

## Terms and Conditions A-R-T-E

Partnership firm A-R-T-E (hereinafter: A-R-T-E) is registered with the Chamber of Commerce under number 83300031 and has its registered office at Aert van Nessesstraat 45 (3012 CA) in Rotterdam (the Netherlands).

### Article 1 - Concepts

1. In these general terms and conditions, the following terms are used with the following meaning, unless expressly stated otherwise:
2. **Offer:** any written offer to the Buyer for the delivery of Products by the Seller to which these terms and conditions are inextricably linked.
3. **Company:** the natural or legal person acting in the exercise of a profession or business.
4. **Consumer:** the natural person who is not acting in the exercise of a profession or business.
5. **Services:** A-R-T-E's services consist of offering online wall decoration prints on which the unique images generated by our AI art generator can be printed from the site.
6. **Buyer:** the Company or the Consumer who enters into a (remote) Agreement with the Seller.
7. **Agreement:** the (remote) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer.
8. **Products:** The Products offered on A-R-T-E's website are prints of the images produced by our AI art generator.
9. **Seller:** the supplier of Products to Buyer, hereinafter: A-R-T-E.

### Article 2 - Applicability

1. These general terms and conditions apply to every Offer from A-R-T-E and every Agreement between A-R-T-E and a Buyer and to every Service and/or every Product offered by A-R-T-E.
2. Before a (distance) Agreement is concluded, the Buyer will be given these general terms and conditions. If this is not reasonably possible, A-R-T-E will indicate to the Buyer how the Buyer can view the general terms and conditions, which in any case have been published on the website of A-R-T-E, so that the Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with A-R-T-E.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or completely void or are voided, the other provisions of these general terms and conditions will remain in effect and the void/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
7. If in these terms and conditions reference is made to she/her, this should also be understood as a reference to he/him/his, if and insofar as applicable.

8. The general terms and conditions of Picanova also apply to these general terms and conditions (<https://www.picanova.com/terms-and-conditions/>).

### **Article 3 - The Offer**

1. All offers made by A-R-T-E are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. There is only question of an Offer if it has been laid down in writing.
2. The Offer made by A-R-T-E is without obligation. A-R-T-E is only bound by the Offer if the acceptance thereof is confirmed by the Buyer in writing, or if the Buyer has already paid the amount due. Nevertheless, A-R-T-E has the right to refuse an Agreement with a potential Buyer for a valid reason for A-R-T-E.
3. The Offer contains an accurate description of the Product offered with associated prices. The description is detailed enough to enable the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind A-R-T-E. Any images and specific information in the Offer are only an indication and cannot be grounds for any compensation or dissolution of the Agreement (at a distance). A-R-T-E cannot guarantee that the colors in the image exactly match the real colors of the Product.
4. Delivery times and Terms stated in the Offer of A-R-T-E are indicative and do not entitle the Buyer to dissolution or compensation if they are exceeded, unless expressly agreed otherwise.
5. A composite quotation does not oblige A-R-T-E to deliver part of the goods included in the offer or Offer at part of the quoted price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and according to the run-out principle.

### **Article 4 - Formation of the Agreement**

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer from A-R-T-E by paying for the relevant Product.
2. An Offer can be made by A-R-T-E via the website.
3. If the Buyer has accepted the Offer by entering into an Agreement with A-R-T-E, A-R-T-E will confirm the Agreement with the Buyer in writing, at least by e-mail.
4. If the acceptance deviates (on minor points) from the Offer, A-R-T-E is not bound by it.
5. A-R-T-E is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Buyer cannot derive any rights from this mistake or error.
6. Products that cannot be taken back for (hygienic reasons, customization, etc.) are excluded from the right of withdrawal. This is expressly stated in the Offer.

### **Article 5 - Execution of the Agreement**

1. A-R-T-E will perform the Agreement to the best of its knowledge and ability.
2. If and insofar as the proper execution of the Agreement requires this, A-R-T-E has the right to have certain activities performed by third parties at its own discretion.

