



General terms and conditions of services, sale and delivery Art-Meets-Interior (AMI)

Lodged with the Chamber of Commerce in Madrid (Spain), Registration No.: 17190055

1. SCOPE OF APPLICATION

- A. The terms and conditions of services, sale and delivery detailed below (hereinafter: 'General Terms') exclusively govern the contractual and legal relationship between on the one hand Art-Meets-Interior (hereinafter also: 'AMI') and the artists affiliated with AMI (hereinafter also: 'Artist(s)') and on the other hand the buyer (hereinafter also: 'Customer') of products and art-works marketed and sold via the AMI-online-platform (www.artmeetsinterior.com, hereinafter also: 'Website') or otherwise.
- B. These General Terms are the only terms and conditions of services, sale and delivery applicable and replace all other conditions, except in the case of a preliminary, express and written derogation by AMI.
- C. AMI may be occasionally willing or obliged to modify certain provisions of its General Terms. Consequently, it is necessary that the Customer reads the version in force on the day of his order on AMI-online-platform. These modifications are enforceable on the Customer from the time they are posted online and will be applied to orders after the date of posting.
- D. Any purchase on the AMI-online-platform is subject to all terms and conditions of the General Terms. The Customer will not be able to validate his order on the AMI-online-platform until after having duly read and accepted them by checking the icon designed therefore. By validating the General Terms, Customer declares having the legal capacity to conclude a contract via the AMI-online-platform. Customer must guarantee the veracity and accuracy of the information provided and use the AMI-online-platform in accordance with the General Terms.
- E. Should any clause of these General Terms be unenforceable in law, the remaining provisions of these terms and conditions shall remain in force and instead of the invalid one a legally valid clause shall apply, which approximates the meaning of the original clause as far and close as possible.



2. CUSTOM PRODUCTS AND UNIQUE ART-WORKS

- A. The products marketed and sold by AMI are reproduction prints of art-work created by selected Artists custom made onto diverse interior materials. These reproductions prints are available personalized, in limited edition and can be numbered or not, depending on the agreement between AMI and Artists. The purchased custom products will be manufactured on-demand.
- B. AMI can (as well) act as an intermediary between Artists and Customer for the marketing and sales of unique art-works by the Artists (glicée-prints and unique art-work on-demand to be created and on-demand and on-location to be created included).
- C. It may occur that an Artist no longer has a work-of-art or an image but it still appears available on the AMI-online-platform for a few days. In any event, only an e-mail from AMI, confirming the purchase, can guarantee the availability and delivery of products and art-works to Customer.
- D. The products and art-works are described and presented with accuracy on the AMI-online-platform. However, if errors or omissions may have occurred in this presentation, AMI's liability cannot be incurred. The photographs of the media presented on the AMI-online-platform are not contractual.

3. ORDERS AND CONTRACTS

- A. Customer places an order to purchase a product or art-work via the online catalogue on and using the form of the AMI-online-platform. An order by Customer is an offer to AMI or, in the case of unique art-work, via AMI to the relevant Artist to purchase the product(s) or art-work(s) mentioned in the order. After having received the order, AMI will send Customer a message by e-mail confirming the receipt of the order and containing the details of the order (hereinafter: 'Order Confirmation'). The Order Confirmation is an acknowledgement that AMI has received the order, and does not confirm acceptance of the offer to purchase the product(s) or art-work(s) ordered.
- B. In the case where a product or art-work ordered is unavailable, AMI shall inform Customer by email. The order for this product will be cancelled, the rest of the order remaining firm and final. In some cases, incorrect address or other problems on Customer's account included, AMI reserves the right to block Customer's order until the problem is resolved. AMI reserves the right to cancel or refuse any order from a Customer with whom there is a dispute over (payment of) a previous order or for other reasons.



