*LP4Y*

**General Terms and Conditions of Sale (“GTCS”)**

“Togetherweart.com” website

# - PURPOSE AND ENFORCEABILITY OF THE GTCS

The purpose of the “Togetherweart.com” website (the “Site”) owned by LP4Y is to present Artworks from artists (hereinafter the “Artists”) to the users of the Site (potential “Buyers”), and to give them the opportunity to buy them online directly from LP4Y.

Artworks will be sold for the benefit of the Artists and the Charity LP4Y; 25% of the purchase price of Artworks going to LP4Y and the rest to the Artists.

These GTCS are meant to define the terms and conditions for the online sale of the Artworks available on the Site, and to define each party’s rights and obligations in such a relationship.

The sales made through the Site are contracted between the Buyers and LP4Y. LP4Y is depositary of the Artworks and sells Artworks on behalf of the Artists.

LP4Y acts as a gallery that displays the Artworks on the Site that allows Buyers to connect.

1. **– ACCEPTANCE**

Buyer acknowledges and accepts these GTCS by checking a box that reads: “*I acknowledge and accept the General Terms and Condition of Sale*” with a link to these GTCS prior to concluding an order. Buyer cannot conclude the transaction without making the affirmative acceptance of these GTCS.

# – ORDER

The Artworks are offered for sale on the Site, subject to their availability.

Each of the Artwork offered comes with a short explanation sheet containing information about its substrate, its dimensions and type.

To order an Artwork, the Buyer must select the Artwork of his/her choice, place it in his/her cart and provide the necessary personal information to place the order (or identify him/herself, if he/she has a User account). Before validating the order, the Buyer must check the information appearing on the order summary, and he/she can correct any potential mistakes in the items inserted, as well as read about the delivery information.

If the Artwork is no longer available, the Site will mention “out of stock”

# – SALES PRICES AND TERMS OF PAYMENT

The Artworks sale price is listed on the Site in USD as set by the Buyer and includes all taxes, excepting delivery if applicable. In consideration for the Buyer’s payment for the Artworks, LP4Y hereby agrees to sell to Buyer the Artworks for such sales price subject to Buyer’s compliance with the GTCS.

The payment of the Artwork price by the Buyer to LP4Y is made via the payment services available from the Site: credit card or paypal (which terms of use available at: www.togetherweart.com).

Transfer of ownership happens as soon as the full price has been paid by the Buyer. Failure to pay the full price automatically cancels the sale, and the Artwork is put back for sale on the Site.

# - DELIVERY OF THE ARTWORKS

The delivery and related costs will be managed directly between the Buyer and the Artists.

# – FORCE MAJEURE

In case of a situation of force majeure, the execution of the contract may be suspended or, if it is completed, cause the cancellation of the sale. A Force Majeure event could be an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within a party’s reasonable control, whether or not of the kind specifically enumerated above.

The party invoking Force Majeure must immediately inform the other party, as well as upon its extinction thereof.

# - INTELLECTUAL PROPERTY

The Artist guarantee that he/she is the author of the Artwork and that the later does not violate any laws, regulations and standards in force, or affects the rights of third parties.

He/she commits to protect LP4Y and the Buyer in case of any action brought by a third party about the Artwork, as part of the warranty of quiet possession.

Upon the sale, LP4Y assigns to the Buyer the material substrate of the Artwork and its representation rights on the Artwork.

The Artist however retains his/her moral right on the Artwork as well as the rights regarding its reproduction.

# – Confidentiality

# Each Buyer and LP4Y acknowledges that by reason of its relationship to the other party hereunder it may have access to certain information and materials concerning the other party that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties. Each party will protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under these GTCS. Notwithstanding anything in this Section to the contrary, any information (i) already in the public domain through no fault of the receiving party, (ii) independently developed by the recipient without the use of or access to the other party's confidential information, or (iii) released to the public through no action or inaction by the receiving party, will not be considered confidential information hereunder. The receiving party may disclose the disclosing party's confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order, if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. This Section shall survive each purchase transaction hereunder.

# – APPLICABLE LAW

These GTCS shall be governed by, construed and enforced in accordance with the laws of the state of New York, without regard to its conflict of laws rules.

# – COMPETENT JURISDICTION

If no amicable solution is found, any dispute arising between the Buyer and LP4Y concerning the sale of Artworks or these GTCS shall be brought only in the state or federal courts located in New York county, New York, USA.

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