3. The Buyer shall ensure that all information, which A-R-T-E indicates is necessary or which the Buyer should reasonably understand is necessary for the performance of the Agreement, is provided to A-R-T-E in a timely manner. If the information required for the implementation of the Agreement has not been provided to A-R-T-E in time, A-R-T-E has the right to suspend the implementation of the Agreement.
4. In the performance of the Agreement, A-R-T-E is not obliged or obliged to follow the instructions of the Buyer if this changes the content or scope of the Agreement. If the instructions involve additional work for A-R-T-E, the Buyer is obliged to reimburse the additional or additional costs accordingly.
5. A-R-T-E may require security from the Buyer or full advance payment before proceeding with the performance of the Agreement.
6. A-R-T-E is not liable for damage of any nature whatsoever that has arisen because A-R-T-E relied on incorrect and/or incomplete information provided by the Buyer, unless A-R-T-E was aware of this inaccuracy or incompleteness.
7. The Buyer indemnifies A-R-T-E against any claims from third parties who suffer damage in connection with the performance of the Agreement and which are attributable to the Buyer.
8. The buyer can create an account on the website to view an overview of the purchases and to facilitate repeat purchases.

## **Article 6 - Delivery**

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not provided all requested information or has not provided it on time, does not cooperate sufficiently, the (down) payment has not been received by A-R-T-E on time or other circumstances if any delay occurs beyond the control of A-R-T-E, A-R-T-E is entitled to a reasonable extension of the delivery/ completion period. All agreed delivery/completion periods are never strict deadlines.
2. The Buyer is obliged to take delivery of the goods at the time when they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.
3. If the Products are delivered, the shipping costs will be charged. These will then be invoiced afterwards unless expressly agreed otherwise. Shipping costs vary according to product choice, shipping country and quantity.
4. If A-R-T-E requires information from the Buyer in the context of the implementation of the Agreement, the delivery time will only commence after the Buyer has made all information necessary for the implementation available to A-R-T-E.
5. If a term for delivery has been specified, this is indicative. Longer delivery times apply for deliveries outside the Netherlands.
6. It is possible to deliver the goods in parts, unless this has been deviated from in the Agreement or the partial delivery has no independent value.
7. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise.

## **Article 7 - Packaging and transport**

1. The carrier will undertake towards the Buyer to pack the goods to be delivered properly and secure them in such a way that they reach their destination in good condition under normal use.
2. Unless agreed otherwise in writing, all deliveries are made including sales tax (VAT), including packaging and packaging material.
3. The acceptance of goods without comments on the consignment note or the receipt serves as proof that the packaging was in good condition at the time of delivery.

## **Article 8 - Investigation, complaints**

1. The buyer is obliged to inspect or have inspected the delivered goods at the time of delivery, but in any case within 14 days after receipt of the delivered goods, but only to unpack or use them to the extent necessary to be able to assess whether it retains the Product. In doing so, the Buyer must examine whether the quality and quantity of the delivered goods correspond with the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.
2. Any visible defects or shortcomings must be reported to A-R-T-E in writing after delivery at [info@a-r-t-e.com](mailto:info@a-r-t-e.com) with a detailed description and clear photos. The buyer has a period of 14 days after delivery to do so.
3. If a complaint is made in time pursuant to the previous paragraph, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only be done with the prior written consent of A-R-T-E.
4. A-R-T-E is entitled to start an investigation into the authenticity and condition of the returned Products before reimbursement will take place.
5. If the Buyer exercises its right of complaint, the Buyer, being a Company, has no right to suspend its payment obligation or to set off outstanding invoices.

## **Article 10 - Prices**

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, except in the event that there are changes in VAT rates.
2. The prices stated in the Offer include VAT, unless expressly stated otherwise.
3. The prices as stated in the Offer are based on the cost factors applicable at the time of concluding the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the case of Products or raw materials for which there are price fluctuations on the financial market and over which A-R-T-E has no influence, A-R-T-E can offer these Products at variable prices. The Offer states that the prices are target prices and may fluctuate.

