

# Annette Spaan Photography and Writing | General Terms and Conditions

Version 3.0| 01-12-2021

These are the General Terms and Conditions of **Annette Spaan Photography and Writing**, applicable to your purchase through Pixieset.

In these General Terms and Conditions, I stipulate the conditions under which I provide my services and products through Pixieset. Please read them carefully. I also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

## Article 1. Definitions

- 1.1. **Annette Spaan Photography and Writing:** the company Annette Spaan Photography and Writing, located in Kortenhoef and registered with the Dutch Chamber of Commerce under file number 54278112, trading as Annette Spaan Photography and Writing.
- 1.2. **Website:** the Website of Annette Spaan Photography and Writing, to be found on [www.annettespaan.com](http://www.annettespaan.com), and all of its subdomains ([www.annettespaan.pixieset.com](http://www.annettespaan.pixieset.com), [www.annettespaan.com/digital-photography](http://www.annettespaan.com/digital-photography)).
- 1.3. **In writing:** communication via (registered) post, email or text message.
- 1.4. **Customer:** the natural person or corporation who enters into an agreement with Annette Spaan Photography and Writing and/or is registered on the Website, acting in the exercise of a profession or business.
- 1.5. **Agreement:** any arrangement or agreement between Annette Spaan Photography and Writing and Customer of which the General Terms and Conditions are an integral part.
- 1.6. **General Terms and Conditions:** these General Terms and Conditions.

## Article 2. Applicability

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Annette Spaan Photography and Writing, unless explicitly agreed otherwise in writing.
- 2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Annette Spaan Photography and Writing if and in so far as Annette Spaan Photography and Writing has accepted them in writing.
- 2.3. Customer's general terms and conditions are hereby expressly rejected by Annette Spaan Photography and Writing and will not apply to the agreement.
- 2.4. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the (online) offer.

**Article 3. Prices and information**

- 3.1. All prices posted on the Website and in other materials originating from Annette Spaan Photography and Writing are exclusive of VAT and in euros.
- 3.2. Annette Spaans Photography and Writing cannot be held to its offer if Customer should have understood that the offer, or any part thereof, contained an obvious mistake or error.
- 3.3. There are no separate shipping costs.
- 3.4. The content of the Website is composed with the greatest care. Annette Spaan Photography and Writing cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Annette Spaan Photography and Writing are subject to obvious programming and typing errors.
- 3.5. Annette Spaan Photography and Writing cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.
- 3.6. Annette Spaan Photography and Writing cannot guarantee the availability of digital products offered on the website. Annette Spaan Photography and Writing has the right to withdraw digital products at any time.

**Article 4. Conclusion of the Agreement**

- 4.1. The Agreement will be deemed to be concluded at the moment Customer accepts the offer of Annette Spaan Photography and Writing subject to the conditions laid down by Annette Spaan Photography and Writing.
- 4.2. If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, Annette Spaan Photography and Writing will have the right to postpone the Agreement until the correct data is received.

**Article 5. Execution of the Agreement**

- 5.1. As soon as Annette Spaan Photography and Writing has received the order, Customer will receive the purchased image as a downloadable JPG-file. After delivery, Customer has 7 days to download the image. In case Customer fails to download the image within 7 days, Annette Spaan Photography and Writing cannot guarantee that the download link still works and / or that the image is still available. Annette Spaan Photography and Writing is not responsible for any damages caused by this. Customer can use the download-link 3 times.
- 5.2. Annette Spaan Photography and Writing is authorised to engage third parties in the fulfilment of its obligations under the Agreement. Articles 7:404 and 7:407(2) of the Dutch Civil Code will expressly not apply to the agreement. Article 6:76 of the Dutch Civil Code is also expressly excluded.
- 5.3. Customer is familiar with the style of Annette Spaan Photography and Writing and understands that all images will be delivered in the usual style of Annette Spaan Photography and Writing.

**Article 6. Payment**

- 6.1. Customer shall pay the amounts due to Annette Spaan Photography and Writing in accordance with the ordering procedure and any payment methods indicated on the Website. Annette Spaan Photography and Writing is free to offer any payment method of its choice and may change these methods at any time. In cases of payment after delivery, Customer will be given a term of payment of 14 days entering on the day after delivery. Customer agrees with electronic invoicing.
- 6.2. If Customer fails to complete his payment obligation, Customer will automatically be in default (no further notice of default shall be required). Annette Spaan Photography and Writing will then be entitled, among other things, to charge the statutory interest. In addition, all costs incurred by Annette Spaan Photography and Writing in obtaining payment in and out of court (all extrajudicial and judicial costs), such as costs for bailiffs, debt collection agencies, and so on, will be borne by Customer, with a minimum of EUR 150,-. Please note that Annette Spaan Photography and Writing is under no obligation to prove that these costs have actually been incurred.
- 6.3. Annette Spaan Photography and Writing's prices can change at any time. However, such changes will not affect any order Customer has made for which Customer has already received an order confirmation.

