Conditions relating to the purchase and sale of artworks through Urbaneez

1. **IN GENERAL**

1.1. In general, terms beginning with a capital letter in the present conditions have the meaning attributed to them in art. 1 of the **General Terms and Conditions** of Urbaneez or, failing that, in the present conditions.

1.2. These conditions for the purchase and sale of Artworks apply in addition to the **General Terms and Conditions** and the other documents included in the Contract Documentation. In the event of any discrepancy between the General Terms and Conditions and these terms and conditions, the latter shall prevail.

2. **PURPOSE**

2.1. Urbaneez is an **online marketplace** dedicated to Urban Contemporary Art which allows Users (potential Buyers) to connect to Sellers (independent Artists or Galleries) to buy Artworks through the Site.

2.2. The scope of these conditions is to govern the contractual relationships between the Buyer, the Seller and Urbaneez in the event of a purchase and sale of an Artwork through the Site.

3. **CONTRACTUAL RELATIONSHIPS**

3.1. Urbaneez allows the connection and direct conclusion of a Contract (as defined in art. 4.1) between a Buyer and a Seller: **Urbaneez therefore only acts as an intermediary between the two parties** (art. 2 of the **General Terms and Conditions**).

3.2. The Buyer directly contracts with the Seller when purchasing an Artwork, excluding Urbaneez which is responsible to provision the Site and the Services allowing the conclusion of the Sales Contract.

3.3. Urbaneez does not guarantee the availability of an Artwork that a User would like to purchase. This being linked to the responsibility of the Seller who is bound by the obligations arising from the Sales Contract.

4. **SALES CONTRACT – IN GENERAL**

4.1. A Sales Contract is concluded between the Buyer and the Seller whereby the Seller hands over a specific Artwork to the Buyer in return of the payment of the Final Price as mentioned during the checkout process.

4.2. The User (potential Buyer) and the Seller (independent Artists or Galleries) are required to comply with the Contract Documentation and particularly with the provisions in terms of personal data protection as set out in our **Privacy Policy**.

4.3. In case of a purchase of an Artwork on the Site, the Buyer agrees to be bound by the additional Seller's contract documentation, such as his general terms and conditions which may apply on top of Urbaneez's Contract Documentation.

5. **SALES CONTRACT – CONCLUSION**

5.1. Any purchase of an Artwork on the Site is subject to its availability which must be confirmed by the Seller. The validation of a shopping cart therefore constitutes a "**Purchase Offer**" sent by the User to the Seller.

5.2. The Buyer, by confirming its shopping cart to buy an Artwork, hence submits a Purchase Offer for the Artwork directly to the Seller.

5.3. Urbaneez sends this offer to the Seller who has 48 hours from receipt of Urbaneez's notice to inform about the availability of the Artwork.

5.4. If the Seller confirms the availability of the Artwork to Urbaneez, the Buyer will be informed by email to definitively conclude the sale.

5.5. Once the confirmation is received by Urbaneez, the Sales Contract between the Buyer and the Seller is deemed concluded. Urbaneez informs the Seller by email and indicates on the Site that the Artwork is sold.

5.6. The Seller undertakes not to sell the Artwork to a third party during the time limit indicated in art. 5.3.

5.7. The 48 hours time limit can be extended if the Seller has previously informed Urbaneez by email that he was unable to respect the indicated time limit. However, this extended time limit may not exceed two weeks.

5.8. Once the Sales Contract between the Buyer and the Seller is concluded (art. 5.5), Urbaneez provides the necessary information to the Seller to prepare and organize the delivery of the Artwork to the Buyer.

5.9. The data recorded by Urbaneez constitute a proof that the Buyer is willing to buy and the Seller to accept the sale of an Artwork through the Site.

6. SALES CONTRACT – REQUIRED INFORMATION

6.1. The Buyer must necessarily be registered on the Site to proceed with the purchase of an Artwork.

6.2. To list an Artwork for sale, the Seller must be registered on the Site and his registration must be validated and accepted by Urbaneez beforehand.

