



FAB 21 General Terms and Conditions

Article 1 Definitions

In these General Terms and Conditions, the terms listed below have the following meaning:

- 1.1 FAB 21: the contractor that performs work at the Client's request in the fields of interior architecture, interior design, renovation supervision and styling (Chamber of Commerce no. 78050375);
- 1.2 Client: the natural person, partnership, general partnership, limited partnership or legal entity that assigns or wishes to assign work to FAB 21;
- 1.3 Assignment: the activities as a whole agreed on between the Client and FAB 21, including the goods and materials purchased for that purpose, as recorded in the Agreement;
- 1.4 Agreement: the agreement between the Client and FAB 21 regarding the performance of the Assignment;
- 1.5 Project: all or part of the premises, building or structure to which the Assignment given to FAB 21 relates;
- 1.6 Additional Work: additions or changes to the work in relation to the Assignment originally given; and
- 1.7 Written/In Writing; including by e-mail.

Article 2 Applicability of these General Terms and Conditions

- 2.1 These General Terms and Conditions govern all offers and order confirmations relating to the services provided and goods supplied by FAB 21, as well as all agreements that it enters into and all resulting agreements, insofar as FAB 21 is the provider/supplier or contractor, all the above in accordance with the statements made in the offer or order confirmation, unless otherwise stated.
- 2.2 The applicability of any general terms and conditions used by the Client is expressly excluded. Any conditions, agreements or arrangements that differ from these General Terms and Conditions are valid only if and insofar as expressly agreed In Writing between FAB 21 and the Client.
- 2.3 If any provision of these General Terms and Conditions is void or voided, the remaining provisions of these General Terms and Conditions continue to apply in full. FAB 21 and the Client will then consult to agree on new provisions to replace the void or voided provisions, taking the purpose and intent of the original provisions into account, if and insofar as possible.

Article 3 Offers and order confirmations

- 3.1 All offers made and quotations given by FAB 21 that do not expressly provide otherwise are subject to contract. FAB 21 reserves the right to stipulate other provisions or and to make interim changes. FAB 21's offers are valid for a maximum period of 30 days, unless otherwise agreed. If the Client does not accept the offer within that period, the offer lapses. An agreement is not entered into until it is confirmed In Writing by FAB 21. FAB 21 has the right to revoke any offer made.
- 3.2 The contents of all offer documents, including drawings, descriptions and specifications, are as accurate as possible but are not binding.
- 3.3 An Assignment given, describing the services to be provided and work to be performed by FAB 21, must be confirmed In Writing by both FAB 21 and Client before an agreement is entered into. Oral agreements and provisions are not binding until they are confirmed In Writing by FAB 21 to the Client.
- 3.4 Article 3.3 is without prejudice to both parties' right to produce evidence of the giving of the Assignment by other means.
- 3.5 If neither party has confirmed the quotation or the Assignment In Writing or the Client has not yet signed the order confirmation for approval, but FAB 21 has commenced the performance of the Assignment, the Client is deemed to have approved the offer made in the quotation or in the order confirmation.



3.6 The prices stated in the offer are in denominated in euros (€) and are exclusive of VAT and all other government levies relating to the Assignment, unless otherwise expressly provided.

Article 4 Performance of the Assignment

4.1 The Client must provide all the information and make all the decisions required for the proper performance of the Assignment in good time.

4.2 If the Client provides FAB 21 with information, FAB 21 may rely on its accuracy and completeness in performing the Agreement. The Client is liable for any loss incurred by FAB 21 as a result of shortcomings in the information provided by the Client.

4.3 The Client indemnifies FAB 21 against any third-party claims relating to the use of advice, drawings, calculations, designs, materials, brands, samples, models, etc. provided by or on behalf of the Client.

4.4 The Client must give FAB 21 the opportunity to perform the Assignment for the Project, which expressly includes unrestricted access to the location where the Assignment is to be performed, whereby the location is fully and exclusively accessible by FAB21 and by the third parties engaged by it, with ample access to utilities.

4.5 The Client must ensure that all permits, exemptions and other orders required to perform the Assignment are obtained in good time before the work is commenced.

4.6 The Client may not give assignments, orders or instructions relating to the Project to third parties without informing FAB 21 accordingly.

