

TRADE Terms and Conditions – www.museumgift.org; 25-03-2015 at Dongen / the Netherlands

Translation by www.thuiswinkel.org and adjusted by the trader himself.

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General Terms and Conditions

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. **Supplementary agreement:** an agreement in which a consumer obtains products, digital content and/or services via a distance contract, and a trader or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and the trader;
2. **Withdrawal period:** the period within which a consumer can make use of his right of withdrawal;
3. **Consumer:** a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
4. **Day:** calendar day;
5. **Digital content:** data that are produced and supplied in digital form;
6. **Extended duration transaction:** a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
7. **Durable medium:** every means - including emails - that enables a consumer or trader to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
8. **Right of withdrawal:** the possibility for a consumer to waive a distance contract within the withdrawal period;
9. **Delivering:** the trader will send the purchased items as soon as possible, after he has received the payment in his bank account (mostly within 5 working days – but with the exception of holidays, trade travels or sickness or other disabling circumstances of the trader).
10. **Trader:** a natural or legal person who offers products, (access to) digital content and/or services to consumers from a distance;
11. **Distance contract:** a contract concluded between a trader and a consumer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
12. **Model form for right of withdrawal:** the European model form for right of withdrawal that is included in Appendix I of these terms and conditions;

13. **Technique for distance communication:** means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time.
14. **Uniqueness of the products:** the items/replicas are produced in small series or as unique solitary items. There are changes that there might be small differences between the photos of items at the website of www.museumgift.org and the factual delivered goods.
15. **Store:** the trader keeps only a few items, replicas or products at his store, which could be delivered immediately (i.e. within 5 working days – with the exception of holidays, trade travels, sickness or other disabling circumstances of the trader).

Article 2 - Identity of the trader

Name trader: drs. L.F.M. van der Hoeven; handelsnaam: www.museumgift.org
(other trade names: museum.shop; replicas.shop; museum.store; replicas.store)
Registered address: Heuvel 20 ; 5101TD – DONGEN (N.B.) ; The Netherlands
Telephone nr.: 031(0)162-371033 / - 031(0)162371032 / 06-42794892
E-mailaddress: lucas@museumgift.org; lucasvdh3@gmail.com
Chamber of Commerce number: 57672342
VAT identification number: NL086902039B03

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that has been realized between an trader and a consumer.
2. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. By clicking at the button – indicating the conditions of the trade - at the website, the consumer agrees that he has no objections against these sales conditions.
3. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, in what way the general terms and conditions are available as an electronic document (as a PDF-format) which the consumer is able to receive as a copy at his Personal Computer. The consumer is free to use this copy for his personal needs.
4. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of illustrations, these will be a true representation of the products and/or services being offered. The trader is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer.
4. At the website are photos of the goods which could be ordered and delivered. Because these items, replicas are produced in small series or as unique solitary items, there might be small differences between the photos of items at the website of www.museumgift.org and the factual delivered goods.
5. The items/replicas are produced in small series or as unique solitary items. That is why the trader keeps only a few items, replicas or products at his store, which could be delivered immediately (i.e. within 5 working days – with the exception of holidays, trade travels, sickness or other disabling circumstances of the trader).
6. When the items, replicas could **not** be delivered immediately (i.e. within 5 working days – with the exception of holidays, trade travels, sickness or other disabling circumstances of the trader); then the items will be ordered for by the trader as soon as possible with the producers.

7. The production takes place in Third World countries, like Egypt, Uganda and India. The producers could not always deliver the goods in time (less than 30 days) because of local circumstances. The consumer will be informed by the trader – as soon as possible – that : a) immediate delivery of the ordered goods is not possible; b) the consumer's consent will be asked by the trader that the delivery at a later time will be agreed upon.

Article 5 - The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
3. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.
5. The trader will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
 - a. the office address of the trader's business location where the consumer can lodge complaints;
 - b. the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
 - c. information on guarantees and existing after-sales service;
 - d. the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract;
 - e. the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite;
 - f. if the consumer has a right of withdrawal, the model form for right of withdrawal.
6. In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products

1. When purchasing products, a consumer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
2. The period stipulated in para. 1 commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
 - a. if the consumer has ordered several products: the day on which the consumer, or a third party designated by the consumer, received the last product. The trader may refuse a single order for several products with different delivery dates, provided he clearly informed the consumer of this prior to the ordering process.
 - b. if the delivery of a product involves different deliveries or parts: the day on which the consumer, or a third party designated by the consumer, received the last delivery or the last part;
 - c. with contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by the consumer, received the last product.

Article 7 - Consumers' obligations during the withdrawal period

1. During the withdrawal period, the consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the consumer may only handle and inspect the product in the same way that he would be allowed in a shop.
2. The consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.

