

**CONTRACT TERMS OF DOMESTIC SALE**  
**Giancarlo De Astis**

A Buyer's/Client's or his/her representative's signature on a Work/Order Estimate is an approval and acceptance of the purchase of the component and design and manufacture of the ITEMS(s) described in "Item(s) Description". The Buyer/Client shall pay the 1<sup>st</sup> payment of the total gross price of the item(s) described at time of signing; some determined time through completion, the 2<sup>nd</sup> payment, and upon completion the Balance. Current Utah sales tax will be added to the price for all in-State sales.

A signed Work/Order Estimate is limited to the task of design and/or manufacture of the object(s) "Item(s)" described and agreed between Giancarlo De Astis, the ('Seller'), and the Buyer or Client identified in the Work/Order Estimate. Any changes, alterations, additions or re-designs beyond those described are not included and will be considered as additional costs to the Buyer/Client and resubmitted for approval and payment under a revised Work/Order Estimate.

Work shall not start on the design and/or manufacture of the object(s) unless the 1<sup>st</sup> payment has been received. If the balances are paid with a personal or company check, design and/or manufacturing of the object(s) will start/continue after the Buyer/Client's funds have cleared the Seller's banking institution.

When major credit card payments are accepted, they are subject to verification by the issuing bank and/or transaction handling company. To prevent fraud, additional written information and authorizations are required by the issuing bank and/or transaction handling company to verify credit card validity and purchase.

Monetary payments to Seller are always non refundable. If and when, the Buyer/Client cancels any Work/Order Estimate and/or refuses the object(s) at time of delivery, and/or does not pay any of the outstanding monetary balance(s), he/she, or corporate entity, agent, or representative forfeits any ownership, claims, demands, rights, or privileges pertaining to the item(s) described in a signed Work/Order Estimate. In such a case, at the discretion of the Seller, the item(s) may be handled in any manner or form, including but not limited to, the sale of the item(s) to a third party.

The remaining monetary balance is due and payable upon completion of the object(s) and is necessary to receive it for release to the shipping company. No personal checks will be accepted as payment for the balance due. Only when the completion payment is paid, the object(s) becomes the property of the Buyer/Client and the object(s) is/are non returnable for a monetary refund. If only under specific written circumstances and conditions an item(s) is accepted as a return, the Buyer/Client may be eligible for a Studio credit of the same monetary value of the purchase price minus: shipping, delivery and damage costs and a 25% re-stocking fee.

In all cases the Buyer/Client will be charged for the cost of crating, transportation, insurance, inside delivery and assembly of the item(s). Seller may make and supervise the delivery arrangements as an added value service with no mark up to the Buyer/Client; but disclaims any and all damages and liability caused by any transportation & delivery entity. The Buyer/Client has the right to make their own transportation and delivery arrangements and/or obtain other shipping quotes from that provided by the Seller. All item(s) must be insured before shipping. Many of the item(s) are delivered unassembled and require local Buyer/Client assembly.

The delivery date at the Buyer/Client's location is only an estimated date, not a guaranteed date of delivery.

The item(s) sold and purchased, as described in Work/Order Estimate are unique, hand crafted 'Art Item(s)' manufactured in part from original, surplus and/or decommissioned aircraft component(s), other new, or previously used materials, and custom manufactured materials, and all item(s), are being sold "As Is." Dents, scratches, holes, depressions, marks, deterioration and all other imperfections on the original aircraft component(s) are intrinsic, and are an integral part(s) of the Art Item, and contribute to the rareness, uniqueness and value of the item(s).

The Seller disclaims any and all, implied or expressed warranties or guarantees of any kind, including, without limitation, warranties or guarantees as to condition, function, safety, health, longevity, merchantability, resale, fitness and/or suitability for Buyer/Client's purposes or intent. Once the item(s) has/have been purchased, the Buyer/Client hereby assumes all risks pertaining to the private, and/or public, and/or commercial, and/or third party claims, and/or resale, and general use of the item(s).

Buyer/Client understands and agrees to, that even if the item(s) is the Buyer/Client's property, or that of a third party, the Seller has unlimited rights and privileges as to the use of the design, prototype, photographic, digital, or illustrative images of the item(s) for use in re-manufacture and use in any medium, traditional or electronic, private, public or commercial, for the purposes, but not limited to, advertising, publicity, public relations, exhibits, displays, collections, promotional material, sales kits, Internet URL pages, and any other use, with the intent of promoting the Seller as a designer and/or artist, and/or his items(s), and/or work(s). All Rights Are Reserved.