

# Sale and Purchase Agreement

(For Works Sold by Art-Artz Limited Only)

Art-Artz Limited agrees to sell and;

I, we, \_\_\_\_\_  
(Purchaser's name)

Of \_\_\_\_\_  
(Purchaser's address)

Ph: \_\_\_\_\_ MB: \_\_\_\_\_ (Purchaser's Phone numbers)

agree to purchase a work of the artist:

\_\_\_\_\_  
(Artist's name)

Of \_\_\_\_\_  
(Artist's address)

Titled \_\_\_\_\_  
(Title of Work)

Width: \_\_\_\_\_ Height: \_\_\_\_\_ Media: \_\_\_\_\_ Framed? \_\_\_\_\_

For the sum of \$ \_\_\_\_\_ plus GST of \$ \_\_\_\_\_ for a Total Purchase Price (Total) of \$ \_\_\_\_\_

Of which Total a Deposit of \$ \_\_\_\_\_ is made this date with a Balance of \$ \_\_\_\_\_

due on or before 5.00pm New Zealand Local Time of \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

The work will be available for collection between the hours of \_\_\_\_\_ and \_\_\_\_\_

at \_\_\_\_\_ (collection address)

I the Purchaser hereby acknowledge and agree that;

1. The work is sold and purchased as is in the condition it exists at the time of sale. No warranty is implied, expressed or given as to the durability or longevity of the materials or processes used to construct the work.
2. Title of the work purchased does not pass to me until the Total is paid in full (including clearance of monies paid by cheque or direct deposit).
3. Possession of the work may not be given until the Total is paid in full
4. The sale shall be cancelled and the Deposit shall be forfeit to Art-Artz<sup>®</sup> should the Balance not be paid by the due date and time.
5. The Artist is the owner of all intellectual property rights, including copyright in the work and remains the owner of the intellectual property rights and copyright in the work.
6. In the event of damage to or loss of the work prior to possession passing to me the liability of Art-Artz<sup>®</sup> shall be limited to a refund of any monies paid.
7. Work not collected at the above time and location may be held by Art-Artz<sup>®</sup> at my risk in regard to loss and or damage with no liability accruing to Art-Artz<sup>®</sup> for loss or damage from any cause. In the event of such loss or damage I agree to be liable for payment in full of the Total of the purchase price.
8. Where Art-Artz<sup>®</sup> may agree to shipping of a work, packaging and shipping shall be at my risk and expense with packaging and shipping costs to be paid in addition to the Total and in advance of shipping.

I the Seller warrant I have the right to sell the work as offered and that this is the original and sole work of the Artist as represented.

Signed: \_\_\_\_\_ (Purchaser) Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Signed: \_\_\_\_\_ (Seller) Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_