

## **Terms and conditions**

*(As Recommended by the Society of London Art Dealers)*

It is important that you read and understand these terms and conditions before proceeding with this transaction.

If there is any term that you do not understand or do not wish to agree to, please discuss it with a representative of Lifestyle Antiques Forum and Collectables. Only proceed with this transaction if you wish to be bound by the terms and conditions set out below.

### **1. PURPOSE AND EFFECT**

1.1 These terms and conditions set out all the terms of agreement other than price between you as buyer and us as seller, in relation to the sale and purchase of the item or items identified in the invoice, which we refer to below as the work(s), item(s), goods or object(s) or item(s). We confirm that we either own the work, or are authorized to sell it on behalf of the owner.

1.2 If you wish to rely on any variation of, or addition to these terms and conditions, you must ensure that the variation or addition has been agreed in writing before making the purchase.

### **2. STATEMENTS ABOUT THE WORK**

2.1 All statements by us as to the authenticity, attribution, description, date, age, provenance, title or condition of the work constitute our judgment and opinion only (save that this shall not operate so as to exclude any liability on our part for misrepresentation) and are not warranted by us. We do not accept any liability as a result of any changes in expert opinion which may take place subsequent to the sale.

2.2 While we will always provide a condition description of all object(s). On request, we will answer any further questions regarding the condition of the work at the time of the sale and provide any information additional information about the objects(s) status for which you may reasonably ask. We will however, not be responsible for any subsequent damage, deterioration of the work, however occasioned, after the shipment/sale.

2.3 You are responsible for satisfying yourself as to any statements made by us as to the matters set out in paragraphs 2.1 and 2.2 above. We are always willing to assist our clients with regard to any queries, or provide assistance where needed.

### **3. PAYMENT OF PURCHASE PRICE**

3.1 You must confirm the purchase in writing and pay us the full price for the work, together with any delivery costs that might apply, any VAT and any amounts payable to us under clause 6 below but excluding any deposit or advance that you may already have paid, by bank transfer or such other methods as we agree within 30 days after the date of the sale agreement, unless the seller and buyer make other written agreements concerning the sale. If we agree with you that the sale is dependent on the issue of an export license, payment must be made, in the same way, within 7 days after the issue of the export license. In either case, payment has not been made, until we have received cleared all monetary funds representing the full amount payable.

3.2 If you fail to pay the purchase price in full within 30 days after the due date as agreed, unless the seller and buyer make other written agreements concerning the sale we may assert our legal rights, to view the transaction as being null and void and the shipment of goods will not take place.

### **4. COMMISSION PAYABLE BY US TO THIRD PARTIES**

If you have authorized, or appear to us to have authorized, a third party to negotiate the purchase of the work on your behalf, we may pay that third party a commission, based on the value of the work. Details will be provided on request.

### **5. SHIPPING OF THE WORK AND PASSING OF RISK**

5.1 All items will be shipped promptly from our premises in Holland after payment has been made in full and at the time and date we agree with you in writing.

5.2 From the time and date agreed for shipment of the work(s) from us to the appointed destination, you will be responsible for the work and the risk of damage to the goods or loss of during transit will pass to you and the appropriate insurance company. You must therefore make appropriate arrangements to insure the work from the time agreed for collection.

5.3 If you wish us to deliver the work elsewhere in the world, this must be agreed in writing. We

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