

## 1. GENERAL TERMS AND CONDITIONS OF SALE

These General Conditions of Sale apply to all orders and sales transactions via the website [www.frockgallery.com](http://www.frockgallery.com) relating to the products offered on the website. By placing an order, you accept these Conditions of Sale in their entirety and without reservation. We have the right to modify the Terms and Conditions of Sale. Any changes to the Terms of Sale will only apply to orders placed on or after the date of change.

Frock Gallery undertakes to make every effort to describe and present the goods in a correct, clear and complete manner. Frock Gallery does not, however, guarantee the accuracy, clarity or completeness of the presentation of the goods offered in the Webshop. Frock Gallery is in no way liable for inaccuracies, ambiguities and/or incompleteness in the presentation of the goods on the web shop, nor for any damage resulting from this for the Buyer or third parties.

## 2. IDENTITY OF THE SELLER

The registered office of Frock Gallery is located at :

Administrative address:

Dellies BV - Frock Gallery  
Gistelhofstraat 57  
8920 Langemark  
VAT: BE0508809045

Gallery address:

Frock Gallery  
Rijselstraat 26  
8900 Ypres

## 3. PRICE, TAX AND PACKING AND SHIPPING COSTS

All prices are expressed in euros and include 21% or 6% VAT and exclude shipping costs. When a product is placed in the shopping basket, the VAT rate is adjusted according to the customer's data (country and type). The price mentioned in the email confirming an order is the price payable by the customer. If the goods have to be shipped, the customer receives an email with the total price including shipping costs with a corresponding payment link. After payment, the customer receives a final order confirmation.

Special offers are only valid as long as stocks last. Frock Gallery reserves the right to change the price of a product at any time but the products will always be invoiced on the basis of the rates in force at the time of the conclusion of the agreement.

The possible costs, taxes, customs and import duties as well as the formalities involved in deliveries outside Belgium are entirely the responsibility of the Buyer. Frock Gallery is in no way liable for the consequences of non-compliance with certain payment, tax and/or declaration obligations associated with deliveries outside Belgium.

## 4. FORMATION OF THE SALES AGREEMENT

If an offer has a limited validity or is subject to certain conditions, we will state this explicitly in our offer.

We always describe as completely and accurately as possible what we are selling you and how the ordering process will work. The description is in any case sufficiently detailed for you to make a proper assessment. If we use pictures, they are a true representation of the goods and/or services offered. However, to err is human and if we are obviously mistaken we are not obliged to deliver to you.

Your order is complete and the agreement between us is final as soon as we confirm your order by e-mail and as soon as we have received approval from the card issuer for your credit or debit card payment transaction. We accept Visa, MasterCard, Bancontact and bank transfer. If your card issuer refuses to approve your

payment to us, we cannot be held responsible for delays in delivery and/or non-delivery of your order. Orders without valid payment in the name of the registered cardholder will not be accepted or processed.

To purchase a product, add the product to your shopping basket. When you have all the products you want, click on 'proceed to checkout'. Then enter your contact and/or invoicing details and click on 'continue'. Then choose your method of delivery: standard delivery within Belgium (to your address) or self collection at Frock Gallery in Ypres and click 'continue'.

- If you choose to pick up your order in Ypres, you can finalise your order: in the last step you get an overview, choose your payment method and accept our terms and conditions, then click 'finalise order'. Then it depends on the payment method you have chosen (visa, mastercard, bancontact or bank transfer) which screen appears. Make your payment. When you have completed these steps, your purchase is final.

- If you choose to have your order shipped by Frock Gallery, you will receive asap an email with the proposed shipping amount and a link to complete the purchase with a payment. It depends on the method of payment that you have chosen (via visa, mastercard or bancontact or via bank transfer) which screen appears. Make your payment. Once you have completed these steps, your purchase is final.

After receipt of the payment, the artwork or product is definitively assigned to you.

## **5. PAYMENT**

Online payment is possible with Visa or Mastercard or Bancontact or by bank transfer. In case of payment by bank transfer, the account number and the amount to be paid are communicated in the email confirming the order. If the Buyer opts to pay by bank transfer, the amount due by the Buyer is payable within seven (7) calendar days of placing the order. The order will only be dispatched once Frock Gallery has received the payment on its current account. If the Purchaser fails to pay the amount due in full within the aforementioned period of seven (7) calendar days, the contract of sale will be cancelled. Any amount paid will be refunded by Frock Gallery to the Vendor as soon as possible.

All orders will be dispatched as soon as the amount due has been transferred to Frock Gallery's account. Any inaccuracies in the invoicing should be reported by the Customer to [info@frockgallery.com](mailto:info@frockgallery.com) immediately, so that we can correct the amount.

## **6. RETENTION OF TITLE**

Until full payment by the Buyer, the goods delivered to the Buyer remain the property of Frock Gallery or the artist.

No data or photos from our site may be copied or used without our express permission.

