L.O.A.D. NFT, S.L.
Carrer de Llull 134, 08005 Barcelona, Spain
load-gallery.com

TERMS OF SALE

Version 1.1 · in force from 19 November 2026 · earlier versions are kept and sent on request.

These Terms apply to every reservation and purchase of a work from LOAD, whether made on this site, at the gallery, at an art fair or by email. Some of what they describe is not yet available on this site: reservation and purchase on the site, the collector account and its private wallet, card payment, online identity verification and the online check of a certificate. Each passage concerned says so, and applies once that feature is available. Please read them before you order. They are written for two kinds of buyer: **consumers** (a person buying outside a trade or profession) and **professional buyers** (companies, and persons buying for their business). Where a rule applies to one kind only, it says so. For a work sold with a signed purchase order, the order prevails on the price, the time to pay and the delivery date; it may never reduce the rights the law gives to consumers.

1. Who we are

L.O.A.D. NFT, S.L., trading as LOAD, Carrer de Llull 134, 08005 Barcelona, Spain, tax number B72576994, registered at the Registro Mercantil de Barcelona, tomo 48543, folio 63, hoja B-587637, inscripción 1ª. Email info@load-gallery.com. We sell as the owner of the work or as the agent of the artist; in both cases the contract is with us and we answer for it.

2. Words used in these Terms

Work: the work of art described on its page. For a digital work, you acquire the right to play it, as the Collector's licence sets out; the files themselves are not handed over. **Display**: a screen certified by the gallery, offered as an option with a digital work; a digital work may be bought without it. The display supplied by LOAD is named The Link and comes in three presentations, Classic, Atelier and Invisible; in these documents, 'display' includes The Link. **Edition**: the number of copies of a work, stated on its page; a work marked 'unique' has one. **Certificate**: the certificate of authenticity of the work, signed by the artist and the gallery and issued in the buyer's name. **Public record**: the record of the work and of its certificate kept on a public blockchain; it carries no name, no price and no other personal data. **Token**: the entry of the public record that corresponds to your copy of the work; it is the digital form of your certificate. **Wallet**: the private digital wallet created in your name with your account (the account and the wallet are not yet available on this site), in which your token is kept; only you control it. **Purchase order**: the one-page order signed at an art fair or at the gallery (section 9). **Hold**: a reservation without payment. **Deposit**: a part payment made to reserve a work.

3. How a purchase is made on this site (not yet available)

The steps are: (1) choose the work and, if you wish, a display; (2) create or open your account with your email and a one-time code; (3) give your details, as a private buyer or for a company; (4) verify your identity, where the law requires it (section 8); (5) review the summary, which shows the work, the price with its taxes, what is paid now and later, the delivery time and your rights, and accept these Terms; (6)

press the button marked **‘Order with obligation to pay’**. That button places a binding order (TRLGDCU article 98.2). You may go back and correct anything until you press it. You must be at least 18 years old to buy.

We confirm the order by email within 24 hours on a durable medium: the confirmation repeats these Terms, the summary, the information on your right of withdrawal and the model withdrawal form (TRLGDCU article 98.7; LSSI article 28). The contract is formed when we send that confirmation. For a unique work or the last copy of an edition, the order is accepted subject to availability: if the work has been sold in the meantime, we tell you at once and refund anything paid, without delay and with no deduction.

The contract is concluded in English. A Spanish version of these Terms is available to consumers in Spain and prevails for them; a Catalan version is provided on request. The contract and the version of the Terms you accepted are archived and remain available in your account for at least six years (LSSI article 27); until the account is available on this site, we send you a copy by email on request.

4. The works, editions and displays

Each work page states the artist, title, year, medium, dimensions or duration, edition size, and the price (shown to collectors with an access from the gallery, otherwise given on request). For a digital work it also states how it is played: on a screen of your own that recognises your wallet and meets the stated technical requirements, or on a display offered as an option, with the price of that display shown separately (TRLGDCU article 97.1.s and t). Your ownership is evidenced by the certificate, by the gallery’s register and by your token. The token is issued when you have paid in full, directly to your wallet. The gallery never holds it, at any time: it cannot move, sell or pledge it, and it keeps no copy of the key. You see it in your account at any time, once the account is available on this site. So that the artist’s royalty and resale right are always paid, the token changes hands only through the gallery’s resale service; if the gallery recorded no activity for 365 days, that restriction lifts by itself and you may transfer the token freely. The token is a proof of your title, not a thing you buy: you pay in euros or US dollars, and we sell works of art, not crypto-assets or investment products. Its issue to your wallet is part of your purchase, not a resale. The edition size stated on the work page and on the certificate is fixed by the artist’s agreement with the gallery: no parallel edition may be created, and no technical adaptation or migration of the work ever adds a copy.

