

English translation of the General Terms and Conditions of the Staatliche Kunstsammlungen Dresden (Dresden State Art Collections)

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Appendix 1 Form on information about rights of withdrawal

## I. Tickets

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## Notice:

The following text is an English translation of the German Standard Terms and Conditions of Staatliche Kunstsammlungen Dresden (hereinafter referred to as "SKD"). This translation shall neither form part of the General Terms and Conditions of SKD nor shall it be included in any agreement between SKD and their customers. This translation is intended for information purposes only and SKD are not liable for the accuracy of the translation. The German General Terms and Conditions shall prevail in any case.

### 1 Validity

- 1.1 The following provisions apply to the acquisition of admission tickets, time tickets, day tickets and annual tickets for the museums of the Staatliche Kunstsammlungen Dresden (Dresden State Art Collections) (hereinafter referred to as SKD).
- 1.2 Included is here the acquisition of tickets
  - a) at the ticket counters of the SKD museums
  - b) from the service provider in charge (hereinafter referred to as Visitor Service),  
the Avantgarde Sales & Marketing Support GmbH, that appears in the name and on the account of the SKD
    - at the ticket agencies,
    - in the online shop of the SKD (<https://shop.skd.museum>) (hereinafter referred to as online shop),
    - via the Customer Care Centre
  - c) for the resale by authorised resellers.
- 1.3 In addition to the general provisions of the SKD, namely the Visitor Regulations of the SKD and the respective Cloakroom Regulations, these general terms and conditions apply which can be examined directly in the museums and in the online shop. When acquiring tickets, the customer recognises these general provisions of the SKD as binding. Varied provisions of the customer\* will not be recognised by the SKD unless the SKD agrees to in writing that they apply.
- 1.4 The SKD reserves the right to change these general terms and conditions at any time without stating the reasons. These changes do not apply to orders already made or existing sales contracts.

### 2 Advance bookings and tickets

- 2.1 Tickets will only be sold to end customers and authorised resellers. Otherwise, the performance of the SKD as represented on the ticket cannot be claimed. In particular cases, the SKD is entitled to limit the number of tickets sold per customer.
- 2.2 By means of ordering or buying tickets according to the following provisions, contractual relations exclusively occur between the customer and the SKD.

2.3 The Visitor Service is not responsible for the contents, the execution, the course or the quality of the agreed services of the SKD. In particular, it does not assume liability for the correctness of the information transmitted by the SKD.

### 3 Types of tickets offered

#### 3.1 Admission tickets

As long as nothing else arises from the type of the ticket, admission tickets exclusively authorise their holders to only visit the museums or exhibitions of the SKD one time, as noted on the ticket on the day of the first validation.

#### 3.2 Time tickets

3.2.1 Time tickets are only valid for the period of the visit printed on the ticket from the first validation or from the time slot printed. Ticket holders are only allowed to enter during this time. Afterwards, the time ticket expires and is not replaced. Time tickets for the museums of the SKD can be examined at [www.skd.museum](http://www.skd.museum).

3.2.2 A change of the day, time or duration of the visit is not possible.

3.2.3 On principle, at the museums of the SKD, clothing and bags (also handbags) must be handed over. In this connection, visitors must take into consideration waiting times. Therefore, it is recommended to arrive in good time before the time slot printed on the time ticket to be able to hand over bags and clothing. Entrance with clothing and/or bags or entrance after the end of the time slot is not permitted.

#### 3.3 Day tickets

3.3.1 Day tickets (e.g. one day tickets or multiple day tickets) authorise the entrance to the museums and exhibitions noted on the ticket at the respective opening times within the indicated time period from the day of the first validation.

3.3.2 Day tickets can be personalised. Then, they are only valid in connection with identification documents appropriate to prove the identity of a person. In this case, they are not transferable. Personalisation and, if required, registration of the validity period must be validated before the first entrance.

#### 3.4 Annual tickets

3.4.1 The annual ticket authorises its holder to enter all museums and exhibitions of the SKD and to participate in selected events of the SKD within the respective opening times.

3.4.2 The annual ticket is valid for one year from the date of purchase and only in a personalised form. It is non-transferable. When purchasing an annual ticket at a ticket counter or in the online shop, the annual ticket entitles the holder to a one-time admission to any museum or exhibition of the SKD. Before further admission, the ticket must be exchanged for a personalised annual ticket at the stated ticket counters. Annual tickets, which can be bought at the stated ticket counters, can be immediately personalised.

A data privacy statement regulates the storage of personal data of the holder. The data privacy statement can be found at [www.skd.museum](http://www.skd.museum).

### 3.5 Online tickets:

3.5.1 Online tickets are print@home tickets and mobile tickets. They can be acquired in the online shop of the SKD and via the Customer Care Centre.

3.5.2 After completion of the payment transaction, the ordered online tickets will be sent directly to the customer via email as electronic tickets (PDF).

The print@home ticket is only readable and valid when it is printed on a white ISO A 4 paper. It cannot be collected at the ticket counter. Only one copy may be printed of each print@home ticket. If tickets are duplicated or manipulated, these tickets will immediately become invalid and will not be replaced.

