

TERMS AND CONDITIONS SHOP.BAXART.COM applicable as from 01-03-2016

Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Definitions

1. Bax Art Concepts & Services: based in Amsterdam and registered with the Chamber of Commerce under file number 33163966, trading as Bax Art Concepts & Services under the name Shop.baxart.com.
2. Website: the Website of Bax Art Concepts & Services, to be found at <http://baxart.com> and all of its subdomains.
3. Client: the (natura) person not acting in the performance of a profession or business who enters into an agreement with Bax Art Concepts & Services and/or is registered on the Website.
4. Agreement: any arrangement or agreement between Bax Art Concepts & Services and the Client of which the General Terms and Conditions are an integral part.
5. General Terms and Conditions: "Algemene voorwaarden SHOP.BAXART.COM" as translated into English here referred to as General Terms and Conditions.

Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all offers, agreements and deliveries of Bax Art Concepts & Services, unless explicitly agreed otherwise in writing.
2. If the Client in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Bax Art Concepts & Services if and in so far as Bax Art Concepts & Services has accepted them in writing.
3. In case of any misunderstanding in language or interpretations that have gone lost in translation only the Dutch version of the General Terms and Conditions, referred to as "Algemene voorwaarden SHOP.BAXART.COM", are applicable and binding for a competent court of law.

Prices and information

1. All prices posted on the Website and in other materials originating from Bax Art Concepts & Services taxes and other levies imposed by the government.
2. If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.
3. The content of the Website is composed with the greatest care. Bax Art Concepts & Services cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Bax Art Concepts & Services are subject to obvious programming and typing errors.
4. Bax Art Concepts & Services cannot be held responsible for deviations in color that result from the quality of the colors displayed on the screen.

Conclusion of the Agreement

1. The Agreement will be deemed to be concluded at the moment the Client accepts the offer of Bax Art Concepts & Services subject to the conditions laid down by Bax Art Concepts & Services.

2. If the Client has accepted the offer by electronic means, Bax Art Concepts & Services will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.
3. If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, Bax Art Concepts & Services will have the right demand fulfillment of the Client's obligations until the correct data is received.
4. Bax Art Concepts & Services has the right to refuse orders from clients that act in the exercise of their profession or business.

Registration

1. To make optimum use of the Website, the Client can register using the registration form/the account sign-in option on the Website.
2. During the registration process, the Client will be asked to choose a user name and password with which he can log on to the Website. The Client alone is responsible for choosing a sufficiently reliable password.
3. The Client must keep its login credentials, user name and password strictly confidential. Bax Art Concepts & Services cannot be held liable for any misuse of the login credentials and is always entitled to assume that the Client who logs on to the Website is the party that it professes to be. The Client is responsible for and bears the full risk of any and all actions and transactions performed via the Client's account.
4. If the Client knows or has reason to suspect that its login details have become available to unauthorized parties, it will be required to change its password as soon as possible and/or to notify Bax Art Concepts & Services accordingly so as to allow Bax Art Concepts & Services to take appropriate measures.

Execution of the Agreement

1. As soon as Bax Art Concepts & Services has received the order, it will send the products to the Client without delay and with due regard for the provisions of paragraph 3 of this article.
2. Bax Art Concepts & Services is authorized to engage third parties in the fulfillment of its obligations under the Agreement.
3. In principle, the delivery term of non downloadable items is 21 days. Delivery may be effected in various ways, at the discretion of Bax Art Concepts & Services.
4. If Bax Art Concepts & Services is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.
5. Bax Art Concepts & Services advises the Client to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.
6. The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.
7. If the ordered product can no longer be supplied, Bax Art Concepts & Services is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

Right of withdrawal

1. The Client will have the right to dissolve the distance Agreement with Bax Art Concepts & Services within 14 working days after receiving the product, free of charge and without stating reasons.

Only the direct costs incurred for the return shipment are for the Client's account. This means that the Client will have to pay the costs of returning the product. Any shipping costs paid by the Client and the purchase price paid for the product will be refunded to the Client if the entire order is returned.

2. During the withdrawal period referred to in paragraph 1 above, the Client will treat the product and its packaging with the utmost care. The Client may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.
3. The Client can dissolve the Agreement in accordance with paragraph 1 of this article by returning the product to Bax Art Concepts & Services within the term stated in paragraph 1, or by informing Bax Art Concepts & Services within this same term about the fact that it has decided not to purchase the product and returning the product as soon as possible.

Products can be returned to the following address:

Bax Art Concepts & Services
Wijtttenbachstraat 23-B
1093HR, Amsterdam

4. Any amounts already paid by the Client (in advance) will be refunded to the Client as soon as possible, and in any case within 30 days after dissolution of the Agreement.
5. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.
6. The right of withdrawal does not apply to:
 - Products that are clearly of a personal nature;
 - Products whose nature makes it impossible for them to be returned;
 - Audio and video recordings and computer software whose seal the consumer has broken.

Payment

1. The Client shall pay the amounts due to Bax Art Concepts & Services in accordance with the ordering procedure and any payment methods indicated on the Website. Bax Art Concepts & Services is free to offer any payment method of its choice and may change these methods at any time.

Warranties and conformity

1. Bax Art Concepts & Services warrants that the products satisfy the Agreement, the specifications laid down in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations that are in force on the date the Agreement is signed. If specifically agreed, Bax Art Concepts & Services will also warrant that the product is suitable for purposes other than its normal use.
2. Any warranties offered by Bax Art Concepts & Services, the manufacturer or the importer will not affect the statutory rights and claims which the Client already has and may invoke by virtue of the Agreement.
3. If the delivered product fails to satisfy the Agreement, the Client can notify Bax Art Concepts & Services accordingly within a reasonable period of time after discovering the defect.
4. If Bax Art Concepts & Services deems the complaint to be well founded, the products concerned will be repaired, replaced or refunded in consultation with the Client. The refund cannot exceed the price paid for the product by the Client. This article will not preclude the Client's right to claim damages, if applicable.

Complaints handling procedure

1. If the Client has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Bax Art Concepts & Services's service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.

2. Bax Art Concepts & Services will respond to the complaint as soon as possible, and in any case within 2 days after having received it. If it is not yet possible for Bax Art Concepts & Services to formulate a substantive reaction to the complaint by that time, Bax Art Concepts & Services will confirm receipt of the complaint within 2 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to the Client's complaint.

Personal details

1. Bax Art Concepts & Services will process the Client's personal details in accordance with the privacy statement published on the Website.

Final provisions

1. This agreement is governed by the laws of the country of establishment of the webshop.
2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Bax Art Concepts & Services has its registered office.
3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.
4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

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