



## **General quotation, delivery, and payment conditions**

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### **ARTICLE 1 SCOPE OF APPLICATION**

1. These conditions apply to all of the contractor's agreements and quotations, irrespective of whether the contract was awarded by way of a tender submission or in some other way.
2. Keijzers Lundiform B.V. is referred to as the 'Contractor'. The other party is referred to as the 'Client'.
3. The Client's general terms and conditions, including terms of submission, do not apply, unless the Contractor has been expressly accepted them in writing.

### **ARTICLE 2 QUOTATIONS**

1. All prices quoted are net, excluding VAT, and are based on implementation during normal working hours. A quotation is only binding on the Contractor if this has been expressly stated in writing. A quotation that is binding on the Contractor based on these provisions expires 30 days after the quotation date.
2. If the Client provides the Contractor with information, drawings, and the like, the Contractor may assume that it is accurate and complete and will base its offer on this information.
3. The Contractor is entitled to charge increases to wages, raw material prices, transport costs, exchange rates, insurance premiums, and government levies (taxes in particular) to the Client for the work and/or for fitting and installing systems and parts of systems that the Contractor still has to perform and/or supply at the time that the increases become effective.
4. The Contractor reserves the right to make minor modifications in the construction, to the extent that this will not substantially change the work. Subject to the provisions of paragraph 3 of this article, the prices quoted are fixed for the duration of the work, unless indexation has been agreed. If indexation has been agreed, it will be based on the Statistics Netherlands price index series for domestic production, unless otherwise agreed.

### **ARTICLE 3 INTELLECTUAL PROPERTY RIGHTS**

1. Unless otherwise agreed in writing, the Contractor retains the copyrights and all other intellectual property rights to the designs, images, drawings, sketches, and/or quotations provided by it.
2. The drawings, designs, images, sketches, and/or quotations provided by it may not be copied, disclosed to third parties, or used in any other way without the Contractor's written permission.

3. The drawings, designs, images, sketches, and/or quotations provided by the Contractor must be returned to the Contractor immediately if the Contractor is not awarded the contract.

4. If the Client breaches paragraphs 2 and 3 of this article, it will incur a fine amounting to ten per cent of the amount quoted. Settling this fine does not mean that the ownership and the copyright are transferred.

#### **ARTICLE 4 ORDER CONFIRMATION**

1. The Contractor will confirm the contract between the Contractor and the Client, and this confirmation constitutes conclusive proof.

2. Amendments to the contract and deviations from these General Terms and Conditions will only apply if they have been agreed in writing between the Contractor and the Client.

#### **ARTICLE 5 SCOPE OF THE WORK**

1. The Client must ensure that all licences, exemptions, and other decisions that are necessary to carry out the work are obtained in good time. The Client is obliged to send the Contractor a copy of the aforementioned documents immediately on the Contractor's request, unless otherwise agreed in writing.

2. Unless otherwise agreed in writing, the price for the work does not include:

a) the costs of groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work, or other construction work of whatever kind;

b) the costs of connecting to gas, water, electricity, or other infrastructural facilities;

c) the costs to prevent or limit damage to items present at or near the work;

d) the costs for removing equipment, building materials, or rubbish.

#### **ARTICLE 6 CONTRACT VARIATIONS, ADDITIONS, AND OMISSIONS**

1. All amendments to the contract will be charged as contract extras if the costs are higher, and as contract reductions if the costs are lower.

2. Contract variations will be settled fairly, independently of the obligation to pay the principal sum.

#### **ARTICLE 7 IMPLEMENTATION OF THE WORK**

Unless otherwise agreed in writing, the Client is obliged to ensure the following, subject to paying compensation for damage and expenses:

a) that the place where the goods and/or materials are to be fitted, or tools are to be stored, or where the delivery is to take place is set up in such a way that these items cannot be stolen or damaged in whatever form and in whatever way;

b) that access to the place where delivery and/or fitting and installing is to take place is unobstructed and adequate, and that all cooperation is given to ensure that smooth delivery, fitting and installation,

and/or finishing is possible;

c) that, if a hoist, lift, or other means of transport is to be used, these will be made available and operated by and for the Client's account. The equipment to be used must comply with the government regulations in force at the time of use. Damage arising from this is at the Client's expense, unless it is established that the fault lies with the Contractor;

d) that floors and sub-floors are free of lime, cement, and dirt residues and that there are no loose parts, if necessary, unless otherwise agreed in writing, and that floors and sub-floors are completely flat and level, and are broom clean when they are made available;

e) that the space in which work is to be carried out has electricity, adequate ventilation, water, and, if necessary, heating;

f) that, if others also have to carry out work in the space in question, that the others and the Contractor can do their work without hindrance if the work is to be done concurrently;

g) that, if it concerns refurbishments and/or renovations to the interior, the business premises are closed to the public while the work is being carried out.