**Article 7. Complaints**

- 7.1. If Customer has any grievances in connection with its purchase and/or about other aspects of Annette Spaan Photography and Writing's service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions. Complaints of any nature whatsoever will not suspend Customer's payment obligations.
- 7.2. Annette Spaan Photography and Writing will respond to the complaint as soon as possible, and in any case within 14 days after having received it. If it is not yet possible for Annette Spaan Photography and Writing to formulate a substantive reaction to the complaint by that time, Annette Spaan Photography and Writing will confirm receipt of the complaint within 3 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.

**Article 8. Liability**

- 8.1. The total liability of Annette Spaan Photography and Writing in respect of Customer due to an attributable failure to perform the Agreement is limited to compensation not exceeding the price stipulated for that particular Agreement (including VAT).
- 8.2. The liability of Annette Spaan Photography and Writing in respect of Customer for indirect damage or loss, which in any case includes – but is explicitly not limited to – consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.

- 8.3. Aside from the cases referred to in the two previous paragraphs of this Article, Annette Spaan Photography and Writing is not subject to any liability at all in respect of Customer for damages, irrespective of the ground on which the action for damages is based. The restrictions set out in this Article, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of Annette Spaan Photography and Writing.
- 8.4. Annette Spaan Photography and Writing will only be liable to Customer on account of an attributable failure in the performance of an agreement if Customer issues a proper notice of default to Annette Spaan Photography and Writing without delay stipulating a reasonable period of time in which to remedy the failure, and Annette Spaan Photography and Writing also continues to fail to perform its obligations after that period. The notice of default must contain a description of the failure in as much detail as possible to enable Annette Spaan Photography and Writing to provide an adequate response.
- 8.5. Any event giving right to compensation is always subject to the condition that Customer reports the damage or loss in writing to Annette Spaan Photography and Writing as soon as possible, but no later than within 30 days after the damage or loss has arisen.
- 8.6. In the event of force majeure Annette Spaan Photography and Writing is not liable to pay compensation for any damage or loss Customer has incurred as a result.
- 8.7. The period of limitation of all claims and defences towards Annette Spaan Photography and Writing is 12 months.

**Article 9. Copyright**

- 9.1. All rights of intellectual property to all images, belongs to Annette Spaan Photography and Writing.
- 9.2. Insofar as any of such rights can be acquired only by means of registration / application, Annette Spaan Photography and Writing shall have the sole and exclusive authority to effect that registration / application.
- 9.3. Customer is only allowed to use the purchased image in accordance with the applicable license.
- 9.4. If Customer wishes to use the image for a different medium or purpose, Customer must inform Annette Spaan Photography and Writing of this in advance. If Annette Spaan Photography and Writing agrees to this, parties shall conclude a supplementary agreement.
- 9.5. Annette Spaan Photography and Writing is entitled to use Customer's (company) name, logo and trademarks for its own publicity and promotion.

**Article 10. Personal details**

- 10.1. Annette Spaan Photography and Writing will process the Customer's personal details in accordance with the privacy statement published on the Website.

**Article 11. Final provisions**

- 11.1. This agreement is exclusively governed by Dutch law.
- 11.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Annette Spaan Photography and Writing has its registered office.
- 11.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.
- 11.4. Annette Spaan Photography and Writing reserves the right to amend and / or supplement these General Terms and Conditions, at any time. If Customer doesn't agree with a change or addition, Customer must notify Annette Spaan Photography and Writing within 14 days after Annette Spaan Photography and Writing has informed Customer. If Customer fails to notify Annette Spaan Photography and Writing on time, Annette Spaan Photography and Writing assumes that Customer agrees with the change / addition.

**Contact details**

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact me by email or letter.

Annette Spaan Photography and Writing  
Kortenhoefsedijk 159  
1241 LZ, Kortenhoef

Tel.: 0031-618557288  
Email: [info@annettespaan.com](mailto:info@annettespaan.com)

Chamber of Commerce: 54278112  
VAT: NL001933076B18