

General Terms & Conditions

ARTICLE 1 - GENERAL

1. These General Terms and Conditions are applicable to all legal relationships between KD Art-Lowet de Wotrenghe Fine Art BVBA, hereafter referred to as 'the Gallery', and the Customer.
2. Any terms to the contrary, or any terms and conditions applied by the Customer, are valid only insofar they have been expressly accepted by the Gallery, in writing, and only for the legal relationship in respect of which they are accepted.

ARTICLE 2 – CONTRACT FORMATION

1. Any agreement shall be concluded only upon the explicit acceptance of an offer of Customer by the Gallery.
2. Under no circumstances is the Gallery bound by any statement in a quotation ("Offerte"), including, but not limited to, statements concerning the author of an Artwork, its origin, date, age, authenticity, source, provenance or condition, unless this statement is incorporated in a written Contract. Articles 3 and 4 of these General Terms and Conditions apply to any such statements incorporated in the Contract.

ARTICLE 3 – STATEMENTS BY THE GALLERY

1. The Gallery shall make any statement about any Artwork, whether orally or in writing, concerning, for example, the authorship, origin, date, age, authenticity, source, provenance and condition of an Artwork, to the best of its knowledge, with due observance of the rules of expertise and good professional conduct. The Gallery recommends the Customer to seek advice on these matters from independent professional advisors.
2. All statements made by the Gallery, concerning, for example, the author, origin, date, age, authenticity, source, provenance and condition of any Artwork, shall be made using the formulas generally accepted in the art trade. The Gallery recommends the Customer to seek advice on these matters from independent professional advisors.
3. No statement made by The Gallery about any Artwork, whether orally or in writing, concerning, for example, authorship, origin, date, age, authenticity, source, provenance and condition of an Artwork, shall ever imply any guarantee on behalf of The Gallery, unless explicitly stated otherwise. Unless an explicit guarantee has been given, these statements are of an aleatory nature, as it lies within the nature of the Artworks for sale at the Gallery - amongst others old master paintings and drawings - that the knowledge about, and qualities of, the Artworks may change due to new insights based on later developments in research or technology.

ARTICLE 4 – CONDITION OF THE ARTWORKS

1. The Customer accepts the Artwork in the actual state at the time of purchase, or in the state described in the Contract, if such is the case. The Customer accepts the qualities of the Artwork that were known or reasonably should have been known at the time of the sale. Any deterioration in the state of the Artwork taking place after the date of purchase is for the account and risk of the Customer.
2. Condition reports are available upon request.
3. The Gallery shall make any statement (including condition reports), whether oral or in writing, concerning the physical nature or condition of an Artwork, to the best of its knowledge, with due observance of the rules of expertise and good professional conduct. The nature of the Artworks for sale at the Gallery - amongst others old master paintings and drawings - is such that it is likely they have been the subject of (professional) restoration and/or repair, such as for example re-panelling and re-lining. The Gallery recommends that the Customer seeks advice on these matters from independent professional advisors.

ARTICLE 5 – PRICES, PAYMENT AND TRANSFER OF TITLE

1. All prices mentioned are in EURO including value added tax (VAT), unless stated otherwise.
2. A Customer must pay by depositing the amount in the bank account of the Gallery.
3. The invoice is considered as the only confirmation of the agreement.
4. The Customer will not acquire legal title to the Artwork until full payment is received by the Gallery, in good cleared funds.
5. Full payment must be made within 14 days after the date of the invoice, unless otherwise agreed in writing.
6. If the Gallery does not receive full payment by the due date, it reserves the right to exercise any legal rights it has recourse to. All resulting collection costs, and all losses resulting from the non-payment, including the costs of legal assistance, both in and out of court, shall be for the Customer's account.

ARTICLE 6 – COLLECTION AND SHIPPING

1. The Gallery is entitled to retain the Artwork until all amounts due to the Gallery have been received in full in good cleared funds, and/or until the Customer has performed any other outstanding obligations the Gallery can reasonable require.
2. Shipping costs, import and export duties, costs for packing and insurance are for the account of the Customer, unless otherwise agreed upon in writing.
3. Risk and responsibility for the Artwork (including frames) passes to the Customer upon the moment described in Article 2.1.
4. Artworks that are delivered or made available to the Customer by the Gallery, remain the full and unconditional property of the Gallery, until the Gallery has been paid the full due amount, as per Article 5.4. The Gallery reserves the right to retrieve unpaid Artworks from the Customer.
5. The Customer shall compensate any and all damage suffered by the Gallery due to any acts of disposition by the Customer with respect to Artworks under the right of retention described in article 6.1, including the costs for retrieval, and the Customer shall cooperate with any retrieval of unpaid Artworks by the Gallery.

