

Trevor Victor Harvey Gallery

No. 1520

Location: galleryPurchaser: DAVID & TRICIA KENNY Date: 23 11 03Address: 33 ^{The} SERPENTINE Post Code: 2107BILGOLA BEACHTelephone – business: _____ private: 9973 1146 fax: 9973-1634mobile: 0403-832-413 e-mail: David.Kenny1@bigpond.com⇒ Authority for Mailing List ☐ already onArt Consultant: aldona

CODE	ARTIST	DESCRIPTION and SIZE	AMOUNT inclusive of GST
6528	PAVLOVA	Baroque Butterfly of the Watermelon	7,000

PAYMENT METHOD: 000519☐ Cash ☒ Cheque ☐ Credit Card ☐ Amex ☐ Diners

COMMENTS:

Painting will be delivered
by us after 10th of 12.03
possibly on Thursday 11 12 03
after 5pm

TOTAL: 7000SHIP/HAND:
inclusive of GSTTOTAL: 7000
inclusive of GST

RES/DEP:

AMOUNT DUE: 7000BALANCE: NIL

Received from tvh Gallery the work(s) of art described above, in good order and condition (except as otherwise stated) on the Conditions of Sale and agree to the terms as stated above and overleaf, which I have read.

Purchaser Signature

For and on behalf of tvh Gallery (Vendor) ABN 17 003 322 807

SITUATED at 515 Sydney Road, Seaforth, NSW 2092 Australia GALLERY Hours 6 Days, Tues-Sat 11am to 6pm, Sunday 12 to 5pm.
tel: 61 2 9907 0595 fax: 61 2 9907 0657 mobile: 0408 359 199 web site: www.tvhgallery.com.au e-mail: trevorharvey@tvhgallery.com.au

CONDITIONS OF SALE

1. The Purchaser purchases the work(s) of art described in the invoice overleaf (the "Work" and the "Invoice" respectively) for the purchase price stated on the Invoice (the "Purchase Price").
2. The Purchaser acknowledges having inspected the Work and accepts it (and the frame, if any) in its existing condition and state of repair.
3. The Purchaser must pay the Purchase Price within seven days of the date of the Invoice or, where a deposit has been paid, the balance of the Purchase Price must be paid within fourteen (14) days of the date of the Invoice.
4. (a) Title to the Work remains with the Vendor until the Purchase Price is received by the Vendor. If the Vendor accepts a cheque as payment (which it is not bound to do), payment of the amount for which the cheque is written ("amount of the cheque") is not received by the Vendor until the amount of the cheque is actually paid to the vendor or its bank. A credit card hold for the full List Price must be taken as security until the cheque has been processed.
(b) Payment by credit card may be accepted for purchase by arrangement and at the discretion of the Vendor. This applies to the following credit cards: Mastercard, Visa, Bankcard, American Express and Diners.
(c) If the work has been returned to the vendor, it must be in the same condition as when taken, otherwise cost of replacement / repair will be at the expense of the bailee.
5. The Vendor does not waive condition 4 by permitting the Purchaser to have possession of the Work, in which event:
(a) The Purchaser is the bailee of the Work and must redeliver the Work to the Vendor on demand, made at any time prior to the payment of the Purchase Price; and
(b) The Work is at the risk of the Purchaser who must immediately insure the Work with a reputable insurer for not less than the Purchase Price, covering the interest of the Vendor as unpaid Vendor.
6. If the Works remains in the possession of the Vendor after title has passed to the Purchaser the Vendor is not liable for any loss or damage however caused.
7. If the Purchaser does not pay the Purchase Price strictly in accordance with the Gallery payment terms, the Vendor, immediately on the Purchaser's default, without allowing any further time for payment and without any prior notice, may terminate the agreement constituted by the Invoice and these Conditions of Sale (the "Agreement"), forfeit all payments and resell the Work and recover any loss in respect of that resale from the Purchaser.
8. The Agreement is the entire agreement between the Vendor and the Purchaser in respect of the sale and purchase of the Work. The only enforceable obligations and liabilities of the parties in relation to the sale and purchase of the Work are those that arise out of the provisions contained in the Agreement.
All representations, communications and any prior agreement in relation to the sale and purchase of the Work are merged in and superseded by the Agreement.
9. The Agreement may only be amended or supplemented in writing, signed by the parties.
10. Opening Night Exhibition policy for purchasing Works: All purchases must be paid for in full by the Purchaser on opening night. The title of the Work will remain with the Vendor for the period of the Exhibition. Condition 4, shown above, also holds true in this instance.
11. If Purchaser wishes to have painting picked up or delivered, Delivery charge will apply from the point of pick up to the destination. Any balance owing must be paid before delivery of Work.
12. Copyright exists in all the Works and at all times remains with the artist and Vendor.

Received from the gallery the work(s) of art described above in good order and condition except as otherwise stated on the Conditions of Sale and to the terms as stated above and overleaf. I have read and understand the Conditions of Sale and agree to them.

For and on behalf of the Vendor (Name) _____ (Signature) _____
Purchaser Signature _____

SITUATED at 515 Sydney Road, Sydney, NSW 2008 Australia GALLERY H & B Date _____ Time 11am to 6pm Sunday 12pm to 5pm
Tel: 02 9007 3555 Fax: 02 9007 3555 Email: info@hnb.com.au Web site: www.hnb.com.au

ARTIST: _____
TITLE: _____
MATERIAL: _____
DIMENSIONS: _____
WEIGHT: _____
PRICE: _____
DATE: _____
SIGNATURE: _____
STAMP: _____