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General Terms and Conditions of Da Costa Shop, established at Thurledeweg 125, 3044 ER, in Rotterdam, the Netherlands, registered with the Chamber of Commerce under number 68490402.

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

Da Costa Shop Da Costa Shop, registered with the Chamber of Commerce under number 68490402.

Distance sales: Every contract concluded between the Client and the Da Costa Shop, where under an organised distance sale, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, such as a website, telephone or other means of distance communication.

Contract: Any contract entered into between Da Costa Shop and the Client.

Offer: All prices, indications of prices and fee that Da Costa Shop publish on the website or communicate to the Client.

Products: All items that are the subject of the Contract entered into between Da Costa Shop and the Client.

Client: The one who has accepted the validity of these General Terms and Conditions and has purchased the product.

Voucher: A coupon, which meets the security features, which by handing without any payment of discount the Client obtains the product.

Scope

These General Terms and Conditions apply to every quotation and Contract entered into between Da Costa Shop and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Da Costa Shop for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Da Costa Shop and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Da Costa Shop in writing.

If Da Costa Shop not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Da Costa

Shop to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

Offers

Offers should be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

All offers are non-binding, unless a period for acceptance is stated in the offer and/or quotation. If in the offer a period for acceptance is stated the offer or quotation will lapse after this period has expired.

Da Costa Shop cannot be held to its offer if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer or an element thereof contains a manifest fault or clerical error.

All prices are subject to misprints. The Da Costa Shop is not liable for misprints. By misprints the Da Costa Shop is not obligated to deliver the product according to the incorrect price.

If the acceptance departs from the offer included in the offer, whether or not on points of minor importance, then Da Costa Shop is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Da Costa Shop indicates otherwise.

A composite offer does not oblige Da Costa Shop to perform an element of the Assignment for a corresponding part of the stated price.

The offer will apply as long as the stocks last.

Offers do not automatically apply to future orders or reorders.

If an offer is subject to a limited duration or subject to conditions, this will be explicitly mentioned. If the Da Costa Shop uses illustrations, these are a true reflection of the products/services offered.

Da Costa Shop is not responsible in case the specifications stated in the offer are wrongly translated. The original text represents the correct information provided by Da Costa Shop.

All pictures, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.

If the Client has accepted the offer electronically, confirms Da Costa Shop by electronic means receipt of the order without delay. As long as the order is not confirmed by the Da Costa Shop, the consumer may rescind or cancel the agreement free of charge.

Amendments to the contract

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Da Costa Shop will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Da Costa Shop will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Da Costa Shop will inform the Client of this in advance.

If a fixed price and/or fee is agreed, then Da Costa Shop will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Da Costa Shop will attempt, as far as possible, to issue a quotation in advance.

Da Costa Shop may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Da Costa Shop.

Amendments to the Contract originally entered into between the Client and Da Costa Shop are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Implementation of the contract

Da Costa Shop will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Da Costa Shop is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

Da Costa Shop is entitled to implement the Contract in phases.

If the Contract is implemented in phases, Da Costa Shop is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Da Costa Shop is not obliged to implement the following phase, and is entitled to suspend the contract.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Da Costa Shop in a timely manner.

If the above-mentioned information and instructions are not issued, not correctly issued, or not issued in a timely manner, then Da Costa Shop is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

Website - Account of the client

In order to use the website on Da Costa Shop, the client can create an account.

Visitors younger than 16 years old are prohibited to register. With their permission they can use the email of a parent or Guardian.

The Client manages his own account and must keep track of changes to his own account.

It's not allowed to give the login details to third parties and/or to use the login details of third parties.

Da Costa Shop is not liable or responsible for the content and/or information that the client published on the website.

Website – content

Da Costa Shop is not responsible for the content that has been shared and placed on the website. The Client is responsible for the accuracy, completeness and legality of the shared and placed content.

The Client guarantees that the content placed and shared on the website by the Client is accurate, complete and not illegal.

Website - Refusal, blocking or deleting content

Da Costa Shop has the right to refuse, block and/or remove content from the website without given any reasons. Third parties can request Da Costa Shop to remove content from the website.

Da Costa Shop can refuse, block and/or delete in any event the content if:

- the content is in breach with the law;
- the content has a pornographic, erotic character or refers to a location with a pornographic content;
- the content has a violent character or refers to a location with a violent character;
- the content discriminate against race, gender, political affiliation, religion or belief;
- the content in breach is with these General terms and conditions.

The Client accepts the possibility that the content can be removed blocked or removed by Da Costa Shop.

Prices and fees

The prices and fees are expressed in euros inclusive of VAT.

The prices and fees are exclusive of packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

For shipments of products with abnormal size extra fee will be charged.