#### **ARTICLE 8 DELIVERY TIME**

1. The delivery time will commence as soon as the contract has been concluded and all information necessary for the Contractor has been received before the work starts. The Client is obliged to inform the Contractor in good time of all information and decisions regarding preferences and options that are necessary for the progress of the work.

2. The delivery times stated are not to be considered as final deadlines. Merely exceeding this deadline does not mean that the Contractor is in default by operation of law, and the Client is not entitled to cancel the contract as a result. For this, the Contractor must first be given notice of default.

#### **ARTICLE 9 RISK AND STORAGE**

1. Unless otherwise agreed in writing, the risk of the goods, materials, and work performed will transfer to the Client from the time they are delivered to the destination or from the time that the work commences.

2. If delivery cannot take place on time through no fault of the Contractor, the goods will be stored at the Client's expense and risk.

3. If any payment term is exceeded, the Contractor is entitled to store the goods at the Client's expense and risk and to postpone the first delivery until all overdue instalments have been paid.

#### **ARTICLE 10 RETENTION OF TITLE AND UNDISCLOSED PLEDGING**

1. All goods supplied for or with the work remain the Contractor’s property until the Client has settled its payment obligations in full, including contract extras, extra costs, and interim price increases.
2. In addition, the goods are delivered with an undisclosed pledge in favour of the Contractor. The Client undertakes to cooperate with the statutory requirements for setting up a business for the undisclosed pledge as soon as the Contractor asks the Client to do so.
3. These rights of pledge serve as additional security for the payment of all that the Contractor has to claim from the Client, regardless of the reason.
4. The Client is obliged to notify the Contractor without delay of any interventions by third parties. Expenses incurred and/or losses sustained arising from failing to notify the Contractor immediately are for the Client’s account.

**ARTICLE 11 PAYMENTS**

1. Unless the parties agree otherwise in writing, the following payment agreement applies:

- 30% on contracting
- 30% on commencement of work
- 30% on commencement of fitting and installing
- 5% once fitting and installing is completed or on commissioning prior to completion of fitting and installing.
- 5% on completion.

2. If the implementation of the contract is delayed at the Client’s request, or because the Client does not meet its obligations in time, or if the Client does not enable the Contractor to complete the work in time or to carry out the necessary work, the Contractor will be entitled to claim payment of the instalments that have not yet been paid at the times when these instalments would have become due and payable had the contract been implemented normally. If the Contractor has to store finished goods due to the delay, the Contractor is entitled to charge storage costs.

3. If the Client does not pay within 14 days after the due date at the latest, Client will be in default without notice of default being required.

4. From the due date onwards, the Client will owe an interest payment of 1% of the invoice amount for each month or part thereof by which the due date is exceeded.

5. By merely entering into the contract, the Client is obliged to reimburse any extrajudicial collection costs, including the administrative costs and the costs of legal assistance and advice prior to legal proceedings. The extrajudicial collection costs are calculated as follows:

<b>Principal sum (up to and including)</b>	<b>Applicable percentage</b>	<b>Maximum</b>
€2,500	15% of the principal sum	€375

€5,000	€375 plus 10% of (principal sum – €2,500)	€625
€10,000	€625 plus 5% of (principal sum – €5,000)	€875
€200,000	€875 plus 1% of (principal sum – €10,000)	€2,775
In excess of €200,000	€2,775 plus 0.5% of (principal sum – €200,000)	€6,775

The extrajudicial collection costs amount to at least €40

#### **ARTICLE 12 RESPONSIBILITY FOR THE WORK**

1. The Contractor is responsible for the proper performance of the work.
2. The Contractor accepts no responsibility for a design prepared by the Client or prepared by third parties engaged by the Client; this includes the specifications for the dimensions and materials provided.
3. In the case referred to in paragraph 2, the Contractor is only responsible for the correct fitting and installation, and the Contractor guarantees the soundness of the materials. However, this does not apply if the Client or third parties stipulate a specific brand or treatment of materials.
4. If the Client assigns the responsibility for the design to the Contractor, this must be expressly agreed in writing.
5. If the Client makes material or parts available for further processing or fitting and installation, the Contractor is responsible for correct processing and fitting, but never for the materials or parts themselves.

