

## **General conditions for sale of goods and services**

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## Article 1 - Definitions

For the purposes of these terms and conditions:

- **Supplementary agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are supplied by Galerie Marzee or by a third party on the basis of an agreement between that third party and Galerie Marzee;
- **Withdrawal period:** the period within which the consumer can exercise his right of withdrawal;
- **Consumer:** the natural person who is not acting for purposes relating to his trade, business, craft or profession;
- **Day:** calendar day;
- **Digital content:** data produced and delivered in digital form;
- **Perpetual agreement:** an agreement for the regular delivery of goods, services and/or digital content during a certain period of time;
- **Durable data carrier:** any tool - including e-mail - that enables the consumer or Galerie Marzee to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
- **Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;
- **Distance contract:** a contract that is concluded between Galerie Marzee and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, up to and including the conclusion of the contract exclusive or joint use is made of one or more techniques for distance communication;
- **Model withdrawal form:** the European model withdrawal form set out in Annex I to these conditions; Annex I need not be made available if the consumer does not have a right of withdrawal with regard to his order;
- **Technique for distance communication:** means that can be used to conclude a contract, without the consumer and Galerie Marzee having to be together in the same room at the same time.

## Article 2 - Identity of Galerie Marzee

Name: M.J. van den Hout, acting under the name: Galerie Marzee

Business address: Lage Markt 3, 6511 VK Nijmegen, The Netherlands

Telephone number: +31 (0)24 3229670

Opening hours:

From Tuesday to Friday from 10.00 am to 6.00 pm.

Saturday from 10 am to 5 pm.

E-mail address

[mail@marzee.nl](mailto:mail@marzee.nl)

Chamber of Commerce: 565.529.71

VAT number: NL001348940B36

### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer made by Galerie Marzee and to every agreement made at a distance (usually via the internet or telephone when the consumer does not have the opportunity to inspect the product physically) between Galerie Marzee and the consumer. However, if the address of the consumer where the products are being shipped, is located outside the area of the European Union, the Right of withdrawal (article 6) is not applicable.
2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, Galerie Marzee will indicate before the agreement is concluded in which way the general terms and conditions can be viewed at Galerie Marzee and that they will be sent to the consumer as soon as possible, free of charge, on request of the consumer.
3. If the agreement is concluded electronically, then, contrary to the previous paragraph and before the distance contract is concluded, the text of these terms and conditions may be made available to the consumer electronically in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.

### **Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If Galerie Marzee uses images, these are a true representation of the offered products, services and/or digital content. Obvious mistakes or apparent errors in the offer do not bind Galerie Marzee.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

### **Article 5 - The Agreement**

1. The agreement is, subject to the provisions of paragraph 4, concluded at the time of acceptance by the consumer of the offer and compliance with the conditions set.
2. If the consumer has accepted the offer electronically, Galerie Marzee will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Galerie Marzee, the consumer can dissolve the agreement. If a product is no longer available, Galerie Marzee will at the request of consumer provide an alternative or remit any money paid already.
3. If the agreement is concluded electronically, Galerie Marzee shall take appropriate technical and organisational measures to secure the electronic transmission of data

and shall ensure a secure web environment. If the consumer is able to pay electronically, Galerie Marzee will observe appropriate security measures.

4. Galerie Marzee can, within legal frameworks - inform itself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, Galerie Marzee has good grounds not to enter into the agreement, he has the right to refuse an order or request or to attach special conditions to the execution. For certain products specific provisions may apply. These products will however not be made readily available for sale.
5. At the latest upon delivery of the product, service or digital content to the consumer, Galerie Marzee will send the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:
  - the visiting address of Galerie Marzee to which consumers can turn with complaints;
  - the conditions under which and the manner in which the consumer may exercise the right of withdrawal, or a clear indication of the exclusion of the right of withdrawal;
  - the information on warranties and existing after-sales service;
  - the price including all taxes of the product, service or digital content; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
  - the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
  - if the consumer has a right of withdrawal, the model withdrawal form.

6. In the case of an enduring transaction, the provision of the previous paragraph shall only apply to the first delivery.

## **Article 6 - Right of withdrawal**

### **For products:**

1. The consumer may dissolve an agreement regarding the purchase of a product during a reflection period of 30 days without giving reasons. Galerie Marzee may ask the consumer for the reason for withdrawal but does not oblige the consumer to give his reason(s).
2. The cooling-off period referred to in paragraph 1 shall begin the day after the consumer, or a third party other than the carrier and indicated in advance by the consumer, has received the product, or:
  - if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. Galerie Marzee may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with a different delivery time.
  - if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
  - in the case of contracts for regular delivery of products over a given period: the day on which the consumer, or a third party designated by him, receives the first product.

