

## TERMS OF DELIVERY Premium Art Collective Limited

### Definitions

1. **Premium Art Collective Limited:** Premium Art Collective Limited, established in London under Chamber of Commerce number 14826770.
2. **Customer:** the person with whom Premium Art Collective Limited has entered into an agreement.
3. **Parties:** Premium Art Collective Limited and customer together.
4. **Consumer:** a customer who is also an individual and who acts as a private person.

### Applicability of delivery conditions

1. These terms of delivery apply to all work, orders, agreements and deliveries of services or products by or on behalf of Premium Art Collective Limited. 2.  
The parties can only deviate from these terms of delivery if they have expressly agreed to this in writing. 3.

The parties expressly exclude the applicability of additional and/or deviating general and/or delivery conditions of the customer or of third parties.

### Consequences of not paying on time

1. If the customer does not pay within the agreed term, Premium Art Collective Limited is entitled to charge the statutory interest of 2% per month for non-commercial transactions and the statutory interest of 8% per month for commercial transactions from the day the customer absenteism, whereby part of a month is counted as a whole month.
2. When the customer is in default, he is also due to pay extrajudicial collection costs and any compensation to Premium Art Collective Limited.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. If the customer does not pay on time, Premium Art Collective Limited may suspend its obligations until the customer has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the customer, the claims of Premium Art Collective Limited against the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Premium Art Collective Limited, he is still obliged to pay the full agreed price to Premium Art Collective Limited.

### Right of advertising

1. As soon as the customer is in default, Premium Art Collective Limited is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. Premium Art Collective Limited enforces the right of reclamation by written or electronic notice.
3. As soon as the customer has been informed of the invoked right of recovery, the customer must immediately return the products to which this right relates to Premium Art Collective Limited, unless the parties agree otherwise.
4. The costs of returning or returning the products are the responsibility of the customer.

### Right of withdrawal

1. A consumer can cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:
  - the product has not been
  - used it is not a product that can spoil quickly, such as food or flowers it is
  - not a product that has been specially tailored or adapted for the consumer it is not a product
  - that cannot be returned for hygienic reasons (underwear, swimwear, etc.) the seal of the delivered goods is still intact, if
  - it concerns data carriers with digital content (DVDs, CDs, etc.) the product is not a journey, transport ticket, catering order or form of
  - leisure activity the product is not a loose magazine or newspaper
  -it does not concern an (order for) urgent repair

- it does not concern (order for) urgent
  - repairs, the consumer has not waived his right of withdrawal
2. The reflection period of 14 days as referred to in paragraph
    - 1 starts: on the day after the consumer has received the last product or part of 1 order as
    - soon as the consumer has received the first product with a subscription
    - as soon as the consumer has a service for the first time
    - purchased as soon as the consumer has confirmed that he is going to purchase
  3. digital content via the internet. <https://premium-art.shop>, can be downloaded.
  4. The consumer is obliged to return the product to Premium Art Collective Limited within 14 days after notification of his right of withdrawal, failing which his right of withdrawal will lapse.

#### Reimbursement of delivery costs

1. If the consumer has exercised his right of withdrawal in time and as a result has returned the complete order to Premium Art Collective Limited in time, Premium Art Collective Limited will refund any shipping costs paid by the consumer within 14 days of receipt of the timely and complete return of the order. refund to the consumer. 2.  
Delivery costs will only be borne by Premium Art Collective Limited insofar as the entire order is returned.

#### Reimbursement of return costs

If the consumer invokes his right of withdrawal and returns the entire order on time, the costs for returning the entire order will be borne by the consumer.

#### Right of suspension

Unless the customer is a consumer, the customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

#### right of retention

1. Premium Art Collective Limited can invoke its right of retention and in that case keep products of the customer until the customer has paid all outstanding invoices with regard to Premium Art Collective Limited, unless the customer has provided sufficient security for those costs. .
2. The right of retention also applies on the basis of previous agreements from which the customer still owes payments to Premium Art Collective Limited.
3. Premium Art Collective Limited is never liable for any damage that the customer may suffer as a result of using his right of retention.

