

General terms and conditions For the Love of Art EU

Article 1. Definitions

In these general terms and conditions, the following definitions shall apply:

1.1 *General Terms and Conditions*: the entirety of the provisions as stated below.

1.2 *For the Love of Art EU*: the proprietorship For the Love of Art EU, established in 's-Hertogenbosch and registered in the Trade Register of the Dutch Chamber of Commerce under number 64641244.

1.3 *The customer*: the natural person, not acting in the exercise of a profession or business, who enters or wishes to enter into an agreement with For the Love of Art EU.

1.4 *Agreement*: every agreement, as well as (legal) acts in preparation and execution thereof, with the purpose to have For the Love of Art EU deliver products by order of or for the benefit of the customer.

1.5 *Parties*: For the Love of Art EU and the customer together.

1.6 *Written*: all communication in writing, including communication by e-mail and digital messaging, provided that the identity of the sender and the authenticity of the communication is sufficiently established.

Article 2. Applicability of these general conditions

2.1 These general terms and conditions apply to every offer made by For the Love of Art EU and to every agreement concluded between For the Love of Art EU and the customer.

2.2 In principle, these general terms and conditions cannot be deviated from, unless the parties expressly agree otherwise in writing.

2.3 In the event that specific product or service conditions apply in addition to these general terms and conditions, the customer can, in the event of conflicting general terms and conditions, always rely on the applicable provision which is most favorable to him.

2.4 Any general (purchase or delivery) terms and conditions of the customer are expressly rejected.

2.5 The most recent version of the general terms and conditions of For the Love of Art EU is applicable. For the Love of Art EU can unilaterally amend and supplement these general terms and conditions at any time without prior notice and without giving reasons. Amendments will also apply in respect of already concluded agreements. For the Love of Art EU will provide the customer with the most recent version of the general terms and conditions or publish them on its website. The customer, not acting in the exercise of profession or business, has the right to terminate the agreement, if he does not agree with a (major) change in the general conditions.

2.6 If one or more provisions of these general terms and conditions are at any time wholly or partially void, declared void or annulled, the remaining provisions of these general terms and conditions shall remain fully applicable. Parties will consult to agree on a new provision to replace the void or voided provision. The purpose and purport of the original provision will be taken into account as much as possible.

2.7 If For the Love of Art EU on its own initiative in favor of the customer deviates from these general terms and conditions, the customer can never derive any rights from this.

2.8 The Dutch text of the general terms and conditions is at all times binding and of decisive significance, if the general terms and conditions in another language have been validated between For the Love of Art EU and the customer and there is a contradiction or lack of clarity in the general terms and conditions.

Article 3. Offer

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

3.2 The offer is without engagement. For the Love of Art EU is entitled to change and adjust the offer.

3.3 The offer contains a complete and accurate description of the offered products. The description is sufficiently detailed to allow a proper assessment of the offer by the customer.

3.4 All images, sizes, weights etc. of the products which are provided by For the Love of Art EU in the context of the offer are indications and are only intended to give a general idea of the

products offered. Deviations in images, sizes, weights and/or other specifications mentioned in the offer cannot be a reason for compensation or dissolution of the agreement.

3.5 Every offer of For the Love of Art EU contains such information that it is clear to the customer what his rights and obligations are, which are attached to the acceptance of the offer. This concerns in particular:

- the price including taxes;
- the costs of shipment;
- the way in which the agreement will be concluded and which actions are necessary for this;
- whether or not the right of withdrawal is applicable;
- the method of payment and the method of delivery of the products.

3.6 An offer may be based on information provided by the customer. If after the offer it appears that the data provided deviate from the prevailing circumstances, For the Love of Art EU has the right to adjust the prices and other relevant conditions. Offers are valid while stocks last.

3.7 For the Love of Art EU cannot be held to its offer if the customer understands or could reasonably understand that the offer, or a part thereof, contains an obvious mistake, slip, printing, typesetting or typing error.

3.8 Offers do not automatically apply to repeat orders.

Article 4. Conclusion of the agreement

4.1 The agreement comes into effect the moment the customer accepts the offer of For the Love of Art EU and fulfills the conditions imposed by that offer.

4.2 For the Love of Art EU confirms the receipt of the acceptance of the offer without delay. Until the moment that For the Love of Art EU has sent this confirmation, the customer can dissolve the contract.

