

§ 1 Scope of Application

(ä1) The following General Terms and Conditions (referred to below as "AGB" = Allgemeinen Geschäftsbedingungen) are valid for all of business relations between the

Stiftung Kunstsammlung Nordrhein-Westfalen

Grabbeplatz 5

40213 Düsseldorf

represented by the management (referred to below as "KUNSTSAMMLUNG") and the patrons for all online deliveries and services (admission tickets (e-tickets), guided tours, courses, seminars, and other events (referred to below as "events"), merchandise, and other services), as well as the use of the online service itself.

(2) Regulations that depart from these AGB shall not be recognized. Exceptions are regulations which the KUNSTSAMMLUNG has approved previously and explicitly in written form.

(3) Should customers make use of the services of third parties through the online service of the Kunstsammlung, this shall establish no contractual relationship between the user and the KUNSTSAMMLUNG. The utilization of such services shall proceed on the basis of the specific contractual arrangement between the user and the respective vendor.

§ 2 Registration

(1) In order to use the online service, the customer shall fill in all of the required data fields correctly and fully.

(2) For the repeated utilization of the online service, customers have the option of registering online free of charge.

(3) For repeated use, the customer can choose an access password, which protects the customer's account from unauthorized use. The choice and safekeeping of a secure password is the responsibility of the user. The KUNSTSAMMLUNG excludes liability for all damages that result from the user's choice of

an insecure password, or from the user making the password available to third parties.

(4) Registration for repeated use of the online service involves no contractual relationship between the KUNSTSAMMLUNG and the customer. It simply serves to simplify the customer's repeated utilization of the service.

§ 3 Special Data Privacy Policy for the Online Shop

(1) All personal data will remain confidential. The KUNSTSAMMLUNG is entitled to collect, store, and process all of the data necessary in connection with the business relationship in accordance with the Federal Data Protection Act.

(2) In the event that this proves necessary for the fulfillment of the contract, the customer authorizes the KUNSTSAMMLUNG to transmit this data to third parties that are commissioned with the implementation of the contract.

§ 4 Conclusion of the Contract

(1) In actuating an order, the customer submits a binding offer to the KUNSTSAMMLUNG to conclude a contract for the acquisition or the utilization of all of the products and services found in the shopping basket.

(2) With the purchases of tickets and goods, receipt of orders will be acknowledged by the transmission of a confirmation sent to the e-mail address submitted by the customer. No further confirmation will be sent by mail.

(3) The KUNSTSAMMLUNG organizes (public and nonpublic) events requiring prior registration.

1. An agreement concerning participation in an event requiring registration at the KUNSTSAMMLUNG is accomplished when the customer registers and receives a confirmation at the e-mail address provided by the customer.

2. With events requiring a minimum number of participants, the contract will be implemented under the condition precedent that the minimum number of participants must be reached. As a rule, the number of participants in a given event is limited. For events requiring registration where the number of participants is limited, registrations are processed in the order received.

3. In the event that a registration cannot be processed, the KUNSTSAMMLUNG shall inform the customer

of this circumstance promptly.

4. With events for children and young people, the age limits prescribed for participants must be observed.

5. Externally organized guided tours require registration. The specific deadline for advanced reservations is to be observed. License fees, if applicable, must be paid in advance.

§ 5 Cancellation right

(1) Contracts for merchandise (i.e. products not including admission tickets, tickets for guided tours, workshops, or other time-specific events) are treated as long-distance transactions in accordance with § 312 b of the Civil Code. The customer is entitled to cancel a transaction in accordance with the following conditions:

(a) The customer may cancel a contractual declaration within 14 days without providing reasons in written form (i.e. letter, fax, e-mail), or, provided the items have been conveyed to the customer prior to the expiration deadline - also by returning the item in question.

(b) The grace period begins after receipt of this notification in text form, but not however before receipt of the merchandise by the recipient (or in the case of regular deliveries of similar goods, not before the receipt of the first partial delivery). Adherence to the cancellation period requires only the punctual forwarding of the cancellation notification or of the item.

(c) Cancellations effected by the return of the item should be addressed to:

Stiftung Kunstsammlung Nordrhein-Westfalen
Abteilung Vertrieb
Grabbeplatz 5
40213 Düsseldorf

Otherwise, cancellations should be communicated as follows:

by mail to:

Stiftung Kunstsammlung Nordrhein-Westfalen
Abteilung Vertrieb
Grabbeplatz 5
40213 Düsseldorf

by fax to: +49(0) 211-83 81 209

by e-mail to: vertrieb@kunstsammlung.de

(2) Consequences of cancellation:

In the event of an effective cancellation, the payments or goods received by both parties are to be returned, and any benefit obtained from them shall be surrendered. In the event the customer is

unable to return the received services or utilization (for example benefits gained), or is unable to return them fully, or only able to return or surrender them in a deteriorated condition, the customer must compensate the KUNSTSAMMLUNG accordingly. The customer must provide compensation for the deterioration of the object and for the utilization made of it in the event that this utilization or deterioration can be traced to a handling of the object that goes beyond the inspection of its properties and manner of functioning. Reimbursement obligations must be fulfilled within 30 days. The time period for the customer begins with the dispatching of his declaration of cancellation or of the item.