3.5.3 The mobile ticket is only valid when the bar code is shown in full by means of activated background lighting and when it can be scanned at the entrance. It may be required to also show other parts of the mobile ticket.

## 4 Prices, advance booking fees, payment

4.1 Admission fees, regulations on price reductions and free entry are stipulated in the valid SKD Admission Fee Regulations which can be found at the ticket counter area of each museum and on the home page of the SKD at [www.skd.museum](http://www.skd.museum). They can also be requested at the Visitor Service. The prices which are valid at the time of the confirmation of the order are applicable. The valid currency is the euro. Admission fees are subject to change.

4.2 Admission tickets, time tickets, day tickets and annual tickets which have already been bought remain valid in case of a change. In case of price increases, the respective differential amount must be compensated before visiting the museum. This does not apply if the first visit to a museum takes place within four months since the ticket was acquired.

4.3 Admission tickets, time tickets, day tickets and annual tickets are exempted from turnover tax according to article 4, No. 20 of the German Turnover Tax Law. Ancillary costs, especially advance booking costs, shipping costs and service fees are not included in the price. However, they can be charged. The advance booking fees are covered under the Admission Fee Regulations at the ticket counters of the museums of the SKD and in the internet at [www.skd.museum](http://www.skd.museum).

4.4 In case of use of price reductions or free entry, a valid confirmation and, if required, a photo identification must be additionally produced during acquisition of tickets at the ticket counters of the SKD, at the ticket agencies and on the day of the visit. On demand, proof must be provided at the entrance of the museum or for issuance of the ticket. If this proof cannot be supplied, the differential amount in regard to the full admission fee must be paid.

4.5 Payment of the agreed remuneration may be made in cash, by an EC debit card or a credit card at the ticket agencies and at the ticket counters of the museums of the SKD, in the online shop by the stated electronic payment methods and at the Customer Care Centre via bank transfer.

4.6 In case of a return debit when paying by card, the customer is obliged to reimburse costs accrued due to this return debit.

## 5 Admission and right of the owner of the premises to undisturbed occupancy

5.1 Tickets with a bar code on it will be validated electronically by a bar code scanner at the entrance of the museum or exhibition. Therefore, it is impossible that other persons can gain access to the respective museum or exhibition with the same bar code, for example, by duplicating this bar code. The customer is obliged to protect the security of the bar code and to disallow improper use. The SKD are not liable in regard to improper use of the tickets or the bar code as far as the SKD or its authorised representative cannot be held responsible for illegal intentions or gross negligence.

5.2 In case of violation of these general terms and conditions, the Visitor Regulations and the Cloakroom Regulations of the SKD, the SKD or its authorised representatives reserve the right to expel the ticket holder from the respective museum of the SKD or to declare a fundamental order to stay away from the premises. This also applies when other visitors are harassed by the ticket holder, the operations of the museum are disturbed, or there is the danger of disturbances.

## 6 Passing on to third parties

The following rules apply to passing on admission tickets, time tickets and non-personalised day tickets to third parties:

a) They can only be passed on to persons who have not been issued orders to stay away from the premises of the SKD.

b) This third party's attention must be drawn to these general terms and conditions, the Visitor Regulations and the Cloakroom Regulations of the SKD and he or she must engage to observe the above-stated provisions. Otherwise, he or she will not be entitled to the services of the SKD as represented by the respective ticket.

c) The resale of the tickets to a higher price than the stipulated final price and a commercial resale are not allowed unless otherwise agreed to by the parties.

In case these conditions are violated, the right to the services of the SKD as represented on the ticket will not be applicable anymore.

## 7 Limitations

Starting with the end of the year in which the ticket was bought, the limitation period for admission tickets and day tickets is three years according to the statutory rule.

## 8 Warranty

Statutory provisions apply in regard to warranty rights unless otherwise agreed to by the parties. In regard to entrepreneurs\*\*, a limitation period of one year from handing over the ticket applies to claims based on defects.

## 9 Loss or damage and exchange

9.1 The SKD is not liable for loss or damage of admission tickets, time tickets, day tickets and annual tickets. In case of loss or damage, no replacement or repayment will be permitted.

9.2 Tickets which have already been bought cannot be returned or exchanged. Expired tickets will not be compensated. The provisions in regard to warranty rights or the right of withdrawal remain unaffected.

## 10 Liability of the SKD

10.1 The SKD is only liable for damages which have been caused by illegal intentions or gross negligence of the SKD, its employees or its authorised representatives, including the Visitor Service. If it is not mandatory by the statutory provisions, a continuing liability will be excluded explicitly. The limitation on liability especially does not apply to damages caused by injury to life, body or health.

10.2 If the visit to a museum or an exhibition is not possible and therefore tickets cannot be used due to compelling reasons the SKD is responsible for (such as conservation, organisation and technical reasons) or due to force majeure (e.g. natural disasters, war, etc.), the SKD or the Visitor Service are entitled to withdraw from the contract in the name of the SKD. In this case, the price of the ticket will be refunded. Shipping costs and the advance booking fee will not be refunded in the case of force majeure. A continuing liability of the SKD does not exist.

