

## **Terms and Conditions (GTC)**

### **Terms and Conditions for Buyers**

Contract terms for clients

### **Terms and Conditions for Buyers**

Stand: 11.10.2010

The company PGPARTIST COPYRIGHT GbR, represented by Joshua P. Werner MD and Peter Anton Andreas Werner (the "Seller"), provides, inter alia, through various online auction sites consumers and businesses to purchase products.

**To the extent contracts are the present terms and conditions.**

#### **§ 1 General provisions and scope**

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### **§ 1 General provisions and scope**

The terms and conditions apply to all business between the buyer and the seller. They also apply to all future business, even if not expressly agreed again. Relevant is valid at the time the contract was valid version.

Buyer in terms of the present Conditions are both consumers and entrepreneurs. Consumers according to the terms of any natural person, entered the business relationship and is acting for purposes which are neither commercial nor their independent vocational activity may be attributed. Contractor within the meaning of terms is any natural or legal person or unincorporated company, entered the business relationship and acts in pursuit of commercial or self-employment.

Of the present terms & conditions these conflicting or supplementary terms and conditions - even when known - is not part of the contract, except where their application is approved in writing.

### **§ 2 Contract**

All offers are subject to change. Stated delivery times are not binding.

If an item is set by the seller as part of a so-called online auction, the activation of the PGPARTIST COPYRIGHT GbR and auction platform supply side of the binding offer to conclude a sales contract. This is for the buyer, during the term of the auction the highest bid and meets any additional conditions set out in the offer. The offer may be accepted during the individually determined duration of the online auction.

The buyer accepts the offer by placing a bid. The bid will lapse if a third party releases during the term of the online auction a higher bid. Relevant for the measurement of the duration of the online auction is the official offer period. With the end of each term of an online auction or in the event of early termination, this is between the seller and the buyer submitted the highest bid the contract.

If an item in a so-called online auction set and also provided with the "Buy Now" feature, the contract between the seller and the buyer regardless of the expiration of the term and without conducting an online auction being held to that in option of certain fixed price if the buyer exercises the option. The option of the contract at a fixed price may be exercised as long as no bid has been received to the article.

If an item is set exclusively with a fixed price format, is the enabling of the supply side of the binding offer to conclude a purchase contract for the stated price. The contract between the seller and the buyer comes when the buyer meets the conditions contained in the offer, the "Buy Now" clicks and confirms the operation with his password.

The seller does not supply risk. The conclusion of a purchase agreement is subject, in the case of incorrect or improper delivery by suppliers, not performance or only partially. This only applies to the case that the non-delivery is not represented by the seller - especially when a congruent hedging transaction with suppliers. In the case of non-availability or only partially available, the buyer will be informed without delay, the payment will be immediately refunded to the buyer.

### **§ 3 Compensation, supply and delivery**

The respective prices are all gross amounts - ie they include all price components - including all taxes, including VAT.

All prices are - unless otherwise expressly agreed in writing - no packaging, freight, postage and insurance. When sending goods - with the exception of books - both domestically and abroad, therefore, be subject to additional shipping and handling costs. These costs of shipping, the amount will depend on the actual proposal in connection with the statements made and are reported separately, has to take account of the buyer from the location of the seller. If the buyer requires an explicit (transport) insurance provided or if such a result of the further terms and conditions shall entitle the seller to provide the incurred additional costs to the buyer separately.

The nature of the shipment shall, if no express agreement was made with the buyer, the seller's option.

For entrepreneurs, the risk of accidental loss and accidental deterioration of the sold goods with the delivery to himself or herself or an authorized person, the dispatch of purchase - even with delivery free of charge - with the delivery of goods to a suitable transport person. For consumers, the risk of accidental loss and accidental deterioration of the thing sold is always on with the delivery of the goods to the consumer. The handover is the same, if the buyer is in default of

acceptance.

If the dispatch request or fault of the purchaser by more than two weeks after notification of the dispatch was the seller, the seller is a flat rate charge for each month storage fee of 5% (five percent) of the price of the goods delivered. The buyer is entitled to prove that the seller does not damage or significantly less damage was sustained, the seller is entitled to prove that higher damage has occurred. Further rights of the seller are not affected.

#### **§ 4 Payment terms and consequences of default**

The buyer has to pay via payment in advance, the seller reserves the right to exclude certain types of payment. Are largely within the particulars of the supply side.

