

# Preamble

The My Art Registry (myartregistry.com) is a platform operated by Hahnemühle FineArt GmbH, Hahnestraße 5, 37586 Dassel, Germany (hereinafter referred to as "Hahnemühle").

The platform provides artists with the opportunity to securely present, showcase, and market their artworks, and sell them to website users as fine art prints produced on Hahnemühle papers or as NFT-based digital artworks.

The sale of fine art prints is based on the print-on-demand principle, whereby a fine art print is only produced after a buyer has concluded a purchase contract online and paid the purchase price in full. All production of physical fine art prints is carried out exclusively by Hahnemühle-certified print studios in accordance with Hahnemühle's quality standards. The authenticity of each artwork is verified through the Hahnemühle Certificate of Authenticity and its associated hologram, which together form a secure proof-of-origin system.

The purpose of these General Terms and Conditions of Sale is to define the rights and obligations of the artist (seller) and the buyer (consumer or entrepreneur) in connection with transactions concluded through the MAR 2.0 platform, and to establish the legal framework applicable to such contracts.

Sales made via MAR 2.0 are concluded directly between the artist as seller and the user as buyer. Hahnemühle acts solely as the platform operator and intermediary, not as a contracting party to the sales concluded between artists and buyers. Accordingly, contracts of sale are entered into exclusively between the artist and the buyer, with Hahnemühle merely providing the technological and organizational infrastructure to facilitate the transaction. Hahnemühle assumes no warranty, guarantee, or liability for such sales beyond its duties as platform operator under these Terms.

## Article 1 – Scope of Application and Definitions

### 1.1. Scope of application

These General Terms and Conditions of Sale ("Terms") govern all sales contracts concluded between an artist registered on the MAR 2.0 platform and a buyer purchasing artworks (fine art prints and/or NFT artworks) via the platform.

These Terms are binding on both consumers and entrepreneurs within the meaning of §§ 13 and 14 of the German Civil Code (BGB), unless a clause explicitly provides otherwise.

For entrepreneurs, these terms apply equally to all subsequent or future transactions between the same parties arising from use of the MAR 2.0 platform. The inclusion of third-party general terms and conditions of an entrepreneur is hereby rejected.

Deviating, conflicting, or supplementary general terms and conditions of the buyer shall not apply unless expressly accepted in writing by the artist.

By placing an order through the MAR 2.0 platform, the buyer accepts these Terms as binding.

## **1.2. Definitions**

For the purposes of these Terms and Conditions of Sale, the following definitions shall apply:

### **Artist**

An Artist refers to any natural or legal person who has entered into a participation agreement with Hahnemühle FineArt GmbH for the use of the MAR 2.0 platform and who offers his or her own works for sale through said platform.

### **Buyer**

Buyer refers to the natural or legal person who purchases a work of art via the MAR 2.0 platform, whether as a *consumer* (within the meaning of § 13 BGB) or as an *entrepreneur* (within the meaning of § 14 BGB).

### **Goods**

Goods within the meaning of these Terms and Conditions of Sale are either *fine art prints* or *NFT artworks*.

A *Fine Art Print* refers to a physical fine art print produced according to the artist's specifications on certified Hahnemühle paper under the print-on-demand principle and authenticated by a Hahnemühle Certificate of Authenticity and hologram.

An *NFT Artwork* refers to a unique, non-fungible digital token created and recorded on a blockchain as a distinct and verifiable data entry. A blockchain is a distributed digital ledger consisting of sequentially linked data blocks that securely record transaction information through cryptographic encryption. Each block is connected to the previous one to ensure data integrity and to prevent subsequent alteration or manipulation.

An *NFT Artwork* serves as proof of ownership or authenticity of a specific digital asset and possesses an individual, non-interchangeable value. The NFT contains transaction history and metadata describing its characteristics.

However, NFTs that are created in connection with a specific work of art do not contain the artwork itself, but only a verifiable reference or digital link to that work.

### **MAR 2.0 platform**

Platform or MAR 2.0 Platform refers to the digital infrastructure operated by Hahnemühle FineArt GmbH, which enables the presentation, sale, and documentation of fine art prints and NFT artworks.

