

GENERAL TERMS AND CONDITIONS

Isaac Monté
Stadhoudersplein 100
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The Netherlands

I. Definitions

In these General Terms & Conditions the definitions will have the following meaning:

1 Client:

the purchaser/party entering into an Agreement with Isaac Monté, either a Professional Purchaser or a Consumer.

2 Isaac Monté:

residing at Stadhoudersplein 100, 3038EA Rotterdam, the Netherlands, Chamber of Commerce number 63675307, VAT number NL784456847B02, which declares these General Terms & Conditions to be applicable to the Agreement. Hereinafter: "IM"

3 Agreement:

the agreement between the Client and IM with regard to the sale and delivery of products via the IM webshop or email

4 IM webshop:

the online shop through which IM offers products for sale.

5 General Terms & Conditions:

the terms of sale and delivery as formulated by IM.

6 Consumer:

the natural person which is not acting as a professional and/or for a company.

7 Professional Purchaser:

the natural person which is acting as a professional and/or for a company or the legal entity entering into an Agreement with IM.

8 Website:

the website through which the IM webshop is available.

9 Consumer Purchase:

the purchase Agreement between IM and a Consumer.

10 Confidential Information:

“Confidential Information” is understood to mean any data, information, plans, specifications, drawings, documents and know-how disclosed to the Client within the scope of the Agreement or of the performance thereof. Furthermore, Confidential Information is understood to mean any data and information of third parties that the Client has received or heard within the scope of the Agreement.

II. Applicability and amendments

- 1 These General Terms & Conditions exclusively apply to any and all offers, Agreements, sale and deliveries of products by IM. IM explicitly rejects the applicability of any other (general) terms. The Client explicitly acknowledges and accepts that any other terms or conditions are not applicable.
- 2 IM retains the right to amend the General Terms & Conditions unilaterally. Any amendments to the General Terms & Conditions will be published on the Website.
- 3 With regard to the sale, purchase, delivery of special products, such as, but not limited to products of which the price is provided upon request, limited editions and products of which the purchase order/Agreement is not completed through the Webshop, IM is entitled to apply additional or other terms and conditions.
- 4 Deviation from or amendments to the General Terms & Conditions are only valid if recorded in writing and if realized with the explicit agreement of IM.

III. Offers and agreements

- 1 All offers made by IM are noncommittal except in case of a Consumer Purchase, and are subject to change, availability and

the mentioned term of validity.

- 2 Unless IM has explicitly accepted another manner of closing the Agreement, Agreements are closed if Client has received a written (including e-mail) confirmation of his purchase by IM. IM may refuse orders or attach certain conditions to the delivery, unless otherwise explicitly determined.
- 3 Acceptance of an offer or the purchase of a product implies that the Client accepts the applicability of these General Terms & Conditions.
- 4 The Client carries full responsibility for providing IM with the correct details in order to enter into the Agreement.
- 5 IM is entitled to assign third parties to execute the Agreement. These General Terms & Conditions also apply to the relation with these third parties.
- 6 Any alterations and/or representations, whether verbally or in writing that are made after the offer will mean that a new offer is made and the previous one is cancelled.

IV. Prices and payment

- 1 The prices published on the website for the products offered via/in the IM webshop or via email to Clients residing in the EU are in Euros, include VAT, include costs of handling but do not include the costs for shipping, applicable taxes or other duties, unless otherwise notified or agreed by IM.
- 2 The prices published on the website for the products offered via/in the IM webshop or via email to Clients residing outside the EU are in Euros, include costs of handling but do not include the costs for shipping, applicable taxes or other duties, unless otherwise notified or agreed by IM.
- 3 Despite our efforts, a product of the IM webshop can be mispriced. Rest assured, however, that we verify prices as part of our dispatch procedures. If a product's correct price is lower than our stated price, we charge the lower amount and send you the

product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of such cancellation.

