

General Terms and Conditions

Sprengel Museum Hannover

§1 Area of Applicability

The following general terms and conditions (referred to hereafter as “AGB“) apply to all business conducted between Lower Saxony’s capital of Hanover, the Sprengel Museum (referred to hereafter as the “Sprengel Museum Hannover“) and their customers in each instance when a contract is settled in its binding form to date. The rules in this AGB are the only ones that are applicable. Violation or non-compliance of the AGB by the customer will not be respected unless the Sprengel Museum Hannover explicitly, in that precise situation, gave its agreement in writing.

§2 Conclusion of Contract

Online offers presented by the Sprengel Museum Hannover are on a non-binding, tentative basis. A customer’s order is a binding arrangement in accordance with §145 BGB. By confirming the order, the customer has not yet fulfilled the conditions of a contractual agreement. The acceptance of this explanation follows conditional on availability and subject to delivery within two weeks. An explanation of acceptance by the Sprengel Museum Hannover is not necessary as the customer forgoes all need for access to such as stated in §151 S1 BGB. Should a product that has been ordered not be available, the customer will be informed immediately.

§3 Delivery

The Sprengel Museum Hannover will have products ordered delivered to the address given by the customer forthwith. Information about delivery deadlines apply only when these have been expressly confirmed by the Sprengel Museum Hannover. Should delivery of goods be delayed longer than the agreed upon time, the customer can set a reasonable time limit for the Sprengel Museum Hannover to ensure that the goods are delivered. This period cannot be less than two weeks.

All risks regular to transport are the customer’s liability once the Sprengel Museum Hannover has passed on the goods to the freight company.

§4 Reservation of Propriety Rights

In all contracts with customers, it is clearly stated that the Sprengel Museum Hannover retains propriety rights of goods until full payment of the retail price of the goods delivered has been made. In contracts with commercial enterprises, the Sprengel Museum Hannover retains all rights of propriety until all payments have been received according to the agreement made with that business partner.

§5 Conditions of Payment

The Sprengel Museum Hannover only accepts payment by bank transfer. An invoice will be sent out when the merchandise is transported, as agreed. The terms of payment on the invoice apply. In exceptional cases, transport costs will be at the cost of the customer unless another method is agreed in advance. The customer may only offset, if and when he or she is entitled to do so, a legal counterclaim when clear reason to do so is evident or in agreement with the Sprengel Museum Hannover.

§6 Cancellation Policy

Customers are entitled, either in the form of a letter or simply by returning the merchandise involved within 2 weeks, to revoke the agreement of sale without detailing the reasons for doing so. This deadline applies from when the customer receives the said merchandise. To take advantage of this option, the customer must return the merchandise on time or, alternatively, send a letter in this vein. This revocation of sale should be addressed to:

Sprengel Museum Hannover

Kurt Schwitters Platz

30169 Hannover

Fax: +49 (0) 511-168-42920

E-mail: Sprengel-Museum@Hannover-Stadt.de

In the case of a valid revocation of sale, both parties must return what they received from the other (and, if necessary, return the right of use as well). Should the customer not return the

goods received completely or in bad condition, the Sprengel Museum Hannover will be forced to demand compensation. When returning goods worth under 40 euros, the cost of transport rests with the customer when the merchandise corresponds with that which was ordered. Should this not be the case, the Sprengel Museum Hannover is responsible for paying for the return of these goods. The cancellation policy does not apply to the sale of audio and video recordings or software if the customer has opened the packaging thereof as well as magazines, newspapers or illustrated print media or of merchandise made to order according to the customer's demands.

§7 Warranty

Should the purchased merchandise be damaged, the customer has indemnity rights according to German law, paragraph 9.

§8 Data Protection

The Sprengel Museum Hannover uses customer data exclusively for the purposes of the contract of sale. The Sprengel Museum Hannover is obligated to treat customers' personal information confidentially. The basis for this can be found in the applicable laws pertaining to sale of merchandise.

§9 Liability

The customer's claim for compensation due to obvious material defects in delivered merchandise is not valid if the Sprengel Museum Hannover does not receive either the merchandise or a letter about the matter within two weeks time of delivery. The Sprengel Museum Hannover's responsibility to offer compensation, whatever the reason for it (especially in the case of delays, defects or other violations of the responsibilities of those offering merchandise), is limited to what is typical for these contracts, and anticipated damages.

Liability mentioned does not apply to the liability of the Sprengel Museum Hannover in the case of deliberate behaviour or acts of negligence, for guaranteed quality features, or injury to a person, or bodily harm to someone's health or in line with the laws pertaining to the quality of products sold.

§10 Final provisions

This contract of sale is exclusively subject to German law with exceptions under the UN-charter for the rights of consumers and international private rights. Provided that the customer is a sales agent or legal body or has a special legal status according to German law or does not fall under the jurisdiction of another German court, the law as applicable in Hanover, Germany, will apply exclusively regarding any disagreement in the case of a business transaction.