

Terms and Conditions SigiArt (drawn up on July 1 2023)

Email: info@sigiart.nl

Website: www.sigiart.nl

Article 1 Definitions

1. SigiArt: SigiArt V.O.F.
2. Customer: the person with whom SigiArt has entered into an agreement.
3. Parties: SigiArt and Customer together.
4. Consumer: A Customer who is also an individual and who acts as a private person.

Article 2 Identity of the entrepreneur

1. Name of the entrepreneur
SigiArt V.O.F.
2. Trading under the name(s)
SigiArt
3. Business address
Stationstraat 5
5131BL Alphen North Brabant The Netherlands
4. Chamber of Commerce number
90865650
5. VAT number
NL865479537B01
6. Emailaddress
info@sigiart.nl

Article 3 Applicability

1. These conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of SigiArt.
2. SigiArt and the Customer can only deviate from these conditions if this has been agreed in writing.
3. SigiArt and the Customer expressly exclude the applicability of the general terms and conditions of the Customer or others.

Article 4 Offers and quotations

1. Offers and quotations from SigiArt are without obligation, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 14 days, unless a different period is stated in the offer or quotation.
3. If the Customer does not accept an offer or quotation within the applicable period, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeat orders, unless SigiArt and the Customer agree in writing.

Article 5 Acceptance

1. If a non-binding quotation or offer is accepted, SigiArt may withdraw the quotation or offer within 3 days of receipt of the acceptance, without the Customer being able to derive any rights from this.
2. Oral acceptance by the Customer only binds SigiArt after the Customer has confirmed this in writing or electronically.

Article 6 Prices

1. SigiArt uses prices in euros, including VAT and excluding any other costs such as administration or shipping costs, unless otherwise agreed in writing.
2. SigiArt may always change the prices of its services and products on its website and in other communications.
3. Increases in the cost prices of products or parts thereof, which SigiArt could not have foreseen at the time of making the offer or concluding the agreement, may give rise to price increases.
4. The Consumer has the right to cancel an agreement due to a price increase in paragraph 3, unless the increase is the result of a legal regulation.

Article 7 Samples and modules

1. If the Customer has received a sample or model of a product, he cannot derive any rights from it other than that it is an indication of the nature of the product, unless it has been agreed in writing that the products to be delivered correspond to the sample or model.

Article 8 Payments and payment term

1. SigiArt may require a down payment of up to 50% of the agreed amount when entering into the agreement.
2. The Customer pays for products when placing the order in the online store.
3. The Customer pays for products directly in the store.
4. The customer must make a subsequent payment within 14 days after delivery.
5. The payment terms used by SigiArt are strict payment terms. This means that if the Customer has not paid the agreed amount no later than the last day of the payment term, he is automatically in default and in default, without SigiArt having to send the Customer a reminder or give notice of default.
6. SigiArt may make delivery dependent on immediate payment or require security for the total amount of the services or products.

Article 9 Right of reclamation

1. If the Customer is in default, SigiArt may invoke the right of reclamation with regard to the unpaid products delivered to the Customer.
2. SigiArt exercises its right of reclamation by means of a written or electronic communication to the Customer.

3. As soon as the Customer has been informed of the invoked right of reclamation, the Customer must immediately return the products in question to SigiArt, unless otherwise agreed in writing.
4. The Customer pays the costs for retrieving or returning the products in paragraph 3.

Article 10 Right of Withdrawal

1. A Consumer may cancel an online purchase within 14 days of purchase without giving any reason.

This right of withdrawal does not apply when:

- the product has been used
 - it is a product that can spoil quickly, such as food or flowers
 - it is a product that has been tailor-made or adapted especially for the Consumer
 - it is a product that cannot be returned for hygienic reasons, such as underwear or swimwear
 - the seal is not intact when it concerns data carriers with digital content, such as DVDs or CDs
 - the product or service concerns accommodation, a trip, a restaurant business, transport, a catering assignment or a form of leisure activity
 - the product is a separate magazine or newspaper
 - the Consumer has waived his right of withdrawal
2. The reflection period of 14 days in paragraph 1 starts:
 - on the day after the Consumer has received the last product or part of 1 order
 - once the Consumer has confirmed that he will purchase digital content via the Internet
 3. The Consumer can use his reflection period by sending an email with that subject to info@sigiart.nl.
 4. The Consumer must return the product to SigiArt within 14 days after communicating his right of withdrawal, failing which his right of withdrawal will lapse.

