

Article 1 WORKING SPACE

1. These terms and conditions shall apply to all agreements and offers for the delivery of panelling, project furnishings, shop fittings, furniture and upholstery as well as any other items included in the work, irrespective of whether the order has been obtained by tendering or otherwise.
2. Subject to the other provisions of these General Terms and Conditions, the General (Tendering) Terms and Conditions applied by the applicant shall not apply unless they have been expressly accepted in writing by the tenderer.

Article 2 APPLICANT'S TERMS AND CONDITIONS OF SUBMISSION

1. The terms and conditions of registration must be the same for all tenderers. In the event of a disparity, the most favourable tender conditions shall apply to tenderers.
2. The period for submission of tenders for larger projects must be at least 10 working days to enable tenderers to submit tenders which are properly calculated.
3. The information to be provided by the applicant must meet reasonable requirements of clarity and accuracy and correspond in full to any accompanying drawings. Quantities of articles should be indicated precisely. An application which does not comply with these conditions may be refused and returned for this reason.

Article 3 COPYRIGHT

1. The tenderer reserves the copyright to the designs, illustrations and drawings, sketches and/or offers submitted with the tender. These documents remain - irrespective of whether drawing costs have been or will be charged separately, unless a separate amount for the transfer of copyright has been or will be charged - his property.
2. The drawings, designs, illustrations, sketches and/or tenders submitted by the tenderer may not be copied, shown to third parties or used in any other way without the tenderer's written consent.
3. The drawings, designs, illustrations, sketches and/or tenders supplied by the tenderer must have been returned to him carriage paid within 14 days of the date on which it was decided that the tenderer would not be awarded a contract for the execution of the work, unless otherwise agreed in writing.
4. The client, acting contrary to the provisions of article 3, sections 2 and 3, shall owe the tenderer, by way of damages, an amount equal to ten per cent of the amount of the tender, which the client shall pay to the tenderer on his first demand. This payment shall not constitute a transfer of ownership or copyright.

Article 4 STELOPS

1. Unless otherwise agreed in writing, the price of tenders for orders to install and/or assemble fixtures and fittings or parts thereof on site does not include
 - a. groundwork, pile-driving, cutting, foundation work, bricklaying, carpentry, plastering, painting, wallpapering, repairs or other construction work, of any nature whatsoever, nor the costs of connections to the main sewerage network, of gas or water or the electricity grid, the levelling and cleaning of floors, walls or ceilings or the cleaning of items other than those to be supplied;
 - b. the additional assistance required for the shifting of those parts which cannot be handled by Contractor himself, as well as the hoisting or lifting equipment and hoists to be used for this purpose.

Article 5 OFFERS

1. All prices quoted are net, excluding turnover tax, and are based on execution during normal working hours. A tender is only binding on the tenderer if this is explicitly stated in the tender or otherwise explicitly communicated to the applicant in writing. A tender which is binding on the tenderer by virtue of the provisions herein shall lapse 60 days after the date of the tender.
2. Tenderer shall be entitled to pass on to the applicant any increases in wages, raw material prices, transport costs, exchange rates, insurance premiums and government levies (in particular taxes) in respect of the work and/or (parts of) devices to be assembled which, at the time these increases take effect, have yet to be performed and/or delivered by tenderer.
3. The tenderer reserves the right to make minor changes to the construction, provided that this does not substantially alter the work. The tender shall stipulate how any additional or lesser work is to be paid for.
4. If the work is not commissioned to the tenderer, the latter undertakes to return the tender, complete with designs, illustrations and drawings, to the tenderer within 14 days of the date of the decision (Art. 3 sections 3 and 4).
5. With due observance of the provisions of paragraph 2 of this article, the prices quoted are fixed for the duration of the work, unless indexation has been agreed. If indexation has been agreed upon, this will be based on the price index figure, series for domestic production of the CBS, unless agreed otherwise.

Article 6 RESPONSIBILITY FOR THE WORK

1. The supplier is responsible for the proper execution of the work.
2. When submitting an offer, the supplier does not accept any responsibility for a design drawn up by a third party on behalf of the applicant, purchaser and/or client or for any specification of dimensions, measures and materials given in the design.
3. If the order is placed, the contractor only assumes responsibility for the correct assembly and for the soundness of the materials used in designs which he has not produced himself; however, this does not apply to those parts for which a particular brand or treatment of materials is explicitly prescribed in the order.
4. If, when placing an order, the applicant wishes to transfer the responsibility for the design made by him or on his behalf to the contractor, the latter will not be obliged to accept this until he has been given sufficient time to take a decision about this transfer, during which time the contractor must be able to study and calculate the entire design and has been supplied with all the information and documents relating to it. The contractor cannot be required to do this free of charge, unless it is already apparent from the request that the client wishes to transfer the responsibility to the contractor.
5. If the client makes materials or parts available for further processing or assembly, the commissionee shall be responsible for correct processing or assembly, but never for the materials or parts themselves. The contractor is not liable for damage due to death or physical injury, consequential loss or damage for any other reason that is related to the (inadequacy of) the materials or parts made available by the client for further processing or assembly, regardless of the processing or handling thereof by the contractor or third parties. The client indemnifies the contractor completely against all claims for compensation for damage from the contractor's staff and/or third parties, including damage from or as a result of product liability.

