

Auction Terms of Use

How do I register for an auction?

All bidders need to register by completing an online form and providing all required information, such as their full name, contact information. Check the instructions for the sale you are interested in and register early. We will communicate the status of your registration via the email and contact information you provide.

How do I place a bid?

Simply go to www.artespace.de, pick the piece(s) you are interested in, and place a bid with the Bid button. You will receive an email confirming your bid if you are the higher bidder. If somebody else places a higher bid, you will be notified by email and be offered to place a higher bid yourself. The process ends on 30.05.2021 at 20:00.

Alternatively, you will find the different pieces on our Instagram #artespacegallery where you will have re-directing link to the above mentioned website.

What are bidding increments?

Our bidding increments determine the next minimum bid that can be placed. They are based on the current bid of each item and increase at the following intervals, when the current bid is: €0 - €99: €10 €100 - €499: €30 €500 - €999: €50 €1.000 - €2.999: €100 €3.000 - €9.999: €200 €10.000 and above: €500

1. Basic Conditions
The Services include an online marketplace and tools to buy, bid on, inquire about, list, market, offer for sale, and sell artwork and other property. All property is offered for sale and sold directly from the seller to the buyer, and we are not a party to any sale. We may facilitate communication or payment between buyers, prospective buyers, bidders, and sellers in connection with some property. However, we are not the agent of any buyer, prospective buyer, or bidder for any purpose, and we are not the agent of any seller for any purpose. If you are using the Services on behalf of a company, organisation or other legal entity, you represent and warrant that you are authorised to bind that entity to these Conditions, in which case the terms “you” and “your” in these Conditions will refer to that entity. In these Conditions, “on the Services” means on the Artespace website and/or (as applicable) on any Artespace application that you may use. By using the Services in any manner, you also accept our Terms of Use which governs your access to and use of the Services and our Privacy Policy, which describes our practices for the collection and use of your information.

2. Additional Property Terms
Sellers that use the Services are separate businesses from Artespace and may have their own additional terms and conditions that apply to the property they offer for sale. Such terms and conditions may be posted in such property's listing on the Services or otherwise made available on the Services in connection with such property, and you are responsible for reviewing all relevant information available on the Services before buying or bidding on any property. If these Conditions conflict with any seller's terms and conditions posted on the Services, the seller's applicable terms and conditions will apply to the extent of the conflict. However, in no event will any seller's terms and conditions constitute any representation, warranty, or assumption of liability of any kind by us.

3. Inquiries
The Services may include features that enable you to contact us or the seller regarding

property listed on the Services (“Inquiry”). We and the seller will have no obligation to accept or respond to any Inquiry and no liability for any delay or failure to do so. 4. Withdrawal We and the seller each reserve the right to withdraw any property from the Services at any time, and will have no liability whatsoever for any such withdrawal. With respect to property available for bidding or listed with the Online Purchase feature, this withdrawal right applies before, during and after any auction or Online Purchase sale. 5. Auction Sales Bidder Registration and Requirements. In order to bid, you will need to provide any required contact and payment information, and completing any required forms. We may require you to provide documentation of your identity, bank or other financial references, and other qualifying information in order to bid at any time. In any case, we may refuse registration or bidding access to any bidder at any time at our sole discretion, including, without limitation, if we believe such action is necessary to comply with the law or to maintain the integrity or reputation of the Services. You represent and warrant that all information you provide is true and accurate, and that you will not permit any other person or entity to bid using your Artespace account or login credentials. Bidder’s Responsibility. Each bidder that places a bid is required to complete the transaction if they place the winning bid (or their bid is otherwise accepted), as a bid is a legally binding commitment to purchase the item if you are the winning bidder. When you place a bid on any item, you are accepting personal liability for the purchase price, any applicable taxes, any and all shipping and packing costs, and all other applicable charges. You also represent and warrant that any bids placed by you or on your behalf are not the result of any collusive or other anticompetitive agreement and are otherwise consistent with federal and state antitrust law. Our Discretion. We reserve the right, at our absolute discretion, to: (i) reject or revoke your registration or permission to bid at any time before, during or after any auction; (ii) reject, revoke or refuse to accept any bid at any time before, during or after any auction (even bids that have been previously confirmed, whether on the Services, by email, text message or otherwise); (iii) determine bidding increments and otherwise advance bidding on the Services at any time in any manner we may decide; and (iv) restart or continue bidding during or after any auction conducted on the Services. All Bids are Final. Please note that all bids are final once submitted and may not be cancelled or modified by you, except with our express written consent under circumstances that we consider appropriate at our sole discretion. Potential examples include if a bidder accidentally enters the wrong bid amount on the Services (e.g. €10,000 instead of €1,000), if there is a material change to an item’s listing on the Services after a bid is placed, or if an item is withdrawn from an auction. You must contact us immediately after placing the bid at issue in order to request to cancel or modify any bid placed in error. Artist Resale Royalty. Some items in an auction may be offered for sale which shall include an artist resale royalty, as indicated on the Services, which is an additional charge the buyer may be required to pay, calculated as a percentage of the item’s final hammer price. If an item is subject to an artist resale royalty, this will be indicated on the Services, and the winning bidder will be required to pay the artist resale royalty in addition to the final hammer price. Countdown Clock and Closing. We may display a countdown clock on the Services in connection with some auctions. This is provided for general informational use only and does not constitute any warranty as to the closing time of

