**GENERAL TERMS AND CONDITIONS Business Art Service BV (version 2. 7 )**

**1. APPLICABILITY OF THESE TERMS AND CONDITIONS**

1. The following terms and conditions apply to all quotations, agreements and the execution thereof between Business Art Service BV, established in Utrecht, hereinafter referred to as "Business Art Service ", and its other party acting in the execution of a profession or business, which is hereinafter referred to as "renter".
2. These terms and conditions, version 2.7, are registered with the Chamber of Commerce under number 67718566. The general terms and conditions can also be consulted on the Business Art Service website: www.businessartservice.nl. In addition, the general terms and conditions are always sent to the renter with the agreement. This version of the terms and conditions replaces all earlier versions of the general terms and conditions of Business Art Service.
3. The applicability of the (purchase) conditions of the renter is explicitly rejected by Business Art Service.
4. Business Art Service has the right to change or supplement these terms and conditions. Changes also apply to previously concluded agreements with due observance of a period of 14 days after notification to the renter.
5. Once contracted on the basis of these general terms and conditions, they also apply to future agreements, whereby the most recent version of these general terms and conditions will then apply.

**2. DEFINITIONS**

1. General conditions: these general terms and conditions.
2. Contract period: the initial rental period to which the agreement relates, starting on the first day of the month in which the first delivery takes place, as well as the subsequent rental periods, whether or not by tacit renewal.
3. Rental agreement: The agreement Business Art Service and renter entered under which the renter is entitled to rent the artwork owned by Business Art Service upon payment of the rental fee.
4. Rent reimbursement: the price per work of art - depending on the duration of the contract and the number of artworks rented out - that the renter shall pay to Business Art Service on a monthly basis. The method of calculation of the rent reimbursement can be found on the website of Business Art Service.
5. Rental fee: the fee to be paid annually by the renter to Business Art Service consisting of the rental fee.
6. Business Art Service BV : the company with limited liability Business Art Service BV established in Utrecht and registered with the Chamber of Commerce under number 67718566 .
7. Artwork: a product of the fine arts contained in a work of art.
8. Location: the place or address where the Artwork is placed.
9. Renter: the (legal) person acting in pursuit of a profession or business with whom Business Art Service concluded an agreement.
10. Parties: renter and Business Art Service .
11. Allocation report: the overview containing the artworks (reference number, artist, title and number of units) which is supplied to the renter.
12. Scale: price calculation according to a fixed scale whereby the price advantage increases gradually when purchasing / renting a larger volume and / or entering into a longer contract duration.

**3. QUOTATIONS, AGREEMENTS AND PLEDGE**

1. Unless Business Art Service indicates otherwise, its offers are without obligation and apply for one month after receipt. Business Art Service has the right to cancel a non-binding offer up to and including the fifth working day after receipt of the acceptance.
2. Any additional agreements, as well as promises made by or on behalf of Business Art Service, are only binding if they are confirmed in writing (including by e-mail) by Business Art Service.
3. Business Art Service is entitled to demand the provision of payment in advance before delivery.
4. Business Art Service has the right to consider the renter 's contact person authorized to make binding agreements and/or to make binding statements without further investigation.
5. If the renter or a contact person of the renter signs an allocation report, the renter agrees that the delivery consists of the list indicated, and is in accordance with the offer made by Business Art Service, including the scale specified therein.
6. Business Art Service has the right to demand the provision of adequate security when entering into the agreement. Furthermore, Business Art Service is entitled to demand (additional) security during the performance of the contract if it obtains evidence about such reduced creditworthiness of the renter that a perfect fulfilment of her obligations is reasonably doubtful. This is the case if the renter, despite a notice of default, does not meet one of its obligations. If renter does not provide security Business Art Service is entitled to claim all outstanding amounts by written declaration and, without prejudice to its legal rights, has the right to recover the artworks or to take back the rented goods from the renter at the expense of the renter. The renter irrevocably authorizes Business Art Service to enter its spaces in which the rented goods are located.

