

## Seller & Regulations

Dr. Kruse & Marcinow GbR

Höxterstr. 31

22529 Hamburg

Germany

Tel.: +49-(40)-22614932

Email: [info@artgeist.com](mailto:info@artgeist.com)

VAT-ID: DE814422940

Tax-nr.:54/355/04355

## Return policy

The customer has the right to take advantage of the return policy within two weeks (14 days) from the date of the reception of the goods by sending an e-mail to the following address:

[info@artgeist.com](mailto:info@artgeist.com)

Attention !! Special orders (non-standard size) cannot be subject to return policy.

In this case the customer will receive the refund of the whole paid amount.

The return shipment cost of the goods are charged to the customer.

The money refund will be executed within 7 business days from the date in which we have received the goods or the confirmation of the shipment with the tracking number included (only if the tracking on-line is available).

For detailed information on the return policy please contact directly our customer service ([info@artgeist.com](mailto:info@artgeist.com)).

## The right to renouncement from the conditions of the contract

The Customer has the right to renouncement from the provisions of the contract within two weeks in a written form (e.g. letter, fax, email) or by way of returning the ordered goods without the necessity of giving the reasons for the mentioned renouncement. The period of validity begins immediately after the receipt of the present instruction immediately. The condition of keeping the term during which one can renounce from the conditions of the contract is the timely sending of the application of renouncement from the conditions of the contract or the purchased goods. Application of renouncement from the conditions of the contract to should be addressed to:

info@artgeist.com

## Consequences resulting from the renouncement

In case of delivering the correct form of renouncement from the conditions of the purchase contract, used items should be returned. If the customer is not able to return the received goods to us in part or in whole or he will return them in a worsened state, he undertakes to return the value of the goods. This does not concern items returned in a situation where finding the defects could happen exclusively during the conducted control after the receipt of goods – which is possible making a purchase in a traditional shop. Additionally it is possible to avoid the necessity of returning the value of goods if received goods were not used and the same are treated as the customer's property and when all actions which may lower the value of goods were ceased. The items, which can be packed up in a package, should be returned. The customer undertakes to incur the costs of the return of the dispatch, if the goods delivered were consistent with the order placed, and the price of the item returned does not exceed the amount of EUR40, or in case of a higher amount if the customer did not return this item or did not pay the settled instalment set out in the contract. The customer does not bear the costs of the dispatch in other cases. The goods sent net of dispatch fee can not be accepted. If it's possible, for the returned package the cheapest form of dispatching should be used, in such case such costs will be returned to the customer. Items which cannot be packed up in a package will be collected at the customer's personally. All obligations resulting from the necessity of returning the amount due must be executed by the customer within 30 days from the moment of sending the declaration about renouncement from the contract.

Exceptions If not agreed otherwise, the possibility of renouncement does not exist in case of following contracts:

1. relating to delivery of goods which were prepared and realized at the customer's special order, or which return is not possible because of the propriety of given goods.
2. relating to goods which were ordered and will be used for the purpose of business activities conducted by the customer.

General business conditions of Dr. Kruse & Marcinow s. c. (private partnership) and instruction regarding the cession of rights

## § 1 General information

1. Private partnership Dr. Kruse & Marcinow conducts an online store on the address <http://www.artgeist.com>, which offers paintings, posters, prints on canvas, photographs and frames. The private partnership Dr. Kruse & Marcinow, being the owner and administrator of the web site, is also a party to an agreement for all legal and natural persons wanting to purchase goods in this way. 2. All relations resulting from an agreement between Dr. Kruse & Marcinow s.c. and customers are subject to general business conditions of Dr. Kruse & Marcinow. Eventual deviations are considered exclusively in the case of having been previously confirmed by Dr. Kruse &

Marcinow s.c. and the customer in a written form, or having been explicitly defined in these general business conditions. The verbal obligation of the supplier, its representatives or other authorised persons, to be considered credible need a written confirmation issued by Kruse & Marcinow s.c. These general business conditions were translated to a few other languages due to international business contacts of the supplier. In case of any deviations from the original German text in the translation, the content of the German text is valid.

