

1. INTERPRETATION

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

"Force Majeure Event"

shall have the meaning given in clause 11.

"Goods"

the products that we are selling to you.

"Order"

your selection of the Goods from our website or on display or your order for the Goods as set out in our Sales Invoice.

"Terms"

the terms and conditions set out in this document.

"We, Us"

Antonio Russo Art Company Limited, registered in England and Wales under company number 08921176 with Registered Office at 21 High Street, Kings Langley, Hertfordshire, WD4 8AB.

"Writing"

or written includes faxes and e-mail.

"You"

the person, persons or body corporate which is buying Goods from us.

1.2 Headings do not affect the interpretation of these terms.

2. BASIS OF SALE

2.1. These terms, the order and our price list are considered by us to set out the whole agreement between you and us for the sale of the goods and supersede and extinguish all previous agreements, promises, assurances, representations and understandings. Please check that the details in the terms or on the order (where applicable) are complete and accurate before you commit yourself to the contract. If you think that there is an omission or a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. When you are ordering goods from us, please ensure that you read and understand these terms before you submit your order, because you will be bound by the terms once a contract comes into existence between us, in accordance with clause 2.5.

2.2. Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the goods they describe. They do not form part of the contract between you and us or any other contract between you and us for the sale of the goods.

2.3. The order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.4. These terms shall become binding on you and us when:

2.5.1. We issue you with a sales invoice; or

2.5.2. We notify you that the goods are ready, whichever is the earlier, at which point a contract shall come into existence between us. Title to the artwork passes to you when the artwork has been fully paid for and you have been notified that your artwork is available for collection or for delivery to you.

2.6. We have the right to revise and amend these terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods,

changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the goods from us, unless any change to those policies or these terms is required by law or government or regulatory authority.

3. THE GOODS

3.1. In accordance with your statutory rights, on delivery or the date upon which we notify you that the goods are ready for collection, as the case may be, the goods shall:

3.1.1. Conform with these terms;

3.1.2. Conform in all material respects with their description and which match any sample or model seen or examined by you, subject to any qualification or representation contained in the relevant brochures, advertisements or other documentation;

3.1.3. Be of satisfactory quality;

3.1.4. Be fit for purpose for use as indoor display artwork and merchandise;

3.1.5. Be fit for purpose for use as outdoor display artwork where the description of the goods makes it clear that the goods can be displayed outdoors or if we have confirmed in writing that the goods can be displayed outdoors; and

3.1.6. Comply with all applicable statutory and regulatory requirements relating to the selling of such goods in the United Kingdom.

3.2. If you are returning goods to us pursuant to your statutory rights, please take note of the return's procedure at clause 6 below.

3.3. These terms apply to any repaired or replacement goods we may supply to you pursuant to your statutory rights.

3.4. It is your responsibility to examine your goods carefully for any damage and to contact us as swiftly as possible should any defects be identified on delivery, in order that we can take the necessary steps to repair, replace, or if necessary, refund the goods. We therefore request that upon receipt of your goods you remove all packaging and inspect the goods closely to ensure that they are in good condition. Should you be less than satisfied with the quality or condition of the goods or any aspect of the frame (if applicable), you should advise us no later than 7 working days after taking possession of the goods. Any delay to you notifying us might impact upon our ability to rectify the issue for you. This clause 3.4 does not affect your statutory rights.

3.5. Items displayed on our website or imagery of artwork provided to you may appear different in person than on an electronic screen or device. We cannot be held liable for the precise colour, finish or other variables that may be due to differences caused by different devices.

4. WARRANTY

4.1. We, Antonio Russo Art Company Limited, warrant that for a period of 6 months from the date of delivery or the date upon which you are notified to collect, as the case may be, any goods

purchased directly from us or which originate from us and which are covered by this warranty will be free from material defects or non-working parts.