### **In the case of services and digital content not supplied on a tangible medium:**

3. The consumer may terminate a service contract and a contract for the supply of digital content which is not supplied on a tangible medium for a period of 30 days without giving reasons. Galerie Marzee may ask the consumer for the reason for withdrawal but does not oblige the consumer to give his reason(s).
4. The cooling-off period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

**Extended cooling-off period for products, services and digital content not supplied on a tangible medium in the event of failure to inform about the right of withdrawal:**

5. If Galerie Marzee has not provided the consumer with the legally required information concerning the right of withdrawal or the model withdrawal form, the cooling-off period shall expire twelve months after the end of the initial cooling-off period determined in accordance with the previous paragraphs of this Article.
6. If the Marzee Galerie has provided the consumer with the information referred to in the previous paragraph within 12 months from the start of the initial cooling-off period, the cooling-off period shall expire 30 days after the day on which the consumer received that information.

**Article 7 - Obligations of the consumer during the reflection period**

1. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer shall only be liable for any reduction in the value of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in the value of the product if Galerie Marzee has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

**Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

1. If the consumer makes use of his right of withdrawal, he shall notify Galerie Marzee within the cooling-off period by means of the model withdrawal form or by any other unequivocal means.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorised representative of) Galerie Marzee. This does not have to be done if Galerie Marzee has offered to collect the product itself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by Galerie Marzee.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer bears the direct costs of returning the product. If Galerie Marzee indicates to bear the costs itself, the consumer does not have to bear the costs of returning the product.

6. If the consumer withdraws after having first explicitly requested that the provision of the service not made ready for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer owes Galerie Marzee an amount that is proportional to that part of the commitment that Galerie Marzee has fulfilled at the moment of withdrawal, compared to the full fulfilment of the commitment.

7. The consumer will not bear any costs for the execution of services that have not been made ready for sale in a limited volume or quantity, if:

- Galerie Marzee has not provided the consumer with the legally required information concerning the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or;
- the consumer has not expressly requested the commencement of the performance of the service during the cooling-off period.

8. The consumer does not bear any costs for the full or partial supply of digital content not supplied on a tangible medium, if:

- he has not expressly agreed to start fulfilling the contract before the end of the cooling-off period;
- he has not acknowledged losing his right of withdrawal when giving his consent; or
- Galerie Marzee has failed to confirm this consumer statement.

9. If the consumer exercises his right of withdrawal, all ancillary contracts shall be dissolved by operation of law.

#### **Article 9 - Obligations of Galerie Marzee in the event of revocation**

1. If Galerie Marzee allows the notification of withdrawal by the consumer to be made electronically, he shall send an acknowledgement of receipt without delay after receipt of this notification.
2. Galerie Marzee will reimburse all payments made by the consumer, including any delivery costs charged by Galerie Marzee for sending the returned product to the consumer, immediately but within 14 days following the day on which the consumer notifies him of the revocation. Unless Galerie Marzee offers to collect the product himself, he may wait until he has received the product or until the consumer proves that he has returned the product, whichever time is earlier.
3. Galerie Marzee uses for reimbursement the same means of payment that the consumer has used, unless the consumer agrees to another method. The refund is free of charge for the consumer, however outside the European Union, credit card provisions/penalties or banking costs, may be deducted by the originating and receiving bank.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Galerie Marzee does not have to reimburse the additional costs for the more expensive method.

## **Article 10 - Exclusion of right of withdrawal**

The following products and services are excluded from the right of withdrawal:

1. Products or services whose price is subject to fluctuations in the financial market which are beyond the control of Galerie Marzee and which may occur within the revocation period;
2. Contracts concluded at public auction. By a public auction is meant a sales method in which products, digital content and/or services are offered by Galerie Marzee to the consumer who is personally present or has the opportunity to be personally present at the auction, under the supervision of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full execution of the service, but only if:
  - the performance has begun with the express prior consent of the consumer; and
  - the consumer has declared that he loses his right of withdrawal as soon as Galerie Marzee has fully performed the contract;
4. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering;
5. Leisure contracts, if the contract provides for a specific date or period of performance thereof;
6. Products made to the consumer's specifications, which are not prefabricated, and which are made on the basis of an individual choice or decision made by the consumer, or which are clearly intended for a particular person;
7. Products which are liable to deteriorate rapidly or have a limited shelf life;
8. Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
9. Products which, by their nature, have been irrevocably mixed with other products after delivery;
10. Sealed audio, video recordings and computer software, of which the seal has been broken after delivery;
11. Newspapers, magazines or periodicals, with the exception of subscriptions to these;
12. The delivery of digital content other than on a material carrier, but only if:
  - the performance has begun with the express prior consent of the consumer; and
  - the consumer has declared that he thereby loses his right of withdrawal.

## **Article 11 - The price**

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.

2. Contrary to the previous paragraph, Galerie Marzee may offer products or services whose prices are subject to fluctuations in the financial market and on which Galerie Marzee has no influence, at variable prices. The offer shall include a reference to such fluctuations and to the fact that any prices quoted are target prices.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if Galerie Marzee has stipulated this and:
  - they are the result of statutory regulations or provisions; or
  - the consumer has the right to terminate the contract as of the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services are inclusive of VAT. When using the website, prices may be mentioned exclusive of VAT if a user is logged and its given home-address is outside the EU in which case no VAT will be charged. Import duties may be levied by the recipient country outside the EU, which may vary from country to country.

