

General Standard Conditions and Terms (AGB) including Customer Information

Outline of Services and Description of Structure of General Standard Conditions and Terms

On its website, 3aART Shop offers the possibility of purchasing or leasing its products and at the same time for proprietors of motifs the possibility of having them distributed through 3aAart Shop.

The conditions therefore are set below, with the general standard conditions and terms being structured as follows: First, under point X, the general common regulations are laid down. Following are detailed regulations concerning purchase, lease and licence in the framework of X respectively. Concluding, further general common regulations in the framework of X are laid down, which apply to all offers and contracts in the 3aArt Shop.

Following the customer will find important information in the framework of X.

A. COMMON REGULATIONS

A.1 Jurisdiction

A.1.1 All offers, deliveries, orders and contracts concluded by customers (henceforth customers) of the 3aART onlineshop of the proprietor Art Basel Gallery GmbH, Erika-Köth-Strasse 5, 85598 Baldham (henceforth , the web presence as well as the proprietor mentioned above of the web presence shall be referred to as "3aART Shop").

A.1.2. Unfortunately, no orders will be accepted from persons under 18. In their place, however, their legal guardians or any other person 18 years or older may conclude a contract with 3aART Shop.

A.1.3. The product range is aimed at consumers and entrepreneurs simultaneously.

A.1.4. For purposes of these general standard conditions and terms, a consumer is defined as any natural person concluding the contract with any purpose which can neither be attributed to their commercial nor their self-employed professional activity (§ 13 BGB -Bürgerliches Gesetzbuch, German Civil Code, *ann. by the translator*) whereas an "entrepreneur" is any natural person or legal entity or judicable partnership concluding the contract with any purpose attributable to their commercial or self-employed professional activity (§ 14 (1) BGB).

A.1.5 The customer's terms and conditions do not apply, even if 3aART Shop does not separately contradict their application in individual cases.

A.2 Contracting Parties

A.2.1 The contract is strictly concluded with the Art Basel Gallery GmbH, Erika-Köth-Strasse 5, 85598 Baldham, UST-ID Nr: DE277782863 (tax ID, *ann. by the translator*), Amtsgericht München (Magistrate`s Court , *ann. by the translator*) HRB 191197 (Commercial Register No., *ann. by the translator*), General Manager: Hubert Aust.

A.2.2 In individual cases the contract is solely concluded between the customer and an individual member of 3aART Shop, with this being clearly pointed out on the pages containing offers as well as in the framework of the ordering process. In this case, the following general standard conditions and terms shall be applicable accordingly.

A.2.3 Customer Service can be contacted for any service questions and complaints at e-mail address serviceanfrage@3aART.de.

B. Special regulations

B.1 Webshop purchase

B.1.1 Subject Matter of the Contract

B.1.1.1 Subject matter of the contract are purchases of items made to order according to customer specifications such as picture prints and picture frames as well as products not made to order such as framing accessories in the 3aART Shop.

B.1.1.2 Items made to order may comprise digital motifs provided by the customer himself/herself as well as digital motifs provided by 3aART Shop, of which 3aART Shop is producing physical prints and proofs, i.e. reproduction of digital data onto carrier materials - optionally with stretcher-frames made of aluminium.

B.1.2 Conclusion of Contract

B.1.2.1 Offers presented in 3aART Shop are non-binding.

B.1.2.2 By submitting an order, i.e. by clicking on the button [kaufen] (buy, *ann. by the translator*), the customer is submitting a binding offer to purchase the product in question.

B.1.2.3. 3aART Shop may accept the offer by the end of the third business day following the day that the offer has been submitted by conveying a separate order confirmation by e-mail or by delivery of the goods.

B.1.2.4. Immediately after receipt of the offer, 3aART Shop will send a confirmation that the offer has been received to the customer. The confirmation does not guarantee an acceptance of the offer.

B.1.2.5 The contract with the customer is only concluded after acceptance by the 3aART Shop.

B.1.2.6 Should the order confirmation contain spelling mistakes or typographical errors of any kind or should the price determination be based on technical transmission errors, 3aART is entitled to contest the contract. In this event, 3aART Shop must prove to the customer the mistake or error made by 3aART shop. Of course, any payments effected by the customer will be returned immediately.

B.1.3 Pricing

B.1.3.1 Prices stated on the product pages always include the statutory sales tax as well as other pricing components.

