

**General Terms and Conditions  
Two Palms, New York (USA)**

**§ 1 Scope of Application**

**1.1** The business relationship between „Two Palms Press, Inc.“, 476 Broadway, 3rd Floor NY 10013, New York , USA, represented by their business manager Evelyn Lasry (hereinafter “**us**” or “**we**”) and you as user of the gallery operated by fineartmultiple platform (hereinafter “**FAM**”) (hereinafter “**gallery**”) shall be governed exclusively by these General Terms and Conditions (GTC) of business in the version valid at the time the order is placed. All other terms and conditions of the user/customer that may differ from those specified here shall not be recognized unless expressly agreed upon in writing.

**§ 2 Conclusion of Contract in Connection with the Purchase of Works of Art and Objects**

**2.1** The presentation of editions, multiples and other works (hereinafter “**works**”) in our gallery on the FAM Platform does not constitute a legally binding offer; it is a non-binding online catalog (so-called “*invitatio ad offerendum*”).

**2.2** By clicking the button to confirm purchase you submit a binding offer to purchase the goods included in the shopping cart (order). FAM is authorized by us to receive your offer to purchase the goods.

**2.3** You will receive notification of your order via email (“order notification”) directly after placing your order. The order notification does not constitute the seller’s acceptance of the contract; it informs you that your order has been received.

**2.4** On behalf of and in the name of the seller, FAM accepts your order by sending you an email confirmation (“order confirmation”) on behalf of the relevant contract partner (“seller”) within fourteen (14) business days (“conclusion of contract”). The seller has authorized FAM to accept offers to purchase the goods. The seller always reserves the right to accept your offer to conclude a purchase contract.

**§ 3 Prices and Shipping Costs**

**3.1** All prices for the works are inclusive of VAT and, if applicable, royalties according to § 26 of the German Copyright Act.

**3.2** Any additional costs for delivery will be noted separately. If necessary, additional shipping costs, import duties and taxes will also apply.

**3.3** For several orders placed at the same time, it cannot be excluded that these orders will be fulfilled by multiple deliveries. In this event, you will not incur any additional costs.

**3.4 Please note that cross-border deliveries are subject to opening and inspection by customs authorities and that you will be deemed the importer for your orders and must comply with all**

**laws and regulations of the country into which you intend to import the objects.**

#### **§ 4 Terms of Payment and Compensation**

**4.1** The total price is due immediately upon confirmation of your contract. FAM is authorized by us to collect the purchase price from you on our behalf and relay the payment to us.

**4.2** You may pay the total purchase amount with the payment options of your choice as indicated on the FAM platform.

**4.3** You are not entitled to compensation unless your counterclaims are legally binding or undisputed.

**4.4** We retain the title to each delivered work until full payment has been received.

#### **§ 5 Terms of Delivery**

**5.1** Works will be delivered within 21-30 business days following conclusion of the contract.

**5.2** Unless otherwise agreed, delivery is made to the address specified by the customer. If delivery is made through a shipping company, we or the company we contract will contact the customer to set up a specific delivery date. Accordingly, the customer must provide the rightful telephone number and/or an email address utilized during FAM membership registration.

**5.3** If delivery to the customer is not possible, either because the work to be delivered will not fit through the customer's entrance door, front door or staircase, or because the customer is not at the delivery address provided, even though the delivery time was announced to the customer with reasonable notice, the customer is liable for the costs of the unsuccessful delivery.

**5.4** If the customer has ordered several works at the same time, each of these orders represents an individual contract, and the deliveries will take place separately; we retain the right, however, to combine such orders into a single delivery. In this case, no additional costs will be incurred.

**5.5** For works valued at 25,000 EUR and above, we work exclusively with an art shipping company that shall also be responsible for handling delivery in such cases (see section 6.2). For more information please go to URL <http://fineartmultiple.com/faq/>.

#### **§ 6 Insurance, Packaging**

**6.1** Works you purchase from us on the FAM platform are shipped with FAM's transportation insurance.

**6.2** Works purchased from us are properly packaged to allow for safe shipping.

#### **§ 7 Warranty, Proper Handling of the Works**

**7.1** Variation in color and size from the images on the Internet are possible and do not constitute defects.

**7.2** Similarly, works—in particular photographs—are environment-dependent. Their appearance and coloration are subject to change and fading. Such irreversible, process-specific changes do not constitute defects and are therefore excluded from all warranty claims.

**7.3** Otherwise, the statutory warranty period for a defective work is two (2) years and conforms to warranty regulations as specified by law.

**7.4** Excluded from the warranty are defects that are due to natural wear and tear, abuse or improper handling and lack of improper maintenance or storage of the work(s). **In this context, we draw your attention to the following:**

**The works are highly prone to scratching and staining! Extra care must always be taken when handling a work. Removing it from the provided packaging without gloves can result in the complete loss of a work and therefore making you liable to pay compensation (e.g. if a thumbprint is visible; the so-called “moon”). To avoid damages, always use the gloves provided or an equivalent form of protection when handling works.**

**Photographs, prints and other works may not be exposed to sunlight either directly or in part, installed over heating ducts or radiators, or subjected to humidity levels exceeding those of the typical living space. Accordingly, photographs, prints and other works are not suitable for outdoor areas, basements, bathrooms and kitchens.**

## **§ 8 Liability**

**8.1** We only assume unlimited liability for willful misconduct and gross negligence.

**8.2** In cases of simple negligence, we only assume liability—except in cases of injury to life, body or health—if we have violated essential contractual obligations (cardinal obligations), although liability is limited to typical and foreseeable damages. Cardinal obligations are deemed to mean those obligations that the agreement imposes upon a party to the agreement in accordance with the sense and purpose of the agreement, or those obligations with which compliance actually makes it possible to properly execute the agreement and upon which compliance a party to the agreement may duly rely.

**8.3** The aforementioned limitations or exclusions of liability do not apply in the case of liability required by law or liability arising from a contractually assumed no fault-related guarantee.

**8.4** The aforementioned liability provisions also apply to our agents and legal representatives. They apply to all contractual and legal claims, including those based on fraudulent behavior.

## **§ 9 Applicable Law and Jurisdiction**

**9.1** US law applies; the UN Sales Convention is excluded. If you are the customer placing the order and your habitual residence is located in another country at the time of the order, the implementation of the mandatory legal provisions of that country remains unaffected by the choice of law specified in the first sentence.

**9.2** It is agreed that New York, USA, is the legal place of jurisdiction provided that the customer is a merchant as defined in the German Commercial Code, or a person without a permanent place of residence in Germany, or if the domicile or habitual residence of the customer is not known at the time legal action is filed.

## **§ 10 Severability Clause / Modification of the Conditions**

**10.1** We reserve the right to make changes to our website, regulations and conditions, including these conditions of sale at any time. The conditions of sale, terms of contract and general terms and conditions of business that are in effect at the time the order is placed are applicable to your order, unless a modification of these conditions is due to a law or official order (in this case the modifications also apply to the orders that you have made previously).

**10.2** If any provision of these GTC is wholly or partially invalid or unenforceable, or should these GTC include gaps, the validity of the remaining provisions of this GTC is unaffected. The invalid or unenforceable term is to be replaced, where possible, by statutory provisions. The same applies in the case of regulatory gaps.

**Status: December 2015**