

**DELIVERY TERMS of GALLERY TUTTI CORTEX,
including KOÖP-KOLLEKTIV and DUTCH CHAIRMEN**

These conditions are valid as of 1 January 2017 and have been filed in the trade register of the Chamber of Commerce under registration number 24367852.

VAT-number NL134668674.B02.

Gallery Tutti Cortex and it's webshop are registrated on location:
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Article 1: Definitions

In the present conditions, the following terms are defined as follows:

1. Artwork: the work or product described in the sales invoice.
2. Artist: the maker of the Artwork or product offered for sale.
3. Studio: the studio, including Gallery Tutti Cortex and Dutch Chairmen, which offers the Artwork for sale for the Artist or on its own account.
4. Exhibition: the occasion on which the Artwork is or will be shown.
5. Purchaser: the person, legal person or the candidate-buyer who buys the Artwork from or through the Studio.
6. Parties: the Studio and the Purchaser.
7. Purchase agreement: the agreement between Parties, the main object of which is listed on the sales invoice, arranging for the Purchaser to buy the Artwork from or through the Studio.
8. Distance agreement: an agreement which is adopted through a system organized by the Studio, for which exclusive use is made of technology for electronical communication at a distance.
9. Delivery: the moment that the Purchaser (or his proxy) takes possession of or control over the Artwork.
10. Property: all intellectual property- and associated rights, which also include copyrights, trading names, know-how, data-base rights and domain names, including future intellectual property rights and entitlements which (inter-)national legislation and regulations attribute to it.

Article 2: Conditions

1. These general conditions are applicable to all agreements, assignments, offers and quotations, offered by or concluded with the Studio; only in the event of explicit written Agreement or through mutually agreeing and electronically recorded Distance agreement is deviation from these possible.
2. Unless emphatically agreed otherwise in writing, the general conditions of the Purchaser, regardless of the name or shape of these, are not applicable to any relationship between the Purchaser and the Studio.

Article 3: Purchase agreement

1. A Purchase agreement includes in any case:
 - i. business and personal information of the agreeing Parties;
 - ii. the description and possibly pictures of the Artwork or product with accessories if available;
 - iii. the price of the Artwork or product, specifying whether or not it is a fixed price;
 - iv. the manner and date of delivery and whether this date is a fixed or a probable delivery date;
 - v. any possible deviations from these general conditions agreed on.
2. A Purchase agreement between the Studio and the Purchaser only comes into effect when the Studio has explicitly accepted an offer of the Purchaser in writing.

Article 4: Prices/costs

1. Unless agreed and indicated otherwise, all prices listed by the Studio are inclusive of VAT and other government levies. The Studio is not bound by obvious errors or mistakes in prices and offers.
2. Cost of shipping/transport, import and export duties, packaging and insurance are borne by the Purchaser, unless emphatically agreed otherwise.
3. Statutory increases/decreases of VAT or other government levies may be internalized in the price.
4. If a quotation specifies an end date, the quotation will only remain valid for the duration of the listed period. The Purchaser cannot derive any rights from earlier or future quotations of the Studio.

