Terms and conditions Groen Schilders Amsterdam

The Company trading as Groen Schilders Amsterdam is registered with the Chamber of Commerce under registration number 70905428 and its registered office is at Zeeburgerpad 74, 1019AD in Amsterdam.

Article 1 – Terms and conditions
1. In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise.
2. Business: A natural or legal entity acting in the conduct of a business or profession.
3. Consumer: A natural person who is not acting in the conduct of a business or profession.
4. Customer: A consumer or company who (at a distance) enters into an agreement with the contractor.
5. Contractor: The contractor who carries out the work independently, or with the help of others under his supervision, hereafter: Groen Schilders Amsterdam.
6. Offer: Any written offer to the customer for the delivery of products and/ or the performance of work by the contractor.
7. Work: The work that Groen Schilders Amsterdam offers is services in the field of interior and exterior painting, carpentry, stucco, pointing, roofing, wall finishing and plumbing, as well as related contractor work.
8. Assignment: The performance of work of a tangible nature created and delivered by Groen Schilders Amsterdam.
9. Contract: An agreement (but not an employment relationship) whereby Groen Schilders Amsterdam commit to the customer to create and deliver work of a tangible nature at a price to be paid by the customer in cash.
10. Website: The Groen Schilders Amsterdam company website is: www.groenschilders.nl

Article 2 – Application
1. These general terms and conditions apply to every offer or quotation from Groen Schilders Amsterdam, every contract between Groen Schilders Amsterdam and the customer, and to every work that is being offered by Groen Schilders Amsterdam.
2. Before any (distance) contract is concluded, the customer will be provided with these general terms and conditions. But if this is not reasonably possible, Groen Schilders Amsterdam will indicate to the customer how the customer can view the general terms and conditions, which are in any event published on the Groen Schilders Amsterdam website, so that the customer can easily store these general terms and conditions on a durable medium.
3. Deviation from these terms and conditions is not possible. In exceptional circumstances it may be possible to deviate from the general terms and conditions, but only if this has been explicitly agreed in writing with Groen Schilders Amsterdam.
4. These general terms and conditions also apply to additional, amended or follow-up assignments and also to future customer assignments.
5. If one or more provisions of these general terms and conditions are partially or wholly void or invalid, the other provisions of these general terms and conditions will remain in force, and the invalid/ voided provision(s) will be replaced by a provision with the same meaning as the original provision.
6. Ambiguities about content, interpretation or circumstances which are not regulated in these terms and conditions must be assessed and interpreted according to the spirit of these terms and conditions.

Article 3 – Creation of the contract
1. The contract is concluded when the customer has accepted an offer or quotation from Groen Schilders Amsterdam.
2. If the customer has accepted the offer by giving an assignment to Groen Schilders Amsterdam, Groen Schilders Amsterdam will confirm the customer's assignment in writing via e-mail. Each quotation is valid for a maximum of one month (unless explicitly agreed otherwise), thereafter Groen Schilders Amsterdam is no longer bound by that quotation.
3. Groen Schilders Amsterdam is not bound by an offer if the customer could reasonably have been expected to have understood, or should have understood, that the offer contained an obvious mistake or error. The customer cannot derive any rights from such mistake or error.
4. An offer is only valid if it is made in writing by Groen Schilders Amsterdam to the customer. The offer will expire if the product or service to which the quotation relates becomes unavailable in the meantime.
5. All offers made by Groen Schilders Amsterdam are without obligation unless explicitly stated otherwise in writing. If the offer is limited or valid under specific conditions, this will be explicitly stated in the offer.
6. Groen Schilders Amsterdam is only bound by an offer if the acceptance thereof is confirmed in writing by the customer within 30 days. Nevertheless, Groen Schilders Amsterdam has the right to refuse to enter into a contract with a potential customer when they have a valid reason.
7. The offer contains a complete and accurate description of the services offered. The description will be sufficiently detailed to allow the customer to make a good assessment of the offer. Groen Schilders Amsterdam cannot be bound by obvious mistakes or errors in the offer. Any images and specific data contained in the offer are only indicative and cannot constitute grounds for compensation or termination of the contract.
8. Delivery times shown in the Groen Schilders Amsterdam offer are indicative and, unless explicitly agreed otherwise, do not give the customer any right to compensation or termination if they are exceeded.
9. A composite quotation does not oblige Groen Schilders Amsterdam to deliver part of the items included in the offer or quotation at a corresponding proportion of the stated price.
10. Where the customer is a company, the right of cancellation is excluded.

