

terms and conditions

Contractual terms for the purchaser

(This is a translation of the German terms and conditions)

Dated from: 20.10.2008

The company pgpartist[©], owned by Mr. Peter A.A. Werner (hereafter "seller" (among other things) products for sale to customers as well as to companies an business people through online-auctioneers. The following terms and conditions are valid for the contracts drawn up for this purpose.

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§ 1. General scope and conditions

The following terms and conditions are valid for all business transactions between the buyer and the seller. They are also valid for all future business transactions, even when not specifically stated. Applicable is the version of the contract that is valid when the contract is sealed.

In accordance with the terms and conditions laid down here, the purchasers are customers as well as registered companies and individual business people. In the terms and conditions, customer is used to mean every person who has entered into a business transaction of purposes that are not related to either commercial or independent business activity. The meaning of the terms companies or business people as used in these terms and conditions is every person or business partnership that has legally entered into a business transaction and has commercial and or independent business activity.

§ 2. Conclusion of contract

All offers are subject to confirmation. Any delivery dates given are not binding.

If an article is placed within the framework of an online auction onto the pgpartist[©] or online-auctioneers websites then this constitutes a binding offer for the completion of a purchase contract. This is applicable to the purchaser who offers the highest bid during the duration of the auction and if stated meets any additional conditions laid down in the offer. The

offer can be accepted during the individually determined duration of the online auction. The purchaser accepts the offer through placing a bid. The offer expires if a third person places a higher bid during the duration of an online auction. The decisive factor for determining the length of the auction is the official "duration" time. The contract is validated between the seller and the person who made the highest bid at the end of the official duration of the online auction or in case of a premature ending of the auction.

If the article is offered during an online auction with the "Buy it Now" option, the contract between purchaser and seller comes into force and applies to the specified price of the product in the "Buy it Now" option, if the purchaser chooses to take this option. The option of sealing the contract for the fixed price can be selected as long as there has still not been any bid on the article.

If an article is offered exclusively under the "Buy it Now" format, then placing an offer within these pages it constitutes a binding offer for the completion of the purchase contract and therefore the advertised price. The contract between the seller and the purchaser comes into force as soon as the purchaser meets the requirements of the offer, clicks on the button "Buy it Now" and confirms the transaction with their password.

The seller does not take responsibility for acquiring the product. The conclusion of the purchase contract takes place under the proviso that should the case occur whereby the deliverer of the goods does not deliver correctly to the seller, then a purchase does not have to be concluded or only needs to be partially concluded. This is only valid for the case that the purchaser is not responsible for the non-delivery especially for the conclusion of a congruent hedging transaction with suppliers. If an article or articles are not available or only partially available then the purchaser will be informed immediately the payment will be reimbursed.

§ 3. Payment, delivery and postage conditions

The given prices are all gross prices – this means that they contain all price components - including all taxes, in particular the sales tax.

All prices are valid – unless otherwise explicitly agreed upon – without packing, transportation charges and insurance. When sending goods – with the exception of books – in inland Germany as well as abroad additional delivery and postage costs are applicable. These postage costs, which are shown separately and whose amount is based on the specifications made with the offer, are to be covered by the purchaser from the seller's place of business, if the purchaser expressly demands (transport) insurance or if such is provided for within the conditions of the contract, then the seller is entitled to put the incurred additional costs into the invoice as a separate position.

The seller has the right to select which form of postage is suitable unless an explicit agreement is made with the purchaser.

With regards to businesses there is a danger that they could become insolvent or that the articles do not have an acceptable quality or he is no longer liable for the risk of loss or damages once he has handed over the sold article either to the customer himself or to an authorized delivery person. With mail-order purchases even if they are free of freight charges, the liability of the delivery of the goods is transferred to the suitable transport person. When the goods are handed over to the customer, the liability of loss or damages to the purchased articles is also transferred. This is also valid even if the purchaser does not take immediate delivery of the articles.