4.7 The Client must arrange for inspection of the goods delivered no later than 24 hours after the goods delivered are made available to it or the work in question is performed, subject to forfeiture of the right to file any complaint regarding the goods delivered. The Client must thereby examine whether the quality and quantity of the goods delivered correspond to the agreements made and meet the relevant requirements agreed on between the parties. If that is not the case, the Client must immediately notify FAB 21 accordingly In Writing, but in any event no later than fourteen days after discovery. After that period the Assignment is deemed to have been properly performed.

4.8 All delivery times and planning schedules stated by FAB 21 are approximate and are therefore stated for information purposes only. If any delivery time or planning schedule stated is exceeded, that will in no event entitle the Client to damages or give it the right to dissolve (*ontbinden*) the Agreement, also not after notice of default is given, except in the event of gross negligence or intent. If any deadline cannot be met, FAB 21 will consult with the Client and propose a new tentative period.

4.9 The Client bears the risk of loss caused by:

- inaccuracies in the work assigned;
- defects of the Project to which the work relates;
- defects of materials or tools made available by the Client; or
- inaccuracies in the information provided by or on behalf of the Client.

4.10 The Assignment is deemed to have been completed when FAB 21 notifies the Client that the Assignment has been completed and the Client accepts that notification. FAB 21 will notify the Client accordingly by sending the (final) invoice for the Assignment. The Client is deemed to have accepted the completion (or partial completion) of the Project on payment of the invoice in question.

Article 5 Engagement of third parties

5.1 FAB 21 may engage third parties in the performance of the Assignment.



Article 6 Fees, administrative costs and third-party costs

6.1 FAB 21's fee may be agreed on as follows, as recorded in the Assignment:

- on the basis of a percentage of the final construction and fit-out costs, plus any additional construction work invoiced by the contractor(s) in question;
- on the basis of an hourly rate agreed on in advance; or
- on the basis of a fixed fee.

6.2 The fee referred to in Article 6.1 does not include administrative costs, travel and accommodation expenses, collotype and plotting costs, costs of consultants, costs of supervision of the execution of the construction, costs of as-built drawings and costs of measurements and of the drawing of existing conditions. These costs will be charged to the Client separately, itemised in as much detail as possible.

6.3 A separate fee is due for costs that were unforeseen at the time of acceptance of the Assignment. If FAB 21 draws up an estimate of third-party costs at the Client's request, that estimate is provided for information purposes only. FAB 21 can request offers on behalf of the Client at the Client's request.

Article 7 Fee for Additional Work

7.1 A separate fee is payable by the Client for any Additional Work relating to the Assignment performed by FAB 21, for instance as a result of:

- (a) amended government and other regulations or government decisions;
- (b) changes to the design or specifications of the Assignment at the Client's request after the design and specifications have been adopted or approved;
- (c) the fact that information provided by the Client or a third party engaged by the Client is not in keeping with reality; or
- (d) delays or interruptions of the work insofar as they are attributable to the Client or a third party engaged by it.

7.2 FAB 21 will inform the Client in a timely manner about the nature of the Additional Work and the costs involved, unless circumstances prevent this and the performance of the Additional Work cannot be delayed or causes serious delay.

Article 8 Credit period, interest and extrajudicial costs

8.1 FAB 21's invoices must be paid no later than 14 days after the invoice date by transfer to a bank account designated by FAB 21.

8.2 The Client must present any complaints regarding the invoice to FAB 21 In Writing within the 14-day credit period, subject to forfeiture of all its rights.

8.3 If the Client fails to pay the invoice within the credit period stated in Article 8.1, it is deemed to be in default without any further notice of default being required.

8.4 If the Client acting in a professional or business capacity is in default, the statutory commercial interest under Article 6:119a of the Dutch Civil Code is payable to FAB 21 or, if the Client is not acting in a profession or business capacity, the statutory interest under Article 6:119 of the Dutch Civil Code, from the day after the end of the credit period until the day of payment in full.

8.5 The Client may not suspend payment and may not set off any amount payable to FAB 21.

8.6 The Client must pay FAB 21 the extrajudicial costs, which are calculated in accordance with the *Besluit vergoeding voor buitengerechtelijke incassokosten* (Extrajudicial Collection Costs (Fees) Decree).

