

Terms & Conditions

Conditions Of Use

The following Terms and Conditions apply to all orders placed via the Dowel Art website and through email.

Welcome to the Dowel Art website terms and conditions for use. Please read them through carefully before using the website. They do not affect your statutory rights. Your continued use of this website constitutes your agreement to be bound by these terms and conditions which shall also govern all transactions on the website to the exclusion of any other terms and conditions.

Information about us

Dowel Art is a trade name and trade mark of 7 Colors Multimedia B.V. (Chamber of commerce number: 30185155, reachable at www.kvk.nl), and all terms and conditions set out here are applicable to the transactions and business activities of Dowel Art.

You can contact us by sending an email to info@dowelart.com or writing to us at Hooghiemstraplein 73, 3514 AX Utrecht, The Netherlands.

Dowel Art (we, or us) reserves the right to change these terms and conditions from time to time without notice to you and any changes will take effect on the day they are posted. Any such changes will be posted on this section of the website and your continued use of the website constitutes your agreement to be bound by the prevailing terms and conditions. We encourage you to review them whenever you use this website to ensure that you are familiar with the latest terms and conditions. We also recommend to all our customers to print and retain a copy of the terms and conditions for future reference.

Before you place an order, if you have any questions relating to these terms and conditions please contact a member of our team by e-mail: info@dowelart.com

1. General

1.1 The customer's attention is drawn to these terms and conditions of business. All orders placed with the company via the website or email are subject to these terms and conditions at all times.

1.2 Nothing in these terms and conditions shall affect the statutory rights of a consumer.

2. Definitions

- the company shall mean Dowel Art.
- the customer shall mean any person or persons, firm, business, partnership, company or other organisation by whom or on whose behalf an order is placed for the company to supply the goods.
- the goods shall mean any goods, item, or items supplied by the company to the customer following a contract having been entered into between the company and the customer. This shall include, where appropriate, all replacements thereof and additions thereto.
- the premises shall mean the delivery location address as nominated by the customer and advised to the company at the time an order is placed by the customer with the company. The company will only deliver to and enter into a contract with a customer where the premises are in Europe.
- the price shall mean the price for the goods as detailed on the website.
- force majeure shall mean an event which occurs outside the company's control.
- company's literature shall mean any document (whether in print or electronically produced) as prepared

from time to time by the company, and including, but not limited to, catalogues, pricelists, and brochures.
- website shall mean the website of the company being the website address www.dowelart.com.

3. General

3.1 The price detailed on the website or in the company's literature provided by and/or supplied by the company shall be valid until such time as the price shall be amended or varied either by a change to the website or by publication of new or amended company's literature.

3.2 Notwithstanding and without prejudice to clause 3.1 above, the company reserves the right to amend any price for any goods at any time, including at the time of order at the company's sole discretion and without being responsible for any form of loss.

3.3 All prices detailed on the website or in the company's literature are exclusive of delivery. Delivery costs will be added on before confirmation of payment and clearly displayed before payment is made.

3.4 The company reserves the right to withdraw any of the goods for sale at any point (whether before or after contract) at the company's sole discretion and without being responsible for any form of loss.

3.5 Where any variation to a contract is subsequently agreed by the company, the company reserves the right to amend the price and/or the contract accordingly.

3.6 Any typographical or clerical error or omission on the website or in any quotation, order, acceptance, invoice, or the company's literature issued by the company shall be subject to correction without any liability on the part of the company at whatever time and whenever such a correction shall be necessary.

3.7 Whilst the company shall endeavour to ensure that the details on the website or in the company's literature are accurate, at all times, all drawings, specifications, photographs, colours, weights, and information detailed in the company's literature or the website or elsewhere relating to the goods are approximate only and do not form part of the contract. The company shall not be held responsible for any variation of the same nor have any liability in respect thereof.

4. Contract

4.1 These terms and conditions shall apply to every contract made via the website or email. The company shall not be bound by any terms and conditions which may be inconsistent with these terms and conditions.

4.2 A contract shall exist when an order has been placed by or on behalf of the customer via the website or email to the company and payment of the price has been made in full. The company will not enter into any contract nor be bound by any purported contract where delivery of the goods is to premises outside Europe.

