

General Terms and Conditions / Terms of Use

§ 1 General

a) Scope of application

These General Terms and Conditions apply to all business relationships between MARIANA PARVANOVA - art photography for your rooms (hereinafter referred to as MARIANA PARVANOVA Art, "us" or "we") and a customer (hereinafter referred to as the customer or "you") in the version valid at the time the contract is concluded. Unless otherwise agreed, any conflicting general terms and conditions of the customer are expressly rejected.

MARIANA PARVANOVA - art photography for your rooms is an art photography trading company for the sale of photographic (art) products and prints.

Customers are consumers and entrepreneurs as follows:

A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession (§ 13 BGB).

An entrepreneur is any natural or legal person or a partnership with legal capacity who or which, when entering into a legal transaction, acts in exercise of his or its independent professional or commercial activity (Section 14 BGB).

§2 Conclusion of a contract, storage of the contract text

(1) The following provisions on the conclusion of a contract apply to orders placed via our online shop <http://www.marianaparvanova.com>.

(2) If the contract is agreed, the contract is made with:

MARIANA PARVANOVA - art photography for your rooms
Owner Dr Mariana Parvanova-Brett
Baumkirchner Str. 21A
81673 Munich

(3) The presentation of the goods in our online shop does not constitute a legally binding contractual offer on our part, but a non-binding online catalogue.

(4) The products selected by you via the "Add to shopping basket" button are summarised once again in an order overview at the end of the ordering process. Here you can check all the information provided during the ordering process and amend or correct it using the "Change" button. By clicking on the "Buy now" button, you submit your order data and make a binding declaration to MARIANA PARVANOVA Art that you wish to purchase the products listed there (offer to conclude a purchase contract).

(5) We automatically accept your offer when we receive your order. Immediately after submitting the order, you will receive an order and contract confirmation by e-mail, in which the details of your order and our General Terms and Conditions are listed.

(6) For security reasons, your order details are no longer accessible via the Internet. They are stored by us and can be sent to you on request after your order has been completed. For your security, MARIANA PARVANOVA Art recommends that you print out the order details and the General Terms and Conditions applicable at the time of ordering.

(7) The contract language is German.

(8) Please note that we only sell all products in normal household quantities.

§3 Prices, payment, due date

(1) The prices quoted include statutory VAT and other price components. Any shipping costs (§4 of these GTC) are added.

(2) During the checkout process, you will be redirected to the payment provider WIXPayments (Wix.com Ltd., Nemaal St. 40, 6350671 Tel Aviv, Israel; privacy policy: <https://de.wix.com/about/privacy>), where you will check the data, select the means of payment and finalise the payment. You will then be redirected back to our website. You expressly authorise us to collect the price owed via your specified means of payment using PayPal on your own behalf.

(3) In the event that the customer's account does not have sufficient funds or the customer raises an unjustified objection to the direct debit, MARIANA PARVANOVA Art may demand a processing fee of EUR 5.00 from the customer.

(4) If you are in default of payment, MARIANA PARVANOVA Art shall be entitled to charge interest on arrears at a rate of 5 percentage points above the base interest rate p.a. announced by the European Central Bank for customers and 9 percentage points above the base interest rate p.a. announced by the European Central Bank for entrepreneurs. In addition, MARIANA PARVANOVA Art may demand a lump sum of € 2.50 per reminder with the exception of the first reminder. If MARIANA PARVANOVA Art has demonstrably incurred a higher damage caused by default, MARIANA PARVANOVA Art is entitled to claim this.

(5) In the above-mentioned cases, you can prove that MARIANA PARVANOVA Art has not incurred any damage at all or that this damage is lower than the above-mentioned lump sums.

§4 Shipping costs

The shipping costs that MARIANA PARVANOVA Art charges for deliveries can be found under shipping costs.

Due to liability regulations, it is not possible for the deliverer's employees to open the packaging. If you wish to exercise your right of cancellation, the packaging must be kept for the return.

