

General Terms and Conditions

Version October 2021

We conduct business according to Dutch law. We respect these and if there are inadvertent contradictions in our terms and conditions, then Dutch law will of course always apply.

If you have any questions or have any doubts, please contact us directly at info@ralphdost.com.

These terms and conditions are intended for consumers. For companies (B-toB) that do business with the RALPH DOST design studio, different conditions apply. These are provided on request or with a quote.

Introduction

These General Terms and Conditions (TC) govern the relationship between RALPH DOST (Us, We, RALPH DOST) and the customer (Customer).

The TC apply to

1. the access to and the use of our Website and Services; and
2. to all Services such as requests, orders, sales and purchases of Artworks, Products from RALPH DOST, through the Website, by telephone, email, in Studio sales and in person sales.

This agreement, TC, privacy policy, any other applicable policies, the order confirmation under which all Services of RALPH DOST are rendered to You, constitute a binding legal agreement between You and RALPH DOST (Agreement).

RALPH DOST asks You to read all the TC carefully. By using the Website, ordering or purchasing from RALPH DOST, You are deemed to have accepted the TC and acknowledge to comply with the TC at all times. You can download these TC on the Website and You will also receive a link to the TC by email when placing an Order.

In order to make the Website, Products and Services available to You RALPH DOST is required to process Your Personal Data. RALPH DOST is committed to keep your Personal Data secure. Please read RALPH DOST 's Privacy Policy, which can be found at www.ralphdost.com/privacy and which is applicable to You when using RALPH DOST 's website, subscribing to newsletters or news updates or mailing lists and when buying Products and/or Services from RALPH DOST.

In order to provide the You with a seamless website experience, We use cookies. Please carefully read Our Cookie Policy, which can be found at www.ralphdost.com/cookie.

Our customer service can be reached via email info@ralphdost.com or via telephone on +31 (0)6 44934922. Should You have any complaints pertaining to this Website or Services of RALPH DOST, please mail Your complaint to info@ralphdost.com.

RALPH DOST reserves the right to change, discontinue or terminate the Services without notice to You at any time and to impose new or additional conditions or modify these applicable Terms

and Conditions at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof and We will notify You thereof. You are obliged to periodically review these Terms and Conditions and to comply with the obligations set out in the current version at each moment. Any use of the Services by You after such notice by RALPH DOST shall be deemed to constitute acceptance by You of such changes, modifications and additions. If You do not wish to accept the amended TC You must cease to use the Services and the Website.

1. DEFINITIONS

RALPH DOST	RALPH DOST is a “eenmanszaak” company with its registered address at Het Schar 104, 8332 CT, The Netherlands, registered at the Dutch Chamber of Commerce under number 83426566.
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Agreement	This agreement under which all Services are rendered by RALPH DOST to You.
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Artwork(s)	All artworks including but not limited to parts developed by RALPH DOST, original paintings, reproductions, sculptures, editions, screen prints, photography, drawings, limited editions.
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Artist	Ralph Dost
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Belongings	Any and all possessions, goods, personal effects owned by the Customer and present in Customer’s residence or workspace during the Installation of an Artwork by RALPH DOST.
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Custom Order	Artworks and/or Products which have been special ordered, or customized or tailored to Customer’s specifications and/or wishes. Custom orders are non-refundable and non-exchangeable.
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Catalogue	The catalogue containing Artworks.
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Certificate of Authenticity	A certificate which verifies the authenticity of the Artwork(s) of the Artist
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Content	All content provided by RALPH DOST online or offline including but not limited to text, images, audio, video, information, drawings, sketches, photographs, graphics.
Customer	The customer of RALPH DOST, being an individual or a company.
Customer Service	A RALPH DOST representative.
Delivery Period	<p>For Products bought from the webshop: Thirty days after full payment of the Purchase Price was received by RALPH DOST and upon receipt by You of an order confirmation.</p> <p>For Artworks: Please note that all delivery times are indications and depending on the type of Artwork ordered and may exceed the thirty-day period, especially if the Artwork You desire is not in stock and will have to be produced by RALPH DOST.</p>
Force Majeure	Any event entirely beyond the reasonable control of RALPH DOST including without limitation, war, flood, fire, earthquake, strike, explosion, accident; threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; theft, sabotage, burglary, import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of RALPH DOST, You or a third party ruling or action of any labour union or trade body association affecting RALPH DOST); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery or any other events beyond the control of RALPH DOST.
Installation	Installation or placement of an Artwork in Customer's requested location.

Invoice	The invoice contains a description of the Artwork and/or Product ordered, deposit due if applicable, final purchase price, shipment costs, packing costs, taxes such as VAT if applicable.
Item	Artwork and/or Product.
Limited Edition	An Artwork or a Product produced in a limited number, each of which are numbered and signed by the Artist.
Non-conformity	A condition which does not conform to the specifications of the Artwork or Product as described in the Order Confirmation.
Order	Customer's request to purchase (an) Item(s).
Order Confirmation	The order confirmation asserts the acceptance of your order by RALPH DOST and contains the details and specifications of the purchased Item(s)s as they will be delivered to You.
Photos	Photo of an Item.
Privacy Policy	RALPH DOST's privacy policy.
Rights	All present and future intellectual property rights which can be exercised at any time including but not limited to copyrights, moral rights, portrait rights in the world, trademarks, trade names vested in an Item and Content of RALPH DOST in the Territory.
Personal Data	personal data and information including but not limited name, address, email address, telephone number as described in the Privacy Policy.
Purchase Price	The price determined and to be confirmed by RALPH DOST and agreed by Customer of the Item stated on the Invoice.

