

Terms & Conditions

EVOLAS employs high-performance industrial lasers to craft high-resolution digital images of metallic microstructures contained on and embedded within glass. Each motif thus portrays real physical formations, captured through high-precision microscopy and artistically refined into unique visual compositions.

These Terms & Conditions define the legal framework governing the acquisition, ownership, and permitted use of EVOLAS artworks. They clarify the rights and obligations of all parties, outline the handling of digital and physical components of each Motif, and ensure transparency regarding delivery, storage, liabilities, and admissible usage.

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1. Scope of Application

These Terms & Conditions govern all transactions and legal relationships between Werner Busenius (“Artist”), operating under the brand EVOLAS, with registered business address Turbinenstrasse 7, 70499 Stuttgart, Germany, and all buyers („Buyer“).

They apply to all digital and physical artworks offered by EVOLAS.

2. Definitions

2.1 GLOBE

“GLOBE” is an abbreviation of “**GL**ass **O**rnament **B**as**E**” and refers to the designated glass carrier that physically contains the metallic microstructures from which a digital Motif is derived.

It holds the real, physical formations created by the interaction of concentrated light from high-powered industrial lasers with various metals, and thus serves as the physical origin of all associated motifs.

Each Motif is therefore not an artificial or computer-generated artwork, but a visually refined image of a real microscopic metal structure located on and embedded within glass.

A single GLOBE can contain a large number of potential motifs, which are discovered and selected through careful microscopic examination.

2.2 Motif (Artwork)

A „Motif“ is a completed visual artwork created by the Artist. It is a high-resolution digital image that captures and portrays a small section of the much larger metal-formed physical structures on the GLOBE in an artistically refined manner.

2.3 NFT (Non-Fungible Token)

An „NFT“ is the blockchain-based digital token associated with a Motif. It serves as the digital original and proof of ownership and authenticity.

Each Motif is issued with a corresponding NFT.

3. Subject of the Contract

3.1 EVOLAS Offerings

Upon purchase, the Buyer receives:

- a digital high-resolution image of the Motif („Digital Master File“),
- the corresponding NFT, serving as the digital original and proof of ownership and authenticity,
- sole or partial ownership of the associated GLOBE, depending on whether the Buyer acquires a unique Motif or a limited edition,

- exclusive access to a digital preview gallery containing additional Motifs discovered on the same GLOBE,
- optional guidance and support regarding the creation of physical prints.

3.2 Digital Delivery of the Artwork

EVOLAS delivers each acquired Motif as a high-quality digital image file (“Digital Artwork”) via a secure download link.

Standard delivery includes:

- the Motif in its original capture resolution, and
- an enhanced high-resolution Digital Master File suitable for large-scale fine art printing.

Technical characteristics:

- Color depth: up to 16-bit per channel
- Color space: a professional RGB color space (e.g., Adobe RGB or equivalent)
- File formats delivered:
 - Standard: TIFF
 - Optional convenience formats upon Buyer request: JPEG (high quality) or PNG

The exact pixel dimensions of the delivered files may vary depending on the characteristics of the individual Motif and the chosen enhancement process. The enhanced Digital Master File will exceed the original capture resolution.

For exceptional production, exhibition, or archival requirements, higher-resolution versions may be provided upon individual request.

Delivery channel:

Secure download link provided to the Buyer (encrypted cloud storage or dedicated transfer platform).

3.3 Contract Formation

3.3.1 Marketplace Transactions

Purchases are conducted primarily via OpenSea or other NFT marketplaces.

3.3.2 Informational Website Display

The display of artworks on the EVOLAS website is for informational purposes only and does not constitute a binding offer.

3.3.3 Conclusion of Contract

A binding contract is concluded only upon completion of the purchase transaction on the selected marketplace.

3.4 Delivery and Custody of the GLOBE

3.4.1 Physical Delivery

As a standard procedure, the GLOBE remains in the Artist's custodial storage.

Only Buyers of a unique Motif may explicitly request physical delivery of the associated GLOBE.

Transport is at the Buyer's risk.

Upon handover to the shipping provider, the risk of loss, damage, or deterioration of the GLOBE transfers to the Buyer.

3.4.2 Limitation of Liability During Custody

While the GLOBE remains in the Artist's custodial storage, liability for loss or damage is limited to the original purchase price of the acquired Motif(s).

Once the GLOBE has been delivered to the Buyer, all risk of loss, damage, or deterioration transfers fully to the Buyer.

The Artist assumes no liability for the condition, handling, storage, or long-term stability of the GLOBE after delivery.

3.4.3 Natural Aging and Material Changes

The Buyer acknowledges that the GLOBE — including the glass carrier and embedded metals — may naturally undergo chemical, structural, or visual changes over time (e.g., corrosion, color shifts, partial detachment of microstructures).

Such processes are inherent to the materials and do not constitute a defect.