Article 4 – Duration of the contract
1. The contract is for the duration stated in the quotation, unless otherwise agreed.
2. The customer is entitled to cancel the contract at any time in whole or in part, in which case the customer must reimburse the costs actually incurred by Groen Schilders Amsterdam up to that point on the basis of the work performed.
3. Groen Schilders Amsterdam can terminate the agreement on the basis of an attributable non-performance of the contract if the customer has been given written notice of non-performance, and has been given a reasonable period of time to perform his obligations, and fails to perform them in a proper manner. This includes the customer's obligations as regards payment and cooperation.
4. Both the customer and Groen Schilders Amsterdam can terminate the agreement in whole or in part in writing, without further notice of default, and with immediate effect in the event that one of the parties is in suspension of payment, has filed for bankruptcy or the company in question is terminated by liquidation, other than for the purposes of merging or reconstruction of the company. If a situation as mentioned above occurs, Groen Schilders Amsterdam is never obliged to refund monies already received and/ or pay compensation. Groen Schilders Amsterdam is also entitled to immediately take back goods that have not yet been paid for, and thus retains the right to claim additional compensation from the customer.
5. If Groen Schilders Amsterdam should suffer death after the conclusion of the contract or become permanently unfit for work, either party may terminate the contract, insofar as, due to the nature of the contract, they can derive any reasonable interest from termination in the event of death or permanent incapacity for work. Where applicable, the customer will owe a fee that can be reasonably determined, with due regard for all the circumstances, for the work already performed and costs incurred, payable to the heirs or successors in title to Groen Schilders Amsterdam.

Article 5 – Contract variations and modifications
1. If, during the execution of the contract, it appears that the contract needs to be adjusted and/ or extended, or further work is required at the customer's request in order to achieve the result the customer wants, the customer is obliged to pay for this extra work according to the agreed rate. Groen Schilders Amsterdam is not obliged to comply with this request, and may require the customer to conclude an additional contract for this extra work.
2. If a fixed price has been agreed for the work, Groen Schilders Amsterdam will inform the customer about the additional costs or financial consequences of the additional work required.
3. If and insofar as a fixed price has been agreed for the performance of certain work, and the performance of that work leads to additional work that cannot reasonably be considered to be included in the fixed price, Groen Schilders Amsterdam is entitled to charge these costs to the customer. The customer is also bound by any price increase as a result of incorrect data provided by the customer which would have been an important factor in determining the price, unless Groen Schilders Amsterdam should have discovered the data error before determining the price. Such price adjustments will be discussed with the customer prior to the work, unless this is not reasonably possible.
4. Price changes as a result of contract changes or to comply with laws and regulations must be paid for by the customer.

Article 6 – Prices and payment
1. All prices are in principle exclusive of VAT and other tax levies. But for customers, prices are shown including VAT. When Groen Schilders Amsterdam (in part) carries out an assignment at the customer's location, additional costs (travel, accommodation and parking) may also be charged. A surcharge as agreed in the quotation and/ or contract may apply in respect of any urgent work that (must) be carried out at the customer's request or outside office hours.
2. The customer cannot derive any rights or expectations from a previously issued estimate, unless the parties have explicitly agreed otherwise. If the stated price is a guide price, that guide price will not be exceeded by more than 10%, unless Groen Schilders Amsterdam has warned the customer as soon as possible about the likelihood there will be an additional overspend, and has given the customer the opportunity to limit, simplify or otherwise continue the work. As far as is reasonable, Groen Schilders Amsterdam will cooperate with any such restriction or simplification. This also applies if the price depends on the estimated duration of the work.
3. Where this has been agreed, the customer is obliged to pay the agreed down payment within the specified period before Groen Schilders Amsterdam can start the execution of the contract.
4. Where the customer is obliged to make regular payments, Groen Schilders Amsterdam is entitled to adjust applicable prices and rates in accordance with the conditions of the contract, but (only) in writing and after observing a period of at least three months from the conclusion of the contract in which prices will not rise.
5. The customer is obliged to pay for work carried out by Groen Schilders Amsterdam as stated in the contract. The agreed amount must be paid within 14 days from the date of the invoice. This is a strict deadline.
6. The customer must pay these costs as a lump sum without deferment, deduction and/ or offsetting into the Groen Schilders Amsterdam account using the number and information that has been made known to him unless explicitly agreed otherwise. Only in special circumstances, and after receiving explicit written permission from Groen Schilders Amsterdam, can the customer agree a further period in which the amount due must be paid.

