

**TERMS  
& CONDITIONS  
WE ARE NOW // WEBSHOP**

ART NOW  
A GUY CALLED BILLY  
FEARLESS STUDIO

**WEARE<sup>®</sup>  
"NOW"**

## **//ARTICLE 01 DEFINITIONS**

**1.1** In these General Terms and Conditions is meant by Seller: the company We are Now V.O.F. and all subsidiaries, to know: Art Now, A guy called Billy and Fearless studio.

**1.2** In these General Terms and Conditions is meant by Buyer: a natural person who enters into a distance agreement with We are Now V.O.F. (hereinafter referred to as 'Webshop') or subsidiaries to know: Art Now, A guy called Billy and Fearless studio.

**1.3** These General Terms and Conditions shall apply to the making, the content and performance of all agreements between the Seller and Buyer. If parties wish to deviate from any term of these conditions, such needs to be established in writing.

**1.4** In these General Terms and Conditions the following definitions apply of the right of withdrawal: the possibility for the Buyer to cancel the agreement within the original period of reflection.

**1.5** All products are self-produced by We are Now V.O.F. - unless otherwise indicated -. This includes at least all Fine Art Prints, Photography, Limited Editions Art, Unique Art and Apparel with the name We are Now, Art Now, A guy called Billy or Fearless.

**1.6** These General Terms and Conditions are deposited at the Chamber of Commerce office in the Netherlands under the reference number 680.32.900. At all time the most recently deposited version and/or the version which applied at the time of the establishment of the agreement is applicable.

**1.7** These General Terms and Conditions are a translation of the "We are Now - Algemene Voorwaarden - WebShop" filed under number 680.32.900. In the event of any difference between these two Terms and Conditions, the Dutch text will prevail.

## **//ARTICLE 02 DATA**

We are Now V.O.F.  
Zwaanshals 290  
3035 KN Rotterdam  
The Netherlands

Chamber of Commerce number: 680.32.900  
VAT identification number: NL857273620B01  
Email: hello (at) visit-now.nl

## **//ARTICLE 03 APPLICABILITY**

**3.1** These General Terms and Conditions apply to any offer from the Seller and any agreement reached via the webshop and the store between the Seller and Buyer. The Seller explicitly excludes the applicability of (delivery) General Terms and Conditions of the Buyer, unless explicitly stated otherwise in writing agreed.

**3.2** Before the agreement is concluded, the text of this General Terms and Conditions is made available to the Buyer. This happens when passing the 'Check out' in the Webshop. Or -in case of a sale in the Shop- the text is made available to the Buyer of these General Terms and Conditions in the Shop. The text of this General Terms and Conditions are also published on the website.

**3.3** Additions to/or deviations from these General Terms and Conditions apply only if they have been explicitly accepted in writing by the Seller. The others provisions of these General Terms and Conditions remain unaffected in that situation power.

## **//ARTICLE 04 OFFER**

**4.1** If an offer has a limited duration or subject to conditions takes place, this is explicitly stated in the offer.

**4.2** The offer includes a complete and accurate description of the offered products and/or services. The description is sufficiently detailed to be a good one enable the Buyer to assess the offer. If the Seller uses images these are a true representation of the offered products and/or services. Obvious mistakes or errors in the offer do not bind the Seller.

**4.3** Each offer contains such information that it is clear to the Buyer what the rights and obligations are, that are connected to the acceptance of the offer.

**4.4** Terms and Conditions that apply for Sales and/or Pre Orders may alter then this stated Terms and Conditions. Seller will notify the Buyer on a clear and timely manner.

#### **//ARTICLE 05 AGREEMENT**

**5.1** The agreement is, subject to the provisions of paragraph 4, established at the moment of acceptance by the Buyer of the offer and compliance therewith stated conditions.

**5.2** If the Buyer has accepted the offer electronically, the Seller confirms immediately the acceptance via email.

**5.3** If the agreement is created electronically, the Seller will take appropriate technical and organizational measures to protect the electronic transferring data and ensuring a secure web environment. If the Buyer can pay electronically, the Seller will take appropriate security measures for this take into account.

**5.4** The Seller can -within the law- inform whether or not the Buyer can meet its payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance agreement. If the Seller on the basis of this investigation has good reasons not to have the agreement to enter, he is entitled to refuse an order or request with motivation to attach special conditions to the implementation.

**5.5** Seller will deliver the product with a delivery note included the address of the Buyer. The invoice with tax information and specifications about the purchased product is sent via email.

**5.6** If the Seller has undertaken to deliver a series of products or services, the provision in the previous paragraph applies only to the first delivery.

#### **//ARTICLE 06 RIGHT OF WITHDRAWAL**

**6.1** When the Buyer purchase products from the Seller, the Buyer has 14 days to dissolve the purchase agreement without giving any reason.

