



OnderhoudNL Garantie is a
brand name of the AF-
Erkenningsregeling
Foundation

GENERAL FOR THE BUSINESS MARKET FOR THE APPROVED PAINTERS-, BEHAN GERS- AND GLASS COMPANY IN THE DUTCH COUNTRY (finishing companies)

This General Terms and Conditions Business Market for the AF-recognized painting, wallpapering and glazing company in the Netherlands, represented by the Stichting Erkenningsregeling voor het Afwerkingsbedrijf (STAF), come into force on November 1, 2007. These conditions have been filed by STAF

At the Chamber of Commerce in Gouda under number 41174154.

Article 1 - Definitions and scope

- In these general terms and conditions:
 - Contractor: a natural person or a legal person toWho have been entrusted with the work;
 - O client: a natural person or a legal person who, in the context of the exercise of a profession or business, has commissioned the contractor to carry out work;
 - O agreement: all agreements made between the client and the contractor with regard to the performance of work by the contractor.
- These general terms and conditions apply, in addition to or derogation from the Civil CodeOn all agreements concluded between the contractor and the client. The parties have agreed that these terms and conditions are considered an established part of the agreements.

Article 2 - Offers and conclusion of the agreement

- All offers from the contractor are non-binding and can therefore only be revoked by the contractor after acceptance if this is done without delay.
- Oral agreements and clauses are only binding on the contractor after these writtenJk have been confirmed by the contractor.
- The provisions of paragraph 2 of this article shall not prejudice the possibility of either party to prove the conclusion of the agreement by other means.
- If neither party has the oveAgreement in writing and the contractor has started executing the agreement with the consent of the client, the client is deemed to have provided the agreement in accordance with the offer.

Article 3 - Prices and price changes

- The prices given by the contractor are exclusive of VAT, unless expressly stated otherwise.
- The prices referred to in paragraph 1 of this article, unless explicitly mentioned, do not include: equipment costs, travel and parking costs andCosts for permit applications.
- The price is determined as far as possible on the basis of a pre-agreed hourly rate or on the basis of a pre-agreed fixed amount.
- If the price at the closing of the overArrival is not determined or only a target price has been determined, the client owes a reasonable price. In determining the price, account shall be taken of the provisions normally agreed by the contractor at the time of conclusion of the agreement.And prizes and with the expectations raised by him with regard to the presumed price.
- If a target price was determined, this target price may not be exceeded by more than 15%, unless the contractor client as timely as possibleWarned of the likelihood of further exceeding, to give him the opportunity to still limit or simplify the work. The contractor will have to cooperate within the limits of reason for such restriction or simplification.
- Paragraph 5 shall apply mutatis mutandis to contracts of work in which the price is made dependent on the duration of time for the performance of the work, as set out in the agreement.
- What is stipulated in this article regarding pricesAnd price changes, does not apply to additional work and adjustment posts.
- If cost-increasing circumstances arise after the conclusion of the agreement or come to light without this being attributed to the contractor, opdrThe agreed price may be adjusted in whole or in part to the cost increase, provided that the contractor did not have to take into account the likelihood of such circumstances when determining the price.
- Contractor may the priJs also adjust if the cost increase is the result of the incorrect information provided by the client that is important for the pricing, unless the contractor should have discovered the incorrectness of the data for the determination of the price.

Article 4 - Performance of the agreement

- Client ensures that the contractor can dispose of the complete specifications in a timely manner, the approvals required for the work (such as permits and exemptions) and the otherData required for the work.
- The Client must ensure that work to be carried out by third parties that does not belong to the work of the contractor is performed in such a timely manner that the execution of the work is not delayed.

