

General Terms and Conditions:

The general terms and conditions as stated below.

Artgraphics

Artgraphics, registered with the Chamber of Commerce under number 11033007

Company:

The Counterparty acting in the exercise of a business or profession.

Consumer:

The Counterparty not acting in the exercise of a business or profession.

Distance purchase:

The agreement between the Counterparty and Artgraphics, whereby, within the framework of a system for distance selling organised by Artgraphics, exclusive use is made of one or more techniques for distance communication, such as a website, telephone or other means of communication, to conclude the agreement.

Agreement:

Any agreement concluded between Artgraphics and the Counterparty.

Product:

All matters that are the subject of the agreement concluded between the Counterparty and Artgraphics

Counterparty:

The person who has accepted these general terms and conditions and has purchased the product. The Counterparty is understood to mean both Consumers and Companies. Section: 1 Scope of application

These General Terms and Conditions apply to every offer, quotation and Agreement concluded between Artgraphics and the Other Party, unless the parties have expressly and in writing deviated from these General Terms and Conditions. Conditions of the buyer that conflict with or deviate from these Terms and Conditions shall only apply if Artgraphics has accepted them in writing. These General Terms and Conditions shall also apply to agreements with Artgraphics, for the execution of which third parties must be involved. The applicability of any purchasing or other General Terms and Conditions of the Other Party is expressly rejected. If it has become apparent that one or more provisions in these General Terms and Conditions are void or voidable, the General Terms and Conditions shall remain in force for all other matters. In the event of this situation, Artgraphics and the Other Party shall enter into consultation with the aim of agreeing on new provisions to replace

(1) Two types of shops are available via the Artgraphics platform. On the one hand, shops that are designed and operated by Artgraphics itself (Artgraphics shop) and on the other hand, shops that are designed and operated by independent shop operators (Partner shops). In each shop, information about the operator of that shop can be entered via an Own Page (Open your shop).

(2) Artgraphics is fully responsible for the articles and motifs offered in an (Artgraphics shop) and the design of the shop.

(3) The shop operator itself is solely responsible for the articles and motifs offered in a (Partner shop) and the design of the shop and also the advertising for the articles offered. Artgraphics cannot expressly be held responsible for the content of these shop operators, insofar as they do not correspond to the regulations of these general terms and conditions and/or the regulations of the Artgraphics shop operators' GTC. This applies in particular in the event that shop operators act contrary to their obligation to use exclusively these general terms and conditions of Artgraphics when concluding contracts with their customers in their shops

Section: 3 Responsibility of the Counterparty

(1) When placing an order in which texts and/or logos are uploaded, the Counterparty must ensure that the files in which these are uploaded are 800px in size.

By accepting these General Terms and Conditions, the Counterparty confirms that it has checked the size of the uploaded files and also checked the texts provided for spelling errors.

(2) Artgraphics checks the size and content of the emailed files after the order has been paid. If the uploaded text or file does not meet the requirements, Artgraphics will make every effort to adjust the file so that it meets the requirements. This may lead to a delay in the delivery time.

(3) If it is not possible to adapt the supplied texts to the requirements set by Artgraphics, or if it is not possible to print the uploaded file, Artgraphics will report this to the Other Party as soon as possible.

Section: 4 Purchase Agreement

(1) The "Offers" stated on this page are a non-binding invitation to the customer to order from Artgraphics.

(2) Artgraphics cannot be held to its offers and/or quotations if the Other Party, according to terms of reasonableness and fairness and generally accepted views in society, should have understood that the offer and/or quotation or a part thereof contained an obvious mistake or error.

(3) If the acceptance, whether or not on minor points, deviates from the offer included in the offer and/or quotation, Artgraphics is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless Artgraphics indicates otherwise. (4) A composite quotation does not oblige Artgraphics to supply part of the items included in the offer and/or quotation for a corresponding part of the stated price.

(5) The products that are offered are custom printed, so we cannot take back the ordered products. We would therefore like to point out our size chart that you can find on the website. Of course, production errors will be corrected. Of course, you can always contact our support department to find a solution if this does occur.

(6) Products, sizes or colours that have been ordered but are no longer available because they are no longer in the range, an alternative will be offered. Think of a different colour, size or completely different article. If no choice can be made here, the total amount of the articles that are no longer available will be returned.

