CHARLES EDE

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

CHARLES EDE LIMITED TERMS AND CONDITIONS OF SALE
(Suitable for organised distance sales schemes)
(as recommended by The British Antique Dealers' Association)

1- Interpretation

1.1. IN THESE TERMS AND CONDITIONS:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Conditions" means these terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Seller;

"Contract" means the contract for the sale and purchase of the Goods to which these Conditions apply;

"Customer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;

"Due Date" means the earlier of the date on which the Goods are delivered or 30 days from the date of the Seller's invoice;

"Force Majeure Event" means any event beyond the Seller's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including the Customer's failure to be present to accept delivery of the Goods at the agreed time and place for delivery, the Seller's inability, despite their reasonable endeavours, to contact the Customer to agree a time for delivery, strikes, lock-outs or other industrial disputes (whether involving their own workforce or a third party's), failure of transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors;

"Goods" means the piece(s) of ancient art and/or work(s) of art which the Seller is to supply in accordance with these Conditions;

"Purchase Price" means the price of the Goods together with any applicable Value Added Tax and Transport Costs;

"Seller" means Charles Ede Ltd.;

"Transport Costs" means charges for transport and packaging;

"Writing" includes physical documentation, facsimile transmission and email but does not include text messages sent by mobile phone or similar apparatus.

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Information about the Seller and How to Contact the Seller

2.1. The Seller can be contacted using the details set out at Annex A.

2.2. If the Seller is required to contact the Customer, they will do so by telephone or by Writing to the Customer at the email address or postal address provided by the Customer when the Customer places the order.

3. Basis of the Sale

3.1. These Conditions shall apply to the Contract and govern the Contract to the exclusion of any other terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

3.2. All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.

3.3. No variation to these Conditions shall be binding unless agreed in Writing by the Seller.

3.4. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Customer acknowledges that they do not rely on, and waive any claim for breach of, any such representations which are not so confirmed. In respect of such written representations please see clause 12 below.

3.5. Any typographical, clerical or other error or omission in any quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3.6. The Contract is formed when the Customer accepts the Seller's quotation for the Goods or the Seller accepts the Customer's order of the Goods.

4. Orders

4.1. No order submitted by the Customer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller or the Seller's authorised representative.

4.2. No order which has been accepted by the Seller may be cancelled by the Customer other than in accordance with clause 11.

5. Images of the Goods

Goods may vary slightly from images of them provided by the Seller. Images of the Goods are for illustrative purposes only and the Goods may vary slightly from those images. Although the Seller has made reasonable efforts to display the colours accurately, the Seller cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods.

6. Price of the Goods

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

6.1. The price of the Goods shall be the price agreed between the Customer and Seller as set out in the invoice.

6.2. Except as otherwise stated under the terms of any quotation or in any price list of the Seller, all prices are given by the Seller on the basis of delivery to the Customer at the Seller's premises and, where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Customer shall be liable to pay the Seller's Transport Costs. For export sales see also clause 13 below.

7. Terms of Payment

7.1. The Customer shall pay the Purchase Price on the Due Date unless agreed otherwise. If payment by cheque is accepted that acceptance is conditional upon payment in full on first presentation. The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7.2. If the Customer fails to make any payment of the Purchase Price in full on the Due Date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled:

7.2.1. to rescind the Contract, repossess the Goods or suspend any further deliveries to the Customer;

or

7.2.2. where the Seller decides not to exercise their right under 7.2.1 to appropriate any payment made by the Customer to the Goods (or the goods supplied under any other contract between the Customer and the Seller) as the Seller deems fit; and

7.2.3. to charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of two per cent per annum above Barclays Bank Plc's base rate from the Due Date, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

8. Set-Off

The Customer is not entitled to set-off against any sums payable to the Seller in respect of the Goods any monies allegedly or actually owing by the Seller to the Customer. The Purchase Price payable is payable in full in all circumstances.

9. Delivery

9.1. Delivery of the Goods shall be made to the Customer at the Seller's premises at any time after the Seller has given notice in Writing to the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place which will be within 30 days after the day on which the order was accepted unless otherwise agreed by the Parties.

9.2. Time for delivery shall not be of the essence unless the Customer and the Seller have agreed time for delivery will be of the essence. The Seller shall not be liable for any failure or delay in delivering the Goods to the extent that such failure or delay is caused by a Force Majeure Event. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Customer.

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

9.3. Where the Goods are to be delivered in instalments, any failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

9.4. If the Customer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

9.4.1. store the Goods until actual delivery and charge the Customer for the reasonable costs of storage; or

9.4.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

10. Risk and Title

10.1. Unless otherwise agreed in Writing, risk of damage to or loss of the Goods shall pass to the Customer:

10.1.1. at the time of delivery; or

10.1.2. in the case of Goods delivered by a carrier of the Customer's choosing, and that carrier was not offered by the Seller, at the time that the Goods are passed to the carrier of the Customer's choosing.

10.2. Notwithstanding delivery, the passing of risk in the Goods, and any other provision of these Conditions, title in the Goods shall not pass to the Customer until the Seller has received payment of the Purchase Price in full, in cash or cleared funds.

