

General terms and conditions of sale of Din's Art

1. Applicability

1.1 On all offers from and on all orders to Din's Art Mediation (hereinafter referred to as "Din's Art") for the sale and delivery by Din's Art of items including all related services (hereinafter referred to as "items"), and only these terms and conditions apply to any agreement with Din's Art in connection therewith.

1.2 Deviating provisions of the Purchaser, including but not limited to the Purchasing Terms and Conditions of Purchase, only bind Din's Art if Din's Art has agreed to this in writing and only apply to the agreement to which the declaration of approval is directed.

1.3 In the event of inconsistencies between the provisions of the agreement and these General Terms and Conditions of Sale, the agreement shall prevail.

2. Quotations, orders and conclusion of the agreement

2.1 A price quote from Din's Art is valid for 14 days from the date of the quote, unless stated otherwise in the price quote.

2.2 Orders placed by the Buyer are deemed irrevocable.

2.3 An agreement between the Buyer and Din's Art is established after Din's Art has confirmed this in writing or electronically, or, failing that, because Din's Art actually implements the Purchaser's order.

2.4 The content of the confirmation of sale of Din's Art is binding on the Buyer.

3. Conformity

3.1 The buyer must ensure that the items to be ordered and / or ordered and the accompanying documentation, packaging and / or other information comply with all required laws and regulations and shall inform Din's Art thereof.

4. Delivery

4.1 The delivery period starts after the conclusion of the agreement. The delivery period is extended by the time that the performance of the agreement is delayed due to force majeure (as specified in Article 11 of these conditions).

4.2 Delivery times and delivery dates issued by Din's Art contain guidelines and no deadlines for Din's Art. Din's Art is not liable for damage as a result of a delay in delivery.

4.3 Unless the parties have expressly agreed on a different delivery method, deliveries are "ex warehouse" at the Din's Art location in Utrecht.

4.4 Din's Art has the right to engage third parties for the implementation of the agreement or parts thereof.

4.5 The buyer has a purchase obligation. The goods must be received in full by or on behalf of the Buyer at the agreed place and at the agreed time of delivery.

4.6 If the Buyer does not take delivery of the goods, or fails to do so in time, it will be in default without notice of default. In the event of non-acceptance of the goods by the Buyer, the risk of the goods transfers to the Buyer at the moment when Din's Art offers the goods for delivery in accordance with the agreement or these General Terms and Conditions of Sale. All costs related to this non-acceptance will be borne by the Buyer.

5. Packaging

5.1 Din's Art will deliver the goods properly packaged to the Buyer.

6. Price and payment

6.1 The prices used by Din's Art are exclusive of VAT, transport costs and other government taxes or levies.

6.2 Din's Art is entitled to increase the agreed price until the moment of delivery of the goods if one or more of the constituent factors of the price calculation, including but not limited to raw materials, packaging and / or production costs, has changed. The buyer is entitled to cancel the portion of the agreement not yet performed by Din's Art in writing up to eight working days after the notification of the price increase by Din's Art, without any right to compensation for Din's Art.

6.3 The buyer must pay Din's Art invoices to Din's Art within 14 days after the invoice date, without any right to discount, settlement or suspension.

6.4 Complaints regarding an invoice must be submitted to Din's Art within eight working days after the invoice date. After that, the Buyer is deemed to have approved the invoice.

6.5 Din's Art has the right to request full or partial payment in advance at any time and / or to obtain security for payment at its option, in the form of a bank or group guarantee.

6.6 As soon as the Buyer is in default with regard to any payment, all claims of Din's Art on the Buyer are immediately due and the default with regard to those claims also starts immediately without notice of default.

6.7 The final payment date is final and from that date Din's Art is entitled to suspend its obligations under the agreement and / or to terminate the agreement, while from that moment the Buyer owes 1% interest per month on the outstanding amount.

6.8 The Buyer shall reimburse Din's Art for all extrajudicial and judicial costs incurred by Din's Art with regard to the collection of outstanding claims not (timely) paid by the Buyer. The costs incurred are fixed in advance between the parties at an amount that is not lower than the usual amount used by bailiffs.

6.9 Every payment made by the Buyer serves in the first instance to settle the judicial and extrajudicial costs and the interest owed by the Buyer, and will then be used to settle the oldest outstanding claim.

7. Retention of title

7.1 Goods supplied by Din's Art remain the property of Din's Art until the Buyer has fully complied with all his obligations towards Din's Art.

7.2 The Purchaser is obliged to keep the items subject to a retention of title on behalf of Din's Art, (i) identifiable and / or to make them, (ii) to isolate each other and from the other items at the Purchaser, and (iii) properly insured against the usual risks.

7.3 The buyer waives any retention right with regard to those items in advance and will not seize or seize those items.

7.4 As long as the ownership of the delivered goods is reserved to Din's Art, the Buyer is not permitted to dispose of these goods, other than in the course of its business, or to establish any security or enjoyment right thereon or otherwise to withdraw the deal with Din's Art.

7.5 In the event of non-compliance by the Buyer with his obligations referred to in this article 7, Din's Art is entitled, after notice of default but without the need for judicial intervention, to retain the items that are still owned by Din's on the basis of the retention of title or in another way. The buyer is obliged to indicate Din's Art the place where the goods are located and already gives Din's Art permission to enter the relevant sites and buildings to have the goods taken back.

