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GENERAL CONSUMER CONDITIONS FOR THE APPROVED PAINTERS, WALLPAPERS AND GLAZING COMPANY IN THE NETHERLANDS (finishing companies)

These General Consumer Conditions for the AF-recognized painters, wallpaperers and glazing company in the Netherlands, represented by the Stichting Erkenningsregeling voor het Afwerkingsbedrijf (STAF), were established in June 2004 in consultation with the Consumer VoucherD and Vereniging Eigen Huis in the context of the Coordination Group Self-Regulation Consultation of the Social and Economic Council and enter into force on 1 September 2004. The CZ would appreciate it if this is with a quote from these General Terms and Conditions Is mentioned.

These conditions have been filed by STAF with the Chamber of Commerce in Gouda under number 41174154.

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ARTICLE 1 - Definitions

In these terms and conditions:

Consumer: natural person or association of owners, who does not act in the exercise of profession or business.

Entrepreneur: natural or legal person, recognized by STAF, who issues business offers and who performs glass, painters, wallpapering and/or finishing work and supplies products to be processed for this purpose.

Work: the total of the work agreed between the consumer and the entrepreneur and materials supplied by the entrepreneur. STAF (AF Foundation): Foundation for the Recognition Scheme for the Finishing Company.

ARTICLE 2 - Scope

These general terms and conditions apply to all agreements between entrepreneur and consumer.

ARTICLE 3 - Offer

1. The offer for work is made in writing or electronically, unless urgent circumstances make this impossible.
2. The offer is provided with a date and is irrevocable for 30 days after receipt.
3. The offer includes a description of the work to be performed and the materials to be delivered that is sufficiently detailed to enable a good assessment of the offer by the consumer.
4. The offer states as precisely as possible the time or period at which the work can begin and contains an indication of the duration of the work and a fixed or verifiable date of completion.
5. The offer provides insight into the price of the materials and into the pricing method that will be used for the work to be carried out: hiring or directing.
 - a) In the pricing method, assume sum, the parties agree on a fixed amount for which the work will be performed;
 - b) In the pricing method of management, the entrepreneur makes an accurate statement of the price factors (including hourly rate and unit prices of the required materials).At the request of the consumer, the entrepreneur can give an indication of the expected implementation costs by mentioning a target price.
6. The offer mentions the payment method.
7. The offer is accompanied by a copy of these terms and conditions.

ARTICLE 4 - Conclusion of the agreement

The agreement is concluded by acceptance of the offer by the consumer, preferably in writing or electronically.

ARTICLE 5 - Obligations of the entrepreneur

1. The entrepreneur will carry out the work properly, properly and in accordance with the provisions of the agreement. The work is carried out within normal working hours, unless otherwise agreed.
2. The company in the execution of the work, it observes the applicable regulations as they are or will be in force at the time of the execution of the work.
3. The entrepreneur is obliged to point out to the consumer:
 - On the assigned activities, including working on a defective substrate

- Inaccuracies in the constructions and methods required by the consumer;

- Defects in the (un)movable property for which the work is carried out;

- Defects in or inadequacy of materials or aids made available by the consumer;

- This insofar as the entrepreneur knew or should reasonably have known these defects or inaccuracies.

4. The entrepreneur is liable for the damage, unless it is not attributable to him.

5. The entrepreneur shall ensure that the work is carried out by relevant experts.

6. The entrepreneur indemnifies the consumer against claims from third parties to Compensation for damage, insofar as it is due to the execution of the work. Is inflicted and culpable of negligence, negligence or wrongful actions of the entrepreneur himself or his subordinates or other by the auxiliary personnel involved in the execution of the work.

ARTICLE 6 - Obligations of the consumer

1. The consumer gives the entrepreneur the opportunity to perform the work.

2. The consumer ensures that the entrepreneur can dispose of the approvals required for the work (such as permits, etc.) and the data to be provided for the work.

3. The consumer provides the connection options available to him for the energy and water required for the work.

The costs of electricity, gas and water are at his expense.

4. The consumer must ensure that work and/or deliveries to be carried out by third parties that do not belong to the work of the entrepreneur such and be carried out in such a timely manner that the execution of the work is not delayed. If, nevertheless, a delay occurs, the consumer must notify the entrepreneur in good time.

5. If the start or progress of the work is delayed by circumstances, as referred to in the preceding paragraph, the consumer must compensate the related damage and costs to the entrepreneur if these circumstances can be attributed to him.

