

GENERAL TERMS AND CONDITIONS Bureau BB

Article 1 About Bureau BB

Bureau BB is located at 2e Daalsedijk 6a, 3551 EJ in Utrecht. My name is Berna Bakker. I am the proud owner of the sole proprietorship Bureau BB, also trading under the name Bureau Berna Bakker.

The address of my website is <https://bureaubb.nl>.

You can reach me in the following ways:

- Email : berna@bureaubb.nl
- By phone : +31-6-24255453 (also via WhatsApp)
- Instagram : www.instagram.com/bureau_bb/
- Via the contact form on the website

Services provided by Bureau BB include:

- Concept Development;
- Interior Design;
- Inspiration Tours in Europe;
- Project Management

Chamber of Commerce number: 64685195

Article 2 Definitions

Some definitions occur more often in these general terms and conditions. Below, I will briefly explain these definitions to you.

By the terms, *I*, *me/my* and *mine*, I mean:

- Bureau BB, as defined in article 1 of these general terms and conditions. Bureau BB is the owner and user of these general terms and conditions and/or;
- The third party(ies) appointed and/or hired by Bureau BB.

When I talk about *you* and *your*, I mean you, my client. You are the legal entity or natural person, whether or not acting in a profession or business, to whom Bureau BB makes an offer and/or with whom Bureau BB has concluded or wishes to conclude an agreement. If you are a *consumer*, you are the natural person not acting in a profession or business.

The user (me) and the client (you) together are described as *parties*.

To me, *in writing* means on paper or via e-mail/contact form.

When I use the term *service*, I mean an assignment in which I carry out the agreed work for you.

A *work* means a work as described in the Dutch Copyright Act. This includes (not limited to!): free giveaways, my designs, sketches, drawings, elaborate proposals and/or models.

A *service provision agreement* is an agreement to be entered into or concluded by the parties in accordance with Article 7:400 of the Dutch Civil Code (BW).

An *offer* includes all offers and/or quotations, in the broadest sense of the word.

A *participant* is the natural person, the guest, who actually participates in and/or uses the Inspiration Tour

Article 3 Applicability of the terms and conditions

These general terms and conditions apply to all offers, as well as to all agreements that I conclude with you and to invoices. In case of additional work and/or a follow-up assignment, these general terms and conditions apply as well.

Deviation from these general terms and conditions is only possible if the parties explicitly agree in writing. In case the parties agree to make a deviation, the deviation will only apply to the agreement for which the deviation has been agreed. You cannot rely on that deviation in other (future) agreements with me.

I have the right (unilaterally) to amend and/or supplement these general terms and conditions. Amendments and/or supplements, minor in nature and/or of minor importance, may always be implemented by me. Amendments and/or supplements, large in nature and/or demonstrably to your disadvantage, will always be discussed with you in advance.

Your (general) terms and conditions do not apply to agreements you conclude with me.

These general terms and conditions also apply in case (the services of) third parties are used for the execution of the agreement.

If one or more provisions in these general terms and conditions are at any time partially or completely void or annulled, these general terms and conditions will remain fully applicable. The parties will then consult with each other in order to agree on new provisions, to replace the void or annulled provisions. The purpose and scope of the original provisions will be respected as much as possible.

If I do not always require strict compliance with these general terms and conditions, this does not mean that the provisions thereof do not apply or that I would, in any way, lose the right to require strict compliance with the provisions of these general terms and conditions in other cases.

Article 4 Offer, (conclusion of the) agreement, confirmation and duration

In principle, all offers are without obligation. In case the offer is only valid for a certain period, this will be explicitly stated in the offer.

In order to assess whether and if so what I can do for you, I will schedule an appointment with you. This appointment is by way of introduction. Should there be any costs involved, you will be informed in advance and in writing. You can never derive any rights from (the content of) this appointment.

An offer is based on the information you provide to me. I therefore request you to share all relevant information about the assignment with me.

Unless agreed otherwise and in writing, preparing an offer is free of charge.

In case (additional) conditions are attached to an offer, this is explicitly stated in the offer.