Products	All products including clothing, books, posters, printed materials but excluding Artworks.
Professional buyer	Any individual or company who can be considered upon RALPH DOST's sole discretion as a professional buyer.
Sales Agreement	The sales agreement between You and RALPH DOST consists of the 1) sales agreement including the Order Confirmation, shipping confirmation and the invoice and 2) these terms and conditions and 3) all relevant annexes to the aforementioned documents if any including any notices or additional conditions. This Sales Agreement prevails over any additional, conflicting or inconsistent terms and conditions that may appear on any purchase order or document in Customer's possession. You are not allowed to assign the Sales Agreement and Your rights and/or obligations under the Sales Agreement to a third party, without prior written approval of RALPH DOST.
Services	All services rendered by RALPH DOST among others making available its Website, sending mailings, newsletters, marketing and promotion campaigns, sweepstakes and contests, sharing of content, the offering and sale of Items, pre- and post sale services.
Social Media Channels	All Social Media Channels of RALPH DOST including but not limited to Facebook, Instagram, LinkedIn, Tik Tok, Twitter.
Studio	RALPH DOST's studio and gallery.
TC	These terms and conditions. RALPH DOST explicitly refuses and rejects the applicability of Your own terms and conditions.
Term	Duration of the Agreement.
Territory	Worldwide.
User	The user of the Website.

Website All website properties including but not limited to the website of RALPH DOST and the RALPH DOST Webshop, which is accessible through the url www.ralphdost.com with all of its components including but not limited to texts, images, trademarks, logos, illustrations, animations, graphics, drawings, audio, diagrams, clips, videos, domain names and services such as mailings and newsletters.

We/us/our RALPH DOST.

You/Your An individual and/ or company who is a User and/or Customer.

2. TERMS OF USE OF THE WEBSITE

1. The Website (including the webshop) are all subject to these TC. The Website allows you to browse, read, download, view or otherwise consume the Content delivered to you by the Website.
2. In order to use the Webshop, You must register an account through the Website. Through the registration process You will be asked to provide the above mentioned information and You will be asked to choose a secure password. Upon registration in the Webshop,
3. You are obliged to protect Your account and credentials including choosing an adequate password for the Website against unauthorized access by third parties. By registering an account for the Website, You accept and assume all liability that may arise out of any activity that occurs under your account. You cannot share Your account and/or login information with other people to provide others access to the Website. You are fully liable for all actions from your account. In the event Your account is compromise, You must notify RALPH DOST promptly.
4. RALPH DOST has the right, at its sole discretion to change the Website, discontinue, restrict or block access to the Website at any time and to update the Services rendered by RALPH DOST through the Website without notice to Customer.
5. RALPH DOST has the right, at its sole discretion to disable, suspend or terminate Your account with or without cause. You may also cancel Your account at any time by sending an email to info@ralphdost.com.
6. Your access to and use of the Website is at Your own risk. You acknowledge and agree that the Website is provided to you on an "AS IS" and "AS AVAILABLE" basis. RALPH DOST does not warrant or guarantee and disclaims any and all responsibility and any and all liability for: (i) the completeness, accuracy, availability, security or reliability of the Website; (ii) any harm to your devices, computers or systems, loss of data, or other harm that results from your access to or use of the Website; (iii) the deletion of, or the failure to transfer, to store or to receive any Content, information, materials and other communications by the Website; and (iv) whether the Website will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from RALPH DOST or through the Website,

will create any warranty or guarantee for RALPH DOST, unless expressly mentioned in these Terms and Conditions.

7. The Website can be maintained at any time, even if this may negatively impact the availability of the Website.
8. Certain Content offered on the Website links to content and/or services exploited by a third-party. By clicking the links to those third-party services, You exit the Website and are aware that those services may be subject to that third-party's terms and conditions, guidelines, regulations, or privacy policies. The linked sites are not under the control of RALPH DOST and RALPH DOST is not responsible or liable for the content of any linked sites or any link contained in a linked site, or any changes or updates to such sites. RALPH DOST is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by RALPH DOST of such third-party series and/or site. RALPH DOST is in no event responsible or liable for any loss, costs, damages or expenses, or any content, services, offers, materials offered, sold, marketed, promoted or otherwise made available to You by third parties.
9. It is expressly prohibited to use the Website for any purpose that violates Dutch or other applicable law(s) or regulation(s). If in the opinion of RALPH DOST the continued functioning of the computer systems or network of RALPH DOST or third parties is actually or under threat of being damaged or jeopardized, RALPH DOST may take all steps, measures or actions it deems reasonably necessary to end or avert such damage or jeopardy.
10. RALPH DOST is at all times entitled to file a criminal complaint for any offenses committed through or using the Website. In addition, if required by law, RALPH DOST is entitled to supply Your name, address, IP-address and other identifying data to a third-party alleging that You violate(d) its rights or these Terms, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third-party has an evident interest in obtaining this information.
11. You must be at least 13 years old, under the applicable law, to use the Website and warrant that you have truthfully stated your age. If You are under 13, stop using the Website immediately. You must be 18 years old or older under the applicable laws and be the holder of a valid payment method to place an Order and purchase Artworks and/or Products from RALPH DOST. In case You provide untruthful information, RALPH DOST shall not be liable as it cannot verify Your age.

