

General terms and conditions of sale and delivery of Onno Art

These general terms and conditions of sale and delivery apply to all services and deliveries offered by Onno Art and on each Agreement between Onno Art and the Customer.

Article 1. Definitions 1.

In these general terms and conditions of sale and delivery, the following terms are defined as set forth below:

- a) ONNO ART is registered at the trade register of the Chamber of Commerce under number 85303054, offices at Meidoorn 8, NL-6181MP Elsloo;
- b) Customer: ONNO ART's other party, a consumer (natural person) or company / corporation (legal entity);
- c) Order / Delivery: the work to be carried out or the delivery or service;
- d) Agreement: the Agreement of delivery and/or services;
- e) Long-distance selling: online sales or by telephone;
- f) General terms and conditions: these General terms and conditions of sale and delivery;
- g) Product (s): goods that are delivered;
- h) Webshop: www.Onno Art.nl.

Article 2. Applicability

1. These General terms and conditions are applicable to all Agreements between the Customer and ONNO ART, including any possible legal successors of both parties, as well as any ensuing and/or related Agreements, as well as on all offers and/or quotations made by ONNO ART.
2. The applicability of the General terms and conditions of the Customer is explicitly rejected by ONNO ART.
3. Any provisions that deviate from these standard General terms and conditions are valid exclusively if expressly agreed by in writing by ONNO ART. Unless expressly agreed otherwise in writing, these deviations and/or additions to the General terms and conditions agreed on will only apply to the concerning Agreement.
4. ONNO ART reserves the right to make interim changes to these General terms and conditions. The amended General terms and conditions will then also apply to the existing Agreement between Customer and ONNO ART. Changes are announced in writing and shall enter into force 14 days after publication or on a later date as mentioned in the announcement.

Article 3. Offers and quotations

1. The offers and/or quotations made by the ONNO ART are noncommittal; they are valid for 14 days after presentation, unless otherwise indicated.
2. ONNO ART is only bound to the offers and/or quotations if the acceptance thereof by the

Customer is confirmed in writing within 14 days, unless otherwise indicated.

3. An Agreement will only be concluded by express acceptance of the Order by ONNO ART on a manner that is customary in this sector.
4. Prices given in the mentioned offers and/or quotations are included of governmental levies as well as the costs incurring in relation to the Agreement like shipment and administrative costs and are standard shown in Euros, unless stated otherwise.
5. Offers and/or quotations shall not automatically apply to future Orders.
6. The Agreement between the Customer and ONNO ART concerns a purchase Agreement, unless the content, nature or scope of the Agreement dictates otherwise or parties explicitly, in writing, agree upon otherwise.

Article 4. How the Agreement is concluded

1. The Agreement will be concluded at the time that a signed Order confirmation or quotation done by ONNO ART has been returned to ONNO ART by the Customer. The Order confirmation/quotation is based on the information provided by the Customer to ONNO ART at that time. The Order confirmation shall be deemed a fully correct representation of the Agreement.
2. If the Order is done online by Webshop, the Customer will electronically (by e-mail) receive an Order confirmation or purchase confirmation. The Agreement will be concluded at the time that the Customer places the Order.
3. If the Order is given verbally or if the signed Order confirmation (as of yet) has not been received, the Agreement is deemed to have been closed under these terms and conditions at the time ONNO ART starts with the implementation of the Order at the request of the Customer.
4. ONNO ART is free to prove the Agreement is concluded by other means then stated in these General terms and conditions.

Article 5. Products

1. The Webshop has a comprehensive and accurate description of the offered Products. The description is sufficiently detailed to allow a proper assessment of the offer. Pictures are a realistic representation of the offered Products and/or services. The colours of the products on the website may vary from the actual product colour. This has to do with how the colours are set on your computer, but also the type of monitor affects how you see colours. Apparent errors or mistakes (including textual errors) are not in any way binding.
2. Goods are available while supply lasts.

