

General Terms and Conditions

Peter Westerhof Photography - het Wep design

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Article 1 – Definitions

In these general terms and conditions, the following is understood to mean:

1. **Seller:** *Peter Westerhof photography - het Wep design*, the entrepreneur who offers and sells photographic prints via the webshop.
2. **Customer:** any natural person or legal entity that enters into an agreement with Seller.
3. **Consumer:** a Customer who acts for purposes that fall outside his business or professional activity.
4. **Business Customer:** a Customer acting in the exercise of a profession, business or other business activity.
5. **Product:** a photographic print offered by the Seller via the webshop.
6. **Agreement:** the agreement between Seller and Customer regarding the purchase of one or more Products.
7. **Webshop:** the online store of Seller through which Products are offered.

Article 2 – Applicability

1. These general terms and conditions apply to all offers, orders, and agreements between Seller and Customer regarding the sale of Products via the webshop.
2. By placing an order, the Customer declares to have read these general terms and conditions and to agree to them.
3. These general terms and conditions are made available to the Customer before placing the order, so that the Customer can read and save them.
4. If any provision of these general terms and conditions proves to be void or is annulled, the remaining provisions shall remain in force. In that case, the parties shall consult with each other regarding a replacement provision that corresponds as closely as possible to the purpose of the original provision.
5. For consumers, provisions in these general terms and conditions shall never prejudice mandatory statutory rights.

Article 3 – Offer and agreement

1. The selection in the webshop includes a clear description of the Product, including at least the available size and the type of paper used.
2. Product images are for illustrative purposes only. The Seller strives to display the Products as faithfully as possible.
3. Due to differences between monitors, monitor settings, and the actual paper, color and contrast differences may occur between the image on the screen and the final print. Such a minor deviation does not automatically entitle the customer to dissolution, replacement, or compensation.
4. The agreement is concluded as soon as the Customer has placed the order via the webshop and the Seller has confirmed the order electronically.

5. The Seller may refuse or cancel an order if there is a valid reason for doing so, for example when an order cannot be produced or when there is an obvious pricing or product error. If payment has already been made, the relevant amount will be refunded.

Article 4 – Prices

1. The prices are listed in the webshop.
2. When selling to consumers, prices are displayed including the applicable VAT, unless expressly stated otherwise.
3. Any shipping costs will be clearly stated before placing the order.
4. For business customers, prices may be displayed excluding VAT, provided this is clearly stated in the offer.
5. Obvious errors in prices, such as evident typing or programming errors, do not bind the Seller.

Article 5 – Payment

1. The Customer pays via one of the payment methods offered in the webshop.
2. In principle, the order will only be released for production after payment has been received or the chosen payment method has confirmed the payment.
3. A business customer authorized to pay by invoice must settle the invoice within the payment term stated thereon.
4. If a business Customer fails to pay on time, the Seller is entitled to suspend the execution of further orders and to charge statutory interest and reasonable extrajudicial collection costs, to the extent permitted by law.

Article 6 – Production

1. The Products are produced after the order is placed by an external printer or production partner engaged by the Seller.
2. The Customer purchases the Product from the Seller and not directly from the external printer.
3. The Seller remains responsible to the Customer for the performance of the agreement, even when production is carried out wholly or partially by a third party.
4. The Products are manufactured in accordance with the specifications stated in the webshop.
5. Minor and technically unavoidable deviations in color, tint, contrast, paper texture, or finish may occur and do not constitute a defect provided the Product otherwise meets the agreed specifications.

Article 7 – Delivery

1. The Seller ships the Product to the delivery address provided by the Customer.
2. The expected delivery time is stated in the webshop or in the order confirmation.
3. The stated delivery time is an indication for consumers, unless otherwise agreed. If a statutory or expressly agreed final delivery period applies, this shall prevail.
4. The Seller is partly dependent on the external printer and carrier for delivery. A delay in production or transport does not release the Seller from its legal obligations towards the consumer.
5. If an order consists of multiple Products, the Seller may ship them together as soon as the order is complete, unless otherwise agreed.
6. In the event of an incorrect address provided by the Customer, additional shipping costs may be charged, to the extent permitted by law.
7. For consumers, the risk of loss or damage to the Product passes to the consumer as soon as the Product has been delivered to the consumer or a third party designated by him, unless the consumer himself has designated a carrier who was not offered by the Seller.

8. For business Customers, the risk passes to the business Customer, unless otherwise agreed in writing, at the moment the Product is handed over to the carrier.

