



GENERAL CONTRACT TERMS

Mosler's Art S.L

GENERAL CONTRACT TERMS

1. THE PARTIES AND ACCEPTANCE OF THE GENERAL CONTRACT TERMS:

(hereinafter also the General Terms and Conditions or *GTC*)

The party of the first part, the supplier of the products, **MOSLER'S ART, S.L.**, whose trade name is **MOLSER'S ART** (*hereinafter also the provider*), with registered office at **Calle Hermosilla 84 - 5F, 28001** in **MADRID**, tax identification number (NIF) **B02825982**, email **contact@moslersarts.com**, as owner of the website **<https://www.moslersarts.com/>**, presents the contractual document that will govern the contracting of products through the aforementioned website.

The party of the second part, the **User–Customer** (*hereinafter the user*), registered on the website by means of a username and password, for which they hold the full responsibility for use and custody, being responsible for the veracity of the personal data given to the provider.

BOTH PARTIES ACCEPT this document, which entails the user:

- a. Has read and understood the provisions set out herein.
- b. Is of legal age and has sufficient capacity to enter contracts.
- c. Assumes all the obligations set forth herein.
- d. Has read and accepts these **general terms and conditions of purchase** from the moment they purchase any product offered.

This document may be printed out and kept by users.

The provider makes the following email address, **contact@moslersarts.com**, available to users for any questions that may arise about these conditions.

These conditions will be valid for an indefinite period and will be applicable to all contracts executed through the provider's website, **<https://www.moslersarts.com/>**.

The provider reserves the right to unilaterally modify these General Terms and Conditions, without affecting the goods or promotions acquired prior to the modifications, in order to improve the products offered. In any case, these General Terms and Conditions must be consulted before purchasing any products.

We recommend keeping a copy of the data contained in the products purchased. **MOSLER'S ART, S.L.** is not liable for any loss of data or files, or for any damage resulting from the user's failure to back up the data contained in the purchased products, such as memory cards.

MOSLER'S ART, S.L. is not liable for any consequences that could result from improper use of the products sold on the website.

The civil liability of **MOSLER'S ART, S.L.** for the products supplied is limited to the value of the same. The user waives the right to hold **MOSLER'S ART, S.L.** liable for any item in the event of



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dissatisfaction with the products purchased on the website <https://www.moslersarts.com/>, as well as possible malfunctions, slowness of access, or errors in accessing the website, including loss of data or any other type of information that could exist on the computer or network of the user accessing the website <https://www.moslersarts.com/>.

MOSLER'S ART, S.L. is a company specialized in the distance sale of works of art. **MOSLER'S ART, S.L.** it sells its products remotely over the Internet and does not have a physical store.

2. PURPOSE OF THE CONTRACT:

2.1 Scope of application: The purpose of this contract is to regulate the contractual relationship of purchase and sale between the provider and the user at the moment in which the latter accepts these purchase conditions during the online contracting process by ticking the corresponding box. These GTC will apply from the day that the order is placed.

The contractual relationship of purchase and sale entails the delivery, in exchange for a determined price that has been publicly displayed on the website, of a specific product.

2.2 Territory of application: The <https://www.moslersarts.com/> online store is available throughout the world.

2.3 Capacity to contract: In order to place an order, you must be of legal age and have the capacity to enter into contracts.

2.4 Customer acceptance: The validation of an order through the website <https://www.moslersarts.com/> is carried out by email and implies the automatic acceptance of the GTC. These conditions are available on the website <https://www.moslersarts.com/> or, if desired, we can make them available to you by email.

2.5. Modification of the General Terms and Conditions: **MOSLER'S ART, S.L.** reserves the right to make changes and/or modifications to these GTC. We advise our customers to review them regularly. If these changes or modifications are made after an order has been placed, the conditions in force on the date in which the order was placed will apply.

3. INFORMATION PROVIDED ON THE WEBSITE <https://www.moslersarts.com/>:

3.1 Publication of prices: The prices of the products are those shown for each product on our website, <https://www.moslersarts.com/>.

3.2 Product information: The information that appears in our advertising, brochures, in other written material, on our website, or provided to you constitutes an invitation to make a purchase. The contents of <https://www.moslersarts.com/> are constantly being renewed and updated to offer our customers the most comprehensive and detailed information possible. All the contractual information on <https://www.moslersarts.com/> is shown in Spanish and communication with customers and users, as well as contract formalisation, will be in this



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language. However, if the customer so wishes, communication can be done in Catalan or another language providing that this is specified prior to the contracting process.

3.3 Availability of product(s): There may be occasions when it is impossible to supply all of the products because they are not in stock or available at the time of purchase. In these cases, the product in question will be displayed but not available for purchase.

