

General terms and conditions

Mark Nuiver Art

consumers - september 2026

1. Definitions

The following definitions apply in these terms and conditions:

- 1.1. Ancillary Contract: a contract under which the Consumer acquires goods, Digital Content and/or services related to a Distance Contract, where those goods, Digital Content and/or services are supplied by the Trader or by a third party on the basis of an arrangement between that third party and the Trader;
- 1.2. Withdrawal Period: the period within which the Consumer may exercise the Right of Withdrawal;
- 1.3. Consumer: a natural person acting for purposes outside their trade, business, craft or profession;
- 1.4. Day: a calendar day;
- 1.5. Digital Content: data produced and supplied in digital form;
- 1.6. Continuing Supply Contract: a contract for the regular supply of goods, services and/or Digital Content over a period of time;
- 1.7. Durable Medium: any instrument, including email, which enables the Consumer or the Trader to store information addressed personally to them in a way that is accessible for future reference for a period appropriate to the purposes of that information and which allows the unchanged reproduction of the information stored;
- 1.8. Right of Withdrawal: the Consumer's right to withdraw from a Distance Contract within the Withdrawal Period;
- 1.9. Trader: Mark Nuiver Art, the legal person offering goods, Digital Content or access to Digital Content, and/or services to Consumers at a distance;
- 1.10. Distance Contract: a contract concluded between the Trader and the Consumer under an organised distance sales or service-provision scheme, without the simultaneous physical presence of the Trader and the Consumer, with the exclusive use of one or more means of distance communication up to and including the conclusion of the contract;
- 1.11. Model Withdrawal Form: the model withdrawal form set out in Annex I to these General Terms and Conditions. The trader is not obliged to provide Appendix I if the consumer has no right of withdrawal with regard to his order;
- 1.12. In Writing: in handwritten or printed form, or by email;
- 1.13. Means of Distance Communication: a means that can be used to conclude a contract without the Consumer and the Trader being physically present in the same place at the same time;

2. Identity of the Trader

Mark Nuiver Art
Zandberglaan 55
4818 GJ Breda
The Netherlands
Email address: info@marknuiver.nl
Telephone number: +31 6 31943330
Dutch Chamber of Commerce registration number: 91223423
VAT identification number: NL004876104B71

3. Applicability

- 3.1. These General Terms and Conditions apply to every offer made by the Trader and to every Distance Contract concluded between the Trader and the Consumer.
- 3.2. Before the Distance Contract is concluded, the text of these General Terms and Conditions shall be made available to the Consumer. If this is not reasonably possible, the Trader shall, before the Distance Contract is concluded, explain how the General Terms and Conditions may be inspected at the Trader's premises and state that they will be sent to the Consumer free of charge as soon as possible upon request.
- 3.3. Where the Distance Contract is concluded electronically, the text of these General Terms and Conditions shall be made available electronically before the contract is concluded, in such a way that the Consumer can easily store it on a Durable Medium. If this is not reasonably possible, the Trader shall, before the contract is concluded, indicate where the General Terms and Conditions may be consulted electronically and state that they will be sent to the Consumer free of charge, electronically or otherwise, upon request.
- 3.4. Where specific terms relating to goods or services apply in addition to these General Terms and Conditions, Articles 3.2 and 3.3 shall apply accordingly. In the event of conflicting terms, the Consumer may always rely on the applicable provision that is most favourable to them.

4. The Offer

- 4.1. Where an offer is valid for a limited period or is subject to conditions, this shall be expressly stated in the offer.
- 4.2. The offer shall contain a complete and accurate description of the goods, Digital Content and/or services offered. The description shall be sufficiently detailed to enable the Consumer to assess the offer properly. Any images used by the Trader shall faithfully represent the goods, services and/or Digital Content offered. The Trader shall not be bound by obvious mistakes or errors in the offer.
- 4.3. Each offer shall contain sufficient information to make clear to the Consumer the rights and obligations associated with accepting the offer.

5. The Contract

- 5.1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
- 5.2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
- 5.3. Where the contract is concluded electronically, the Trader shall take appropriate technical and organisational measures to secure the electronic transmission of data and shall provide a secure online environment. Where the Consumer can pay electronically, the Trader shall take appropriate security measures for that purpose.
- 5.4. Within the limits permitted by law, the Trader may investigate whether the Consumer is able to meet their payment obligations, as well as any facts and circumstances relevant to entering into the Distance Contract responsibly. If, on the basis of this investigation, the Trader has reasonable grounds for not entering into the contract, the Trader may refuse an order or application, stating the reasons, or make performance subject to specific conditions.
- 5.5. The trader will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
 - a. the office address of the Trader's establishment to which the Consumer may direct complaints;
 - b. the conditions, time limit and procedure for exercising the Right of Withdrawal, or a clear statement that the Right of Withdrawal does not apply, together with any applicable circumstances in which that right is lost;
 - c. information on guarantees and existing after-sales services;
 - d. the price of the goods, services or Digital Content, including all taxes; any applicable delivery charges; and the arrangements for payment, delivery or performance;
 - e. the requirements for terminating the contract where it has a duration of more than one year or is of indefinite duration;
 - f. the Model Withdrawal Form, where the Consumer has a Right of Withdrawal;
- 5.6. In the case of a Continuing Supply Contract, the information referred to in Article 5.5 need not be sent again with each subsequent delivery. This does not affect any obligation to inform the Consumer of changes or to provide other information required by law.

6. Right of Withdrawal for Goods

- 6.1. Unless an exclusion under Article 11 applies, the Consumer may withdraw from a contract for the purchase of goods without giving any reason during a Withdrawal Period of at least 14 days. The Trader may ask the Consumer for the reason for withdrawal but may not require the Consumer to provide one.
- 6.2. The Withdrawal Period shall begin on the day after the Consumer, or a third party designated by the Consumer other than the carrier, receives the goods. Where applicable, the following rules apply:
 - a. where the Consumer orders several goods in a single order and they are delivered separately, the Withdrawal Period shall begin on the day after receipt of the last of those goods. The Trader may refuse an order for several goods with different delivery times, provided that the Consumer has been clearly informed of this before starting the ordering process;
 - b. where delivery of goods consists of several lots or pieces, the Withdrawal Period shall begin on the day after receipt of the last lot or piece;
 - c. in the case of a contract for the regular delivery of goods over a specified period, the Withdrawal Period shall begin on the day after receipt of the first delivery.

7. Right of Withdrawal for Services and Digital Content Not Supplied on a Tangible Medium or material medium

- 7.1. Unless an exclusion under Article 11 applies, the Consumer may withdraw from a service contract or a contract for the supply of Digital Content not supplied on a Tangible Medium or material medium without giving any reason during a Withdrawal Period of at least 14 days. The Trader may ask the Consumer for the reason for withdrawal but may not require the Consumer to provide one.
- 7.2. The Withdrawal Period referred to in Article 7.1 shall begin on the day after the contract is concluded.
- Extended Withdrawal Period where the required withdrawal information has not been provided
- 7.3. If the Trader has not provided the Consumer with the legally required information about the Right of Withdrawal or with the Model Withdrawal Form, the Withdrawal Period shall expire twelve months after the end of the originally stipulated Withdrawal Period determined in accordance with Article 6 or Article 7, as applicable.
- 7.4. If the Trader provides the missing information within twelve months of the date from which the original Withdrawal Period is calculated, the Withdrawal Period shall expire 14 days after the day on which the Consumer receives that information.

8. The Consumer's Obligations During the Withdrawal Period

- 8.1. During the Withdrawal Period, the Consumer shall handle the goods and their packaging with care. The Consumer shall unpack or use the goods only to the extent necessary to establish their nature, characteristics and functioning. The guiding principle is that the Consumer may handle and inspect the goods only as they would be permitted to do in a shop, gallery or the Traders studio.
- 8.2. The Consumer shall be liable only for any diminished value of the goods resulting from handling beyond what is permitted under Article 8.1.
- 8.3. The Consumer shall not be liable for any diminished value of the goods if the Trader has failed to provide the legally required information about the Right of Withdrawal.

9. Exercise of the Right of Withdrawal and Associated Costs

- 9.1. To exercise the Right of Withdrawal, the Consumer shall inform the Trader of their decision within the Withdrawal Period, using the Model Withdrawal Form, the online withdrawal function where available, or another unequivocal statement. Use of the Model Withdrawal Form or online withdrawal function is not compulsory. The deadline is met if the Consumer sends the withdrawal notification before the Withdrawal Period expires.
- 9.2. The Consumer shall return the goods or hand them over to the Trader or the Trader's authorised representative without undue delay, and in any event within 14 days beginning on the day after the Consumer notifies the Trader of the withdrawal. This shall not be required if the Trader has offered to collect the goods. The return deadline is met if the Consumer sends back the goods before that 14-day period expires.
- 9.3. The Consumer shall return the goods together with all accessories supplied and, where reasonably possible, in their original condition and packaging, in accordance with the reasonable and clear instructions provided by the Trader. The absence of the original packaging does not, in itself, prevent the Consumer from exercising the Right of Withdrawal.
- 9.4. The burden of proving that the Right of Withdrawal was exercised correctly and within the applicable time limit rests with the Consumer.
- 9.5. The Consumer shall bear the direct cost of returning the goods, provided that the Trader informed the Consumer of this before the contract was concluded. The Consumer shall not bear those costs if the Trader failed to provide that information or agreed to bear the costs itself. For goods which cannot normally be returned by post, the Trader shall provide the legally required information about the return costs before the contract is concluded.
- 9.6. Where the Consumer withdraws after expressly requesting that the provision of a service, or the supply of gas, water or electricity not put up for sale in a limited volume or set quantity, begin during the Withdrawal Period, the Consumer shall pay an amount proportionate to what has been provided up to the time of withdrawal, in comparison with full performance of the contract, to the extent permitted by law.
- 9.7. The Consumer shall bear no cost for the performance of services or the supply of water, gas or electricity not put up for sale in a limited volume or set quantity, or for the supply of district heating, where:
- a. the Trader failed to provide the legally required information about the Right of Withdrawal, the payment due upon withdrawal or the Model Withdrawal Form; or
 - b. the Consumer did not expressly request that performance or supply begin during the Withdrawal Period.
- 9.8. The Consumer shall bear no cost for the full or partial supply of Digital Content not supplied on a Tangible Medium where:

- a. the Consumer did not expressly consent in advance to performance beginning before the end of the Withdrawal Period;
- b. the Consumer did not acknowledge that giving such consent would result in the loss of the Right of Withdrawal; or
- c. the Trader failed to provide the legally required confirmation of that consent and acknowledgement.

- 9.9. Where the Consumer exercises the Right of Withdrawal, all Ancillary Contracts shall terminate automatically by operation of law.
- 9.10. For Distance Contracts concluded through an online interface for which a Right of Withdrawal exists, the Trader shall provide a clearly labelled, prominently displayed and easily accessible online withdrawal function throughout the Withdrawal Period. The Consumer shall be able to identify themselves and the contract concerned, provide an electronic address for confirmation and submit the withdrawal through a clearly labelled confirmation function. The Trader shall inform the Consumer before the contract is concluded where this function can be found.
- 9.11. This Article concerns withdrawal without giving a reason. It does not restrict the Consumer's statutory remedies where goods, Digital Content or services are defective or otherwise fail to conform to the contract.

10. The Trader's Obligations in the Event of Withdrawal

- 10.1. Where the Consumer submits a withdrawal notification electronically through a facility provided by the Trader, the Trader shall acknowledge receipt without delay on a Durable Medium. Where the online withdrawal function is used, the acknowledgement shall include the content of the withdrawal statement and the date and time of its submission.
- 10.2. The Trader shall reimburse all payments received from the Consumer in respect of the contract from which the Consumer withdraws, including the applicable standard delivery charges, without undue delay and in any event within 14 days after the day on which the Trader is informed of the Consumer's decision to withdraw. Unless the Trader has offered to collect the goods, the Trader may withhold reimbursement until it has received the goods or the Consumer provides evidence of having returned them, whichever occurs first. Any amount lawfully payable under Article 9.6 remains due.
- 10.3. The Trader shall reimburse the Consumer using the same means of payment as the Consumer used, unless the Consumer expressly agrees to another method. The Consumer shall not incur any fees as a result of the reimbursement.
- 10.4. Where the Consumer expressly chose a delivery method more expensive than the least expensive standard delivery method offered by the Trader, the Trader shall not be required to reimburse the additional cost.

11. Exclusions from the Right of Withdrawal

The Right of Withdrawal does not apply in the following circumstances, subject to the applicable statutory requirements. The Trader shall clearly inform the Consumer before the contract is concluded where the Right of Withdrawal does not apply or may be lost.

- 11.1. Goods or services whose price depends on fluctuations in the financial market which are outside the Trader's control and which may occur within the Withdrawal Period.
- 11.2. Contracts concluded at a public auction. A public auction means a method of sale whereby goods, Digital Content and/or services are offered to Consumers who attend or have the possibility of attending in person, through a transparent, competitive bidding procedure conducted by an auctioneer, where the successful bidder is bound to make the purchase.
- 11.3. Goods made to the Consumer's specifications that are not prefabricated and are made on the basis of an individual choice or decision by the Consumer, or goods that are clearly personalised.
- The fact that an artwork is unique, handmade or produced after an order is placed does not, by itself, mean that this exclusion applies.
- 11.4. Service contracts after the service has been fully performed, but only where:
- a. performance began with the Consumer's express prior consent; and
 - b. the Consumer acknowledged that they would lose the Right of Withdrawal once the Trader had fully performed the contract.
- 11.5. Contracts for services related to leisure activities where the contract provides for a specific date or period of performance.
- 11.6. Goods which are liable to deteriorate or expire rapidly.
- 11.7. Sealed audio or video recordings or computer software which have been unsealed after delivery.
- 11.8. The supply of Digital Content not supplied on a Tangible Medium once performance has begun, but only where:
- a. the Consumer expressly consented in advance to performance beginning during the Withdrawal Period;
 - b. the Consumer acknowledged that they would thereby lose the Right of Withdrawal; and
 - c. the Trader provided confirmation of that consent and acknowledgement on a Durable Medium in accordance with Article 5.7.

12. Price

- 12.1. During the validity period stated in the offer, the prices of the goods and/or services offered shall not be increased, except for price changes resulting from changes in VAT rates.
- 12.2. Notwithstanding Article 12.1, the Trader may offer goods or services at variable prices where those prices are linked to fluctuations in the financial market over which the Trader has no control. The offer shall state that the prices are linked to such fluctuations and that any prices quoted are indicative.
- 12.3. Price increases within three months after the contract is concluded shall be permitted only where they result from statutory provisions or regulations.
- 12.4. Price increases taking effect three months or more after the contract is concluded shall be permitted only where the Trader has reserved the right to apply them and:
 - a. they result from statutory provisions or regulations; or
 - b. the Consumer is entitled to terminate the contract with effect from the date on which the price increase takes effect.
- 12.5. The prices stated in offers for goods or services include VAT where applicable.

13. Conformity with the Contract and Additional Guarantees

- 13.1. The Trader shall ensure that the goods and/or services conform to the contract, the specifications stated in the offer, reasonable requirements of quality and/or fitness for use, and the statutory provisions and/or government regulations in force on the date the contract is concluded.
- 13.2. Any additional guarantee provided by the Trader, its supplier, the manufacturer or the importer shall never limit the statutory rights and remedies that the Consumer may exercise against the Trader if the Trader fails to fulfil its contractual obligations.
- 13.3. An additional guarantee means any undertaking by the Trader, its supplier, importer or producer granting the Consumer rights or remedies that go beyond those required by law in the event of a failure to fulfil contractual obligations.
- 13.4. Where goods do not conform to the contract, the Consumer retains all applicable statutory rights to a remedy free of charge. The provisions concerning return costs upon withdrawal do not restrict those rights.

14. Delivery and Performance

- 14.1. The Trader shall exercise the utmost care when receiving and fulfilling orders for goods and when assessing requests for the provision of services.
- 14.2. The place of delivery shall be the address provided by the Consumer and accepted by the Trader as part of the order.
- 14.3. Subject to Article 4, the Trader shall fulfil accepted orders for goods promptly and no later than within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or an order cannot be fulfilled or can be fulfilled only in part, the Consumer shall be notified no later than 30 days after placing the order. In that event, the Consumer shall be entitled to terminate the contract free of charge and to any compensation to which they may be entitled.
- 14.4. Following termination under Article 14.3, the Trader shall reimburse the amount paid by the Consumer without delay.
- 14.5. The risk of damage to and/or loss of the goods shall remain with the Trader until delivery to the Consumer or to a third party designated by the Consumer, other than the carrier.
- 14.6. Services, including workshops and excursions, shall be performed on the date or within the period agreed for the relevant service. The delivery period for goods in Article 14.3 does not determine the performance date of a service.

15. Continuing Supply Contracts: Duration, Termination and Renewal Termination

- 15.1. The Consumer may terminate a contract of indefinite duration for the regular supply of goods or services at any time, subject to the agreed termination procedure and a notice period of no more than one month.
- 15.2. The Consumer may give notice at any time to terminate a fixed-term contract for the regular supply of goods or services with effect from the end of the agreed term, subject to the agreed termination procedure and a notice period of no more than one month.
- 15.3. In respect of the contracts referred to in Articles 15.1 and 15.2, the Consumer may:
 - a. give notice of termination at any time, without being restricted to a particular time or period;
 - b. terminate using at least the same method as was used to enter into the contract;
 - c. always terminate subject to the same notice period as the Trader has stipulated for itself.

Renewal

- 15.4. A fixed-term contract for the regular supply of goods or services may not be automatically extended or renewed for a further fixed term.

- 15.5. Notwithstanding Article 15.4, a fixed-term contract for the regular delivery of daily newspapers, other newspapers, weekly publications and magazines may be automatically renewed for a fixed period of no more than three months, provided that the Consumer can terminate the renewed contract with effect from the end of the renewal period by giving no more than one month's notice.
- 15.6. A fixed-term contract for the regular supply of goods or services may be automatically renewed for an indefinite period only if the Consumer may terminate it at any time by giving no more than one month's notice. For contracts for the regular delivery of daily newspapers, other newspapers, weekly publications and magazines less frequently than once a month, the notice period shall not exceed three months.

Duration

- 15.7. Where a contract has a duration of more than one year, the Consumer may, after one year, terminate it at any time by giving no more than one month's notice, unless the requirements of reasonableness and fairness preclude termination before the end of the agreed term.

16. Payment

- 16.1. Unless otherwise provided in the contract or in additional terms and conditions, amounts payable by the Consumer shall be paid within 14 days after the start of the Withdrawal Period or, where there is no Withdrawal Period, within 14 days after the contract is concluded. In the case of a service contract, this period shall begin on the day after the Consumer receives confirmation of the contract.
- 16.2. In the sale of goods to Consumers, general terms and conditions may not require advance payment of more than 50% of the purchase price. Where a lawful advance payment has been agreed, the Trader may suspend performance pending receipt of that payment to the extent permitted by law. This does not restrict the Consumer's Right of Withdrawal or other statutory rights.
- 16.3. The Consumer shall notify the Trader without delay of any inaccuracies in payment details provided or stated.
- 16.4. If the Consumer fails to pay on time and is in default, the Trader may charge statutory interest to the extent permitted by law. Before charging extrajudicial debt collection costs, the Trader shall send the Consumer a written payment reminder allowing a further 14 days, beginning on the day after receipt of the reminder, to pay without incurring such costs. The reminder shall state the collection costs that will become payable if payment is not made within that period.

If payment remains outstanding, collection costs shall be charged only within the applicable statutory limits. For outstanding amounts up to €10,000, these shall not exceed 15% of the first €2,500, 10% of the next €2,500 and 5% of the next €5,000, subject to the statutory minimum of €40. The Trader may apply lower amounts or percentages in the Consumer's favour.

17. Complaints Procedure

- 17.1. Complaints may be submitted to the Trader using the email address or postal address stated in Article 2. The Consumer should provide a clear description of the complaint and, where available, the order number or other information identifying the contract. The Trader shall handle complaints in accordance with this Article.
- 17.2. Complaints concerning performance of the contract must be submitted within a reasonable time after the Consumer discovers the problem. In the case of a lack of conformity of goods, notification within two months after discovery shall in any event be regarded as timely. This provision does not limit any more favourable mandatory protection available to the Consumer.
- 17.3. The Trader shall respond to complaints within 14 days of receipt. Where a complaint is expected to require a longer processing time, the Trader shall respond within that period by acknowledging receipt and indicating when the Consumer can expect a more detailed response.
- 17.4. The Trader and the Consumer shall attempt to resolve complaints by mutual agreement. This complaints procedure shall not restrict the Consumer's right to bring a dispute before a court of competent jurisdiction or to exercise other statutory rights.

18. Governing Law and Disputes

- 18.1. Contracts between the Trader and the Consumer to which these General Terms and Conditions apply shall be governed by Dutch law. This choice of law shall not deprive the Consumer of the protection afforded by provisions that cannot be derogated from by agreement under the law that would apply in the absence of this choice of law.
- 18.2. Disputes may be brought before the court having jurisdiction under the applicable legal rules. These General Terms and Conditions shall not restrict the Consumer's right to bring a dispute before the competent court in their country of residence, to the extent that the law grants them that right.

19. Additional or Different Provisions

Provisions that supplement or depart from these General Terms and Conditions may not be to the Consumer's detriment and must be recorded In Writing or in a form that the Consumer can readily store on a Durable Medium.

Annex I — Model Withdrawal Form

Complete and return this form only if you wish to withdraw from the contract.

To:
Mark Nuiver Art
Zandberglaan 55
4818 GJ Breda
The Netherlands

Email: info@marknuiver.nl

I/We* hereby give notice that I/we* withdraw from my/our* contract concerning:

- the sale of the following goods: [description of goods]*;
- the supply of the following digital content: [description of digital content]*;
- the provision of the following service: [description of service]*.

Ordered on*/received on*: [date]

Name of consumer(s): [name]

Address of consumer(s): [address]

Signature of consumer(s): [signature]
(only if this form is submitted on paper)

Date: [date]

- Delete as appropriate.