If possible, dates will be announced well in advance on the home page of the SKD.

## 11 Supplementary provisions for the online shop and the Customer Care Centre

### 11.1 Orders made via the online shop

11.1.1 The online shop is operated by the Visitor Service. In case of technical difficulties, the customer can contact Avantgarde at the service hotline: Tel.: +49 (0)351 4941 2000 or via email at: [besucherservice@skd.museum](mailto:besucherservice@skd.museum).

11.1.2 To order on the online shop (<https://shop.skd.museum>), at first, the customer selects the desired ticket and puts it into the shopping cart by clicking on the button shopping cart. New customers can register themselves or order as a "guest" and enter their customer data. In case the customer is already registered, registration is possible by entering the email address and the password. Subsequently, the order data, including the invoice address and the desired method of payment, must be entered.

Faulty entries can be corrected by re-entering the data. Tickets can be deleted from the shopping cart by clicking in the field "Remove". As a last step of ordering, the customer can recheck and, if necessary, correct the data before sending the order.

11.1.3 In case several tickets and other services or goods are ordered or in case entries have been corrected, the customer can have the new total amount of the order and the shipping costs recalculated by clicking on the "Update" button.

11.1.4 By clicking on the "Buy now" button, a binding offer will be made by the customer to conclude a sales contract with the SKD. By sending an order confirmation via email, the reception of the order at the Visitor Service will be confirmed to the customer. The order confirmation does not constitute the acceptance of the offer.

## 11.2 Conclusion of the contract

- 11.2.1 The presentation of tickets, e.g. in the online shop, is not binding and does not present a legally binding offer but is an invitation to order.
- 11.2.2 A sales contract with the SKD will only be concluded by sending the ticket of which the customer will be informed by a shipping confirmation or by sending the print@home or mobile ticket as pdf file via email. No contract will come into existence when tickets are not listed in the shipping confirmation. Sending the shipping confirmation and the ticket via email requires a correct email address and the technical accessibility of the email inbox.

## 11.3 Delivery and shipping costs

- 11.3.1 When shipping, the delivery is sent to the delivery address stated by the customer unless otherwise agreed to by the parties. Dates of shipment and delivery are not binding unless the Visitor Service explicitly marks them as binding dates.
- 11.3.2 As far as a print@home or a mobile ticket is not concerned, shipping costs will be charged upon shipping. The amount of the shipping costs can be requested at the Visitor Service or will be shown directly before carrying out the order transaction.

## 11.4 Terms of payment

- 11.4.1 Payment is made by the electronic payment methods indicated in the online shop.
- 11.4.2 The remuneration is payable upon receipt of the shipping confirmation or in case of a missing shipping confirmation upon receipt of the ticket by the customer. The credit entry of the invoice amount must be carried out within the period stated on the invoice. In case of missing or late receipt of payment, the tickets can be given away otherwise and the customer has no right to the tickets ordered and the respective services provided by the SKD anymore.

## 11.5 Information on the right of withdrawal for consumers

- 11.5.1 In principle, no right exists to take back tickets. In case of services related to leisure activities, especially also when selling tickets by stating a specific date or period of time, an exception to an otherwise existing right of withdrawal and return according to article 312 g, subsection 2, No. 9 of the German Civil Code exists. Therefore, the right of withdrawal does not exist in regard to acquisition of time tickets and annual tickets. In these cases, ordering of tickets is therefore binding directly after conclusion of a contract and the customer is obliged to accept and pay for the tickets ordered.

The customer has the right to withdraw from the contract on the acquisition of admission tickets and day tickets with the SKD without giving reasons according to the following provisions:

- a) The customer is a consumer\*\*\*.
- b) The right of withdrawal exists only in regard to contracts made with the SKD which have been brought about by means of an order of tickets made via the online shop or by telephone via the Customer Care Centre.



- c) The right of withdrawal is excluded when the customer has already used the admission ticket or day ticket.
- d) The withdrawal must be exercised by means of a clear and written statement to Visitor Service (Avantgarde Sales & Marketing Support GmbH im Auftrag der Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections), Residenzschloss, Taschenberg 2, 01067 Dresden F +49 (0)351 4914 2001, [besucherservice@skd.museum](mailto:besucherservice@skd.museum)) that the contract will be withdrawn. For this purpose, the customer may use the sample withdrawal form enclosed as Appendix 1. However, this is not imperative.
- e) The period to withdraw is two weeks. It begins when the customer or a third party, who is not the forwarder, named by the customer, received the tickets, in case of a uniform order of several tickets, received the last ticket or in case of a delivery of several partial shipments, received the last partial shipment. To comply with the period to withdraw, it is sufficient that the information on exercising the right of withdrawal is sent before the expiration of the period to withdraw.

