

Issuing of Koch-Shares

General Terms and Conditions (GTC)*

Preamble

The possession of Koch-Shares denotes participation in the Finance(-ing)-System for Art-Dealing and thus the support of projects developed and/or realized by Doris Koch or Büro komPleX. The Finance(-ing)-System for Art-Dealing was conceived by the conceptual artist Doris Koch. As production office for projects with participatory artistic practices, the Büro komPleX is also the administrator of the Finance(-ing)-systems.

The proceeds from the issuing of Koch-Shares also flows, based on the percentage disclosed on the Büro komPleX website, on the one hand, into projects with participatory artistic practices in public contexts and, on the other, into the artistic work-in-progress Finance(-ing)-System for Art-Dealing. Koch-Shares are objects of dealing and taking action in art. Koch-Shares are part of a work of art. Insofar, individuals who possess Koch-Shares are Share-Takers in the Finance(-ing)-System for Art-Dealing.

§ 1 General

Under www.kochscheine.de, the Büro komPleX operates an Internet platform for issuing and dealing in Koch-Shares. As operator and owner of this platform, the Büro komPleX is the contract partner for all individuals who take possession of Koch-Shares via this platform and carry out transactions with Koch-Shares.

The General Terms and Conditions apply for the issuing of Koch-Shares and for the delivery of them throughout Germany and worldwide. Should conceptual changes be made in the course of the further development of the artistic work-in-progress Finance(-ing)-System for Art-Dealing, these General Terms and Conditions can be altered correspondingly by the Büro komPleX. All Share-Takers will be notified of such changes in due time. They first come into effect after a period of six weeks after the issuing of such a notification. Prior to changes coming into effect, orders to purchase Koch-Shares that have already been received will be processed according to the still valid old GTC.

§ 2 Conclusion of Contracts

The Koch-Shares presented by Büro komPleX on the Internet or in other media do not represent a sales offer, but rather only an invitation to individuals interested in becoming Share-Takers to deliver a Certificate of Participation. Certificates of Participation can be provided using the form available online. The Certificate of Participation of the individual interested in becoming a Share-Taker is then deemed accepted when the Koch-Shares are handed over to the postal/courier service, etc.

Certificates of Participation from individuals will only be accepted according to the respectively applicable prices and conditions. For Koch-Shares being issued for the first time, the issuing price of 30 € applies. The reference price applies for Koch-Shares being issued for the second, third, fourth, etc. time and/or with which activities have been or are undertaken. The respective reference price is always related to the batch from which the Koch-Share comes. All prices for the Koch-Shares are to be understood, insofar as not otherwise stated, incl. the applicable value added tax (7%).

The Büro komPleX endeavours to make apparent which Koch-Shares from which batch are available for issuing and which are not. Errors cannot, however, be excluded. Should one or multiple Koch-Shares not be available for delivery, the Büro komPleX will then inform the individual interested in becoming a Share-Taker of this as quickly as possible. Should the individual interested in becoming a Share-Taker have already transferred the issuing price to Büro komPleX in such a case, the corresponding amount will be immediately refunded.

§ 3 Payment Methods

Issuing as well as purchase takes place solely against payment in advance. Individuals interested in becoming a Share-Taker transfer the price of the Koch-Shares to the Büro komPleX account.

The Koch-Shares are registered to the name of the Share-Taker in the art-dealings database. Should the Share-Taker have opened a depot, the Koch-Shares will then be placed in the corresponding depot.

§ 4 Delivery and Shipping Costs

Deliveries within Germany take place by post, parcel service, or forwarding agency solely at the risk of the Büro komPleX. No costs for packaging or shipment are charged. Deliveries abroad take place based on the shipping costs incurred. Such deliveries require a special agreement, but are possible at any time.