4.2. If you discover a defect or if any part stops working within the above warranty period, please contact us by email at info@arussoart.com, providing your name, address, phone number, email address, order details, order number and proof of purchase and details of the issue. Please note that provision of proof of purchase is a condition of this warranty and your warranty claim may not be successful without it. We may also require photographs showing the condition of the item.

4.3. Claims on the warranty must be made within the warranty period, we do not accept claims on the warranty made after the warranty period even if the issue arose during the warranty period. This warranty is not a substitute for insurance, and you should make sure that the items covered by the warranty are properly insured against normal risks for their full replacement value.

4.4. After you have provided to us all of the warranty claims details required by us, we will ask you to return the item covered by the warranty to us. If you arrange the return, please make sure you insure for the full replacement value, as any damage caused during shipping is at your risk. You must ensure that the packing used for shipping is adequate to protect the items from damage during the return shipping to us.

4.5. If the issue is covered by this warranty, we will either (at our option):

4.5.1. Repair the item and return it to you at our cost; or

4.5.2. Replace the item with the same or equivalent item; or

4.5.3. Provide you with a full or partial refund for the item,

in each case we will also refund to you any reasonable return delivery charges which you have incurred.

4.6. If the issue is not covered by this warranty, we will contact you to see how you wish to proceed. For example, we may still be able to repair the item for a reasonable charge. Returning the item to you where the issue is not covered by the warranty is at your cost, unless we agree otherwise.

4.7. In respect of any repaired or replacement item that we may supply to you under this warranty, this warranty shall continue to apply to the repaired or replaced item for the remainder of the original warranty period.

4.8. This warranty only applies to end customers based in the United Kingdom.

4.9. This warranty only applies to end customers who are the first end-customer in relation to the items covered by the warranty when it is purchased new. This warranty is not transferable, and so this warranty will not apply to any subsequent buyers or owners or if you are buying an item second hand. However, if the item is given to you as a gift (e.g. As birthday or wedding present) by someone who purchased it new for that purpose, then this warranty will apply to you as long as you can provide all the information needed to claim on the warranty and demonstrate that it was given to you as a gift.

4.10. This warranty is in addition to your statutory rights and does not affect your statutory rights. For further advice about your statutory rights please contact your local citizens' advice bureau or trading standards office.

4.11. This warranty does not apply to any issues arising from fair wear and tear, damage caused after purchase, defective installation or hanging, damage from power surges, lightning, fire, heat, freezing, water, fluid or extremes of humidity, bleaching or discoloration due to strong light, ultraviolet light or sunlight, improper cleaning, chemical, electrolytic or other damage not due to a defect, not following our use recommendations, your failure to follow our instructions, including the instructions set out below or any other instructions provided to you, any discolouration, marking, scratching or aging over time (including in relation to items with a hand applied resin finish or resin coat) or the effects of any alteration or repair carried out without our prior written approval or any damage or fault which would be covered under normal contents insurance.

4.12. You must not display items covered by this warranty in direct sunlight, ultra-violet light, direct or strong heat or in damp conditions or extremes of humidity. When cleaning, only use a light feather duster and avoid water or chemical based cleaners and also any abrasive cleaners. Please also ensure you follow all other instructions that we provide to you in relation to the items covered by the warranty.

5. DELIVERY

5.1. You may collect the goods from us at one of our gallery locations by prior arrangement or, if specified at the point of order, we will arrange delivery of the goods to you. There may be an additional charge for home delivery.

5.2. Delivery of the order will be completed when either we or our delivery agents deliver the goods to you, or we make the goods available for collection by you.

5.3. We will take reasonable steps to meet any estimated delivery or collection date specified in the order or otherwise agreed by us in writing. However, occasionally this date may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new estimated date with you.

5.4. We will take reasonable steps to pack the goods properly and to ensure that you receive your order in good condition.