6.3. If a User (potential Seller) does not have an account with Urbaneez yet, he will be invited to register, to accept the Contract Documentation, to transmit the required elements to be authorized to sell on Urbaneez (respecting the **Privacy Policy**) and to indicate his possible additional sales conditions.

6.4. The Buyer's personal information necessary for the purchase of the Artwork is forwarded to the Seller by Urbaneez based on the information given by the Buyer during registration or when updating his user profile, as set out in our **Privacy Policy**.

6.5. Information relating to the Seller is displayed on his profile page or on each page dedicated to the presentation of an Artwork listed on the Site.

6.6. In order to pay the Seller with the amount withheld by Urbaneez through its payment service provider (as mentioned in art. 10.2), the Seller should transmit its bank details as well as any information relating to its legal status. Urbaneez is in charge of handling these data but is not responsible for processing transactions which is carried out by its payment service provider.

7. SALE OF AN ARTWORK – SELLER'S RESPONSIBILITY

7.1. By listing an Artwork on the Site, the Seller acting as an independent Artist guarantees that he is the author of the Artwork, that the Artwork is an original and that it does not contravene in any way the laws, regulations and standards in force and that it does not infringe the rights of third parties. He therefore guarantees Urbaneez and the Buyer that no claim by a third party is possible regarding the Artwork. Urbaneez cannot be held responsible for any failure of the Seller.

7.2. Where the Seller is a Gallery, the Seller warrants that he is authorized to sell and represent the Artist whose works he is offering. He therefore undertakes to have checked beforehand with each Artist that the conditions set out in art 7.1 are respected.

7.3. It is the exclusive responsibility of the Seller to indicate its possible additional conditions in a clear, correct and exhaustive manner. Urbaneez cannot be held responsible in case of failure of the Seller.

7.4. Sellers are required to ensure that any rule which applies to the profession allow them to list their Artworks on the Site. Otherwise, they are required not to use Urbaneez's Services which cannot be responsible in case of unauthorized use of the Site.

7.5. Urbaneez is not required to train or supervise its Sellers and cannot be responsible for damage caused by them.

7.6. Urbaneez is mot a guarantor with respect to the legal obligations of the Seller, such as the obligations related to the Sales Contracts, the administrative requirements in his/her country, and cannot be held responsible in case the Seller breaches these obligations.

8. PURCHASE OF AN ARTWORK – BUYER'S RESPONSIBILITY

8.1. It is the Buyer's sole responsibility to ensure that he will be able to meet its obligations as a creditor and/or debtor under the Sales Contract binding him to a given Seller. Urbaneez cannot be held responsible, for any reason whatsoever, for a potential default of the Buyer.

8.2. In addition, it is the Buyer's responsibility to provide the information necessary for the purchase of an Artwork, in an exact and exhaustive manner, and particularly the information relating to the delivery address which will allow to determine the shipping costs.

8.3. Urbaneez is neither guarantor nor intermediary with respect to the legal obligations of the Buyer, particularly the obligations related to the Sales Contracts he concludes, and cannot be held responsible in case the Buyer breaches these obligations.

9. SELLING PRICE

9.1. Urbaneez is not required to set the Selling Price for each Artwork, the Price listed is the sole responsibility of the Seller. Prices are expressed in four different currencies: Euros (EUR), Us Dollars (USD), Swiss Francs (CHF) and Pounds Sterling (GBP).

9.2. The Sales Price mentioned on the Site does not include the shipping costs that can only be determined during the purchasing process, nor any additional taxes.

9.3. By confirming the Purchase Offer, the Buyer is invited to specify the delivery address during the checkout process. This address is then used to calculate the exact shipping costs and to determine the Final Price.

9.4. Some taxes such as VAT or any other taxes must be included in the listed prices. It is therefore the Seller's responsibility to include VAT or any other taxes, to collect said taxes and to make the related declarations.