§ 5 Delivery Times

The delivery period begins with the date that payment is received on the Büro komPleX account. Within Germany, the delivery time amounts to between 3 to 4 workdays. In the case of deliveries abroad, up to 10 to 12 workdays. The delivery time is extended accordingly in the case of absences from work (e.g. illness of an employee, holiday periods). In such cases, we endeavour to inform individuals interested in becoming a Share-Takers by email.

§ 6 Data Protection

The Büro komPleX commits to observe the legal regulations regarding data protection. The data provided will not be transmitted or made available to third parties. The Share-Taker agrees to allow personal data to be saved electronically within the framework of the Finance(-ing)-System for Art-Dealing. The data are used solely for the processing of art-dealings.

By registering for the Büro komPleX Circulation Letter, the Share-Taker will be informed of the activities and current project of Doris Koch and the Büro komPleX by email. If desired, the Circulation Letter can be cancelled at any time.

§ 7 Guarantee

The pictures used to describe the Koch-Shares are sample photos. These images are not a true-to-life representation of the article in every case, but are instead provided solely for illustrative purposes. Depending on the screen used, in particular colours and sizes may vary to some extent. Please take into account the fact that all Koch-Shares are made by hand. Markings can have different qualities. For traces of wear and tear, e.g. colours, paper, resistance to light, particularly in the case of Koch-Shares with a cooperative drawing, guarantee can only be provided on the basis of average durability. In the case of justified complaints, the individual exchanging or purchasing the Koch-Shares is eligible for a replacement of his/her choice. Any further claims are excluded.

§ 8 Reservation of Ownership

Until the receipt of the issuing value, the Koch-Shares the goods remain the property of Doris Koch.

§ 9 Copyrights

The seller, Doris Koch, or the issuing office commissioned by her, the Büro komPleX, ensures that she herself designed the Finance(-ing)-System for Art-Dealing concept and the objects of the art-dealings. The Koch-Shares presented on the website are subject to internationally valid copyright and are proprietary.

The copyright provisions include the fact that a work of art may not be altered without the consent of the artist and/or the copyright holder. For the Koch-Shares, these provisions are partially suspended. The Share-Taker can place a drawing or add to an existing drawing on the side of the Koch-Shares without the marking. The Share-Taker agrees to allow subsequent owners of Koch-Shares to draw on the Koch-Shares and therefore alter existing drawings.

§ 10 Exhibition Rights

The artist reserves the sole right to exhibit the objects of the art-dealings, such as, for example, the Koch-Shares. Publically exhibiting Koch-Shares by the owner and/or Share-Taker or a third party therefore requires the prior consent of the artist. By opening a depot, the Share-Taker agrees to the exhibiting of his/her depot in public exhibitions.

§ 11 Further Sale

Further sale to third parties is exclusively permitted within the framework of the Finance(-ing)-System for Art-Dealing via the Koch-Share-Dealing-Platform.

§ 12 Place of Jurisdiction

The place of performance and jurisdiction is Berlin. The laws of the Federal Republic of Germany shall apply, to the exclusion of the UN Sales Convention.

§ 13 Final Provision / Severability Clause

Should any provision in these terms and conditions be void, invalid, or contestable, this shall not affect effectiveness of all the other provisions or agreements.

Status: 18.10.2013

Cancellation Policy

Right of Revocation

You may revoke your contractual declaration in writing within two weeks without giving reasons (e.g. letter, fax, email) or by means of return delivery. This period begins with the receipt of the delivery by the recipient. The timely despatch of the revocation or the goods shall be deemed sufficient for compliance with the revocation term.

Consequences of Revocation

In the case of an effective revocation, the services received on both sides must be returned. In the event that you are unable to return the service received in whole or in part or only in a deteriorated state, you shall be obliged to provide compensation for any depreciation in value. We ask you to pay sufficient postage for the return shipment and to inform us of such (e.g. by email, fax, or telephone). Carriage forward shipments cannot be accepted.

*The translation of the GTC is provided solely to facilitate understanding. The German AGB are valid.