4.3 In exception to the first paragraph, the agreement is only concluded after For the Love of Art EU has been informed, within the legal framework, whether the customer can meet his payment obligation and of other facts and factors which are important to be able to enter into an agreement in a responsible way. In case of sufficient grounds for refusal, For the Love of Art EU has the right not to enter into the agreement or at least to dissolve it or to attach special conditions to the agreement.

4.4 All products delivered by For the Love of Art EU remain the property of For the Love of Art EU until the moment the customer has completely fulfilled all his payment obligations towards For the Love of Art EU on account of any agreement concluded with For the Love of Art EU for the delivery of products, including claims relating to shortcomings in the fulfilment of such an agreement.

Article 5. The right of withdrawal

5.1 The right of withdrawal applies only to consumers and not to customers acting in the course of a profession or business (business customers).

5.2 The right of withdrawal does not apply to tailor-made, custom-made products.

5.3 In the case of a remote purchase, the customer can dissolve the contract relating to the purchase of a product during a 14-day period of reflection without giving reasons. For the Love of Art EU may ask the customer about the reason for withdrawal, but the customer is not obliged to give any reason(s).

5.4 The withdrawal period mentioned in the third paragraph starts on the day after the customer, or a third party designated in advance by the customer, has received the product, or:

- if the customer has ordered several products in the same order: the day on which the last product is received;
- if delivery of a product consists of several parts: the day on which the last part is received.

5.5 During the reflection period, the customer is obliged to handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to assess whether he wishes to keep the product.

5.6 If the customer violates his obligation referred to in the fifth paragraph of this article, the customer is liable for any depreciation in value of the product in question.

5.7 If the customer wants to use his right of withdrawal, he has to notify For the Love of Art EU within 14 days after receiving the product. The customer must make this known by means of the standard withdrawal form or by another means of communication such as e-mail. After the

customer has expressed his wish to exercise his right of withdrawal, the customer has to return the product within 14 days. The customer must prove that the delivered products were returned in time, for example by means of proof of shipment.

5.8 The product must be returned in its original condition and packaging, if reasonably possible and in accordance with the instructions given by For the Love of Art EU.

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

5.10 For the Love of Art EU will refund to the customer the purchase amount of the product, including the shipping costs paid, except for the return costs, at the latest within 14 days following the day of notification of the withdrawal by the customer to For the Love of Art EU.

5.11 Refund will be free of charge and in the same way as the payment was made, unless the customer agrees to another method of refund.

5.12 If the customer has not expressed his intention to use his right of withdrawal within 14 days or has not returned the product to For the Love of Art EU, the purchase is a fact.

Article 6. Exclusion of the right of withdrawal

6.1 For the Love of Art EU can exclude the customer's right of withdrawal for products as defined in this article. Exclusion of the right of withdrawal is possible for products:

- which have been made by For the Love of Art EU in accordance with the customer's specifications (custom-made products);
- which are clearly personal in nature;
- which cannot be returned due to their nature;
- Which spoil or age quickly;
- whose price is subject to fluctuations in the financial market and the raw materials/ingredients market on which For the Love of Art EU has no influence;
- For individual newspapers and magazines;
- for audio and video recordings and computer software of which the customer has broken the seal;
- for hygienic products of which the customer has broken the seal and/or opened the package.

Article 7. Prices

7.1 All prices used by For the Love of Art EU are in euros, including VAT and excluding other costs, such as other government levies, travel, packaging, delivery and shipping costs, import and export duties, excise duties and (other) third party costs, unless otherwise stated or agreed upon. The costs for delivery will become visible in the shopping cart when ordering via the website.

7.2 All prices are subject to printing, typesetting or typing errors. No liability is accepted for the consequences of printing, typesetting or typing errors and For the Love of Art EU is not obliged to deliver the product according to the incorrect price. This also applies in case of orders consisting of several parts or packages.

7.3 For the Love of Art EU reserves the right to adjust its prices in the interim. During the agreement with the customer, For the Love of Art EU will not increase the prices of the products offered or ordered, except for price increases as a result of legislation and regulations, exchange rates, import and export duties, excise duties, levies, taxes as well as price increases on the market and/or auction and the price increase in or outside the European Union.

7.4 Notwithstanding the previous paragraph, For the Love of Art EU can offer products whose prices are subject to fluctuations in the financial market and the raw materials/ingredients market, over which For the Love of Art EU has no influence, with variable prices.

7.5 The currency value and exchange rate at the time of the invoice date is decisive at all times.

Article 8. Payment and collection

8.1 For payment the customer can only use the payment options offered by For the Love of Art EU.

8.2 Payment of the invoice has to be made within 14 days after invoice date, unless a different payment term has been expressly agreed upon in writing.