8.7 Every payment each time first serves to settle interest and costs and secondly to settle the oldest outstanding invoice, regardless of whether the Client states on making the payment that it relates to the outstanding invoice.



8.8 All of FAB 21's claims become immediately due and payable if the Client applies for a suspension of payments or debt rescheduling within the meaning of Articles 284 *et seq.* of the *Faillissementswet* (Bankruptcy Act), is declared bankrupt or is otherwise faced with payment difficulties. The same applies if the Client converts its business into another legal form, or transfers it to a third party, or if it moves its place of business or place of residence abroad.

Article 9 Term and termination

9.1 The Agreement is entered into for the duration of the Assignment.

9.2 The Agreement may be prematurely terminated unilaterally by either of the parties subject to two (2) months' notice without any breach of performance of the Agreement by either party being required. Such termination must take place by registered letter, stating the reason for the termination.

9.3 In the event of premature termination of the Agreement by the Client without any breach of performance of the Agreement by FAB 21 having occurred, and in the event of premature termination by FAB 21 on the grounds of failure on the part of the Client to perform its obligations, FAB 21 is entitled to reasonable compensation based on the table below, as well as reimbursement of all costs incurred and to be incurred, arising from the obligations that FAB 21 had already assumed in respect of the Assignment at the time of termination:

Completion of the Assignment	Percentage of agreed fixed fee due	Percentage of agreed percentage/sum of final construction and fit-out costs due
25 %	40 %	40 %
50 %	70 %	70 %
75 %	90 %	90 %

If FAB 21 performs work on the basis of a fixed hourly rate, 25% of the number of hours worked multiplied by the hourly rate is payable by the Client in addition to the number of hours worked multiplied by the hourly rate, on the grounds of the premature termination of the Assignment.

9.4 The Client is in any event, but not exclusively, deemed to have breached its obligations under the Agreement referred to in Article 9.2 if:

- the Client fails to perform any undisputed payment obligation in relation to FAB 21, regardless of whether that failure is attributable to the Client;
- the Client harms the interests or reputation of FAB 21 or its work; or
- the Client infringes or threatens to infringe any Intellectual Property Rights of FAB 21 described in Article 12 of these General Terms and Conditions.

9.5 On termination of the Agreement, regardless of the cause, neither the Client nor the Client's employees are entitled to any compensation for goodwill, loss of income or any other form of loss relating to the expiry or termination of the Agreement.

Article 10 Delay in the performance of the Assignment

10.1 If the performance of the Assignment is delayed or interrupted due to circumstances attributable to the Client or a third party engaged by it, the Client must reimburse FAB 21 for the costs related to the delay or interruption. Insofar as possible, FAB 21 will notify the Client in good time of the delay and of the costs involved.

Article 11 Design variances

11.1 Minor variances between the work supplied by FAB 21 and the original design are not grounds for rejection, discount, compensation or for dissolution (*ontbinding*) of the Agreement. Variances that, taking all the circumstances into account, reasonably have little or no impact on the usefulness of the design are always regarded as variances of minor importance.



Article 12 Intellectual Property Rights

12.1 The Client expressly acknowledges FAB 21's exclusive rights in, to or ensuing from all registered and unregistered trademarks, trade names, domain names, goodwill, drawings, inventions, templates, sketches, estimates, specifications, budgets, reports, models and all other works and documents, including the information referred to in Article 13.1, either created in respect of the Assignment or otherwise, which are FAB 21's property (referred to below as the "Intellectual Property Rights"). FAB 21 is considered the maker, designer and inventor of the works, models and inventions, respectively, created in respect of the Assignment, and of all works, models or inventions to be created in the future. FAB 21 therefore has the exclusive right to apply for a patent, trademark or design in respect of such works, models and inventions. The Client hereby assigns to FAB 21 in that future event any Intellectual Property Rights relating to the Assignment for the Project and will take any additional action required for the assignment at FAB 21's first request. No fee is payable by FAB 21 to the Client for the Intellectual Property Rights and their transfer.