- C. Unless agreed otherwise, Customer may cancel or change all other orders within 3 (three) working days following the Order Confirmation. Any other change or cancellation of an order by Customer is subject to AMI's written approval and is subject to conditions by AMI.
- D. If necessary for an adequate handling of an order, AMI will contact Customer for further consultation prior to the conclusion of a contract (hereinafter: 'Contract'). Any offer or quotation which AMI presents to Customer shall be free of obligation.
- E. Contracts for the sale of products and art-works shall be concluded only by a written confirmation (e-mail) by AMI to Customer. Any subsequent supplement to and/or amendment of a Contract shall only be binding if AMI provides Customer with written confirmation to this effect.
- F. Contracts concerning on-demand manufactured products and on-demand created art-work cannot be cancelled by Customer. Customer shall be required to cancel a Contract concerning other products and art-work by means of a written notice to this effect which he presents to AMI, in which case Customer shall be liable to pay AMI an immediately due amount equivalent to 30 (thirty) percent of the price payable for the sale and delivery provided for in that Contract by way of a cancellation fee.
- G. Contracts concerning unique art-works by Artists and art-works on-demand to be created by Artists will be concluded by AMI as an intermediary on behalf of the respective Artist. After having brought Customer and an Artist together, AMI shall have no further dealings or (legal) obligations with Customer.
- H. If the price or dates of delivery are based on an apparent error, AMI may correct the mistakes or cancel the order/Contract. AMI is entitled to terminate the Contract if circumstances arise whose nature and extent means that AMI cannot be expected according to the principles of reasonableness and fairness to perform the original Contract.
- I. For questions concerning the follow-up of the order/Contract, Customer may send an email specifying his order/contract number and his request to: info@artmeetsinterior.com .

4. PRICING CONDITIONS

- A. All prices stated in the catalogue on AMI-online-platform and in all writings by AMI include VAT (Value Added Taxes), unless explicitly stipulated otherwise. In the event of a change in the VAT-rate, the price will automatically be changed without further notice than the legal due date of the new rate.



- B. Delivery costs (transport and forwarding) and governmental duties will be charged extra. The applicable conditions and costs of delivery (Ex Works, FAS, FOB, CIF, C&F and so forth, in accordance with the latest version of the Incoterms) shall be stipulated along with the aforementioned prices.
- C. AMI reserves the right to change prices at any time. The products and art-works will be invoiced based on the prices in effect at the time of the Order Confirmation.
- D. If prices are based on an apparent error, AMI may correct the mistakes or cancel the order/Contract.
- E. In the event that an increase occurs in the price of one or more factors determining the costs involved in the sale and delivery of the purchased products and art-works after a Contract has been concluded, AMI shall be entitled to adjust the price for the sale and delivery accordingly. AMI may avail itself of this right until and on the date on which the relevant products and art-works are supplied to Customer. AMI shall notify Customer in writing (e-mail) of such an aforementioned price adjustment. In the event such a price adjustment amounts to a price increase in excess of 25 (twenty-five) percent of the price initially agreed for the sale and delivery, Customer shall be entitled to cancel the Contract with AMI by means of a registered letter addressed to the latter within 5 (five) days after AMI provides Customer with the aforementioned written notice, in the absence of which Customer shall be deemed to have assented to the price adjustment.

5. INVOICING AND PAYMENT CONDITIONS

- A. AMI shall invoice Customer for the sale and delivery of the purchased custom products together with AMI's written confirmation (e-mail) of the conclusion of the Contract. Considering the on-demand manufacturing of these products and unless in writing stated otherwise by AMI, Customer shall pay these invoices upfront in full within 5 (five) days after the invoice date.
- B. AMI shall invoice Customer the commission-fee stipulated in the contract by AMI for the sale and delivery of the purchased unique art-works made by Artists together with AMI's written confirmation (e-mail) of the conclusion of the Contract. The respected Artist shall separately invoice Customer by e-mail the remainder of the purchase-price as stipulated in the Contract. Customer shall pay these invoices upfront in full within 5 (five) days after the invoice date.
- C. AMI shall invoice Customer the commission-fee stipulated in the contract by AMI for the sale and delivery of the purchased (on-location) to be created art-works by Artists together with AMI's written confirmation (e-mail) of the conclusion of the Contract. The



respected Artist shall separately invoice Customer a down-payment for the on-demand (and on-location) art-work as stipulated in the Contract by AMI for the sale and delivery of the purchased unique art-works by Artists together with AMI's written confirmation (e-mail) of the conclusion of the Contract. Customer shall pay these invoices upfront in full within 5 (five) days after the invoice date. The respected Artist shall invoice Customer by e-mail the remainder of the purchase-price as stipulated in the Contract. Customer shall pay Artist's invoices within 5 (five) days after the invoice date without any suspension, discount, deduction or setoff against a claim which Customer has or claims to have against the respected Artist.