**6.2** When the product is received corrupted or broken, the purchaser has the option to dissolve the agreement within the specified period of 14 days. The period starts after the Buyer has received the product.

**6.3** During this period, the Buyer will handle the product and the packaging with care. He will only unpack or use the product to the extent required to determine the nature, characteristics and operation of the product. The basic principle here is that the Buyer may only handle and inspect the product just like he could do in a store.

- Exceptions are all Fine Art Prints, Photography and Limited Editions Art with the name We are Now, Art Now, A guy called Billy or Fearless, are an exception to this article. These products are sealed with a sticker in a translucent bag. If this sticker is broken and/or the sealed bag is open, then this product cannot be returned.

**6.4** The Buyer shall not be liable for diminished value of the product if the Seller is not legally obliged to do so before or at the conclusion of the agreement provided mandatory information about the right of withdrawal.

**6.5** If the Buyer exercises his right of withdrawal, he shall report this in the reflection period of 14 days, by means of the model withdrawal form or other unambiguous manner to the Seller.

**6.6** As soon as possible, but within 14 days from the day following the paragraph 5 referred to, the Buyer sends the product back, or he hands it over to the Seller. The Buyer has in any case observed the return period if he has it returns the product before the cooling-off period has expired.

**6.7** The Buyer sends back the product with all accessories, and -if reasonably possible- in its original condition and packaging, and in accordance with the conditions specified by the Seller provided reasonable and clear instructions.

**6.8** The risk and the burden of proof for the correct and timely exercise of right of withdrawal lies with the Buyer.

**6.9** If the Buyer exercises his right of withdrawal, all are complementary agreements terminated by operation of law.

#### **//ARTICLE 07 WITHDRAWAL COSTS**

**7.1** If the Buyer exercises his right of withdrawal, the direct costs of returning shipment will be for the Buyer.

**7.2** The Seller shall reimburse all product-payments by the purchaser, including any delivery costs charged by the Seller for the returned product, immediately but within 14 days following the day on which the Buyer sent him the cancellation. Unless the Seller offers to collect the product himself, she may wait until the Buyer has received the product or until the Buyer proves that he has returned the product, whichever is the earlier.

**7.3** The Seller uses the same currency to repay the Buyer, unless the Buyer agrees to another method. The reimbursement is free of charge for the Buyer.

**7.4** If the Buyer has chosen a more expensive method of delivery than the cheapest standard delivery, the Seller does not pay the additional costs for the more expensive method.

#### **//ARTICLE 08 EXCLUSION RIGHT OF WITHDRAWAL**

**8.1** The right of withdrawal does not apply for products: **a.** Which established the vendor have been brought in accordance with the Buyer's specifications; **b.** specifically for the customer are ordered; **c.** that are clearly personal in nature; **d.** which can not by their nature be returned.

#### **// ARTICLE 09 PRICE**

**9.1** The prices During the period mentioned in the offer of products and/or services offered are not increased, subject to price changes such as due to changes in VAT rates or other government levies.

**9.2** Notwithstanding the preceding paragraph, the Seller goods or services whose prices are subject to fluctuations in

the financial market and where the Seller has no influence on, offering variable prices.

**9.3** Products or services mentioned prices include VAT, unless indicated otherwise.

#### **//ARTICLE 10 CONFORMITY**

**10.1** The Seller warrants that the products and/or services have the specifications stated in the offer, have the reasonable requirements of reliability and/or usability and the date of the creation of the agreement existing legal provisions and/or government regulations. The Buyer accepts that due to the Seller's production method the properties of the supplied image(s) can change, such as color, contrast, brightness, sharpness and graphic representation.

#### **//ARTICLE 11 INTELLECTUAL PROPERTY RIGHTS**

**11.1** All products are self-produced by We are Now V.O.F. -unless otherwise indicated-. This includes all Fine Art Prints, Photography, Limited Editions Art, Unique Art and Apparel with the name We are Now, Art Now, A guy called Billy or Fearless.

**11.2** Disclosure, copying and/or use of such works (for example photos, paintings, drawings and logos) by the Buyer can only be made with the permission of the person entitled: We are Now V.O.F. or one of her subsidiaries.

**11.3** In the event the Buyer makes images (of which the intellectual rights lay with the Seller) public and/or reproduced without the consent of the Seller, the Buyer is obliged to pay an immediately due and payable contractual fine of 300% of the original selling price. The Seller reserves the right to in addition, to claim full compensation in proceedings.

**11.4** The intellectual property rights to the website and the data displayed by the Seller, including texts, photos, illustrations, graphic material, (trade)names, word and logo brands belong to the Seller. The intellectual property rights accruing to the Seller do not apply in

any way to people who access and/or use the website of the Seller.

**11.5** The user is not permitted to reproduce the content of the site, forwarding, distributing or making available to third parties for a fee, without prior written permission from the Seller.