In case of a composite offer, I will not be obliged to carry out only part of the assignment if you accept only part of the offer. A composite offer is one in which I offered you a combination of several services or assignments.

In case of an obvious error, mistake and/or clerical error, I am not bound by that offer.

Offers do not automatically apply to future agreements you conclude with me.

The agreement is concluded:

- after you accepted and confirmed my offer and my general terms and conditions in writing and;
- you met the conditions set and;
- you received a written confirmation from my side;
- unless the offer is revoked by me, within 5 days after your acceptance.

Unless explicitly agreed otherwise, agreements are entered into for a definite period of time.

Article 5 Modifications and additional work

If you wish to amend and/or supplement the agreement, please inform me as soon as possible and in writing. Each amendment and/or supplement is treated as an additional agreement (additional work). It is my right to refuse the amendment/supplement. In case I will refuse this, this does not constitute a defect on my side in the execution of the agreement.

Additional work may arise, inter alia:

- because certain circumstances or facts were not known at the time of the conclusion of the agreement and/or;
- because you have not or not timely provided me with all data and/or;
- you wish to change the initial agreement;
- you wish to purchase additional and/or supplementary services.

Additional work is charged on the basis of the applicable fee/(hourly) rate, unless I make other written arrangements with you.

Article 6 Execution of the agreement and guarantee

I will execute the agreement according to the requirements of good craftsmanship, retaining the freedom to interpret the assignment according to my own technical and creative insight, taking into account the specified purpose.

You are obliged to provide me (in good time) with all information and data, which you can reasonably suspect I need in the execution of my services. You shall always give me your full cooperation.

I am entitled to make use of (the services of) third parties in the execution of the agreement, without prejudice to my responsibility for the confidential treatment and proper execution of the agreement. Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (BW) are explicitly excluded.

The agreement solely will be performed on behalf of you and/or your company. Third parties cannot derive any rights from (the content of) the services carried out by me, under any name or title whatsoever.

If I agree with you on certain execution periods, these are always indicative, unless parties explicitly agree otherwise in writing.

An execution period only starts to run at the moment:

- I received all data, necessary for the execution of the agreement and/or;
- if parties agreed so, I received your (down)payment on my account and/or;
- you complied with other conditions set (if any).

Until then, I have the right to suspend the execution of the agreement. I have the right to charge you for any costs, incurred as a result.

If it appears, during the execution of the agreement, that it is necessary for a proper execution thereof to modify or supplement the agreement, the parties will timely and in mutual consultation adapt the agreement. This may increase or decrease the originally agreed fee, all this in relation to the contents of article 5 of these general terms and conditions.

If the agreement is performed in phases, I have the right to wait to start the next phase, until you approved the previous phase in writing.

If I carry out work at (your) location, you guarantee me to make a suitable workplace available, which meets the (legal) standards and regulations set for it.

I guarantee that all services comply with the agreement, the specifications mentioned in the offer/agreement, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations, on the date the agreement was concluded.

I have a best-efforts obligation and a delivery obligation. Therefore, I can never guarantee that, due to (the help of) my services, you will achieve a certain result and/or that the result will meet your expectations. After all, achieving a result depends on several factors. In addition, expectations are personal in nature and tastes can and may differ.

Article 7 Concepts

In principle, you will receive all concepts of, among other things (not exhaustive!), sketches, designs and elaborated proposals digitally.

You inform me as soon as possible and in writing whether you agree with the concept. If necessary, I can make simple revisions, free of charge and, with a maximum of two (2) correction rounds, unless explicitly agreed otherwise in writing.

In case of multiple and/or major revisions, I have the right to charge extra. Of course, I will inform you about this first.

In case I do not receive a response from your side within fourteen (14) days, that concept is considered final.

Article 8 Intellectual property and the right of use

Intellectual property rights is a collective term for rights, vested on a work. They protect the person who created the work, against the use, copying and/or exploitation of that work by others without the creator's permission.

All intellectual property rights that belonged to you before the conclusion of the agreement, continue to belong to you. Intellectual property rights that belonged to third parties, prior to the conclusion of the agreement, continue to belong to these third parties.