8. Advertising

8.1 The Buyer is obliged to carefully inspect the goods or have them inspected immediately after receipt by the Buyer himself or by a third party acting on behalf of the Buyer.

8.2 Any complaints regarding defects must be reported in writing to Din's Art no later than eight working days after delivery, failing which all claims of the Buyer vis-à-vis Din's Art will lapse.

8.3 All complaints must contain an accurate description of the defect. The complaints do not discharge the Buyer from its payment obligations.

8.4 All rights to submit compensation are void and lapse if the goods have been transported, handled, used, processed or stored by or on behalf of the Buyer improperly or contrary to instructions given by or on behalf of Din's Art.

8.5 In the event of a justified and timely complaint by the Buyer, Din's Art has the choice of either re-delivering the goods at no cost or crediting the purchase value of the goods that are partially or fully defective.

8.6 The determination of a defect in a part of the delivered products does not give the Buyer the right to refuse the entire delivery.

8.7 Din's Art has the right to check and determine the nature and scope of the complaint on location at the Buyer at all times.

9. Intellectual Property Rights

9.1 All intellectual property rights with regard to delivered goods are held by Din's Art or third party entitled parties, and are not transferred to the Buyer by the agreement with Din's Art, even if the goods or related know-how have been specifically designed, developed or assembled for the Buyer.

10. Liability

10.1 The liability of Din's Art for damage as a result of an attributable shortcoming in the performance of the agreement, or as a result of an unlawful act or otherwise, is limited per event (a series of subsequent events as one event) to compensation for direct damage, up to a maximum of the amount of the invoice value of the items delivered by Din's Art to which the damage relates.

10.2 Direct damage is exclusively understood to mean all damage consisting of:

- a) damage caused directly to material things;
- b) reasonable and demonstrable costs to remind Din's Art properly comply with the agreement;
- c) reasonable costs to determine the cause and extent of the damage, insofar as it relates to direct damage as referred to in this Article 10.2; and
- d) reasonable and demonstrable costs incurred by the Buyer to prevent or limit the direct damage as referred to in this Article 10.2.

10.3 The liability of Din's Art for indirect damage is excluded. Indirect damage is all damage that is not direct damage, including but not limited to business, consequential or silent damage, lost income and profits, loss of customers, damage to name and / or goodwill.

10.4 The exclusions and limitations referred to in this Article 10 do not apply if the damage is the result of intent or willful recklessness on the part of Din's Art or its management.

10.5 Unless fulfillment by Din's Art is permanently impossible, the liability of Din's Art arises due to imputable failure in the fulfillment of the agreement only if the Buyer gives Din's Art a written notice of default without delay, whereby a reasonable period for the cleansing of the shortcoming is set, and Din's Art also culpably fails to meet its obligations even after the expiry of that period. The notice of default must contain as complete and detailed a description as possible of the shortcoming, so that Din's Art is given the opportunity to respond adequately.

10.6 The Buyer informs Din's Art in writing of any damage that has occurred within eight working days after the Buyer has discovered or could reasonably have discovered such damage. If Din's Art is not notified within this period, Din's Art will be relieved of any liability in connection with such damage.

11. Force majeure

11.1 In the event of force majeure on the part of either party, the performance of the agreement will be fully or partially suspended as long as the situation of force majeure continues, without one of the parties being liable for any form of compensation to the other party.

11.2 In the event of force majeure, Din's Art is entitled to terminate the agreement without resulting in liability or further obligations for Din's Art.

11.3 Force majeure on the part of Din's Art is in any case, but not limited to:

(i) circumstances relating to persons and / or material that Din's Art uses or usually uses for the performance of the Agreement, that are of such a nature that it prevents the performance of the Agreement or that it is so objectionable and / or disproportionately expensive makes for Din's Art that Din's Art can no longer be required to execute the Agreement or perform it immediately; and

(ii) the circumstance that all performances that are relevant to Din's Art's own performance are not delivered or are not delivered correctly or on time; and

(iii) strikes, wars, riots, fire, natural disasters, storm / water damage and frost.

12. Dissolution

Din's Art has the right to dissolve the agreement, in whole or in part, with immediate effect in writing, without the need for proof of default or intervention and without being obliged to pay any compensation or compensation, in case:

(i) Buyer applies for suspension of payment, applies for her own bankruptcy, has filed for bankruptcy or has filed for bankruptcy;

(ii) the Buyer's company is or has been liquidated or terminated other than for the purpose of merging companies;

(iii) a substantial part of the assets of the Buyer are or have been seized; or

(iv) The Buyer must no longer be deemed capable of fulfilling its obligations.

13. Applicable law and competent court

13.1 All agreements between Din's Art and Buyer and these General Terms and Conditions of Sale are exclusively subject to Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded.

13.2 All disputes arising from the agreement and / or these General Terms and Conditions of Sale will be settled by the competent court of the Amsterdam District Court. However, Din's Art remains authorized to submit a dispute arising from the agreement and / or these General Terms and Conditions of Sale to the competent court.

14. Miscellaneous

14.1 If one or more provisions of these General Terms and Conditions of Sale prove to be invalid, or are rendered inoperative by a court, the remaining provisions will remain in full force.

14.2 The titles of articles used in these General Terms and Conditions of Sale only serve to facilitate reference to them and will not affect the interpretation or interpretation of the provisions laid down in these articles.