

General Terms and Conditions (GTC) of

Kunst Transit Berlin
Michael Drechsler
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Germany
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E-Mail: mail@kunst-transit-berlin.de

Tax number: 14/266/60712
Competent Tax Authority: Berlin Friedrichshain-Kreuzberg

1. General

a) The present GTC of Kunst Transit Berlin, whose owner is Michael Drechsler, (hereinafter referred to as KTB) shall apply to all Agreements entered into with KTB through the Website www.kunst-transit-berlin.de, through telephone, e-mail or fax. KTB offers objects of art and other products for purchase to customers.

The management of any transaction, handover and delivery is executed exclusively under the GTC applicable from time to time upon stipulation of the agreement. No divergent terms and conditions shall apply, except for those cases where KTB has given its explicit consent in writing.

b) "Customers" under these GTC shall be considered both Consumers and Entrepreneurs. Any natural person that places an order not for any commercial, professional or independent activity shall be considered a Consumer. Entrepreneurs, on the other hand, are natural persons or legal entities or partnerships with legal capacity that enter into an agreement for commercial, independent or professional purposes.

c) Following an arrangement with KTB, the Customers shall be given the opportunity to view and / or collect the offered articles themselves. In that case, a separate written KTB Purchase Agreement shall apply instead of these GTC; such Agreement can be entered into on the KTB premises.

2. Conclusion of contract

a) Offers made on KTB's online presence are non-binding. They do not constitute a legally binding offer, but an invitation to submit a bid (invitatio ad offerendum).

b) The Customer may enquire, in a non-binding way, the price and any other (available) information on a work of art or any other products of Kunst Transit Berlin via e-mail or fax and may request an offer (non-binding request).

c) KTB shall submit an offer for the conclusion of a Purchase agreement to the Customer upon request, containing the price, the quality, the dispatching cost, delivery conditions and all other details of the ordered work of art / product in text format (e.g. e-mail). KTB shall be bound by this offer for 7 days.

d) The Customer shall order the product by the timely, affirmative and fully comprehensive acceptance of the submitted offer (order). The order will be placed in writing (e.g. via e-mail). Upon acceptance, an agreement on purchase is concluded.

e) Regarding the communication through e-mail, the Customer shall ensure that the e-mail account provided by them is correct, and that the acceptance of e-mails is technically ensured and, in particular, is not blocked by any SPAM filters.

3. Consumers right to cancel – Terms of revocation

Right of revocation

You have the right to withdraw from this agreement within fourteen days without stating a reason. The period of revocation is fourteen days from the date on which the goods were accepted by you or by a third person appointed by you, who is not the carrier.

In order to exercise your right of revocation, you must notify me:

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Kunst Transit Berlin (KTB)
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D - 10963 Berlin
Fax: 0049-30-2511350
mail@kunst-transit-berlin.com

accordingly in an unequivocal statement (e.g. letter sent by post, telefax or e-mail) of your decision to withdraw from the agreement. You may use the attached sample revocation form for this purpose, however this is not mandatory. Sending notification of your intention to exercise your right of revocation prior to expiry of the period of revocation shall be sufficient to comply with the period of revocation.

Consequences of revocation

If you withdraw from this agreement, i shall refund all payments that we have received from you, including delivery costs (with the exception of additional costs that arise if you have selected a form of delivery other than the cheapest form of standard delivery offered by me) without undue delay and within fourteen days at the latest from the date on which i received the notice of revocation. For this refund i use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund.

I may refuse the refund until the goods have been returned to me or until such time as you have provided evidence that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to me without undue delay and, at all events, within fourteen days at the latest from the date on which you notified us of your withdrawal from the agreement. The deadline shall be deemed to have been complied with if the goods are dispatched prior to expiry of the deadline.

The immediate costs of returning the goods shall be borne by you.

You shall only be required to compensate any loss of value if said loss of value can be attributed to any unnecessary handling of the goods for the purpose of testing the condition, properties and functionality of said goods.

Exclusion of the right of revocation.

There is no right of revocation for agreements on the delivery of goods that are not prefabricated and for the manufacture of which the consumer has made an individual selection or stipulation, or that have been clearly tailored to meet the personal requirements of the consumer.

