

Standard Terms and Conditions for the Sale of my Daily Paintings

(only translation for your better understanding)

§ 1 Conclusion of the contract

I am selling my daily paintings to the highest bidder.

1) Bids can only be made during the auction time. The auction time is starting when I post my respective daily painting in my blog <http://www.claudiawolfrath.blogspot.com>.

The auction time ends at 7 p.m. CET (Berlin, Germany) of the day following the publication of my daily painting.

2) Your bid is made by writing an email to auction@claudiawolfrath.com. In this email, you shall indicate your first name and your family name, your address (no post office box), your email address, your telephone number and your shipping address. In this respect, you shall provide correct and complete information.

3) Bidding is based on hidden offers. You may inquire about the current highest bid by email. However, you have no right of information on the current highest bid.

4) The lowest bid is 150 Euro. Only bids referring to full Euro sums are accepted. Your bid is binding for you. Also bids which are lower than the lowest bid or which do refer to full Euro sums are binding for you. However, I am free to decline such bids.

5) When the auction time has expired, the contract is concluded with the highest bidder. The relevant price is the Purchasing Price defined in sec. 3 of my Terms and Conditions for the Sale of my Daily Paintings. In case that after the expiration of the action time, there are several equally high bids the contract is concluded with the bidder who made the earliest bid.

6) To the highest bidder, I confirm the purchase by email (Confirmation Email).

§ 2 Right of revocation, consequences of revocation

You have a right of revocation according to sec. 312d paragraph 1 of the German Civil Code:

Information on your right of revocation

1) Right of revocation

You may declare the revocation of your contractual statement in text form (e.g. letter, email) or – if my daily painting was sent to you before the expiration of the revocation deadline – by returning my daily painting without indicating any reasons for the revocation within a period of one month. The revocation deadline is starting the day following your receipt of my daily painting and this information on your right of revocation in text form. However, in any case, the revocation deadline is not starting before the receipt of my daily painting by the recipient and not before I have fulfilled my information obligations according to sec. 312c paragraph 2 of the German Civil Code, sec. 1 paragraphs 1, 2 of the German Civil Code Information Ordinance and my obligations according to sec. 312e paragraph 1 sentence 1 of the German Civil Code, sec. 3 of the German Civil Code Information Ordinance. The revocation deadline shall be deemed to be observed by the timely dispatch of the declaration of revocation or the return shipment of my daily painting.

Your revocation is to be addressed to:

By mail or by return shipment of my daily painting:

Claudia Wolfrath

Adamstr. 7

80636 München

Deutschland / Germany

By email:

sales@claudiawolfrath.com

2) Consequences of revocation

If you validly revoke the contract, you and I shall mutually retribute all received performances and – if applicable – all emoluments taken (e.g. interest). If you are unable – wholly or in part - to retribute my daily painting or if you can only retribute it in a deteriorated condition then you shall compensate its lost value. This does not apply if the deterioration is exclusively due to your examination of my daily painting – for example an examination of the kind which would be possible in a retail store. If the deterioration is due to your use of my daily painting as intended by this contract, you are also not obliged to compensate its lost value. You shall send back my daily painting at my risk.

You shall bear the costs of the return shipment if the daily painting delivered corresponds to the one you ordered and if the price of my daily painting to be restituted does not exceed the amount of 40 Euro or – in the case of a higher price – if at the time of your revocation, you have not yet made your payment – wholly or in part. Otherwise, for you, the return shipment is free of charge. All obligations to reimburse payments must be fulfilled within 30 days. For you, the reimbursement deadline is starting when despatching your revocation declaration or my daily painting. For me, the reimbursement deadline is starting when receiving your revocation declaration or my daily painting.

Yours sincerely Claudia Wolfrath.

§ 3 Purchasing Price

The Purchasing Price comprises the highest bid and the shipping costs.

1) The Purchasing Price includes the value added tax (if applicable) and the packaging costs.

2) Shipping costs

(a) I ship my daily pictures by DHL, DPD, Hermes and GLS, category: packets up to 10 kg, store price.

The costs for shipping within the Federal Republic of Germany amount to 6.90 Euro.

The costs for shipping to any foreign vary between 10,90 and 45.00 Euro. For example, the costs for shipping to the US are 35.00 Euro.

The exact postage costs you will receive in the Confirmation E-mail or advance on request.

For more information, please click on

<http://www.dhl.de>

<http://www.dpd.com/de/>

<http://www.gls-group.eu/>

<http://privatpaketservice.hlg.de/>

(b) If requested, I can send my daily painting by courier. In this case, you shall pay the courier fees due in your specific case.

(c) I am not able to ship my daily painting to packaging stations or post office boxes. Shipping is obligatory. It is not possible to pick up my daily painting e.g. at my studio.

(d) In case that customs duties are due, such duties shall be paid by you.

§ 4 Payment arrangements

1) You can pay by bank transfer or by paypal. The account or the PayPal link you receive in the Confirmation Email. You shall pay any banking fees, in particular when transferring the money from a foreign country.

2) You shall pay the Purchasing Price two weeks after receiving my Confirmation Email at the latest. Partial payments are not accepted.

§ 5 Restrictions of participating in other auctions

1) You can participate in other auctions even if you have already bought other daily paintings and if you have not yet fully paid the respective Purchasing Price. In these cases, your bids are binding for you. However, I am free to decline such bids.

2) This restriction also applies if you have already bought other paintings, and have fully but not timely paid the respective Purchasing Price.

3) This restriction also applies if you have already participated in other auctions and if in your bid, you provided incomplete or incorrect information, if you infringed legal provisions or if I have any other valid interest, namely in protecting me against fraudulent practices.

§ 6 Description of the material used and warranty

1) I paint my daily paintings with professional artist oil colours on different painting boards or canvas. Sometimes, I realize my ideas by applying a mixing technique or with pastel chalk. The respective information is indicated below each daily painting. The size of my daily paintings is 20 x 20 cm/ 7.87 x 7.87 inch each.

2) In my blog, I can only post photos of my daily paintings. Possible colour differences from the original painting are due to the photographic technique and do not constitute a defect leading to a warranty.

§ 7 Shipping after advance payment, shipping time

1) I ship my daily painting after your advance payment.

2) Please understand that my daily painting has to dry before I am able to deliver it. Usually, this is the case six weeks after posting the respective painting on my blog (shipping time).

§ 8 Copyright

1) By selling my daily painting, I do not transfer the respective copyrights (sec. 44 paragraph 1 of the German Copyright Code). If you sell my daily painting to any other person, the provision of sec. 26 of the German Copyright Code concerning resale rights applies.

2) For reasons of documentation, I take photos of my daily painting before shipment.

§ 9 Data protection

I shall keep your personal data confidential and without authorization, I shall not transfer them to any third party.

§ 10 Miscellaneous provisions

1) This contract and all legal relations of the parties are governed by and construed in accordance with the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The language of this contract and the language relevant for the interpretation of this contract is German.

2) If you do not have any general venue in the Federal Republic of Germany and if you have no domicile in the territory of a member state of the European Union, the venue for all disputes according to this contract is Munich.

3) All agreements between you and me regarding the execution of this contract are set out in writing in this contract.

4) If any provisions of this contract are invalid or become invalid or if they contain a gap, the other provisions shall remain valid. Instead of the invalid provision or the gap, you and I shall agree on a legally valid provision which most adequately meets with the economic intention of the invalid provision or fills the gap.