

Terms and Conditions - v2

Artegia

24-05-2017

GENERAL CONDITIONS: ARTEGIA art & things

Contents:

Article 1 Definitions/Terms
Article 2 Corporate Identity/Entrepreneur
Article 3 Applicability
Article 4 Our offers
Article 5 Agreement
Article 6 Right and cost of Withdrawal
Article 7 Prices
Article 8 Orders and Delivery
Article 9 Payment
Article 10 Complaints and service
Article 11 Disputes
Article 12 Limitation of Liability
Article 13 Privacy policy
Article 14 Copyright
Article 15 Additional and different Provisions

Article 1 - Definitions

The following definitions apply to these Conditions/Terms:

Time for consideration: the time during which a consumer can exercise the right of withdrawal.

Consumer: the natural person not dealing on behalf of a company or profession who enters into a distance agreement with the entrepreneur.

Day: calendar day

Right of Withdrawal: the possibility for the consumer to terminate the distance agreement within the time for consideration.

Entrepreneur: the natural person or corporation who offers distance products to consumers.

Distance Agreement: an agreement based on a corporate organized system of distance sales of products and services including the concluding of an agreement using one or more techniques of distant communication. Technique of distant Communication: a means that can be used to conclude an agreement without the consumer and the entrepreneur having gathered in the same place and at the same time.

General Conditions: the current General Conditions of the entrepreneur.

Article 2 - Corporate Identity/Entrepreneur

Trade name: ARTEGIA art & things (Artegia.nl)

Business address:(visits by appointment only)

Theresiastraat 44

2593 AP The Hague

The Netherlands

Phonenumber: +31 6 51152727 (local times:

E-mail: info@artegia.nl

Chamber of commerce number: 27285069

VAT identification number: NL 1443.66.010.B.01

Article 3 - Applicability

-These Conditions are applicable to all offers made by and agreements concluded with Artegia art & things.

-By placing an order, the consumer agrees to accept these general conditions.

-These general conditions do not solely apply to all articles ordered via techniques of distance communication (such as our webshop), but are applicable as well to all articles offered and sold during Events, Fairs and Tradeshows.

-Before the distance agreement is concluded, the text of these general conditions will be made available to the consumer electronically. Should this not be possible due to unforeseen circumstances, on request of the consumer these conditions will be forwarded free of charge.

-Situations not covered by these general conditions and uncertainty in interpretation of one or more of our provisions, are to be explained "in the spirit" of these conditions.

Article 4 - Our offers

- Artegia art & things uses the most truthful images possible to show the offered products. Obvious errors or mistakes in the offer are not binding for the entrepreneur.
- Our offers include a sufficiently detailed and complete description of the available products for the consumer to make a valid judgement of the articles shown.
- Generally products offered by Artega art & things are unique and mostly handmade. Consequently, they can vary in colour, size or shape from the images shown. Deviations can therefore not be a reason for compensation or termination of the agreement.
- The offer is subject to availability. The entrepreneur has the right to make changes and adjustments to the offers. In this event Artega will inform the consumer as soon as possible. (On request of the customer, Artega can make an effort to provide a similar product. The normal time of delivery will then be extended to a period of time necessary to acquire the desired product).

Article 5 - Agreement

- The agreement is concluded from the time the consumer has accepted the offer in accordance with the conditions of the entrepreneur.
- If the consumer has accepted the offer electronically or through other techniques of distance communication, the entrepreneur will immediately confirm the receipt of acceptance of the offer by the same means. As long as the entrepreneur has not confirmed the acceptance, the consumer can cancel the agreement.
- If the agreement is made electronically, the entrepreneur will take all required, technical measures to ensure a safe web environment for the transfer of data and electronic payments.
- Within the applicable law-, The entrepreneur can avail himself of information to assess if a consumer is able to meet the payment obligation and of facts and factors which can be relevant to enter into a distance agreement. If the entrepreneur, on basis of such information, finds valid grounds not to enter into an agreement, he/she has the right to refuse an order or add special conditions.

