

General Terms and Conditions – Artifex Gallery / Steve Locatelli

1. Application

These general terms and conditions apply to all orders, purchases and deliveries of artworks from **Artifex Gallery** and artist **Steve Locatelli**, including commissioned works, existing gallery works, and online purchases of limited edition prints, statues and figures.

2. Orders and Payment

A deposit of **30%** of the total price is required upon order.

The **remaining balance** must be paid no later than **3 days before delivery**.

If the balance is not paid on time, **no delivery** will take place, and the order will be considered **cancelled** (see Article 4).

Delivery and installation are always included in the price.

3. Delivery Times

For works available in the gallery, **delivery must take place within 3 months after the end of the exhibition**. **Artifex Gallery** cannot store works longer than this period.

For commissioned works, Steve Locatelli will make every effort to deliver the work within **12 months** of the order date.

Due to the **artistic process** and possible external circumstances, delivery may be delayed. Such delays cannot constitute grounds for cancellation or compensation.

4. Cancellations

If the client cancels the project for any reason (financial circumstances, relocation, or other personal reasons), an **administrative fee of 10%** of the total price will be charged.

If a 30% deposit has already been paid, 20% will be refunded, and 10% will be retained.

If the final payment is not received 3 days before delivery, the order will be considered **cancelled**, and the terms of this article apply.

5. Commissioned Works

The client must provide a **clear specification** of their requirements in advance.

If the execution corresponds to the agreed requirements, the work is deemed **accepted**.

If there is an **error in execution** by Steve Locatelli (e.g., due to misinterpretation), the client may reject the work once. In such case, a replacement work will be created within the agreed scope.

If the client is dissatisfied for other reasons (e.g., changed taste or new requirements), this will be considered a **cancellation**, and Article 4 applies (10% retained, remainder of the deposit refunded).

6. Rights and Intellectual Property

Ownership of the physical artwork transfers to the buyer upon purchase.

All **copyrights and reproduction rights** remain with Steve Locatelli.

The buyer may **not** reproduce, photograph, or distribute the work without prior written consent of the artist.

Steve Locatelli reserves the right to produce prints, reproductions, or derivative works of any piece (including commissioned works).

7. Resale of Original Works

Original works may **not be resold** via general second-hand websites.

In case of resale, the work must first be offered to **Artifex Gallery**.

If Artifex Gallery cannot take back or resell the work at that time, the client may sell it through a **recognized auction house** or other professional art platform.

8. Force Majeure

Artifex Gallery and Steve Locatelli cannot be held liable for delays or damages caused by circumstances beyond their reasonable control, including but not limited to illness, fire, floods, transport problems or other force majeure events.

9. Disputes

These terms are governed exclusively by **Belgian law**. Any disputes shall be submitted to the competent courts of **[place to be completed]**.

10. Online Sales of Limited Edition Prints, Statues and Figures

All Sales Are Final: purchases are final. **No cancellations or refunds are accepted.**

Shipping: Orders are typically shipped within **1 to 3 weeks, unless otherwise noted**. In cases such as ongoing production, shipping may take longer. Delays due to force majeure are not the responsibility of Artifex Gallery.

Payment:

Payment must be made **immediately** at the time of order.

Afterpay or deferred payment is not accepted.

If payment is not completed within **1 hour**, the order will automatically be cancelled, and the item returned to stock.

Use and Resale:

Purchases are for **personal use only**.

Bulk purchases for resale are prohibited.

Immediate online resale of limited edition items is forbidden.

Artifex Gallery reserves the right to cancel any order suspected of being made for resale or misuse.

Special Requests:

It is not possible to reserve a **specific edition number**.

No additional customizations such as extra signatures or inscriptions are allowed.

Damage Upon Delivery:

The buyer must **inspect the item within 7 days** of receipt.

Any damage must be reported in writing within that period, with **photos and a clear description**.

Only damage reported within 7 days will be eligible for insurance claims.