### **Certified Print Studio**

Certified Print Studio refers to a printing studio authorized and certified by Hahnemühle with "Certified Studio Platinum" status to produce fine art prints in accordance with the quality standards applicable under the MAR 2.0 program.

### ***Certificate of Authenticity or COA***

Certificate of Authenticity refers to a handmade paper document issued by Hahnemühle, accompanied by a unique hologram identifier, serving to verify the authenticity and origin of a fine art print or NFT artwork.

### **1.3. Gender disclaimer**

The masculine form used in these Terms and Conditions of Sale always refers to female, male, and diverse persons at the same time. Multiple designations are generally omitted in favor of better readability.

### **1.4. Availability and Accessibility**

These Terms are available to all users at any time through the MAR 2.0 platform under the link <https://legal.hahnemuehle.com/generat-terms-and-conditions-mar>, and may be downloaded and stored in durable PDF form. Upon registration, users expressly acknowledge that they have read, understood, and accepted the Terms as a condition of participating in the MAR 2.0 platform.

## **Article 2 – Invitation, Contractual Partner, Offer, and Conclusion of Contract**

### **2.1. Invitation to submit an offer**

The goods presented on the MAR 2.0 platform can be purchased from the artist in open or limited editions, accompanied by an analog certificate of authenticity.

The artworks presented on the MAR 2.0 platform constitute a non-binding invitation to users to submit an offer to purchase. Such presentations do not represent a legally binding offer by the artist but serve solely for information and orientation. There is no legal claim to the reproducibility, availability, and deliverability of the artworks shown.

The availability and producibility of the works of art displayed on the platform are subject to the artist's confirmation and the technical feasibility of production via the certified print studio network.

All works of art offered through the platform are sold only in customary private quantities. The artist reserves the right to refuse orders that exceed standard individual purchase volumes.

### **2.2. Creation of a user account**

In order to conclude a purchase contract via the MAR 2.0 platform, the buyer must create a personal user account. Registration is required for technical, organizational, and legal reasons, as it enables order tracking, communication, and the exercise of cancellation, warranty, and return rights. It is therefore not possible to order as a guest.

When registering, the buyer must provide accurate and complete information, including full name, address, e-mail address, and telephone number. In the case of entrepreneurs (business buyers), the company name and VAT identification number must also be provided.

The buyer is obliged to keep access data confidential and to prevent unauthorized third-party access to the user account. Hahnemühle is to be notified immediately of any suspected misuse.

### **2.3. Contractual partners**

Contracts for the sale of goods presented on the MAR 2.0 platform are concluded exclusively between the artist and the buyer. Hahnemühle FineArt GmbH is not a contractual partner and therefore assumes no liability for that contract.

Hahnemühle FineArt GmbH only enables the purchase of the goods available on the MAR 2.0 platform and provides the technical and organizational infrastructure of the MAR 2.0 platform.

Hahnemühle FineArt GmbH is not a party to the sales contract between the artist and the buyer. Hahnemühle acts solely as an intermediary and, in the case of fine art prints, as a collection service provider authorized to manage payment and order transmission on behalf of the artist.

The artist is responsible for the sale of the goods, any complaints from the buyer, and all other matters arising from the contract between the buyer and the artist.

### **2.4. Offer and conclusion of contract**

- a. After selecting an artwork, the buyer places it in the digital shopping basket. Before finalizing the order, the buyer receives an overview summarising all details of the intended purchase, including material, size, edition type, total price, and applicable taxes.
- b. By clicking the button "Buy now", the buyer submits a binding contractual offer to the artist to purchase the selected work of art under the conditions displayed.
- c. Upon receipt of the order, the system automatically generates an electronic confirmation of receipt, which is sent to the buyer by e-mail. This confirmation merely acknowledges receipt of the order and does not yet constitute acceptance of the offer.
- d. The contract is concluded at the moment the artist (or, in automated cases, the platform acting on behalf of the artist) confirms acceptance of the order electronically, or when Hahnemühle confirms the order execution on behalf of the artist.
- e. The content of the concluded contract, including the order details, is stored electronically within the buyer's user account and may be accessed or downloaded at any time.

