



TERMS AND CONDITIONS OF USE

INTRODUCTION

This page (together with the documents expressly referred to in it) tells you information about Perdomo Gallery and the legal terms and conditions (Terms) by which products (Products) listed on our website (our Site) are sold to you. These Terms will apply to any contract for the purchase of Products by you (Contract) through our website. When you purchase Products on our Site, you will purchase these directly from the artists (Seller).

Please note that by ordering any of the Products, you agree to be bound by these Terms and other documents expressly referred to in it. If you refuse to accept these Terms, you will not be able to order any Products from our Site.

1. INFORMATION ABOUT PERDOMO GALLERY

1.1 We operate the website www.perdomogallery.com. Our parent company is Future Vision Capital, LLC, a company registered in the State of Florida, USA with our registered office at 2843 S Bayshore Dr, P3E, Miami, FL 33133. If you have any questions, please contact us.

1.2 You can become a member of perdomogallery.com by registering on our web page. A user must be a member to purchase Products through our Site. We conduct sales campaigns on items for registered members only. You will receive personal information about impending sales campaigns via perdomogallery.com's email service, provided that you have agreed to receive these emails. Members control their email preferences on their personal profile page on perdomogallery.com.

2. THE PRODUCTS

2.1 The images of the Products on our Site are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that your computer's display of the colors accurately reflects the color of the Products. Your Products may vary slightly from those images and the depiction of Products with accessories, e.g. frames may be used for illustrative purposes only. You are advised to check that the Product you would like to purchase includes such accessories or not before placing the order.

2.2 The packaging of the Products may vary from that shown on images on our Site.

2.3 All Products shown on our Site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your order.

3. USE OF OUR SITE

3.1 Your use of our Site is governed by our Terms of Use. Please read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

4.1 We only use your personal information in accordance with our Privacy Policy. Please read these, as they include important terms which apply to you.

5. COMMUNICATIONS BETWEEN US

5.1 When we refer to "in writing", in these Terms, this means by email.

5.2 If you have any questions or inquires, use the link "Contact Us". We will confirm receipt of your email.

5.3 If we have to contact you or give you notice in writing, we will do so by email.

5.4 Perdomo Gallery provides a way for communication between customers and sellers.

5.5 Paying outside the Perdomo Gallery system is not secure, and we cannot provide access to our 10-day no-risk returns policy when transactions occur outside the website. If your transaction happens out of our platform and we have no record of it, it will not be possible for us to assist you.

6. ROLE OF THE SELLER AND US

6.1 You are purchasing the Products from the Seller so the Contract is between the Seller and you only.

6.2 We are neither the buyer nor the seller of the Seller's Products even though we will receive your payment on behalf of the Seller. As such, any contractual obligations arising out of your purchase of the Seller's Products are the responsibility of the Seller and you.

6.3 We have no responsibility to you in relation to your order from a Seller or any Seller Products, except as expressly set out in these Terms.

7. PRICES AND DELIVERY CHARGES

7.1 The prices of the Products will be as quoted on our Site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, if we discover an error in the price of Product(s) you ordered, we will proceed in accordance with the provisions of clause 7.4 for these cases.

7.2 Prices for the Products may change from time to time, but changes will not affect any orders already confirmed.

7.3 The price of a Product does not include delivery charges. Delivery charges are as quoted on our Site for each item. Delivery charges are set by our third-party shipper vendor.

7.4 Our Site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our Site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or canceling your order. We will not process your order with the Seller until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as canceled and notify you in writing. Please note that if the pricing error is obvious and could have reasonably been recognized by you as a mispricing, the Seller is not obligated to provide the Products to you at the incorrect price.

7.5 All Products shown on our Site are subject to availability. We will inform you by email as soon as possible if the Seller is unable to fulfill your order.

8. HOW THE CONTRACT IS FORMED BETWEEN YOU AND THE SELLER

8.1 For questions regarding placing an order on our Site, please see our related documents at Customer Support/Buying.

8.2 The order process allows you to check and amend any errors before submitting your order to the Seller.

8.3 After you place an order, you will receive an email from us acknowledging that we have received your order.

8.4 When the Seller accepts your order, you will receive a Purchase Order Confirmation. The Contract between the Seller and you will only be formed when we send you the 'Order confirmation'.

8.5 If the Seller is unable to supply you with a Product, for example, because that Product is not in stock or no longer available or because of an error in the price on our Site as referred to in clause 7.4, you will be informed of this by email and your order will not be processed. If you have already paid for the Products, the full amount will be refunded to you as soon as possible.

9. DELIVERY

9.1 Your order will be fulfilled as soon as possible, and we will provide you with a tracking number once the Product has been shipped. If we are unable to fulfill delivery at a reasonable time, we will contact you.

9.2 Delivery will be completed when the Product is delivered to the address you provided at the time you placed the order.

9.3 The Product will be your responsibility from the completion of delivery.

9.4 You own the Products once you have made the payment in full, including all applicable delivery charges.

10. INTERNATIONAL DELIVERY

10.1 International shipping destinations are set by the Seller. We do our best to encourage sellers to ship worldwide, but in some cases, sellers will only ship to a limited set of countries.

If you wish to have a Product delivered to a country that a seller currently does not ship to, please contact us (with the subject: Information).

10.2 If you order Products from our Site for delivery to any country other than the United States, your order may be subject to import duties and taxes depending on the destination country.

10.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

10.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We or the Seller will not be liable or responsible for any infringement of such laws.

11. YOUR CANCELLATION AND REFUND RIGHTS IF YOU ARE A CONSUMER

This clause 11 only applies if you are a consumer.

11.1 If you are a consumer, Perdomo Gallery has arranged with the Seller so that you can cancel your contract with the Seller. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract with the Seller and receive a refund.

11.2 However, cancellations do not apply in the case of any custom-made products (Commissioned artworks).

11.3 You may cancel a purchase from the date you receive the Order Confirmation, which is when the Contract between you and the Seller is formed. If the Product has already been delivered to you, you have a period of ten (10) days in which you could return it, starting from the day you receive the Product.

11.4 To cancel a Contract, you must follow the process described in document How can I cancel my order? (Customer Support/Buying)

11.5 If you are entitled to a refund, we will refund the credit card used to place the order. You will receive a full refund of the price you paid for the Product and any applicable delivery charges.

11.6 If you are returning a product delivered to you:

a) you must return the Product to the Seller within ten (10) days from the time you receive the Product;

b) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while it is in your possession.

11.7 As a consumer, you have the right to return Products that are faulty.

12. HOW TO PAY

12.1 We are authorized by the Seller to accept your payment for orders. In processing your payment, and for any refund, we will be shown as a merchant of record on your credit card or bank statement and will be acting as the Seller's agent.

12.2 You can only pay for Products using a credit card, or PayPal. We accept the following cards: Visa – MasterCard – AmEx – Discover – Maestro.

12.3 Payment for the Products and all applicable delivery charges is in advance.

13. THE SELLER'S WARRANTY FOR THE PRODUCTS

13.1 The Seller provides a warranty that on delivery and for a period of [3] months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 13.2.

13.2 The warranty in clause 13.1 above does not apply to any defect in the Products arising from:

a) fair wear and tear;

b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

c) if you fail to use the Products in accordance with its intention, and any specific instructions that may have been issued by the seller;

d) any alteration or modification by you or by a third party.

14. GENERAL INQUIRIES AND COMPLAINTS

14.1 Contact us. Please include the order number, the name of the artist and the title of the artwork about which you want to make your comment.