



SELLER TERMS AND CONDITIONS

1. GENERAL INFORMATION

1.1 WHAT ARE THESE TERMS?

These terms and conditions, together with the policies expressly mentioned here (Terms) govern the way how any work of art (Work), owned by a person registered in perdomogallery.com (Perdomo Gallery, We, Our), can be offered by you (Seller, Supplier, You, Your) for sale on the website and systems accessible on www.perdomogallery.com (Platform), under these Terms of sale. All words or expressions used in these Terms that begin with a capital letter that are not otherwise defined in the place where they appear for the first time will have the meaning given in Clause 1.

Each contract through which you sell your Works (Contract) will be held in accordance with our Terms and Conditions of Use (Terms of Use). When you exhibit your works of art for sale on our Platform, you are the one who will sell them directly to a client, and designate us as your commercial agent to conclude the sale of the Works in accordance with Clause 1.4 of these Terms.

1.2 WHO ARE WE AND HOW CAN YOU CONTACT US?

Perdomo Gallery (perdomogallery.com) is owned and operated by Future Vision Capital, LLC., incorporated in the state of Florida, United States. Our head office is located at 2843 S Bayshore Dr, P3E, Miami, Fl. 33133. Our main activity is the provision of an online art marketplace that exhibits original artwork for sale.

If you have any questions, please send us a message at the "Contact Us" section of the Home page's principal menu.

1.3 WHAT DEFINITIONS WILL BE USED IN THESE TERMS?

Please take the time to familiarize yourself with the following expressions, which will be used throughout this document, as explained below.

- **Perdomo Gallery/perdomogallery.com/We/Site/WebSite/Platform**

The Perdomo Gallery website, hosted at www.perdomogallery.com, and all subdomains and subdirectories thereof.

- **Seller/Supplier/You**

Anyone who uses the Perdomo Gallery website to facilitate the supply of works of art for sale to customers.

- **Work of Art/Artwork/Work**

Any item displayed at any time for sale on the site.

- **Listing**

The page and its content in which a Work is displayed for sale on the Platform.

- **Content**

Any text or image provided and hosted on the Site.

- **Gross sale product**

The money paid to Us by a client according to the Terms of Use with respect to the sale of a Work celebrated through the platform.

- **Revenue from net sales**

Money owed to a Seller under these Terms with respect to the sale of an Artwork held through the Platform.

- **Customer/Consumer/Buyer/Client**

Any person registered with Us under the Terms of Use for the purpose of purchasing works on the Platform.

1.4 YOU ASSIGN US AS YOUR COMMERCIAL AGENT

Hereby, you authorize us to act as your commercial agent to promote your work(s) of art for sale to Clients through the Platform (but we are not obligated to find them), to conclude each Contract for the sale of your Work(s) between You and the Customer through the Platform as specified in our Terms of Use and to accept payment on your behalf. Each contract is only between you and the Client. We are not part of that Contract and we are neither the buyer nor the seller (or reseller) of the artwork(s) you offer for sale. We are not the Client's agent for any purpose. You, and not us, are responsible for complying with the obligations set forth in the Terms of any Contract between You and a Client. You are the registered seller of all your Contracts, but the Customer pays us through the Platform for the corresponding sales. The obligation of the Client to pay for any Work of art under each Contract established with you is satisfied when said Client pays us correctly for the Work(s) through the Platform. Because we conclude the sale on your behalf and receive the payment from the Client to conform, in accordance with the Client's obligation to pay for the Work(s), our name will appear on the Customer's payment card statement (which You can also show the name of the Seller). You must send or arrange the shipment of the Artwork(s) you have sold after receiving notification of the Customer's order. Clients can only pay for the Works they purchase through the Platform through payment and You must not directly bill any Customer or obtain a payment outside the Platform. Any refund to Customers can only be initiated through the Platform. We may, in our sole discretion, investigate or refuse to process any transaction involving any Work of art acquired through the Platform.

Unless expressly stated otherwise in these Terms, We are not the agent, broker, or another representative of the Seller. We are not fiduciaries or custodians of the Seller.