#### Settlement

Unless the customer is a consumer, the customer waives its right to set off a debt owed to Premium Art Collective Limited against a claim against Premium Art Collective Limited.

#### Retention of title

1. Premium Art Collective Limited remains the owner of all delivered products until the customer has fully complied with all his payment obligations towards Premium Art Collective Limited, including claims for failure to comply with the agreement.
2. Until that time, Premium Art Collective Limited can at all times invoke its retention of title and take back the goods.
3. Before ownership has passed to the customer, the customer may not pledge, sell, alienate or otherwise encumber the products.
4. If Premium Art Collective Limited invokes its retention of title, the agreement is deemed to have been dissolved and Premium Art Collective Limited has the right to claim compensation, lost profit and interest.

#### Delivery

## Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at Premium Art Collective Limited, unless the parties have agreed otherwise.
3. Delivery of products ordered online takes place at the address indicated by the customer.
4. If the agreed amounts are not paid or not paid on time, Premium Art Collective Limited has the right to suspend its obligations until the agreed part has been paid.
5. In the event of late payment, there is creditor default, with the result that the customer cannot invoke a late delivery against Premium Art Collective Limited.

## Delivery time

1. The delivery times specified by Premium Art Collective Limited are indicative and do not entitle the customer to dissolution or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
2. The delivery time commences when the customer has fully completed the (electronic) ordering process and has received an (electronic confirmation) of this from Premium Art Collective Limited.
3. Exceeding the specified delivery time does not entitle the customer to compensation or the right to dissolve the agreement, unless Premium Art Collective Limited cannot deliver within 14 days after being notified in writing or the parties have agreed otherwise.

## Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

## Delivery of goods on order

1. The customer is obliged to purchase the goods produced by Premium Art Collective Limited on his behalf.
2. If goods have not been purchased by the customer after the delivery period has expired, they will remain at the disposal of Premium Art Collective Limited. Goods that have not been purchased will be stored at the expense and risk of the customer. Premium Art Collective Limited may always use the power of Section 6:90 of the Dutch Civil Code.

## Delivery and transfer of risk

The risk of loss, damage or depreciation of a purchased item passes to the customer at the moment when the item is brought into the customer's control.

## Transportation costs

Transport costs are for the account of the customer, unless the parties have agreed otherwise.

## Packaging and shipping

1. If the packaging of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product, failing which Premium Art Collective Limited cannot be held liable for any damage.
2. If the customer arranges for the transport of a product himself, he must report any visible damage to products or the packaging prior to transport to Premium Art Collective Limited, failing which Premium Art Collective Limited cannot be held liable for any damage.

## custody

1. If the customer does not purchase ordered products until later than the agreed delivery date, the risk of any loss of quality is entirely for the customer. 2. Any additional costs as a result of premature or late purchase of products are entirely for the account of the customer.

## Guarantee

1. The warranty with regard to products only applies to defects caused by faulty

1. The warranty with regard to products only applies to defects caused by faulty manufacturing, construction or material.
2. The guarantee does not apply in the case of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, as well as when the cause of the defect cannot be clearly determined.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties passes to the customer at the moment when they are legally and/or actually delivered, or at least come under the control of the customer or of a third party. third party who receives the product on behalf of the customer.

#### disclaimer

The customer indemnifies Premium Art Collective Limited against all third-party claims related to the products and/or services supplied by Premium Art Collective Limited.

#### Complaints

1. The customer must examine a product or service provided by Premium Art Collective Limited as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Premium Art Collective Limited of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings. .
3. Consumers must inform Premium Art Collective Limited of this within 2 months after the discovery of the shortcomings.
4. The customer provides a description of the shortcoming that is as detailed as possible, so that Premium Art Collective Limited is able to respond adequately.  
The customer must demonstrate that the complaint relates to an agreement between the parties.
- 5.6 If a complaint relates to ongoing work, this can in any case not lead to Premium Art Collective Limited being obliged to perform other work than has been agreed.