B.1.3.2 If no further information regarding shipping costs is supplied, shipping costs are included in the purchase price as well.

B.1.3.3 In any other case, shipping costs will be stated separately.

B.1.4 Shipping Costs

B.1.4.1 In the event that on the product pages no further details regarding shipping costs are provided, shipping costs are included in the price as well. This applies to all products that are made to order according to customer specifications, especially prints and frames.

B.1.4.2 Only for products from the section "accessories", shipping costs are added to the price and generally amount to 5.90 Euros, unless otherwise stated separately.

B.1.4.3 Custom duties and similar tariffs are to be paid by the customer.

B.1.5 Terms of Payment

B.1.5.1 Accepted methods of payments are PayPal, credit card or direct debiting.

B.1.5.2 The customer's user account will be debited at time the contract is concluded.

B.1.5.3 Should the customer choose direct debit as method of payment, the customer shall be liable for those costs arising from chargeback of a transaction due to a lack of sufficient funds in the user account or from banking details submitted incorrectly by the customer.

B.1.6 Shipment of Goods

B.1.6.1 Shipment is made within Europe, other countries on request.

B.1.6.2. Shipping times are according to order details, except for cases in which different agreements are met.

B.1.6.3 Delivery time starts as follows:

If payment by credit card or direct debit is agreed upon, delivery time starts on the day the contract is concluded.

B.1.6.4 If not explicitly stipulated otherwise, 3aART will determine appropriate method of shipment and the appropriate forwarding agent at its own discretion.

B.1.6.5 In the event that not all of the products ordered are in stock, 3aART Shop is entitled to partial shipment at its own expense, should this be reasonable to the customer.

B.1.7 Customer's Right of Revocation

B.1.7.1 Consumers have a 14-day right to revoke their order.

Cancellation Policy

You can revoke your contractual statement without providing reasons within 14 calendar days by written notice (e.g. letter, telefax, e-mail) or -if you received the goods before expiration of delivery deadline- by returning the goods to 3aART Shop. The revocation period begins after receipt of this Right of Withdrawal Notice in writing, however, not before goods have been received by recipient (in the event of partial shipments of similar goods not before receipt of the first partial delivery) and also not before meeting our obligation to information pursuant to article 246 §2 in connection with §1 (1) and (2) EGBGB as well as our obligations according to §312g (1) (1) BGB in connection with article 246 §3 EGBGB. The revocation period shall be deemed observed if the goods are returned or notice of revocation is given within this revocation period. Notice of revocation must be addressed to

Art Basel Gallery GmbH
Att. Hubert Aust
Erika -Köth-Strasse 5
85598 Baldham
Internet: www.3aART.de
e-mail: serviceanfrage@3aART.de

Effects of Withdrawal

In case of a valid revocation, both parties have to return the received goods or payments as well as any derived benefits (e.g. interests). Should you be unable to return the goods received in full or in part or only in diminished value, you shall be required to provide 3aART shop with compensation for the loss in value. The customer only has to pay for any diminished value of the goods if this diminished value results from you handling the goods in a way other than what is necessary to

ascertain the nature and functioning of the goods. Handling the goods in a way that is necessary to ascertain the nature and functioning of the goods is defined as examination and testing of the goods as would be common and possible in a store. Goods consignable by parcel shipment may be returned at our risk. You are responsible for covering the regular cost of return postage if the goods delivered are as ordered and if the price of the goods to be returned is less than € 40, or in case of a higher price you have not provided consideration or a partial payment agreed under the terms of the contract. Return mail is otherwise free of charge. Goods that cannot be returned as packages will be picked up at your address. Obligations to refund payments must be met within 30 days. This period commences for you when you issue your notice of revocation, or dispatch the goods and for us on receipt of the latter.

End of Right of Revocation Notice

B.1.7.2 Amongst other things, the right of revocation is excluded at delivery of goods made to customer specifications or clearly measured to personal needs.

B.1.8 Costs of Return in the event that Right of Revocation is exercised

Should you exercise your right of revocation (see Cancellation Policy), you are responsible for covering the regular cost of return postage if the goods delivered are as ordered and if the price of the goods to be returned is less than € 40, or in case of a higher price you have not provided consideration or a partial payment agreed under the terms of the contract. Return mail is otherwise free of charge.