3. ORDERING FROM RALPH DOST VIA THE WEBSITE OR IN STUDIO

CUSTOMER IDENTIFICATION

Whether You wish to place an Order and/or submit other enquiries through the Website or other electronic means or at the Studio, You will be asked to provide among others the following information:

- Your first and last name;
- A billing and shipping address including zip-code, country;
- Email address;
- Telephone number;
- Account and billing information.

Please note that We need correct and complete details at all times to process Your Order and/or enquiry. We urge You to keep your personal information in Your Website account (please refer to the instructions to register an account under I) up to date. We will use the above information to contact You about Your order, expected delivery times, shipment details, costs and future orders, among others. Providing us with incorrect or incomplete information will be Your responsibility and liability.

INFORMATION ON ARTWORKS AND/OR PRODUCTS

1. RALPH DOST offers a wide range of Items for sale in-Studio and through the Website. RALPH DOST may at its sole discretion change, remove, add Items offered and at its sole discretion determine the validity and conditions of an offer.

Depending on the type of Item the terms for withdrawal may differ (see Art. 8 TC) and we urge You to check such withdrawal terms. You will be provided information per Item on the applicable exception of the withdrawal terms, before placing an Order. Once You proceed with the order, You agree to and acknowledge the exception on Your right of withdrawal. For instance, some Products are non-refundable and/or non-returnable and will be labelled as such in the Webshop. Should You choose to purchase a non-refundable and/or non-returnable Item, by selecting such Item and proceeding to checkout, You have accepted the restriction of Your withdrawal right pertaining such Item.

2. Types of Items RALPH DOST offers:

1. Original Artworks: Artwork including but not limited to sculptures, paintings, editions;
2. Personalized Items: An exclusive Item customized to Customers preferences and individual choices;
3. Commissioned Artworks: An Artwork designed and made upon request of a Customer and according to the Customer's specifications;
4. Limited Editions: Limited Edition Items including but not limited to Artworks, clothing, will only be available for a limited period of time or until the batch has been sold;
5. Clothing.
6. Printed Materials: Books among others.

3. Availability

Even though We use Our best efforts to keep the information on the Website accurate and up-to-date, You acknowledge that the Website may not always reflect the current availability of the Items. Upon visiting the Studio, Customer will see an impression of previous Items produced by RALPH DOST. Customer understands that some Items may no longer be available for purchase. Both the Items displayed on the Website or in the Studio are merely an indication of Items RALPH DOST may be able to produce and/or offer for sale, however, Customer understands that the availability of an Item or the possibility to produce an Item must verified through RALPH DOST on an ad hoc basis.

RALPH DOST strives for continuous innovation and creativity and may as such test in the market a potential new Item. In the event a potential new Item does not receive sufficient potential Customer, RALPH DOST may choose not to take the Item into production and will as such not become available for purchase.

4. Description and Photos of the Items

The product page on the Website or images sent to the Customer of a desired Item, mentions the name, the available or estimated sizes and materials, edition, options, Purchase Price of an Item. We have endeavoured to make Photos which display the Items as accurately as possible. RALPH DOST makes handmade Items which means that any Items may have imperfections or variations from Photos provided to Customer or from the Items in the Studio. You agree and acknowledge that the Photos or Items displayed in the Studio provide merely an indication and are not intended to replace physical inspection. The colours, materials, frames of the physical Item may deviate from the Photos. The physical Item may show imperfections as can be expected from all hand-made Artworks and/or Products. As such, We do not guarantee that the Item purchased will be identical to the Photos or the Items displayed in the Studio. You acknowledge and agree that when purchasing via the Website the Photos or from the Studio and the physical Item delivered to Customer may differ from each other and You accept that the lack of physical inspection of the Item is solely Customer's risk.

If an Item has not been produced yet, the image provided to the Customer is merely a mock-up. Customer agrees and understands all Artworks and/or Products involve customization and manual work and as such, the final Item may differ from the mock-up.

You agree and acknowledge that such aforementioned deviations and/or imperfections of the final Item from any image provided to the Customer do not constitute non-conformity or that the Agreement may not be terminated on such grounds and/or Customer is not entitled to a compensation including but not limited to damages in this respect.