Article 11 Reimbursement of delivery costs

1. If the Consumer has revoked his purchase on time and has returned the complete order to SigiArt on time, SigiArt will refund any shipping costs paid by the Consumer to the Consumer within 14 days of receipt of the fully returned order on time.
2. Delivery costs will only be borne by SigiArt if the entire order is returned.

Article 12 Reimbursement of return costs

1. If the Consumer invokes his right of withdrawal and returns the entire order on time, the Customer will pay the costs.

Article 13 Suspension right

1. Unless the Customer is a Consumer, he hereby waives the right to suspend the performance of any obligation arising from this agreement.

Article 14 Right of retention

1. SigiArt may exercise its right of retention and in that case retain the Customer's products until the Customer has paid all outstanding SigiArt invoices, unless the Customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements as a result of which the Customer still has to pay money to SigiArt.
3. SigiArt is not liable for any damage that the Customer suffers due to the use of his right of retention.

Article 15 Settlement

1. Unless the Customer is a Consumer, he waives his right to offset a debt to SigiArt against a claim against SigiArt.

Article 16 Retention of title

1. SigiArt remains the owner of all delivered products until the Customer has paid all outstanding invoices from SigiArt relating to an underlying agreement, including claims due to failure to comply.
2. Until that time in paragraph 1, SigiArt can exercise its retention of title and take back the goods.
3. Before ownership has been transferred to the Customer, the Customer may not pledge, sell, dispose of or encumber the products in any other way.
4. If SigiArt makes use of its retention of title, the agreement will be canceled and SigiArt may claim damages, lost profits and interest from the Customer.

Article 17 Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at SigiArt, unless otherwise agreed.
3. Delivery of products ordered online takes place at the address specified by the Customer.
4. If the Customer does not pay the agreed amounts or does not pay them on time, SigiArt may suspend its obligations until the Customer pays.

5. In the event of late payment, there is a creditor's default, as a result of which the Customer cannot object to SigiArt for late delivery.

Article 18 Delivery time

1. SigiArt's delivery times are indicative. If delivery is made later, the Customer cannot derive any rights from this, unless otherwise agreed in writing.
2. The delivery time starts when the quotation signed for approval by the Customer to SigiArt has been confirmed by SigiArt to the Customer in writing or electronically.
3. The Customer will not receive any compensation and may not cancel the agreement if SigiArt delivers later than agreed. The Customer may cancel the agreement if this has been agreed in writing or if SigiArt cannot deliver within 14 days, after having been notified in writing or if the Customer and SigiArt have agreed otherwise.

Article 19 Actual delivery

1. The Customer must ensure that the actual delivery of his ordered products can take place on time.

Article 20 Transportation costs

1. The Customer pays the costs for transport, unless the Customer and SigiArt have agreed otherwise in writing.

Article 21 Packaging and shipping

1. If the packaging of a delivered product is opened or damaged, the Customer must have the carrier make a note of this before receiving the product. If the Customer does not do this, he cannot hold SigiArt liable for any damage.
2. If the Customer arranges the transport of a product himself, he must report any visible damage to the products or the packaging to SigiArt prior to transport. If the Customer does not do this, he cannot hold SigiArt liable for any damage.

Article 22 Storage

1. If the Customer only accepts ordered products later than the agreed delivery date, the risk of any loss of quality is entirely for the Customer.
2. Any additional costs resulting from premature or late purchase of products will be entirely borne by the Customer.

Article 23 Guarantee

1. The warranty on products only applies to defects caused by defective manufacturing or construction or defective materials.
2. The warranty does not apply:
 - in case of normal wear and tear
 - for damage caused by accidents
 - for damage caused by changes made to the product
 - for damage due to negligence or improper use by the Customer
 - when the cause of the defect cannot be clearly identified
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties is transferred to the Customer at the

time when they are legally and/or actually delivered, or at least come under the control of the Customer or of a third party who receives the product on behalf of the Customer.

Article 24 Disclaimer

1. The Customer indemnifies SigiArt against all claims from others related to the products and/or services supplied by SigiArt.