B.1.9 Retention of ownership

Ownership of goods delivered by us shall remain vested in us until all payment obligations are met in full by consumer.

B.1.10 Copyrights

Please note that with the purchase of a work you only acquire the in rem ownership of the work. In particular, the copyright limitations are to be observed.

B.1.11 Warranty

Statutory warranty requirements shall apply.

B.1.12 Additional Stipulations

Additionally, the general common regulations as mentioned under points X. and X. respectively shall apply.

C. Webshop Lease

C.1 Subject Matter of the Contract

C.1.1.3aART Shop leases out hired articles described under menu item "Business", as e.g. image prints and picture frames, to the customer according to the agreed lease model presented in the 3aART shop and supplemented by the image-lease-contract.

C.1.2 The lease model is dependent on the image size, number of images, lease period and the frequency of any image switch-overs which are to be determined by the customer.

C.2 Conclusion of Contract

C.2.1 Under menu item "Business", the customer makes an inquiry using an inquiry form provided, where he can provide his contact information as well as details regarding the term of lease requested and if desired, any image switch-over requests.

C.2.2 3aART Shop will then provide the customer with an image-lease-contract detailing the lease object, lease period, costs of the lease and other supplementary regulations to the lease contract.

C.2.3 The contract shall only be concluded upon signature of the 3aART Shop and of the customer.

C.2.4 The contract will then be based on the image-lease contract as well as on the general standard conditions and terms (AGB) stated herein.

C.3 Costs of Lease

C.3.1. The specific amount of rent to be paid is determined on basis of a cost calculation, considering many cost factors (lease period, size of image, any image switch-overs etc.), the customer will then be informed on his specific request. The

amount of rent to be paid is exclusive of statutory sales tax, with shipping costs being listed separately.

C.3.2. In the event that the contract is not concluded on the first day of a calendar month, the rent to be paid for the first month of the lease is calculated proportionately to the remaining days of the month, beginning with the day after the lease objects have been placed at the customer's disposal.

C.4 Pre-emptive right of the customer

On request, the customer can be given a pre-emptive right, which then will be agreed upon individually.

C.5. Shipping costs

C.5.1 For all deliveries, shipping costs will be stated in the image-lease-contract.

C.5.2 Customs duties and similar fees are to be paid by the customer.

C.6. Terms of Payment

C.6.1 The rent and its due date are dependent on the image-lease contract.

C.6.2 If payment by credit card or direct debit is selected, the amount will be debited against the customer's account on the due dates as mentioned before.

C.6.3 Should you choose direct debit as method of payment, you are held liable for those costs arising from chargeback of a transaction due to a lack of sufficient funds in the user account or from banking details submitted incorrectly by you.

C.7. Shipping of Goods

C.7.1. Delivery is made exclusively within Germany unless otherwise stipulated.

C.7.2. Delivery times are as stated in the order unless otherwise stipulated.

C.7.3. Delivery time starts as follows:

C.7.4 If payment by credit card or direct debit is agreed upon, delivery time starts on the day the contract is concluded.

C.7.5.If not explicitly stipulated otherwise, we will determine appropriate method of shipment and the appropriate forwarding agent at our own discretion.

C.8.Lease Period

Lease period, termination and return of the lease object are defined in the image-lease contract.

C.9. Customer's Right of Revocation

Customers have a 14-day right to revoke their order.

Cancellation

You can revoke your contractual statement without providing reasons within 14 calendar days by written notice (e.g. letter, telefax, e-mail). The revocation period begins after receipt of this Right of Withdrawal Notice in writing, however, not before contract closing and also not before meeting our obligation to information pursuant to article 246 §2 in connection with §1 (1) and (2) EGBGB as well as our obligations according to §312g (1) (1) BGB in connection with article 246 §3 EGBGB. The revocation period shall be deemed observed if the goods are returned or notice of revocation is given within this revocation period. Notice of revocation must be addressed to

Art Basel Gallery GmbH
Att. Hubert Aust
Erika -Köth-Strasse 5
85598 Baldham
Internet: www.3aART.de
e-mail: serviceanfrage@3aART.de

Effects of Withdrawal

In case of a valid revocation, both parties have to return the received goods or payments as well as any derived benefits (e.g. interests). Should you be unable to return the goods received or benefits derived from usage in full or in part or only in diminished value, you are required to provide us with compensation for the loss in value. This may result in the fact that you are required to meet your contractual payment obligations for the time period until your revocation. This period commences for you when you issue notice of revocation, or dispatch the goods and for us on receipt of the latter.