5. Essential information to be submitted by Customer to RALPH DOST.

If You are aware of any requirements and/or circumstances such as natural surroundings (extreme humidity, outside placement of the Artwork etc.) which may affect the Artwork You are interested in purchasing, You are obliged to inform RALPH DOST before ordering the Artwork. If such requirements and/or circumstances have not been communicated to RALPH DOST in a timely manner and the purchased Artwork is damaged, shows accelerated wear, discolouring or other defects, this is not considered a non-conformity. If the Customer wishes to repair the Artwork, RALPH DOST is entitled to charge applicable reparation and/or shipping fee(s).

4. PLACING AN ORDER, ACCEPTANCE AND CANCELLING AN ORDER

1. Placing an Order

RALPH DOST offers a range of Items for sale via among others the Website, in the Studio, in person to You. You may request an offer, amend and place an Order through email, telephone, via the Website or in the Studio. An offer made to You by RALPH DOST in the Studio or by phone or email, is valid for 5 business days unless otherwise confirmed by RALPH DOST. An offer made on the Website is valid as long as indicated on the Website. The offer will automatically lapse after the aforementioned period and RALPH DOST is not obliged to make a new offer on the same terms and conditions. If an offer is not followed up by Customer with an Order, no purchase option has been established for the Customer and RALPH DOST has no obligations towards Customer. An Order is merely a request to purchase an Item. Upon placement of the Order You have payment obligation which has to be fulfilled directly when purchasing via the Website or within 14 days if purchasing directly or in the Studio. If You do not fulfil Your payment obligation, RALPH DOST reserves the right to cancel Your Order. If Your Order was accepted, You will receive a written receipt of Your Order with a summary of the Order

and a description of the ordered Items. The Order will be delivered to You conform the Order Confirmation. The Sales Agreement between You and RALPH DOST has been established on the time and date as indicated in the Order Confirmation, which You will receive upon shipment of Your ordered Items. If You have an account on Our Website, You can review Your Order history online.

2. Purchase Price

RALPH DOST reserves the right to change the Purchase Price at all times. This will be communicated to the Customer. Requesting information pertaining the Purchase Price of an Item, does not establish a purchase option for the Customer for that particular Item. A sale is final once RALPH DOST has sent an Order Confirmation to You.

All Purchase Prices stated on the Order Confirmation included the original price of an Item, applied discount(s) and Value Added Tax ("B.T.W." or "VAT") if applicable. All transaction fees arising from payment services will be borne by Customer.

3. Amending Your Order for online purchases

Before placing an Order, Customer can change and correct the details of the desired Order at all times. Once You have selected Your desired Items, You can choose the quantity and any applicable options. You can review and correct if necessary, any Items added to your online shopping cart. When ordering customized or special Items, Customer is responsible providing all correct information such as sizing, colour options. Any errors in the provided information by Customer are solely Customer's liability. Always review Your shopping cart before proceeding to check-out. Once You click Place Order and Pay, Your Order is placed. You now have an obligation to pay the amount due as described in Your Order summary. After Your submission of the Order, RALPH DOST will process Your Order and if accepted, You will receive an Order Confirmation. The Sales Agreement between You and RALPH DOST has been established on the time and date as indicated in the Order Confirmation. The Order will be delivered to You conform the Order Confirmation.

4. Pre-registrations

For Limited Edition Items and potentially new Items, We may offer a pre-registration. Customer understands that pre-registration does not include the right to purchase the Limited Edition Item. RALPH DOST will randomly select the Customers who will be given the option to purchase the Limited Edition Item. Once selected, Customer will receive a down-payment link. If You haven't received a down-payment link, You will not be able to purchase the Limited Edition Product at this time but for another Limited Edition Product you can re-enter pre-registration.

If payment was required to reserve a slot, and you're not chosen, you will receive a full refund of the payment within 10 business days.

5. Refusal of an Order

If RALPH DOST is unable to accept Your Order for any reason or the Items in Your Order cannot be delivered as requested, We will notify You by email. RALPH DOST reserves the right to limit the gross value of an Order via the Website and to limit the maximum order quantity of Items per type. In case Your Order has been refused by RALPH DOST, You will not receive an Order Confirmation and no Sales Agreement between You and Us has been established.

6. Cancellation of the Order by Customer

1. When ordering from the Website, You may cancel Your Order as long as You did not receive an Order Confirmation. You will receive a full refund of the Purchase Price within 21 days into the Customer's bank account corresponding with bank account used to place the Order. In the event We cancel Your Order, You will receive a full refund of the Purchase Price and shipping costs charged to You within 10 days into the Customer's bank account corresponding with bank account used to place the Order.
2. For an in Studio purchase, it is not possible to cancel your Order, unless payment has not been made yet by Customer.
3. Customer is not allowed to cancel an Order for an Original Artwork once RALPH DOST has commenced production on such Original Artwork. Customer is obliged to purchase such Original Artwork.
4. You may also exercise your right of withdrawal within 14 days as instructed under Article 7 TC, unless any of the restrictions of Your withdrawal right applies.
5. RALPH DOST doesn't buy back any Artworks from Customers.

7. Cancellation of the Order by RALPH DOST

RALPH DOST may cancel Your Order in the event:

1. RALPH DOST detects an obvious and unmistakable error in the Purchase Price or description of the Item;
2. Your payment cannot be authorized;
3. RALPH DOST suspects fraudulent activity or suspects You are a professional buyer and You have not identified yourself as such before ordering;
4. The Item is unavailable, discontinued, out of stock; or
5. Customer was not eligible to Order according to these TC;
6. Any other event as reasonably determined at its sole discretion by RALPH DOST.

