

ARTWORK SALES AGREEMENT

Party A (Entrusting Party / Organizer): _____

Unified Social Credit Code / ID No.: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Party B (Artist / Entrusted Party / Exhibitor): _____

Unified Social Credit Code / ID No.: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

In accordance with the *Civil Code of the People's Republic of China*, the *Copyright Law of the People's Republic of China*, and other relevant laws and regulations, both parties, adhering to the principles of equality, voluntariness, fairness, and good faith, have reached the following agreement concerning the sale of artwork.

Article 1. Artwork Information

The details of the artwork under this Agreement are as follows. Party B confirms that it has fully inspected and accepted the current condition of the work.

- **Title of Artwork:** _____
- **Artist:** _____
- **Year of Creation:** _____
- **Medium / Material:** _____
- **Dimensions (H × W × D, including frame):** _____
- **Edition Information (if applicable):** No. _____ of _____ editions.
- **Unique Identifier:** _____ (Suggested format: artist initials + year + serial number for traceability.)
- **Accompanying Components (if any):** _____ (e.g., certificate of authenticity, artist's sketches, installation equipment, etc. These are equally governed by this Agreement.)
- **Condition Report:** A detailed description and high-resolution images of the artwork's current condition are attached hereto as **Appendix I**, which serves as the sole legal reference for delivery and inspection.

Article 2. Price and Payment Terms

- **Total Sales Price:** RMB _____ (in words: _____).
- **Price Composition:** The total price includes taxes, special protective packaging, shipping, insurance, and delivery to the designated address. Party A shall issue an equivalent invoice upon receipt of full payment.
- **Payment Method:** Party B shall pay the total amount in one lump sum to Party A's designated account within **five (5)** business days from the date of signing this Agreement. Party A bears no obligation to deliver the artwork before receiving full payment and may sell the artwork to another buyer without liability.
 - **Bank Name:** _____
 - **Account Name:** _____
 - **Account Number:** _____

Article 3. Delivery, Inspection, and Risk Transfer

- **Delivery Method:** Professional fine art logistics services designated by Party A shall handle all transportation to ensure safety and professionalism.
- **Delivery Address:** _____
- **Delivery Time:** Within **fifteen (15)** business days after full payment is received. Transit time is excluded from this period.
- **Inspection:** Upon delivery, Party B or its representative must inspect the artwork immediately. If damage or irregularities are observed (e.g., packaging broken, artwork damaged), Party B shall take photos, refuse acceptance, and notify Party A and the logistics provider immediately. Acceptance of the delivery constitutes acknowledgment that the artwork matches the condition stated in Appendix I.
- **Risk Transfer:** Once signed for by Party B or its representative, the risk of loss or damage transfers fully to Party B.

Article 4. Copyright and Moral Rights

The **physical ownership** of the artwork and the **copyright** are entirely separate.

Party A (the artist) remains the sole copyright owner and retains all rights under the Copyright Law, including but not limited to the rights of reproduction, distribution, exhibition, communication through information networks, adaptation, cinematography, and translation.

Party B, by paying the purchase price, acquires only the **physical ownership** of the original artwork and the **permanent non-commercial exhibition right**, but not the copyright itself.

Prohibitions: Without Party A's prior written consent, Party B shall not:

- Reproduce, print, copy, digitize, or distribute the artwork in any form;
- Modify, alter, destroy, or create derivative works based on the artwork;
- Use the artwork or its image for any direct or indirect commercial purpose (including packaging, advertising, trademarks, interior decoration, or film production).

Attribution and Integrity:

Whenever the artwork or its image is publicly exhibited or published, Party B must clearly and prominently indicate the artist's name and the title of the work, and may not distort or misrepresent its original meaning or spirit.

Provenance and Database Rights:

Party A may record this transaction and the artwork image in their personal or collaborative database for academic research, market analysis, or provenance tracking. Party B shall cooperate when necessary.

Article 5. Collector's Obligations and Resale Restrictions

Professional Care:

Party B shall maintain the artwork under professional standards, providing appropriate storage and display conditions (avoiding direct sunlight, strong light, heat sources, dust, and pests). Party A has the right, but not the obligation, to inspect the artwork's preservation after prior notice.

Resale Notification and Right of First Refusal:

Should Party B decide to sell the artwork in any form (including auction, private sale, gallery consignment, or exchange), Party B must first notify Party A in writing (including by email), specifying all sale conditions. Party A shall enjoy a **30-day irrevocable right of first refusal** under equal terms. Failure to respond within the period shall be deemed a waiver.

Resale Royalty (Droit de Suite):

If the artwork is resold, Party B and all subsequent owners shall ensure this clause remains binding in future sales. Party B shall pay **15% of the resale profit** (resale price minus original purchase price) to Party A within **30 days** of the transaction, along with a verified copy of the resale contract.

Consequences of Breach:

Unauthorized resale constitutes a serious breach. Party B shall pay double (200%) the current market value of the artwork as a penalty, in addition to the resale royalty, and Party A reserves the right to pursue legal remedies for infringement.

Article 6. Authenticity and Repurchase Rights

Party A guarantees that the artwork is original and authentic. If an officially recognized national authentication body concludes otherwise, Party A shall refund Party B the full purchase price and reclaim the artwork.

In the event of Party B's material breach, bankruptcy, or public liquidation, Party A retains a **priority right to repurchase** the artwork at the disposal price.

Article 7. Breach of Contract

If Party B delays payment, a penalty of **0.5% per day** on the overdue amount applies. Delay exceeding fifteen (15) days entitles Party A to unilaterally terminate this Agreement and resell the artwork.

If Party B violates Articles 4 or 5 (copyright or resale clauses), Party A may:

- Claim full compensation for economic losses (including expected licensing fees, reputational damage, legal costs, and other related expenses);
- Demand compensation equal to the difference between the artwork's current market value and the original sale price;
- Seek injunctive relief through a competent court to stop infringing acts.

Article 8. Confidentiality

Neither party may disclose the contents of this Agreement or any confidential information obtained during its execution (including transaction price and Party B's identity) to third parties without prior written consent.

Article 9. Dispute Resolution

Any dispute arising from or related to this Agreement shall first be resolved through friendly negotiation. If negotiations fail, either party may bring the case before the **People's Court in the jurisdiction of Party A's domicile**.

Article 10. Notices

All communications under this Agreement shall be made in writing (including email, text message, or fax) to the following addresses. A party changing its address shall notify the other party in writing on the same day; otherwise, delivery to the previous address shall be deemed valid.

- **Party A Address for Service:** _____
Contact Person: _____
Email: _____
- **Party B Address for Service:** _____
Contact Person: _____
Email: _____

Article 11. Miscellaneous

This Agreement is executed in two counterparts, each party holding one, both having equal legal effect.

It becomes effective upon signature (and seal, if applicable) by both parties.

All attachments are integral parts of this Agreement.

Party A (Artist's Signature): _____

Date: _____ / _____ / _____

Party B (Collector's Signature / Seal): _____

Date: _____ / _____ / _____