Da Costa Shop will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Amendment of prices and fees

If Da Costa Shop agrees a fixed price and/or fee when the Contract is entered into, then Da Costa Shop is entitled to increase this price or fee, also when the price or fee is not originally specified provisionally.

If Da Costa Shop has the intention of amending the price and/or fee, it will inform the Client of this as soon as possible.

If the increase of the price or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Da Costa Shop or an obligation resting upon Da Costa Shop in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Da Costa Shop is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the price or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Da Costa Shop will inform the Client in the event of the intention to increase the price or the fee, stating the extent of the increase and the date upon which it will take effect.

Distance sales and return policy

In the event of distance sales Da Costa Shop has the right to oblige the Client to pay at most 50 percent of the price in advance.

In the event of a purchase, the client has the possibility to dissolve the agreement for 14 days without giving any reason. This period commences on the day following receipt of all products by the client or a by the client announced representative.

In the event of distance sales the Client has the right to withdraw the contract after 30 days, if Da Costa Shop didn't delivered the Product within thirty days, unless parties agreed to a different delivery period.

If Da Costa Shop has not provided the required information regarding the right of withdrawal or did not issued the information in the correct form, the Client has the right to terminate the Contract, without given any reason, during a period of three months after the Client received the Products of Da Costa Shop. If the Da Costa Shop provided the Client with the above-mentioned information during the three month, the withdrawal period shall expire fourteen days after the day upon which the Client receives that information.

During the reflection period, the client shall handle the product and the packaging with care. He will only unpack or use the product to the extent necessary in order to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will have the product and if reasonably possible- in the original condition and packaging returned to the Da Costa Shop, in accordance with the reasonable and clear instructions provided by Da Costa Shop

If the client wants to use his right of withdrawal he is obliged to make this known to Da Costa Shop within 14 days of receipt of all the products. The client can do this by means of the standard form. After the client expressed wanting to make use of his right of withdrawal, the client shall return the product within 14 days to Da Costa Shop The client must prove that the products are returned in a timely manner, for example by means of a proof of mail delivery.

If the Client sends the goods back, the Client has to return the goods in a proper packaging with all accessories and in original condition. The shipping costs will be at risk and for the account of the Client.

If the client at the end of the statutory period of this article has not expressed to want to make use of his right of withdrawal or the product has not been returned to Da Costa Shop, the sale is a fact.

If the Client used his right to withdrawal the Contract, Da Costa Shop will reimburse all payments, including the shipping costs for delivery, within 14 days after the dissolution of the Contract. When more products were shipped to you that you do wish to keep. The calculation then will be made of the delivery charges of the returned product based on the weight or the volume weight of the product. Whichever is higher. These charges will be reimbursed.

If the goods are not available, Da Costa Shop will inform the Client of this as soon as possible and Da Costa Shop will reimburse the payment within fourteen days. If Da Costa Shop and the Client agree that a good of similar quality and price may be delivered, the shipping costs will be for the account for the Client. The foregoing is only applicable if the Client uses his right to terminate the Contract during the withdrawal period.

The provisions of this article shall not apply if the Contract regards to

- products for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- sealed goods for which were unsealed by the Client;
- products which are delivered within the cooling-off period with the consent of the Client;
- products that cannot be returned because of their nature;
- products specifically made for the Client;
- products custom made.

Delivery

Delivery takes place by making the goods available to the Client. After the delivery the risk of the good will be transferred to the Client.

Delivery takes place at the address given by the Client.

The Client is obliged to accept the purchased goods at the moment they are available to him or when they be handed over to him.

If the Client refuses to accept the good at the place of delivery or the Client is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery, will be stored at the risk and expense of the Client. In this case the Client shall bear any additional costs.

Delivery periods

The delivery will take place within a period stated by Da Costa Shop

If a period is agreed or stated for the delivery of the product, then this period is only indicative and is not to be regarded as a strict deadline.

If Da Costa Shop needs information or instructions from the Client that are necessary for the delivery, then the delivery period will commence after the Client has provided these to Da Costa Shop.

Da Costa Shop will take the greatest possible care in the receiving and the execution and/or delivery of orders and the services.

The risk of damage and/or loss of products rests upon the Da Costa Shop up to the moment of delivery to the consumer, unless otherwise expressly agreed. To the delivery obligation by the Da Costa Shop is met, once the order is offered to consumer once.

Accepted orders will be sent promptly but no later than 30 days after order message, unless the consumer has given permission that a longer delivery period is complied with. If delivery is delayed, or if an order is not or only partially carried out, the Client will receive a message and has the right to terminate the contract without penalty.

Passing of Risk

Until the moment the goods are brought under the Client's control, the goods subject to the Agreement will be for the account and at the risk of Da Costa Shop.