(7) Artgraphics always reserves the right to refuse/cancel an order that has been placed and paid for.

(8) No costs will be charged for cancellation of an order, this only if it is indicated within 48 hours after placing the order. After 48, 50% of the total amount will be charged.

(9) Artgraphics and the Counterparty may terminate the agreement at any time by mutual consent.

(10) Both Artgraphics and the Counterparty may terminate the agreement at any time, subject to a notice period of one month.

(11) If during the execution of the Agreement it appears that it is necessary to amend or supplement the Agreement for proper execution, Artgraphics will inform the Counterparty of this as soon as possible. The parties will then proceed to adjust the Agreement in a timely manner and in mutual consultation.

(12) If the parties agree that the Agreement will be amended or supplemented, the time of completion of the execution may be affected. Artgraphics will inform the Counterparty of this as soon as possible.

(13) If the amendment or supplement to the Agreement will have financial, quantitative and/or qualitative consequences, Artgraphics will inform the Counterparty of this in advance. (14) If a fixed price has been agreed, Tshirtdeal will indicate to what extent the change or addition to the Agreement affects the price. In this case, Artgraphics will try to provide a price quote in advance, as far as possible.

(15) Artgraphics will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to Artgraphics.

(16) Changes to the originally concluded Agreement between the Counterparty and Artgraphics are only valid from the moment that these changes have been accepted in writing by both parties by means of a supplementary or amended Agreement.

Section: 5 Cancellation of agreement

(1) The Counterparty has the right to cancel the agreement.

(2) In the event of cancellation, Artgraphics will charge the costs already incurred. Artgraphics will provide the Counterparty with an overview of these. (3) In addition, in the event of cancellation 48 hours after the conclusion of the agreement, Artgraphics has the right to charge 50% of the agreed fee in connection with the lost profit and costs incurred.

(4) In the event of force majeure, the Other Party is not obliged to pay the full Fee.

(5) Since Artgraphics works with Print on Demand, custom made items cannot be returned or cancelled.

(6) The following conditions apply to textile transfers.

(7) Textile transfers and UV DTF Stickers can be changed within 8 hours, this makes it a

Delivery will take place at the location of Artgraphics or at the address specified by the Counterparty, unless otherwise agreed.

(9) The Counterparty is obliged to accept the purchased items at the time they are handed over to him, unless this entails serious objections or unreasonable costs.

(10) If the Counterparty refuses to accept the item at the place of delivery or is negligent in providing data or instructions that are necessary for the delivery, the items intended for delivery will be stored at the risk and expense of the Counterparty, after Artgraphics has informed the Counterparty of this.

(11) The Counterparty is obliged to accept the purchased items at the time they are made available to him or are handed over to him.

(12) If the Counterparty refuses to accept the item at the place of delivery or is negligent in providing data or instructions that are necessary for the delivery, the items intended for delivery will be stored at the risk and expense of the Counterparty. In that case, the Counterparty will be liable for all additional costs.

(13) When sending Stickers and Transfers per meter, you will be offered the option to send the order in a tube for a fee. If you do not choose this option, we will not provide a guarantee on the shipment. This means that transfers or stickers without a tube can easily be damaged. This is entirely your own responsibility.

Section: 8 Transfer of risk to consumers

(1) This provision only applies to the Counterparty in its capacity as a consumer.

(2) The items that are the subject of the Agreement are at the expense and risk of Artgraphics until the time at which the items are brought into the power of the Counterparty.

(3) The risk of loss, damage or depreciation of items that are the subject of the Agreement is transferred to the Counterparty at the time at which the items are brought into the power of the Counterparty in its capacity as a Consumer or a third party to be designated by the Counterparty.

Section: 9 Transfer of risk companies

(1) This provision only applies to the Counterparty in its capacity as a company.

(2) The items that are the subject of the Agreement until the time of making the items available to the Counterparty are at the expense and risk of Artgraphics.

(3) The risk of loss, damage or depreciation of items that are the subject of the Agreement is transferred to the Counterparty at the time when the items are made available to the Counterparty or a third party to be designated by the Counterparty.

Section: 10 Prices

(1) For customers from EU countries, the prices stated are final prices. These prices include the taxes due, in particular VAT and other government levies. Shipping costs will be charged separately and stated separately on this invoice. The delivery address is decisive.