#### 11.5.2. Consequences of withdrawal

- a) When the customer withdraws from this contract, all payments, including shipping costs (with the exception of additional costs resulting from the fact that the customer chose another type of delivery than the standard delivery favoured by the Visitor Service) and the advance booking fee must be repaid within 2 weeks at the latest. The deadline begins when the declaration of withdrawal by the customer reaches the Visitor Service. Repayment will be carried out via the same means of payment which was used by the customer for the original transaction unless otherwise explicitly agreed upon and the customer will not incur any costs.
- b) The customer must return the tickets to the Visitor Service within 2 weeks at the latest. The deadline begins when the customer submits the declaration of withdrawal. To comply with the deadline, it is satisfactory to send the tickets before the deadline expires. The customer bears the direct costs of returning the tickets.
- c) By way of exemption from 11.5.2. a), repayment can be denied until the Visitor Service receives back the tickets sent by letter or the customer has given proof of reshipment.

-End of the information on withdrawal-

## 12 Data protection notice

12.1 The SKD will observe all requirements for reasons of data protection, especially the provisions of the EU General Data Protection Regulation (GDPR). A data privacy statement, which can be consulted in the online shop, regulates the details.

12.2 Data collecting authorities are:

Die Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections)

Residenzschloss, Taschenberg 2  
01067 Dresden

Der Besucherservice (Visitor Service)  
die Avantgarde Sales & Marketing Support GmbH  
Atelierstraße 10  
81671 München

as a processor who carries out data processing in the online shop and at the Customer Care Centre on behalf of the Staatliche Kunstsammlungen Dresden (Dresden State Art Collections)..

### 13 ODR platform and alternative dispute resolution

13.1 The European Commission provides a platform for out-of-court Online Dispute Resolution (ODR platform) which can be found at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). The email address of the Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections) is: [besucherservice@skd.museum](mailto:besucherservice@skd.museum).

13.2 The Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections) is neither prepared nor obliged to participate in procedures of dispute resolution before a consumer out-of-court dispute resolution body.

### 14 Final provisions

14.1 If an agreement on jurisdiction is admissible, the exclusive (also international) place of jurisdiction for all indirect or direct disputes resulting from the contractual relationships concluded based on these provisions, is Dresden. German law applies without international private law.

14.2 Deviations or amendments made to these provisions require written form. This also applies to the requirement of the written form itself.

14.3 Should parts of these provisions be ineffective or impracticable, the effectiveness of the contract will, in other respects, be not affected by it.

14.4 These general terms and conditions enter into force on March 1st, 2018 and were last amended on February 14, 2022.

## II. Guided tours

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### 1. Validity

1.1. The following provisions apply to the booking and the performance of services provided in regard to guided tours for the museums of the Staatliche Kunstsammlungen Dresden (Dresden State Art Collections) (hereinafter referred to as SKD).

1.2. Included is here the booking of services provided in regard to guided tours

1.2.1. at the ticket counters of the SKD museums

1.2.2. at the service provider in charge (hereinafter referred to as Visitor Service),

the Avantgarde Sales & Marketing Support GmbH, in the name and on the account of the SKD

- in the online shop of the SKD (<https://shop.skd.museum>) (hereinafter referred to as online shop) and
- via the Customer Care Centre.

1.3. In addition to the general provisions of the SKD, namely the Visitor Regulations of the SKD and the respective Cloakroom Regulations, these general terms and provisions apply which can be examined directly in the museums and in the online shop. When acquiring services provided in regard to guided tours, the customer recognises these general provisions of the SKD as binding. Varied provisions of the customer\* will not be recognised by the SKD unless the SKD agrees to in writing that they apply.

1.4. The SKD reserves the right to change these general terms and conditions at any time without stating the reasons. These changes do not apply to orders already made or existing sales contracts.

### 2. Offer and booking of guided tours

2.1. The Visitor Service provides the following services in the name, by the order and on the account of the SKD:

- Guided group tours with a maximum of 25 persons
- Guided student tours with a maximum of 25 persons
- Participation in public tours with a maximum of 30 persons
- Individually organised guided tours as agreed upon

- 2.2. The selection of the tour guide is incumbent on just the Visitor Service or the SKD. Externally organised guided tours are not allowed.
- 2.3. The customer can choose from the guided tours offered by the Visitor Service and book a guided tour by stating the desired date and the desired number of participants.
- 2.4. By booking services provided in regard to guided tours according to the following provisions, contractual relationships exclusively occur between the customer and the SKD.
- 2.5. Only one copy may be printed of each ticket. When tickets are duplicated or manipulated, these tickets will immediately become invalid without being replaced.

### 3. Prices and payment

- 3.1. Prices for a guided tour comply with the current price list at the time of ordering which can be examined in each museum at the ticket counter area and on the home page of the SKD at [www.skd.museum](http://www.skd.museum) or can be requested at the Visitor Service. Prices are subject to change. Orders which have already been made remain unaffected by such changes.
- 3.2. In case of a return debit when paying by card, the customer is obliged to reimburse costs accrued due to this return debit.