# Article 3 – Right of Cancellation for Consumers

## 3.1. Statutory Right of Cancellation

If the buyer is a consumer within the meaning of § 13 BGB, the buyer is entitled to a right of cancellation in accordance with the following provisions. The right of cancellation may be exercised exclusively via the MAR 2.0 platform using the cancellation function provided in the user account. Declarations submitted by e-mail, post, or any channel outside the platform are not effective for exercising the right of cancellation.

## 3.2. Cancellation period

The cancellation period is fourteen (14) days from the day on which the buyer or a third party named by the buyer, who is not the carrier, takes possession of the goods. Submission of the cancellation through the platform within this period is sufficient to meet the deadline.

## 3.3. Consequences of cancellation

If you withdraw from this contract, the artist shall reimburse to you all payments received from you, with the exception of any delivery costs and supplementary charges (in particular those incurred if you requested home delivery), without undue delay and at the latest within thirty (30) days from the day on which Hahnemühle, on behalf of the artist, confirms receipt of the returned artwork and validates your cancellation. For this repayment, the same means of payment will be used that you employed in the original transaction, unless expressly agreed otherwise; under no circumstances will you be charged any fees for this repayment.

The artist (through Hahnemühle) may refuse to make the refund until the artwork has been returned to the Certified Print Studio and that studio has confirmed destruction of the artwork and its Certificate of Authenticity (COA).

You must return the goods in their original packaging immediately and in any case within fourteen (14) days from the day on which you submitted your cancellation through the MAR 2.0 platform.

The return must be made to the Certified Print Studio that produced it; the name and address of that studio are shown in the buyer's cancellation workflow on the platform. Standard postal return is not possible due to the nature of the goods.

You are only liable for any loss in value of the goods if this loss in value results from handling the goods in a manner not necessary to determine their nature, characteristics, and functioning.

## 3.4. Return and destruction procedure

Upon receipt, the Print Studio documents the condition of the returned artwork together with the buyer, and then destroys the artwork and the accompanying Certificate of Authenticity (COA). The Print

Studio confirms destruction to Hahnemühle through the platform. Hahnemühle then confirms the cancellation to the buyer via the platform.

### **3.5. Exclusions and early expiry**

Framed artworks are excluded from cancellation. If the buyer selected framing or mounting, the right of cancellation does not apply to that order. The right of cancellation is also excluded under § 312g (2) No. 1 BGB where goods are produced according to the buyer's specifications or are clearly tailored to personal needs.

### **3.6. Digital Content (NFT Artworks)**

For NFT artworks, the buyer (consumer) expressly agrees that the artist may commence performance prior to the end of the cancellation period, and acknowledges that the right of cancellation expires once the NFT has been transferred to the buyer's wallet (full performance of the contract).

## **Article 4 – Collection Conditions, Collection Period, and Default of Acceptance**

### **4.1. Production and notification of completion**

Fine art prints ordered via the MAR 2.0 platform are produced by the Certified Print Studio selected in accordance with the buyer's order and the artist's specifications.

Upon completion of production, the buyer receives an electronic notification through the MAR 2.0 platform confirming that the artwork is ready for collection and stating the studio's address and contact details.

### **4.2. Collection conditions**

The buyer shall collect the finished artwork personally from the Certified Print Studio within the opening hours communicated or by individual appointment.

The artwork is handed over only upon presentation of a valid identification (identity card or passport). The studio must verify the buyer's identity and obtain the buyer's written confirmation that the artwork has been received in perfect condition, together with the Certificate of Authenticity (COA).

Framing, mounting, shipping or home-delivery services may be offered by the Certified Print Studio on request and at the buyer's own expense and risk. Such optional services do not form part of the standard scope of services of the artist or Hahnemühle.

### **4.3. Collection period**

The buyer is obliged to collect the artwork within thirty (30) days from the date of the first collection notice.

If the buyer fails to collect the artwork within this period, the buyer shall be deemed in default of acceptance in accordance with § 293 BGB.

#### **4.4. Consequences of default of acceptance**

During the period of default of acceptance, the Certified Print Studio shall store the artwork on behalf of the buyer under proper conditions.

