



Eline Wolvers Interior

General Terms & Conditions

Index

Article 1 Definitions	3
Article 2 Applicability of general terms and conditions	3
Article 3 Quotes and contract confirmations	3
Article 4 Fulfilment of Contract	3
Article 5 Honoraria, overhead, costs of third parties	3
Article 6 Honorarium for modified Contract	4
Article 7 Payment and collection costs	4
Article 8 Term and termination	4
Article 9 Delay in the fulfilment of the Contract	4
Article 10 Deviation from the design	5
Article 11 Title and copyright	5
Article 12 Liability and limitation period	5
Article 13 Force majeure	5
Article 14 Dissolution	5
Article 15 Applicable law and settling of disputes	6
Article 16 Location and changes of terms and conditions	6

Eline Wolvers Interior is specialized at interior design & architecture for individuals and companies. Customers can come for design, advice and construction supervision for both individual rooms and an entire building.

These conditions are valid from 1 august 2021.

These conditions may change.

For current information www.elinewolvers.com

Eline Wolvers Interior has it's registered office at
Woestduinstraat 67-1, 1058TB Amsterdam,
Trade register nr. 1234567 Amsterdam.

General Terms & Conditions

Article 1 Definitions

- a. In these general terms and conditions, the following definitions are used:
- b. Eline Wolvers Interior, the contractor that performs work under contract with a counterparty in the area of interior architecture, interior design and styling.
- c. The Client, the natural person, company, partnership or legal person who gives Eline Wolvers Interior a contract as the counterparty to perform work.
- d. The Contract or the Agreement, the Agreement between the Client and Eline Wolvers Interior with respect to the performance of work by Eline Wolvers Interior.
- e. The Project, the premises, building or structure, or part thereof, to which the Contract awarded to Eline Wolvers Interior extends.

Article 2 Applicability of general terms and conditions

- a. These general terms and conditions apply to all quotes and contract confirmations with respect to services and deliveries of items by Eline Wolvers Interior and further to all other agreements closed with Eline Wolvers Interior, all in accordance with the statement on the quote or contract confirmation, unless stated otherwise or the parties expressly derogate from these terms and conditions.
- b. The applicability of the general terms and conditions used by the Client is hereby expressly rejected.
- c. Any derogations from these general terms and conditions are only valid if these are expressly agreed in writing or electronically.
- d. If one or more of the provisions in these general terms and conditions are void or should be voided, the other provisions of these general terms and conditions remain completely and fully in effect. Eline Wolvers Interior and the Client will then consult for the purpose of agreeing to new provisions in replacement of the void or voided provisions, whereby as much as possible the purpose and scope of the original provision is taken into consideration.

Article 3 Quotes and contract confirmations

- a. Quotes from Eline Wolvers Interior are entirely without obligation and can, until the moment that Eline Wolvers Interior has confirmed the Contract, be revoked.
- b. A quote is valid for a maximum of 30 days.
- c. An awarded Contract, in which the services and activities of Eline Wolvers Interior are described, will be confirmed by Eline Wolvers Interior in writing and signed in agreement by the Client. Oral agreements and stipulations are only binding after these are confirmed in writing by Eline Wolvers Interior.

- d. That provided in item 3 of this article does not prejudice the ability of either party to prove the creation of the Contract by other means.
- e. If neither of the parties has confirmed the Contract in writing, or the contract confirmation is not yet signed in agreement by Client, the deposit has been paid and the Client nonetheless consents to Eline Wolvers Interior starting with the fulfilment of the Contract, then the Client will be considered to have awarded the Contract according to the quote.

Article 4 Fulfilment of Contract

- a. Eline Wolvers Interior ensures that it is adequately prepared to take responsibility for the Project that the Contract concerns. Eline Wolvers Interior functions as a fiduciary of the Client.
- b. Eline Wolvers Interior has the right to have certain work performed by third parties, at its own judgement.
- c. Eline Wolvers Interior is entitled to carry out the Agreement in different phases and to invoice the completed part separately.
- d. The Client provides all information and takes all decisions that are necessary for the proper fulfilment of the Contract in a timely manner; in the absence of which, among other things, the date on which (parts of) the Contract will be completed can be delayed.
- e. The Client gives no contracts, orders or instructions with respect to the Project to third parties, without taking Eline Wolvers Interior into account.
- f. The Client will examine the delivery (or have this done), immediately at the moment that the items are made available or the relevant work is completed, as applicable. The Client ought to examine whether the quality and/or quantity of the delivery corresponds with that which is agreed and meets the requirements that the parties have agreed to. If this is not the case, the Client must report this immediately, yet in any case no later than within fourteen days after discovery, in writing to Eline Wolvers Interior. After that term, the Contract will be considered to have been properly executed.