ARTICLE 7 – CONSIGNMENT

1. In some cases, the Gallery acts as an agent, selling (an) Artwork(s) on behalf of a Seller (Consignment). In these cases, the Gallery can only transfer legal title of the Artwork(s) after consent is given by the Seller.
2. The Customer will not acquire legal title to the Artwork(s) until the consent mentioned in Article 7.1 is obtained by the Gallery, and the selling price is paid in full.
3. The Gallery undertakes to keep the Artworks it is given in consignment with due care and professional diligence.

ARTICLE 8 - LIABILITY

1. The Gallery will be liable only in case of intentional violation of, or gross negligence in the execution of the agreement.
2. As from the moment when the Artwork is no longer the property of the Gallery, the Gallery no longer has any responsibility for damage or defects to the Artwork caused through the fault, or by the actions, of the Customer or of third parties, or by exterior causes.
3. The Gallery shall not be liable towards the Customer for any loss, damage, or theft – with or without forcible entry – irrespective of the nature or the cause thereof, of an Artwork already sold but not yet delivered, except if this loss, damage or theft is covered by the insurance taken by the Gallery, or in the case of gross negligence or intention on the part of the Gallery.
4. If and insofar as the Gallery might be liable towards the Buyer and no insurance taken by The Gallery grants cover, liability shall be limited to an amount equal to the purchase sum.
5. For sales to which Article 1649*Quater* of the Belgian Civil Code applies, the Gallery, or the Seller, is liable for any lack of conformity that exists upon the delivery of the goods and that manifests itself within one year counting from aforementioned delivery. The Customer shall inform the Gallery, or the Seller, of the lack of conformity, within two months counting from the day the Customer has established the lack of conformity, under penalty of inadmissibility.

ARTICLE 9 – APPLICABLE LAW AND JURISDICTION

1. The relation between Customer and/or other third parties and the Gallery shall be exclusively governed by Belgian law.
2. All disputes arising relating to any legal relationship governed by these Terms and Conditions, shall be presided over by the relevant Belgian courts.
3. The location of any sale made by the Gallery is set as Belgium, and the date of any sale made by the Gallery is set as the date mentioned on the invoice.

ARTICLE 10 – RIGHT OF WITHDRAWAL

1. The following is only applicable to distance contracts and off-premises contracts, between the Gallery and Consumers. ‘Distance contract’ means any contract concluded between the Gallery and the Consumer without the simultaneous physical presence of the Gallery and the Consumer, with the exclusive use of one or more means of distance communication in accordance with Article 2 (7) of the Consumer Rights Directive 2011/83/EU. ‘Off-premises contract’ means any contract between the Gallery and the Consumer concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader in accordance with article 2 (8) of the Consumer Rights Directive 2011/83/EU. A Consumer is a natural person who enters into a contract with the Gallery, and is acting for purposes which are outside his trade, business, craft or profession, in accordance with Article 2 (1) of the Consumer Rights Directive 2011/83/EU. Any Customer living outside the EU cannot derive any rights from this Article or the mentioned EU Directive.

2. When purchasing an Artwork, a Consumer has the right to withdraw from a distance contract or an off-premises contract within the meaning of the Consumers Rights Directive 2011/83/EU, without giving reasons, during 14 days. This withdrawal period commences on the day after the Artwork is received by the Consumer or a third party on behalf of the Consumer, who is not the transporter.

3. If the Consumer wishes to exercise his right of withdrawal, he shall give notice of this by making any unequivocal statement setting out his decision to withdraw. Risk and burden of proof of exercising the right of withdrawal in accordance with this Article lies with the Consumer.

4. As soon as possible, but in any case within 14 days from the day following the notice outlined in paragraph 4 of this Article, the Consumer must return the Artwork to the Gallery, in the original state and packaging, in accordance with the instructions that are provided by the Gallery. The Consumer is liable for any diminished value of the Artwork, other than what is necessary to establish nature and characteristics of the Artwork, resulting from handling the Artwork. The costs of returning the Artwork are at the expense of the Consumer.

5. The Gallery will not repay the purchase price until The Gallery has received the Artwork or the Consumer proves that the Artwork has been returned in exactly the same condition as received from the Gallery.