

General terms and conditions Painting with beads

Definitions

1. Painting with beads: Painting with beads, established in Zoetermeer, Chamber of Commerce no. 82649677.
2. Customer: the one with whom Painting with beads has entered into an agreement.
3. Consumer: a customer who is an individual acting for private purposes.
4. Parties: Painting with beads and customer together.

Applicability

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements, and deliveries of products by or on behalf of Painting with beads.
2. Parties can only deviate from these terms and conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and quotations

1. Offers and quotations from Painting with beads are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 30 days unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders unless the parties have agreed upon this explicitly and in writing.

Acceptance

1. Upon acceptance of a quotation or offer without engagement, Painting with beads reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligation towards the customer.
2. Verbal acceptance of the customer only commits Painting with beads after the customer has confirmed this in writing (or electronically).

Prices

1. All prices used by Painting with beads are in euros.
2. All prices on the website of Painting with beads are inclusive VAT and exclusive any other costs such as shipping- or transport costs, unless expressly stated otherwise or agreed otherwise.
3. Painting with beads is entitled to adjust all prices for its products or services, shown on its website or otherwise, at any time.
4. Painting with beads will communicate price adjustments to its corporate customers prior to its commencement.
5. The customer has the right to terminate an agreement as a result of a price increase if he does not agree with the price increase.

Payment

1. Payment by a consumer is made immediately upon purchase in the webshop.
2. Payment by a corporate customer must be made within fourteen days of the invoice date to a bank account designated by Painting with beads, unless expressly agreed otherwise in writing.

Consequences of late payment

1. If the customer does not pay within the agreed term, Painting with beads is entitled to charge an interest of 2% per month for non-commercial transactions and an interest of 8% per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Painting with beads.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Painting with beads may suspend its obligations until the customer has met its payment obligation.

5. In the event of liquidation, bankruptcy, attachment, or suspension of payment on the part of the customer, the claims of Painting with beads on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the execution of the agreement by Painting with beads, he is still obliged to pay the agreed price to Painting with beads.

Sample

If the customer has received a sample of a product, he cannot derive any rights from this other than that it is an indication of the nature of the product, unless the parties have explicitly agreed that the products be supplied conform the sample.

Right of recovery of goods

1. As soon as the customer is in default, Painting with beads is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. Painting with beads invokes the right of recovery by means of a written or electronic announcement.
3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to Painting with beads, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.

Packaging and shipping

1. If the packaging of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In absence of which Painting with beads cannot be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Painting with beads. In absence of which Painting with beads cannot be held liable for any damage.

Right of withdrawal consumer (digital and non-digital products)

1. A consumer cannot cancel the purchase of a digital product purchased online (a PDF file without sealing that can be downloaded immediately after payment).
2. The consumer must report problems with downloading of a digital product, within 14 days after purchase, via contact@paintingwithbeads.com.
3. The consumer must report damage to a non-digital product within 14 days of receipt of this product via contact@paintingwithbeads.com. See also the article of these general terms and conditions about 'packaging and shipping'.
4. The consumer is obliged to return a damaged non-digital product to Painting with beads within 14 days after making its right of withdrawal known, in absence of which its right of withdrawal will lapse.

Right of withdrawal corporate customer (non-digital products)

1. A corporate customer can cancel a purchase during a reflection period of 14 days without giving any reason, provided that:
 - The product has not been used.
 - It is not a product that has been custom-made or modified especially for the customer.
 - The customer has not waived its right of withdrawal.
2. The reflection period of 14 days as referred to in paragraph 1 starts at the day after the customer has received the last product of 1 order.
3. The corporate customer must notify the cancellation of the purchase, during the reflection period referred to in paragraph 2, via contact@paintingwithbeads.com.
4. The corporate customer must report damage to a product, within 14 days after receipt of this product, via contact@paintingwithbeads.com. See also the article about 'packaging and shipping' of these general terms and conditions.
5. The corporate customer is obliged to return a (damaged) product to Painting with beads within 14 days after making its right of withdrawal known, in absence of which its right of withdrawal will lapse.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

Right of retention

1. Painting with beads can appeal to its right of retention of title and in that case retain the products sold by Painting with beads to the customer, until the customer has paid all outstanding invoices with regard to Painting with beads, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Painting with beads.
3. Painting with beads is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Settlement

The customer waives its right to settle any debt to Painting with Beads with any claim on Painting with Beads.

Retention of title

1. Painting with beads remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Painting with beads under whatever agreement concluded with Painting with beads, including claims regarding shortcomings in the performance.
2. Until then, Painting with beads can invoke its retention of title and take back the goods.
3. Before the ownership is transferred to the customer, the customer may not pledge, sell, dispose of, or otherwise encumber the products.
4. If Painting with beads invokes its retention of title, the agreement will be dissolved and Painting with beads has the right to claim compensation, lost profit, and interest.

Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at the address indicated by the customer.
3. If the agreed price is not paid or not paid in time, Painting with beads has the right to suspend its obligations until the agreed price has been paid in full.
4. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Painting with beads.

Delivery period

1. Any delivery period specified by Painting with beads is indicative and does not give the customer the right to dissolution or compensation if this period is not met unless the parties have expressly agreed otherwise in writing.
2. The delivery period starts after Painting with beads has received a signed offer or quotation from the customer which is confirmed in writing or electronically to the customer by Painting with beads.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Painting with beads cannot deliver within 14 days after being summoned to do so in writing or the parties have agreed otherwise.

Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place on time.

Shipping- and transport costs

Shipping- and transport costs are on behalf of the customer unless the parties have agreed upon otherwise.

Guarantee

1. The warranty relating to products only applies to defects caused by faulty manufacture, construction, or material.
2. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, negligence, or improper use by the customer, or when the cause of the defect cannot clearly be determined.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, will pass on to the customer when these products are legally and/or factually delivered or are under the control of the customer or of a third party who receives the product on behalf of the customer.

Intellectual property

1. Painting with beads retains all intellectual property rights regarding its (digital) products.
2. The customer may not, without the prior written consent of Painting with beads, copy, show to third parties and/or make (digital) products available or use them in any other way.

Penalty clause

1. If the other party violates the article of these general terms and conditions about 'intellectual property', he forfeits an immediately due and payable fine for each violation in favour of Painting with beads.

- If the other party is a consumer, this fine is € 1.000,-- per violation.
- If the other party is a legal person, this fine is € 5.000,-- per violation.

2. In addition, the other party forfeits an amount of 5% of the amount mentioned in paragraph 1 for each day that the violation continues.

3. No prior notice of default or legal proceedings are required for forfeiture of this fine. There is also no need for any kind of damage.

4. Forfeiture of the fine referred to in the first paragraph of this article does not affect the other rights of Painting with beads, including its right to claim compensation in addition to the fine.

Indemnity

The customer indemnifies Painting with beads against all third-party claims related to the products delivered by Painting with beads.

Complaints

1. The customer must examine a product delivered by Painting with beads as soon as possible for possible shortcomings.
2. If a delivered product does not comply with what the customer could reasonably expect from the agreement, the customer must inform Painting with beads as soon as possible, but in any case, within 14 days after the discovery of the shortcomings, via contact@paintingwithbeads.com.
3. The customer gives as detailed a description as possible of the shortcoming, so that Painting with beads is able to respond adequately.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.
5. If a complaint relates to ongoing work, this can in any case not lead to Painting with beads being forced to perform other work than has been agreed.
6. If Painting with beads determines that a customer's complaint is justified, Painting with beads will replace the product with an undamaged product, in accordance with the order or if this is no longer possible, credit the invoice partially or completely. Shipping-/transport costs for replacement are at the expense of Painting with Beads.

Notice of default

1. The customer must provide any notice of default to Painting with beads in writing.
2. It is the customer's responsibility that a notice of default actually reaches Painting with beads (in time).

Joint and several customers liability

If Painting with beads enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts due to Painting with beads under that agreement.

Liability Painting with beads

1. Painting with beads is only liable for any damage that the customer suffers if and insofar as this damage is caused by deliberate recklessness.
2. If Painting with beads is liable for any damage, it is only liable for direct damage that results from or is related to the execution of an agreement.
3. Painting with beads is never liable for indirect damage, such as consequential damage, missed/lost profit, missed/lost savings, or damage to third parties.
4. If Painting with beads is liable, its liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, and colours on the website, in quotations and in samples are only indicative and approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiration

Any right of the customer for compensation from Painting with beads shall, in any case, expire within 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions in Article 6:89 of the Dutch Civil Code.

Right to dissolution

1. The customer has the right to dissolve the agreement if Painting with beads imputably fails to fulfil its obligations unless this shortcoming does not justify termination due to its special nature or it is of minor significance.
2. If the fulfilment of the obligations by Painting with beads is not permanently or temporarily impossible, dissolution can only take place after Painting with beads is in default.
3. Painting with beads has the right to dissolve the agreement with the customer, if the customer does not fully or not timely fulfil its obligations under the agreement, or if circumstances give Painting with beads good grounds to fear that the customer will not be able to fulfil its obligations properly.

Force majeure

1. In addition to the provisions of Article 6:75 Dutch Civil Code, a shortcoming of Painting with beads in the fulfilment of any obligation with regard to the customer cannot be attributed to Painting with beads in any situation independent of the will of Painting with beads, as a result of which the fulfilment of its obligations towards the customer is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be required from Painting with beads.
2. The force majeure situation referred to in paragraph 1 is also applicable - but is not limited to: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); default and force majeure of suppliers, deliverers or other third parties; unexpected disturbance of power, electricity, internet, computer and/or telecom; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions.
3. If a force majeure situation occurs as a result of which Painting with beads cannot fulfil one or more obligations towards the customer, these obligations will be suspended until Painting with beads can comply with them.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Painting with beads does not owe any (damage) compensation in a force majeure situation, even if it has obtained any advantages as a result of the force majeure situation.

Changing an agreement

If, after the conclusion of the agreement it appears necessary for its implementation to change or supplement its content, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

Changes in the general terms and conditions

1. Painting with beads is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be communicate to the customer by Painting with beads, as much as possible in advance.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights, deferring from an agreement with Paining with beads, to third parties without the prior written consent of Painting with beads.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove to be null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Painting with beads had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. All disputes arising from or related to the agreement will be submitted exclusively to the competent court in the district where Painting with beads is established unless the law prescribes otherwise.

Drawn up on September 26, 2021