

General Conditions DDF | Dutch Deco Factory

1. DEFINITIONS

In these general conditions, the following terms are used in the following meaning, unless explicitly stated otherwise:

- User: the user of the general condition of Dutch Deco Factory having its registered office in Erp, and principal place of business at (5469 EM) Hoogven number 14A, in Erp, registered at the Chamber of Commerce Netherlands, number 72447680;
- Buyer: the user's counterparty, acting in the exercise of a profession or business and private persons;
- Agreement: the agreement between user and buyer.

2. GENERAL

1. The provisions of these general terms and conditions apply to every offer and every agreement between the user and a buyer, insofar as the parties have not deviated expressly and in writing from these terms and conditions.
2. These terms and conditions also apply to all agreements with the user, for the implementation of which third parties must be involved.
3. The buyer's general terms and conditions only apply if it has been expressly agreed in writing that they apply to the agreement to the exclusion of these terms and conditions.
4. If one or more provisions in these general terms and conditions are void or should be destroyed, the other provisions of these general terms and conditions remain fully applicable. User and buyer will then consult in order to agree on new provisions to replace the void or voided provisions, whereby if and insofar as possible the purpose and purport of the original provision will be observed.
5. If there is uncertainty about the explanation of one or more provisions of these general terms and conditions, then the explanation must be given "in the spirit" of these provisions.
6. If a situation arises between parties that is not regulated in these general terms and conditions, this situation must be assessed "in the spirit" of these general terms and conditions.
7. If the user does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the user would lose the right to demand strict compliance with the provisions of these conditions in other cases.

3. OFFERS AND QUOTATIONS

1. All offers are without obligation, unless the offer contains a term for acceptance.
2. The offers made by the user are without obligation; they are valid for fourteen days unless otherwise indicated. The user is only bound by the offers if the acceptance thereof is confirmed in writing by the buyer within fourteen days.
3. Delivery times in quotations from the user are indicative and are never a strict deadline. If a term is exceeded, the buyer must therefore give the user written notice of default. User must be offered a reasonable period to still execute the agreement.
4. The user cannot be held to his quotes or offers if the buyer can reasonably understand that the quotes or offers, or any part thereof, contain an obvious mistake or error.
5. The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies, as well as shipping and any transport and packaging costs, unless explicitly stated otherwise.
6. If the acceptance deviates (on minor points) from the offer included in the offer, the user is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the user indicates otherwise.
7. A composite quotation does not oblige the user to deliver part of the goods included in the offer or quotation at a corresponding part of the stated price.
8. Offers or quotations do not automatically apply to repeat orders.

4. IMPLEMENTATION OF THE AGREEMENT

1. The user will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of science.
2. The user has the right to have certain work done by third parties.
3. The buyer shall ensure that all data, which the user indicates is necessary or which the buyer should reasonably understand to be necessary for the execution of the agreement, is provided to the user in a timely manner. If the information required for the execution of the agreement has not been provided to the user in time, the user has the right to suspend the execution of the agreement and / or to charge the additional costs resulting from the delay to the buyer at the usual rates.
4. The user is not liable for damage of any kind, because the user has assumed incorrect and / or incomplete information provided by the buyer, unless the user should be aware of this inaccuracy or incompleteness.
5. If it has been agreed that the agreement will be executed in phases, the user can suspend the execution of those parts that belong to a subsequent phase until the buyer has approved the results of the preceding phase in writing.
6. If activities are carried out by the user or third parties engaged by the user in the context of the assignment at the location of the buyer or a location designated by the buyer, the buyer shall provide the facilities reasonably required by those employees free of charge.

