

## MOONRISE ARTISTRY BY MARLOES PEERENBOOM

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### **Terms and conditions**

These terms and conditions apply on all offers and agreements made about Moonrise Artistry products or services. Moonrise Artistry is located at Akerwateringstraat 243-B16, 1069GD, Amsterdam as registered by the Kamer van Koophandel Amsterdam (83611746). These terms and conditions have been active since the first of August, 2021.

#### **Article 1.**

##### Definitions

The following definitions will be used throughout these terms and conditions:

- a. 'Moonrise Artistry'
- b. 'counterparty': the party which agrees to a contract with Moonrise Artistry;
- c. 'the terms and conditions'; the terms and conditions as described in this agreement.
- d. 'dispatch time'; the process time to create products which are sold to the counterparty in the name of Moonrise Artistry. Products are ready to dispatch after the production has been completed.

#### **Article 2.**

##### Applicability

1. These terms and conditions apply on all offers and agreements made about Moonrise Artistry products or services
2. Deviation from these terms and conditions are only possible with written permission from Moonrise Artistry and the counterparty.
3. Purchase conditions or other conditions from the counterparty are not applicable unless these have been accepted through written permission.
4. If an agreement deviates on one or more articles in these terms and conditions as described in article 2.2, all other conditions still apply.

#### **Article 3.**

##### Offers and agreements

1. Offers made by Moonrise Artistry do not expire, unless explicitly mentioned otherwise in the offer concerned. If the counterparty agrees to the offer, Moonrise Artistry has the right to revoke the offer within three working days after the offer has been signed by both parties.
2. The offer expires after 3 months and is just an invitation for a customer to place an order.
3. Within offers and discounts, Moonrise Artistry is not bound to the contents of information, advertisement material, samples or models. The information that is given is just indicative.
4. Moonrise Artistry will retain intellectual property over designs, images, drawings, samples, models and other elements that have been provided with offers.
5. Accepting a Moonrise Artistry offer mean that the counterparty accepts the terms and conditions and that the counterparty drops their own terms and conditions.

6. Any agreement between Moonrise Artistry and the counterparty will only be accepted if Moonrise Artistry has received written acceptance, or if Moonrise Artistry has started with the project.
7. The counterparty needs to inform Moonrise Artistry about circumstances that can affect the execution of the agreement about the project.

#### **Article 4.**

##### Cancelation, returns and refunds

1. The counterparty needs to pay a cancellation fee of 30% of the invoice price in case of a cancelation of the agreement by the counterparty before Moonrise Artistry has started the project.
2. Once Moonrise Artistry has started with the fulfilment of the agreement, cancelation is no longer allowed. In this instance, the counterparty remains responsible for the full payment of the invoice.
3. Returns and refunds will not be accepted for bespoke items made by Moonrise Artistry.

#### **Article 5.**

##### Price

1. Unless mentioned otherwise in offers or quotes, prices given by Moonrise Artistry are always without VAT.
2. Additional costs for delivery with insurance, speed delivery or other additional delivery services has to be paid for by the client.
3. Prices that have been discussed can be increased based on government regulation or other mandatory rules without the counterparty being allowed to unbound from the agreement.
4. If the supplier of Moonrise Artistry decides to increase their prices, then Moonrise Artistry has the right to increase the invoice price that has been given to the counterparty.
5. Every change that can have an effect on the final price of Moonrise Artistry products, including the statements mentioned in article 2, as well as the cost of procurement, exchange rate, export- and import laws and other export / import laws, insurance, transport and other fees or taxes can be passed onto the counterparty.
6. The counterparty cannot blame Moonrise Artistry for all costs or damage because the counterparty is not correctly registered for VAT or similar fees/taxes in other EU countries. Moreover, the counterparty also cannot blame Moonrise Artistry for all costs or damage if the counterparty provides incorrect information too late to Moonrise Artistry or other authorities that has an effect on VAT or other taxes/fees in other EU countries.

#### **Article 6.**

##### Lead time

1. Lead times indicated by Moonrise Artistry are just indicative. Lead times can only be considered final if this has been explicitly mentioned and agreed to. In case no lead time has been agreed to, Moonrise Artistry will stick to an acceptable lead time.
2. The place of delivery of Moonrise Artistry products is always the studio of Moonrise Artistry, unless explicitly mentioned and agreed to otherwise. The products will then be handed over to the appropriate delivery service.
3. It is mandatory for the counterparty to a. inspect the parcel as soon as it is delivered, b. to sign a delivery receipt if this was included in the delivery, c. to immediately mention visible damage to the delivery service and Moonrise Artistry within 5 working days as mentioned in Article 9. If the delivery receipt has been signed, it can be seen as a confirmation of the agreement.
4. Once the parcel has been handed over to the delivery service, Moonrise Artistry is no longer responsible for any damage or lost items. This also applies in case of complaints or guarantees.