A work shown as ‘available’ may be under discussion with another collector at the same time; its availability is confirmed when we accept your order. Images and videos on the site show the work as faithfully as the medium allows; small differences in colour between your screen and the work are not a defect. Dimensions of physical works may vary by up to 2%.

5. Prices, taxes and currency

Prices are shown to collectors with an access from the gallery, and otherwise given on request, in euros or in US dollars, as stated for each work; each price is shown before VAT and with VAT. The price with VAT shown on a work page is calculated at the Spanish rate; your order summary shows the tax that applies to your purchase, and what you see there is what you pay, with no surcharge for any means of payment (Real Decreto-ley 19/2018, article 35).

VAT is charged as the law requires, according to who buys and where the work is delivered. A work handed over in Spain, at the gallery or at a fair in Spain, bears Spanish VAT, whoever the buyer and wherever the buyer lives. A work sent to a consumer in another country of the European Union bears the VAT of that country. A work exported outside the European Union, with proof of export, bears no Spanish VAT; import duties and taxes in the country of arrival are for the buyer. A work sold at a fair and sent to the buyer afterwards from Spain is taxed as above, according to where it is delivered, wherever the fair took place. A work handed over at a fair outside the European Union bears no Spanish VAT; the

sales tax of that place applies, and we collect it where the law requires. For a company registered for VAT in another country of the European Union, whose number we have verified in VIES, VAT is reverse-charged. The price of a display, when you choose one, is shown separately. For a digital work bought without a display, the tax depends on the country where the buyer lives, and your summary shows it.

The currency of your order, the one stated for the work, is the currency of your contract: the price stated in it on your summary is the price, and it does not change with the exchange rate. You pay in that currency. As Spanish law requires, the invoice also states the VAT in euros. Delivery and installation costs, when not included, are stated before the order.

6. Hold, deposit and balance

On this site (not yet available) and at the gallery. At the gallery's discretion, a work may be held for you for 48 hours without payment, once per work and per buyer. A purchase is paid in full when ordering, unless the gallery agrees to a deposit. With the gallery's agreement, a deposit of 30% of the price, taxes included, reserves the work for 30 days; the balance is due within that period, and the work is delivered when it is paid. The deposit is paid as 'arras penitenciales' (Civil Code article 1454): if you cancel the purchase, or do not pay the balance within the 30 days and a further 10 days after our written reminder, the sale ends and the deposit is kept by the gallery; if the gallery cancels the sale, it returns twice the deposit. A consumer who buys at a distance keeps the right of withdrawal (section 11): if you withdraw, the deposit is returned to you in full.

At art fairs. No deposit is taken. When you decide to buy, you sign the purchase order (section 9), and the work is reserved for you for 3 hours. Within that time, you pay in full by bank transfer only, instant or SWIFT, with the order confirmed by our bank. Cards are not accepted at art fairs. If the 3 hours run past the closing of the fair, they end one hour after it reopens. If payment is not made in time, we may offer the work again without further formality, or require payment (Civil Code articles 1124 and 1505). A sale signed on our stand is made on our premises: there is no right of withdrawal.

7. Payment

We accept bank transfer to the account named on your invoice (and in your account, once it is available on this site), and card payments on the secure page of our bank (not yet available), up to the amount per order shown when you pay. Above that amount, payment is by bank transfer only. We do not accept crypto-assets. The invoice shows the exact name of the account holder so that your bank can confirm it before you pay. A transfer is confirmed to you when it is received; a card payment, at once.

For a work paid by card, the token is issued in your name 14 days after the payment. Disputing a card payment with your bank, for a work that was delivered as agreed, is a breach of the contract: if a card payment is reversed, the certificate and the token are suspended and marked as disputed until the price is paid, and we may claim the price and our costs.

Payment must come from an account or a card in the buyer's own name, or in the name of the company that buys. If a third person pays for you, tell us first: the law requires us to identify that person as well, and we may refuse a payment we cannot attribute. Title to the work passes to you only on full payment (retention of title), and the certificate is issued then. A professional buyer who pays late owes the interest and the recovery costs set by law (Ley 3/2004), and may not set off any claim against the price.

