

# TERMS AND CONDITIONS ARCHIVES DE LUXE

## Article 1 – Definitions

1. Archives de Luxe, established in the Netherlands, Chamber of Commerce number 81354630, is referred to as seller in these general terms and conditions.
2. The seller's counterparty is referred to as buyer or consumer in these general terms and conditions.
3. The parties are seller and consumers together.
4. The agreement refers to the purchase agreement between the parties.

## Article 2 – Applicability of general terms and conditions

1. These general terms and conditions apply to every offer made by the seller and to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller.
2. Deviation from these terms and conditions is only possible if the parties have expressly agreed this in writing.
3. The privacy statement forms an integral part of these terms and conditions and can be downloaded from: [www.archivesdeluxe.com](http://www.archivesdeluxe.com)

## Article 3 – The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The seller is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the seller uses images, these are a true representation of the products offered. Obvious mistakes or obvious errors in the offer within the seller are not.
4. All images, specifications data in the offer are an indication and cannot give rise to compensation.
5. Images accompanying products are a true representation of the products offered. Seller cannot guarantee that the displayed colors correspond exactly to the real colors of the products.
6. The range of Archives de Luxe consists of second-hand luxury items, so the products on offer show signs of wear.
7. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

## Article 4 – The agreement

1. Subject to the provisions of paragraph 4, the consumer of the offer concludes the agreement at the moment of acceptance and compliance with the conditions set therein and ends after the withdrawal period (see Article 6) has expired.
2. If the consumer has accepted the offer electronically, the seller will immediately confirm receipt of the acceptance of the offer electronically.

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3. If the agreement is concluded electronically, the seller will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the seller will observe appropriate security measures.
4. The seller can inform himself – within legal frameworks – whether the consumer can meet his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If on the basis of this investigation the seller has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the execution.
5. The seller will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - The e-mail address of the seller where the consumer can go with complaints;
  - The conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - The information about warranties and existing after-sales service;
  - The information included in Article 4 paragraph 3 of these terms and conditions, unless the seller has already provided this information to the consumer before the execution of the agreement
6. Every agreement is entered into under the suspense conditions of sufficient availability of the products concerned.

#### **Article 5 – Payment**

1. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
2. If the buyer remains in default, the seller will proceed to collection. The costs related to that collection shall be borne by the buyer. These collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
3. In the event of liquidation, bankruptcy, attachment or suspension of payment of the buyer, the seller's claims against the buyer are immediately due and payable.
4. If the buyer refuses to cooperate with the execution of the order by the seller, he is still obliged to pay the agreed price to the seller.

#### **Article 6 – Right of withdrawal**

1. The consumer has the right to dissolve the agreement within 14 days after receipt of the order (right of withdrawal). The reflection period starts on the day of receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the seller.
2. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the seller within 14 days of receipt of the product. The consumer must make this known by means of the model form: [www.archivesdeluxe.com/submit-a-return](http://www.archivesdeluxe.com/submit-a-return)
3. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered products have been returned in time, for example by means of proof of shipment.
4. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack the product to the extent that it is necessary to assess whether he

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wishes to keep the product. If the consumer makes use of his right of withdrawal, he will return the product with all accessories supplied, in the original condition and, if possible, in the original packaging to the seller.

5. From the moment the consumer has received the product, the product is the property of the consumer. Should the consumer wish to return the product, the risk of the return is in the hands of the consumer. It is therefore always recommended to send the product insured. The shipping costs are for the account of the consumer.
6. When the selling party receives the product but it is damaged or incomplete, depending on the situation, the return will not be accepted, making the purchase a fact, or depreciation will be charged to the consumer. The second option is only possible if the selling party considers that it can still sell the product in question. The costs of the depreciation will be based on the seriousness of the damage or incompleteness. The seller looks at the old sales price and the estimated new sales price.
7. When the seller in good order has received the returned product, the amount excluding shipping costs will be transferred within 20 business days. This amount is transferred to the same account number with which the consumer completed the purchase.
8. If, after the expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal resp. has not returned the product to the seller, the purchase is a fact.

#### **Article 7 – Costs in case of withdrawal**

1. The consumer pays for the return costs (just like the purchase).
2. If the returned item is damaged or incomplete, the buyer is liable. See Article 6(5).

#### **Article 8 – Amendment of the agreement**

1. If during the execution of the agreement it appears that it is necessary for the proper execution of the assignment to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. The seller will inform the buyer of this as soon as possible.
3. If the amendment or addition to the agreement has financial and/or qualitative consequences, the seller will inform the buyer about this in writing.
4. If the parties have agreed on a fixed price, the seller will indicate to what extent the amendment or supplement to the agreement has resulted in a transfer of this price.
5. Notwithstanding the provisions of the third paragraph of this article, the seller cannot charge additional costs if the change or addition is the result of circumstances that can be attributed to it.

#### **Article 9 – Completion and transfer of risk**

1. As soon as the consumer has received the purchased item, the risk is transferred from seller to buyer.

#### **2. Article 10 – The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.

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2. Contrary to the previous paragraph, the seller can offer products or services whose prices are subject to fluctuations in the financial market and over which the seller has no influence, with variable prices. This dependence on fluctuations and the fact that any prices quoted are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if the seller has stipulated and:
  - These are the result of statutory regulations or provisions; or
  - The consumer has the right to cancel the agreement with effect from the day on which the price increase takes effect.
1. Archives de Luxe trades in margin goods; therefore, VAT is not stated on the invoices.

### **Article 11 – Conformity and guarantee**

1. The seller guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations. If agreed, the seller also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the seller, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the seller on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the seller in writing by e-mail within 14 days after delivery (see article 6).
  1. The products must be returned in the original packaging and in the condition when they were sent.
  1. The webshop Archives de Luxe supplies second-hand products, on which the warranty of the original factory terms has generally expired. There are no warranty periods on the products supplied by the webshop Archives de Luxe.

### **Article 12 – Delivery and execution**

1. The seller will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 7 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the seller will refund the amount paid by the consumer as soon as possible, but no later than 20 days after dissolution.
6. If delivery of an ordered product proves to be impossible, the seller will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items

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right of withdrawal can not be excluded. The costs of any return shipment are for the account of the seller.

7. The risk of damage and/or loss of products rests with the seller until the moment of delivery to the consumer or a representative designated in advance and made known to the seller, unless expressly agreed otherwise.

#### **Article 13 – Right of retention**

1. If the agreed amounts to be paid in advance are not paid or are not paid on time, the seller has the right to suspend the work until the agreed part has been paid after all. Then there is creditor default. In that case, a late delivery cannot be invoked against the seller.
2. If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, the seller has the right of retention. In that case, the item will not be delivered until the consumer has paid in full and in accordance with the agreement.

#### **Article 14 – Complaints procedure**

1. The seller has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the seller within 7 days, after the consumer has discovered the defects.
3. Complaints can be submitted via the contact form: [www.archivesdeluxe.com/contact](http://www.archivesdeluxe.com/contact)
4. Complaints submitted to the seller will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the seller will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
5. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.
6. A complaint does not suspend the seller's obligations, unless the seller indicates otherwise in writing.

#### **Article 15 – Disputes**

1. Only Dutch law applies to agreements between the seller and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

#### **Article 16 – Additional or different provisions**

1. Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

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## **Article 17 – Collaborations**

1. Third parties of promotional collaborations must sign a contract with personalized terms. If these terms are not met, Archives de Luxe will have to charge a compensation fee equal to the expected marketing revenue and the value of the given product or discount.
2. If the terms of the contract, as stated in section 1, are not fully adhered to, Archives de Luxe will have to charge a compensation fee equal to a portion of the expected marketing revenue and the value of the given discount or product. The compensation fee will depend on the situation.

*These terms and conditions were last amended on August 8, 2023.*

## **Archives de Luxe**

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