8.3 For the Love of Art EU reserves at all times the right to require (full) prepayment or any other security for payment from the customer. The customer is responsible for providing the correct bank and/or payment details to settle the invoice, as well as the responsibility to make the payment within the stipulated period.

8.4 Objections to the invoice do not suspend the customer's obligation to pay.

8.5 Payment shall, subject to mandatory provisions for consumers, be made without deduction, set-off or suspension for whatever reason.

8.6 In case of non-timely or incomplete payment, For the Love of Art EU reserves the right to suspend the execution of the contract with immediate effect or to cancel it by means of a written statement.

8.7 In the event of non-timely or incomplete payment, the customer will first receive a written notice of default, whereby an additional period of 14 days from the day of receipt of this notice of default is offered to still meet the payment obligation, before they are in default.

8.8 If no payment follows the written notice of default referred to in the previous paragraph, the customer shall be in default. The extrajudicial collection costs on the principal sum shall be calculated in accordance with the Extrajudicial Collection Costs Decree.

- 15% over the first € 2.500,- with a minimum of € 40,-.
- 10% over the next € 2.500,-
- 5% over the next € 5.000,-.
- 1% over the next € 190.000,-
- 0.5% over the excess, with a maximum of € 6.775,-

8.9 The payments made by the customer will first be deducted by For the Love of Art EU from all interest and costs due and then from the longest outstanding payable invoices.

8.10 In case of a joint order, the customers, insofar as the orders or products are delivered on behalf of the joint customers, are jointly and severally liable for payment of the invoice amount, regardless of the name on the invoice.

Article 9. Default of payment

9.1 For the Love of Art EU is entitled to terminate the agreement in writing without further notice of default and without judicial intervention, at the time when the customer:

- is declared bankrupt or files for bankruptcy;
- applies for (temporary) suspension of payment;
- is the subject of an attachment order;
- is placed under guardianship or administration;
- otherwise loses the power of disposition or legal capacity with respect to all or part of his assets.

Article 10. Conformity and warranty

10.1 For the Love of Art EU guarantees that the products comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement, as far as can reasonably be expected from For the Love of Art EU. The products of For the Love of Art EU are handmade. The customer should exercise due care when using handmade products.

10.2 Guarantees never extend beyond what has been explicitly agreed upon or provided to For the Love of Art EU by the maker of the product. For the Love of Art EU gives no guarantees of its own with respect to the delivered products.

10.3 Any defects or wrongly delivered products must be reported to For the Love of Art EU in writing within 7 days after delivery. Return of the products must be in the original packaging and in original condition. In case of return, For the Love of Art EU will refund the purchase amount of the product, including the paid shipping costs to the customer.

10.4 If a product is recalled by the maker of the product, For the Love of Art EU will inform the customer as soon as possible. In that case, For the Love of Art EU will refund the purchase amount of the product, including the paid shipping costs to the customer.

10.5 For the Love of Art EU is not responsible for the ultimate suitability of the products for each individual application by the customer, nor for any advice regarding the use or application of the products.

10.6 The warranty does not apply if:

- the customer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;
- the delivered products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to the instructions of For the Love of Art EU and/or on the packaging;
- the defectiveness is wholly or partially the result of regulations which the government has set or will set regarding the nature or quality of the products.

Article 11. Delivery

11.1 For the Love of Art EU will take the greatest possible care when executing orders for products.

11.2 The place of delivery is the address which the customer has made known to For the Love of Art EU.

11.3 Taking into account what is mentioned in the fifth paragraph of this article, For the Love of Art EU will execute and ship accepted orders within 7 working days within the Netherlands, unless the customer has agreed to a longer delivery period. If an order can not or only partially be executed, the customer will be informed about this within 2 working days after he has placed the order. Ordered products can be picked up within 2 to 3 working days at a location specified by For the Love of Art EU.

11.4 If the order cannot or only partially be executed and there is no question of force majeure as referred to in article 14 of these general terms and conditions, the customer has the right to dissolve the agreement without costs. The customer is not entitled to any damages.

11.5 All delivery terms are indicative and are never to be considered as deadlines. The customer cannot derive any rights from any terms mentioned. Exceeding such a term does not entitle the customer to compensation.

11.6 In case of dissolution in accordance with the fourth paragraph of this article, For the Love of Art EU will refund the purchase amount and any shipping costs paid by the customer as soon as possible, but at the latest within 14 days after dissolution.