1.5 HOW ARE THESE TERMS GOVERNED?

These Terms are governed by the laws of the State of Florida, USA, and you agree to submit to the exclusive jurisdiction of the courts of the State of Florida, USA, with respect to your relationship with perdomogallery.com.

2. CONTENT AND ELIGIBILITY

2.1 WHAT REQUIREMENTS SHOULD I COMPLETE TO BE ABLE TO SELL IN THE PLATFORM?

You must be over 18 years of age to become a Seller on the perdomogallery.com platform. By accepting these Terms, you represent and warrant that you are at least 18 years of age.

In addition, you guarantee that all information you provide to perdomogallery.com, including, among others, your name, and country of residence, is accurate and up to date, subject to any changes.

2.2 WHAT IS THE STATUS OF MY ACCOUNT ON THE PLATFORM?

When we accept Your request to register In the Platform as a Vendor, we set up a data Bayshore for you in our systems (Seller Account) that includes details of each of your Works (Sales) and we give you certain credentials with which you enter your seller account (Access codes). The seller's account has no funds.

Every time you try to access the seller's account, we will ask for the passwords. As long as the correct passwords are entered, we will assume that you are the person giving the instructions and you will be responsible for them. Therefore, you must keep passwords secret and make sure they are not stored so that others can impersonate you. If you disclose the access codes to anyone or disclosure to access the Seller's account, you will also be responsible for any access, use or misuse or disclosure of your access codes or account of the Seller by that person.

2.3 SHOULD I BE THE CREATOR OF THE WORKS OF ART THAT I UPLOAD TO THE PLATFORM?

You guarantee that you are the creator and sole and exclusive owner of all the Works displayed in perdomogallery.com or that has been authorized directly by its creator as consignee of said works of art.

In addition, it guarantees that it has obtained all the authorizations and recognizes that it will be solely responsible for all costs and expenses related to the rights of third parties necessary for the exhibition and sale of works on the Platform.

2.4 WHAT RESTRICTIONS APPLY TO THE ART WORKS THAT I CAN SELL ON THE PLATFORM?

All works displayed for sale in perdomogallery.com must be unique or of limited edition originals with a maximum size of 120 copies. All works must be signed by its creator or accompanied by a certificate of authenticity signed by its creator.

All prints sold from a limited edition print run must have assigned numbers in correspondence with the order in which they occurred. The number of each print must be clearly marked in the Work itself or in the certificate of authenticity that accompanies it.

2.5 WHAT RESTRICTIONS APPLY TO THE CONTENT THAT I CAN UPLOAD TO THE PLATFORM?

You acknowledge and agree that you are solely responsible for all artistic content that you upload to perdomogallery.com. You may not upload the content of the Work or any other material that perdomogallery.com reasonably believes to be:

(a) offensive, including material that incites racial hatred or promotes discrimination;

(b) obscene or pornographic; or

(c) materials that infringe, embezzle or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or publicity or privacy rights, or that result in the violation of any applicable law or regulation.

Perdomo Gallery reserves the right to remove any Content or List of Works from the Platform at any time at its sole discretion.

2.6 HOW AND WHEN PERDOMO GALLERY IS PERMITTED TO USE MY CONTENT?

By registering and becoming a Seller and uploading Content of the Work you grant perdomogallery.com a sublicensing right and license global, royalty-free, non-exclusive, to access, view, use, copy, reformat, distribute, publicly display, publicly perform and transmit your artistic content through physical and online sales channels (including the Platform and sites from third parties) in any means now known or unknown.

This right and license are for the sole purpose of allowing perdomogallery.com to use its content for the promotion of the Platform. Perdomo Gallery does not claim, and therefore can not violate, property rights over the content of its artwork. You acknowledge that the only compensation you will receive for such license, if any, will be in the form of net sales income, payable only with the sale of a work of art through the Platform and defined later in this document.

3. YOUR OBLIGATIONS

3.1 AM I RESPONSIBLE FOR INACCURACIES IN MY LIST OF ARTWORKS?

It is your responsibility to ensure that all Listings sent to the Platform represent the Works offered for sale as accurately as possible.

When inaccurate specifications or materially misleading images are sent as part of the listings of works of art from which a sale is made, perdomogallery.com reserves the right to debit the costs associated with the resulting refund requests, processed by the customer, of gross sales revenue.