5. DELIVERY

1. Delivery takes place at the user's workshop / warehouse.
2. The buyer is obliged to purchase the goods when the user delivers them or has them delivered to him, or at the time when these are made available to him in accordance with the agreement.
3. If the buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the user is entitled to store the goods at the expense and risk of the buyer. In that case, the user may charge the garage reasonable storage or storage costs. Costs per month for indoor parking € 300.00 and for outdoor parking € 150.00 per calendar month. Charge will be calculated per day and pro rata.
4. If the goods are delivered, the user is entitled to charge any delivery costs. These will then be invoiced separately.
5. If the buyer is negligent in providing information or instructions that are necessary for the execution of the agreement, the delivery time will commence after the buyer has made this correctly and completely available to the user.
6. User is entitled to execute the agreement in different phases and to invoice the thus executed part separately.

6. SAMPLES AND MODELS

1. If a sample or model has been shown or provided to the buyer, then it is presumed that it has only been provided as an indication without the item having to correspond, unless it is expressly agreed that the item will correspond to it.
2. In the case of contracts relating to immovable property, the indication of the surface area or other dimensions and indications is also presumed to be intended as an indication only, without the object having to correspond to this.

7. INQUIRY AND COMPLAINTS

1. The buyer is obliged to inspect the goods delivered or to have them inspected at the time of delivery or at least within seven days. In doing so, the buyer should investigate whether the quality and quantity of the delivered goods correspond with what has been agreed, or at least meet the requirements that apply in normal (commercial) traffic.
2. Any visible defects or shortages must be reported to the user in writing within seven days of delivery. Invisible defects or shortages must be reported within three weeks after discovery, but at the latest within 3 months after delivery.
3. The buyer must give the user the opportunity to investigate a complaint or have it investigated.
4. If, in accordance with the previous paragraph, a complaint is submitted in time, the buyer remains obliged to purchase and pay for the purchased goods.

5. In case of well-founded and timely complaints, the buyer will enable the user to repair the defect. User can also pay a replacement fee, to be paid to buyer or credit a proportional part of the invoice.
6. If it is established that a complaint is unfounded, the costs incurred by the user in this regard will be fully borne by the buyer.

8. FEES, PRICE AND COSTS

1. If the user has agreed a fixed sales price with the buyer, the user is nevertheless entitled to increase the price if the increase in the price arises from a power or obligation under the law or regulations or is caused by an increase in cost-determining price. factors such as the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when the agreement was entered into.
2. The prices used by the user are exclusive of VAT and any other levies, as well as any costs to be incurred under the agreement, including shipping and handling costs, unless stated otherwise.

9. AMENDMENTS TO THE AGREEMENT

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change and / or supplement the work to be performed, the parties will adjust the agreement accordingly in time and in mutual consultation. A change in or addition to the agreement only applies if it has been accepted by the user and the buyer (preferably in writing).
2. Changes to the original agreement, of whatever nature, made in writing or orally by or on behalf of the buyer, which cause higher costs than those that could be counted on in the quotation, will be charged extra to the buyer.
3. After the order has been given, any changes to the execution thereof required by the buyer must be notified to the user in writing by the buyer in good time. If the changes are communicated orally or by telephone, the risk for the implementation of the changes is borne by the buyer.
4. If the agreement is changed, including a supplement, the user is entitled to implement it only after approval has been given by the person authorized within the user and the buyer has agreed to the price and other conditions stated for the execution. , including the time to be determined at that time at which it will be implemented.
5. If the parties agree that the agreement will be changed and / or supplemented, the time of completion of the execution can be influenced by this. The user will inform the buyer of this as soon as possible.
6. If the change and / or addition to the agreement has financial and / or qualitative consequences, the user will inform the buyer in advance.
7. If a fixed rate has been agreed, the user will indicate to what extent the change or supplement to the agreement will result in the fixed rate being exceeded.