#### **ARTICLE 13 RESTRICTION OF LIABILITY**

1. The Contractor's liability for damage due to defects in the goods delivered is limited to the net invoiced amount of the goods in question.
2. The Contractor cannot be held liable for indirect damage, including third-party damage or loss of profit.
3. The Contractor cannot be held liable for damage related to the constructions or materials stipulated by the Client, or their shortcomings, or material or parts of the work supplied by third parties on the Client's instructions.
4. In the case referred to in paragraph 3, the Client fully indemnifies the Contractor against all claims for compensation for injury to the personnel of the Contractor and/or third parties, including damage due to or as a result of product liability.

#### **ARTICLE 14 TERMINATION**

1. If the Client fails to meet its obligations arising for it from any contract concluded with the Contractor at all, on time or properly, as well as if the Client goes bankrupt or is granted suspension of payments, or in the event of its company being shut down or liquidated, it will be deemed to be in default by operation of law, without notice of default being required. The Contractor will then be entitled to terminate the contracts between it and the Client insofar as they have not yet been implemented, without recourse to the courts, and to demand payment from the Client for the work already performed and/or deliveries made, as well as compensation for damage, costs, and interest arising from the Client's default and the termination of the agreement, including the profits lost by the Contractor.

2. In the cases referred to in paragraph 1, any claim that the Contractor has against the Client is immediately due and payable. The contract can only be terminated after this period has expired, and only for those obligations that have not yet been fulfilled. In that case, the parties are not entitled to compensation for the damage suffered or to be suffered as a result of the cancellation.

#### **ARTICLE 15 NON-ATTRIBUTABLE BREACH**

1. A non-attributable breach means circumstances that the Contractor did not foresee and that are beyond its control.

2. The Contractor is entitled to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations due to a non-attributable breach.

3. A non-attributable breach includes the fact that the Contractor's supplier and/or subcontractors fail to meet their obligations or do not meet them on time, and circumstances due to the weather, earthquakes, fire, loss or theft of tools, the loss of materials to be processed, roadblocks, strikes or work interruptions, and import or trade restrictions.

4. The Contractor is no longer entitled to suspend the contract if the temporary inability to perform the work lasts for more than six months.

#### **ARTICLE 16 WARRANTY**

1. The Contractor guarantees the proper execution of the agreed performance for a period of three months after delivery or completion. Defects that by their nature can only be discovered after a longer period have a warranty period of one year after the first delivery.

2. The Client is only entitled to invoke a warranty after it has fulfilled all its obligations to the Contractor.

3. If it concerns a partial delivery of the work, the warranty periods come into effect when these parts are completed.

4. The warranty only applies for normal use and only under normal circumstances. This includes ensuring that the atmosphere is sufficiently humid, and the work is not exposed to excessive humidity or dryness, cold, heat, etc.

5. The warranty does not apply:

a) to defects that third parties have already carried out repairs on;

- b) to materials and constructions that client or third parties have stipulated;
- c) to glazing, discolouration of wood, and to minor colour deviations in wood and other materials;
- d) to normal wear and tear;
- e) to improper use.

#### **ARTICLE 17 COMPLAINTS**

The Client no longer has the right to invoke shortcomings in the implementation of the contract if it does not complain to the Contractor in writing, clearly describing the defect, within seven days after it was discovered or should reasonably have been discovered.

#### **ARTICLE 18 DISPUTES**

1. All offers and contracts and the performance thereof are exclusively governed by Dutch law.
2. All disputes, insofar as they are beyond the jurisdiction of the sub-district court, will be settled by the court in the district where the Contractor has its registered office.

#### **ARTICLE 19 FINAL PROVISIONS**

These general quotation, delivery, and payment conditions can be cited as the 'General quotation, delivery and payment conditions of Keijsers Lundiform B.V. filed under number 61043672 on 27-05-2020.

Keijsers Interiors Energiestraat 2a NL-5961 PT HORST T +31 77 397 41 00 info@keijsersinteriors.com  
www.keijsersinteriors.com IBAN NL88ABNA0248034960 Ch. of Comm. 61043672 VAT  
NL854179318B01