All intellectual property rights arising from the agreement belong to me and/or my licensors, unless explicitly agreed otherwise in writing. This also applies (not exhaustively!) to free giveaways, unimplemented concepts and/or elaborated proposals. Without my explicit and written consent, you may not reproduce, edit, modify and/or disclose any work, in the broadest sense of the word.

For any infringement of my intellectual property rights, I will charge three times the agreed fee, not losing the right to compensation for any other damages suffered, including direct and indirect damages, as well as actual judicial and extrajudicial costs.

You indemnify me against claims of and/or by third parties for alleged infringement of property, patent, copyright or other intellectual property rights related to the execution of the agreement.

Conducting research by me, into the existence of possible intellectual property rights in respect of the data/materials provided by you, is not part of the agreement.

Unless the work does not lend itself to this, I have the right to mention my (company) name on or near the work or to remove it (or have it removed). I may also use the work (with the exception of confidential information) for my own (promotional) purposes, including website, portfolio, social media and printed matter, unless explicitly agreed otherwise in writing.

Unless the parties explicitly agreed otherwise, once you have fulfilled your obligations under the agreement, you may use the work one time for the agreed use.

I consider the use(s) of a work in a manner other than agreed, to be an infringement of my intellectual property rights. You are not allowed to transfer a work to a third party, unless the parties have agreed to this in writing.

Article 9 Right of withdrawal

By the right of withdrawal, you (consumer) have the possibility to waive the distance contract within a period of 14 days, the so-called cooling-off period. The cooling-off period starts the day after I confirmed your acceptance of my offer. A distance contract is concluded exclusively by means of one or more means of distance communication. In a distance contract, parties have not been in the same room at the same time.

If you wish to invoke your right of withdrawal, you have to indicate this in writing by sending an e-mail to berna@bureaubb.nl. Although I would like to be informed about the reason for your withdrawal, you are not obliged to mention this to me.

Should my services start within the cooling-off period, you give me your explicit consent to do so and thereby explicitly waive your right of withdrawal.

In case I requested you to make a (down) payment in advance, I will refund this (down) payment within fourteen (14) days, provided you validly invoked your right of withdrawal.

Article 10 Suspension, termination and cancellation of the agreement

I have the right to suspend or terminate the agreement with immediate effect in case:

- you do not, not completely or (repeatedly) do not fulfil your obligations under the agreement in time, even after I have explicitly pointed this out to you and given you the opportunity to remedy the defect (breach of contract!);
- after concluding the agreement I have become aware of circumstances which give me one or more good reasons to fear, that you will not fulfil your obligation(s) under the agreement;
- because of a delay on your side, it can no longer be expected from me, to fulfil the agreement under the originally agreed conditions;
- circumstances arise, which are of such nature, that fulfilment of this agreement is impossible.

If the suspension or termination can be attributed to you, I have the right to recover any damage from you which I suffered as a result, including the (in)direct costs incurred.

Termination of an agreement is done through cancellation. Termination is done in writing by post and/or by sending an email to: berna@bureaubb.nl

According to Article 7:408(1) of the Dutch Civil Code (BW), you (the consumer) have the right to partly or fully terminate a service provision agreement with immediate effect. In doing so, I have the right to charge you for the services I already performed up to the time of termination. Also the costs for any items ordered, as well as the costs for supply, removal and delivery and the costs for third-party services are eligible for reimbursement.

Agreements for an indefinite period of time can be cancelled by giving one (1) month's notice.

You (legal entity or natural person, acting in a profession or business) always have the right to terminate a fixed-term contract. In that case, you do owe me the total invoice amount as agreed between the parties. Agreements for an indefinite period may be terminated subject to three (3) months' notice. If you want me to (actually) stop performing my services during those three months, you will pay me a compensation equal to the average invoice amount, calculated over the last three (3) months, prior to the termination.