10. PAYMENT

1. Payment must be made in cash or within an agreed term after the invoice date, in a manner to be indicated by the user, in the currency in which the invoice was made. User is entitled to invoice periodically. Objections to the amount of the invoices do not suspend the payment obligation.
2. If the buyer fails to pay within the agreed term, the buyer will be in default by operation of law. The buyer then owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. The interest on the due and payable amount will be calculated from the moment that the buyer is in default until the moment of payment of the full amount. User also has the right to keep goods of buyer / client under its own management if buyer / client defaults.
3. The user has the right to have the payments made by the buyer go first of all to reduce the collection costs, then to reduce the interest still due and finally to reduce the principal and accrued interest. The user can, without being in default, refuse an offer for payment, if the buyer designates a different sequence for the allocation. User can refuse full payment of the principal sum, if the vacant and accrued interest as well as the collection costs are not also paid.

11. RESERVATION OF PROPERTY

1. All goods delivered by the user, including any designs, sketches, drawings, files, etc., remain the property of the user until the buyer has fulfilled all the following obligations under agreements concluded with the user.
2. The buyer is not authorized to pledge the goods falling under the retention of title or to encumber them in any other way.
3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the buyer is obliged to inform the user of this as soon as may reasonably be expected.
4. The buyer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.
5. Goods delivered by the user that fall under the retention of title under the provisions of paragraph 1 of this article may only be resold in the context of normal business operations and may never be used as a means of payment.
6. In the event that the user wishes to exercise his property rights indicated in this article, the buyer already gives unconditional and irrevocable permission to the user or third parties to be designated by him to enter all those places where the user's properties are located and which take things back.

12. WARRANTY

1. User guarantees that the goods to be delivered under the agreement meet the usual requirements and standards that can be set and are free from any defects.
2. The guarantee referred to in paragraph 1 of this article applies if, at the time of entering into the agreement, the guarantee was explicitly stated in writing to the buyer / client.
3. The guarantee referred to in paragraph 1 of this article applies for a period of 12 months after delivery under the agreement.
4. If the goods to be delivered do not meet these guarantees, the user will replace the goods within a reasonable term after receipt thereof or, if return is not reasonably possible, written notification of the defect by the buyer, at the choice of the user, or ensure recovery. In the event of replacement, the buyer already undertakes to return the replaced item to the user and to transfer ownership to the user.
5. The guarantee referred to in this case does not apply to spray painting, if the object to be sprayed has been sanded, pre-treated, treated, plastered, welded, by someone other than the user.
6. If it is necessary to spray over sheet metal with oxidation and these parts will oxidize, there is no guarantee, even if the parts of the inside oxidize. To prevent this, all sheet metal below 80cm must be replaced in this case.
7. No warranty is given for colour difference unless spraying is allowed. Any colour difference without spraying is normal. This is because the colours of goods from four to five years start to weather, mainly due to the sun.
8. The warranty referred to in this case does not apply if the defect has arisen as a result of improper or improper use or if, without written permission from the user, the buyer or third parties, have made changes or attempt to make changes to the item or have used them for purposes for which the item is not intended.
9. If the warranty provided by the user concerns an item that was produced by a third party, the warranty is limited to that provided by the producer of the item.
10. Under warranty, the producer can never be called upon for consequential damage.

13. COLLECTION COSTS

1. From the moment that the buyer is in default, the buyer is also obliged to reimburse all judicial and extrajudicial costs and execution costs related to the collection of the invoiced amounts. The extrajudicial costs are set at 15% of the principal sum, with a minimum of € 40.00 excluding VAT, unless the law provides otherwise.
2. If the user has incurred higher costs, which were reasonably necessary, these will also be eligible for reimbursement.

