

1. Scope of Application

(1) These General Terms and Conditions ("**GTC**") apply to restoration contracts, contracts for the preparation of expert opinions and condition reports as well as contracts for consulting services which Bacon Studios – Ms. Katharina Haider ("**Bacon Studios**") concludes with consumers and entrepreneurs. Consumers are natural persons who conclude the transaction for a purpose that can be attributed neither to commercial nor independent professional activity. Entrepreneurs are natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or independent professional activity when concluding the contract.

(2) All services and offers of Bacon Studios are exclusively based on these GTC.

(3) These GTC shall form an integral part of all contracts concluded by Bacon Studios with its contractual partners (hereinafter referred to as "**customers**").

(4) The customer's terms and conditions shall not become part of the contract unless Bacon Studios explicitly agrees to them.

2. Scope of Services and Conclusion of Contract

(1) Bacon Studios offers the conservation and restoration of works of art as well as the preparation of condition reports and insurance appraisals. In addition, Bacon Studios offers consulting services for customers. Contracts can thus be directed towards both services and works. The exact performance is contractually determined by the parties in each individual case.

(2) The offers of Bacon Studios are valid for a period of 4 weeks. The offer includes the repair of the damage to the work of art specified in the offer or its written appraisal. Alternatively, the quotation may also contain a specific offer of advice. The contract shall be concluded by the customer's written acceptance of Bacon Studios' offer.

3. Documentation in the Conservation and Restoration of Works of Art

In the conservation and restoration of works of art, Bacon Studios adheres to the standards set out in the "Code of Honour for Conservators". In particular, Bacon Studios documents all examinations carried out, their results and all measures, methods and materials used to preserve and restore the substance.

4. Remuneration and Terms of Payment

(1) The price stated in the offer refers to the agreed scope of services. Costs for ancillary and special services such as, in particular, packaging, transport, assembly and installation costs as well as costs for the briefing and/or the commissioning of third parties are not included in the offer and will be charged separately. The prices are in EUR plus the statutory value added tax.

(2) Billing shall be based on actual effort, unless explicitly agreed otherwise between the parties. Should Bacon Studios have provided the client with a non-binding estimate of the anticipated workload and should this workload be exceeded, Bacon Studios shall immediately inform the customer in writing. In the event of a non-binding estimate, the customer shall pay an insignificant additional charge of up to 20 per cent.

(3) Payments shall be due 30 days after invoicing. If advance payment has been agreed, payment shall be due immediately after conclusion of the contract, unless the parties have agreed on a later due date.

(4) The customer shall pay the invoice amounts without deduction. If the customer fails to make payment when due, the outstanding amount shall bear interest at the statutory default interest rate from the due date.

(5) The customer shall only be entitled to set-off if his counterclaims have been legally established or are undisputed by Bacon Studios. Furthermore, the customer shall only be entitled to exercise a right of retention insofar as his/her counterclaim is based on the same contractual relationship.

5. Obligations of the customer to cooperate in the Restoration of Works of Art and in the Preparation of Expert Opinions

The customer is obliged to cooperate, in particular to guarantee Bacon Studios access to the work of art to be restored on the date of execution.

6. Changes in Performance

Possible changes and extensions of services shall be agreed upon by Bacon Studios and the customer on an individual basis and shall be subject to a written supplementary agreement.

7. Acceptance and warranty for the production of a work

(1) If the subject matter of the contract is a work, acceptance of the contractual performance shall take place upon completion. Bacon Studios shall draw up a protocol of acceptance to be signed by Bacon Studios and the customer.

(2) The customer must give notice of obvious defects in text form within two weeks after acceptance of the service. After expiry of this period, claims for defects due to obvious defects can no longer be asserted. An obvious defect is a defect which is noticeable to a non-expert customer without closer examination of the service provided.

8. Liability

(1) Bacon Studios shall be liable only for intent and gross negligence, except in cases of breach of essential contractual obligations, injury to life, body or health or claims under the German Product Liability Act ("Produkthaftungsgesetz"). Material contractual obligations are those obligations the fulfilment of which is essential to the proper performance of the contract, the breach of which jeopardises the achievement of the contractual purpose and the observance of which the contractual partner regularly relies on and may rely on.

(2) Insofar as Bacon Studios is liable for damages in accordance with the preceding paragraph, such liability shall be limited to damages which Bacon Studios foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen by exercising due care. Indirect damage and consequential damage shall also only be compensable insofar as such damage is typically to be expected when carrying out restorations or preparing expert opinions as well as when providing consultancy services.

(3) In the event of liability for ordinary negligence, the liability of Bacon Studios for property damage and resulting further pecuniary loss shall be limited to the typical contractual damage foreseeable at the time of conclusion of the contract, even if it is a breach of material contractual obligations.

(4) The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of Bacon Studios.

(5) The limitations of liability shall not apply insofar as Bacon Studios has assumed a guarantee for the quality of the item. The provisions of the Product Liability Act shall remain unaffected.

9. Copyright

All existing and developed documents in connection with the offer, the conclusion of the contract and its execution, in particular illustrations, drawings, documentations and status reports are subject to the copyright of Katharina Haider (Bacon Studios).

10. Secrecy and confidentiality

(1) The customer shall treat the following information as confidential and not disclose it to third parties without the written consent of Bacon Studios: Restoration action catalogues, restoration concepts, drawings, mapping, photographs, artist interviews, videos and audio files as well as offers and restoration documentation.

(2) Upon termination of the contract, the customer shall return the following documents to Bacon Studios: catalogues of measures for restorations, restoration concepts, drawings, mapping, photos, videos and audio files as well as artist interviews.

(3) After termination of the contract, Bacon Studios will return possible spare parts, special tools, high-resolution photos and documentation folders of the customer to the customer. Furthermore, Bacon Studios will not make the information contained therein available to third parties without the consent of the customer.

11. Force majeure

(1) In cases of force majeure or other events unforeseeable at the time of the conclusion of the contract (e.g. operational disruptions of any kind, pandemics, difficulties in the procurement of materials and energy, transport delays, strikes or difficulties in obtaining necessary official permits), Bacon Studios shall be released from its obligation to perform under the concluded contract for the duration and to the extent of the effects of the force majeure event.

(2) Bacon Studios undertakes to notify the customer without delay of the occurrence of force majeure or any other event within the meaning of paragraph 1.

(3) Insofar as such events significantly impede performance or render it impossible and the impediment is not only of temporary duration, Bacon Studios shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the respective performance deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot reasonably be expected to accept the service as a result of the delay, he may withdraw from the contract by immediately notifying Bacon Studios in writing; if further services have been agreed, these shall remain unaffected by the withdrawal.

12. Final Clause

The relationship between Bacon Studios and the customer shall be governed exclusively by the laws of the Federal Republic of Germany.

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