

General Terms and Conditions | Groninger Museum

Version 1.0 | November 2022

These are the General Terms and Conditions for Ticket Sales of the Groninger Museum located at Museumeland 1 in Groningen and registered with the Chamber of Commerce under registration number 02058065 (hereinafter referred to as "**Groninger Museum**").

1. Definitions

- 1.1. **Website:** the website of the Groninger Museum, accessible via www.groningermuseum.nl and all associated subdomains.
- 1.2. **Customer:** the customer who, whether or not acting in the course of profession or business, enters into an agreement with the Groninger Museum and/or has registered on the Website.
- 1.3. **Agreement:** any arrangement or agreement between the Groninger Museum and Customer, of which the General Terms and Conditions form an integral part.

2. Applicability of General Terms and Conditions

- 2.1. The General Terms and Conditions are applicable to all offers, Agreements and deliveries of the Groninger Museum, unless explicitly agreed otherwise in writing.
- 2.2. If the Customer includes in his order, confirmation or statement containing acceptance provisions or conditions which deviate from, or do not appear in the General Terms and Conditions, these are only binding for the Groninger Museum if and in so far as they have been explicitly accepted in writing by the Groninger Museum.
- 2.3. In case specific product or service conditions apply in addition to these General Terms and Conditions, those conditions also apply. However in case of conflicting conditions, the Customer may always rely on the applicable provision that is the most beneficial for him.

3. Prices and information

- 3.1. All prices listed on the Website and in other materials originating from the Groninger Museum include VAT and, unless stated otherwise on the Website, other charges imposed by the government.
- 3.2. No separate shipping costs will be charged.
- 3.3. The content of the Website has been compiled with the utmost care. However, the Groninger Museum cannot guarantee that all information on the Website is correct and complete at all times. All prices and other information on the Website and in other materials from the Groninger Museum are therefore subject to apparent programming and typing errors.

4. **Establishment of Agreement**

4.1. The Agreement is established at the moment of acceptance of the offer of the Groninger Museum by the Customer and his complying with the accompanying conditions set by the Groninger Museum.

4.2. If the Customer has accepted the offer electronically, the Groninger Museum will immediately confirm the reception of the acceptance of the offer electronically. As long as the reception of this acceptance has not been confirmed, the Customer has the possibility to terminate the Agreement.

4.3. If it appears that incorrect data has been provided by the Customer when accepting or otherwise entering into the Agreement, the Groninger Museum is only obligated to fulfill its commitment after the correct data has been received.

5. **Sending and use of entrance tickets**

5.1. As soon as the order has been received by the Groninger Museum, the Groninger Museum will send the entrance tickets as soon as possible in compliance with section 3 of this article.

5.2. The Groninger Museum is entitled to engage with third parties when carrying out the obligations arising from the Agreement.

5.3. Tickets will only be send digitally to the Customer via email. The Customer is responsible for providing a correct email address when purchasing the ticket.

5.4. The ticket gives the Customer access to the Groninger Museum or an event organised by the Groninger Museum, such as guided tours, workshops, lectures or special exhibitions. Tickets can be shown printed as well as digital.

5.5. Tickets are valid for a limited time and are marked with an expiration date and/or time. After this date or time, the right of entry will expire. Tickets will not be paid out or refunded and their validity cannot be extended or modified except for the provisions stated in article 7.

5.6. Tickets are not personal, unless the ticket is linked to a personal discount card or access card such as a museum card, a membership card or any other similar card. In that case, the ticket is only valid in combination with this personal discount card or access card.

5.7. Customer may not modify the ticket or use the text or logos for purposes other than those specified in these General Terms and Conditions.

6. **Right of withdrawal**

6.1. For products sold via the Website, including entrance tickets, tours and workshop registrations, the right of withdrawal is excluded to the extend permitted by law.

7. **Cancellation and rebooking policy due to force majeure**

7.1. In case paid and received tickets cannot be used on the date or time stated on the ticket due to circumstances beyond the control of the Groninger Museum, e.g. governmental measures regarding the coronavirus, the ticket will remain valid for up to one year after the Museum is accessible again.

7.2. If unable to attend, the Customer can request the Groninger Museum to rebook purchased tickets up to 24 hours before the date and time stated on the ticket to another date and/or time. The Groninger Museum will honor reasonable rebooking

requests as much as possible. The Customer is not entitled to a refund of purchased tickets.

8. **Payment**

8.1. Customer shall make payments to the Groninger Museum according to the payment methods indicated in the ordering procedure and optionally on the Website. The Groninger Museum is free in its choice of payment methods and these can also change from time to time.

9. **Complaints procedure**

9.1. If Customer has a complaint about a product and/or about other aspects of the service of the Groninger Museum, he can file a complaint with the Groninger Museum by telephone, email or post. For the contact information, we refer you to the bottom of the General Terms and Conditions.

9.2. The Groninger Museum will give Customer a response to his complaint as soon as possible, but in any case within 30 days after the reception of the complaint. If it is still not possible to give a substantive or final response, the Groninger Museum will confirm the complaint within 30 days after the reception of the complaint and give an indication of the period within which it expects to give a substantive or definitive response to the Customer's complaint.

9.3. The Customer who is not acting in the course of his profession or business can also file a complaint through the European Dispute Resolution Platform, accessible via <http://ec.europa.eu/odr/>.

10. **Liability**

10.1. This article only applies if Customer is a natural person or legal entity acting in the course of its profession or business.

10.2. The total liability of the Groninger Museum towards the Customer for accountable shortcomings in the fulfillment of the Agreement is limited to compensation of at most the amount of the price negotiated for that Agreement (including VAT).

10.3. Liability of the Groninger Museum towards the Customer for indirect damages, including in any case – but explicitly not only – consequential damage, loss of profit, missed savings, loss of data and damage due to business stagnation, is excluded.

10.4. Besides the cases mentioned in the previous two sections of this article, the Groninger Museum has no liability whatsoever towards Customer for compensation, regardless of the ground on which a claim for compensation would be based. The restrictions mentioned in this section will, however, be voided if and to the extent that damage is the result of willful intent or gross fault of the Groninger Museum.

10.5. The liability of the Groninger Museum towards Customer due to accountable shortcomings in the fulfillment of the Agreement will only arise if Customer immediately and properly notifies the Groninger Museum of default in writing, stating a reasonable period of time for clearing the shortcoming, and the Groninger Museum continues to fail to comply to its obligations even after this period of time. The notice of default should contain as detailed a description of the shortcoming as possible, so that the Groninger Museum will be able to respond adequately.

- 10.6. Condition for the creation of any right to compensation is always that the Customer reports the damage to the Groninger Museum in writing as soon as possible, but no later than 30 days after its occurrence.
- 10.7. In case of force majeure, the Groninger Museum is not obligated to compensate any damages caused to Customer as a result.
11. **Personal data**
- 11.1. The Groninger Museum processes Customer's personal data as described in the privacy statement.
12. **Final provisions**
- 12.1. Dutch law applies to the Agreement.
- 12.2. As long as rules of compulsory law do not dictate otherwise, all disputes that might arise as a result of the Agreement will be submitted to the competent Dutch court in the district where the Groninger Museum is established.
- 12.3. If any provision in these General Terms and Conditions turns out to be invalid, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the parties will determine (a) new provision(s) as (a) replacement(s) which will give shape to the intention of the original provision as much as legally possible.
- 12.4. In these General Terms and Conditions, "in writing" can also be understood as any communication by email, provided that the identity of the sender and the integrity of the email are sufficiently established.

Contact information

If you have any questions, complaints or comments after reading these General Terms and Conditions, please feel free to contact us.

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