

**Terms and conditions**

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**1. General 1.1**

This is the homepage of the artist's Marlene and Rudolf Schauer company Rudi's Künstlerwerkstatt. Goal of this page is the presentation as well as the offering of the art - work of the artists Rudolf and Marlene Schauer. The art - articles are located at the artist's studio, in galleries or at ongoing exhibitions.

1.2  
 All contractual arrangements between Rudi's Künstlerwerkstatt and their costumers exclusively underlie general trading conditions of Rudi's Künstlerwerkstatt. Different regulations are not accepted, but writing confirmed contracts of Rudi's Künstlerwerkstatt.

**2. Contract conclusion 2.1**

The offered products represented on this homepage or in other media by Rudi's Künstlerwerkstatt are not obligatory offered for sale. However, a binding commission is a order by the customer. Rudi's Künstlerwerkstatt can accept the order by forwarding a confirmation of the order or also by the fact, that the ordered product was delivered.

2.2  
 The order is possible by using the homepage - ordering - utility, Mail (written), telephone - call or by e-Mail.

2.3  
 The customer is to tell the required data (name, address, etc...) truly and completely. Otherwise the customer has to replace the developing damage.

2.4  
 If there is a concluded contract with Rudi's Künstlerwerkstatt the customer is supposed to pay as soon as possible. If this isn't complied Rudi's Künstlerwerkstatt will be entitle to assert the arisen damage.

**3. Prices, costs 3.1**

Orders by the customers are only accepted by the recent prices and conditions. If the customer has special wishes which are not offered explicitly by the artists, prepayment of 30 % will be necessary.

3.2  
 Forwarding - expenses have to be added to all quoted prices. VAT is still included to all quoted prices because of the size of the company.

3.3  
 When this default values are exceeded (e.g. exportation, delivery of extreme sensitive goods) special agreements will be made.

3.4  
**We accept only prepayment. Bank transfer, PayPal and American Express Travelers Cheques**

**Forwarding expenses within Europe: 9 EURO**

**Consignments of goods outside of Europe and into the USA:**

**In case of a purchase with an entire - order - value below 80 EURO forwarding expenses will be charged for the shipment.**

**Starting from 80 Euro order - value the customer will only take a holding of 15 Euro of the total forwarding expenses.**

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**4. Cancellation, Right of restitution 4.1**

**Within 14 days after receiving the confirmation of the order the contract can be cancelled without giving any reasons. The cancellation has to be written (by Mail or e-Mail).**

4.2  
**Within 14 days after receiving the product, it is possible to send it back to the address of Rudi's Künstlerwerkstatt. Risks and costs of this shipment are bewared by the customer.**

**A general right of restriction can't be granted for special wishes of the customer which are not offered explicitly by the artist's homepage.**

4.3  
**Through timely cancellation or restitution the customer isn't bond to the contract of Rudi's Künstlerwerkstatt anymore. Rudi's Künstlerwerkstatt reimburses the purchase price.**

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**5. Supply, delivery - time, forwarding expenses 5.1**

Rudi's Künstlerwerkstatt is endeavoured to the fastest possible shipment. The contract can be cancelled for a shipment within Europe if the delivery wasn't possible within four weeks after confirming the order.

5.2  
 The place of performance is the position where the product is stored at Rudi's Künstlerwerkstatt.

5.3  
 If Rudi's Künstlerwerkstatt wasn't able to supply because of causes Rudi's Künstlerwerkstatt isn't responsible for Rudi's Künstlerwerkstatt and the customer would be able to cancel the contract. In this case, Rudi's Künstlerwerkstatt will inform the customer as soon as possible about such a situation.

5.4  
 Products, which have been lost or damaged during the delivery are to report at the carrier immediately. If this was forgotten, the customer would have to bear the financial damage.

5.5  
 Product's delivery is at customers own risk. This circumstance won't change if products are delivered by Rudi's Künstlerwerkstatt own vehicles.

5.6  
 Risk of delivery will be at customers own when the product leaves the chair of Rudi's Künstlerwerkstatt or when the delivery is delayed because of an order of the customer, although the product could be delivered.

5.7  
 Transportation - damages or loss of the articles are not covered by Rudi's Künstlerwerkstatt.

5.8  
 It's up to Rudi's Künstlerwerkstatt to decide the kind of shipment.

**6. Guarantee 6.1**

Descriptions of characteristics for products of Rudi's Künstlerwerkstatt represent no warranty.

