

Bruil & Brandsma Antiquairs B.V./ Bruil & Brandsma Works of Art General Sales and Service Conditions

General

Definitions

Agreement for Services: an agreement to have a work of art valued or restored by B&B or any other agreement on the basis of which B&B performs services/work, including taking in consignments, for the Client;

Agreement: a sales agreement, an Agreement for Services or an Agreement for Intermediary Services between B&B and the Buyer/Client;

B&B: Bruil & Brandsma Antiquairs B.V./Bruil & Brandsma Works of Art;

Buyer: the buyer who buys a work of art from B&B;

Client: the client who concludes an Agreement for Services or an Agreement for Intermediary Services with B&B;

Intermediary Services: an agreement for services in which B&B undertakes to work for a fee as an intermediary in concluding one or more agreements between the Client and third parties.

Article 1. Applicability

1. These General Sales and Service Conditions apply to all aspects of the relationship between B&B and the Buyer/Client arising from any Agreement concluded between the parties. The applicability of the Buyer's/ Client's own general conditions is expressly excluded.

Clause 2. Invoicing and payment

1. B&B invoices the Buyer/Client after an Agreement has been concluded.
2. The Buyer must pay the invoice within the payment period stated on the invoice.
3. If payment is not made on time, the Buyer/Client will be in default without any notice of default being required. In such a case the Buyer/Client is obliged to pay the statutory rate of interest as well as any extrajudicial costs incurred, notwithstanding B&B's right to charge the Buyer/Client the costs it has actually incurred.
4. The amounts mentioned in all quotations and correspondence with B&B are always stated in euro and exclude VAT. Dutch VAT – if applicable – is payable by the Buyer/Client.
5. In derogation from the law, unless the Buyer/Client is a natural person not exercising a profession or conducting a business who resides in the European Union (EU consumer), the Buyer/Client is not entitled to set-off or suspension of any amount due.
6. The Buyer's/Client's domicile is presumed to be the address last known to B&B. Everything sent by B&B to that address is deemed to have been received by the Buyer/Client. The Buyer/Client is responsible for informing and notifying B&B of their correct address and contact details.

Article 3. Applicable law and disputes

1. Dutch law applies to any and all engagements between B&B and the Buyer/Client and to these General Sales and Service Conditions. As regards the choice of law, the applicability of the United Nations Convention on Contracts for the International Sale of Goods and any other international conventions or regulations is expressly excluded.
2. Unless an Agreement is concluded between B&B and a natural person not exercising a profession or conducting a business who resides in the European Union (EU consumer), any and

all disputes based on or arising from the Agreement will be submitted to the competent court in Amsterdam.

3. Rights and obligations arising from an Agreement may not be transferred to third parties, except in the case of hereditary succession.

4. If B&B temporarily stores a work of art for the Buyer/Client due to circumstances on the Buyer's/Client's part, B&B will be entitled to charge storage charges of EUR 1.00 per day or, if external storage is necessary, the storage charges actually incurred. Storage is at the Buyer's/Client's risk. The Buyer/Client is responsible for insuring the work of art against damage, theft and destruction.

Article 4. Liability

1. B&B is never liable to the Buyer/Client for damage unless the damage is attributable to gross negligence or intent on B&B's part.
2. If, in derogation from paragraph 1 of this Article, B&B is in fact liable for damage not attributable to gross negligence or intent on B&B's part, B&B's liability will be limited to the amount that B&B has invoiced to the Buyer/Client for the work of art concerned.
3. If, in derogation from paragraph 1 of this Article, B&B is in fact liable for damage not attributable to gross negligence or intent on B&B's part, B&B will never be liable for damage to or theft or destruction of the work of art. B&B is not liable for structural defects.
4. B&B is never liable for any trading loss, financial loss, consequential loss and/or indirect loss incurred by the Buyer/Client.
5. The Buyer/Client may not invoke defective performance by B&B if they have not protested to B&B within 14 days after they discovered, or should reasonably have discovered, the defect.

Article 5. Actual transfer of possession

1. B&B may ship the work of art concerned to the Buyer/Client or the Buyer/Client may collect the work of art.
2. B&B will only ship a work of art nationally or internationally after B&B has received full payment of its invoice.

Article 6. EU consumer, distance selling

1. Solely if an agreement is concluded between B&B and a natural person not exercising a profession or conducting a business who resides in the European Union (EU consumer) with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, the following applies:
 - a) the Buyer/Client is entitled, for a period of 14 days, to be calculated from the day on which the Buyer has received the work of art or the Client has entered into the Agreement for Services, to terminate the Agreement free of charge and without stating reasons. It should be terminated in writing (by email, letter or fax) or by any other unambiguous notice given to B&B to that effect. The work of art must be returned to B&B within 14 days after the Agreement is terminated in the manner prescribed by B&B and at the Buyer's/Client's costs. The Buyer/Client will bear the costs of returning the work of art, and the risk will transfer to B&B when it receives the returned work of art.
 - b) the Client may not exercise the aforementioned right if, with the Client's permission, B&B has started performing the Agreement for Services before the 14 day-term has ended or if the Client has waived its right of termination.