3.4 Right of cancellation: **MOSLER'S ART, S.L.** reserves this option (the right of cancellation) in respect to the shipment a specific product that does not meet the quality requirements imposed on all products of <https://www.moslersarts.com/>. In the event that this lack of quality is detected, **MOSLER'S ART, S.L.**'s customer service department will suggest a replacement product and, if the replacement is not to the customer's liking, the cost of the product will be refunded.

3.5 Orders 24 hours a day, every day of the year: The receiving hours for orders is twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, although orders placed after seven o'clock (7:00 p.m.) will not be processed until the following business day in Madrid.

3.6 Fraud: If **MOSLER'S ART, S.L.** suspects or detects any anomaly or fraud, it reserves the right to cancel the transaction for security reasons.

4. PURCHASING PROCEDURE:

In order to access the products offered by the provider, the user must register on the website by creating a user account. To do this, the user must freely and voluntarily provide the personal data requested.

The user will select a username and a password, committing themselves to make diligent use of these and to not disclose them to third parties, as well as to notify the provider about any loss or theft of the same or possible access by an unauthorised third party, in such a way that the provider will proceed to immediate blocking.

The user cannot choose a username that includes words whose purpose is to confuse others by identifying themselves as representing the provider; expressions that are abusive or insulting; and, in general, expressions that are unlawful or that contravene the demands of morality and good manners.

Once the user account has been created, in accordance with the requirements of Article 27 of Law 34/2002 on Information Society Services and Electronic Commerce, the contracting procedure will proceed using the following steps:

1. Choose the product by clicking on it. It will be automatically added to the "shopping cart".



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2. If you wish to add more products, you must select the option, "Continue Shopping". If you have mistakenly added something you do not want, you must click on the option to remove it from the shopping cart.
3. Once you have chosen the product(s), you must click on the finalise tab to place your order. By clicking this option, the purchase confirmation will appear (summary of the order placed, your details, and the chosen payment method).
4. The user's credentials will be requested in three ways:
 - a. User registration: if you are not a previously registered user, in order to make any purchase (said registration is free), you must fill out a data collection form (in which you must accept the *Privacy Policy*. Once this is complete, you will receive an email confirming your registration at the email address indicated during registration.
 - b. If you have already registered and are already a customer: you can access your data by clicking on the "already registered" button then enter your username and password.
 - c. Purchase as a guest: You will be asked to provide personal data in order to place your order and for the subsequent delivery. The user's consent to save their data will then be requested. If you give your consent, your data will be saved and you will be sent product information, if you allow it. Otherwise, the data will be saved only for future purchases.

You should review the spam and junk mail controls in your email inbox and always verify that the contact information you have provided is correct.

5. Once registered, a screen will appear where you can indicate the delivery time and a box that you must tick since it represents the acceptance of these *General Contract Terms* and the *Privacy Policy*.
6. To finish the process, you must click on the finalise button.

In any case, once the contracting procedure has been completed, the provider's contracting platform will inform the user by email of all the characteristics, price, transport methods, contracting date, and delivery times for the purchased product(s).

If there is any type of error in the address given or in any other aspect of the order, you must notify us of this immediately using the email address that will appear on the website in order to rectify the error.

If you have any questions, you may contact our customer service department using any of the methods provided on the website, <https://www.moslersarts.com/>.

MOSLER'S ART, S.L. will provide customer service for FREE through our contact email, emosler@moslersarts.com. If you choose an alternative means of communication, you will be responsible for its cost.



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MOSLER'S ART, S.L. provides telephone numbers in Spain subject to the cost charged by your telephone operator.

5. SHIPPING:

5.1 Transport company: Transport will be carried out through the following company: Company Mail Boxes Etc (MBE), whose customer service telephone number is +34 933 624 730.

When the user-customer adds the product to the cart and confirms the shipping address, the system will automatically show the aforementioned shipping costs.

5.2 Shipping address

Shipping address: Orders will be delivered to the shipping address that was freely designated by the user. Accordingly, the provider does not assume any liability when delivery of the product is not made as a result of false, inaccurate, or incomplete data provided by the user or when the delivery cannot be made due to causes beyond the control of the transport company, assigned for this purpose, such as the recipient's absence.

The place of delivery and/or collection point is chosen when the purchase is made.

The order will be delivered during normal working hours.

Notwithstanding the above, the provider has adopted the measures required of a diligent business to ensure that delivery can be made within the agreed-upon time and, therefore, no liability can be attributed to the provider.

MOSLER'S ART, S.L. will make every effort to ensure that your order is delivered within the timeframe stated on our website at the date your order confirmation is issued.