any item. If you are interested in an item, you should refer to its individual listing on the Services to see if bidding has closed and should not rely on the countdown clock. If a bid is placed on an item during the last five minutes before its original closing time, we will have the right at our sole discretion, but no obligation, to extend bidding for such item for an additional five minutes after the original closing time, and may continue to extend bidding for such item until five minutes pass without any bids being placed. The extension of one item's closing time will not affect the closing time of any other item. You may need to refresh or reload the bidding page on the Services to see if bidding for an item has closed. Bidding Information and Seller Communications. If you use the Services to bid in any auction, you agree that we may provide the seller with your name, email address and other contact information, and bidding information, and the seller may contact you about your participation in that auction and (if the seller is an organisation) otherwise regarding their organisation. Bidding Record. Our own internal records related to bidding through the Services will be final and binding in all disputes. In the event of any inconsistency between our own internal records and any information provided to any bidder (whether on the Services, by email, text message, orally or otherwise), our own internal records will control.

6. After Sale Total Purchase Price and Payment Deadline. Subject to these Conditions, upon the confirmation of any Online Purchase, and upon the conclusion of any auction sale, the sale contract between the buyer and the seller is concluded, and the buyer must pay the Total Purchase Price no later than 5:00 PM EUROPEAN TIME on the seventh (7th) day after the sale ("Payment Deadline"). The "Total Purchase Price" includes: (i) the purchase price of the item; (ii) any sales tax, use tax, VAT and/or any other taxes or levies that the seller or we are required to collect from the buyer under applicable law; and (iii) (for items sold in an auction) any applicable buyer's premium.

Passage of Title and Risk of Loss. We do not transfer and are not responsible for transferring legal ownership of property from the seller to the buyer. The seller represents that: (i) the seller is the sole owner of each item the seller offers for sale through the Services, or else the seller is duly authorised by the owner of such item to sell it; and (ii) subject to these Conditions, the seller is able to transfer good and marketable title to such item to the buyer free from any claims of third parties. Risk of loss to each item will pass to the buyer when legal title to such item passes to the buyer. Unless exempt by law, the buyer is required to pay all sales and use taxes (including VAT), export and/or import taxes and duties, and any other transactional taxes or levies ("Transactional Fees") related to the purchase of property by the buyer. The buyer is required to pay the seller any taxes as the seller is required to collect, but the failure of the seller to collect any taxes from the buyer will not relieve the buyer's obligation to pay them. Buyers claiming exemption from any tax are responsible for providing proper documentation. Any delay in obtaining or failure to obtain any relevant documentation or a refund of any tax will not justify the cancellation of any sale or any delay in paying the Total Purchase Price by the Payment Deadline. Unless expressly otherwise indicated, all prices listed on the Services are exclusive of Transactional Fees and any other fees not defined in this Agreement may be collected from the buyer in addition to any listed price. Shipping and Handling. The buyer is required to pay all shipping, packing, and transit insurance fees and costs for purchased property. We may, but are not obligated to, provide support in the shipping

process, such as facilitating communication or payment between buyers and shippers, or recommending third-party service providers. However, any such support or recommendations are for convenience only and do not constitute or imply any representation, warranty, or assumption of liability of any kind by us. We are not the agent of any buyer, seller or third party in connection with the shipping, packing or handling of any property. We do not control and are not liable or responsible for the acts, omissions or policies of the seller or any third party in connection with the shipping, packing or handling of any property, whether or not recommended by us. Unless we specifically agree otherwise in writing with respect to certain property, we have no responsibility for the delivery of any purchased property.

Resale. The buyer must not re-offer any purchased property for sale until the buyer has paid for the property in full and has otherwise assumed legal ownership and physical possession of the property subject to these Conditions.

Remedies for Non-Payment. If the buyer for any reason cancels any payment made by credit card or otherwise fails to pay the Total Purchase Price with respect to any property by the Payment Deadline, the buyer will be in default ("Buyer Default") and will be liable for payment of such Total Purchase Price and any other applicable charges. In the event of Buyer Default in connection with any property, without limiting any other rights or remedies available to us or the seller (whether at law, in equity, or under these Conditions), the seller may cancel the sale of such property to the defaulting buyer and resell such property publicly or privately on terms the seller thinks fit, and the defaulting buyer will be liable for payment of any deficiency between the resale price obtained by the seller and the purchase price originally owed by the defaulting buyer. In any case, the defaulting buyer will be liable to us and the seller for any and all costs, expenses (including reasonable attorneys' fees), and damages of whatever kind incurred in connection with such Buyer Default, the collection of any amounts due from the defaulting buyer, and/or (if applicable) the resale of the property at issue. In addition, if the buyer for any reason fails to pay the Total Purchase Price with respect to any property by the Payment Deadline, the buyer irrevocably authorises us, at our option, to charge the buyer for any outstanding portion of such Total Purchase Price using any credit card information the buyer has provided on the Services, whether or not the buyer provided such credit card information in connection with the sale at issue.

7. Export and Import Licenses and Other Restrictions Prospective buyers are advised that: (i) some countries may prohibit or require a license or permit in order to export or import some property, including but not limited to property containing material from endangered or other protected plant or animal species; (ii) cross-border deliveries are subject to opening and inspection by customs authorities; (iii) the laws of some countries may prohibit the resale of some property once it is imported into those countries; and (iv) some countries may reserve the right to purchase some property exported from those countries (sometimes called a "right of preemption"). None of Artespace and our officers, owners, directors, consultants, agents, and employees (collectively, the "Artespace Parties") or the seller makes any representations or warranties as to whether any property is or is not subject to any such laws or restrictions. It is solely the buyer's responsibility to determine and obtain at its own cost any necessary export and/or import licenses and other required permits for purchased property. Unless the buyer and the seller agree otherwise, a delay in

obtaining or failure to obtain any required license or permit will not justify the cancellation of any sale or any delay in paying the Total Purchase Price with respect to any property. None of the Artespace Parties or the seller will be liable for any damage or loss resulting directly or indirectly from any confiscation of purchased property, transportation restriction, or other action taken by any government or public authority.

8. Staff Participation Artespace staff may use the Services as bidders and/or buyers in their personal capacity (i.e. not as our employees, agents or representatives) as long as they do not have any confidential information about the item they are bidding on and/or buying (for example, the Reserve of an item offered for sale in an auction). Likewise, if the seller in an auction is an organisation, its staff may bid in that auction in their personal capacity, as long as they do not have any confidential information about the item they are bidding on. In all such cases, the staff member is personally subject to these Conditions like any other bidder and/or buyer.

9. Availability and Pricing We cannot guarantee that any property appearing on the Services will be available to sell or listed with the correct price, including but not limited to items listed with the Online Purchase feature. We reserve the right to cancel any Online Purchase order at any time if we are notified by the seller or otherwise determine at our sole discretion that the item ordered is not available to sell for any reason or was listed with an incorrect price, even after the buyer receives an order confirmation (whether on the Services, by email or otherwise). If your Online Purchase order is cancelled under such circumstances, we will notify you by email of such cancellation and you will be refunded for any amounts that you have already paid for the applicable item and its delivery to you (if any), and the Artespace Parties and the seller will otherwise have no liability whatsoever for any such cancellations or listing errors. You acknowledge and agree that all property appearing on the Services is subject to availability.

10. "AS IS" EXCEPT FOR THE AUTHORSHIP WARRANTY PROVIDED BY THE SELLER IN SECTION 15 BELOW, ALL PROPERTY SOLD IN AN AUCTION OR VIA ONLINE PURCHASE IS SOLD "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, AND NONE OF THE ARTESPACE PARTIES OR THE SELLER MAKES ANY REPRESENTATIONS OR WARRANTIES, OR ASSUMES ANY LIABILITY OF ANY KIND, WITH REGARD TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, SIZE, QUALITY, CONDITION, ATTRIBUTION, AUTHENTICITY, RARITY, IMPORTANCE, MEDIUM, PROVENANCE, EXHIBITION HISTORY, LITERATURE OR HISTORICAL RELEVANCE OF ANY SUCH PROPERTY, AND NO STATEMENT ANYWHERE, WHETHER ORAL OR WRITTEN, WHETHER MADE ON THE SERVICES, IN A BILL OF SALE, AN ADVERTISEMENT, ANY OTHER SUPPLEMENTAL MATERIALS OR ELSEWHERE, WILL BE DEEMED SUCH A REPRESENTATION, WARRANTY, OR ASSUMPTION OF LIABILITY. THE ARTESPACE PARTIES AND THE SELLER MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE BUYER WILL ACQUIRE ANY REPRODUCTION RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN ANY PROPERTY SOLD, OR WHETHER ANY ARTWORK SOLD IS SUBJECT TO ANY ARTIST'S MORAL RIGHTS OR RESIDUAL RIGHTS. WITH RESPECT TO PROPERTY AVAILABLE FOR BIDDING, ANY ESTIMATE OF THE

SELLING PRICE IS NOT TO BE RELIED ON AS A STATEMENT THAT THIS IS THE PRICE AT WHICH THE ITEM WILL SELL OR ITS VALUE FOR ANY OTHER PURPOSE. THE ARTESPACE PARTIES AND, EXCEPT AS STATED IN SECTION 11 BELOW, THE SELLER, WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THE SERVICES OR IN ANY SUPPLEMENTAL MATERIALS. EXCEPT AS STATED IN SECTION 11 BELOW, ALL PROPERTY SOLD IN AN AUCTION OR VIA ONLINE ONLINE PURCHASE IS FINAL SALE AND IS NOT RETURNABLE.

11. Authorship Warranty Authorship Warranty. The seller warrants to the buyer for a period of five (5) years from the sale date that if the property sold by the seller in an auction or via Online Purchase is described as of the sale date in the property listing on the Services in Bold or UPPER CASE type to be the work of a named authorship without qualification, then the property is authentic and is not a forgery (“Authorship Warranty”). This Authorship Warranty is subject to the following terms and conditions: (i) it does not apply to property whose description of authorship on the Services as of the sale date corresponded with the generally accepted opinion of scholars or experts or indicated that there was a conflict of opinions; (ii) it does not apply to property whose authorship as described on the Services as of the sale date is proved inaccurate by means of a scientific process not generally accepted for use until after the sale date or a process which as of the sale date was unreasonably expensive or impractical or likely to have caused damage to the property; (iii) the benefits of the Authorship Warranty are not transferable and apply only to the original buyer of record, and not to their successors or assigns or any other party; and (iv) “authorship” means only the creator of the property, or the period, culture, source or origin of the property, as the case may be, as described in the property listing on the Services in Bold or UPPER CASE type as of the sale date..

Cancellation and Refund. The seller agrees to cancel the sale and refund the purchase price of the property to the buyer subject to the following terms and conditions: (i) the buyer must notify the seller in writing within sixty (60) days after the buyer first receives any information leading to the belief that the Authorship Warranty has been breached, in any case within five (5) years after the original sale date, and must provide such information to the seller; (ii) the buyer must have remained the owner of the property without disposing of any interest in it to any third party; and (iii) the buyer must return the property to the seller in the same condition it was in as of the original sale date. The seller reserves the right, as a condition to cancelling any sale under the Authorship Warranty, to require that the buyer obtain, at the buyer’s expense, the written opinions of two (2) independent and recognised experts in the field mutually acceptable to the buyer and the seller. The seller will not be bound by any expert opinions produced by the buyer and reserves the right to obtain additional expert opinions at the seller’s own expense. The activities described in this paragraph will be conducted solely by the buyer and the seller. We will have no responsibility to the buyer or the seller in these regards.

Exclusive Remedy. The buyer acknowledges and agrees that cancellation of the sale and refund of the purchase price subject to the above terms and conditions will be the buyer’s sole and exclusive remedy for any breach of the Authorship Warranty, in place of any other remedy or recourse that might otherwise be available at law or in equity. None of the Artespace Parties or the seller will be liable to the buyer for any special, incidental or consequential damages

arising out of or in connection with any breach of the Authorship Warranty, including, without limitation, loss of profits or interest. No Warranty by Artespace. Except with respect to property sold by Artespace itself, we make no representations or warranties of any kind (express or implied) with regard to any property and will not be responsible for the Authorship Warranty provided by the seller.

12. Dispute Resolution As we are not the agent of any buyer, prospective buyer, bidder or seller for any purpose, the Artespace Parties have no duty to resolve, and will not act as the agent of any buyer, prospective buyer, bidder or seller in connection with resolving any disputes. However, we reserve the right, but are not obligated, to investigate complaints or claims of buyers, prospective buyers, bidders or sellers, and you agree to cooperate with us in any such investigations that we may choose to conduct, as permitted by applicable law.

13. General Release THE ARTESPACE PARTIES DO NOT ENDORSE OR CONTROL AND ARE NOT RESPONSIBLE FOR THE CONDUCT, PERFORMANCE OR NON- PERFORMANCE (WHETHER ONLINE OR OFFLINE) OF ANY BUYERS, PROSPECTIVE BUYERS, BIDDERS OR SELLERS IN ANY WAY CONNECTED WITH THE SERVICES OR ANY PROPERTY LISTED, MARKETED, OFFERED OR SOLD THROUGH THE SERVICES. IF YOU HAVE A DISPUTE WITH ONE OR MORE BUYERS, PROSPECTIVE BUYERS, BIDDERS OR SELLERS IN ANY WAY CONNECTED WITH THE SERVICES OR ANY PROPERTY LISTED, MARKETED, OFFERED OR SOLD THROUGH THE SERVICES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE THE ARTESPACE PARTIES FROM ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL), OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. YOU EXPRESSLY WAIVE ANY BENEFITS OR PROTECTIONS, WHETHER STATUTORY OR OTHERWISE, THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF ENTERING INTO THIS RELEASE.

14. Disclaimer of Warranties YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. WE PROVIDE THE SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, ANY WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, AND ANY WARRANTIES THAT ANY BUYERS, PROSPECTIVE BUYERS, BIDDERS OR SELLERS WILL COMPLETE ANY TRANSACTIONS OR OTHERWISE PERFORM AS PROMISED, ALL OF WHICH THE ARTESPACE PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ANY OF THE ARTESPACE PARTIES BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN CONNECTION WITH

THE EXECUTION OF ANY BIDS (WHETHER ONLINE, OFFLINE, ON THE SERVICES, IN AN EMAIL, OR OTHERWISE), OR FOR ANY INABILITY OR FAILURE TO ACCESS THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY FAILURES RESULTING DIRECTLY OR INDIRECTLY FROM ANY LOSS OF INTERNET OR TELEPHONE CONNECTION OR FROM ANY BREAKDOWNS OR MALFUNCTIONS OF THE SERVICES OR ANY COMPUTER, DEVICE OR SYSTEM DIRECTLY OR INDIRECTLY AFFECTING THE AVAILABILITY OR OPERATION OF THE SERVICES.