Article 5 Honoraria, overhead, costs of third parties

- a. The fee of Eline Wolvers Interior can be agreed as follows:
 - i. according to a percentage of the final building and furnishing price, increased by additional construction work billed by the respective contractor(s); or
 - ii. on the basis of an hourly rate established in advance; or
 - iii. by agreeing to a fixed amount, excluding the VAT owed by the Client.
- b. The fee intended in item 1 excludes overhead, travel and lodging expenses, duplication and plotting costs, costs of advisors, costs for overseeing the completion of the construction (or having this done), costs of drawing revisions,

costs of measuring (or having this done) and documenting the current state in drawings. These costs will be specified separately as much as possible to the Client when billed.

- c. A separate fee is owed for costs that were unforeseen at the time of the acceptance of the Contract.

Article 6 Honorarium for modified Contract

- a. The Client owes a separate fee for additional work (over work) that Eline Wolvers Interior performs as a result of:
 - a. changes in (governmental) regulations or governmental decisions, or
 - b. changes in the design at the request of the Client or due to circumstances that are not attributable to Eline Wolvers Interior, after the design is established or approved. Eline Wolvers Interior informs the Client in a timely fashion of the nature of the additional work and the costs thereof, unless this is not possible due to the circumstances and performing the additional work permits no postponement or causes no serious delay.
- b. If during the fulfilment of the Contract it appears that additional work must be performed by Eline Wolvers Interior or a third party is to be hired by Eline Wolvers Interior for the proper fulfilment of the Contract, without this being the result of the situations intended in item 1, then the parties will modify the Agreement in mutual consultation.

Article 7 Payment and collection costs

- a. Payment must always be made within 14 days after the invoice date, in a way to be indicated by Eline Wolvers Interior in the currency invoiced, unless otherwise indicated by Eline Wolvers Interior in writing. Eline Wolvers Interior is entitled to invoice periodically.
- b. If Client remains in default of the timely payment of an invoice, then the Client is legally in default, without a further notice of default being required. The Client then owes interest of 2% per month, unless the statutory interest is higher, in which case the statutory interest is owed. The interest over the outstanding amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount owed.
- c. Eline Wolvers Interior has the right to apply payments made by the Client first to cover the costs, then to cover the outstanding interest and finally to reduce the principal amount and the current interest.
- d. Eline Wolvers Interior can, without being in default, refuse an offer of payment, if the Client directs a different sequence for application of the payment. Eline Wolvers Interior can refuse the complete discharge of the principal, if the outstanding and current interest and collection costs are not also satisfied.
- e. Objections to the amount of an invoice do not suspend the payment obligation of the Client.

- f. After the Client is in default of the (timely) fulfilment of the obligations, all reasonable costs for obtaining satisfaction outside court will be borne by the Client. The extra-legal costs will be calculated on the basis of that which is usual at that moment in the Dutch collections practice. If Eline Wolvers Interior, however, has incurred higher costs for collection that were reasonably necessary, the actual costs incurred are eligible for compensation. Any legal and process fees will also be recovered from the Client. The Client also owes interest over the collection costs.
- g. All claims of Eline Wolvers Interior become immediately payable when suspension of payments or debt restructuring in the sense of article 284 ff of the Bankruptcy Act is requested with respect to the Client, or the Client is declared in a state of bankruptcy, or otherwise experiences payment difficulties. The same applies if the Client converts the Client's company to another legal form, or transfers the company to a third party, or relocates the headquarters and/or domicile abroad.

Article 8 Term and termination

- a. With consideration of item 2 of this article, the Contract can be terminated prematurely, without there being an attributable shortcoming in the fulfilment of the Contract by one of the parties. This termination must be done by registered letter with a statement of the reason for termination.
- b. Upon premature termination of the Contract by the Client without there being any attributable shortcoming in the fulfilment of the Contract by Eline Wolvers Interior, as well as upon premature termination by Eline Wolvers Interior due to attributable actions of the Client, Eline Wolvers Interior is entitled to claim:
 - a. 125% of the honorarium, calculated according to the state of the work at the time of the termination and
 - b. compensation for all costs incurred and to be incurred deriving from the obligations that Eline Wolvers Interior has already taken on at the time of the termination, with an eye to the fulfilment of the Contract.

Article 9 Delay in the fulfilment of the Contract

- a. If the fulfilment of the Contract is delayed or interrupted due to circumstances that cannot be attributed to Eline Wolvers Interior, then the Client is obligated to pay the costs that are caused by this delay or to reimburse Eline Wolvers Interior for them, as applicable.
- b. Insofar as possible, Eline Wolvers Interior will inform the Client in a timely manner about the delay and the costs that this incurs.

Article 10 Deviation from the design

Deviations of limited impact between on the one hand the work delivered by Eline Wolvers Interior and on the other hand the original design cannot form a reason for rejection, discount, damage compensation or dissolution of the Contract. Deviations that, considering all the circumstances, reasonably have no or a minor influence on the usability of the design will always be considered to be deviations of a limited impact.