10.3. Where the Seller has exercised their right under clause 7.2.2 to appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Seller) as the Seller deems fit, title in the Goods shall not pass to the Customer until the Seller has received payment of the Purchase Price in full, in cash or cleared funds, for the Goods. For the avoidance of doubt, where the Goods under the Contract comprise several items, title in each such item shall not pass to the Customer until the Seller has received payment of the full Purchase Price for the Goods, in cash or cleared funds.

10.4. Until such time as the title in the Goods passes to the Customer, the Customer shall hold the Goods as the Seller's fiduciary agent and bailee.

10.5. Until such time as the title in the Goods passes to the Customer:

10.5.1. subject to agreed payment terms, the Seller shall be entitled to rescind the Contract, repossess the Goods and claim damages for any loss the Seller has suffered; or suspend any further deliveries to the Customer;

10.5.2. the Customer will retain possession of the Goods, neither sell nor transfer over to any other person nor dispose of any interest in the Goods, and insure them for not less than the Purchase Price;

10.5.3. if the Goods consists of more than one item the Customer will keep those items together;

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

10.5.4. the Customer will ensure that any identifying marks showing that the Seller owns the Goods are clearly displayed on the Goods;

10.5.5. the Goods should be stored separately from other property, at no cost to the Seller;

10.5.6. the Customer shall not carry out any work to the Goods and ensure that the Goods are kept in the same condition as upon delivery and shall not carry out works of restoration or repair on the Goods.

11. Customer's Right to Cancel the Contract and Return of the Goods

11.1. The Customer has the right to cancel the Contract in accordance with this Clause 11 and Annexures A and B.

11.2. The Customer shall have a period of 14 days after the date on which the Customer (or a person nominated by the Customer) receives the Goods to cancel the Contract, unless:

11.2.1. the Goods are part of a Contract under which the Customer orders several items in one order but the items are delivered on different days, in which case the Customer shall have a period of 14 days after the date on which the Customer (or a person nominated by the Customer) receives the last of the items comprising the order;

11.2.2. the Goods are part of a Contract under which the Customer orders Goods comprising multiple lots or pieces which are delivered on different days, in which case the Customer shall have a period of 14 days after the date on which the Customer (or a person nominated by the Customer) receives the last of the lots or pieces; or

11.2.3. the Goods are part of a Contract for the regular delivery of Goods, during a defined period of more than one day, in which case the Customer shall have a period of 14 days after the date on which the Customer (or a person nominated by the Customer) receives the first of the Goods.

11.3. In the event that the Customer is entitled to cancel the Contract pursuant to Clause 11.1, in accordance with Annex A, the Customer shall notify the Seller in Writing using the Seller's details as set out at Annex A. The Customer may notify the Seller by completing and submitting Annex B or by contacting the Seller by post, fax or email and providing their name, home address, details of the order and, where available, phone number and email address.

11.4. Subject to clause 11.5, in the event that the Customer cancels the Contract after the Goods have been dispatched to the Customer the Customer shall return the Goods to the Seller's premises where they were purchased (unless otherwise specified by the Seller) in a method to be agreed by the Parties or, where such an agreement cannot be reached, in the method requested by the Seller.

11.5. Clause 11.4 shall not apply and the Seller shall be required to collect the Goods from the Customer if:

11.5.1. the Seller has offered to collect the Goods; or

11.5.2. the Goods were delivered to the Customer's home when the Contract was entered into and the Goods could not, by their nature, normally be returned by post.

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

11.6. When exercising their right to cancel the Contract if the Customer is required to return the Goods pursuant to clause 11.4, or it has been agreed that the Customer will return the Goods, the Customer must return the Goods within 14 days of notifying the Seller that they wish to end the Contract.

11.7. Other than in the circumstances set out at clause 11.5.2 the Customer shall pay the costs of the return of the Goods when the Customer is cancelling the Contract pursuant to clause 11.1, subject to clause 11.8.

11.8. The Seller shall pay the costs of return of the Goods if: 11.8.1. the Goods are faulty or misdescribed; or

11.8.2. the Customer is cancelling the Contract because the Seller has advised the Customer of a forthcoming change to the Conditions, there has been an error in pricing or description, or there has been a delay in delivery due to events outside the Seller's control.

11.9. Where the Customer is entitled to a refund of all or part of the Purchase Price the Seller shall refund the Purchase Price to the Customer by the method used for payment.

11.10. If the Customer is exercising their right to cancel the Contract:

11.10.1. the Seller shall be entitled to reduce the refund of the Purchase Price to reflect any reduction in the value of the Goods if this has been caused by the Customer's handling of the Goods in a way which would not be permitted in the Seller's retail premises. If the Seller refunds the Purchase Price prior to the Seller being able to inspect the Goods and it is later discovered that the Customer has handled the Goods in an unacceptable way, the Customer shall pay the Seller an appropriate amount.

11.10.2. the maximum refund in relation to Transport Costs will be delivery by the least expensive delivery method the Seller offers.

11.11. The Seller is under a legal duty to supply Goods to the Customer that are in conformity with the Contract. Further details can be obtained from the Customer's local Citizen's Advice Bureau.

