

Terms & Conditions

EVOLAS employs high-performance industrial lasers to initiate physical interactions between light, metal, and glass, resulting in complex material formations deposited on and penetrating into glass carriers (“GLOBEs”).

Each Motif portrays real physical structures and material traces captured through high-precision microscopy and artistically selected, interpreted, and visually articulated 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 preserves the material formations from which EVOLAS Motifs are derived.

These formations originate from interactions between concentrated light emitted by high-performance industrial lasers and various metals, and include complex physical structures, embedded particles, material traces, reaction residues, and related microscopic effects deposited on and within the glass carrier. The GLOBE therefore serves as the physical origin of all associated Motifs.

Each Motif is not an artificial or computer-generated artwork, but a high-resolution microscopic portrayal of real physical formations and material traces artistically selected, interpreted, and visually articulated by the Artist.

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

2.2 Motif (Artwork)

A “Motif” is a completed visual artwork derived from real physical formations and material traces contained on and within a GLOBE.

It is a high-resolution digital portrayal of a selected microscopic region within a much larger material field formed through laser-initiated physical processes. Each Motif is artistically selected, interpreted, and visually articulated by the Artist through microscopy, illumination, color, and perspective.

2.2.1 Primary Motif

A “Primary Motif” is the central Motif selected by the Artist to represent a specific GLOBE.

The acquisition of a Primary Motif may include exclusive acquisition rights relating to Additional Motifs presented within the associated Preview Gallery, as defined in these Terms & Conditions.

2.2.2 Additional Motifs

“Additional Motifs” are additional artworks artistically selected from the same GLOBE as the associated Primary Motif.

Additional Motifs may be presented within a Preview Gallery and may be subject to exclusive acquisition rights held by Buyers of the associated Primary Motif, as defined in these Terms & Conditions.

2.3 NFT (Non-Fungible Token)

An “NFT” (Non-Fungible Token) is the blockchain-based digital token associated with a specific instance of a Motif.

It serves as the primary blockchain-based mechanism for documenting ownership and provenance of the associated artwork. Each NFT is uniquely identifiable on the blockchain.

Each Motif instance is issued with a corresponding NFT.

3. Subject of the Contract

3.1 EVOLAS Offerings

Upon purchase, the Buyer receives:

- high-quality digital artwork files of the acquired Motif instance (“Digital Master Files”),
- the corresponding NFT associated with that Motif instance, serving as the primary blockchain-based mechanism for documenting ownership and provenance of the associated artwork,
- sole or shared ownership rights relating to the associated GLOBE, depending on whether the Buyer acquires a Unique Motif or an instance of a Limited Edition,
- access to the publicly available Artwork Statement and Preview Gallery associated with the acquired Motif instance,
- exclusive access to the corresponding Creation Dossier, providing detailed documentation of the GLOBE, the formation process, and the artistic development of the acquired Primary Motif,
- optional guidance and support regarding the independent creation of physical fine art prints.

3.2 Digital Delivery of the Artwork

EVOLAS delivers each acquired Motif instance as two high-quality digital artwork files (“Digital Master Files”) via a secure download link.

Standard delivery includes:

- a Native Resolution Image representing the original microscopic capture resolution of the Motif instance, and
- an enhanced Upscaled Image optimized for large-scale fine art printing.

Technical characteristics:

- Color depth: up to 16-bit per channel
- Color space: professional RGB color spaces (e.g., Adobe RGB or equivalent)

- Standard file format: TIFF
- Optional convenience formats upon Buyer request: JPEG (high quality) or PNG

The exact pixel dimensions and technical characteristics of the delivered files may vary depending on the individual Motif instance and the associated image enhancement workflow.

The Upscaled Image will exceed the native 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 currently conducted primarily via OpenSea or other NFT marketplaces. EVOLAS reserves the right to offer additional sales channels, platforms, or direct acquisition models in the future.

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 archival custody.

Only Buyers of a Unique Motif hold the exclusive right to 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 archival custody, 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 Exclusive Acquisition Rights

The Preview Gallery associated with a GLOBE may be publicly accessible for informational and presentation purposes.

However, only Buyers of the associated Primary Motif hold the exclusive right to acquire Additional Motifs presented within that Preview Gallery.

These Additional Motifs have already been microscopically explored, artistically selected, and prepared for acquisition, and may be acquired regardless of whether the GLOBE remains in the Artist's archival custody or has been physically delivered.

3.5.2 No Entitlement to Discovery of New Motifs

The Buyer has no entitlement to demand further microscopic exploration, identification, capture, interpretation, or preparation of previously unidentified motifs beyond those already presented within the Preview Gallery.