8. Identification of the buyer

As a professional dealer in works of art, LOAD is bound by the Spanish law on the prevention of money laundering and the financing of terrorism (Ley 10/2010 and Real Decreto 304/2014). Before a sale of €1,000 or more, we identify the buyer with an official identity document. For a company, we also identify the person who acts for it and its beneficial owner, the natural person who owns or controls more than 25% of it. Depending on the amount and on the risk, we may ask for the origin of the funds and for documents that show it, and we check every buyer against sanctions lists and ask whether the buyer holds, or is close to someone who holds, a prominent public function. We may suspend or decline a sale until identification is complete; the law forbids us to explain a refusal that rests on it. Records are kept for ten years (Ley 10/2010 article 25). Identity may be verified online (not yet available), with a European provider and a non-biometric alternative always available, or in person at the gallery. At an art fair, the purchase order may be signed before identification: we then send you a request by email the same day, and you provide the documents within 7 days. Nothing is delivered, and no token or certificate is issued, before identification is complete. If it is not completed in time, the sale is cancelled and the price is refunded to the account it came from, and to no other; our legal obligations prevail. By ordering, you confirm that you buy for yourself, or have told us for whom you act; that the funds are of lawful origin; and that neither you nor the person you act for is subject to sanctions.

9. The purchase order and your signature

At an art fair or at the gallery, you sign a one-page purchase order on our tablet: it names the work, the price and the time to pay, and states that these Terms, the Authenticity guarantee, the Collector's licence and Display continuity apply. Where it states a price, a time to pay or a delivery date, it prevails; on everything else, these Terms apply. The signature is an advanced electronic signature (Regulation (EU) 910/2014, article 26): we keep the signed text, its digital fingerprint, a qualified time stamp and the evidence of the signing session, and we send you the signed copy by email. A fingerprint of the order, and nothing else, is recorded on the public record of the work. The order has the same value as a paper signature (Ley 6/2020, article 3). On this site (not yet available), your order and our confirmation by email form the contract (section 3).

10. Delivery, installation and risk

The delivery time of each work depends on its production, on our stock and on its installation; it is stated on the work page or in your summary before you order, and the exact date is agreed with you. A digital work bought without a display is made available through your account: it plays once you confirm with your wallet (the account and the wallet are not yet available on this site). Physical works and displays are delivered and, where agreed, installed by an independent carrier or installer chosen by us, or by a carrier you choose. Transport arranged by us is insured. On delivery, you check the work and sign the acceptance report, which records its condition and, for a digital work on a display, that it plays. If we cannot deliver on the agreed date, we tell you at once and propose a new date; a consumer may then cancel and be refunded in full where the law gives that right (in Spain, after a further reasonable period: TRLGDCU article 66 bis). If you do not take delivery on the agreed date, we write to you; 30 days after that notice, we may place the work in specialised storage at your cost and risk.

Professional buyers: risk passes when the work is handed to the carrier; we answer for the carrier or the installer only if we are at fault. **Consumers**: as the law requires, risk passes when you, or a person you named, take physical possession of the work; if you choose your own carrier, it passes when the work is handed to that carrier (TRLGDCU article 66 ter). Outside the European Union, we deliver to the agreed port or airport of entry and the buyer is the importer of record. We do not deliver to a country, a person or a company subject to sanctions of the European Union, the United Nations, the United Kingdom or the United States.

11. Right of withdrawal (consumers buying at a distance)

A consumer who buys at a distance, on this site or by email, may withdraw within **14 calendar days** of taking physical possession of the work (for a digital work bought without a display, of the day of the contract), without giving a reason, as Spanish law requires (TRLGDCU articles 102 to 108). There is no right of withdrawal: for purchases made at the gallery or at an art fair; for professional buyers; for a display or a work made to your specifications or clearly personalised (article 103.c); and for a digital work once you have access to it, where you asked for access to start before the end of the 14 days and acknowledged that you lose the right (article 103.m). If you return a display bought with a digital work, you keep the work, which plays on any compatible screen. We tell you before you order when an exception applies.