3.2 ARE THERE ANY RESTRICTIONS REGARDING HOW CAN I PRICE MY WORKS?

The price indicated in each of your Works (Price) listings must be a reasonable reflection of the value of the Works offered for sale and must be equal to the established price for them in any other channel through which they are offered for direct sale or consignment.

You authorize us to discount the price up to 15% in case perdomogallery.com considers it Necessary to conclude a Sale, based on:

(a) specific actions of a Customer at any given time (for example, Purchase for the first time, abandoning the cart, intention to buy several of your Works or other Sellers);

(b) seasonal events usually linked to promotions for consumers (such as Valentine's Day or Black Friday sales) directed to Clients from specific countries or regions, or worldwide, including promotions of the entire Platform.

When a Customer who has known you through the Platform locates your Work of Art offered for sale elsewhere at a lower Price, either directly or by an authorized recipient, perdomogallery.com reserves the right to adjust the Price of the Work in perdomogallery.com before or after the sale of the work of art has been completed, so that it is equal to the lowest price, and calculate the Income by the net sale of the resulting sales in accordance with this updated price.

Your shipping and handling fees specified for the works of art listed on perdomogallery.com must be an accurate representation of the costs incurred in fulfilling the order.

3.3 AM I RESPONSIBLE FOR COMPLYING WITH ORDERS PLACED ON THE PLATFORM OF THE WORKS I UPLOAD FOR SALE?

The artworks must be packed and shipped in accordance with the Guidelines for packaging and delivery (Terms & Conditions/Guidelines) of perdomogallery.com and the term specified on the Shipment Details page. In case these requirements are not met, perdomogallery.com reserves the right to debit the costs associated with the return from the client or the cancellation requests derived from the net sale income. Perdomo Gallery reserves the right to consider as unfulfilled any order that has not been marked as sent beyond the expiration of the period specified in its Shipping Details page.

3.4 CAN I OFFER TO CREATE COMMISSIONED ARTWORKS?

Yes, you can offer to do commission artworks in accordance with our Commission Artwork Process. see Artist Support/Manage your Gallery/Features & Settings, and our Artist Terms and Conditions for Commissions (included in the current PDF).

4. OBLIGATIONS OF PERDOMO GALLERY

4.1 HOW WILL I BE NOTIFIED ABOUT THE ORDERS OF MY ARTWORKS CARRIED OUT THROUGH PERDOMOGALLERY.COM?

When an order has been placed for one of your works, you will receive a confirmation notice at your registered email address, including all necessary details for sending the artwork to the client. You can also view the pending and finalized orders from your Orders page in your Sales Dashboard.

4.2 HOW AND WHEN DOES PERDOMO GALLERY COLLECT PAYMENT FROM CUSTOMERS FOR ORDERS MADE FROM MY WORKS?

We will notify you by sending a confirmation notice to your registered email address when a Customer places an order through the Platform, in accordance with the Terms of Use. You must promptly:

(a) submit the specified artwork(s) in the purchase order using a traceable shipping method and notify us when you have done so, using the tool provided in the Platform (Order Confirmation), so that we can send the Order Confirmation to the Customer, as required in by the Terms of Use,

(b) give us notice that it can not supply the works, using the tool provided on the platform, to allow us to notify the client that the order will not continue, according to the Terms of use; or

(c) in the case of Custom Works or commissioned works, you must use the tool provided in the Platform to confirm the fact that the specifications and terms of the Customized Work were agreed before start working on it, to allow us to issue an invoice and debit the amount of any deposit agreed through the payment method chosen by the Client; and, when the Work is finished and sent, notify us using the tool provided in the Platform, to allow us to issue an invoice, send the Order Confirmation and charge the balance to the Customer, according to the Terms of use.

The Contract between you and the Client will only be formed when we send the Order Confirmation to the Customer.

When we send the Order confirmation of the order to the Client, payment of the artwork and all applicable delivery charges will be charged to the payment method chosen by the Customer according to the terms of use.

Payment is made securely by perdomogallery.com to the bank account designated by the seller.

