

STUDIO · DON

INTERIOR ART

Design / make studio: Studio Don tav: Don Zweedijk
Address: Marnixlaan 97, 3552 HC Utrecht

Article 1 - Definitions and applicability

(1) For the purposes of these General Terms and Conditions: Don Zweedijk: Furniture maker and design practice Client: every natural or legal person who wishes to conclude or has concluded a (sales) agreement with Don Zweedijk.

Work: designs, furniture, maintenance work and all other goods included in the work.

(2) All offers, quotations, entered into (sales) agreements and the delivery thereof made by Don Zweedijk shall be governed by these General Terms and Conditions, unless expressly agreed otherwise in writing.

(3) Stipulations deviating from the stipulations in these General Terms and Conditions shall only be valid if and insofar as they have been agreed upon with Don Zweedijk and have been expressly accepted as such by Don Zweedijk in writing.

Article 2 - Quotations and offers

(1) All offers and quotations as well as data in advertisements and printed matter provided by Don Zweedijk are without obligation, unless expressly agreed otherwise in writing.

(2) Unless otherwise agreed in writing, the price of quotations for an order to deliver a work to be carried out on site and/or to be assembled or part thereof shall not be included in the price: - ground, pile-driving, demolition, foundation, masonry, carpentry, plastering, painting, wallpapering, repairs or other construction work of any nature, nor the costs of connections to the main sewerage, gas or water mains or the electricity network, the levelling and cleaning of floors, walls or ceilings, or the cleaning of items other than those to be supplied; - the more help for moving those parts, which cannot be treated by Don Zweedijk himself, as well as the hoisting equipment and hoists to be used for this purpose.

(3) If the offer or quotation is composed of different amounts, Don Zweedijk shall not be obliged to deliver a part for a corresponding part of the price stated in the offer.

Article 3 - Conclusion and execution of agreements

(1) Agreements are established by written order confirmation, in the form of an offer and/or invoice, by acceptance of an offer in any way or by execution of the order by Don Zweedijk. (2) If and as far as the proper execution of the agreement requires, Don Zweedijk has the right to have certain activities carried out by third parties.

(3) Don Zweedijk reserves the right to make minor changes (both expansion and contraction) to the work, as long as this does not lead to a substantial change in the work. Such amendments to the agreement shall only come into effect once Don Zweedijk has confirmed this in writing.

(4) Changes must be notified to Don Zweedijk in good time and in writing (e-mail or text message).

(5) All alterations to the contracted work, either as a result of a special order from the Client, or as a result of alterations to the work or caused by the fact that the information provided does not correspond to the actual execution of the work, shall be settled if less costs are incurred as a result.

(6) The representative who wishes to enter into an agreement on behalf of the Client must, at the request of Don Zweedijk, prove his authority by means of a signed power of attorney in the matter.

(7) The parties agree that the agreement entered into cannot be dissolved prematurely.

Article 4 - Delivery and delivery period

- (1) All deliveries by Don Zweedijk shall be made ex works. From the moment after correct placement, the risk of loss of or damage to the work, which is the subject of the agreement concluded with the Client, is transferred to the Client.
- (2) Delivery periods given by Don Zweedijk in the offer, quotation and/or agreement are always approximate and never fatal, unless otherwise agreed in writing.
- (3) In case of untimely delivery, the client shall therefore give Don Zweedijk written notice of default and give Don Zweedijk a reasonable period of time to make the delivery. If delivery has still not taken place after this (reasonable) period of time, the Client is entitled to dissolve the agreement entered into with Don Zweedijk.
- (4) In case of default of Don Zweedijk or dissolution of the agreement entered into with Don Zweedijk, as referred to in the previous paragraph, the Principal can neither claim compensation for damages resulting from late delivery nor claim compensation for damages resulting from the dissolution. This limitation of liability does not apply if the damage is the result of gross negligence or intent on the part of Don Zweedijk.
- (5) The customer is obliged to take delivery of the purchased work at the moment the work is delivered to him or her or at the moment the work is actually made available to him or his or her auxiliary person.
- (6) If the Client has not taken delivery of the work after the expiry of the delivery time, refuses to take delivery or is negligent in providing information or instructions necessary for delivery, the work will be stored at the expense and risk of the Client. In that case the Client shall owe Don Zweedijk all additional costs, including in any case storage costs.
- (7) On all delivered products there will be a one-time free service 1 month after the work has been placed. This means that, due to the possible operation of the wood, the problems caused by this will be solved by Don Zweedijk or one of his employees.