- Client provides connection options for the utilities required for the work (gas, water, electricity). The costs of this and of the necessary consumption are borne by the client.
- AssignmentEver invites the contractor to be present at all construction meetings that relate directly or laterally to his work.
- Client makes the necessary equipment available. These must comply with the legal and by theLabour Inspectorate set safety regulations.
- The client ensures that supply roads are built and maintained in such a way that material can be brought in full loads within working distance of the work at all times.
- The contractor's staff has free access to the existing toilets and shops at work.
- The client ensures that the design and execution of the work is such that damage to people, property and the environment is limited as much as possible.
- The client makes the facilities available for the collection of chemical construction waste.
- Client ensures order and safety at work. He also ensures the good condition of the materials to be processed and the equipment dMade available by him.
- In the event that the client is in default with the provisions described in the preceding paragraphs of this article, the contractor has the right to suspend the execution of the agreement and toRt flowing costs to be charged to the client.
- If the execution of the agreement so requires, the contractor has the right to have work carried out by third parties.
- Contractor is when entering into or exitingTions of the agreement are obliged to warn the client of inaccuracies in commission insofar as he knew or should reasonably have known them. The same applies in the event of defects or inadequacy of things from the client, daIncluding the substrate on which the client has a work carried out, as well as errors and defects in plans, drawings, calculations, specifications or implementing regulations provided by the client.
- The agreed implementation timeN of the agreement is not a fatal term. If the execution period is exceeded, the client must offer the contractor the opportunity to comply within a reasonable period of time.
- If the contractor provides during the executionIf the execution period will be exceeded, he shall notify the client of this, stating the presumed reason.

Article 5 - Additional work

- In case of additions desired by client or changeln the agreed work, the contractor can only claim an increase in the price if the client has pointed out in good time the need for a resulting price increase, unless the client should have understood that necessity on his own.
- This provision cannot be deviated from to the detriment of the client, except in the case of a standard arrangement as referred to in Article 214 of Book 6 of the Civil Code.

Article 6 - Premature termination

- The matchOmst can be terminated due to culpable failure in the performance of the contractor's agreement, in the meantime only by registered letter and stating the reason for termination.
- In case of early termination vAn the agreement by the client without culpable shortcomings in the performance of the agreement by the contractor and in the event of early termination by the contractor due to culpable acts of the client, the assignmentThe employer is obliged to pay the contractor:
 - The price applicable to the entire work, less the savings resulting from the contractor from the termination, against delivery by the contractor of the work already completed.
 - B i j in the absence of a contract fee, 125% of the invoiced and/or invoiced work that had already been carried out at the time of termination.
- The above is without regard to the contractor's right to claim full compensation.

Article 7 - Completion and repair of defects

- If the contractor has indicated that the work is ready to be delivered and the client does not approve the work within fourteen days and accepts it with reservation or not or refuses to indicate the defects,The client is deemed to have tacitly accepted the work. After acceptance, the work is considered completed.
- After completion, the work is at the client's risk. Therefore, he continues to owe the price, regardless of whether orDeterioration of the work due to a cause that cannot be attributed to the contractor.

3. The contractor has been released from liability for defects that the client should reasonably have discovered at the time of delivery, but has not reported.
4. If the work shows defects after completion for which the contractor is liable, the client must, unless this cannot be required of him in connection with the circumstances, give the contractor the opportunity to correct the defects within a reasonable period of time, without prejudice to the contractor's liability for damage resulting from the defective delivery.
5. The client can demand that the contractor removes the defects within a reasonable period of time, unless the costs of restoration would be disproportionate to the interest of the client in repair instead of compensation.

Article 8 - Liability

1. If certain parts of the agreement are fulfilled by third parties, then the contractor is not liable for these parts and for the actions of these third parties, if and insofar as this is not done under his direction.
2. In the event of defects for which he is liable by the client in theTo remedy these defects or to limit or eliminate the damage resulting from those defects.
3. The contractor is not liable for indirect damage to the client or third parties, including consequential damage and business damage.
4. The contractor is not liable for damage due to intent or gross negligence on the part of its non-managerial subordinates.
5. The contractor is not liable for damage resulting from exceeding the execution period.
6. Client indemnifies the contractor from all successful claims of third parties regarding work performed by the contractor and/or delivered goods as a result of which that third party may have suffered damage, regardless of the reason or onAt what time that damage was suffered.
7. In the event of liability of the contractor, the contractor is never obliged to compensate an amount higher than 25% of the damage suffered with a maximum of the invoice amount (excluding VAT) of the relevant work. In the event that the contractor is insured for the damage in question, his liability is limited to the amount that will be paid by the insurer in the relevant case.
8. If the client is any related to the agreement risk, he is obliged to indemnify the contractor from this risk.
9. Any claim for damages from the client shall lapse if the claim is not made within one month after the damage or defect has been established or reasonableShould have been discovered in a way, has been made known in writing to the contractor and if it has not been brought before the court within one year after that time.
10. Contractor is not liable for damage caused by contractor is based on incorrect and/or incomplete information provided by the client.
11. The client bears the risk of damage caused by defects in materials made available by him, or used at his request, unless the contractor has his duty of warning within the meaning of Article 7:760 jo. 7:754 BW has violated.
12. The client bears the risk of damage to all materials, parts or tools on the job.