§5 Delivery

(1) Unless expressly stated otherwise in the product description, we shall deliver the goods within 14 working days. The period for delivery begins after the contract amount has been credited to our bank account. If the deadline falls on a Saturday, Sunday or public holiday at the place of delivery, the deadline ends on the next working day. In the event of any delays, you will be notified individually by e-mail.

(2) The delivery of artworks that have to be produced first may be delayed by up to 30 working days. In the event of further delays, you will be notified individually by e-mail.

(3) The risk of accidental loss and accidental deterioration of the item sold shall pass to the buyer when the item is handed over to the buyer.

§6 Duties & Taxes

Items that are shipped internationally may be subject to customs duties, taxes or other fees set by the destination country and are solely the customer's responsibility. These fees are in addition to the price and shipping cost charged at checkout and are typically collected prior to delivery depending on your destination. It is the customer's responsibility to ensure that the item(s) can be legally imported into the destination country. Regulations may prohibit importation of items made with exotic materials.

§7 Certificate of authenticity with signature

For organisational reasons, MARIANA PARVANOV Art may send the certificate of authenticity with the artist's signature and the details separately to the customer - even with a time delay.

In this case, the cancellation period only begins after receipt of the certificate of authenticity with signature.

§8 Retention of title

We reserve title to the goods until the purchase price has been paid in full.

§9 Right of cancellation

(1) Cancellation of works of art that have to be customised

A right of cancellation is excluded for works of art that have to be custom-made according to the order.

(2) Cancellation of works of art with certificate of authenticity

If you make use of your right of cancellation, you must also return the unused certificate of authenticity immediately. The purchase price will not be refunded if the certificate of authenticity is not received.

The right of cancellation expires when the certificate of authenticity is used on the work of art, the frame, the lamination or elsewhere.

(3) Right of cancellation for entrepreneurs

The right of cancellation for entrepreneurs is excluded by law.

(4) Right of cancellation for consumers

Consumers have a right of cancellation in accordance with the following provisions:

Cancellation policy

Right of cancellation

(1) You have the right to cancel this contract within fourteen days without giving any reason.

(2) We would like to point out that there is no right of cancellation for works with a format individually selected by you ("select individual format") or for pure photographic prints, as the works created are produced individually according to your specifications. A right of cancellation is excluded for individual products in accordance with § 312 g Para. 2 No. 1 BGB.

(3) The cancellation period is 14 days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods if you have ordered one or more goods as part of a single order and the goods or goods are delivered in a single delivery

or

on which you or a third party named by you, who is not the carrier, have taken possession of the last goods, if you have ordered several goods as part of a single order and the goods are delivered separately.

(4) To exercise your right of cancellation, you must inform us

MARIANA PARVANOVÁ - art photography for your rooms
Dr Mariana Parvanova-Brett
Baumkirchner Str. 21A
D-81673 Munich
E-mail: kontakt@marianaparvanova.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form, but this is not mandatory.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this

repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

We may withhold reimbursement until we have received the goods back or until you have supplied evidence of having sent back the goods, whichever is the earliest.

You must return the goods in their original packaging without delay and in any case within 14 days of the day on which you inform us of the cancellation of this contract at the latest. The deadline is met if you dispatch the goods before the 14-day period has expired.

You bear the direct costs of returning the goods for orders.
Some goods cannot be returned by normal post.
In this case, please contact us by e-mail for further information.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

End of the cancellation policy

§10 Cancellation form

Sample cancellation form

(If you wish to cancel the contract, please complete this form and return it to us).

To :

MARIANA PARVANOVА - art photography for your rooms
Dr Mariana Parvanova-Brett
Baumkirchner Str. 21A
81673 Munich
E-mail: kontakt@marianaparvanova.de

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date of notification

(*) Delete as appropriate.

§11 Warranty

(1) The statutory warranty rights shall apply, unless expressly agreed otherwise.