9.5. It is specifically mentioned that during any transaction processed on the Site, Urbaneez only acts in the name and on behalf of the Sellers. Urbaneez is therefore not responsible for the Sellers' management of VAT and any other tax and cannot be held responsible in case of default of the Sellers.

9.6. For some deliveries, custom duties or import taxes may apply depending on the legislation of the destination country. These additional costs are calculated when an Artwork reaches the country therefore Urbaneez cannot be held responsible for their application.

9.7. The listed Selling Price does not include the fees related to our payment service provider (Stripe), as these can only be calculated from the total Price of the order. Moreover, these costs will be covered by the Seller and Urbaneez and will be shared between both parties.

10. PAYMENT

10.1. The available payment methods are displayed on the Site during the purchasing process. These means of payment are mainly credit and debit cards.

10.2. Payments are made through Urbaneez's payment service provider (Stripe), in such a way that no financial transactions transit through Urbaneez's servers.

10.3. When validating the shopping cart, the Buyer is invited to complete the credit or debit card information directly on the Site and this information will then be processed by Urbaneez's payment service provider. The terms and conditions of the payment service provider are therefore also applicable to the payment and the User accepts them during the payment process.

10.4. Sellers must have an account with Urbaneez's payment service provider to be able to receive payments from Buyers. Terms and conditions of the payment service provider (**Stripe**) must therefore be accepted by the Seller beforehand. If these conditions are not accepted, the Sellers will not be able to use Urbaneez's Services.

10.5. In addition, by using any other means of payment offered on the Site, Users accept the terms of use defined by these financial service providers.

11. VALIDATION OF THE ORDER

11.1. Once the shopping cart is validated, the Buyer receives an "**Pre-order confirmation**" by email while waiting for the confirmation of the Artwork's availability. The Seller is immediately informed by email of the Buyer's Purchase Offer and has 48 hours to confirm it.

11.2. The Pre-order confirmation leading to the conclusion of a Sales Contract is made available to the Seller and the User by email. Once the Seller confirms the Artwork's availability within 48 hours, each party receives an official "**Order Confirmation**" by email which allows the shipping process to start.

11.3. The Buyer and the Seller must check the Pre-order confirmation upon receipt. It is their sole responsibility to verify that it corresponds to the Artwork they wish to buy or sell. In case of an error, the Buyer or Seller must notify Urbaneez within 24 hours. After this time limit, the Pre-order confirmation is considered accepted.

12. COST OF SERVICE

12.1. Urbaneez's commission amounts to 50% on the listed Selling Price on the Site. The Seller perceives 50% on each sale done through Urbaneez. Shipping costs being totally treated separately and paid by the buyer.

12.2. Urbaneez's payment service provider is responsible for collecting the Buyer's payment, to pay the shipping costs calculated in the shopping cart to the logistics partner, the Urbaneez's and Seller's commission. Urbaneez cannot be held responsible in case of failure in the processing of the transactions made by its payment service provider.

12.3. Shipping costs that are calculated by Urbaneez's algorithm during the checkout process are entirely charged to the Buyer. Neither the Seller nor Urbaneez can receive a commission on these costs which are completely independent.

12.4. Urbaneez reserves the right to modify its pricing conditions at any time, respecting a reasonable notice to Sellers already registered.

13. SHIPPING AND DELIVERY

13.1. Shipping costs are entirely paid by the Buyer. The Seller should not include them in the Selling Price as they depend on the delivery address provided by the Buyer.

13.2. The costs to pack and prepare an Artwork for shipment are under the entire responsibility of the Seller and must respect the strict recommendations provided by Urbaneez to avoid damages during transportation.

13.3. Urbaneez undertakes to organize the collection of a sold Artwork through its logistics partner (excluding Artworks of small sizes) and to organize the shipping and delivery to the Buyer's final destination.

13.4. Shipping and delivery of Artworks are handled by Urbaneez's logistics partner, specialized in fine art shipping at international level.

