

German Art Gallery

Terms and Conditions

1. Terms and Conditions for New Customers

Dear visitors,

The catalogue that you wish to access has been produced exclusively for the customers of German Art Gallery and interested appropriate public collections and museums. A small section of our gallery includes art with images of National Socialist political leaders and/or National Socialist symbols. It is only possible to view this section of our gallery in compliance with Articles 86 and 86a of the German Penal Code and in compliance with Article 137c, d and e of the Dutch Penal Code.

In order to fulfil those legal requirements, we kindly ask you to register and to create a personal password. German Art Gallery is a reputable, international gallery for historical objects of art and we are aware of our responsibility for objects of contemporary German history. We are committed to taking the utmost care and caution in acting as an intermediary for them.

German Art Gallery procures objects of contemporary German history only under strict conditions that apply to museums, archives and serious collectors. By doing so, we offer an indispensable and important service, namely providing museums and collections with an opportunity to purchase historical art. This leads to a better understanding of the period and helps to prevent similar events from happening again. Transparency will lead to a better understanding of the historic context and it contributes to the quality of the public discussion of the Second World War.

Visitors and customers must assure us of their aforementioned strict compliance with Articles 86 and 86a of the German Penal Code and Article 137c, d and e of the Dutch Penal Code, and that the items pictured on this website, are being acquired exclusively for the purposes of civic education, art, science, research, defence against unconstitutional acts, teaching, the reporting on the historical background, or the history, or for similar purposes within the meaning of Articles 86 and 86a of the German Penal Code, which also applies to duplicating or making copies of these items.

Duplicates and copies may only be made for private purposes, and may not be passed on to third parties; thus, they may under no circumstances be used to by-pass the aforementioned provisions of the German Penal Code. Further, originals, duplicates and copies may not be used for deliberately insulting a group of people because of their race, their religion or belief or for inciting hate against or discrimination of people

because of their race, their religion, or their belief, according to Article 137c, d and e of the Dutch Penal Code.

The pictures on this website (in the general section and the special section) represent, as regards their composition and the description, as well as the combination described, a protected product. Insofar, German Art Gallery offers the items exclusively under the aforementioned conditions, whereby the acceptor of the offer by German Art Gallery expressly accepts the General Terms & Conditions, as well as the aforementioned Terms and Conditions for New Customers and -insofar as legally permissible- waives the right of appeal.

German museums are treated as preferred buyers and are offered a discount.

2. General Terms and Conditions

Dear customers,

The following General Terms and Conditions are the legal basis for the complete business transactions and concluded agreements between the customer and German Art Gallery. By accessing the data of our website, and/or ordering, you demonstrate that you do accept the General Terms and Conditions.

All presented objects are contemporary originals if not otherwise described, and in the condition as stated. We have defined four categories: I = Excellent Condition; II = Good, with minor flaws; III = Fair; IV = Poor.

All offers and descriptions are correct to the best of our knowledge. Under no circumstances is German Art Gallery bound by any statement, including, but not limited to, statements concerning the author of an artwork, its origin, date, age, authenticity, source, previous ownership, provenance or condition, unless this statement is incorporated in a written contract. German Art Gallery shall make any statement about any artwork, whether orally or in writing, concerning, for example, the authorship, origin, date, age, authenticity, source, previous ownership, provenance and condition of an artwork, to the best of its knowledge, with due observance of the rules of expertise and good professional conduct. German Art Gallery recommends the customer to seek advice on these matters from independent professional advisors. No statement made by German Art Gallery about any artwork, whether orally or in writing, concerning, for example, authorship, origin, date, age, authenticity, source, previous ownership, provenance and condition of an artwork, shall ever imply any guarantee on behalf of

German Art Gallery, unless explicitly stated otherwise. Unless an explicit guarantee has been given, these statements are of an aleatory nature, as it lies within the nature of the artworks for sale at German Art Gallery that the knowledge about, and qualities of, the artworks may change due to new insights based for example on later developments in research or technology.

The customer accepts the artwork in the actual state at the time of purchase. The customer accepts the qualities of the artwork that were known or reasonably should have been known at the time of the sale. German Art Gallery shall make any statement, whether oral or in writing, concerning the physical nature or condition of an artwork, to the best of its knowledge, with due observance of the rules of expertise and good professional conduct. The nature of the artworks for sale at German Art Gallery is such that it is likely they have been the subject of (professional) restoration and/or repair. German Art Gallery recommends that the customer seeks advice on these matters from independent professional advisors.

The prices mentioned on the site of German Art Gallery are final. We explicitly stress that German Art Gallery applies the fiscal Marginscheme. Therefore we do not, nor are we allowed to, state the VAT amount on our invoices.

Extra costs in individual cases of cross-border deliveries -such as, for example, additional taxes, charges and/or customs duties- are to be paid by the customer.

The offered art is property of German Art Gallery until the customer has paid in full.

Orders placed are executed chronologically. Orders by telephone call are accepted, confirmation by mail is recommended. A definitive contract is only concluded when German Art Gallery has explicitly confirmed the order of the customer in text form.

The delivery will be initiated only after pre-payment is received. In some special cases items can be delivered per invoice to well-known business partners but only according to a preceding agreement.

The invoice amount is due after 14 days as per account. If payment has not been received within 14 days, German Art Gallery has the right to cancel the contract without any obligation, or further obligations. In such case German Art Gallery maintains the right to claim damages for default.

Many of the photos on this website are pictures from postcards or original art prints ('Kunstdrucke'), which -according to Article 58 of the Copyright Act of 9 September 1965 (Federal Law Gazette Part I, p. 1273), as last amended by Article 83 of the Act of 17 December 2008 (Federal Law Gazette Part I, p. 2586)- German Art Gallery offers for sale. Prices on request.

Shipment is generally made by Fedex or UPS. Transportation costs are not included in the items' prices.

Risk and responsibility for the artwork (including frames) passes to the customer upon the moment of the explicit acceptance of an offer of customer by German Art Gallery. German Art Gallery shall not be liable towards the customer for any loss, damage, or theft -with or without forcible entry- irrespective of the nature or the cause thereof, of an artwork already sold but not yet delivered, except if this loss, damage or theft is covered by the insurance taken by German Art Gallery, or in the case of gross negligence on the part of German Art Gallery.

The relation between customer and/or other third parties and German Art Gallery shall be exclusively governed by Dutch law. All disputes arising relating to any legal relationship governed by these Terms and Conditions, shall be presided over by the relevant Dutch courts. The location of any sale made by German Art Gallery is set as The Netherlands, and the date of any sale made by German Art Gallery is set as the date mentioned on the invoice.

-1 January 2022-