

## **General terms and conditions of business for PhotoAnalog Print Collectibles by Stefan May**

### **1. Scope**

These general terms and conditions of business shall apply to all orders placed by the Customer and contracts concluded between PhotoAnalog Print Collectibles by Stefan May and the Customer. The “Customer” is the contract partner of PhotoAnalog, regardless of the nature of the contract and the type of product supplied.

Under these general terms and conditions of business, the term “Product” refers to all services rendered and items delivered by PhotoAnalog, in particular prints, frames, mountings, glazings as well as all services and other work performed.

These general terms and conditions of business shall also apply to all future orders and contracts concluded with the Customer, even where not once again expressly agreed therein.

1.2 These general terms and conditions of business shall have exclusive validity. Terms and conditions of the Customer that conflict with or deviate from these general terms and conditions of business shall not apply except where PhotoAnalog agrees in writing to their validity. This applies even where PhotoAnalog executes an order without reservation and in the knowledge of terms and conditions of the Customer conflicting with or deviating from these general terms and conditions of business.

1.3 Collateral agreements and amendments or supplements to the order contract and the general terms and conditions of business must be made in writing. The same shall apply to a cancellation of the requirement of written form.

### **2. Order**

2.1 Presentation of products in the online shop does not constitute a legally binding quotation and shall instead constitute an invitation to submit an order inquiry. All offered items shall be available “while stocks last” except where otherwise noted for these products.

2.2 The Customer shall submit an inquiry by completing the order inquiry form, sending it to PhotoAnalog and clicking on the “Submit Order Request” button. PhotoAnalog shall provide the Customer with confirmation of its receipt of the order inquiry and the contents thereof; this confirmation shall not constitute an acceptance and shall merely be a notification of receipt of the order inquiry and its contents.

**3. Conclusion of a contract**

PhotoAnalog shall process the order inquiry and calculate the prices and additional expenses on the basis of the services requested by the Customer (type of photograph, dimensions, further services such as framing) in accordance with the type of shipping and the shipping destination and shall send the Customer a binding quotation for the conclusion of a contract on the basis of the Customer's order inquiry. Should the Customer accept this quotation by submitting a confirmation ("Submit Order" button), the contract is deemed as concluded.

**4. Payment**

Payment shall be made in advance to the bank account specified in the quotation provided by PhotoAnalog.

The ordered product shall not be produced until full payment is received, including all additional expenses.

The Customer shall only have the right to compensation if his counterclaims have been legally recognized by a court of law or have been acknowledged by PhotoAnalog in writing. The Customer may only exercise a right of retention where its claims result from the same contractual relationship.

**5. Delivery period**

The delivery period from receipt of payment on the bank account of PhotoAnalog is approx. four weeks.

In case of delays arising in the completion of the ordered product – such as due to supply shortages affecting the contract partners of PhotoAnalog – the Customer shall be notified immediately.

**6. Delivery**

On sending the ordered product, PhotoAnalog shall notify the Customer of the time of its shipping and the delivery date plus the tracking number of the shipping agent. The shipping costs shall be borne by the Customer as part of the additional expenses and include the costs of transportation insurance taken out by PhotoAnalog for transport to the Customer.

**7. Customer's inspection duties**

On receiving the ordered product, the Customer is obliged to inspect it immediately and to notify PhotoAnalog of any obvious defects within a reasonable period of time of no more than two weeks.

Any deviations in color, contrast and brightness in relation to the depiction of the ordered product shown on the internet cannot be ruled out and shall not constitute a defect or a ground for complaint.

The Customer is obliged to return a defective or damaged product immediately. PhotoAnalog is only obliged to accept the return delivery of such merchandise if it is returned in its original packaging or in equally secure packaging.

If the Customer is a merchant, he shall be subject to the duty to undertake an inspection and to provide notice of defects pursuant to Sect. 377 of the German Commercial Code (*HGB*).