Article 7 – Debt collection policy
1. If the customer does not meet his/ her payment obligations and has not complied with these obligations within a period of 14 days, the customer is in default, and if the customer has acted in the exercise of a business or profession, the account will be considered in default without any further notice being required.
2. From the date that the customer is in default, Groen Schilders Amsterdam will, without further notice of default, claim statutory (commercial) interest from the first day of default until complete payment and reimbursement of the extrajudicial costs is received in accordance with Article 6:96 of the Civil Code, to be charged according to a scale derived from the decision on compensation for extrajudicial collection costs of 1 July 2012. Customers will first receive a written reminder that they are in default, after which they will receive a reminder which informs them of the consequences of the default which has occurred.
3. If Groen Schilders Amsterdam has incurred further or higher costs which are reasonably necessary, these costs are eligible for reimbursement. The customer will also be liable for any judicial and execution costs incurred.

Article 8 – Performance of work
1. Groen Schilders Amsterdam will endeavour to execute the contract with the greatest possible care as would be expected of a good contractor. All work is performed with an obligation to provide best efforts unless a specified result has been explicitly described in detail, and in writing.
2. When performing the work, Groen Schilders Amsterdam is not obliged or bound to follow the customer's instructions if this changes the content or scope of the agreed work. If the instructions result in additional work for Groen Schilders Amsterdam, the customer is accordingly obliged to pay for the additional costs.
3. Whether they are required or not, Groen Schilders Amsterdam does not request permits or other documents from a government or other authorities. The customer is responsible for the timely acquisition of the permits and/ or approvals required. Any damage or delay as a result of the absence of these permits or permissions shall be at the customer's expense and risk. The customer explicitly indemnifies Groen Schilders Amsterdam against all (consequential) damage resulting from the absence of permits and permissions. Groen Schilders Amsterdam will charge the (consequential) damage to the customer and the customer is obliged to compensate Groen Schilders Amsterdam for such damage.
4. Groen Schilders Amsterdam is entitled to engage third parties for the execution of the work at its own discretion. If any third party performs work for which some terms and conditions of this third party apply, the customer has the right to invoke the conditions which are most favourable to him, unless other agreements have been explicitly concluded with Groen Schilders Amsterdam.
5. Groen Schilders Amsterdam undertakes to inform the customer of demonstrable defects in the method(s), instructions, orders or constructions prescribed by or on behalf of the customer, and demonstrable defects in building materials and aids made available or prescribed by the customer, if and insofar as Groen Schilders Amsterdam knew about them, or should have known about them.
6. Groen Schilders Amsterdam indemnifies the customer against claims from third parties for damages insofar as these have been caused by the execution of the work, and are due to the carelessness, negligence, or wrongful acts of Groen Schilders Amsterdam, its subcontractors or suppliers.
7. The customer must provide Groen Schilders Amsterdam in good time, and in any event before the start of the work, with all necessary written documentation which may be required.
8. The customer is obliged to ensure that:
    a. all information, data and documents required for the implementation of the contract (including maps, drawings, surveys, domestic house connections and more) are made available to Groen Schilders Amsterdam in good time and in the manner requested by Groen Schilders Amsterdam;