5. It is mandatory for the counterparty to receive the delivered goods. In case the goods are not received, they will be stored but costs will be passed onto the counterparty. In case the counterparty does not pick up the goods within 10 working days, even if asked to do so by Moonrise Artistry, then Moonrise Artistry has the right to resell the goods to a third party. Moonrise Artistry can also hold the counterparty liable for any financial damage. The original counterparty is at all times liable for the compensation of costs of previously mentioned and the additional shipping and administration costs which have been paid for by Moonrise Artistry.
6. In case the lead time has been pushed forward or conjugated on request of the counterparty, the counterparty is liable for any additional costs.
7. Moonrise Artistry has the right to limited liability as long as the counterparty does not act upon their liability towards Moonrise Artistry. The limited liability is active until the moment that the counterparty acts upon their liability unless Moonrise Artistry has ended the agreement. This does not reduce the right of Moonrise Artistry to ask for a financial compensation.
8. The delivery of Moonrise Artistry goods to the delivery service will only be completed once all invoice costs have been paid in full.
9. Moonrise Artistry is not responsible for border costs, import costs, taxes or other fees which can possibly be charged with the delivery.
10. Moonrise Artistry is not responsible for slow, lost, stolen or damaged parcels once it has been handed over to the delivery service.

#### **Article 7.**

##### Inability to complete the work and force majeure.

1. Circumstances of exponential value without influence of Moonrise Artistry can cause Moonrise Artistry to partly or fully terminate the agreement if the circumstances cause Moonrise Artistry to be unable to complete the work without the interference of a judge and without the right of the counterparty to ask for compensation.
2. The agreement will be terminated as long as necessary in case of force majeure on the side of Moonrise Artistry as long as this force majeure makes it impossible for Moonrise Artistry to complete the work. The counterparty is not allowed to ask for a compensation or terminate the agreement.
3. In case of force majeure which continues on for more than 2 months, it is mandatory for the counterparty to pay for the work that has been delivered up until that point. Moonrise Artistry and the counterparty have the right to terminate the rest of the outstanding payment. The counterparty is not allowed to ask for compensation in this instance.
4. In case a certain part of the agreement cannot be completed, a termination of the agreement can be discussed.
5. Force majeure includes, but is not limited to: war, threats of war, uproar, natural and nuclear disasters, government implied rules, fire, sabotage, strikes, staff sickness, transport blockades, shortage of suppliers, and other unforeseen events which cause the agreement to become temporarily or permanently impossible to complete.

#### **Article 8.**

##### Complaints and negligence

1. Complaints will always be dealt with in an appropriate manner when it comes to the fulfilment of the agreement. Complaints about delivered goods have to be immediately mentioned at the delivery and they need to be reported on the delivery receipt. In case this is not possible, damage needs to be reported within 5 working days after delivery.
2. Complaints need to be formulated with a clear description of the damage, defects or flaws.

3. Complaints about invoices by Moonrise Artistry need to be submitted in written form to Moonrise Artistry within 5 working days. The invoice date, invoice number and possible delivery information needs to be mentioned. Termination of payment or other payment liabilities is not allowed.
4. Returned goods will not be accepted by Moonrise Artistry if not through the above-mentioned complaint procedure unless Moonrise Artistry has given the written permission to do so.
5. Complaints will not be accepted in case the instructions have not been followed or if it appears that the counterparty has used the goods incorrectly, or in case the counterparty has made changes which have not been carried out by Moonrise Artistry.

## **Article 9.**

### Liability

1. Moonrise Artistry is only liable for damage that is due to a lack of caution on the side of Moonrise Artistry if prove has been delivered to the counterparty about this lack of caution. In no case will this liability rise above material damage which the exception of consequential or company damage.
2. The liability of Moonrise Artistry is in all cases limited to the payment of double the price of the invoice excluding VAT.
3. Moonrise Artistry is not liable for complaints from the counterparty about products delivered by Moonrise Artistry by a supplier. The liability of Moonrise Artistry is limited to the compensation given to Moonrise Artistry by the supplier.
4. Moonrise Artistry is not liable for faults from staff or third party companies who work with the counterparty on the agreement. This exception also applies for damage caused by faults or lack of caution.
5. The counterparty has to indemnify Moonrise artistry In case damage has been inflicted upon a third party in case of the direct or indirect fulfilment of the agreement between Moonrise Artistry and the counterparty.
6. In case Moonrise Artistry becomes liable by the counterparty about the fulfilment of the agreement which are not in line with the agreement, the same limitations of liability will become active as described in previous statements.
7. Every claim to damage repayment will expire 1 (one) year after the delivery of the goods.