RALPH DOST will notify You by email in the event the Order has been cancelled by RALPH DOST.

5. PAYMENT, COSTS AND RETENTION OF OWNERSHIP

1. Payment Terms

1. RALPH DOST accepts the following methods of payment: iDeal, bank transfer, credit card, debit card, cash or PayPal but can make exceptions in an individual case at its own discretion. Payment details and instructions can be found on the invoice. All payments are processed by a third-party payment provider. Customer acknowledges that such a third party uses its own terms and conditions, privacy policy and other legal documents, which RALPH DOST does not control. Any charges pertaining payment methods are included in the total Purchase Price.
2. For in Studio purchases, the payment terms will be communicated with the Customer upon acceptance of the Order. For purchases via the Website, Customer is obliged to pay the amount due during the order process.
3. Customer agrees to receive electronic invoices.
4. In the event the (online) payment process cannot be completed for any reason whatsoever, the order process will be cancelled.
5. In the event of non-payment after the sale has been completed and Your Order has been confirmed, You are in default without further notice of default being required. RALPH

DOST reserves the right to involve a debt collector in the event of non-payment and to take further legal action.

2. Retention of ownership and title

1. Until full payment of the Purchase Price is received in the designated bank account by RALPH DOST, RALPH DOST remains the sole and legal owner, of the Items, regardless of whether or not the aforementioned Items are already in Your possession. Customer guarantees to take utmost care of Items which were not paid for fully and guarantees that such Items will be returned to RALPH DOST according to RALPH DOST 's return policy. In the event of termination of the Agreement the legal ownership of the Items immediately reverts to RALPH DOST.

3. Shipping Costs, Taxes and additional costs

1. Shipping costs for non-fragile Products will be separately mentioned before the Order is placed.
2. RALPH DOST reserves the right to charge additional costs for custom crates and/or shipping costs for fragile Items after the Order is placed. Customer will be informed with an estimate of such additional costs before RALPH DOST accepts and confirms the Order.
3. RALPH DOST is allowed to add taxes as an additional charge if required under the applicable law and Customer will be notified of such charges before the Order is confirmed.
4. Customer is solely responsible to pay any applicable import taxes when shipping outside the Netherlands. We advise You to check Your import laws and regulations before ordering from Us.

6. DELIVERY OF YOUR ORDER

PICK UP OR DELIVERY

1. Delivery times

1. From the Order Confirmation Date, RALPH DOST will normally need 5 or business days for delivery of non-fragile Items which are in stock.
2. For all fragile Items, all delivery times communicated by RALPH DOST to You are merely an indication. Considering the nature of the Item, such as Artworks, Customer agrees that the reasonable delivery time is determined by the production process and availability of materials. If the estimated delivery time cannot be met, RALPH DOST will notify You and determine a new delivery time in consultation with You. You agree and acknowledge that exceeding the estimated delivery time is not a ground for payment of damages to You or termination of the Sales Agreement by You.
3. Unless otherwise indicated, purchased Items will be delivered to the address mentioned in Your Order Confirmation.
4. For any personalized, customized, commissioned, framed, fragile Artworks and/or Products, Customer Service will contact You about the expected delivery time.
5. Once the Items have been handed to the shipping service, RALPH DOST will send Customer an email with a notification of dispatch and expected delivery time.

6. In the event the delivered Order as described in the Order Confirmation is not complete or incorrect, please immediately notify Customer Service and RALPH DOST will use its reasonable efforts to contact You within 48 hours to discuss the issue at hand.

2. Shipment methods and costs

1. RALPH DOST will ship all non-fragile Items with parcel posts and regular Dutch Post.nl tariffs will apply. RALPH DOST will communicate shipping costs before the Order is placed. All risk and responsibility for the Products transfers to Customer or an assigned third-party upon delivery of the Order to the Customer.
2. Customer is responsible for arranging shipment of fragile Items from the Studio to Customer's delivery address. Customer is obliged to adequately insure the Items during transport thereof. RALPH DOST will provide shipping instructions.
3. Upon request of Customer, (a) fragile Item (s) such as an Artwork can be shipped in a custom-made crate RALPH DOST will inform Customer before the Order is placed of the shipping costs and additional costs including but not limited to packaging of fragile Items. RALPH DOST may select the shipper and will adequately insure transport from the Studio to Customer's delivery address. RALPH DOST ships only ex works meaning – among others – that all risk and responsibility for the Items transfers to shipper upon shipment.

3. Pick up Fragile Items

1. Fragile Items can be collected at the Studio by the Customer or a professional shipper. Upon full payment of the Purchase Price, Customer Service will contact You to schedule an appointment to collect Your Purchased Items.
2. Upon pick-up at the Studio, You or designated recipient, must sign a pick-up document among others confirming the acceptance of the Items in its then known state. Upon signing the pick-up document, all risk and liability transfers to Customer. Customer guarantees to arrange adequate shipping and insurance corresponding to the value of the Item shipped.
3. Upon pick-up at the Studio by a professional shipper of customer's choice, a pick-up document must be signed. Upon signing the pick-up document, all risk and liability transfers to the shipper. Customer guarantees to arrange adequate shipping and insurance corresponding to the value of the Item shipped.