## **7. SHIPMENT AND DELIVERY**

With the delivery of the purchased goods, a summary of the order will be sent. At the moment of conclusion of the sales agreement, as stipulated in Article 8 of these general terms and conditions, the risk on the purchased goods passes to the Buyer. Frock Gallery alone shall determine which transport company will deliver the goods purchased by the Purchaser.

The delivery of products will, to the extent possible, take place within the time indicated in the individual order confirmation. In most cases, shipment will take place within one to ten working days after receipt of payment. If the work of art is part of the current exhibition in the gallery, then it will be sent within 10 days after the end of the exhibition. No delay in delivery can give rise to cancellation of the purchase or payment of damages to the Buyer, except in the case of deliberate delay. Erroneously communicated delivery addresses are the responsibility of the Buyer and may give rise to additional costs. Unless otherwise indicated, our prices do not include transport and delivery of the goods to the Buyer; these costs are stated separately. We are entitled to make partial deliveries. Frock Gallery cannot be held responsible for damage, theft or loss of goods during shipment by a transport service. We make every effort to pack the goods as well and as safely as possible.

If the goods delivered by us were damaged during transport, do not correspond with the items mentioned on the delivery note or do not correspond with the items you ordered, you must report this as soon as possible and certainly within 5 days and return the items to us within 14 calendar days after receipt.

## **8. WARRANTY AND COMPLAINTS**

We always hope that all our customers are 100% satisfied. However, if you have any complaints about our services, please contact us at [info@frockgallery.com](mailto:info@frockgallery.com). We will do everything we can to deal with your complaint within 7 days.

As stated in these general terms and conditions, the Buyer is obliged to notify Frock Gallery if the goods show any defects via [info@frockgallery.com](mailto:info@frockgallery.com) and to provide the necessary description and photos of the defects within 5 calendar days following the delivery to the Buyer. Frock Gallery undertakes to remedy the defects within a reasonable period, in accordance with the obligations imposed on it by applicable Belgian legislation.

## **9. AVAILABILITY OF THE GOODS AND STOCK**

The goods are offered by Frock Gallery on the web shop only as long as stocks last.

If, after the conclusion of the order, it appears that the goods purchased by the Purchaser are no longer in stock, Frock Gallery undertakes to notify the Purchaser accordingly within a period of fifteen (15) calendar days and to issue a credit note to the Purchaser, cancelling the order. The Purchaser undertakes to transfer his account number to Frock Gallery without delay after the above-mentioned notification, so that Frock Gallery can refund the monies paid by the Purchaser, if applicable, within a period of fifteen (15) calendar days after notification by the Purchaser. Frock Gallery shall in no way be held liable if the Purchaser should fail to transfer the account number as stated above to Frock Gallery.

The Purchaser irrevocably waives all rights and claims to compensation for damages that would result from the termination of the sales agreement due to the exhaustion of the stock.

## **10. RIGHT OF WITHDRAWAL**

The Buyer may, within 14 days from the day following the delivery of a product, cancel the purchase of a product without giving any reason or paying any penalty. In this case, we ask you to contact us immediately after delivery and return the products within 14 calendar days from the day following delivery. This is only possible if the product is undamaged. The shipping costs and the risk of returning a product are to be borne by the customer. In case of cancellation, Frock Gallery will refund the purchase price to the customer within 14 calendar days of receipt of the returned products. Sale items or products that are marked down on the webshop will not be taken back.

## **11. COMPENSATION**

In the event that a party fails to fulfil its payment obligations within the stipulated period, the defaulting party shall also owe the other entitled party, in addition to the amount owed, compensation for damages, ipso jure and without notice of default, equal to ten (10) % of the amount owed, with a minimum of EUR 50.

## **12. PRIVACY**

The data of our customers will not be passed on to third parties, but will only be used for the mailing list of Frock Gallery. If you do not wish to receive this information, you can unsubscribe at any time by sending an e-mail to [info@frockgallery.com](mailto:info@frockgallery.com). Frock Gallery may use this information for the promotion of its products and services and the processing of orders. The Buyer has the right to inspect the data concerning him/her and can request their correction or deletion by sending an e-mail to [info@frockgallery.com](mailto:info@frockgallery.com).

## **13. LIABILITY**

Possible malfunctions, interruptions or errors on the website and the web shop do not give rise to any right to compensation on the part of either the User or third parties. Frock Gallery is not liable for any transmission of viruses or malware via the website or the web shop.

#### **14. DELAYS**

We are not liable for delays due to events beyond our normal control. This includes production interruptions, labour force, transport delays, strikes, work stoppages, which may affect both ourselves and our suppliers, even if they are foreseeable.

#### **15. GUARANTEE**

Our guarantee is limited to the guarantee for hidden defects and the guarantee in the event of a consumer purchase, both provided for in the Civil Code. We are only liable for damage that is the result of intent or gross error.