### 4. Participation in the guided tour and right of the owner of the premises to undisturbed occupancy

- 4.1. Before the start of a guided tour, the customer has to produce a printout of the ticket for the guided tour at the sales booth or at the arranged meeting places of the Visitor Service.
- 4.2. In case the customer arrives more than 30 minutes late after the arranged start of the guided tour, the right to the guided tour expires. The obligation to pay remuneration remains in place.
- 4.3. If a guided tour for which the customer received a confirmed booking by the Visitor Service cannot be conducted for any reason, the Visitor Service will refund the agreed remuneration for the ticket according to 8.2. Alternatively, on demand of the customer, a change of the date of the guided tour can be re-booked free of charge. No other rights of the customer exist. 4.2 remains unaffected.
- 4.4. In case of violation of these general terms and conditions, the Visitor Regulations and the Cloakroom Regulations of the SKD, the SKD or its authorised representatives reserve the right to expel the ticket holder from the respective museum of the SKD or to declare a fundamental order to stay away from the premises. This also applies when other visitors are harassed by the ticket holder, the operations of the museum are disturbed or there is the danger of disturbances.

### 5. Passing on to third parties

For passing tickets of guided tours on to third parties, the following rules apply:

- a) They can only be passed on to persons who have not been issued orders to stay away from the premises of the SKD.
- b) These general terms and conditions, the Visitors Regulations and the Cloakroom Regulations of the SKD must be pointed out to the third party by the customer. The third party is obliged to pay attention to the aforementioned provisions. Otherwise, the third party has no right to the respective service in regard to the guided tour provided by the SKD.

- c) The resale of the ticket for the guided tour at a higher price than the remuneration agreed upon and a commercial resale are not permitted unless otherwise agreed to by the parties.

If these provisions are violated, the right to the respective service in regard to the guided tour provided by the SKD will be cancelled.

## 6. Warranty

The legal provisions in regard to legal warranty rights apply unless otherwise agreed to by the parties. In regard to entrepreneurs\*\*, a limitation period of one year from handing over the goods or voucher applies to claims of the purchaser based on defects.

## 7. Loss or damage and exchange

- 7.1. The SKD is not liable for loss or damage of the tickets used for guided tours. In case of loss or damage, no replacement and no reimbursement will be permitted.
- 7.2. Tickets which have already been bought cannot be returned or exchanged. Expired tickets will not be replaced. The provisions in regard to warranty rights remain unaffected hereof.

## 8. Liability

- 8.1. The SKD is only liable for damages which have been caused by illegal intentions or gross negligence of the SKD, its employees or its authorised representatives, including the Visitor Service. If it is not mandatory by the statutory provisions, a continuing liability will be excluded explicitly. The limitation on liability especially does not apply to damages caused by injury to life, body or health.
- 8.2. If the guided tour cannot be carried out due to compelling reasons the SKD is responsible for (such as conservation, organisation and technical reasons) or due to force majeure (e.g. natural disasters, war, etc.), the SKD or the Visitor Service are entitled to withdraw from the contract in the name of the SKD. In this case, the price paid for will be refunded by the SKD or the Visitor Service. Shipping costs will not be refunded in the case of force majeure. A continuing liability of the SKD does not exist. If possible, dates will be announced well in advance on the home page of the SKD.

## 9. Specific provisions for the online shop, the Customer Care Centre and email orders

### 9.1. Orders made via the online shop

- 9.1.1. The online shop is operated by the Visitor Service. In case of technical difficulties, the customer can contact Avantgarde at the service hotline: Tel.: +49 (0)351 4941 2000 or via email at: [besucherservice@skd.museum](mailto:besucherservice@skd.museum).
- 9.1.2. To order on the online shop (<https://shop.skd.museum>), at first, the customer selects the desired service provided in regard to guided tours and puts it into the shopping cart by clicking on the button shopping cart.
- 9.1.3. New customers can register themselves or order as a "guest" and enter their customer data. In case the customer is already registered, a registration is possible with the email address and the password. Subsequently, the order data, including the invoice address, if applicable, a delivery address and the desired method of payment, must be entered.
- 9.1.4. Faulty entries can be corrected by re-entering the data. Services provided in regard to guided tours can be deleted from the shopping cart by clicking in the field "Remove". As a

last step of ordering, the customer can recheck and, if necessary, correct the data before sending the order.

In case several guided tours and other services or goods are ordered or in case entries have been corrected, the customer can have the new total amount of his or her order and the shipping costs recalculated by clicking on the "Update" button.

9.1.5. By clicking on the "Buy now" button, a binding offer will be made by the customer to conclude a sales contract with the SKD. By sending an order confirmation via email, the reception of the order at the Visitor Service will be confirmed to the customer. The order confirmation does not constitute the acceptance of the offer.

## 9.2. Conclusion of the contract

9.2.1. The presentation of the services provided in regard to guided tours, e.g. in the online shop, is not binding and does not represent a binding offer but is an invitation to book.

9.2.2. A contract with the SKD will be concluded by sending the booking confirmation along with the ticket for the guided tour. Basically, this is carried out by sending it to an email address stated by the customer. Sending the booking confirmation and the ticket via email requires a correct email address and the technical accessibility of the email inbox. On explicit demand of the customer, the booking confirmation along with the ticket for the guided tour can be sent by letter to the address stated by the customer. In this case, the customer is notified of this letter by a shipping confirmation which will be sent via email.

## 9.3. Delivery and shipping costs

9.3.1. When shipping, the delivery is sent to the delivery address stated by the customer. Dates of shipment and delivery are not binding unless the Visitor Service explicitly marks them as binding dates.