- D. Only euro-currency payments are accepted.
- E. Should Customer object to an invoice issued by AMI or an Artist, Customer shall notify AMI/Artist accordingly by means of a registered letter within 5 (five) days after the invoice date, in the absence of which the invoice concerned shall be deemed to have been accepted without dispute.
- F. In the event that Customer fails to pay an invoice issued by AMI or an Artist in full and/or on time, Customer shall be in default merely by virtue of the expiry of the term of payment and for each month or part of a month it shall forfeit to AMI/Artist an immediately due penalty equivalent to two percent of the sum which Customer owes to AMI/Artist pursuant to the Contract, subject to a minimum of € 300.00 (three-hundred euro) in each case.
- G. In the event that Customer remains in default in relation to all or part of any payment owed to AMI/Artist after receiving a reminder from AMI/Artist, and AMI/Artist engages the services of some other party to secure the extrajudicial collection of the amount concerned, Customer shall forfeit to AMI/Artist an immediately due penalty equivalent to 15% (fifteen percent) of that amount subject to a minimum of € 400.00 (four-hundred euro).
- H. In the event that Customer remains in default in relation to all or part of any payment owed to AMI/Artist pursuant to the Contract following the intervention of a third party as provided for in Article 5.G above, and AMI/Artist institutes legal proceedings to collect the amount concerned, Customer shall be liable for all of the costs which AMI/Artist incurs in this respect.
- I. Any payment made by Customer to AMI/Artist shall first serve to pay any judicial and extrajudicial collection costs payable to a third party, then any contractual penalties/costs and finally the longest outstanding invoice.



6. DELIVERY CONDITIONS (INCLUDING COSTS AND TIME)

- A. Purchased custom products and art-works shall be delivered at the address provided by Customer, in accordance with the agreed Incoterm. As soon as a definite date is known for the delivery of the products or art-works, AMI/Artist shall notify Customer accordingly. Customer shall be required to collect the products/art-works from AMI/Artist on that address and date (or to cause this to be done). On-location created art-works by Artists shall be delivered on the location provided by Customer and by mutual agreement between Customer and the respective Artist.
- B. Customer will be informed by e-mail of his tracking number according to the products ordered and the carrier involved.
- C. Shipping (transport and forwarding) depend on the original place of dispatch, the place of delivery to Customer, and the size and weight of the order. Products/art-works are delivered by a carrier from the platform of AMI's/Artist's logistics partner. Neither AMI/Artist nor their logistics partners' carriers or AMI's (subcontracting) manufacturing partners can be held responsible for failure of delivery due to any inaccuracy or error in the delivery address.
- D. When Customer fails to take delivery of the products/art-works, or fails to provide the information or instructions to enable delivery it is fully liable to AMI/Artist for all damages and losses suffered by AMI/Artist, such as (but not limited to) transportation costs, extra storage, handling and insurance. Regarding (re-)delivery, AMI/Artist may demand prior payment of all aforementioned costs.
- E. The risks pertaining to the products/art-works shall pass from AMI/Artist to Customer at the time and on the date on which they are delivered.
- F. Customer shall be required to thoroughly check and inspect the products/art-works with regard to their number and conformity, when they are delivered (or to cause this to be done).
- G. Customer shall be required to give immediate written notice of any complaints (any shortfall/defects) concerning the products supplied by AMI/Artist by both endorsing the relevant consignment documents and addressing them to AMI/Artist, in the absence of which Customer shall be deemed to have received and accepted the products/art-works from AMI/Artist in good order and in accordance with the Contract. Within 3 (three) days after the products/art-works supplied by AMI/Artist have been delivered, Customer shall be required to give AMI/Artist written notice of any complaints concerning them which could not reasonably be disclosed immediately following a thorough inspection and check upon delivery, in the absence of which Customer shall be deemed to have received and accepted the products/art-works from AMI/Artist in good



order and in accordance with the Contract. AMI/Artist is not obliged to deal with complaints that have been received beyond the aforementioned three days-term. Any complaint filed by Customer must be specified as detailed as possible with a digital photo annexed to the e-mail.

- H. In the event that AMI/Artist finds that a complaint is well-founded, it shall be required either to repair, replace or supplement the relevant products/art-work or to credit Customer for all or part of the invoice concerned and to refund such credit to Customer, such to occur at AMI's/Artist's discretion in consultation with Customer. AMI/Artist shall acquire ownership of any products/art-works that are replaced.
- I. Any delivery times or dates communicated by AMI/Artist to Customer upon or subsequent to the conclusion of the Contract shall be indicative and free of obligation. In the event that AMI/Artist fails to meet a specified delivery time or date, AMI/Artist shall notify Customer accordingly.