To withdraw, send us an unequivocal statement before the period ends, with the 'Withdraw from contract here' function on this site or by email to info@load-gallery.com; you may use the model form. You then organise and pay the return yourself, including de-installation, packing and insured transport: we give you the contact of an art carrier, and the estimated maximum cost of the return is shown on your order summary before you order (online orders: not yet available on this site). The work travels in its original packaging or an equivalent protection, insured for its full value, and remains at your risk until it reaches us. A condition report with photographs is made at delivery, and again when the work leaves you, by the carrier or by you. We refund the price and the cost of standard delivery within 14 days of your statement, by the same means of payment; we may wait until the work is back with us or until you show that it has been sent. If the token was already issued, it is marked as refunded on the public record. You answer for any loss of value caused by handling beyond what is needed to establish the nature, characteristics and functioning of the work; we deduct it from the refund after inspecting the work.

12. Legal guarantee

Consumers: you have the legal guarantee of conformity, which Spanish law sets at three years from delivery for a physical work or a display and at two years for a digital work bought without a display (TRLGDCU articles 114 to 127). A digital work is supplied once, when it is made available to you: it is not a subscription or a continuous service. Where the law extends the guarantee after a repair, the extension applies. If a defect appears, we first repair or replace the work or the display, at our choice where one of them is impossible or disproportionate; a price reduction or the end of the contract is possible only where the law allows it. The guarantee does not cover wear, accidents, misuse, settings you changed, a screen or network that does not meet the stated requirements, or changes made without our consent.

Professional buyers: works and displays are sold in the condition recorded in the acceptance report. Any defect must be notified in writing within 30 days of delivery. We do not answer for hidden defects we did not know of (Civil Code article 1485); the manufacturer's warranty on a display is passed on to you. These terms are in addition to the authenticity guarantee.

13. Authenticity

Every work is sold with a certificate of authenticity signed by the artist and the gallery, and LOAD guarantees its authenticity for 5 years as set out on the Authenticity page. That commercial guarantee adds to the legal guarantee.

14. Intellectual property

Buying a work gives you the work, not the copyright in it, which stays with the artist (Ley de Propiedad Intelectual, article 56). What you may do with the work, including showing it, lending it and sharing it, is set out in the Collector's licence, which you accept with these Terms.

15. Resale

You may resell your work at the price you choose, once the minimum holding period of that work has passed. That period is set by the artist for each work, counted from your purchase, shown on the work page, in your order summary and on your certificate before you buy, and it never exceeds 36 months. It does not prevent the work from passing to your heirs, and the gallery may shorten it with the artist's consent. Because the work is licensed digital art and its certificate is the proof of title, a resale is carried out through LOAD: you give us a mandate to sell, we act for you as your agent, and the sale is concluded between you and the next collector. You may bring your own buyer. For 24 months from the final invoice (36 months for professional buyers) you first tell us the price you want, and we have 15 days to buy at that price or to present a buyer. We may decline or suspend a resale only for a legal reason (identification of the parties, sanctions, a dispute over title); otherwise we carry it out within 5 working days of the buyer's payment. Because these conditions are particular to each work, you accept them expressly and separately when you order: the minimum holding period, the resale through LOAD, and the artist's royalty.

What goes to the artist. Two amounts are taken from the resale price. First, the resale right set by law, where it applies: resales of €800 or more, excluding taxes, of works by artists who are nationals of Spain, of the European Union or of a country that grants the same right, or who live in Spain (Ley de Propiedad Intelectual, article 24), at the statutory rates (4% up to €50,000, 3% from €50,000.01 to €200,000, 1% from €200,000.01 to €350,000, 0.5% from €350,000.01 to €500,000, 0.25% above, capped at €12,500 per resale); we withhold it and pay it to the collective management entity, as the law requires. Second, the artist's royalty: a percentage chosen by the artist for each work, shown on the work page, in your order summary and on your certificate before you buy, fixed for the life of the work and never above 10% of the resale price.

What goes to LOAD, and to you. Our commission on a resale is at most 10% of the resale price, before VAT. VAT is added where it applies: for a private seller in Spain the commission is at most 12.1% with VAT included; a business is invoiced with Spanish VAT if it is established in Spain, without VAT (reverse charge) if it is established in another EU country and has a valid VAT number, and without Spanish VAT if it is established outside the EU. The exact rate and the VAT are written in your mandate of sale before you sign it, and nothing else is deducted unless you agreed to it in writing. You receive the balance by transfer to an account in your own name, with a statement of each amount. The buyer is identified and pays in euros or US dollars, as for a first sale. The public record of the resale carries a fingerprint of the sale file, never a name or a price.

