

General terms & conditions
Jeroen Kool
handmade furniture & design

Article 1. General

1. Jeroen Kool Handmade Furniture & Design, established in Lijnden, Chamber of Commerce number 27296258, is referred to as a service provider in these general terms and conditions.
2. The other party to the service provider is referred to in these general terms and conditions as the client.
3. Parties are service provider and client together.
4. The agreement means the service agreement between the parties.

Article 2. Applicability of general terms and conditions

1. These terms and conditions apply to all cost indications, quotations, offers, work, agreements and delivery of services and / or goods by or on behalf of the service provider.
2. Deviation from these conditions is only possible if the parties have explicitly agreed in writing.
3. The agreement always contains best efforts obligations for the service provider, not results obligations.

Article 3. Payment

1. Invoices must be paid within 14 days after the invoice date, unless the parties have made different arrangements in writing or a different payment term is stated on the invoice.
2. If the client does not pay within the agreed period, he will be in default by operation of law, without any warning being required. From that moment, the service provider is entitled to suspend the obligations until the client has fulfilled his payment obligation.
3. If the client defaults, the service provider will proceed to collect. The costs related to the collection are for the account of the client. When the client is in default, he owes the service provider statutory interest, extrajudicial collection costs and other damage costs. The collection costs are calculated on the basis of the Reimbursement for Extrajudicial Collection Costs Decree.
4. In the event of liquidation, bankruptcy, seizure or suspension of payment of the client, the claims of the service provider on the client are immediately claimable.
5. If the client refuses to cooperate with the execution of the assignment by the service provider, he is still obliged to pay the agreed price to the service provider.

Article 4. Offers and quotations

1. Offers are without obligation and are valid for a maximum of three months after the date of issue, unless another offer of acceptance is stated in the offer. If the offer is not accepted within the specified period, the offer will expire.
2. Stated costs in the cost indication and delivery times in quotations are indicative and do not entitle the client to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. Parties must agree this explicitly and in writing.

Article 5. Prices

1. The cost indications, quotations and invoices explicitly state whether the mentioned prices include or exclude the VAT due.
2. The prices of goods as stated in the quotation are based on the known cost prices at that time. Increases in this, which could not be foreseen by the service provider at the time of making the offer or the conclusion of the agreement, may give rise to price increases.
3. With regard to the service provision, parties can agree a fixed price when concluding the agreement.
4. If no fixed price has been agreed, the rate with regard to the services will be determined on the basis of the hours actually spent. The rate is calculated according to the service provider's usual hourly rates, valid for the period in which he performs the work, unless a different hourly rate has been agreed upon.
5. If no rate has been agreed based on the hours actually spent, a target price will be agreed for the service, whereby the service provider is entitled to deviate up to 10% from this. If the target price is more than 10% higher, the service provider must inform the client in good time why a higher price is justified. In that case, the client has the right to cancel part of the assignment that exceeds the target price plus 10%.

Article 6. Price indexing

1. The service provider is entitled to increase its rates annually from 1 January.

Article 7. Provision of information by the client

1. The client makes all information that is relevant for the execution of the assignment available to the service provider.
2. The client is obliged to provide all data and documents that service provider believes are necessary for the preparation of the quotation and / or correct execution of the assignment, in a timely manner and in the desired manner.
3. The client guarantees the correctness, completeness and reliability of the data and documents made available to the service provider, even if they originate from third parties, unless the nature of the assignment dictates otherwise.
4. If and insofar as the client requests this, the service provider returns the relevant documents.
5. If the client does not make the data and documents required by the service provider available, or not in time or properly, and the execution of the order is delayed as a result, the resulting additional costs and additional fees will be borne by the client.

Article 8. Withdrawal of the assignment

1. In the case of premature termination of the assignment by the client, the client is obliged to pay the salary owed and the costs incurred by the service provider.

Article 9. Execution of the agreement

1. The service provider implements the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. The service provider has the right to have work performed by third parties.
3. Implementation takes place in mutual consultation and after written agreement of the offer and these general terms and conditions and after payment of any agreed advance / deposit.

4. It is the responsibility of the client that the service can start the assignment in time.

Article 10. Contract duration of the assignment

1. The agreement between client and service provider is entered into for the duration of the assignment, unless the parties have explicitly agreed otherwise in writing.

Article 11. Amendment of the agreement

1. If, during the performance of the work, it appears that, for the proper performance of the assignment, it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation may be affected. The service provider will inform the client of this as soon as possible.
3. If a change or supplement to the agreement has financial and / or qualitative consequences, the service provider will inform the client in writing as soon as possible.
4. If the parties have agreed on a fixed fee, the service provider will indicate in writing to what extent the change or supplement to the agreement will result in this fee being exceeded.

