

Amarna Online is the (trading) name used by Galerie Amarna for sales via its website at <http://www.amarna.nl>. We are located at Stokstraat number 29 in (6211 GB) Maastricht, the Netherlands. Our phone number is +31 (0)43 326 2429 and our fax number is +31 (0)43321 8577. We can be reached via email at contact@amarna.nl. Our registration number at the (Dutch) Chamber of Commerce is 14628633. Our (Dutch) VAT number is NL097331892B01.

Amarna Online uses General Terms and Conditions, as is usual for sales through websites. The General Terms and Conditions state the rights and duties which apply to you as a customer and to Amarna Online as a supplier. These General Terms and Conditions ensure that parties know where they stand.

The General Terms and Conditions are available in several languages. However, in the event that the interpretation of a provision is unclear, the Dutch version of the text prevails.

Article 1: Applicability

These General Terms and Conditions apply to any offer made by Amarna Online and to any agreement made between Amarna Online and you as a customer.

These General Terms and Conditions are accessible to everyone on this website. If you place an order, these General Terms and Conditions will be displayed and you can download, print and save them on your computer or other data carrier. By placing an order, you accept the applicability of these General Terms and Conditions.

These General Terms and Conditions are also available at business location and upon your request, we can send you a copy of these General Terms and Conditions by post or by email (free of charge).

We do not accept the applicability of any purchase conditions without our prior written consent.

We reserve the right to amend our General Terms and Conditions at any time. Naturally, the terms that are in effect at the time you place an order will apply.

Article 2: Establishment of the Purchase Agreement

In order to enable you to correctly assess any product, we make sure that all products appearing on the website will be described as completely and accurately as possible. If a product appearing on the website is temporarily offered at a special price (sale) or under special terms, we will expressly state this on our website.

If the goods ordered by you concern second-hand (vintage) products, we will mention, to the best of our abilities, any damage in the product description. However, we will not be liable for any incidental loss or damage that is not included in the description. Naturally, we will try to avoid any resulting dissatisfaction as much as possible.

If you place an order on our website (at <http://www.amarna.nl>), we will immediately confirm this order electronically (by email). A so-called 'long distance sales agreement' is only formed between you and Amarna Online after we have sent you the confirmation email. The electronic confirmation is deemed to describe the agreement correctly and completely unless you notify us of any objections immediately following receipt.

By placing your order, you confirm that you are over 18 years old.

We reserve the right to investigate and to determine whether we consider it responsible to enter into a purchase agreement with you. Therefore, we may refuse the order if necessary. If you do not comply with any of our terms (of payment) or in the event of other special circumstances, we will reserve the right to terminate the agreement. If we have any doubt about your credit worthiness, we can also attach special terms to the carrying out of the order.

Naturally, we take all reasonable care to ensure that you can place your order in a safe web environment.

We stand by the quality of our products. However, we do not offer guarantees on products that are ordered through this website. As a customer you have a statutory right to expect compliant products, which means that the products should be suitable for the purpose for which they have been purchased.

If you have any questions, please feel free to contact us at any time. We also have a complaints procedure. We will always do our best to resolve any dissatisfaction on your part.

Article 3: Delivery

We deliver while stocks last. We will carry out the orders accepted by us as soon as possible. This will of course take place within the agreed upon delivery time. However, all delivery periods mentioned on the website are indicative. Therefore, you cannot derive any rights from these periods. We will definitely deliver your order within 30 days, except when a longer delivery time has been agreed upon.

If the order can only be carried out in part or if the delivery is delayed, we will notify you as soon as possible, within the limits of our knowledge of the cause of the delay. When a certain product cannot be delivered (any more), we will do our best to deliver a replacement item. We will clearly inform you that the delivery contains a replacement product. This replacement product is subject to the right of withdrawal as referred to in article 5.

Risk of loss or damage will be transferred to you after the product has been delivered. We have fulfilled our delivery obligation if we have presented the product for delivery once at the address you have given us. The address you have given us will be considered as the place of delivery. If you are not at home or if the delivery is rejected, the risk of loss and damage of the ordered product will thereafter be at your own expense.

The determination whether the product is delivered at the address provided is based on the delivery company's records.

You can also pick up the ordered product at our physical store. You can specify this beforehand when placing your order. In that case, the moment of physical possession will count as the moment of delivery.

