

Christian Voigt
Collection & Photography

Christian Voigt, Collection & Photography (henceforth referred to as "CV Collection") provides all supplies, servers and offers solely on the basis of these Terms and Conditions of business. These shall also apply to any future business relations, unless expressly further agreed.

1. Any CV Collection offers appearing in catalogues and lists or on the Internet are also subject to change and non-binding, also with regard to pricing. CV Collection shall remain bound by individual, personally addressed offers for a period of 3 weeks. The customer remains bound to his offer for a period of 3 weeks. A contract shall only come into being between the two parties on written confirmation of an order by CV Collection (not on any eventual confirmation of receipt), or when a service is actually rendered. All agreements made between the parties to the contract for the purpose of carrying out the contract are to be made in writing. We reserve the right to make a correct and timely delivery ourselves. CV Collection shall inform the customer immediately if the delivery item is not available and, in the case of cancellation, shall, if applicable, compensate the customer immediately for any service in return already received. Any further claims are excluded.

2. The following applies to transactions regarding works of art and prints: unless otherwise agreed, the customer shall acquire individual works of art or individual prints from CV Collection without the right to reproduce, distribute or make them available to the public. However, ownership of the work of art or print entails the right of the customer to sell the item on, offer it as a gift, relinquish it over time or use it for decorative purposes in business, hotel, restaurant, institutional, public or office premises. Where interest is shown, CV Collection is quite prepared to enquire about further licences with the authorised party. All images in catalogues, books and folders or on the Internet are protected by copyright, and may not be copied or reproduced. All copyrights and rights of use are reserved by CV Collection and the authorised party.

3. The prices stated include statutory purchase tax. Prices exclude delivery. Customers requiring delivery shall be responsible for packaging and freight costs. Risk is transferred to the customer at the point when the freight is surrendered to the person carrying out transportation. If dispatch is delayed at the request of the purchaser, risk is transferred to him at the point when he conforms that he is ready to receive delivery. At the request of the customer, deliveries can be insured in his name and charged to him.

4. CV Collection is entitled to demand advance payment for carrying out services. Accounts are to be paid immediately, and without any deductions. After a period of 30 days, the customer shall come into default, without the requirement for a reminder. CV Collection expressly reserves the right to refuse certain means/methods of payment. The customer is only entitled to offset payment if the counterclaim is determined to be undisputed or legally enforceable.

5. The delivery deadlines or periods stated by CV Collection are non-binding. Any agreement for a binding delivery deadline requires express written agreement. In the event of delivery delays attributable to "CV Collection", the duration of the extension period set by the customer under the law shall be at least two weeks, coming into effect at the point when the vendor is apprised of the notice period.

6. In a case of slight breach of duty, the liability of "CV Collection" is restricted to average levels of direct losses foreseeable and typical for this type of contract. This also applies to any slight breach of duty by a representative or assistant of the vendor.

7. CV Collection shall retain ownership of the merchandise delivered until full payment has been received. The customer may not avail himself of the merchandise under reservation of title without the permission of "CV Collection".

8. CV Collection takes data protection seriously. CV Collection gathers and processes personal data, also during data processing. All data made available to CV Collection will be handled confidentially, and will only be gathered, processed and stored for the execution of specific tasks. Data shall not be passed on to third parties. Information on the data may be requested at any time.

9. CV Collection does not typically conduct any distance selling transactions. Notwithstanding, in the event of a distance selling transaction, the following shall apply to **distance selling** transactions with consumers (transactions conducted solely via means of telecommunication and/or electronic trading), in accordance with §§ 312b et seq. of the German Civil Code:

VENDOR IDENTIFICATION:

At the following address available at www.christianvoigt.com, www.cvcollection.de, cv-collection and other Internet addresses:

Christian Voigt, Collection & Photography
Tesdaorfstraße 20, 20148 Hamburg
Tel: +49 (0)40 - 410 40 23
Email: sales@cv-collection.net

WITHDRAWAL INFORMATION

The following right of withdrawal applies to the delivery of merchandise not manufactured specially to customer specifications or specifically tailored to personal requirements, or that are not suitable for return, due to the way they are made.

RIGHT OF WITHDRAWAL

You may withdraw your contractual statement within one month, without giving a reason, in writing (e.g. letter, fax, and email) or – if the item has been surrendered before this deadline – by returning the merchandise. The period begins when this information has been received in writing, but not before the recipient has taken delivery of the merchandise (for periodic deliveries of similar merchandise: not before receipt of the first part delivery) or before fulfilling our requirement to supply information as per § 1, sections 1, 2 and 4 of the regulation regarding the duty to supply information under the German Civil Code and our duties under § 312e, section 1, line 1 of the German Civil Code in connection with § 3 of the regulation regarding the duty to supply information under the German Civil Code. The timely issue of the withdrawal or return of the item is sufficient to meet the withdrawal deadline.

Any withdrawal should be sent to:

Christian Voigt, Collection & Photography
Tesdorpfstraße 20, 20148 Hamburg
Email: sales@cv-collection.net

THE CONSEQUENCES OF WITHDRAWAL

If withdrawal becomes effective, any supply received by either side is to be returned, and any benefit taken (e.g. interest) shall be repaid. If you are not able to return the supply received, or can only return it in a completely or partially deteriorated state, you must compensate us accordingly, as applicable. On the surrender of goods, this does not apply if the deterioration in the item is solely traceable to the point when it was checked – as might have been the case in the retail store. If any deterioration arises from the commencement of the intended use of the product, you do not have to give any compensation.

Items that may be returned as parcels are to be sent back to us at our own risk. You must bear the cost of return if the merchandise delivered was as per order and if the cost of returning the item is no greater than 40 Euros, or if, where the cost of the item is greater at the point of withdrawal, you still have not given compensation or made part payment under a contractual agreement. Otherwise, the item can be returned by you free of charge. Items that may not be returned as parcels will be collected from you. The duty to make payments must be fulfilled within 30 days. The period begins for you when you send your withdrawal confirmation or the actual item, and for us when we receive it.

- End of withdrawal information -