Article 5: Delivery

1. The Artwork is delivered within 30 days after conclusion of an Exhibition, unless agreed otherwise. If the Artwork is in stock is or will not be exhibited, delivery may take place sooner.
2. The Purchaser must settle the entire purchase price in advance. The delivery term of four weeks only commences after full payment has been received by the Studio in the manner indicated in the sales invoice.
3. Delivery terms can never be considered strict time limits, unless emphatically agreed otherwise.
4. Delivery of the Artwork transpires because the Purchaser picks up the Artwork or collects it from a location previously indicated by the Studio. In case door-to-door delivery has been agreed on between Studio and the Purchaser, delivery takes place when the Studio offers the Artwork to a forwarder within the framework of the Purchase agreement. The Purchaser is subject to an obligation to accept.
5. The risk of loss, destruction, and/or damaging of the Artwork will be transferred to the Purchaser at the moment of delivery. The same risk-transfer takes place at the moment that the Studio has the Artwork ready for delivery and the Purchaser does not pick up or collect the Artwork at the moment of delivery agreed on. In case of non-collection by the Purchaser, also the costs incurred by the Studio in connection with the preparation and any possible additional expenses with regard to transport, storage, insurance, and safekeeping will be borne by the Purchaser. In addition, the Purchaser is accountable for all damage the Studio suffers due to non-acceptance.
6. If the Artwork has been delivered, while the purchase price has not been fully received, the property of the Artwork will only pass to the Purchaser, when the latter has completely fulfilled their payment obligations, on account of whatever agreement with the Studio, including the settlement of interest and expenses as further specified in the present conditions. The Purchaser is considered to be keeping the Artwork for the Studio until full payment has taken place.
7. In case the Purchaser, before the full purchase price has been paid to the Studio, partially or entirely pawns the Artwork to third parties, or tries to transfer its property, the Purchaser will forfeit an immediately payable fine to the Studio, equal to the amount of the purchase price not paid to the Studio yet, without prejudice to the right of the Studio to full indemnification. In addition, the Purchaser is bound to provide the Studio with information on said third parties.
8. The risk of loss, destruction, and/or damaging of Artworks which the Purchaser leaves with the Studio for processing or restoration, remains with the Purchaser, unless it is established otherwise by way of a written agreement.

Article 6: Force majeure

1. If the Studio, due to force majeure, is not able to fulfill any obligation toward the Purchaser, that obligation is suspended as long as the term of the force majeure persists. If the situation of force majeure has lasted for six months, both parties have the right to completely or partially rescind the agreement, without any right to compensation of damages, costs, or interest.

2. Intended by "force majeure" is any circumstance, independent of the will of the Studio, which temporarily or permanently prevents compliance with the agreement, even if it could be foreseen at the time of adoption of the agreement. By force majeure must be understood: war or similar situations, riots, sabotage, boycotts, strikes, occupations, blockades, illness of the keeper of the Studio, shortcomings on the part of forwarders, bad weather, natural disasters, lightning, flooding, fire, explosion, and the presence of dangerous substances or gases.

3. The above provisions 1 and 2 are correspondingly applicable to force majeure of the Artist and/or others who are involved in the production and delivery of the Artworks. All cases of failing, late and/or defective implementation by the parties intended here will be considered force majeure for the Studio.

Article 7: Payment

1. On purchase of an Artwork, the Purchaser will make an irrevocable down payment of 50% of the sales amount to the Studio. Within 14 days after invoice date and before the piece is delivered, the full sales amount must have been received by the Studio, unless it was differently agreed in writing. If the Purchaser, within a final term of 30 days [or prior to delivery at the latest] wishes to renounce his purchase after its conclusion, the above-intended down payment will fall to the Studio fully, without prejudice to and independent of the right to compensation of costs as listed below. The Studio has the right to make partial deliveries and to invoice them separately.

2. Complaints about received invoices must be communicated within 8 days after the date of shipment or of issue of the invoice to the Studio in writing, in the absence of which the invoice in question will be considered to have been unconditionally accepted by the Purchaser.

3. All payments by the Purchaser must be made without any deductions, settlements or set-offs, unless the counter-claim of the Purchaser on the Studio has been emphatically accepted or has been judicially established. The Purchaser does not have the right to suspend his payment obligations.

4. The Studio has the right to advance payment by way of bank transfer or debit card if it has grounds to demand such.

5. After the simple expiry of a 30-day term after invoice date, the Purchaser will fall into default, without requiring a default notice or summons, and will owe a directly payable interest on the amounts due, equal to 2% per month, or per a part of it. In addition, the Studio may suspend further deliveries until full settlement of the amounts owed has been received.

6. All costs, both judicial and extrajudicial costs (including all costs connected with legal assistance) which for the Studio are associated with the enforcement of its rights vis-a-vis the Purchaser are borne by the Purchaser. The extrajudicial costs are calculated on the basis of the rates established by the Netherlands Bar Association.

Article 8: Rescission

1. If the Purchaser does not, not adequately, or not timely comply with any obligation for the Purchaser pursuant to the Purchase agreement, as well as in case of bankruptcy or (provisional) suspension of payment of the Purchaser, the latter falls into default without requirement of a default notice, and the Studio will have the right, without judicial intervention, to:

- a. Suspend the implementation of the Purchase agreement until the fulfilment of this obligation, in the opinion of the Studio, has been sufficiently secured; and/or
- b. Entirely or partially rescind each of the Purchase agreements the Studio has concluded with the Purchaser, all these matters without prejudice to the other rights of the Studio, and without any consequent obligation for compensation of damage by the Studio.

