

General Terms and Conditions

Bright Nature Interiors

V1704EN

General Terms and Conditions of Bright Nature Interiors, established at Panamalaan 2K 1019 AZ, in Amsterdam, the Netherlands, registered with the Chamber of Commerce under number 59752793.

Artikel 1 Definitions

- Client: The one who has accepted the validity of these General Terms and Conditions and has purchase the product and/or had given instructions for the provision of the Service.
- Company: The Client acting in the exercise of a trade or profession.
- Consumer: The Client not acting in the exercise of a trade or profession.
- Contract: The service agreement.

Article 2 General

- These General Terms and Conditions apply to every offer quotation and Contract entered into between User and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.
- These General Terms and Conditions are also applicable to contracts with User for the implementation of which third parties must be involved.
- Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with User in writing.
- The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.
- If one or more provisions of these General Terms and Conditions are voided or voidable, the other provisions of these General Terms and Conditions remain in effect. User and the Client will consult with each other to agree new provisions to replace the void or voided ones, whereas, if and as far as possible, comply with the purpose and intent of the original provision.
- If and as far as possible because of the reasonableness and fairness or because of the unreasonable character of any provision of these General Terms and Conditions it's not possible to invoke the provision, then that provision will apply as far as possible to the content and the intent of the provision, so that the provision can be invoked.

Article 3 Offers and quotations

- All offers are non-binding, unless a period for acceptance is stated in the offer.
- The offer and/or quotation will apply as long as the stocks last.
- All offers and/or quotations are non-binding, unless a period for acceptance is stated in the offer and/or quotation. If in the offer and/or quotation a period for acceptance is stated the offer or quotation will lapse after this period has expired.
- If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then User is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless User indicates otherwise.
- A composite offer and/or quotation do not oblige User to perform an element of the Assignment for a corresponding part of the stated price.
- Offers and/or quotations do not automatically apply to future orders or reorders.
- Amendments of the price made by suppliers, material costs and writing errors reserved.
- The offered examples, footage and presentations may differ in composition, image composition, amount, ratio and color from the ultimately supplied (image) materials and/or products.
- Ordered goods and services are manufactured per order, possibly partially, specially made and cannot be returned.

Article 4 Formation of the contract

The Contract comes into being through the timely acceptance by the Client of User's offer and/or quotation.

Article 5 Prices and fees

- The prices and fees are expressed in euros and regarding the Client in the capacity of Consumer inclusive of VAT and other taxes or government levies, unless indicated otherwise.
- The prices and fees are expressed in euros and regarding the Client in the capacity of Company exclusive of VAT and other taxes or government levies, unless indicated otherwise.
- The prices and fees are inclusive of travel, accommodation, packaging, delivery or transportation costs, administration costs, installations, prefabrications, reinforcement to the ceiling, floor or wall, framing, finishing, moisture sealing, maintenance, rent or use of scaffolding equipment, platforms, hoists, installation of generators or power stations, electricity or wiring cables, unless indicated otherwise.

Article 6 Honorarium

- If an honorarium fee isn't expressly agreed, the Honorarium will be determined by the actual amount of hours. The honorarium will be calculated according to the usual hourly fee of the User, applicable for the period in which the work is performed, unless a different hourly rate has been agreed upon.
- For contracts with a term of more than two months, the owed costs will be charged per periodically.
- If User agrees a fixed Honorarium or hourly fee, then User is entitled to increase this honorarium or fee.
- User is entitled to pass on the price increases if the User can show that between the time of the offer and delivery, the rates regarding for example wages increases significantly.
- User will inform the Client in writing in the event of the intention to increase the honorarium of rate. These amendments will be announced to the Client no later than two months before these amendments will be entered.

- The Client is then entitled to terminate the Agreement within seven working days after the notification by the date of the entry into force of the amendment.
- User is entitled to charge waiting times above of the agreed price, if User cannot perform the work at the agreed time due to the causes attributable to the Client.
- If the offer price includes a target price, then the stated amount does not indicate more than a non-binding estimate of the costs.

