

GENERAL TERMS AND CONDITIONS

EFFECTIVE AS OF: 20 September 2018

1.Preamble

This General Terms and Conditions (hereinafter: GTC) is available for download in pdf. format.

These General Terms and Conditions contain the rights and responsibilities of KOLLER GALÉRIA Művészeti Alkotásokat Értékesítő Kft. (hereinafter: Operator or Art Dealer) and customers availing the electronic commercial services provided through the webpage www.kollegaleria.hu (hereinafter: Customer, Client or User).

2.Information and Contact Details of the Website Operator

Name: Koller Gallery Ltd.
Registered seat: 1014 Budapest, Táncsics Mihály utca 5.
VAT ID: 10271119-2-41
Business Register No.: 01-09-064084
Incorporated by: Business Registry of the Capital City Tribunal.
E-mail: info@kollergaleria.hu
Telephone number: +36-1 -3569208
Bank account No: OTP 11712004-20104137-00000000
The Company's statistical ID: 10271119-4778-113-01
Point of Contact: Köster Dániel Martin Managing Director
Address of customer service and gallery: 1014 Budapest, Táncsics Mihály utca 5.
Opening hours: Monday to Friday, 10:00 - 18:00.

This Agreement is draught up in the Hungarian language, but following a case-by-case setting, the English- or German translations thereof will be available.

Electronic storage service provider's name/ registered seat / e-mail address / telephone number:

Name: Offsite Solutions Kft.
Registered seat:1085 Budapest, József krt. 69.
E-mail:info@offsite-solutions.com
Phone:+36-20-988-2294

3. Definitions:

- 3.1. Operator or Art Dealer: any natural or legal person, who is dealing with works of art or carries out art appraisals with regards to the same.
- 3.2. Customer: any customer or consumer who purchases the pertinent works of art or orders art appraisals with regards to the same.
- 3.3. Parties: Art Dealer and Customer referred to jointly or separately.
- 3.4. Services: sale of works of art, art appraisals or organization of exhibitions.

4. Placing Orders, Confirmation and Entering into the Agreement

4.1. By using the webshop www.kollegaleria.hu or by purchasing the products or using the services offered by the same, Customer acknowledges and agrees to provisions herein. The rules of data processing are covered by our Privacy Policy, available on the site.

4.2. Use of the website is not subject to registration.

4.3. As a first step, the Customer chooses the artwork to be purchased from the selection of the website.

4.4. Following selection of the artwork to be purchased from the selection of the website, Customers have three options.

- a.) They may purchase the artwork for the indicated Price,
- b.) They may make a counter-offer (i.e. initiate bargaining), or
- c.) They may request additional information (other than the photo, price, name of the author or title of the artwork).

a.) If the Customer chooses the Purchase button, the chose artwork is going into the shopping cart. This followed by providing the invoicing data (family name, first name, e-mail address, mobile number, for businesses: company name, registered seat, VAT ID). After entering the billing address, Customers will need to choose a shipping method (pickup in the gallery or free shipping).

b.) If Customer places a counter-offer, Art Dealer shall reply to Customer via e-mail, and Customer may purchase the artwork for the mutually agreed price. Customer may take over the artwork personally in the gallery in exchange of a credit card or cash payment, or in exchange of wire transfer effected in advance.

c.) Upon request, Art Dealer shall provide further information to Customer via E-mail.

4.5. As a payment method, Customer may opt for payment via OTP Simple Pay, and at the same time, Customer shall accept this GTC and the Privacy Notice.

4.6. Subsequently, the order will be reviewed, where Customer has the opportunity to verify whether it contains the right artwork and the right price. Following verification of the purchase price, Customer may place his/her order by using the "Place Order" button or may return to the previous menu and correct errors (if any).

4.7. By using the "Place Order" button, Customer makes an offer incurring payment obligation to Customer. Art Dealer shall confirm the order within 48 hours of receipt. If the above confirmation is not received by Customer within 48 hours from sending the order the latest, Customer shall no longer be bound by the order and may choose not to close the deal.