#### Notice of default

1. The customer must notify Premium Art Collective Limited of any notice of default in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Premium Art Collective Limited (in time).

#### Joint and several liability customer

If Premium Art Collective Limited enters into an agreement with multiple clients, each of them will be jointly and severally liable for the full amounts due to Premium Art Collective Limited under that agreement.

#### Liability Premium Art Collective Limited

1. Premium Art Collective Limited is only liable for any damage suffered by the customer if and insofar as that damage is caused by intent or willful recklessness.
2. If Premium Art Collective Limited is liable for any damage, it will only be liable for direct damage arising from or related to the performance of an agreement.
3. Premium Art Collective Limited is never liable for indirect damage, such as consequential damage, lost profit, missed savings or damage to third parties.
4. If Premium Art Collective Limited is liable, this liability is limited to the amount paid out by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

#### Expiry period

Any right of the customer to compensation from Premium Art Collective Limited expires in any case 12 months after

Any right of the customer to compensation from Premium Art Collective Limited expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Section 6:89 of the Dutch Civil Code.

#### Right to dissolution

1. The customer has the right to dissolve the agreement if Premium Art Collective Limited imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Premium Art Collective Limited is not permanently or temporarily impossible, dissolution can only take place after Premium Art Collective Limited is in default.
3. Premium Art Collective Limited has the right to dissolve the agreement with the customer if the customer does not fully or timely fulfill its obligations under the agreement, or if Premium Art Collective Limited has become aware of circumstances that give it good grounds to fear that the customer will not be able to properly fulfill his obligations.

#### Force majeure

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, a failure by Premium Art Collective Limited to fulfill any obligation to the customer cannot be attributed to Premium Art Collective Limited in any of the will of Premium Art Collective Limited independent situation, as a result of which the fulfillment of its obligations towards the customer is prevented in whole or in part or as a result of which the fulfillment of its obligations cannot reasonably be expected from Premium Art Collective Limited. 2.

The force majeure situation referred to in paragraph 1 also includes - but is not limited to: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions. 3.

If a force majeure situation arises as a result of which Premium Art Collective Limited cannot fulfill 1 or more obligations towards the customer, those obligations will be suspended until Premium Art Collective Limited can meet them again. 4.

From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing. 5.

Premium Art Collective Limited does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any benefits as a result of the force majeure situation.

#### Change of the agreement

If, after concluding the agreement for its implementation, it appears necessary to change or supplement its content, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

#### Change of delivery conditions

1. Premium Art Collective Limited is entitled to change or supplement these terms of delivery.
2. Changes of minor importance can be made at any time.
3. Major substantive changes will be discussed by Premium Art Collective Limited with the customer in advance as much as possible.
4. A consumer is entitled to terminate the agreement in the event of a substantial change to the terms of delivery.

#### Transfer of rights

1. Client rights under an agreement between the parties cannot be transferred to third parties without the prior written consent of Premium Art Collective Limited.
2. This provision applies as a clause with effect under property law as referred to in Article 3:83, paragraph 2 of the Dutch Civil Code.

#### Consequences nullity or voidability

1. If one or more provisions of these terms and conditions prove to be void or voidable, this will not affect the other provisions of these terms and conditions.
2. In that case, a provision that is void or voidable will be replaced by a provision that comes closest

2. In that case, a provision that is void or voidable will be replaced by a provision that comes closest to what Premium Art Collective Limited had in mind when drawing up the terms and conditions on that point.

**Applicable law and competent court**

1. These terms and conditions of delivery and any agreement between the parties are exclusively governed by Dutch law.
2. The Dutch court in the district where Premium Art Collective Limited is established has exclusive jurisdiction to take cognizance of any disputes between the parties, unless the law prescribes otherwise.

**Applicability of delivery conditions**

1. These terms of delivery are applicable since 01 June 2023.