Article 7 Implementation of the contract

- User will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship. All this according to the state of the currently known state of science.
- User is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.
- The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to User in a timely manner. If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then User is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.
- User is not liable for damage, of whatever nature, resulting from User basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to User.
- If the Contract is implemented in phases, User is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, User is not obliged to implement the following phase, and is entitled to suspend the contract.
- If the Contract is implemented in phases, User is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.
- If, by the User or a third party brought in by the User, in the context of the assignment, work is performed at the location of the Client or at a Client's designated location, the Client shall provided free of charges all facilities that the employees in all reasonableness desire.
- The Client indemnifies User against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.
- If third parties engaged by User or Client in the context of the assignment perform work, the costs for the performed work are at any time for the Client, even if the those third parties engaged by User or Client have not been performed to the satisfaction of the Client or performed the work incorrectly.

Article 8 Amendment of the Agreement

- If a fixed price has been agreed with Client, then said fixed price will cover only the work and services of User specified in the Agreement. Any additional or amended work and services provided by User on behalf of Client, hereinafter referred to as "additional work", will be charged to Client based on actual costs, if and in so far as it concerns more than 10% of the agreed fixed price.
- The following circumstances may give rise to additional work:
 - extension or modification of analysis, set of requirements and needs, or design, after having been approved by Client;
 - requirements, wishes, conditions or expectations of Client, not, or not in full, or not clearly made known to User at the time of entering into the Agreement;
 - deficiencies and shortcomings in the products or services of a third party, which User could not reasonably have foreseen or on which User can exercise little or no influence;
 - inadequate cooperation of Client in the performance of the Agreement.
- Client is deemed to have agreed with the performance of additional work and the associated costs when Client has allowed the performance of the additional work without giving any indication that it was not desirable.

Article 9 Regulations and/or instructions:

- If upon delivery of products by Client to User, instructions, regulations and/or manuals regarding the use of the products and their purposes are provided, Client shall be obliged to observe these.
- User may assume, barring other written notifications from Client, that Client and his personnel or other people, whom User directly or indirectly allows to work or be situated near or with the product - in the broadest sense of the word - have sufficient command of the language in which these directions or instructions are formulated to take cognisance of them and to act accordingly, provided that the language is Dutch, English or German.
- User is not liable for inaccuracies or deviations in images, drawings, dimensions, colour indications, samples, diagrams, calculations and designs etc. provided.

Article 10 Licence photos and other visual material

- User may authorise the Client to use the work.
- User shall provide such authorisation in writing in the form of a licence.
- If User grants a licence, User shall record the scope of the licence in a licence agreement.
- If User does not record the scope of the licence, the scope of the license shall include the right to single use only, and in unaltered form.
- Client is not permitted to transfer the licence or resell, pledge or otherwise encumber it, in any way.

Article 11 Portrait right (commissioned portrait)

- The portrait right rests with Client. By accepting the general terms and conditions, Client authorises User to use his/her work for its portfolio and on the website.
- If Client objects to disclosure of the work, it must communicate this in writing to User.

Article 12 Portrait right (non-commissioned portrait)

1. By accepting the general terms and conditions, Client authorises User to use the pictures that recognisably depict Client for its portfolio and to place these on the website, unless Client has a reasonable interest to object to publication of the portrait.
2. If Client objects to disclosure of the pictures that recognisably depict Client, Client must communicate this in writing to User.

Article 13 Development and/or maintenance software

1. The Client will issue all information, instructions, materials, passwords and the necessary access to the corresponding software system, which are necessary for the developments or maintenance of the software, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to User in a timely manner.
2. If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then User is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.
3. If the information issued by the Client is protected by intellectual property, the Client guarantees that he or she has the required licenses.
4. If necessary and applicable User will try to inform the Client as well as possible on the latest news and the most recent developments.
5. After delivery of the software and the final agreement of the Client, the Client and User can enter into a maintenance agreement. If the Client would like that User performs maintenance on the software system, User will charge for the maintenance separate rates.

