

General Terms and Conditions Webshop Healey Museum Foundation

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. **Consumer:** the natural person not acting in the exercise of a profession or business and entering into a distance contract with the entrepreneur;
2. **Day:** calendar day;
3. **Durable data carrier:** any medium that enables the consumer or entrepreneur to store information addressed to him personally in such a manner that allows for future consultation and unaltered reproduction of the stored information;
4. **Entrepreneur:** the natural or legal person that offers products and/or services remotely to consumers;
5. **Distance contract:** a contract in which, up to the conclusion of the contract, exclusive use is made of one or more technologies of distance communication within the scope of the system organised by the entrepreneur for distance sale of products and/or services;
6. **Technology for distance communication:** a means to be used for concluding an agreement, without the consumer and the entrepreneur being together in the same place at the same time.
7. **General Terms and Conditions:** the present general Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general Terms and Conditions apply to any offer from the entrepreneur and to any distance contract and orders concluded by the entrepreneur and the consumer.
2. Before concluding a distance contract, the entrepreneur shall make the text of these General Terms and Conditions available to the consumer. If this is reasonably not possible, the entrepreneur, before concluding the distance contract, shall notify that the General Terms and Conditions can be inspected

at the Entrepreneur's and that, at the consumer's request, they will be sent to the consumer free of charge as soon as possible.

3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the consumer electronically in such a way that the consumer can easily store it on a durable data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically before concluding the distance contract, and that they will be delivered at the Consumer's request free of charge, either via electronic means or otherwise.
4. If in addition to these General Terms and Conditions specific product or service conditions apply, the second and third paragraphs shall apply accordingly, and in the event of contradictory General Terms and Conditions, the Consumer may always appeal to the applicable provision that is most favourable to him.

Article 4: The offering

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to alter or amend the offer.
3. The offer contains a full and detailed description of the offered products and/or services. The description is suitably detailed to enable the consumer to properly assess the offer. If the entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer are not binding for the entrepreneur.
4. All images, specifications information in the offer are indicative and can not lead to damage compensation or termination of the agreement.
5. All product images are a truthful representation of the offered products. The entrepreneur cannot guarantee that the displayed colours are an exact match to the actual colours of the products.
6. All offers contain such information that it is clear to the consumer what rights and duties are attached to accepting the offer. This involves in particular:
 - the price, including taxes;
 - any delivery costs, if applicable;
 - the way in which the agreement will be concluded, and what actions are needed to establish this;
 - the form of payment, delivery and performance of the contract;
 - the time frame for accepting the offer, or, as the case may be, the time frame for honouring the price;
 - the rate of distance communication if the costs for using the technology for distance communication are calculated on a basis other than the basic rate;
 - the manner in which the consumer, before concluding the contract, may verify any data provided by him in relation to the contract, and the way the consumer may correct this data before the contract is concluded;
 - any languages other than Dutch in which the contract can be concluded;

Article 5: The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the consumer accepted the offer via electronic means, the entrepreneur shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the consumer may repudiate the contract.
3. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur shall observe appropriate security measures.
4. The entrepreneur may, within the limits of the law, gather information about consumer's ability to fulfil his payment obligations, as well as all facts and factors relevant to responsibly concluding the

distance contract. If, acting on the results of this investigation, the entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request while giving reasons, or to attach special terms to the implementation.

Article 6: The price

1. The prices of the products and/or services provided shall not be raised during the validity period stated in the offer, subject to changes in price due to changes in (Dutch) VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only as a result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if the entrepreneur has stipulated it and
 - a. they are the result of legal regulations or stipulations; or
 - b. the consumer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including (Dutch) VAT.
6. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. The entrepreneur is not obligated to provide the product for the wrong price in case of printing or typographical errors.

Article 7: Conformity and guarantee

1. The entrepreneur guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. An arrangement offered as a guarantee by the entrepreneur, manufacturer or importer shall not affect the rights and claims the consumer may exercise against the entrepreneur.
3. Any defects or faulty goods should be reported to the entrepreneur within 4 weeks after delivery in writing. Return shipment of the products must be in the original packaging and as new.
4. The guarantee term of the entrepreneur is equal to the factory guarantee. The entrepreneur is never liable for the eventual suitability of the products for every individual application by the consumer, nor for any advice relating to the use or application of the products.
5. the guarantee does not apply when:
 - The consumer has repaired and/or altered the products himself or has third parties repair and/or alter the products.
 - The delivered products have been exposed to abnormal circumstances or misused in any other way or are in violation of the directions given by the entrepreneur and/or listed on the packaging.
 - The defectiveness is, in whole or partial, the consequence of regulations given or to be given by the authorities regarding the nature or the quality of the applied materials.

Article 8: Delivery and performance

1. The entrepreneur shall exercise the best possible care when booking and when executing product orders.
2. The place of delivery is at the address given by the consumer to the company.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the company shall execute accepted orders with convenient speed but at least within 30 days, unless a longer delivery period was agreed. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the consumer shall be informed about this within 30 days after ordering. In such cases, the consumer is entitled to repudiate the contract free of charge. The consumer will have no right to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any mentioned terms. Exceeding of a term does not entitle the consumer to compensation.
5. In the event of repudiation under paragraph 3 of this Article, the entrepreneur shall return the payment made by the consumer as soon as possible but at least within 14 days after repudiation.
6. If delivering an ordered product turns out to be impossible, the entrepreneur shall make an effort to offer an equivalent replacement product. Before the delivery, it shall be reported in a clear and comprehensible manner that a replacement product will be delivered. The right of withdrawal may not be excluded with replacement products. The costs of the return shipment are to be borne by the entrepreneur.
7. Unless explicitly agreed otherwise, the risk of loss of and/or damage to products shall remain with the entrepreneur until the time they are delivered to the consumer or his representative, predefined and known to the entrepreneur.

Article 9: Payment

1. Unless otherwise agreed, the amounts to be paid by the consumer are to be settled within 7 working days.
2. The consumer has the duty to inform the entrepreneur promptly of possible inaccuracies in the payment details.
3. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge any predetermined reasonable costs incurred to the consumer.

Article 10: Disputes

1. Contracts between the entrepreneur and the consumer, to which these General Terms and Conditions apply, are exclusively governed by Dutch law. Even when the consumer lives abroad.
2. The United Nations Convention on Contracts for the International Sale of Goods is not applicable.