12. Warranties and Liabilities

12.1. Where the Goods are sold pursuant to an agreement to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply the statutory rights of the Customer are not affected by these Conditions.

12.2. Any representation or statement by the Seller as to the authorship, origin, date, age medium, attribution, genuineness, provenance or condition is a statement of opinion only based on the generally accepted opinion of scholars and experts current at or about the time of sale, and no warranty is given by the Seller in respect thereof. The Seller does not accept any liability in the event that, after the Contract is made, there is a change in such generally accepted opinion.

12.3. Goods are sold with all faults and imperfections and the Customer should satisfy themselves by inspection as to their condition or otherwise and rely on their own judgment. Goods are not warranted fit for any particular purpose unless the Customer makes clear the purpose for which the Goods are intended and the Seller sells the Goods to the Customer on that basis and with knowledge of the intended purpose. The Customer should satisfy themselves as to the suitability of the Goods for any intended purpose. The Seller will not be responsible for any subsequent deterioration of the Goods, howsoever occasioned, after the Contract has been entered.

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

12.4. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise howsoever), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

13. Export Terms

13.1. Where the Goods are to be exported from the United Kingdom, the provisions of this Clause 13 shall (subject to any special terms agreed in Writing between the Customer and the Seller) apply notwithstanding any other provision of these Conditions.

13.2. The Customer shall be responsible for complying with all legislation and regulations governing the export from the United Kingdom or the importation into the country of destination of the Goods, including obtaining any necessary export licence or permit and for the payment of any duties thereon. This clause shall apply notwithstanding the Seller agreeing to make the necessary arrangements for export and delivery abroad. It shall be the Customer's obligation to provide the Seller with all relevant documents no later than seven days prior to the proposed date of shipment.

13.3. Where the Customer has indicated that the Goods are intended for export, the Customer will be charged for all value added tax due (if any) if the Goods are not subsequently exported in accordance with the rules and requirements of HM Revenue and Customs. Any and all costs of obtaining the licence will be the responsibility of the Customer.

13.4. If, because of the intention to export the Goods, the supply of the Goods is zero rated or not subject to value added tax the Customer shall take all necessary steps to export the Goods within the time limits and in accordance with the requirements of HM Revenue and Customs and shall notify HM Revenue and Customs of the export. The Customer shall indemnify the Seller against any claims made against the Seller for value added tax or other expenses or penalties charged by HM Revenue and Customs because of the Seller's failure to observe the above requirements.

13.5. Unless otherwise agreed in Writing by the Seller the sale of the Goods shall not be conditional on obtaining an export licence. Failure or delay in obtaining a licence will not constitute a basis to cancel a purchase or delay payment for the Goods or any costs incurred in obtaining a licence. Obtaining any licence shall be the responsibility of the Customer.

14. Commission

If the Customer has authorised, or it reasonably appears to the Seller that the Customer has authorised, any third party to negotiate with the Seller in respect of the purchase, the Seller may pay to that third party a reasonable commission in accordance with normal business practice.

15. Copyright

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

Where the copyright of any images or other materials produced for the sale of the Goods subsists in the Seller, any such images or other materials shall not be used by the Customer without obtaining the prior consent of the Seller in Writing, and the Seller shall continue to have the right to use such images or materials after the sale of the Goods. No representations or warranties, express or implied are given such that, in acquiring the Goods, the Customer will acquire any copyright or any rights of reproduction in the Goods.

16. Artist's Resale Right (Droit De Suite)

Where the Contract is one for the sale of Goods to which the artist's resale right applies (as set out in the Artist's Resale Right Regulations 2006, as amended from time to time ("ARRR 2006")),

the Seller reserves the right, irrespective of the provisions of the ARRR 2006 concerning liability, to charge the Customer an amount equal to any royalty which becomes due pursuant to the ARRR 2006 ("ARR Royalty"). The Seller will pay over this sum received from the Customer to a collecting society representing the artist. Pursuant to the ARRR 2006, where the Customer, but not the Seller, is represented by an agent acting in the course of business dealing in works of art and purchasing the Goods on behalf of the Customer the agent shall be jointly and severally liable with the Seller to pay to the relevant collecting society any ARR Royalty that may become due in respect of the sale of Goods.

17. Notices

17.1. Any notice given under or in connection with these Conditions shall be in Writing and shall be:

17.1.1. delivered by pre-paid first-class post or other next working day delivery service to the recipient's address as agreed;

17.1.2. sent by fax to the recipient's main fax number as agreed; or

17.1.3. sent by email to the address as agreed.

17.2. Any notice shall be deemed to have been received:

17.2.1. if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting or at the time recorded by the delivery service; or

17.2.2. if sent by fax or email, at 9:00 am on the next Business Day after transmission.

17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. General

18.1. No waiver by the Seller of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.2. The Contract and any interest therein shall not be assignable by the Customer.

1 THREE KINGS' YARD
LONDON
W1K 4JP

T. +44 (0)20 7493 4944
E. info@charlesede.com
W.www.charlesede.com

18.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

18.4. The Contract shall be governed by the laws of England and the parties hereby submit to the non- exclusive jurisdiction of the English Courts.