

STANDARD TERMS AND CONDITIONS FOR THE SALE OF ARTWORK

1. Introduction -These terms and conditions (the "Terms and Conditions") apply to the sale of a Painting, Print, Digital Image or Commission (the "Artwork") by the Artist (the "Artist") by FV Art to you.

2. Title and Risk - As soon as the purchase price is paid in full, you will become the legal owner of the Artwork and, upon such payment, you will be responsible for the Artwork and the risk of damage to or loss of the Artwork will pass to you.

3. Ownership of the Artwork Copyright

3.1 The Artwork was specially commissioned in conjunction with the exhibition of work by the Artist and FV Art (the "Exhibition"). The Artist has worked closely with FV Art to produce the Artwork on the strict understanding that it will be available for purchase exclusively through FV Art or any other outlet approved by FV Art. It is the Artist's expectation that the Artwork will not be purchased for resale and will be retained by you for your own personal enjoyment. Specifically, you may not sell or offer for sale the Artwork on any internet based auction or other website.

3.2 Copyright in the Artwork remains the property of the Artist.

3.3 You may not produce any image of the Artwork and may not, at any time, publish or submit for publication or reproduction any image of the Artwork to any third party, including any internet website for any purpose.

3.4 If you breach any of your obligations under paragraph 3.3 you agree that: (a) the payment of damages will not be a sufficient remedy to compensate FV Art or the Artist for your breach; (b) FV Art may, and the Artist may, apply to the court for an order to prevent you from continuing to breach your obligations under these Terms and Conditions; and (c) we may, and the Artist may, contact the operator of any internet website on which the Artwork is being offered for sale or on which an image of the Artwork has been placed by you or at your direction, and instruct such operator, on your behalf, to remove any such offer for sale or image from any such internet website.

4. Data Protection – FV Art may collect, hold, control, use and transmit personally identifiable information obtained from you in the course of your purchase of the Artwork. By agreeing to these Terms and Conditions you agree to such information being used in these ways and for such information to be disclosed to the Artist if you are in breach of your obligations under these terms and conditions.

5. Liability of FV Art - We make no representation or warranty of any kind whatsoever, express or implied, in connection with the Artwork. FV Art and its officers, directors, employees, shareholders, artists or agents exclude all liability (whether in contract, tort or otherwise), to the fullest extent permitted by applicable law, for any loss or damage that may result to you or a third party in connection with the Artwork.

5b. No Warranties- Artwork available for purchase from FV Art is provided "as is," with all faults. FV Art express no representations or warranties, of any kind related to all Artwork available for purchase on www.fvart.com.au.

6. Rights of Third Parties - No person other than you and FV Art have any rights under these Terms and Conditions other than in respect of paragraph 3 above which confers a benefit on the Artist and is intended to be enforceable by the Artist.

7. Intellectual Property Rights - FV Art and/or its licensors own all the intellectual property rights and materials contained on www.fvart.com.au. You are granted limited license only for purposes of viewing the material contained on this website.

8. Restrictions -You are specifically restricted from all of the following:

- publishing any FV Art artwork or website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Artwork or Digital material on this website;
- using this FV Art website www.fvart.com.au in any way that is or may be damaging to FV Art.
- using this FV Art website www.fvart.com.au in any way that impacts user access;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation www.fvart.com.au;
- using www.fvart.com.au to engage in any advertising or marketing.

9. Indemnification - You hereby indemnify to the fullest extent FV Art from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability

10. If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

11. Variation of Terms-FV Art is permitted to revise these Terms at any time as it sees fit, and by using www.fvart.com.au website you are expected to review these Terms on a regular basis.

Assignment

12. FV Art is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

13. Entire Agreement -These Terms constitute the entire agreement between FV Art and you in relation to your use of www.fvart.com.au and purchase of Artwork, and supersede all prior agreements and understandings.

14. Governing Law and Jurisdiction - These Terms and Conditions shall be governed by and construed in accordance with Australian law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the New South Wales courts.