7. FORCE MAJEURE AND CHANGE OF CIRCUMSTANCES

- A. In the event of force majeure or a change in circumstances on the part of AMI/Artist, AMI/Artist shall be entitled to cancel all or part of the Contract unilaterally or to suspend the implementation of all or part of it for a definite or indefinite period of time, and this shall not in any way entitle Customer to the payment of costs, compensation and/or otherwise by AMI/Artist, nor shall it affect Customer's financial obligations towards AMI/Artist with regard to that part of the Contract which was implemented prior to the onset of the situation of force majeure or the change in circumstances.
- B. Here force majeure is deemed to refer to, amongst other things, fire, flooding, theft, weather conditions, molest, a disaster (natural or otherwise), terrorism, an act of war or the threat/danger of war, transport-related problems or otherwise, the prohibition of imports, exports and/or transshipments, industrial strikes or work stoppages, Artist's illness/physical impossibilities or the disruption of business or production experienced by AMI/Artist or any other party whose services AMI/Artist has engaged for the purposes of executing the Contract (such as manufacturers, suppliers and forwarding agents), some other form of delay or AMI's/Artist's inability to carry out the Contract as a result of circumstances affecting some other party whose services AMI/Artist has engaged, or any other conditions which disrupt AMI's/Artist's normal operations and as a result of which the implementation of the contract is delayed or rendered impossible (reasonably or otherwise).



8. SPECIFICATIONS, DISCRIPTIONS, DRAWINGS, ILLUSTRATIONS, DESGINS AND MATERIALS

- A. AMI/Artists reserve all rights in relation to any drawings, illustrations or designs which AMI/Artists produce or supply in the run-up to the conclusion of Contracts.
- B. Any drawing, illustration, design and/or sample submitted by AMI/Artists when the Contract is concluded shall serve as no more than an indication of the products that are to be supplied within the context of the properties which those products need to possess to facilitate their normal use. Where there is a discrepancy between any drawing, illustration, design or sample which is supplied and the relevant specifications or description, the latter shall prevail and, in the event that any specification differs from a description, the latter shall prevail.
- C. Minor changes can occur in shape or colour depending on the material the products are made of or the design of the products.
- D. Depending on the materials used for its manufacture, the products may change in the course of time, due to environmental influences (UV – light and other for lacquered goods, colours, fabrics and other). AMI is constantly searching to improve its products. Products delivered may therefore technically differ from products ordered.

9. INTELLECTUAL PROPERTY

- A. All items concerning the products and art-works marketed presented on the AMI-online-platform (www.artmeetsinterior.com) are protected by copyright, trademark law, drawings and models and/or all other intellectual property rights. The term 'items', means but is not limited to: photographs, images, drawings, illustrations, texts, videos, logos, screensavers, desktop images, brands, models, software etc. The intellectual property rights of these items belong to AMI or to the affiliated Artists. As for the photographs of the artworks, AMI uses them on its website under the right of representation in agreement with its Artists and other partners. The images always have the mandatory information. As such, any reproduction, representation, utilization, adaptation, modification, incorporation, translation, marketing, partial or full by any means and on any medium whatsoever is prohibited, without prior written permission from AMI.
- B. Copyright or any other intellectual property right on sketches, designs or models in whatever phase of elaboration these are and have been delivered to or shown to Customer, remain the full property of AMI or the respected Artists and may not be used otherwise than agreed in writing and solely for that specific purpose. Any permitted use does not mean that intellectual property rights linked to the original art-works have been transferred. The rights to represent and reproduce works are governed by a



contract between AMI and its affiliated Artists or other partners. For the use of the activities of the AMI-online-platform AMI fully manages these rights. Without a prior written permission by AMI, Customer is not allowed to copy pictures, designs, brochures, DVD's and other material or to use the information on its internet site. Permission by AMI does not affect the rights of the author of the information provided.

- C. Customer may not have products and art-works supplied by AMI or its affiliated Artists copied elsewhere, or manufacture imitations thereof that differ in only minor details from the products and art-works supplied, or become directly or indirectly involved in this.
- D. 'Arts-Meet-interior' and 'AMI' are protected trademarks and 'artmeetsinterior.com' is a protected domain name. They are the exclusive property of AMI and cannot be used without AMI's prior consent. Any link to other websites without prior agreement from AMI is strictly forbidden.