Article 4: The Price

All prices mentioned on the website are in Euros, including applicable (Dutch) VAT and excluding shipping costs. Unless otherwise specified,

the price is always calculated per unit.

All prices given on the website are subject to typing errors. Therefore, we will not be liable for the consequences of any printing or typing errors. After your order, we will not raise the price above what was charged at the time you placed your order, except when necessary under statutory regulations or provisions.

Article 5: Right of Withdrawal

If you, as a customer (natural person not acting in the exercise of his profession or on behalf of a company), order a product purchased by us that is not customised or especially made upon your request, you will have the right to return the delivered products within 14 days without specifying the reason. By returning the products, the long distance sales agreement will be cancelled. This 'reflection period' starts on the day of the delivery.

In the unlikely event that you wish to return the product, we would request that you provide us with written notice of your return request before returning the product . That way, we may still be able to resolve any of your objections. Additionally, we can give you further instructions about the way in which the product should be returned.

Return postage and original shipping costs cannot be refunded. You should always keep the proof of return in order to prove that the product has indeed been returned within the reflection period. Please be aware that the risk of any loss and/or damage to the product during the time of return will be at your own expense. We recommend you adequately insure your shipment.

We do not accept returns which do not have the return number provided by us. Naturally, you should handle the product and the packaging with care during the reflection period, as any damages that occur after the delivery will be at your own expense. Therefore, you should unpack the product in such a way that it, on the exercise of your right of withdrawal, can be returned to us with all of the delivered accessories included, in its original state and in its original packaging.

If you have used, worn or damaged the product delivered by us in any

way whatsoever, the right to terminate the agreement will cease. You will then no longer be able to exercise your right of withdrawal.

If we have received the returned product with the return number registered by us, in the original state in which we have sent it (meaning, among others, not worn or damaged and the original labels included), we will transfer the purchase price as soon as possible, within the legal period of 30 days, into the account number provided.

We expressly state that the right of withdrawal does not apply to the purchase of customised products or products with a personal character.

Article 6: Payment

Orders should be paid in advance. Until the payment has been made, the order will be kept aside for you. You are not entitled to delivery or pick-up of your order until payment has been received by us. If the total amount is not transferred into our account number within 4 days, the long distance sales agreement will expire and the product will be offered on the website again. In that event, you can no longer claim the product under the original order. However, our payment systems on the website are set up in such a way that you can nearly always pay immediately after the order and the product can be sent to you in the short term.

Any errors in the payment details provided by you or stated by us should be reported immediately in order for us to make the necessary changes. Errors in your payment details will be at your own expense and risk.

In case of non-payment, we are authorised to charge extrajudicial collection costs and statutory interest. With regard to collection costs, we will comply with the Extrajudicial Collection Costs Decree.

Article 7: Delivery and Shipping costs

We use the courier services of PostNL to deliver our products. We are not responsible for any loss or damage to the shipment caused by PostNL.

The shipping costs are to be paid by you. The current shipping rates are available on our website under the Shipping section. For orders of

€100.00 or more (including VAT), we do not charge shipping costs for deliveries within the Netherlands.

Article 8: Data management/Privacy/Cookies

We attach great importance to the protection of your privacy and the safety of your personal data. We will only use your personal data in accordance with the regulations of the Personal Data Protection Act and other applicable laws and regulations.

If you place an order on the website, your personal data will be entered into our customer database. Furthermore, you warrant that the personal information which you are required to provide when you register as a customer is true and accurate.

You are required to keep your account details confidential and to prevent unauthorised access to your account.

Your personal data will be treated as confidential and will not be processed in a way that is inconsistent with the purpose for which it is obtained. We will only use your information for internal business purposes and we will therefore not provide it to third parties without your express consent. This will not apply if the provision to third parties is required because these third parties are involved in our order.

Your personal data will be used to notify you about any of our offers and activities. We will only do so if you inform us in advance that you agree with this.

If you wish to look at, to change or to permanently delete your personal data, you can always send a request to contact@amarna.nl. If you have any questions about our privacy policy, you can also contact this email address.

In addition to the information provided by you, your details with regard to your visit to the website will be collected. This information will be used for anonymous statistical research and to tailor the website to the preferences of the visitors as much as possible, for example by the use of Cookies. This way, your settings will be preserved to facilitate the use of our website. However, these Cookies are not used to personally identify

visitors. We will enable you to refuse the use of non-functional Cookies on our website. You can always remove Cookies yourself, as they are stored on your computer. You can remove or disable cookies by changing your browser settings. You can find further explanation about how you can change your browser settings under the 'Help' section of the menu bar of the commonly used browsers.