The buyer agrees to all amounts within 10 days (ten days) to come about to pay the purchase agreement without deduction, whichever is the receipt of the money to the seller. After unsuccessful expiry of the period the buyer without any further explanation of the seller in default. A consumer has on defaulted debt at the rate of 5 (five) percentage points above the Base interest rate. An entrepreneur has to pay interest on defaulted debt at the rate of 8 (eight) percentage points above the prime rate, the seller reserves the right to prove a higher interest rate and claim.

The buyer has a right to compensation only if his counterclaims have been legally established or recognized by the seller. The buyer can only exercise if his claim is based on the same contract.

#### **§ 5 Retention of title**

For consumers, the seller retains ownership of goods sold (conditional goods) until full payment of the purchase price, in case of companies until full settlement of all claims arising from the ongoing business relationship. The buyer is obliged to handle the goods with care during the retention of title.

The buyer is required during the reservation of ownership, the seller of third party access to the goods - eg in the case of a seizure - as well as any damage to or destruction of the goods without delay and provide all information and documents available, which are to safeguard the rights of the seller is required. Enforcement officials or third parties must have the property of the seller. A change in ownership of the goods and their own change of residence must notify the buyer immediately.

In contradiction of contract - especially in case of default or in breach of a duty under subsection 2 (two) and three (3) of this provision - the seller is entitled to rescind the contract and reclaim the title product.

#### **§ 6 Withdrawal and follow-**

Consumers means in respect of goods purchased a right in accordance with the following instruction:

## 1. Withdrawal

The consumer may cancel the contract within 14 days (two weeks) without giving reasons in writing (letter, fax or e-mail) or by returning the goods. The period begins with the date on which the instruction has been communicated in writing, but not before the date of receipt of goods. The revocation period is sufficient to send the revocation or thing. The revocation must be sent to:

### **COPYRIGHT PGPARTIST GbR**

Casimir Katz-Strasse 28 d  
D-76593 Gernsbach / Europe

phone +49 (0) 7224 623 651  
mobile +49 (0) 170 4178833

e-mail: [pgpartist@web.de](mailto:pgpartist@web.de)

Joshua P. Werner MD  
Peter A. A. Werner

Tax number: 39432/20050

## 2. Exclusion

The right of withdrawal according to § 312 BGB d para 4 does not apply to contracts for supply of goods are made according to customer specifications or clearly tailored to personal needs or which are by their nature not suitable for return, or when the package has been unsealed by the consumer, such as audio, video recordings, software whose protection film was removed, especially in (books) and printed products.

## 3. Consequences

In the event of a cancellation the mutually received benefits to be returned and possibly towed uses (eg interest). If the consumer the benefits received in whole or in part or in poor condition, he must pay the seller compensation where appropriate value.

With the release of things this does not apply if the impairment is solely on their examination - as it would in a retail store - or is due. Moreover, the consumer can avoid the compensation obligation by the goods like an owner and avoid anything which could impair their value.

Transportable items are to be returned, not parcel post will be collected from consumers. During a return from a goods delivery whose orders totaling up to 40,00 € (forty) is that the consumer has to bear the cost of return if the delivered goods ordered. Otherwise, the return for the consumer is charged.

## § 7 Warranty and guarantee conditions

The warranty and guarantee conditions are governed by the following provisions:

### 1. Subsequent performance

Consumers have a choice in books, whether the remedy should be by replacement. The seller is entitled to refuse the remedy selected if it is only possible with disproportional costs and the other kind of performance without significant disadvantages for the consumer. For traders, the seller for defective goods shall initially by the option of warranty replacement. The buyer is not entitled to remedy the present lack of a direct charge or have it removed by a third party (self-performance), assuming it incurred costs are not refunded to the buyer by the seller. In art references are not entitled to a replacement if it is a commodity to species (unique or limited, signed print products).

## **2. Other warranty claims**

If the remedy is unsuccessful, the buyer can always reduce his discretion according to law the remuneration (reduction), cancel the contract (withdrawal), compensation or reimbursement of wasted expenditure. If the buyer for damages, the limitation of liability under § 8 of these Terms and Conditions.

## **3. Lack of display and Beweislasttragung**

Entrepreneurs have obvious defects within a period of 2 (two) weeks from receipt of the goods in writing under the above-listed contact details, otherwise the assertion of the warranty claim. It is sufficient to meet the deadline to send the light indicator. The company bears the burden of proof for all claims, in particular for the defect itself, for the time of discovery of the defect and the timeliness of the complaint.