4.8. Entering into the Agreement: The Sale Agreement is entered into by and between Parties, if the order is confirmed by Art Dealer on the website or in an e-mail message. By sending the order confirmation, an electronic Agreement between remote Parties under Act V of 2013 (hereinafter: Civil Code) and Government Decree No. 45/2014.(II. 26.) comes into effect between Art Dealer and Customer. Art Dealer will deliver the artwork when the full purchase price thereof is paid by Customer.

4.9. Pursuant to Act CVIII of 2001 on certain issues of electronic commerce activities and information society services, Parties agree that the Agreement entered into by placing the order on the website shall be construed as if it was entered into in writing. Customer shall be entitled to electronically request an copy of the order from the Art Dealer.

4.10. Parties agree that any e-mail correspondence between Art Dealer and Customer constitutes to a written communication. The order confirmation transmitted through the website or e-mail shall form the content of the Agreement between Art Dealer and Customer, and transmission thereof via e-mail shall be compliant with the requirements of “written confirmation” under section 18 of the Government Decree No.45/2014. (II. 26.).

4.11. Free Art Appraisal

On the website, Art Dealer commits to a free art appraisal, provided that Customer enters his/her name, e-mail address and telephone number, and attaches photographs depicting the entire artwork from the front and from the back, the signature on the artwork, along with any other available data (exhibition information, gallery labels on the back of the painting, history of the painting, etc. Photographs of works of art will be transmitted to the Art Dealer by using the highest SSL coding protocol. Art appraisals offered by Art Dealer only cover works of art in Art Dealer’s scope of profile. If the art appraisal is based on a photograph, Art Dealer will only give an indicative value. **To provide an accurate art appraisal and to establish lawfull reliable authenticity of the artwork, a first hand examination of the actual artwork is necessary.**

5. Prices, Shipping and Costs

Prices indicated on the website include tax, i.e. are gross prices.

For online purchases, shipping is free of charge, if Customer did not make a counter-offer to reduce the price. The shipping deadline to Europe is 21 days from the day when the purchase price is credited on Art Dealer’s bank account, whereas shipping to counties outside of Europe shall be completed in 30 days the latest. If the artwork is shipped abroad, any and all customs, duties and taxes associated with the import shall be borne by Customer.

6. Legal- and Defect Liability:

Art Dealer shall warrant that the artworks are unencumbered and are free of any litigation or third-party claims.

Art Dealer shall warrant that any and all works of art sold by him are original and authentic and shall issue a certificate evidencing the same. Should any doubts arise in connection with the originality of the artwork, Customer shall notify the Art Dealer about such concerns without delay.

Art Dealer will not provide a guarantee with regards to the artwork. Art Dealer will sell any works of art on an “as is” basis, with defects or shortcomings the actual artwork has at the time of the sale. Customers may verify the condition of the artwork personally in the gallery at any time. Such visual verifications are expressly recommended.

Should the artwork get damaged during shipping, Customer shall notify Art Dealer about such damages without delay, but within 3 days from receipt of the artwork the latest in writing. (E-mail to info@kollergaleria.hu). Such notification is a pre-requisite of the following:

1. Customer transports (or shall arrange for the transportation of) the artwork back to the Art Dealer within 1 month the latest, and Art Dealer shall arrange with a restorer for the restoration of the artwork, and shall re-deliver it to Customer. If this is not feasible, Art Dealer shall re-pay the purchase price, including the costs of transportation to Customer within 14 days from receipt of the artwork.

2. Packaging costs shall always be borne by Customer, and arrangements with the transportation company shall also be made by Customer. If Customer does not return the artwork within 1 month, it is to be construed that Customer waived the quality claim and has accepted the delivery as if it was done according to the terms of the Agreement.

Subsection (2) of section 6:163 of the Act V of 2013 on the Civil Code provides for a 2-year warranty period for sale agreements between consumers and businesses.

Defect liability applies for faulty performances. Art Dealer's performance constitutes a faulty performance, if the product is not original at the time of delivery. If Customer was or must have been aware of the artwork's defect at the time of entering into the sale agreement, Art Dealer's performance does not constitute as faulty.

