



Lyon  
Lisboa

bam@brigitte-morillon.com

## Order Form

For an original work from Brigitte Morillon

To return : dated, signed and accompanied by your payment of 50% of the price of your purchase with the order. (50% on deliver of the work and the MDA receipt) to: Brigitte ALLIOT MORILLON, 7, rue Bouteille, 69001 Lyon – France,

[bam@brigitte-morillon.com](mailto:bam@brigitte-morillon.com) - [www.art-morillon.fr](http://www.art-morillon.fr)

N° Siren : 322 841 305 – Code APE 9003A – N° d'Ordre Maison des ARTISTES : A 828549.

### Designation of the Work (Fill in one order form for each painting)

TITLE: \_\_\_\_\_

TECHNIQUE & MEDIUM: \_\_\_\_\_

FORMAT: \_\_\_\_\_

PRICE: \_\_\_\_\_ € (in letters) : \_\_\_\_\_ EUROS. "VAT inapplicable, article 293 B of the French General Tax Code"

Delivery fees: \_\_\_\_\_ €

Copyrights: All Rights reserved  MDA deduction: \_\_\_\_\_  
 Copyrights contract  Signed on: \_\_\_\_\_

### Designation of the Buyer:

COMPANY: \_\_\_\_\_

NAME OF THE DIRECTOR: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

DELIVERY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

Acquisition base: \_\_\_\_\_ €

Payment by transfer in 2 parts at the coordinates indicated on the bank details account attached to the confirmation of the reservation.

1 – Upon receipt of this order form: \_\_\_\_\_ € The 1<sup>st</sup> payment of 50% of the purchase is considered a commitment for the full order.

2 – On receipt of the work: \_\_\_\_\_ € On: \_\_\_\_\_ That being the balance of 50% of the purchase minus the MDA deduction.

Comments if needed:

Print in duplicate and keep one for yourself.

In: \_\_\_\_\_ On: \_\_\_\_\_ Signature On: \_\_\_\_\_

Preceded by: "agreed and accepted for the order of the Work from Brigitte Morillon designated hereinabove and I accept the GENERAL TERMS AND CONDITIONS OF SALE ORDER OF AN ARTWORK designated below (back page)"



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## **GENERAL TERMS AND CONDITIONS OF SALE – ORDER OF AN ARTWORK FROM BRIGITTE MORILLON**

### **ARTICLE 1: PURPOSE**

The following General Terms and Conditions of Sale determine the rights and obligations:

- Of the Supplier and of his Client within the scope of the sale of contemporary artworks from living artists and especially within the scope of corporate philanthropy.

Any commitment of the Supplier implies the unconditional approval of the General Terms and Conditions of Sale determined hereinafter.

### **ARTICLE 2: CONTRACTUAL DOCUMENTS**

- The contract is formed by the following contractual documents in decreasing order of priority:
- These General Terms and Conditions of Sale;
- The Order Form accepted by the Client and completed with the information necessary for the identification of the Client and the Supplier (full name, billing address and delivery address, e-mail address, phone number);
- The Transfer of Copyright contract if planned in the order;
- The Authenticity Certificate.

### **ARTICLE 3: PRICE AND MODE OF PAYMENT**

3.1 – This order is made and will be accepted in exchange for the commitment of the Client to pay the Price indicated on the Order Form. This Price is written in euros and includes the financial compensation for the transfer of copyright if planned in the order.

3.2 – The fees for the transport of the work come in addition to the Price written on the Order Form, except on special offer.

3.3 – The payment of the price of the work will be made under the following conditions:

- By check to the order of the Supplier (see front page);
- Sent with the Order Form.

### **ARTICLE 4: FORMS OF ACCEPTANCE OF THE ORDER**

The order is considered to be accepted by the Supplier from the cashing of the check by the latter.

A MDA receipt will be made and will include the broadcaster legal obligations.

### **ARTICLE 5: TERMINATION**

In case of failure by one of the parties to respect the obligations presented here, not remedied within thirty (30) calendar days from the sending of a registered letter with an acknowledgement of receipt notifying the failure at issue, the other Party may, as a matter of right, terminate this contract, assuming reimbursement of the amount paid and of any damages it may claim by virtue hereof.