(2) A warranty claim can only arise with regard to the properties of the products; reasonable deviations in the aesthetic properties are not covered by the warranty claim. Insofar as guarantees are given in addition to the warranty claims, you will find the exact conditions of these with the product. Possible guarantees do not affect the warranty rights.

(3) If you as a customer are an entrepreneur according to § 14 BGB, your claims for defects presuppose that you have fulfilled your statutory inspection and complaint obligations (§§ 377, 381 HGB). If a defect is discovered during the inspection or later, we must be notified immediately in writing. The notification shall be deemed immediate if it is made within two weeks, whereby the timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, you must notify us in writing of obvious defects (including incorrect and short deliveries) within two weeks of delivery, whereby the timely dispatch of the notification is also sufficient to meet the deadline. If you fail to duly inspect the goods and/or notify us of defects, our liability for the unreported defect shall be excluded.

§12 Offsetting, retention

You shall only be entitled to set-off if your counterclaims have been legally established or recognised by MARIANA PARVANOV Art.

You are also entitled to offset if you assert complaints or counterclaims from the same purchase contract. Furthermore, you are only authorised to exercise a right of retention to the extent that your counterclaim is based on the same contractual relationship.

§13 Liability

(1) Exclusion of liability

MARIANA PARVANOV Art and its legal representatives and vicarious agents shall only be liable for intent or gross negligence. Insofar as material contractual obligations (i.e. obligations whose fulfilment is of particular importance for achieving the purpose of the

contract) are affected, liability shall also be assumed for slight negligence. Liability shall be limited to the foreseeable damage typical of the contract. MARIANA PARVANOV Art shall only be liable in the event of a grossly negligent breach of non-essential contractual obligations in the amount of the foreseeable damage typical for the contract.

(2) Reservation of liability

The above exclusion of liability does not apply to liability for damages resulting from injury to life, limb or health. The provisions of the Product Liability Act also remain unaffected by the exclusion of liability.

§14 Copyrights / Intellectual property

(1) With the purchase of a photographic print / a work of art from us, you only acquire ownership of it in rem. No other rights of use are granted. Any reproduction (duplication), distribution, rental, licensing/sublicensing, making available to the public or other analogue or digital exploitation is not permitted, unless permitted by law. However, you may resell the print / artwork.

(2) Copyrights

The artist holds the copyrights to his work. The rights of representation and reproduction of the works presented on our website marianaparvanova.com belong to their authors and MARIANA PARVANOV Art. Any use of these rights requires their joint authorisation. The customer's rights to the purchased work are therefore limited to a right of private use, excluding any rights of representation and reproduction.

(3) Intellectual property

All elements on the website and the website itself are protected by copyright, trademark law, design law, model law and/or all other intellectual property rights. The following are considered to be non-exhaustive elements: photographs, images, designs, illustrations, texts, videos, logos, screensavers, backgrounds, brands, models, software programmes, etc. These items belong to MARIANA PARVANOV Art or are used with the authorisation of their owners. Therefore, any reproduction, representation, use, adaptation, modification, incorporation, translation, commercialisation, in whole or in part, regardless of the type of process or support (paper, digital...) is prohibited without the prior written permission of MARIANA PARVANOV Art.

§15 Personal data

All regulations regarding the protection of your data can be found in our Privacy Policy and in our Cookie Policy.

§16 Changes and functionality of the website

(1) Changes

MARIANA PARVANOV Art reserves the right to make changes to the website www.marianaparvanova.com at any time and to restrict or completely terminate functionalities. The functions of the website may also be temporarily unavailable or not fully usable due to maintenance work, expansion and conversion or other disruptions, whereby

the customer cannot assert any claims against MARIANA PARVANOVA Art. MARIANA PARVANOVA Art cannot be held responsible for technical faults or loss of data.

(2) No guarantee of availability at all times

MARIANA PARVANOVA Art does not guarantee that the services offered will be available at all times. MARIANA PARVANOVA Art also does not guarantee that the services offered or parts thereof can be made available and used from any location.