3. The customer undertakes to state full and true information in the order form (name, place of residence etc.). In case of supplying false data, the customer is responsible for the resulting damages. 4. If any clause of these general business conditions has lost or will lose its validity, the remaining clauses will be valid all the same.

§ 2 Registration of users 1. Registration in the system is free of charge and takes place at the moment of purchasing a product. The customer is not entitled to request access to our system. Purchases can be made exclusively by persons capable of taking legal actions. The customer undertakes to present a copy of his ID if requested. In order to gain access, one should fill out the electronic application form placed on the web side, and remember about giving full and true data during registration. At the registration, the individual user name and password should be chosen. User name should not infringe third party rights or other personal or brand rights, or should not simply infringe the norms of good customs. The customer undertakes not to give his password to third parties. 2. Apart from the acceptance of these general business conditions, the registration is not subject to any other obligations. The record can be cancelled at any time. 3. In case of a change of personal details, their update should be conducted individually by the user. Any changes are possible only after registering online in the section "Customer area".

### § 3 Conclusion of the agreement

1. Paintings, prints on canvas, posters or photographs and any other products presented by Dr. Kruse & Marcinow s. c. in the Internet and other media do not constitute an offer, but only an invitation for the customer to present a purchase offer (*invitatio ad offerendum*). Purchase offers may be placed through online purchase forms prepared by Dr. Kruse & Marcinow s.c.

2. Offered articles constitute only model themes. Thanks to this the customer does not receive an original painting, but only a copy consistent with its theme prepared on a chosen medium and according to selected technique. After the receipt of proof of payment the offered products are painted or printed according to individual customer order and/or subject to adjustment if needed. In case of paintings, the customer receives a hand-made copy of the indicated theme consistent with the original. In case of prints on canvas the customer receives a print of the indicated theme on the canvas on the chosen background. Not all themes are available in the form of hand made paintings. Such themes have been marked in the system; therefore manual choice of hand made paintings is not possible.

3. All offered articles come without the wedge-shaped fillets and all other additions. Painting/ print is not therefore ready to hang. It is possible to purchase wedge shaped fillets and other embroidering services for additional fee.

4. Hand made paintings are usually done with acrylic paints.

5. Order is deemed to be accepted at the moment of direct delivery i.e. passing the product on to a forwarder / haulier /post office.

6. The agreement is not separately stored by Dr. Kruse & Marcinow s. c. The data regarding the order is made available to the customer in a confirmation received via email. Currently the general business conditions are available on the web page [www.artgeist.com](http://www.artgeist.com).

7. Orders placed by the customer are accepted with consideration for currently valid conditions and prices. The price valid at the moment of the delivery of the order by the customer is binding for issuing the invoice. All stated prices include the VAT (currently in Germany it amounts to 7% or 16%) and the costs of dispatch.

8. Together with the changes of the Dr. Kruse & Marcinow s. c. web pages all stated prices and other data relating to the goods become invalid.

9. The offer is available exclusively at a defined time and in defined quantity. In case of the limit of the offer or expiry date being exceeded, one cannot claim the right to the delivery.

#### § 4 Payment

1. Payments for goods can fundamentally be made in the form of a prepayment by credit card, in the form of a transfer to the German account number or in the PayPal system.

2. Payment by cheque or cash is not possible.

3. We are not responsible for sending cash by mail.

4. Dr. Kruse & Marcinow s. c. reserves the right in individual cases to the acceptance or the refusal of accepting certain forms of payment.

5. In case of the customer is behind with payment, he undertakes to incur responsibility for negligence. The customer also incurs responsibility for the service when the damage occurred in case of timely rendering of the services.

6. In case of a delay, interest should be counted up to the price of purchase. The interest rate amounts to 5% above the basic interest rate. In case of orders without the consumer's participation, the interest rate amounts to 8% above the basic interest rate.

