

Version 1.0, 20.10.2014

**General Terms and Conditions
of Franz West Werknutzungs GmbH (hereinafter “FWWG”)**

1. Orders shall be deemed placed when clients accept the offers extended by FWWG.
2. Unless otherwise agreed upon in the offer, the price list as amended, which will be attached to the offer and sent on request, shall apply.
3. Changes of orders shall be done in writing to be valid.
- 4. Complaints shall be made within 14 days from delivery. When this period has expired, delivery shall be deemed accepted.
5. If FWWG supplies pictorial material, it shall be entitled to one specimen copy, to be received by FWWG no later than six months after the related publication has come out.
6. In the event that FWWG grants publication rights, the source information supplied by FWWG shall be reproduced accurately.
- 7. FWWG will fill orders with the required care and diligence customary in the trade. It will only be liable for any consequences of an order in the event of malice aforethought or gross negligence.
8. In the event that works are sent in for appraisal, transport to FWWG and back shall be on behalf and at the expense of the sender. FWWG will fulfil its customary obligations in respect of care and diligence on site. During transport and for the period that a work is in the custody of FWWG the work shall be insured by the sender or client.
9. FWWG reserves the right to take photographs of works sent in for appraisal, to collect such photographs in a database and to use such photographs in the course of preparing and maintaining a catalogue raisonnée of Franz West's œuvre as is customary with catalogues raisonnées.
10. Clients will permit FWWG to collect, store and pass on data of Franz West's works obtained in the course of processing unless the client excludes this in writing when placing the order.
11. The payment term for orders placed with FWWG is 30 days. In the event of non-payment an amount of € 10.00 per reminder and interest on arrears at a rate published by the government ministry in charge from the date on which the amount fell due will be charged.
12. The competent courts in Vienna shall have jurisdiction in matters concerning orders placed with FWWG.