Article 14 Installation of software and lighting

1. The software and/or lighting is installed by User or by a third party appointed by User at a location or locations designated by User, provided it is deemed reasonably possible and safe. If it is agreed that User is responsible for the installation of the lighting or software, User will provide sufficient qualified personnel. Assessment and the choice of such personnel is determined by User. Client will ensure such facilities for said personnel, as may reasonably be required by User for that purpose.
2. If installation has been carried out by User, inspection and testing will be carried out after installation, in the presence of Client. Any manuals, operating and commissioning notes may be discussed by telephone.
3. The foregoing shall not apply if the use, maintenance or repair is known to Client or is deemed to be known.

Article 15 Design

1. Client and User agree that Client is responsible for the correct delivery of content and information for the design.
2. User designs and supplies the designs in accordance with the guidelines and wishes of Client, unless otherwise agreed.
3. If User presents Client with a number of design proposals, Client may select one design for implementation and/or use.
4. This does not mean that Contractor automatically acquires the intellectual property right or exclusive right of use. This shall at all times remain with User, unless expressly agreed otherwise in writing. Amendments to these agreements may lead to additional costs with separate rates. This shall be discussed in consultation prior to the transfer or delivery.
5. If Client has selected a design proposal, Client shall no longer have the right to cancel the assignment without liability for payment. In this case, User shall charge at least 33% of the quotation.
6. Client shall have the right to have changes to the design carried out by User. As a rule, three (3) rounds of correction are offered to produce the final design.
7. If User cancels the assignment, changes will only be completed by means of a new assignment.
8. Client has no right to have changes carried out by User at no cost after the design has been finalised. If Client wants to have changes made to the design after completion, User will charge fees.
9. Client is not permitted to publish or reproduce designs that have not been paid for or the assignment of which was cancelled.
10. Own visual material or visual material provided by a third party must be of sufficient quality for the use and performance of the products or services to be supplied. User may not be held liable for the quality of supplied (visual) materials that are used in the products or services to be supplied.

Article 16 Delivery and delivery periods

1. User has fulfilled its delivery obligations by offering the items once to the Client.
2. The report of the carrier shall always constitute full proof of presentation for delivery. If and in so far as there is a refusal to accept, the return freight, storage costs and other costs shall be borne entirely by Client.
3. User shall at all times be entitled to deliver the products and services in instalments. Delivery will take place as expressly agreed upon and as indicated on the order confirmation and /or invoice.
4. If a period is agreed or stated for the delivery of the product, then this period is only indicative and is not to be regarded as a strict deadline.
5. If User needs information or instructions from the Client that are necessary for the delivery, then the delivery period will commence after the Client has provided these to the User and if applicable the prepayment is met.
6. Any damage can only be reimbursed if the Client has made a written notification within 48 hours of receipt of the goods and has issued photos of the damage in question.

Article 17 Features and regulatory restrictions

User sells both products that bear a quality mark under Dutch regulations and products that do not have a Dutch quality mark. Sale or installation of these products in other countries may be subject to restrictions or not permitted and shall be entirely at the risk of Client. Client indemnifies User against all damages and costs arising from this.

Article 18 Assembly, installation and commissioning

1. The offer does not include costs of installation and commissioning and after-sales service, unless otherwise agreed.
2. Client is obliged to implement all necessary and appropriate safety measures in respect of the employees and third parties engaged by User. Client is liable for all damages resulting from loss, theft or damage to tools, materials and other items of (employees of) User located at the place where the work is performed.
3. Stated prices do not include VAT, shipping costs, installation, treatments or pre-treatment's, reinforcements to the ceiling, floor or wall, installation of generators, electricity or wiring cables. If Client is a consumer, the prices shall be exclusive of VAT.
4. If the working height of installation operations exceeds 320 cm above the shop floor, all additional costs such as hiring scaffolding shall be borne by Client.
5. Client is responsible for providing fully-operating power connection terminals with sufficient load on the generators to which the products, lighting or installation can be connected.
6. The (suspended) ceiling, wall, floor, alcove, edge or carrier, whether or not existing, where installation must be performed, must be strong enough to carry, resist, or support the total weight and potential tensile forces of items delivered, as stated in the offer or samples of User. User shall not be liable for any damage, direct or indirect, that may arise due to possible insufficient reliability of such carriers.
7. Contractor shall ensure proper facilities and safety thereof, such as ladders, hoists, scaffolding and platforms.

Article 19 Assembly, installation and commissioning of stretch ceilings

1. Weight of aluminium frame for stretch ceiling starts at approximately 2.22 kilograms per linear meter around, excluding cloth. This weight depends on the type of stretch ceiling and tensioning frame. The offer will include a specification if possible.
2. For proper light reflection and light diffusion, the existing ceiling should be painted white. This work is not included in the quotation, unless otherwise stated.
3. User may not be held liable for the result of the light diffusion.
4. During the assembly of the stretch ceiling there will be a horizontal force on the edge of up to approximately 25 kg per linear meter. Walls, alcoves, edging must be able to withstand this.

Article 20 Publications

1. Although the greatest possible care has been taken in the preparation of technical, product and sales information, and other information documents of User, there is a possibility that the information is out of date or no longer correct. In that case, User will not be liable for the consequences of the work undertaken on the basis of this possibly out-of-date information.
2. All images, information and product descriptions shown are informative and subject to change. Any deviations in the products of User supplied to the Client shall not constitute non-conformance and User shall never be held liable for such deviations.
3. User is not liable for any damage whatsoever suffered by Client or a third party, which may result from the information of User provided, or due to any malicious files in any form, such as viruses, that may be in email messages and other digital files from User, without the latter's knowledge.
4. All quotations issued by User shall be valid for a maximum period of 14 days, unless otherwise indicated. User cannot be bound to its quotation if Client could have reasonably understood that the quotation, or any part thereof, contains an obvious mistake or error in writing.

Article 21 Contract duration; implementation period

1. The Agreement between User and Client is entered into for an indefinite period, unless it follows otherwise from the nature of the Agreement or the parties expressly agree otherwise in writing.
2. If a term has been agreed for the completion of certain activities within the Agreement period, this shall never be considered a deadline. Following the notice of default, User shall be offered a reasonable term in order to be able to perform the agreement as yet.

Article 22 Distance service-provision scheme and/or sales

1. This provision only applies to the Client in the capacity as Consumer.
2. In the event of distance sales delivery has to take place within thirty days.
3. In the event of sales distance of and/or distance service-provision scheme User has the right to oblige the Client to pay at most 50 percent of the Honorarium in advance.
4. In the event of distance service-provision scheme the Client has the right to withdraw the contract during a period of fourteen days after concluded the contract, without giving any reason.
5. In the event of distance sales the Client has the right to withdraw the contract after thirty days, if User didn't delivered the Product within thirty days, unless parties agreed to a different delivery period.
6. In the event of distance sales the Client has the right to withdraw the contract during a period of fourteen days after receiving the goods, without giving any reason.
7. If User did not has provided the required information regarding the right of withdrawal or did not issued the information in the correct form, the Client has the right to terminate the Contract, without given any reason, during a period of three months after the Client received the Products of User. If the User will provided the Client with the above-mentioned information during the three month, the withdrawal period shall expire fourteen days after the day upon which the Client receives that information.
8. The Client can withdraw the contract by using the model form of User or in another manner chosen by the Client.
9. The right to withdrawal lapses at the moment the Service is completely performed. In addition, the right to withdrawal lapses if User started with the performance of the Service with the prior express consent of the Client and if the Client acknowledge that he will lose his right of withdrawal once the contract has been fully performed by the User.
10. If the Client sends the goods back, the Client has to return the goods in a proper packaging with all accessories and in original condition. The shipping costs will be at risk and for the account of the Client.
11. If the Client used his right to withdrawal the Contract, the Client is obliged to return the goods within fourteen days, because the Client informed User to withdrawal the Contract.

12. If the Client used his right to withdraw the Contract, User will reimburse all payments, including the shipping costs, within fourteen days after the dissolution of the Contract.
13. If the goods are not available, User will inform the Client of this as soon as possible and User will reimburse the payment within fourteen days. If User and the Client agree that a good of similar quality and price may be delivered, the shipping costs will be for the account for the Client. The foregoing is only applicable if the Client uses his right to terminate the Contract during the withdrawal period.
14. The provisions of this article shall not apply if the Contract regards to:
 - services which are performed on a specific date or during a specific period;
 - products and/or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the User and which may occur within the withdrawal period;
 - sealed goods for which were unsealed by the Client;
 - hygiene goods for which were unsealed by the Client;
 - services which are performed within the cooling-off period with the consent of the Client;
 - products and/or services which are delivered within the cooling-off period with the consent of the Client;
 - products that cannot be returned because of their nature;
 - services that are specially performed/products specifically/custom made for the Client;
3. If third parties seize the goods that which falls under the retention of title or establish or enforce rights thereon, the Client is obliged to notify User as soon as reasonably expected.
4. In the event that User wishes to exercise the proprietary rights referred to in this article, the Client shall already grant unconditional and non-revocable permission to User or by third parties assigned by the User to enter all the places where the User's property is located and to take back these goods.
5. If software or documentation is embedded in or delivered to the Client, the purchase of such goods does not involve the transfer of the related software and/or documentation related property (rights). However, in accordance with the other provisions of this agreement, the Client will obtain a non-exclusive and non-transferable license to use User's software in conjunction with and as contained in or supplied with the goods delivered by the User to the Client.
6. It is prohibited for the buyer to amend, change, modify, translate, convert or manufacture derivative products that are based on the software or included or provided in the software by User in conjunction with goods. The contractor is not allowed to reverse engineer, decompile, dispose, sublicense, rent, lend, transfer, reveal or otherwise make available or disassemble the source code of the software or otherwise merge or incorporate the software into or include any other software or attempt to retrieve it.

Article 28 Suspension

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then User is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.
2. Moreover, User is entitled to suspend the fulfilment of the obligations if:
 - after the Contract is entered into, User becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of User.
- User reserves the right to claim compensation.

Article 29 Termination

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then User is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.
2. Moreover, User is entitled to terminate the Contract with immediate effect if:
 - after the Contract is entered into, User becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - due to a delay on the part of the Client, User can no longer be required to fulfil the Contract under the originally agreed conditions;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of User;
 - the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
 - the Client is placed under conservatorship;
 - the Client deceases.
3. Termination will take place by means of a written declaration, without judicial intervention.
4. If the Contract is terminated, the Client's debts to User become immediately due and payable.
5. If User terminates the Contract on the above-mentioned grounds, User is not liable for any costs or compensation.
6. If the termination is attributable to the Client, the Client is liable for the damage suffered by User

Article 30 Force majeure

1. Breaches may not be attributed to User or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.
2. In these General Terms and Conditions, the term "force majeure" is defined as - in addition to what is understood in law and jurisprudence in this regard - all external causes, foreseen or unforeseen, upon which User can exercise no influence and through which User is not able to fulfil its obligations.
3. Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by User cannot be reasonably sought by the Client.
4. Force majeure includes all circumstances which should reasonably be supposed to stand in the way to a delivery or timely delivery of the purchased, such as not or a not timely delivery to the User by his supplier, as well as if the User does not receive the purchased or does not receive the purchased goods on time from his supplier, in which cases the Seller has the choice to postpone the delivery or to terminate the purchase agreement.
5. User is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after User should have fulfilled its obligations.
6. In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.
7. During the period that the force majeure continues, both User and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

Article 23 Passing of Risk

1. This provision only applies to the Client in the capacity as Consumer.
2. Until the moment the goods are brought under the Client's control, the goods subject to the Agreement will be for the account and at the risk of User.
3. The risk of loss, damage or decrease in value of the goods that are subject to the Contract passes on to the Client in the capacity as a Consumer at the moment the goods are brought under the control of the Client in the capacity as a Consumer or a third party appointed by the Client.

Article 24 Transfer of risk

1. This provision only applies to the Client in the capacity as a Company.
2. The items that are the subject of the Contract are at the cost and risk of User until the time that these are made available to the Client.
3. The risk of loss, damage or reduction in value of items that are the subject of the Contract is transferred to the Client in the capacity as a Company at the time that the items become available to the Client in the capacity as a Company or to a third party designated by the Client.

Article 25 Payment

1. Payment had to be made within 14 days after the invoice date, in the manner specified by the User and in the currency in which the declaration is issued
2. Objections to the level of the declaration do not have the effect of suspending the payment obligations.
3. Payment can be made both in advance and afterwards. User is entitled to require a prepayment of at least 50%.
4. The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
5. User is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place monthly.
6. User and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.
7. Objections to the level of the invoice do not have the effect of suspending the payment obligations.
8. After the expiry of a period of 14 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher. The interest on the claimable amount will be calculated from the moment that the Client is in default until the payment is fully met.
9. In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to User and the obligations of the Client towards User are immediately claimable.
10. User has the right to deduct the payments made by the Client, primarily by deducting the costs, then deducting the accrued interest and finally deducting principal amount and current interest. User may, without negligence, refuse an offer for payment if the Customer designates a different order for the assignment. User can refuse full repayment of the principal amount if this does not include the accrued and current interest as well as the costs.

Article 26 Collection costs

1. If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client.
2. With regard to the extrajudicial (collection) charges, User is entitled, in so far as the Client act in the capacity as a Company, in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree, to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.
3. With regard to the extrajudicial (collection) charges, User is entitled, in so far as the Client act in the capacity as a Consumer, to a payment of the maximum sum that is determine in the Payment of Extrajudicial Collection Charges Decree.
4. In so far as the Client act in the capacity as a Consumer, User is only entitled to a reimbursement of extrajudicial collection charges after the User send the client a reminder to pay within 14 days the outstanding invoice or invoices after the client came into default.
5. Any reasonable legal costs and execution costs incurred are also payable by the Client.

Article 27 Retention of title

1. All delivered goods by User, including models, (3D) prints, prototypes, designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of User until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.
2. The Client may not pledge or in any other way encumber that which falls under the retention of title.

8. If the situation of force majeure is of a temporary nature, User reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.
9. If at the time of the occurrence of force majeure User has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then User is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Article 31 Examination and claims

1. The Client is obliged to examine the Service at the moment of performance, but in any case within fourteen days after the performance of the service. The notice of default must contain as detailed a description of the shortcoming, so that User is able to respond adequately.
2. The right to (partial) restitution of the price, repair or replacement of the Product or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Product states otherwise or from circumstances of the case a broader period arises.
3. The payment obligation will not be suspended if the Client reports the defect to User within the prescribed period.
4. If a complaint is justified, User will still perform the work as agreed, unless it has become meaningless for the Client. The latter must be made known by the Client in writing.
5. If the agreed work is not possible or useful, User will only be liable within the limits of Article 35.

Article 32 Guarantee general

1. User accordingly guarantees that the delivered goods will be conforming to the Contract. User also guarantees that the delivered goods meet the usual requirements and standards that can be reasonably met and that the goods have the qualities, all circumstances taking into account, that are required for normal use.
2. User accordingly guarantees that the work carried out by it will conform to the Contract and will be properly carried out with good workmanship and using proper materials.
3. The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.
4. If the delivered Product has been produced by a third party, the third party will provide the guarantee, unless indicated otherwise.
5. If the delivered Product does not conform with the guarantee, company will, after notification of this, replace or repair the Product free of charge within a reasonable period.
6. When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.
7. No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does User provide any guarantee for damage arising as a result of these defects.
8. The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of User. These circumstances include weather conditions, leakage, lack of integrity of building or interior or that part of the building or interior where the assembly takes place.
9. Guarantee is excluded on accumulators, batteries and wear parts. "Wear parts" means products or parts of products where the depreciation (damage, clogging or deterioration) occurs by use.
10. Guarantee does not apply to scratches, damages, wraps on image carriers that may be caused by the use or installation or cleaning by the Client or by designated third parties.
11. User guarantees that in normal use, in accordance with the accompanying user manual, the products (excluding any software not embedded in goods or delivered with the goods) will be free from defects for a period of twelve months from the date of delivery, unless explicitly otherwise Agreed. Labor wage, (de)assembly and/or (de)installation are excluded from this guarantee. The only and exclusive obligation that User has and the only and exclusive remedy that the Client has with regard to claims under this guarantee is limited to, at the choice of User, (a) repair, or (b) replacement of defect product or product that don't meet the specifications, or (c) appropriate compensation for the purchase price thereof.
12. When replacing a part of the product, which consists of a larger whole product or goods, User is not responsible for similarity in color or light output of the replaced (part) product in the repaired good in whole. User is not responsible for connecting, emulating, to equal, matching of the replaced product to the already worn or reduced quality by using or decreasing the light output of other (part) products from the total product or initially delivered goods.

Article 33 Termination

1. Either party may at all times terminate the Agreement in writing.
2. If the Agreement is terminated prematurely by Client, User shall be entitled to compensation of the loss resulting from lower capacity utilisation to be demonstrated, caused by said premature termination. Furthermore, Client shall then be obliged to pay the invoices for any work done until that moment. The preliminary results of the work done until that moment shall therefore be put at Client's disposal subject to approval.
3. If the Agreement is terminated prematurely by User, User shall see to it in conjunction with Client that the work still to be done be transferred to third parties, unless the termination is based on facts and circumstances which can be attributed to Client.
4. If the transfer of the work involves extra costs for User, these shall be charged to Client, unless premature termination can be attributed to User.
5. The loss resulting from lower capacity utilisation is set at 50% of the fee for the remaining period of the assignment, with a maximum of two (2) months. Furthermore, upon termination Client shall be obliged to pay for work done until that date.

Article 34 Return of items provided

1. If User has provided Client with items in the implementation of the Agreement, Client shall be obliged to return said items at first request of the User, in their original condition, free of defects and in their entirety, within 14 days. If Client fails to fulfil this obligation, all resulting costs shall be borne by Client.

Article 35 Liability

1. Should User be liable, said liability shall be limited to the provisions of this article.
2. This paragraph only relates to a situation in which only services have been provided. If User is liable for direct damages, said liability shall be limited to a maximum of the assignment fee, or at least that part of the assignment to which the liability relates. In any case, User's liability shall always be limited to the amount of the benefit to be paid by the insurer of User.
2. This paragraph only relates to a situation in which products have been delivered. The liability of User shall at all times be limited to replacement of the items sold and/or delivered and/or taking back of items sold and/or delivered and credit payment up to the invoiced amount of the items sold and/or delivered.
4. In derogation from the provisions under paragraph 2 of this article, for an assignment with a duration of more than six (6) months, the liability shall be limited to the fee payable for the last six months of the agreement.
5. Direct damage is understood to mean exclusively:
 - the reasonable costs, incurred to determine the cause and the extent of the damage, in so far as ascertaining these is related to direct damage within the meaning of these conditions;
 - any reasonable costs incurred to have the defective performance of User conform to the Agreement, in so far as these can be attributed to User;
 - reasonable costs incurred to prevent or limit the damage, where the Client demonstrates that these costs have resulted in limitation of direct damage within the meaning of these general terms and conditions.

Article 36 Indemnity

1. The Client indemnifies User against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.
2. If User may be sued for this reason, then the Client is bound to provide User with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of User and third parties will be at the expense and risk of the Client.

Article 37 Limitation period

1. In departure from the legal limitation period, a limitation period of one year applies to all claims against User and any third parties brought in by User.
2. The foregoing shall not apply to claims which are based on the non-conformity of the delivered goods of the Contract. In this case claims lapse after two years after the Client has informed User about the defect of the delivered good.

