OPERA GALLERY

INVOICE ADDRESS

Mark Investment Holding AG
Unter Altstadt 30
Zug 6300
Switzerland

14/04/2026

EXPORT SALES ORDER NO. LON-264-056

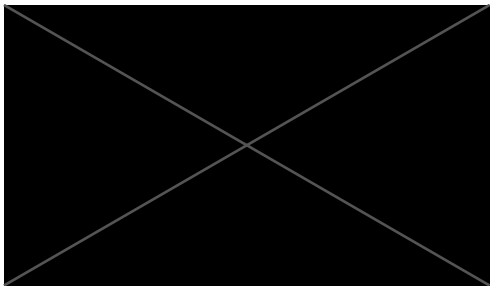
SALE ORDER

ARTIST / DESCRIPTION		AMOUNT
Javier CALLEJA Redhead, 2014 Acrylic, watercolour and charcoal on paper 70x50 Cm / ID Code CALLJA-55147	GBP	25 000,00

Grand Total : GBP 25 000,00
Total Tax (0 %)

Sale made subject to our Terms and Conditions of Sale

DELIVERY ADDRESS



mario.vonbergen@splintinvest.com

PAYMENT SUMMARY

Deposit : GBP
Outstanding : GBP 25 000,00

FRAUD PREVENTION ALERT:
BEFORE MAKING ANY PAYMENT, PLEASE CALL YOUR OPERA GALLERY CONTACT PERSON AND CONFIRM THE WIRE TRANSFER INSTRUCTIONS. WE EXCLUDE ALL LIABILITY FOR PAYMENTS MADE BASED ON TAMPERED WIRE TRANSFER INSTRUCTIONS

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale are applicable to the sales made by Opera Gallery London Limited, a company registered in England and Wales under Company No. 5245534 herein after also referred to as "Opera Gallery" or "we" or "us".
It is important that you read and understand these terms and conditions before proceeding with this transaction. If there is any term that you do not understand or do not wish to agree to, please discuss it with a representative of Opera Gallery. Only proceed with this transaction if you wish to be bound by the terms and conditions set out below.

1. BASIS OF THE SALE

1.1 These terms and conditions set out all the terms of agreement other than price between you as buyer and us as seller, in relation to the sale and purchase of the item or items identified in the sale's confirmation or the invoice, which we refer to below as the "Work". We confirm that we either own the Work or are authorized to sell it on behalf of the owner.
1.2 We shall sell and you shall purchase the Work in accordance with our written quotation (if accepted by you), or your written order (if accepted by us), subject in either case to these terms and conditions, which shall govern the agreement to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by you.
1.3 If you wish to rely on any variation of, or addition to these terms and conditions, you must ensure that the variation or addition has been agreed in writing before making the purchase.
1.4 Our employees or agents are not authorized to make any representations concerning the Work unless confirmed by us in writing. In entering into the agreement, you acknowledge that you do not rely on any such representations which are not so confirmed, but nothing in these terms and conditions affects the liability of either party for fraudulent misrepresentation.
1.5 Any advice or recommendation given by us or our employees or agents to you or your employees or agents as to the storage, application or use of the Work which is not confirmed in writing by us is followed or acted on entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
1.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

2. STATEMENTS ABOUT THE WORK

2.1 All statements by us as to the authenticity, attribution, description, date, age, provenance, title or condition of the Work constitute our judgment and opinion only (save that this shall not operate so as to exclude any liability on our part for misrepresentation) and are not warranted by us. We do not accept any liability as a result of any changes in expert opinion which may take place subsequent to the sale.
2.2 While we will on request explain the condition of the Work at the time of the sale and provide any information about condition for which you may reasonably ask, we will not be responsible for any subsequent damage or deterioration of the Work, however occasioned, after the shipment or sale.
2.3 You are responsible for satisfying yourself as to any statements made by us as to the matters set out in paragraphs 2.1 and 2.2 above.

3. ORDER

3.1 No order submitted by you shall be deemed to be accepted by us unless and until confirmed in writing by us or our authorized representative.
3.2 No order which has been accepted by us may be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by us as a result of cancellation.