## **4. Transport damage**

In the case of transport damages the buyer agrees to this without delay to the seller and those assisting them in asserting claims against the respective transport operators and marine insurance best efforts. The buyer must keep the packaging in particular.

## **5. Warranty**

The mere presentation of the goods is to be regarded as a pure performance specification, not as a guarantee for the quality of the goods.

## **§ 8 Liability**

According to legal provisions, the seller is fully liable for damages resulting from loss of life, limb and health caused by an intentional or negligent breach of duty by him, his legal representatives or its agents, servants, and for other damages that deliberate on one or gross negligence, bad faith and are based on him, his legal representatives or agents. In addition, the seller is fully liable for damages from the statutory liability pursuant to mandatory rules, such as the Product Liability Act.

For damages caused by negligence, the seller is liable if the negligence concerns

the infringement of contractual obligations, that is for the attainment of the purpose of special importance (cardinal obligations), whereby the liability is limited to the predictable, typical, direct average damage.

In the case of slightly negligent violations of minor contractual obligations, the seller is liable to entrepreneurs not, to consumers, liability in such cases to the predictable, contract typical, direct average damage.

A further liability is excluded regardless of the legal nature of the claim, as shall, inter alia, for criminally relevant claims.

If the liability is excluded or limited, this also applies to the personal liability of employees, workers, employees, honorary staff and agents.

## **§ 9 Final Provisions**

The laws of the Federal Republic of Germany. For consumers who complete the contract for professional or commercial purposes, this choice of law only insofar as the protection provided by mandatory provisions of the laws of the State in which the consumer has his habitual residence, is withdrawn .. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Performance for all contractual and statutory rights is, if not otherwise specified or statutory provisions to preclude the business of the seller.

If the buyer is a merchant, legal entity under public law or public - sector fund, exclusive jurisdiction for any disputes arising from this contract is the business of the seller. The same applies if the buyer has no general jurisdiction in Germany or his domicile or habitual residence at the time of action are not known. Alternatively, the seller is also entitled to appeal to the court in another jurisdiction.

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The use or further processing of the images from our catalogs, brochures, media or from the prints themselves, is prohibited. Counterfeiting, piracy or plagiarism will be prosecuted. Everyone who deals in such goods is liable to prosecution. So make sure that you purchase authentic merchandise.

If any provision of the contract with the purchaser, including these terms in whole or in part, be or become invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision whose economic result comes closest to the ineffective.

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Casimir Katz-Strasse 28 d  
D-76593 Gernsbach / Europe

phone +49 (0) 7224 623 651  
mobile +49 (0) 170 4178833

e-mail: pgpartist@web.de

Joshua P. Werner MD  
Peter A. A. Werner

Tax number: 39432/20050

## **Contract terms for clients**

Stand: 11.10.2010

The company PGPARTIST COPYRIGHT GbR, represented by Joshua P. Werner MD, and Peter Werner AA, has been working as a commission - it offers clients in particular, to sell items for them on their own behalf or on behalf of the client on online auction sites.

### **§ 1 Scope**

### **§ 2 Commission Rules**

### **§ 3 Duties of the commission agent**

### **§ 4 Duties of the principal**

### **§ 5 Commission and reimbursement of expenses**

### **§ 6 Bad debts**

### **§ 7 Sovereignty clause**

### **§ 8 Limitation of Liability and Exemptions**

### **§ 9 Final Provisions**

### **§ 1 Scope**

The terms and conditions apply to the entire business relationship between the client and PGPARTIST COPYRIGHT GbR. They also apply to all future business, even if they are not expressly agreed. Relevant is valid at the time the contract was valid version.

Of the present terms & conditions these conflicting or supplementary terms and conditions - even when known - is not part of the contract, except where their application is approved in writing.

All agreements are between the client and PGPARTIST COPYRIGHT GbR taken in connection with the Commission's contracts are written down in the Agreement and the Commission contracts. All changes and additions to these Terms or the other contract provisions need to be in written form. This also applies for the waiver in writing.

### **§ 2 Commission Rules**

The client PGPARTIST commissioned COPYRIGHT GbR for sale on commission of the Commission's material (articles on the Internet or in any other way - . On a global scale in all countries, unless otherwise agreed, the Parties may exercise such other articles as well as the agreement of additional conditions , under a contract concluded also agree not subsequently subject to the written form.

COPYRIGHT PGPARTIST GbR receives the articles are not the property. The articles PGPARTIST COPYRIGHT GbR is replaced by the client remain so until its transfer of ownership to the buyer in the property of the client.

The client says the contract is signed, age and fully competent to be.