7. Disclaimer:

Customer shall use the webshop at his/her own risk and shall accept that Operator may not be held liable for any pecuniary or non-pecuniary damages incurred while use, except for willfully caused damages or breach of the Agreement compromising life, bodily integrity or health.

Operator may not be held liable for any viruses or any other functions restricting access or use of the website, for any incompatibilities with other sites, services, software or hardware, for any delay or defect of the website.

Operator may not be held liable for late or non- performances of any task under this General Terms and Conditions caused by force majeure, especially natural disasters, political events, delay or denial of permits or authority actions beyond the control of the Operator, industrial actions, interruptions of public utility- or telecommunication services, etc., or if performance of the agreement is frustrated due to force majeure.

The same applies for cases when the force majeure events affect the performance of the Operator or its sub-contractors, contributors or aides.

8. Right to Cancellation

8.1. Pursuant to the Government Decree No.45/2014. (II. 26.) on the detailed rules of agreements between Customers and the Art Dealer (available here:

http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A1400045.KOR), Consumers are entitled to cancel the agreement without justification.

By accepting these General Terms and Conditions, Customer acknowledges that the above right to cancellation shall be exercised towards the Art Dealer.

Customer shall be entitled to cancel the purchase within 14 days of receipt of the product. Customer may also exercise his/her right to cancel in the time period between entering into the agreement and receipt of the product. Customer may send his/her cancellation statement to Art Dealer by mail or e-mail. A template of such written cancellation statement is affixed to this Agreement as Annex 1 and is available for download here, however, use of the template is optional.

Art Dealer shall confirm receipt of such statements without delay.

8.2. Legal Consequences of Cancellation

If Customer lawfully cancels the agreement, Art Dealer shall repay any and all considerations performed by Customer, including any costs associated with the performance without delay, but within 14 days of receipt of Customer's cancellation statement the latest. If Customer expressly opts for a shipping method other than the usual and most cost-effective shipping method, the business may opt for not repaying the resulting additional costs. When repaying such considerations, Art Dealer applies the same payment method the Customer applied during the original transaction. If Customer expressly consents a different payment method, Customer will not be charged any additional costs that would result from the application of the different repayment method. Art Dealer may withhold reimbursement of paid considerations until receipt of the product or until Customer provides evidence of returning it to Art Dealer, whichever is earlier.

8.3. Customer must return the product to Art Dealer without unjustified delay, but within 14 days from receipt of your cancellation statement by mailing it or delivering it in person. The deadline constitutes to be kept if Customer sends the product before the end of the 14-day deadline.

8.4. Direct costs of returning the product are borne by Customer, therefore, the product may not be sent to Art Dealer using the option of payment upon delivery by recipient. No costs other than the return fee shall be borne by Customer.

9. Copyright, Trademark

9.1. The content published at www.kollegaleria.hu shall remain the intellectual property of Operator and all online or printed uses thereof shall be subject to Operator's prior written authorization.

9.2. Images next to the product names are illustrations only. Due to the unique settings of Customer's device, the displayed colors may differ from that of the actual colors. In any case, the product description shall contain the features of the product, and visual examination is recommended. Operator may not be held liable for the differences between the colors displayed on the device and the actual colors of the artwork. This includes cases where the purchase was made online and the difference is not significant. Illustrations may be saved to Customer's hard drive and printed for Customer's own use, however, pursuant to Act LXXXVI of 1999 on copyright, their copying, reproduction, inclusion in databases or commercial distribution shall be subject to Operator's written authorization. Infringements of Operator's copyrights may result in claims under the Copyright Act towards the infringer, which may include both cessation of infringement and compensation of damages.

10. Remedies Available to Customer:

10.1. Customer shall be entitled to lodge complaints within the scope of this General Terms and Conditions to Operator orally or in writing.

Operator's contact details:

E-mail: info@kollergaleria.hu

Telephone number: +36-1 -3569208

•Oral complaints: Operator shall investigate oral complaints immediately and if possible, provide a remedy as soon as possible. If the arrangements made to provide remedy for the oral complaint do not satisfy the Customer, Operator shall prepare a written report, which shall be transmitted to the email address specified by Customer. Subsequently, such complaints shall constitute to written complaints.

