

1. Scope of Applicability

The following General Terms and Conditions (hereinafter referred to as GTC) apply to all business relations between

Kollwitz Museum Köln
Kreissparkasse Köln
Neumarkt 18 – 24
50667 Cologne / Germany
Tel. +49 (0) 221 227 2899
museum@kollwitz.de

Director: Katharina Koselleck

Executive Board: Thomas Pennartz (Vorsitzender),
Udo Buschmann, Jutta Weidenfeller, Andree Henkel,
Marco Steinbach, Stephan Moos,
Rita Markus-Schmitz (stv. Mitglied)

Chairman of the Supervisory Board: Frank Rock

VAT identification number pursuant to § 27a UstG
(German VAT Act): DE122786759

District Court of Cologne HRA 15033
(hereinafter referred to as KMK)

and you as the customer

for all deliveries and services ordered online and for the use of the online offer itself.

Provisions deviating from or supplementing these GTC will only apply if the KMK has expressly agreed to their validity. Employees of the KMK, with the exception of legal representatives, are not authorised to make verbal agreements that deviate from these GTC.

2. Registration

For repeated use of the online offer, it is possible to transmit the data to the KMK for storage (registration). An access password is required for this purpose. You may at any time request the KMK to completely delete your transmitted data (deletion of your customer account).

3. Data Protection

Your personal data will only be collected, processed or used by the KMK to the extent necessary to fulfil contractual obligations. Beyond this, your data will only be stored if you have given your consent electronically. You may revoke this consent at any time. Further information on the type, scope, location and purpose of the collection, processing and use of your personal data by the KMK, in particular the storage of cookies, can be found on the KMK website under the heading 'Privacy Policy'.

4. Offers

The following services and goods (coll. referred to as 'offers') may be purchased through the KMK online shop subject to the following terms and conditions:

4.1. Admission Tickets

Admission tickets entitle you to enter the exhibition/collection on the date you have selected and, if applicable, within a selected time slot. The duration of the visit is limited to the regular opening hours, which can be found on the website www.kollwitz.de for each exhibition.

Reduced or free admission tickets are only valid in conjunction with the relevant authorisation card. This must be shown to the KMK staff. If there is no authorisation to purchase reduced or free admission, the difference must be paid at the ticket office on the day of the visit.

The cost of admission tickets or vouchers that have been paid for but not redeemed cannot be refunded.

4.2. Guided Tours

4.2.1. Individually arranged guided tours start punctually at the time and date agreed with you and are limited to the agreed number of participants. The KMK is responsible for appointing knowledgeable art guides for your tour. We reserve the right to make minor changes to the agreed topic of the tour.

Unless expressly stated otherwise, the fee for admission to the exhibition/collection is not included in the price for individually arranged guided tours.

If the group arrives late, the tour will be shortened by the corresponding time. If the group has not arrived by 30 minutes after the agreed time, the tour will be cancelled.

Cancellation policy: The individual guided tour can be cancelled by the participants in writing free of charge up to 10 days in advance. In the event of a later cancellation, the KMK reserves the right to retain the full amount of the fee.

The KMK reserves the right to cancel the tour due to force majeure (e.g. illness of the art guide). In this case, the tour fee already paid will be refunded in full. The KMK is not liable for any futile expenses or other disadvantages you may suffer as a result of the cancellation.

In all other respects, the terms and conditions stated in the booking confirmation apply

4.2.2. External guided tours without the participation of KMK art guides must be registered and confirmed with the KMK. You will be informed of any licence fees when you register.

4.3. Courses and Workshops

Booked courses and workshops begin punctually on the date and time agreed with you and are limited to the agreed number of participants. The KMK is responsible for appointing qualified art guides for courses and workshops. We reserve the right to make minor changes to the course programme and to change course instructors.

The age of children who have been signed in for a course must correspond to the age group specified for the course, otherwise we reserve the right to refuse the child's participation.

Cancellation policy: Booked courses and workshops may be cancelled in writing free of charge up to 5 days in advance. In the event of a later cancellation, the KMK reserves the right to retain the full amount of the fee.

The KMK reserves the right to cancel a course in the event of low demand or force majeure (e.g. illness of the course instructor). In this case, the course fee will be refunded in full. The KMK is not liable for any wasted expenses or other inconveniences incurred by you as a result of the cancellation.

In all other respects, the terms and conditions stated in the booking confirmation apply.

4.4. Goods from the Museum Shop

The images used in the online shop to describe the goods are sample photographs and do not always faithfully represent the product in question.

The description of the respective offer is decisive.

A contract is concluded in accordance with § 5.

4.5. Digital Image Material

4.5.1. The Kollwitz Museum Köln has the world's largest collection of works by Käthe Kollwitz, as well as an extensive archive of photographs and documents relating to the artist and her circle.

Reproductions of two-dimensional works by Kollwitz are generally in the public domain according to § 68 UrhG (German Copyright Act). The same applies to reproductions of archival material and historical photographic documents whose authors have been dead or unknown for more than 70 years.

Photographic reproductions of sculptures by the artist, on the other hand, are subject to property rights protected by legal provisions, in particular those for the protection of intellectual property, in particular § 2.1.5 and 2 UrhG. The same applies to reproductions of installation views and the like.

4.5.2. On request and subject to approval, the museum will provide non-exclusive digital high-resolution image material from its collection and from its stock of reproductions of archival material and historical photographic documents, available for customers in return for a service and provision fee.

By purchasing the correspondingly protected photographic works, the purchaser of digital high-resolution image material from the KMK is granted a simple, non-sublicensable, temporally and spatially unlimited right of use for scholarly publications and for the purposes of cultural education. Any other use, in particular for commercial purposes, requires the express consent of the KMK.

Without the written consent of the KMK, the customer may not edit, modify, reproduce, disseminate, exhibit, make publicly available, rent, lease, lend, sell, distribute and/or advertise, in whole or in part, the photographic works that are accessible and/or made available and/or acquired on this website.

4.5.3. Any use of these reproductions that is not exclusively private must be accompanied by a credit line as follows:

Käthe Kollwitz (1867–1945), [title], [year], [technique], [dimensions], [catalogue raisonné no.], Kollwitz Museum Köln, [inv. no.], (where applicable) photo: [name of the photographer], www.kollwitz.de

In the case of digital use, this information must be electronically linked to the image data and made visible with every data transmission and screen display.

4.5.4. The customer is obliged to inform the KMK of the link to each online publication of the image material or to send a specimen copy of each physical publication using the image material free of charge.

The postal address and e-mail addresses are:

**Kollwitz Museum Köln
Kreissparkasse Köln
Neumarkt 18 – 24
50667 Cologne / Germany
museum@kollwitz.de**

5. Conclusion of Contract

By clicking on the 'Place order' button (in German „Kostenpflichtig bestellen“) in the online shop, a contract is concluded with the KMK for the purchase of goods or the utilisation of services.

6. Commercial Rental or Resale

The offers in our online shop are intended for private and commercial end users. Commercial resale and commercial rental of offers from the KMK online shop require the written consent of the management of the Museum.

7. Shipping

Tickets, booking confirmations, digital image material and invoices will be sent exclusively by electronic means to the e-mail address provided by the customer at the time of ordering; goods will be sent to the delivery address provided by you as the customer at the time of ordering within five working days of full payment of the purchase price.

Shipping costs are to be borne by you as the customer at the rate indicated in the order process, unless a) otherwise agreed prior to shipping or b) the delivery is free of shipping costs.

For customers who are not consumers as defined in § 13 BGB (German Civil Code), all risks and dangers of shipment are transferred to you as the customer at the time of handover to a transport company to be chosen by the KMK.

8. Prices

8.1. The prices for our deliveries and services pursuant to § 4.1–4.4 are stated in the webshop as gross prices including VAT. VAT is shown separately on our invoices.

8.2. The remuneration for the use of digital image data will be based on our currently applicable table of charges. All prices stated therein are net prices plus statutory VAT.

The KMK is particularly committed to education, training and research. For the use of our image material for such purposes, we may waive the fee for pupils, students and academic staff. There is no legal entitlement to this. The same applies in individual cases to projects and cooperations that are in our interest.

8.3. For special, individual services (e.g. research, processing, special transmission costs), the KMK reserves the right to charge an additional fee, which will be communicated to you separately before the service is provided.

8.4. The prices at the time of the order apply to all deliveries and services provided by the KMK.

9. Terms of Payment and Payment Methods

All our deliveries and services are subject to advance payment. The available payment methods are shown in the online shop. You will receive a confirmation of payment from the KMK by e-mail after payment has been made, as well as the invoice as a PDF document.

10. Cancellation

Customers who are consumers as defined in § 13 BGB are entitled to the statutory right of cancellation as described below. A consumer is any natural person who enters into a legal transaction for a purpose that is predominantly outside his or her trade, business or profession. Entrepreneurs (as defined in § 14 BGB) are not granted a voluntary right of cancellation.

There is no right of cancellation for admission tickets, guided tours and bookings for other events in accordance with § 312g Abs. 2 S. 1 Nr. 9 BGB.

11. Liability, Limitations of Liability

You as the customer will be responsible for ensuring that the rights of third parties are not infringed by the use of the items. This shall not apply to the infringement of third party rights is due to a defect in our delivery or service.

In the event of unauthorised use, you will be obliged to indemnify us against all claims by third parties, including damages, costs and fees, unless you are not at fault.

By paying compensation, you as the customer do not acquire any rights of use or ownership of the offers received from the KMK.

In the event of violation of these GTC and/or other contractual agreements by you as a user, the KMK is entitled to revoke the granted right of use immediately. Further claims for injunctive relief, information, damages, etc. remain unaffected by this.

The KMK is only liable for intent and gross negligence, regardless of the legal grounds, unless the liability is based on injury to life, body or health, claims under the German Product Liability Act, fraudulently concealed defects or the assumption of a quality guarantee or to the culpable breach of material contractual obligations. Material contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance you as the customer may justifiably rely. Our liability for the negligent breach of material contractual obligations is limited to the typically foreseeable damage.

The limitations of liability in accordance with the above paragraph shall also apply in favour of our legal representatives, employees and vicarious agents.

GTC

General Terms and Conditions *Kollwitz Museum Köln*



Kreissparkasse Köln

12. Consumer Dispute Resolution

The KMK always endeavours to resolve any disputes amicably. We therefore ask that you first contact us directly by post or by e-mail.

If no agreement can be reached here, you may contact the following government-recognised consumer arbitration board for mediation:

**Universalschlichtungsstelle des Bundes
Zentrum für Schlichtung e.V.
Straßburger Straße 8
77694 Kehl am Rhein
mail@universalschlichtungsstelle.de**

Further information can be found at
www.universalschlichtungsstelle.de.

**Online dispute resolution pursuant
to Art. 14.1 ODR-Regulation:**

The European Commission provides an online dispute resolution platform which can be found at:
<https://ec.europa.eu/consumers/odr/>.

This gives the customer the opportunity to resolve disputes relating to their online order without the involvement of a court. In this context, we are legally obliged to refer you to our e-mail address.

This is **museum@kollwitz.de**.

If no agreement is reached there either, you may take legal action.

13. Applicable Law, Place of Jurisdiction

The contract is subject to the laws of the Federal Republic of Germany. Mandatory consumer protection standards of your place of residence are not excluded by the choice of law made.

The invalidity or ineffectiveness of individual provisions shall not affect the validity of the remaining provisions. Amendments and additions to the contract must be made in writing. This also applies to any waiver of this written form requirement.

The place of jurisdiction for all claims arising from and in connection with the contract is Cologne for customers who are merchants, legal entities under public law or special funds under public law or who have no general place of jurisdiction in Germany.

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GTC

General Terms and Conditions

Kollwitz Museum Köln



Kreissparkasse Köln

Cancellation Policy

(1) Right of Cancellation

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period is 14 days from the date on which you or a third party designated by you, who is not the carrier, have taken possession of the goods. In order to exercise your right of cancellation, you must inform us about your decision to cancel this contract by sending an unambiguous statement (e.g. a letter sent by post or e-mail) to the following postal or e-mail address:

**Kollwitz Museum Köln
Kreissparkasse Köln
Neumarkt 18 – 24
50667 Cologne / Germany
museum@kollwitz.de**

You may, but are not obliged to, use the attached sample cancellation form.

To meet the cancellation deadline, it is sufficient to send your notice of cancellation before the end of the cancellation period.

(2) Consequences of Cancellation

If you withdraw from this contract, we will reimburse you for all payments received from you, including the costs of delivery (excluding any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery method offered by us), without undue delay and in any event no later than 14 days after the day on which you notify us of your decision to withdraw from this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. Under no circumstances will you be charged any fees for this refund.

We may refuse to reimburse you until we have received the goods back or until you have provided proof that you have returned the offers to the KMK, whichever is earlier.

You must return or hand over the goods to us immediately and in any event within 14 days of the day on which you notify us of your cancellation. The deadline is met if you send the goods before the end of the 14 day period. You will bear the direct costs of returning the goods. You will only have to pay for any deterioration in the value of the goods if this is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

End of the statutory cancellation policy

(3) Sample Cancellation Form

If you wish to cancel the contract, please complete this form and return it to us at the following postal or e-mail address:

**Kollwitz Museum Köln
Kreissparkasse Köln
Neumarkt 18 – 24
50667 Cologne / Germany
museum@kollwitz.de**

I/we (*) hereby cancel the contract concluded by me/us (*) for the delivery and use of the following items:

- Designation of the items: _____
- Ordered on (*) / received on (*): _____
- Name of the ordering party: _____
- Address of the ordering party: _____
- Signature of the ordering party (only for paper communication): _____
- Date: _____

(*) Delete as appropriate