5.3 Delivery times: MOSLER'S ART is an intermediary between the artist and the end user. Once the provider receives the order, it immediately communicates it to the artist and he prepares the work for shipment, without undue delay. The shipment will depend on the location of said artist and the location of the client where the work is to be received. As far as possible, MOSLER'S Art tries to process it within a period between 14 and 30 days, if the final client does not receive the work within that period, they must contact the provider's customer service. This term is always understood.

If you have requested several products in the same order, keep in mind that they may have different availability dates, in which case you could receive them on different dates.



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5.4 Shipment confirmation: At the time of delivering the order to our carrier, we will send the shipment confirmation to the email address you provided when placing the order. In the shipment confirmation, we will provide you with the corresponding tracking number so that you can track it through the carrier's website.

5.5 Damage during delivery: paintings are shipped in secure packaging. If at the moment of delivery, it is clearly and visibly apparent, without the need to manipulate the shipping container or the painting itself, that a product has defects caused by damage during transport or that there is an error in the work received, The costumer must contact immediately, and always within 48 hours of receiving it, our customer service department by email at emosler@moslersarts.com, to be able to solve the situation. Likewise, if damage is detected in the box once opened, with the packaging in perfect condition, the consumer and user must inform the seller within 48 hours of receiving it, by e-mail at contact@moslersarts.com.

6. PRICES AND OFFER VALIDITY PERIODS:

All prices displayed in the store <https://www.moslersarts.com/> include the VAT in force at the time of purchase. All prices shown on the website are valid and will be expressed in the euro currency (€). These prices, unless expressly stated otherwise, do not include the costs of shipping, handling, packaging, shipping insurance, or any additional services connected with the product or service acquired.

VALUE ADDED TAX: In accordance with the provisions of Article 68 of Law 37/1992 of 28 December on Value Added Tax, the delivery of the products will be understood to be located within the Spanish VAT territory if the delivery address is in Spanish territory, except for the Canary Islands, Ceuta, and Melilla. The applicable VAT rate will be the one legally in force at the given time, in accordance with the specific article in question. For orders shipped to the Canary Islands, Ceuta, and Melilla, the deliveries shall be exempt from VAT in accordance with the provisions set out under Article 21 of Law 37/1992, without prejudice to the application of the corresponding taxes and duties pursuant to the current regulations in each of these territories.

The user will receive the invoice for the order at the email address provided by the user once the purchase has been made.

The prices applicable to each product will be those published on the website and applied automatically in the last phase of the purchasing procedure.

In cases of promotions with a limited duration, the promotion discount will be applied as long as the order has been registered during the promotional period.

The data recorded by the different payment methods constitutes proof of the date on which the financial transactions were made and will be used to determine whether or not said order is subject to promotion or not.



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For any information about their order, the user may contact the provider's customer service department through the phone number or email address provided.

7. PAYMENT METHODS:

The following systems available:

7.1 Payment by credit or debit card: The user must have a valid credit or debit card and must specify all the digits of the card number on the corresponding form. The transaction is formalised at the time of placing the order. Only payments with secure cards are accepted where your identity as the cardholder is authenticated according to the method established by your bank, through secure e-commerce ("Verified by Visa" and "Mastercard SecureCode"). The order cannot be accounted for and will not be processed until the payment has been authorised by your bank or financial institution.

The system known as SSL (Secure Sockets Layer) is used, which is a payment system in a secure environment, because it allows encryption of the information transmitted during the transaction, ensuring its confidentiality.

7.2 PayPal: If this payment method is chosen, once the purchase is finalised, you will be redirected to the official PayPal website where you can make the payment. Once payment has been made correctly, your order will be finalised and an email will be sent with the summary of your purchase. By pressing the "Back to the website" button, you will return to our website to view your order and be able to print it out.

PayPal automatically encrypts sensitive data using the most advanced technology available. PayPal has its own privacy policies and **MOSLER'S ART, S.L.** has no liability for these.

8. RIGHT OF WITHDRAWAL:

8.1 Right of withdrawal: The user has the right to exercise the right of withdrawal, and for this he has a period of 14 calendar days from the receipt of the painting, without penalty for its exercise; The consumer must be reimbursed for the total amount of the purchase, that is, the price of the painting plus the shipping costs, within 14 days of the exercise of the right of withdrawal by the user / consumer. In relation to the shipping costs for the return of the paintings, these will be borne by the user-consumer. The exercise of the right of withdrawal is not subject to any formality. The consumer will only be responsible for the decrease in the value of the goods resulting from a manipulation of the same other than that necessary according to their nature and / or characteristics, without limiting their right to exercise it. To carry out this right of withdrawal, you can fill out this form ([WITHDRAWAL FORM](#)) with your order number (to obtain a refund of the amount of the painting / s within a maximum period of fourteen (14) calendar days following the receipt of the order) together with your contact information. You can send it to us through the mail emosler@moslersarts.com or by post (or by any means admitted by law), always within 14 calendar days of receipt of the order.



