

pilarCorrias

Amar Singh
New Orleans Museum of Art
1 Collins Diboll Cir,
New Orleans, LA 70124,
United States

24 August 2021

INVOICE PC10000



Gisela McDaniel
*Transforming
Pain/Learned Through It,*
2020
Oil on panel, found
object, flower, resin,
sound
91.4 x 55.9 x 14.6 cm
36 x 22 x 5 3/4 in
(MCDA 2020024)

Total due

Sales Ref: JU

Any sales tax is the responsibility of the client to declare.

**NB: Artwork MCDA 2020024, *Transforming Pain/
Learned Through It, 2020* to be donated, as agreed, by
Amar Singh to the New Orleans Museum of Art.**

Pilar Corrias
54 Eastcastle Street
London W1W 8EF
www.pilarcorrias.com

t +44 [0]20.7323.7000
e info@pilarcorrias.com

vat 920 9812 24
reg no 6356664



Please make payment immediately by wire transfer into the account below.

Account name: Pilar Corrias Ltd

Bank Name: Coutts & Co

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

All sales are made subject to our Conditions of Sale attached. Please make sure you read our Conditions of Sale.

Confidentiality: The information in this invoice including any attachments is confidential information and is solely intended for the use of the addressee above. If the reader of this message is not the intended recipient, you are hereby notified that any distribution, copying of this communication or action based on it, is strictly prohibited. This message must not be disclosed to any third party without our prior authority. If you receive this message in error or if you are not the intended recipient, please telephone 0207 323 7000 immediately. Thank you.

Cybercrime Alert: Please be aware that there is a significant risk posed by cyber fraud, specifically targeting of email accounts and bank account details. PLEASE NOTE that our bank account details are very unlikely to change during the course of a transaction. In the event that they did, we would NOT notify you of a change of our bank details via email, only by telephone. On all occasions, we strongly recommend that you telephone us using the number shown at the bottom of this Agreement to confirm the bank details before remitting any funds. You are responsible for ensuring that you transfer money to us correctly. We will not accept any responsibility if your funds are transferred to the wrong account.

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Conditions of Sale

1. THE AGREEMENT

- 1.1 This agreement is between the addressee of the invoice attached to these Conditions of Sale (the "Invoice") being the "Purchaser" and Pilar Corrias Ltd, a company registered in England & Wales under company registration number: 06356664 (the "Gallery").
- 1.2 The Conditions of Sale and the Invoice constitute the agreement (the "Agreement").
- 1.3 Any bespoke written agreements (excluding by email) between the parties shall take precedence over this Agreement.

2. RISK AND TITLE

- 2.1 Title to the artwork(s) listed on the Invoice (the "Artwork(s)") will pass to the Purchaser once the Gallery has received the total invoice value specified on the Invoice (the "Total Invoice Value") from the Purchaser in cleared funds into the bank account of the Gallery as detailed on the Invoice ("Payment").
- 2.2 Risk of the Artworks shall pass to the Purchaser on the earlier of:
 - a. Delivery (or collection) of the Artwork(s) to/by the Purchaser or someone on their behalf; or
 - b. Payment.
- 2.3 From the time of risk passing to the Purchaser, the Purchaser shall be responsible for the Artwork(s) against all risks including loss, damage and shipping and any insurance it decides to obtain.

3. RESALE RIGHT OF FIRST REFUSAL

- 3.1 As a courtesy to the artist(s) of the Artwork(s) the Purchaser agrees that for a period of 5 years from the Invoice Date it shall not sell or offer for auction any of the Artwork(s) without first offering the Gallery a right to re-purchase or consign the Artwork(s) in question. The Gallery may at its discretion re-purchase or consign any number of the relevant Artwork(s) or none. The Purchaser shall notify the Gallery in writing in accordance with section 14 setting out details of which of the Artwork(s) they intend to sell and shall allow the Gallery a period of 30 days from receipt of the notice to accept or reject the offer to re-purchase or to consign the relevant Artwork(s).
- 3.2 If the Gallery accepts the offer to re-purchase the relevant Artwork(s), the Purchaser agrees to sell the relevant Artwork(s) to the Gallery for a fair market price as reasonably determined by the Gallery.
- 3.3 If the Gallery accepts the offer to consign the relevant Artwork(s) for resale, the Purchaser shall consign the relevant Artwork(s) to the Gallery and the Gallery shall use its best endeavours to achieve the best price given the then prevailing market and the Purchaser agrees to pay the Gallery commission of 20% (plus VAT if applicable) of the resale price of the relevant Artwork(s) for handling the sale. Any consignment sale would be subject to the Gallery's standard Conditions of Sale.

4. PAYMENT

- 4.1 The Purchaser shall pay the Total Invoice Value of the Artwork(s) to the Gallery in full, in the

currency specified on the Invoice, without deduction or set off immediately upon receipt of the Invoice ("Invoice Date").

- 4.2 The Gallery's offer to sell the Artwork(s) to the Purchaser is subject to the Purchaser's fulfilment of any anti-money laundering requirements of the Gallery ("AML Requirements"). This Agreement shall only come into effect on the satisfactory fulfilment of the AML Requirements and receipt by the Gallery of the Payment in full.