In the event of liquidation, (an application for) suspension of payments or bankruptcy, attachment on your part or in case you are designated for debt restructuring, or if you cannot/(no longer) dispose freely of your assets, I have the right to terminate the agreement with immediate effect. I will not owe you any compensation in that case. Any claims I may have on you, become immediately due and payable in the aforementioned situations.

Article 11 Payment

Unless explicitly stated otherwise, all prices are:

- Inclusive of VAT for you as a consumer;
- Exclusive of VAT for you as a legal entity or natural person acting in a profession or business;
- Exclusive of any other government levies;
- Exclusive of any costs I incur (extra) in carrying out the assignment.

I have the right to adjust my prices/(hourly) rates in the interim, even if this increase is a result from an event as referred to in article 5 of these general terms and conditions or from a power or obligation under the law, under regulations and/or is caused by an increase on grounds that were not reasonably foreseeable at the time the agreement was concluded.

You will receive my invoices digitally.

I am entitled to ask you for a down payment. As soon as I have received your down payment, I will start executing the agreement.

For long-term assignments, I have the right to invoice per phase/month. In principle, after good receipt of payment for the completed phase, the next phase will be started.

Unless otherwise agreed, I apply a payment term of fourteen (14) days after invoice date.

You transfer the amount to be paid, including VAT, to the account number stated on the invoice and within the payment term.

In case you do not pay on time, I will point this out to you. You will then be given a further period of fourteen (14) days to fulfil your payment obligation. If you still have not paid by then, you will owe me statutory interest on the outstanding amount after those fourteen (14) days have elapsed, until you have paid the amount. I will also charge you for any extrajudicial collection costs incurred by me, in each case with a minimum of €40 euros (in words: forty euros) for you as a consumer and a minimum

of €150.00 (in words: one hundred and fifty euros) for you as a legal entity or natural person acting in a profession or business.

Any objections to the (amount of the) invoice do not suspend your payment obligation. In addition, you are not entitled to set off your invoice against (alleged) claims against me.

Article 12 Retention of title and consignment

As long as you have not properly fulfilled all obligations under the agreement, including (full) payment of the invoice, I retain full ownership (retention of title) of all goods already delivered and to be delivered. Any damage and/or destruction of these goods are entirely at your risk and expense.

I have the right to reclaim products if you fail to honour the agreement, if you liquidate, apply for a suspension of payment, you are declared bankrupt or the goods are seized.

As long as the ownership of the products has not (yet) passed to you, you are not permitted to pledge these products to third parties or to encumber them for the benefit of others.

Products which you received from me on consignment, remain my full property. While the products are under your responsibility, you will handle them with care and you will do what can reasonably be expected of you to safeguard my property. In case of damage, theft or loss, I have the right to charge you (part of) the value of the products given on consignment.

At my request, you are obliged to surrender to me the goods given to you on consignment with immediate effect.

You give me your unconditional and irrevocable permission to enter all those places where my property is located in cases where I wish to exercise my property rights. Next to that, I have the right to take all my products with me in that case.

Article 13 Liability and indemnity

I am only liable if and insofar as stated in this article and/or in these general terms and conditions.

I am only liable due to an attributable failure in the performance of the agreement if you immediately and properly give me written notice of default, you grant me a reasonable period to remedy the attributable failure and I still fail attributably after the expiry of that reasonable period.

In any event, I will never be liable for:

- your errors and/or shortcomings in the information, data or material, you provided or prescribed to me;
- misunderstandings, errors or shortcomings with regard to the execution of the agreement, if these have their origin or cause in your actions and/or omissions;
- errors or shortcomings of third parties engaged by you or on your behalf;
- errors or shortcomings of third parties engaged by me or on behalf of me;
- errors or shortcomings due to changes in the result by you and/or third parties engaged by you;
- damage(s) caused by third parties gaining unauthorised access to my work, including but not limited to hacking;
- certain (business) results and/or expectations you are not satisfied with (obligation of effort).

I am happy to think along with you, but I do not take any responsibility regarding exact measurements, architectural constructions, fire resistance, sound insulation, electrical, installation work, kitchen technology, music installations, plumbing, work and emergency lighting.