Article 7 AWARD

1. The contract shall be concluded when the Contractor is informed that he has been awarded the contract. If the notification is made verbally, the Client shall confirm this notification in writing, stating the date of the notification, which confirmation shall constitute full proof. 2. If within seven days no written notification of the award to Contractor has been made by the Client, Contractor shall confirm the order to Client in writing, stating the date of the notification. The content of this order confirmation is binding on the principal, unless the principal has disputed the correctness of the order confirmation in writing within 14 days of its dispatch. If the client has not reacted within 14 days after receipt of the order confirmation, the order is considered irrevocable. 3. All price changes shall be settled in accordance with the provisions of Article 5, paragraph 5, unless the announcement of the award is made on a day lying after the deadline for the acceptance of the offer (Article 5, paragraph 1), in which case the price changes since the last day of acceptance shall be settled.

Article 8 CHANGE

1. Amendments to the agreement and deviations from these General Terms and Conditions will only be effective if they are agreed upon in writing between the tenderer/service provider and the applicant/customer.

Article 9 TERMINATION

1. If the client fails to meet his obligations under any agreement entered into with the contractor on the basis of these terms and conditions, or does not meet them on time or adequately, as well as in the event of suspension of payments, application for or granting of a moratorium, a declaration of bankruptcy or liquidation of the client's business, or the client's death, or if client loses the disposal of his assets by attachment or otherwise, Marko shall be entitled to dissolve the agreement or parts thereof which have yet to be performed, without notice of default and without judicial intervention being required, and to take back the goods delivered by Marko, insofar as not yet paid, without prejudice to his right to compensation for any loss, loss of profits and other damage that may arise as a result.
2. In the cases mentioned in section 1, all claims which the contractor has against the customer will be immediately due and payable. 3. In the circumstances mentioned in section 1 of this article, the customer is also entitled to dissolve the agreement. In that case, the principal shall be entitled to take back any material delivered by him, insofar as not yet paid for. The amount referred to in subsection 4 of this section will be due as compensation for damages, unless the parties explicitly agree otherwise in writing.
4. If the dissolution, as mentioned in paragraph 3, is approved by the contractor, the purchaser shall owe the contractor an amount for damages equal to the costs incurred up to that time, increased by 25% of the remaining amount of the quotation, unless the parties agree otherwise in writing.

Article 10 DELIVERY TIME

1. The delivery period shall commence as soon as the agreement has been concluded and all data necessary for the commencement of the performance of the work are in the possession of the contractor. The Client shall be obliged to notify the Contractor in good time of all details and selection provisions that are necessary for the progress of the work.
2. The delivery dates given are not to be considered as deadlines. The mere exceeding of such period shall therefore not constitute default by the contractor by operation of law and the principal shall not be entitled to rescind the agreement concerned. The contractor must therefore first be given notice of default.

Article 11 CHANGES TO THE CONTRACTED WORK

1. All changes in contracted work, either as a result of special instructions from the client or as a result of changes in the construction work or because the data supplied do not correspond to the actual construction work, shall, in so far as they give rise to additional costs, be charged as additional work and, in so far as they give rise to fewer costs, as reduced work.
2. Additional work and less work shall be settled fairly, irrespective of the obligation to pay the principal sum.

Article 12 NON-APPRECIATED DEDUCTION

1. If the normal execution or delivery of the work is hindered by a non-attributable shortcoming, the contractor is entitled to exceed the agreed delivery time by at least the duration of the period of non-attributable shortcoming. Non-attributable failure shall include amongst others industrial action, operational failure, sit-down strikes and force majeure of suppliers. A non-attributable breach also includes the occurrence of facts or circumstances under which the contractor cannot reasonably be required to carry out the work.

Article 13 EXECUTION OF THE WORK

1. Unless otherwise agreed in writing, the Client is obliged, on pain of being held liable for damages and costs, to ensure the following: a. that the place where the items, materials and/or tools to be assembled must be stored or where the delivery must take place is such that no damage, in whatever form or manner, or theft can occur;
- b. that access to the place where delivery and/or assembly is to take place is unhindered and adequate and furthermore that all cooperation is granted to enable smooth delivery, assembly and/or finishing;
- c. that, if a hoist, lift or other means of transport must be used, it shall be made available with operation by and at the expense of Client. The instrument to be used must comply with the government regulations applicable at the time of use. Damage caused by this shall be borne by Client, unless it has been established that Contractor is at fault;
- d. the floors and sub-floors must be free of lime, cement and dirt residue and loose parts, must be completely level and flat and must be made available in a swept clean condition, unless agreed otherwise in writing;
- e. that electricity, air, water and, if necessary, heating have been provided in the space where the work is to be done;
- f. that, if others must also perform work in the space concerned, that work must be completed before Contractor commences his activities, so that he may work there without hindrance;
- g. that, in case of alterations and/or renovation of the interior, the business space is closed to the public during the performance of the work.