6. The consumer bears the risk of damage caused by:

- Inaccuracies in the assigned work;
- Inaccuracies in the constructions and methods required by the consumer;
- Defects in the (un)movable property for which the work is carried out;
- Defects in materials or tools made available by the consumer.

This does not detract from the entrepreneur's duty to warn the consumer pursuant to Article 5(3).

ARTICLE 7 - More and less work

1. In the case of the price formation method contract sum within the meaning of Article 3 paragraph 5, the consumer may, after the agreement has been concluded, in accordance with the price formation method without a separate agreement being concluded, instruct more or less work, provided that the balance of the resulting set-offs does not exceed 10% of the price of the work.
2. More or less work for a total amount greater than 10% of the price of the work is, except in emergency circumstances agreed in writing or electronically.

ARTICLE 8 - Force Majeure

1. If the execution of the work is temporarily impossible for one of the parties, the other party is released from its obligations for that period.
2. If the execution of the work is permanently impossible for one of the parties due to a reason that cannot be attributed to it, the other party is entitled to terminate the execution of the work against compensation to the other party for the costs reasonably incurred.

ARTICLE 9 - Completion

1. If the delivery date or the agreed time or period of time is exceeded, the entrepreneur is obliged to compensate for the detectable damage suffered as a result, unless the excess cannot be attributed to him.
2. The work is delivered when the entrepreneur has informed the consumer that the work has been completed and he has accepted the work.
3. The work is considered to be delivered:
 - When no later than 14 working days have elapsed after the consumer has received from the entrepreneur by registered letter the notification that the work has been completed and has failed to enter into the work within that period;

- When the consumer takes the object to which the work has been carried out back into use, on the understanding that by using part of the work, that part is considered to have been delivered, unless the consequence attached to use (delivery) is not justified.

ARTICLE 10 - Payment in installments

1. The parties may agree that payment shall be made in instalments in proportion to the progress of the work. In that case, payment must take place no later than two weeks after receipt of the invoice.
2. If payment in installments has been agreed and the entrepreneur is Obligation regarding the continuation of the work, the consumer has the right to suspend the further payment of installments.

ARTICLE 11 - The final settlement

1. Within a reasonable period of time after delivery, the entrepreneur must Consumer in the final settlement.
2. The final statement gives a clear description of the work, broken down according to the original order, and of the possibly assigned additional and/or less work.
3. The final statement gives a specification of the materials used and the costs thereof, of the hours worked and the hourly rates and of the other costs. If applicable a specification of more and/or less work is also included.
4. The specification mentioned in the previous paragraph does not take place insofar as the work was carried out for a contract fee, except for more and/or less work.
5. If the entrepreneur submits a target price in the pricing method of direction, this target price may not be exceeded by more than 10%, except for additional work in compliance with the provisions of Article 7. The reason for a possible exceeding of the price serves from the specification To be clear.
6. Payment of the final statement takes place within three weeks of receipt of the invoice.

ARTICLE 12 - Non-compliance with the payment obligation

1. If the consumer does not pay on time, he is legally deemed to be in default without further notice of default. If the late payment has been applied due to an alleged complaint or lack of the work performed upon delivery, the consumer only entitled to withhold the amount relating to the disputed part. The consumer then follows the dispute settlement according to Article 14.
2. The entrepreneur can charge interest on the payment that has not been made on time from the expiry of the payment period referred to in Article 10 paragraph 1 and Article 11 paragraph 6 until the day of receipt of the amount due. This interest is equal to the statutory interest as a result of Article 6:119 of the Civil Code.
3. After the expiry of the period of two weeks referred to in paragraph 1, the entrepreneur is entitled to recover the amount owed to him without further notice of default. If the entrepreneur does so, the associated and extrajudicial costs to reasonableness for the account of the consumer.
4. If the consumer defaults with the payment of a term as referred to in Article 10, the entrepreneur is entitled to stop the work, provided that he has the consumer has summoned in writing or electronically to proceed with payment. The provisions of the preceding sentence shall not affect the entrepreneur's right to compensation for costs, damages and interest.
5. The entrepreneur remains the owner of not yet processed materials, until the consumer has met his payment obligation.

