

## General terms and conditions of sale

### Acquisition of original artworks through the mediation of kukutana between artist and buyer

#### 1. Scope

- 1.1 These terms and conditions of sale apply to the brokerage of artworks by African artists\*, which come about between a buyer and the artist through the mediation of kukutana.
- 1.2 These Terms and Conditions of Sale shall apply to all future transactions with the Purchaser as a natural person or legal entity.
- 1.3 Individual agreements made with the Buyer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

#### 2. Offer and conclusion of contract

If an order is to be considered as an offer according to § 145 BGB, it will be processed immediately: it will be confirmed, both parties will be informed about the further, purchase price (including transport, share kukutana, possible framing) will be stated and confirmed.

#### 3. Handed over documents

We reserve the property rights and copyrights to all documents provided to the purchaser in connection with the placing of the order - also in electronic form - such as calculations, drawings, etc.. These documents may not be made accessible to third parties unless we give our express written consent to do so. Insofar as we do not accept the orderer's offer within the period set forth in Section 2, these documents shall be returned to us without delay.

#### 4. Prices and payment

- 4.1 The price finally stated and agreed between the parties is understood as the final price of the mediation process. It includes the purchase price of the artwork, the cost of packaging and transportation.

Value added tax is not charged by kukutana. Possible customs duties or import taxes are borne by the buyer.

- 4.2 Payment of the purchase price shall be made exclusively to the account specified on the website.
- 4.3 The purchase price is due as an advance payment. Once the amount is received on the account of kukutana, the artist will be notified and send the artwork to the buyer. As soon as the buyer confirms the proper receipt, the amount for the artwork and the transport costs will be transferred to the artist.

## **5. Delivery time**

- 5.1 The delivery time depends on the transit time of the shipment from African countries to Germany/Europe. This varies greatly. The shipping is equipped with a tracking option, so that the shipping route and the shipping time can be controlled. Thus, the shipment is also insured against loss.
- 5.2 The buyer accepts the fact that shipping from African countries may take longer.
- 5.3 A delay in delivery is the responsibility of the respective transport company (DHL, UPS, ...).

## **6. Warranty and notice of defects as well as recourse/manufacturer recourse**

- 6.1 Warranty rights of the Purchaser require that the Purchaser has duly complied with its obligations to inspect the goods and to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).
- 6.2 Claims for defects shall become time-barred 3 months after delivery of the goods supplied by us to our customer. Prior to any return of the goods, the consent of kukutana must be obtained.
- 6.3 If, despite all the care taken, the delivered goods have a defect, kukutana will take back the goods, subject to timely notice of defects. The work of art will be returned to the artist at the expense of the purchaser. If the artist confirms that his work has been received intact, the original purchase amount of the work (excluding transportation costs and kukutana's percentage share) will be returned to the buyer.
- 6.4 Claims for return or defects do not exist in the event that the buyer does not like the product.

## **7. Image rights**

- 7.1 The acquisition of the work of art does not imply any copyright.

- 7.2 The right of use (such as use of an image of the picture for advertising purposes) requires the permission of the artist.
- 7.3 The buyer acquires the right to exhibit with the purchase.
- 7.4 The work may be resold by the buyer at any time.

## 8. Other

- 8.1 This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 8.2 The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is Berlin.
- 8.3 All agreements made between the Parties for the purpose of executing this Agreement are set forth in writing in this Agreement.

## 9. Dispute Resolution

The EU Commission has created an Internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More detailed information is available at the following link:

<http://ec.europa.eu/consumers/odr>. We are willing to participate in a dispute resolution procedure before a consumer arbitration board for the resolution of disputes with consumers or are obliged to do so in accordance with XXX (specify legal norm or contractual agreement). The competent consumer arbitration board is: Universalschlichtungsstelle des Bundes Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de). In order to settle the aforementioned disputes, we will participate in a dispute resolution procedure before this body.

*Berlin, June 2022*