4. PURCHASE PRICE

4.1 The price of the Work shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date of acceptance of the order.
4.2 Except as otherwise stated in our written quotation or any of our price list, and unless otherwise agreed in writing between us, all prices are given by us on the basis of delivery to you at our premises and, where we agree to deliver the Work otherwise than at our premises, you shall be liable to pay our transport, packaging and insurance.
4.3 The price is exclusive of any applicable value-added tax, which you shall be additionally liable to pay to us.

5. TERMS OF PAYMENT

5.1 A non-refundable deposit [equivalent to (i) 25% of the purchase price of the Work when such price is inferior to the equivalent of Great Britain Pounds 80,000, or (ii) 15% of the purchase price of the Work when such price is equal or superior to the equivalent of Great Britain Pounds 80,000] is required at time of order and a sale's confirmation stating the balance payable will be issued to you.
5.2 You shall pay the full price for the Work, together with delivery costs that may apply plus any value-added tax when applicable and any amounts payable to us under clause 12 below but excluding the deposit or advance that you already paid, by bank transfer or such other methods as we agree within 30 days after the date of the sale's confirmation. If we agree with you that the sale is dependent on the issue of an export license, payable must be made, in the same way, within 7 days after the issue of the export license. In either case, payment has not been made until we have received cleared funds representing the full amount.
5.3 If you fail to make full payment within the relevant period, we shall charge you interest on the amount unpaid at the rate of 8% per annum over the Bank of England base rate from the date when payment was due until payment is made in full. This is to compensate us for the likely loss to us for payment no being made when due or we may assert our legal rights and view the transaction as being null and void and the shipment of the Work will not take place.
5.4 If you fail to pay the purchase price in full within 14 days after the due date (i.e. 45 days from the date of the sale's confirmation), we may assert any of our legal rights, including but not limited to a claim for the purchase price.
5.5 Payment of the price of the Work may be made in full at time of order.
5.6 Upon payment of the full price for the Work, a formal invoice and/or receipt will be issued to you.

6. COMMISSION PAYABLE BY US TO THIRD PARTIES

If you have authorized, or appear to us to have authorized, a third party to negotiate the purchase of the Work on your behalf, we may pay that third party a commission, based on the value of the Work. Details will be provided on request.

7. DELIVERY

7.1 Delivery of the Work shall be made after the payment has been received in full by us in accordance with clause 5 above.
7.2 Delivery of the Work shall be made to you at our premises at any time after we have notified you that the Work is ready for collection or, if some other place for delivery is agreed by us, by us delivering the Work to that place.
7.3 Any dates quoted for delivery of the Work are approximate only and we shall not be liable for any delay in delivery of the Work howsoever caused. Time for delivery shall not be of the essence of the agreement unless previously agreed by us in writing. The Work may be delivered by us in advance of the quoted delivery date upon giving reasonable notice to you.
7.4 Where the Work is to be delivered in instalments, each delivery shall constitute a separate contact and failure by us to deliver any one or more of the instalments in accordance with these terms and conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the agreement as a whole as repudiated.
7.5 If we fail to deliver the Work for any reason other than any cause beyond our reasonable control or your fault and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Work.
7.6 If you fail to take delivery of the Work or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may:-
7.6.1 store the Work until actual delivery and charge you for the reasonable costs (including insurance) of storage; or
7.6.2 sell the Work at the best price readily obtainable and (after deducting storage and selling expenses) account to you for the excess over the price under the agreement or charge you for any shortfall below the price under the agreement.

8. RISK AND TITLE

8.2 Risk of damage to or loss of the Work shall pass to you:-
8.2.1 in the case of the Work to be delivered at our premises, at the time when we notify you that the Work is available for collection; or
8.2.2 in the case of the Work to be delivered otherwise than at our premises, at the time of delivery or, if you wrongfully fails to take delivery of the Work, the time when we have tendered delivery of the Work.
8.3 Notwithstanding delivery and the passing of risk in the Work, or any other provision of these terms and conditions, the property in the Work shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Work (and all other Works agreed to be sold by us to you for which payment is then due).
8.4 Until such time as the property in the Work passes to you, you shall hold the Work as our fiduciary agent and bailee.
8.5 Until such time as the property in the Work passes to you, we shall be entitled at any time to require you to deliver up the Work to us and, if you fail to do so forthwith, to enter upon any premises of yours or any third party where the Work is and repossess the Work.
8.6 If you have possession of the Work before full payment has been made, you must:-
8.6.1 keep possession of it and insure it for not less than the purchase price, and not sell it or hand it over to any other person or dispose of any interest in it;
8.6.2 in the case of a Work consisting of more than one item, keep those items together;
8.6.3 keep any identifying marks showing that we own the Work clearly displayed; 8.6.4 store the Work on your premises and at no costs to us, separately from other property;
8.6.5 at our request, and after we have given you reasonable notice, allow us or a third party acting on our behalf to have access to the Work in order to inspect it; and
8.6.6 preserve the Work in the same state as it was on delivery and in particular, not restore, repair, clean or reframe it.