Article 6. Long-distance selling

1. This provision applies only to Long-distance sales with Customers who are consumers who have ordered online by Webshop:

- a. the consumer shall receive a confirmation by e-mail for his or her Order;
 - b. the consumer has the right to a sound Product that meets the quality as listed on the Webshop;
 - c. these General terms and conditions which are considered by the consumer as seen prior to the completion of the Order are listed on the website or are findable on the website or are sent to the consumer by e-mail if they request a quote. These General terms and conditions are in PDF-format which can be saved by the consumer;
 - d. the payment method is made known during the Order;
 - e. the consumer himself fills in the address and contact details used for the delivery of the Product. Erroneous or incorrect filling in of the address is for risk and account of the consumer;
 - f. statutory cooling-off period: from the day the Product is received, the consumer has a cooling-off period of 14 days. After use of the cooling-off period, you must return the Product within 14 days. Refund of the purchase price takes place within 14 days, but never before the Product is returned correctly. The cooling-off period does not apply to Products specially made;
 - g. returns: if the consumer wishes to return the Product, the consumer has to return the Product/Products within the applicable time limit and subject to the applicable terms and conditions;
 - h. costs of returns are not reimbursed, unless there's a damaged or defective Product. ONNO ART assesses whether there is a damaged or defective Product. If the consumer chooses for a more expensive shipping method than the standard shipping method, ONNO ART will only reimburse the cost of standard shipping, provided the return meets the conditions listed above.
2. If there is an obvious textual error on the Webshop, one must hold in regard that the right price/right information will be given by the time the error is known by ONNO ART.
 3. The above provisions under paragraph 1: a, b, c, d, e, f, g, h and 2 also apply to companies/corporations (legal entities). Instead of 'consumer' one must read 'company/corporation (legal entity)'.

Article 7. Pricing

1. The prices of the Products are mentioned on the Webshop.
2. If there is no price mentioned on the Webshop, ONNO ART will determine and pronounce the price to the consumer.
3. The prices quoted by ONNO ART on the Webshop are in Euro and include VAT (also see paragraph 6 and 7 of this article) and are based on price-determining factors related to the time

of the Order. *All prices are excluding shipping costs.

4. Any import duties and customs fees come for account of the Customer.
5. ONNO ART is entitled to increase the prices. If the Customer is a consumer, the Customer is entitled to dissolve the Agreement if the price is increased within 3 months after the closing of the Agreement, unless the agreed upon delivery time takes longer than 3 months after the sale. After expiry of this period, the Customer shall be entitled to dissolve the Agreement if the increase of the price is more than 10%. The Customer does not have the right to dissolve the Agreement if the increase of the price is the result of a jurisdiction under the law.

Article 8. Payment

1. The payment must be made directly at the time the Order is placed using the payment options offered on the Webshop like iDeal, Bancontact, PayPal or of similar nature.
2. Another possibility is that ONNO ART sends an invoice with a payment term of 7 days, when the payment is received, the Product will be sent, unless otherwise agreed.
3. If the Customer is a consumer and has not made (full) payment within the first term, ONNO ART will send a written reminder (notice) for payment of the outstanding amount within 7 days including the legal interest (under notice of the extrajudicial collection costs). If the Customer also fails to make the (full) payment within the second term, he will also be charged with the extrajudicial collection costs.
4. If the Customer is a company/corporation (legal entity) and has not made (full) payment within the first term, he will be charged with the extrajudicial collection costs as well as with the statutory commercial interest starting from the day the term has expired.
5. If payment fails within the stated term, ONNO ART is entitled to suspend its work/delivery or dissolve the Agreement without any obligation of compensation by ONNO ART.
6. A complaint of the Customer does not suspend the payment obligation.
7. In the event of liquidation, bankruptcy, confiscation/seizure, suspension of payment of the Customer, administration order or guardianship order all debts and claims ONNO ART has on the Customer are immediately due and payable.

Article 9. Delivery

1. Shipping costs are displayed during the Order. These shipping costs come in addition to the (sale) price.
2. The shipping costs are also always listed under "payment and shipping costs". If the delivery address does not fall within the regions listed on the Webshop or a different delivery method is chosen, ONNO ART will charge separate shipping costs prior to delivery.

3. When a delivery term/date is agreed upon by ONNO ART, given term/date shall never be regarded as a strict (final) deadline. When exceeding the agreed upon term/date the Customer shall sent ONNO ART a written notice of default.
4. The Customer shall examine the Products when they are delivered. The Customer has to check if the delivery matches that which is agreed upon, namely:
 - If the right goods are delivered;
 - If the amount and/or number of goods delivered are in accordance with the Agreement;
5. When delivery is delayed, the Customer has no entitlement to refuse the delivery.
6. If delivery of an ordered Product proves to be impossible, ONNO ART will try to offer a suitable alternative. The Customer is not obligated to make use of this offer.