If our website contains links to other websites, we cannot bear any responsibility for the content or use of these websites or for the consequences of a visit to those websites. Nor are we responsible for any consequences that result from the use of your personal data by those organisations. We encourage you to read the privacy policies of other websites that you visit through our website.

The information we send to you by email is for your personal use only. The use of this information by other people is not allowed. We cannot guarantee that the transferred content and delivery of the emails sent will be free from errors and malfunctions.

The privacy and cookie policy mentioned above is also available separately on our website.

Article 9: Images, Specifications and Intellectual Property Rights

We will take all reasonable care to ensure that the information we offer on our website is as complete and accurate as possible. The most important features of the product are displayed on our website. All images on our website, e.g. photographs and illustrations, information about the weight, size, colour, images of labels etc., are indicative. For example, you need to be aware that the colour of the products appearing on the website can be affected by your display settings.

Furthermore, all of the published information is subject to pricing changes, typing errors and omissions. Therefore, we do not give any warranties with regard to the accuracy of the information provided on our website, nor are you entitled to exercise any right from this.

Amarna Online reserves the intellectual property rights of all information and images available on the website. You are not allowed to copy and/or distribute any information from our website in any form whatsoever

without our prior written consent.

We have also published a separate disclaimer on our site regarding the use of the website.

Article 10: Liability, Force Majeure and Termination

We will do our utmost to comply with our obligations and to prevent any damage. We will not be liable for any direct or indirect (consequential) damage, except in the case of gross negligence and wilful misconduct on our part. This does not apply when it concerns damages for which we have expressly accepted liability in these terms and conditions.

We will not in any way be liable if we fail to comply with our obligations due to force majeure. Force majeure is defined as any cause or circumstance that is beyond our reasonable control. Examples include delay in or default by our suppliers, internet outages, power cuts, email interruptions and interruptions or changes in technology that is provided by third parties. Other examples include transport issues, strikes, government measures, negligence of mental health professionals, staff illness, and defects in means of transport or other means.

In the event of force majeure, we reserve the right to suspend our obligations and are authorised to terminate the agreement in whole or in part, or to demand that the content of the agreement is changed in such a way that the execution thereof is still possible. We will in no way be obliged to pay any penalty or compensation in case of force majeure.

If it turns out that we are liable for any damage, notwithstanding what is set forth above, we will only accept liability insofar as this liability is covered by our insurance company. Such liability is limited to the amount paid by our insurance company. If the insurance company does not pay any compensation, we will never be liable for any amount other than the invoice amount of the order in question.

The limits for liability included in this article also apply to all our employees and other persons that are involved in the execution of the agreement.

If you do not properly comply with your obligations towards us, also in

the event that you have filed for bankruptcy, you go bankrupt, you apply for a moratorium or if your possessions are confiscated, you will be legally in default and any debt you owe us will be immediately claimable without a notice of default being required. In that case, we may also suspend the (further) execution of the agreement or terminate it in whole or in part.

Article 11: Retention of Title

As long as you have not yet paid the costs due to us, the products remain our property, even after the products have been delivered. This includes sums due to us with regard to interest and costs. You are not allowed to sell, pawn or otherwise burden the products under the retention of title.

Article 12: Complaints Procedure

If you have any unforeseen complaints with regard to any of the products you ordered, please give us notice by email at contact@amarna.nl within 5 days after the day of the delivery of the product. In order for us to be able to evaluate your complaint, the product should be returned within the period of 5 days. The complaint should be described completely and clearly. We will answer all complaints within 2 days after receiving the returned product. If we expect a complaint to take longer to process, we will answer your complaint within the given period of 2 days with a confirmation of receiving your complaint and an indicated period for when you can expect a more extensive reply.

We will do our utmost to resolve your complaint. If we should not succeed, a dispute will arise as referred to in the following article.

Article 13: Applicable Law and Jurisdiction

All agreements with Amarna Online are governed by Dutch law exclusively.

Any dispute relating to an agreement between you and Amarna Online, which cannot be settled by mutual agreement, will be submitted to the jurisdiction of the Court of Limburg, located in Maastricht. Except when Amarna Online prefers to submit the dispute to the jurisdiction of the place of residence of the customer.