## **Article 10.**

### Disclaimers

1. The counterparty needs to indemnify Moonrise Artistry and all people involved with Moonrise Artistry in case of damage, lost or lawsuits including the costs of lawyers because of the fulfillment of the agreement between Moonrise Artistry and the counterparty with the exception of damage caused by extremely large faults or setup on the side of Moonrise Artistry.

## **Article 11.**

### Payment

1. Payments need to be received 7 days after the invoice has been received. If payment I not received in time, Moonrise Artistry has the right to terminate the agreement without devaluing any legal rights.
2. In case of a late payment, Moonrise Artistry can charge the counterparty an interest rate of 1,5% on the full invoice price per month.
3. If Moonrise Artistry feels the need to hire a third party to solve payment issues, then the costs of both the juridical and extrajudicial steps will be paid for by the counterparty. The extrajudicial costs are 15% of the invoice price, with a minimal of € 125 plus the minimum costs of debt collecting costs by the lawyers.

4. Payments in the name of the counterparty will be used, in the following order, to solve payment issues: to pay debt collecting costs, rent, outstanding payments (based on date), no matter which explanation the counterparty gives.
5. In case Moonrise Artistry suspects that the counterparty is unable to fulfil outstanding payments, then Moonrise Artistry has the right to ask for a deposit, as well as terminate the agreement without limiting any legal rights or claims.
6. Deposits also include COD terms and conditions. This is in case of other payment options.
7. If the payment is proceeded through documented credit or bank guarantees, then the counterparty must guarantee that this will happen through a legitimate bank.
8. The counterparty does not have the right to charge Moonrise Artistry with payment claims about claims made against the counterparty. Unless mentioned otherwise by a judge or arbitration panel.
9. The delivery of products from Moonrise Artistry to the delivery company will only go through if all invoice costs including shipping costs have been paid in full.
10. Payments for Moonrise Artistry made by the counterparty will happen on the following terms if the total invoice price is above €300; 1. Start of the project (40%) 2. At the halfway point of the production (30%) 3. And at completion of the project (30%).
11. Payments for Moonrise Artistry made by the counterparty with a total value of under €300 shall be paid as described in article 11.1.
12. Other payment methods are possible but only with written permission of Moonrise Artistry.

## **Article 12.**

### Retention of title

1. Moonrise Artistry will retain the retention of title of all products by Moonrise Artistry until all payment and the delivery of the products has been completed .
2. Moonrise Artistry will also retain property rights until payment has been solved for the repair or guarantee issues as regarded in article 7.
3. The retention of title will be active if the counterparty does not fulfil their parts of the agreement against Moonrise Artistry.
4. As long as the retention of title of Moonrise Artistry goods has not been passed on to the counterparty, the counterparty does not have any right to resell or otherwise repurpose the goods unless Moonrise Artistry has given written permission.
5. The counterparty must recognise Moonrise Artistry goods as the retention of title products of Moonrise Artistry. For example, fire, explosion, damage or theft. If Moonrise Artistry requests, then the rights have to be given to Moonrise Artistry.
6. As long as Moonrise Artistry is the retention of title owner of Moonrise Artistry products, the counterparty will immediately inform Moonrise Artistry if a part of the products have been damaged or lost or otherwise claimed. The counterparty will also inform Moonrise Artistry about the location of the products in such instances.
7. The request for temporary suspension of payment issues including bankruptcy have to be reported to Moonrise Artistry to ensure the retention of title rights of Moonrise Artistry.

## **Article 13.**

### Intellectual property

1. All intellectual property of products of Moonrise Artistry will remain the intellectual property of Moonrise Artistry. The counterparty is not allowed to publish, duplicate, copy, process or in any other form replicate Moonrise Artistry intellectual property without written permission from Moonrise Artistry.

2. Without limiting the rights of article 13.1, the counterparty does not have the right to remove, damage or change the labels, identification numbers or other signatures which have been placed on Moonrise Artistry products including the packaging.

**Article 14.**

Cancellation

In case the counterparty does not fulfil the required payments or other agreements (partly or full) to Moonrise Artistry, as well as acting in contrast to the agreement because of bankruptcy, liquidation or other similar events, then Moonrise Artistry has the right to terminate the agreement without limiting the rights of payment for damage and rent.

**Article 15.**

Applicability of jurisdiction

The Dutch legal system applies on these terms and conditions. All problems between Moonrise Artistry and the counterparty in regards to the content or interpretation of these terms and conditions will be subject to exclusive jurisdiction.