

## PURCHASE CONTRACT

between

\_\_\_\_\_

hereinafter referred to as "Buyer",

and

\_\_\_\_\_

hereinafter referred to as the "Artist".

### **§ 1 Subject matter of the contract**

The artist sells to the buyer the work of art " \_\_\_\_\_ " (title/description of the work of art), which is his property.

### **§ 2 Purchase price**

The purchase price of the artwork is \_\_\_\_\_ EUR.

It is paid at the conclusion of this contract.

The artist confirms to have received the amount.

In addition, there are the costs for shipping. These will be named to the buyer by the artist and added to the purchase price.

### **§ 3 Packaging, shipping**

The artwork (painting, print, photograph) will be shipped, if possible, as a scroll painting in appropriately protective packaging.

The artwork will be shipped as soon as possible under the most favorable and secure conditions.

The artist will inform the buyer about the cost of shipping and packaging.

The artist confirms that he/she has received the buyer's consent to the shipping method, packaging and insurance.

The artist confirms to have received from the buyer the appropriate amount of money for shipping, packing and insurance.

The shipment will be made after confirmation at the agreed conditions.

See also under §6 Transport.

### **§ 4 Procurement of property and possession**

The artwork will be handed over or sent to the buyer by the artist upon conclusion of the agreement.

Upon receipt, the buyer confirms that he/she has received the artwork.

Both parties agree that with the handover also the ownership is transferred to the buyer.

### **§ 5 Rights of the artist**

The artist remains entitled to prohibit any distortion or other impairment of his/her work that is likely to jeopardize his/her legitimate intellectual or personal interests in the work.

The buyer is entitled to give the work to a museum or similar institution for the purpose of holding an exhibition or to use it in public, for example by hanging it in a building accessible to the public.

The work has been included in the corresponding catalog raisonné.

The artist must always be identified as the author.

## **§ 6 Warranty, settlement by kukutana**

The artist assures that the work of art is free of third party rights and in particular that it is his/her unrestricted property.

The buyer has seen the artwork in a recent photograph and has decided to purchase the artwork in question based on the photograph and the corresponding description of the artist.

The artist assures that he/she is not aware of any hidden defects.

There is no warranty claim.

The processing of the transaction (communication with the artist and transfer of the payment(s) abroad (African continent, foreign account) can be handled by kukutana. The payments are normally processed via the payment service PayPal, as this is cost-neutral.

The buyer transfers the purchase amount to the account of kukutana. Kukutana then transfers the amount to the artist. Transfer costs may be incurred if the artist does not have a PayPal account. These will be invoiced. Alternatively, modern money transfer apps are used, which are cheaper than bank transfers and just as secure.

## **§ 6 Transport, insurance**

The costs of transport and the risk of damage or loss of the work of art during transport shall be borne by the buyer.

The transport in the best possible and protective, safe packaging is done to the best of the artist's knowledge and belief.

Insurance against corresponding damage can be taken out via the transport company. The costs are borne by the buyer after naming the amount and positive decision.

## **§ 7 Resale, cancellation, payment**

The artwork can be offered for sale again and free of charge at any time after receipt/acquisition via kukutana.

Also, if the artwork has not yet been shipped, the purchase can be canceled. Amounts already paid will be refunded and returned.

Each payment is made in euros.

## **§ 8 Other**

The place of performance for payments is the artist's registered office.

The place of performance for the handover and thus transfer of ownership of the object of purchase is the registered office of the purchaser.

Insofar as this Agreement applies, the entire legal relationship between the Parties shall be governed by the German law applicable to domestic legal relationships.

The place of jurisdiction is, as far as permissible, the registered office of the purchaser.

*Severability clause:*

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

**Place, Date:** \_\_\_\_\_

**Signature artist (seller)**

\_\_\_\_\_

**Place, Date:** \_\_\_\_\_

**Signature buyer**

\_\_\_\_\_