

## **TERMS AND CONDITION ARTBOX.PUBLISH**

### **1. What is the ARTBOX.PUBLISH catalog?**

1.1

At ARTBOX.PUBLISH you order a personalized catalog with your artwork inside.

### **2. What does the catalog contain?**

2.1

The catalog includes pictures of your artwork and an art statement that you write by yourself. Further the catalog contains an imprint.

2.2

Which artworks can I publish in the catalog?

You are free to choose which artworks you would like to include in your catalog. The important thing is that you can only include artworks in your catalog of which you have the copyright. This means that you must have created the artwork by yourself, or you have acquired the copyright of the artwork. For example, you are not allowed to photograph another artist's artwork and then include it in your catalog - unless you have the official permission of the artist who created the artwork.

2.3

The design and content of the catalog is based on the information you provide us with your order.

2.4

Before the printing of the catalog you will receive a link with which you can view and check your catalog. You will then have the opportunity to make any changes you wish. Your catalog will be printed only after you have sent us the "OK to print" by email. After you have given us the approval to print, no further adjustments can be made.

### **3. What about the copyright of the images?**

3.1

You are only allowed to upload images for your personal catalog, for which you own the copyright. By ordering a catalog, you confirm that you own all rights to the images.

### **4. Publication of the catalogue**

4.1

In the order form you can indicate whether you want to publish your catalog or only have the ordered number of catalogs printed. If you choose to publish your catalog, your catalog will receive an official ISBN number and a copy will be delivered to the Swiss National Library for archiving. Furthermore, your catalog will be available online at our ARTBOX.PUBLISH store: <https://artbox-publish.myshopify.com> . All information and explanations about the publication of your catalog can be found here: <https://bit.ly/3IYqFgK>

4.2

Conditions for publication of the catalog

If you give us the order to publish your catalog, you transfer to ARTBOX.GROUPS GmbH the right to publish your statement, your name and photos of your artworks given here in this catalog and to distribute the catalog.

### **5. What happens if I am not happy with the catalog?**

## 5.1

Before the catalog is definitely printed, we will send you a link to view your catalog. You have to check your catalog and you can send us any changes or errors, then we will send you again a link with the corrected version. If everything is ok, you have to send us a "good to print" email, that is a confirmation that we can print the catalog. As soon as you send us this confirmation, your catalog will be printed. From this point on we cannot accept any changes or complaints.

## 5.2

In principle, we can process your data in any color space. However, all data must be converted to CMYK for printing. We do this with the PDFX Ready Standard. However, due to the different size (gamut) of the color spaces, there will be unavoidable color shifts. You can save yourself a unpleasant surprise if you convert your data to CMYK in advance. You can then recognize the possible color shifts yourself and intervene in case of doubt. We cannot accept complaints about color deviations that are based on a color space conversion.

## 6. Catalog delivery

### 6.1

How is the delivery made

We will send the catalog directly to the delivery address you specify.

## 7. Why do I have to order at least 10 pieces?

### 7.1

Minimum order quantity

In order to be able to offer you the catalog at this low price, we have to print a minimum quantity of 10 pieces. The higher your order quantity, the cheaper each catalog will be. The exact price will be calculated directly in the order form.

## 8. What is included in the price?

### 8.1

The price includes the design costs, the printing costs of the catalog and the presentation of the catalog at the respective exhibition mentioned on the website. The shipping costs are included in the price.

### 8.2

We print and ship from Switzerland, depending on the country may incur duty on delivery, which is not included in the price.

## 9. Terms of payment

### 9.1

Only when we have received the payment of the total amount, we will start with the design of the catalog.

## 10. What happens when a catalog is sold through ARTBOX.PUBLISH?

### 10.1

Here you will find all the information about the process of selling your catalog: <https://bit.ly/3lYqFgK>

### 10.2

Can I sell my catalog myself?

You are not allowed to copy the catalog yourself. You always have the possibility to order catalogs for your further needs directly from us at a reduced price. We cannot give you any

discount on orders that you do not place directly with us via email to [office@artboxpublish.com](mailto:office@artboxpublish.com), e.g. via a bookstore or the ARTBOX.PUBLISH store! You may resell the copies you have ordered yourself.

## **11. Right of withdrawal**

### 11.1

In Switzerland, the right of withdrawal exists only if the seller grants it on his own initiative. ARTBOX.GROUPS GmbH is very accommodating in this regard, if you want to cancel your order, contact us via the e-mail address [office@artboxgroups.com](mailto:office@artboxgroups.com). Once you have sent us the goods for printing, there is no possibility to cancel the order.

## **12. our contact details**

Company name: ARTBOX.PUBLISH by ARTBOX.GROUPS GmbH

E-mail address: [office@artboxpublish.com](mailto:office@artboxpublish.com)

Telephone: +41 79 7880202

Street and house number: Schmidgasse 4

Place: Zug

Postal code: 6300

Country: Switzerland

## **13. Salvatory clause**

### 13.1

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

## **14. Final provisions**

### 14.1

The customer accepts these GTC with his catalog order.

### 14.2

Place of fulfillment for the services of ARTBOX.PUBLISH is the registered office of ARTBOX.GROUPS GmbH.

### 14.3

In the event of any discrepancy between this translated version of the General Terms and Conditions and the original German text, the German version shall prevail.

### 14.4

These GTC and any disputes arising out of or in connection with the relationship ARTBOX.PUBLISH/ ARTBOX.GROUPS shall be governed exclusively by Swiss law, excluding the conflict of laws provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

### 14.5

Exclusive place of jurisdiction for all disputes between ARTBOX.PUBLISH/ ARTBOX.GROUPS GmbH is the domicile of ARTBOX.GROUPS GmbH in Zug. However, ARTBOX.PUBLISH/ ARTBOX.GROUPS is entitled to sue the customer at his domicile.

Zug, Switzerland, September 17, 2021