If the delivery is delayed more than two weeks at the request or due to the fault of the purchaser, then the seller can charge a lump sum for storage each month up to a sum totaling no more than 0,5 % of the price of the delivery article. The purchaser has the right to give evidence that the seller has not sustained any damages or a significantly smaller amount of damages. The seller also has the right to give evidence that greater damages have been sustained. All further rights shall remain unaffected.

§ 4. Conditions of payment and delay consequences

The purchaser has, under all circumstances to pay in advance. The seller reserves the right to exclude several forms of payment. The relevant information can be found on the English "checkout" page on the www.pgpartist-com.de

The purchaser is obliged to undertake payment, without deduction, at the latest 10 (ten) days after the purchase contract has been entered; the date, when the monies are receipted on the purchaser bank account is decisive. Accordingly if the payment deadline is exceeded then this will be seen as a default on payment. During the delay in payment, the customer must pay an interest on the debt amounting to 5 (five) percentage points above the base rate. A registered business has to pay an interest amounting to 8 (eight) percentage points above the base rate of the debt during the delay. The seller reserves the right, however, to insist that a higher interest is used due to the damage caused by the delay.

The purchaser has the right to counterclaim only when this has been legally recognized or has been recognized by the seller. The purchaser can only exercise a right of retention if his counter claim refers to the same contractual relationship.

§ 5. Retention of title

When conducting business with a customer the seller retains the right of title concerning the sold objects until the full payment of the purchase price. With registered businesses and business people, the seller retains the right of title of the sold objects until the complete settlement of all the demands of the current business relationship. The purchaser is obligated to handle the goods with care during the retention of title period.

During the retention of title period, the purchaser is obliged to permit the seller third party access to the goods – for example in the of levy of execution as well as to immediately inform of possible damages to or the destruction of the goods and to put at the seller's disposal all information and documents that are necessary for ensuring the rights of the seller. Bailiffs or third parties should be informed that the goods still belong to the seller. The seller must be informed immediately with regards to a change of ownership as well as a change of domicile.

If the purchaser's conduct is contrary to the contract – especially in terms of late payment or in the case of a violation of a term in Paragraph 2 and 3 of this clause – the seller is within his rights to break the contract and to demand the retention of title.

§ 6. Right of retraction and its consequences

The customer is entitled to a right of withdrawal in relation to the purchased goods according to the following conditions.

1. Retraction rights

The customer can retract his declaration of contract, without naming a reason, within 14 (fourteen) days in written form (for example a letter, fax, or an email) or by returning the article. The period begins at the earliest when the instructions have been communicated in written form, but however not the day before the delivered article arrives. Sending the retraction or returning the article punctually is enough to safeguard the right of retraction. The retraction should be sent to:

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Peter A.A. Werner CEO
Casimir-Katz-Str. 28 d
D-76593 Gernsbach
Germany

2. Exclusion

The right to cancel is accordingly not for Paragraph 312 d clause 4 BGB (i.e. German Civil Code) contracts on the delivery of goods – which given their nature are not suitable to be sent back or (see § 6, clause 3).

3. Consequences of retraction

In the case of an effective retraction the payment /goods received by both parties must be returned and it is necessary, any benefits gained (for example interest) returned if the customer is not able to return the articles or is only able to return a part of the delivery or can only return the articles in a damaged condition, the seller must be reimbursed accordingly. This is not the case if after inspection of the article/s it can be determined that their deterioration can be traced back to their being displayed for example in a retail shop. In the same way the customer can avoid having to pay reimbursement when he has not used the goods as if they were his own and has refrained from doing anything which might adversely affect their value. Articles that can be sent by post should be returned by post; articles that cannot be sent by post will be collected from the customers. The customer must pay the postage for article/s requiring to be returned with a value up to € 40,00 if the delivered article/s correspond to the order. Otherwise the return of the article/s is free of charge for the customer.