4.3 WHEN WILL PERDOMO GALLERY TRANSFER MY INCOME FROM THE ART WORKS I HAVE SOLD TO CONSUMERS THROUGH THE PLATFORM?

Your Net Selling Income will be transferred to your Registered Payment Account upon expiration of the perdomogallery.com return period as stipulated in our current Return Policy.

Perdomo Gallery is entitled to withhold Income from net sales for any sale made if there is, or in the reasonable opinion of Perdomo Gallery, a dispute with you or a dispute between you and the client, until such dispute is resolved to the reasonable satisfaction of perdomogallery.com.

5. RETURNS AND DISPUTES

5.1 AM I REQUIRED TO ACCEPT APPLICATIONS FOR RETURN AND REFUND OF MY WORKS PRESENTED THROUGH THE PLATFORM?

When creating listings of works of art on perdomogallery.com, you agree to abide by the current Customer return policy (Customer Support/Policies) with respect to the resulting sales. All return requests sent by customers are received, processed, and organized by perdomogallery.com. You will receive immediate notice of any approved return request for the works you have sold through perdomogallery.com through your designated email address for notifications, as well as a confirmation email once the date has been set, and the collection service of the work is completed.

5.2 WHO IS RESPONSIBLE FOR THE COST OF SENDING THE ART WORKS BY RETURN, ACCORDING TO THE PERDOMO GALLERY RETURN POLICY?

Perdomo Gallery will pay for the return by mail, to your designated return address, of any artwork returned under the Perdomo Gallery Customer Returns Policy.

Perdomo Gallery reserves the right to investigate, in case the refund was a consequence of your failure to comply with the Guidelines for best practices of the seller or the Guidelines for packaging and delivery (Terms & Conditions/Guidelines).

5.3 WHO IS RESPONSIBLE FOR THE COST OF DAMAGES DURING THE TRANSIT OF THE WORKS ORDERED THROUGH THE PLATFORM?

Perdomo Gallery will not accept any responsibility for damages of the Works during the transit between you and your client. It is exclusively your responsibility to ensure you pack your Artworks well enough and send them through in such a way that it minimizes the likelihood of damage.

You acknowledge that tracking any shipping or postage guidelines provided by perdomogallery.com in the form of help or support does not offer any guarantee of safe transit. If you do not guarantee transit insurance for any artwork before sending it, you do so only at your own risk. The carrier we recommend has minimum insurance coverage. If you want full insurance you should request it and pay for it.

5.4 WHO IS RESPONSIBLE FOR THE COST OF LOSS DURING THE TRANSIT OF WORKS ORDERED THROUGH OF THE PLATFORM?

Perdomo Gallery will not accept any responsibility for the work lost in transit on its way to the client. If you do not send your works by a traceable shipping method, you do so at your own risk and perdomogallery.com reserves the right to issue a full and immediate refund to the Customer with a notice of non-delivery within the estimated deadline.

6. FEES AND PAYMENTS

6.1 WHAT IS THE COMMISSION RATE THAT PERDOMO GALLERY CHARGES?

You can publish works of art for sale at perdomogallery.com for free. When your Artwork is sold to a client presented to you through our platform, perdomogallery.com is entitled to charge the commission and fees, established in the current Commission and Fees Policy (Terms & Conditions/Terms & Policies).

6.2 WHEN DO I GIVE THE RIGHT TO PERDOMO GALLERY TO COLLECT A COMMISSION ON THE SALE OF ONE OF MY WORKS?

You must pay us Commission on any sale of your Works of art to any client that has known his works, or with whom he has contacted for the first time, through our platform. We will deduct our income commission for the gross sale of that work of art in accordance with clause 6.3 of these Terms.

Any attempt to complete a sale or any other monetary transaction initiated on the Platform outside the Platform is strictly prohibited and will result in the suspension or closure of your Seller Account.

In any case where perdomogallery.com makes it reasonable for a sale or monetary transaction initiated on the Platform to be completed outside of the Platform, perdomogallery.com reserves the right to debit the Net Selling Income costs associated with the related sale.

