

# 箱舟

**THE ARK OF  
General Terms**

## Article 1 Definitions

In these general terms, unless explicitly stated otherwise or the context states otherwise, the following definitions apply:

1. **Entrepreneur:** the natural or legal person who may or may not purchase products and / or services, whether or not remotely, see article 2 for identity;
2. **Consumer:** any natural or legal person on behalf of whom THE ARK OF supplies products and / or performs services, or with whom THE ARK OF enters into an agreement, whether or not at a distance, or with whom THE ARK OF is in discussion or negotiation about the conclusion of an agreement;
3. **Agreement:** any agreement that is concluded between THE ARK OF and the consumer, any amendment or addition thereto, as well as (legal) acts in preparation for and for the implementation of that agreement;
4. **Distance contract:** an agreement whereby, in the context of a system organized by THE ARK OF for the distance sale of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
5. **Product:** the item and / or service that is the subject of the agreement;
6. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and THE ARK OF having come together in the same room at the same time;
7. **Reflection period:** the period within which the consumer can make use of his right of withdrawal, applicable to a distance contract;
8. **Right of withdrawal:** the option for the consumer to cancel the distance contract within the cooling-off period;
9. **Day:** calendar day;
10. **Durations transaction:** an agreement, whether or not at a distance, with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;
11. **Durable medium:** any means that enables the consumer or THE ARK OF to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information;
12. **Website:** the website [www.thearkof.art](http://www.thearkof.art).

## Article 2 – Identity of the entrepreneur

Noah van Klaveren trading under THE ARK OF

Nieuwe Parklaan 88

2587 BV Den Haag

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E-mail address: noah@thearkof.art

Chamber of Commerce number: 27278738

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### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer, quotation and agreement, whether or not at a distance, between THE ARK OF and the consumer to which THE ARK OF has declared these general terms and conditions applicable, insofar as the parties have not deviated from these general terms and conditions expressly and in writing.
2. These general terms and conditions also apply to all agreements with THE ARK OF, for the implementation of which third parties must be involved.
3. Before the contract is concluded remotely or otherwise, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at (the website of) THE ARK OF and that they will be sent free of charge as soon as possible at the request of the consumer.
4. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that they can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
5. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that is most favorable to him.
6. Any deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing or electronically (by e-mail).
7. The applicability of any purchase or other conditions of the consumer are explicitly rejected.
8. If one or more of the provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. THE ARK OF and the consumer will then enter into consultation in order to agree on new provisions to replace the invalid or nullified provisions, whereby if and as far as possible the purpose and scope of the original provision are taken into account.

#### **Article 4 - The offer**

1. If an offer or quotation has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If THE ARK OF uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind THE ARK OF.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:
  - the price including taxes;
  - the possible costs of delivery;
  - the way in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery or performance of the agreement;
  - the term for accepting the offer, or the term for adhering to the price;
  - the codes of conduct to which THE ARK OF is subject and the way in which the consumer can consult these codes of conduct electronically; and
  - the minimum duration of the distance contract in the case of an agreement that extends to the continuous or periodic delivery of products or services.
4. All images, drawings, data, concerning dimensions, colors, etc., of the products offered included on the website, in folders or in other publications, are only approximate and cannot give rise to compensation and / or dissolution.
5. If an assignment is quoted on the basis of subsequent costing, the quoted prices only serve as a guide price, the costs actually incurred by THE ARK OF will be passed on.
6. THE ARK OF is not bound by its offer if there are printing, typesetting or programming errors in its catalogs, mailings or on the website.
7. If the acceptance deviates (on minor points) from the offer included in the quotation, THE ARK OF is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance.
8. A composite quotation does not oblige THE ARK OF to perform part of the assignment against a corresponding part of the stated price.
9. Offers or quotations do not automatically apply to future assignments.
10. THE ARK OF has the right not to accept orders or assignments without giving reasons.