- 4 IM is entitled to adjust the purchase price after confirmation of a purchase order/closure of an Agreement if the prices for resources, wages, import duties, taxes or other external costs (which may be caused by currency deviations) have risen. IM will inform the Client as soon as possible of such adjustment, after which the Client is entitled to terminate the Agreement/cancel the purchase order, unless IM and Client have agreed that delivery of the products will take place more than 3 (three) months after confirmation of the purchase order or if the price adjustment is compulsory by law.
- 5 Payment shall take place in (one of) the manner(s) indicated during the ordering process. Your order may be governed by further (payment/ordering) conditions. The date of payment is the date that payment has been received by IM on its bank account. The term of delivery starts after payment of the purchase order/ products has been received by IM, unless Parties have agreed otherwise.
- 6 Upon exceeding the term of payment, the Client is in default as of the day on which full payment should have taken place and shall be bound to pay the applicable statutory interest for Consumers or for Companies. All costs made by IM for debt collection caused by late, incomplete or non-payment, including but not limited to extrajudicial and judicial costs, costs for bailiffs, debt collection agencies, legal proceedings, councils and lawyers will be charged to Client. The extrajudicial costs of debt collection shall amount up to 10% of the purchase order with a minimum of €150,00 excluding VAT without prejudice to IM's right to alternatively claim the actual extrajudicial costs of debt collection.
- 7 Should the Client be in default of any payment, IM is entitled to cancel (realisation of) the Agreement in question and any connected agreements, or to have them rescinded.

V. Delivery

- 1 The term for delivery given by IM is provided as an indication only and shall never constitute a fixed or fatal deadline. Should a term for delivery be exceeded, this shall not give the purchaser the right to claim compensation. Unless it concerns a Consumer Purchase, IM shall have to be notified in writing by Client for late delivery and shall have to be granted a reasonable term for delivery before being in default.
- 2 Should delivery be delayed either because a product is (temporarily) out of stock, or for other reasons, or should it not be possible to execute all or part of an order/Agreement, the Client shall be notified of this no later than three weeks after payment of the purchase. The purchaser shall in such a case have the right to cancel the order without incurring costs.
- 3 IM determines the method of transport of the goods ordered, unless otherwise agreed.
- 4 The risk of and the responsibility for the products transfer to the Client at the moment of delivery. Delivery to the Client takes place at the moment that the products leave IM's premises or storage. Products are considered to be delivered to a Consumer at the moment the products are delivered at the address provided by the Consumer or in absence of Consumer at the post-office, at Consumers neighbours or (with Consumers consent) another third party.
- 5 If a delivery is rejected by a Client the costs arising from this rejection can be charged to Client as well as the damages suffered by IM.

VI. Cancellation of the purchase agreement

- 1 Purchase orders can only be altered or cancelled with IM's consent. If IM has already made expenses or has to make expenses caused by alteration or cancellation of the purchase order, IM is entitled to payment of these costs by the Client except in case of purchases as mentioned in article 6.2 and 6.3.

- 2 In case of a distance sale Consumers are entitled to cancel the purchase agreement without a given reason within 7 working days after receipt of the products. When returning products, shipping costs are on the expenses of Consumer.
- 3 Consumers can only use the right to cancel the purchase agreement in case products are returned in complete, undamaged, unused state and with the original packaging. The returned products need to be in possession of IM no later than on the 21st day after receipt of the product by Consumer. The product to be returned needs to be stamped sufficiently. The shipping risk and proof rest with the Client. In case of cancellation of a distance sale by a Consumer as stated in 6.2 and 6.3, IM will take care of repayment of the purchase price as paid by Consumer within thirty days after receipt of the returned product.
- 4 Article 6.2 and 6.3 are not applicable to the distance sale to Consumers regarding:
 - i. products of which the price is dependent on changes on the financial market which cannot be influenced by IM;
 - ii. products which are produced according to the specifications of the Consumer or;
 - iii. products that clearly have a personal character;
 - iv. can not be returned because of the nature of the product.

Delivered products can only be returned after prior written consent of IM and according to the instructions given by IM with regard to the manner of returning the products.