15. Limitation of Liability IN NO EVENT WILL ANY OF THE ARTESPACE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, BUSINESS, GOODWILL OR OTHER INTANGIBLE LOSSES, OR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (i) THESE CONDITIONS; (ii) THE SERVICES; (iii) THE USE OF OR INABILITY TO USE THE SERVICES; OR (iv) ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. In no event will any of the ARTESPACE Parties have any liability whatsoever with respect to the listing, marketing, offer or sale of any property through the Services, except that our liability to the seller may vary as otherwise stated in a separate written agreement between us and the seller, and with respect to property sold by ARTESPACE itself, our liability to the buyer will be limited to the remedy expressly provided in section 15 of these Conditions under the Authorship Warranty. The exclusions and limitations of liability provided in this section apply to all claims, whether based on warranty, contract, statute, tort (including negligence), strict liability, or any other legal theory, whether or not any of the ARTESPACE Parties have been advised of or should have known of the possibility of such damage or loss, and even if a remedy set forth in these Conditions is found to have failed of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so some of the exclusions and limitations provided in this section may not apply to you, in which case the liability of the ARTESPACE Parties will be limited to the fullest extent permitted by applicable law.

16. EU Cancellation Rights Pursuant to the European Union (“EU”) Directive on Consumer Rights (2011/83/EC), a buyer in the EU (an “EU Buyer”) who purchases a lot in a timed/online-only auction or via Buy now or Make offer has a right to cancel such sale contract within fourteen (14) days after they or a person they authorise (other than the carrier) take physical possession of such lot, for any reason and without incurring liability for doing so. An EU Buyer that exercises this cancellation right must return the lot, and the seller will refund the EU Buyer for payments already made for the purchase and applicable shipping of the lot. To exercise this cancellation right, the EU Buyer must inform the seller through a clear statement (i.e., a letter sent by post or e-mail) or you may ask us to send you a cancellation form. This cancellation right is not applicable to EU Buyers who participate in live/public auctions using the Services

17. Changes to these Conditions We reserve the right to change, modify, add or remove any part of these Conditions at any time at our sole discretion. All changes to these Conditions will be effective immediately when posted on the Services, and you agree to review these Conditions carefully and inform yourself of all applicable changes before buying or

bidding on any property. Changes to these Conditions will not apply to any transaction, claim or dispute that arose before the changes became effective, all of which will remain subject to the version of these Conditions in effect at the time that such transaction, claim or dispute arose. Please save and/or print a copy of these Conditions for your records.

18. Miscellaneous These Conditions, together with any other applicable terms and conditions made available on the Services, and (as applicable) any written terms and conditions made available by us or the seller at a live event where the Services are used for bidding, constitutes all of the terms and conditions on which you may purchase, bid on, or inquire about property through the Services. If any provision of these Conditions is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible, and these Conditions will otherwise remain in full force and effect. No delay or failure by us to exercise or enforce any right or provision of these Conditions will be deemed a waiver of that or any other right or provision. We will not be deemed to have waived any right or remedy under these Conditions unless the waiver is in writing and signed by an Artespace representative who intends and is duly authorised to agree to such waiver on our behalf. No single or partial exercise by us of any right or remedy under these Conditions will prevent any further exercise by us of any other right or remedy. These Conditions will inure to the benefit of, and are intended to be enforceable by, the parties and their respective successors and assigns, but you may not assign these Conditions or any right or obligation under these Conditions without our prior written consent. There are no third-party beneficiaries to these Conditions except as expressly stated in these Conditions. You and we are independent contractors under these Conditions. Nothing stated in or implied from these Conditions will create any agency, partnership, joint venture, employment, sales representative, or franchise relationship between you and us. These Conditions were written in English. To the extent any translated version of these Conditions conflicts with the English version, the English version controls. The paragraph and section titles in these Conditions are for convenience only and have no legal or contractual effect.

19. Contacting Artespace If you have any questions about these Conditions, please email us at: mail@artespace.de Artespace is located at: Daiser Strasse 9 – 81371 München Germany