**GENERAL TERMS AND CONDITIONS OF SALE**

**Definitions**

In these terms and conditions of sale, the terms used below are defined as follows:

*conditions of sale*: the present general conditions of sale of Art Deco Trade.

*parties*: Art Deco Trade and buyer jointly.

*buyer*: every contracting party of Art Deco Trade, being a legal entity or a natural person who acts in the exercise of a profession or business.

*agreement*: the agreement concluded between Art Deco Trade and the buyer for the delivery of goods and /or an order to perform services.

*delivery*: placing one or more goods in the possession or control of the customer, as well as providing services.

*business*: the material objects to be supplied by Art Deco Trade pursuant to an agreement.

*services*: the (project) activities to be performed by Art Deco Trade under an agreement.

**Applicability**

1. Deviations from these terms and conditions are only valid insofar as these deviations have been agreed in writing by the parties.

2. The parties exclude the application of the Vienna Sales Convention to offers, quotations and agreements.

**Realisation of the agreement**

1. The contract is concluded by the acceptance of the offer.

2. The buyer cannot derive any rights from offers and/or provided offers, models, specifications of colors, dimensions, weights, capacities and other descriptions in brochures, promotional material and/or on the website(s) of Art Deco Trade.

**Prices and payments**

1. All prices used by Art Deco Trade are in euros and exclusive of VAT, unless explicitly agreed otherwise in writing.

2. Payment of the invoice must be made by the customer within 14 calendar days after the invoice date.

3. The customer shall be in default by operation of law after the expiry of this period and shall owe the statutory interest on the outstanding amount. The collection costs are for the account of the buyer. Insurance is not possible with a claim from the buyer on Art Deco Trade.

**Delivery**

1. Delivery takes place from the warehouse. The risk of the goods shall therefore pass to the buyer at the moment that the goods leave Art Deco Trade's warehouse, or at the moment that Art Deco Trade has informed the buyer that the goods can be picked up by him.

2. The cost price for the delivery/transport and the packaging in all countries is available on request.

3. The agreed term for Delivery shall not be considered to be a strict deadline.

4. If the buyer states that there is a shortcoming on the part of Art Deco Trade, the buyer must always give Art Deco Trade written notice of default, with a period of at least 30 calendar days to repair the alleged shortcoming, before Art Deco Trade can be in default.

5. Art Deco Trade shall at all times be entitled to deliver the goods cash on delivery and to require the buyer to pay a down payment of up to 50% of the invoice amount or to provide security. If the buyer does not comply with the request for a down payment or security within 5 working days, Art Deco Trade has the right to suspend the agreement or to dissolve it with immediate effect.

**Cancellation and cancellation**

1. If the customer cancels an agreement for delivery, the customer owes 20% of the agreed amount of the canceled agreement. If the buyer cancels an agreement 14 days before the planned delivery, the buyer owes the full amount in accordance with the agreement.

2. If the buyer fails to comply an obligation towards Art Deco Trade, Art Deco Trade shall be entitled to suspend the (further) performance of the agreement without prior notice to the buyer and only to continue it against payment or security . In that case, the customer will not be entitled to any compensation and his payment obligation will continue to exist.

3. Return shipments are for the account and risk of the buyer and can only take place after written approval.

**Reservation of title**

1. Art Deco Trade shall remain the owner of all goods supplied by Art Deco Trade, as long as the claim(s) for payment of the purchase price of all deliveries, as well as any ancillary claims, has not been fully paid by the buyer.

2. Items subject to a retention of title may only be resold in the context of normal business operations, provided that the buyer has also stipulated a retention of title to the delivered items with regard to his buyers.

3. The buyer is obliged to grant Art Deco Trade access to the place where these items are on first request.

4. The buyer shall be obliged to store the goods delivered under retention of title carefully and as recognizable property of Art Deco Trade. The buyer is obliged to insure against fire, explosion and water damage, as well as against theft or misappropriation, and to provide a copy of or inspection of the policies of these insurance policies at Art Deco Trade's first request for the duration of the reserved ownership.

**Complaints**

1. The buyer checks on delivery whether the goods comply with the agreement. Visible defects must be reported in writing no later than the day.

2. The non-visible defects must be reported to Art Deco Trade in writing and with reasons, within 7 days after delivery.

3. Claims of the customer expire 6 months after delivery.

4. Art Deco Trade can, at its own discretion, repair the defect, replace the defective goods or take back the goods (in part) and credit the buyer (in part) for the purchase price of the goods in question.
5. A report or complaint has no suspensory or liberating effect with regard to payment obligations.

6. Minor deviations or, in the opinion of Art Deco Trade, unfounded complaints do not give the right to repair, replacement and/or (partial) credit.

**Intellectual property**

1. Art Deco Trade is and remains the (sole) owner of all intellectual property rights and know-how that rest on, arise from, are related to and/or belong to the items supplied by Art Deco Trade.

2. The buyer guarantees that all information to be provided or provided by him to Art Deco Trade does not infringe an intellectual property right of third parties and indemnifies Art Deco Trade against claims based on infringement of intellectual property rights of third parties.

3. Art Deco Trade has the right to use the knowledge it has gained through the implementation of an agreement for its benefit.

**Limitation of liability**

1. Barring intent or deliberate recklessness on the part of Art Deco Trade, Art Deco Trade is only liable for direct damage, insofar as this is covered by the insurance taken out by Art Deco Trade, or up to the invoice amount of the agreement to which the event causing the damage relates.

2. Any legal claim by the customer against Art Deco Trade to compensate for damages will lapse after one year, calculated from the moment that the customer became aware or could have become aware of the event that caused the damage.

3. The buyer indemnifies Art Deco Trade, as well as its staff and assistants engaged against any liability of third parties that is related to the agreement and the exercise thereof.

4. The buyer indemnifies Art Deco Trade against all claims from third parties for product liability as a result of a defect in a product that was delivered by the buyer to a third party and that (partly) consisted of products and / or materials supplied by Art Deco Trade.

**Conversion**

1. Should a provision in these terms and conditions conflict with any statutory regulation and / or be annulled or annulled on the basis of an irrevocable court decision, then the remaining provisions will remain in full force. The invalid or voided provisions must be replaced in mutual consultation by a valid provision that corresponds as much as possible to the purpose and purpose of the invalid or voided provision.

**Dispute resolution**

1. Dutch law shall apply to all these Art Deco Trade offers and agreements.

2. All disputes between parties will be settled by the competent court in Dordrecht.