

BUYER TERMS AND CONDITIONS

Trademylux Limited a company registered in Scotland under company number SC747669 whose registered address is Citypoint, 3rd Floor, 65 Haymarket Terrace, Edinburgh, EH12 5HD trading as EzelDotz ("Trademylux").

BY BUYING ARTWORK VIA TRADEMYLUX YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

1.1 Definitions

Additional Shipping Costs means any costs associated with shipping the artwork outside the UK, including but not limited to customs charges and additional taxes;

Agreement means these terms and conditions together with any documents provided by Trademylux relating to the Artwork;

Artwork means the piece of artwork or collection of artworks collectively, that the Buyer is offering to purchase from the Seller;

Confidential Information means information in whatever form relating to the business, products, materials, affairs and finances of each Party for the time being confidential to the Party of which it relates and trade secrets (including without limitation any Intellectual Property), whether or not such information is marked confidential;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including (i) the retained EU law version of the General Data Protection Regulation (EU) 2016/679 (UK GDPR), (ii) any national implementing law, regulations and secondary legislation, as amended or updated from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder) and (iii) any successor legislation to the UK GDPR or the Data Protection Act 2018;

Intellectual Property means patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Price means the price that the Buyer has agreed to pay to the Seller for the Artwork, along with the shipping costs and any applicable Additional Shipping Costs;

Seller means the person who has engaged Trademylux to advertise the Artwork on their behalf;

Termination means the termination of this agreement, howsoever arising.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. PURCHASING THE ARTWORK

- 2.1 Trademylux shall advertise the artwork on behalf of the Seller. Where the Buyer's offer to purchase the Artwork is equal to the Asking Price, the sale will move forward in accordance with the terms of this Agreement. The Buyer will contact Trademylux to communicate any offers less than the Asking Price to the Seller, and it will be at the Seller's sole discretion to accept or reject the offer.
- 2.2 Once the Seller has accepted an offer Trademylux will instruct the Seller to arrange for the Artwork to be delivered in accordance with Clause 5.
- 2.3 The Buyer must arrange to pay the Price within 24 hours of the Seller accepting the offer, otherwise Trademylux shall be entitled to re-list the Artwork. The Price shall be held by Trademylux in accordance with Clause 6.
- 2.4 The Sale shall not be finalised until the Artwork has been delivered and a 14-day cooling off period has elapsed in accordance with Clause 6.

3. THE BUYER'S WARRANTY

- 3.1 The Buyer warrants;
 - (a) it has the authority to enter into this Agreement;
 - (b) that entering this Agreement will not infringe the rights of any third party; and
 - (c) that it shall follow all reasonable instructions given to them by Trademylux.

4. TRADEMYLUX'S WARRANTY

4.1 Trademylux warrants;

- (a) that it has the authority to enter into this Agreement;
- (b) that it has taken reasonable steps to confirm the Seller has title to the Artwork.

5. DELIVERY

5.1 Following acceptance of an offer by the Seller, the Seller shall liaise with Trademylux to have the Artwork prepared for shipping to either:

- (a) the Buyer; or
- (b) an affiliated gallery of Trademylux where the Buyer has requested to review the Artwork prior to finalising the purchase, as directed by Trademylux.

5.2 In the event that the Buyer has asked to review the Artwork prior to finalising the purchase as a condition of an offer, Trademylux shall exhibit the Artwork to the Buyer at the affiliated gallery on an identified date and shall require the Buyer to accept or reject the Artwork on such date.

5.3 The cost of shipping will be charged to the buyer. The shipping fee and any applicable Additional Shipping Costs will be added to the agreed buying Price.

5.4 Should the Buyer reject the Artwork and the sale terminated, the Buyer will be responsible for any return shipping costs incurred and will be charged in accordance with clause 5.3. The Buyer will also be responsible for ensuring that adequate insurance is in place for the return delivery.

5.5 For the avoidance of doubt, Trademylux will not be responsible for the Artwork at any time. The Seller shall be responsible for the Artwork until it is delivered to the Buyer. The Seller shall continue to be responsible for the Artwork whilst this is in transit with the delivery specialist. It is the Seller's responsibility to ensure that adequate insurance is in place. In the event that the Buyer rejects the Artwork, the Buyer shall bear responsibility for the Artwork, including shipping and insurance costs, until the Artwork is returned to the Seller. Upon request, Trademylux can introduce the Buyer to an insurance provider.

6. PAYMENT

6.1 The Buyer will pay the Price to Trademylux, and the Price will be held by Trademylux in a holding account until the Buyer has received the Artwork and either:

- (a) the buyer has accepted the Artwork in accordance with Clause 5.2; or
- (b) a period of fourteen (14) days thereafter has elapsed and the Buyer will have been deemed to accept the Artwork whether or not the Buyer has confirmed their acceptance; or

- (c) the Buyer accepts the Artwork in writing.
- 6.2 After the fourteen (14) day period has elapsed, or the Buyer has accepted the Artwork in writing Trademylux will arrange to transfer the proceeds to the Seller.
- 6.3 For the avoidance of doubt any interest accrued on the Price whilst it remains in Trademylux's holding account shall belong to Trademylux.
- 6.4 Title to the artwork shall pass to the buyer 14 days after delivery, in accordance with Clause 6.1. Risk transfers upon delivery. However, title may pass earlier if the buyer provides written acceptance within the 14-day period, as outlined in Clause 6.1(c).

7. LIABILITY

- 7.1 Nothing in this Agreement shall limit or exclude Trademylux's liability for:
- 7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 7.1.2 fraud or fraudulent misrepresentation;
 - 7.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 7.1.4 any matter in respect of which it would be unlawful for Trademylux to exclude or restrict liability.
- 7.2 Subject to Clause 7.1:
- 7.2.1 Trademylux shall under no circumstances whatsoever be liable to the Buyer, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with this Agreement;
 - 7.2.2 Where Trademylux have complied with its obligation at Clause 4.1(b), Trademylux shall under no circumstances be liable to the Buyer for any misrepresentation on the part of the Seller.
 - 7.2.3 Trademylux shall under no circumstances be liable for any loss or damage which may occur during shipping; and
 - 7.2.4 Trademylux's total liability to the Buyer in respect of all other losses arising under or in connection with this Agreement, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges paid or payable by the Buyer to Trademylux in connection with this Agreement.

8. CONFIDENTIALITY

- 8.1 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

9. TERMINATION

- 9.1 Trademylux may terminate this Agreement at any time with immediate effect by providing written notice to the Buyer.
- 9.2 The Buyer shall only be allowed to terminate this Agreement within 14 days after it has received the Artwork in accordance with Clause 5.
- 9.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

10. DATA PROTECTION

- 10.1 Trademylux will collect and process information relating to the Seller in accordance with their privacy notice (<https://ezeldotz.com/privacy/>).
- 10.2 Both Parties shall comply with the Data Protection Legislation.

11. ENTIRE AGREEMENT

- 11.1 This agreement constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 Each party acknowledges that in entering into this agreement it does 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.
- 11.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 11.4 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

12. STATUS

- 12.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13. COUNTERPARTS

- 13.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

14. VARIATION

- 14.1 No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. THIRD PARTY RIGHTS

- 15.1 This Agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this agreement.

16. GOVERNING LAW

- 16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law.