# GENERAL CONDITIONS OF SALE

## 1. Application of the general terms and conditions of sale

1.1 Unless expressly agreed otherwise in writing, only these General Terms and Conditions of Sale ("General Terms and Conditions") apply to sales contracts concluded with Chris Meulemans (C.M. for short) and take precedence over the general terms and conditions of the buyer.

1.2 The General Terms and Conditions apply to every sale made by Chris Meulemans.

1.3 The General Terms and Conditions have been drawn up in Dutch. If this is not the native language of the buyer, this in no way exempts the buyer from the application thereof.

## 2. Terms of sale and delivery

2.1 The artwork sold will be displayed by means of a photograph on the invoice and will be described in detail herein.

2.2 The artwork will not be delivered before full payment of the invoice.

2.3 The artwork will be delivered or collected by the buyer at the address provided by Chris Meulemans (the establishment of a Gallery or of the artist, an art fair, a storage space for artworks, a museum, an art center, etc.). If the artwork sold is part of an exhibition, it will not be available for collection by the buyer until after the exhibition has ended. The buyer is responsible for transportation from the delivery address and assumes the related obligations. The buyer shall bear the cost of transportation, insurance, taxes and any customs duties. At the buyer's request, Chris Meulemans may make recommendations on transportation and/or insurance companies. The buyer must voice any complaint about the condition of the artwork when it is picked up at the delivery address. The risks pass to the buyer when the artwork is handed over to the transport company. In any case, Chris Meulemans is not liable for the damages, delays or other events arising from or related to the transportation of the artwork. Complaints regarding the condition of the artwork after transport and handover to the buyer must be directed by the buyer to the transport company. All transportation and storage costs of the artwork, resulting from the buyer's refusal to accept the artwork, or more generally from the buyer's fault or negligence, shall be borne by the buyer.

<u>3. Price, invoicing and payment</u> 3.1 The artwork is sold at the price mentioned in the price list which is provided by the artist and/or kept in the expo where the artwork is exhibited. When visiting the expo, a price list can be consulted each time.

The following costs (not exhaustively listed) are not included in the price and must be borne by the buyer: all costs related to the transport, insurance, import and delivery of the artwork.

3.2 Unless otherwise agreed, the price is due upon receipt of the invoice.

Payment shall be made to the bank account specified therein.

3.3 The invoice constitutes proof of authenticity of the artwork.

3.4 Our invoices are payable within 8 days. Our invoices are deemed accepted if they are not disputed by registered letter within 8 days of receipt.

3.5.1 If the amount due is not paid on the due date by a professional buyer, it is automatically increased by the interest at an annual rate of 10% from the due date of the respective due date and a damage clause of 10% of the outstanding amount with

a minimum of 250 EUR. The amounts due to C.M. cannot be offset against any claim the buyer claims to have against C.M.

3.5.2 If the amount due is not paid on the due date by a private purchaser, C.M. will send a first reminder free of charge. In case of non-payment of the invoice after 14 days, the outstanding amount shall automatically be increased by late-payment interest equal to the legal late-payment interest for commercial transactions as well as by a damages clause in accordance with the legal maximum damages determined by the law introducing the book XIX "Debts of the consumer" in the Code of Economic Law, BS 23.05.2023.

3.6 C.M. retains title to the artwork until the price is paid in full.

## 4. Intellectual property rights

The artwork sold to the buyer is protected under copyright law. The sale of the artwork does not constitute a transfer or license of any copyright. The buyer must obtain the permission of the author or copyright holder before any reproduction or communication to the public of the protected work. The buyer is prohibited from modifying the artwork in any way without the prior consent of the author or copyright holder. The transfer of the object comprising the author's work does not imply the right to

exploit the author's work. The author must maintain reasonable access to his/her/its work if necessary to exercise his/her/its copyright property rights.

## 5. Privacy

C.M. processes the personal data of the buyer or other data subjects under the General Data Protection Regulation n° 2016/679 of April 27, 2016 and applicable national laws. Processing operations are described in C.M.'s Privacy Policy, accessible online at <u>www.chrismeulemans.be</u>.

## 6. Law on prevention of money laundering

In accordance with the Law of September 18, 2017 (Law on the Prevention of Money Laundering and the Financing of Terrorism), as amended by the Law of July 20, 2020, C.M. shall comply with its legal obligations regarding the identification of the purchaser and his representative. To this end, the buyer undertakes to provide C.M. with all documents that allow its identity to be verified and authorizes C.M. to make a copy of them.

Unless it is obliged under the aforementioned legislation to disclose the information gathered disclosure, C.M. guarantees the confidentiality of the information provided by the buyer.

### 7. Applicable law - jurisdiction

7.1 Belgian law applies to the sales agreement between the buyer and C.M.

7.2 In the event of a dispute, the courts and tribunals of the district of Antwerp, Turnhout division shall have exclusive jurisdiction, without prejudice to C.M.'s right to submit the dispute to another competent court if it deems this appropriate.