

GENERAL TERMS & CONDITIONS OF SALE

These terms and conditions of sale ("**Terms and Conditions**") shall apply to all sales of artwork(s) made by Singapore Tyler Print Institute ("**STPI**") to its customer ("**Customer**").

**Payment for Purchase of Artwork(s)**

1. Payment of the purchase price for artwork(s) shall be made in full within thirty (30) days of the issuance of the invoice for such artwork(s), failing which the artwork(s) will be released for sale to other parties. The purchased artwork(s) will not be delivered to the Customer until full payment (including payment of delivery fees and all charges in connection with the artwork(s)) has been received by STPI.
2. Customer shall bear all local goods and service tax ("**GST**"), withholding tax and similar taxes, if any, in respect of the sale of artworks and any services provided to the Customer in connection therewith. Where the Customer is resident outside of Singapore and/or the artwork(s)/services are to be delivered or provided outside Singapore, it is the Customer's responsibility to ensure that their logistics agent provides to STPI a copy of all relevant and necessary GST outward permits, bills of lading, or airway bills within thirty (30) days from date of acknowledgement of receipt of goods on the Artwork Release Form and produces the originals of such documents for inspection upon STPI's request. Failing which, GST at the prevailing rate will be charged to the Customer.
3. All artwork prices stated by STPI are exclusive of any:
  - a. custom duties (import or export or other foreign country taxes);
  - b. bank remittance charges;
  - c. storage and logistics fees;
  - d. insurance fees; and
  - e. other applicable charges.

**Copyrights and Reproduction Rights**

4. Unless otherwise notified by STPI, all copyright, reproduction rights and intellectual property rights in the artwork(s) are and shall remain fully the property of, and reserved by, the artist(s)/STPI. Customer shall not reproduce, publish or otherwise communicate the work to the public (including broadcasting the work and/or making it available on a network or otherwise), save as permitted by law, expressly provided for herein or with the prior written consent of the artist/STPI. If Customer breaches any of its obligations under this clause 4, Customer agrees that:
  - a. the payment of damages will not be a sufficient remedy to compensate the artist(s)/STPI for the breach;
  - b. the artist(s)/STPI may apply to court for an order to prevent Customer from continuing to breach its obligations under these Terms and Conditions; and
  - c. the artist(s)/STPI may contact any publisher, broadcaster, operator of any internet website or gallery, or any other person in connection with the display, publication,

broadcasting or other unauthorised use of the artwork(s), and instruct such person, on the Customer's behalf, to cease any such use of the artwork(s).

Customer acknowledges and accepts its obligations to abide under these Terms and Conditions.

## Delivery of Purchased Artwork(s)

5. As soon as the purchase price for the artwork(s) has been paid in full, STPI shall notify the Customer in writing to make delivery arrangements for the artwork(s) (the “**Delivery Notice**”). Customer shall notify STPI in writing of (i) their preferred destination for the delivery of artwork, and (ii) the preferred date of delivery (which shall be within 30 days of the date of the Delivery Notice (the “**Delivery Period**”), subject to availability of STPI’s delivery service providers and shall be at least one (1) week from the Customer’s notice to STPI).
6. Customer shall take delivery of the artwork(s) within the Delivery Period. If Customer fails to take delivery within the Delivery Period for any reason whatsoever, the artwork(s) will be stored at third-party storage premises and will be deemed to have been delivered to the Customer. The storage fee at the third-party storage premises will be borne by the Customer (based on the prevailing rates determined by STPI from time to time), and must be paid in full before delivery of the artwork(s). The risks of any damage or loss to the artwork after the Delivery Period shall be solely borne by the Customer.
7. Upon full payment of the purchase price of the artwork(s) and the earlier of (i) the delivery of the artwork(s) to the Customer or (ii) the expiry of the Delivery Period, Customer shall be responsible for the artwork(s) and the title to and risk in the artwork(s) shall pass to Customer and the Customer shall be responsible for insuring the artwork(s).
8. STPI shall not be liable for any damage of any kind to the artwork(s) resulting from or in connection with the storage of the artwork(s) by STPI. Customer shall indemnify and hold harmless STPI from and against any claims, demands, proceedings, actions, payments, fines, losses, costs (including any legal costs), expenses, damages, or other liabilities whatsoever (collectively, “**Losses**”) which STPI incurs arising out of or relating to or in connection with the storage of the artwork(s) after the expiry of the Delivery Period.
9. STPI shall provide a condition report of the artwork(s) upon receipt of full payment of the purchase price of the artwork(s).
10. For delivery outside Singapore:
  - a. Customer shall be responsible for all shipping, delivery, handling, storage, installation and insurance charges (as applicable), and upon STPI's payment of such charges, as the case may be, they will be added to the final invoice or otherwise reimbursed by Customer to STPI. Customer shall also be responsible for any custom fees or any additional delivery charges resulting from customs review.
  - b. STPI strongly recommends shipping and delivery of artwork(s) in customised wooden crates to Customer’s preferred destination with professional art handling and logistics companies.
  - c. STPI does not recommend the use of courier services (e.g. DHL, FedEx) for artwork delivery. STPI shall not be liable for any damage of any kind to the artwork(s) resulting from or in connection with any delay in shipment or delivery of the artwork(s).
  - d. Customer is strongly encouraged to purchase transit insurance for artwork deliveries. It is recommended that Customer shall inspect the artwork(s) at the point of arrival and report any damage that occurred during transit to the insurance company immediately.