9.3.2. In case of sending the booking confirmation along with the ticket for the guided tour by letter, shipping costs will be charged in addition to the price of the guided tour to the customer's account. The amount of the shipping costs can be requested at the Visitor Service or will be shown directly before carrying out the order transaction.

## 9.4. Payment

9.4.1. Payment can be made by credit card or PayPal debit entry.

9.4.2. The price becomes due for payment upon receipt of the shipping or booking confirmation or in the case of a missing shipping or booking confirmation, upon receipt of the ticket by the customer at the latest. The credit of the invoice amount must be paid within the period stated on the invoice. In case of missing or late receipt of payment, the services provided in regard to guided tours can be given away otherwise and the customer has no right to the services in regard to guided tours ordered anymore.

## 9.5. Information on the right of withdrawal

It is indicated that no right of withdrawal exists when booking guided tours provided by the SKD according to article 312 g, subsection 2, No. 9 of the German Civil Code in connection with article 355 of the German Civil Code. Each booking of services provided in regard to guided tours is therefore directly binding after concluding a contract and the customer is obliged to accept and pay for the tickets ordered for guided tours.

## 10. Data protection notice

10.1. The SKD will observe all requirements for reasons of data protection, especially the provisions of the EU General Data Protection Regulation (GDPR). A data privacy statement, which can be consulted in the online shop, regulates the details.

10.2. Data collecting authorities are:

Die Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections)  
Residenzschloss, Taschenberg 2  
01067 Dresden

Der Besucherservice (Visitor Service)  
die Avantgarde Sales & Marketing Support GmbH  
Atelierstraße 10  
81671 München

as a processor who carries out data processing in the online shop and the Customer Care Centre on behalf of the Staatliche Kunstsammlungen Dresden (Dresden State Art Collections).

## 11. ODR platform and alternative dispute resolution

11.1. The European Commission provides a platform for out-of-court Online Dispute Resolution (ODR platform) which can be found at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). The email address of the Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections) is: [besucherservice@skd.museum](mailto:besucherservice@skd.museum).

11.2. The Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections) are neither prepared nor obliged to participate in procedures of dispute resolution before a consumer out-of-court dispute resolution body.

## 12. Final provisions

12.1. If an agreement on jurisdiction is admissible, the exclusive (also international) place of jurisdiction for all indirect or direct disputes resulting from the contractual relationships concluded based on these provisions, is Dresden. German law applies without international private law.

12.2. Deviations or amendments made to these provisions require written form. This also applies to the requirement of the written form itself.

12.3. Should parts of these provisions be ineffective or impracticable, the effectiveness of the contract will, in other respects, be not affected by it.

12.4. These general terms and conditions enter into force on March 1st, 2018 and were last amended on September 5, 2019.



### III. Goods and vouchers

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## Notice:

The following text is an English translation of the German Standard Terms and Conditions of Staatliche Kunstsammlungen Dresden (hereinafter referred to as "SKD"). This translation shall neither form part of the General Terms and Conditions of SKD nor shall it be included in any agreement between SKD and their customers. This translation is intended for information purposes only and SKD are not liable for the accuracy of the translation. The German General Terms and Conditions shall prevail in any case.

### 1. Validity

- 1.1. The following provisions apply to the sale of goods and vouchers of the Staatliche Kunstsammlungen Dresden (Dresden State Art Collections) (hereinafter referred to as SKD).
- 1.2. Included is here the sale of publications and merchandise products of the SKD (hereinafter referred to as goods) and vouchers to acquire admission tickets, time tickets, day tickets, annual tickets and other services provided by the SKD (especially guided tours) (hereinafter referred to as vouchers)
  - a) at the ticket counters of the SKD museums
  - b) by the service provider in charge (hereinafter referred to as Visitor Service)
    - at the ticket agencies and
    - in the online shop of the SKD (<https://shop.skd.museum>) (hereinafter referred to as online shop).
- 1.3. Varied provisions of the customer\* will not be recognised by the SKD unless the SKD agrees to in writing that they apply.
- 1.4. The SKD reserves the right to change these general terms and conditions at any time without stating the reasons. These changes do not apply to orders already made or existing sales contracts.

### 2. Offer and sale of goods and vouchers

- 2.1. Sales at the ticket agencies and at the ticket counters of the SKD will occur at the times stated in the publications of the Visitor Service.
- 2.2. The sale of goods, in principle, is only carried out according to common household amounts. This refers to both the number of the goods ordered in the scope of an order and the total amount when several orders are concerned. Therefore, the SKD and Visitor Service occasionally have the right to sell in limited amounts the goods to the customer.
- 2.3. By means of ordering or buying goods and vouchers according to the following provisions, contractual relations exclusively occur between the customer and the SKD.

The Visitor Service is not responsible for the contents or the quality of the goods of the SKD.

### 3. Payment

- 3.1. All prices include the valid legal value added tax but no shipping costs, tariffs and/or similar taxes. They must be borne separately by the customer. The valid currency is the euro.
- 3.2. Payment of the agreed remuneration can be made in cash, by EC debit card or credit card unless not otherwise agreed to by the parties.
- 3.3. In case of a return debit when paying by card, the customer is obliged to reimburse costs accrued due to this return debit.