11.7 If delivery of an ordered product turns out to be impossible, For the Love of Art EU will make an effort to provide a replacement product if desired.

11.8 The risk of damage and/or loss of products rests with For the Love of Art EU until the moment of delivery to the customer or a third party designated in advance and made known to For the Love of Art EU, except for what has been determined in these general terms and conditions. Own transportation of products by the customer upon collection is at the customer's own expense and risk. Delivery of the products by For the Love of Art EU is done up to the door and/or the agreed delivery location.

Article 13. Suspension and dissolution

13.1 For the Love of Art EU has the right to suspend the fulfillment of its obligations, until the moment that all due and payable claims on the customer have been paid in full, if (1) the customer does not (properly) fulfill his obligations under the agreement, or (2) if For the Love of Art EU has become aware of circumstances which give it good reason to fear that the customer will not be able to (properly) fulfil his obligations or (3) if the customer was asked to provide security for the fulfillment of his obligations under the agreement when the agreement was concluded and this security is not forthcoming.

13.2 For the Love of Art EU is also authorized to (have) the agreement dissolved in the situations mentioned in the first paragraph of this article, or if other circumstances arise which are of such a nature that fulfillment of the agreement is impossible or can no longer be required by standards of reasonableness and fairness.

13.3 Dissolution shall take place by written notice and without judicial intervention.

13.4 If the agreement is dissolved, the claims of For the Love of Art EU on the customer are immediately due and payable.

13.5 For the Love of Art EU reserves the right to claim damages and is not liable for any damages or costs incurred by the customer or third parties.

Article 14. Force majeure

14.1 If the execution of the agreement becomes impossible due to a cause which cannot be attributed to For the Love of Art EU or as a result of which fulfillment of its obligations cannot reasonably be required from For the Love of Art EU, including but not limited to illness of its own or enlisted third parties, malfunctions in the computer network or other technical failures, shortcomings of engaged third parties, such as producers/makers of products of For the Love of Art EU, late or incomplete delivery by postal and delivery services and other stagnation in the normal course of business within its company, then For the Love of Art EU is entitled to suspend the execution of the agreement.

14.2 In these general terms and conditions, force majeure shall mean: a circumstance which cannot be attributed to the fault of For the Love of Art EU and which cannot be for the account of For the Love of Art EU by virtue of the law, legal act or generally accepted practice.

14.3 In case of force majeure, For the Love of Art EU will make reasonable efforts to provide an alternative solution if desired.

14.4 If the force majeure situation occurs at the moment that the obligations of For the Love of Art EU have been partially fulfilled, For the Love of Art EU is entitled to invoice the already fulfilled part. The customer is obliged to pay this invoice as if it were a separate agreement.

14.5 From the moment that the force majeure situation has lasted for at least 30 days or is of a permanent nature, both parties are entitled to (partially) terminate the agreement by means of a written notification, without judicial intervention, without the parties being able to claim any damages.

Article 15. Intellectual property rights

15.1 For the Love of Art EU reserves all rights regarding products of the mind which it uses or has used in the framework of the execution of the agreement with the customer, insofar as rights in a legal sense can exist or be established on these products.

15.2 The products delivered by For the Love of Art EU may never be reproduced or resold, in whole or in part, unless otherwise agreed in writing.

15.3 The contents of the website of For the Love of Art EU including but not limited to: the texts, images, design, publications, brands and domain names, are the property of For the Love of Art EU or its licensors and are protected by intellectual property rights, including copyright. Users of the website are expressly prohibited from duplicating, processing, exploiting or otherwise disclosing (part of) the website, information on the website or other material displayed on the website without For the Love of Art EU's prior consent.

15.4 All copyrights and intellectual property rights on the intellectual products developed by For the Love of Art EU are and will remain the exclusive property of For the Love of Art EU, regardless of whether they have been made available to the customer or to third parties.

15.5 The rights of intellectual property which For the Love of Art EU licenses are never to be changed, duplicated, disclosed or exploited by the customer.

15.6 After the end of the agreement, neither the customer nor For the Love of Art EU have any duty of retention towards each other in respect of the information and data used, subject to the statutory retention obligation.

15.7 The customer is, in case of violation of the provisions of this article, obliged to fully compensate all damages suffered by For the Love of Art EU and third parties.

