

General Terms and Conditions of Tribute Gallery

1. Scope of application

The following General Terms and Conditions (GTAC), which the Buyer acknowledges by the placing of an order or the acceptance of a delivery, apply to the business relationship between the Buyer and Tribute Gallery.

2. Conclusion of the agreement / Delivery

2.1 The delivery takes place only after receipt of the total amount due in the bank account of Tribute Gallery or on the account of the payment provider used by Tribute Gallery.

2.2 The offers made by Tribute Gallery are non-binding-offers. A purchase agreement is concluded between the Buyer and Tribute Gallery when Tribute Gallery sends an invoice to the Buyer, in any case, no later than when the ordered goods are dispatched to the Buyer and the dispatch of the goods is confirmed by a further e-mail.

2.3 Tribute Gallery assumes no responsibility for verbal or written information on the age of the objects sold. All information provided, for example on the website, by Tribute Gallery pertaining to individual objects – e.g. descriptions or images – is only provided for the purposes of explaining the nature of the goods, to the extent that such information is not expressly designated as binding in writing.

2.4 Information concerning delivery dates and delivery periods is non-binding.

2.5 The shipment will be made by a transport company selected by Tribute Gallery to the delivery address specified in the order, unless it has been explicitly agreed that the Buyer itself will pick the item up from its location. Should delivery still not be successful after a second delivery attempt or should the Buyer fail to collect the goods from the post office or the transport company's collection point within 7 working days or should the Buyer refuse to accept the goods, Tribute Gallery is entitled to withdraw from the agreement.

2.6 Tribute Gallery is entitled to make partial deliveries where there is good reason for doing so.

3. Transfer of risk

3.1 Risk shall be transferred to the Buyer upon handover of the goods to the Buyer. Should the delivery be delayed for reasons for which the Buyer is responsible, the risk shall be transferred to the Buyer upon the first delivery attempt.

3.2 If the Buyer is not a consumer in the sense of Section 13 of the German Civil Code [*Bürgerliches Gesetzbuch – BGB, § 13*], risk shall be transferred to the Buyer as soon as the goods are handed over to the person responsible for transport of the goods.

4. Prices, Conditions of payment

4.1 Payment is due immediately upon confirmation of the order and/or upon receiving the invoice from Tribute Gallery. In the event of failure to meet the terms of payment, Tribute Gallery is entitled to withdraw from the purchase agreement.

4.2 The amount of shipping costs for shipments outside the European Union is dependent on the nature of the purchased item concerned and on the destination country. For this reason, these costs shall be stated separately along with the price of the respective goods.

5. Rights of offset and retention

The Buyer shall only be entitled to a right of offset if its counter-claims are uncontested or have been finally and non-appealably established. Rights of retention can only be asserted on the basis of counter-claims arising from the same contractual relationship.

6. Warranty

6.1 For claims made by the Buyer against Tribute Gallery for defects, the statutory provisions shall apply. In particular, damage caused by unsuitable or improper or non-contractual measures taken by the Buyer shall not constitute grounds for any claims by the Buyer.

6.2 Given that the objects being sold are not new products, the Buyer's attention is drawn to the fact that these objects are in some cases very old, which, according to their ethnological significance and/or their age and/or their origin and/or their use may sometimes exhibit considerable wear, traces of use and even damage. These characteristics, which are constitutive of the authenticity of the object and are thus intrinsic to the work of art at the time of the offer being made, do not constitute defects.

6.3 As the objects being offered for sale were produced, used or stored under conditions of hygiene which do not comply with modern standards, traces of substances which are no longer in use may be found on the objects. The objects are therefore offered for sale as not suitable neither for consumption, nor as children's toys or for direct contact with the skin.

6.4 If the sold object is a used object, warranty claims lapse within 12 months of the transfer of risk.

7. Warranty to companies

7.1 If the Buyer is not a consumer in the sense of Section 13 of the German Civil Code [*Bürgerliches Gesetzbuch – BGB, § 13*], in addition to the statutory provisions of warranty, the following shall apply:

7.2 Warranty claims by the Buyer are subject to the proviso that the Buyer checks the goods immediately after handover and notifies Tribute Gallery of any defects in writing immediately after handover. In the event of a delivery with concealed defects, notification must be provided in writing immediately after such defects are discovered.

7.3 Warranty claims lapse within 12 months from the time of transfer of risk.

8. Liability

8.1 Tribute Gallery is fully liable for damages caused by Tribute Gallery, or its legal representatives or vicarious agents, either intentionally or through gross negligence, in the event of the fraudulent concealment of defects, or in the event that a guarantee of the quality of the thing has been given, or for damages resulting from injury to life, limb or health.

8.2 For other damages, Tribute Gallery shall only be liable in the event of a breach of an obligation, the fulfilment of which is necessary for the compliant performance of the agreement and upon compliance with which the parties to the agreement have to be able to rely as a matter of course (cardinal duty), and to the extent that the damages are typical and foreseeable on the basis of the contractual use. Any liability under the German Product Liability Act [*Produkthaftungsgesetz*] remains unaffected. Any further liability of Tribute Gallery in addition to the above is excluded.

9. Retention of title

9.1 The delivered goods shall remain the property of Tribute Gallery until payment has been made in full. Any pledging, use as security, processing and/or transformation of the goods prior to the transfer of ownership is not permitted, unless Tribute Gallery grants its approval in writing.

9.2 The following shall apply exclusively in the case of agreements concluded for business transactions: The delivered goods shall remain the property of Tribute Gallery until the outstanding claim of Tribute Gallery in respect of the Buyer has been settled in full. The Buyer is only entitled to resell the goods in the proper and ordinary course of its business operations. The Buyer shall hereby cede its claims resulting from the resale to Tribute Gallery for an amount corresponding to the amount invoiced for the claim of Tribute Gallery. Tribute Gallery hereby accepts the cession.

10. Right of withdrawal and revocation

10.1 The Buyer can withdraw from the agreement without stating its reasons for doing so by giving notification of withdrawal in text form (e.g. by letter), or alternatively by e-mail, or by returning the goods within 14 days of receipt. The period shall commence no earlier than upon receipt

of the goods. Notification of withdrawal is to be addressed to Tribute Gallery, Alexander Dorn, Siegrunweg 18, 22559 Hamburg, Germany or to contact@Tribute-Gallery.com.

10.2 Dispatch of the notification of withdrawal or of the goods in due time is sufficient to comply with the time limit for withdrawal. The Buyer has to bear the costs of returning the goods (packaging, delivery and insurance) if the delivered goods correspond to those ordered. In the event that Tribute Gallery is legally obliged to refund the costs of returning the goods, Tribute Gallery shall offer to collect the goods from the Buyer free-of-charge. In this case, simply contact Tribute Gallery by telephone or e-mail in order to agree a time and date for collection.

10.3 In the case of withdrawal, the performance received by both parties is to be restituted.

11. Final provisions

11.1 The General Terms and Conditions of the Buyer shall not form an integral part of this agreement or of its content even if the Buyer uses them on a regular basis for orders or the placing of orders. With the conclusion of the purchase agreement as per 2.2, the Buyer expressly waives the application of its terms and conditions with respect to Tribute Gallery; Tribute Gallery accepts this waiver.

11.2 Should a provision of this agreement prove to be or become invalid, the other provisions of this agreement shall remain valid. The parties to the agreement agree to replace the invalid provision with a valid provision that fulfil the commercial purpose of the agreement as effectively as possible. The same shall apply in the event of a loophole in the agreement.

11.3 For business transactions, the parties agree that the competent court for the head office of Tribute Gallery shall have exclusive jurisdiction over all disputes arising within the framework of the performance of this agreement. The competent court for the head office of Tribute Gallery shall also have jurisdiction over non-business transactions, if the Buyer does not have any competent court of jurisdiction in Germany or moves its place of residence or habitual place of abode outside the territory of the Federal Republic of Germany. This also applies in the case that the place of

residence or the habitual place of abode of the Buyer are not known as the time of proceedings being brought.

11.4 This agreement is governed solely by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).