(2) For customers from outside the EU, all prices offered are net prices. The delivery address is decisive. If VAT is payable in accordance with legal provisions in the recipient's country, this must be paid additionally upon receipt of the delivery. In addition, import duties may be due, which the customer must pay additionally upon receipt of the products.

(3) The customer is liable for shipping costs, which may depend on the value of the order and the place of delivery. Current shipping costs can be found at [www. Artgraphics](http://www.Artgraphics).

(4) Purchase price and shipping costs must be paid immediately without deduction.

(5) A surcharge will be charged for shipments abroad.

(6) Artgraphics will provide the Counterparty with information about all additional costs in good time before concluding the Agreement or provide data on the basis of which these costs can be calculated by the Counterparty.

(7) If Artgraphics agrees a fixed price with the Counterparty when concluding the Agreement, Artgraphics is entitled to increase the price, even if the price was not originally given subject to reservation.

(8) If Artgraphics intends to change the price, it will inform the Counterparty of this as soon as possible.

(9) If a price increase occurs within three months after concluding the Agreement, the Counterparty can terminate the Agreement by means of a written statement, unless:

- the price increase results from an authority or an obligation imposed on Artgraphics by law.
- Artgraphics is still prepared to execute the Agreement on the basis of what was originally agreed.
- it has been agreed that delivery will take place more than three months after the purchase. (10) The Counterparty is entitled to terminate the Agreement if the price is increased more than three months after the conclusion of the Agreement, unless it is stipulated in the Agreement that delivery will take place more than three months after the purchase.

Section: 11 Distance Purchase

(1) This provision only applies to the Counterparty in the capacity of Consumer.

(2) In the event of Distance Purchase, delivery must take place within 30 calendar days at the latest.

(3) In the event of Distance Purchase, Artgraphics has the right to oblige the Counterparty to pay in advance a maximum of 50 percent of the price.

(4) In the event of Distance Purchase, the Counterparty has the right to revoke the Agreement within fourteen calendar days after receipt of the items delivered by Artgraphics, without stating reasons.

(5) In the event of a Distance Purchase, the Counterparty has the right to revoke the Agreement after 30 calendar days if Artgraphics has not delivered the product within 30 calendar days, unless the parties have agreed on a different delivery period.

(6) If Artgraphics has not fulfilled its obligation to provide information or has not provided information in the correct form, the Counterparty has the right to terminate the Agreement within one year after receipt of the items delivered by Artgraphics, without giving reasons. If Artgraphics still complies with the obligation to provide information within one year, the period of fourteen calendar days will commence on the day after it has finally complied with that obligation.

(7) The Counterparty can revoke the Agreement via the standard form for revocation placed by Artgraphics or in a manner chosen by the Counterparty itself.

(8) If the Counterparty returns the delivered items, the Counterparty must return the items in proper packaging, with all delivered accessories and in their original condition. The shipping costs for returning are at the risk and expense of the Counterparty.

(9) If the Counterparty has exercised its right of withdrawal, the Counterparty is obliged to return the goods within fourteen calendar days because the Counterparty has informed Artgraphics that it is withdrawing the agreement.

(10) If the Counterparty has exercised its right of withdrawal, Tshirtdeal will refund the full amount paid, including the paid shipping costs, no later than fourteen calendar days after the termination of the Agreement.

(11) If the items are not available, Artgraphics will inform the Counterparty as soon as possible and Artgraphics will refund the amount paid within fourteen calendar days. If Artgraphics and the Counterparty agree that an item of similar quality and price may be delivered, the shipping costs for returning will be borne by Artgraphics. The foregoing only applies if the Counterparty exercises its right of withdrawal during the cooling-off period.

(12) The provisions of this article do not apply if the Agreement relates to:

- products whose price is subject to fluctuations in the financial market over which Artgraphics has no influence and which occur within the withdrawal period;
- sealed products of which the Counterparty has broken the seal;
- hygienic products of which the Counterparty has broken the seal;
- products that are delivered within the cooling-off period with the consent of the Counterparty;
- products that cannot be returned due to their nature;
- products that can spoil or age quickly;
- products of a personal nature;
- custom-made products.

Section: 12 Payment

(1) Payment is made by transfer to a bank account designated by Artgraphics at the time of purchase or delivery, unless otherwise agreed. Transfer is made by invoice or bank transfer.

