

# Creative Moments Inc. - Animation Art Direct Sale Terms and Conditions

## **PLEASE READ OUR SALE TERMS and CONDITIONS CAREFULLY BEFORE PURCHASING**

In an effort to reduce costs, we have put together a Direct Sale of new and previously offered items of animation artwork. By offering the artwork in this Direct Sale as opposed to our having to produce a full Auction catalog, we can offer the artwork at substantially reduced prices based on our consignor's needs. The following Terms and Conditions apply to our Direct Sale.

All Direct Sale artwork is offered on a first-come, first-served basis and will be sold to the first person that is willing to purchase the artwork at the listed price. The prices for all artwork offered in this Direct Sale can be found in the applicable "description" for each item.

Reasonable counter offers on the artwork may be submitted to our consignors for their consideration at Creative Moments, Inc. discretion. If such a counter offer is submitted, it is essential that the perspective buyer understand that by making such a counter offer it will in no way constitute an implied agreement with Creative Moments, Inc. to have the artwork held for that perspective buyer or that any such counter offer will be accepted. Again, those buyers willing to purchase the artwork at the listed prices, and/or those who have submitted the highest approved counter offer will be given priority.

The listed prices for the artwork do not include shipping fees (insurance, packaging, handling) nor any applicable sales tax. All artwork if not "Will Call" item(s) will be shipped via UPS Ground including full insurance and tracking. If you require different shipping arrangements we will make every attempt to accommodate your needs providing you contact us prior to invoicing.

**All purchased items must be paid for in full no later than ten (10) days from invoicing.** Acceptable payment methods include; cash, personal or business check and/or wire transfer (all bank fees must be paid by buyer) for those out-of-country clients who wish to use this option. We are sorry, but at this time we do not accept payment via credit card or PayPal.

Items paid for in whole or in part by personal or business check will not be released and/or shipped by Creative Moments, Inc. to the buyer until such time as the check clears the bank.

For those interested, Creative Moments, Inc. does offer a Payment Plan which is available to pre-approved Buyers who will be making purchases exceeding \$1,000. If you have interest in this plan and wish to know further details, please discuss with us prior to any invoicing.

While Creative Moments, Inc. makes reasonable efforts to accurately describe the artwork, it expressly disclaims any warranty of authenticity or authorship that might otherwise apply to any such description. All items are sold "as is" and neither Creative Moments, Inc. nor the Consignor make any express or implied warranty to representation of any kind of nature with respect to the items for sale. Neither Creative Moments, Inc. nor the Consignor shall be responsible, or incur any liability, for the correctness of, or be deemed to have made any representation or warrant of merchantability, fitness for purpose, description, date of origin, attribution, provenance or condition concerning the items, and no statement made during the sale or in the bill of sale or invoice or elsewhere, whether oral or written shall be deemed such a warrant or representation or an assumption of liability. Creative Moments, Inc. nor the Consignor make any warranty or representation whatsoever, express or implied, that the Buyer of any item will acquire any copyright or reproduction rights thereto. Copyright for art, characters and images depicted on the website are held by the respective artist, studio, syndicate or publisher. All items are available to be viewed personally and evaluated by prospective buyers prior to any purchase. It is the responsibility of the Buyer to satisfy himself as to the condition of any item.

The buyer agrees to indemnify and hold Creative Moments, Inc. harmless from any and all liability, damages, claims, losses, liabilities and expenses (including reasonable attorney's fees) relating to the purchase of any item through the Direct Sale.

Creative Moments, Inc. reserves the right to amend or vary the Terms and Conditions of this Direct Sale. By participating in this Direct Sale, the buyer agrees to be bound by these Terms and Conditions as indicated.

Please feel free to contact us directly should you have any further questions. We look forward to assisting you in your collecting pursuits.

Kirk & Lynn Leonhardt  
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