Article 16. Liability and indemnity

16.1 If the customer proves that he has suffered damage as a result of an attributable shortcoming of For the Love of Art EU, which results from or is related to the execution of the agreement, the liability of For the Love of Art EU is limited to the amount which is paid out by a liability insurance company and in the absence of (full) payment of the damage amount by an insurance company, the liability is limited to the (part of the) invoice amount to which the liability relates.

16.2 For the Love of Art EU is only liable for direct damage. Direct damage is exclusively understood to mean:

- the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these conditions;

- any reasonable costs incurred to have the faulty performance of For the Love of Art EU meet the agreement, insofar as these can be attributed to For the Love of Art EU;
- reasonable costs incurred to prevent or limit the damage, insofar as the customer proves that these costs have led to limitation of direct damage as meant in this article.

16.3 Liability of For the Love of Art EU for indirect damage, including but not limited to consequential damage, loss of profit, missed savings, mutilated or lost data or materials, immaterial damage or personal injury is excluded.

16.4 For the Love of Art EU is never liable for damage, of whatever nature, resulting from:

- supply of incorrect and/or incomplete data provided by or on behalf of the customer;
- use of the products for purposes other than those intended;
- damage to the products, due to careless handling by the customer;
- damaging or breaking the seal or packaging of an order or package during shipment by postal and delivery services;
- provision of incorrect product information by the producer/manufacturer of the product or other third parties;
- not following or incorrectly following advice and/or instructions of For the Love of Art EU by the customer;
- late or incomplete delivery by postal and delivery services;
- errors and/or malfunctions in used equipment or software;
- violation of intellectual property rights and/or privacy rights because third parties have gained unauthorized access to the information and/or data of For the Love of Art EU and/or the customer;
- violation of intellectual property rights because the customer infringes on intellectual property rights of third parties;
- errors and/or shortcomings by engaged third parties.

16.5 A claim for compensation by the customer must be submitted to For the Love of Art EU at the latest within 14 days after the customer has discovered or reasonably could have discovered the damage. Failing to file a claim for compensation in time, the right to compensation expires.

16.6 Circumstances resulting from rights and/or obligations under international and European as well as national laws and regulations can never result in any liability of For the Love of Art EU.

16.7 The customer shall indemnify and compensate For the Love of Art EU against all claims of third parties on account of or as a result of the execution of the agreement.

16.8 For the Love of Art EU has at all times the right, if and as far as possible, to undo or limit the customer's damage by delivering a new product.

16.9 The provisions of this article apply except for wilful intent or gross negligence on the part of For the Love of Art EU or its executives and if mandatory legal provisions oppose this.

Article 17. Confidentiality

17.1 When parties become aware of data of the other party which they know or could reasonably know to be of a confidential nature, they shall not disclose this data to third parties in any way. An exception applies if laws and regulations require disclosure or if this is necessary for the proper execution of the Agreement.

17.2 The party receiving confidential data shall only use it for the purpose for which it was provided. Data shall in any case be considered confidential if it is designated as such by one of the parties.

17.3 The data which the customer provides to For the Love of Art EU, For the Love of Art EU will at all times carefully process and keep, in accordance with the applicable laws and regulations.

Article 18. Complaints procedure

18.1 Complaints regarding delivered products and/or the invoice amount have to be made in writing to For the Love of Art EU within 7 days after receipt or the shipping date, or within 7 days after discovery of the defect, if the customer proves that he reasonably could not have discovered the defect earlier.

18.2 Complaints do not suspend the payment obligation of the customer.

18.3 The notice of default regarding the shortcoming of For the Love of Art EU should be described in as much detail as possible. After said term complaints will no longer be considered. All consequences of not immediately reporting are at the customer's risk.

18.4 For the Love of Art EU must be enabled to investigate the complaint and always has the right to improve the execution of the agreement. In case of a justified complaint, For the Love of Art EU will consult with the customer in order to reach a suitable solution.

18.5 The customer is never entitled to a full refund of the agreed or paid amount. A possible price reduction is always the choice of For the Love of Art EU.

18.6 The provisions in this article apply insofar as mandatory provisions relating to consumers do not oppose this.

Article 19. Applicable law and competent court

19.1 All cases to which these general terms and conditions apply shall be governed exclusively by Dutch law.

19.2 The applicability of the Vienna Sales Convention and other applicable International laws and regulations is expressly excluded.

19.3 The Dutch court in the district where For the Love of Art EU is located has, except for mandatory provisions, exclusive jurisdiction to take cognizance of any disputes between the parties. For consumers the court in the place of residence of the consumer is also competent to settle disputes.