(2) Payment can be made in the form of iDeal payment options. Artgraphics has the right to limit the payment method options a customer can choose from, depending on the value of the order, the region to which the shipment is to be sent or other business criteria.

(3) Payment must be made in advance.

(4) If the payment method chosen by the customer cannot be made despite the contractual execution by Artgraphics, in particular if payment cannot be made due to a deficit in the customer's account or due to the provision of incorrect data, the customer is obliged to pay Artgraphics or the third parties charged by Artgraphics with the settlement the additional costs incurred as a result. a) If the customer fails to meet its payment obligation, Artgraphics has the right to hand over its claim to a collection agency and to pass on the personal data required for payment to this third party.

b) If third parties are involved in the settlement of the payment, the payment will only be deemed to have been made to Artgraphics if the amount has been made available to the third party in accordance with the agreement, so that the third party can dispose of it without any restriction.

(5) The Counterparty is not authorised to deduct any amount from the amount due due to a counterclaim made by it.

(6) Objections to the amount of the invoice do not suspend the payment obligation.

(7) After the expiry of {number of days} after the invoice date, the Counterparty will be in default by operation of law, without notice of default. From the moment of default, the Counterparty will owe interest of 2% per month on the amount due, unless the statutory interest is higher. (8) In the event of bankruptcy, suspension of payment or guardianship, the claims of Artgraphics and the obligations of the Counterparty towards Artgraphics are immediately due and payable.

(9) Riverty – Post-payment for consumers (NL/BE)

Riverty carries out the entire post-payment process for Artgraphics and all associated webshops. When you complete your order via Riverty, you will receive a digital payment overview from them and you will pay the order amount to Riverty. Riverty will perform a data check to approve your request for post-payment. Riverty applies a strict privacy policy as described in the privacy statement. If, against all expectations, your request for payment with Riverty is not authorized, you can of course pay for your order with another payment method. Would you like more information about post-payment with Riverty? Then go to the Riverty website.

Section: 13 Collection costs

If the Counterparty is in default or in breach of its obligations (in a timely manner), all reasonable costs incurred to obtain satisfaction out of court shall be borne by the Counterparty.

(2) With regard to the extrajudicial (collection) costs, Artgraphics, insofar as the Counterparty acts in the capacity of a Company, in deviation from article 6:96 paragraph 5 of the Dutch Civil Code and the Decree on compensation for extrajudicial collection costs, is entitled to compensation of 15% of the total outstanding principal sum with a minimum of € 90 for each invoice that has not been paid in full or in part.

(3) With regard to the extrajudicial (collection) costs, Artgraphics, insofar as the Counterparty acts in the capacity of a Consumer, is entitled to the statutory maximum permitted compensation as determined in the Decree on compensation for extrajudicial (collection) costs.

(4) Insofar as the Counterparty acts in the capacity of a Consumer, Artgraphics is only entitled to compensation for the extrajudicial (collection) costs after Artgraphics has sent the Counterparty a reminder after the default has occurred to pay the outstanding invoice or invoices within fourteen days.

(5) Any reasonable legal and execution costs incurred shall also be borne by the Counterparty.

Section: 14 Retention of title

(1) All items delivered by Artgraphics under the Agreement shall remain the property of Artgraphics until the Counterparty has properly fulfilled and fully paid what it owes under the Agreement.

(2) The amount owed also includes: the compensation of all costs and interest, including those for previous and subsequent deliveries and services rendered, and also claims for damages due to failure to comply.

(3) As long as ownership of the items delivered has not been transferred to the Counterparty, the Counterparty may not resell, pledge or otherwise encumber what falls under the retention of title, subject to the normal exercise of its business.

Section: 15 Suspension

(1) If the Counterparty fails to fulfil an obligation under the Agreement, fails to fulfil it in full or fails to fulfil it on time, Artgraphics has the right to suspend the fulfilment of the corresponding obligation. In the event of partial or improper fulfilment, suspension is only permitted to the extent that the shortcoming justifies this.

(2) Furthermore, Artgraphics is authorised to suspend the fulfilment of the obligations if:

- after concluding the Agreement, Artgraphics has become aware of circumstances that give good reason to fear that the Counterparty will not fulfil its obligations;
- the Counterparty was requested to provide security for the fulfilment of its obligations under the Agreement when concluding the Agreement and this security is not provided or is insufficient;
- circumstances arise that are of such a nature that fulfilment of the Agreement is impossible or that Artgraphics cannot reasonably be expected to maintain the Agreement unchanged.