9. WARRANTIES AND LIABILITY

9.1 You confirm that you fully comply with the anti-money laundering regulations.
9.2 We confirm that, to the best of our knowledge and belief, we have authority to sell the Work.
9.3 Subject as expressly provided in these terms and conditions and except where the Work is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
9.4 Where the Work is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) your statutory rights are not affected by these terms and conditions.
9.5 All representations made by us as to the authenticity, attribution, description, date, age, provenance, title or condition of the Work constitute the our opinion only and are not warranted by us. We accept no liability as a result of any changes in expert opinion or scholarship which may take place subsequent to entry into this terms and conditions.
9.6 All goods are sold with all faults and imperfections and you should satisfy yourself by inspection as to their condition and otherwise and rely on your own judgment. In particular, the nature of some of the Work sold by us is such that they will rarely be in perfect condition, and are likely, due to their nature and age, to show signs of wear and tear, damage, other imperfections, restoration or repair.
9.7 Except in respect of death or personal injury caused by our negligence, we shall not be liable to your by reason of any representations or any implied warranty, condition or other term or any duty at common law or under the express terms of the agreement, for any consequential loss or damage (whether for loss of profit or otherwise howsoever), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of the Work or its use or resale by you, except as expressly provided in these terms and conditions.
9.8 We shall not be liable to you or be deemed to be in breach of the agreement by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Work, if the delay or failure was due to any cause beyond our reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond our reasonable control:-
9.8.1 act of God, explosion, flood, tempest, fire or accident;
9.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
9.8.3 acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority;
9.8.4 import or export regulations or embargoes;
9.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or of a third party);
9.8.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
9.8.7 power failure or breakdown in machinery.

10. INSOLVENCY

10.1 This clause 10 applies if:-
10.1.1 you make a composition or voluntary arrangement with your creditors or (being an individual or firm) becomes bankruptcy or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium, comes into force (within the meaning of the Insolvency Act 1986); or
10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or
10.1.3 you cease, or threaten to cease, to carry on business; or
10.1.4 we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and notified you accordingly.
10.2 If this clause applies then, without limiting any other right or remedy available to us, we may cancel the agreement or suspend any further deliveries under the agreement without any liability to you, and if the Work has been delivered but no paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. COPYRIGHT

11.1 All copyright in material relating to the Work vesting in us shall remain with us.
11.2 We reserve the right to exploit all such copyright.

12. EXPORT

12.1 If the Work is to be exported from its current location at time of sale, we will normally make appropriate arrangements for export and shipment and may make a reasonable additional charge for doing so.
12.2 If, contrary to our normal practice, we allow you to make arrangements for export of the Work, you must comply with all requirements of the export licensing authorities and any other relevant official bodies and:
12.2.1 provide us with all the relevant documents showing proof of export without delay and in any event within 7 days from the date of shipment; and
12.2.2 reimburse to us any sum claimed if any official body makes a claim against us for value-added tax or any other expense or penalties resulting from your failure to comply with the relevant requirements for export and import.
12.3 In any event, you will be responsible for payment any taxes including but not limited to import tax, duty, merchandise, sales or user tax that have to be paid in the country of destination whether on shipment or on import or at any other time.
12.4 Unless otherwise agreed in writing, the sale of the Work is not dependent on either us or you obtaining an export license.

