**TERMS AND CONDITIONS OF SALE**

These Terms and Conditions accompany the Reservation/ Order attached hereto as if fully written therein. The Purchase Order constitutes an offer by the Buyer referenced on the Purchase Order to MARKOWICZ FINE ART LLC.

**1. PARTIES.** Markowicz Fine Art LLC, a State of Florida U.S.A. LLC, is hereafter referred to as "Seller," and the person or company purchasing goods, as referenced on the reservation /Order form , is hereafter referred to as "Buyer." All artwork described on the Quote or Purchase Order are referred to as "Products".

**2. PRICE; PAYMENT.** Buyer shall be solely responsible for any state, local, or federal sales, use, VAT, excise, import fees, or other taxes. Such taxes will be added to the final invoice prices in those instances in which Seller is required to collect them from Buyer; provided, however, that if Seller does not collect any such taxes and is later asked by or required to pay such taxes to any taxing authority, Buyer will make such payment to Seller. At Seller's option, prices may be adjusted to reflect any increase in the costs of Seller resulting from state, federal or local legislation or any change in the rate charge or classification of any carrier. Unless otherwise specified by Seller, all prices are F.O.B. Seller's shipping point. The purchase price is due prior to shipment. Invoices unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum allowable interest rate under applicable law and Buyer shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorneys' fees.

**3. SHIPMENT; DELIVERY; RISK OF LOSS.** Title to and risk of loss of the Products shall pass to Buyer as soon as the Products are delivered by Seller to the carrier. Each shipment date is approximate, and Seller shall not be responsible for any damages of any kind resulting from any delay in shipment or delivery of any Products. Buyer shall be responsible for all shipping, delivering, handling, storage and insurance charges, such charges to be added to the final invoice or reimbursed by Buyer to Seller upon Seller’s payment of such charges. Buyer shall be responsible for any customs fees or any additional delivery charges resulting from customs review.

**4. WARRANTY.** Seller warrants that the Product is an original work of art of the named artist or a giclee print signed and/or embellished by artist and is sold “as is” and in substantial compliance with the quality and condition portrayed on Seller’s website. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY, INSTALLATION, OR SERVICING OF THE PRODUCTS. Identical images published using different media, e.g. an original painting, giclee print (poster), image on a website etc., may have very different parameters, including, but not limited to color, brightness, lightness, hue, and therefore may look very different. This is attributable to the differences between types of media, consequently Art Farm International, Inc. is not responsible for any variance in images.

**5. CLAIMS; COMMENCEMENT OF ACTIONS.** Buyer shall promptly inspect all Products upon delivery to identify any damage resulting from shipment. Buyer agrees that any damages, and resulting claims, arising from shipment shall be satisfied solely through the insurance policy (the “Insurance”) issued by the insurance carrier covering the Product shipment, and Seller shall not be liable for any claims or damages not covered by Insurance. All claims pertaining to damage from shipment must be asserted in writing within ten (10) days after delivery of such Product or such claims are waived in perpetuity. Any lawsuit or other action by Buyer based upon breach of this contract or upon any other claim arising out of this sale must be commenced within thirty (30) days from the tender of delivery by Seller.

**6. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR AS THE RESULT OF THE SALE, DELIVERY, NON-DELIVERY, INSTALLATION, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER’S WRITTEN CONSENT, EVEN THOUGH SELLER HAS BEEN NEGLIGENT. IN NO EVENT SHALL SELLER’S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

**7. CREDIT; RIGHTS OF SELLER.** If Buyer shall fail to pay any indebtedness to Seller promptly when due or if Buyer's performance or financial condition shall at any time seem to Seller inadequate to warrant an extension of credit, Seller may, if it so elects, with or without demand for any payment past due and without prejudice to any other rights or remedies available to it, take some or all of the following actions: (a) Require cash payment in advance or on delivery or on presentation of a sight draft attached to a bill of lading or such other security or proof of responsibility as is satisfactory to Seller, as a condition to making further shipments of Products to Buyer or any of its customers (irrespective of whether such shipments are in fulfillment of any order already received and accepted by Seller). (b) Fill orders previously received by Buyer by shipping Products direct to Buyer's customers and invoicing said customers as agent for Buyer with the credit risk to be borne by Buyer, and hold the proceeds received from such customers until Buyer is current with Seller. (c) Cancel any unfilled and unshipped order or portion thereof, by Buyer for Products. (d) Apply any outstanding credits or loans due Buyer against any indebtedness owing by Buyer to Seller, whether or not due or past due. If Buyer fails in any way to fulfill any of its obligations hereunder, Seller may defer further shipments until such default is corrected or cancel this order and recover damages. Seller shall have a security interest in, and lien upon, any property of Buyer in Seller's possession as security for the payment of any amounts owing to Seller by Buyer.

**8. CANCELLATIONS.** After acceptance by Seller, an order shall not be subject to cancellation by Buyer except with Seller's advance written consent and upon terms that will indemnify Seller against all direct, incidental and consequential loss or damage including, but not limited to, the losses, damages and expenses described in Section 3 above

**9.** **LIMITATION OF ASSIGNMENT**. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other, except that Seller shall have the right to assign them to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired or any other company resulting from a reorganization of Seller or its business segments.

**10.** **ENTIRE AGREEMENT**. This document contains the entire agreement between Seller and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral communications, agreements, forms or negotiations with respect to the subject matter hereof and replaces the same in its entirety. By way of illustration and not limitation, Buyer's order shall be deemed to incorporate, without exception, all terms and conditions hereof notwithstanding any order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing apart from such order form, and no acknowledgement by Seller of an order by Buyer shall be deemed to be an acceptance by Seller of any such additional or contrary terms or condition. Any acknowledgement by Seller of any order by Buyer is expressly conditional on Buyer assenting to, or otherwise being bound by, any terms or conditions hereof which are in addition or contrary to the terms and conditions of Buyer's order form. No additional or contrary terms or conditions or modifications may be made to the terms and conditions contained herein except by a written instrument signed by one of Seller's officers. Stenographical and clerical errors are subject to correction by Seller.

**11.** **GOVERNING LAW**. This document and the sale of all Products shall be governed by and construed in accordance with the laws of the State of Florida , U.S.A. Whenever there is a conflict of laws, the substantive laws of the State of Georgia, U.S.A. shall prevail. The parties agree that all disputes shall be filed solely in the court of competent jurisdiction located in State of Georgia, U.S.A.

**12.** **COPYRIGHT**. The Buyer understands and agrees that the copyright (the “Copyright”) to the Products are retained by the original artist compiling the Product, and that the transaction contemplated herein is not a sale or license to the Copyright to Buyer. Buyer agrees not to reproduce or copy the Product.