7. Claims in case of more damage occurring are not excluded. § 5 Delivery

1. The goods are delivered exclusively until the stock is out. In case of the delivery of a product or a group of products is not possible, Dr. Kruse & Marcinow s. c. undertakes to immediately notify its customers about this fact. If the customer has paid for goods, their value will be returned immediately.
2. A delivery takes place through dispatch of goods to the customer to the indicated address. The deadline of the realization of the order as a rule amounts to 10-19 working days from the moment of confirmation of the receipt of the full sum. If different settlements were not made, this data is not binding.
3. The delivery takes place in accordance to costs of the order and costs of the dispatch stated in the internet order. If the customer requests a special kind of dispatch, which is connected to higher costs of dispatch, he undertakes to bear those additional costs. Costs of packaging and costs of dispatch are different in every country and are in force on mainland exclusively. In case of islands there are additional payments in force, which should be asked about in advance.
4. Packaging for the time of transportation and all other packaging are not subject to return, according to directives relating to packaging. A party to the contract undertakes to appropriately dispose of the packaging at its own cost.
5. The flat-rate costs of the dispatch are calculated for every ordered product regardless of the value and the quantity of the order.
6. In case of a foreign dispatch to a country which does not belong to the UE, the recipient undertakes to bear all customs duties valid in the given country, including customs control fees.
7. In case of a delivery of goods not fulfilling the provisions of the agreement caused by our fault, the customer undertakes to grant us an additional deadline of realization of the order amounting to 2 weeks. In other cases the customer does not have the right to renounce from the contract.
8. Personal collection of goods is not possible.

#### § 6 Damages formed during the transportation

1. Goods delivered to the customer possessing visible damages of packaging or content should be claimed to the forwarder / the haulier. Acceptance of such goods should be refused contact by e-mail, fax or post with Dr Kruse & Marcinow s. c. should be established immediately.
2. Dr. Kruse & Marcinow s. c. should be informed immediately in case of finding hidden defects.
3. Shortening the legally valid deadlines relating to the prescription of claimed damages is not

related with present regulations.

## § 7 Limitation of responsibility

1. Dr. Kruse & Marcinow s. c. bears responsibility for all damages other than these resulting from injuries of the body, health damages and threat of life only in the case, when these damages resulted from acts caused purposely or resulting from gross negligence or infringement by Dr. Kruse & Marcinow s. c. or persons acting in the name of its considerable obligations. Responsibility for damages outside this scope are excluded. The provisions of the German Act on responsibility for the product remain intact.

2. Considering the present state of technique we cannot ensure faultless and permanently accessible communication via internet. We do not incur responsibility for the permanent access to our online system, neither for technical and electronic mistakes created in the process of making the purchase, which do not have any influence on, and in particular for delayed elaboration or acceptance of orders.

Dr. Kruse & Marcinow s. c. makes available on its web pages the links to other sites in the net. All these links are covered with the principle: Dr. Kruse & Marcinow s. c. firmly declares that it has no influence on the appearance and content of these sites. That is why the company also declares that it does not treat the sites were to which links were given on [www.artgeist.com](http://www.artgeist.com) as its property. This declaration relates to all showed links and their contents.

## § 8 The right to renouncement from the conditions of the contract

### BEGINNING OF INSTRUCTION RELATING TO THE POSSIBILITY OF RENOUNCEMENT FROM CONDITIONS OF THE CONTRACT

The right to renouncement from the conditions of the contractThe Customer has the right to renouncement from the provisions of the contract within two weeks in a written form (e.g. letter, fax, email) or by way of returning the ordered goods without the necessity of giving the reasons for the mentioned renouncement. The period of validity begins immediately after the receipt of the present instruction immediately. The condition of keeping the term during which one can renounce from the conditions of the contract is the timely sending of the application of renouncement from the conditions of the contract or the purchased goods. Application of renouncement from the conditions of the contract to should be addressed to:[info@artgeist.com](mailto:info@artgeist.com) Consequences resulting from the renouncement

