

General Terms and Conditions of Franz West Werknutzungs GmbH (FWWG)

1. Orders shall be deemed placed when clients accept the offers extended by FWWG.
2. Changes of orders shall be done in writing to be valid.
3. Complaints shall be made within 14 days from delivery. When this period has expired, delivery shall be deemed accepted.
- 4. FWWG will fill orders with the required care and diligence customary in the trade. It will only be liable for any consequences of an order in the event of malice aforethought or gross negligence.
5. In the event that works are sent in, transport to FWWG and back shall be on behalf and at the expense of the sender. FWWG will fulfil its customary obligations in respect of care and diligence on site. During transport and for the period that a work is in the custody of FWWG the work shall be insured by the sender or client.
- 6. Clients will permit FWWG to collect, store and pass on data of Franz West's works obtained in the course of processing unless the client excludes this in writing when placing the order. The storage of the data in the database about the work of Franz West is exclusively for scientific purposes (creation of an as complete as possible list of provenance for the artworks) and the regulations of the DSGVO apply, in particular regarding the handling of personal data for scientific purposes.
7. The payment term for orders placed with FWWG is 30 days. In the event of non-payment an amount of € 10.00 per reminder and interest on arrears at a rate published by the government ministry in charge from the date on which the amount fell due will be charged.
8. The competent courts in Vienna shall have jurisdiction in matters concerning orders placed with FWWG.

1.9.2018