If you buy a work that is being resold. We tell you before you order whether the seller is a private individual. If so, the sale is between two private individuals: the consumer rules on withdrawal and on the legal guarantee do not apply to it; the work is sold in the condition recorded in the handover report, and the seller does not answer for defects he or she did not know of (Civil Code article 1485). Its authenticity can be checked on this site with the code of its certificate (not yet available; until it is, write to us with the code). You accept the Collector's licence, and the gallery re-issues the certificate in your name.

Unless we agree otherwise, we sell one copy of an edition per collector and household; a dealer buying for resale must say so and buys under the professional terms. The artist may enforce the Collector's licence directly (Civil Code article 1257). Gifts and inheritance are dealt with in the Collector's licence, section 4 bis. We do not promise that a work can be resold, or at what price, and nothing we say about a work is investment advice.

16. Our liability

Towards professional buyers, our liability for any claim related to a sale is limited to the price paid for the work, and excludes loss of profit, loss of opportunity and indirect loss. Towards consumers, we answer as the law provides. In every case, nothing in these Terms limits liability for death or personal injury, for fraud or wilful misconduct, or any liability that the law does not allow us to limit. We are not responsible for a delay or a failure caused by events beyond our reasonable control, such as a strike, a transport ban, a customs hold, a natural event, or a failure of networks, blockchains or wallet services we do not control; our obligations are suspended for as long as the event lasts, and we tell you as soon as we can.

17. Your account and security

Your account (not yet available on this site) is personal; keep your device and your email secure, and tell us at once if you believe someone else has used it. We may close an account used in breach of these Terms. You may close your account at any time; we keep the records the law requires us to keep. Your wallet opens with your account: keep access to the email address of your account. We cannot move a token ourselves; if you lose access, tell us at once: your ownership remains evidenced by your certificate and by our register, and we help you as far as the public record allows.

Our messages. All our emails come from addresses ending in **@load-gallery.com**, except, once the account is available, the one-time sign-in code, which the provider of your account and wallet sends from its own address. We never ask you by email, message or telephone to pay into a different account, to give a password or a code, or to connect your wallet to a site. The account to pay is the one shown on your invoice (and, once it is available, in your account). If you receive a message that does not meet these rules, do not click on it, do not pay, and forward it to info@load-gallery.com. We are not responsible for a payment made to an account other than ours, or for any loss caused by a message that we did not send.

18. Data protection

How we use your data is explained in the Privacy policy. The identification data of section 8 are processed under a legal obligation and kept for ten years.

19. Complaints and disputes

Write to info@load-gallery.com or to Carrer de Llull 134, 08005 Barcelona, Spain; we answer within one month and try to settle the matter directly. Official complaint forms are available at the gallery and by email (Decret 121/2013 of the Generalitat de Catalunya). LOAD has not joined a consumer arbitration system. The competent body for alternative dispute resolution is the Junta Arbitral de Consum de Catalunya (Agència Catalana del Consum, consum.gencat.cat); if a consumer's complaint is not resolved, we say in our answer whether we accept to take part in its procedure (Ley 7/2017, article 41). Consumers living in another country of the European Union may contact their European Consumer Centre.

20. Law and courts

These Terms and every sale are governed by Spanish law. A consumer keeps the protection of the mandatory rules of the country where he or she lives, and may bring or face a claim before the courts of his or her own domicile (TRLGDCU article 90.2; Regulation (EU) 1215/2012). For professional buyers, only the courts of Barcelona have jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Buyers outside the European Union. You pay any tax or duty due in your own country that we are not required to collect. To the extent the mandatory law of your country allows, only the courts of Barcelona have jurisdiction, and each claim is brought individually, not as part of a class or collective action.

Consumers in the United States. For a display, the guarantee of section 12 is a limited warranty: for three years from delivery, we repair the display free of charge, or replace it where repair is impossible, when you write to us at info@load-gallery.com; it does not cover what section 12 excludes. Implied warranties last no longer than this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. A sale signed on our stand at an art fair is final.

21. Changes and versions

We may change these Terms for future sales. The version you accepted when you ordered, shown with its date and number on your confirmation and in your account (once it is available on this site), is the one that governs your purchase. If any clause is held invalid, the rest stands. A special condition agreed for your purchase, such as a price, a date or an installation, counts only if it is written on your summary, your purchase order or an email from us. You may not transfer your order to another person without our written consent. If we do not use a right at once, we keep it.

Annex: model withdrawal form

The model form (Anexo B of the TRLGDCU) is on the Withdrawal page and in your order confirmation.