

**Tina Oelker**

## **GENERAL TERMS AND CONDITIONS**

### **§ 1 Scope of Application**

- The following General Terms and Conditions apply exclusively to the business relationship between Tina Oelker (hereinafter referred to as the "Artist") and the Buyer.
- By using the website, booking LAB offers, or purchasing a piece of art, you accept these terms.
- The terms can be viewed and printed at any time on this page.

### **§ 2 Scope of Services**

- The Artist offers original artworks for sale on this site, including signed editions.
- All essential characteristics of the artworks are specified in the description, possibly in the price list, and in the subsequent purchase contract.
- The Artist also offers art courses, which are fully described on this site (LAB) and in the subsequent service contract.

### **§ 3 Conclusion of Contract**

- The contract is concluded through the Buyer's order and the Artist's confirmation.
- The Artist reserves the right to refuse orders without providing reasons.

### **§ 4 Payment Terms and Retention of Title**

- All prices for artworks and editions are final prices including taxes.
- All prices for services are exclusive of taxes and clearly marked as such.
- Payment modalities for original art and services will be established at the time of ordering.
- Payment modalities for editions, original offers, or vouchers in the store can be selected online.
- The Buyer is obligated to make advance payments regarding the total amount unless otherwise agreed\*. The advance payment is fulfilled upon receipt of the purchase price in the Artist's account, which also applies in case of cash payment.
- In case of non-compliance or deviation from advance payment or deposit\*, if agreed, the Artist retains ownership of the contractual object until all payments (or full deposit\*) from the purchase contract have been received. After expiration of reminder periods and in case of non-payment as announced by the Buyer, this is considered a mutual withdrawal from the purchase contract six months after conclusion.
- The Artist then regains full control over the contractual object and may sell or alter it. (For installment payments, this applies per monthly payment.\*)
- Payment for services must be made according to agreement after contract conclusion.

### **§ 5 Delivery and Shipping**

- Unless otherwise agreed, delivery of artworks and editions will be made to the address provided by the customer. The customer bears the transport costs.

- The Artist assumes transport risk and is liable for transport damages until the Buyer has actually received the goods.
- If the Buyer is in default of acceptance or culpably violates other cooperation obligations, they are liable for the contractual object. This means that the Buyer bears the risk of accidental loss or deterioration of the purchased item. From this point on, the Artist is only liable for intent and gross negligence (§ 300 Abs. 1 BGB).
- Their liability is thus limited. In case of culpable violation of other cooperation obligations, the Buyer may become liable for damages.

## **§ 6 Service Provision and Refunds**

- If the Artist cannot provide the agreed service due to health or other reasons, the customer will receive their advance payment back.
- If the customer cannot avail themselves of the service according to agreement due to health or other reasons, a new appointment will be arranged or a voucher equivalent to the value including delivery will be issued by the Artist.

## **§ 7 Warranty and Proper Treatment**

I work with wooden slats that can change slightly due to natural environmental conditions. These can either be fixed or replaced upon agreement. The canvas (or cotton fabric or jute) and paper artworks should not be exposed to direct sunlight, hung directly above heating sources, or subjected to high humidity.

My artworks are therefore not suitable for outdoor areas, basements, bathrooms, or other damp rooms (such as pool areas). When unpacking and installing an artwork, I recommend using gloves or comparable protection. For care and cleaning of oil paintings, you can use a slightly damp cloth to gently remove dust or dirt.

- The Artist is liable for defects according to applicable legal provisions.
- The statutory warranty period of two years applies, starting from delivery of the contractual object.
- Damage caused by improper handling of the artwork by the Buyer does not constitute a warranty claim.

## **§ 8 Copyright**

- With purchase, the Buyer does not acquire any rights to reproduction or public presentation.
- The Artist retains copyright over their works, including concepts and texts. This means that only the Artist has reproduction and distribution rights. Copies, photographs, or other forms of representation must be coordinated with the Artist; otherwise, there is a risk of copyright infringement which may lead to legal action against them.
- Licenses for reproduction and distribution must be requested from and purchased from the Artist.

## **§ 9 Right of Withdrawal**

- Buyers of original artworks have a right of withdrawal within 14 days.
- This right expires for artworks made according to customer specifications.

## **§ 10 Repurchase of Artworks**

- The Artist has a legal right to participate in proceeds from resale of their work under § 26 UrhG (Resale Rights).
- Both a right of repurchase and participation in resales can be contractually agreed upon.
- If the Buyer wishes to offer the contractual object at a public auction within one year after concluding this purchase contract, they are obliged to first offer it to the Artist at acquisition price.

## **§ 11 Written Form Clause**

Changes and additions to this contract require written form for their effectiveness. This also applies to changes to this written form clause itself. No oral side agreements have been made. Written form is also maintained through email or fax.

Hamburg, October 2024 – <https://tinaoelker.com/>