4. Damage during transportation

1. Shipment arranged by RALPH DOST: In the event that the purchased Items are damaged during transportation to the place of delivery due to a cause beyond RALPH DOST's control and not caused by RALPH DOST's negligence or omissions, Customer is allowed to return the shipment and will receive a refund or may choose, if possible, a replacement Item from a similar series of Items. In the event an Item is replaced, Customer service will inform You of the expected delivery time. Customer acknowledges that unique Items cannot be replaced with an identical Item.
2. Shipment arranged by Customer: In the event Customer arranges shipment of fragile Items, Shipment of fragile Items by a third party engaged by Customer is solely the responsibility and at the risk of Customer. In the event the purchased Items are damaged during transportation to the place of delivery, RALPH DOST is not obliged to wholly or partially refund, or replace an Item.

5. Installation of an Artwork

1. Upon request of the Customer, RALPH DOST will coordinate and arrange for the Installation of the Artwork. Customer understands and acknowledges that RALPH DOST is merely arranging Installation as a service to the Customer and is not responsible nor liable for any damages to Customer's Belongings except in the event of gross negligence and/or omissions by RALPH DOST in which case any damages payable will be limited to the Purchase Price of the Artwork.
2. Customer understands and acknowledges that Artist will not attend Installation unless explicitly indicated by the Artist and at his sole discretion.
3. If Customer arranges for installation of a fragile Item such as an Artwork, Customer is obliged to request installation instruction from RALPH DOST (see also Art. 6 sub b TC) and Customer is obliged to follow such installation instructions.

6. Warranty of Authenticity

1. Upon request, RALPH DOST will provide you with a Certificate of Authenticity signed by RALPH DOST. Please note, that RALPH DOST cannot warrant the authenticity of Artworks and/or Products purchases outside this Website and/ or through unauthorized galleries.

7. AFTER SALES

CARING FOR YOUR ARTWORK OR PRODUCT

You have purchased a valuable and fragile Artwork and we urge You to treat such Artwork with utmost care. Below We have listed a number of guidelines to consider in order to preserve Your Artwork. When in doubt, Please contact Our Customer Service. RALPH DOST may assume that Customer will use reasonable efforts and common knowledge to fill out any guidelines not explicitly mentioned below.

In the event You have not followed the below guidelines, You may lose the right to guarantee or right for repair. If the Artwork can be repaired, RALPH DOST is entitled to charge repair fees. Customer must be able to prove the below instructions were followed.

Handling and hanging the Artwork

- Make sure that Your hands are clean and preferably wear gloves.
- Check the framing before moving the Artwork and always carry the Artwork with both hands at either side of the frame.
- Customer is obliged to engage qualified personnel to execute the installation of the Artwork. Check the wall and find a flat solid stable surface.
- Use appropriate, durable and sturdy hardware to hang the Artwork.
- For heavy Artworks, use wall anchors, braces and double wires for stability and balance.
- Make sure that any wire, hooks, anchors do not touch the canvas or other exposed delicate areas.
- Periodically check the condition of the metals and other devices used to hang the Artwork.

Things to consider at all times

- Place the Artwork indoor only.
- Use utmost care when allowing children and/or pets around the Artwork.
- Weather and climate related circumstances which may influence Your Artwork.
- Don't hang or place the Artwork near a heat source.

- Don't hang or place the Artwork in an unstable place.
- Control the room's humidity and temperature.
- Don't hang or place the Artwork in direct sunlight.
- Avoid water damage to the Artwork at all times.
- Only dust off your Artwork with specialized soft cloths, do not use detergent or any cleaning agents or hard, metal, rough surfaces.

NON-CONFORMITY

1. Acceptance of the order

1. Upon pickup or delivery of the Items, You are obliged to immediately and fully inspect the delivered Items. Inspection shall mean to carefully establish whether the delivered Item(s) correspond(s) with Customer's Order Confirmation.
2. Should Your Order be incorrect or incomplete, please notify Us at Your earliest convenience and we will correct the Order within 5 business days, if the nature of the Order permits. For Artworks, We may need more time to correct an Order and We will contact You to discuss a possible solution.
3. Customer is not allowed to use or wear the Products such as books or clothing other than to perform an immediate inspection upon delivery of the Product. If a Product has been used or worn, RALPH DOST has the right to refuse a refund or a return of the Product.
4. In case Customer picks up an Artwork in the Studio, after inspection of the Artwork, both Customer and RALPH DOST will sign an acceptance form. Once Customer has accepted the Order, the Artwork is ready for transportation.
5. Upon delivery of an Artwork, Customer is not allowed to install and exhibit the Artwork(s) prior to full acceptance of the Artwork. The delivered Artwork will be considered fully accepted by the Customer if Customer Service has not received a written notification of non-conformity within 24 hours after delivery to You.
6. If the Artwork(s) reveal an acceptable error, Customer may accept the Artwork.
7. If the Artwork(s) reveals an unacceptable error, the Artwork will be replaced if reasonably possible considering the nature of an Artwork. Customer acknowledges and agrees that such replacement will not be an identical Artwork or the same number when it concerns a Limited Edition.
8. If Customer has not notified RALPH DOST of any defects, damages to the delivered Item within 24 hours, the Item will be considered accepted and RALPH DOST will assume that any damage to the Item originated while the Item was in Customer's care. As a result, Customer will be charged for any repair costs.