Article 9 - Force Majeure

1. Force majeure means: circumstances that permanently or temporarily prevent the performance of the agreement and that are not attributable to the contractor. This also includes: shortage of staff at contractor, strikes inOther companies, wild or organized strikes in the contractor's company, a general lack of raw materials needed, unforeseeable stagnation at suppliers, general transport problems and government measures.
2. AssignmentsIt also has the right to invoke force majeure if the circumstance that causes force majeure occurs after the contractor should have fulfilled his obligation.
3. In case of force majeure heThe contractor has the right to suspend his obligation. If the impediment of performance as a result of force majeure continues for more than one month, both parties are entitled to dissolve the agreement, without an obligation in that case. Ting to compensation exists.
4. If the contractor has already partially fulfilled his obligations at the time of the occurrence of the force majeure, the contractor is entitled to a proportional part of the established price on the basis of the reeDs work performed and costs incurred. This does not apply if this part of the agreement does not have an independent value.

Article 10 - Payment and interest

1. Payment must be made within fourteen days of the invoice date. After the estAnd of these fourteen days the client is in default and all claims of the contractor on the client become immediately due.
2. From the moment of default, as referred to in paragraph 1, the client shall be charged an interest rate of 1.5% per mAand over the amount due.
3. In the event that payment in installments has been agreed and the client is in default with the payment of an installment, the contractor is entitled, without prejudice to his other rights, to suspend the workUntil the client has fulfilled all his due obligations.
4. The client must pay without a discount or set-off with any disputed or undisputed claim of the client against the contractor.
5. In the event of liquidation, Bankruptcy or suspension of payment by the client, or in the event that the client has otherwise come into payment difficulties and/or the client converts his business into another legal form, or transfers it to a third party, or the plaFrom his establishment and/or his place of residence abroad, the obligations of the client will be immediately due.
6. Every payment always extends to the payment in the first place of all due interest and kosTen and secondly of the oldest outstanding invoices, regardless of whether the client states at the time of payment that it relates to a later invoice.

Article 11 - Termination of the agreement

1. The claims of opdrachtneer on client are immediately payable in the following cases:
If the client does not, does not properly or does not comply in a timely manner with any obligation arising from the agreement;
IndieN after the conclusion of the agreement, the contractor becomes aware of circumstances that give good reason to fear that the client will not meet his obligations;
If contractor client at the conclusion of the agreementOmst has asked to provide security for the fulfillment and this security fails or is insufficient.
2. In the cases mentioned, the contractor is entitled to suspend the further execution of the agreement, or the agreement toAnd reimbursement of costs, damages and interest, as well as to recover the goods not yet paid but delivered for the execution of these agreements.

Article 12 - Property and copyrights

1. AAll originals of drawings, sketches, specifications, budgets, estimates, reports and other documents that the contractor has produced in the performance of the contract remain his property, regardless of whether they have been made available to the client or to third parties.
2. The contractor has, to the exclusion of any other, the right to produce, disclose and reproduce his designs, sketches, photos and all other images of his design that are referred to in the Copyright Act 1912 orIn the Benelux Act, on drawings and models, regardless of whether they have been made available to the client or to third parties.
3. The client is not allowed to carry out a design, or part thereof, by the contractor. Without the express consent of the contractor.

Article 13 - Retention of title

1. Until the full satisfaction of all claims arising from the agreement, including interest and costs, oThe goods delivered to the customer are the exclusive property of the contractor.
2. Until the time of full satisfaction, the client is not authorized to pledge or dispose of the goods to third parties. If third parties have any right to the deliveredIf you want to establish business, the client is obliged to inform the contractor as soon as possible. The client is obliged to keep the goods on which a retention of title rests for the benefit of the contractor identifiable and/or to mAken and these of each other and of the other goods located at the client aF to be without.
3. If the client does not fulfill his obligations or if there is a well-founded fear that he will not do so, the contractor is entitled to remove or have removed the delivered goods from the client or from third parties who keep the goods for the client. The client is obliged to provide full cooperation to this end under penalty of a fine of 10% of the total contract fee for each day that he defaults with this.

Article 14 - Applicable law and settlement of disputes

1. Dutch law applies to any agreement between the contractor and the client, unless the parties expressly agree otherwise in writing.
2. Disputes are submitted to the Dutch court, unless the parties in writing to youIt is expressly different.