6.2  
 The coloured appearance of the pictures, the format and the surface - quality of the products listed by Rudi's Künstlerwerkstatt in the web are no nominal values of the products.

6.3  
 If the products characteristics changes because of using it (e.g. in a fight) Rudi's Künstlerwerkstatt will not be liable, except the product was misdescribed.

**7. Liability 7.1**

Claims for compensations or damages (in the following called "claims for damages") no matter what the matter of law is, especially because of violation of obligations of an obligation and because of prohibited actions are impossible. Rudi's Künstlerwerkstatt is especially not responsible for missed profit or other financial damages of the party to a contract.

7.2  
Claims for damages of the customer which is no consumer is excluded in case of a delay in performance of Rudi's Künstlerwerkstatt, in case of an impossibility of Rudi's Künstlerwerkstatt to perform, in case of easy - negligent violation of substantial contract - obligations as well as negligent violation of contract - obligation by simple executing aides like no legal representatives or leading employees.

7.3  
As far as the liability of Rudi's Künstlerwerkstatt is excluded or limited the personal liability of their employees, coworkers, legal representatives and executive aides is also excluded or limited.

**8. Reservation of title**

Rudi's Künstlerwerkstatt's products are property of Rudi's Künstlerwerkstatt by that time the purchased price is completely paid.

**9. Copyright 9.1**

All products, services and other contents of Rudi's Künstlerwerkstatt represented in the web or by other media, especially photos of the artwork are subject to the copyright. Only the German copyright - law is effective.

9.2  
Each use and utilization for purposes other than originally intended by the restricted legal borders, especially German copyright - law is inadmissible and might be punishable without written agreement of Rudi's Künstlerwerkstatt. In particular utilization for commercial purposes is not permitted.

9.3  
It is inadmissible to duplicate products, photos, data or other contents, the reproduction in any way without written permission of Rudi's Künstlerwerkstatt. This expressly applies also to the further electronic use - also in changed form -, to presentations collecting mains, the consideration, duplication, transmission and storage of published data.

**10. Care of particulars 10.1**

Rudi's Künstlerwerkstatt commits itself to take care of the privacy and the particulars of customer's data. Particulars are raised, compiled and used according to the strict regulations of the German data protection law.

10.2  
Rudi's Künstlerwerkstatt uses customer's particulars only for the execution of orders and inquiries, to inform the customer about changes in the web - page, service and interesting offers. Rudi's Künstlerwerkstatt sells no particulars and does not relinquish these to third parties, except partners like carriers etc., which support Rudi's Künstlerwerkstatt by the execution of the order or other inquiries.

10.3  
Rudi's Künstlerwerkstatt wouldn't be liable for data - damage or damage caused by data - abuse because of criminal penetration in computers of Rudi's Künstlerwerkstatt. However, Rudi's Künstlerwerkstatt commits itself to use protective measures so far it's reasonable for Rudi's Künstlerwerkstatt.

**11. Right of detention / Compensation 11.1**

The customer is only able to compensate claims of Rudi's Künstlerwerkstatt if the customer has undisputed, judicially as valid determined demands.

11.2  
A right of detention of the customer against demands of Rudi's Künstlerwerkstatt is only valid, if the right of detention of the customer is judicially determined as valid.

**12. Place of performance / legal venue / applicable right 12.1**

Legal venue is - as far as legal valid - 83410 Laufen, Germany. Rudi's Künstlerwerkstatt is able to sue at the legal venue of the customer, too.

12.2  
Same is valid if the suing party is no full trader and the place of residence is or is transferred outside of law's jurisdiction after a contract was concluded or the present place of residence is unknown at this time - point when law - suit is coming into force.

12.3  
Domicile of the contracting parties for the purpose of a law - suite is 83410 Laufen, Germany.

12.4  
German law under exclusion of UN - purchase - law is valid but article 29 of import - law of the BGB (special German law) is not effected. This law is valid for costumers outside of Germany, too.

**13 Writing 13.1**

Changes, additions and special agreements of these general conditions as well as single contracts have to be written for it's validity.

13.2  
The requirement of written documents can only be cancelled by an written document.

**14 Other / Salvatory clause**

If a part of these general trading conditions was invalid the rest of these general trading conditions wouldn't be invalid. The invalid part would be replaced by a legal valid part which is most similar in a legal way to the invalid one. Same would be applied for any regulations - gaps.

**15 Translation**

These general trading conditions are a translation of the German general trading conditions (see web - page, AGB). In case of doubt or translation - mistakes the German version is valid.  
(as at 10/01/2006)