### 4. Warranty

The legal provisions in regard to warranty rights apply unless otherwise agreed to by the parties. In regard to entrepreneurs\*\*, a limitation period of one year from handing over the goods or vouchers applies to claims based on defects.

### 5. Liability of the SKD

- 5.1. The SKD is only liable for damages which have been caused by illegal intentions or gross negligence of the SKD, its employees or its authorised representatives, including the Visitor Service. If it is not mandatory by the statutory provisions, a continuing liability will be excluded explicitly. The limitation on liability especially does not apply to damages caused by injury to life, body or health.
- 5.2. If the Visitor Service notices while processing the order that goods or vouchers ordered by the customer are not available, he will inform the buyer immediately. In this case, the SKD or the Visitor Service is authorised to withdraw from the contract in the name of the SKD. The agreed remuneration will be refunded. Shipping costs will not be refunded in the case of force majeure. A continuing liability of the SKD does not exist.

### 6. Supplementary provisions for the sale in the online shop

#### 6.1. Orders made via the online shop

- 6.1.1. The online shop is operated by the Visitor Service. In case of technical difficulties, the customer can contact Avantgarde at the service hotline: Tel.: +49 (0)351 4941 2000 or via email at: [besucherservice@skd.museum](mailto:besucherservice@skd.museum).
- 6.1.2. To order on the online shop (<https://shop.skd.museum>), at first, the customer selects the desired good or the desired voucher and puts it into the shopping cart by clicking on the button shopping cart.
- 6.1.3. New customers can register themselves or order as a "guest" and enter their customer data. In case the customer is already registered, a registration is possible by entering the email address and the password. Subsequently, the order data, including the invoice address and, if necessary, another delivery address and the desired method of payment, must be entered.
- 6.1.4. Faulty entries can be corrected by re-entering the data. Goods or vouchers can be deleted from the shopping cart by clicking in the field "Remove". As a last step of the order, the customer can recheck and, if necessary, correct the data before sending the order. In case several goods, vouchers, tickets and other services are ordered or in case entries have been corrected, the customer can have the new total amount of his or her order and

the shipping costs recalculated by clicking on the "Update" button.

6.1.5. By clicking on the "Buy now" button, a binding offer will be made in the online shop by the customer to conclude a sales contract with the SKD. By sending an order confirmation via email, the customer will receive a confirmation of the reception of an order at the Visitor Service. The order confirmation does not constitute the acceptance of the offer.

## 6.2. Conclusion of the contract

6.2.1. The presentation of goods, e.g. in the online shop, is not binding and does not present a legally binding offer but is an invitation to order.

6.2.2. A sales contract with the SKD will only be concluded by sending the good or voucher of which the customer will be informed by a shipping confirmation via email. No contract will come into existence in regard to goods or vouchers which are not listed in the shipping confirmation. Sending the shipping confirmation via email requires a correct email address and the technical accessibility of the email inbox.

## 6.3. Delivery and shipping costs

6.3.1. When shipping, the delivery is sent to the delivery address stated by the customer. Dates of shipment and delivery are not binding unless the Visitor Service explicitly marks them as binding dates.

6.3.2. As far as goods or vouchers are concerned, shipping costs will be charged upon shipping. The amount of the shipping costs can be requested at the Visitor Service or will be shown directly before carrying out the order transaction.

6.3.3. The Visitor Service determines the adequate mode of shipment and the forwarding agent at his own discretion unless not explicitly otherwise agreed to by the parties. The Visitor Service will insure the goods against the usual risks of transportation. These costs are included in the shipping costs.

6.3.4. As far as a delivery to the customer is not possible because the goods delivered do not fit through the entrance door, front door, staircase of the customer or the customer cannot be met at the stated delivery address although the delivery data was announced to the customer within an appropriate period of time, the customer bears the costs of this unsuccessful delivery.

## 6.4. Payment and retention of title

6.4.1. Payment is made by credit card or electronic direct debiting. The purchase price is due for payment upon receipt of the shipping confirmation. The credit entry of the amount of the invoice must be carried out within the time period stated on the invoice.

6.4.2. Ownership of the goods ordered only passes to the customer after the agreed remuneration has been fully paid (retention of title).

## 6.5. Supplementary warranty provisions

Notice in writing must be given to Avantgarde at [Besucherservice@skd.museum](mailto:Besucherservice@skd.museum) or to Staatliche Kunstsammlungen Dresden, Besucherservice, Taschenberg 2, 01067 Dresden if goods and vouchers have defects or orders have not been received. Otherwise, the legal provisions of the warranty rights apply.