## Artikel 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, THE ARK OF will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, THE ARK OF will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, THE ARK OF will observe appropriate security measures.
4. THE ARK OF can - within legal frameworks - inform itself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If THE ARK OF, on the basis of this investigation, has good reasons not to enter into the agreement, it is entitled to refuse an order or request or to attach special conditions to the execution.
5. THE ARK OF will send the following information with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
  - a. the information about existing service after purchase and guarantees, if applicable and unless THE ARK OF has already provided this information to the consumer before the execution of the agreement;
  - b. the information included in article 4 paragraph 3 of these terms and conditions, unless THE ARK OF has already provided this information to the consumer before the execution of the agreement;
  - c. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. If THE ARK OF has undertaken to deliver a series of products or services, the provision in the previous paragraph only applies to the first delivery.
7. All obligations of THE ARK OF arising from an agreement, relating to a service, are best efforts obligations.
8. THE ARK OF will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art at that time.
9. If and insofar as required for the proper execution of the agreement, THE ARK OF has the right to have certain activities performed by third parties.
10. If work is carried out by THE ARK OF or third parties engaged by THE ARK OF in the context of the assignment at the location of the consumer or a location designated by the consumer, the consumer shall provide the facilities reasonably desired by those employees free of charge.
11. The consumer indemnifies THE ARK OF against any claims from third parties who suffer damage in connection with the implementation of the agreement and which is attributable to the consumer.

## **Artikel 6 - Courses and training**

6.1 If the agreement consists of THE ARK OF providing a course and / or training to the consumer, the provisions of this article apply in particular.

6.2 THE ARK OF does not provide a medical service provider. THE ARK OF cannot therefore assess the consequences of the agreement for the health of the consumer.

6.3 THE ARK OF does not offer an alternative to consulting a doctor and / or following a specific medical treatment.

6.4 If the course and / or training is given in an environment to be determined by the consumer, the consumer will ensure that all data, equipment or spaces, of which THE ARK OF indicates that they are necessary or of which the consumer should reasonably understand necessary for the execution of the agreement, are available in a timely manner. If this is not done on time or not in accordance with the agreements, THE ARK OF has the right to suspend the execution of the agreement and / or to charge the additional costs resulting from the delay to the consumer according to the usual rates.

6.5 The data and information that the consumer provides to THE ARK OF must be complete and contain no inaccuracies and / or untruths. This means that the consumer must honestly inform THE ARK OF about his mental and physical condition, sports background, any injuries, (congenital) abnormalities, incorrect posture, lifestyle, use of medication and other stress factors that may be important in the execution of the agreement. The consumer ensures that in the event of changes to the data, THE ARK OF is immediately and clearly informed. The data and information provided will be treated confidentially and will not be disclosed to third parties, insofar as these third parties are not involved in the implementation of the agreement.

6.6 The consumer must discontinue the training and / or course in the event of flu, sudden dizziness or other complaints of any kind and consult a doctor if necessary.

6.7 The consumer accepts that the time schedule of the training and / or course can be changed if circumstances beyond the control of THE ARK OF, including weather conditions, make this necessary.

6.8 THE ARK OF does not accept any liability for damage of physical or mental or of any nature whatsoever related to the execution of a training and / or course.

## **Artikel 7 - Amendments to the agreement**

7.1 If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.

7.2 If the change or addition to the agreement will have financial or other consequences, THE ARK OF will inform the consumer in advance.

7.3 Contrary to paragraph 2 of this article, THE ARK OF will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to THE ARK OF.

## **Artikel 8a - Right of withdrawal upon delivery of products**

8a.1 When purchasing products, the consumer has the option to dissolve the contract without giving any reason within seven working days. This period starts on the day after receipt of the product by or on behalf of the consumer.

8a.2 During this period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to THE ARK OF, in accordance with the reasonable and clear instructions provided by THE ARK OF.

## **Artikel 8b - Right of withdrawal upon delivery of services**

8b.1 When providing services, the consumer has the option to dissolve the agreement without giving any reason within seven working days, starting on the day of entering into the agreement.

8b.2 To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by THE ARK OF with the offer and / or at the latest upon delivery.

## **Artikel 9 - Costs in case of withdrawal**

9.1 If the consumer makes use of his right of withdrawal, the costs of return will not exceed the cost of the return.

9.2 If the consumer has paid an amount, THE ARK OF will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

## **Artikel 10 - Exclusion of right of withdrawal**

10.1 If the consumer does not have a right of withdrawal, this can only be excluded by THE ARK OF if THE ARK OF has stated this clearly in the offer, at least in time for the conclusion of the agreement.

10.2 Exclusion of the right of withdrawal is only possible for products:

- a) that have been created by THE ARK OF in accordance with the consumer's specifications;
- b) that are clearly personal in nature;
- c) that cannot be returned due to their nature;
- d) that can spoil or age quickly;
- e) whose price depends on fluctuations in the financial market on which THE ARK OF has no influence;
- f) for individual newspapers and magazines;
- g) for audio and video recordings and computer software of which the consumer has broken the seal.

10.3 Exclusion of the right of withdrawal is only possible for services:

- a) concerning accommodation, transport, restaurant business or leisure activities to be carried out on a specific date or during a specific period;
- b) the delivery of which commenced with the express consent of the consumer before the reflection period has expired;
- c) concerning betting and lotteries.

