

CONTRACT OF SALE

on works of art

Between

Bhakti Event GmbH, Am Geisberg 1-8, 65321 Heidenrod, represented by the management

– hereinafter referred to as *Sellers* – and

First name, Last name, Street name, House number, Postcode, City

– hereinafter referred to as *the Buyer* – the following purchase contract is concluded:

§1 Subject matter of the contract

1.1 The following work of art belonging to the Seller is for sale:

Title:
Material:
Technology:
Dating:
Dimensions:
Framing:
Signature:
Numbering:

1.2 The artist (author) of the artwork mentioned in §1 is Paramahansa Sri Swami Vishvananda. The artist (author) has contractually transferred to the Seller all exclusive comprehensive rights to the contractual work of art. The Seller guarantees that he is the owner of the transferred rights and that it is possible for him to effectively grant the Buyer genuine ownership of the contractual work of art. The Seller also guarantees that the works are free of third-party rights that could conflict with the contractual granting of rights.

§2 Checkout

2.1 The handover takes place on (date) at / in (location).

The artwork will be sent insured to the buyer after payment of the purchase price.

2.2 The item remains the property of the Seller until full payment of the agreed purchase price.

2.3 The shipping risk of loss shall be borne by the Seller.

§3 Purchase price and payment

3.1 The purchase price is EUR, in letters: EUR incl. 19 % VAT.

3.2 The purchase price is due upon handover of the item.

The purchase price will be transferred to the following account:

Account holder: Bhakti Event GmbH

Financial institution:

IBAN:

BIC:

Purpose: Painting number, name of the painting, name of the buyer

3.3 Until full payment of the work of art, it remains the property of the Seller (retention of legal title).

3.4 The costs for shipping shall be borne by the Seller. A separate invoice will be issued for the purchase price.

§4 Default of payment

In the event of late payment by the Buyer, the Seller may withdraw from the contract.

§5 Copyright, resale

5.1 With the signature, the Seller declares that he has the exclusive right granted by the artist with regard to the ownership of all exclusive, temporally, spatially and content-unlimited comprehensive rights to the work granted to the Seller, he also owns the Right with the aim of commercial marketing to use and exploit the work. The law expressly includes all known and unknown forms of offer possibilities on the Internet, in particular the possibility of integration within fee-based online services and websites as well as within the freely accessible Internet. In particular, the Seller owns the following exclusive, temporally and territorially unlimited rights of use: the right of reproduction, making available to the public and distributing, i.e. the right to reproduce the work as a print production and to make it publicly available or publicly reproduced, taking into account any technical possibilities, in particular through digital integration within the framework of the website.

5.2 The artwork is protected by copyright. Any form of exploitation - with the exception of resale - requires the written consent of the Seller, unless statutory exceptions apply. With the sale of the work, the Buyer expressly receives no right for the production and/or reproduction of illustrations or copies, of any kind.

5.3 Any exhibition of the artwork referred to in § 1 initiated by the Buyer must be approved by the Artist and the Seller. The Buyer undertakes to conclude appropriate further agreements in this sense and in the artist's sense also with the subsequent Buyer of the painting.

5.4 The Buyer is entitled to resell the artwork. If the Buyer makes use of this right, he is obliged to inform the artist immediately of the name and address of the new owner.

§6 Final provisions

6.1 Verbal supplementary agreements to this contract do not exist. Changes or additions to this contract must be made in writing in order to be valid. The same applies to the waiver of this written form requirement.

6.2 This contract has been personally signed by the Seller and the Buyer, made in two copies and handed over to the contracting parties in one copy each.

6.3 This contract is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from this contractual relationship is the courts of Wiesbaden, unless the law requires otherwise.

6.4 The Buyer is obliged to notify the Seller in writing of any change in his address by registered letter. For notification obligations of the Buyer under this contract and according to the copyright law, the address of the Seller stated in the contract section or the last address of the Seller communicated by registered letter shall apply.

6.5 In case certain provisions of this contract are or become invalid or unenforceable, the validity of the remaining provisions of this contract shall not be affected. The parties shall endeavor to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the invalid or unenforceable provision in economic terms. The same applies in the event of a loophole in this contract.

Place, Date

Place, Date

Name Seller

Name Buyer

Status: July 2022