



JACKLEY ART

Listen to your Art

TERMS AND CONDITIONS OF SALE

Parties:

The Seller is hereafter referred to as "The Artist," and the person or company purchasing goods, as referenced on the Commission Agreement or Invoice, is hereafter referred to as "The Purchaser." All artwork described on the Commission Agreement or Invoice are referred to as "The Project".

Price and Payment:

The Purchaser shall be solely responsible for any state, local, or federal sales, or other taxes. Such taxes will be added to the final invoice prices in those instances in which The Artist is required to collect them from The Purchaser. However, if The Artist does not collect any such taxes and is later asked by or required to pay such taxes to any taxing authority, The Artist is responsible for making such payment(s)..

The Artist may adjust prices to reflect any increase in the costs of The Artist resulting from state, federal or local legislation or any change in the rate charge or classification of any carrier. Unless otherwise specified by The Artist, all prices are F.O.B. The Purchaser's shipping point.

Failure of the Purchaser to provide full payment of the Project when it is due will result in full ownership of the Project remaining with the Artist until full payment is received. The Artist may also terminate any agreement in the event the Purchaser is 60 days late in payment. However, nothing therein shall prevent the Artist from bringing suit based on the Purchaser's breach of contract.

The purchase price is due prior to shipment unless otherwise agreed upon by The Artist. Invoices unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to 18% per annum or the maximum allowable interest rate under applicable law. The Purchaser shall be responsible and liable for all expenses incurred by The Artist in collection, including reasonable attorneys' fees.

Shipment, Delivery, and Risk of Loss:

Title to and risk of loss of The Project shall pass to The Purchaser as soon as The Project is delivered by The Artist to the carrier. Each shipment date is approximate and The Artist shall not be responsible for any damages of any kind resulting from any delay in shipment or delivery of any Projects.

The Purchaser shall be responsible for all shipping, delivering, handling, storage and insurance charges, such charges to be added to the final invoice or reimbursed by The Purchaser to The Artist upon The Artist's payment of such charges. The Purchaser shall be responsible for any customs fees or any additional delivery charges resulting from customs review.

Warranty:

The Artist warrants that the Project is an original work of art of the named artist or a giclee print signed and/or embellished by The Artist and is sold "as is" and in substantial compliance with the quality and condition portrayed on The Artist's website.

Identical images published using different media, e.g. an original painting, giclee print, image on a website etc., may have very different parameters, including, but not limited to color, brightness, lightness, hue, and therefore may look very different. This is attributable to the differences between types of media, consequently JackleyArt is not responsible for any variance in images.

Claims and Commencement of Actions:

The Purchaser shall promptly inspect all Projects upon delivery to identify any damage resulting from shipment. The Purchaser agrees that any damages, and resulting claims, arising from shipment shall be satisfied solely through the insurance policy issued by the insurance carrier covering the Project shipment. The Artist shall not be liable for any claims or damages not covered by Insurance.

All claims pertaining to damage from shipment must be asserted in writing within ten (10) days after delivery of such Project or such claims are waived in perpetuity. Any lawsuit or other action by The Purchaser based upon breach of this contract or upon any other claim arising out of this sale must be commenced within thirty (30) days from the tender of delivery by The Artist.

Limitation of Liability:

In no event shall The Artist be liable to The Purchaser for any special, indirect, incidental or consequential damage arising out of or as the result of the sale, delivery, non-deliver, installation, servicing, use or loss of use of The Project or any part thereof, or for any charges or expenses of any nature incurred without The Artist's written consent. In no event shall The Artist's liability under any claim made by The Purchaser exceed the purchase price of The Project in respect of which damages are claimed.

Cancellations:

After acceptance by The Artist, an order shall not be subject to cancellation by The Purchaser except with The Artist's advance written consent and upon terms that will indemnify The Artist against all direct, incidental and consequential loss or damage including, but not limited to, the losses, damages and expenses described in Shipment, Delivery, and Risk of Loss section above

Ownership, Copyright and Privacy:

All rights to the Project remain with the Artist until the Artist is paid in full. Upon final payment for the Project, the Purchaser becomes the legal owner of the Project with all rights and privileges, with the exceptions listed below.

If the Artist terminates t any contract, the rights to the Project remain with the Artist. The Artists maintains the right to complete, reproduce, exhibit, and sell the Project to another party. The Purchaser shall return any and all material and rights for the Project to the Artist.

The Artists always reserves all rights of reproduction and all copyrights to the Project, preliminary designs, and any incidental work made in the creation of the Project. The Artist always maintains all rights to complete, reproduce, exhibit, and sell the Project to other parties.

Once the Purchaser is the legal owner of the Project and assumes all rights and privileges of the Project, the Purchaser may reproduce, display, exhibit, and advertise the Project. However, no work may be reproduced, displayed, exhibited, or advertised for the purpose of sale by the Purchaser without the prior written approval of the Artist.

The Purchaser gives the Artist permission to use the Purchaser's name, picture, portrait, and photograph, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of the Purchaser's right of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Project, preliminary design, or any incidental works made in the creation of the Project.

The Artist has the right to put their name and year of completion on the Project in a permanent fashion. Placement and size are to the determination of the Artist.

Installation and Framing:

Installation is not required by the Artist and is the responsibility of the Purchaser. If the Purchaser is requesting the Artist provide installation and the Artist agrees, an additional fee will be reflected within the total cost of the Project at the time of agreement of the Project. If this request comes after the agreed upon price of the Project, a new agreement will be drawn up and signed by both parties to reflect this.

Framing is not required by the Artist and is the responsibility of the Purchaser. If the Purchaser is requesting the Artist provide framing and the Artist agrees, an additional fee will be reflected within the total cost of the Project at the time of agreement of the Project. If this request comes after the agreed upon price of the Project, a new agreement will be drawn up and signed by both parties to reflect this.

Maintenance, Repairs, and Alterations:

Any and all maintenance or repairs to the Project is the responsibility of the Purchaser. If the Purchaser requests the Artist to make repairs or restorations, there will be an agreed upon fee involved.

The Artist is not responsible for or entitled to fix any damages to the Project after the Project is in possession of the Purchaser. If the Purchaser is in possession of the Project when damages occur and requests the Artist to make repairs, there will be an agreed upon fee involved.

Once the Purchaser becomes the legal owner of the Project and assumes all rights and privileges to the Project, the Purchaser maintains the right to alter the Project without permission from the Artist. However, if the Project is altered and will be reproduced, exhibited, or advertised, written consent must be provided by the Artist. The Artist maintains the right to have the altered Project no longer be represented as work of the Artist. The Artist also maintains the right to have the altered Project be represented as work of the Artist, but the alterations must be disclosed in any reproduction, exhibitions, or advertisements of the Project. No altered reproduction, display, exhibition, or advertisement of the Project may be used for the purpose of sale by the Purchaser without written approval of the Artist.