5.5. If you fail to take delivery of the goods within seven calendar days of the date on which we notify you that the goods are ready then, except where this failure is caused by our failure to comply with these terms or by an event beyond your control:

5.5.1. We will store the goods until delivery takes place and reserve the right to charge you a reasonable sum (currently £10 a day), to cover storage costs thereafter such as expenses and insurance; and

5.5.2. We shall have no liability to you for late delivery.

5.6. If you have not taken delivery of the goods within fourteen calendar days of our notifying you that they are ready or whereby artwork has been reserved on an exclusive basis for a period over fourteen days, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the goods and, after deducting reasonable storage and selling costs, credit the balance to a client account held by us or charge you for any shortfall that may occur.

5.7. If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we may deliver the order in instalments. We will not charge you extra delivery costs for this.

6. RETURNS

6.1. If you are returning the goods to us in accordance with your statutory rights, and you are not making a claim under the warranty at clause 4 above, please let us know as soon as possible after delivery or collection by email at info@arussoart.com, providing your name, address, phone number, email address, order details, order number and proof of purchase of the goods.

We will ask you to return the goods to us or (at our option) arrange return postage on your behalf or collection and once we have checked that the goods are damaged, faulty or defective or otherwise do not conform with these terms, we will either (at your option):

6.1.1. Repair the goods; or

6.1.2. Replace the goods; or

6.1.3. Provide you with a refund.

6.2. Goods will not be accepted for return unless we are reasonably satisfied that they are damaged, faulty or defective or otherwise do not conform with these terms.

6.3. Goods to be returned by you to us must clearly show the order number on the packaging.

6.4. You are responsible for arranging and paying for the return of the goods to us under this clause 6, but you may be able to reclaim these costs from us in the case of online orders. You accept the risk in the goods during shipping the goods back to us, where you have arranged the return of the goods to us.

7. CANCELLATION

7.1. If you are contracting as a consumer and your order is not taken in person at our business premises, you may cancel your contract to purchase the goods at any time within 14 days, beginning on the day after you receive the goods.

This right of cancellation does not, however, apply in the case of bespoke goods made or commissioned to your specific order.

To cancel a contract, you just need to let us know that you have decided to cancel. You can contact us on info@arussoart.com Please include details of your order to help us to identify it.

7.2. If you cancel your contract, we will:

7.2.1. Refund you the price you paid for the goods. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a retail outlet;

7.2.2. Refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of goods within 3-5 days at one cost but you choose to have the goods

delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option; and

7.2.3. Make any refunds due to you as soon as possible. and in any event within the deadlines indicated below:

7.3. We will refund you on the credit card or debit card used by you to pay.

7.4. If goods have been delivered to you before you decide to cancel your contract:

7.4.1. Then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the contract. You can either send them back, return them to us in-store or hand them to our authorised carrier.

7.4.2. Unless you are returning the goods to us pursuant to your statutory rights or you are returning the goods to us under the warranty at clause 4 (in this case, see clause 4 or clause 6 as applicable), you will be responsible for the cost of returning the products to us. If the product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the product to you, these costs should not exceed the sums we charged you for delivery.

7.5. Apart from the special circumstances described above, you may only cancel your order with our agreement. Any deposit held will be used to defray our initial costs and expenses of fulfilment and any remaining deposit (or part of it) will be retained by us to be used as a credit against the purchase of other goods for the same or higher price. In the case of goods which we are unlikely to be able to use or sell elsewhere, we may, if we have agreed to a cancellation, also deduct the value of these items from your deposit and ask you to pay any additional amount if their value is more than the amount of your deposit.

7.6. Advice about your legal right to cancel the contract is available from your local citizen's advice bureau or trading standards office.

8. TITLE AND RISK

8.1. The goods will be your responsibility from the first available point for delivery.

8.2. Ownership of the goods will only pass to you when we receive payment in full of all sums due for the goods, including delivery charges, and delivery being available to be completed.