2. Detected non-conformity

1. In the event that the non-conformity becomes known to Customer within two (2) months from the detection of the deficiency. RALPH DOST may request a full description and photos of the defect or other evidence.
2. In the event of non-conformity of the Artwork and/or Product delivered by RALPH DOST to Customer, RALPH DOST will repair free of charge or replace the Artwork and/Product if reasonably possible. In the event considering the nature of the Items a repair or a replacement is not possible, Customer may request of full refund of the Purchase Price including originally charged shipping costs if Customer provides the original shipping cost receipt or RALPH DOST and Customer will use their best efforts to come to a reasonable solution. Customer is obliged to adequate insure Artwork(s) to be returned to RALPH DOST. RALPH DOST will reimburse insurance costs upon receipt of the insurance note.

3. Items which are deemed non-conform, must be immediately returned to RALPH DOST in compliance with Our Return Policy (see Art. 9 TC). Customer bears the risk during transportation of the returned Items to RALPH DOST. In the event the returned Items is/are damaged, incomplete, modified, show signs of improper use, discoloration or other defects, Customer will not be fully refunded the Purchase Price. Customer Service will in that case contact You to inform You about the remainder of the refund.

3. Non-conformity of parts provided by third parties

1. In the event part of an Item produced by a third party, RALPH DOST will assist Customer in providing a suitable but reasonable solution.

4. No non-conformity

1. In the event Customer creates a situation or does not follow instructions, or guidelines provided by RALPH DOST pertaining among others the shipment, installation or care of the Artwork, any damage arising thereof is not considered non-conformity.
2. Artworks are dynamic objects and will age naturally. Such aging process is not considered non-conformity.

RIGHT OF WITHDRAWAL

1. Right of Withdrawal

1. Online (Website, email, Whatsapp, telephone) Purchases: Starting from the date of delivery to Customer, Customer may within fourteen (14) days revoke the Agreement with RALPH DOST without giving reasons unless otherwise indicated for a particular Item.
2. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. Please follow the instructions in Art. 9 to return the Items to Us. Customer must, after revoking the Sales Agreement, return the complete Order to RALPH DOST at his own costs.
3. In person Purchases from the Studio: It is not possible to withdraw the purchase. RALPH DOST does not buy back Artworks.

Please note that when Items are bought from a third-party gallery, the terms and conditions of such third party will apply.

2. The Right of withdrawal does not apply to the following items:

- The following Items may not be returned under the right of withdrawal:
 - Personalised and/or signed Items;
 - Original Artworks which have produced upon request of the Customer;
 - Commissioned Items;
 - Sealed Items which were unsealed after delivery and unsuitable for return and re-sale to another Customer according to RALPH DOST;
 - Any other Items made to the consumer's specifications;
 - Non-refundable Items, which were labelled as such on the Website.

The above Items are non-returnable and non-refundable.

RETURN POLICY FOR ONLINE PURCHASES OR BY TELEPHONE

1. We can only accept returns from purchases made directly from RALPH DOST through Our Website. If you purchased an Artwork or Product from an external gallery, please contact Your gallery. If you purchased an Item from another third party, RALPH DOST is not obliged to honour your request for withdrawal.
2. Please send back the Items purchased including the box and all original packing no later than 14 days from the day on which your Sales Agreement was cancelled. Customer must be able to prove that the Items were returned within the applicable 14 day-period.
3. All returned Items must be adequately packed to avoid damage during transport.
4. If You are sending back fragile Items, please contact Customer Service to enquire about adequate insurance and packing instructions. Please note that Customer is responsible for the transport until RALPH DOST receives the returned Item in the Studio.
5. Please send returned Items to the following address that RALPH DOST has provided to You.
6. Customer must be able to provide written proof of shipment of the returned Items to RALPH DOST via a trustworthy carrier (e.g. track and trace, freight letters) and the costs thereof. If RALPH DOST has not received the returned Item, Customer must prove the Item was returned correctly and RALPH DOST, at its sole discretion, will determine the preferred course of action in such a case.
7. RALPH DOST reserves the right to charge repair costs if the returned Item has been damaged during the return transport.

EFFECTS OF WITHDRAWAL AND REFUND POLICY

1. Before RALPH DOST will consider a refund, all ordered Items need to be returned to RALPH DOST. If RALPH DOST deems the returned items intact, Customer will receive a full refund of the Purchase Price and the original shipping costs, and any applicable additional costs charged to Customer, if the Items have been returned to Us in their original condition meaning not showing any signs of damaged, incomplete, modified, show signs of improper use, discoloration or other defects.
2. The refund will be paid to the Customer's bank account corresponding with the bank account used to place the Order.
3. In the event the returned Item(s) have diminished in value or have been damaged, We may refuse or reduce a refund and/or reimbursement of shipping costs or charge repair costs.