#### **Article 12 - Fulfilment of agreement and additional guarantee**

1. Galerie Marzee guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, Galerie Marzee also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by Galerie Marzee, its supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against Galerie Marzee on the basis of the agreement if Galerie Marzee has failed to fulfil its part of the agreement.
3. By extra guarantee is meant any commitment of Galerie Marzee, its supplier, importer or producer in which it grants the consumer certain rights or claims that go beyond what the consumer is legally obliged to in case he has failed in the fulfilment of his part of the agreement.

#### **Article 13 - Delivery and execution**

1. Galerie Marzee will take the greatest possible care in receiving and executing orders for products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has given to Galerie Marzee.
3. With due observance of what is stated in article 4 of these general terms and conditions, Galerie Marzee will execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed upon. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be informed of this within 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement free of charge and entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, Galerie Marzee will immediately refund the amount paid by the consumer.



5. The risk of damage and/or loss of products rests with Galerie Marzee until the moment of delivery to the consumer or a representative appointed in advance and announced to Galerie Marzee, unless explicitly agreed otherwise.

#### **Article 14 - Duration transactions: duration, termination and renewal**

##### **Resignation:**

1. The consumer may contract for an indefinite period of time and that extends to the regular delivery of products, terminate at any time subject to agreed termination rules and a notice of up to one month.
2. The consumer may contract for an indefinite period and that extends to the regular delivery of products, at any time at the end of the fixed term denounce the agreed termination rules and a notice not exceeding one month.
3. The consumer may terminate the agreements mentioned in the previous paragraphs:
  - terminate at any time and not be limited to termination at a specific time or in a specific period of time;
  - at least denounce them in the same way as they were entered into by him;
  - always cancel with the same notice as Galerie Marzee has stipulated for itself.

##### **Extension:**

4. Contrary to the previous articles, a fixed-term contract that has been concluded for the regular delivery of products or services may only be tacitly renewed for an indefinite period of time if the consumer may terminate at any time with a notice not exceeding one month. The notice period shall not exceed three months if the agreement provides for the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
5. An agreement with a limited duration for the regular delivery of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically at the end of the trial or introductory period.
6. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice of up to one month, unless the reasonableness and fairness opposes termination before the end of the agreed term.

#### **Article 15 - Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement for the provision of a service, this period commences on the day after the consumer has received confirmation of the agreement.

2. When selling products to consumers, general terms and conditions may never oblige the consumer to pay more than 50% in advance. When advance payment is stipulated, the consumer may not assert any rights regarding the implementation of the order or service (s), before the stipulated advance payment has been made.
3. The consumer has the obligation to report any inaccuracies in the payment details provided or mentioned to Galerie Marzee without delay.
4. If the consumer does not meet his payment obligation(s) on time, he will owe the legal interest on the amount still due, after he has been informed by Galerie Marzee of the late payment and Galerie Marzee has given the consumer a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, and Galerie Marzee has the right to charge the extrajudicial collection costs made by him. These collection costs amount to a maximum of 15% over outstanding amounts up to € 2.500; 10% over the next € 2.500 and 5% over the next € 5.000 with a minimum of € 40. Galerie Marzee may deviate from the amounts and percentages mentioned above to the benefit of the consumer.

#### **Article 16 - Complaints procedure**

1. Complaints about the execution of the agreement must be submitted to Galerie Marzee in full and clearly described within a reasonable time after the consumer has discovered the defects.
2. Complaints submitted to Galerie Marzee will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Galerie Marzee will answer within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

#### **Article 17 - Disputes**

1. A dispute will only be dealt with if the consumer has first submitted his complaint to Galerie Marzee within a reasonable period of time.
2. If the complaint does not lead to a solution, the dispute must be submitted to the District Court of Gelderland (The Netherlands) no later than 12 months after the date on which the consumer is brought before it.

## Annex I: Model withdrawal form

### Model revocation form

(complete and return this form only if you wish to revoke the agreement)

- To:

[ entrepreneur's name]

[ Entrepreneur's geographical address]

[ entrepreneur's fax number, if available ]

[ e-mail address or electronic address of entrepreneur]

- I/We\* hereby give notice that I/We\* hereby give notice of our agreement concerning the sale of the following products: [ product name ]\*

the provision of the following digital content: [ Digital Content Designation ]\*.

the provision of the following service: [ indication of service ]\*,

revocation/withdrawal\*

- Ordered on\*/received on\* [ date of order in case of services or receipt in case of products ]

- [ Consumer(s) Name ]

- [ Consumer address(es) ]

- Consumer(s)' signature (only if this form is submitted on paper)

\* Strike out what does not apply or fill in what is applicable.