Special Amendment

Your right of revocation shall expire prematurely, if the contract has been fulfilled by both parties upon your request, before having exercised your right of revocation.

End of Right of Revocation Notice

C.10. Copyrights

Please note that with the lease of a work you only acquire the in rem ownership of the work. In particular, copyright limitations are to be observed.

C.11. Warranty

Statutory warranty requirements apply.

C.12. Modification of our General Standard Conditions and Terms

C.12.1. 3aART Shop is entitled to make alterations to its general standard conditions and terms, provided that such alterations do not concern substantial obligations. 3aART Shop will make such alterations only for substantial reasons, such as new technical developments, alterations of court rulings of the Supreme Court, legal stipulations or other such equal reasons.

C.12.2. In this event the customer will be informed in writing, obtaining the clearly highlighted new version and being informed about his 6-week right of withdrawal. In the event that the customer does not raise any objections, the alteration shall become an integral part of the contract of which the customer will also be informed in the advance information. Should the alteration result in a severe contractual imbalance between the parties to the contract, the alteration will not be made. Furthermore, alterations need to be explicitly agreed to by the customer.

D. Offering of Images for Third Parties (Grant of a Licence to 3aART Shop)

D.1. Subject of the Contract

D.1.1. The 3aART Shop offers each customer the possibility of offering own motifs in the 3ART Shop for the purpose of utilisation in accordance with the following conditions under the menu item "Motive" (motifs, *ann. by the translator*). The customer will grant 3aART Shop a non-exclusive licence, i.e. simple licence (content licence) in his works, i.e. in his photographically or digitally produced or edited or other digitalized contents including their titles and other further descriptions (in the following referred to as "works").

D.1.2. These works will then be processed, possibly digitally, with the purpose of selling or leasing them through the 3aART Shop before being turned into a physical print or proof (in the following referred to as "licence product"). Usually the prints will be outfitted with an aluminium stretcher frame.

D.1.3. The works will be presented in 3aART Shop's own name and for its own account using the following methods of distribution: on our webpage, you can make reference to your own web presence. In addition, under menu item "Motive" (motifs, *ann. by the translator*), you have the possibility of presenting your works. Distribution is made world-wide, amongst others, through social networks such as "Facebook" or distribution platforms such as "Amazon".

D.1.4. The customer will receive royalties on sales obtained through the motifs released by him.

D.2. Conclusion of Contract

D.2.1. Our offer made in the 3aART Shop to customers to release own motifs for further utilisation is non-binding.

D.2.2. Under menu item XX the customer will provide details if any, and if so, which adaptation rights the customer will grant the 3aART Shop ... and then will upload the work using the input help. By clicking the button [Motiv XX] (motif, *ann. by the translator*) the customer makes a binding offer for granting a licence with the purpose of offering the work in question against payment through 3aART Shop.

D.2.3. The 3aART Shop will then examine the works based on the following criteria. In the event that the work will be accepted by the 3aART Shop, it is accepting the offer by activating the customer's works, i.e. the works will then be visible in the framework of menu item Motive (motifs, *ann. by the translator*) without the customer being separately informed about this. The contract with the customer will only be closed upon activation. This step may require 1 to 3 weeks.

D3. Selection of the Work

D.3.1. Before activation the 3aART Shop will review the up-loaded work. The 3aART Shop may appoint a jury at its own discretion and to re-arrange the composition of

the latter at any time. The jury decides on the works to be offered in the 3aART Shop in the framework of suitable guidelines to be set by the 3aART Shop.

D.3.2.3aART Shop will select the works offered by the customer according to the following criteria;

D.3.3. The work must fulfil minimum artistic requirements.

D.3.4. The work must comply with characteristics of the own works of the 3aART Shop, i.e. it must fit into the web and overall appearance of the 3aART Shop.

D.3.5. Multiple presentation of the same work is not permitted.

D.3.6. An examination of the work regarding any statutory violations can only take place on part of the 3aART Shop on a very limited basis.

D.4 Activation of the work

In the event that works are accepted they will be visible under menu item Motive (motifs, *ann. by the translator*) without the customer being separately notified about this.