GUARANTEE AND REPAIRS

1. Guarantee

- Considering that Items are properly used as intended by the Customer, Customer is granted a two (2) year warranty on Artworks and/or Products purchased.

2. Repair

1. In the event of negligence, wilful damage, lack of due care of the Items, discarding shipping and/or installation instructions, instructions of adequate equipment or personnel,

which causes damage to the Item(s) purchased, RALPH DOST may at its sole discretion, charge a fee for a repair of a damaged Item.

2. Customer agrees and acknowledges that in the event materials, techniques or other procedures required for a repair, are no longer available to RALPH DOST, repairs may not be possible.
3. For Items purchased on the secondary market, the Customer can request RALPH DOST for a fee quote for the required repair.
4. RALPH DOST may determine in its sole discretion whether an Artwork can be repaired and reserves the right to charge a market conform fee for repairs. If the Artwork can't be repaired, Customer must return and ship the Artwork to RALPH DOST. Customer will adequately pack and insure the Artwork for the same value of the Artwork shipped and will pay for shipment. At its sole discretion, RALPH DOST may reimburse shipping costs.
5. Customer acknowledges and agrees that a repair of a Limited Edition Artwork may result in replacement of the Artwork with another number in the series.
6. Any parts of an Artwork and/or Product including but not limited to frames, is supplied by third party supplier. RALPH DOST will offer You supplier's guarantee and repair policy.

8. INTELLECTUAL PROPERTY RIGHTS

1. Our rights

RALPH DOST is the sole owner of all Intellectual Property Rights including but not limited to trademark rights, copyright, neighbouring rights, industrial design, trade secrets, title and interest vested in all Artworks, Products, information or Content on the Website.

2. Your rights: sharing on Your Social Media

As You will understand We must protect our Intellectual Property Rights. You acknowledge and agree to respect RALPH DOST Intellectual Property Rights. You are granted a non-exclusive non-sublicensable License to access and browse the Website. We also know that You love to share images of the Artworks on Your personal Social Media Channels and You are allowed to do this but We would love You to tag us and use the hashtag #ralphdost or mention us.

3. Prohibited actions

You are strictly prohibited to publish and/or to reproduce including but not limited to the following actions: to modify, duplicate, publish, adapt, copy, sell, offer, make available, replicate, plagiarize, reproduce, in any form, decompile, or otherwise extract Content and/or source code from the Website, the Products and/or the Artworks. You agree to fully hold harmless and fully indemnify RALPH DOST and/or the Artist as defined in Art. 13 of these Terms and Conditions.

4. Press request

If You wish to use any Content of the Website in a press article, blog item about the Artist and/or RALPH DOST, please contact Customer Service. You agree to comply with the requested manner of crediting the Artist and copyright owner(s) of the relevant Content.

9. INDEMNIFICATION AND LIABILITY WEBSITE

1. Indemnification

1. You agree to fully indemnify and fully hold harmless RALPH DOST and/or the Artist, its affiliates and their employees and agents, representatives form and against any and all claims, fines, losses, liabilities, penalties and other expenses, including attorney's fees, arising out of the use or misuse of the Website by your or through your account, access to the Website's content, violation of these Terms and Conditions, or infringement of (third-party's) rights, unlawful acts, in connections with this Agreement or the Sales Agreement, reserving RALPH DOST the right to request compensation for damages and to take legal action. This indemnity agreement will survive termination of the Agreement or Sales Agreement.

3. Force Majeure

- RALPH DOST shall not be liable for any breach of its obligations under this Agreement and/or Sales Agreement, which arises as a direct result of any event of Force Majeure. If an event of Force Majeure continues for a period of three (3) months or more, You may immediately terminate Your Agreement and/or Sales Agreement by giving written notice as soon as possible to info@ralphdost.com.

10. NOTICES

1. Any notice or other formal communication to be given under this Agreement shall be, in order to be effective, in writing (which may include e-mail), signed by You, and may be served by leaving it or sending it to:

- Het Schar 104, 8332 CT, Steenwijk, The Netherlands
- Email: info@ralphdost.com

2. Any notice or other formal communication sent via the methods indicated below are considered to have been received by the addressees at the following moments, if sent by:

1. registered letter: on the date stated on the proof of receipt;
2. courier: at the moment of issue to the addressee by the courier; and
3. email of which the receipt is automatically confirmed: on the date on which the confirmation has been sent.

11. DISPUTES

Dutch law exclusively applies to agreements between RALPH DOST and Customer whereupon these general terms and conditions (TC), our Sales Agreement and the provision of our Services are related to.

If both parties cannot come up to a solution then the Customer has the possibility to let his complaint be handled by Stichting GeschilOnline. (GeschilOnline.nl Foundation) The ruling of this foundation is binding and both the consumer and the entrepreneur accept this binding ruling.

If you have any questions, please contact us.