For storage and maintenance of the fine art print, the buyer shall pay a fee equal to 2.5 % of the net purchase price per commenced seven-day period or part thereof of storage following the lapse of the 30-day collection period.

The buyer shall also reimburse any additional expenses incurred by the Certified Print Studio or Hahnemühle due to the buyer's failure to collect the artwork in time.

#### **4.5. Further consequences**

If the buyer remains in default of acceptance for more than ninety (90) days, Hahnemühle, in accordance with Article 3.4 (Return and destruction procedure), acting on behalf of the artist, may cancel the order and instruct the Certified Print Studio to destroy the uncollected artwork together with its COA.

In such a case, the buyer is not entitled to reimbursement of the purchase price; Hahnemühle shall be released from its payment obligation to the artist and the Print Studio.

#### **4.6. No implicit cancellation**

Failure by the buyer to collect the artwork within the collection period or to respond to reminders does not constitute a valid cancellation under Article 3.

Cancellation is possible only via the MAR 2.0 platform in accordance with the procedures set out therein.

#### **4.7. Certificate of Authenticity**

Each fine art print produced under the MAR 2.0 platform is provided with a hologram and an accompanying Certificate of Authenticity (COA). The COA forms an inseparable part of the artwork.

In the event of cancellation, return, or destruction of an artwork, the COA must also be returned and destroyed in accordance with Articles 3.4 and 4.5. Refunds shall not be made where the COA is not returned and confirmed as destroyed.

## **Article 5 – Prices, Due Date and Payment**

### **5.1. Prices**

The sales prices displayed on the MAR 2.0 platform are gross in euros (EUR) and include the applicable statutory value-added tax (VAT).

The displayed price covers the artwork itself, including production on certified Hahnemühle paper and the issuance of a Certificate of Authenticity (COA). Any optional additional services requested by the buyer—such as framing, mounting, or home delivery—are charged separately at the rates agreed between the Print Studio and buyer directly during the ordering process.

The buyer also bears all applicable customs duties, import taxes, or similar charges if delivery occurs outside Germany.

## **5.2. Due date of payment**

The purchase price becomes due for payment immediately upon conclusion of the contract pursuant to Article 2.4.

Production of the fine art print begins only after the buyer's payment has been received in full.

Payments for transactions on the MAR 2.0 platform are processed exclusively via the payment service provider(s) integrated into the platform. The specific available payment methods (e.g., credit card, direct debit, or electronic wallet) are displayed before completion of the order.

## **5.3. Payment collection and allocation**

Hahnemühle FineArt GmbH is authorized by the artist to collect payments on behalf of the artist. Payment of the purchase price to Hahnemühle constitutes discharge of the buyer's payment obligation to the artist.

Upon receipt of the buyer's payment, Hahnemühle retains the printing and transaction costs (including VAT) and the agreed commission in accordance with the contracts concluded between Hahnemühle and the artist and between Hahnemühle and the Certified Print Studio. The remaining net amount ("Payout Amount") is credited to the artist in accordance with the payment schedule applicable under the artist's Fine Data Storage and Art Sales Agreement.

## **5.4. Payment default**

If a payment transaction cannot be completed due to insufficient funds, incorrect account details, or other reasons attributable to the buyer, the buyer shall bear any resulting bank and processing fees. In the event of a default of payment, statutory interest shall apply pursuant to § 288 BGB. Hahnemühle reserves the right to block the buyer's user account in the event of repeated or unjustified payment failures.

# **Article 6 – Set-off and Retention Rights**



The buyer may only exercise rights of set-off or retention against claims of the artist or Hahnemühle if such counterclaims are legally established, undisputed, or directly connected to the same contractual relationship.

## **Article 7 – Liability**

### **7.1. Principle of liability**

The artist is liable to the buyer in accordance with the statutory provisions of the Federal Republic of Germany, unless otherwise provided below.

Hahnemühle FineArt GmbH, as operator of the MAR 2.0 platform, acts solely as an intermediary and technical service provider.

Hahnemühle is not a contracting party to the purchase agreement between artist and buyer and therefore assumes liability only in cases expressly provided by law or arising from its own grossly negligent or intentional conduct.