## **Artikel 11 - The price**

11.1 During the period of validity stated in the offer, the prices of the products and / or services offered will not be increased, except for price changes due to changes in VAT rates.

11.2 Contrary to the previous paragraph, THE ARK OF can offer products or services whose prices are subject to fluctuations in the financial market and over which THE ARK OF has no influence, at variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.



11.3 Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

11.4 Price increases from 3 months after the conclusion of the agreement are only permitted if THE ARK OF has stipulated this and:

a) they are the result of statutory regulations or provisions; or

b) the consumer has the authority to cancel the contract on the day on which the price increase takes effect.

11.5 The prices stated in the offer of products or services include VAT.

11.6 The payment will be made in accordance with the applicable rate of THE ARK OF, plus costs incurred by third parties.

11.7 Changes in the rates are announced to the consumer by THE ARK OF at least 2 months in advance. The latter is entitled to terminate the agreement from the moment the adjusted rates come into effect.

## **Artikel 12 - Conformity and warranty**

12.1 THE ARK OF guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations.

12.2 An arrangement offered by THE ARK OF, manufacturer or importer as a guarantee does not affect the rights and claims that the consumer can assert against THE ARK OF with regard to a shortcoming in the fulfillment of the obligations of THE ARK OF towards THE ARK OF on the basis of the law and / or the distance contract.

## **Artikel 13 - Delivery and execution**

13.1 THE ARK OF will take the greatest possible care when receiving and implementing orders for products and when assessing requests for the provision of services.

13.2 The place of delivery is the address that the consumer makes known to THE ARK OF.

13.3 With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously, but no later than 30 days, unless a longer delivery period has been agreed. If delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than one month after placing the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.

13.4 In case of dissolution in accordance with the previous paragraph, THE ARK OF will refund the amount that the consumer has paid as soon as possible, but no later than 30 days after dissolution.

13.5 If delivery of an ordered product proves impossible, THE ARK OF will endeavor to provide a replacement item. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of return shipment are at the expense of THE ARK OF.

13.6 The risk of damage and / or loss of products rests with THE ARK OF until the moment of delivery to the consumer, unless explicitly agreed otherwise.

13.7 As soon as the products to be delivered have been delivered to the consumer at the place of destination, the risk with regard to these products transfers to the consumer.

13.8 The delivery times stated by THE ARK OF are not to be regarded as deadlines.

13.9 The delivery times stated by THE ARK OF start from the moment the order is confirmed.

13.10 In the event that any delivery term confirmed by it is exceeded, THE ARK OF can only be blamed for this insofar as such an excess can be attributed to it.

13.11 If the consumer orders multiple products, it may be that it will be delivered in more than one delivery.

#### **Artikel 14 - Duration transactions**

14.1 The consumer can terminate an agreement that has been entered into for an indefinite period at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.

14.2 A fixed-term agreement has a maximum term of two years. If it has been agreed that the distance contract will be extended if the consumer remains silent, the contract will be continued as an indefinite contract and the notice period after continuation of the contract will be a maximum of one month.

#### **Artikel 15 - Payment**

15.1 Unless otherwise agreed, the amounts owed by the consumer must be paid within fourteen days after delivery of the good or, in the case of an agreement to provide a service, within 14 days after delivery of the documents relating to this agreement.

15.2 When advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the order or service (s) before the stipulated advance payment has been made.

15.3 The consumer has the duty to report inaccuracies in provided or stated payment details to THE ARK OF without delay.

15.4 In case of non-payment of the consumer, THE ARK OF has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

15.5 If a consumer participates in a training and / or course and does not have a subscription, payment must be made in cash at the start.

15.6 Payment of invoices must be made within 30 days after the invoice date, in a manner to be indicated by THE ARK OF in the currency in which the invoice is made. Objections to the amount of the invoices do not suspend the payment obligation.

15.7 If the consumer fails to pay within the 30-day period, the consumer is in default. The consumer then owes statutory interest. The interest on the due amount will be calculated from the moment the consumer is in default until the moment the full amount is paid. If the consumer fails to pay the claim after a reminder and notice of default, THE ARK OF can hand over the claim, in which case the consumer, in addition to the total amount owed and the statutory interest, is also obliged to pay all judicial and extrajudicial costs.

15.8 In the event of liquidation, bankruptcy, seizure or suspension of payment of the consumer, the claims of THE ARK OF on the consumer are immediately due and payable.

## **Artikel 16 - Cancellation**

16.1 Cancellation of a nomination or private training and / or course by the consumer is only possible in writing or electronically.

