

Terms and Conditions - v2

SciArt Store by Sieben Medical Art

26-04-2022

SIEBEN MEDICAL ART TERMS AND CONDITIONS

Clause 1 Definitions

1. Sieben Medical Art, which has its registered office in Leeuwarden and is registered with the Dutch Chamber of Commerce with registration number 75077779, shall be referred to as Sieben Medical Art in these general terms and conditions.
2. The other party shall be referred to as the Customer in these general terms and conditions.
3. The contract refers to the contract pursuant to which Sieben Medical Art offers services in exchange for payment and in respect of which the general terms and conditions have been declared to apply.

Clause 2 Applicability of General Terms and Conditions

1. These terms and conditions shall apply to all offers made by or on behalf of Sieben Medical Art to which she has declared them to apply, unless a variation to these terms and conditions is explicitly agreed in writing.
2. The version of these terms and conditions most recently supplied at any given time shall apply at that time. Sieben Medical Art is entitled to unilaterally change the general terms and conditions if she deems this necessary. In such a case, she will send a new version of the general terms and conditions. If the new version contains a major change that has adverse consequences for the Customer, the Customer has the right to dissolve the agreement.
3. The Customer's general terms and conditions are explicitly declared to be inapplicable.
4. If at any time any one or more provisions in these general terms and conditions should be or become null and void, either in whole or in part, the remaining provisions in these general terms and conditions shall remain fully applicable.

Clause 3 Offer

1. If no acceptance period is stated in the offer, the offer will expire after 14 calendar days.
2. Sieben Medical Art cannot be held to an offer if the Customer could reasonably have understood that the offer or part of the offer contains an obvious mistake or typographical error.
3. Offers do not automatically apply to follow-up orders.
4. Illustrations of products in the webshop provide as faithful as possible a representation of the products offered. However, colour deviations may occur depending on the setting of a monitor.

Clause 4 Rates and Payments

1. The contract is entered into for a definite period of time, unless the nature of the agreement dictates otherwise, or the parties have agreed otherwise in writing.
2. The offer states the (project) price of the selected service(s) or the product price. Any other additional costs, such as travel costs and shipping costs, are stated separately.
3. Products from the webshop will be listed including VAT and excluding shipping costs.
4. Acceptance of the offer creates the obligation to pay. Sieben Medical Art is entitled to request a deposit or full payment in advance. It is entitled to suspend the agreement until a (next) payment has been made. Work will only be scheduled after payment of the (deposit) invoice.
5. The following applies to physical products from the webshop: If the Customer pays in advance with iDeal, Bancontact or Paypal, the agreement is concluded when the invoice is charged. If the option payment after delivery is selected, ownership of the products only transfers to the Customer after payment has been made in full. Sieben Medical Art shall provide a secure web environment and make appropriate arrangements for electronic payment. Technical and organisational measures will be taken to secure the Customer's personal data. Sieben Medical Art confirms acceptance of the offer by an order confirmation via e-mail.
6. The rates agreed upon at the conclusion of the contract are based on the price level applied at that time. Sieben Medical Art has the right to adjust the fees at any time, if changed circumstances so require. If it does this within 3 months after entering into the contract, the Customer has the right to dissolve the contract.
7. If necessary, the Customer will receive an additional invoice for costs not yet invoiced for additional work arising from changed wishes or circumstances. Additional work will be communicated to the Customer in good time and will only be carried out after proper consultation. Additional work will be calculated based on the hourly rates announced in advance by Sieben Medical Art.
8. Sieben Medical Art is entitled to charge a surcharge for urgent orders.
9. Invoices must be paid within 30 calendar days of the invoice date, unless the parties have made other arrangements in writing, a different payment term is stated on the invoice, or the work should commence or be completed earlier.
10. If the Customer fails to pay an invoice in good time, the Customer is automatically in default and statutory interest is payable. The interest on the amount due will be calculated from the moment the Customer is in default until the moment of payment of the amount due in full.
11. If the Customer is in default of fulfilling his obligations, all reasonable costs incurred in obtaining payment out of court shall be borne by the Customer.
12. In the event of liquidation, bankruptcy, seizure or suspension of payment of the Customer, the claims of Sieben Medical Art shall be immediately due and payable and any licenses already granted shall immediately expire.

Clause 5 Provision of Information

1. The Customer shall provide Sieben Medical Art in good time with all information relevant for the performance of the contract.
2. The Customer is responsible for the accuracy, completeness and reliability of the information provided, even if it originates from third parties. Sieben Medical Art treats all data confidentially.
3. The Customer indemnifies Sieben Medical Art against any damage or loss arising from failure to comply with the provisions of this clause.
4. If the Customer does not provide the required information, or does not do so in time as indicated when the contract was entered into, and performance of the contract is delayed as a result, the resulting additional costs shall be borne by the Customer. Sieben Medical Art is entitled to pass on any increased prices if the Customer misses a deadline.

Clause 6 Performance of the Contract

1. Sieben Medical Art carries out the assignment to the best of its knowledge and ability. She shall not be liable for failure to achieve the result that the Customer intended. Customer must be aware of the standard style of Sieben Medical Art. Customer acknowledges that results are partly dependent on the efforts of the Customer.
2. Sieben Medical Art is entitled to engage third parties in the performance of its work.
3. Because some of Sieben Medical Art's services are provided online, it cannot guarantee that its services are available at any time at every location.

Clause 7 Changes in the Contract

1. If during the performance of the assignment it turns out that it is necessary to change or supplement the work to be carried out, the parties will amend the contract in good time and in consultation.
2. If the parties agree that the contract will be amended or supplemented, the time of completion may be affected. Sieben Medical Art will inform the Customer as soon as possible.
3. Sieben Medical Art is authorized to terminate the contract if new facts or circumstances have arisen which may lead to a breach of trust. Sieben Medical Art is not obliged to pay compensation in such a case.
4. If Sieben Medical Art is unable to perform its work, it shall try to reschedule in consultation. If this is not desirable, the Customer is entitled to cancel the contract and Sieben Medical Art shall suggest a substitute.
5. Cancellation of a contract by the Customer is only possible in writing. In case of a distance contract, the contract may be cancelled free of charge up to 14 calendar days after conclusion of the contract, unless the work is performed within these 14 calendar days, or the contract has been concluded B2B. In the event of cancellation of B2C contracts outside the statutory cooling-off period, the following cancellation conditions apply:
6. Cancellation is free until the sketch phase. In the event of cancellation during the sketch phase, 30% of the offered amount is due. In case of cancellation after a first draft, 70% of the amount will be charged and in case of later cancellation the entire amount is due. If the contract has been concluded B2C, the costs and hours worked up to that point shall become immediately due and payable in the event of cancellation.
7. In the event of cancellation, the design may not be used by the Customer unless the full amount is paid.
8. It is not possible to exchange and/or return purchased digital products. Ordering and paying for digital products will give the Customer direct access to his purchase. The Customer expressly agrees to waive the right to make use of the cooling-off period and the right to withdraw from the contract.
9. The cancellation conditions for physical purchases from the webshop are stated in the clause about the right to cancel purchases.

Clause 8 Right to Cancel Purchase

1. A cooling-off period of 14 calendar days applies during which the Customer may cancel the purchase of physical products from the webshop. Sieben Medical Art is entitled to ask the Customer about the reason for cancellation, but the Customer is not obliged to give a reason.
2. The cooling-off period in the previous paragraph starts on the day after the Customer has received the last product from the order.
3. Where products due to their nature fall under one of the statutory exemptions from the right to cancel the purchase, it will be indicated in the product description.
4. The right to cancel a purchase does not apply to personalized illustrations or works of art, nor does it apply to business agreements.

Clause 9 Obligations in the Event of Cancellation

1. The Customer shall treat the product and the packaging with care during the cooling-off period. The product may only be inspected in the same way as would be permitted in a shop.
2. The Customer shall be liable for any reduction in the value of the product resulting from the product being treated in a way that does not comply with paragraph 1.
3. After receiving notification that the purchase has been cancelled, Sieben Medical Art shall send a confirmation of receipt to the Customer.
4. Sieben Medical Art shall reimburse payments to the Customer within 14 days after the Customer has informed the Owner of the cancellation of the purchase.

Clause 10 Exercising the Right to Cancel the Purchase

1. The Customer shall notify Sieben Medical Art, in writing, during the cooling-off period that they are exercising their right to cancel the purchase.
2. The Customer shall return the product in its original condition and packaging within 14 days following the notification described in paragraph 1 of this Clause.
3. The burden of proving that the right to cancel has been exercised correctly and in good time rests with the Customer. Customer must be able to show proof of shipment to Sieben Medical Art.
4. The cost of returning the product is payable by the Customer.

Clause 11 Speaking Engagements

1. The following cancellation conditions apply to speaking engagements: both parties can cancel speaker engagements free of charge up to 4 weeks before the start. In the event of cancellation up to 7 calendar days in advance, the Customer owes 25% of the quoted amount. In case of cancellation between 7 calendar days and 24 hours, 50% of the amount is due and in case of cancellation within 24 hours, the entire amount is due.
2. Customer is required to provide the necessary facilities during a speaking engagement, including a microphone, screen, laptop, or any adapter cables for a Windows laptop and iPad Pro and a clicker.
3. In addition, the Customer must provide a changing room with water. If Sieben Medical Art must be present for a whole day, the Customer must also provide healthy meals.
4. Unless otherwise agreed, Sieben Medical Art will be on location no later than 30 minutes before the start of the presentation.

Clause 12 Force Majeure

1. In the event of force majeure, the parties are entitled to interrupt or reschedule the contract. Force majeure applies, among other things, if performance of the contract is prevented, temporarily or otherwise, by circumstances beyond the reasonable control of the parties, such as illness, accidents,

fire, or government measures.

2. If a situation as described in the first paragraph of this Clause arises, or if other circumstances occur as a result of which the contract can temporarily not be continued, obligations will be suspended as long as the parties are unable to fulfil their obligations. In such a situation, the parties jointly seek a solution. If this situation continues without an appropriate solution, both parties are entitled to terminate the contract, in writing and without this having the effect of cancelling the contract from the outset. The costs incurred and hours worked up to that point will then become immediately payable on demand.

3. In case of a B2B contract, the parties are obliged to reschedule and the payment obligation remains in force.

4. If the Customer wishes to reschedule the contract due to Covid, but government measures do not prevent continuation, whether or not in an adapted form, Sieben Medical Art is entitled to charge the costs associated with rescheduling.

Clause 13 Liability for damage and/or loss

1. Sieben Medical Art shall not be liable for any damage/loss arising from this contract, unless the damage/loss was caused intentionally or by gross negligence.

2. Sieben Medical Art shall not be liable for any damage/loss arising due to reliance on incorrect or incomplete information provided by or on behalf of the Customer.

3. The work is manual work. Therefore, Sieben Medical Art cannot guarantee the exact outcome of a selected sample. There may be irregularities and colour differences. Sieben Medical Art cannot be held liable for colour deviations on uncalibrated monitors and prints supplied by anyone other than Sieben Medical Art.

4. The Customer is ultimately responsible for checking the quality of the work performed and making full backups in a timely manner, where applicable.

5. The Customer remains at all times responsible for the application or execution of knowledge or actions as gained during the contract.

6. Sieben Medical Art is not liable for the consequences of any adjustment in the content by third parties or the customer.

7. Sieben Medical Art is not liable for errors in provided content if the Customer has approved the concept or has been given the opportunity to do so and has not used it.

8. Sieben Medical Art is not responsible for investigating the existence of third party rights. The Customer confirms that all items delivered to Sieben Medical Art are the property of the Customer and excludes all liability of Sieben Medical Art regarding rights of third parties.

9. Sieben Medical Art is not responsible for obtaining proper consent under the GDPR and other legal requirements that the Customer must adhere to when performing its work.

10. Sieben Medical Art is not liable for a product becoming defective if it has not been treated with care.

11. In the event that Sieben Medical Art is obliged to compensate the Customer for direct damage, the damage shall not exceed twice the amount charged by Sieben Medical Art to the Customer or paid out by the liability insurance, unless reasonableness and fairness dictate otherwise.

12. The Customer indemnifies Sieben Medical Art against all claims from third parties relating to the products and services supplied by Sieben Medical Art.

Clause 14 Intellectual Property

1. Sieben Medical Art retains the copyright to its content. Customer shall have a right of use and publication regarding content created by Sieben Medical Art for customer for the purposes as agreed in advance after full payment. Created content may not be used by third parties.

2. If content is to be used outside the granted license, permission must be obtained. Sieben Medical Art is entitled to charge an additional fee.

3. It is not allowed to make changes to the content, unless otherwise agreed.

4. In the event of publication, the Customer must mention Sieben Medical Art's name, unless otherwise agreed.

5. Any action conflicting with the provisions of this clause shall constitute an infringement of copyright.

6. In the event of an infringement, Sieben Medical Art shall be owed a fee of at least three times the license fee it usually charges for such use, without affecting its entitlement to compensation for any other damage and/or loss suffered.

7. The Customer gives Sieben Medical Art permission to use content created for the Customer for its portfolio, unless expressly objected to in advance. If personal data is visible on the content, a consent form will be used.

8. Ownership of physical products only transfers to Customer after full payment.

Clause 15 Special provisions

1. Both parties are bound to secrecy with regard to all confidential information that they have obtained in the context of their contract.

Clause 16 Delivery

1. Sieben Medical Art makes every effort to deliver the desired content as soon as possible. The stated delivery time must be taken into account, unless the parties have agreed otherwise.

2. The parties agree in advance on the number of proposals in which a draft will be submitted. Within a purchased package, the Customer can make use of correction rounds as mutually agreed. Customized wishes of the Customer or wishes outside this term, may result in an additional charge.

Clause 17 Webshop Delivery

1. The delivery address is the address provided by the Customer. Sieben Medical Art is not liable for any errors in the delivery information supplied.

2. Sieben Medical Art only delivers in the Netherlands, unless expressly agreed otherwise.

3. Sieben Medical Art aims to dispatch accepted orders within 1-5 working days, unless, for personalised products, a longer period has been agreed upon, or a product is not in stock.

4. If delivery is delayed, the Customer will be notified as soon as possible. If dispatch takes longer than 30 calendar days after the agreed delivery date, Customer is entitled to cancel the contract at no charge. In the event of cancellation, Sieben Medical Art will refund the amount paid by the Customer within 14 calendar days.

Clause 18 Complaints

1. Customer is obliged to notify Sieben Medical Art in writing of any complaints about offers, invoices and/or the delivered services and products as soon as possible, but at the latest within 14 calendar days after the complaint has arisen. Sieben Medical Art aims to respond to complaints within 7 calendar days.

2. If a complaint is made later, or if the included correction rounds have already been used, revisions will be processed based on Sieben Medical Art's hourly rate at that time.

3. Filing a complaint does not suspend the customer's payment obligation.

4. With effect from 15 February 2016, customers in the EU may also report complaints about physical purchases from a webshop using the European Commission's ODR platform. To visit this platform, please go to <http://ec.europa.eu/odr>. If the complaint is not yet being processed elsewhere, the Customer may file the complaint using the European Union's platform.

Clause 19 Warranty

1. Legal warranty provisions will be observed at all times.
2. In order to make a claim under this warranty, the customer must clearly describe the defect, send the shipment with sufficient postage to the specified service address and enclose a copy of the proof of purchase. The product must always be complete.

Clause 20 Dispute Resolution

1. These general terms and conditions are subject to Dutch law.
2. The parties shall not apply to the courts unless they have already made every effort to settle any dispute by mutual agreement. All disputes shall be settled by the competent court in the district in which Sieben Medical Art has its place of business, unless otherwise provided by law.
3. Notwithstanding the statutory limitation periods, the limitation period for all claims and defences against Sieben Medical Art and any third parties involved shall be 12 months.