4.3 In the event that after the placing of an order, the customer shall request a modification, amendment, or variation of the contract, then any such request shall be deemed to be an amendment to the contract and shall not constitute a new contract.

4.4 The customer may not cancel a contract unless the company agrees this in writing and then only upon the terms that the customer shall indemnify the company in full against all costs, claims, actions, damages, charges and expenses incurred by the company as a direct or indirect result of the cancellation. Once goods have been ordered no orders may be cancelled if you have seen them cheaper elsewhere. It is the sole responsibility of the buyer to ensure they have ordered the correct size products. Goods may not be returned and orders cannot be cancelled due to a customer selecting wrong size products.

5. Delivery

5.1 In consideration of the payment of the price by the customer to the company, the company shall deliver the goods to the customer wherever possible on a date to be notified, and, wherever possible, agreed with the customer.

5.2 The company shall endeavour to make delivery of the goods within 60 days of the date of the contract. However, the company shall not be liable for any penalty, loss, injury, damage, or expense arising from any delay or failure in delivery or performance of the contract from any cause at all, nor shall any such delay or

failure entitle the customer to refuse to accept any delivery under the contract, performance of the contract, or to repudiate the contract. We offer no compensation for failure to deliver within any given time scale. We do not deliver at all on Sundays or public holidays. If you miss the delivery of your order, you may incur a re-delivery charge as we have met our original delivery obligation with our first attempted delivery. All delivery times quoted on the product pages and on our web site are estimated delivery times only and cannot be guaranteed.

5.3 All dates quoted or provided by the company for the delivery are approximate only and although the company shall use its best endeavours to supply the goods within the time scale of 10 days, or any other timescale notified by the company to the customer, time shall never and not be of the essence at any point. The company shall not incur any liability whatsoever for failure to supply or deliver goods by any given or such date or dates.

5.4 Delivery of the goods shall be effected by the company arranging transportation of the goods to the customer's premises. Subject to clause 6.2 the costs of the transportation and carriage shall be met in full by the company.

5.5 The company may at the company's sole discretion subcontract the performance of the delivery in whole or in part. The choice of carrier in order to effect delivery shall at all times be the company's and the customer shall raise no requisition in relation to the same.

5.6 Delivery of the goods may take place separately and on a piecemeal basis.

5.7 The customer warrants in entering into the contract to ensure that adequate access is available to the premises to enable the company to deliver the goods and in the event it is not, the company shall be at liberty to deliver the goods to the closest point of accessibility which shall be determined by the company, employees, servants or agents at their sole discretion and the customer shall raise no objection or requisition thereto. Our deliveries are made by national carriers unless otherwise stated. All deliveries will be made to your doorstep (should you live in a block of flats then delivery will be made to the first door of the building). Delivery does not include set-up. Our national carriers may, as a gesture, offer to carry the goods into the customers property but in doing so they cannot be held liable for any damages/injury/loss to any persons/property or goods.

5.8 The customer shall carefully examine the goods upon delivery and shall notify the company of any shortages or defects reasonably discoverable upon careful examination. It is the responsibility of the buyer to ensure that goods are confirmed to be undamaged and correct in terms of size, colour and any other permutation before signing as received. Notification shall be made in writing and must be received by the company within 48 hours, commencing with the date of delivery. In the absence of such notification, the company excludes all liability in respect of any defects or shortages. Any goods which the customer believes are damaged or defective must be retained together with the packaging for inspection by or on behalf of the company.

5.9 If the company shall be satisfied that the goods are satisfactory and are as detailed in the contract, and are not damaged or defective then the contract shall be deemed to have been fulfilled insofar as the company's obligations under the contract are concerned.

6. Price

6.1 The customer agrees to pay the price to the company.

6.2 Should the company be prevented from adhering to the delivery date by the customer's postponement or delays (of whatever nature and howsoever arising) then the company reserves the right to amend the price to reflect any extra costs incurred to the company thereby. In particular, in the event that the company is unable to effect delivery on the date notified to the customer, as a result of the customer not making necessary arrangements to enable the delivery to be properly effected, and as such a different date for delivery has to be made, the delivery cost will be levied to the customer and added to the contract price. Should the order be cancelled the customer will be liable for the full delivery costs incurred.