2. In all cases listed in the previous section, all claims the Studio has on the Purchaser become immediately, and fully, payable, and the Studio will have the right to reclaim the Artworks which have remained partially or completely unpaid.

In such case, the Studio and its proxy(-ies) will have the right to enter the premises of the Purchaser with the purpose of physically repossessing those Artworks so as to allow the Studio to exercise its rights.

3. If payment fails to transpire within the term indicated even after summation, the Studio will be authorized to rescind the agreement entirely or partially by way of a written statement to the Purchaser, and such without prejudice to their right to compensation.

Article 9: Warranty

1. The Purchaser buys the Artwork in the state it is in at the moment of purchase. The Purchaser must previously inform himself of the state the Artwork is in.

2. The Studio guarantees the authenticity of the Artwork, unless the warranty is explicitly or tacitly (for example as evidenced by the amount of the price paid for the Artwork) conditional. Upon the purchase of an Artwork, a document testifying to the authenticity will be signed by both the Artist and the Studio.

3. The Studio assumes the role of guarantor vis-a-vis the Purchaser for damage occurring to the Artwork during a warranty period of 30 days, unless the Purchaser or a third party are partially or fully liable for the damage pursuant to legislation. Such a liability on the part of the Purchaser is the case in any event when the Artwork is handled incorrectly or inexpertly, or if it is not placed in the right conditions or with insufficient protection, or if framed by the Purchaser or by third parties. Any possible production errors of the Artwork or of its placement or suspension system will, if possible, be repaired and paid for by the maker of the Artwork and the Studio.

4. Any possible complaints regarding non-conformity of the Artwork must, on pain of the rights lapsing, be reported within two months after collection or the occurring of the damage to the Studio, in writing.

5. If the complaint is filed timely, correctly, and in accordance with and pursuant to all provisions of articles 10 and 12, the consequent obligations of the Studio are as follows:

a. If, according to the reasonable judgement of the Studio, it has been sufficiently demonstrated that the Artwork is damaged and that the Studio is liable for it, the Studio will have the choice to:

- i. Supply the damaged Artwork anew free of charges, against the restitution of the damaged Artwork;
- ii. Repair the damaged Artwork in question;
- iii. Provide the Purchaser with a discount on the purchase price, to be established by mutual agreement;
- iv. Offer another Artwork in the same price category;
- v. Rescind the Purchase agreement.

By fulfilling one of the actions listed above, the Studio will be completely liberated from any obligation towards the Purchaser;

b. If, according to the reasonable opinion of the Studio, it has been sufficiently demonstrated that the Artwork, contrary to a statement of authenticity pursuant to the provisions of article 10 section 2, is not authentic, the Purchaser will only be entitled to the refund of the purchase price paid for the Artwork – excluding any compensation for possibly unachieved interest or otherwise – against the simultaneous restitution of the Artwork to the Studio, on condition the Purchaser returns the Artwork in the same state it was in at the time of delivery. By refunding the purchase price, the Studio will be discharged completely with regard to the obligations towards the Purchaser. In case the Purchaser is unable to return the Artwork in the same state it was in at the time of delivery, the claims of the Purchaser will lapse and the Studio will not be obligated to provide a refund.

6. In the event the Studio carries out repair activities on an Artwork, this Artwork will remain at the risk of the Purchaser. Until the time that the Studio has taken back an Artwork in accordance with the provisions of section 5 of this article, this Artwork will also remain at the risk of the Purchaser.