Article 7. Termination

1. In addition to the statutory grounds for termination, B&B is also entitled to terminate the Agreement with the Buyer/Client without notice of default being required if the Buyer/Client has been granted a suspension of payments, is declared bankrupt, is placed under guardianship or is being or has been liquidated.

Article 8. Miscellaneous

1. A derogation from these General Sales and Service Conditions is only allowed if B&B has confirmed it in writing.
2. Any delay by B&B in exercising or not exercising its rights, powers or legal remedies in the context of or in connection with the Agreement by may never be deemed to constitute a waiver of any such rights, powers or legal remedies. Any such waiver must be specific, set out in writing and signed by B&B.
3. If any of the provisions of these General Sales and Service Conditions is void, declared void or is non-binding, the remaining provisions of these General Sales and Service Conditions will continue to apply.

Sales

Article 9. Delivery

1. Unless explicitly provided otherwise in writing, the CPT Amsterdam Incoterms® 2020 apply to shipments under a sales agreement. This means:
 - a) B&B delivers the work of art to the Buyer in Amsterdam. The Buyer bears all the risks of damage to or loss of the goods from the time that such delivery is made.
 - b) B&B arranges for transport to the agreed destination and bears the associated costs. B&B concludes a contract of carriage to that end.
 - c) B&B handles the customs export formalities. B&B also bears the associated costs, duties and levies. The customs formalities and costs charged for the transport are the Buyer's responsibility. The Buyer also bears the responsibility of all customs formalities and the associated costs, duties and levies imposed for importing the work of art into the country of destination.
 - d) B&B is not under an obligation from the Buyer to conclude an insurance agreement. If the Buyer wishes to take out insurance, they will take out transport insurance from B&B's address to the Buyer's address.
2. The Buyer is required to investigate the export and import possibilities and the requisite permits. B&B does not guarantee that the work of art is not subject to export or import restrictions or to embargoes.

Article. 10. Conformity

1. Information stated on the website or in a catalogue or brochure is not part of the sales agreement between B&B and the Buyer.
2. The Buyer purchases the work of art in the condition it is in at the time of the sale ('as is').
3. The Buyer acknowledges the generally known fact that a work of art may have been restored.
4. The description in the sales agreement or on the invoices is merely the expression of an opinion and not a guarantee or a fact.
5. The Buyer should thoroughly and professionally inspect the work of art, or have it inspected, before concluding the sales agreement and immediately after the work of art is delivered in order to form their own opinion about whether it meets the description of it or satisfies the Buyer's expectations. B&B offers the Buyer the opportunity to visit B&B in order to inspect the work of art. The Buyer may not

invoke non-conformity if they do not use that opportunity.

Article 11. Transfer of right of ownership and risk

1. The ownership of the work of art will transfer to the Buyer only after the Buyer has performed all their obligations to B&B, irrespective of the grounds or the Agreement on which such obligations are based. This is not affected by the physical transfer of the work of art. Until ownership is transferred to the Buyer, the Buyer may not sell/ lease/ process/ adapt/restore/ encumber the work of art or otherwise infringe B&B's right of ownership.

Agreement for Services

**Article 11. Agreement for Services /
Agreement for Intermediary Services**

1. An Agreement for Services or Agreement for Intermediary Services between B&B and the Client is a fixed-term agreement and B&B's performance ends when it sends the invoice. B&B is entitled to charge a deposit prior to performing the Agreement for Services or Intermediary Services.
2. The work will be carried out for the Client exclusively. Third parties may not exercise any rights under the Agreement.
3. A valuation carried out by B&B (researching and valuing work of arts and possibly issuing a valuation report) expresses an opinion and not a fact on the basis of which the Client may exercise any rights.
4. The Client must collect or arrange for collection of the work of art, which will be at a B&B location to be determined by B&B for the purpose of performing the work, within 14 days after the Agreement for Services or Intermediary Services ends. B&B. If the Client wants the work of art to be transported, the Client will make the necessary arrangements entirely at their own expense and risk. Article 9 of these General Terms and Conditions for Sale and Services does not apply to the Agreement for Services and Intermediary Services.
5. B&B carries out the work arising from the Agreement for Services and Intermediary Services to the best of its abilities, using its knowledge of the current state of the art, without having an obligation to achieve a certain result. B&B expressly has a best-efforts obligation only. The work pertains to the work of art's condition at the time the work is being carried out.
6. B&B charges a fee that has been agreed with the Client, plus Dutch VAT, for the agreed work. Expenses that are not included in the fee but are connected to the performance of an assignment, including travel and accommodation expenses plus Dutch VAT, may be charged to the Client. If B&B needs substantially more time for the work than has been agreed beforehand, B&B will inform the Client as soon as possible. After consulting the Client, B&B is entitled to deploy assistants and charge the Client in that regard.
7. The Client must inform B&B truthfully and completely of all the essential information that B&B needs to carry out the work.
8. The Client ensures that the work of art is insured against damage, theft and destruction.
9. The Client may only terminate or dissolve the Agreement if it has paid B&B the agreed fee and any expenses incurred for its work under the Agreement.