(3) With a service, the right of cancellation expires ahead of schedule when the contract has been fully fulfilled by the customer and the KUNSTSAMMLUNG at the express wish of the customer before the customer has exercised his right of cancellation.

(4) The right of cancellation does not apply to distance contracts for the delivery of goods that have been custom made in accordance with the customer's specifications, have been explicitly tailored to personal acquisitions, or which are not by nature suitable for return.

§ 6 Admission Tickets

(1) Admission tickets entitle holders to entrance into the respective premises of the KUNSTSAMMLUNG on a date chosen by the customer, and where applicable within a selected time slot.

(2) The time slot pertains to the time of entry only. The length of the subsequent visit is, unless otherwise specified, unrestricted within the framework of regular opening hours; opening hours for specific exhibitions are available at the homepage www.kunstsammlung.de.

(3) Admission tickets that were transmitted electronically are to be printed out by the customer on standard DIN A4 paper and presented as proof of payment upon request when entering the event or exhibition.

(4) Reduced price or free admission tickets are valid only when presented in conjunction with the appropriate entitlement pass or ID.

(5) No refunds shall be paid for unused admissions tickets.

§ 7 Annual Tickets

(1) Annual Tickets authorizes the ticketholder to visit collections and special exhibitions at the K20 Grabbeplatz, the K21, and the F3 Schmela Haus within regular opening hours, and are valid for a period of one year from the date of purchase.

Price: 1 adult: €25/year

1 child/juvenile (6-17 years of age) €5/year.

(2) Family Annual Tickets authorize one adult and one child/juvenile to visit the collections and special exhibitions at the K20 Grabbeplatz, the K21 Ständehaus, and the F3 Schmela Haus, within regular opening hours, and are valid for a period of one year from the date of purchase.

Price: 1 Family Annual Ticket (1 adult + 1 child/juvenile): €25/year,

surcharge for each additional child/juvenile (6-17 years of age): €5/year

(3) General regulations for Annual and Family Annual Tickets

1. Annual and Family Annual Tickets are person-specific and nontransferable. They are valid only in conjunction with a personal ID whose display may be requested upon admission.
2. Annual and Family Annual Tickets are valid for 12 months from the time of renewal.
A renewal of a maximum of 24 months is possible. The KUNSTSAMMLUNG reserves the right to alter prices.
3. When paying in cash, the use of the Annual and Family Annual Ticket is possible immediately. A temporary ticket will be issued for this purpose.
4. Once payment has been received, accompanied by a signed application, the original ticket will be issued within 14 days. Upon receipt of the original ticket, the temporary ticket loses its validity.
5. Annual and Family Annual Tickets are not renewed automatically. A renewal is possible at any time via bank transfer.
6. At any given time, individual facilities or areas of the KUNSTSAMMLUNG may be closed for structural or organizational reasons. In such instances, claims for damages are precluded.
7. In the event an Annual and Family Annual Ticket is lost or misplaced, a replacement card can be issued for an appropriate fee. If this occurs, the loss or misplaced card becomes invalid.
8. In accordance with § 8, Annual and Family Annual Tickets do not include guided tours.
9. A notice of cancellation is possible at any time at the end of the period of validity.
Reimbursements for ticket fees are not possible.

(4) Data Protection

1. In order to issue a personalized Annual or Family Annual Ticket and in order to process the

contractual relationship, the following cardholder data will be stored and used for the duration of the contractual period:

Name, address, birth date, e-mail address, telephone number.

2. The staff of the KUNSTSAMMLUNG which is charged with processing the contractual relationship, and the service provider charged with processing the contract, which is obligated to process this data with painstaking care, have access to this data exclusively for the purpose of processing the contract.

3. With the explicit consent of the cardholder, name, address, telephone number, and e-mail address as well can be integrated into the general address data bank of the KUNSTSAMMLUNG for the purpose of supporting and informing museum visitors.

§ 8 Guided Tours and Other Services

(1) Guided tours begin punctually on the date and at the time chosen by the customer. Guided tours are restricted to a maximum of 20 participants, and must be booked at least 10 days in advance. Booking confirmations that are transmitted to the customer electronically should be printed out on DIN A4-paper and presented as a certification of payment prior to provision of the tour service.

(2) Unless otherwise specified, the fee for museum admission is not included in the price for guided tours and other services.