### **7.2. Liability for intent and gross negligence**

The artist and Hahnemühle shall each be fully liable for damages resulting from intentional or grossly negligent breaches of duty, irrespective of the legal basis of the claim.

### **7.3. Liability for simple negligence**

In the event of simple (slight) negligence, liability exists only where an essential contractual obligation ("cardinal obligation") has been breached; a cardinal obligation is one whose fulfillment is indispensable for proper execution of the contract and on the observance of which the contracting party regularly relies.

In such cases, liability is limited to EUR 500 per incident unless otherwise provided by law.

### **7.4. Exclusion of indirect and consequential damages**

Except in cases of intent or gross negligence, liability for indirect or consequential losses, in particular for lost profit, production downtime, or loss of data, is excluded.

### **7.5. Statutory Exceptions**

Nothing in this Article limits liability:

- for damages resulting from injury to life, body or health;
- under the Product Liability Act (ProdHaftG);
- for damages caused by fraudulent concealment of defects; or
- for guarantees of quality or durability, if such have been expressly given.

### **7.6. Liability of assistants and representatives**

The above limitations of liability apply equally to the personal liability of employees, representatives, and vicarious agents of both the artist and Hahnemühle.

## Article 8 – Warranty

### 8.1. Statutory warranty rights

The buyer shall have statutory warranty rights (Mängelhaftung) under §§ 434 ff. BGB.

These apply to all artworks purchased via the MAR 2.0 platform unless otherwise provided below.

Warranty claims exist only against the artist as the seller of the artwork. Hahnemühle FineArt GmbH is not a party to the purchase contract and therefore assumes no warranty obligations.

### 8.2. Nature and quality of the artwork

Each fine art print is produced individually on demand. Minor deviations in color tones, surface texture or dimensions between the preview image displayed on the platform and the finished print shall not constitute a defect if they are technically unavoidable or typical for fine art printing processes.

Likewise, minor deviations caused by the manual application of holograms or natural variations in Hahnemühle papers do not constitute defects.

### 8.3. Notification of defects

Any obvious defects must be reported immediately upon collection of the artwork from the Certified Print Studio and documented jointly by the buyer and the studio. Such documentation must be uploaded through the MAR 2.0 platform within the same day.

Hidden defects must be reported by the buyer without undue delay after discovery, not later than fourteen (14) days after the collection, and exclusively via the MAR 2.0 platform, using the complaint-reporting function provided for this purpose.

Complaints made outside the platform or submitted directly to the artist or Hahnemühle by e-mail, post, or telephone are not considered valid notifications of defects under this clause.

### 8.4. Remedy and procedure

Upon valid notification of a defect, the artist may, at his discretion, provide subsequent performance (Nacherfüllung) either by

- a. producing a replacement artwork free of charge, or
- b. issue a full refund to the buyer.

The buyer shall return the defective artwork, together with its Certificate of Authenticity (COA), to the Certified Print Studio designated in the platform workflow.

The defective artwork and its COA are destroyed by the Print Studio following verification of the defect and instructions by Hahnemühle.

If neither replacement nor refund is possible within a reasonable period, the buyer may withdraw from the contract or reduce the purchase price in accordance with §§ 437 and 441 BGB.

### **8.5. Limitation of warranty**

The statutory limitation period for claims based on defects is two (2) years from the date of handover of the artwork. If the buyer is an entrepreneur within the meaning of § 14 BGB, the limitation period shall be one (1) year from the date of delivery.

The statutory provisions governing suspension, interruption, and recommencement of limitation periods remain unaffected.

### **8.6. Inspection and complaint obligations of entrepreneurs**

If the buyer is an entrepreneur, the statutory obligations under §§ 377 and 381 HGB apply. Defects must therefore be inspected and reported in writing without delay. Failure to provide timely notice shall exclude any warranty rights for the unreported defect.

### **8.7. Exclusions**

No warranty claims exist for damages or defects arising from improper handling, storage, exposure to moisture, direct sunlight, heat or other environmental influences after collection.

Warranty rights are also excluded where the buyer or third parties attempt unauthorised repairs or modifications to the artwork.

