

## Terms and Conditions

In these general terms and conditions is meant by

1. Contractor: Caminostones, Mural Mania or Andrea Haandrikman Muurschilderingen, registered with the Chamber of Commerce in the Netherlands under the number 57514348.

Client: the natural or legal person in whose assignment activities are performed and / or goods are delivered.

1.2. Agreement: meaning the agreement concluded between the Contractor and the Client on the provision of delivering services and / or carrying out activities and / or delivering goods.

1.3

Deviations from the general terms and conditions are only valid if these are expressly agreed in writing between the parties. If not in writing and explicitly agreed otherwise, Caminostones, Mural Mania or Andrea Haandrikman declines the conditions of the other party.

## 2. Artworks

2.1

Caminostones, Mural Mania or Andrea Haandrikman guarantees to be authorized to sell or give the artworks in consignment.

2.2

Caminostones, Mural Mania or Andrea Haandrikman is exclusively entitled to all intellectual property on the works of art, even after the sale of the artworks. The other party is not allowed to change the artworks of Caminostones, Mural Mania or Andrea Haandrikman

2.3

Artworks may not without prior written permission from Caminostones, Mural Mania or Andrea Haandrikman - for commercial purposes - be photographed, or filmed.

2.4

The artworks remain the property of Caminostones, Mural Mania or Andrea Haandrikman until the purchase price is paid in full to Caminostones, Mural Mania or Andrea Haandrikman.

2.5 There is artistic freedom for the artist in the interpretation of the theme of the client for Caminostones. Nevertheless when there is dissatisfaction with the execution, Caminostones, Mural Mania or Andrea Haandrikman, in the presence of the client, will offer an appropriate counter-offer or adaptation of the artwork.

2.6 The artworks do not serve to convey a racist message.

2.7 The delivery time of the artwork is in consultation.

## 3. Transfer of ownership and risk

3.1

With the exception of what is stated in the before mentioned members of this article, the ownership and risk of the artworks will transfer to the other party on delivery or expulsion (from the miniature stones).

3.2

As long as the other party does not have paid the full amount of the purchase price with the possible additional costs or has provided security for this, Caminostones, Mural Mania or Andrea Haandrikman remains owner of the artworks.

In that case the ownership transfers to the other party as soon as the other party has paid all obligations towards Caminostones, Mural Mania or Andrea Haandrikman.

3.3

If there is any doubt at Caminostones, Mural Mania or Andrea Haandrikman concerning the payment capacity of the counterparty, Caminostones, Mural Mania or Andrea Haandrikman is authorized to postpone the delivery of the artworks, until the other party has provided security for the payment. The other party is

liable for the possible additional costs of Caminostones, Mural Mania or Andrea Haandrikman caused by the delayed delivery.

#### 4. Resale

##### 4.1

The purchaser is not authorized to resell the works of art if not the complete payment is made by the other party with regard to the works of art of Caminostones, Mural Mania or Andrea Haandrikman.

5. Compensation and inspection on resale in case of incomplete payment of the purchase price by the other party

##### 5.1

The other party, acting contrary to the obligation to pay in full of the purchase price on the date of delivery, forfeiture in favor of the Caminostones, Mural Mania or Andrea Haandrikman compensation for each transaction, which shall be in breach of the prohibition on resale in the absence of complete payment of the purchase price to Caminostones, Mural Mania or Andrea Haandrikman. The size of the damage is fixed by the parties in advance at €. 2500.00 per artwork, without claim to the right of Caminostones, Mural Mania or Andrea Haandrikman to claim full compensation.

#### 6. Price and payment

##### 6.1

The purchase price concerns the artwork. The price does not include the costs of the packaging and the delivery costs.

##### 6.2

The other party is obliged to fully pay the purchase price on the date of delivery. The other party is not entitled to reduce any amount on the purchase price due to a counterclaim stated by the other party.

##### 6.3

If the other party does not meet the payment obligation in time and neither follows up a notice of default with the term of one week, Caminostones, Mural Mania or Andrea Haandrikman is authorized to dissolve the purchase agreement without its judicial intervention. In that case the other party is liable for the suffered damage by Caminostones, Mural Mania or Andrea Haandrikman from the costs of the notice of default.

##### 6.4

If Caminostones, Mural Mania or Andrea Haandrikman in case of default of the the other party proceeds to extrajudicial measures, the costs of these are on behalf of the other party. These costs amount to 15% of the invoice amount, with a minimum of €. 250.00.

6.5 The Personal Data Protection Act is in force for the client.

#### 7. Work at sight

##### 7.1

The counterparty is entitled to its own account and at its own risk to show works of art to potential buyers at home. The other party is also entitled to give the artworks prior to the sale on sight to potential buyers, to allow potential buyers to make a decision if the artwork suits them. The other party is against Caminostones, Mural Mania or Andrea Haandrikman fully liable for all damages resulting from showing, or giving sight of artworks.

#### 8. Dissolution

##### 8.1

Due to to the provisions of article 5, the purchase agreement will be dissolved without judicial intervention after a written statement at the time, when the the other party is declared bankrupt, requests (provisional) suspension of payment

payment, or a request by the court will be granted to declare the power of disposition over his assets or parts of it, unless the curator or receiver withdraws from this purchase agreement as an estate debt.

8.2

As a result of the dissolution, existing claims become immediate claimable. The other party is liable for the costs of offered damage by Caminostones, Mural Mania or Andrea Haandrikman, including loss of profit and transport costs.

9. Applicable law

9.1

This agreement is subject to Dutch and European law.

10. Applicability of general conditions

10.1

These general terms and conditions apply to all offers and acceptances from the side of the Caminostones, Mural Mania or Andrea Haandrikman. To the extent that Caminostones, Mural Mania or Andrea Haandrikman in their offer or acceptance would refer to other conditions, its applicability is expressly stated rejected.

11. Disputes

11.1

A dispute is deemed to be present as soon as one of the parties so explains.

11.2

Any disputes that may arise between the parties, as a result of their agreement or further agreements that result therefrom will be settled by the District Court in Roermond, the Netherlands, with the exception to the extent that compelling competency rules would stand in the way of this choice.