§ 7. Conditions of guarantee and warranty

The conditions of guarantee and warranty are based on following clauses

1. Further claim settlement

With regards to books the customer has the choice as to whether settlement can be made by sending a replacement book. However the seller is within his rights, to refuse this form of settlement when it is only possible through unreasonable costs and as long as the other claim settlement does not bring any significant disadvantages to the customer. The purchaser or a third party does not have the right to attempt any repairs to a damaged article (on their own initiative); the seller will not reimburse any expenditure incurred by the purchaser for this.

2. Other warranty claims

If the settlement claim fails, the purchaser can in principle taking into account his own preference and the legal stipulations, reduce the payment amount, (derogation of the (purchase) price) cancel the contract (withdrawal), demand compensation for damages or replacement of wasted expenditures. If the purchaser claims for compensation of damages, the limitation of liability in § 8 of these terms and conditions apply.

3. Notice of defect and burden of proof

Companies must give written notification of defects to the article to the contact address written above within a period of two weeks after receiving the article/s: otherwise, the guarantee claim statement is no longer valid. The notice of defect is valid as long as it is forwarded on time. The company has the full onus of providing proof for all of the claim requirements especially concerning the defect itself, when the flaw was detected and ensuring that the notification of defects is forwarded on time.

4. Transport damage

In case of damage caused during transport, the purchaser is obliged to notify the seller of this immediately and do his utmost to support this claim assertion to his best abilities with the respective transport company or with transport insurer. In particular it is important that the purchaser must retain the packaging.

5. Guarantee conditions

The presentation of the article/s should only be seen as a mere description, and therefore cannot be taken as being a true representation of the article/s.

§ 8. Liability

According to the legal provisions, the seller is unrestrictedly liable for damages that result in a danger to life, body or health, which are due to a deliberate or grossly negligent breach of duty by him, his legal representatives or accomplices as well as for any other damages which are due to deliberate or grossly negligent breaches of duty or fraudulent intent by him, his legal representatives or his accomplices. Furthermore, the seller is unrestrictedly liable for damages that are contained within in the compulsory legal provisions regarding liability, such as the product liability law.

The seller is liable for damages that have been caused due to mere negligence, as far as negligence concerns the violation of contract duties, whose adherence is of particular importance for achieving the contract's purpose (cardinal obligations) in doing so, however, the liability is limited to foreseeable typical contract and average damages.

Concerning simple negligent violations of insignificant contract duties the seller is not liable to the business; the liability to the customer is limited to these cases of foreseeable, typical contract average damages.

Any further liability is ruled out despite the lawful nature of any possible asserted claim; this is also valid for tortuous liability claims.

If the previous liability is ruled out or is limited, then it also applies to the personal liability of employees, colleagues and helper.

§ 9. Final clause

The law of the Federal Republic of Germany is applicable. For customers who do not enter into the contract for occupational or commercial purposes, this choice of law is valid as far as the granted protection is not withdrawn/cancelled through compulsory regulations of state laws (from the country where the customer is resident). The stipulations of the agreement of the United Nations on contracts concerning international purchase of article/s (UN-purchase right) do not apply.

The place of execution for all contract and lawful claims is, unless it is decided on otherwise or if the place is in opposition to compulsory lawful stipulations, the business location of the seller.

If the purchaser is a businessman, a legal person of public law or a legal person of public law special assets, the business location of the seller is the exclusive location for all disputes regarding this contract. This is still valid even if the purchaser does not have a registered abode in Germany and if his residence or usual accommodation is not known at the start of the dispute. Alternatively, the seller is also authorized to move the case to another legal venue.

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Should individual conditions of the contract with the purchaser within these terms and conditions become or be partly or completely ineffective, the validity of the other provisions is not affected. The wholly or partly ineffective stipulation shall be replaced through another stipulation, whose economic success is as similar as possible to that of the ineffective one.

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