

These general terms and conditions shall apply to all offers, purveyances, agreements, executions and other obligations, insofar as parties have not explicitly agreed otherwise in writing, that are, be it directly or indirectly, connected with the work and other business activities of Jacco Maris Design

hereinafter to be referred to as: JMD.

The opposite party is referred to as client

DEFINITIONS:

Article 1:

Concerning the agreements and legal actions entered into by JMD, the meaning of the following is:

- design, the goods to be manufactured, by virtue of the agreement, related to the interior with all parts, in the broadest sense of the word.
- interior, the internal part of buildings and houses pertinent to furnishing in general
- delivery time, the time agreed upon with client, within which the goods to be manufactured must be delivered.
- term of payment, the time fixed within which client must have made the payment for the delivered goods.
- retention of title, the proprietary right that JMD retains to the goods delivered by him but not yet sold by client, until all debts have been paid.

TENDERS AND ORDERS:

Article 2:

1. The prices and quotations appearing in price-lists, circular letters, advertisements and other offers published by JMD, as well as tenders given out by JMD, shall always be valid for three months at most, unless stated otherwise in writing, while furthermore JMD retains the right to revoke this offer within two working days after receipt of the notification of acceptance of an offer made by JMD.
2. All tenders, offers, order confirmations and the like are based on data at the disposal of JMD during the period of publication. If changes occur with regard to circumstances on which JMD has based above-mentioned published tenders, offers or order confirmations, JMD is authorised to discount these changes in the engagement / agreement or to adjust the prices, without prejudice to the stipulations in article 2, paragraph 1 and article 5, paragraph 2.

ILLUSTRATIONS:

Article 3:

1. Illustrations, drawings, weights and measures and the like, which JMD provides in catalogues, and circular letters or any other means of publication, shall not bind JMD to anything and are solely meant to give a general representation of that which JMD offers.
2. Slight and non-essential deviations shall not entitle client to refuse ordered goods or payment of the purchase price, nor shall it entitle client to demand adaptation of his obligations or any form of reimbursement from JMD.

REPRESENTATION:

Article 4:

1. Engagements / agreements entered into in the name of JMD shall only bind JMD if entered into or acknowledged, which acknowledgement must be explicit and in writing, by the competent managing director of JMD or the representative appointed / assigned by him.
2. Only JMD can appeal to the shortcoming with regard to the transactional power mentioned in paragraph 1.

PRICES:

Article 5:

1. All cost prices trade prices used by JMD shall be in European euro, unless agreed upon otherwise, and do not include sales taxes.

2. Prices are without engagement and can be adjusted by JMD at all times in conformity with and without prejudice to the stipulations in article 2, provided that if the price is not adjusted in such a way as is indicated in article 2, paragraph 2, client is permitted to dissolve the agreement without otherwise being able to claim damages or refer to any right to suspend performance or settlement towards JMD.
3. Client shall not be entitled to the right of dissolution mentioned in paragraph 2 if the price adjustment is caused by him and should be borne by him.

PAYMENT:

Article 6:

1. Payment must be made by transfer to an (IBAN) bank account number indicated by JMD.
2. Payment must be made in European euro, unless otherwise agreed in writing.
3. The payment term is 15 days after the invoice date, unless otherwise agreed in writing. The Client can not invoke any discount, settlement or suspension.
4. After receiving payment, JMD starts production, unless otherwise agreed in writing.
5. If payment after delivery has been agreed, a credit limit of € 5,000 (including VAT) applies.
6. If an invoice is not paid on time, JMD is entitled to suspend the execution of the agreement. JMD is not liable for any damage resulting from such a suspension.

DEFAULT:

Article 7:

1. As soon as client fails to fulfil (in due time) any obligations due and payable towards JMD resulting from the agreement (also including these terms and conditions), client shall be in default without any proof of default.
2. If client exceeds any term resulting from the agreement (understood to be these terms and conditions), client shall be in immediate default.
3. Without prejudice to the right to claim specific performance, to dissolve the agreement, or to suspend his obligations towards client, JMD shall furthermore be entitled, as soon as client is in default on account of his non-financial obligations, to claim damages for the damage sustained by JMD as a result of the default and shortcoming of the sustained damage estimated at one and a half times the purchase money which client would owe JMD from the moment of default until the cure of default.
4. As soon as client is in default, all claims of JMD against client shall be forthwith due and payable without reserve.
5. Notwithstanding the default, JMD shall be entitled to dissolve the agreement if reasonable grounds exist that client shall not meet his obligations, become bankrupt or apply for a suspension of payments order, the things mentioned without proof of default or recourse to the court and without prejudice to other rights of JMD such as the right to claim damages.
6. JMD shall be in default after client has served notice upon JMD and if JMD does not meet his contract obligations within the above-mentioned reasonable term of proof of default. The terms mentioned in the agreement do therefore not hold as stature of limitation with regard to JMD.

