

TERMS AND CONDITIONS

These terms and conditions are applicable only to the sale of artworks on the SATELLITES OF ART site.

Definition:

“Buyer” shall mean a user who accesses the Website (www.satellites-of-art.com) and buys Art from the Website. “Description” means all the details of an art work as set out in the Website and may include, without limitation, the name of the artist, designer or manufacturer, the title of the painting, and the following additional details:

For artworks: the signature of the artist/ date (if any), the surface, medium and dimensions, year and any additional information related to the painting.

General terms:

1. The Work of Art made available for sale on the Website may not always be in the physical possession of SATELLITES OF ART and may be physically located anywhere in the world.
2. All Work of Arts made available for sale on the Website will be sold at the price listed will be granted to the Buyer. The price of the Work of Art listed does not include duties, taxes, shipping and handling, which will be charged as applicable and would depend on the physical location of the Work of Art as well as the shipping address provided by the Buyer. The information provided during registration or amended at the time of finalizing a purchase shall be the final billing address and shipping address for delivery of the Work of Art.
3. The Buyer agrees that the Buyer is liable for any duties and taxes that might be applicable on the purchase as per clause 2 above and such charges shall be payable in addition to the price of the Work of Art.
4. All invoices will be raised by SATELLITES OF ART based on the information provided by the Buyer or amended at the time of finalizing a purchase.
5. Placing an order on www.satellites-of-art.com constitutes an irrevocable acceptance of the purchase. Unless rescinded/cancelled by SATELLITES OF ART within 2 working days on account of a default by the artist or any prior or continuing breach by the Buyer, such acceptance results in an enforceable contract of sale. The contract of sale is between SATELLITES OF ART (acting as the agent of the artist) and the Buyer.
6. SATELLITES OF ART shall have the right to cancel any order placed on the website www.satellites-of-art.com, at any time prior to the delivery of the Work of Art, without assigning any reason whatsoever.
7. SATELLITES OF ART shall assume no responsibility for any errors or omissions that may occur in the Description, pricing or other content related to the Work of Art. In the event of such an error, SATELLITES OF ART reserves the right to cancel the order placed by the Buyer by informing the Buyer in writing or by electronic mail.
8. Once an order is placed on SATELLITES OF ART the Buyer is required to make payment for the price of the Work of Art as well as the charges referred to above within 7 working days from the date of placing the order. In the event that SATELLITES OF ART does not receive payment within 7 working days SATELLITES OF ART reserves the right to cancel the order without prior notice to the Buyer. Alternately, and without prejudice to the foregoing, SATELLITES OF ART may, at its absolute discretion, hold the Work of Art for the Buyer and charge any storage and insurance costs applicable on the purchase and/or may seek to commence legal proceedings (acting as the agent of the Seller) to ensure execution of the contract of sale.

9. The Work of Art will be delivered/shipped to the Buyer once all necessary documentation, relating to transportation, tax, etc. as may be reasonably requested for by SATELLITES OF ART are completed and payment has been realized in full including any additional charges. Transit insurance costs will be included in such additional charges, unless specifically advised otherwise by the Buyer.
10. You agree to abide by all provisions prescribed in these terms and conditions. In particular, you warrant that all information that you submit will be true and accurate (including without limitation your credit card number and expiration date), and you agree to pay all costs, charges plus all applicable taxes for the purchases made by you.
11. SATELLITES OF ART is authorized by the artist to exercise complete discretion in (i) the illustration and descriptions of the painting for viewing and sale and (ii) acceptance or rejection of orders received.
12. All paintings/Work of Arts displayed on the Website are supported by an authenticity guarantee from the artist.
13. SATELLITES OF ART is not obligated to provide any physical preview of the Work of Art either before or after the sale. SATELLITES OF ART is in no way liable for the condition of the painting/Work of Art. Condition reports are provided on request and are based on the information provided by the artist. In the event that SATELLITES OF ART is of the view that there is a significant difference in the physical aspect relative to its appearance as displayed on the website, an email will be sent to the Buyer regarding the difference and SATELLITES OF ART will await the Buyer's decision to proceed with the order.
14. The Buyer warrants that all the information furnished at the time of registration is true and correct and any change in the information provided will be updated and intimated to SATELLITES OF ART immediately. SATELLITES OF ART is entitled to act on the basis of the information provided and seek such further information, clarifications or verifications as it may deem necessary for granting registration. Such registration may be suspended or cancelled where SATELLITES OF ART forms a reasonable view that any of the above information may be inaccurate. However, such registration will be restored immediately on the buyer furnishing information to the satisfaction of SATELLITES OF ART.
15. Please Note: The artworks will be shipped to the customer once all necessary documentation, pertaining to transportation, address, insurance, tax, etc. are completed and the payment has been realized in full including all relevant additional charges. Once the payment is realized, it will take up to 5 working days to dispatch the artwork. SATELLITES OF ART shall not be responsible for delays in delivery and performance that are due to events of force majeure or events beyond its reasonable control or that of its subcontractors (including, in particular, strikes, lock-outs, governmental orders, shortage in energy or transportation, environmental & human caused disasters etc.). In such a case, SATELLITES OF ART shall be entitled to either (i) postpone the delivery and performance by a period corresponding to that of the event of force majeure increased with a reasonable restarting time.
16. Please refer to the Disclaimer and the terms of our Privacy Policy, which together with these terms and conditions govern your use of the website.