### **ARTICLE 6: OWNERSHIP RESERVE CLAUSE AND SELLING**

The Work(s) ordered remain the property of the Artist until the complete payment of its or their Price by the Client is made.

The cashing by the Supplier of the Price paid by the Client will result in the selling of both the medium of the Work and the copyright, transferred at the signing of the transfer of copyright contract between the Artist and the Client.

### **ARTICLE 7: SHIPMENT**

The order will be completed within forty-five (45) days at the latest from its acceptance by the Supplier.

The shipment of the Work will be made depending on the size by the French postal service, by a specialized transporter, or by any way chosen in the order and to the delivery address written on the front page.

The Supplier commits to get insurance for the Works during the shipment and until the delivery by hand to the Client.

Any anomaly regarding the delivery (damage, missing product with respect to the delivery form, damaged package, broken products...) shall be immediately signaled by the Client on the delivery form as "handwritten reserves", accompanied by the signature of the Client. He shall simultaneously confirm this anomaly by sending to the transporter within the 2 working days following the delivery date a registered mail with acknowledgement of receipt exposing the aforementioned complaints. The Client shall send a copy of this mail to the Supplier by fax or by regular letter.

In the case of a delay in delivery, the Client shall signal it by phone or by e-mail to the Supplier within the next forty-eight (48) hours.

The Supplier commits to carrying out an inquiry to determine the causes of the delay in delivery and to allow for the delivery to be completed as quickly as possible.

If the product is found during the inquiry, it shall be immediately sent to the scheduled place of delivery.

However, if the product is not found at the end of the inquiry, the parcel will be considered lost.

In that case, the Supplier commits to refunding the amount of the Work concerned by the loss of the transporter.

### **ARTICLE 8: AVAILABILITY OF THE WORKS**

In the case of a Work not being available, in particular owing to the Supplier, the Client shall be informed within 20 days at the latest after the acceptance of the order.

In that case, the order will be considered cancelled. The amounts paid by the Client for the order shall be refunded, unless a solution for the replacement of the Work is proposed by the Supplier and accepted by the Client.

### **ARTICLE 9: TRANSFER OF RISKS**

The transfer of risks on the Work will take place immediately at its delivery by the transporter to the Client.

### **ARTICLE 10: FORCE MAJEURE**

Any event, regardless of its nature, beyond the control of the Artist and/or of the Supplier, with an irreversible and unpredictable nature, and tending towards delaying or preventing the Order constitutes by express agreement grounds for suspension and/or termination of the obligations of the Artist and/or the Supplier to the Client, without indemnity in favor of the Client.

Without limiting the significance of the other measures of these General Terms and Conditions of Sale, the liability of the Supplier, either tortious or contractual, cannot be engaged for facts due to a fortuitous event or to a third party or to the person who has suffered the damage.

### **ARTICLE 11: GUARANTEES**

11.1 – The Supplier commits to respecting every compulsory legal obligation.

The Works are covered by a damage insurance during the transportation. The purchases shall be completely refunded in the case of damages that occurred before or during the delivery, without the Supplier being held liable.

11.2 – An authenticity certificate assuring the origin of the Work and its principal characteristics, signed by the Artist, shall be sent to the Client with the Work.

11.3 – The Supplier commits to not breaching the rights of any third party by the operation he's carrying out. Besides, he takes the commitment to ensure that the description of the Work subject to the sale corresponds to the actual characteristics of the Work for sale.

### **ARTICLE 12: INDEPENDANCE OF THE CLAUSES**

If for any reason one of these General Terms and Conditions should be declared null and void or inapplicable, the nullity or any defect affecting it would not concern the application of the other measures of the General Terms and Conditions. Any General Term or Condition of Sale deemed unenforceable shall then be replaced by the closest measure available.

### **ARTICLE 13: APPLICABLE LAW – DISPUTE**

The artworks are ruled by the Code of Intellectual Property regardless of the Country. This contract is ruled by the French law. Any dispute concerning the drafting, interpretation or execution of the Contract will be submitted to the exclusive competence of the Commercial Court.

Read the "CONTRACTUAL TERMS AND CONDITIONS" on the website [www.art-morillon.fr](http://www.art-morillon.fr)