6.3 All prices quoted on the website or in the company's literature are inclusive of value added tax but, where applicable (international), exclusive of any substitute taxes, levies, duties, imports, fees, or charges whatsoever and howsoever payable.

6.4 All invoices shall be issued by the company to the customer upon receipt of order.

7. Payment

7.1 In consideration of the supply of goods by the company to the customer the customer shall pay the company the price.

7.2 Payment for the goods shall be due from the customer in full at the time of order. A contract shall only exist when payment has been made in full. We reserve the right to refuse to supply to individuals whose credentials cannot be verified, We will use discretion in these matters and will not authorize payment or supply unless we are completely satisfied that the order is legitimate.

7.3 Payment shall be made via the website or through the customers bank account.

7.4 In the event of any late payment whatsoever, the company shall be entitled to charge interest on any balance due at the rate of 4% over Barclays Bank plc bank base rate the interest being calculated from the date that the payment fell due until the date of payment in full, plus interest.

7.5 The customer shall reimburse the company all costs and expenses (including, but not limited to, legal costs) incurred in the collection of any overdue amount.

8. Risk and Retention of Title

8.1 The risk in the goods shall pass to the customer immediately upon delivery.

8.2 Notwithstanding clause 8.1, the company shall retain title and ownership in the goods until the price and all other sums outstanding and owing by the customer to the company are paid in full.

9. Quality of Goods

9.1 The company hereby undertakes and warrants to the customer that all goods supplied will be of the requisite quality and fitness for purpose in line with the appropriate statutory legislation.

9.2 The customer's attention is drawn to the fact that (as appropriate) the goods supplied may be natural products. In particular solid wood, leather, and velvet goods may be subject to changes in colour due to their natural properties, including variations in colour. Painted goods may experience colouration differences. The company will not be held liable for any such variation in the goods which is due to the natural properties of the goods or colouration differences and the customer shall not regard the same as a breach of contract.

10. Warranty

10.1 In lieu of all warranties, conditions, or liabilities imposed by law, the company's sole liability in respect of any defect in or failure of the goods supplied or for any loss, injury, or damage attributable thereto is limited to making good by replacement or repaired defects which under proper use appear therein and arise solely from defective design, workmanship, or faulty materials within a period of 12 months from the date of purchase.

10.2 The company will only accept liability under clause 10.1 above provided it is notified in writing within 7 working days of any such defect or failure becoming apparent to the customer and the defective goods being retained by the customer for the inspection by the company.

10.3 In respect of all goods supplied, the company shall not be liable for any defect in or failure of goods as a result of misuse by the customer or any third party, due lack of care, or lack of general maintenance. The warranty does not cover, accidental damage, modifications to, failure(s) not due to manufacturing defect(s), when any warranty void sticker has been tampered with, failure to comply with the original manufacturer's conditions of intended use, any accessories supplied. We cannot be held responsible for any costs arising from unauthorised repairs to equipment during the warranty period. Only Dowel Art or the manufacturer or

their authorised service agents can carry out any warranty work. Any unauthorised repairs or repair attempts will void the warranty.

11. Liability

11.1 The company shall only be liable as stated in clause 10 above. This clause is in lieu of all conditions, warranties, and statements of whatever nature in respect of the contract whether express or implied by statute, trade, custom, or otherwise and any such condition, warranty, or statement is hereby excluded. At all times the customer's statutory rights as a consumer are not affected.

11.2 Without prejudice to the foregoing, the company's liability for any loss or damage sustained by the customer as a direct result of any breach of the contract or any liability whatsoever of the company (including negligence) in respect of the performance of the contract shall be limited to payment of damages not exceeding the invoice value of the contract.

11.3 The company will not be liable for the following loss or damage which shall or may arise out of or in connection with any failure or defect of or in any part of the goods (including any delay in supplying or any failure to supply the goods in accordance with the contract or at all) or its use by the customer or howsoever caused (even if foreseeable or in the company's contemplation) including, but not limited to, loss of profit, special, indirect, or consequential loss or damage (whether sustained by the customer or any third party), any loss arising from any claim made against the customer or any third party, any loss arising from any claim made against the customer by any third party, and any personal injury to the customer or any other person or individual where such injuries are not caused by the company's negligence.