3. The consumer is not liable for the product's devaluation if the trader did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 8 - Consumers who exercise their right of withdrawal and the costs involved

1. A consumer who wants to exercise his right of withdrawal shall report this to the trader, within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 14 days after the day of reporting as referred to in para. 1, the consumer shall return the product, or hand it over to (a representative of) the trader. This is not necessary if the trader has offered to collect the product himself. The consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
3. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. ***The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer.***
5. ***The consumer bears the direct costs of returning the product. If the trader has not declared that the consumer shall bear these costs or if the trader indicates a willingness to bear these costs himself, then the consumer shall not be liable to bear the costs of returning goods.***
6. If the consumer exercises his right of withdrawal all contracts are juridical nullified.

Article 9 - Traders' obligations in a case of withdrawal

1. If the trader makes it possible for a consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt (with the exception of holidays, trade travels or sickness or other disabling circumstances of the trader) – in which case there will be some due delay. In those special unforeseen circumstances, the trader has the right to inform the consumer not later than in one month time.
2. The trader reimburses the consumer immediately with all payments, including any delivery costs the trader charged for the returned product, though at the latest within 31 days after the day on which the consumer reported the withdrawal. Except in cases in which the trader has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier.
3. For any reimbursement, the trader will use the same payment method that was initially used by the consumer, unless the consumer agrees to another method. Reimbursement is free of charge for the consumer.

Article 10 - Precluding the right of withdrawal

The trader can preclude the right of withdrawal for the following products and services, but only if the trader stated this clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services whose prices are subject to fluctuations on the financial market over which the trader has no influence and which can occur within the period of withdrawal;
2. Contracts concluded during a public auction. A public auction is defined as a sales method whereby a trader offers products, digital content and/or services at an auction, under the directions of an auctioneer, and whereby the successful purchaser is obliged to purchase the products, digital content and/or services;
3. Products manufactured according to the consumer's specifications, which were not prefabricated and were made based on a consumer's specific choice or decision, or which are clearly intended for a specific person.

Article 11 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the trader may offer products or services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.

3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Price increases more than 3 months after the contract was concluded are only permitted if the trader stipulated as much and:
 - a. they are the result of statutory regulations or stipulations; or
 - b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. Prices stated in offers of products or services include VAT.

Article 12 - Contract fulfilment and extra guarantee

1. The trader guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. An extra guarantee arrangement offered by the trader, manufacturer or importer can never affect the statutory rights and claims that a consumer can enforce against the trader on the grounds of the contract if the trader failed to fulfil his part in the contract.
3. An extra guarantee is defined as every commitment of a trader, his supplier, importer or manufacturer that grants a consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 13 - Supply and implementation

1. In advance payment - by means of the RABO-bank program 'Omnikassa' – there is a standard delay of two days administration time between the order by the consumer and the factual payment at the account of the trader. Only after receiving the factual payment, the delivery by the trader will take place within 3 working days as possible in the given circumstances - but with the exception in case of holidays, trade travels or sickness or other disabling circumstances of the trader. Because of the uniqueness of the items / replicas involved, sometimes the delivery might take some more time. As soon as possible the trader will inform the consumer about the longer involved waiting time (longer than one week).
2. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
3. The place of delivery is deemed to be the address that the consumer makes known to the company.
4. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.
5. Following dissolution in accordance with the previous paragraph, the trader refunds the consumer immediately the sum he had paid.
6. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previous designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 14 - Extended duration transactions: duration, termination and prolongation

1. The consumer has a right at all times to terminate an open-ended contract and not being subjected to the agreed termination rules and a period of notice that does not exceed one month.
2. By the on the website placed 'Model form for right of withdrawal' , the consumer can inform the trader about the returning of the goods involved.
3. The consumer keeps the agreed upon time for returning the goods involved – unless there is an explicit agreement made upon a longer duration for the returning of the goods.

Article 15 - Payment

1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by the consumer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the contract. In the case

of a contract to provide a service, this 14-day period starts on the day after the consumer received confirmation of the contract.

2. When selling products to consumers, by the general terms and conditions the consumer is obliged to pay the whole due payment in advance. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.
4. If a consumer fails to fulfil his payment obligation(s) in good time, after the trader has informed the consumer about the late payment, the consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and the trader has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. The trader can make departures from these sums and percentages that are favorable to the consumer.

Article 16 - Complaints procedure

1. The trader provides for a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to the trader without delay, in full and with clear descriptions.
3. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time - due to the holidays, trade travels, sickness or other disabling circumstances of the trader - then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.
4. If a complaint that cannot be solved in joint consultation within a reasonable period of three months time after it was submitted, then it becomes a dispute that is subject to the disputes settlement scheme.

Article 17 - Disputes

1. Contracts entered into between a trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.

Article 18 - Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.