

1. Scope of Application These General Terms and Conditions are binding for all business transactions of the Gallery. No adverse terms and conditions of purchase shall apply. The Buyer confirms that he has taken notice of these General Terms and Conditions.

2. Purchase Prices Purchase prices are quoted in EUR/USD or GBP. The Gallery shall pay a fee for works of art of the 20th and 21st century to provide compensation pursuant to the legal droit de suite (Section 26 of the German Copyright Act [Urheberrechtsgesetz]) and contributions to the Social Security Insurance for Artists (Künstlersozialversicherung) which are also included in the purchase price.

3. Reimbursement of Turnover Tax (3.1) Non-EU member States: In accordance with the statutory provisions, export deliveries to states outside the EU internal market are exempt from turnover tax. If the Buyer takes the object purchased abroad himself, the gallery is entitled to ask for a security in the amount of the turnover tax which is reimbursed to him as soon as he presents a proof of export or proof of purchase to the Gallery. This proof is mandatory.

(3.2) EU Internal Market: In the event the Buyer is an entrepreneur within the meaning of turnover tax law entitled to use his turnover tax identification number issued to him by his state of residence in the European Union, delivery of the object remains exempt from turnover tax if the delivery is subject to turnover tax in the Buyer's state. The Buyer could be asked, however, to provide security in the amount of the turnover tax which is reimbursed to him as soon as the Gallery is correctly informed of his turnover tax identification number. If the turnover tax identification number turns out to be false, the Gallery shall be entitled to rescind the purchase contract.

4. Terms of Payment and Cancellation The purchase price shall be due without any deductions upon presentation of the invoice. In case of non-cash payment (cheque, bank transfer, etc.) the Buyer shall bear the fees for cheque clearance etc. We reserve the right to charge a cancellation fee of 10% on the purchase price if the deal is cancelled after the payment period of regularly 14 days.

5. Transfer of Possession and Reservation of Title (5.1) The Buyer may only claim handover of the object purchased if the purchase price has been paid in full.

(5.2) Ownership of the object purchased shall only be transferred under the condition precedent that the purchase price is paid in full. The Gallery shall have the right to rescind the contract if the Buyer is in default on payment of the purchase price. If the object purchased has already been handed over to the Buyer prior to full payment of the purchase price contrary to the provision as set out in section 5.1, the Buyer is under the obligation to handle the object purchased with the utmost care until the title has passed. In addition, the Buyer shall ensure that the object is not damaged or lost.

6. Set-Off and Retention The Buyer shall only be entitled to set off counter-claims which are undisputed or non-appealable. The Buyer's right of retention is excluded if it does not arise from the same contractual relationship.

7. Default (7.1) Debtor's Default: In the event the Buyer is in default on payment of the entire purchase price or on payment of an instalment, the Gallery shall be entitled and under obligation upon request of the artist to inform the latter of the name and address of the Buyer. In the event the Buyer is in default on payment of the purchase price, the annual interest rate for late payment is six percentage points above the base interest rate if the Buyer has made the purchase within the context of his commercial business or free-lance professional work. The Gallery may assert claims for any further damage. In case of default, the Gallery shall be entitled to call for immediate repayment of all instalments still due.

(7.2) Default of Acceptance: The Buyer is in default if he does not collect the object purchased within the contractually specified deadline or within 30 days after the Gallery has made an offer of performance. In the event of default, the Gallery is entitled to insure and store the object purchased at the Buyer's risk and expense (Section 304 of the German Civil Code [Bürgerliches Gesetzbuch]).

(7.3) Period of Grace: In the event the Buyer defaults in his capacity as debtor or the Buyer is in default of acceptance, the Gallery shall have the right to rescind the purchase contract if it has previously set an adequate period of grace. In this case the Gallery may also calculate its claim for damages in addition to its statutory rights, i.e. the Buyer must pay the deficiency in proceeds if the same art work is sold to another buyer at a lower price. The Buyer is not entitled to any surplus proceeds.

8. Shipment and Storage of the Object Purchased The object purchased is shipped only after the Gallery has received a written instruction from the Buyer. The risk of damage or loss of the object purchased during shipment shall be borne by the Buyer. If the value of the object purchased is above € 150, the Gallery shall insure the shipment at the Buyer's expense. The Gallery may, at its own discretion, determine the type and means of shipment and is not under obligation to choose the fastest or most inexpensive shipping option. After 30 days, the gallery reserve the right to place works in the art storage facilities of D'ART HANDLING Spedition GmbH who will charge a fee of at least €75 per month. The Buyer will be charged directly the amount of such storage and appropriate insurance, and other reasonable costs associated with storage of the works (sales exempt from turnover tax).