Any such additional artistic or exploratory 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 has been physically delivered, the Artist can no longer perform optional services requiring physical access to the GLOBE, including further microscopic exploration or capture of previously unidentified motifs.

This does not affect the Buyer's exclusive right to acquire Additional Motifs already presented within the associated Preview Gallery.

3.6 Custodial Service for NFTs

If a Buyer does not wish to independently manage blockchain wallets or NFTs, EVOLAS may provide custodial NFT management upon request.

Under this arrangement, the NFT associated with the acquired Motif instance is held and administratively managed by EVOLAS on behalf of the Buyer.

Custodial management may continue for as long as agreed between the Buyer and EVOLAS.

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

3.7 Digital Processing and Presentation

The Artist may perform technical optimization, visual articulation, enhancement workflows, or presentation-related refinements for Motifs at their discretion.

Unless explicitly agreed otherwise in writing, Buyers have no entitlement to specific image treatments, alternative visual versions, additional resolutions, presentation variants, or other customized processing beyond the standard delivery defined in these Terms & Conditions.

3.8 Physical Prints

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

The delivered Digital Master Files are suitable and optimized for professional fine art printing.

Buyers may independently produce physical prints at their own expense and responsibility.

The Artist may, at their discretion, provide optional guidance or recommendations regarding printing processes, materials, presentation formats, or third-party service providers.

However, the Artist assumes no responsibility or liability for print production, print quality, material selection, third-party services, or resulting physical outcomes.

3.9 Availability

Only available Motif instances 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

Upon full payment and completion of the corresponding transaction, the Buyer acquires ownership of the purchased Motif instance, including the associated NFT and delivered Digital Master Files, as well as the ownership rights relating to the associated GLOBE as defined in these Terms & Conditions.

5.2 Certificate of Authenticity

Each purchased Motif instance is accompanied by a digital Certificate of Authenticity issued by the Artist.

The Certificate of Authenticity documents the essential identifying and provenance-related characteristics of the acquired Motif instance, including associated blockchain references and SHA-256 hash values used for cryptographic verification of the delivered Digital Master Files.

5.3 Copyright

All copyright and intellectual property rights relating to EVOLAS artworks, Motifs, Digital Master Files, Preview Galleries, Creation Dossiers, Artwork Statements, and associated visual or textual materials remain exclusively with the Artist.

The acquisition of a Motif instance, NFT, Digital Master Files, or any ownership rights relating to a GLOBE does not transfer any copyright or intellectual property rights unless explicitly agreed otherwise in writing.

5.4 Permitted Use

Buyers may use their acquired Motif instances and associated Digital Master Files exclusively for personal, non-commercial purposes.

Permitted use includes, in particular:

- storing, displaying, and privately enjoying the acquired Motif instances and associated Digital Master Files,
- producing physical fine art prints for personal use and private environments,
- transferring Digital Master Files to third-party production providers solely for the purpose of producing such private fine art prints, provided that no unauthorized retention, duplication, or further use occurs beyond the production process.

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

5.5 Prohibited Use

Any commercial exploitation of EVOLAS artworks or associated materials is strictly prohibited unless explicitly authorized in writing by the Artist.

Prohibited use includes, in particular:

- licensing, sublicensing, or commercial redistribution,
- merchandising or commercial product creation,
- mass reproduction or commercial print distribution,
- the creation of derivative commercial works,

- unauthorized minting or tokenization of EVOLAS-related content,
- use for AI training, dataset generation, or automated image-generation systems,
- or any commercial or institutional use beyond the expressly permitted private use defined in these Terms & Conditions.

5.6 Resale and Royalties

The resale of EVOLAS Motif instance NFTs is subject to a 5 % royalty payable to the Artist.

Where supported by the respective marketplace or transaction infrastructure, this royalty is enforced automatically via smart contract mechanisms.

For resales conducted through platforms, private transactions, or other transfer mechanisms without automated royalty enforcement, each seller agrees to remit the applicable 5 % royalty to the Artist.

The resale or transfer of a Motif instance NFT does not grant any additional copyright, commercial exploitation rights, or usage permissions beyond those expressly defined in these Terms & Conditions.

5.7 Protection of Publicly Accessible Content

All publicly accessible EVOLAS content — including preview images, image excerpts, Motifs, texts, logos, layouts, Artwork Statements, Preview Galleries, Creation Dossiers, and other visual or textual materials — is protected by copyright and related intellectual property rights.

