

Terms and Conditions for Buyers

Definitions

Offer - the range of products and services of the Seller that can be ordered by the Buyer from the Seller via the Platform.

Order - a purchase via the Platform by the Buyer from the Seller of the Offer selected by the Buyer.

Buyer - a natural or legal person who places an Order through the Platform.

Agreement - an agreement between the Buyer and the Seller regarding an Order and the delivery or collection of the Order.

Platform - the website (s), apps, tools and other devices of Milkfish on which the Service is made available.

Seller - a natural person (over 18 years old) or legal person who offers Products on the Platform for offer to Buyers, and uses the Platform for the conclusion and payment of Agreements.

Seller information - the information provided by the Seller regarding, among other things, company and contact details, Know-your-Buyer information, general information, all information listed in the artist profile in the Platform, product range, art work, prices for each individual product, photo, delivery costs, bank account numbers for billing and payments, VAT number, agent information, and intellectual property rights, licenses and information, and other information about the Seller.

Service - the commercial services and / or activities offered by Milkfish to the Buyer, including the publication of the Offer, the facilitation of the conclusion of Agreements and the forwarding of Orders to the relevant Seller.

Identity

We are Milkfish, located at Nieuwezijds Voorburgwal 104, Amsterdam, 1012SG, Netherlands.

Marketplace web address: <https://www.milkfish.art>

E-mail address: hello@milkfish.art

Applicability

1. These General Conditions for Buyers only apply to the Service. Milkfish is not responsible for the Offer. If applicable, the general terms and conditions of the Seller apply to the Offer.
2. By placing an Order, the Buyer directly enters into an Agreement with the Seller for the delivery of the Offer selected by the Buyer. The Buyer is bound by the Order and is not entitled to a refund, unless explicitly allowed by the Seller and in the event of cancellation by the Seller under the section on Dissolution below.

The Offer

3. Milkfish publishes the Offer on behalf of the Sellers on the Platform, in accordance with the Seller information provided by the Sellers. Milkfish accepts no responsibility or liability for the content of the Offer and the Seller information on the Platform.
4. Milkfish displays all Seller information in such a way that it is clear to the Buyer what his rights and obligations are attached to the acceptance of the Offer.
5. Milkfish accepts no liability for the accessibility of the Platform.

Formation and Delivery of the Agreement

6. The Agreement is concluded when the Buyer finalizes the Order by clicking on the 'Order and Pay' button during the process of placing an Order through the Platform.
7. After receipt of the Order, Milkfish will confirm the Order electronically to the Buyer.
8. The Agreement can only be executed by the Seller if the Buyer provides correct and complete contact and address details when placing the Order. The Buyer has the duty to immediately report inaccuracies in provided or stated payment details to Milkfish or the Seller.
9. In connection with information about the status of his Order, the Buyer must be reachable for both the Seller and Milkfish after placing the Order by e-mail (as indicated when placing the Order).
10. Items sold on Milkfish may be subject to VAT or sales tax. The price stated for the Product includes VAT (if applicable).
11. The Product price is exclusive of the shipping price. The delivery costs are stated on the Platform before a Buyer places an Order.

12. We are careful when passing on Your Order to the Seller who is responsible for the performance of the Agreement. The Seller delivers to the address You have given to Milkfish, so check it carefully before You place an order. On Our Marketplace We give You an indication of the delivery time of each Product, please note: this is only an indication and You cannot derive any rights from this. We are not responsible for the delivery time of Products from Sellers.
13. The Seller makes the Order available for delivery to the Buyer in accordance with any terms and conditions of delivery of the Seller.
14. If the Seller has the Order delivered to the Buyer by a third party, the Seller is responsible for the delivery and the costs thereof (in accordance with the Seller's own policy agreed upon with the Buyer for the Product). The Seller and the Buyer indemnifies Milkfish against claims from third parties in connection with the delivery and the costs thereof.
15. The risk of damage and / or loss of Products of Sellers is borne by the Seller until it is received by the Buyer, or someone who may sign on the Buyer's behalf.
16. Milkfish does not accept any liability in connection with the implementation of the Agreement.

Dissolution of the Agreement and cancellation of the Order

17. The statutory reflection period for distance sales does not apply to orders on Milkfish, because orders are placed with independent Sellers. The Seller may, in their own discretion, decide to accept refunds and returns. We have no influence on this. Products from Sellers can never be returned to Milkfish.
18. The Buyer can cancel the Order within one (1) day of the purchase. Thereafter, Cancellation of the Order by the Buyer is only possible if the Seller explicitly indicates that returns of the Order by the Buyer is possible.
19. The Seller has the right to cancel the Order if, for example, the Offer is no longer available, the Buyer has provided an incorrect or unreachable telephone number and other contact details, or in case of force majeure.
20. If the Buyer places a false Order (for example by providing incorrect contact details) or otherwise fails to fulfill his obligations under the Agreement , Milkfish may decide to refuse future Orders from the relevant Buyer.
21. Milkfish has the right to refuse Orders and to cancel Agreements on behalf of the Seller if there are reasonable doubts about the correctness or authenticity of the Order or the contact details. If the Buyer places seemingly false or fraudulent Orders, Milkfish can report this to the police.

Payment

22. The moment the Agreement has been concluded in accordance with article 6 of these General Terms and Conditions Buyers, the Buyer is obliged to pay the Seller for the Order. The Buyer can fulfill this payment obligation by paying with an online payment method via the Platform.
23. Subject to the provisions of articles 17 and 18 of these General Terms and Conditions for Buyers, a refund of an online payment is only possible if the Order cannot be delivered. The refund is always made to the same account from which the payment was made. Depending on the payment method used by the Buyer, this will take up to 14 working days to process.
24. The Seller has authorized Milkfish to receive the online payment from the Buyer on behalf of the Seller.
25. Milkfish is not a party to the invoicing of items ordered from Sellers and only provides an order summary. When ordering items from Sellers, the Buyer may request an invoice from the Seller via the Orders page.

Complaints procedure

26. Complaints from the Buyer about the Offer, the Order or the performance of the Agreement must be submitted to the Seller. The exclusive responsibility for the Seller's offer and the execution of the agreement lies with the Seller. Milkfish can only act as an intermediary.
27. Complaints as described in article 26 must be submitted fully and clearly described to the Seller within a reasonable time after the Buyer has discovered the defects.
28. If the dispute cannot be resolved, the Buyer or the Seller must file a complaint via the European Commission's ODR platform. This platform can be found at <http://ec.europa.eu/odr> . Milkfish explicitly excludes the use of Alternative Dispute Resolution as referred to in Directive 2013/11 / EU.

Liability

29. Milkfish is not liable or responsible for the performance of the Agreement and refers to its conditions for any liability of the Seller.
30. We are not liable for damage that has arisen because We have relied on incorrect and / or incomplete information provided by or on behalf of the Buyer or the Seller. These limitations of liability do not apply if the damage is due to intent or gross negligence on the part of Milkfish and its managerial subordinates.
31. You indemnify Milkfish against any claims from third parties who suffer damage in connection with the performance of the Agreement and the cause of which is attributable to others other than Milkfish.
32. Liability for indirect damage, such as loss of profit, consequential damage, loss suffered, missed savings and damage due to business interruption, is expressly excluded.

Privacy

33. We handle the Buyer's data with care. For more information, see Milkfish's Privacy Statement. For the execution of the Agreement by the Seller, we pass on the Buyer's name and address, e-mail address and telephone number to the Seller where the Buyer placed an order. The Seller may only use the Buyer's data for the performance of the Agreement and, if applicable, to evaluate the Agreement.

Newsletter

34. The Buyer can also choose to receive the newsletter by entering their name and email address in the newsletter sign up page. The Buyer can unsubscribe from this newsletter via clicking the Unsubscribe button on the e-mail.

Other provisions

35. Dutch law applies to the legal relationship between the Buyer and the Sellers who offer Products via the Marketplace. Disputes arising from or in connection with that legal relationship will be settled exclusively by the competent Dutch court.