Article 6 -Right and costs of withdrawal

- When purchasing a product, a consumer has the possibility to cancel the agreement without giving any reasons for 14 days. This time for consideration starts on the day after receipt of the product by the consumer or a representative appointed in advance and made known to the entrepreneur.
- During the time of consideration the consumer will carefully handle both product and packaging. The consumer will only unwrap the packaging or use the product in as far as this is necessary to establish whether or not he/she wishes to keep the product. If the consumer wishes to exercise his/her right of withdrawal, -if reasonably possible- the product should be returned to the entrepreneur in its original state and packaging, in accordance with reasonable instructions given by the entrepreneur.
- If the consumer wishes to exercise the right of withdrawal, he/she is obliged to make this known to the entrepreneur within 14 days after receiving the product, by techniques of distance communication or in writing. After having made known to the entrepreneur the product will be returned, the consumer has 14 days to return the product. The consumer needs to prove the delivered articles have been returned in time, by providing the receipt for the shipment.
- If a consumer fails to inform the entrepreneur of his wish to exercise the right of withdrawal and/or fails to return the product to the entrepreneur within the time limitations above, the purchase has been made.

-Costs of withdrawal:

- If a consumer exercises his/her right of withdrawal, the costs will be limited to the payment of the return shipment, which are paid by the consumer.
- Unstamped shipments, insufficiently stamped shipments or cash-on-delivery parcels (rembours), will not be accepted by Artega.
- If the consumer has paid an amount, the entrepreneur will return the amount paid as soon as possible, but no later than 14 days after the withdrawal. Payment will only be made after the entrepreneur has received the returned product, or definite proof of complete return shipment.
- To ensure correct reimbursement by Artega, the consumer will inform the entrepreneur by email or other techniques of distance communication, which articles are returned, using full name, order number and bank account

Article 7 - Prices

- All shown and mentioned prices are in euro's (€'), VAT and packaging included. Costs of shipping are excluded.
- Prices shown will not be raised as long as the offer is valid unless higher prices are the consequences of raised VAT tariffs.
- Artega art & things does not accept any liability for the consequences of typographical and/or printing errors in prices. In the event of typographical and/or printing errors, the entrepreneur is not obliged to deliver a product for the incorrect price indicated.

Article 8 - Orders and Delivery

Orders:

- Although Artega maintains a proper system for stock management, it is possible an article is sold out or has been ordered simultaneously by other consumers. In such an event Artega will inform the consumer as soon as possible when the article concerned will be available again.
- Artega will carefully manage all orders placed and do its utmost to deliver them in time. If however, for any reason, an ordered article can not be delivered, Artega will inform the consumer as soon as possible by email or other techniques of distance

communication. The order is then cancelled. The amount paid will be returned not later than 14 days after receipt of the email.

-Ordered articles may also be collected in person, however, by appointment only.

In that event no shipping costs will be charged.

Delivery:

-For items in stock, delivery times within The Netherlands, are 5-7 days. Shipments to other countries will be made as soon as possible and no later than 7-9 days, unless a situation of force majeure occurs. If a delivery is delayed, not or only partly possible, the consumer will be informed as soon as possible after the date of the order but not later than the times mentioned in this paragraph. In that event the consumer has the right to cancel the order free of charge. However, compensation will not be provided.

-The afore mentioned delivery times are times Artega strives at but they can not be guaranteed. No rights can be derived from these times nor will compensation be offered if these times are exceeded.

-The location of delivery will be the address made known to the entrepreneur by the consumer.

-In the event delivery of a an ordered product proves not to be possible, the entrepreneur will do the utmost to offer a replacement of similar type and quality. Artega will inform the consumer in a clear and understandable manner of such a replacement at the latest, at the time of delivery. When replacement articles are delivered, the consumer can at all times exercise the right of withdrawal. In this situation the costs of the return shipment will be paid by the entrepreneur.

-Artega makes every effort to ensure safe packaging by using proper and suitable package materials. Damage or loss needs to be reported by email, other techniques of distance communication or in writing immediately, but not later than 24 hours after the receipt of the package, to both MyParcel and Artega.

-Until the moment of delivery to the consumer or an appointed representative made known to the entrepreneur in advance, the risk of damage and/or loss of products is borne by the entrepreneur.

