

GENERAL TERMS AND CONDITIONS OF ONLINE SALE (B2C)

Article 1: Definitions

1. Galerie Iris-Schriek, established in Amsterdam, Chamber of Commerce number 34333701, is referred to as seller in these general terms and conditions.
2. The other party of the seller is referred to as the buyer in these general terms and conditions.
3. Parties are seller and buyer together.
4. The agreement means the purchase agreement between the parties.

Article 2: Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller.
2. Deviation from these conditions is only possible if the parties have explicitly agreed in writing.

Article 3: Payment

1. The full purchase price is always paid immediately in the store. With reservations, a deposit is expected in some cases. In that case, the buyer will receive proof of the reservation and the advance payment.
2. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. If the buyer fails to do so, the seller will proceed to collect. The costs related to that collection are for the account of the buyer. These collection costs are calculated on the basis of the Reimbursement for Extrajudicial Collection Costs Decree.
4. In the event of liquidation, bankruptcy, seizure or suspension of payment of the buyer, the seller's claims against the buyer are immediately claimable.
5. If the buyer refuses his cooperation in the execution of the order by the seller, he is still obliged to pay the agreed price to the seller.

Article 4: Offers, quotations and price

1. Offers are free of obligation, unless a period of acceptance is stated in the offer. If the offer is not accepted within that stated period, the offer will expire.
2. Delivery times in quotations are indicative and do not give the buyer the right to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. Parties must agree explicitly and in writing.
4. The price stated on offers, quotations and invoices consists of the purchase price including the VAT owed and any other government levies.

Article 5: Right of withdrawal

1. After receipt of the order, the consumer is entitled to dissolve the agreement within days without giving any reason (right of withdrawal). The period starts from the moment that the (entire) order is received by the consumer.
2. There is no right of withdrawal if the products are tailor-made according to its specifications or have a short shelf life.
3. The consumer can use a seller's withdrawal form. The seller is obliged to make this available to the buyer immediately after the buyer's request.
4. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the unused and undamaged product with all supplied accessories and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Article 6: Amendment of the agreement

1. If during the execution of the agreement it appears that for a proper execution of the assignment it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation may be affected. The seller will inform the buyer of this as soon as possible.
3. If the change or supplement to the agreement has financial and / or qualitative consequences, the seller will inform the buyer in writing in advance.
4. If the parties have agreed on a fixed price, the seller will indicate to what extent the change or supplement to the agreement will result in this price being exceeded.
5. Contrary to the provisions of the third paragraph of this article, the seller cannot charge additional costs if

the change or supplement is the result of circumstances that can be attributed to him.

Article 7: Delivery and transfer of risk

1. As soon as the purchased item has been received by the buyer, the risk passes from seller to buyer.

Article 8: Research, complaints 1.

1. The buyer is obliged to inspect the goods delivered at the time of delivery or delivery, but in any case within the shortest possible time. In addition, the buyer should investigate whether the quality and quantity of the delivered goods correspond to what the parties have agreed, at least that quality and quantity meet the requirements that apply in normal (trade) traffic.
2. Complaints with regard to damage, shortages or loss of delivered goods must be submitted to the seller in writing by the buyer within 10 working days after the day of delivery of the goods.
3. If the complaint is found to be well-founded within the stipulated period, the seller has the right to either repair, re-deliver, or refrain from delivery and send the buyer a credit note for that part of the purchase price.
4. Slight and / or customary deviations in the industry and differences in quality, number, size or finish cannot be invoked against the seller.
5. Complaints regarding a certain product have no influence on other products or parts belonging to the same agreement.
6. No complaints will be accepted after the buyer has processed the goods.

Artikel 9: Monsters en modellen

1. Is aan koper een monster of model getoond of verstrekt, dan wordt het vermoed slechts als aanduiding te zijn verstrekt zonder dat de te leveren zaak daaraan behoeft te beantwoorden. Dit is anders als partijen uitdrukkelijk zijn overeengekomen dat de te leveren zaak wel daarmee zal overeenstemmen.
2. Bij overeenkomsten ter zake van een onroerende zaak wordt vermelding van de oppervlakte of andere afmetingen en aanduidingen eveneens vermoed slechts als aanduiding bedoeld te zijn, zonder dat de te leveren zaak daaraan behoeft te beantwoorden.

