



Terms and Conditions

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Requests for use of Materials, in whole or in part, should be sent to the following:

Mixed Greens
531 West 26th Street
New York, NY 10001
telephone: (212) 331-8888
toll free: 1-866-MGREENS
fax: (212) 343-2134
info@mixedgreens.com

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Conditions Governing Sale of Artwork, Products and/or Services

Acceptance

Orders placed by Users through the Site for the purchase of Artwork, Products and/or Services shall be deemed to constitute an offer by the User (also referred to herein as “Purchaser”) to enter into a contract on these Terms and Conditions, which offer shall be accepted by Mixed Greens by shipping the order.

Payment

Payment of the Purchase Price specified on the Site Order Page for each Artwork, Product and/or Service selected by Purchaser, and any applicable delivery/shipping costs, or other expenses of any kind or nature, including but not limited to sales tax, customs duties, artist resale royalties, export or import charges (collectively “Shipping and/or Other Expenses”), is due in full by an acceptable credit card at the time of shipment.

Sales Tax

Purchasers requesting delivery within the State of New York agree to pay all applicable sales tax due on the sale of the Artwork, Product(s) and/or Service(s).

Delivery

Mixed Greens will, on receipt of the Purchase Price and any applicable Shipping and/or Other Expenses, arrange for delivery of the Artwork and/or Product to the Purchaser via common carrier (“Shipper”) at the address specified on the Site Order Page. Shipper, Artist and/or Mixed Greens will pack and insure the Artwork and/or Product for at least the full Purchase Price and name Mixed Greens as the insured party. In the instances where customers have opted to pick up their purchases, sale will be as is and Mixed Greens shall not be bound by the terms of this paragraph.

Artwork description page

Sales of all Artwork, Products and/or Services are governed by these Terms and Conditions, as well as any detailed exceptions as included in individual Artwork, Product and/or Service descriptions on the website. While Mixed Greens is committed to providing excellent customer service, Purchasers must note that, due to their inherent characteristics, Artwork(s) may require additional handling or other considerations as stated in an Artwork’s description page that may modify these Terms and Conditions. These considerations may or may not include a restocking fee to be borne by the Purchaser for Artwork(s) and/or other Product(s) returned to Mixed Greens that requires special shipment.

Title

Mixed Greens and Purchaser agree that the sale of Artwork and/or other Products and the transfer of title in the Artwork, Products and/or Services from the Artist to Purchaser shall take place only after the Purchaser has paid the Purchase Price and Shipping and/or Other Expenses in full as provided



herein, and the Purchaser takes actual possession of the Artwork, Products and/or Services. At such time as title passes to Purchaser, risk of loss will also pass to Purchaser, and if the Artwork and/or other Product are damaged in transit, Purchaser should contact Mixed Greens immediately at info@mixedgreens.com, 212.331.8888, or toll-free at 1.866.MGREENS, for further instructions on how to proceed.

Returns

Purchaser may return an Artwork and/or other Product, in the same condition as received by Purchaser, for a full refund of the Purchase Price for any reason within fourteen (14) business days after delivery of the Artwork and/or other Product. After fourteen (14) days following delivery of the Artwork and/or other Product, all sales are final. All returns are to be made directly to Mixed Greens. Purchaser must notify Mixed Greens by phone or email of intent to return an Artwork and/or other Product within fourteen (14) business days after delivery of the Artwork and/or other Product and prior to its return shipment.

Note on returns

Purchaser may be required to pay a restocking fee for Artwork and/or other Product returned to Mixed Greens that require special shipping.

Note on commissioned and custom-made Artwork

All sales are final. Purchaser's credit card will be charged at the time an order is placed and no refunds or returns will be permitted or accepted.

Unavailability of Artwork and/or other Products

All Artwork and/or other Products featured on the Site are offered on a first-come basis. As between two or more potential Purchasers of a given Artwork and/or other Product, the potential Purchaser who first submits a complete and otherwise acceptable Order, via the Site Order Page, shall have first rights to purchase a given Artwork and/or other Product. Notwithstanding the foregoing, Mixed Greens does not guarantee the availability for purchase of any Artwork and/or other Product featured on the Site. Moreover, in its sole and exclusive discretion, and for any reason whatsoever, Mixed Greens reserves the right to withdraw from sale, or unwind any transaction for the purchase of, any Artwork and/or other Products before the actual transfer of title to the Purchaser as provided above/herein. In the event an Artwork and/or other Product is unavailable for any reason, the Purchaser may, at his or her option, obtain (1) a full refund of any amounts paid to Mixed Greens or, (2) a full credit for amounts paid applicable to the purchase of any other Artwork and/or other Product(s) available at that time.

Remedy for Purchaser's Failure

If any of the Terms and Conditions herein are not complied with in a timely manner by the Purchaser, in addition to other remedies available to Mixed Greens by law, including without limitation the right to hold Purchaser liable for the Purchase Price, Mixed Greens may hold the Purchaser liable for any and all costs of collection, reoffer, handling charges, commission, and any legal fees and expenses attributable to Buyer's breach of the Terms and Conditions.



Copyright In Artwork

The Artist reserves all rights protected under the United States Copyright Act in all Artwork purchased by the Purchaser. The sale of a given Artwork does not include any assignment, transfer or license to Purchaser of the right to reproduce, modify or create derivative works of any Artwork, unless such right is expressly granted in writing by the Artist.

Communications with and/or Postings on the Site

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Mixed Greens reserves the right to decline or cancel any orders originating in or directed to countries where export from the United States may be prohibited or require governmental authorization. By placing an order through the Site, you represent that, to your knowledge, no such restriction exists with respect to your order. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Artwork and/or other Product and/or Materials.



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Minors

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