VII. Retention of title

- 1 All products supplied remain the property of IM until the Client has complied fully with all obligations towards IM.
- 2 The Professional Purchaser shall only sell the products of which the property remains with IM, to third parties in the course of the usual business of this purchaser.
- 3 If the Professional Purchaser is in breach of one of his obligations arising from the Agreement with IM, or if IM has reasonable doubt to believe that this purchaser will not fulfill its obligations, IM is

entitled to recall delivered products from this purchaser or from third parties which have the product(s) in possession for the purchaser. The purchaser shall cooperate with IM to recall the products in such case.

VIII. Defective products and complaints

- 1 IM warrants that under normal use and in accordance with the user – or installation instructions and taking into account the product specification the goods shall at the time of the delivery to Client and for a period of 12 (twelve) months from the date of delivery, be free from defects in material or workmanship and shall be conform to the product specifications.
- 2 IM's products comply with the demands and functionalities that can reasonably be set for such products if used in the regular manner and for the purposes intended for. Certain products may be subject to minor deviations in shape and color, this depends on the material from which the products are manufactured. IM is considered to have met the obligation of delivery in case of such minor deviations. All information and pictures with regard to the colors, materials, sizes and details of the Products are to be considered as an indication of the product. Minor deviations of these aspects can not be a cause for return of the product, dissolution of the Agreement, price reductions or compensation of damages or costs.
- 3 Upon delivery, the Client is obliged to check whether the Products comply with the Agreement. Should this not be the case, the Client shall notify IM in writing including motivation immediately in case of deviations in the outer appearance of the product, or within 10 days of delivery in any other case. In case of a Consumer Purchase, Consumer shall notify IM of any defect within a period of 2 months after delivery.
- 4 In case the product is to be used outside the Netherlands the Client needs to verify whether the product complies with the applicable demands and/or rules and regulations.
- 5 A complaint cannot be accepted if the product has been used contrary to the instructions for use, the product has been used

without care or has been used for a purpose other than that for which it was designed and intended.

- 6 If IM considers a complaint with regard to the quality requirements and quality standards of the product supplied to be justified, IM may choose to either accept return of the product or to replace it by a same product, or to rescind the Agreement and credit the Client for the invoice value of the product.
- 7 If as a result of a justified complaint, IM has replaced the defective product, IM is considered to have delivered timely, even if a statutory period set by the Client has been exceeded.

IX. Liability

IM shall never be liable for any direct or indirect damage, unless it is a matter of intent or gross negligence of IM.

- 1 IM is not liable for damages caused by:
 - i. inexpert use of the delivered product or usage for other purposes than the purposes for which the product is intended according to objective standards;
 - ii. the provision of incorrect or incomplete information by the Client to IM;
 - iii. acts of third parties assigned by IM with consent of the Client;
 - iv. materials or services delivered by third parties upon request or with consent of the Client;
 - v. misunderstandings, mutilation, delays or incomplete or abnormal receipt of orders and messages as a consequence of use of the internet or any other means of (electrical) communication.
- 2 IM shall only compensate Client for damages caused as a direct consequence of an attributable act or an attributable failure to act of IM. IM is not liable for indirect damages and costs, for example but not limited to lost profits, consequential damages, damages caused by delayed delivery, mutilated or destructed data or materials or lost turnover. In case of a Consumer Purchase this restriction is only applicable as far as allowed according to art. 7:24 sub 2 Dutch Civil Code (product liability).

- 3 IM's total liability is limited to compensation of the amount that the insurance company pays out to IM. If the insurance company does not pay out any amount to IM and IM is liable for compensation of damages according to this article 9, IM's total liability is limited to compensation of the amount of the invoice with regard to the relevant product delivery/purchase, which can, according to article 2.3, be maximised by IM to a specific amount with regard to products of which the purchase price is provided to Client upon request, limited editions or with regard to purchase orders/Agreements which are not completed through the Webshop.
- 4 The Client shall indemnify IM from the consequences of any claims by third parties arising from the execution of the Agreement and which are caused by acts attributable to the Client.
- 5 The restrictions with regard to the liability in articles 9.1 – 9.4 are not applicable in case of:
 - i. damages caused by willful misconduct or gross negligence by IM or its employees;
 - ii. product liability as mentioned in Chapter 6 Title 3, paragraph 3 Dutch Civil Act.