**4. RENT OF ARTWORK**

1. Renter is considered to have received the rented goods in good condition and is obliged to keep the rented goods in due care and diligence (“goed huisvader”), to keep it at the agreed location and, subject to written permission from Business Art Service, not to transport it or to have it transported to a location other than where the delivery took place. The obligation to maintain the rented goods at the agreed location also means that the renter is not been allowed to hang or move an artwork in a different place in the company of the renter other than where the work is installed by the employees of Business Art Service. If Business Art Service gives the aforementioned written permission, it can attach conditions to this permission.
2. Business Art Service provides a moving service for a rental with a rental fee of at least two thousand (€2.000,-) Euro per Location existing of the move of the rented goods, where appropriate, by Business Art Service free of charge (including dismantling, transport and installation of the artwork). If desired, the artworks in question can be temporarily stored in the warehouse of Business Art Service.
3. If the renter has transported the work of art, without Business Art Service giving written permission to do so, the renter is obliged to purchase the artwork transported and to pay the purchase price, in which case the purchase price is established at the value most recently reported by Business Art Service to the renter, or if Business Art Service has not specified a value, the current sales value of the artwork in question that appears from the books of Business Art Service.
4. The rent must always be paid in advance to Business Art Service as specified in Article 9.
5. Renter does not have the right to sublet, all or a part of, the rented goods to a third party. If the renter does not comply with this obligation, the renter has the obligation to purchase the artwork in question and to pay the purchase price, in which case the last sentence of the provisions of paragraph 3 of this article applies.
6. Without prejudice to Article 10 Business Art Service has the right to terminate a rental agreement with immediate effect if the renter, despite notice of default, fails to comply with an obligation under the agreement and to require that the rented goods are returned within a by Business Art Service determined period at the expense of the renter. In that case Business Art Service also has the right to take back the rented goods at the expense of the renter. The renter irrevocably authorizes Business Art Service to enter its spaces in which the rented goods are located. In that case, Business Art Service also has the right to charge damages from renter which amount is equal to the rent which Business Art Service would have received if the contract would not have been terminated.
7. For the rent of the works of art, the renter owes the prices per unit as included in the scale used by Business Art Service.
8. Outside the provisions regarding the by Business Art Service used scales Business Art Service does not offer discounts applied to the unit prices.
9. Renter has the right to reduce the number of rented units for a new contract period. Depending on the reduction, the renter then falls within a different scale and the unit prices are then adjusted in accordance with the scale. Termination and reductions of more than 10% of the last number of units rented and/or the total value of the last rented goods must be registered - with acknowledgment of receipt - no later than two months before the end of the contract date.
10. In case of a change of collection within the contract period, a maximum of 10% of the last number of units rented and/or the total value of the artworks with regard to the number of units or value rented in accordance with the rental agreement may also be reduced. In the event that the renter applies a reduction of more than 10% in the number of units rented without prior notice as described in paragraph 9, Business Art Service has the right to charge the renter rental fees equal to the situation where the number of units rented would have been reduced to 10%.
11. If the renter after a reduction in rented units rents less than eight units, Business Art Service will charge the renter additional costs, so that the total compensation for Business Art Service is equal to the rent in the situation where the number of rented units would be eight units.
12. With a rental fee of less than of two thousand (€ 2000,-) Euro per Location the costs for furnishing and periodic changes will be charged to the renter.
13. If the renter before the end of a, whether or not reached by prolongation, contract period:
    1. wishes to reduce the number of rented goods and/or
    2. wishes to temporarily return (a part of) the rented goods to, the number of rented pieces of art, for example in case of a relocation,

the renter will continue to owe the applicable rental price up to the end of this contract period for the originally agreed number of units rented for this contract period. In addition, Business Art Service has the right to charge the costs of removal, transport and storage in accordance with its applicable rates, with a minimum of € 250 per scheduled logistics employee per day.

1. Refund and/or remission of already paid and/or payable rent is not possible, for Business Art Service in turn has committed itself accordingly and has, among other things, paid for rent and/or purchase to its suppliers.
2. Business Art Service is entitled, at its expense, to replace artworks rented by the renter with - in its opinion - comparable artworks with the same or higher sales value, whereby it reasonably takes into account the wishes of the renter.

**5. SAVINGS SCHEME PURCHASE CREDIT**

1. Business Art Service offers a savings scheme for renters.
2. Participation in the savings scheme means that, in addition to the rent payment, the renter pays an annual amount that builds up a purchase credit that renter can use at any time for the purchase of artwork from the Business Art Service collection. Participation in the savings scheme, including the amount of the annual contribution, is confirmed in writing by Business Art Service to the renter. Unless otherwise agreed, the deposit is 50% of the annual rent due.
3. The deposit is invoiced at the same time as the rent. With every invoice the renter receives an overview with the balance of the purchase credit.
4. When spending the purchasing credit, the renter receives a bonus of 20% on the amount of the purchasing credit that is spent. The bonus is settled by Business Art Service with the purchase price.
5. Purchase credit can only be used to purchase works of art that are available in the Business Art Service collection at the time of purchase. The purchase credit and the bonus are not transferable and cannot be exchanged for money, (discount on) the rental allowance or other products or services from Business Art Service. Refund of purchase credit is not possible, in accordance with Article 4.14.
6. Participation in the savings scheme is at the renter's option. If the renter opts for participation in the savings scheme, participation in the savings scheme and the amount of the annual contribution is fixed per contract period. If the renter wishes to terminate its participation in the savings scheme or to change the annual contribution, this can be done by means of a written notice, with due observance of a period of two months before the expiry of the contract period.

**6. PURCHASE OF AN ARTWORK**

1. Unless otherwise indicated, Business Art Service offers its rented artwork also for sale. Renter with whom the work of art is located has the first right of purchase.
2. The purchase price is paid by paying the invoice amount in full.
3. The renter receives a discount of at least 20% on the rental value of the artwork when purchasing a rented work of art, whereby purchase is only possible after the end of the first contract year.
4. The work of art will only become the property of the renter when all payment obligations have been met (retention of title), see article 14. The moment the artwork is delivered to the renter in the event of purchase, it has become the risk of the renter and Business Art Service is no longer liable for it.

**7. OBLIGATIONS RENTER**

1. In the event of damage, loss or destruction of the artwork the renter will inform Business Art Service immediately. It is not permitted for renter to carry out repairs itself or have them carried out.
2. Renter is not entitled to place the rented goods at an address other than the address that the rented goods were delivered, nor to make the rented goods available to others or to reproduce the artwork/have the artwork reproduced.
3. In the event that an attachment is made under the customer or in the case its bankruptcy is requested or renter is in state of bankruptcy, the renter will inform the bailiff or the curator that the rented goods are not owned by renter, with the presentation of the rental agreement with Business Art Service.

**8. DELIVERY**

1. Renter is obliged against Business Art Service to immediately accept the delivery of the artwork once it is delivered. If the renter does not cooperate, Business Art Service is entitled, after it has given the renter notice of default, to wholly or partially terminate the agreement by means of a written declaration. In that situation , Business Art Service also has the right to store the artwork in question at the expense and risk of the renter and to demand compliance with the agreement.
2. If a with the renter agreed scheduled delivery is cancelled or moved by the renter less than 48 hours before the relevant appointment, or if the artwork is not accepted on the agreed time, the renter is charged by the costs incurred with a minimum of € 250 per planned logistics employee per day, which obliges the renter to pay.
3. Unless otherwise agreed, the delivery will be ex Works (based on the latest version of Incoterms) at the warehouse of Business Art Service. Agreed delivery periods apply, unless the contrary has been expressly agreed, as an approximation and are never fatal. In the case of late delivery renter will sent Business Art Service a written notice of default, where to Business Art Service, after consultation, will be given a reasonable period in which it is allowed to comply.
4. Business Art Service is entitled to deliver the work of art in parts on condition that this is done within the agreed, possibly in accordance with the extended, term specified above.
5. The meaning of delivery terms is explained on the basis of the latest edition of the Incoterms while those Incoterms are analogously applicable if it concerns matters that, for example under a rent or consignment, are the property of Business Art Service (in the case of consignment: for the time being).

9. PAYMENT

1. Unless otherwise agreed in writing, payment of the amounts invoiced by Business Art Service must be made within 30 days after the invoice date.
2. Renter will be in default after the payment term has expired, without Business Art Service having to send a notice of default. From the 31st day after the invoice date, the renter will owe interest on the invoice amount proportionate to the statutory interest rate as specified in Article 6: 119a of the Dutch Civil Code, with each month entered as a whole month.
3. Business Art Service also has the right to charge the renter an amount of € 50 per written demand for administrative costs. Renter has no right to settle any outstanding amount or suspend payment.
4. All payments to be made by the renter or third parties are first deducted from the claims for which Business Art Service cannot assert the retention of title. In observance thereof, payments will be applied in the first instance to all costs owed, thereafter to all outstanding interest and, finally, to the most senior capital debt.
5. In the situations described in Article 10 .3, Business Art Service has the right to demand instant payment of all that it, for whatever reason, of the renter, without prejudice to the further rights of Business Art Service, including the right to terminate the agreement by means of a written statement in the event of an attributable shortcoming and to charge compensation.
6. Payment in installments can only be agreed in writing. If the renter does not comply with the payment arrangement, Business Art Service has the right to terminate that agreement in writing and to claim what it owes in one go and in its entirety.
7. Customer will owe Business Art Service all extrajudicial and judicial costs if it fails to make payment, despite warnings and Business Art Service places the claim in the hands of a third party. Both the extrajudicial and the judicial costs are calculated on the basis of the rates, possibly calculated per time unit, that the third party engaged by Business Art Service charges for similar matters, plus the costs reasonably to be paid by that third party to third parties. In respect of the court costs at least the amounts to be settled by the courts outside the agreement apply.

**10. DURATION AND TERMINATION OF THE AGREEMENT**

1. The rental is initially entered into for a definite period of time and is always tacitly extended by the same term. Unless the parties agree otherwise, the agreement is initially entered into for one year.
2. The rental agreement can only be cancelled after the rental term has expired, subject to a notice period of two months.
3. Subject to the right of Business Art Service to cancel the agreement for breach of contract, Business Art Service has the right to terminate the agreement with the renter in writing in the event of insolvency of the renter including (possibly temporary) suspension of payments, bankruptcy of the renter or if the event that a legal debt rescheduling becomes applicable with regard to the renter, as well as the applications thereto. Business Art Service also has this right in the event the renter is placed under guardianship, in case of legal separation or merger with regard to its business, or if the assets of the renter are seized.

**11. COMPLAINTS AND LIABILITY**

1. The renter is obliged to inspect the artwork(s) supplied/delivered by Business Art Service immediately after receipt for visible damage or defects. If the renter regarding this defect wants to file a complaint, the renter shall report this on the allocation report including the specification of the defect. If the renter fails to do this, any damage or defect will be presumed to be caused by the actions of the renter, and the renter will be responsible for this.
2. The renter is obliged to check the artworks fully within ten working days after delivery for damage or defects, and, if a defect appears, report it in writing with Business Art Service including an accurate reference of the defect. After this period has expired, the renter is deemed to have unconditionally approved the delivered goods.
3. Business Art Service is not obliged to accept complaints raised after the aforementioned deadlines and those complaints will not lead to liability of its company. If Business Art Service nevertheless deals with such a complaint, then its efforts, unless otherwise agreed in writing, must be regarded as leniency, without accepting liability. If it appears that a complaint has been wrongly made and Business Art Service has carried out work or delivered goods within the framework thereof, then Business Art Service has the right to charge the renter for this at the normal prices that apply at its rates.
4. Return shipments are only accepted by Business Art Service after prior written consent and upon specific conditions provided by Business Art Service.
5. Submitting a complaint does not release the renter of its payment obligations.
6. If Business Art Service acknowledges that a shortcoming can be attributed, or is otherwise established, and the renter has complied the proceedings above, Business Art Service can only be involved in legal proceedings due to an attributable shortcoming within one year after the date of delivery.
7. If Business Art Service acknowledges that a shortcoming can be attributed, or is otherwise established, and the renter has complied the proceedings above, Business Art Service will re-deliver or deliver the missing/ will re-perform the performance c.q. recovery thereof. Business Art Service will take into account the interests of the renter. If Business Art Service performs within a reasonable period of time, this means that the agreement has been properly fulfilled and the renter is not entitled to compensation.
8. The liability of Business Art Service is limited to an amount of € 25,000 per contract period agreed with the renter, or, if no contract period has been agreed, for the amount involved in the performance. Business Art Service limits its liability, except in cases of wilful misconduct or gross negligence, in the event that it owes compensation alongside or instead of which is stated in these terms and conditions, up to the amount which Business Art Service has insured itself for this and the insurer of Business Art Service actually makes payment.
9. Furthermore, the liability of Business Art Service is limited to direct damages. Business Art Service is in no way liable for indirect damages (consequential damages).
10. The renter indemnifies Business Art Service against all claims from third parties insofar as these claims exceed the maximum as stated in paragraphs 8 and 9 of the present article.
11. Every liability of Business Art Service for attributable shortcoming expires if the renter carries out changes and/ or modifications and/or repairs and/or maintenance of the delivered, or have them carried out, or if the product supplied is not accurate used or treated according to instructions supplied with the product, or is used or treated or treated in an otherwise injudicious or negligent manner, or if the product is or has been used or treated in an otherwise improper or negligent manner or used for purposes other than those for which it is intended.
12. In this article, "attributable shortcoming" also includes unlawful action.

**12. PRICE CHANGE**

1. Business Art Service is entitled to a price indexation annually during the term of the agreement.
2. Business Art Service is entitled to a price increase and/ or change of rates (and unit /rental fee) annually based on a percentage of the increase in the cost of Business Art Service. This includes, among other things, the salaries owed by Business Art Service and the prices of the artworks and services that are purchased from third parties.

**13. FORCE MAJEURE**

1. In the event of permanent or temporary force majeure, both Business Art Service and the renter have the right to terminate the rental agreement in full - or for the part that cannot be complied with due to the force majeure situation - without compensation being able to be charged. In the event of temporary force majeure, this is only possible if this temporary force majeure lasts longer than three weeks.
2. Force majeure is understood to mean any impediment that prohibits Business Art Service from fulfilling the agreement insofar as that impediment cannot reasonably be attributed to Business Art Service. This includes, among other things, strike and/or illness of its employees, non-performance and/or force majeure on the part of its suppliers, carriers and other third parties involved in the agreement; traffic congestion, natural disasters, war or mobilization, blocking government measures, fire and other accidents in the company of Business Art Service or of the aforementioned third parties.

**14. RETENTION OF TITLE**

1. All deliveries take place subject to retention of title. Business Art Service retains ownership of the items delivered or to be delivered to the renter under any agreement to which these conditions apply until the renter has effected the following: (a) paid the price in full for all these items, plus all outstanding interest and costs, (b) paid all debts in full relating to the work carried out or to be carried out by Business Art Service on its behalf, within the context of the agreements concerned, (c) paid all debts owed by it to Business Art Service due to failure to meet the above obligations.
2. If the renter is in default on a payment against which Business Art Service under the provisions of paragraph 1 may invoke retention of title, the renter will return the items at its own expense, upon first request of Business Art Service, within a by Business Art Service given term of maximum three days, to Business Art Service.

**15. TAKEOVER EMPLOYEES BUSINESS ART SERVICE**

1. If the renter will enter into an employment relationship with an employee of Business Art Service, the renter will pay Business Art Service, unless Business Art Service has declared to waive it in writing, a fee of € 14.000, - per employee, without prejudice to any other rights of Business Art Service.

**16. APPLICABLE LAW AND COMPETENT COURT**

1. All agreements concluded by Business Art Service, to which these general terms and conditions apply, are governed by the law of the Netherland, excluding, if it would otherwise apply, the United Nations Convention on Contracts for the International Sale of Goods.
2. Any disputes between the parties to which these general terms and conditions apply are judged by the competent judge within the jurisdiction of the Midden-Nederland District Court, Utrecht location, all this without prejudice to the right of Business Art Service to bring the dispute before an otherwise competent Court.