

GENERAL TERMS AND CONDITIONS

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Definitions

1. SIMONE ANN ART, established in Amsterdam , Chamber of Commerce no.: 89381955
2. Customer: the party which SIMONE ANN ART has entered into an agreement with.
3. Parties: SIMONE ANN ART and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all offers, activities, orders, agreements and deliveries of services or products by or on behalf of SIMONE ANN ART.
2. Parties can only deviate from these 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.

Prices

1. All prices used by SIMONE ANN ART are in euros, are exclusive of VAT and any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. SIMONE ANN ART is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. Increases in the cost prices of products or parts thereof, which SIMONE ANN ART could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of statutory regulation.

Payments

SIMONE ANN ART may, at the conclusion of the agreement through an online purchase, require a direct payment of 100% of the agreed amount. Payment methods are credit and debit cards.

Suspension of obligations by the customer

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

Retention of title

SIMONE ANN ART remains the owner of all delivered products until the customer has fully complied with its payment obligations with regard to SIMONE ANN ART.

Complaints

1. The customer must examine a product or service provided by SIMONE ANN ART as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform SIMONE ANN ART of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. The customer gives a detailed description as possible of the shortcomings, so that SIMONE ANN ART 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 SIMONE ANN ART being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to SIMONE ANN ART in writing or by email with electronic signature.
2. It is the responsibility of the customer that a notice of default actually reaches SIMONE ANN ART (in time).

Liability of SIMONE ANN ART

1. If SIMONE ANN ART is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
2. SIMONE ANN ART is never liable for indirect damages.
3. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Dissolution

1. The customer has the right to dissolve the agreement if SIMONE ANN ART imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by SIMONE ANN ART is not permanent or temporarily impossible, dissolution can only take place after SIMONE ANN ART is in default.
3. SIMONE ANN ART has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of SIMONE ANN ART in the fulfillment of any obligation to the customer cannot be attributed to SIMONE ANN ART in any situation independent of the will of SIMONE ANN ART, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from SIMONE ANN ART .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency; defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer; computer viruses, strikes, unforeseen transport problems.
3. If a situation of force majeure arises as a result of which SIMONE ANN ART cannot fulfill one or more obligations towards the customer, these obligations will be suspended until SIMONE ANN ART can comply with it.
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. SIMONE ANN ART does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. SIMONE ANN ART 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 discussed by SIMONE ANN ART with the customer in advance as much as possible.
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 deriving from an agreement with SIMONE ANN ART to third parties without the prior written consent of SIMONE ANN ART.
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 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 SIMONE ANN ART 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. The Dutch court in the district where SIMONE ANN ART is established is

exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Attribution

These terms and conditions were created by SIMONE ANN ART and Rocket Lawyer.

Drawn up on 12 March 2023.