ARTICLE 13 - Warranty

1. The entrepreneur guarantees that any defects in the work after delivery will be made free of charge during the periods mentioned below and remedied, unless he proves that the defect is not related to the work. The foregoing is without regard to the fact that the entrepreneur may remain liable for any defects in the work under the law even after the aforementioned periods.
2. Exterior painting guarantee
The entrepreneur guarantees that the exterior painting carried out:
 - a. Will provide sufficient protection against weather damage;
 - b. Will provide sufficient protection because the applied paint system to the Subsoil will remain attached and will not weather in a way that is harmful to the substrate;
 - c. Is installed using the correct application system and/or materials according to the manufacturer's instructions.
The Guarantee is given on the exterior painting carried out at:
 - A. transparent stain
 - Transparent varnishes
 - For a period of two years;
3. Warranty interior painting
 - a. The entrepreneur guarantees that the interior painting carried out
 - b. Will provide sufficient protection because the applied paint system to the Subsoil will remain attached and will not weather in a way that is harmful to the substrate;

- c. Is applied using the correct application system and/or materials in accordance with the manufacturer's instructions.

The guarantee is given for a period of four years.

4. Warranty glazing
The entrepreneur guarantees that the insulating double glazing will be installed in accordance with the applicable standards and practical guidelines. Without prejudice to the warranty given by the manufacturer on the insulating double glass, the entrepreneur guarantees that during a period of five years after placement of the glass there will be no reduction in transparency due to dust deposits or condensation between the leaves of installed insulating double glazing. The consumer can extend this period by five years by having the installed insulating double glazing inspected by the entrepreneur in the fifth year after installation, after which any recommended must be carried out by the entrepreneur.
The warranty is not covered: -
mechanical breakage;
- Thermal fracture;
- Condensation on the chamber or outside of the window; - interference (discoloration).
5. Warranty wallpapering
The entrepreneur guarantees that the wallpaper/wall covering is correctly applied to the wall, as well as that the applicable factory regulations are observed.

ARTICLE 14 - Dispute settlement

1. Disputes between the consumer and the entrepreneur on the establishment or execution of agreements with regard to services and goods to be delivered or delivered by this entrepreneur, may be made by both the consumer and by the entrepreneur in the Dispute. Encommissie Schilders-, Behangers- en Glaszetbedrijf, Bordewijklaan 46, PO Box 90600, 2509 LP in The Hague (www.sgc.nl).
2. A dispute will only be dealt with by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur.
3. After the complaint has been submitted to the entrepreneur, the dispute must be submitted to the Disputes Committee no later than twelve (12) months after its occurrence.
4. When the consumer arises a dispute with the Dispute Committee, the entrepreneur is bound by this choice. If the entrepreneur wishes to do this, he must ask the consumer to decide within five weeks whether he agrees. The entrepreneur must announce that he is after the farthest Kingdoms of the aforementioned period will consider free to be able the dispute to the court.
5. The Disputes Committee shall rule in compliance with the provisions of the regulations applicable to it. The rules of the Disputes Commissioner will be sent on request. The decisions of the Disputes Committee are made by way of binding advice. A fee is due for the handling of a dispute.
6. Only the judge or the Dispute mentioned above The Committee is competent to hear disputes.

ARTICLE 15 - Industry guarantee compliance with binding advice

1. STAF guarantees the fulfillment of the binding advice of the committee by its members, unless the member the binding advice submits to the court for annulment within two months of its dispatch. This guarantee is revived if the binding advice has been maintained after examination by the court and the judgment showing this has become final.
2. For the application of this guarantee, it is required that the consumer makes a written or electronic appeal to Stichting AF, PO Box 30, 2741 AA Waddinxveen, tel. 0182 571660; www.af-erkend.nl.
3. STAF does not provide a guarantee of performance in advance before the consumer has met the collection requirements for the purpose of handling the dispute (payment of complaint fee, return completed and signed questionnaire and any deposit deposit) one of the following situations:
 - The member has been granted a suspension of payment or
 - The member has been declared bankrupt or
 - The business activities have actually been terminated.
 Decisive for this last situation is the date on which the company Termination is registered in the Commercial Register or an earlier date, of which STAF can make plausible that the business activities have actually been terminated.
4. The guarantee by STAF is limited to € 10,000 per binding advice. STAF verstr This guarantee is subject to the condition that the consumer who invokes this guarantee transfers (asses) his claim on the basis of the binding advice up to a maximum of the amount paid to STAF at the same time as the honoring of his appeal on the performance guarantee.
For the more, STAF has a duty of effort to ensure that the member complies with the binding advice. This effort obligation means that the consumer is offered to transfer his claim for the excess also to STAF Carry, after which this organization will request the payment thereof in court in its own name and at the expense of STAF to satisfy the consumer or the consumer is offered that STAF in the name of the consumer and at the expense of the STAF the (out-of-) court collection Procedure will conduct, all of this at the choice of STAF.

ARTICLE 16 - Amendment of general terms and conditions

STAF will only change these terms and conditions in consultation with the Consumers' Association and the Own House Association.