

General Terms and Conditions**A. General Terms and Conditions for Products, Admission Tickets and Guided Tours****1. Scope of application and contracting parties**

The following General Terms and Conditions (hereinafter referred to as “GT&Cs”) apply to all museum services (admission tickets, guided tours) and products (e.g. books, posters, etc.), hereinafter referred to as “Services” or “Products” or individually as “Service” or “Product”, which are sold via the Kunstmuseum Luzern online shop or which can be ordered by telephone or e-mail from Kunstmuseum Luzern. Certain terms and conditions apply exclusively to services provided by the museum. These are listed separately under B. below.

Kunstgesellschaft Luzern (Lucerne Art Society), Europaplatz 1, 6005 Lucerne, Switzerland – legal sponsor of Kunstmuseum Luzern, hereinafter referred to as “Museum” – is the user of these GT&Cs.

The contracting partner of the user of these GT&Cs is hereinafter referred to as “Customer”.

By ordering a Service or Product, the Customer expressly agrees to these GT&Cs. Terms and conditions of the Customer that conflict with or derogate from these GT&Cs are not recognised unless the Museum has expressly agreed to them in writing.

2. Conclusion of contract

The Museum’s presentation of the Services or Products in the online shop does not constitute an offer to conclude a contract with the Customer and is non-binding.

The contractual relationship for booking Services or purchasing Products arises exclusively between the Museum and the Customer.

By clicking on the field “Order subject to payment” (or a similar field) in the online shop and by accepting these GT&Cs by clicking on the field “Accept GT&Cs” or by placing an order by telephone or by sending a corresponding e-mail, the Customer places their order and submits an offer to the Museum to conclude a contract for the purchase of the desired Service or Product.

A contract between the Customer and the Museum is not concluded until the Museum accepts said offer by confirming it to the Customer via e-mail. The booking or order is thus binding for the Customer. The Customer is responsible for checking the Museum’s communication for any obvious spelling and mathematical errors as well as for any discrepancies in the order and the confirmation. Any discrepancies must be reported to the Museum without delay.

In placing the order, the Customer commissions the Museum to process the corresponding contract.

The Museum reserves the right to limit quantities.

3. Addresses; Delivery

Confirmations, invoices, Services and Products are sent to the e-mail, invoice or delivery address provided by the Customer at the Customer’s risk. The risk of accidental loss passes to the Customer at the time of handover to the shipping company or dispatch to the e-mail provider. No replacement shall be made.

The Museum is entitled to make partial deliveries and render partial Services at any time, provided that these are reasonable for the Customer. If the Museum makes partial deliveries, it shall bear any additional postage costs.

The Customer shall bear any additional shipping costs incurred in the event of redelivery due to incorrect address information.

Art editions are individually processed, packaged and shipped. Postage and packaging are determined on a case-by-case basis. To this end the Customer contacts the Museum by e-mail at shop@kunstmuseumluzern.ch or by phone at +41 41 226 78 00. The Customer bears responsibility for insuring the art edition and the associated costs are to be borne by the Customer.

If the Museum is unable to fulfil the Customer's order – for instance because the ordered Service or Product is no longer available or a supplier fails to supply said Service or Product – the Customer will be informed of the unavailability or of the rejection instead of acceptance of the order, or the Museum shall be entitled to withdraw from the contract. In such case, the Museum will inform the Customer immediately and refund any consideration the Customer has already rendered. In the case of temporarily unavailable products, the Customer's order will remain effective and the Museum shall provide the item as soon as this is again possible.

All delivery periods or delivery dates communicated in the online shop, by e-mail or verbally are non-binding.

4. Prices and payment

The prices valid at the time of order by the Customer and stipulated by the Museum are relevant. Products are supplied at the shipping fees shown in the shipping fee table, which are to be paid by the Customer in addition to the price.

The price for Services or Products and the shipping fees are due and payable upon conclusion of the contract. The Museum accepts online payment via customary cards and online payment methods. The contract and invoice currency is the Swiss franc (CHF).

Refunds to Customers may be made by the Museum using the same method as the payment.

For deliveries within Switzerland, the price shown includes applicable statutory VAT.

When shipping to other countries, the delivery price is reduced by the Swiss VAT included in the price shown.

5. Retention of title

The goods delivered remain the property of the Museum until receipt of all contractual payments. If the Customer is late in making payment, the Museum is entitled to withdraw from the contract and reclaim the goods.

6. Additional fees for shipping abroad

When shipping to countries outside of Switzerland, import duties may be incurred, which the Customer must pay in addition to the price and shipping fees. These vary depending on the customs territory. The Customer is responsible for proper declaration and payment of any such import duties.

7. Offsetting or retention by the Customer

Offsetting by the Customer is only permitted if the Customer's claim has been legally established or recognised by the Museum. The Customer shall only have a right of retention if the counterclaim is based on the same contractual relationship.

8. Limitation of liability

Any liability for damages arising to the Customer when using the Services mentioned here is excluded (this includes in particular visiting the exhibition venues, booking and participating in guided tours and events).

