

DHC/ART Foundation for Contemporary Art  
STANDARD TERMS AND CONDITIONS FOR THE SALE OF ARTWORK

**INTRODUCTION**

These terms and conditions (the **"Terms and Conditions"**) apply to the sale of a DHC/ART Limited Print or Portfolio (the **"Artwork"**) by the Artists Jake and Dinos Chapman (the **"Artist"**) by DHC/ART to you.

**TITLE AND RISK**

As soon as the purchase price is paid in full, you will become the legal owner of the Artwork and, upon such payment, you will be responsible for the Artwork and the risk of damage to or loss of the Artwork will pass to you.

**ONWERSHIP OF THE ARTWORK COPYRIGHT**

The Artwork was specially commissioned in conjunction with the exhibition of work by the Artist and DHC/ART (the **"Exhibition"**). The Artist has worked closely with DHC/ART to produce the Artwork on the strict understanding that it will be available for purchase exclusively through DHC/ART or any other outlet approved by DHC/ART. It is the Artist's expectation that the Artwork will not be purchased for resale and will be retained by you for your own personal enjoyment. Specifically, you may not sell or offer for sale the Artwork on any Internet-based auction or website.

Copyright of the Artwork remains the property of the Artist.

You may not produce any image of the Artwork and may not, at any time, publish or submit for publication or reproduction an image of the Artwork to a third party, including an Internet website.

If you breach any of your obligations under paragraph 3.3 you agree that:

- (a) The payment of damages will not be sufficient remedy to compensate us or the Artist for your breach ;
- (b) We may, and the Artist may, apply to the court for an order to prevent you from continuing to breach your obligations under these Terms and Conditions; and
- (c) We may, and the Artist may, contact the operator of any Internet website on which the Artwork is being offered for sale or on which an image of the Artwork has been placed by you or at your direction, and instruct such operator, on your behalf, to remove any such offer for sale or image from any such internet website.

**DATA PROTECTION**

We may collect, hold, control, use and transmit personally identifiable information obtained from you in the course of your purchase of the Artwork. By agreeing to these Terms and Conditions you agree to such information being used in these ways and for

such information to be disclosed to the Artist if you are in breach of your obligations under these terms and conditions.

**LIABILITY OF DHC/ART**

We make no representation or warranty of any kind whatsoever, express or implied, in connection with the Artwork. DHC/ART and its officers, directors, employees, shareholders or agents exclude all liability (whether in contract, tort or otherwise), to the fullest extent permitted by applicable law, for any loss or damage that may result to you or a third party in connection with the Artwork.

**RIGHTS OF THIRD PARTIES**

No person other than you and DHC/ART have any rights under these Terms and Conditions other than in respect of paragraph 3 above which confers a benefit on the Artist and is intended to be enforceable by the Artist.

**GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with Quebec law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of Quebec courts.