I am only liable for direct damage. I am not liable for any other forms of damage, including but not limited to consequential damage, trading loss, delay damage and/or loss of profit.

Should I nevertheless be liable, my liability shall in any case be limited to an amount equal to the invoice value excluding VAT of the agreement concerned. In case of an agreement for an indefinite period, the liability is limited to an amount equal to the average invoice value excluding VAT over a period of three (3) months prior to the event causing damage.

I cannot be held liable for damages for which you (non-consumer) are insured for.

Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code (BW), the right to claim damages shall lapse six (6) months after the event causing the damage was discovered or should reasonably have been discovered and in any event twelve (12) months after the event causing the damage occurred.

You shall indemnify me for all claims of and by third parties, including the (reasonable) costs of legal assistance, arising in any way from the agreement between the parties, barring intent or gross negligence on my part.

Shortcomings in the fulfilment of the agreement cannot be attributed to me if they are not due to my fault, nor are they for my account by virtue of the law, the agreement or according to generally accepted standards (force majeure).

Article 14 Force majeure

In these general terms and conditions, force majeure means, in addition to what is understood in this respect in the Dutch law and Dutch jurisprudence, all external causes, foreseeable or unforeseeable, which are beyond my control and as a result of which I am unable to fulfil my obligations. This includes in any case, but not exclusively: fire, accident, illness, strikes, riots, war, government measures, power cuts of longer duration, transport restrictions and terrorist threats.

During the period of force majeure, my obligations shall be suspended. If due to the force majeure, fulfilment of the obligation is completely not or no longer possible for more than a period of two (2) months, both parties are authorised to terminate the agreement, without any obligation to pay damages. However, your obligation to pay, remains for the work already carried out.

Force majeure on my side, does not constitute a defect in the fulfilment of the agreement.

Article 15 Confidentiality

When, before or during the execution of the agreement, parties become aware of certain information of the other party, which they (could reasonably) know to be of a confidential nature, parties shall not disclose this information to third parties in any way. An exception applies in case a statutory regulation or court ruling requires disclosure.

This obligation remains even after termination/end of the agreement.

The confidentiality obligation also applies to employees of both parties as well as third parties engaged by the parties to the agreement.

Article 16 Privacy policy

Your privacy is very important to me and I therefore handle your data with great care. In my privacy statement on my website, you can read how I take care of this.

Your data will only be stored and used for the purpose of executing the agreement.

Article 17 Kilometric reimbursement and parking costs

I have the right to charge you for:

- parking costs and/or;
- travel expenses a €0.25 excluding VAT (€0.30 including VAT) per kilometre and/or;
- travel time;

which I incur during the performance of the agreement, unless the parties explicitly agree otherwise in writing.

Article 18 Permits

If applicable, it is your own responsibility to timely and correctly apply for a permit, in the broadest sense of the word.

All (legal) fees relating to a permit or permit application are entirely at your expense.

It is your responsibility to act in accordance with the permit. Acting in contravention is entirely at your own risk and expense.

Article 19 Complaints and disputes

Should you have a complaint about the execution of the agreement, I regret that. I have a complaints procedure for such cases.

It is your responsibility to report a complaint to me in writing within ten (10) days after you have found a defect in the agreement. I request you to fully and clearly describe your complaint.

Within fourteen (14) days after I received your complaint, you will receive a response from me.

In any case, you give me four (4) weeks to resolve a complaint in mutual consultation with you. If the complaint has not been resolved after this four-week period, only then a dispute arise.

Raising a complaint does not exempt you from your payment obligation.

If your complaint is justified, I will enter into a dialogue with you to find a suitable solution. However, it is exclusively up to me to determine the way I will solve this with you.

All agreements between you and me, to which these general terms and conditions relate, are exclusively governed by Dutch law.

All disputes concerning these general terms and conditions and/or the agreement between parties are in principle subject to the judgement of the competent Dutch court within the district where I am established, unless the law provides otherwise.

Should there be any discrepancy between the English version of the general terms and conditions and the original Dutch version, the Dutch version shall prevail.