## **SALES CONTRACT**

# Contact Ines Muff Sun Chang Project: Pilotenkueche Theresienstraße 35 Gong Yuan Jia 3-3-301# D-04129 Leipzig 430080 Wuhan Germany China + 49 174 / 2128016 + 49 157/ 74972048 info@pilotenkueche.net sunchang080688@gmail.com www.pilotenkueche.net sun-chang.com Tax Number 232 / 251 / 03704 **Items** Amount Very Very Friendly Doorbell 2017, Laser cut mirror board, bells, acrylic painted cucumber 60 x 60 cm \$20.00 (E22004281D) for one "smile" Very Very Friendly Pylons 2017, Acrylic painted stones variable dimensions \$1.00 (E22004281D) per pylon Revolutions Start at 7pm 2017, Magnet, torch variable dimensions \$5.00 (E22004281D) per "individual"

#### **Agreement Terms**

### A. The Facilitator, Pilotenkueche, represents and warrants that:

- i. The Work is authentic and was created by Sun Chang.
- ii. The Facilitator will take 30% commission. The amount, minus 19% tax, goes entirely to the project.
- iii. The Facilitator has full legal right and authority to enter into this Agreement, to make the representations and warranties contained in this Agreement and to complete the transaction contemplated by this Agreement.
- iv. The Work's exportation from any foreign country will be in conformity with the laws of that country and its importation into Germany has been, or will be, in conformity with the laws of the Federal Republic of Germany,
- v. The Work does not infringe the rights of any person or entity, including trademark, copyright, privacy and publicity rights.

#### **B.** Agreed terms for the Collector:

- i. **Sale.** The Artist hereby agrees to sell the Work to the Collector through the Facilitator. Title shall pass to the Collector at such time as full payment received by the Artist pursuant.
- ii. **Payment.** The only payment method for the Works of Sun Chang is by the notes which validate and circulate in *Comma* exhibition in Bipolar Galerie during 26th March to 1st April 2017. Wire transfer, bankcard and check are not accepted.
- iii. **Retransfer.** If the Collector in any way whatsoever sells, gives, or trades the Work, if it is inherited from the Collector, or if a third party pays compensation for its destruction, the Collector (or the representative of his estate) must notify the Artist within thirty (30) days.
- iv. **Transferees Bound.** If anyone becomes the new owner of the Work, with notice of this contract, that person shall be bound to all its terms.

v. Copyright and Reproduction. The Artist reserves all reproduction rights, including the

right to claim statutory copyright, in the Work. The Work may not be reproduced in any

manner without the express, written consent of the Artist.

vi. Delivery. After fully received payment, the Artist will deliver Works after the exhibi-

tion to the Collectors living in Leipzig. For other cities, delivery method shall be negoti-

ated with the Artist. Detailed transport schedule will be noticed via call or text message.

In the instance that the Collector has not specified an individual item to be sent, one will

be chosen by the Artist.

vii. Miscellany. This Agreement constitutes the entire understanding between the parties.

Only an instrument in writing signed by both parties can modify its terms. A waiver of

any breach of any of the provisions of the Agreement shall not be construed as a continu-

ing waiver of other breaches of the same or other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date

set forth below.

**Date:** Sign: The Collector

Sign: The Artist

**Sign:** The Facilitator

**Contact Information for Delivery** 

Name:

Address:

Telephone:

Email:

Additional notes: