

Terms and Conditions Interior Stylist - Client



General:

These conditions apply in the relationship between client and interior stylist under express exclusion of the conditions of the client.

Article 1 Definitions

1.1 In order to prevent misunderstandings, for assignments carried out by sole proprietorship registered at the Chamber of Commerce under Chamber of Commerce number: 68585721 Frés Interiors Interieur & Styling, located in Leiden (hereinafter 'Frés Interiors'), the Terms and Conditions of Frés Interiors are included below.

1.2 Client: the natural person or legal entity who has granted the assignment to Frés Interiors.

1.3 Assignment: the agreement concluded between client and Frés Interiors.

1.4 Project: the whole of activities aimed to establish that which the client is intending.

1.5 Documents: information carriers in any form, provided by the client or by Frés Interiors.

1.6 Work: Frés Interiors accepts the assignment and performs work activities in service of the client in the area of interior design, interior styling and interior consultancy.

Article 2 General

2.1 These terms and conditions are applicable to all offers and assignment confirmations that the client concludes with Frés Interiors. The applicability of any purchase conditions or other conditions of the client are expressly set aside.

2.2 Any deviations from these terms and conditions are only valid if these have been agreed upon expressly in writing or electronically between client and Frés Interiors.

2.3 If one or more of the provisions in these terms and conditions are void or may be declared void, the other provisions of these terms and conditions remain fully applicable. If this happens, then Frés Interiors and the client will consult in order to agree upon new provisions to replace the void or voidable provisions, for which the scope of the original provision is followed to the extent possible and for as much as possible.

2.4 If a situation arises which has not been provided for in these conditions, then this situation should be assessed and handled 'in the spirit of' these terms and conditions.

2.5 Frés Interiors has the right to amend these terms and conditions and the content of its website. The conditions remain in force that were valid at all times when concluding the agreement for already concluded agreements.

Article 3 Offers and assignment agreements



- 3.1 The offers drawn up by Frés Interiors are completely free of obligation and can be revoked up to the moment of acceptance.
- 3.2 A provided assignment, with clear description, is confirmed in writing by Frés Interiors and confirmed for acceptance in writing by the client.
- 3.3 Oral agreements and clauses are only binding after these have been confirmed in writing or by email by Frés Interiors.
- 3.4 The offers and price indications drawn up by Frés Interiors are not valid for future assignments, unless specified otherwise.
- 3.5 An offer is valid for no more than 30 days.
- 3.6 The prices in the offers are including VAT and excluding travel and accommodation costs, parking costs, shipping and administration costs and other governmental levies, unless specified otherwise.
- 3.7 Frés Interiors cannot be obligated to its offer price, if this offer price, or a part thereof, contains an obvious mistake or clerical error.
- 3.8 A composed price indication does not obligate Frés Interiors to perform a part of the assignment for a corresponding part of the indicated price.
- 3.9 The client has taken note of the terms and conditions of Frés Interiors.
- 3.10 At all times, Frés Interiors has the right to refuse a potential client without giving reasons.
- 3.11 The Dutch law applies to all agreements concluded with Frés Interiors.

Article 4 The assignment

- 4.1 Frés Interiors makes a best effort to perform the assignment to the best possible result. Frés Interiors cannot be held liable for a disappointing result if the advice or design given by Frés Interiors which follows from the assignment ('Advice or Design') is carried out. In this case, the reimbursement agreed upon still needs to be paid. Whenever you decide not to carry out the Advice or Design - no matter the reason - then the reimbursement agreed upon still needs to be paid in full.
- 4.2 If the client wants to interrupt the assignment, then they are obligated to communicate this in writing to Frés Interiors, with reference of the reasons to do so. Parties will then consult thereafter to discuss the consequences. If Frés Interiors suffers loss due to this, then the client is obligated to reimburse that loss. Frés Interiors is obligated to limit the loss as much as possible.
- 4.3 The client remains responsible at all times for the choices and applications of the advice given by the interior stylist.
- 4.4 The client is obligated to treat all information of Frés Interiors with confidentiality, to the extent that the client knows or should know that this information is confidential.
- 4.5 Frés Interiors is at all times entitled not to accept an assignment.

Article 5 Personal information



5.1 Personal information of the client is stored in the client system of Frés Interiors in order to process assignments. Frés Interiors will never give personal information to third parties and will do everything to prevent that your information falls into the hands of third parties. Frés Interiors acts in accordance with the concerning legislation when using the personal information of the client.

Article 6 Prices and payment

6.1 Frés Interiors has the right to reimbursement for the execution of the Assignment. This can consist of a reimbursement per hour or a fixed amount. Parties make agreements on the reimbursement of incurred additional costs such as travel costs and printing costs. Payments of the invoice should occur within 14 days after the invoice date.

6.2 The determined prices are including VAT and excluding travel and accommodation costs, parking costs, shipping and administration costs and other governmental levies, unless specified otherwise.

6.3 No travel costs are charged within a radius of 25 km from Leiden.

6.4 Frés Interiors is allowed to request an advance payment from the Client before commencing with the performance of the Assignment. This advance payment usually consists of 25% of the fee. Frés Interiors is allowed to send an invoice after completion of parts of an Assignment. The exact amount is consulted on with the Client.