16.2 Unless explicitly agreed otherwise, the consumer can cancel free of charge in the event of cancellation up to 5 days before the start of a presentation or private training and / or course. In case of cancellation within 5 days before the start of the nomination or private training and / or course, THE ARK OF can charge 50% of the agreed invoice amount to the consumer as cancellation costs.

## **Artikel 17 - Termination and suspension**

17.1. THE ARK OF is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if:

- a. the consumer does not or not fully fulfill the obligations under the agreement;
- b. after the conclusion of the agreement THE ARK OF becomes aware of circumstances that give good reason to fear that the consumer will not fulfill his obligations. If there is good reason to fear that the consumer will only partially or improperly fulfill his obligations, the suspension is only permitted insofar as the shortcoming justifies it;
- c. the consumer was asked to furnish security for the fulfillment of his obligations under the agreement when the contract was concluded and this security is not provided or is insufficient.

17.2 Furthermore, THE ARK OF is authorized to dissolve the agreement or have it dissolved if circumstances arise of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances of this nature arise in some other way are that unaltered maintenance of the agreement cannot reasonably be expected.

## **Artikel 18 - Liability**

18.1 THE ARK OF is not liable for damage, of whatever nature, because THE ARK OF has based on incorrect and / or incomplete information provided by the consumer, unless THE ARK OF should have known this inaccuracy or incompleteness.

18.2 Under no circumstances is THE ARK OF liable for damage that has arisen or caused because the consumer has used the delivered product for a purpose other than that for which it was purchased or for which it is intended.

18.3 THE ARK OF is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.

18.4 If THE ARK OF is liable for direct damage, that liability is limited to a maximum of the invoice amount, at least that part of the assignment to which the liability relates. The liability is at all times limited to a maximum of the amount of the payment to be made by the insurer of THE ARK OF in the appropriate case.

18.5 The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence on the part of THE ARK OF or its subordinates.

## **Artikel 19 - Force majeure**

19.1 The parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that cannot be attributed to fault, and is not accountable for by law, a legal act or generally accepted beliefs.

19.2 Insofar as THE ARK OF at the time of the commencement of force majeure has meanwhile partially fulfilled its obligations under the agreement or will be able to fulfill

them, and the part that has been fulfilled or to be fulfilled respectively has independent value, THE ARK OF is entitled to comply with or come to be declared separately. The consumer is obliged to pay this invoice as if it were a separate agreement.

## **Artikel 20 - Confidentiality**

20.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.

20.2 If, on the basis of a legal provision or a court decision, THE ARK OF is obliged to also provide confidential information to third parties designated by law or the competent court, and THE ARK OF cannot rely on a legal or authorized judge recognized or permitted right of refusal, then THE ARK OF is not obliged to pay compensation or compensation and the consumer is not entitled to dissolve the agreement on the basis of any damage caused by this.

## **Artikel 21 – Complaints procedure and prescription**

21.1 Complaints about the work performed by THE ARK OF must be notified in writing to THE ARK OF by the consumer within 2 months after completion of the work, failing which the possibility to submit a complaint will lapse.

21.2 The consumer is obliged to check the delivered products without delay and to report defects within a reasonable time. If the consumer is a natural person, the notification is timely within 2 months after the discovery of the defect. Complaints can be reported in writing or electronically to:

THE ARK OF

Nieuwe Parklaan 88

2587 BV Den Haag

e-mail: [noah@thearkof.art](mailto:noah@thearkof.art)

21.3 All liability towards THE ARK OF that has not been submitted to THE ARK OF in writing within 2 years after their creation will lapse due to prescription.

21.4 Complaints submitted to THE ARK OF will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, THE ARK OF will reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.

## **Artikel 22 - Intellectual property**

22.1 All documents provided by THE ARK OF, such as models, texts, reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the consumer and may not be reproduced by him without the prior consent of THE ARK OF, made public or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise.

22.2 THE ARK OF reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

22.3 Without the prior permission of THE ARK OF it is not allowed to make images and / or sound recordings of a presentation, training and / or course.

## **Artikel 23 - Samples and models**

If a sample or model has been shown or provided to the consumer, it is presumed to have been provided only as an indication, unless it is expressly agreed that the product to be delivered will correspond with it.

## **Artikel 24 - Final provisions**

24.1 THE ARK OF reserves the right to change the general terms and conditions. THE ARK OF will announce the change in a timely manner and the changes take effect 30 days after written notification.

24.2 The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

24.3 Dutch law applies to every agreement between THE ARK OF and the consumer.