

Bauhaus Dessau

General Terms and Conditions of Business and Delivery of the Bauhaus Dessau Foundation

§ 1 Scope of application

- (1) These Terms and Conditions contain the terms and conditions that apply exclusively between customers and the Bauhaus Dessau Foundation (hereinafter referred to as the "Foundation"), represented by the Foundation's CEO, for the purchase of tickets and vouchers (hereinafter referred to as "items") from the Bauhaus Dessau Foundation.
- (2) The *House Rules* must always be observed when visiting the Foundation's properties.

§ 2 Conclusion of contract

- (1) The binding conclusion of the contract takes place after the customer's offer and acceptance of the offer by the Bauhaus Dessau Foundation.
- (2) The contract offer is made by the customer by selecting the item in the online ticket shop or at the respective ticket offices in the Foundation's properties.
- (3) The Foundation accepts the offer on site by physically handing over the item. The offer is accepted online by sending the item with a valid barcode to the customer by e-mail. For this purpose, the customer must provide a correct e-mail address.
- (4) The items are only sold to end consumers. Resale is excluded.

§ 3 Terms of payment

- (1) The sales price of the tickets is determined exclusively by the price valid on the day the contract is concluded. The sales of the Bauhaus Dessau Foundation are exempt from VAT in accordance with § 4 no. 20a UStG (German Value Added Tax Act).
- (2) The total price for the tickets to be purchased, including all applicable fees, is due immediately upon conclusion of the contract.
- (3) Payment can be made by cash, GiroPay, debit or credit card (Visa or MasterCard) or PayPal (online only).

- (4) The tickets remain the property of the Foundation until full payment has been received.
- (5) In the event of a payment being charged back, the Foundation is entitled to withdraw from the contract and to invalidate the items or the corresponding code noted on them. The customer must compensate the Foundation for the loss incurred by the chargeback. In this case, the Foundation is entitled to reimbursement of the bank charges incurred by a chargeback in the amount of € 1.50 as well as a processing fee of € 5.00 per chargeback or cash payment against the customer.

§ 4 General regulations on tickets

- (1) Each ticket authorises only one person to enter. Online tickets can be presented in both printed and digital form.
- (2) The ticket authorises the customer to enter the building once and is validated electronically by barcode scanner at the place of visit. Multiple use for different persons by duplicating the barcode is not permitted.
- (3) Proof of eligibility for reduced prices must be presented at the admission control without being asked. If the proof of eligibility for a reduced price cannot be shown, the customer must pay the difference to the normal price at the cash desk.
- (4) The Foundation reserves the right to refuse admission to holders of unauthorised duplicated admission tickets, to claim damages if necessary or to file criminal charges against abusive customers. The Foundation accepts no liability for any damage caused by the use or misuse of admission tickets.

§ 5 Conditions for the individual items

- (1) *Normal ticket with time slot*
Tickets with a time slot only authorise admission within 60 minutes of the validity period stated on the ticket.
- (2) *Normal ticket without time slot*
Tickets without a time slot / without a validity note authorise admission once within three years of purchase. The period begins at the end of the year in which the ticket was purchased.
- (3) *All-in-one ticket*
All-in-one tickets entitle the holder to one admission to the Bauhaus buildings Bauhaus Museum Dessau, Bauhaus Building, Masters' Houses and Konsum Building Dessau-Törten on three consecutive days.
- (4) *Annual ticket*
The personalised annual ticket entitles the holder to unlimited access to the Bauhaus Dessau Foundation properties for one year from the date of issue. It can only be purchased at the ticket offices

on site, is only valid in conjunction with a valid photo ID and is non-transferable. It cannot be purchased online.

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(5) *BauhausCard*

The BauhausCard can be used to visit nine Bauhaus sites in Dessau, Berlin, Weimar and Bernau. Once activated, the card is valid for up to 365 days and entitles the holder to one entry to each building. The general terms and conditions for the BauhausCard (<https://bauhauskooperation.com/bauhauscard>) apply.

(6) *Public guided tours*

Participation in the public guided tours is only possible in conjunction with a valid guided tour ticket and a corresponding admission ticket for the respective building.

(7) *Voucher*

A voucher can be redeemed for three years. The period begins at the end of the year in which the voucher was purchased. Payment of the credit balance is excluded. No replacement is possible in the event of loss.