The risk of loss, damage or decrease in value of the goods that are subject to the Contract passes on to the Client at the moment the goods are brought under the control of the Client or a third party appointed by the Client.

Payment

Payment will take place by means of transfer to a bank account specified by Da Costa Shop, unless agreed otherwise. Transfer will take place by means of an invoice.

Payment can be made both in advance and afterwards.

Payment afterwards must be made within 7 days of the invoice date, in a manner to be specified by Da Costa Shop and in the currency in which the invoice is issued, unless agreed otherwise.

The Client is not authorized to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 14 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 2% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Da Costa Shop and the obligations of the Client towards Da Costa Shop are immediately claimable.

Collection costs

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.

With regard to the extrajudicial (collection) charges, Da Costa Shop is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

With regard to the extrajudicial (collection) charges, Da Costa Shop is entitled to a payment of the maximum sum that is determine in the Payment of Extrajudicial Collection Charges Decree

Da Costa Shop is only entitled to a reimbursement of extrajudicial collection charges after the Da Costa Shop send the client a reminder to pay within 14 days the outstanding invoice or invoices after the client came into default.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

Retention of title

All items supplied by Da Costa Shop within the framework of the Contract remain the property of Da Costa Shop until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.

Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to breach of contract.

For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

Voucher

A Voucher can only be outsourced at Da Costa Shop

The Client must carefully preserve the Voucher. There will be no compensation in case of theft or loss.

A Voucher is valid during the period of validity. The period of validity is stated on the Voucher.

Vouchers cannot be returned or exchanged for money.

In the case of distance of sale Vouchers can be returned within 14 days. After this period the Vouchers cannot be returned or exchanged for money.

Suspension

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Da Costa Shop is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Da Costa Shop is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Da Costa Shop becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Da Costa Shop

Da Costa Shop reserves the right to claim compensation.

Termination

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Da Costa Shop is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Da Costa Shop is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Da Costa Shop becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- Due to a delay of one month on the part of the Client, Da Costa Shop can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Da Costa Shop;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Da Costa Shop become immediately due and payable.

If Da Costa Shop terminates the Contract on the above-mentioned grounds, Da Costa Shop is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Da Costa Shop

Force majeure

Breaches may not be attributed to Da Costa Shop or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term “force majeure” is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Da Costa Shop can exercise no influence and through which Da Costa Shop is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Da Costa Shop cannot be reasonably sought by the Client.

Da Costa Shop is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Da Costa Shop should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Da Costa Shop and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Da Costa Shop reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Da Costa Shop has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Da Costa Shop is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Compliance and warranty

Da Costa Shop guarantees that the Products fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and on the date of the conclusion of the agreement existing legal provision and/or Government regulations.

A warranty by Da Costa Shop, manufacturer or importer does not alter the legal rights and claims that the Client can assert under the agreement with the Da Costa Shop

If the delivered Product has been produced by a third party, the third party will provide the guarantee, unless indicated otherwise.

Any defects or wrong products delivered must be reported in writing to Da Costa Shop within 2 months. After the Client expressed wanting to make use of his right of withdrawal, the client shall return the product within 14 days to the Da Costa Shop. The consumer must prove that the products are returned in a timely manner, for example by means of a proof of mail delivery. Return of the Products must be made in the original packaging and new state.

The warranty period of Da Costa Shop corresponds to the factory guarantee period. Da Costa Shop is not responsible for the ultimate suitability of the Products for each individual application by the Client, nor for any advice regarding the use or application of the products.

The guarantee does not apply if:

- the delivered goods have been repaired and/or modified by third parties and/or the client;
- the delivered goods are exposed to unusual circumstances or otherwise treated carelessly or contrary to the instructions of Da Costa Shop and/or on the packaging;
- the inferiority in whole or in part is the result of rules that the Government has asked or will ask about the nature or quality of the materials used.

Examination and claims

The Client is obliged to examine the delivered goods at the time of delivery, but in any case within 14 days after the delivery. The Client must examine whether the quality and quantity of the Products comply with what the parties agreed.

Defects and shortcomings have to be reported within two months after its discovery to Da Costa Shop. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably.

The right to restitution of the price, compensation, reparation or replacement of the Product lapses, if the defects will not be reported within the period of two months, unless the nature of the Product states otherwise or from any circumstances follows that the period should be longer than two months.

If the Client complains in time, the Client will stay obliged to purchase and pay for the purchased goods, unless these goods have no independent value.

Liability

The implementation of the Contract is entirely at the risk and responsibility of the Client. Da Costa Shop is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Da Costa Shop.

The liability of Da Costa Shop is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client. In the case of consumer purchase, this limitation does not extend further than is permitted pursuant to article 7:24, paragraph 2 of the Dutch Civil Code.

Da Costa Shop is not liable for damage, of whatever nature, resulting from Da Costa Shop basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Da Costa Shop .

If Da Costa Shop is liable for any damage, then the liability of Da Costa Shop is limited to an amount equal to the amount stated in the invoice, or to the amount to which the insurance taken out by Da Costa Shop gives entitlement, with the deduction of the policy excess borne by Da Costa Shop under the terms of the insurance.

The Client must report the damage for which Da Costa Shop can be held liable to Da Costa Shop as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Da Costa Shop lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

The limitations of the liabilities in this article will not apply if the damage is due to an intentional act or recklessness of Da Costa Shop or due to his managing employee.

Indemnity

The Client indemnifies Da Costa Shop against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Da Costa Shop may be sued for this reason, then the Client is bound to provide Da Costa Shop with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Da Costa Shop and third parties will be at the expense and risk of the Client.

Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against Da Costa Shop and any third parties brought in by Da Costa Shop.

The foregoing shall not apply to claims which are based on the non-conformity of the delivered good of the Contract. In this case claims lapse after two years after the Client has informed Da Costa Shop about the defect of the delivered goods.

Intellectual property

Da Costa Shop reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

All the rights regarding content, videos, texts, materials, pictures placed by the client and/or Da Costa Shop on the website are the intellectual property of Da Costa Shop.

Da Costa Shop has the right to publish the videos, texts, materials, pictures placed by the client and/or Da Costa Shop on the website on social media.

Da Costa Shop reserves the right to utilize the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

This is the Web Site of Da Costa Shop, which is not an affiliated company of Enesco, LLC. The representations made on this Site are those of Da Costa Shop.

Portrait right (commissioned portrait)

The portrait right rests with the Client. By accepting the general terms and conditions, the Client authorises the User to use his/her work for its portfolio and on the website.

If the Client objects to disclosure of the work, it must communicate this in writing to Da Costa Shop.

Portrait right (non-commissioned portrait)

By accepting the general terms and conditions, Client authorises Da Costa Shop to use the pictures that recognisably depict Client for its portfolio and to place these on the website, unless Client has a reasonable interest to object to publication of the portrait.

If Client objects to disclosure of the pictures that recognisably depict Client, Client must communicate this in writing to Da Costa Shop.

Confidentiality

Both Da Costa Shop and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

Privacy and cookies

Da Costa Shop will store the details and information that the Client provides to Da Costa Shop carefully and confidentially.

Da Costa Shop acts in accordance with de GDPR which is effective from May 25, 2018. Da Costa Shop will keep a register of processing activities on the basis of the GDPR.

Da Costa Shop will only use the details and information of the Client in the context of the execution of its delivery obligation or the handing of a compliant.

Da Costa Shop may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a compliant. It is not permitted for Da Costa Shop to lend out, sell or in any other way make public the personal data of the Client.

The information that Da Costa Shop collects through cookies may Da Costa Shop only use for necessary specific purposes.

Da Costa Shop will not keep the personal data longer than necessary. The Client is entitled to file a complaint with the Dutch Data Protection Authority regarding his/her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Client agrees that Da Costa Shop may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Newsletter

Da Costa Shop does not provide a newsletter.

All announces, new arrivals, developments and sale activities will be communicated on the site and social media.

Complaints procedure

Da Costa Shop has a complaints procedure and handles complaints by filling out the complaints procedure.

Complaints about the performance of the contract or an order should be fully and clearly described and submitted to Da Costa Shop within 7 days after the client has found the flaws.

Complaints are handled within 14 days from the date of receipt. If a complaint requires longer processing time, Da Costa Shop will, within the period of 14 days, reply with a message of receipt and an indication when the client can expect a more detailed answer.

If the complaint cannot be solved in joint consultation, a dispute arises that is susceptible to the dispute resolution.

With complaints that cannot be solved in joint consultation, the client has the possibility to contact Stichting WebwinkelKeur (www.webwinkelkeur.nl). Stichting WebwinkelKeur will mediate for free. Residents living in the EU can also use the European Dispute resolution website to submit a complaint in order to reach an out-of-court settlement. This website is available on <http://ec.europa.eu/odr>, but we would advise to contact Stichting WebwinkelKeur first answer.

A complaint does not suspend the Da Costa Shop of his obligations, unless Da Costa Shop indicates in written otherwise.

If the client's complaint is well-founded, he/her has the possibility to replace or repair the delivered products for free.

Applicable law, disputes

Dutch law is exclusively applicable to all legal relationships to which Da Costa Shop is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

The applicability of the Vienna Sales Convention (CISG) is excluded.

Disputes between Da Costa Shop and the Client will only be submitted to the competent court in the Netherlands with a Dutch judge.

Location

These General Terms and Conditions are filed at the Chamber of Commerce under number 68490402.