## **Article 11 - Payment and collection policy**

1. Payment should preferably be made in advance in the currency in which the invoice is made via the indicated method.
2. The buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.

3. The buyer must make a lump sum payment to the account number and details of A-R-T-E made known to it. The parties can only agree on a different payment term after explicit and written permission from A-R-T-E.
4. If a periodic payment obligation of the Buyer has been agreed, A-R-T-E is entitled to adjust the applicable prices and rates in writing with due observance of a period of 3 months.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, A-R-T-E's claims against the Buyer are immediately due and payable.
6. A-R-T-E has the right to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. A-R-T-E can, without being in default, refuse an offer for payment if the Buyer designates a different order for the allocation. A-R-T-E can refuse full repayment of the principal sum, if the outstanding and accrued interest as well as the costs are not also paid.
7. If the Buyer does not fulfill its payment obligation and has not fulfilled its obligation within the set payment term, the Buyer, being a Company, is in default. The Buyer being a Consumer will first receive a written reminder with a term of 14 days after the date of the reminder to still meet the payment obligation, including a statement of the extrajudicial costs if the Consumer does not meet his obligations within that term, before they falls into default.
8. From the date that the Buyer is in default, A-R-T-E will, without further notice of default, claim statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.
9. If A-R-T-E has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and execution costs incurred are also for the account of the Buyer.

## **Article 12 - Retention of title**

1. All goods supplied by A-R-T-E remain the property of A-R-T-E until the Buyer has fulfilled all the following obligations under all Agreements concluded with A-R-T-E.
2. The buyer is not authorized to pledge or encumber the goods subject to retention of title in any other way if the ownership has not yet been fully transferred.
3. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to inform A-R-T-E of this as soon as may reasonably be expected.
4. In the event that A-R-T-E wishes to exercise its property rights referred to in this article, the Buyer already now gives unconditional and irrevocable permission and authorization to A-R-T-E or third parties to be designated by it to enter all those places where A-R-T-E's property is located and to take those things back.
5. A-R-T-E has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or issue A-R-T-E. After the Buyer has fulfilled its obligations, A-R-T-E will endeavor to deliver the purchased Products to the Buyer as soon as possible, but no later than 20 working days.
6. Costs and other (consequential) damage as a result of retaining the purchased Products are for the account and risk of the Buyer and will be reimbursed to A-R-T-E by the Buyer upon first request.

## **Article 13 - Guarantee**

A-R-T-E guarantees that the Products comply with the Agreement, the specifications, usability and/or soundness stated in the offer and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified A-R-T-E of this use in writing at the time of entering into the Agreement.

## **Article 14 - Suspension and dissolution**

1. A-R-T-E is authorized to suspend the fulfillment of its obligations or to dissolve the Agreement if the Buyer does not or not fully comply with the (payment) obligations under the Agreement.
2. In addition, A-R-T-E is authorized to dissolve the existing Agreement between it and the Buyer, insofar as it has not yet been performed, without judicial intervention, if the Buyer does not timely or properly fulfill its obligations under any Agreement concluded with A-R-T-E. result.
3. Furthermore, A-R-T-E is authorized to dissolve the Agreement without prior notice of default if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness or if other circumstances arise which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is dissolved, A-R-T-E's claims against the Buyer are immediately due and payable. When A-R-T-E suspends compliance with its obligations, it retains its claims under the law and the Agreement.
5. A-R-T-E always reserves the right to claim compensation.