12.2 The Intellectual Property Rights referred to in Article 12.1 are and will remain vested in FAB 21 during and after the performance of the Assignment.

12.3 FAB 21 may refer to its Intellectual Property Rights and to the Assignment on its website and in other ways, and may require of the Client that it name FAB 21 as the maker or designer of the Assignment or Project.

12.4 To the exclusion of all other parties, FAB 21 has the right of creation, publication, reproduction and repetition of its designs, sketches, photographs and all other representations of its design within the meaning of the *Auteurswet 1912* (Copyright Act 1912) or the *Benelux Tekeningen- of Modellenwet* (Uniform Benelux Act on Designs or Models), regardless of whether they have been made available to the Client or to third parties.

12.5 The Client expressly may not repeat the execution of all or part of a design by FAB 21 without FAB 21's express Written consent.

12.6 FAB 21 is not liable for any loss incurred by the Client as a result of infringement of Intellectual Property Rights vested in third parties. The Client warrants that the goods to be supplied and the work to be performed by FAB 21 for the Client do not infringe any third-party rights, including Intellectual Property Rights, and indemnifies FAB 21 against all claims in this respect. The Client will reimburse FAB 21 for all loss resulting from any infringement.

Article 13 Confidentiality

13.1 All information (including offers, instructions, designs, images, drawings, sketches, reports, models, forecasts, estimates and know-how) of any nature and in any form made available to the Client by or on behalf of FAB 21 is confidential and may not be used by the Client for any purpose other than the performance of the Assignment.

13.2 The Client may not disclose or reproduce the information referred to in Article 13.1 without FAB 21's express Written consent.

13.3 The Client may not provide the information referred to in Article 13.1 to any third party, including but not limited to companies, customers, etc. affiliated with the Client, except for employees or advisors that would be unable to perform their duties without taking note of such information. The Client must ensure that such parties with which the information referred to in Article 13.1 is shared comply with the provisions of this article. The Client indemnifies FAB 21 against any loss incurred by FAB 21 as a result of breach of these provisions by such parties.

13.4 The Client must, at FAB 21's option, return or destroy the information referred to in Article 13.1 on demand, within a period set by FAB 21.

13.5 If the Client breaches any of the obligations set out in Article 13.1 to 13.4, it forfeits to FAB 21 an immediately payable penalty of EUR 1,000 per breach, plus EUR 500 per day (part of a day being counted as a full day) on which the breach continues, without prejudice to the Client's statutory obligation to indemnify FAB 21 for any loss in excess of the stipulated penalty and without prejudice to FAB 21's right to demand performance.



13.6 The obligations set out in this Article 13 continue to apply also after termination of the Agreement or the Assignment, for as long as the information referred to in Article 13.1 has commercial value.

Article 14 Liability

14.1 If certain parts of the Assignment, including construction and installation advice, are performed by third parties, FAB 21 is not liable for those parts or for the actions of such third parties. In that case the Client itself must hold such third parties liable. If FAB 21 procures goods or services from third parties at its own expense and risk in the performance of the Assignment and in accordance with an express agreement, after which such goods or services are passed on to the Client, these General Terms and Conditions and any separate arrangements made with the supplier regarding the warranty and liability also apply in relation to the Client.

14.2 If FAB 21's design cannot be realised for the estimated construction sum and this circumstance is attributable to FAB 21, FAB 21 is required only to revise its design, without being liable for any additional costs. The costs of revising the design are then payable by FAB 21.

14.3 FAB 21 may repair any errors for which it is liable at its own expense and limit or reimburse any loss resulting from such errors. FAB 21 is not liable for loss of any nature that is due to the fact that FAB 21 relied on incorrect or incomplete information provided by or on behalf of the Client.

14.4 FAB 21 will take out professional liability insurance to cover its liability referred to in this article. At the Client's request, FAB 21 will provide the documents from which it is apparent that it has complied with this insurance obligation.

14.5 FAB 21's obligation to reimburse any loss on any ground is limited to loss for which FAB 21 is insured under an insurance policy taken out by or on behalf of FAB 21. However, the scope of this obligation in no event exceeds the amount paid out under this insurance in the case in question.