Article 11 Title and copyright

- a. Originals of drawings, sketches, bids, budgets, estimates, reports and other documents that Eline Wolvers Interior has created for the fulfilment of the Contract remain the property of Eline Wolvers Interior, regardless of whether these have been made available to the Client or to third parties.
- b. Eline Wolvers Interior has with the exclusion of any other the right of realization, publication, duplication and reuse of its designs, sketches, photos and all other illustrations of its design, as intended in the Copyright Act of 1912 or the Benelux act with respect to drawings and models, regardless of whether these are made available to the Client or to third parties.
- c. It is not permitted for the Client to reuse (or have this done) the implementation of a design by Eline Wolvers Interior, or a part thereof, without the express permission of Eline Wolvers Interior .
- d. Eline Wolvers Interior has the freedom to use the design for its own publicity or promotion, without prior consent from Client. It will take the justified interests of the Client into consideration in doing so.

Article 12 Liability and limitation period

- a. If certain parts of the Contract, including structural and installation recommendations, are completed by third parties, Eline Wolvers Interior is not liable for these parts and for the actions of these third parties. These third parties must be addressed independently in such cases.
- b. Eline Wolvers Interior is not liable for indirect damage of the Client or third parties, including consequential damage and commercial damage.
- c. Eline Wolvers Interior is authorized to rectify errors for which it is liable at its own expense and/or to limit or relieve the damage resulting from the errors.
- d. Eline Wolvers Interior is not liable for damage, of any kind whatsoever, arising because Eline Wolvers Interior has relied on incorrect and/or incomplete information provided by or on behalf of the client.
- e. If the design of Eline Wolvers Interior cannot be completed for the estimated construction price and this circumstance is completely attributable to Eline Wolvers Interior, then Eline Wolvers Interior is only required to revise the design, without

being liable for any extra costs. The costs of revision of the design will in that case be borne by Eline Wolvers Interior .

- f. Eline Wolvers Interior has professional liability insurance with respect to its liability as intended in this article. At the request of the Client, Eline Wolvers Interior will provide the relevant documentation that shows that the insurance obligation has been fulfilled.
- g. The liability of Eline Wolvers Interior is in any case limited to the amount for which Eline Wolvers Interior is insured, but will never amount to more than twice the amount that is or would be owed under the Contract.
- h. Any claim for damage compensation expires if the claim is not made known with sufficient support to Eline Wolvers Interior within 14 days after the damage or defect is noted. In any case, any claim for damage compensation expires if this has not been referred to the court within one year after the day on which the Contract ends due to completion or termination.

Article 13 Force majeure

1. 'Force majeure' will be understood to mean any circumstance that permanently or temporarily hinders fulfilment of the Contract, and that cannot be attributed to Eline Wolvers Interior . This includes, among other things: strikes in companies with which Eline Wolvers Interior has closed agreements for the benefit of fulfilling the Contract , a general lack of the necessary raw materials, unforeseeable stagnation of suppliers, as well as, insofar as not already included, the case that the person affiliated with Eline Wolvers Interior is mentally or physically hindered from properly fulfilling the Contract.
2. Eline Wolvers Interior also has the right to rely on force majeure if the circumstance that causes the force majeure first arose after Eline Wolvers Interior should have fulfilled its commitment.
3. In the case of force majeure, Eline Wolvers Interior has the right to suspend its obligations. If the hindrance of fulfilment as a result of force majeure lasts longer than two months, both parties are authorized to dissolve the Agreement, without one of the parties owing damage compensation.
4. If Eline Wolvers Interior has already partially met its obligations at the start of the force majeure, or can only fulfil its obligations in a limited way, Eline Wolvers Interior is entitled to declare this part separately, and the Client is required to pay this separate declaration.

Article 14 Dissolution

If, after the closing of the Agreement, Eline Wolvers Interior learns of circumstances that give good grounds to fear that the Client will not fulfil its obligations, Eline Wolvers Interior is entitled to wholly or partially dissolve the Agreement without judicial intervention and to demand reimbursement for costs,

damage and interest, unless the Client offers appropriate security at first request for the fulfilment of Client's obligations.

Article 15 Applicable law and settling of disputes

1. Exclusively Dutch law applies to all legal relationships to which Eline Wolvers Interior is a party, even if a commitment will be wholly or partially fulfilled abroad or if the counterpart involved in the legal relationship has domicile abroad. The applicability of the Vienna Convention is excluded.
2. The court in the place of the legal seat of Eline Wolvers Interior is exclusively authorized to review disputes, unless the law mandates otherwise. Nonetheless, Eline Wolvers Interior has the right to present the dispute to the court deemed competent by law.
3. Parties will first turn to the courts after they have made every effort to resolve a dispute in mutual consultation.

Article 16 Location and changes of terms and conditions

The general terms and conditions are published on elinewolvers.com

The general terms and conditions can be requested separately from Eline Wolvers Interior via email: info@elinewolvers.com

The last-published version or the version that applied at the time of the creation of the legal relationship with Eline Wolvers Studio always applies.

These terms and conditions are on file with the Chamber of Commerce with Eline Wolvers Interior