



Terms and conditions of sale

1. The contract

1.1 The Buyer's contract is with Modernity Stockholm AB, a company registered in Sweden and having its registered office at Sibyllegatan 6, 114 42 Stockholm, Sweden.

1.2 The contract between Modernity Stockholm AB and the Buyer for the sale and purchase of the artworks identified on the invoice (hereinafter referred to as 'Artwork') shall consist of these terms and conditions of sale.

2. Payment

Payment of the purchase price as referred to on the invoice as Total Due (hereinafter referred to as 'Price') is due within ten working days of receipt of the invoice to the bank details listed under Payment details.

3. Condition

3.1 The Buyer is buying the Artwork in its present condition.

3.2 Rewiring of lighting pieces is not included in the price, unless otherwise stated.

3.3 Restoration and/or modification to the Artwork is not included unless otherwise stated on the invoice.

4. Risk of loss and buyer's obligations

4.1 The cost of the Artwork does not include shipping.

4.2 Risk of loss or damage to the Artwork shall pass to the buyer upon release of the Artwork to the Buyer or to the carrier designated for shipment.

4.3 All shipping arrangements exclude applicable duties/taxes unless otherwise stated. These are to be covered by the Buyer.

5. Transfer of ownership

Title to, and possession of, the Artwork shall not pass to the Buyer until Modernity Stockholm AB has received payment of the full Price in cleared funds.

6. Breach of contract by the buyer

In the event that the full Price stated on the invoice is not received by Modernity Stockholm AB within ten working days of the Buyer receiving the invoice, Modernity Stockholm AB reserves the right to rescind the sale of the Artwork to the Buyer and make it available to other clients.

7. Liability

Any claim against Modernity Stockholm AB in connection with the condition of the Artwork must be brought within a 14-day period from the Buyer receiving the Artwork. Modernity Stockholm AB shall not accept any claim once this period has expired. In cases where the Artwork is sent with FedEx, it is the Buyer's responsibility to thoroughly condition check the Artwork within 48 hours of receipt and to report any issues in writing to Modernity Stockholm AB. The unpacking process must be photographed throughout.

8. Anti-money laundering

Modernity Stockholm AB's operations are subject to anti-money laundering legislation which means that Modernity Stockholm AB must collect and assess specific information about its customers. The Buyer is aware of and accepts that the purchase of the Artwork is conditioned upon the Buyer's completion of Modernity Stockholm AB's anti-money laundering and know your customer procedures. The Buyer shall provide the necessary information as instructed by Modernity Stockholm AB in accordance with Modernity Stockholm AB's policies and routines applicable from time to time. Modernity Stockholm AB shall have a right to cancel the sale and return any payment made by the Buyer. Modernity Stockholm AB shall under no circumstances be liable towards the Buyer or any third party due to a refusal to sell the Artwork or cancellation of a sales contract in accordance with this section 8.