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You must return the product with all of the items with which it was delivered, without any damage or wear marks of any kind, and that does not denote improper use of the painting or use other than as intended, to the address that we have provided.

It is advisable to return the product in its original packaging. If this is not possible, the product could suffer a depreciation in value. The customer will be responsible for the packaging and protection of the product(s) sent as well as for any expenses derived from shipping.

Provided that the products are returned within 14 calendar days without any damage or wear marks and in compliance with the requirements established in this section, we will refund the full amount of the purchase.

The right of withdrawal shall not apply to contracts concerning the provision of digital content that is not provided in a physical medium where the download has begun with the prior express consent of the consumer and user with the knowledge on their part that they consequently forfeit the right of withdrawal.

8.2 Return due to error in the order on part of MOSLER'S ART, S.L.: If the product does not correspond to the order due to an error attributable to the company, the user must report this by email to the company as quickly as possible. **MOSLER'S ART, S.L.** will be responsible for the cost of collecting the product sent in error and for the delivery of the correct product corresponding to the order placed.

8.3 Checking returns: The verification and checking of the products returned will be carried out by **MOSLER'S ART, S.L.** Once the products are at its facilities, it shall verify that they have been received in compliance with all the requirements established in Section 9.1. In the case of any missing elements, we will inform you in writing by email indicating the content that is missing.

9. REFUNDS:

When the return occurs (withdrawal is exercised) the amount paid for the product plus shipping costs will be reimbursed. The return expenses will be borne by the consumer-user. The deadline for returns will be a maximum of 14 calendar days, through the same means in which the purchase was made.

10. APPLICABLE GUARANTEE AND AFTER-SALES SERVICE:

10.1. Guarantee: All products offered through the website are completely original unless otherwise indicated in their description.

Satisfaction guarantee: If at the time of receiving the product and before exercising the right of withdrawal, the user is not convinced by the purchase, they may opt for either of these options:



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1. Exchange the product for a voucher of the same value as the product purchased and returned, to exchange it for another of the same value (if the price of the product is higher than the voucher, the user must pay the difference); or
2. Exchange the product for another (if the price of the product is higher than that of the exchanged product, the user must pay the difference).

10.2 Guarantee in case of defective products: In the event of a defective product, **MOSLER'S ART, S.L.** must proceed to terminate the contract; procedures that will be free of charge for the user. The consumer - user must inform **MOSLER'S ART, S.L.** of the lack of conformity within 48 hours from when you became aware of the defect in the work.

11. NULLITY AND INEFFECTIVENESS OF THE CLAUSES:

Should any clause of these General Terms and Conditions be declared fully or partially null or ineffective, such nullity or ineffectiveness will only affect said provision or the part thereof to the extent that it is null or ineffective. The General Terms and Conditions will remain in force in all other respects and the aforementioned provision or the affected part thereof will be considered to have been omitted.

12. ONLINE DISPUTE RESOLUTION:

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online disputes between the user and the provider, without the need to resort to the courts of law, through the intervention of a third party, called the **dispute resolution body**, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties to reach an agreement and may eventually suggest and/or impose a solution for the dispute. Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>.

13. APPLICABLE LAW AND JURISDICTION:

These conditions will be governed by or interpreted in accordance with Spanish law unless expressly established otherwise. The provider and the user agree to submit any dispute that may arise from the provision of the products or services subject to these General Terms and Conditions to the courts and tribunals of the provider's registered office (if not considered a consumer for the purposes of the Consolidated Text of the General Law on the Defence of Consumers & Users (TRLGDCU)) or of the user (if considered a consumer for the purposes of the TRLGDCU).

14. APPLICABLE LEGISLATION:

These General Terms and Conditions are subject to the provisions of:
European regulations governing e-commerce:



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- Directive 97/7/EC on the protection of consumers in respect of distance contracts (Distance Selling Directive); and
- Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce).

Spanish regulations:

- Law 3/2014 of 27 March, amending the consolidated text of the **General Law for the Defence of Consumers and Users**;
- Law 7/1998 of 13 April, on **General Terms and Conditions of Business** and subsequent amendments;
- [Regulation \(EU\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- **Organic Law 3/2018** of 5 December on **Data Protection and the Guarantee of Digital Rights**;
- **Law 7/1996** of 15 January on the **Regulation of Retail Trade**; and
- **Law 34/2002** of 11 July, on **Information Society Services and Electronic Commerce** and subsequent amendments.

15. COMMENTS AND SUGGESTIONS:

Your comments and suggestions are welcome. Please send us any comments and suggestions through our contact form.

In addition, we have official claim sheets available to consumers and users. You can request them by calling our customer service department at +34 **667 06 46 67** or through our contact form.