### **8.8. Role of Hahnemühle**

Hahnemühle FineArt GmbH facilitates communication and documentation of warranty cases through the MAR 2.0 platform, but is not itself liable for defects in artworks.

Any assistance provided by Hahnemühle shall not constitute an assumption of warranty obligations.

## **Article 9 – Copyright and Use Rights**

### **9.1. Ownership and copyright**

By purchasing a work of art through the MAR 2.0 platform, the buyer acquires ownership of the physical fine art print or a token to the digital NFT artwork, as applicable.

All intellectual property rights, in particular the copyright (Urheberrecht), ancillary rights, and any reproduction, distribution, or publication rights, remain exclusively with the artist as the author of the work.

## **9.2. Scope of permitted use**

The buyer is authorized to use the purchased artwork solely for private purposes, including its personal enjoyment, display in private premises, and resale in its original form. The buyer may not, without the artist's express written consent:

- reproduce the artwork or any part thereof,
- distribute copies or digital reproductions,
- make the artwork publicly accessible online or offline (e.g. exhibition websites, social media, or NFTs created by third parties),
- rent, lend, or otherwise commercially exploit the artwork, or
- alter, modify, or combine the artwork with other works.

## **9.3. NFT artworks**

The acquisition of an NFT artwork via the MAR 2.0 platform does not grant the buyer any copyright utilization rights under §§ 15 ff. UrhG.

The NFT functions solely as a proof of authenticity and ownership of a specific digital asset recorded on the blockchain. The buyer is not entitled to mint, copy, resell, or otherwise reproduce the NFT or the associated digital file beyond the scope expressly permitted by the artist through the MAR 2.0 platform.

All metadata, blockchain identifiers, and technical assets associated with the NFT remain the intellectual property of the artist and/or Hahnemühle FineArt GmbH.

## **9.4. Exhibition and resale**

The buyer is entitled to exhibit the purchased artwork publicly in accordance with § 44(2) UrhG.

The buyer is further entitled to resell the artwork in its original form, provided that such resale does not infringe the artist's copyright or moral rights and that the Certificate of Authenticity (COA) remains attached to the artwork.

The artist's resale right (Folgerecht) under § 26 UrhG remains unaffected.

## **9.5. Trademarks and branding**

The buyer is not authorized to use any trademarks, trade names, or other signs belonging to Hahnemühle FineArt GmbH or to the artist in connection with commercial promotion, resale, or any derivative works.

## **9.6 Copyright notice for artworks**

Each artwork offered or produced under the MAR 2.0 platform shall include the following copyright notice in its metadata, documentation or accompanying Certificate of Authenticity (COA):

### **Copyright Notice**

*This artwork (NFT/Print) is an authentic creation by [Artist Name]. The Collector owns this token or print and may display it for private, non-commercial purposes. All copyright and reproduction rights remain exclusively with the Artist.*

This notice forms an integral part of the artwork's identification data and must not be altered or removed. It must appear in all digital metadata linked to the NFT or COA.

## **Article 10 – Data Protection**

### **10.1. Compliance with data protection law**

All parties undertake to comply with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). Hahnemühle FineArt GmbH, the Artist, and the Certified Print Studios process personal data solely for the purpose of fulfilling and executing the contracts concluded via the MAR 2.0 platform. Personal data shall be collected, processed, and stored only to the extent necessary for the performance of the contract and for maintaining the functionality and security of the MAR 2.0 platform.

### **10.2. Roles and responsibilities**

The Artist acts as the data controller within the meaning of Art. 4(7) GDPR for the personal data of buyers processed in connection with the sale of artworks. Hahnemühle FineArt GmbH acts as a data processor within the meaning of Art. 4(8) GDPR, providing the technical infrastructure and processing personal data on behalf of the Artist for purposes of contract performance, payment processing, authentication, and communication. The Buyer is the data subject within the meaning of Art. 4(1) GDPR and retains all rights to information, access, rectification, and erasure of personal data as provided in Articles 12-23 GDPR.

### **10.3. Data processing by Hahnemühle**

The processing of personal data by Hahnemühle is governed by a separate Order Processing Agreement (Auftragsverarbeitungsvertrag) concluded between Hahnemühle and the Artist in accordance with Art. 28 GDPR.