Article 25 Complaints

1. The Customer must examine a product or service provided by SigiArt as quickly as possible for any shortcomings.
2. If a delivered product or service does not meet what the Customer could reasonably expect, the Customer must inform SigiArt thereof within 1 month after determining the shortcoming.
3. A Consumer must notify SigiArt of this within 2 months of discovering the shortcoming.
4. The Customer provides as detailed a description as possible of the shortcoming, so that SigiArt can respond appropriately.
5. The Customer must demonstrate that the complaint relates to an agreement between the Customer and SigiArt.
6. If a complaint concerns ongoing work, the Customer cannot demand that SigiArt perform other work than agreed.

Article 26 Notice of default

1. The Customer must notify SigiArt in writing of any notice of default.
2. The Customer is responsible for ensuring that his notice of default actually reaches SigiArt on time.

Article 27 Liability Customer

1. When SigiArt enters into an agreement with multiple Customers, each of them is jointly and severally liable for complying with the agreements in that agreement.

Article 28 Liability SigiArt

1. SigiArt is only liable for damage suffered by the Customer if that damage is caused by intent or deliberate recklessness.
2. If SigiArt is liable for damage, this only applies to direct damage related to the execution of an underlying agreement.
3. SigiArt is not liable for indirect damage, such as consequential damage, lost profits or damage to third parties.
4. If SigiArt is liable, this liability is limited to the amount paid out by a closed (professional) liability insurance policy. If no insurance has been taken out or no damage amount is paid out, liability is limited to (part of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are indicative only and cannot lead to any compensation, dissolution or suspension.

Article 29 Expiration period

1. Any right of the Customer to compensation from SigiArt expires 12 months after the event from which the liability arises directly or indirectly.

This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 30 Dissolution

1. The Customer may cancel the agreement if SigiArt attributable fails to fulfill its obligations, unless this failure does not justify termination due to its special nature or minor significance.
2. If SigiArt is still able to fulfill its obligations, dissolution can only take place after SigiArt is in default.
3. SigiArt may cancel the agreement with the Customer if the Customer does not fully or timely fulfill its obligations under the agreement, or if SigiArt has become aware of circumstances that give it good grounds to assume that the Customer will not fulfill its obligations.

Article 31 Force majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a shortcoming of SigiArt by the Customer cannot be attributed to SigiArt in the event of force majeure.
2. The force majeure situation in paragraph 1 also includes::
 - a state of emergency such as a civil war or natural disaster
 - non-performance or force majeure of suppliers, deliverers or others
 - power, electricity, internet, computer or telecom disruptions
 - computer viruses
 - strikes
 - government measures
 - transportation problems
 - bad weather conditions
 - work stoppages
3. If a force majeure situation occurs as a result of which SigiArt cannot fulfill 1 or more obligations to the Customer, those obligations will be suspended until SigiArt can fulfill them.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both the Customer and SigiArt may cancel the agreement in whole or in part in writing.
5. SigiArt does not have to pay compensation to the Customer in a force majeure situation, even if SigiArt benefits from this.

Article 32 Change of agreement

1. If it is necessary to change a concluded agreement for its implementation, the Customer and SigiArt can adjust the agreement. This does not apply to products that the Customer has purchased in a physical store.

Article 33 Changes to general terms and conditions

1. SigiArt may change these general terms and conditions.
2. SigiArt may always make changes of minor importance.
3. SigiArt will discuss major changes with the Customer in advance as much as possible.
4. A Consumer may terminate the underlying agreement in the event of a major change to the general terms and conditions.

Article 34 Transfer of rights

1. The Customer cannot transfer any rights under an agreement with SigiArt to others without written permission from SigiArt.
2. This provision applies as a clause with property law effect as in Article 3:83 paragraph 2 of the Dutch Civil Code.

Article 35 Consequences of nullity or void ability

1. If 1 or more provisions of these general terms and conditions prove to be void or voidable, this will not affect the other provisions of these terms and conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what SigiArt had in mind on that point when drawing up the conditions.

Article 36 Applicable law and competent court

Dutch law applies to these general terms and conditions and any underlying agreement between the Customer and SigiArt.

The judge in the district where SigiArt is established has exclusive jurisdiction to hear any disputes between the Customer and SigiArt, unless the law provides otherwise.