b. Groen Schilders Amsterdam can on the agreed dates and times gain access to the work site, which meets the applicable legal (safety) requirements and working conditions (whether or not they conform to the CAO). In the absence of this, Groen Schilders Amsterdam is entitled to suspend its work until this stipulation is met, without being obliged to make compensation for any damage caused by the delay;
c. the third parties engaged by the customer perform their work and/ or deliveries in such a way that Groen Schilders Amsterdam is not delayed or impeded in the execution of the contract or work;
d. Groen Schilders Amsterdam has sufficient timely opportunity for the supply, storage and/ or removal of (building) materials and/ or tools;
e. Groen Schilders Amsterdam has any required scaffolding, edge- and fall protection, and more, which must be made available by the customer in good time, unless the parties have explicitly agreed otherwise in writing;
f. the work site is in such a condition that Groen Schilders Amsterdam can carry out and/ or continue its work without hindrance;
g. Groen Schilders Amsterdam has on-site connection options for electricity, gas and water, and the customer must reimburse the costs of these. Lost working hours as a result of a water, gas or power failure are also at the customer's expense;
h. the site must have sufficient facilities to manage the complete collection of waste in an appropriate manner;
i. the work site must (if possible) have a suitable space where tools, machines, materials and more belonging to Groen Schilders Amsterdam can be stored without risk of damage or theft of these items. In the event of any theft, loss or damage, the costs will be borne by the customer;
j. any other facilities reasonably required by Groen Schilders Amsterdam and/ or its (sub) contractors must be present at the work site without extra costs being charged to Groen Schilders Amsterdam;
k. the customer makes all necessary provisions to prevent nuisance and/ or damage to the surrounding environment, including environmental damage and consequential damage to goods and property caused by hazardous substances and/ or vibrations;
l. the customer is furthermore obliged to take care of cleaning the road and placing appropriate warnings in the event of potentially hazardous situations.
9. If the customer does not meet the obligations referred to in this article in good time, Groen Schilders Amsterdam is entitled to suspend the execution of the contract until the customer has met these obligations. The costs associated with any incurred delays and/ or the cost of carrying out extra work or other consequences arising therefrom shall be at the customer's expense and risk.

Article 8A – Execution of façade and stucco work
1. Façade work has a drying time of 7 calendar days from the time of delivery to the customer unless expressly agreed otherwise. During these 7 days, the customer must refrain from any action which may harm this drying process. The customer must take into account that during the drying time the stucco is not fully cured and is more susceptible to any kind of damage.
2. Groen Schilders Amsterdam is not obliged to repair work and/ or compensate for any damage nor refund any monies already paid if and insofar as this damage to the stucco is due to the carelessness, negligence, or inappropriate actions by the customer during the drying time.
3. The materials used for the façade work are materials which subsequently harden. Cracks may form/ arise in the stucco over time. This can occur because of the subsurface, or through external causes such as earth tremors. All damage resulting from this is shall be entirely at the customer's expense and risk.

Article 8B – Execution of painting work
1. Paintwork has a certain drying time which depends on the type of paint that has been used. Groen Schilders Amsterdam is obliged to inform the customer of the specific drying time of each completed work before the moment of delivery. During this drying time, the customer must refrain from any action which may harm this drying process. The customer must take into account that during the drying time the paintwork is not fully cured and the colour may vary from the final result. During this drying time, paintwork can be more susceptible to any kind of damage.
2. Groen Schilders Amsterdam is not obliged to repair work and/ or compensate for any damage nor refund any monies already paid if and insofar as this damage to the paintwork is due to the carelessness, negligence, or inappropriate actions by the customer during the drying time.
3. The outcome of the paintwork in the long term depends on several factors, such as the actions of light, weather and the quality of the substrate. If cracks appear in the paintwork due to circumstances which are not the fault of Groen Schilders Amsterdam, or by objective criteria should not be borne by Groen Schilders Amsterdam, for example earth tremors, all damage so caused shall be entirely at the customer's expense and risk.
4. If defects have occurred in the paintwork after the drying time indicated by Groen Schilders Amsterdam, the customer must inform Groen Schilders Amsterdam within 2 days at the latest. Groen Schilders Amsterdam is obliged to repair any defects in the work that arise after the aforementioned period free of charge, unless the defects are not related to the work, or if these are to be borne by the customer on the basis of the provisions referred to in paragraphs 1 and 3 of this article.

Article 8C – Carpentry work
1. The carpentry work performed by Groen Schilders Amsterdam can be carried out according to the customer's specific requirements.
2. The right of withdrawal is excluded for all work where Groen Schilders Amsterdam delivers custom-made products to the customer's specific requirements.