D.5. Granting of Rights in the Work

D.5.1. Herewith the customer grants 3aART shop the simple right with no restrictions as to time and space to use and utilize the work comprehensively in the framework of the webpage, as well with the purpose of commercial marketing. Any restriction as with regards to content results from specifications made by the customer in menu XX, where the customer can select adaptation rights.

D.5.2. Marketing of the work is ultimately aimed at sale and lease (of prints and copies on the basis of the work) on behalf and for the account of 3aART (or one of our members) in accordance with stipulations as set forth in XX

D.5.3. The granting of rights explicitly comprises all known forms of marketing possibilities via the internet, over-the-counter trade and other media, especially the possibility of integration within payable online-services and webpages as well as the publicly available internet. In particular, the customer grants the following simple rights of use, unlimited in time and territory:

- D.5.4.the right of reproduction, of provision of public access and distribution, i.e. the right of unlimited reproduction of the work, communication to the public or public broadcast especially by taking advantage of technical possibilities of any kind, in particular through digital integration in the framework of the webpage.
- D.5.5.the right of provision at call, i.e. the right of storing the work, of providing it to the public, of transfer to one or more customers requesting/retrieving the work on the webpage, namely in all analogue and digital electronic data bases, electronic data networks and telecommunication services networks;
- D.5.6. the right of public broadcasting, i.e. the right of publicly broadcasting the work commercially or non-commercially by means of sound recording media, image recording media, sound and image recording carriers, multi-media carriers as well as other data recording media, especially magnetic tapes, magnetic tape cassettes, video discs, chips, in all formats, using all analogue and digital processes and techniques available:
- D.5.7.the right of adaptation, i. e. the right for the 3aART Shop to make adaptations of the work or edit the work or have a third party making adaptations of the work or editing the work at will, with due protection of the copyright laws, to digitize the work especially with the purpose of integration into the webpage; this is valid only in the event that the customer grants adaptation rights in the "wish list"
- D.5.8.the right of advertising, i.e. the right to use the work for promoting the webpage, also in any other media and outside the internet, namely in television and in print media, however, not for the promotion of third products.
- D.5.9.the right of broadcasting, i.e. the right to make the work available to the public via radio broadcasting, such as audio and television broadcasting, satellite broadcasting, cable radio or similar technical devices.
- D.5.10.The granting of rights also comprises the utilization of the works in excerpts and utilization in combination with other works.
- D.5.11.The customer grants the 3aART Shop the right to, in regards to the proper fulfilment of the contract, to utilize the respective title of the works as well as

names, title, logos and illustrations of the customer as well as of the originator of the works on its webpages and in the relevant promotion of the webpages.

D.6.Right of Revocation (Licensor)

Consumers have a 14-day right to revoke their order.

Cancellation

You can revoke your contractual statement without providing reasons within 14 calendar days by written notice (e.g. letter, telefax, e-mail). The revocation period begins after receipt of this Right of Withdrawal Notice in writing, however, not before you have also been provided with a contract, your written request or a copy of the contract or the request, also not before contract closing and also not before meeting our obligation to information pursuant to article 246 §2 in connection with §1 (1) and (2) EGBGB as well as our obligations according to §312g (1) (1) BGB in connection with article 246 §3 EGBGB. The revocation period shall be deemed observed if the goods are returned or notice of revocation is given within this revocation period. Notice of revocation must be addressed to

Art Basel Gallery GmbH
Att. Hubert Aust
Erika -Köth-Strasse 5
85598 Baldham
Internet: www.3aART.de
e-mail: serviceanfrage@3aART.de

Effects of Withdrawal

In case of a valid revocation, both parties have to return the received goods or payments as well as any derived benefits (e.g. interests). Should you be unable to return the goods received or benefits derived from usage in full or in part or only in diminished value, you are required to provide us with compensation for the loss in value. This may result in the fact that you are required to meet your contractual payment obligations for the time period until your revocation. Payment obligations concerning refunds must be fulfilled within 30 days. This period commences for you when you issue notice of revocation and for us on receipt of the latter.

Special Amendment

Your right of withdrawal shall expire prematurely if upon your explicit wish, the contract is completely fulfilled by both parties before you have made use of your right of withdrawal

End of Right of Revocation Notice

D.7. Name naming

3aART Shop will identify the customer as author and proprietor of the right of exploitation of the work respectively, namely on pages to be selected by us to be especially work-relevant pages, in territorial connection and tot the usual extent. Any further name naming, e.g. overview of motifs, motif compositions or collages, is not possible.