## **Article 15 - Limitation of Liability**

1. If the performance of the Agreement by A-R-T-E leads to liability of A-R-T-E towards the Buyer or third parties, that liability is limited to the costs charged by A-R-T-E in connection with the Agreement, unless the damage has arisen due to intent or gross negligence. The liability of A-R-T-E is in any case limited to the maximum amount of damage paid out by the insurance company per event per year.
2. A-R-T-E is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, missed savings and damage resulting from the use of the delivered Products is excluded. Consumers are subject to a restriction in accordance with what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
3. A-R-T-E is not liable for and/or obliged to repair damage caused by the use of the Product. All damage to Products as a result of use is expressly excluded from liability (including traces of use, use damage, fall damage, light and water damage, theft, loss, etc.).
4. A-R-T-E is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.
5. A-R-T-E is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for any reason..
6. A-R-T-E does not guarantee correct and complete transmission of the content of and by/on behalf of A-R-T-E e-mail, nor for the timely receipt thereof.
7. All claims of the Buyer due to shortcomings on the part of A-R-T-E lapse if they have not been reported in writing and with reasons to A-R-T-E within one year after the Buyer became aware or could reasonably

have been aware of the facts on which it bases its claims. All claims of the Buyer expire in any case one year after the termination of the Agreement.

## **Article 16 - Force majeure**

1. A-R-T-E is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that cannot be foreseen, attributable to its fault and is not for its account under the law, legal act or generally accepted views.
2. Force majeure is in any case understood, but is not limited to what is understood in this regard by law and jurisprudence, (i) force majeure of suppliers of A-R-T-E, (ii) failure to properly comply with obligations of suppliers that the Buyer has A-R-T-E are prescribed or recommended, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to: cyber crime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at the company of A-R-T-E and (xi) other situations that, in the opinion of A-R-T-E, fall outside its sphere of influence that affect the fulfillment of its temporarily or permanently prevent obligations.
3. A-R-T-E has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after A-R-T-E should have fulfilled its obligation.
4. Parties can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to dissolve the Agreement, without any obligation to pay damages to the other party.
5. Insofar as A-R-T-E has already partially fulfilled its obligations under the Agreement at the time of the commencement of force majeure or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, A-R-T-E is entitled to will be invoiced separately. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

## **Article 17 - Risk transfer**

The risk of loss of or damage to the Products that are the subject of the Agreement passes to the Buyer, being a company, at the moment the goods leave the warehouse of the relevant printing company. For Consumers, the aforementioned risk passes to the Buyer if the Products have been provided under the Buyer's control. This is the case if the Products have been delivered to the Buyer's delivery address.

## **Article 18 - Intellectual Property Rights**

1. All intellectual property rights and copyrights of A-R-T-E are vested exclusively in A-R-T-E and are not transferred to Buyer.
2. The Buyer is prohibited from publishing and/or multiplying, changing or making available to third parties all documents subject to A-R-T-E's intellectual property rights and copyrights without the express prior written consent of A-R-T-E. If the Buyer wishes to make changes to goods delivered by A-R-T-E, A-R-T-E must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products on which A-R-T-E's intellectual property rights rest other than as agreed in the Agreement.

### **Article 19 - Privacy, data processing and security**

1. A-R-T-E handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, A-R-T-E will inform the person concerned about this.
2. If A-R-T-E is required to provide information security under the Agreement, this security will meet the specifications agreed and a security level that, given the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

### **Article 20 - Complaints**

1. If the Buyer is not satisfied with the Products of A-R-T-E and/or has complaints about the (execution of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but no later than 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported via [info@ar-te.com](mailto:info@ar-te.com) with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Buyer if A-R-T-E is to be able to handle the complaint.
3. A-R-T-E will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. Parties will try to reach a solution together.

### **Article 21 - Applicable law**

1. Dutch law applies to every Agreement between A-R-T-E and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. A-R-T-E has the right to unilaterally change these general terms and conditions.
3. All disputes arising from or as a result of the Agreement between A-R-T-E and the Buyer will be settled by the competent court of the Rotterdam District Court, Rotterdam location, unless provisions of mandatory law designate another competent court.

Rotterdam, September 1, 2023.