

GENERAL CONDITIONS 2013

1. Definitions

The following terms and definitions are used in these General Conditions:

- a. Client: the consumer or business relation who buys a work of art by Brighart
- b. Brighart: the one-woman business of the artist Brigitte den Hartog
- c. Work of art: a work of art or a service designed or produced by Brighart
- d. In written form: per letter, e-mail, sms text, whatsapp, fax, or on the website of Brighart
- e. Distance purchase: buying a work of art without the Client actually having seen the work of art
- f. Studio: the location at which a work of art is produced, exhibited or offered for sale

2. Application, location, handover

- a. These General Conditions are applicable to every agreement between a Client and Brighart.
- b. The location of these General Conditions is on the website of Brighart.
- c. Brighart shall supply a copy of these General Conditions in written form with every quotation or purchasing offer.
- d. In the case of purchase and delivery at the same time, these General Conditions are handed over together with the work of art.

3. Purchase, order, delivery

- a. A Client may purchase an already existing work of art, or may commission Brighart to design and produce a work of art.
- b. In the case of a purchase, the Client and Brighart agree a price including taxes in advance and in written form.
- c. In the case of a commission, the Client and Brighart draw up an agreement on all conditions (price per hour or phase of the end result, delivery time, theme, maximum or minimum scope) in written form.
- d. Within the scope of the agreed conditions of a commission, Brighart reserves the freedom (color, material, composition) to produce a work of art at her own discretion.
- e. For each delivery, the Client and Brighart agree in written form on the place and the costs of the delivery.

4. Reflection period with distance purchase

- a. In the case of a distance purchase, the Client is allowed a reflection period of 14 days, which starts on the day after receipt of the work of art.
- b. A Client has the right to cancel the purchase agreement within the reflection period without giving reasons and to return the work of art, providing the work of art is not damaged and the packaging material is in good condition.
- c. The costs for the return shipment are at the Client's expense. Brighart shall reimburse the purchase price. If the Client does not pay the costs of return shipment in advance, Brighart has the right to deduct these costs from the purchase price.
- d. A reflection period is not granted in the case of a commission or if the Client has actually seen the work of art.

5. Risk

Any damage to the work of art is at the risk and expense of the Client from the moment a work of art leaves the studio of Brighart until (with return shipments) Brighart receives the work of art in undamaged condition from the forwarder.

6. Intellectual property

- a. All intellectual property rights (including in particular copyright) of a work of art by Brighart belong to and remain with Brighart.
- b. A Client is free to sell a work of art and to exhibit it in a restricted circle, but as soon as intellectual property rights are concerned (for example in a public exhibition or on a website, with reproduction and/or use as a trademark), a Client shall always request Brighart's approval in advance and in good time.
- c. Should Brighart not agree to the use of a work of art by the Client, Brighart may forbid the violating use or allow such a use only if the Client pays Brighart a reasonable compensation.

7. Liability

- a. Brighart is not liable for damages caused by a work of art with the Client or a third party outside of the studio. Should Brighart be held liable in legal action, then the amount of compensation shall never exceed the total purchase or commission price of the work of art concerned.
- b. Brighart is not liable for damages in cases of force majeure. Should Brighart not be able to deliver (in time) because of force majeure, Brighart shall reimburse any advance payments after deducting costs.

8. Third parties

- a. At her own discretion, Brighart may engage third parties to design, produce and/or deliver the commissioned work of art.
- b. If a Client engages a third party for a commission or the collection and delivery of a work of art, the Client is liable for this third party.

9. Payment

- a. The Client pays Brighart at purchase or otherwise at the latest 14 days after receipt of the work of art.
- b. Should a Client not pay on time, Brighart may charge the Client 15% extra as extrajudicial collection costs.
- c. Brighart shall repay the Client after return and receipt of the work of art within not more than 14 days.
- d. Brighart may request partial advance payment of at the most 50% of the total price.
- e. The general conditions of Paypal are applicable for Paypal payments.

10. Complaints and disputes

- a. In the case of a valid and timely presented complaint, a Client shall always allow Brighart to resolve the complaint or the cause for the complaint within a reasonable period of time at Brighart's expense.
- b. Unless otherwise provided for by law, Dutch law is applicable between the Client and Brighart, and any dispute shall be brought before a competent Dutch court.

www.brighart.nl