(3) Artgraphics reserves the right to claim damages.

Section: 16 Termination

(1) If the Counterparty fails to fulfil an obligation under the Agreement, fails to fulfil it in full, fails to fulfil it on time or fails to fulfil it properly, Artgraphics is authorised to terminate the Agreement with immediate effect, unless the shortcoming does not justify termination due to its minor significance.

(2) Furthermore, Artgraphics is authorised to terminate the Agreement with immediate effect, if:

- after concluding the Agreement, Artgraphics has become aware of circumstances that give good reason to fear that the Counterparty will not fulfil its obligations;

- the Counterparty was requested to provide security for the fulfilment of its obligations under the Agreement when concluding the Agreement and this security is not provided or is insufficient;
- due to the delay on the part of the Counterparty, Artgraphics can no longer be required to fulfil the Agreement under the originally agreed conditions;
- circumstances arise which are of such a nature that compliance with the agreement is impossible or that Artgraphics cannot reasonably be expected to maintain the agreement unchanged;
- the Counterparty is declared bankrupt, files a request for suspension of payments, requests application of debt restructuring for natural persons, is confronted with a seizure of all or part of its property;
- the Counterparty is placed under guardianship;
- the Counterparty dies.

(3) Dissolution takes place by means of written notice without judicial intervention.

(4) If the Agreement is dissolved, Artgraphics' claims on the Counterparty are immediately due and payable.

(5) If Artgraphics dissolves the agreement on the basis of the preceding grounds, Artgraphics is not liable for any costs or compensation.

(6) If the dissolution is attributable to the Counterparty, the Counterparty is liable for the damage suffered by Artgraphics.

Section: 17 Force Majeure

(1) A shortcoming cannot be attributed to Artgraphics or the Other Party, as the shortcoming is not due to their fault, nor is it their responsibility under the law, legal act or generally accepted views. In this case, the parties are also not obliged to fulfil the obligations arising from the Agreement.

(2) In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in this area in law and case law, all external causes, foreseen or unforeseen, over which Artgraphics has no influence and as a result of which Artgraphics is unable to fulfil its obligations.

(3) Circumstances considered to be force majeure include: exclusion, fire, water damage, natural disasters or other external disasters, mobilization, war, traffic obstructions, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machine parts, as well as any circumstance that hinders normal business operations as a result of which compliance with the Agreement by Artgraphics cannot reasonably be expected of the Other Party.

(4) Artgraphics also has the right to invoke force majeure if the circumstance that prevents (further) compliance with the Agreement occurs after Artgraphics should have fulfilled its obligation.

(5) In the event of force majeure, the parties are not obliged to continue the Agreement, nor are they obliged to pay any compensation.

(6) Both Artgraphics and the Counterparty may suspend the obligations under the Agreement in whole or in part during the period that the force majeure continues. If this period lasts longer than two months, both parties are entitled to terminate the Agreement with immediate effect, by means of written notice, without judicial intervention, without the parties being able to claim any compensation.

(7) If the force majeure situation is of a temporary nature, Artgraphics reserves the right to suspend the agreed performance for the duration of the force majeure situation. In the event of permanent force majeure, both parties are entitled to terminate the Agreement extrajudicially.

(8) If, at the time of the occurrence of force majeure, Artgraphics has already partially fulfilled its obligations under the Agreement or will be able to fulfil them, and the part that has been fulfilled or is yet to be fulfilled has an independent value, Artgraphics is entitled to invoice the part that has already been fulfilled or is yet to be fulfilled separately. The Counterparty is obliged to pay this invoice as if there were a separate Agreement.

Section: 18 Warranty

(1) Specifications, drawings, images, technical data, descriptions of weights, dimensions and capacity, which are included in brochures, catalogues, mailings, advertisements or price lists, are purely informative in nature. Artgraphics cannot be held responsible for the correctness of this data. Only the specifications stated in the order confirmation are decisive with regard to the type and scope of the delivery.

(2) Artgraphics guarantees that the delivered items correspond to the agreement. Artgraphics also guarantees that the delivered items meet the usual requirements and standards that can reasonably be set for them and that the items have the properties that, taking all circumstances into account, are necessary for normal use.