Artikel 10: Levering

1. Levering geschiedt 'af fabriek/winkel/magazijn'. Dit houdt in dat alle kosten voor koper zijn.
2. Koper is verplicht de zaken af te nemen op het moment dat verkoper deze bij hem aflevert of doet afleveren, dan wel op het moment waarop deze zaken hem volgens de overeenkomst ter beschikking worden gesteld.
3. Indien koper afname weigert of nalatig is in het verstrekken van informatie of instructies die noodzakelijk zijn voor de levering, is verkoper gerechtigd de zaak voor rekening en risico van koper op te slaan.
4. Indien de zaken worden bezorgd, is verkoper gerechtigd eventuele bezorgkosten in rekening te brengen.
5. Indien verkoper gegevens van koper nodig heeft voor de uitvoering van de overeenkomst, vangt de levertijd aan nadat koper deze gegevens aan verkoper ter beschikking heeft gesteld.
6. Een door verkoper opgegeven termijn voor levering is indicatief. Dit is nooit een fatale termijn. Bij overschrijding van de termijn moet koper verkoper schriftelijk in gebreke stellen.
7. Verkoper is gerechtigd de zaken in gedeelten te leveren, tenzij partijen dit anders schriftelijk zijn overeengekomen of aan deellevering geen zelfstandige waarde toekomt. Verkoper is bij levering in delen gerechtigd deze delen afzonderlijk te factureren.

Article 11: Force majeure

1. If the seller is unable to meet his obligations under the agreement due to force majeure, or not in time or properly, he is not liable for damage suffered by the buyer.
2. Force majeure means in any case any circumstance that the seller could not take into account at the time the agreement was entered into and as a result of which the normal performance of the agreement cannot reasonably be required by the buyer, such as illness, war or danger of war, civil war and riot, molestation, sabotage, terrorism, energy disruption, flood, earthquake, fire, company occupation, strikes, exclusion of workers, changed government measures, transport difficulties, and other disruptions in the seller's company.
3. The parties also understand by force majeure that suppliers who are dependent on the seller for the performance of the agreement do not comply with the contractual obligations towards the seller, unless the seller can be blamed for this.
4. If a situation as referred to above occurs as a result of which the seller cannot fulfill his obligations towards the buyer, then those obligations will be suspended as long as the seller cannot meet his obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to dissolve the agreement in whole or in part in writing.
5. In the event that the force majeure continues for more than three months, the buyer has the right to terminate the agreement with immediate effect. Dissolution can only be done by registered letter.

Article 12: Transfer of rights

1. Rights of one party to this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a clause with property law effect as referred to in Section 3:83 (2) of the Dutch Civil Code.

Article 13: Retention of title and right of retention

1. The goods present at the seller and the goods and parts delivered remain the property of the seller until the buyer has paid the entire agreed price. Until that time, the seller can invoke his retention of title and take back the goods.
2. If the agreed amounts to be paid in advance are not or not paid on time, the seller has the right to suspend the work until the agreed part is still paid. There is then a default of creditors. A late delivery cannot in that case be invoked against the seller.
3. The seller is not authorized to pledge the goods falling under his retention of title nor to encumber them in any other way.
4. The seller undertakes to insure the goods delivered to the buyer under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to provide the policy for inspection upon first request.
5. If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, the seller has the right of retention. The item will not be delivered until the buyer has paid in full and in accordance with the agreement.
6. In the event of liquidation, insolvency or suspension of payment of the buyer, the obligations of the buyer are immediately due and payable.

Article 14: Liability

1. Any liability for damage arising from or in connection with the implementation of an agreement is always limited to the amount that is paid out in the relevant case by the liability insurance policy / policies concluded. This amount is increased by the amount of the deductible according to the relevant policy.
2. The seller's liability for damage resulting from intent or deliberate recklessness on the part of the seller or his managerial subordinates is not excluded.

Article 15: Duty to complain

1. The buyer is obliged to immediately report any complaints about the work performed to the seller. The complaint contains a description of the shortcoming that is as detailed as possible, so that the seller is able to respond adequately.
2. If a complaint is justified, the seller is obliged to repair the goods and possibly replace them.

Article 16: Guarantees

1. If guarantees are included in the agreement, the following applies. The seller guarantees that the goods sold comply with the agreement, that they will function without defects and that it is suitable for the use that the buyer intends to use. This guarantee applies for a period of two calendar years after receipt of the sold item by the buyer.
2. The purpose of the guarantee is to establish a risk distribution between the seller and the buyer in such a way that the consequences of a breach of a guarantee are always fully for the account and risk of the seller and that the seller can never assume a breach of a guarantee invoke article 6:75 of the Dutch Civil Code. The provisions of the previous sentence also apply if the infringement was known to the buyer or could have been known by conducting investigations.
3. The aforementioned guarantee does not apply if the defect has arisen as a result of improper or improper use or if - without permission - the buyer or third parties have made changes or tried to make or used the purchased for purposes for which it is not intended .
4. If the guarantee provided by the seller relates to an item produced by a third party, the guarantee is limited to the guarantee provided by that producer.

Article 17: Applicable law

1. Dutch law exclusively applies to this agreement between seller and buyer. The Dutch court has jurisdiction.
2. The applicability of the Vienna Sales Convention is excluded.
3. If one or more provisions of these general terms and conditions are considered unreasonably onerous in legal proceedings, the remaining provisions will remain in full force.

Article 18: Choice of forum

All disputes arising from this agreement will be submitted exclusively to the competent court of the Amsterdam District Court.