§ 6 Right of cancellation

(1) The following cancellation policy applies to the purchase of admission tickets:

a) The order of online tickets with a specified validity period is binding immediately after confirmation by the Foundation and obliges acceptance and payment. Cancellation is excluded in accordance with § 312g para. 2 no. 9 BGB (German Civil Code).

b) For online tickets without a fixed validity period, there is a fourteen-day right of cancellation; after this period, the tickets cannot be returned. The cancellation period begins after receipt of this cancellation notice. It is not possible to return validated tickets.

c) Cancellation by the customer can be made without giving reasons, but must be made by means of a clear declaration (e-mail, letter, fax). Sending the cancellation before the expiry of the cancellation period is sufficient to meet the cancellation deadline. The cancellation must be sent to: Bauhaus Dessau Foundation, Gropiusallee 38, 06846 Dessau-Roßlau, Germany; fax: +49-340-6508-226; service@bauhaus-dessau.de. You will find the sample cancellation form attached to these Terms and Conditions at the end of the document.

(2) Consequences of cancellation:

a) In the event of an effective cancellation, the services received by both parties must be returned and any benefits derived must be surrendered. If the services received cannot be returned by the customer in whole or in part, or only in a deteriorated condition, compensation must be paid in the amount of the service lost.

b) Cancellation shall incur costs in accordance with § 3 para. 5 of the Terms and Conditions, which shall be borne by the customer. Payment obligations must be settled within 30 days. The period for

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this begins for the customer when the cancellation notice is sent, and for the Bauhaus Dessau Foundation when it is received.

c) After expiry of the cancellation period, tickets can no longer be returned.

- (3) The Foundation reserves the right to cancel the contract in the event of obvious pricing errors and in cases of impossibility or force majeure. The Foundation is also entitled to withdraw from the contract for good cause. Good cause is to be assumed in particular if the closure or partial closure of buildings and objects is necessary for public safety, for the protection of monuments and exhibits or due to special events. In one of these cases, the Foundation will immediately notify the customer by e-mail to the e-mail address provided by the customer and the customer will be reimbursed for any payments already made. Any further claims for damages are excluded.

§ 7 Limitation of liability

- (1) In the event of intent or gross negligence, the Foundation shall be liable in accordance with the statutory provisions; otherwise—unless otherwise regulated below—only in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely, limited to the foreseeable and typical damage. In all other cases, liability is excluded, unless the damage is due to injury to life, body or health. The above shall also apply in the event that representatives or vicarious agents of the Foundation act.
- (2) For structural or organisational reasons as well as due to force majeure (e.g. due to natural disasters, epidemics, wars or official orders) or other circumstances for which the provider is not responsible, individual properties or areas thereof may be closed, guided tours may be cancelled or certain exhibits may be inaccessible. The Foundation is authorised to close a property on the basis of its duty to ensure public safety or to stipulate special regulations for use if it may assume, at its due discretion, that opening the property would create or increase health risks for visitors, which is also the case in particular if official warnings or recommendations to this effect have been issued.
- (3) In the event of a complete closure or cancellation of a guided tour for the aforementioned reasons, the Foundation shall inform the customer immediately—as far as possible—and offer an equivalent alternative. At the customer's request, the provider will refund the price of the product (with the exception of annual tickets). Further claims for damages are excluded in these cases. Partial closure or inaccessibility does not entitle the customer to a reduction in the fee.
- (4) If a visitor is banned from the premises due to a breach of the house rules, there is no entitlement to a refund of the price for the respective item.

§ 8 Final provisions

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- (1) Amendments or additions to these Terms and Conditions must be made in writing. This also applies to the cancellation of this written form requirement.
- (2) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the country in which the customer has his habitual residence shall remain unaffected.
- (3) If the customer has no general place of jurisdiction in the Federal Republic of Germany, Dessau-Roßlau shall be the non-exclusive place of jurisdiction. If the customer moves his place of residence or habitual abode outside Germany after conclusion of the contract or if the place of residence or habitual abode is not known at the time the action is brought, the place of jurisdiction shall also be Dessau-Roßlau. Otherwise, the statutory places of jurisdiction shall apply. Exclusive places of jurisdiction, e.g. for legal dunning procedures, shall remain unaffected.
- (4) Should individual provisions of these Terms and Conditions be invalid or contradict the statutory provisions, the validity of the remaining provisions shall not be affected.
- (5) The Foundation does not participate in dispute resolution proceedings before a consumer arbitration board.

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Annexe

Sample cancellation form