This limitation of liability does not apply to the following cases:

- a) in the event of damage resulting from injury to life, limb or health due to a negligent breach of duty by the user or an intentional or negligent breach of duty by a vicarious agent.
- b) for other damages resulting from a grossly negligent breach of duty by the user or an intentional or grossly negligent breach of duty by a vicarious agent.

The Museum is not liable for indirect damage and loss of profit. Liability under product liability remains unaffected.

9. Data Privacy

The data necessary for the business transaction is stored in Switzerland in strict compliance with applicable statutory provisions and is only disclosed to other companies for order processing. All personal data is treated confidentially. The Museum is entitled to disclose the personal data to third parties for the purpose of credit checks and credit monitoring in the context of data exchange.

If the Customer has opened an online customer account, their own user information can be viewed and edited at any time in the website's protected area after logging in. Further information on data privacy can be found in the Museum website's privacy policy under [Datenschutzbestimmungen](#).

Please note that the Museum may also be required by law to collect, retain and disclose data from Customers and visitors.

10. Rights of use

The Services offered, in particular Products, may be protected by copyright. In such case, they are intended for private, non-commercial use only. Any other use may constitute an infringement of copyright, in particular making copies for purposes of sale, commercial lending, public broadcasting or disclosing or transferring to third parties. Such uses require the permission of the copyright holder, which must be obtained by the Customer or any third party.

11. Final clauses, applicable law and place of jurisdiction

The Museum reserves the right to amend these GT&Cs at any time without stating reasons, whereby the amendment shall only apply to future contracts.

Should individual provisions be or become void or ineffective, this shall not affect the validity of the remaining provisions of the contract between the Customer and the Museum or the validity of the remaining provisions of the GT&Cs. Swiss substantive law, in particular the Swiss Code of Obligations (*Obligationenrecht* - OR), shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The sole place of performance for delivery, service and payment is Lucerne.

The place of jurisdiction for all disputes in connection with orders placed by the Customer is at the registered office of the Museum (Lucerne).

B. Special Additional Terms and Conditions for Admission Tickets and Guided Tours

1. Purchase via online shop and at the Museum's ticket counter

Admission tickets and tickets for public guided tours can be purchased on location at the Museum's ticket counter or in the online shop.

Private guided tours cannot be booked and paid for in the online shop. Such tours require submitting a written request to kunstvermittlung@kunstmuseumluzern.ch.

The number of participants for public tours is limited.

The event dates posted on the website are without guarantee.

2. Terms and conditions for admission to the Museum and for private and public guided tours

Unique cultural assets are maintained, promoted and displayed in the Museum. This demands particularly careful behaviour on the part of all persons entering and staying in the Museum.

Visitors are therefore kindly requested to inform themselves of the current special conditions that apply to entering and staying in the Museum in advance of their visit. Special rules may apply as well.

Access to the Museum and participation in events organised by the Museum are at the visitor's own risk. Insurance is the responsibility of visitors or participants.

3. Admission tickets

Tickets are sent by e-mail as Print@Home tickets in PDF format. The ticket entitles the holder to enter the exhibition during the period of the exhibition, but may also restrict entry to the date printed on the ticket, or to a visit during a specific period on a specific date. Visitors are requested to check the Museum website for details.

No admission may be granted without a valid ticket. The ticket loses its validity when the visitor leaves the Museum. Re-entry into the Museum is only possible after consultation with the responsible staff at the entrance control point.

Only tickets (printed or digital) that can be scanned entitle the holder to entry. The booking confirmation alone does not count as a ticket. The ticket is checked by means of a scanner at the ticket control point.

Purchased tickets cannot be refunded. Lost or stolen tickets cannot be replaced.

For discounted tickets, the valid ID required for the discount must be presented without being asked. Discounted tickets for which no valid ID is furnished are invalid.

Cancellation of admission tickets is not possible. Likewise, no refund of the price paid for them is granted.

4. Guided tours

Booked private guided tours can only be cancelled in writing (by e-mail or letter). Cancellation is free of charge if notification is received by the tour coordinator at kunstvermittlung@kunstmuseumluzern.ch or by letter to the Museum up to 3 working days before the tour date. In this case, the invoice amount attributable to the cancelled Service will be refunded in full. In the event of cancellation less than 3 working days before the date of the tour or in the event of a no-show on the agreed date, the Museum reserves the right to charge the full price. The date of receipt by the Museum is relevant for compliance with the deadline; the Customer must provide proof thereof.

Cancellation is only possible for the entire guided tour. If the number of participants is reduced, the agreed fee for the guided tour shall apply.

No liability is accepted for cancellation of the tour due to force majeure or similar circumstances. Postponement of the scheduled tour time by the Museum by up to 20 minutes does not entitle the Customer to a reduction of the fee.

If the Customer arrives more than 20 minutes late for the agreed guided tour, the Museum is no longer obliged to conduct the tour. If the tour is conducted nonetheless, the Museum reserves the right to shorten the tour accordingly. If the Museum decides that the tour will not take place after a delay of more than 20 minutes, the Customer has no right to a refund.