**8. Reservation of ownership**

The delivered product shall remain the property of PhotoAnalog until payment of the purchase price is received in full, including all additional expenses.

**9. Signature labels**

For organizational reasons, PhotoAnalog is entitled to send signature labels separately from the ordered product (e.g. provided that the Customer performs the mounting himself or the photographer is unable to provide the signature for lack of time). PhotoAnalog points out that the ordered product is not considered certified until the signature labels have been attached to the prints, frames or mountings.

**10. Delivery in accordance with Customer specification**

A right of cancellation shall not apply to contracts for the delivery of merchandise which is produced in accordance with Customer specifications or which is clearly tailored to personal requirements or whose nature means that it is not suitable for return.

PhotoAnalog shall produce the product to be delivered in accordance with the special requirements of the Customer (e.g. motif selection, format, mounting, frame, passe-partout, color selection).

A right of cancellation is therefore excluded for photographs thus produced by the Customer in accordance with its special format preferences, for frames, mountings and passe-partouts produced for this purpose and for other design features (“special production”) as well as for simple prints (non-framed and non-mounted) whose sensitive nature means that they are not suitable for return.

**11. Data protection**

PhotoAnalog complies with the statutory data protection regulations. PhotoAnalog is entitled to collect and process the Customer’s personal and usage data in accordance

with the purpose of the contractual relationship where collection, processing or usage of data is required or permitted by statutory regulations or the Customer consents to this. PhotoAnalog may also process and use personal data in order to advise the Customer, for advertising (e.g. newsletter) and for market research purposes where the Customer has agreed to such usage and has not subsequently provided notice of a cancellation. A cancellation shall not become valid with future effect until it has been received by PhotoAnalog.

The cancellation shall be sent to: email address [office@photoanalog.com](mailto:office@photoanalog.com),

or

PhotoAnalog Print Collectibles by Stefan May, Oettingenstrasse 36, 80538 Munich.

## **12. Warranty**

The Customer is aware that photographs may undergo changes due to environmental factors (light, temperature etc.), particularly in respect of color and contrast. PhotoAnalog shall not assume any liability in relation to such changes.

In addition, damage resulting from inappropriate use, lack of care or unsuitable storage by the Customer shall be excluded from the warranty.

The Customer is advised not to expose photographs, mountings and frames to direct sunlight, a direct source of heat (e.g. heating) or increased humidity.

## **13. Liability for defects**

Should the purchased item contain a defect, the statutory regulations shall apply. The assignment of these claims of the Customer shall be excluded.

Unless otherwise specified below, any further claims of the Customer – regardless of the legal grounds – shall be excluded. PhotoAnalog is therefore not liable for damage not incurred to the delivered item itself; in particular, PhotoAnalog is not liable for lost profits or other pecuniary damage suffered by the Customer. Where the contractual liability of PhotoAnalog is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents.

The above restriction of liability does not apply where the damage has resulted due to intent or gross negligence or in case of personal injury.

Should PhotoAnalog negligently violate a material contractual obligation, the indemnification duty for physical damage shall be limited to the damage typically resulting.

## **14. No grant of usage rights under copyright**

The exclusive subject matter of this contract is the Customer's purchase of the specific work item. This is not associated with the granting of any usage rights under copyright. In particular, any reproduction, distribution, provision of public access, database insertion, public exhibition or leasing or renting shall be excluded.

**15. Applicable law, place of jurisdiction**

Disputes arising from or in connection with this contract and these general terms and conditions of business shall be governed by German law, to the exclusion of the UN Sales Convention.

If the Customer is a businessperson (cf. Sect. 14 of the German Civil Code (*BGB*)), Munich is agreed as the place of jurisdiction.

If the Customer's general place of jurisdiction is not located in the Federal Republic of Germany, Munich Local Court (*Amtsgericht München*) or Munich Regional Court (*Landgericht München*) is agreed as the competent court.

PhotoAnalog Print Collectibles

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