Article 12. Force majeure

1. In addition to the provisions of article 6.75 of the Dutch Civil Code, a shortcoming of a service provider in the fulfillment of any obligation towards the client cannot be attributed to the service provider in the event of a circumstance independent of the will of the service provider, as a result of which the fulfillment of his obligations towards the client is prevented in whole or in part or as a result of which the fulfillment of his obligation cannot reasonably be expected from the service provider. These circumstances include non-performance by suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions and work interruptions.
2. If a situation as mentioned above occurs as a result of which the service provider cannot fulfill its obligations towards the client, then those obligations will be suspended as long as the service provider cannot meet its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties are entitled to dissolve the agreement in writing in whole or in part.
3. In the case as referred to in the second paragraph of this article, the service provider is not obliged to pay compensation for any damage, even if the service provider enjoys any advantage as a result of the force majeure situation.

Article 13. Transfer of rights

1. Rights of one party to this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a clause with property law effect as referred to in article 3.83, second paragraph, of the Dutch Civil Code.

Article 14. Insurance

1. The client is obliged to adequately insure himself and to keep insured against goods such as fire, explosion and water damage and theft.

2. At the request of the service provider, the client provides insight into the policy of this insurance policy / policies.

Article 15. Retention of title, suspension right and right of retention

1. The goods present at the client and the goods and parts delivered remain the property of the service provider until the client has paid the entire agreed price. Until that time, the service provider can invoke his retention of title and take back the goods.
2. If the agreed amounts to be paid in advance are not or not paid on time, the service provider has the right to suspend the work until the agreed part is still paid. There is then a default of creditors. A late delivery cannot in that case be invoked against the service provider.
3. The Service Provider is not authorized to pledge the items that fall under its retention of title and to encumber them in any other way.
4. If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, the service provider is entitled to retention. The product will not be delivered until the client has paid in full and in accordance with the agreement.
5. In the event of liquidation, insolvency or suspension of payment of the client, the obligations of the client are immediately due and payable.

Article 16. Joint and several liability

1. If the assignment is issued by more than one client, all clients are jointly and severally liable for the fulfillment of all obligations arising from these general terms and conditions and the present agreement.

Article 17. Liability

1. Any liability for damage arising from or in connection with the implementation of the agreement is always limited to the amount that is paid out in the relevant case by the (professional) liability insurance policy / policies concluded. This amount is increased by the amount of the deductible according to the relevant policy.
2. The liability limitation also applies if the service provider is held liable for damage that results directly or indirectly from the malfunctioning of the equipment, software, data files or other matters used by the service provider in the performance of the assignment.

Article 18. Client's liability

1. In the event that an order is issued by more than one person, each of them is jointly and severally liable for the amounts owed to the service provider under the order.

Article 19. Indemnity

1. The client indemnifies the service provider against all claims from third parties that are related to the goods or services supplied by the service provider.

Article 20. Complaint obligation

1. The client is obliged to immediately report complaints about the work performed to the service provider in writing. The complaint contains a description of the

- shortcoming that is as detailed as possible, so that the service provider is able to respond adequately.
2. A complaint cannot in any case result in the service provider being obliged to perform other work than agreed.

Article 21. Intellectual Property

1. Unless the parties have agreed otherwise in writing, the service provider retains all intellectual absolute rights (including copyright, drawing and design rights) to all (drafted by him) designs, drawings, writings, media with data or other information, quotations, images, sketches, models, models etc.
2. The aforementioned intellectual absolute rights may not be copied, shown to third parties and / or made available or used in any other way without written permission from the service provider.
3. The client undertakes to maintain the confidentiality of the confidential information made available to him by the service provider. Confidential information means in any case that to which this article relates, as well as the company data. The Client undertakes to impose on its staff and / or third parties involved in the implementation of the agreement a written obligation of confidentiality regarding the scope of this provision.

Article 22. Confidentiality

1. Client keeps the information that he receives (in whatever form) from service provider and all other information concerning service provider that he knows or can reasonably suspect is secret or confidential, or information that he can expect to be disseminated the service provider can cause damage, is secret and takes all necessary measures to guarantee confidentiality.
2. The confidentiality obligation referred to in the first paragraph of this Article does not apply to information:
 - that was already public at the time the client received this information or subsequently became public without a breach of his duty of confidentiality.
 - of which the client can prove that this information was already in his possession at the time it was provided by the service provider.
 - that the client has received from a third party, whereby this third party was entitled to provide this information to the client.
 - that is made public by the client on the basis of a legal obligation.
3. The obligation of confidentiality described in this article applies for the duration of the agreement and continues to apply even after the end of the assignment for an indefinite period.

Article 23. Fine for violation of confidentiality or intellectual property

1. If the client violates the article of these general terms and conditions about confidentiality or intellectual property, the client forfeits an immediately due and payable fine of € 250,- for each service and in addition an amount of € 250,- for each day that the infringement continues. No prior notice of default or legal proceedings is required for the forfeiture of this fine. There is also no need for any form of damage.
2. The forfeiture of the fine referred to in the first paragraph in this article does not affect the other rights of the service provider, including its right to claim damages in addition to the fine.

Article 24. Applicable rights of the competent court

1. Dutch law applies exclusively to every agreement between the parties.
2. If one or more provisions of these general terms and conditions are considered unreasonably onerous in legal proceedings, the remaining provisions will remain in full force.
3. The Dutch court in the district where Jeroen Kool is located is exclusively competent to take cognizance of any disputes between parties, unless the law prescribes otherwise.