6.3 WHAT REVENUES WILL I RECEIVE FROM SALES CARRIED OUT THROUGH THE PLATFORM?

Perdomo Gallery deducts the Commissions and fees from the gross sales revenue based on percentages related to the sales made through the platform, as defined in our Commission and Fees Policy, which is subject to change and is incorporated into these Terms by reference. In the event of any change to the Commission and Fees Policy, perdomogallery.com will provide a notice at least 14 days in advance by posting the changes to the Platform.

Your net selling income is determined by the gross sale based on the price at which the related Works under the contract is sold, minus the total commission, fees due in connection with the sale as defined in our Commission and Fees Policy, and any discount that you have offered (or authorized to be offered by Perdomo Gallery, and they will not affect in any way your selling income.

7. TERMINATION AND CANCELLATION OF THE ACCOUNT

7.1 IN WHAT CONDITIONS CAN THIS AGREEMENT BE TERMINATED?

Perdomo Gallery may, at its sole discretion, terminate this agreement to access the Platform without previous notice. At the time of termination, all rights and obligations will terminate except the rights and obligations that are necessary to process any orders placed prior to such termination.

7.2 HOW CAN I CANCEL MY PERDOMOGALLERY.COM ACCOUNT?

You can request the deletion of your Perdomo Gallery account by writing to us at the "Contact Us" section of the Home page's principal menu (Topic: Artist Support). Once we receive the notice of your cancellation request, we will proceed to remove your seller gallery from our platform within the following 14 business days.

8. ADDITIONAL PROVISIONS

8.1 USE OF THE WEBSITE

In no case, perdomogallery.com will be responsible for the damages resulting from the use or loss of use, data or profits, either for contractual action, negligence or other wrongful action, arising from or in connection with the use, or inability to use this platform. We do not guarantee that this Platform or the server that makes it available are free of viruses or errors.

Throughout the platform you can find links to third-party websites. Please note that perdomogallery.com is not responsible for the privacy policies or content of third-party sites.

8.2 USER DATA

As users provide personal information a perdomogallery.com said data will be the property of perdomogallery.com and will be subject to the current Privacy Policy of perdomogallery.com. When you receive personal information from users of the Platform, you will comply with all applicable laws and regulations, the Perdomo Gallery Privacy Policy and all other perdomogallery.com instructions.

8.3 RESPONSIBILITY

Perdomo Gallery is a market place and only offers an online art gallery platform.

The platform is provided "as is". Perdomo Gallery does not make any representations or warranties with respect to the Platform to the fullest extent permitted by law.

Perdomo Gallery will not be responsible for any damages of any kind, including, among others, direct, indirect, incidental, punitive and consequential losses (including loss of profits and loss of data) arising from these Terms or use of the Platform, as long as nothing in these Terms excludes or limits liability for death or personal injury that arises as a result of negligence, fraud or any other liability that can not be excluded or limited by law.

Notwithstanding the foregoing, the total and aggregate liability of perdomogallery.com with you will not exceed any case the total amounts received in a calendar year in relation to the sale of works of art through the platform.

You indemnify perdomogallery.com and maintains perdomogallery.com and the companies of its group, third-party vendors, directors, shareholders and employees at all times in a total and effective manner, indemnified from and against all actions, procedures, claims, demands, costs (including, but not limited to, perdomogallery.com legal costs), representations or obligations arising as a result of any violation or breach of any of the commitments, guarantees, representations or obligations by you, under these Terms or otherwise arising from a transaction between you and a consumer or your use of the Platform.

8.4 GENERAL

Except for what is expressly mentioned in these Terms, these Terms contain the complete and complete understanding between the parties and supersede all prior agreements and understandings, whether written or verbal, related to the subject of these Terms.

These Terms shall not be considered as a partnership, joint venture, contract or employment relationship between the parties.

These Terms and any extracontractual obligation or obligation arising out of or in connection with these Terms shall be governed by the laws of the State of Florida, USA, and the parties submit to the exclusive jurisdiction of the courts of the State of Florida, USA.

COMMISSION AND FEES POLICY

The below Commission and Fees Policy has to be read in conjunction with the Seller Terms and Conditions.

