

Armenia Art Ltd
20-22 Wenlock Rd
London N1 7GU

The AGREEMENT

In The Agreement (as defined below) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Person”	Shall mean and include any legal or natural person or persons;
“Buyer”	The Person ordering the Article through the Website
“Credit Card Surchage”	The fixed percentage applied to the total transaction value to cover costs of processing by credit card
“Armenia Art Price”	This is the price including Sales Tax and Commission that the Seller will sell the Original Work of Art
“ Armenia Art Website”	This website ArmeniaArt.com owned and operated by Armenia Art Ltd , Registered in UK, Number: 09534198,20-22 Wenlock Road, London N1 7GU
“Digital Works”	Digital images of works of art
“Commission”	The monies paid by the seller to ArmeniaArt.com to cover Armenia Art for the activities including but not limited to marketing , promotion and finding a buyer
“Artist”	The person or persons who made, produced or created the work of art displayed on ArmeniaArt.com. By uploading work to the website you become a Seller.
“Seller”	By uploading Articles to this Website you agree to become a Seller and abide by these terms and conditions

1. RELATIONSHIP

1.2 By registering and uploading the Original Work of Art(s) the Seller hereby appoints the Armenia Art Website as an independent non-exclusive online reseller for work that is available for sale through the Website and on third party websites (collectively "Online Sales") and you hereby grant Armenia Art Website a worldwide, transferable, nonexclusive (unless agreed differently), right to:

i. sale, use, reproduce, distribute, publicly perform and publicly display copies of the Original Work of Art(s) Sales via Online Sales channels;

i.i access, view, use, crop, resize, copy, distribute, , publicly display, publicly perform, transmit and broadcast copies of the Original Work of Art in any form, medium or technology now known or later developed for the purpose of promoting the Original Work of Art (s)

1.3 The Armenia Art Website does not act as your agent and has no authority to bind you. This Agreement shall not be deemed to constitute a partnership, joint venture, contract or relationship of employment between the parties.

1.4 The Armenia Art Website has no contractual relationship with the Buyer in respect of sales of Original Work of Art(s) and or services through the Website

1.5 The Seller shall make any appropriate changes to the availability of the Original Work of Art(s) as soon as possible via email artist@armeniaart.com or to the contact details given to you during the registration process.

1.6 The Armenia Art Website is not obliged to mediate between you and Buyers or to enforce or execute fulfilment of any contract.

1.7 As a Seller you may also submit listings for digital images of works of art ("Digital Works") that you have created and that you desire to commercially exploit through the Armenia Art Website .

2 OWNERSHIP

2.1 The Seller acknowledges and accepts sole responsible for all available for sale through the Website.

2.2 The Seller is the sole and exclusive owner of the Original Work of Art (s) or and is properly authorised to sell and transfer it title free from any third party claims, liens and it does not infringe the copyright or other intellectual property rights of any other person

2.3 The Seller further warrants throughout the course of this Agreement that he/she is not

aware of any actual, pending or potential claims by third parties alleging infringement of copyright or intellectual property rights in relation to any of the Works.

2.4 The Seller will have obtained all clearances and shall be responsible for all costs and expenses related to third party rights necessary for the exploitation of the Article on the Armenia Art Website as envisaged by The Agreement

2.5 The Website reserves the right to remove any Article from the Site or Platform and remove the listing at any time in its sole discretion.

3 PRICING

3.1 The Seller shall be solely responsible for setting the initial Armenia Art Price of your Original Works of Art(s).

3.2 The Armenia Art Price will be the Sellers price plus Armenia Art Commission, between 35%-45%, plus when applicable the Sales Tax, and a Credit Card Surcharge of 3% on the total transaction value.

3.3 The Seller is responsible for paying taxes that they are liable to pay to the government or local authority in their country

4. PAYMNET

4.1 Armenia Art Website will take payment for sales from Buyer and hold these in a Armenia Art Ltd account until delivery has taken place and the return period has expired, **seven days (7 days)** and a Payment will then be made at the end of each calendar month after deducting all fees as set out in this agreement to the your nominated bank account.

4.2 Armenia Art Website will be entitled to withhold any payment to you if there is, or in Armenia Art.com reasonable opinion is likely to be, a dispute with Seller or a dispute between Seller and any Buyer using the Platform or third party website, until such dispute is resolved to Armenia Art reasonable satisfaction.

5. DELIVERY, PACKEGING

5.1 You are responsible and liable for costs of all packaging materials, These costs cannot be reclaimed from Armenia Art.com under any circumstances and should be taken into account when pricing Your Artworks.

5.2 For Original Works of Art(s), **from Armenia** Armenia Art Website will provide you with the

name and address of the purchaser and will provide you with information regarding its preferred-shippers . You agree to ship the purchased Original Work of Art **within four (4 days)** following the date of purchase

5.3 Artists living outside of Armenia should provide the shipping cost for different delivery regions from your chosen courier service for the artworks that you propose to sell. Armenia Art at its sole discretion may be able to assist you in obtaining that information in regard to specific sales.

5.4 You accept that the Buyer may return the Original Work of Art(s) **within 7 days** of receipt. You will not liable for return delivery expenses.

6. LAW & DISPUTES

6.1 This Agreement is governed by English Law.

6.2 Any dispute arising from this Agreement which cannot be settled by negotiation will be finally resolved by the English courts.