14. SUSPENSION AND DISSOLUTION

1. The user is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if:
 - a) the buyer does not or does not fully fulfill the obligations under the agreement;
 - b) after the conclusion of the agreement, the user becomes aware of circumstances that give good reason to fear that the buyer will not fulfill the obligations. If there is good ground to fear that the buyer will only partially or improperly fulfill his obligations, the suspension is only permitted insofar as the shortcoming justifies it;
 - c) the buyer was asked to furnish security to guarantee the fulfillment of his obligations under the agreement when the contract was concluded and that this security is not provided or is insufficient. As soon as security has been provided, the authority to suspend and dissolve will lapse, unless this satisfaction has been unreasonably delayed as a result.
2. Furthermore, the user is authorized to dissolve the contract or have it dissolved if circumstances arise which are of such a nature that fulfillment of the contract is impossible or can no longer be required according to the standards of reasonableness and fairness, or if circumstances arise which otherwise entail. nature that unaltered maintenance of the agreement cannot reasonably be expected.
3. If the agreement is dissolved, the user's claims against the buyer are immediately due and payable. If the user suspends fulfillment of the obligations, he retains his rights under the law and the agreement.
4. The user always reserves the right to claim compensation.

15. LIABILITY

1. Direct damage exclusively means:
 - a) the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
 - b) any reasonable costs incurred to have the defective performance of the user comply with the agreement, unless this defect cannot be attributed to the user;
 - c) reasonable costs incurred to prevent or limit damage, insofar as the buyer can demonstrate that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
2. The user is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
3. The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence of the user or his subordinates.
4. Parking on the premises of the user, public road or parking lane is entirely at your own risk. User is not liable for damage, damage and / or collisions.
5. The Client must immediately check the products for any defects upon receipt. The client can no longer invoke a defect in the performance if he has not complained about this in writing to the contractor within seven days of receipt of the product.

16. TRANSFER OF RISK

1. The risk of loss or damage to the products that are the subject of the agreement is transferred by the buyer at the moment when these are legally and / or factually delivered to the buyer and thereby under the control of the buyer or by a buyer to be wise third parties are brought.

17. FORCE MAJEURE

1. If the user cannot, not timely or properly fulfill the obligations under the agreement as a result of a cause that cannot be attributed to the user, those obligations will be suspended until the user is still able to fulfill them in the agreed manner. Force majeure is in any case understood to mean illness on the part of the user.
2. If the period in which performance of the obligations of the user is not possible due to force majeure lasts longer than two months, the parties are authorized to dissolve the agreement without any right of the buyer to compensation. What has already been performed under the agreement will then be settled proportionally.
3. Force majeure in these general terms and conditions means, in addition to what is understood in this respect by law and jurisprudence, all external causes, foreseen or unforeseen, over which the user cannot influence, but as a result of which the user is unable to fulfill his obligations. to come. This includes strikes in the user's company and pandemics.
4. The user also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the user should have fulfilled his obligation.
5. For as much user that at the time of the occurrence of force majeure has partially fulfilled his obligations under the agreement or will be able to fulfill them and that the part that has been fulfilled or to be fulfilled has independent value, the user is entitled to fulfill or already fulfill to be invoiced separately. The buyer is obliged to pay this invoice as if it were a separate agreement.

18. DISCLAIMERS

1. The buyer indemnifies the user against claims of third parties with regard to intellectual property rights on materials or data provided by the buyer, which are used in the execution of the agreement.
2. If the buyer provides the user with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free from viruses and defects.
3. The buyer is obliged to assist the user in and out of court if the user is held liable on the basis of the first paragraph of this article and to immediately do everything that can be expected from the buyer in that case. If the buyer fails to take adequate measures, the user is entitled, without notice of default, to do so himself. All costs and damage on the part of the user and third parties resulting from this, will be fully for the account and risk of the buyer.

19. INTELLECTUAL PROPERTY AND COPYRIGHTS

1. He reserves all intellectual property rights on all designs, images, drawings and models provided by the user. Reproduction, publication and copying are only permitted with the user's express written permission.
2. The designs, images, drawings and models referred to in the first paragraph remain the user's inalienable property and must be returned without delay at his first request.
3. For any act performed contrary to this provision, the buyer will owe a fixed fine of € 5,000.00, without prejudice to the user's right to claim full compensation.

20. APPLICABLE LAW AND DISPUTES

1. These general terms and conditions are exclusively governed by Dutch law. Any disputes will be submitted to the East Brabant court in 's-Hertogenbosch.