The Artist assumes no liability for these natural changes.

3.4.4 Discontinuation of Business – Provisions on Delivery or Custody of GLOBES

In the event that the Artist permanently discontinues the business or is otherwise unable to continue storing the GLOBES, the following provisions apply:

1. Unique Motifs

Buyers of a Unique Motif retain their entitlement to the physical delivery of the associated GLOBE.

Upon the Buyer's request, the GLOBE will be delivered in the event of business discontinuation.

Upon delivery, all responsibility and liability of the Artist for the condition, handling, long-term stability, or further whereabouts of the GLOBE ceases entirely.

2. GLOBES associated exclusively with Limited Editions

Because no individual Buyer holds a sole entitlement to physical delivery, these GLOBES cannot be delivered to any Buyer by default.

3. Unanimous Agreement among Limited Edition Buyers

The Buyers of a Limited Edition may, however, unanimously agree that one designated Buyer shall take physical custody of the respective GLOBE.

In such case, the GLOBE will be delivered to the person jointly appointed by all Buyers.

Upon delivery, all responsibility and liability of the Artist ceases, including any obligations regarding condition, storage, handling, or long-term stability.

4. No unanimous agreement → Secure destruction

If no unanimous agreement is reached among the Buyers of a Limited Edition, the Artist is entitled to securely destroy the respective GLOBE.

5. Digital rights remain unaffected

The Buyers' digital rights to their acquired Motifs and NFTs remain fully intact in all cases.

3.5 Additional Motifs

3.5.1 Entitlement to Acquire Additional Motifs

Buyers have an exclusive right to purchase additional Motifs from the digital preview gallery provided for their GLOBE.

These Motifs are already fully prepared and may be acquired at any time, regardless of whether the GLOBE remains in the Artist's custodial storage or has been delivered to the Buyer.

3.5.2 No Entitlement to Discovery of New Motifs

The Buyer has no entitlement to demand the discovery, microscopic examination, or creation of additional Motifs beyond those included in the preview gallery.

Any such additional work constitutes an optional service that the Artist may offer voluntarily and only under separately negotiated conditions.

3.5.3 Limitation After Delivery of the GLOBE

If the GLOBE is delivered to the Buyer, the Artist can no longer perform any optional services that require physical access to the GLOBE (including discovery or photographic capture of new Motifs).

This does not affect the Buyer's entitlement to purchase any Motifs already included in the preview gallery.

3.6 Custodial Service for NFTs

If, for whatever reason, a Buyer does not wish to manage NFTs themselves and independently, EVOLAS may take the NFT into custody upon request.

Custodial management may be continued for as long as the Buyer desires.

The Buyer may request transfer of the NFT to their own wallet at any time.

3.7 Content Creation

The Artist may create, refine, or enhance digital content for Motifs at their discretion.

Buyers have no entitlement to specific enhancements, edits, alternative versions, resolutions, or artistic treatments beyond the standard delivery defined in these Terms & Conditions, unless explicitly agreed in writing.

3.8 Physical Prints

Buyers acknowledge that the purchase of a Motif or NFT does not include a physical print of the artwork.

The delivered Digital Artwork and Digital Master Files are suitable for the creation of fine art prints. Buyers may produce physical prints at their own expense and responsibility.

The Artist may, at their discretion, provide optional guidance or recommendations regarding printing processes, materials, or service providers. However, the Artist assumes no responsibility or liability for print production, print quality, material choices, third-party services, or resulting physical outcomes.

3.9 Availability

Only available Motifs may be purchased.

The Artist reserves the right to prioritize sales to prevent double-selling across platforms or channels.

4. Prices and Payment

4.1 Prices

Prices for Motifs are stated in USD unless otherwise noted.

The final price is displayed on the respective NFT marketplace before the Buyer completes the transaction.

4.2 Accepted Payment Methods

Payment is made in the cryptocurrencies supported by the respective marketplace (e.g., Ethereum, Polygon, or any other currency offered by the selected NFT platform).

4.3 Taxes

The Buyer is responsible for any taxes, duties, or fees arising from the purchase under their local jurisdiction.

The Artist complies with applicable tax regulations in Germany.

5. Ownership and Rights

5.1 Transfer of Ownership

Ownership of the NFT transfers to the Buyer upon full payment and completed blockchain transaction.

5.2 Certificate of Authenticity

Each purchased Motif is accompanied by a digital certificate of authenticity issued by the Artist.

5.3 Copyright

All copyright and intellectual property rights remain exclusively with the Artist. No transfer of copyright occurs at any time.

5.4 Permitted Use

Buyers may use their acquired digital Motifs for personal, non-commercial purposes only.

Permitted use includes, in particular:

- storing and displaying the digital Motifs on private devices or within private environments,
- creating physical prints for private use,
- transferring the digital files to third-party service providers solely for the purpose of producing such private prints, provided that no additional copies are retained or used beyond the print production process.