Written complaints: Written complaints shall be answered by Operator in writing within thirty days the latest. Rejections of complaints by the business shall be substantiated. Furthermore, the business shall inform the Customer in writing that – depending on the nature of the complaint – Customer may initiate resolution of the situation before a conciliation board. In such cases, the mailing address of the competent authority and the conciliation board with jurisdiction over the registered seat of the business shall be disclosed. Further rules of processing of complaints are covered by the Act CLV of 1997 on Consumer Protection.

10.2. Other Means of Protection of Consumers' Rights

If negotiations to resolve the dispute between Customer and Operator remain unsuccessful, the following options are available for Customer for remedy:

- If Customer becomes aware of infringement of his/her consumers' rights, Customer may submit a complaint to the competent consumer protection authority. Upon evaluation of the complaint, the authority shall decide whether or not to commence a consumer protection proceeding.
- Complaints with regards to products purchased online can be addressed to the online dispute resolution platform created by the European Commission through the website <http://ec.europa.eu/consumers/odr/>.
- Conciliation boards: For the pacific resolution of disputes with regards to the quality or safety of the products, or their compliance with product liability rules, or disputes with regards to entering into or performance of this Agreement, Customer may initiate a proceeding before the conciliation board assigned to the trade chamber with jurisdiction over his/her residential address. Consumers' complaints may be submitted to the conciliation board with jurisdiction over the business's registered seat:

Conciliation Board at the Budapest Chamber of Industry and Commerce:

Address: 1016 Budapest, Krisztina krt. 99. , Phone: 06-1-488-213, Fax: 06-1-488-2186,

E-mail: bekelteto.testulet@bkik.hu

•Court proceedings: Pursuant to the applicable Hungarian law, Customer shall be entitled to bring claims resulting from a consumers' dispute before court, within the framework of a civil suit. Unless provided for differently by statutes, mandatory EU legal actions or by international treaties, litigations for businesses' claims towards consumers arising from any agreements shall be exclusively initiated at the court with jurisdiction over the domestic residence of the defendant. No competency restrictions will be entertained that would preclude the consumer's right to bring claims arising from any agreement with the business before the court with jurisdiction over his/her domestic residence or domestic temporary residence.

If no exclusive competence is established, the plaintiff may - at his/her own discretion - bring the claims arising from any agreement with the defendant before the court with jurisdiction over the plaintiff's domestic residence or domestic temporary residence.

11. Miscellaneous Provisions

- 11.1. By accessing the website, by registration on the website or by placing orders through the website, Customer acknowledges to have familiarized with and agreed to the content of this GTC.
- 11.2. The Agreement has been draught up in the Hungarian language.
- 11.3. The Agreement is governed by Hungarian Law.
- 11.4. Operator accepts the Code of Conduct of the Association of Hungarian Antiques & Art Dealers as binding. (<http://www.mukereskedok.hu/oldal/6/etikai-kodex>)
- 11.5. A template information about cancellation is included in Annex 1.
- 11.6. Operator may unilaterally change, expand, restrict the content, services or functions available on the website or may add new services, content or functions at any time. Availability of the new services, functions or contents shall be notified to Users by Operator through the website.
- 11.7. Users may use the website at their own risk. By visiting the website, Users accept this General Terms and Conditions and Privacy Notice as binding.
- 11.8. By accepting of this General Terms and Conditions and the Privacy Notice, Users agree to Operator's processing of their personal data for the purposes, using methods and to the extent stated the same.
- 11.9. This General Terms and Conditions is effective for an indefinite time period, starting at the day of publication on the website until withdrawal.

Annex 1

Sample Cancellation Statement

(fill in and return only if you intend to cancel the agreement)

To:

e-mail:

I/We, the undersigned, represent that I/we intend to exercise our right to cancel the agreement with regards to the sale of the following products or provision of the following services:

Date and time of entering into the Agreement/delivery:

Order number:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (for hard-copy statements only)

Place, date: