

## Terms & Conditions

### In General

Studio Rob Hornstra ([www.robhornstra.com](http://www.robhornstra.com)) owns and operates this Website. This document governs your relationship with studio Rob Hornstra. Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time.

### SHOP

#### Ordering

Upon the customer confirming its purchase order the customer agrees to purchase the products in the customer's "shopping cart" for their price including tax and any postage and handling charges as applicable. Studio Rob Hornstra will send the products to the customer as soon as practicable after it receives payment for the products.

#### Damaged products

If the customer receives a damaged product from studio Rob Hornstra, the customer must return the product to studio Rob Hornstra within 28 days of receiving the product. If the product is damaged, studio Rob Hornstra will in its discretion, either replace the product or provide a refund of the price of the defective product to the customer. Studio Rob Hornstra will not accept any liability for any defective products, which the customer does not return in accordance with clause unless written, agreed between studio Rob Hornstra and customer. In no case shall the maximum liability of studio Rob Hornstra exceed the price of the product in respect of which a claim is made.

#### Order Cancellation

A customer may cancel an order between placing the order and up to 7 days after receipt of the goods. If the cancellation happens after the goods have been dispatched then a refund will be made upon receipt of the goods back at studio Rob Hornstra. The cost of returning the goods to studio Rob Hornstra will be the responsibility of the customer.

#### Returns Procedure

All returns should be securely wrapped and sent, with the original packing slip and reason for the return, to the following address:

Studio Rob Hornstra  
Laan van Chartroise 42  
3552 EW Utrecht  
The Netherlands

#### Products sent to incorrect address

If the customer does not receive products it has purchased within 40 days of the date of purchase studio Rob Hornstra shall not be liable to the customer for those products unless the customer notifies studio Rob Hornstra within 40 days of the date of purchase. If a customer does not receive a product because it was sent by studio Rob Hornstra to an incorrect address due to an error by studio Rob Hornstra then studio Rob Hornstra shall be responsible for the resending or replacement of the product or refunding of the price of the product. If a product is not received by the customer because the customer provided an incorrect or insufficient address, then (a) if the product is returned to sender, studio Rob Hornstra will resend the product to the customer provided that the customer first pays the cost of postage and handling for resending; or (b) if the product is not returned to sender, then studio Rob Hornstra shall have no further responsibility.

#### Delays

The customer agrees not to hold studio Rob Hornstra liable for any loss or damage directly or indirectly arising out of or in connection with any delay or failure to deliver within the estimated time frame.

#### Variation

[www.robhornstra.com/shop](http://www.robhornstra.com/shop) shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

### PHOTO RENTAL

#### Rental Period

Minimum 12-month rental agreement. One month prior expiry of agreement, studio Rob Hornstra will contact client regarding the renewal of the agreement or a changeover of the selected photo. All renters will be granted a seven-day grace period after the expiry date shown on the rental agreement to return the works rented. If at the end of business on the seventh day in the grace period the works have not been returned, studio Rob Hornstra will consider this explicit consent from the renter to automatically renew the rental contract for an additional one month period under the same terms and conditions of the rental agreement and the rental return policy, starting the day following the expiry date on the previous rental contract.

#### Rental Fees

Rental Fee for smaller works up to 50x60 cm €9.50 per month. Larger works €14.50 per month.

#### Pick up or return of work

After consultation between renter and studio Rob Hornstra, a date will be determined on which the renter can pick up or return work from studio Rob Hornstra in Utrecht.

#### Delivery of works

Studio Rob Hornstra can arrange delivery of works. Renter is responsible for all costs associated with transport and installing. Delivery fees start at €35 and vary depending on size and number of photo's rented and delivery distance.

#### Payment

Renter is invoiced for the full period of the Agreement (which is 12 months minimum). Delivery is charged separately and must be paid in advance.

#### Sale of work

If a renter is interested in purchasing the rented photo, studio Rob Hornstra in collaboration with Flatland Gallery will negotiate the final sale. Up to 12 months rental payments may be applied to purchase price. Dutch buyers have the option to pay the remaining sales price via KunstKoop. If the work is sold to a third party buyer during the run of a rental agreement studio Rob Hornstra will replace the photo of a similar kind.

#### Property

All works listed in the contract/agreement are the property of studio Rob Hornstra.

#### Condition of work

Studio Rob Hornstra shall ensure that photo work supplied is in a condition ready for display. All works shall remain in a state of good repair while in possession of the renter.

#### Liability

The renter is liable for all loss, damage or theft of the rented photo work.

#### Copyright

All copyrights belong to Rob Hornstra.

#### Expiry of Agreement and Return of work

One month prior expiry of agreement, studio Rob Hornstra will contact client regarding the renewal of the agreement or a changeover of the selected photo. Arrangements can be made in order to assist in return of the photo(s).