D.8. Commission and Payment Terms

D.8.1. For the assignment of rights as defined in the contract, the customer will receive royalty in the amount of 20% of the net sales (i.e. of the gross selling price not including VAT), which will be realized by the 3aART Shop with each sale of a printed work (not including frame and accessories), in the following called commission.

D.8.2. Each gross selling price can be calculated using a "price calculator". The gross selling price of a work is obtained using a dynamic calculation on the basis of the size of the printed work. The gross selling price will be listed on the corresponding product page in the 3aART Shop separately, apart from prices of frames and accessories as well as shipping costs.

D.8.3. Invoicing is made on the first day of each calendar quarter.

D.8.4. The commission is paid to the customer, provided that all necessary data of the customer have been deposited in menu/section XX.

D.8.5. The customer can see from the invoicing as well as from his customer account, which printed works have been sold how often and at which gross selling, how many square meters of printed works have been sold overall and the amount of the total revenue.

You will receive as commission a royalty from sales for each copy of the work defined under Point XX of these General Standard Conditions and Terms (AGB) which has been paid and not returned on the basis of the following grading and final sales prices excluding VAT. Commission will not be paid if and as long as the work has not been sold. The final sales price will be calculated dynamically amongst other things on the basis of formats. The method of calculation is indicated on definition of the article and must be actively affirmed by you by means of mouse click, indicating your final agreement. The final sales price subject to remuneration is exclusive of shipping and further service fees, on the sales of which there is no commission payable. From this net final sales price as defined above you will receive on the basis of the sales price valid at the time of the sale the following commission:

In the event that via our portal www.3aart.com we sell such copy, which has been produced on the basis of a digitally provided work submitted by you, you will receive a commission of 20% from the net sales derived from the sale of the image. Net sales is defined XX

Should you be liable to VAT, 3aART will pay additionally the statutory VAT payable on the royalty, provided that you have supplied your Tax-ID number and/or your VAT identification number on the 3aART webpage. It is your obligation to inform us about any changes regarding your VAT liability immediately. In the event that the necessity arises that due to your activity it will become necessary to make corrections to invoicing at a later point, we are entitled to impose reasonable charges therefore.

We are entitled to modify the aforementioned commission rates or invoice structure and method with at least 30 days prior notice to the beginning of a new calendar quarter in which case we shall certainly make proper mentioning thereof. In this case you have a special right of termination to the end of the current calendar quarter.

In addition to the aforementioned commissions we pay the currently valid contributions to the customer's social security account. Should such contributions change by more than 20% with respect to the average across the last 3 years, we reserve the right to adapt the aforementioned commissions accordingly from such date on.

D.9. Verwertungsgesellschaft Bild/Kunst (i.e. collection society Bild/Kunst)

D.9.1. If you are a member of the Verwertungsgesellschaft BildKunst r.V. in occupational group 1, we ask you to inform the Verwertungsgesellschaft BildKunst about the conclusion of this contract.

D.10. Term of Contract and Cancellation

D.10.1. This contract shall be concluded for an indefinite period of time and can be terminated by either party with 30 days notice in written form.

D.10.2. The right to extraordinary cancellation shall remain unaffected. The 3aART Shop reserves the right to terminate a contract, extraordinarily and without notice, especially if the customer

D.10.3. has not fulfilled an obligation according to Point X warnings notwithstanding, once or repeatedly, or

D.10.4. seriously and finally refuses the fulfilment of these obligations, or

D.10.5. after having received a warning with deadline for fulfilment and after expiration of a grace period (in written form) of at least one month without payment obligations having been met.

D.10.6. Upon termination of this licence agreement, all rights revert to the customer. From termination of the license agreement on, the 3aART shop will not conclude any sale or lease contract. Any sales or leases already concluded in connection with the customer's works at time of termination will continue and cannot be cancelled. Any claims to commission related hereto continue to exist even after termination.

D.11. Modification of our General Standard Conditions and Terms

D.11.1. 3aART Shop is entitled to make alterations to its general standard conditions and terms, provided that such alterations do not concern substantial obligations. 3aART Shop will make such alterations only for substantial reasons, especially such as new technical developments, alterations of court rulings of the Supreme Court, legal stipulations or other such equal reasons.

D.11.2. In this event the customer will be informed in writing, obtaining the clearly highlighted new version and being informed about his 6-week right of withdrawal. In the event that the customer does not raise any objection, the alteration shall become an integral part of the contract of which the customer will also be informed in the advance information. Should the alteration result in a severe contractual imbalance between the parties to the contract, the alteration will not be made. Furthermore, alterations need to be explicitly agreed to by the customer.

E. OTHER COMMON REGULATIONS

E.1. Registration

E.1.1. There are 3 different possibilities of registering in the "Log-In" Area: the customer can create his own account as private person, business person or artist respectively. In the following, these accounts will be uniformly referred to as "user account".

E.1.2. Upon registration, the customer must accurately and completely supply the requested data, especially those that comprise his company and personal data, a contact person as well as an e-mail address. Should any or all of the information indicated at registration subsequently change, it shall be incumbent upon the customer to correct the information without delay. He must also choose a password.

E.1.3. Legal entities may only be registered by a natural representative who must be specifically named.

E.1.4. After registration, the customer will receive from a confirmation of receipt by e-mail from 3aART Shop. This is to be acknowledged by the customer. After verification of the customer's registration data, the 3aART shop will activate the user account. The 3aART Shop will neither pass the customers' data on to third parties nor will it ask the customer for his password.

E.1.5. The customer must keep his password confidential and protect his access data against unauthorised use by third parties. If unauthorised use by a third party is suspected, the customer shall inform the 3aART Shop thereof immediately.

E.1.6. All log-ins are individualized and are only to be used by the authorized user of the individual account.

E.1.7. It is solely the customer's responsibility to secure the data and contents of his user account for his own purpose.

E.2. Availability

The 3aART Shop does not guarantee permanent and faultless availability. Especially maintenance, security or capacity issues as well as events, which are beyond the sphere of control of 3aART Shop (such as power failures, interruptions of public communications networks) may lead to interruptions or temporary shutdowns of the services on the platform for individual or all customers.

E.3. Technical Errors

The 3aART Shop also wants to point out to its customers that computer programmes cannot be developed in such way that they will run completely error-free at all times for all applications.

E.4. Uploading contents - obligations of the customer

E.4.1. The customer shall upload the work observing the technical guidelines.

E.4.2. It is solely the customer's responsibility to secure the contents of his user account for his own purposes.

E.4.3. The customer shall take care that the works uploaded by him do not contain any viruses or other programs interfering with the functional and processing capability of computer software and computer hardware.

E.4.4. The customer shall not use the webpage of the 3aART Shop in any other abusive manner and shall refrain from anything which might impair the use of the webpage.

E.4.5. The customer ensures that he is the owner of the works.

E.4.6. The customer ensures that his works are not contrary to public morality or existing legislation and that they do not include any contents as with regards to incitement of the people, xenophobia, racism, discrimination, libel, denigration, insult, glorification of violence and infringement against the law for protection of minors.

E.4.7. The customer ensures that his works do not infringe on the rights of third parties, that he is especially entitled hereto in the framework of relevant stipulations concerning copyright, competition, trademark and exploitation laws.

E.4.8. The customer ensures that by his works no personal rights of third parties are infringed, especially that depicted persons agree to the contractual utilization of the works.

E.4.9. The customer ensures that the works have been already published.

E.4.10. The granting of license also comprises the following: the customer ensures that he is in a position to effectively grant the 3aART Shop the rights as defined under point X of this contract.

E.5. Exemption from liability through the customer

The customer will upon first request release the 3aART Shop from any claims, which third parties might assert against 3aART Shop on the basis of infringement of their rights or infringement of provisions of law, especially concerning infringements on copyright and personal rights, due to the customer's works, if the customer is responsible for the circumstances which establish reasons for the infringement of rights. In this event the customer bears the costs for legal representation of 3aART Shop including all legal and court fees.

E.6. Suspension

E.6.1. In the event that concrete indications exist, that an infringement of important contractual obligations on part of the customer has occurred, the 3aART Shop will prompt the customer to secure the fulfilment of these obligations within a reasonable period of time or to dispel any such existing reasonable suspicion by supplying suitable evidence at own cost. During the stated period of time with a deadline having been set, the 3aART Shop has the right to temporarily suspend the customer's access to his user account. If the breach of obligation is not resolved within this deadline, the 3aART Shop reserves the right to permanently suspend the customer's user account and/or permanently erase contents which the customer has published in the 3aART Shop. When choosing on an appropriate measure the 3aART Shop will, according to possibility, consider the legitimate interests of the customer, in particular if there are any indications that the customer might not be at fault concerning the infringement.