## **//ARTICLE 12 DELIVERY AND IMPLEMENTATION**

**12.1** Seller shall exercise the utmost care in the receiving and executing product orders.

**12.2** If the Seller can not deliver accordance with the agreement, the Seller will notify the Buyer as soon as possible, without paying any compensation to be held.

**12.3** The Seller can in case of force majeure, after consultation with the Buyer, terminate the agreement or suspend the delivery until the time when the force majeure situation ceases to exist.

**12.4** Shortcomings of the Seller to perform the contract with the Buyer cannot be attributed to the Seller if they are not due to its fault, neither under the law, the agreement nor in circulation views.

**12.5** The place of delivery is the address made known to the Seller by the Buyer.

**12.6** The Seller is not liable for any damage that the Buyer could suffer as a result of the product not delivering on time.

**12.7** The risk of damage and/or loss of products, until the time of delivery to the Buyer, is for the Seller, unless explicitly agreed otherwise. If the product is damaged during transport, the Seller's liability is limited to a maximum of the amount charged by the carrier and/or his insurer is reimbursed.

**12.8** In general, products are shipped within 5 days. As the customer has entered an email address the Seller will send a Track&Trace code with the invoice via email.

**12.9** The Buyer is kept informed of the status via e-mail.

## **//ARTICLE 13 PAYMENT**

**13.1** Products sold in the webshop should be immediately paid. This is possible in the Webshop through iDEAL, Bankcontact or PayPal -via MOLLIE-.

**13.2** With a backorder or personalized sale/ order for the Buyer, the Buyer must at least pay 50% of the amount due in advance. When prepayment is stipulated or the consumer agrees to full payment in advance, the Buyer cannot assert only rights regarding the execution of the relevant order or service(s), before the stipulated advance payment has been made.

**13.3** The Buyer has the duty to inaccuracies in data supplied or specified payment immediately to the Seller.

**13.4** If the Buyer fails to meet its payment obligation(s), this after he has been notified by the Seller, of the late payment and the Seller gives the Buyer a period of 14 days in order to meet its payment obligations. After payment has still not been made within this 14-day period, the remaining amount owed the statutory interest and the Seller is entitled to the charge extrajudicial collection costs. This one collection costs amount to a maximum of: 15% on outstanding amounts up to €2,500; 10% over the following €2,500 and 5% over the following €5,000 with a minimum of €40,00.

## **//ARTICLE 14 WARRANTY**

**14.1** The Seller is not responsible for the resistance of the product delivered by UV radiation and other environmental factors.

**14.2** In case the product presents a design, material or manufacturing defect, the Buyer entitled to repair or replacement of the product. The Buyer is only entitled to replace the product if repair of the product is not possible.

**14.3** damage caused by misuse or use of the products supplied no warranty applies.

**14.4** The sales receipt (order confirmation of payment) is regarded as a warranty.

**14.5** If repair or replacement is impossible, the Seller has the right terminate the agreement and fully credit the Buyer.

- *The Fine Art Prints, Photography, Limited Editions Art, Unique Art and Apparel with the name We are Now, Art Now, A guy called Billy or Fearless. As the sealed bag and/or seal is broken, this invalidates the warranty. These products are extremely vulnerable as soon as they are removed from the sealed bag. Therefore it is recommended to use cotton gloves.*
- *The warranty does apply to products from We are Now V.O.F. and all subsidiaries, that are already supplied in a frame, and therefore 'safe' from touching.*

#### **//ARTICLE 15 COMPLAINTS**

**15.1** Complaints about the implementation of the agreement should take place promptly, fully and clearly described and submitted to the Seller after the Buyer has found defects.

**15.2** The Seller will file complaints within 14 days from the date of the invoice. If a complaint takes foreseeable longer processing time, the Seller will reply within 14 days with an indication of the processing time.

#### **//ARTICLE 16 LIABILITY**

**16.1** The Seller is not liable for damages of any nature whatsoever arising when the products are used improperly after delivery.

**16.2** The Seller is not liable for damages of any nature whatsoever arising by the use of the product by the Buyer unless this damage is due to intent or gross negligence of the Seller.

**16.3** If the Seller is liable for damages to the Buyer as a result of shortcoming in the implementation of this agreement, the liability of the Seller are limited to the amount of the purchase price.

#### **//ARTICLE 17 OTHER PROVISIONS**

**17.1** The headings in these conditions are only for readability and promotion and do not form part of these General Terms and Conditions.

**17.2** All possible disputes arising from and/or relating to this General Terms and Conditions, only Dutch law applies. All possible disputes will only be submitted to the competent court in the the district where the Seller is established, or the competent court according to the law, this at the option of the Seller.

#### **//ARTICLE 18 ALTERATIONS**

**18.1** The contractor keeps the right to alter or supplement these General Terms and Conditions.

**18.2** Alterations do not apply on agreements already made.

*These General Terms and Conditions were last changed on September 22nd 2020.*