10. PROTECTION OF CONFIDENTIAL DATA

AMI is committed to protect the personal data and data privacy of its website-visitors and Customers. In that respect AMI will handle all personal data of its website-visitors and Customers in compliance with the European Union (EU) General Data Protection Regulation (GDPR) – see Ami's Privacy Policy: www.artmeetsinterior.com/privacy-policy/.

11. WARRANTY AND LIABILITY

- A. AMI reserves the right to correct, at any time and without notice, the content and information posted on the AMI-online-platform (www.artmeetsinterior.com). AMI does not guarantee the accuracy of these pieces of information (including but not limited to the descriptions of artworks, artists' biographies, dates, etc.).
- B. AMI declines all liability for any interruption on the website, any occurrence of technical problems, any inaccuracy or omission concerning the information available on the Website, any damages resulting from fraudulent intrusion by a third party leading to modification of the information available on the Website. AMI cannot be held liable for access problems or the content on a third party site, even if they are partners and have a link displayed on artmeetsinterior.com. AMI will not be liable for damage arising from the use or inability to use the Website or malfunctions linked to third party software incorporated into the Website.



- C. In the event of a product defect or delayed delivery, AMI will not pay a professional Customer for any consequential economic losses, such as loss of use, operating loss, loss of enjoyment, interruption of a service, shutdown, loss of profit or loss of customers, expenses incurred, etc.
- D. Any warranty for products and art-works that are purchased shall only apply if and in so far as AMI/Artist gives a written warranty to Customer in relation to its term when the Contract is concluded. In general the products possess the properties that are required for their normal use. Any warranty shall lapse in the event that Customer fails to observe the normal rules applicable to the treatment, use and/or maintenance of the products. In the event that Customer or some other party modifies the purchased products and/or the products are processed in any way, any warranty specified by AMI/Artist expires.
- E. Customer shall be required to submit a claim under warranty to AMI/Artist by means of a registered letter along with the relevant invoice and proof of payment within 7 (seven) days after the grounds for such claim become evident, and it shall only be considered if Customer has complied in full with all of his obligations towards AMI/Artist in relation to the relevant claim. Should AMI/Artist find that there are grounds for a claim under warranty, it shall be required either to repair or replace the relevant products or to credit Customer for all or part of the invoice concerned and to refund the credited amount to him, such to occur at AMI's/Artist's discretion and in consultation with Customer. AMI/Artist shall acquire ownership of any products or art-works that are replaced.
- F. In the event that AMI/Artist is liable towards Customer and the liability is established beyond all reasonable doubt, the liability shall at any rate not exceed an amount equal to 50% of the purchase value aggregate and cumulative stipulated on the invoice for the relevant sale and delivery, subject to a maximum of € 2,500.00 (two-thousand-five-hundred euro).
- G. In the event that Customer is of the opinion that AMI/Artist has failed to comply with its obligations pursuant to the contract or the law, Customer shall be required to notify AMI/Artist of this immediately by means of a registered letter. Customer's right to enforce his entitlement to compliance, repairs, replacement, payment (of compensation or otherwise) and the like by means of legal proceedings shall lapse six months after Customer first calls on AMI/Artist to account for the underlying occurrence.



12. DISPUTES AND APPLICABLE LAW

- A. Any dispute arising in connection with the execution or interpretation of a Contract must first pass through an amicable settlement stage by a written exchange between the parties, containing a precise description of the complaint and answer.
- B. If an amicable settlement fails, either party may bring the dispute before a competent court of law in The Hague, the Netherlands, to the exclusion of any other dispute resolution body, subject to the proviso that – contrary to the foregoing – AMI/Artist shall be entitled to exercise its own discretion to bring such a dispute before a competent court of law within the jurisdiction or country in which Artist or Customer is based. Notwithstanding the foregoing provisions, AMI/Artist and Customer may jointly decide – by means of a written agreement to this effect – to resolve the dispute through prior arbitration or mediation.
- C. All Contracts and legal relations between AMI and Customer shall be solely governed by and construed in accordance with the law of the Netherlands. All Contracts and legal relations between Artists and Customer shall be solely governed by and construed in accordance with the law of country the respected Artist is established. In both cases the provisions of the Vienna Sales Convention shall not apply.