

Terms and Conditions - v11

Paintings by ÚS

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Terms and Conditions

Article 1 - Definitions

In these terms and conditions, the following definitions apply:

Supplementary agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these 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;

Withdrawal period: the period within which the consumer may exercise the right of withdrawal;

Consumer: the natural person who is not acting for purposes relating to his or her trade, business, craft or profession;

Day: calendar day;

Digital content: data produced and supplied in digital form;

Continuous performance contract: an agreement that provides for the regular supply of goods, services and/or digital content over a specified period;

Durable medium: any tool - including email - that enables the consumer or trader to store information addressed personally to them in a manner accessible for future reference for a period adequate for the purposes of the information and which allows unchanged reproduction of the stored information;

Right of withdrawal: the consumer's option to withdraw from the distance contract within the withdrawal period;

Trader: the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance;

Distance contract: an agreement concluded between the trader and the consumer within the framework of an organised system for the distance sale of products, digital content and/or services, whereby exclusive or joint use is made of one or more means of distance communication up to and including the conclusion of the agreement;

Means of distance communication: means that can be used for concluding an agreement without the consumer and trader being simultaneously present in the same place.

Article 2 - Identity of the trader

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Article 3 - Applicability

These terms and conditions apply to every offer made by the trader and to every distance contract concluded between the trader and the consumer.

Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, the trader will indicate, before the distance contract is concluded, how the terms and conditions can be inspected at the trader's premises and that they will be sent free of charge at the consumer's request.

If the distance contract is concluded electronically, the text of these terms and conditions may, contrary to the previous paragraph and before the contract is concluded, be made available electronically in such a way that it can easily be stored by the consumer on a durable medium. If this is not reasonably possible, it will be indicated where the terms and conditions can be accessed electronically and that they will be sent free of charge electronically or otherwise at the consumer's request.

If specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly and the consumer may always rely on the applicable provision that is most favourable to them in the event of conflicting conditions.

Article 4 - The offer

If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.

The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the trader uses images, these are a true representation of the products, services and/or digital content offered. Obvious errors or mistakes in the offer are not binding on the trader.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to acceptance of the offer.

Article 5 - The agreement

Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and complies with the conditions set out therein.

If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance electronically. As long as receipt of this acceptance has not been confirmed by the trader, the consumer may dissolve the agreement.

If the agreement is concluded electronically, the trader will take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the trader will observe appropriate security measures.

Within legal limits, the trader may investigate whether the consumer can meet their payment obligations, as well as all facts and factors relevant to responsibly entering into the distance contract. If, based on this investigation, the

trader has good grounds not to enter into the agreement, they are entitled to refuse an order or request, stating reasons, or to attach special conditions to its execution.

At the latest upon delivery of the product, service or digital content, the trader will provide the consumer, in writing or in such a way that it can be stored in an accessible manner on a durable medium, with the following information:

- the visiting address of the trader's establishment where the consumer can lodge complaints;
- the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- information about guarantees and existing after-sales service;
- the price, including all taxes, of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
- the requirements for terminating the agreement if the agreement has a duration of more than one year or is for an indefinite period;
- if the consumer has a right of withdrawal, the model withdrawal form.

In the case of a continuous performance contract, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

The consumer may dissolve an agreement relating to the purchase of a product during a withdrawal period of at least 14 days without giving any reason. The trader may ask the consumer for the reason for withdrawal but may not require the consumer to state their reason(s).

The withdrawal period referred to in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

- if the consumer has ordered multiple products in a single order: the day on which the consumer, or a third party designated by them, has received the final product. The trader may refuse an order for multiple products with different delivery times, provided that the consumer has been clearly informed of this prior to the ordering process.
- if the delivery of a product consists of several consignments or parts: the day on which the consumer, or a third party designated by them, has received the final consignment or part.
- in the case of agreements for regular delivery of products during a defined period: the day on which the consumer, or a third party designated by them, has received the first product.

For services and digital content not supplied on a tangible medium:

The consumer may dissolve a service agreement and an agreement for the supply of digital content not supplied on a tangible medium within at least 14 days without giving any reason. The trader may ask the consumer for the reason for withdrawal but may not require the consumer to state their reason(s).

The withdrawal period referred to in paragraph 3 commences on the day following the conclusion of the agreement.

Extended withdrawal period if information is not provided:

If the trader has not provided the legally required information regarding the right of withdrawal or the model withdrawal form, the withdrawal period expires twelve months after the end of the original withdrawal period as determined in accordance with the previous paragraphs of this article.

If the trader has provided the information referred to in the previous paragraph within twelve months of the start date of the original withdrawal period, the withdrawal period expires 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the withdrawal period

During the withdrawal period, the consumer shall handle the product and its packaging with care. The consumer shall only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The guiding principle is that the consumer may only handle and inspect the product as they would be permitted to do in a shop.

The consumer is only liable for any diminished value of the product resulting from handling of the product beyond what is permitted in paragraph 1.

The consumer is not liable for any diminished value of the product if the trader has not provided all legally required information about the right of withdrawal before or at the time of concluding the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and related costs

If the consumer exercises the right of withdrawal, they must notify the trader within the withdrawal period by means of the model withdrawal form or by another unambiguous statement.

As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorised representative of) the trader. This is not required if the trader has offered to collect the product themselves. The consumer has observed the return period if they send back the product before the withdrawal period has expired.

The consumer shall return the product with all supplied accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the trader.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.

The consumer shall bear the direct costs of returning the product. If the trader has not stated that the consumer must bear these costs, or if the trader indicates that they will bear the costs themselves, the consumer is not required to pay the return costs.

If the consumer withdraws after having expressly requested that the performance of the service or the supply of gas, water or electricity not prepared for sale in a limited volume or quantity commence during the withdrawal period, the consumer shall owe the trader an amount proportional to that part of the obligation fulfilled by the trader at the time of withdrawal, compared with the full performance of the obligation.

The consumer shall bear no costs for the performance of services or the supply of water, gas or electricity not prepared for sale in a limited volume or quantity, or for the supply of district heating, if:

- the trader has failed to provide the legally required information regarding the right of withdrawal, compensation upon withdrawal, or the model withdrawal form; or
- the consumer has not expressly requested that performance of the service or supply of gas, water, electricity or

district heating commence during the withdrawal period.

The consumer shall bear no costs for the full or partial supply of digital content not supplied on a tangible medium if:

- they have not expressly agreed, prior to delivery, to the commencement of performance before the end of the withdrawal period;
- they have not acknowledged that they lose their right of withdrawal when giving their consent; or
- the trader has failed to confirm this statement from the consumer.

If the consumer exercises the right of withdrawal, all supplementary agreements shall be dissolved by operation of law.

Article 9 - Obligations of the trader in the event of withdrawal

If the trader makes it possible for the consumer to notify withdrawal electronically, they shall send confirmation of receipt without delay after receiving such notification.
The trader shall reimburse all payments made by the consumer, including any delivery costs charged by the trader for the returned product, without undue delay and within 14 days following the day on which the consumer notifies them of the withdrawal. Unless the trader offers to collect the product themselves, they may withhold reimbursement until they have received the product or until the consumer has provided proof that the product has been returned, whichever occurs first.
The trader shall use the same means of payment for reimbursement as the consumer used, unless the consumer agrees to a different method. The reimbursement shall be free of charge to the consumer.
If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the trader is not required to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The trader may exclude the following products and services from the right of withdrawal, provided that this is clearly stated in the offer and before the conclusion of the agreement:

- Service agreements, after full performance of the service, but only if:
 - performance has begun with the consumer's explicit prior consent; and
 - the consumer has declared that they lose their right of withdrawal once the trader has fully performed the agreement;
- Products manufactured according to the consumer's specifications, which are not prefabricated and are made on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person (such as commissioned work);
- The supply of digital content not supplied on a tangible medium, but only if:
 - performance has begun with the consumer's explicit prior consent; and
 - the consumer has declared that they thereby lose their right of withdrawal.

Article 11 - The price

During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes resulting from changes in VAT rates.
Notwithstanding the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market and over which the trader has no control, at variable prices. This dependency on fluctuations and the fact that any stated prices are indicative prices will be stated in the offer.
Price increases within three months after the conclusion of the agreement are only permitted if they result from statutory regulations or provisions.
Price increases from three months after the conclusion of the agreement are only permitted if the trader has stipulated this and:

- a. they result from statutory regulations or provisions; or
- b. the consumer has the right to terminate the agreement with effect from the date on which the price increase takes effect.

The prices stated in the offer of products or services include VAT.

Article 12 - Performance of the agreement and additional guarantee

The trader guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, reasonable standards of soundness and/or usability, and the statutory provisions and/or government regulations in force on the date the agreement is concluded. If agreed, the trader also guarantees that the product is suitable for use other than normal use.
Any additional guarantee provided by the trader, their supplier, manufacturer or importer shall never limit the statutory rights and claims that the consumer may assert against the trader under the agreement if the trader has failed to fulfil their part of the agreement.
"Additional guarantee" means any commitment by the trader, their supplier, importer or producer granting the consumer certain rights or claims beyond those they are legally obliged to provide if they have failed to fulfil their part of the agreement.

Article 13 - Delivery and performance

The trader shall exercise the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
The place of delivery shall be the address provided by the consumer to the trader.
With due observance of the provisions of Article 4 of these terms and conditions, the trader shall execute accepted orders with due speed but no later than within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer shall be informed thereof no later than 30 days after placing the order. In such case, the consumer has the right to dissolve the agreement free

of charge and is entitled to any compensation.

After dissolution in accordance with the previous paragraph, the trader shall refund the amount paid by the consumer without delay.

The risk of damage and/or loss of products rests with the trader until the moment of delivery to the consumer or a representative designated in advance and made known to the trader, unless expressly agreed otherwise.

Article 14 - Duration agreements (art rental), termination and renewal

This article applies to agreements that provide for the regular rental or supply of products over a specified period, such as art rental subscriptions.

Duration:

An art rental agreement is entered into for a minimum period of three months, unless expressly agreed otherwise.

Renewal:

After expiry of the minimum period, the agreement shall be automatically renewed for an indefinite period.

Termination:

After expiry of the minimum period, the consumer may terminate the agreement at any time with a notice period of no more than one month.

Termination must take place in the same manner as the agreement was concluded, unless agreed otherwise in writing.

Article 15 - Payment

Unless otherwise agreed in the contract or additional conditions, the amounts owed by the consumer must be paid within 14 days after the commencement of the withdrawal period, or, in the absence of a withdrawal period, within 14 days after conclusion of the agreement.

In the sale of products to consumers, the consumer may never be obliged under general terms and conditions to make an advance payment of more than 50%. Where advance payment has been agreed, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the agreed advance payment has been made.

The consumer has the obligation to report inaccuracies in provided or stated payment details to the trader without delay.

If the consumer fails to meet their payment obligation(s) on time, and after having been notified by the trader of the late payment and granted a period of 14 days to fulfil their payment obligations, and payment is not made within this 14-day period, the consumer shall owe statutory interest on the outstanding amount. The trader is entitled to charge extrajudicial collection costs in accordance with applicable Dutch law. The trader may deviate from the stated amounts and percentages in favour of the consumer.

Article 16 - Complaints procedure

The trader has a sufficiently publicised complaints procedure and handles complaints in accordance with this procedure.

Complaints regarding the performance of the agreement must be submitted to the trader within a reasonable time after the consumer has discovered the defects, fully and clearly described.

Complaints submitted to the trader will be answered within 10 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the trader will respond within the 10-day period with an acknowledgement of receipt and an indication of when the consumer can expect a more detailed response.

The consumer must give the trader at least four weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute resolution procedure.

Article 17 - Disputes

Agreements between the trader and the consumer to which these terms and conditions apply are exclusively governed by Dutch law.

Article 18 - Additional or deviating provisions

Additional or deviating provisions from these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.