12. Force Majeure

12.1 The company shall be entitled, without liability on its part, and without prejudice to its other rights, to terminate the contract or any unfulfilled part there, or, at its option, to suspend or give partial performance under it, if performance by the company or its suppliers is prevented, hindered, or delayed whether directly or indirectly by any reason or any cause whatsoever beyond the company's or its supplier's reasonable control, whether or not such cause existed on the date when the contract was made.

13. Intellectual Property

13.1 The company shall have and shall retain the property, copyright, and all other intellectual or industrial property rights in any drawings, designs, plans, proofs, models, prototypes, catalogues, brochures and literature.

13.2 The customer shall indemnify the company from all actions, costs, claims, demands, expenses and liabilities whatsoever arising from any actual or alleged infringement brought in connection with clause 13.1 above.

14. Termination

14.1 In the event of any payment due by the customer to the company not being paid on the due date, or in the event of the customer becoming insolvent or bankrupt or a petition being presented on a resolution being passed for the liquidation (otherwise for the purpose of amalgamation or reconstruction) or sequestration of the customer or a receiver, administrator, administrative receiver or judicial factor being appointed over all or any of the assets of the customer, or if any steps are taken in relation to any of the foregoing, the customer making any voluntary arrangements with its creditors generally, or if the customer shall cease or threaten to cease trading or carrying on business, or if the customer shall, without prior written consent of the company, sell, or otherwise dispose of the whole or substantially the whole of its assets, or if the company reasonably apprehends that any of the foregoing events is about to occur (and notifies the customer accordingly), the

company shall be entitled to treat the contract of which these conditions form part and any other contract between the company and the customer as repudiated and shall be entitled to suspend deliveries to the customer without being liable for any form of loss.

15. Entire Agreement Clause

15.1 The customer confirms that they have not relied upon any warranty, representation, or undertaking of or on behalf of the company by any of its employees or agents (whether written or oral) in respect of the goods and the company shall have no liability in respect thereof.

15.2 The customer further confirms and acknowledges that it is the sole responsibility of the customer alone to ensure that the goods ordered from the company under the contract shall be appropriate for the customer's requirements.

15.3 These terms and conditions represent the entire agreement between the company and the customer.

15.4 Nothing in this clause 15 is intended to exclude nor limit the company's liability for fraud.

16. Privacy

16.1 We fully respect your privacy, we will only ask you the relevant details to complete your order. This does include an email address & telephone number so we can contact you only regarding your order and allows us to send you an order confirmation. We will never pass your data on to third parties except where necessary to fulfil your order. We do not store credit card details.

17. Miscellaneous

17.1 The company may at the company's sole discretion subcontract the performance of this contract in whole or in part.

17.2 In the event of these terms and conditions conflicting with any other terms and conditions, then these terms and conditions shall prevail.

17.3 Each right or remedy of the company under the contract is without prejudice to any other right or remedy of the company whether under the contract or not.

17.4 No waiver by the company of any breach of contract by the customer shall be construed as a waiver of any subsequent breach of the same or any other provision hereof.

17.5 Failure or delay by the company in enforcing or partially enforcing any provision of this contract shall not be construed as a waiver of its rights generally under the contract.

17.6 For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit or the right to enforce any term or terms of this agreement.

17.7 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be effected thereby.

17.8 Obligations by more than one person are joint and several and where any party under this agreement at any time is more than one person, references to it are to each person individually as well as jointly with the others comprising it.

17.9 Words importing the singular also include the plural and vice versa where the context so requires.

17.10 The headings of the Clauses in these conditions are intended for reference only and will not affect the construction of these conditions.

17.11 All references herein to clauses are references to clauses numbered in this agreement and not to those in any other document unless otherwise stated.

17.12 This contract shall be governed by and construed in accordance with the law of the Netherlands.

18. Complaints

18.1 Complaints can be made via email. Complaints will be acknowledged within 5 working days. Your complaint will be dealt with fairly and confidentially, and we will keep you fully informed of progress. We will deal with your complaint as quickly as possible and hope to have it rectified within a maximum of 10 working days.