§17 Terms of use and contents

(1) By using the website www.marianaparvanova.com, you agree to these Terms of Use/GTC.

(2) The contents of this website are created with the greatest possible care. However, MARIANA PARVANOVA Art assumes no liability for the accuracy, completeness and timeliness of the content provided.

§18 Authorised use

This website may only be used for the following purposes:

Viewing this website,

Checking information on the services and products offered,

Making legitimate orders and purchases

using other functions made available on this website.

Any other use of this website without the prior written consent of MARIANA PARVANOVA Art is prohibited.

The duplication, processing, distribution, public reproduction or any other form of utilisation of the contents of this website for commercial purposes is prohibited, unless otherwise agreed in the description of the respective product/service. The use of automated systems or automated software to extract content from this website is also prohibited. Any access to the content of the website that does not take place via the user interface of the website is also prohibited.

All measures that may interfere with the function of the website are prohibited. This also includes actions that could result in an excessive or unreasonable load on the website infrastructure.

Participation in activities that cause or may cause damage to the website or impair the performance, availability or accessibility of the website is strictly prohibited. Without prejudice to the assertion of other rights, MARIANA PARVANOVA Art reserves the right to block the access of individual users to this website at any time if these terms of use are violated.

§19 Indemnification and compensation

You agree to defend, indemnify and hold us harmless from and against any and all actual or alleged claims, damages, costs, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to your use of the Site and Services in violation of these Terms, including, without limitation, any use in violation of the restrictions and requirements set forth in the "Acceptable Use" section, unless such circumstances are not due to your fault.

You will promptly reimburse us for our damages, losses, costs and expenses in connection with or arising from such claims.

§20 Submission of ideas

Do not submit any ideas, inventions, works of authorship or other information that may be considered your own intellectual property that you wish to present to us unless we have previously signed an intellectual property agreement or a non-disclosure agreement.

If you disclose this to us without such a written agreement, you grant us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

§21 Links to other websites

Our website may contain links to third-party websites over whose content we have no influence. We can therefore accept no liability for this third-party content. The respective provider or operator of the pages is always responsible for the content of the linked pages. The linked pages were checked for possible legal violations at the time of linking. Illegal contents were not recognisable at the time of linking. However, permanent monitoring of the content of the linked pages is not reasonable without concrete evidence of an infringement. If we become aware of any legal infringements, we will remove such links immediately.

§ 22 Concluding provisions

(1) Subsequent amendment of the terms and conditions

MARIANA PARVANOVA Art shall be entitled to subsequently amend and supplement the General Terms and Conditions in relation to existing business relationships insofar as changes in legislation or case law make this necessary or other circumstances lead to the contractual equivalence relationship being not only insignificantly disturbed. A subsequent amendment to the terms and conditions of business in the case of long-term business relationships shall become effective if the customer does not object within six weeks of notification of the amendment. MARIANA PARVANOVA Art shall expressly draw the customer's attention to the effect of his silence as acceptance of the amendment to the contract at the beginning of the period and shall give him the opportunity to make an express declaration during the period. If the customer objects within the deadline, both MARIANA PARVANOVA Art and the customer may terminate the contractual relationship without notice.

(2) Contract language

The contract language is German.

(3) Place of jurisdiction

The exclusive place of jurisdiction for all legal disputes arising from this contract shall be the registered office of MARIANA PARVANOVA Art in Munich, provided that the customer is a merchant, a legal entity under public law or a special fund under public law or provided that the customer has no place of jurisdiction in the Federal Republic of Germany.

(4) Choice of law

Insofar as there are no mandatory statutory provisions to the contrary under the customer's home law, German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(5) Online dispute resolution (B2C)

The EU Commission has created an internet platform for the online settlement of disputes concerning contractual obligations arising from online contracts (ODR platform). The customer can access the ODR platform via the following link:

<http://ec.europa.eu/consumers/odr/>

MARIANA PARVANOVA Art is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(6) Severability clause

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.

Version: 23.02.2024