E.6.2. The right to extraordinary termination without notice according to point XX remains unaffected by this.

E.7. Extraordinary termination with lease and licence

E.7.1. Important reasons for extraordinary termination without notice by the 3aART Shop are in particular if the customer

E.7.2. does not fulfil an obligation as defined under point X despite having been cautioned or repeatedly does not fulfil an obligation,

E.7.3. seriously and finally refuses the fulfilment of these obligations,

E.7.4. or is in default with at least two consecutive monthly payments of the rent.

E.8. Obligation to cooperate

The customer will cooperate in the event of a claim being asserted against the 3aART Shop by third parties in connection with the works of a customer to a reasonable extent.

E.9. Liability of the 3aART Shop

E.9.1. Liability of the 3aART Shop shall be unrestricted with respect to damage caused through malice or gross negligence, including its legal representatives, managerial staff and other vicarious agents.

E.9.2. Liability of the 3aART Shop shall be unrestricted with regards to injury to life, body or health caused through malice or gross negligence by the 3aART Shop, its legal representatives or vicarious agents.

E.9.3. Liability of the 3aART Shop shall be unrestricted with regards to product liability damages under the Product Liability Act (Produkthaftungsgesetz).

E.9.4. 3aART Shop shall accept liability in case and within the scope of a warranty assumed by the 3aART Shop.

E.9.5. Liability shall be accepted by the 3aART Shop for damages caused through violations of cardinal duties by the 3aART Shop, its legal representatives or vicarious agents. Cardinal duties are defined as obligations the fulfilment of which

is of particular significance for the attainment of the purpose of the contract, the fulfilment of which the customer regularly relies and may rely upon and the violation of which might endanger the accomplishment of the purpose of the contract.

E.9.6. In the event that the 3aART Shop violates any of these cardinal duties through slight negligence, its liability is limited to contract-typical damages, which for the 3aART Shop were foreseeable at the time of contract closing.

E.9.7. Additionally for lease contracts as defined in point XX the following shall apply:

E.9.8. Further-going liability of the customer shall not exist. In particular the customer shall not assume liability for any pre-existing defects insofar as the conditions of Point XX do not apply.

E.10. Contract Language

The Language available for contract closing shall be German.

E.11. Applicable Law and Jurisdiction

E.11.1. The contract closed between us and the customer shall be subject to the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG)

E.11.2. If the customer is a merchant as defined by §1 (1) Handelsgesetzbuch (HGB, German Commercial Code, *ann. by the translator*) a legal entity under public law, or a special funds under public law, the legal venue for any disputes arising from or in connection with the relevant contractual relationship under this is München (Munch, Germany, *ann. by the translator*).

F. Other Information

F.1. Webshop purchases

1. Ordering Process

Products can be marked down without any obligation by clicking the button [in den Warenkorb] (add to cart, *ann. by the translator*). The customer can look at the contents of the cart by clicking the button [Warenkorb] (cart, *ann. by the translator*) at any time. He can also remove products from the cart by clicking the button [Löschen] (erase, *ann. by the translator*). The customer can purchase the product(s) contained in the cart by clicking the button [zur Kasse] (proceed to checkout, *ann. by the*

translator). After selecting the products he will be asked to enter his data. Obligatory fields are marked with a star (*).

The customer may, but is not required, to open a customer account, thus letting the customer place future orders without having to supply address information but simply by entering his user name and password.

The customer can check the details of his order on the order page. By clicking the button [kaufen] (buy, *ann. by the translator*), the order process will be completed.

The customer can at any time cancel the order process by simply closing the browser window.

2. Storage of the Text of the Contract

The 3aART Shop shall store the text of the contract. Order details and general standard conditions and terms (AGB) will be sent to the customer by e-mail. All past orders shall also be visible in the customer log in area. There, the general standard conditions and terms (AGB) <link to storable AGB-page can be looked at, printed and stored.

F.2. Webshop Lease

3. Conclusion of Lease Contract

4. Storage of the Text of the Contract

F.3. Webshop Licence

5. Release of Motifs (Granting of Licence)

6. Storage of the Text of the Contract.