Article 10: Property and resale right

1. The copyright to the Artwork belongs to the Artist. The copyright to the catalogue, brochures and the like belongs to the Studio. The copyright is emphatically reserved by both the Artist and the Studio.
2. It is not permitted to the Purchaser to render public the acquired Artwork neither/nor to reproduce it. The Studio may mediate between the Artist and the Purchaser in case the Purchaser wishes to proceed to render public and/or reproduce the Artwork.
3. Artworks delivered to the Purchaser remain the property of the Artist or the Studio until all the amounts owed by the Purchaser for the delivered or yet to be delivered Artworks, as well as all other amounts which the Purchaser owes as a result of non-payment, have been fully settled.
4. As long as the property of the Artwork has not been transferred to the Purchaser, the latter is not authorized to give the Artwork as a collateral or to grant titles to it to third parties .
5. The Studio has the right to recover/collect the delivered Artworks for as long as the amounts due, including the amounts resulting from deliveries, have not been settled.
6. If the Purchaser sells off the Artwork after the complete settlement of the Purchase agreement to a third party, the Artist will be entitled to 4% of the new sales price, on condition the latter amounts to at least € 3,000.
7. The resale right is valid until 70 years after the death of the artist.
8. The Purchaser declares to have made no infringements on the above-intended rights, nor to declare them invalid neither/nor to endanger the property of these rights.

Article 11: Privacy of the Purchaser

1. The Studio handles all personal data of the Purchaser as personal and confidential, and will use them exclusively for the implementation of the Agreement and the payment and delivery of the Artwork, and to inform the Purchaser of further developments of the Artist and the Studio.
2. The Studio will not divulge the personal data of the Purchaser to third parties other than those involved in the payment and delivery of the Artwork.

Article 12: Distance agreement

For a Distance agreement, the following additional provisions apply.

1. Before a Distance agreement is adopted, the Studio will furnish the following information:
 - i. The identity and visiting address of the Studio;
 - ii. The most important characteristics, the price (including VAT) and the delivery cost of the Artwork or of other deliverable products or services, including insurance, etc.;
 - iii. The mode of payment, delivery, and implementation;
 - iv. The applicability or less of a reflection period of seven working days.
2. In addition to article 3 section 1, the Purchaser can cancel the Distance agreement as long as the reception of electronic acceptance has not been confirmed by the Studio yet.

3. In addition to article 5 section 1, in the event of expiry of a 30-day term, counted from the moment when the Purchaser made his order, the Purchaser has the right to rescind the Distance agreement without any further default notice, unless the delay cannot be attributed to the Studio. The Purchaser and the Studio may arrange for another term.
4. If the statutory reflection period is applicable to this Agreement, the Purchaser has the right during seven working days to rescind the Distance agreement without statement of reasons.
5. In case the Artwork or another ordered product is not available and its order has taken place with due regard for the statutory reflection period, the Studio must accordingly inform the Purchaser as soon as possible, and refund the amount that may have been (down)paid within thirty days.
6. Timely on compliance and no later than on delivery, the Studio will provide the Purchaser, besides with the information listed under section 1, the written requirements to exercise the right to rescission of the Distance agreement and the funding possibly associated with it during the 7-day reflection period, stating at least:
 - i. The starting date and the duration of the reflection period which the Purchaser could appeal to;
 - ii. The cost of return shipping (at the expense and risk of the Purchaser), including insurance and delivery costs;
 - iii. Information regarding warranty and the after sales services by the Studio.

Article 13: Disputes and limitation term

1. Complaints about the implementation of the Agreement must be submitted in writing in a comprehensive and clearly described manner to the Studio, as soon as the Purchaser has noticed defects. The non-immediate submittal of a complaint may result in the Purchaser forfeiting his rights concerning.
2. If the handling of the complaint by the Studio has not led to a result which is satisfactory for the Purchaser, the latter may submit his complaint to the court of law pursuant to article 15, within six weeks after the emergence of the dispute.
3. To the extent the present conditions do not establish otherwise, credit and other titles of the Purchaser with regard to the purchase and sale of the Artwork vis-a-vis the Studio will lapse in any case one year after the Purchase agreement is adopted.
4. Rights and powers of the Purchaser resulting from the Purchase agreement are not transferable.

Article 14: Applicable legislation

1. To agreements and other possible legal relationships between the Purchaser and the Studio, Netherlands legislation is exclusively applicable, and such to the exclusion of the Vienna Purchasing Treaty.
2. At the first instance the Rotterdam district court will exclusively take into consideration disputes between the Purchaser and the Studio, unless the Studio decides to take legal action through another court in another state or place of establishment.