The restriction to personal, non-commercial use applies exclusively to the use and exploitation of the Motifs and does not limit the Buyer's right to resell the associated NFT in accordance with Section 5.6.

5.5 Prohibited Use

Commercial exploitation — including licensing, merchandising, mass reproduction, or the creation of derivative commercial products — is strictly prohibited unless explicitly agreed in writing by the Artist.

5.6 Resale and Royalties

Resales of EVOLAS NFTs require remittance of a 5 % royalty to the Artist.

Where supported by the marketplace, this royalty is enforced automatically via smart contract.

For resales conducted on platforms without automated royalty enforcement, the Buyer agrees—by completing the initial purchase—to remit the 5 % royalty manually to the Artist.

The resale of an NFT does not grant the Buyer or any subsequent holder any additional usage, exploitation, or commercial rights beyond those expressly defined in these Terms & Conditions.

5.7 Protection of Publicly Accessible Content

All publicly visible content on the EVOLAS website – including preview images, image excerpts, texts, logos, layouts, and other visual elements – is protected by copyright.

Any downloading, copying, editing, upscaling, AI-based processing, distribution, or any other form of use of such content – whether for commercial or non-commercial purposes – is prohibited without the explicit written consent of the Artist.

Violations may be pursued under civil law.

5.8 Digital Integrity and Authenticity Mechanisms

EVOLAS ensures the integrity and authenticity of each Digital Master File through cryptographic and documentary measures.

Each delivered Digital Master File is uniquely identifiable via a SHA-256 hash value, which is documented in the corresponding Certificate of Authenticity. This hash enables verification of file integrity and confirms that the file has not been altered after delivery.

The associated NFT recorded on the blockchain serves as the primary digital proof of ownership and provenance.

EVOLAS reserves the right to implement additional digital protection or traceability mechanisms in the future. The absence or introduction of such mechanisms shall not affect the ownership, authenticity, or scope of rights of previously acquired Motifs or NFTs.

6. Withdrawal and Cancellation

6.1 Withdrawal

Once the NFT has been transferred to the Buyer's wallet, no right of withdrawal exists.

This also applies if the Buyer uses the NFT custodial service provided by the Artist.

6.2 Voluntary Cancellation

The Artist may, at his discretion, offer a voluntary and goodwill-based cancellation within 14 days of purchase, provided that:

- the NFT is fully returned, and
- the Buyer pays an administrative fee of 15% of the purchase price.

The Buyer has no entitlement to such voluntary cancellation.

6.3 Buyers Using the Custodial NFT Service

For Buyers using the NFT custodial service, the relevant point in time for determining withdrawal or voluntary cancellation is the moment the NFT is transferred to the Buyer's own wallet.

7. Liability

7.1 Full Liability (Intent or Gross Negligence)

The Artist is fully liable only in cases of intent or gross negligence, including but not limited to:

- transfer of an NFT to an obviously incorrect wallet address,
- loss or damage of the GLOBE caused by grossly negligent handling or storage (e.g., fire, improper storage conditions),
- systematic errors in the issuance of certificates or digital content delivery that could reasonably have been avoided.

7.2 Limited Liability for Simple Negligence

In cases of simple negligence, liability is limited to breaches of essential contractual obligations and to typical, foreseeable damages only.

7.3 Exclusions of Liability

The Artist assumes no liability for damages arising from:

- malfunctions, outages, delays, or technical issues of NFT marketplaces, blockchain networks, wallet services, or other third-party providers,
- any loss, theft, improper storage, misuse, or mishandling of the Buyer's private access data, wallet keys, or devices,
- external technical disruptions or failures outside the Artist's control (e.g., internet, servers, infrastructure of third-party services),
- or any use of the Motifs outside the contractually permitted private use.

7.4 Global Limitation of Damages (Maximum Liability Cap)

In no event, and regardless of the legal basis of the claim, shall the Artist's aggregate liability exceed the total purchase price paid for the Motif.

8. Governing Law and Jurisdiction

These Terms are governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is Stuttgart, Germany.

9. Final Provisions

9.1 Severability

If any provision of these Terms & Conditions is found invalid, the remainder remains fully effective.

9.2 Written Form Requirement

Amendments require written form.

9.3 Right to Update the Terms

EVOLAS reserves the right to update these Terms & Conditions at any time. Updated versions will be published on the EVOLAS website with the date of last revision.

Continued use of EVOLAS services or the purchase of artworks after publication constitutes acceptance of the updated Terms & Conditions.

Technical production methods, digital processing workflows, and file characteristics used by EVOLAS may evolve over time in line with technological progress and artistic development.

Such refinements do not affect the artistic identity, uniqueness, ownership, or scope of rights of any previously acquired Motif or NFT, and do not constitute grounds for claims, replacements, or retroactive adjustments.