9. Price and Payment

9.1. All RRP's stated in brochures are the release prices and are likely to increase over a period of time.

9.2. These prices include VAT. However, if the rate of VAT changes between the date of the order and the date of delivery, we will adjust the vat you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

9.3. These prices exclude delivery costs, which may be added to the total amount due. If delivery costs are applicable, this will be made clear to you at the point of order.

9.4. It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the goods' correct price is less than our stated price, we will charge the lower amount

when dispatching the goods to you. If the goods' correct price is higher than the price stated on the order, we will normally, at our discretion, either contact you for instructions before dispatching the goods, or reject the order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the goods to you at the incorrect (lower) price.

9.5. Payment in cleared funds for all goods must be made at the time when goods are collected or with the order, as the case may be. We accept payment by most debit and credit cards.

9.6. We are not responsible for the collection, remittance and/or payment of any taxes, charges, levies, assessments or other fees of any kind imposed by any governmental or other authority in respect of the purchase, importation, sale or distribution of the goods and these are and will remain your responsibility.

9.7 items delivered to destinations outside the UK may be subject to taxes, fees, customs duty, levies, or other charges as a result of local legislation or customs formalities. These will be due before your items will be delivered.

The recipient of your order is responsible for all customs formalities for the import of the items and will be required to pay any additional charges for international delivery, including import duty, formal customs entry, taxes, levies, and other charges that may be levied outside the UK. The recipient of the items, not the person placing the order, will typically receive a separate request for payment of these charges when the goods arrive in the country of destination. If you're ordering items to be delivered to someone else, please ensure they're aware that they'll be responsible for these additional charges.

10. ORIGINAL WORKS

10.1 Where we have sold to you an original work of art then, no rights to exploit any intellectual property rights, whether by copying such work or licensing such work for reproduction or publishing such work in any format, including, but not limited to, sculpture, limited edition print, illustration, merchandise or other form of artwork or advertising, is granted to you, nor should any such grant be implied or inferred. All such rights are expressly reserved to us, Antonio Russo Art Company Limited.

11. LIMITATION OF LIABILITY

11.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

11.2. Provided that we have taken all reasonable steps to establish the provenance of an original work, in the event of it being established that such work is not attributable to the relevant artist, our liability shall be limited to refunding the original cost of the artwork to you and we shall not be responsible for any loss of anticipated investment value.

11.3. You acknowledge that in entering into this contract you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or otherwise confirmed by us in writing.

12. EVENTS OUTSIDE OUR CONTROL

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of,

any of our obligations under these terms that is caused by events outside our reasonable control (force majeure event).

12.2. A force majeure event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

12.2.1. Strikes, lockouts or other industrial action; or

12.2.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

12.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

12.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

12.2.5. Impossibility of the use of public or private telecommunications networks.

12.3. Our obligations under these terms are suspended for the period that the force majeure event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the force majeure event to a close or to find a solution by which our obligations under these terms can be performed despite the force majeure event.

15. GENERAL

15.1. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2. If we fail, at any time while these terms are in force, to insist that you perform any of your obligations under these terms, or if we do not exercise any of our rights or remedies under these terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms shall be effective unless we expressly say that it is a waiver, and we tell you so in writing.

15.3. A person who is not party to these terms shall not have any rights under or in connection with them under the contracts (rights of third parties) act 1999.

15.4. These terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.

16. Intellectual property and rights of use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us, Antonio Russo Art Company Limited, or our licensors. You are permitted to use this material only as expressly authorised by us, Antonio Russo Art Company Limited, or our licensors.

You acknowledge and agree that the material and content contained within the website is made available for your personal non-commercial use only and that you may (if necessary to make a

purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

17. Compliance with laws

The website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the website and any transactions conducted on or through the website.

18. ONLINE STORE TERMS

18.1 By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

19. CONTACT DETAILS

19.1 Questions about the Terms of Service should be sent to us at help@stevenbrownart.co.uk.