6.5 The client is required to provide Frés Interiors with all required materials and information necessary to be able to properly perform the Assignment. If Frés Interiors has to carry out extra work activities because the client has neglected to make the required information/materials available, then Frés Interiors will charge the additional work activities separately according to the usual rates.

6.6 Frés Interiors can provide advice about making use of third parties for implementing the Advice or Design. The role of Frés Interiors will never extend beyond bringing the Client into contact with the third party. Frés Interiors does not conclude agreements on behalf of the Client with the third party, not will they function as intermediary or agent.

Frés Interiors cannot be held liable for errors of these third parties/defects in the products which were made available by these third parties. If Frés Interiors makes statements about (possible) costs related to the execution of work activities by third parties, then these are always indicative and no rights can be derived from them.

Article 7 Property rights and copyrights

7.1 A retention of title lies on all products of Frés Interiors up to the moment that the order is fully paid.

7.2 Frés Interiors has the exclusive right to make and spread photos of the internal and external parts of a project realised to the design of Frés Interiors. However, Frés Interiors does require permission from the client to make the images public which show the internal part of the project.



The photos could be used as an example of styling and design on www.fresinteriors.nl.

7.3 Documents created by Frés Interiors in the context of the assignment becoming the property of the client after the client has satisfied its financial obligations towards Frés Interiors. The documents may be used with due observance of the legislation in the area of intellectual property.

7.4 No rights can be derived from drawings made by Frés Interiors. Frés Interiors is not an architect or building engineer. For the execution of (spacial) work activities, you are required to check the dimensions and/or involve a specialised professional to take care of the technical details.

7.5 All intellectual property rights resulting from the Assignment (including trademark rights, copyrights and design rights) accrue to Frés Interiors. The client acquires a right of use. Client will not spread the Advice or Design or make it public without the permission of Frés Interiors, unless parties agree upon otherwise.

Article 8. Complaints

8.1 Complaints directly related to services carried out by Frés Interiors should be communicated in writing as soon as possible, but certainly within 14 days after completion of the completed services.

8.2 If the complaint is well-founded, then Frés Interiors will continue to perform the work activities as agreed upon.

Article 9. Liability

9.1 In the event that furniture and accessories are damaged or stolen because of negligence by the client, then the resulting loss and damage is at the expense of the client.

9.2 Frés Interiors is not liable for loss and damage of any kind whatsoever. The client always remains liable for the choice and application of advice, materials and products, which have been advised by Frés Interiors during the advice.

9.3 If certain parts of the assignment, including constructive and installation advice, are fulfilled by third parties, then Frés Interiors is not liable for these parts and for the actions of these third parties. These third parties should be addressed independently in this case.

9.4 Frés Interiors is not liable for indirect loss or damage of the client or third parties, including consequential loss or damage and direct trading loss.

9.5 If the client believes that Frés Interiors has failed in its performance of its obligations, then they hold them liable in writing and will give them the opportunity to remedy this/these failure(s) at their own expense.

9.6 Each claim for damages lapses, if the claim has not been communicated to Frés Interiors in writing within 14 days after observing the loss or damage or the defect.

9.7 Frés Interiors is never liable whenever the advice is not followed, or partially not followed.



Article 10.
Force majeure

10.1 Force majeure is meant to be understood as every circumstance which continuously or temporarily impedes performance of the assignment, and which cannot be attributed to Frés Interiors. This includes strikes in companies with whom Frés Interiors has concluded agreements, a general lack of required resources, unexpected delay with suppliers, as well as when Frés Interiors is mentally or physically impeded to properly perform the assignment.

10.2 Frés Interiors and the client are required to inform each other of a situation of force majeure as soon as possible, and look for a suitable solution in that specific situation in joint consultation.

Article 11.
Dissolution of the agreement

11.1 The receivables of Frés Interiors on the client are claimable immediately in the following cases:

1. If circumstances communicated to Frés Interiors after concluding the agreement provide substantial reasons for Frés Interiors to fear that the circumstances will not meet its obligations.
2. If Frés Interiors has requested the client for security for the performance upon conclusion of the agreement and this security is not forthcoming or is insufficient.
3. In the aforementioned cases, Frés Interiors is entitled to suspend further performance of the agreement or to proceed to dissolution of the agreement, without prejudice to the right of Frés Interiors to claim damages.

Article 12.
Various

12.1 The terms and conditions are published on www.fresinteriors.nl.

12.2 The terms and conditions are in full force starting from the effective date of 1 January 2019 and exclusively applicable on assignments concluded on or after this date.

12.3 The client will receive the terms and conditions of Frés Interiors along with the offer/assignment confirmation.

12.4 The client is required to be informed of these conditions and to sign the offer/assignment confirmation for approval.

Article 13.
Applicable law and settlement of disputes

13.1 The Dutch law applies to the agreement between Frés Interiors and the client. The court with the jurisdiction to settle disputes between Frés Interiors and the client is the competent court in the district where Frés Interiors is located, or the competent court according to the law, at the discretion of Frés Interiors.

13.2 Parties commit to make a best effort to settle a dispute in joint consultation before relying on the court.

