



## Terms and Conditions of Sale

### I. General Information

These Terms and Conditions of Sale are displayed in the exhibition space and published online at [www.kultur.bayer.de](http://www.kultur.bayer.de).

The sales exhibition "Art for All" by Bayer AG (hereinafter referred to as "Bayer") is a public sale as defined in §383 Paragraph 3 Sentence 1 of the German Civil Code (BGB). All artworks offered for sale are the property of Bayer.

All artworks available for purchase may be inspected during the preview period.

A flat rate of €50.00 applies to all artworks in the exhibition, regardless of their current market value. No detailed information on the artworks will be provided during the exhibition. After purchase, information about the artwork can be provided to the buyer upon request, if available to the organizer.

All information about the artworks, such as those published online, is provided to the best of our knowledge and belief and does not constitute a guarantee or a contractually agreed condition. The same applies to images, which serve only to give prospective buyers a general impression and do not form part of a guarantee or condition.

### II. Selection, Sale and Payment

All buyers must acquire a ticket for visiting the sales exhibition via Bayer Kultur's website or an official ticket outlet. The ticket grants access to the exhibition during the specific time slot indicated on it.

Each admission ticket entitles the holder to purchase one artwork during the time slot specified on the ticket. One additional artwork may be purchased during the same time slot, at a price of €50.00 each.

All payments must be made cashless, typically via Girocard or credit card (MasterCard, Visa). Cash payments are not accepted. No information is given or implied about the estimated or market value of the works.

The artworks are pre-owned and reflect a condition consistent with their age and provenance. All works are sold in the condition they are in at the time of sale. The sale is final, based on the condition as seen during the preview. The actual condition at the time of sale constitutes the agreed quality under applicable legal provisions. No further claims by the buyer will be accepted.

Frames, mounts, glass, pedestals, and other display aids are not part of the artwork and are not included in the sale unless they are part of the artwork itself. Buyers have no entitlement to these items; however, they will be provided unless otherwise instructed.

With the validation of the ticket, possession and risk of the purchased item immediately pass to the buyer. This includes the risk of accidental loss or deterioration. Ownership passes only upon full receipt of payment. Buyers are required to collect their purchased item immediately after the sale.

RESTRICTED

In justified exceptional cases (e.g., due to size or weight), temporary storage at the Erholungshaus may be arranged for up to three weeks. Bayer assumes no liability for storage. The buyer is responsible for all transport, storage, and insurance costs until collection. Shipment will be carried out only at the buyer's request, cost, and risk. Any applicable (import) VAT or customs duties for international buyers are the sole responsibility of the buyer.

If the artwork(s) is/are not collected within the agreed period, Bayer reserves the right to dispose of them.

The buyer has no right of withdrawal once the sale is completed.

### **III. Final Provisions**

The place of performance and jurisdiction—where it can be agreed—is Leverkusen. German law exclusively applies.

VAT Identification Number of Bayer AG: DE123 659 859

Cologne District Court, HRB 48248