(3) The warranty stated in these General Terms and Conditions applies to use within and outside the Netherlands.

(4) If the delivered item has been produced by a third party, the warranty provided by this third party applies, unless otherwise stated.

(5) If the delivered Product does not meet the warranty, Artgraphics will, after notification of this, replace or repair the Product free of charge within a reasonable period after receipt.

(6) When the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, are for the account of the Other Party.

(7) Any form of warranty will lapse if a defect has arisen as a result of unskilled use or lack of care, or if it is a result of changes made to the delivered goods by the Other Party or third parties. Nor is Artgraphics responsible for any damage that may arise as a result of these defects.

(8) The warranty will also lapse if the defect has arisen as a result of or is the result of circumstances over which Artgraphics has no influence. These circumstances include, among other things, weather conditions.

(9) If products are returned in the event of defects, Artgraphics will also pay the postage costs.

(10) Given the current state of the art, it cannot be guaranteed that the exchange of data via the internet will proceed without errors and/or will be possible at all times. Therefore, Artgraphics cannot be held liable for the uninterrupted availability of the online offer.

(11) The customer's claims for warranty are subject to the condition that, if the customer is an entrepreneur, they meet their mandatory inspection and complaint obligations in accordance with the General Terms and Conditions of Sale and Customs Administration.

(12) The limitation period for warranty claims for the delivered products is 1 year from the moment the products are received. If the customer is an entrepreneur, the limitation period is one year.

Section: 19 Inspection and complaints

(1) The Counterparty is obliged to inspect the delivered goods at the time of delivery, but in any case within two days after delivery. In doing so, the Counterparty must examine whether the quality and quantity of the delivered goods correspond to what was agreed, or at least meet the requirements that apply in normal commercial transactions.

(2) Visible defects and shortages must be reported to Artgraphics in writing within two days after delivery of the Product. The defective Product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

(3) Non-visible defects and shortages must be reported to Artgraphics within two days of discovery. The defective Product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

(4) For the Counterparty in the capacity of Consumer, a period of two months always applies when discovering visible and non-visible defects, as referred to in article 7:23 of the Dutch Civil Code.

(5) The right to (partial) refund of the price, repair or replacement of the Product or compensation for damages shall lapse if defects are not reported within the set period, unless a longer period arises from the nature of the Product or from the circumstances of the case.

(6) The payment obligation is not suspended if the Counterparty informs Artgraphics of the defect within the set period.

(7) If a complaint is made in a timely manner, the Counterparty remains obliged to accept and pay, unless this has no independent value.

Section: 20 Limitation of liability

(1) Artgraphics is only liable for direct damage caused by deliberate recklessness or intent of Artgraphics. Direct damage must be understood to mean exclusively:

- material damage to the property of the Counterparty;

- reasonable costs incurred by the Counterparty to determine liability and (the extent of the direct) damage.

- reasonable costs incurred by the Counterparty, and reasonably could and should have incurred, to prevent or limit the damage, to the extent that the Counterparty demonstrates that these costs have led to a limitation of the direct damage;

- reasonable costs incurred by the Counterparty to obtain satisfaction out of court, as referred to in article 6:96 paragraph 2, sub c of the Dutch Civil Code.

(2) Artgraphics is never liable for indirect damage, including in any case consequential damage, lost profit, missed savings, business stagnation or immaterial damage of the Counterparty. In the case of consumer purchases, this limitation does not extend beyond that permitted by Article 7:24 paragraph 2 of the Dutch Civil Code.

(3) Artgraphics is not liable for damage of any nature whatsoever, because Artgraphics has assumed incorrect and/or incomplete information provided by the Other Party, unless this incorrectness or incompleteness should have been apparent to Artgraphics.

(4) The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Artgraphics or its managerial subordinates.

(5) Artgraphics is not liable for mutilation, destruction, theft or loss of data or documents.

(6) If Artgraphics is liable for any damage, the liability of Artgraphics is limited to the amount of up to a maximum of once/twice the amount stated in the invoice or to the amount to which the insurance taken out by Artgraphics gives entitlement, increased by the deductible that Artgraphics bears in accordance with the insurance. (7) The Counterparty must report the damage for which Artgraphics can be held liable to Artgraphics as soon as possible, but in any case within ten days after the damage occurred, on penalty of forfeiture of any right to compensation for this damage.