## 6.6. Information on the right of withdrawal for consumers

6.6.1. The customer has the right to withdraw from the contract with the SKD without giving reasons according to the following provisions:

- a) The customer is a consumer\*\*\*.
- b) The right of withdrawal exists only in regard to contracts made with the SKD which have been brought about by means of an order of goods or vouchers made via the online shop.
- c) The withdrawal must be exercised by means of a clear and written statement to Visitor Service (Avantgarde Sales & Marketing Support GmbH im Auftrag der Staatlichen Kunstsammlungen Dresden, Residenzschloss, Taschenberg 2, 01067 Dresden F +49 (0)351 4914 2001, besucherservice@skd.museum) that the contract will be withdrawn. For this purpose, the customer may use the sample withdrawal form enclosed as Appendix 1. However, this is not imperative.
- d) The period to withdraw is two weeks. It begins when the customer or a third party, who is not the forwarder, named by the customer, received the goods or vouchers, in case of a uniform order of several goods or vouchers, received the last goods or the last voucher, or in case of a delivery of several partial shipments or pieces, received the last partial shipment or the last piece. To comply with the period to withdraw, it is sufficient that the information on exercising the right of withdrawal is sent before the expiration of the period to withdraw.

6.6.2. Consequences of withdrawal

- a) When the customer withdraws from this contract, all payments, including shipping costs (with the exception of additional costs resulting from the fact that the customer chose another type of delivery other than the standard delivery favoured by the Visitor Service) must be repaid within 2 weeks at the latest. The deadline begins when the declaration of withdrawal by the customer reaches the Visitor Service. Repayment will be carried out via the same means of payment which was used by the customer for the original transaction unless otherwise explicitly agreed upon and the customer will not incur any costs.
- b) The customer must return the goods or vouchers received to the Visitor Service within 2 weeks. The deadline begins when the customer submits the declaration of withdrawal. To comply with the deadline, it is satisfactory to send the goods and vouchers before the deadline expires. The customer bears the direct costs of returning the goods and vouchers.
- c) By way of exemption from 6.6.2 a), repayment can be denied until the Visitor Service receives the goods and vouchers or until the customer has given proof of returning the goods and vouchers.
- d) The customer is liable for any diminished value of the goods if the diminished value results from the handling of the goods in any other manner than that necessary to establish the nature, characteristics, and functioning of the goods.

6.6.3. The right of withdrawal does not exist in regard to the following contracts:

- Contracts to deliver goods which are not prefabricated and the production of which is governed by an individual choice of or decision by the customer or which are clearly tailored to the personal needs of the customer.
- Contracts to deliver goods which can easily spoil or whose expiry date can easily be exceeded.
- Contracts to deliver sealed goods which due to reasons of health protection or hygiene cannot be returned when the seal was removed after delivery.
- Contracts to deliver sound and video recordings or computer software in a sealed package when the seal was removed after delivery.

- End of the information on withdrawal-

## 7. Data protection notice

7.1. The SKD will observe all requirements for reasons of data protection, especially the provisions of the EU General Data Protection Regulation (GDPR). A data privacy statement, which can be consulted in the online shop, regulates the details.

7.2. Data collecting authorities are:

Die Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections)  
Residenzschloss, Taschenberg 2  
01067 Dresden

Der Besucherservice (Visitor Service)  
die Avantgarde Sales & Marketing Support GmbH  
Atelierstraße 10  
81671 München

as a processor who carries out data processing in the online shop and the Customer Care Centre on behalf of the Staatliche Kunstsammlungen Dresden (Dresden State Art Collections).

## 8. ODR platform and alternative dispute resolution

8.1. The European Commission provides a platform for out-of-court Online Dispute Resolution (ODR platform) which can be found at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). The email address of the Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections) is: [besucherservice@skd.museum](mailto:besucherservice@skd.museum).

8.2. The Staatlichen Kunstsammlungen Dresden (Dresden State Art Collections) are neither prepared nor obliged to participate in procedures of dispute resolution before a consumer out-of-court dispute resolution body.

## 9. Final provisions

- 9.1. If an arrangement on jurisdiction is admissible, the exclusive (also international) place of jurisdiction for all indirect or direct disputes resulting from the contractual relationships concluded based on these provisions, is Dresden. German law applies without international private law.
- 9.2. Deviations or amendments made to these provisions require written form. This also applies to the requirement of the written form itself.
- 9.3. Should parts of these provisions be ineffective or impracticable, the effectiveness of the contract will in other respects, be not affected by it.
- 9.4. These general terms and conditions enter into force on March 1st, 2018 and were last amended on September 5, 2019.

\*Gender information: For reasons of easier readability, a gender-specific differentiation will not be made. All personal denominations are applicable in the sense of all sexes.

\*\*Entrepreneur is a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

\*\*\*Consumer is every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

Appendix 1  
Withdrawal form

To Visitor Service

Avantgarde Sales & Marketing Support GmbH im Auftrag der Staatlichen Kunstsammlungen  
Dresden, Residenzschloss, Taschenberg 2, 01067 Dresden

Tel.: +49 (0)351 4914 2001; Email: [besucherservice@skd.museum](mailto:besucherservice@skd.museum)

-

I/we (\*) herewith withdraw from the contract on the purchase of the following tickets or goods (\*)  
concluded by me/us (\*)

-

Ordered on (\*)/received on (\*)

-

Name of the customer(s)

-

Address of the customer(s)

-

Signature of the customer(s) (only in case of a notification on paper)

-

Date

(\*) Delete if inappropriate.