In case of delivering the correct form of renouncement from the conditions of the purchase contract, used items should be returned. If the customer is not able to return the received goods to us in part or in whole or he will return them in a worsened state, he undertakes to return the value of the goods. This does not concern items returned in a situation where finding the defects could happen exclusively during the conducted control after the receipt of goods – which is possible making a purchase in a traditional shop. Additionally it is possible to avoid the necessity of returning the value of goods if received goods were not used and the same are treated as the customer's property

and when all actions which may lower the value of goods were ceased. The items, which can be packed up in a package, should be returned. The customer undertakes to incur the costs of the return of the dispatch, if the goods delivered were consistent with the order placed, and the price of the item returned does not exceed the amount of EUR40, or in case of a higher amount if the customer did not return this item or did not pay the settled instalment set out in the contract. The customer does not bear the costs of the dispatch in other cases. The goods sent net of dispatch fee can not be accepted. If it's possible, for the returned package the cheapest form of dispatching should be used, in such case such costs will be returned to the customer. Items which cannot be packed up in a package will be collected at the customer's personally. All obligations resulting from the necessity of returning the amount due must be executed by the customer within 30 days from the moment of sending the declaration about renouncement from the contract.

Exceptions If not agreed otherwise, the possibility of renouncement does not exist in case of following contracts:

1. relating to delivery of goods which were prepared and realized at the customer's special order, or which return is not possible because of the propriety of given goods.
2. relating to goods which were ordered and will be used for the purpose of business activities conducted by the customer.

#### THE END OF THE INSTRUCTION RELATING TO THE POSSIBILITIES OF RENOUNCEMENT FROM CONDITIONS OF THE CONTRACT

#### § 9 Warranty

1. The warranty is in force for two years. In case of legal actions in which the consumer does not take part or in case of purchase of used items, the warranty amounts to one year.
2. Dr. Kruse & Marcinow s. c. does not bear responsibility for insignificant deviations of goods delivered from the ones offered. In case of hand made paintings, prints on the canvas, posters, artistic printings and photographs, the insignificant deviations of colours in comparison with standard motives, as well as deviations resulting from different format, quality of paper, material and surface are not technical and entirely possible to be avoided in the process of production. Such deviations do not authorize to file complaints. 3. Materials generally available in the sector are used for the realization of products offered by Dr. Kruse & Marcinow s. c. In case of acrylic paints, prints, paints, materials, resistance to light etc. the responsibility is in force exclusively in the range of the average durability of given products. Ink-jet prints are not waterproof without the execution of additional actions. 4. The customer undertakes to file complaints relating to incorrect deliveries and visible defects of goods within two weeks since the moment of delivery of goods via e-mail, fax or post.
5. The period of warranty amounts to one year and begins on the day of receipt of given goods by the customer.

6. If the purchase of goods is a trade transaction for both parties, the customer is obliged, whenever possible, to check the goods immediately after the receipt. In case of finding defects, the customer should show them immediately. If the customer did not show defects, the goods are considered to have been accepted, unless that defect was not visible during checking the goods. If the defect appears at a later time, it should be notified immediately after detection, otherwise goods are deemed to have been accepted. These settlements do not relate to the situation, when the defect was concealed on purpose, in order to obtain consumer rights it is enough to timely send information about the affirmed defect.

7. If Dr. Kruse & Marcinow s. c. delivers an item free from defects as a supplement of the realization of delivery, it can demand from the customer to return of defective goods according to guidelines of §§ 346 to 348 of the German Civil Code.

8. Damages formed as a result of customer's incorrect actions or actions inconsistent with the contract performed during connecting, operating or storing the goods, do not constitute the basis for filing claims against Dr. Kruse & Marcinow s. c. Actions which are incorrect or inconsistent the contract are defined in information passed by the manufacturer of goods.

#### § 10 Reservation of ownership

1. Delivered goods remain the property of Dr. Kruse & Marcinow s. c. until the moment of paying the full amount.

2. As soon as the customer sells the goods which constitute the property of Dr. Kruse & Marcinow s. c., he undertakes to take over the responsibility for claims resulting from the reservation of ownership. 3. The customer undertakes to immediately report the effort to take over the goods which constitute the property of Dr. Kruse & Marcinow s. c. by third parties.

