

General terms and conditions of Atelier Gerrits.

1. General

1. These general terms and conditions apply to all agreements concluded between Atelier Gerrits and consumers.

Atelier Gerrits is the company of Marieke Gerrits, goldsmith | visual artist, hereinafter to be referred to as 'Atelier Gerrits'.

2. To the extent that parts of these general terms and conditions would deviate from mandatory provisions of the Civil Code, the provisions of the Civil Code shall apply.

3. Atelier Gerrits is a goldsmith's shop and studio. As such, Atelier Gerrits is engaged in the design, manufacture, sale and repair of objects, usually but not exclusively out of precious metals.

4. The purpose of these general terms and conditions is to create clarity between the parties with regard to the conditions under which the agreement between the parties is concluded, as well as with regard to the conditions under which the further execution of the agreement takes place.

2. The conclusion of the agreement

1. The contract between Atelier Gerrits and a consumer is concluded by means of offer and acceptance. Information in catalogues, images and drawings as well as general dimensional and weight specifications or other informative statements by Atelier Gerrits, can not be seen as an offer, but only as an invitation by Atelier Gerrits to the consumer to make an offer.

3. Price-fixing

1. The price agreed between Atelier Gerrits and the consumer is inclusive of VAT and exclusive of any other costs, unless expressly agreed otherwise between the parties.

2. The price agreed between Atelier Gerrits and the consumer cannot be deviated from unilaterally, unless the parties have expressly agreed that this is the case. This may be the case if it has been agreed that the price depends on variable factors such as labour, the price of raw materials or other factors. In that case, if this price increase takes place within three months after the conclusion of the contract and Atelier Gerrits has not yet incurred any costs, the consumer is entitled to dissolve the contract.

3. If a contract has been concluded between Atelier Gerrits and a consumer to design and manufacture a certain object and the consumer, for reasons of his own, including an increase in the price, no longer wishes Atelier Gerrits to proceed to manufacture after the design has been completed, the consumer is entitled to unilaterally dissolve the contract between the parties. In that

case, however, the consumer shall be obliged to pay Atelier Gerrits the costs incurred by X up to that moment, including the costs of the design.

4. Commitments

1. The parties may agree that the agreed price is to be paid in full at once, or they may agree that payment is to be made in instalments, for example by means of advance payments.
2. Unless the parties have expressly agreed otherwise, payment or partial payment shall take place within 14 days after the agreement has been concluded. Payment shall be made in cash, by means of electronic payment, or by means of giro payment into an account to be designated by Atelier Gerrits. The consumer is not entitled to proceed to setoff without permission of Atelier Gerrits.
3. If the consumer does not pay within the agreed term, he is in default by operation of law. In this case Atelier Gerrits shall have the right to suspend performance or to dissolve the agreement. Atelier Gerrits can also charge the consumer the statutory interest on the amount due, without any notice of default being required. The consumer shall also owe Atelier Gerrits the extrajudicial and judicial costs in connection with the collection of his claim from the day on which he is in default.
4. If the agreement between Atelier Gerrits and the consumer relates to the repair of a good and the consumer fails to fulfil his payment obligation, Atelier Gerrits has a right of retention with regard to the good to be repaired. This right of retention lapses as soon as the consumer has paid the costs of the repair as well as the interest and costs referred to in Article 4.3.
5. Atelier Gerrits shall also be entitled to charge the consumer for the costs of storage of the item to which the exercise of the right of retention relates. In this connection, Atelier Gerrits is required to invoice the consumer in the interim. If the costs of the repair, together with the interest and costs referred to in Article 4.3, as well as the costs of storage of the goods are equal to or higher than the value of the goods, Atelier Gerrits shall be entitled and obliged to sell the goods in order to prevent unreasonably high damage to itself or the consumer.

5. Intellectual property

1. The designs, drawings, calculations, descriptions, models and other delivered and eligible services provided by Atelier Gerrits remain the intellectual property of Atelier Gerrits, regardless of whether costs have been charged. Reproduction or publication of the aforementioned items or goods is not permitted without the prior consent of Atelier Gerrits.

6. Delivery obligations

1. Delivery by Atelier Gerrits takes place at the moment that the goods are in the possession of the consumer or the goods are placed under the control of the consumer.
2. Delivery should take place at the time that the parties have agreed upon.

3. If delivery does not take place at the agreed time, the consumer must give Atelier Gerrits notice of default and allow a reasonable period of time for fulfilment.

4. If Atelier Gerrits is not able to deliver within this reasonable period she will be in default, unless the delay in delivery is not attributable to her, or delivery is already permanently impossible.

5. Atelier Gerrits shall not be in default if the non-fulfilment of its delivery obligation is caused by the consumer's failure to comply or to comply in time with any obligation arising from the contract or to require its cooperation in the performance of the contract.

6. If the consumer fails to take possession of the goods and, after a registered and written warning, remains in default with the taking possession of the goods, Atelier Gerrits will be entitled to charge the costs of storage of the goods to the consumer. In this connection, Atelier Gerrits is required to invoice the consumer in the interim. If the costs of storage of the item are equal to or higher than the value of the item, Atelier Gerrits shall be entitled and obliged to sell the item, in order to prevent unreasonably high damage to herself or the consumer.

7. Risk and transfer of ownership, retention of title

1. The putting on or repairing of certain sensitive items carries the risk that the item supplied by the customer is damaged and becomes unusable as a result of the damage. Because the risk cannot reasonably and fairly be for Atelier Gerrits' account, an order can only be accepted on the express condition that the customer does not hold Atelier Gerrits liable or considers it liable in the event of damage to and/or rendering the item unusable.

2. When handing over a good in custody, Atelier Gerrits will make every effort to behave as a good custodian. Damage to or loss of the item as a result of situations that can be qualified as force majeure situations cannot be for the account of Atelier Gerrits. Force majeure situations include: burglary, robbery, disappearance at the time of shipment.

3. Immediately after delivery, as described in 6.1, has taken place, the consumer bears the risk for all direct and indirect damage that may be caused to or by the item, except insofar as this is due to intentional act or omission or gross negligence on the part of the seller.

4. Ownership of an item to be delivered by Atelier Gerrits will only pass to the consumer when all amounts owed by the consumer by virtue of deliveries or work, including interest and costs, also those due to shortcomings on the part of the consumer, have been paid in full to Atelier Gerrits.

5. If Atelier Gerrits is compelled to make use of its retention of title, it shall be entitled to unhindered access to the item. The consumer shall cooperate fully with Atelier Gerrits in order to give her the opportunity to exercise her retention of title, by taking back the goods.

8. Complaints, defects and warranty

1. The consumer has the obligation to check, on receipt of the purchased good, whether the good meets the requirements arising from the contract. If the consumer is of the opinion that the goods delivered are not satisfactory, he must inform Atelier Gerrits immediately after delivery, but no later than 5 days after the actual transfer of the goods has taken place, in writing, stating his reasons.
2. Complaints with regard to visible defects must be communicated, preferably in writing and specified, immediately after discovery thereof, but no later than 14 days after the actual transfer of the goods to the consumer, to Atelier Gerrits.
3. Complaints with regard to invisible defects must be communicated to Atelier Gerrits immediately after their discovery, but no later than 8 days after the expiry of the guarantee period referred to in the following articles, preferably in writing and in a specified manner.
4. If the periods mentioned are exceeded, all consumer claims against Atelier Gerrits with regard to the defects in question shall lapse.
5. The consumer must give Atelier Gerrits written notice to rectify the matter if he wishes the rectification to take place. If Atelier Gerrits does not proceed to repair the goods within 30 days, the consumer is entitled to have a third party repair the goods and to recover the costs thereof from Atelier Gerrits.
6. Atelier Gerrits guarantees the soundness of the delivered goods and the quality of the material used for this during a period of 6 months after delivery, with due observance of the provisions of article 8.2.
7. The guarantee in any case does not cover defects that occur in or are wholly or partly the result of:
 - the purchaser's failure to observe the instructions for use and maintenance or other than normal use;
 - Normal wear and tear;
 - processing and/or processing and/or repair by third parties, including the buyer;
 - the application of any governmental regulation regarding the nature or quality of the materials used;
 - materials or goods, which have been provided by the buyer to the seller for processing, including stones provided for settlement;
 - materials, goods, working methods and constructions, insofar as they are applied on the express instruction of the buyer, as well as of materials and goods supplied by or on behalf of the buyer.
8. If the consumer disassembles, repairs or other work on the delivered goods or has it done without the prior written approval of Atelier Gerrits, all claims under the guarantee will lapse.

9. Choice of court and choice of law

1. The parties agree that with regard to the settlement of disputes, in addition to the competent court according to the law, the absolutely competent court in the department in which Atelier Gerrits' business is located shall also have jurisdiction.

2. The parties agree that European law applies to all contracts to which these general terms and conditions apply.