5. TRANSPORT OF ARTWORK(S)

- 5.1 Once Payment has been received by the Gallery, the Purchaser is responsible for the immediate collection of the Artwork(s), or, if not collected within 7 days, all associated costs of storing the Artwork(s) including the packaging, insurance and any transportation. The Purchaser shall pay for such costs within 5 days of being invoiced for them.
- 5.2 The Gallery may offer an additional service to facilitate delivery of the Artwork(s) to the Purchaser through a third party fine art courier or shipping service, subject to the following conditions:
 - a. any contract with a third party fine art courier or shipping service would be between the Purchaser and that third party only, and would not involve the Gallery;
 - b. the arrangement of and payment for such a service would be entirely the responsibility of the Purchaser; and
 - c. the Gallery would have no obligation to pay for any such service and would hold no responsibility for any risk to the Artwork(s), including any loss or damage as a result of shipping or while in transit.

- 5.3 It is the Purchaser's responsibility to obtain any requisite export or import licences. The fact that an export/import licence is being sought, or that the export/import licence is not granted, does not affect the Purchaser's obligation to pay for the Artwork(s).

- 5.4 Where the Purchaser exports the Artwork(s) from the United Kingdom it is the Purchaser's responsibility to abide by all applicable laws and formalities laid down by HM Customs and Excise (HMRC). The Purchaser shall indemnify the Gallery in full against any claims made against it by HMRC for Value Added Tax (VAT) or any other expenses (including legal fees) or penalties arising from the Purchaser's failure to observe the relevant formalities and time limits.

6. THE ARTWORK(S)

If the Artwork is attributed on the Invoice to an artist that the Gallery represents at the date of the Invoice the Gallery warrants to the Purchaser that the Artwork is an authentic artwork by that artist. This limited warranty is subject to the limitations of liability set out at sections 7 and 8 (as applicable) below and may not be assigned to any third party by the Purchaser. The remedy for breach of this warranty is limited to the Gallery giving the Purchaser a full refund for the Artwork(s) in respect of which the warranty was breached (subject to the Purchaser returning the Artwork to the Gallery in the same condition as at the time of purchase). The Gallery shall exercise reasonable care when describing the Artwork(s) but (except as set out above) the

Gallery makes no representation or warranty, orally or in writing, express or implied (other than those which cannot be excluded by law) with respect to any of the characteristics of the Artwork(s), including (without limitation) age, authenticity, attribution, provenance, origin, condition, importance, size, quality, quantity, rarity, value, historical significance, medium, material, period, culture or source, which are statements of opinion only and not representations of fact. The images of Artwork(s) on the Gallery's website or invoices are for illustrative purposes only. For example the Gallery cannot guarantee that the depicted colours accurately reflect the Artwork(s) in real life.

7. LIABILITY OF THE GALLERY TO NON-CONSUMERS

- 7.1 Subject to section 7.3 below, the Gallery's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the sale of the Artwork(s), shall be limited to the price of the Artwork actually paid by the Purchaser excluding any delivery costs and VAT.
- 7.2 The Gallery shall not be liable to the Purchaser for any loss of profits, loss of business, loss of anticipated savings or for any special, indirect, incidental, or consequential loss, costs, damages, charges or expenses to the fullest extent permitted by law. Any claim against the Gallery in connection with the Artwork(s) must be brought within a period of two (2) years from the Invoice Date, and the Purchaser shall not bring or make any claim once that period has expired.
- 7.3 No provision in this Agreement shall be deemed to exclude or limit the Gallery's liability to the Purchaser in respect of any fraud or fraudulent misrepresentation, or in respect of death or personal injury caused by its negligent acts or omissions, or any other liability which cannot be limited by law.

8. LIABILITY OF THE GALLERY TO CONSUMERS

- 8.1 This section 8 shall only apply when the Purchaser is acting as a consumer in respect of the purchase of the Artwork(s). The Gallery acknowledges that it has a legal duty to consumers to provide the Artwork(s) in conformity with this Agreement.
- 8.2 If the Purchaser fails to comply with these terms, they are responsible for loss or damage that the Purchaser suffers that is a foreseeable result of breaking this contract or failing to use reasonable care and skill, but not responsible for any loss or damage that is not foreseeable.
- 8.3 The Gallery does not exclude or limit in any way its liability to the Purchaser where it would be unlawful to do so. This includes liability for death or personal injury caused by the Gallery's negligence; or for fraud or fraudulent misrepresentation. Nothing in this Agreement shall limit the Purchaser's legal rights in respect of breach of the Purchaser's legal rights as a consumer in relation to the Artwork(s) (such as the right to receive Artwork(s) which are: as described; of satisfactory quality; fit for any particular purpose made known to the Gallery; supplied with reasonable skill and care and, where installed by us, correctly installed).