- e. Customer shall indemnify and hold harmless STPI from and against any Losses which STPI incurs arising out of or relating to or in connection with any non-compliance with export control regulations by Customer, and Customer shall compensate STPI for all Losses resulting thereof.
11. For delivery within Singapore:
- a. Customer shall be responsible for the charges for delivery, handling and installation of the artwork(s), unless otherwise indicated or notified by STPI in writing. STPI reserves the right to require all delivery and/or service fees (including taxes) to be paid in full prior to the delivery, handling or installation of the artwork(s).

#### **Restriction of Resale of Artwork(s)**

12. By purchasing the artwork(s), the Customer agrees not to resell the artwork(s) purchased within one (1) year of the purchase date (such date being the date of STPI's receipt of full payment of the artwork(s) from Customer) ("**Purchase Date**").
13. In the event that the Customer needs to make a resale of the artwork(s), the Customer must first offer to sell it back to STPI. STPI reserves the right to buy back the artwork(s) or offer to enter into a consignment agreement with the Customer.
14. Otherwise, in the event that the artworks is resold within the first year of the **Purchase Date** to an external party, the Customer will be required to pay a resale royalty of 10% of the selling price to STPI for the resale.

#### **Our Liability**

15. STPI makes no representation or warranty of any kind whatsoever, express or implied, in connection with the artwork(s). STPI shall not be liable to Customer for any damages to the artwork(s) due to any act, omission, default, misconduct, negligence of Customer and/or its employees, directors, managers, officers, contractors, sub-contractors, agents, service providers (collectively, "**Representatives**"). We strongly recommend Customer to approach STPI representatives if there are questions regarding handling, display and storage methods.
16. STPI shall not be liable to Customer for any special, indirect, incidental or consequential damages arising out of or relating to or in connection with the sale, shipping, delivery, non-delivery, handling, storage, installation, servicing, use or loss of use, of the artwork(s), and in any event, STPI's liability under any claim made by Customer shall not exceed the purchase price of the artwork(s) paid by Customer to STPI.
17. In the event any changes to the artwork(s) occur due to the inherent materials in the artwork(s) within one (1) year of the purchase date (such date being the date of STPI's receipt of full payment of the artwork(s) from Customer) ("**Purchase Date**"), STPI will offer complimentary repair services for the artwork(s). If the artwork(s) is located outside of Singapore, STPI will arrange for appropriate conservators or framers to manage the repair. This clause 17 shall not be applicable if the damage to the artwork(s) is due to any act, omission, default, misconduct, negligence of Customer and/or its Representatives (including any mishandling, removal of the artwork's frame and/or exposing artwork(s) to risk of damage).
18. If the framing of the artwork(s) is damaged due to structural damages within one (1) year of the Purchase Date, STPI will offer complimentary restoration services. This clause 18 shall not be applicable if the damage to the framing of the artwork(s) is due to any act, omission, default,

misconduct, negligence of Customer or its Representatives (including any mishandling and/or exposing the frame or artwork(s) to risk of damage).

**Miscellaneous**

19. Save for clause 4 which may confer benefit on the artist(s) of the artwork(s) and is intended to be enforceable by him/her/them, STPI and Customer do not intend that any term of these Terms and Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) by any person who is not a party hereto.
20. STPI is not liable for any breach of its obligations resulting from causes beyond its reasonable control such as war, natural disasters or acts of God.
21. STPI shall not be liable for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence STPI, its employees, agents, sub-contractors or otherwise) which arise out of or in connection with the sale of the artwork(s) or its use and the entire liability of STPI to the Customer under or in connection with the sale of the artwork(s) shall not exceed the total sum paid for the artwork(s).
22. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms and Conditions in respect of such jurisdiction but without invalidating (i) any of the remaining provisions of these Terms and Conditions and/or (ii) the affected provision(s) in any other jurisdiction. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
23. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore.
24. Any dispute or controversy arising in connection with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the Singapore courts.