Unless explicitly authorized in writing by the Artist, the following actions are prohibited:

- downloading, copying, reproducing, or redistributing publicly accessible content,
- editing, modifying, upscaling, transforming, or creating derivative works,
- use for AI training, dataset generation, automated image-generation systems, or comparable machine-learning purposes,
- commercial or institutional use of publicly accessible content,
- or any other unauthorized use beyond normal website viewing and private informational access.

Violations may be pursued under applicable civil and intellectual property law.

5.8 Digital Integrity and Authenticity Mechanisms

EVOLAS employs cryptographic, documentary, and blockchain-based mechanisms to support the integrity, provenance, and authenticity of each Motif instance and its associated Digital Master Files.

Each delivered Digital Master File associated with a Motif instance is individually identifiable through a dedicated SHA-256 hash value documented in the corresponding Certificate of Authenticity.

These hash values enable cryptographic verification that the respective files have not been altered after delivery.

The associated NFT recorded on the blockchain serves as the primary blockchain-based mechanism for documenting ownership and provenance of the associated Motif instance.

Additional identifying, archival, protection, or traceability mechanisms may be implemented by EVOLAS in the future.

The introduction, modification, or absence of such additional mechanisms shall not affect the ownership, authenticity, provenance, or scope of rights relating to previously acquired Motif instances or NFTs.

6. Withdrawal and Cancellation

6.1 Withdrawal

Due to the digital and blockchain-based nature of EVOLAS Motif instance NFTs and associated Digital Master Files, no statutory right of withdrawal exists once the corresponding transaction has been completed and the associated digital assets have been made available to the Buyer or placed under custodial management on the Buyer's behalf.

6.2 Voluntary Cancellation

At the Artist's sole discretion, EVOLAS may offer a voluntary cancellation within 14 days of purchase, provided that:

- all associated NFTs are fully returned or transferred back to EVOLAS, and
- the Buyer pays an administrative fee of 15 % of the original purchase price.

No entitlement to such voluntary cancellation exists.

6.3 Buyers Using the Custodial NFT Service

For Buyers using the custodial NFT service provided by EVOLAS, the relevant point for determining withdrawal or voluntary cancellation shall be the moment at which the associated digital assets are placed under custodial management on behalf of the Buyer.

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 NFTs or associated digital assets to an incorrect recipient wallet due to grossly negligent handling,
- loss, destruction, or severe damage of a GLOBE caused by grossly negligent handling or storage,
- substantial errors in the issuance of Certificates of Authenticity, blockchain references, or Digital Master File 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 damages that are typical and reasonably foreseeable under the circumstances.

7.3 Exclusions of Liability

The Artist assumes no liability for damages arising from:

- malfunctions, outages, delays, transaction failures, or technical issues relating to blockchain networks, NFT marketplaces, wallet providers, cloud storage providers, or other third-party infrastructures or services,
- loss, theft, misuse, improper storage, or compromise of the Buyer's wallet credentials, private keys, access devices, or authentication mechanisms,
- external technical disruptions outside the Artist's reasonable control, including internet, server, or infrastructure failures,
- or any use of EVOLAS artworks, Motif instances, Digital Master Files, NFTs, or associated materials beyond the contractually permitted use defined in these Terms & Conditions.

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 respective Motif instance.

8. Governing Law and Jurisdiction

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

To the extent legally permissible, the exclusive place of jurisdiction shall be Stuttgart, Germany.

9. Final Provisions

9.1 Severability

If any provision of these Terms & Conditions is found to be invalid, unenforceable, or ineffective, the remaining provisions shall remain fully valid and effective.

9.2 Written Form Requirement

Any amendments or supplementary agreements relating to these Terms & Conditions must be made in written form unless otherwise required by applicable law.

9.3 Right to Update the Terms

EVOLAS reserves the right to update or modify these Terms & Conditions at any time.

Updated versions will be published on the EVOLAS website together with the corresponding revision date.

Continued use of EVOLAS services or acquisition of EVOLAS artworks following publication of updated Terms & Conditions constitutes acceptance of the revised version.

Technical production methods, microscopic imaging workflows, digital processing techniques, blockchain infrastructures, and file delivery systems used by EVOLAS may evolve over time in accordance with technological progress, operational requirements, and artistic development.

Such developments or refinements shall not affect the ownership, authenticity, provenance, uniqueness, or scope of rights relating to previously acquired Motif instances, NFTs, Digital Master Files, or associated materials, and shall not constitute grounds for claims, replacements, or retroactive adjustments.