13. TERMS FOR TRADE BUYERS

13.1 Where you do not purchase the Work as a consumer, if:-
13.1.1 you fail to pay the full purchase price of the Work or to comply with the obligations set out in clauses 7 and 11 above, or otherwise do or fail to do anything which may in any way imperil our ownership of the Work; or
13.1.2 before you make full payment of the purchase price to us, proceedings occur in the United Kingdom or elsewhere involving your solvency (including but not limited to the presentation of a bankruptcy petition or winding-up petition; or the convening of a meeting to wind you up voluntarily; or an application for an interim order for a voluntary arrangement, or for the appointment of an administrator; or the appointment of an administrative or other receiver); then
13.1.2.1 we shall have the right to repossess the Work and/or avoid the sale, with or without notice to you; and
13.1.2.2 at our option, we may require you either to return the Work to our premises in London at your cost or tell us where the Work is kept and allow us to enter the premises where the Work is kept and take the Work away (it being understood that where the Work consists of more than one item, this right of repossession will extend to all those items).

14. LIMITATION OF OUR LIABILITY

14.1 Any claim against us must be brought within a period of 2 years from the date of the invoice for the Work or, if we have been guilty of any fraud or deliberately concealed a relevant fact in relation to the Work, within 2 years after you have discovered this, or could have discovered it if you were reasonably diligent. We shall not accept any claim after these periods.

15. GENERAL

15.1 You shall not be entitled to the benefit of any set-off and sums payable to us shall be paid without any deduction whatsoever. In the event of non-payment Seller shall be entitled to obtain and enforce judgment without determination of any cross claim by Buyer.
15.2 Both parties agree that in entering into the terms and conditions neither party relies on, nor has any remedy in respect of, any statement, representation or warranty, negligently or innocently made to any person (whether party to this agreement or not) other than as set out in the terms and conditions as a warranty. The only remedy for breach of any warranty shall be for breach of contract under the terms and conditions. Nothing in this terms and conditions shall operate to limit or exclude any liability for fraud.
15.3 The benefit of the terms and conditions and the rights there under shall not be assignable by you. We may sub-contract its obligations.
15.4 Any notice in connection with the terms and conditions shall be in writing and shall be delivered by hand or by post to Seller's registered office at the time of posting or to Buyer to the invoice address, and shall be deemed delivered on delivery if by hand or on the third day after posting if posted.
15.5 In the case of a consumer contract within the meaning of the Unfair Contract Terms Act 1977, these conditions shall not apply to the extent that they would be rendered void or unenforceable by virtue of the provisions thereof.
15.6 No amendment, modification, waiver of or variation to the invoice or the terms and conditions shall be binding unless agreed in writing and signed by our respective authorised representative.
15.7 The terms and conditions shall not be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
15.8 If any part of these terms if found to be invalid, unlawful or unenforceable by any Court or other competent authority, it will not affect the remaining terms, which will continue to be valid and enforceable.

16. LAW AND JURISDICTION

16.1 These terms and conditions and any non-contractual obligations arising from or in connection with them shall in all respects be construed and take effect in accordance with English law.
16.2 If you are purchasing the Work as a consumer, the courts of England and Wales will have non-exclusive jurisdiction in relation to any dispute (a) arising from or in connection with these terms and conditions or (b) relating to any non-contractual obligations arising from or in connection with these terms and conditions. If you are not purchasing the Work as a consumer, the courts of English and Wales will have exclusive jurisdiction in relation to any dispute (a) arising from or in connection with these terms and conditions or (b) relating to any non-contractual obligations arising from or in connection with these terms and conditions.

17. ARBITRATION

17.1 Notwithstanding clause 16.2 above, either party may, by giving written notice to the other, elect to have any disputes arising out of, or in connection with, the sale and purchase of the Work referred to a single arbitrator in London to be resolved in accordance with the Arbitration Act 1996. The seat of such arbitration will be London and the language to be used in the arbitral proceedings will be English. In the event that the parties cannot agree upon an arbitrator either party may apply to the President of the Law Society of England and Wales for the time being to appoint as arbitrator a Queen's Counsel of not less than 5 years standing. The decision of the arbitrator shall be final and binding.
17.2 Save that the parties acknowledge each other's right to seek, and the power of the High Court to grant, interim relief, no Court action shall be brought in relation to any claim or dispute until the arbitrator has made a final award.