4. Pledge, transfer of property etc. towards goods constituting the property of the company is possible upon a prior consent of Dr. Kruse & Marcinow s. c. 5. If the customer, breaching the provisions of the contract, is behind with payment and has not made the payment after the receipt of reminders, he undertakes to hand out the goods to Dr. Kruse & Marcinow. The customer bears the costs connected with the return of goods.

#### § 11 Renouncement

1. Dr. Kruse & Marcinow s. c. has the right to the renouncement from the contract, if part of the delivery or service remained realized due to supplying untrue data relating to credit abilities of the customer or if objective reasons appeared resulting from the financial liquidity of the customer and the customer, despite the demands of Dr. Kruse & Marcinow s. c., did not execute a prepayment nor supplied appropriate securities, and also in the case when the customer declared insolvency or the application for opening insolvency proceedings was rejected due to lack of property cover.

2. Regardless of claims of Dr. Kruse & Marcinow s. c. for damages, in case of partial renouncement

from the contract the services realized hitherto must be settled and paid according to actual status as of the day of the renouncement from the contract.

§ 12 Protection of data 1. Personal details of the customer supplied to us (sex, surname and name, address, date of the birth, e-mail address, telephone number, fax number, number of bank account, number of credit card) are processed in accordance to the act on personal data protection valid in Germany. 2. If not necessary for explanations, change or changes in the content of the contract, personal details of the customer supplied to us will be used exclusively for the realization the undersigned purchase-sale contract, for example for the delivery of goods to the indicated address. Using customer's data for advertising or marketing purposes or for preparation of offers by us requires the explicit consent of the customer, who has the possibility to grant consent prior to placing the order, such consent is granted voluntarily and such declaration can be found on our web sites, a renouncement from the granted consent is also possible at every moment. 3. Personal details of the customer supplied to us which are necessary for us to realize the orders placed will be used exclusively for the realization of purchase-sale contracts signed between us. User's details are special features allowing to identify users, defining individual deadlines and the scope of the given use, and also describing telecommunication services used by the customer. User's data will be processed by us for advertising purposes, for execution of market research, in order to improve our telecommunication services and for creation of profiles of users usually appearing under a pseudonym. The customer has the right to refuse his consent for the use of his data in this way. 4. In order to receive additional information, to refuse consent for processing personal data and user's data, this fact should be notified in writing via email, fax or letter to the company Dr. Kruse & Marcinow.

§ 13 Place of the realization of services, jurisdiction of court

1. In case of customers - buyers in the light of the German Commercial Code, Hamburg is acknowledged as the place of realization of services and settling judicial disputes.
2. The provision of item 1 of the present paragraph is also in force in the case when the customer does not possess the status of a buyer and is not subject to any judicial court in the Germany.
3. The law of the Federal Republic of Germany is in force apart from purchase-sale contracts in international law.

§ 14 Copyright

1. Products sold by Dr. Kruse & Marcinow s. c. are subject to copyrights worldwide. The customer or third parties are not authorized to produce, disseminate or publish Dr. Kruse & Marcinow s. c. products.
2. Data of the artist (author / authoress) should be supplied at each use of the work.
3. Each use of work and drawing income from it is possible after the prior written consent of Dr.

Kruse & Marcinow s. c., which is granted exclusively for a definite time and for a defined purpose. The possession of the work or transfer of property - if not otherwise agreed – is not connected to any additional right of use or drawing income in the light of the act about copyright, this principle relates mainly to official exhibitions.

4. Dr. Kruse & Marcinow s. c. reserves the right to the demand appropriate fee for using and drawing the income from work.

5. If regardless of the provision in item 5.2 the consent was given for the organization of official exhibitions, then this consent is 'also granted for current information regarding the given work, this concerns also the right to duplicate the work on posters, invitations and in the Internet as well as in the catalogue prepared for the exhibition.

6. Documents left for use (pictures, slides, texts and others) can be published exclusively under a consent of Dr. Kruse & Marcinow s. c. together with stating the name of the firm [www.artgeist.com](http://www.artgeist.com).

7. Matters relating to consequences born and the right of access are subject to § 25 and § 26 of the Act on copyright.