Article 10. Returns

1. The return shipment must be notified to ONNO ART in advance per e-mail.
2. Returns are only possible if packaging and Product are in the same condition as in which they were delivered. The Customer has to keep a proof of dispatch.
3. If the Customer is a consumer, the Customer may return the Product (with the exception of Products mentioned in paragraph 6) without stating any reasons within 14 days after the Product is received.
4. If the Customer is a company/corporation (legal entity), the Customer may return the Product (with the exception of Products mentioned in paragraph 6) without giving any reasons within 7 days after the Product is received, unless agreed upon otherwise.
5. The shipping costs for returning a Product come at the Customer's expense, unless there is a damaged or defective Product as determined by ONNO ART, also see article 6 paragraph 1 under h.
6. Once the return is received by ONNO ART, ONNO ART will make a full refund on the account number as indicated by the Customer as soon as possible, yet no later than within the legal term of 30 days.

Article 11. Suspension, cancellation and termination

1. ONNO ART is authorized to suspend the fulfillment of its obligations or to terminate the Agreement if:
 - Customer does not fulfill or partially fulfill its obligations under the Agreement;
 - After the conclusion of the Agreement, ONNO ART becomes aware of circumstances giving good ground to fear that the Customer will not fulfill his obligations. If there are legitimate concerns that the Customer will only partially or improperly fulfill his obligations, suspension shall only be

- allowed in so far justified by the shortcoming;
2. If the Agreement is dissolved, all claims of ONNO ART towards the Customer are immediately due and payable.
 3. The Customer may cancel the Order in writing (by e-mail) free of charge as long as the Order is not yet confirmed.
 4. ONNO ART always retains the right to claim damages.

Article 12. Transfer of risk

1. The delivery shall be made at the address as specified by the Customer. Customer himself fills in the address and contact details used for the delivery of the Product. Erroneous or incorrect filling in of the address (and any resulting additional costs) is for risk and account of the consumer.
2. All risk is transferred to the Customer the moment he, or a by the Customer designated third party, receives the ordered Products.

Article 13. Warranties

1. ONNO ART will deliver a Product that matches the quality the Customer may expect given the Agreement and specifications listed on the website.
2. Any claim by the Customer related to the delivered Products will be void, if:
 - a. the Products are not identifiable (anymore) as coming from ONNO ART;
 - b. The Customer has not, non-timely or improperly complied with the obligations incumbent upon him.
3. Defects and/or complaints about faulty Products should be communicated in writing as stated in the complaints procedure.

Article 14. Complaints procedure / right to complain

1. Visible defects or shortcomings found on the Product upon delivery should immediately be communicated (motivated) in writing to ONNO ART, or in any case within 7 days of delivery.
2. The Customer must notify ONNO ART of any found defects regarding the Product, within 7 days after discovery, or when discovery was reasonably possible, in writing (motivated) while citing the invoice- and productdata. The terms for companies/corporations (legal entities) are established under penalty of loss when exceeded.
3. In case of a justified complaint, ONNO ART has the choice to either adjust the invoiced price, to improve or deliver a similar Product or to proportionally reimburse the Customer.
4. A complaint of the Customer does not suspend the payment obligation.

Article 15. Retention of title

1. The in the context of this Agreement delivered Products remain the property of ONNO ART until all obligations resulting from the

conducted Agreement are properly fulfilled by the Customer.

2. The retention of title extends to already delivered Products as well as to Products yet to be delivered under this Agreement.
3. The by ONNO ART supplied products, which pursuant to paragraph 1 fall under the retention of title, may not be resold (unless selling these Products belongs to the usual course of business) and may never be used as means of payment. The Customer is not entitled in any way to encumber the goods falling under the retention of title.
4. If third parties (threaten to) seize Products subject to retention of title or wish to establish or assert rights thereto, Customer is obligated to immediately notify ONNO ART thereof.
5. In case ONNO ART wishes to exercise the ownership rights mentioned in the present article, the Customer gives, in advance, an unconditional and non-revocable permission to ONNO ART and to third parties, to be appointed by ONNO ART, to enter all places where properties of ONNO ART are located to take them back.

