





## Collins & Kent International Pty Ltd Conditions of Sale to Purchaser

### 1. The Order Form represents the artworks as described to be sold and the purchase price

The Purchaser acknowledges having;

- a. Viewed the work(s) via an appropriate medium
- b. Accepts the work(s) in total in its existing condition
- c. Acknowledged limitation of liability to Collins & Kent International Pty Ltd, its associated companies and the Vendor of the purchase price as shown on the Order Form.
- d. Agreed this is the entire agreement between Vendor and Purchaser.

### 2. Payment

Payment is due and payable within seven days of the date of the Order Form. Payments can be;

- Cash
- Visa, MasterCard, American Express or Diners (Full settlements on Amex incur a 2% surcharge)
- Bank Cheque
- Telegraphic transfer
- Personal cheque

### 3. G.S.T.

"GST" refers to tax imposed by the Goods and Services Tax Act 1999

The purchase price includes G.S.T.

### 4. Ownership / Title of the Property

Ownership passes to the purchaser on the receipt of cleared payment of the purchase price to Collins & Kent International Pty Ltd

### 5. Late payment and penalties

Collins & Kent at its discretion may

- a. Cancel the sale.
- b. Resell the property at the completion of 30 days from the due date of settlement
- c. Take any other action it may deem necessary, including the appointment of a debt collection agency and/or the commencement of legal action.

### 6. Refund in case of Forgery

All moneys paid on any lot will be refunded by Collins & Kent International Pty Ltd in the event of proven forgery subject to the following conditions.

- a. The purchaser provides written notification to Collins & Kent International Pty Ltd within 21 days of the date of receipt of the property.
- b. The purchaser provides evidence from two independent experts who agree the work is a forgery.
- c. Collins & Kent International Pty Ltd may request a 3rd party independent witness in its sole discretion.
- d. No money's will be refunded unless all three independent experts agree, or in the event of Collins & Kent International Pty Ltd not exercising its option to introduce a third expert.
- e. No refund is payable if title to the property has passed from the purchaser to a third party prior to advising Collins & Kent International Pty Ltd of the forgery claim.
- f. No refund is payable if the original catalogue description advised doubt as to Authenticity.

### 7. Disclaimer

The Purchaser buys subject to the following conditions.

- a. Collins & Kent International Pty Ltd and the Vendor will not be responsible for any errors or omissions whatsoever in any material it has supplied. Whilst all care is taken in compiling material, the Purchaser acknowledges that individual art works are unique and therefore may not follow any pattern or statistical projection based upon analysis of art works by the same author or in a similar style.
- b. Collins & Kent International Pty Ltd, its associates and the Vendor will not be held liable for any statement of authenticity, valuation or the authorship of any artwork or lot described on a web page or in any other written material.
- c. The Purchaser admits relying upon inquiries and research that has been made independently of Collins & Kent International Pty Ltd and the Vendor.

### 8. Insurance

In the circumstances where the Purchaser takes possession of the artwork/s (Non Rental) the Purchaser assumes insurance liability upon receipt of the artwork/s.

### 9. Warranties

While every effort has been made to ensure that the information available on Collins & Kent International Pty Ltd is correct, no member of Collins & Kent International Pty Ltd or any of its associated companies, directors, employees or agents accept any liability for any action taken by you in reliance upon the whole or any part of the information available on this website or for any errors or omissions contained in it (except insofar as liability under an statute cannot be excluded). No member of Collins & Kent International Pty Ltd or any person or corporation associated with it guarantees, warrants or underwrites the performance or return of any Collins & Kent International Pty Ltd offering.