Article 8 – Right of withdrawal for consumers

1. In principle, a consumer has the statutory right to withdraw from the agreement within 14 days without giving reasons when making a purchase via the webshop.
2. The withdrawal period begins to run on the day after the consumer, or a third party designated by him who is not the carrier, has received the Product.
3. If the order consists of multiple Products that are delivered separately, the period generally begins to run after the last Product has been received.
4. The statutory exceptions to the right of withdrawal apply. An exception applies, inter alia, to a Product manufactured according to the consumer's specifications or that is clearly personal in nature, provided that the statutory conditions for that exception are met.
5. The mere fact that a standard product is only produced after an order has been placed does not automatically mean that there is a statutory exception to the right of withdrawal.
6. If there is no right of withdrawal for a specific Product, this will be clearly communicated to the consumer before placing the order.
7. The consumer may use the model withdrawal form or indicate in another unambiguous manner that he wishes to withdraw from the agreement.
8. In the event of a valid withdrawal, the Seller shall refund the payments received in accordance with statutory rules. The Seller may withhold reimbursement until the Product has been received back or the consumer has demonstrated that the Product has been returned, whichever occurs first.
9. The consumer must return the Product within the statutory period.
10. The costs of returning a Product shall be borne by the consumer, unless the Seller has indicated that they will bear these costs or the consumer has not been informed of these costs in advance.

Article 9 – Handling of the Product during the cooling-off period

1. The consumer may inspect the Product during the cooling-off period in the same way as he would be allowed to do in a store.
2. The consumer is liable for any decrease in the value of the Product resulting from handling the Product in a manner that goes beyond what is necessary to establish its nature, characteristics, and functioning, to the extent permitted by law.

Article 10 – Legal guarantee and conformity

1. The Seller warrants that the Product complies with the agreement and with the legal requirements applicable to the sale of the Product.
2. A consumer retains all legal rights regarding non-conformity and statutory warranty.
3. A Product that has arrived damaged during transport or contains a clear manufacturing defect must be reported to the Seller as soon as possible after discovery.
4. Reporting a defect does not prejudice statutory rights or time limits.

Article 11 – Complaints

1. Complaints can be reported via peter@hetwep.nl
2. The Customer is requested to include the order number and a clear description of the problem when submitting a complaint.
3. In the event of transport damage, the Seller may ask the Customer to provide photos of the packaging and the damaged Product, so that the damage can be investigated with the carrier or manufacturer.
4. The seller strives to respond to and handle complaints as soon as possible.

Article 12 – Copyright and intellectual property

1. All photos, images, designs, and other works offered by the Seller via the webshop remain the property of the rights holder and are protected by copyright and other applicable intellectual property rights.
2. By purchasing a print, the Customer obtains exclusively the physical copy of the purchased print.
3. The purchase of a print does not entitle the Customer to reproduce, scan, photograph for commercial reproduction, publish, sell, license, or otherwise exploit the photograph depicted thereon, unless the Seller has given prior written permission for this.
4. The Customer is not permitted to download, reproduce, or use the digital image from the webshop for commercial purposes, unless express permission has been granted.

Article 13 – Business Customers

1. For business customers, statutory consumer provisions, including the statutory right of withdrawal for consumers, do not apply unless expressly agreed otherwise.
2. A business Customer must inspect a delivered Product for visible damage or defects as soon as possible after receipt.
3. A business Customer must report complaints regarding visible defects to the Seller within ten days of delivery.
4. For business Customers, Seller may, to the extent permitted by law, make additional agreements regarding liability, delivery, payment, and use of the Product.

Article 14 – Liability

1. The Seller is not liable for damages to the extent that they result from intent or willful recklessness on the part of the Customer, improper use of the Product, or incorrect information provided by the Customer.
2. For consumers, this provision applies solely to the extent that a limitation of liability is permitted by law.
3. For business Customers, Seller is, to the extent permitted by law, liable only for direct damage that is the direct result of an attributable failure on the part of Seller.
4. Any limitation of liability shall not apply if the damage is the result of intent or willful recklessness on the part of the Seller or if exclusion is not permitted by law.

Article 15 – Force Majeure

1. The Seller is not obliged to fulfill an obligation if performance is temporarily or permanently impossible due to circumstances that cannot reasonably be attributed to the Seller.
2. Force majeure may, insofar as relevant, be understood to mean: disruptions at the printer, production problems, system failures, transport problems, strikes, government measures, natural disasters, and other circumstances beyond the reasonable sphere of influence of the Seller.
3. This provision does not restrict the statutory rights of consumers.

Article 16 – Privacy

1. The seller processes personal data exclusively in accordance with applicable privacy legislation and the privacy policy as published on the webshop.
2. The Customer is referred to the privacy policy.

Article 17 – Applicable law and disputes

1. Agreements between Seller and Customer are governed by Dutch law.

2. If the Customer is a consumer resident in a country other than the Netherlands, this choice of law shall not affect the protection the consumer enjoys under the mandatory law of his country of residence.
3. The parties first attempt to resolve a dispute through mutual consultation.
4. If a dispute cannot be resolved by mutual agreement, it shall be submitted to the competent court in accordance with the statutory rules.

Article 18 – Amendments

1. The Seller may amend these general terms and conditions.
2. The terms and conditions applicable at the time the agreement was concluded shall continue to apply to agreements already concluded, unless the law provides otherwise.
3. A new version of the general terms and conditions is clearly published on the webshop.