Article 5 - Complaints

- (1) It is possible that the work delivered differs from that shown. The work shown is to be understood as an indication of the work as agreed.
- (2) Any complaints with regard to delivery or invoicing must be made in writing within 7 days of delivery of the work on presentation of the order form or within 7 days of the date of the invoice. Client is deemed to have agreed to the delivery or the invoice after the expiry of this period.
- (3) The customer shall in no case be able to assert a claim against Don Zweedijk after the customer has put (part of) the delivered goods into use, processed or treated.
- (4) In case of a justified complaint, Don Zweedijk can, at its choice, either rectify the fault free of charge (unless this is unacceptable to the Client due to the delay caused) or refund the agreed price.
- (5) If a complaint exists with regard to part of the delivery, this shall not give rise to a rejection of the entire delivery.

Article 5 - Dissolution of the Agreement

- (1) Without prejudice to the provisions of the other provisions of the agreement and/or these General Terms and Conditions, parties are entitled to dissolve the agreement with immediate effect, without judicial intervention and by registered letter if:
 - one of the parties is declared bankrupt or is granted a moratorium. This right can only be exercised by the party that is not declared bankrupt or is granted a moratorium;
 - one of the parties ceases its activities and/or is liquidated;
 - one of the parties fails imputably in respect of one or more provisions of the agreement and/or these General Terms and Conditions and fails to fulfil its obligations within thirty days after it has been notified of this by registered letter;

- one of the parties is placed under conservatory or execution attachment;
- one of the parties is dissolved.

Artikel 7 - Payment

(1) Payment of the total principal sum shall be made as follows:

- 50% upon conclusion of the agreement;
- 50% afterwards if the furniture has been placed after satisfaction of the client.

In case of equipment to be supplied (such as built-in kitchen appliances), the total sum of this equipment must be paid before commencement of the work. Client will be invoiced accordingly. Payment must be made within 14 days of the invoice date at the latest, stating the individual contract number and/or invoice number.

(2) Agreements are concluded on the basis of the prices in force at the time of conclusion. Unless stated otherwise, the prices are stated in euros and include turnover tax (VAT) and other government levies.

(3) The time of payment is always the time at which the amount due has been credited to the account of Don Zweedijk.

(4) Payment shall be made by transfer of the amount due to a bank or giro account number to be indicated by Don Zweedijk. Exchange costs and any other additional costs shall be borne by the Client.

(5) Before and during the execution of the order Don Zweedijk is entitled to demand security for correct payment. If the principal continues to provide Don Zweedijk with insufficient security, Don Zweedijk shall be entitled to discontinue further activities.

(6) Client is in default, without any notice of default in any form whatsoever being necessary, if he does not or not timely meet his payment obligation or any other obligation arising from the agreement with Don Zweedijk, these General Terms and Conditions or Dutch law.

(7) If the default is not remedied within a reasonable period of time, Don Zweedijk shall be entitled to rescind the agreement.

(8) The claim for partial or full payment of the agreed price is immediately due and payable in the event of non-payment or late payment of the agreed term, if the Customer is in a state of bankruptcy, applies for suspension of payments or is in a state of suspension of payments, if any attachment has been levied.

(9) If the payment does not take place within the term mentioned in article 7 paragraph 1, the Principal shall forfeit to Don Zweedijk, with retroactive effect to the date of invoice, an immediately payable default interest of 1% per month until the day of full payment. Part of a month is considered a whole month.

(10) The customer waives in advance his right of set-off with regard to the payments to be made to Don Zweedijk.

Article 8 - Collection costs

(1) If Client is in default or in breach of one or more of its obligations, all judicial and extrajudicial costs incurred to obtain payment shall be for Client's account. In any case, the Client owes:

- over the first € 3,500 15% of this amount
- over the excess up to € 7,000 10% of this amount
- over the excess up to € 15,000 8% of this amount
- over the excess up to € 70,000 5% of this amount
- over the excess 3% of this amount