- 8.4 The Gallery only supplies the Artwork(s) to consumers for domestic and private use. If a Purchaser buys the Artwork(s) as a consumer then uses the products for a commercial, business or re-sale purpose we will have no liability to the Purchaser for any loss of profit, or loss of business opportunity.
- 9 **GALLERY'S RIGHT TO CANCEL**
The Gallery may withdraw its offer to sell the Artwork(s) to the Purchaser or cancel the Agreement for any of the Artwork(s) at any time by writing, including by email, to Purchaser if the Gallery does not receive the Payment within 14 days of receipt of the Invoice or if the Artwork(s) are damaged, stolen or destroyed before delivery to or collection by the Purchaser.
- 10 **PURCHASER'S RIGHTS TO CANCEL IF BUYING AS A CONSUMER**
- 10.1 This section 10 only applies where the Purchaser is contracting as a consumer.
- 10.2 If the Purchaser has entered into a contract for the purchase of the Artwork(s) exclusively by distance selling means then unless an exemption applies the Purchaser has the right to change their mind and cancel the Agreement within 14 days from the Purchaser (or a person nominated by the Purchaser) receiving the relevant Artwork(s).
- 10.3 The Purchaser can also terminate the Agreement if the Gallery changes the Agreement and the Purchaser does not agree with the change, if there is going to be a significant delay in the Artwork being ready for collection, or if the Gallery has breached the Agreement).
- 10.4 To exercise the right to cancel the Purchaser can either:
- contact the Gallery by phone (+44 (0)20 7323 7000) or email (sales@pilarcorrias.com); or
 - complete the model cancellation form www.pilarcorrias.com/model-cancellation-form/ on the Gallery's website.
- 11 **CONSEQUENCES OF CANCELLATION**
- 11.1 When the Agreement is cancelled after the Artwork(s) have been dispatched to Purchaser, collected by Purchaser or on their behalf, or the Purchaser has received the Artwork(s), the Purchaser:
- must return the Artwork(s) to the Gallery at Pilar Corrias, 54 Eastcastle Street, London, W1W 8EF within 14 days of cancellation of the Agreement;
 - will be responsible for the cost of returning the Artwork(s) following cancellation (and where the Gallery is collecting the Artwork(s) from the Purchaser, the Gallery will charge the Purchaser the direct cost to the Gallery of collection); and
 - must return the Artwork(s) in the condition in which it was collected from the Gallery and with the same packaging and free from any defects.
- 11.2 Following cancellation by the Purchaser under section 10, the Gallery will refund the Purchaser the price the Purchaser paid for the cancelled Artwork(s). However, the Gallery may deduct or charge the Purchaser reasonable compensation for the net costs that are incurred. For example:
- the Gallery may reduce the refund of the price to reflect any reduction in the value of the Artwork(s) caused by Purchaser's handling of the Artwork(s);
 - If the Gallery refunds the Purchaser the price paid before the Gallery is able to inspect the Artwork(s) and later discovers that the Purchaser has handled it in an unacceptable way, the Purchaser must pay the Gallery an amount equal to the diminished value of the Artwork(s). Handling in an unacceptable way means anything that is beyond what might reasonably be allowed in a showroom.
- 11.3 If the Purchaser is exercising the right to cancel, then the Purchaser's refund will be made within 14 days from the day on which the Gallery receives the Artwork(s) back from the Purchaser. If the Gallery does not receive the Artwork(s) back, the Gallery may (but shall not be obliged) arrange to have the Artwork(s) collected from the Purchaser at the Purchaser's cost.
- 12 **INTELLECTUAL PROPERTY RIGHTS**
- 12.1 The copyright and all other intellectual property rights in and to the Artwork(s) shall remain the property of the artist of the Artwork(s). The Purchaser agrees it shall not acquire such intellectual property rights by reason of the purchase.
- 12.2 The moral rights of the artist(s) of the Artwork(s) including the right of attribution are hereby asserted.
- 13 **DATA PROTECTION**
We will only use your personal information as set out in our privacy policy: www.pilarcorrias.com/privacy-policy/.
- 14 **NOTICES**
- 14.1 Notices sent to the Gallery shall be either by first class post (or international equivalent) to Pilar Corrias Ltd, 54 Eastcastle Street, London W1W 8EF or by email to sales@pilarcorrias.com (consumers can instead use the methods at section 10.4 when exercising their right to cancel)
- 14.2 Notices sent to the Purchaser shall be by first class post (or international equivalent) to the address set out at the top of the Invoice, or by email if there is an email address set out at the top of the Invoice, or to which the Invoice was sent if sent by email.
- 14.3 Notices are deemed received two days after sending if by post, or immediately if by email, except for consumers notifying of cancellation in which case notices are deemed received on sending.
- 14.4 This section 14 does not apply to the service of any proceedings or other documents in any legal action.
- 15 **MISCELLANEOUS TERMS**
- 15.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the parties.
- 15.2 This Agreement is not assignable without the Gallery's prior written consent.
- 15.3 No failure to exercise, nor any delay in exercising any right or remedy under this Agreement shall impair or operate as a waiver thereof in whole or in part.
- 15.4 This Agreement and any disputes or claims arising out of it are governed by English law.
- 15.5 Any dispute arising from or in connection to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.