Article 38 Confidentiality

1. Both User and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.
2. If User is obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and User cannot claim a legal right of immunity, or such a right recognised or permitted by the competent court in this respect, then User is not liable to pay compensation or grant indemnification. The Client is also not entitled to terminate the Contract by reason of any damage arising in this way.

Article 39 Intellectual property and copyrights

1. Without prejudice to the provisions of these Terms and Conditions, the User reserves the rights and powers accruing to it under the provisions of the Copyright Act and the WIPO Convention.
2. All items provided by User, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are intended solely for use by the Client and may not be reproduced or disclosed or brought to the notice of third parties by him without the prior consent of User, unless the nature of the documents states otherwise.
3. User reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.
4. The Client is not authorized to use the Products delivered by User in any other way or for any purpose other than those for which they were intended.

Article 40 Samples and models

1. If a sample, (3D) model or prototype been provided or shown to Client, then the assumption is that such has been given by way of indication only, unless parties agree explicitly that the product to be delivered shall correspond with it.
2. In case of an assignment in respect of immovable property, inclusion of the surface area or other measurements and indications are also presumed to be indicative only, without the product to be delivered being required to correspond with it.

Article 41 Software and right of use

1. Software means: all instructions stored on carriers appropriate for that purpose, readable or not for machines, for the functioning of any automated device or for processing data therein, as well as directly related documentation and including preparatory and descriptive design material.
2. Client shall obtain a non-exclusive and non-transferable right of use for its own use of the software in its business or organisation.
3. The software may be used by Client in the processing units and for a specific number or type of users or terminals for which the right of use has been issued, exclusively in its own company or organisation. In so far as nothing has been agreed in that respect, the right of use of Client is deemed to have been issued for said processing units and the number of terminals the software was used on or connected to for the first time.

4. Other use of the software, including all forms of making it available to third parties, is not permitted.
5. If and to the extent expressly agreed in writing, the software's source code and technical documentation produced during the development of the software may be made available to Client and Client shall be entitled to make changes to this software.
6. User is authorised to take technical measures to protect the software, while Client is obliged to provide User access to the software for that purpose at all times.
7. Immediately after the possible expiry of the right of use of the software, Client will return all copies of the software in its possession to User. If parties have agreed that Client upon expiry of the right of use shall destroy the relevant copies, Client shall immediately notify User in writing of such destruction.

Article 42 Privacy and cookies

1. User will store the details and information that the Client provides to User carefully and confidentially.
2. User may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.
3. When visiting our website User can collect the information on the use of the website of the Client through cookies.
4. The information that User collects through cookies can be used for functional and analytical purposes. User is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.
5. If User is obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and User cannot claim a legal right of immunity, or such a right recognised or permitted by the competent court in this respect, then User is not liable to pay compensation or grant indemnification.
6. The Client is also not entitled to terminate the Contract by reason of any damage arising in this way.
7. The Client agrees that User may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.
8. User reserves the right to utilise the other details of the Client in anonymous form for (statistical) research and databases.

Article 43 Amendment of the general terms and conditions

1. User is entitled to amend the general terms and conditions unilaterally.
2. Amendments will also apply to Contract that are already concluded.
3. User will inform the Client by e-mail about the amendments.
4. The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.
5. If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Article 44 Translation

1. The following terms and conditions are a translation of the term and conditions of User registered under number 59752793 at the Chamber of Commerce.
2. The Dutch version of the General Terms and Conditions of User is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

Article 45 Applicable law, disputes

1. Dutch law is exclusively applicable to all legal relationships to which User is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.
2. Disputes between User and the Client will only be submitted to the competent court in the district of the address where the User is established, unless the law mandatorily prescribes otherwise.
3. Before settling the dispute with the court, the conflict and /or dispute will be settled by an independent and impartial mediator and/or a conciliator through mediation and/or consolation.