Also guarantees the customer that the items are its absolute property or is otherwise authorized to dispose of the articles. The client guarantees the accuracy or completeness of any information provided. He explains all truthfully in making a purchasing decision essential properties and characteristics as well as errors that could reduce reduce the value of the article or to indicate when concluding the contract.

COPYRIGHT PGPARTIST GbR does when delivering the item by the customer the storage of this up to the date of delivery to the buyer or picked up again by the client. The submitted items will be stored separately from other goods on commission, and as indicated. Provision of § 4 (5) four (five) of these Terms shall remain unaffected.

COPYRIGHT PGPARTIST GbR is the accepted items for sale on commission adequately insured against fire, theft, acts of God, terrorism and damage by third parties.

The customer is always right to the items that are owned by PGPARTIST COPYRIGHT GbR, visit to the regular opening times of PGPARTIST COPYRIGHT GbR or be instructed to be inspected by third parties.

### **§ 3 Duties of the commission agent**

COPYRIGHT PGPARTIST GbR is committed to selling the item on the Internet or in such other manner. COPYRIGHT PGPARTIST GbR will offer the item only on the agreed sales channels for sale, shall not affect the right of PGPARTIST COPYRIGHT GbR to sell the item to buyers who contact him directly (Passive marketing).

is PGPARTIST COPYRIGHT GbR, unless otherwise agreed in writing that sell the item in question in its own name of the principal, COPYRIGHT GbR PGPARTIST the contract to supply products exclusively in advance to the respective buyers.

PGPARTIST COPYRIGHT GbR is the note by the client in the contract specified sales formats and fixed prices or minimum prices, PGPARTIST COPYRIGHT GbR is not entitled, without departing written consent of the client from these sales formats to undercut the prices and / or bonuses, discounts or other discounts to . grant Is not specified, to sell on sale which formats and which fixed or minimum prices, Articles, PGPARTIST COPYRIGHT GbR is free to decide - that is, COPYRIGHT PGPARTIST GbR is also authorized to offer the article in an online auction with a minimum starting price starting price and intended to sell.

Answering inquiries from third parties, correspondence with buyers, and the purchase will be fully implemented by PGPARTIST COPYRIGHT GbR, unless otherwise agreed. The client supports PGPARTIST COPYRIGHT GbR it best efforts - such as when specific demands of the nature, source, manufacture, etc. of the

article.

Even with the contract shall PGPARTIST COPYRIGHT GbR from the customer for all claims in the amount of the invoice, which arise from the execution PGPARTIST COPYRIGHT GbR transactions against a third party, the customer accepts the assignment. After the assignment PGPARTIST COPYRIGHT GbR is in the ordinary course of business to collect outstanding payments. The principal may revoke the authorization to collect any time.

COPYRIGHT PGPARTIST GbR is obliged to inform the Client upon request, about the conclusion of an exemplary transaction, including the principal address, and any deviation shipping address.

COPYRIGHT PGPARTIST GbR is obliged to pass any third party access to the articles, such as in the case of a seizure of any damage or destruction thereof without delay. Also undertakes PGPARTIST COPYRIGHT GbR the client in the case of access of third parties at all appropriate measures for the release of that article to support their own expense.

#### **§ 4 Duties of the principal**

Accordingly, it must be possible within the framework of so-called online auctions offer items auctioned by the client.

In application of sales law is one of the principal to PGPARTIST COPYRIGHT GbR for all material and legal defects with the proviso that the limitation period only begins with the delivery of the item to the buyer.

If PGPARTIST COPYRIGHT GbR the articles are not handed over for safekeeping and it comes after the contract changes to it (eg damage, destruction or damage, they are lost or otherwise not available at the client), the client this to PGPARTIST COPYRIGHT GbR without undue delay in writing.

If delivery of the items not covered by COPYRIGHT PGPARTIST GbR, the client undertakes, PGPARTIST COPYRIGHT GbR immediately informed of the delivery to the buyer or the. The necessary documents for the settlement of the execution transaction the client PGPARTIST COPYRIGHT GbR provides for delivery of the article available.

Have items if they are not to be sold on online auction sites / auctioned, sold successfully, it is for the client, PGPARTIST COPYRIGHT GbR to instruct it to each new setting of this. Has he COPYRIGHT GbR PGPARTIST within 14 (fourteen) days after receiving notification of the failure to sell to him to, it must encourage the customer to pick up the item in question within 3 (three) working days at your own expense PGPARTIST COPYRIGHT GbR. the collection on request or fault of the customer is delayed, PGPARTIST COPYRIGHT GbR the contract products stored at the expense and risk of the contractor, other rights remain unaffected.