COMMISSION

For all Artworks sold through the Platform, each Seller must pay to Perdomo Gallery a commission based on the percentage applicable to their sell. The commission is calculated on the final price at which the Artwork is sold under the relevant Contract in accordance with the Seller Terms and Conditions.

The commission is applied to the final price of the Artworks sold only, and not to the applied Delivery Charges.

For Artworks discounted by you through the Perdomo Gallery's 'Sales Promotions' and 'Make an Offer' functionalities or made by us as authorized by you under Clause 3.2 of the Seller Terms and Conditions, the Commission will be calculated according to the reduced-Price at which the Customer purchases the Artwork under the Contract. This will also apply to all Artworks that are discounted through the use of an 'Artist-Generated Discount Code'.

Unless offered pursuant to your authority under Clause 3.2 of the Seller Terms and Conditions or otherwise expressly agreed by you, any Platform-wide discounts and promotions offered to Customers on the Platform will be absorbed in full by Perdomo Gallery.

INVOICING AND STATEMENTS

Perdomo Gallery will provide a statement of accounts to the Artist's account.

Perdomo Gallery will issue a sale receipt including any charges and commissions. The artist will receive notices by email, along with a scheduled date for payment in accordance with the payment provisions in the Seller Terms and Conditions.

WHAT IS THE PERDOMO GALLERY'S 'WORK WITH US' PLAN?

Perdomo Gallery's 'Work with Us' plan is a program designed to help our Sellers increase their sales opportunity, specifically targeted at:

Verified businesses seeking to purchase a significant volume of artwork for their commercial projects.

Verified interior design professionals seeking to purchase artwork for their clients.

WHY IS PERDOMO GALLERY SEEKING PERMISSION TO DISCOUNT WORKS?

An authorization is requested to discount the price of your artworks for up to 15%, to participate in the promotion program through third parties. This is a totally voluntary option.

Business, Interior Design, and Personal Shopping

Securing business, interior design or personal shopping deals for our Sellers takes much longer and requires significant time investment from Perdomo Gallery's sales team. The additional time is spent on tasks such as: analyzing the opportunity, customer meetings, creating selections of artwork meeting the specified requirements, negotiating timing and pricing, coordinating logistics and accommodating any special requirements (such as framing). Customers using the benefits of our Personal Shopping offerings are often seeking volume discounts, which in conjunction with the increased operational costs simply exceed the levels that would be commercially viable for us.

Third-Party Channels

Perdomo Gallery constantly seeks ways to increase Seller's chances of selling which also includes listing Seller's artwork on third-party platforms. Those platforms often charge fees for listing, product promotion and commission on sale. Some platforms require a specific wholesale price to be offered in order for them to ensure the listed price is still competitive to the one on Perdomo Gallery after taking into account their fees. Any sales secured through third-party channels will flow through to Perdomo Gallery as normal, although Seller may not have the opportunity to contact the buyer directly via the messaging system.

Seller Price Agreement

By selecting to be part of our 'Work with Us' plan, Seller grants Perdomo Gallery the permission to discount their artworks up to the maximum value (15%). Perdomo Gallery will hold to the Best Deal Promise and will never exceed the maximum discount level specified.

Perdomo Gallery will be able to use their discretion to apply the minimum discount necessary to secure the deal.

The discount will be applied to the listed artwork price.

Basis for discount

The base price for any discount applied by Perdomo Gallery as part of this program will always be the full listed artwork price before any sales promotions are taken into account.

Basis for commission calculation

The basis for commission and fees calculation (as described in the Commission and Fees Policy) will always be the final sale price after any discounts applied.

ARTIST TERMS AND CONDITIONS FOR COMMISSIONS

TERMS FOR ARTISTS

By accepting a commission order, the artist agrees to the following terms for commissions, in accordance with the Perdomo Gallery's Terms and Conditions of use, and Seller Terms and conditions.