(8) Any claim for liability against Artgraphics expires within one year after the Counterparty has become aware of the damaging event or could reasonably have been aware of it.

Section: 21 Indemnification

(1) The Counterparty indemnifies Artgraphics I against any claims by third parties who suffer damage in connection with the performance of the Agreement and which is attributable to the Counterparty.

(2) If Artgraphics I is approached by third parties, the Counterparty is obliged to assist Artgraphics I both out of court and in court. All costs and damage on the side of Artgraphics and third parties are further at the expense and risk of the Counterparty.

Section: 22 Limitation period

(1) All claims against Artgraphics and third parties engaged by Artgraphics (if applicable) are subject to a limitation period of one year, in deviation from the statutory limitation periods.

(2) The foregoing does not apply to claims based on the failure of the delivered item to comply with the Agreement. In this case, the claims expire after two years after the Other Party has informed T Artgraphics about the defect in the delivered item.

Section: 23 Right of withdrawal

Goods ordered from our Textile wholesaler, or custom printed CANNOT be returned, including samples. Offered goods will be refused and returned at your expense. All these deliveries are final

(1) Right of revocation

If you are a consumer within the meaning of the Civil Code (abw), you can revoke your declaration on the basis of which the contract was concluded within two weeks without giving reasons in writing (e.g. by letter, fax or e-mail) or, if the product is delivered to you before the expiry of this period, by returning the product. The period begins after you have received this instruction in writing, but not before the products have reached the recipient (in the case of repeated deliveries of similar products, not before the first partial delivery has arrived) and not before we have fulfilled our information obligations. To observe the revocation period, it is sufficient to send the revocation or the product before the expiry of the period.

The declaration of revocation or the return of the products must be sent to:

Artgraphics. Or by e-mail to: info@artgraphics

This right of withdrawal does not apply to contracts for the delivery of products that Artgraphics has manufactured based on customer specifications or that are clearly tailored to the customer's personal needs. This applies in particular to products that are printed with motifs (texts or motifs) according to the customer's wishes. The customer is aware that when ordering such products, he gives Artgraphics a specific order to manufacture the products in question.

(2) Consequences of withdrawal

In the event of a legally valid withdrawal, the services provided by both parties must be returned and any benefits enjoyed (e.g. interest) must be surrendered. If you are unable to return the service received in whole or in part or only in a deteriorated condition, you must compensate us for the depreciation accordingly. This does not apply to goods that have been made available to you if the deterioration is solely due to checking them - as would have been possible in a shop, for example. In addition, you can avoid the obligation to pay compensation for loss of value due to deterioration through use of the goods in accordance with their intended purpose by not using the goods as your property and refraining from doing anything that reduces their value. Goods that can be sent as a parcel must be returned at our risk. You must bear the costs of return if the delivered goods are in accordance with the order and the price of the goods to be returned does not exceed 40 euros, or if, in the case of a higher price of the goods, you have not yet paid the consideration or a contractually agreed partial payment at the time of revocation. In other cases, the return is free of charge for you. Goods that cannot be sent as a parcel

will be collected from you. Obligations to refund payments must be fulfilled within 30 days. For you, the period begins with the dispatch of your declaration of revocation or the goods, for us with the receipt thereof.

If the agreement is revoked in its entirety, Artgraphics also bears the costs for the dispatch of the goods to the consumer (shipping costs).

End of the instruction on the right of revocation.

Section: 24 Copyright on print designs, liability exemption

(1) If the customer provides his own motif or otherwise influences the product (text personalization), the customer assures Artgraphics that no rights of third parties rest on the text and motif. Any infringements of copyright, personality or trade name rights are in this case entirely at the customer's expense. The customer also assures that he does not infringe any other

rights of third parties by personalizing the product. (2) The customer shall indemnify Artgraphics from all claims and demands based on infringement of such third-party rights, insofar as the customer is responsible for the violation of his obligations. The customer shall reimburse Artgraphics for all resulting costs for defense and other damages.

Section: 25 Deviations in form and of a technical nature

(1) We expressly reserve the right that, in the event of fulfillment of the agreement, deviations may occur from the descriptions and information in our brochures, catalogues and other written and electronic documents with regard to the properties of fabrics, colours, weight, dimensions, design and similar features, insofar as these can be expected of the customer. Reasons for such changes to be accepted may arise from fluctuations and technical production methods that are customary in the trade.

