

Terms and conditions

Merel Feenstra – Merel Art



In these terms and conditions I explain what my rules are and you can read what the rights and obligations are of you and me. Read this document carefully.

If you have any questions regarding these conditions, you can contact me at info@merel-art.nl

For the readability of this document I used the "I-form".

Where "I" or "my" is, my company Merel Art / Interim Event Manager is registered under Chamber of Commerce number 27315456, located at Floris V dreef 12 in Blaricum.

1. Validity of general terms and conditions

1.1 These general terms and conditions apply to all assignments I execute, quotations I issue and offers I communicate. Or for which I indicate that these general terms and conditions apply.

1.2 Deviations from these general terms and conditions are only valid if they have been laid down and agreed in writing by us. This can also be done by e-mail.



1.3 If a provision in these general terms and conditions is no longer valid, for example by virtue of the law or due to annulment, the other provisions of these conditions will always remain valid.

We will then discuss a new provision that will replace the invalid provision. We then always match the purpose of the provision and the content of these general terms and conditions.

2. Prices and payment

2.1 I communicate my prices and offers on my website.

2.2 My prices always include VAT. If you decide to have the painting sent by me, shipping costs will be added.

2.3 I always provide a free quote for custom paintings.

2.4 My offers, prices or offers do not apply to future assignments or offers. So you cannot derive any rights from an offer or quotation.

2.5 The payment term is 14 days.

2.6 On my website you can pay online via iDeal. You can also pay by bank transfer.

If you do not want to pay the amount in advance at once, I will send you an invoice on request. After receiving a deposit of 50% of the invoice, I will send you the painting and / or you can collect the painting from me.



The painting will only become your property if you have paid the full amount of the invoice to me.

2.7 If you decide to buy a painting after an appointment, you can only take the painting with you after payment of at least 35%. The painting becomes your property when you have paid the full amount of the invoice to me.

3. Conclusion of an online purchase of paintings agreement

3.1 On my website I offer paintings and other products. The moment you place an order and agree with my general terms and conditions, the agreement for the purchase of the painting is concluded.

My general terms and conditions are part of the purchase agreement.

4. Reflection period

4.1 Only if you have made an online purchase in my webshop are you entitled to a reflection period of 14 days.

4.2 You do not have the right to reflection if you buy the painting after an appointment with me. In that case I do offer you a trial placement of 14 days.

4.3 If you give me the order to make a custom painting, you are not entitled to a reflection period.



4.4 The reflection period starts when you receive the painting.

4.5 During these 14 days you can indicate by means of the model withdrawal form that you want to get rid of the agreement. You must then return the painting or return it to me.

4.6 The costs for returning are for me.

4.7 You will receive your money back within 14 days after returning the painting. I will deposit the money into the account with which you paid the painting.

5. Trial placement

5.1 You will receive a trial placement on request. With a trial placement you can try the painting for 14 days. You do have to pay a deposit of 50% of the purchase amount to me.

5.2 If you decide not to buy the painting after the test placement, I will refund the deposit after you have returned the painting. You must of course have returned the painting to me undamaged or sent it.

5.3 If you decide to buy the painting, the deposit is considered a down payment and you have to pay the remaining 50% to me.

5.4 Until full payment has been made, full ownership of the painting remains with me.



6. Custom painting

6.1 You will receive a free quote from me for a custom painting. There is only an assignment if you agree to my offer and I confirm the assignment.

6.2 You must always let me know in writing. This can also be done by e-mail.

6.3 After the agreement, you will receive an invoice from me. Only after receiving the deposit of 35% will I start painting your custom painting. After delivery you pay the other 65% of the invoice amount.

7. Intellectual property

7.1 After full payment for the painting, you can do almost anything with the painting. It is your property. However, not everything. I keep the copyright on the painting.

7.2 Due to this copyright, you may not just copy the painting and / or make images and distribute it without my permission. Both if you earn money with it, and in the situations where you do not earn anything with it. You can think of the following situations:

- Taking pictures, such as a photo or a copy of the painting and using them to decorate objects, such as mugs, T-shirts or other items.
- Use images of the painting for leaflets, flyers, postcards or other communications.



7.3 You may take a photo of the painting from me and share it on the internet via social media, for example, or send it by e-mail to acquaintances and friends. You should always mention my name.

7.4 Do you want to make and use a copy or image of the painting? Or doubt if you can do this? Always submit it to me, or request prior written permission from me.

7.5 I reserve the right to list the painting on my online portfolio and use this painting for promotional purposes and use in other products.

8. Liability

8.1 If I am liable for damage resulting from failure to fulfill my obligations under the agreement or in any other way, then the liability is limited to compensation for direct damage up to the amount of the price stipulated for the agreement, excluding VAT.

In the event that I am insured, liability will be limited to the amount of the payment from my insurer in the relevant case. This limitation of liability does not apply if the liability arises from intent or deliberate recklessness on my part.

8.2 I am never liable for indirect damage, such as; consequential damage, lost profit, missed savings, reduced goodwill, damage due to business interruption, etc.



8.3 Before you hold me liable, you must first send me a written notice (notice of default) stating the reasons why you are dissatisfied or the reason you want to hold me liable and for what reason.

You must then give me a reasonable period in the message to respond, to still meet any obligations and / or to repair any errors, and / or to limit and / or eliminate damage.

9. Conflict

9.1 If there is a conflict about the agreement or purchase of a painting, we will first try to find a solution.

9.2. Only if this fails, we will submit it to the competent court.

9.3 Dutch law applies to the agreement and these general terms and conditions.

Version 0.1.

These terms and conditions were last modified on April 14, 2020.