This agreement defines the subject, duration, nature, and purpose of the data processing, the categories of data subjects and data, as well as the rights and obligations of both parties.

Hahnemühle ensures that all persons authorized to process data are bound by a confidentiality obligation and that appropriate technical and organizational measures pursuant to Art. 32 GDPR is implemented to ensure the protection of personal data against loss, destruction, unauthorized access, or alteration. Hahnemühle shall review these measures at least annually.

### **10.4. Data sharing with third parties**

Personal data will only be disclosed to third parties where this is necessary for the performance of the contract – for example, to Certified Print Studios, payment service providers, or shipping partners – and only to the extent required for the respective purpose. Any further disclosure, in particular for advertising or marketing purposes, shall not take place without the buyer's express consent.

### **10.5. Rights of the buyer**

The buyer has the right to obtain confirmation from the Artist and Hahnemühle as to whether personal data concerning him or her is being processed, and, if so, access to such data and related information (Art. 15 GDPR).

The buyer also has the right to rectification (Art. 16 GDPR), erasure ("right to be forgotten," Art. 17 GDPR), restriction of processing (Art. 18 GDPR), and data portability (Art. 20 GDPR).

Requests concerning these rights may be submitted directly to the Artist or via the MAR 2.0 platform. Hahnemühle will assist the Artist in responding to such requests in accordance with the Order Processing Agreement.

### **10.6. Data retention and deletion**

Personal data shall be retained only for as long as necessary to fulfill contractual obligations or as required by statutory retention periods. After expiry of these periods, data shall be deleted or anonymized in accordance with Art. 17 GDPR, unless further processing is required for the establishment, exercise or defense of legal claims.

### **10.7. Data protection officer and contact**

Hahnemühle FineArt GmbH has appointed a Data Protection Officer in accordance with Art. 37 GDPR. Questions or requests concerning data protection may be directed to:

Hahnemühle FineArt GmbH  
Data Protection Officer  
Hahnestraße 5, 37586 Dassel, Germany  
E-mail: [datenschutz@hahnemuehle.com](mailto:datenschutz@hahnemuehle.com)

## **Article 11 – Final Provisions**

### **11.1. Place of performance**

The place of performance for all obligations arising from contracts concluded via the MAR 2.0 platform is Dassel, Germany, unless otherwise expressly agreed in writing.

### **11.2. Governing law**

These Terms and all contracts concluded through the MAR 2.0 platform shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on

Contracts for the International Sale of Goods (CISG).

The application of mandatory consumer protection provisions of the buyer's country of habitual residence remains unaffected, provided that such provisions cannot be waived by agreement.

### **11.3. Jurisdiction**

If the buyer is a merchant (Kaufmann) within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms or any contract concluded under them shall be Dassel, Germany.

The same applies if the buyer has no general place of jurisdiction within Germany, moves his domicile or habitual residence abroad after conclusion of the contract, or if his domicile or habitual residence is unknown at the time the action is filed.

### **11.4. Written form requirement**

Amendments or supplements to these Terms and to the contracts concluded under them must be made in writing to be valid. This also applies to any agreement to waive the written form requirement itself.

The written form requirement shall be deemed fulfilled by communication in text form (e.g., e-mail or electronic form within the MAR 2.0 platform) in accordance with § 126b BGB, unless mandatory statutory provisions require a stricter form.

### **11.5. Headings**

The headings of the individual provisions are for reference and organizational purposes only and shall not affect the interpretation of these Terms.

### **11.6. Deviating conduct**

Temporary tolerance of conduct deviating from these Terms shall neither constitute a waiver of rights nor create new rights or obligations beyond the agreed contractual provisions.

### **11.7. Severability clause**

Should any provision of these Terms be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the economic purpose and intent of the invalid provision. The same applies in the event of contractual gaps.

### **11.8. Contractual language**

The contractual and legally binding language is German. Translations are provided for convenience only and have no legal effect. In case of doubt, the German version prevails.

### **11.9 Online Dispute Resolution**

The European Commission provides a platform for online dispute resolution (ODR), which can be accessed at <http://ec.europa.eu/consumers/odr/>. The artist is not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.