(2) It may happen that a colour difference may occur with orders with different models (men, women or children). This is the result of different suppliers of textiles and models. If you would like more information about this, please contact support.

Section: 26 Protection of data

(1) Artgraphics will carefully and confidentially store the data and information that the Counterparty provides to Artgraphics.

(2) Artgraphics acts in accordance with the GDPR, which is effective from 25 May 2018. Artgraphics will maintain a register of processing activities on the basis of the GDPR.

(3) The Counterparty has the right to inspect, correct and delete the personal data provided.

(4) When visiting the website, Artgraphics can collect information from the Counterparty about the use of the website by means of cookies.

(5) The information that Artgraphics collects with cookies can be used for functional and analytical purposes.

(6) Artgraphics may only use the personal data of the Counterparty in the context of the performance of its delivery obligation or the handling of a complaint.

(7) Artgraphics is not permitted to lend, rent, sell or otherwise make public the personal data of the Counterparty.

(8) Artgraphics may only use the personal data of the Counterparty for necessary specific purposes.

(9) Artgraphics will not store the personal data for longer than necessary.

(10) The Counterparty is entitled to file a complaint with the Dutch Data Protection Authority about his/her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

(11) The Counterparty agrees that Artgraphics may approach the Counterparty for statistical research or customer satisfaction research. If the Counterparty does not wish to be approached for research, the Counterparty can make this known.

Paragraph: 27 Goods that have been ordered from our Textile wholesaler, or have been custom printed CANNOT be returned, including fitting models.

Offered goods will be refused and returned at your expense. All these deliveries are final.

Section: 28 Purchase on account.

(1) Goods that are ordered after approval on account must be transferred within 7 days after delivery.

This can be done on a bank account in the name of Artgraphics.

(2) If a payment agreement is not fulfilled, it will be handed over to a collection agency that we work with. All additional costs will be recovered from you.

Section: 29 designs.

(1) All designs on the Artgraphics website are designed by ourselves. We therefore own the original files of these.

(2) Using our designs is strictly prohibited, this is only possible after written approval from Artgraphics.

(3) Using our designs without written permission, we will therefore file with our legal department.

Please note: the colours in the images may differ slightly from the actual result

Section: 30 Intellectual property

(1) Artgraphics reserves the rights and powers that are due to it under the Copyright Act and other intellectual laws and regulations.

(2) Artgraphics reserves the right to use any knowledge gained through the execution of the work for other purposes, insofar as no confidential information is brought to the attention of third parties.

Section: 31 Amendment of general terms and conditions

(1) Artgraphics has the right to unilaterally amend these general terms and conditions.

(2) Amendments will also apply to agreements already concluded.

(3) Artgraphics will notify the Counterparty of the amendments by e-mail.

(4) The amendments to the general terms and conditions will come into effect 30 days after the Counterparty has been notified of the amendments.

(5) If the Counterparty does not agree with the announced amendments, the Counterparty has the right to terminate the agreement.

Section: 32 Applicable law and disputes

(1) All legal relationships in which Artgraphics is a party are exclusively governed by Dutch law. This also applies if an obligation is performed in whole or in part abroad or if the Counterparty resides abroad.

(2) The applicability of the Vienna Sales Convention is excluded.

Section: 33 Goods that have been ordered from our Textile wholesaler, or have been custom printed CANNOT be returned, including samples.

Offered goods will be refused and returned at your expense. All these deliveries are final.

Section: 34 Purchase on account.

(1) Goods that are ordered after approval on account must be transferred within 7 days of delivery.

This can be done to the bank account in the name of Artgraphics

(2) If a payment agreement is not complied with, it will be handed over to a collection agency that we work with. All additional costs will be recovered from you.

Section: 35 designs.

(1) All designs on the Artgraphics website have been designed by ourselves. We therefore own the original files of these.

(2) The use of our designs is strictly prohibited, this is only possible after written approval from Artgraphics

(3) The use of our designs without written permission, we will therefore file with our legal department.

Please note: the colours in the images may differ slightly from the actual result, always check the true colours.

Please note: Only the Dutch version of the general terms and conditions can be used to derive rights.