Article 16. Liability

1. In case ONNO ART is liable, the liability is limited to what is settled in this article.
2. If Customer proves that he has suffered damage by an act or omission by ONNO ART, which would be avoided if acted carefully and expertly, ONNO ART is liable for the damage equal to (no more than once) the declaration amount of the Agreement, or at least to that part of the Agreement to which the liability relates.
3. ONNO ART always has the right to, as far as possible, prevent or reduce the damage suffered by the Customer.
4. Damage is solely defined as damage to persons, damage to property and direct financial loss. 7. ONNO ART shall never be liable for indirect damages, including consequential damages, lost profits and lost savings.
5. The limitations contained in these terms of liability for damages shall not apply if the damage is due to intent or gross negligence by the leadership of ONNO ART.
6. ONNO ART does not guarantee a correct and/or complete transmission of the contents of a transmitted e-mail, nor for the timely receipt thereof.
7. ONNO ART shall not be liable for damage of any kind caused by the fact that ONNO ART used, as assumed correct, erroneous or incorrect information given by the Customer, unless ONNO ART should have been aware of this error or incorrectness.
8. The colours of the articles on the website may vary from the actual product colour. This has to do with how the colours are set on your computer, but also the type of monitor affects how you see colours. ONNO ART is not responsible for this deviation.

9. ONNO ART is not liable for any damage, of whatever nature, due to the fact that Onno Art has assumed incorrect and/or incomplete information provided by the Client, unless this incorrectness or incompleteness should have been known by Onno Art.
10. The in this article set out limitations of liability are also stipulated for the benefit of persons or third parties engaged by ONNO ART, who may therefore directly invoke these limitations of liability.

Article 17. Force majeure

1. ONNO ART shall not be obliged to comply with his obligations under the Agreement when hindered by a circumstance that is not due to debt, nor due to law or a legal act that is generally accepted as for his account.
2. In the context of the Agreement, force majeure is understood to mean all that fits its frame in law and jurisprudence, like: diseases, strikes, cancellations and/or insufficient supply of materials, or one or more of ONNO ART's used persons or third parties, as well as any external causes, foreseen or not foreseen whereupon ONNO ART has no influence, whereby it is impossible for ONNO ART to fulfill its obligations.
3. ONNO ART is entitled during the period that force majeure continues to suspend the obligations resulting from the Agreement. If and when this period lasts longer than two months, both parties shall be entitled to dissolve the Agreement without any obligation to compensate damages to the other party.

Article 18. Indemnification

1. The Customer shall indemnify ONNO ART, including subordinates and/or assistants against claims by third parties relating to intellectual property on material or data provided by the Customer.
2. Customer shall indemnify ONNO ART against any claims by third parties, who suffer damage because of the execution of the Agreement by ONNO ART, which is attributable to the Customer.
3. Customer shall indemnify ONNO ART against claims of third parties for damage caused because Customer provided incorrect or incomplete information to ONNO ART.
4. Customer shall indemnify ONNO ART against all claims from third parties – including shareholders, directors, supervisory board and personnel, as well as affiliated legal entities and businesses and others who are involved with – deriving or related to the work of ONNO ART for the benefit of the Customer.
5. Customer shall indemnify ONNO ART against claims from third parties where ONNO ART is seen as perpetrator of the Customer.

Article 19. Intellectual property

1. All copyrights and other rights of intellectual or industrial property on documentation,

equipment, designs, descriptions, drawings, models, budgets and calculations or other materials such as analysis, documentation, reports, offers, as well as preparatory material thereof, are owned exclusively by ONNO ART

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2. It is explicitly forbidden to use pictures and/or texts of the Webshop without the express written permission of ONNO ART.

Article 20. Privacy

1. ONNO ART respects the privacy of all users and adheres to the personal registration law. The personal information you provide to us will always be kept confidential and will always be treated with the utmost care.
2. ONNO ART will use your personal information to conduct the Agreement. The information will not be made available to third parties. The personal information includes all of the information you have entered in the order form or e-mail.

Article 21. Expiry date

Insofar as these general terms and conditions do not stipulate otherwise, claims and other powers of the Client for whatever reason against Onno Art in connection with the performance of work/services by Onno Art shall lapse in any case one year after the moment the Client became aware or could reasonably have become aware of the existence of these rights and powers.

Article 22. Applicable law

1. The Dutch law is applicable. Unless the cantonal judge is authorized to resolve the dispute, all disputes shall be resolved by the competent court in the district in which ONNO ART has its registered office. Nevertheless, ONNO ART has the right to submit the dispute to the competent court according to the law.
2. The Vienna Sales Convention is expressly excluded.

Article 23. Final provision

1. Should any provisions of these General terms and conditions be contrary to mandatory law from civil code 7 on sale to consumers, the law shall prevail.
2. If one or more provisions of these general terms and conditions should be null and void or be destroyed, the remaining provisions still apply. ONNO ART and Customer will then discuss new stipulations replacing the null and void or destroyed provisions to agree upon, for as much as possible to the purpose and intent of the original provision(s). The original Dutch text of these General Terms and Conditions shall prevail over versions published in any other language.