

Terms and Conditions

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Article 1 – Identity of the selling company

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Article 2 – Applicability

These general terms and conditions apply to every offer from John DutchArt and to every distance contract and orders between John DutchArt and the Buyer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the Buyer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the website of John DutchArt and they will be e-mailed at the request of the Buyer.

Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

Lack of clarity about the explanation or content of one or more provisions of our terms and conditions, should be explained 'in the spirit' of these terms and conditions.

Article 3 – The offer

If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

The offer is without obligation. John DutchArt is entitled to change and adjust the offer.

The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the Buyer. If John DutchArt uses images, they are a true reflection of the offered products and / or services. Obvious mistakes or obvious errors in the offer do not bind John DutchArt.

All images, specifications and information in the offer are indicative and cannot lead to compensation or dissolution of the agreement.



Images with products are a true reflection of the products offered. John DutchArt cannot guarantee that the displayed colors exactly match the real colors of the products.

Article 4 – The contract

Offers, agreements and contracts can be concluded without Buyer and John DutchArt coming together in the same room at the same time.

The agreement is, subject to the provisions of paragraph 4, concluded at the moment of acceptance by the Buyer of the offer and the fulfillment of the corresponding conditions.

If the Buyer has accepted the offer electronically, John DutchArt will immediately confirm electronically the receipt of the acceptance of the offer.

If the agreement is created electronically, John DutchArt will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the Buyer can pay electronically, John DutchArt will take appropriate security measures to this end.

John DutchArt can – within legal frameworks – inform itself whether the Buyer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If John DutchArt does not wish to enter into the agreement, he is entitled to refuse an order or request, or to attach special conditions to the execution.

Article 5 – Right of withdrawal

When purchasing products, the Buyer has the option to terminate the contract without giving any reason within 14 days. This 14 days period commences on the day following receipt of the product by the Buyer.

During these 14 days, the Buyer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories, in the original condition and original packaging to John DutchArt within 14 days after receipt of the product. Buyer is responsible for an adequate return shipment of the goods, including shipping insurance.



Article 6 – Costs in case of withdrawal

If the Buyer exercises his right of withdrawal, the costs of returning the goods are for his account.

John DutchArt will refund the purchase amount as soon as possible but no later than 14 days after the product has been received back in its original condition by John DutchArt or conclusive proof of complete return can be submitted.

In case of return of the order, 50% of shipping & packing costs made by John DutchArt for the shipping to the Buyer will be charged.

Article 7 – Exclusion of right of withdrawal

John DutchArt can exclude the right of withdrawal of the Buyer for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if John DutchArt has clearly stated this in the offer, at least in time for the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for products:

- which have been established by John DutchArt in accordance with the specifications of the Buyer;
- that are clearly personal in nature;
- which cannot be returned due to their nature;

Article 8 – The price

The prices mentioned in the offer of products or services include VAT.

All packing and shipping costs related to the shipping to the buyer are included in the price, with exclusion of costs related to customs and import taxes.

In case of return of the order, 50% of shipping & packing costs made by John DutchArt for the shipping to the Buyer will be charged.

All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In case of printing and typing errors, John DutchArt is not obliged to deliver the product at the wrong price.

Article 9 – Customs and import taxes

The buyer is responsible for any VAT, tariff, duty, taxes, handling fees, customs clearance charges, etc. required by your country for importing.

Buyer must do it's own research to ensure there are no surprise charges when clearing the shipment through customs. It is full responsibility of the buyer to verify



the customs, duties charges, and procedures in buyer's country, prior to placing your order. If customs fees and charges are refused at the time of delivery, the shipment will be returned and buyer will not receive a refund for shipment costs and any costs related to the return.

Article 10 – Conformity and Guarantee

John DutchArt guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations. If agreed on, John DutchArt also guarantees that the product is suitable for other than normal use. A guarantee provided by John DutchArt, manufacturer or importer does not affect the legal rights and claims that the Buyer can assert against John DutchArt under the agreement.

Any defects or incorrectly delivered products must be reported to John DutchArt in writing within 2 weeks after delivery. Return of the products must be in the original packaging and in new condition.

The warranty period of John DutchArt corresponds to the manufacturer's warranty period. John DutchArt is never responsible for the ultimate suitability of the products for each individual application by the Buyer, nor for any advice regarding the use or application of the products.

The guarantee does not apply if:

- The Buyer has repaired the delivered products himself and / or processed or has third parties repaired and / or processed;
- The delivered products are exposed to abnormal conditions or otherwise careless handling or treated contrary to the instructions of John DutchArt;

Article 11 – Delivery and execution

John DutchArt will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the Buyer has made known.

With due observance of what is stated in paragraph 4 of this article, John DutchArt will execute accepted orders of paintings on stock with convenient speed but at the latest within 30 days, unless the Buyer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the Buyer will receive notification of this no later than 14 days after he has placed the order. In that case, the Buyer has the right to terminate the contract without any costs. The Buyer is not entitled to compensation.



All delivery terms are indicative. The Buyer cannot derive any rights from any periods mentioned. Exceeding a term does not entitle the Buyer to compensation. In case of dissolution in accordance with paragraph 3 of this article, John DutchArt will refund the amount that the Buyer has paid as soon as possible but no later than 14 days after termination.

The risk of damage and / or loss of products up to the moment of delivery to the Buyer rests with John DutchArt, unless explicitly agreed otherwise.

Article 12 – Payment

Unless otherwise agreed, payments have to be made at the moment of ordering. In case of an agreement to provide a service, this period shall start after the Buyer has received the confirmation of the agreement.

The Buyer has the duty to report inaccuracies in provided or stated payment data to John DutchArt without delay.

In the event of default by the Buyer, John DutchArt has the right, subject to legal restrictions, to charge the reasonable costs made known to the Buyer beforehand. As long as payments have not been made in full, the product delivered by John DutchArt remains full property of John DutchArt.

Article 13 – Complaints

Complaints about the execution of the agreement must be submitted fully and clearly described to John DutchArt within 7 days after the complaint has arisen.

Complaints submitted to John DutchArt will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, John DutchArt will respond within 14 days with a notice of receipt and an indication when the Buyer can expect a more detailed answer.

If Buyer and John DutchArt cannot resolve the complaint, it is possible to register your dispute for mediation via Stichting WebwinkelKeur. It is also possible for Buyers in the EU to register complaints via the ODR platform of the European Commission. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not dealt with elsewhere yet, you are free to deposit your complaint via the European Union platform.
take it from there.