Article 14 RISK AND STORAGE

1. Unless the contractor has stated otherwise in writing, the risk of the goods, materials and work carried out shall be borne by the principal from the time that the goods and materials are delivered to their destination, or from the time that the work commences, as the case may be.
2. If, through no fault of the contractor, delivery cannot take place at the time determined for it, the goods will be stored at the expense and risk of the purchaser.
3. If the purchaser is in arrears with the payment of any instalment, the contractor shall be entitled to store the goods at the expense and risk of the purchaser and to postpone the first delivery until all due instalments have been paid.

Article 15 PROTECTION OF OWNERSHIP AND STILL PANDRECHT

1. All items supplied on or near the work shall remain the property of Contractor until Client has complied in full with its payment obligations, including those relating to additional work, extra costs and interim price increases.
In addition, the Contractor shall deliver, now and in the future, all items arising from agreements concluded or to be concluded with the Client, subject to an undisclosed pledge on all such items in favour of the Contractor. Once the retention of title lapses, the client will therefore receive the goods, encumbered with an undisclosed pledge in favour of the contractor. These rights of pledge serve as additional security for the payment of all that which the contracted party is entitled to claim from the customer on any basis whatsoever.
2. Any intervention by third parties must be notified immediately by the client. Costs and/or losses arising from failure to notify the client immediately will be borne by the client.

Article 16 PAYMENT

1. Unless the parties agree otherwise in writing, payment will be made as follows:
 - a. 35% upon commission
 - b. 65% upon commencement of work
2. All payments shall be made without any deduction or set-off at the office of the contractor or into an account to be specified by the latter. If the client fails to pay any instalment within fourteen days of the due date, he shall be in default without any notice of default being required.
3. From the date on which payment should have been made, the client shall owe interest of 1% of the invoice amount for each month or each part of a month by which the due date is exceeded.
4. By the mere conclusion of the agreement, the client shall be obliged to pay extrajudicial collection costs in the amount of the amounts owed in accordance with the most recent collection rate for lawyers, regardless of the interest referred to in article 16(5).

Article 17 GUARANTEE

1. After the first delivery of the work, a guarantee period of three months shall apply.
2. For manufacturing defects which, by their nature, can be discovered after a longer period of time, a guarantee period of one year shall apply after the first delivery.
3. If the work is delivered in parts, the guarantee periods shall commence upon delivery of those parts.
4. The guarantee obligation shall lapse in respect of those parts of the work which are subject to defects if repairs or other work have been carried out on them by others without the written consent of Marko.
5. No guarantee will apply to constructions or materials prescribed by the client or for materials or parts of the work supplied by third parties on the client's instructions, unless the work is performed with the express approval of Marko.
6. The contractor shall not carry out repairs or alterations relating to paragraph 5 at the expense of the client, unless it has given its approval in accordance with the provisions of paragraph 5.
7. If a space in which the work is installed is used before the first completion, this shall take place entirely at the risk of the client.
8. No guarantee applies to glass, discolouration of wood and minor colour deviations in wood and other materials.
9. The guarantee is only valid for the use for which the work is intended according to the assignment; if nothing else has been agreed with regard to the intended use, the guarantee is only valid for normal use.
10. Guarantees are only valid under normal circumstances. This includes: ensuring that there is sufficient humidity in the atmosphere, not exposing the work to excessive humidity or drought, cold, heat, etc.

Article 18 RECLAIM

1. Complaints can only be enforced if they are submitted in writing within 7 days after the discovery of the defects, giving a clear description of the defects found, failing which the complaints need not be dealt with. Complaints can only be made valid with regard to goods that immediately prior to the moment of discovery of the defects are still in the state in which they were delivered.

Article 19 DISPUTES

1. All offers, agreements and the execution thereof shall be governed exclusively by Dutch law.
2. All disputes will, as far as they exceed the competence of the cantonal judge, be settled by the court in the district where the seller is established.

Article 20 LIMITATION OF LIABILITY

1. Contractor's liability for damage caused by defects in the goods delivered shall be limited to the net invoice amount for the goods delivered. 2. The contractor shall never be liable for indirect damage, including damage of third parties or loss of profit.
3. Nor is the contractor liable for damage relating to constructions or materials prescribed by the client or materials or part of the work supplied by third parties on the client's instructions.

Article 21 FINAL PROVISION

1. These general terms and conditions of quotation, delivery and payment may be cited as: "General terms and conditions of quotation, delivery and payment of the Interior Construction Section of the Central Association of Furniture Manufacturers", filed in Haarlem on 2 February 2010 under number 3/2010.