Download: KTB revocation form (see: „Purchase“)

4. Prices

a) All prices are indicated in euros and are end prices. The droit de suite royalty is already included in the Purchase price pursuant to § 26 UrhG [German Copyright Act] (starting from a value of 400.00 €). The price shall not include any MwSt [VAT]; the Seller is exempt from MwSt under §19 UStG [German Turnover Tax Law].

b) In the case of sale by dispatch, the price shall be due plus forwarding cost. The dispatching method shall be determined by KTB. The amount of the dispatching cost shall be indicated in detail within the respective offer.

5. Payment and delivery

a) KTB offers the Customer the advance payment method. In addition, KTB offers entrepreneurs payment against invoice. Any cost and expenses caused by remittances or any other bank transfers shall be borne by the Customer.

b) For all orders, KTB reserves the right to refrain from offering certain payment methods, and/or to refer to other payment methods.

c) If payment is carried out through advance payment, the Customer shall engage to pay the purchase price plus the respective dispatching price within 7 days from the conclusion of contract. If payment is carried out against invoice, the entrepreneur shall engage to pay the invoice price within 10 days from the acceptance of the product, except for cases where other provisions have been agreed in writing.

d) Delivery costs shall be charged for the shipping of the art objects. The delivery costs may vary according to the weight of the article and the country of the recipient. Such charges will be indicated in the offer by KTB. Should any taxes, tariffs or charges be levied in the case of shipment to non-EU countries, they shall be borne by the Customer. Similarly, the Customer shall bear any other cost for a transport insurance not contained in the delivery costs. KTB is willing to advise the Customer on matters regarding delivery and transport insurance.

e) The delivery period will be indicated together with the respective offer by KTB.

6. Warranty

a) The legal warranty rights shall apply. Any claims for damage to the used object of art shall expire one year after delivery and/or dispatch of the object of sale.

b) KTB shall always undertake efforts to represent any object of art in colour and structure and as close to reality as possible. However, in doing so there might arise minor deviations of the object delivered and/or dispatched from its representations on the website or in any brochure / any catalogue of KTB Seller. Any such deviation shall not constitute a defect.

c) After the dispatch and/or delivery of the objects of sale, the Customer that is themselves an entrepreneur according to § 14 BGB [German Code of Civil Law] shall have the duty to inspect the objects without delay for any damage suffered during the transport and to notify the carrier and KTB of any such damage in writing without delay; any later complaint about any concealed damage shall be excluded. As Consumer, the Customer shall examine the goods for completeness, apparent defects and transport damage after delivery without delay and notify KTB and the carrier of the same as soon as possible.

d) Except for cases of justified notice of defect, return consignment shall be made at the Customer's expense and risk.

7. Responsibility

a) The object of sale shall be sold as described and inspected. The characteristics are defined in the offer by KTB. KTB shall not assume any warranty for the qualities of the object of sale; in particular, no warranty is implied in the description on the website and/or the brochures of KTB, which have been worked out to the best of their knowledge and belief. Concerning defects as to quality – to which lack of authenticity of a Work of art may belong – KTB's responsibility shall be limited as understandable.

b) Any claims by the Customer for damages shall be excluded, with exception being made for claims for damages from violation of life, body, health, or from violation of substantial contractual obligations. Similarly, exceptions shall be made for responsibility for other damages that arise from any wilful or grossly negligent violation of duty by KTB and/or their legal representatives and/or vicarious agents. Those contractual duties are to be considered substantial whose fulfilment is required to achieve the purpose of the Agreement.

c) If any violation of substantial contractual duties occurs, KTB's responsibility shall be limited to any damage typical and such as might be expected for the contract, if such damage has been caused by negligence. An exception from this rule shall be made if the Customer's claims for damages arise from any violation of life, body or health.

8. Reservation of title

The objects shall remain the KTB's property until final payment is made.

9. Final provisions

a) The Agreement is subject to German law. Any application of the UN Sales law (CISG) shall be ruled out. In the case of Consumers, such choice of law shall apply only to the extent that in doing so the protection ensured by coercive legal provisions of the state in which the Consumer habitually resides

is not withdrawn.

b) Any changes to the Agreement need to be laid down in writing. No oral ancillary agreements have been stipulated. Should individual or several provisions of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected. Invalid clauses shall be replaced by the applicable legal provisions.

c) In relations with any entrepreneur in the sense of § 14 BGB [German Code of Civil Law] or with any legal entity under public law, the place of jurisdiction shall be the KTB's registered seat (Berlin).

Status: 04 August 2014