13.5. The exact shipping costs are instantly calculated through the algorithm of Urbaneez's logistics partner when the Buyer specifies his delivery address during the checkout process. These include an ad-valorem insurance that cannot be removed for security reasons.

13.6. Each Artwork shipped must include the original invoice issued by the Seller and the certificate of authenticity signed by the Artist or the partner Gallery.

14. RIGHT OF WITHDRAWAL

14.1. The Buyer has 14 days from the receipt of the Artwork to exercise his right of withdrawal by sending an email to support@urbaneez.art. Urbaneez will then handle the withdrawal request and will organize the return.

14.2. The Artwork must nevertheless be in perfect condition to exercise this right of withdrawal and must be repacked in its original packaging or of equivalent quality to avoid any damage during its return.

14.3. The returned Artwork that does not comply with these conditions and that is damaged or soiled by the Buyer will not be refunded. Urbaneez reserves the right to find a possible arrangement at its sole discretion.

14.4. The Seller must reimburse the Buyer through Urbaneez's payment service provider within 14 days following the reception of the returned Artwork. The refund will cover the Final Price paid by the Buyer.

14.5. The right of withdrawal does not apply for custom Artworks commissioned to an Artist by a Buyer through the Urbaneez's Art Advisory Service.

15. RETURN AND REFUND

15.1. If an ordered Artwork has unfortunately been damaged during transportation, or if it does not correspond to its description, the Buyer must contact Urbaneez within 48 hours upon receipt of his order. An email must be sent to support@urbaneez.art showing the damage or the non-compliance of the Artwork. Any evidence that enables Urbaneez to determine the origin of the problem, including photographs, should be sent.

15.2. Urbaneez will then investigate. The Buyer is in charge of packing the Artwork to be returned in its original packaging, respecting strict recommendations provided by Urbaneez and adding the original invoice.

15.3. If the defect is proven or if the damage is not the Buyer's responsibility, Urbaneez will organize the return of the Artwork and propose a solution.

15.4. Once the Artwork is returned to the Seller and the necessary verifications carried out, Urbaneez in collaboration with the Seller will propose, where possible, the restoration or replacement of the Artwork. If the restoration or replacement is impossible, the price paid during the order will be fully refunded to the Buyer.

15.5. Returns are handled by Urbaneez's logistics partner but are initiated individually from the original order. The delivery address must however be the same.

15.6. The shipping costs related to the return of an Artwork will be charged to the Buyer and communicated once the request has been approved by Urbaneez.

16. RESPONSIBILITY

16.1. It is recalled that Urbaneez is never party to the Sales Contract that is established directly between the Buyer and the Seller for any order placed through the Site.

16.2. As stated in the **General Terms and Conditions**, Urbaneez cannot be held responsible for any inaccurate or incomplete information provided by the Buyers and Sellers. The latter agree to be solely responsible for their decision to conclude or not the Sales Contract. As an intermediary, Urbaneez is not responsible for the good execution of the contractual and legal obligations of the Seller and Buyer and is not required to control it.

16.3. Urbaneez implements the measures that can reasonably be expected from an intermediary to limit fraudulent use of the Site. However, Urbaneez cannot be responsible in the event of a non-compliant use of the Site except in case of serious fault by Urbaneez.

16.4. It is reminded that the Seller is solely responsible for the information he indicates on the Site, particularly with regards to the description of the Artwork (size, weight, technique...). The elements mentioned on the Site cannot be qualified as guarantees or qualities from Urbaneez since they are the Seller's responsibility who owns the original Artworks.

16.5. By purchasing the Seller's Artwork, the Buyer agrees to be bound to the additional terms and conditions of that Seller. Urbaneez cannot be held responsible for the non-execution of the Sales Contract nor for the Buyer's compliance with its obligations.

16.6. The general exclusion of liability of Urbaneez also extends to the breach of pre-contractual obligations of Buyers and Sellers as well as to the extra-contractual liability of the latter.

16.7. In any case, the responsibility of Urbaneez cannot be engaged for an amount exceeding the listed Selling Price of an Artwork on the Site.

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