

## TERMS

### Terms And Conditions

To insure a non-offensive and consumer protective environment, we have established terms according to international law. By accessing any areas of this site or conducting transactions with [www.heroesoncanvas.com](http://www.heroesoncanvas.com), you agree to be legally bound and to abide by the terms set forth on the right page.

Heroes on Canvas  
Allard Piersonstraat 17-2  
1053 ZX Amsterdam  
The Netherlands

### Terms and Conditions of Heroes on Canvas

#### 1. Application

These terms apply to this sale and all statements made by Heroes on Canvas in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to these terms must be confirmed by Heroes on Canvas in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of these terms. These terms does not apply to Product purchases from a reseller or distributor nor is it a reseller or distribution agreement.

#### 2. Price / Payment / Payment Terms

Products prices, tax, and shipment are as shown at [www.heroesoncanvas.com](http://www.heroesoncanvas.com) and your order confirmation. Changes to exchange rates, duties, insurance, freight and purchase costs may cause Heroes on Canvas to adjust prices accordingly. Payment will be made before supply and can be done through a secure on-line payment system which is integrated within [www.heroesoncanvas.com](http://www.heroesoncanvas.com). Payment timing is of the essence. Heroes on Canvas may suspend deliveries until full payment for that order.

#### Delivery

Heroes on Canvas tries to deliver the product within 10 days after receiving payment for this specific product. The maximum delivery period is 30 days. The place of delivery is stated in the Order Confirmation.

#### Acceptance

When you receive Product you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted Product. If Heroes on Canvas agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

#### 3. Warranty

Unless otherwise stated, Heroes on Canvas guarantees to you that Heroes on Canvas Products will be free from defects upon delivery . Should Product be defective upon delivery, Heroes on Canvas will repair or replace Product within

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a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Heroes on Canvas does not give a warranty guarantee protection for:

- \* damage caused by incorrect removal of packaging, use, modifications or repair by any unauthorised 3rd party or yourself;
- \* caused by any party (except Heroes on Canvas) or other external force.

You must provide Heroes on Canvas with all reasonable courtesy, information, cooperation, facilities and access to enable Heroes on Canvas to perform duties, failing which Heroes on Canvas shall not be obliged to perform any Service or assistance.

### 4. Force Majeure

Heroes on Canvas is not liable for delays in performance (incl. delivery) caused by circumstances beyond its reasonable control and will be enleadind to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

### 5. Termination

Heroes on Canvas may terminate this Agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or Heroes on Canvas suspects you have breached export control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

### 6. Your obligations as a Customer

You are responsible for:

- \* your own choice of Product and its suitability for purpose;
- \* your telephone & postal charges in contacting Heroes on Canvas, if any

You must provide Heroes on Canvas with all reasonable courtesy, information, cooperation, facilities and access to enable Heroes on Canvas to perform duties, failing which Heroes on Canvas shall not be obliged to perform any Service or assistance. You are responsible for the removal of non Heroes on Canvas -supplied products during Service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

### 7. Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws and Heroes on Canvas data protection registration. You consent to your personal data being transferred to a Heroes on Canvas company outside of the EEA. You may instruct Heroes on Canvas not to use your data for direct marketing purposes.

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### 8. Consumer Rights

If you are a Consumer you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To do this you must inform Heroes on Canvas in writing and return the products immediately, in the same condition you received them and at your own cost and risk. Any statutory Consumer rights are unaffected by this Agreement. This does not apply to any business customer or user.

### 9. Jurisdiction

Dutch law and the exclusive court jurisdiction of the Dutch courts will apply to this Agreement.

### 10. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Heroes on Canvas may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.