9. Returns The return of any object to the Gallery shall occur at the sender's expense and risk. If returning the object purchased for the purpose of subsequent performance, the Gallery shall bear the costs of return (Section 439 subsection 2 of the German Civil Code [Bürgerliches Gesetzbuch]) except where the purchase of a not newly produced work is concerned and the customer intends to use the object purchased within the context of his commercial business or free-lance work. Unjustified returns are not accepted. Subsequent returns of such objects sent shall occur at the original sender's expense and risk.

10. Liability (10.1) Description of Art Work: Descriptions of the object in catalogues, brochures, etc. do not include a guarantee for the quality and characteristic features of the object purchased. If the customer intends to use the object purchased within the

context of his commercial business or free-lance work and the object purchased is not a newly produced work of art, the Gallery shall not be liable for completeness and accuracy of the description of the art work in catalogues, brochures, etc. unless the Gallery ought to have been aware of the inaccuracy or incompleteness.

(10.2) Commission Business: If the Gallery sells the object on commission, any warranty for defects shall be excluded if the customer intends to use the object purchased within the context of his commercial business or free-lance work and if the object purchased is not a newly produced work of art. This shall also apply to forged objects unless the Gallery ought to have been aware of the forgery of this art work. Before purchasing, the Buyer has the opportunity to inspect the contractually guaranteed state and authenticity of the object himself or by an expert, if need be. Should a case of warranty occur for which the Gallery is not liable pursuant to the above provisions, the Gallery assigns to the Buyer its possibly existing claims against the principal. In this case, however, the Gallery shall also have the option to take back the object purchased and to refund the purchase price.

(10.3) Liability: The Gallery shall be fully liable for any damage or loss resulting from any intentional or grossly negligent breach on the part of the Gallery, its legal representatives or other agents employed in the performance of its obligations (Erfüllungsgehilfen). In addition, the Gallery shall be fully liable for injury to life, limb or health due to the negligent or intentional breach of any obligation of the Gallery, its legal representatives or its agents employed in the performance of the obligations irrespective of the degree of fault. The Gallery shall only be liable for damages resulting from any slightly negligent breach by the Gallery, its legal representatives or its agents employed in the performance of the obligations if the Gallery, its bodies or agents employed in the performance of the obligations neglect any obligation material to the contract. In this case, the Gallery's liability shall be limited to such damage or loss the type and scope of which were foreseeable upon conclusion of the contract. In all other regards, any liability of the Gallery shall be excluded.

(10.4) Warranty: In the event the delivered object is defective, the Buyer may only claim damages due to defectiveness of the object after two unsuccessful attempts of remedying the defect and in accordance with the limitation of liability specified in section 10.3 of these General Terms and Conditions. If the customer intends to use the object purchased within the context of his commercial business or free-lance work, he shall first demand subsequent performance. Only after two unsuccessful attempts of subsequent performance, the customer may rescind the contract or reduce the purchase price and claim damages according to the limitation of liability as specified in section 10.3 of these General Terms and Conditions.

(10.5) Period of Limitation: Any damage claims made for any defect of the work of art shall become time-barred at the latest one year after the beginning of the statutory period of limitation, unless the claims arise from an intentional breach of obligations on the part of the Gallery. In the event the Buyer intends to use the object purchased within the context of his commercial business or free-lance work, the claims for any defects of the delivered object that do not arise from the Gallery's intentional breach of obligations shall become time-barred six months after the beginning of the statutory period of limitation if the object is not a newly produced art work.

Other claims arising from defects of the delivered object not arising from the Gallery's intentional breach of obligations shall become time-barred within one year after the beginning of the statutory period of limitation if the object is not a newly produced art work. If the Buyer intends to use the object purchased within the context of his commercial business or free-lance work, such claims shall become time-barred – unless arising from the Gallery's intentional breach of obligations – within six months after the beginning of the statutory period of limitation if the object is not a newly produced art work, and within one year after the beginning of the statutory period of limitation if the object is a newly produced art work.

11. Applicable Law The laws of the Federal Republic of Germany shall apply for any disputes arising from the contractual relationship between the Gallery and the Buyer. The United Nations Convention on Contracts for the International Sale of Goods (EKG, EAG) is excluded.

12. Final Provisions (12.1) The German version of these General Terms and Conditions shall be authoritative when interpreting said Terms and Conditions. (12.2) Place of performance and jurisdiction for merchants, legal entities under public law or special assets under public-law shall be the registered seat of the Gallery. The same shall apply if the customer has no general place of jurisdiction within the country.

The invalidity of any provision of these General Terms and Conditions shall not affect the validity of any other provision in these terms and conditions.