COLLECTION:

Article 8:

1. After the expiration of the payment term, client is legally in default. In this case the statutory (commercial) interest is due on the payable amount.
2. All costs that have to be incurred by JMD to settle the claim in and out of court are at the client's expense. The extrajudicial collection costs are calculated according to the extrajudicial collection costs, with a minimum of € 150.

3. If the agreement was jointly concluded with two clients or more, they shall each be jointly and severally liable for the fulfilment of the obligations resulting from the agreement.
4. JMD shall retain the proprietary right, having regard to the stipulations elsewhere in these terms and conditions, to the goods delivered by JMD until client has fulfilled his payment obligation towards JMD on account of or in relation to the made deliveries or services provided, including costs and interest. From this right results that JMD shall be able to claim the goods client has on hand in the event of non-payment, suspension of payment and bankruptcy to the amount of the outstanding claim, calculated from the value at delivery, without recourse to the court. This retention of title also implies that client shall not be authorised to alienate, pawn, or pledge the delivered goods or in any way take them out of the power of the company until all obligations have been met.

COMPLAINTS:

Article 9:

1. Complaints must be received within seven days after the date on which the fact client refers to occurred, on penalty of dissolution of all client's rights.
2. Complaints must be addressed to JMD, in writing only, accompanied by a detailed and clear description of the grievances and stated shortcomings.
3. The evidence of a timely complaint shall always rest with client.
4. Client is obliged to enable JMD to cancel the shortcomings.
5. Any legal actions taken by client against JMD must be taken on penalty of dissolution of all rights and within six months after the agreement is concluded.

FORCE MAJEURE:

Article 10:

1. If circumstances arise without the will and consent of JMD, no matter if these were foreseeable when the agreement was entered into, which are of such kind that JMD cannot reasonably be held to fulfil the agreement, JMD shall have the right to annul the agreement wholly or partially, without being bound to any indemnification. By the mentioned circumstances is meant (among other things):
2. War and danger of war, strikes, demonstrations, war risks, revolts, acts of terrorism, ice drift, floods, damage caused by water, storms, fires, interruption of operations, accidents, staff shortage, import and / or export prohibitions, (Dutch or foreign) government body measures and furthermore all circumstances such as exchange rate fluctuations, that make the agreement more difficult for JMD and / or more costly than it was when the agreement was concluded.

LAW:

Article 11:

1. Only Dutch law applies to the agreement between JMD and client.
2. Disputes will in first instance be tried by the competent judge at the location of JMD. Nevertheless, JMD has the right to submit the matter to the court of the client's place of residence.



DELIVERY:

Article 12:

1. Unless otherwise agreed, delivery is based on ex works. The goods are transported at the expense and risk of the client, who must provide adequate insurance. If the customer refuses to take delivery or fails to provide information or instructions necessary for delivery, JMD is entitled to store the goods at the expense and risk of the client.

2. Client is obliged to check the delivered products at the time of delivery. Immediate visible defects must be made known on the waybill or delivery document and must be submitted to JMD immediately, but no later than 24 hours after receipt of the goods, by e-mail or in writing.

3. Additional costs for special packaging, customs documents or customs costs are not included and are at the client's expense.

INDEMNIFICATION:

Article 13:

1. Client shall safeguard JMD against all claims made by third parties against JMD pertinent to the application, in the broadest sense of the word, from the moment the goods have been received and accepted.

EXCLUSIONS AND LIMITATIONS OF LIABILITY:

Article 14:

1. Except for that which has been laid down in this agreement, JMD shall explicitly not be liable for:

2. Damage caused by any patent and latent faults in the delivered goods, no matter how these came into existence, except if these faults were caused intentionally or by gross negligence on the part of JMD.

3. Damage caused by adaptation, repair or installation of the delivered goods by third parties.

4. Damage caused by changes in statutory regulations or the handling of legal and inspection standards.

5. Material or immaterial damage caused by application, installation or adaptation of the delivered goods. All things mentioned in the broadest sense of the word.

FINAL ARTICLE:

Article 15:

Deviations from this agreement shall be legally valid if these have been agreed upon in writing. Anything not covered by these terms and conditions shall fall under statutory provisions.

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