

## **Terms & Conditions – UITGEVOGELDT**

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Chamber of Commerce Registration: 81623666  
VAT-number: NL003586439B36

### **Definitions**

For the purposes of these terms and conditions, the following terms have the meanings as given below:

- Agreement: the written agreements between Uitgevoegdtd and the Customer regarding the purchase and delivery of the Originals and/or other Products;
- Customer: the natural or legal persons who purchases Originals, Workshops or other Products via Uitgevoegdtd;
- Hizkia van Kralingen: transporter of the Originals. Chamber of Commerce Registration: 64636488;
- Intellectual property: all complete, worldwide intellectual property rights and similar related rights in the broadest sense: copyright, trademarks, database rights, know-how and domain names including any future intellectual property rights, including all powers to the relevant national and international regulations it may grant;
- Originals: Original paintings;
- Parties: Uitgevoegdtd and/or the Customer;
- Terms: the underlying Terms & Conditions of Uitgevoegdtd;
- Uitgevoegdtd: the Company as described above;
- Workshops: Workshops, provided by Uitgevoegdtd.
- Products: All Products other than Originals and Workshops offered by Uitgevoegdtd such as, but not limited to, prints, yoga mats etc.

### **Article 1 – Applicability**

1. These terms apply to all orders, quotations, payments to, deliveries and agreements with Uitgevoegdtd with regards to Originals and Products bought from and Workshops performed by Uitgevoegdtd.
2. By placing an order the Customer expressly agrees to these terms.
3. The general Terms & Conditions can be consulted electronically on the Uitgevoegdtd website at all times. In addition the Terms & Conditions will be provided upon purchase of an Original or Product or booking of a Workshop.

### **Article 2 – Agreement**

1. An Agreement between Uitgevoegdtd and the Customer regarding an order for any Originals, Products or Workshops is only established when Uitgevoegdtd expressly accepts from the Customer in writing by e-mail.

### **Article 3 – Order**

1. All offers of Uitgevoegdtd are valid while stocks last. If a Product has to be made or ordered specifically for the Customer, Uitgevoegdtd will inform the Customer of availability and delivery terms in writing.

2. Uitgevogeldt may use the services of a third party to fulfil the order. Uitgevogeldt will in such cases remain in charge of the performance of the Agreement.
3. The standard method for mentioning prices is in Euros (€) including VAT.
4. The prices of the Originals *include* VAT and other government levies, and *include* all costs of transportation by Hizkia van Kralingen.
5. After placing an order, the Customer receives a confirmation e-mail from Uitgevogeldt in which the Originals, Workshop or Products are ordered and the total amount of the order is stated.

#### **Article 4 – Payment and retention right**

1. The Customer has to pay the full purchase price in advance.
2. The ownership of the Originals to be delivered or which have been delivered does not pass before all the amounts owed by the Customer to Uitgevogeldt have been paid or before sufficient security has been given for the payment thereof; this retention of title is for the security of the payment of all the amounts owed by the Customer to Uitgevogeldt, however and for whatever reason.
3. If the Customer fails to comply with any obligation towards Uitgevogeldt, Uitgevogeldt shall be entitled to immediately repossess the Originals referred to in paragraph 2 without any summons or notice of default being required.
4. The Customer may not pledge or give as security, alienate or transfer ownership of the Originals referred to in paragraph 2, lend them out or allow them to be used in any way or for any reason whatsoever; in the event of acts contrary to the foregoing, he shall in any event be guilty of misappropriation.
5. The Customer shall be obliged to inform Uitgevogeldt immediately in writing of the fact that third parties are making claims in respect of goods which are still subject to the Uitgevogeldt's retention of title.

#### **Article 5 – Delivery**

1. Delivery of the Originals or Products will take place when the full payment has been received by Uitgevogeldt, except for when otherwise specifically agreed by both Parties.
2. Uitgevogeldt will provide an indication of the time of delivery via email to the Customer. If a Product has to be ordered specifically for the fulfillment of the order, this will be confirmed by Uitgevogeldt in writing.
3. Uitgevogeldt has the Originals and Products delivered to the address specified by the Customer. The Originals will be delivered using the services of Hizkia van Kralingen. The Products will be delivered using regular postal services.
4. The risk of loss, theft, destruction and/or damage to the Originals or Products passes to the Customer when the Customer, or someone acting on behalf of the Customer, gets physical possession of the Originals or Products.

#### **Article 6 – Right of withdrawal and return**

1. A Customer who is a natural person has the right to revoke the Agreement, for no and any reason, within 14 (fourteen) days of the date of delivery. The Customer informs Uitgevogeldt unambiguously by email.
2. If the Customer wishes to use the right of withdrawal, the Customer may only unpack or use the product as necessary to assess whether he or she wants to retain the product.

During this period the Customer will handle the product and the packaging with utmost care.

3. If the Customer wishes to return Originals, the Customer must return the Originals with all accessories and preferably in the original packaging, making use of the transportation services of Hizkia van Kralingen. If the original packaging is not available, the Customer is responsible for ensuring that the Originals are returned in an equivalent packaging.
4. If the Customer wishes to return Products, the Customer is entitled to choose a postal service. If the original packaging is not available, the Customer is responsible for ensuring that the Products are returned in an equivalent packaging.
5. In case of return by the Customer, all costs and insurance for transportation, the returning *and* the receiving of Products and the Originals, including costs for Hizkia van Kralingen, are for the account of the Customer.
6. In case of return, the Customer is liable for risk of loss, theft, destruction and/or damage to the product until Hizkia van Kralingen or a transporter chosen by the Customer gets physical possession of the product.
7. If the Customer uses the right of withdrawal, Uitgevogeldt will refund the purchase price excluding the transportation costs, within 14 (fourteen) days of receipt of the returned Originals or Products.
8. If the Customer does not act in accordance with the previous sections of this article, or if the Originals are otherwise not returned in their original state, Uitgevogeldt is not obliged to refund the purchase price to the Customer.

