



## Term and Conditions:

### 1. Payment Terms

- Invoicing for goods material and services is to be made in accordance with an agreed schedule. Where no such agreement exists then the issuing of invoices shall be at our discretion.
- Payment of our invoices by the Client is due before Art has been delivered. All Artwork provided by PiNK CHOCOLATE ART AGENCY under this agreement shall remain the property of PiNK CHOCOLATE ART AGENCY until paid for in full by the Client.
- If you would like work shipped to you, you would pay for them in full, plus carriage.
- Your order will be fulfilled as soon as we can. We will inform you immediately about any delays and advise you of the delivery day.
- The actual artwork colours may not match the colours on your screen depending on monitor configuration.
- The price may not include framing. This can be confirmed with us. We can arrange framing at additional cost.
- When shipping to you, we will provide you with a shipping quote, to be agreed by you, prior to dispatch; this price includes packing and insurance in transit.
- We do not guarantee that the art on our site will always be available, nor do we guarantee that we will provide an error free service.
- Purchasers are responsible for any local customs, duties and local taxes required.
- Any proposal or estimate or quotation offered by PiNK CHOCOLATE ART AGENCY is based on our knowledge and understanding of the Client's requirements. If as a result of any scoping or specification which PiNK CHOCOLATE ART AGENCY or its appointed artists may undertake or by any other means we become aware that the Work to be delivered varies significantly from the prevailing understanding we will inform the Client at the earliest reasonable opportunity.? Any such variations may affect the scope delivery schedule and or cost of the project
- Any of the Art created by PiNK CHOCOLATE ART AGENCY appointed Artists remain the copyright of the appointed Artists respectively and may not be commercially reproduced or resold unless by prior agreement with PiNK CHOCOLATE ART AGENCY.
- All trade or professional information other than information in the public domain given to any of the parties or their respective employees by the other shall remain the property of the party giving that information.
- Each of the parties agrees to use all reasonable means to prevent the disclosure of any trade or professional information not in the public domain to any third party or to any of its employees or agents other than that required to carry out the Work to which this agreement applies.

### 2. Termination, the contract may be terminated forthwith

- by PiNK CHOCOLATE ART AGENCY if the Client fails to pay any sum due pursuant to the contract within seven days of the final due date provided that written notice has been supplied
- by any party if the other commits any material breach of any term of the contract and which shall not have been remedied? within sixty days of a written request to remedy the same
- by any party if the other ceases to trade or becomes insolvent or similar.

### 3. Governing Laws

- These Terms shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.