X. Privacy policy

- 1 Personal Client information, obtained by IM as a consequence of a purchase, will only be saved and /or processed in order to fulfill its obligations arising from the Agreement, for purposes of marketing by IM and maintenance of a client relation with Client. In processing the personal Client information IM shall comply to the applicable rules and regulations, in particular the Personal Data Protection Act. The registration of personal Client information will be applied at the Dutch Data Protection Authority.
- 2 Client is at any time entitled to inspect its personal Client information. A request to inspect this information should be sent to IM at the following e-mail address: info@isaacmonte.nl.

XI. Force Majeur

- 1 Force Majeur is taken to mean any shortcoming which may not be attributed to IM according to law, jurisprudence or generally

accepted situations or circumstances. Force Majeur is also taken to mean import or export prohibitions by or because of a government, lack of or non-timely delivery by suppliers of IM, strikes or extremely high absenteeism through illness by IM employees or suppliers.

- 2 In the event of a Force Majeur situation, IM has the choice of either cancelling (further) execution of the Client's order or rescinding the order without legal intervention, by informing Client of this in writing and without being held to any form of liability for damages or costs. The Client shall be obliged to pay for (part of) the product(s) that have been delivered by IM.

XII. Intellectual property rights

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- 1 The Client acknowledges that IM is the rightful owner and/or licensee with regard to the relevant intellectual property rights concerning the (pictures of the) IM products, packaging, the website, texts, trademarks, trade names and logo's, information, IM concepts and databases and shall entirely and unconditionally respect these rights. The Client is prohibited to reproduce and/or make available to the public any of the protected items without the prior written consent of IM.
- 2 The Client is not allowed to transfer the Agreement or any rights arising from the Agreement with IM to third parties.

XIII. Payment

- 1 Unless agreed otherwise in writing, the Client must make 50% down payment after receipt of the invoice and 50% before shipment will take place. The production of the piece(s) will start after receipt of the down payment. This period is a deadline on expiry whereof the Client will be in default. Settlement with claims the the Client allegedly has on IM is excluded.
- 2 In the event of non-payment, a contractual interest will be payable equal to an interest percentage of 1.5% per month or the statutory interest if the latter is higher, in respect of which one part of a month will be counted as a full month, as of the first day after expiry of the payment term.

- 3 In the event that payment is overdue, the Client will owe collection costs. In this connection, the extrajudicial collecting costs are fixed at 15% of the amount payable with a minimum of €250.
- 4 The Client does not have the right to refuse or suspend the fulfilment of its payment obligation on the basis of alleged defects in the Product or for any other reason.
- 5 In the event of winding-up, insolvency, the filing of a petition in bankruptcy or for a suspension of payment on the part of the client, any claim IM may have on the Client on any account whatsoever shall forthwith by due and payable.
- 6 IM has the right at all times to require that the Client provide security, in any form whatsoever, for the fulfilment of all its obligations under the Agreement. If the Client fails to act on my request to provide security, IM has the right to dissolve the Agreement or to suspend his obligations.

XV. Safety

All the products of IM have been designed as objects of art and are sold as such. The Client should consider them as objects of art. Should these objects of art be used as functional objects, the demands customary to functional objects cannot be made on these Products.

Based on the foregoing, IM refuses to accept any liability arising as a consequence of any other use of the Products than as an object of art.

I expressly draw the attention to the safety instructions accompanying applicable products.

XVI. Applicable law and competent court

- - 1 All rights, obligations, offers, orders and Agreements to which these terms apply, as well as these General Terms & Conditions themselves, are governed by Dutch law only.

2 Any disputes between parties will be submitted to the jurisdiction of the competent Courts in the Netherlands.