#### **§ 5 Commission and reimbursement of expenses**

COPYRIGHT PGPARTIST GbR replaced by the client in the commission contract in writing the agreed commission, consisting of a base fee per item and a performance-based commission of sale price. Basis for the calculation of the

## PGPARTIST COPYRIGHT GbR

Amount to the Buyer per item (gross) sales price less any granted bonuses, discounts or other discounts. In the commission to include include the costs for the safekeeping of the items on PGPARTIST COPYRIGHT GbR within the meaning of § 2 (5) of these.

In addition, and irrespective of whether an exemplary business receives PGPARTIST COPYRIGHT GbR as incurred fees and commissions of the used e-commerce channels and other distribution channels, such as fees and commissions from online platforms, reimbursed by the client, in connection with the offering of the articles and their sales through e-commerce channels, as well as other distribution channels are incurred. which includes in addition to the listing fees and sales commissions are the fees for additional options if the customer has consented to its use.

Unless the articles on online auction sites to be offered and this will not be sold successfully, the client accepts PGPARTIST COPYRIGHT GbR a handling fee transfers in the Commission's contract agreed amount plus the § 5 (2) of these reimbursable costs.

PGPARTIST COPYRIGHT GbR will settle the respective execution transactions to the client and the purchase price, less the commission and the recoverable expenses as agreed to the client forward - this is usually done within 14 (fourteen) days after delivery of the article plus the Bank's terms.

### **§ 6 Bad debts**

To meet the liabilities of third parties with whom PGPARTIST COPYRIGHT GbR completing transactions on behalf of the client, is not a PGPARTIST COPYRIGHT GbR.

### **§ 7 Sovereignty clause**

COPYRIGHT PGPARTIST GbR is not authorized to accept Articles accepted themselves as buyers, which are intended to be sold on commission.

### **§ 8 Limitation of Liability and Exemptions**

If, over PGPARTIST COPYRIGHT GbR in connection with the sale of Article third party liability claims that its cause to the Articles themselves (zBua also injured protective and / or copyrights), is committed to the client, PGPARTIST COPYRIGHT GbR exempted from these requirements. The client is obliged to PGPARTIST COPYRIGHT GbR support in these cases its best efforts in defending the claims brought against him. The costs of legal defense of the advertiser.

According to legal provisions is liable PGPARTIST COPYRIGHT GbR limitation for damage resulting from injury to life, body or health caused by an intentional or negligent breach of duty by it, its legal representatives or agents, and for other damages that deliberate on a misconduct or gross negligence and malice by it, their legal representatives or agents. In addition PGPARTIST COPYRIGHT GbR is fully liable for damages covered by the liability to be legally responsible.

For damages caused by negligence, is liable PGPARTIST COPYRIGHT GbR, if the negligence concerns the infringement of contractual obligations, that is for the

attainment of the purpose of special importance (cardinal obligations), whereby the liability is limited to foreseeable, typical direct average damage.

In the case of slightly negligent violations of minor contractual obligations PGPARTIST COPYRIGHT GbR not to companies. For consumers, the liability is limited in these cases to the predictable, contract typical, direct average damage.

A further liability is excluded regardless of the legal nature of the claim, in particular for criminally relevant claims.

If the liability is excluded or limited, this also applies to the personal liability of employees, workers, employees, agents and honorary staff.

## **§ 9 Final Provisions**

The laws of the Federal Republic of Germany.

Performance for all contractual and statutory rights is the address of PGPARTIST COPYRIGHT GbR, unless otherwise provided by mandatory law or regulations.

If the client has no general jurisdiction in Germany or are not resident or habitual residence at the time the complaint known to the exclusive jurisdiction for all disputes arising under this contract the business of the selling agent. The selling agent is entitled to bring an action also optionally to an adjacent existing jurisdiction.

If any provision of the contract with the principal, including these terms in whole or in part, be or become invalid, the validity of the remaining provisions shall not be affected. The parties commit themselves to put up in such a case, a valid or enforceable provision will replace the invalid or unenforceable provision which meets the economic provisions of the contract as far as possible.

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Casimir Katz-Strasse 28 d  
D-76593 Gernsbach / Europe

phone +49 (0) 7224 623 651  
mobile +49 (0) 170 4178833

e-mail: [pgpartist@web.de](mailto:pgpartist@web.de)

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