#### **Article 7 – Warranty and defective goods**

1. Each and every Uitgevogeldt Original is created with the utmost care and quality. However, as they are works of art, some Originals may differ from the photos provided or have natural imperfections. If the Customer notices any defects to the Originals, the Customer must report this immediately to Uitgevogeldt, but in no event later than 14 (fourteen) calendar days after delivery of the Originals. If the Customer fails to comply with the provisions of this section, any right to recovery and other possible damage claims will be invalidated.
2. Uitgevogeldt expressly does not provide any warranty on the Originals. The Customer is solely responsible for providing a fitting climate and place for the Originals.
3. If complaints have been filed in a timely manner and in compliance with all provisions of Article 7, the consequent Uitgevogeldt obligations are as follows: If it has been sufficiently demonstrated that the product is damaged and that Uitgevogeldt is liable for this, Uitgevogeldt will have the choice to: repair the product and/or grant the Customer a mutually agreed discount on the purchase price. By fulfilling one of the aforementioned performances, Uitgevogeldt will respect its obligations to the Customer and is fully discharged.

#### **Article 8 – Liability**

1. In all cases liability of Uitgevogeldt arises, as a result of attributable failure in the performance of the Agreement, only if the Customer sends a default notice to Uitgevogeldt in writing, subject to a recovery period and if Uitgevogeldt after that period imputably continues to fall short in the fulfilment of its obligations. The notice must contain a comprehensive and detailed as possible description of the shortcoming to enable Uitgevogeldt to respond adequately.

2. Uitgevogeldt is only liable for losses resulting directly from foreseeable and avoidable shortcomings that are theirs to blame and are directly related to the delivery of the Originals or Products.
3. Any obligation to pay compensation on any grounds whatsoever shall at all times be limited to the price paid for the Originals, Products or Service.

#### **Article 9 – Force majeure**

1. If Uitgevogeldt fails any obligation to the Customer due to force majeure as referred to in Section 6:75 of the Dutch Civil Code, Uitgevogeldt cannot be charged for stated shortcomings.
2. Force majeure includes (but is not limited to): fire, flooding, storm damage, disruptions, strikes, pandemics, and actions, or lack thereof, of government, including municipalities (such as import restrictions) and sickness of the artist.

#### **Article 10 – Intellectual property rights**

1. All intellectual property rights relating to the Services, Products and Originals of Uitgevogeldt and any other documents and materials provided by Uitgevogeldt are solely owned by Uitgevogeldt.
2. The Customer agrees not to infringe any of the intellectual property rights of Uitgevogeldt or make those rights invalid.
3. The copyright on the Originals created by Uitgevogeldt, all products associated with the Originals, and the website belongs to Uitgevogeldt.
4. The Customer is not permitted to publish purchased Originals and is prohibited from reproducing bought products in any way.

#### **Article 11 – Workshops**

1. In deviation and/or addition to the foregoing, the following conditions shall apply in respect of Workshops rendered by Uitgevogeldt.
2. The Customer has the right to cancel his participation in the Workshop, under the following conditions:
  - If the Customer cancels the Workshop up to one week before the Workshop date, cancellation is free of cost.
  - If the Customer cancels the Workshop within one week of the Workshop date, the Customer is obliged to pay 50% of the Workshop cost.
  - If the Customer cancels within 24 hours before the start of the Workshop, or after the start of the Workshop, the Customer is obliged to pay 100% of the Workshop cost.
3. Uitgevogeldt may provide the Customer with an alternative date for the Workshop, if the Customer wishes to reschedule. If rescheduling is not an option, the conditions of paragraph 2 apply.
4. Uitgevogeldt provides no guarantees on the outcome of the Workshops. The Customer is responsible for their decisions outside of the Workshops. No refunds will be given if the Customer is unhappy with the results of the creative process.
5. The Customer is liable for any and all damages caused during the Workshop to the property of Uitgevogeldt and/or third parties and persons.

6. Uitgevogeldt is not liable for any damage caused to the Customer, if the Customer fails to follow the instructions of Uitgevogeldt before or during the Workshop, including the failure of the Customer to provide Uitgevogeldt relevant information regarding allergies and/or disabilities.

#### **Article 12 – Others**

1. These Terms may be changed by Uitgevogeldt at any time. The modified conditions will take effect at the time they are published on the website of Uitgevogeldt.

#### **Article 13 – Complaints, questions or comments**

1. If the Customer has a complaint, question or comment about these Terms, the Customer can contact Uitgevogeldt via [info@uitgevogeldt.com](mailto:info@uitgevogeldt.com).
2. Uitgevogeldt will contact the Customer within 14 (fourteen) days after receipt of the complaint, question and/or comment.

#### **Article 14 – Choice of law and forum**

1. These Terms are subject to the Dutch law.
2. Any dispute that is not resolved by the parties, will be submitted to the competent court in The Hague (The Netherlands).