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General Terms and Conditions

Article 1 - Definitions

In these terms and conditions:

the term Cooling-off period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who doesn't act as a professional or in name of a business and enters into a distance contract with the entrepreneur;

Day: calendar day;

Long-term transaction: a distance contract relating to a series of products and / or services, the supply and / or purchase obligation of which is spread over time;

Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible.

Right of withdrawal: the possibility for the consumer to refrain from the distance contract within the cooling-off period;

Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;

Distance contract: an agreement whereby, within the framework of a system organised by the entrepreneur for the distance selling of products and / or services, up to and including the conclusion of the agreement only one or more techniques for distance communication are used;

Technology for distance communication: means that can be used for concluding an agreement, without the consumer and trader being in the same room at the same time.

General Terms and Conditions: these General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Hans Gilbers, acting under the name; www.HansGilbers.nl. www.HansGilbers.com and www.Stipkunst.nl

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Article 3 - Applicability

These general terms and conditions apply to every offer of the entrepreneur and on every distance contract and orders between entrepreneur and consumer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.

If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumer can store it in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be found electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.

In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply *mutatis mutandis* and the consumer may in the event of conflicting general terms and conditions always invoke the applicable provision that is most favourable to him.

If one or more provisions in these general terms and conditions are at any time wholly or partially void or destroyed, then the agreement and these conditions remain valid and the stipulation in question will be replaced by a provision that the scope of the original approached as much as possible.

Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

Uncertainties about the explanation or content of one or more provisions of our terms and conditions should be explained 'in the spirit' of these general terms and conditions.

Article 4 - The offer

If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.

The offer contains a complete and accurate description of the offered products and / or services.

The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the offered products and / or services. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

All images, specifications and data in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.

Images for products are a true reflection of the products offered. The entrepreneur can't guarantee that the displayed colors exactly match the real colors of the products.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

- the price including taxes;
- the possible costs of shipping;

- the manner in which the agreement will be concluded and which actions are required for this;
- whether or not to apply the right of withdrawal;
- the method of payment, delivery and execution of the agreement;
- the period for accepting the offer or the period within which the entrepreneur guarantees the price;
- the level of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;
- whether the agreement is archived after the conclusion, and if so, how this can be consulted for the consumer;
- the way in which the consumer, prior to concluding the contract, can check the data provided by him under the contract and repair it if necessary;
- any other languages in which, in addition to Dutch, the contract can be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically;
- and the minimum duration of the distance contract in case of an extended transaction.

Article 5 - The agreement

The agreement is subject to the provisions of paragraph 4, concluded at the moment of acceptance by the consumer of the offer and the fulfilment of the corresponding conditions. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed by the entrepreneur, the consumer can terminate the agreement. If the agreement is created electronically, the entrepreneur will take appropriate technical and organisational measures to secure the electronic transfer of data and he will ensure a secure web environment.

If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

The entrepreneur can - within legal frameworks - inform 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 the entrepreneur on the basis of this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution.

With the product or service the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

- a. The conditions under which and the way in which the consumer to exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- b. the information about guarantees and existing service after purchase;
- c. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
- d. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.

In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

Upon delivery of products:

When purchasing products, the consumer has the option to dissolve the agreement without giving any reason within 14 days. This cooling-off period commences on the day following the receiving of the product by the consumer or a representative of the consumer appointed in advance by the consumer and made known to the entrepreneur.

During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that this is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

If the consumer wishes to make use of his right of withdrawal, he is obliged to inform the entrepreneur within 14 days after receipt of the product. After the consumer has made it known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of a proof of shipment.

If the customer has not made it known that he wishes to make use of his right of withdrawal or the right of withdrawal after expiry of the terms stated in paragraphs 2 and 3 and thus the product has not been returned to the entrepreneur, the sale is a fact.

Article 7 - Costs in the event of cancellation

If the consumer exercises his right of withdrawal, only, and at the most, the costs of returning the goods are for the consumer.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible but no later than 14 days after cancellation. However, the condition is that the product has already been received back by the merchant or conclusive proof of complete return can be submitted.

Article 8 - Exclusion of right of withdrawal

The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement, mentions it.

Exclusion of the right of withdrawal is only possible for products:

- a. That have been created by the entrepreneur in accordance with the specifications of the consumer;
- b. which are clearly personal in nature;
- c. which can not be returned due to their nature;
- d. that can spoil or age quickly;
- e. the price of which is subject to fluctuations in the financial market on which the entrepreneur has no influence;

Article 9 - The price

The prices mentioned in the offer of products or services include VAT.

All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and Guarantee

The entrepreneur warrants that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the information on the date of the creation of the products. If agreed, the entrepreneur also

guarantees that the product is suitable for other than normal use.

A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the contract. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 8 days of delivery. Return of the products must be in the original packaging and in new condition.

The entrepreneur's warranty period corresponds to the manufacturer's guarantee period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

The guarantee does not apply if:

The consumer has repaired and / or processed the delivered products himself or has them repaired and / or processed by third parties;

The delivered products are exposed to abnormal circumstances or otherwise careless handling or contrary to the instructions of the entrepreneur and / or the packaging;

The inadequacy in whole or in part is the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.

Article 11 - Delivery and execution

The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has made known to the entrepreneur.

With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without any costs. The consumer is not entitled to compensation.

All delivery terms are indicative. The consumer can not derive any rights from any periods mentioned. Exceeding a deadline does not entitle the consumer to compensation.

In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible but no later than 14 days after termination.

If delivery of an ordered product proves to be impossible, the entrepreneur will endeavour to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items, right of withdrawal can not be excluded. The costs of any return shipment are for the account of the entrepreneur.

The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless expressly agreed otherwise.

Article 12 - Payment

Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the cooling-off period as referred to in article 6 paragraph 1 commences. In case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement.

The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

In the event of default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer beforehand.

Article 13 - Disputes

Dutch law applies exclusively to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad. The Vienna Sales Convention does not apply.

Article 14 - Additional or deviating provisions

Additions to or deviations from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a sustainable data carrier.

Intellectual property law

HansGilbers.nl retains the copyright where applicable of the artworks designed or created by them. The consumer is not allowed to change, repeat or multiply the execution of a product, even if it concerns only a part of the product, without the express written consent of the entrepreneur. Hans Gilbers.nl and the artists who deliver the products, unless this has been expressly agreed otherwise in writing, have the right to carry out the design or parts of the design repeatedly. Hans Gilbers.nl has the right to make photos or other images for promotional purposes and to reproduce and make them public. In the event of a proven violation of the aforementioned property, Hans Gilbers.nl is entitled to set a self for this **or** charge a reasonable fee.