1. Artist's obligation

a) The artist (also referred to as the "seller") will respond to all inquiries from a customer in a timely, professional, and cooperative manner.

b) The artist will use Perdomo Gallery's email system for all communication with the customer regarding the commission.

c) The artist will agree to a "proposal" generated by the customer, or with changes mutually agreed with the customer, including a timeline, a scope, and set a final price for artwork and shipping, before commencing the commission. Once the proposal is accepted by the artist and the customer, it will become the contract for the commissioning work. When setting the commissioned artwork price, the artist shall take into account Perdomo Gallery's fees in accordance with our Commission and Fees Policy.

d) The artist must follow the instructions and notifications received from Perdomo Gallery and found in the artist's Dashboard/Commissioned Artworks page. Failure to follow instructions and notifications will result in the cancellation of the commission order.

e) The artist will outline to the customer how they intend to send the artwork: e.g. stretched/rolled in a tube.

f) The artist will agree to begin the work based on a 50% deposit, which will be held by Perdomo Gallery until the artwork is delivered to the customer.

g) The artist will commence with the commission once Perdomo Gallery confirms receipt of the customer's deposit. To the best of their ability, the artist will carry out the commission according to the agreed contract.

h) If a print or photograph is commissioned, the artist hereby agrees not to sell it as a limited edition. Only one copy can be produced. If any form of artwork, other than a print or photograph (such as a painting, sculpture or relief) is commissioned, no author's copies can be made without the express consent of the customer. The artist will follow the guidelines and specifications outlined by Perdomo Gallery.

i) Please note the artist is under no obligation to proceed with the commission if they do not wish to be bound by these terms. The artist will be contractually bound to fulfill the custom artwork order once they agree to accept the order, and the customer has paid the deposit.

2. Perdomo Gallery's obligation

a) Perdomo Gallery ("we") act as an artist's agent for the commissioned artwork order.

b) We will work together with the artist (the seller) and the customer (the buyer) to ensure the financial aspect of the commission is carried out in a smooth and timely manner. We will send to the artist a written confirmation upon receipt of the deposit amount, as agreed between the parties.

c) We will liaise between the artist and the customer as and when it is appropriate, at the request of either the artist or the customer, throughout the course of the transaction.

d) The payment for the commissioned artwork will be sent to the artist's bank account registered in his profile, in accordance with the Payment Schedule. Perdomo Gallery will deduct the commission fee as specified in the Commission and Fees Policy. The payment will be made in the payment scheduled following the artwork's confirmed delivery to the customer in satisfactory condition.

3. Returns & Disputes

a) The artist is under no obligation to accept a return for a commissioned artwork, except in the event that the artwork reaches the customer damaged.

b) If there is a dispute between the artist and the customer regarding the final product meeting the agreed criteria, we will offer assistance on a case-by-case basis.

c) The artist is under no obligation to create a second commission if the customer is dissatisfied with the first. However, if the artist decides to create a replacement artwork, Perdomo Gallery will not collect another deposit unless otherwise agreed by the artist and the buyer.

d) Perdomo Gallery reserves the right to refund the customer should there be a clear and significant diversion from the brief or the timeline agreed with the customer.

e) The final resolution for any and all disputes will be taken by Perdomo Gallery and must be accepted by both parties.



PERDOMO
GALLERY

FINE ART GALLERY

WHAT IS THE CUSTOMER RETURNS POLICY?

Perdomo Gallery offers each client a 10-day money-back guarantee without risk for unique purchases made through our platform. We will coordinate the return of any artwork purchased through the site at no cost to the customer or the seller, in accordance with our Customer Returns Policy.

DAMAGE EXCLUSION AND LIMITATION OF LIABILITY

Perdomo Gallery will not be liable to the seller or the client under any circumstances and under any legal theory, whether civil, contractual or otherwise, for any incidental, indirect, special, consequential or punitive damages of any nature, including, without limitation, damages for loss of good name, loss of profits, sales or business, work interruption, failure or malfunction, loss of data, or for any other damage or loss, even if Perdomo Gallery has been warned, knew or should have known the possibility of such damages.

Perdomo Gallery will not be liable to the seller or the customer under any circumstances and under any legal theory, whether civil, contractual or otherwise, for any direct damage, costs, or liabilities in excess of the amounts paid by the seller or the customer during the twelve months prior to the incident or claim.

The provisions of this section assign the risks under this agreement between the parties, and the parties have relied on the limitations set forth in this document to determine whether they should enter into this agreement.