14.6 If FAB 21 cannot rely on Article 14.5 for any reason, the obligation to reimburse loss on any ground is limited to the invoice value of the invoices sent by FAB 21 to the Client and paid by the Client (excluding VAT).

14.7 FAB 21 is in no event liable for indirect loss incurred by the Client or a third party, including:

- consequential loss and loss of profits, including business interruption loss, loss of production, loss of profit, fines, transport costs and travel and accommodation costs, as well as all loss incurred and to be incurred by the Client as a result of consumer goods that have gone bad;
- damage to property in Fab 21's custody, including damage inflicted by or during the performance of the work on property on which work is being carried out or on property located in the vicinity of the work site; and
- damage caused by intent or deliberate recklessness by agents or non-managerial staff of FAB 21.

14.8 The Client indemnifies FAB 21 against all third-party claims regarding loss incurred or to be incurred by such third parties in respect of the goods supplied by FAB 21.

14.9 All claims for compensation based on a defect in the performance lapse if the Client fails to notify FAB 21 In Writing of the damage or defect within 30 days after it is or reasonably should have been discovered.

14.10 All claims for compensation in any event lapse if they are not brought before the court within one year after Written notification of the complaint.

14.11 FAB 21 is not liable for errors or defects of products or services provided by third parties engaged by or on behalf of the Client, regardless of whether they were introduced by FAB 21. The Client itself must hold such third parties liable. FAB 21 may provide assistance in this respect on request.



Article 15 Force majeure

15.1 Force majeure means any circumstance that renders the performance of an obligation under the Agreement permanently or temporarily impossible and that cannot be attributed to FAB 21. Force majeure on the part of FAB 21 includes but is not limited to the circumstance that third parties engaged by FAB 21 in the performance of the Assignment, such as suppliers or other parties on which FAB 21 is dependent, fail to perform their obligations or to do so in a timely manner, as well as boycotts, disruption of operations, epidemics and pandemics, import or trade restrictions, traffic or transport disruptions, fire, power failures, loss, theft or destruction of tools, materials or information, strikes or walkouts, terrorism, natural disasters, and all other circumstances in which FAB 21 cannot reasonably be expected to perform all or part of the Agreement, and, insofar as it is not already included therein, the circumstance in which employees of FAB 21 are mentally or physically unable to properly perform the Assignment.

15.2 FAB 21 may suspend its obligations under the Agreement in the event of force majeure. If the inability to perform continues for more than one month as a result of force majeure, or if performance proves to be permanently impossible, both parties may dissolve (*ontbinden*) the Agreement without either party being liable for compensation.

15.3 FAB 21 may also rely on force majeure if the circumstance causing force majeure occurs after FAB 21 should have performed its obligations.

15.4 If FAB 21 has already partially performed its obligations when the event of force majeure occurs, or is only partially able to perform its obligations, FAB 21 may invoice that part separately and the Client must pay that invoice.

Article 16 Dissolution

16.1 If FAB 21 learns of circumstances after the Agreement has been entered into that give it good reason to fear that the Client will fail to perform its obligations, FAB 21 may dissolve (*ontbinden*) all or part of the Agreement without any judicial intervention being required, and may claim reimbursement of costs, loss and interest, unless the Client provides adequate security for the performance of its obligations within a reasonable period of time at FAB21's first request.

16.2 Notwithstanding the other rights vested in FAB 21 and the provisions elsewhere in these General Terms and Conditions, FAB 21 may dissolve (*ontbinden*) the Agreement, without any notice of default being required, if the Client fails to perform its payment obligations or is in default, if the Client applies for a suspension of payments or if a petition in bankruptcy is filed against it, if the Client loses the power to dispose of its assets or income in whole or in part, if attachment is levied on any part of its assets or property, if the Client sells or liquidates its business, or if the Client, being a natural person, dies.

Article 17 Governing law and dispute resolution

17.1 All offers made by FAB 21 to the Client and all agreements entered into between Fab 21 and the Client are governed exclusively by Dutch law.

17.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement.

17.3 The Court of The Hague (the Netherlands) has exclusive jurisdiction to hear all disputes that may arise between FAB 21 and the Client regarding the Agreement and the Assignment, including disputes regarding its existence and validity, that cannot be settled out of court.