(3) The assignment of a competent guide is the responsibility of the KUNSTSAMMLUNG.

(4) In the event that the guided tour begins late through the fault of the customer, the tour will be shortened by the corresponding period of time. After 30 minutes, entitlement to a guided tour expires.

(5) In the case of public guided tours, courses, and other public events with restricted numbers of participants, entitlement to the service expires automatically upon failure to appear at the scheduled starting time.

(6) Terms of cancellation for events requiring registration (guided tours, courses, and other events):

1. Cancellation of booked events must be made in text form (i.e. e-mail, letter, fax). Registrations may be canceled free of charge up to 10 days prior to the date of the event.

2. In the event that a group fee has been agreed upon, the full amount of the fee must be paid even if the number of participants is reduced.

3. This cancellation is not received punctually, the corresponding fee will be due in full.

The same applies in the event of a failure to appear at the scheduled starting time.

4. The time of the cancellation is that of its receipt by the KUNSTSAMMLUNG.

The burden of proof is on the customer.

(7) The types of arrangements for the guided tour are those that appear on the booking confirmation.

(8) Cancellation by the organizer for special reasons:

The KUNSTSAMMLUNG is entitled to rescind a contract for special reasons, effective immediately. A special reason is considered to be present when the events must be called off for reasons for which the KUNSTSAMMLUNG cannot be held responsible (in particular force majeure). In the event of a cancellation for special reasons, any fees already paid shall be returned to the customer.

§ 9 Merchandise

Images transmitted in order to describe merchandise are sample photographs, and do not necessarily depict the object faithfully. Decisive here is the description of the respective article.

§ 10 Shipping/Transmission

(1) The transmission of admissions tickets, booking confirmations, and invoices proceeds exclusively electronically to the e-mail address submitted by the customer together with the order.

(2) The shipment of ordered merchandise proceeds immediately after receipt of the purchase amount. Partial deliveries of merchandise are feasible.

(3) All risks and hazards associated with the shipment devolved to the customer at the moment when the merchandise is handed over to the transport service authorized by the KUNSTSAMMLUNG. Shipping costs are to be paid by the customer.

§ 11 Costs and Payments

(1) The final price consists of the price of the selected products, the packaging and shipping costs incurred, and the value-added tax due for the shopping basket.

(2) No value-added tax is due on payments for admissions tickets and events, in accordance with § 4 no. 20a UStG.

(3) Payment is possible exclusively via the payment methods offered by the KUNSTSAMMLUNG.

(4) As a general rule, the KUNSTSAMMLUNG uses an external service provider to handle all payments. Applying to the payment process in addition to these General Terms and Conditions (AGB) are the General Terms and Conditions (AGB) of the respective service provider. In the event the respective service provider charges the customer a fee for handling a payment, this fee is charged to the customer.

The General Terms and Conditions (AGB) of the external service provider can be viewed here:

<http://www.concardis.com/de/kundenservice/download-center.html>.

(5) In the event that return debits, cancellation fees, or other costs accrue to the KUNSTSAMMLUNG through the fault of the customer (for example due to insufficient bank account funds), these must be covered by the customer. In addition, the KUNSTSAMMLUNG charges a processing fee of 20 euros for each return debit charge.

§ 12 Compensation and the Withholding of Payments

The customer is entitled to compensation only when his counterclaim is established as legally binding, or is recognized by the KUNSTSAMMLUNG. Moreover, the right to withhold payments can be exercised only providing the counterclaim is based on the same contractual relationship.

§ 13 Reservation of Proprietary Rights

Until complete payment has been received, the delivered merchandise remains the property of the KUNSTSAMMLUNG.

§ 14 Fault Liability

(1) The KUNSTSAMMLUNG is liable without limitation in the event that the cause of damage is due to willful intent or gross negligence on the part of the KUNSTSAMMLUNG. The KUNSTSAMMLUNG is also liable for typical and foreseeable damages caused by minor negligence leading to the breach of essential contractual obligations that jeopardize the fulfillment of the contract.

(2) Legal liability for damages remains unaffected in cases of injury to life, body, or health. In such instances, the KUNSTSAMMLUNG is liable for every degree of fault.

§ 15 Applicable Law

Valid here is German law.

§ 16 Severability Clause

Should a provision of this agreement become ineffective or unenforceable, this does not affect the validity of the remaining provisions. An ineffective or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the intent and meaning of the ineffective or unenforceable provision it replaces.

§ 17 Place of Jurisdiction and Place of Performance

Aside from exceptions due to compelling legal considerations, the place of jurisdiction and place of performance for all conflicts resulting from or in connection with the contractual relationship between the parties is Düsseldorf.

§ 18 Entry into Legal Force

These General Terms and Conditions of the KUNSTSAMMLUNG are valid as of December 14, 2013.