

Artist Product Sales Policy

Artists and Artisans Development and Network (AADN) will be accepting artwork of all kinds to sell on our new online store. This Product Sales Policy forms a legally binding agreement between you and Artists and Artisans Development and Network (AADN), the supplier of the Service. Your statutory rights are not affected.

Definitions

"Us/Our/We" refers to Artists and Artisans Development and Network (AADN).

"You/Yours" etc. refers to the Artist, a user of our services.

"Site/Sites" refers to web site <u>www.artistsnandartisans.ca</u> or any other sites owned and controlled by Us.

"Artwork/Artworks" means artwork/craftwork owned and controlled by the Artist for the purposes of selling through the website.

"Service" means the process of displaying/marketing/selling your Artwork through the Sites.

Acceptance of Artist

- We reserve the right to accept or decline Your application to market or sell your Artworks through Us. Your application includes Your acceptance of these terms and conditions.
- You warrant that all information supplied to Us is accurate, and up to date.
- You agree to have Your artworks and descriptive information displayed on the Site.
- You will inform Us of any changes in the information stored by Us including name, address and contact details, pricing of Artworks, and the Sold status of Artworks.

Acceptance of Artwork

- We reserve the right to accept or decline Your application to market/sell any Artwork through Us for any reason.
- If a sale is made you are entering into a legally binding contract with Us to complete the sale and dispatch the artwork in the agreed time.

Non-Exclusivity

- Artist may market/sell their Artwork on other websites or channels simultaneously with marketing/selling through Us, provided:
- this does not affect the Artist's ability to deliver the Artwork to the Customer within the specified time.
- the Artist do not offer the same Artwork at a price lower than the price which the Artist are offering it through Us.
- the Artist will immediately notice Us to remove the Artwork from the website as soon as the Artwork is sold through another channel.

Copyright

- You warrant that all work sold through Us is free of any copyright restrictions or intellectual property disputes. You warrant the Work is Yours to sell.
- The copyright in the Artwork will remain with You even after ownership of the Artwork is transferred to the Customer.
- You grant us a perpetual and irrevocable license to use photographs of your Artwork on the Website and in any marketing materials, including on any websites, social media, in any advertising campaigns, online or offline, at any time.

Pricing and Artwork Particulars

- You will choose the normal price which the Artwork should be sold for. This price must be inclusive of VAT (if applicable) and Your delivery and insurance costs and Our commission. Our commission rate will normally be 30% for work marketed and sold on Our website.
- When a sale is made You will receive 70% of all profits.
- Payment methods available for selection include check, bank wire, or PayPal
- Your payment will be released a week after the Artwork has been delivered to the customer
- All Artists must provide a completed tax form to receive payment

Packaging and Shipping

- When your Artwork is sold on our website You will be notified via email
- Next you must schedule a date within 2 to 3 days of the sale to have our courier pick up Your Artwork
- You must include a Certificate of Authenticity which we will provide
- You are responsible for packaging Your Artwork and bear all packaging costs
- Package your Artwork to ensure they will remain undamaged during delivery
- You will not include any contact details that would encourage the customer to deal directly
 with You in the packaging, such as business cards, leaflets, letters of solicitation for business
 etc.

Indemnification and Release

Artist agrees to indemnify, defend and hold Artists and Artisans Development and Network (AADN) harmless from any liability (including attorney's fees and the costs of defending any actions) arising out of any claim by any individual, institution, or other person claiming full or partial title or copyright to the Artwork. Artist accepts all risk associated with the Artwork being on display on the website, and hereby releases all claims and subrogation against Artists and Artisans Development and Network (AADN) for any loss or damage to the Artwork, however caused.

Contact Information

Address: 10 Milner Business Court, Suite 300, Scarborough ON M1B 2C6 Email: info@artistsnandartisans.ca Phone Number: 416-524-7743