-Our shipments are made by: MyParcel (www.myparcel.nl).

-In the event the size of an order is too large or too vulnerable for regular shipping, Artega will decide, together with the consumer, on a suitable alternative for its shipment.

Article 9 - Payment

Artega art & things offers several methods of payment:

Payment in advance:

You can transfer the amount as specified in the confirmation of your order, including the costs for shipment, directly to the IBAN number: NL43RABO162473117 in the name of Artega art & things (Rabobank, The Hague, The Netherlands).

Payment through:

- iDeal

- credit cards (Visa, Mastercard and American Express)

- Bancontant (Belgium)

- Sofortbanking (Germany)

- PayPal

If payments have not been registered or received in the bank account of Artega within 7 days, the order will be cancelled automatically.

Cash payment:

This method of payment can only be used if an order is collected in person. If this option is chosen, an appointment needs to be made in advance at telephone number: 31-6-51152727.

Sales at markets, fairs and tradeshows:

Only cash payments are accepted.

Article 10 - Complaints and service

-Artega art & things aims at satisfied customers by offering good services and a consumer friendly attitude. In the event of complaints, we will make every effort to solve these in reasonability and in concert with our customers.

-If you have any questions, complaints or suggestions, Artega appreciates it you let us know by forwarding an email to info@artegia.nl

-In order to ensure proper complaint handling by the entrepreneur, the procedures below should be followed. Complaints about the execution of the agreement need to be submitted to Artega within 7 days after a defect has been observed or a lack of service occurred, with a full and clear description of the facts.

-Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt.

If more time is needed to make further inquiries, Artega will acknowledge receipt and inform the consumer when a more detailed reply may be expected.

-Filing a complaint had no influence on the responsibility of Artega unless the entrepreneur indicates otherwise in writing.

-If the entrepreneur finds the complaint is well-founded, Artega will arrange for repair or replace the delivered article, as preferred by the consumer.

-If a complaint can not be resolved in mutual agreement, a dispute arises which may be submitted to an arbitration committee.

Article 11 - Disputes

-In the event of a complaint, a consumer first needs to address the entrepreneur. If a complaint can not be resolved in mutual agreement, the consumer has the possibility to turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), a Dutch Foundation which will mediate free of charge.

-If the afore mentioned mediation has not resulted in an adequate solution, the consumer has the possibility to submit the complaint to an independant Arbitration Committee appointed by the Stichting WebwinkelKeur. The ruling of this committee is binding for both consumer and entrepreneur.

-If a dispute is submitted to this Arbitration Committee, costs will be incurred which are to be paid by the consumer to this committee directly. It is also possible to submit a complaint via the Europees ODR platform (<http://ec.europa.eu/odr>).

-All agreements between Artega art & things and the consumer are concluded on basis of our General Conditions and are subject to Dutch Law, also if the consumer resides or lives in another country.

The Vienna Sales Convention,(CISG, Convention on the International Sales of Goods), shall not apply.

Article 12 - Limitation of Liability

-Artega art & things can not be held liable for situations of force majeure. These may be but not exclusively, delays in shipment, disruptions to the Internet or damage that may have been caused by an article delivered in good condition.

The maximum liability of Artega will not exceed the amount of the billing for the order concerned minus cost of shipping.

Article 13 - Privacy Policy

-We respect your privacy and appreciate your trust in us.

-In order to offer you optimal and personal service and expedite your order quickly and efficiently, Artega art & things requests you to submit a number of personal data.

-These personal data are for our own use only and will therefore be handled with care and confidentially by Artega, in a safe web environment.

-These personal data will not be submitted to third parties unless you have consented to do so.

Article 14 - Copyright

-By using this website, you acknowledge and agree that all Content is protected by copyright and other intellectual property and that nothing from this site (including image and picture material, Logo's, texts a.o.) may be used or copied in any form, by any mediums and technologies that exist now or in the future, without the prior, written consent of Artega art & things.

Article 15 - Additional and different Provisions

-Additional provisions or provisions deviating from these General Conditions, may not be to the disadvantage of a consumer and need to be recorded in writing or made accessible to the consumer for easy storage on a durable medium.