Article 9 – Commissioning
1. If the commencement, progress or delivery/ completion of the work or works is delayed because, for example, the customer has not provided all requested information or has not provided it in good time, provides insufficient cooperation, or if the (advance) payment has not been received by Groen Schilders Amsterdam in time or due to other circumstances, which shall be at the customer's own expense and risk, Groen Schilders Amsterdam is entitled to a reasonable extension of the delivery period. All agreed (delivery) delivery times are never strict deadlines. The customer must give Groen Schilders Amsterdam written notice of default and grant it a reasonable period to still complete the delivery.
2. All damage and additional costs as a result of a delay due to a cause referred to in paragraph 1 shall be at the customer's own expense and risk and can be charged to the customer by Groen Schilders Amsterdam.
3. Shipping and/ or transport of the ordered goods is done in the manner determined by Groen Schilders Amsterdam's suppliers, but at the expense and risk of the customer.
4. In the event of a phased implementation, or where the customer has to give approval, Groen Schilders Amsterdam is entitled to suspend the implementation of the contract until the customer has given his approval. The deadline for approval is 14 days. If the customer has not given approval within this period, the customer will be deemed to have tacitly accepted the delivered items.
5. Groen Schilders Amsterdam will make every effort to realise the work within the agreed period, insofar as this can reasonably be expected of it.
6. Where working days are mentioned, this is understood to mean all calendar days with the exception of weekends and recognised national holidays.
7. The customer assumes independent responsibility for the management, use and maintenance of the goods made and/ or delivered by Groen Schilders Amsterdam.
8. If Groen Schilders Amsterdam has indicated that the work is ready to be delivered and the customer has not approved the work within a reasonable period of no later than 14 days, and accepts it with or without reservation, or refuses to indicate the defects, the customer is deemed to have tacitly accepted the work. Minor defects which can be repaired within the maintenance period are not a reason for refusing the delivered goods if this does not prevent commissioning. After acceptance, the work is considered to be complete.
9. After completion, the work becomes the risk and responsibility of the customer. The customer therefore remains liable for the price regardless of the loss or deterioration of the work due to any cause which cannot be attributed to Groen Schilders Amsterdam.
10. Groen Schilders Amsterdam is not liable for defects that the customer should reasonably have discovered at the time of delivery, except for willful misconduct on the part of Groen Schilders Amsterdam.

Article 10 – Maintenance
1. Where required, Groen Schilders Amsterdam will carry out maintenance and/ or repair work. The scope of the maintenance obligation extends to what has been explicitly agreed by the parties. Groen Schilders Amsterdam will inform the customer about all circumstances which may influence the availability of maintenance.
2. The customer is obliged to report any defects, errors or other disruptions in writing to Groen Schilders Amsterdam, after which Groen Schilders Amsterdam will rectify the defects and/ or make improvements as quickly as possible and in accordance with its usual procedures. If appropriate, Groen Schilders Amsterdam is entitled to first apply a temporary solution, after which a permanent structural solution will be devised in consultation with the customer.
3. The customer is obliged to cooperate with Groen Schilders Amsterdam as requested.

Article 11 – Cancellation and suspension
1. In the following events, Groen Schilders Amsterdam is authorised to suspend compliance with its obligations or to dissolve the contract with immediate effect:
- The customer does not, fully or in good time, fulfil the obligations arising from the contract;
- Groen Schilders Amsterdam, after concluding the contract has good reasons to fear that the customer will not fulfil his/her obligations;
- At the conclusion of the contract, the customer has been requested to provide security or a down payment for the fulfilment of his obligations under the contract, and this payment has not been made or is insufficient;
- If due to a delay on the part of the customer, Groen Schilders Amsterdam can no longer be expected to comply with the contract under the original agreed conditions;
- If circumstances arise of such a nature that compliance with the contract in its current form cannot reasonably be expected of Groen Schilders Amsterdam.

2. If the reason for termination is attributable to the customer, Groen Schilders Amsterdam is entitled to appropriate compensation from the customer.
3. If the agreement is prematurely terminated by Groen Schilders Amsterdam, the parties will consult on any work still to be performed and, where required, transfer it to third parties. If the cancellation is attributable to the customer, the transfer costs will be borne by the customer. The customer is to pay these costs within the specified period, unless otherwise agreed.

Article 12 – Guarantees
1. If and insofar as a guarantee has been granted, it will never go beyond what has been explicitly agreed. Every guarantee is explicitly agreed in writing.
2. Groen Schilders Amsterdam performs the work in accordance with common standards accepted within the sector. If any guarantee is provided, it is limited to what has been explicitly agreed in writing and only to the extent of the guarantee offered by the suppliers. During the guarantee period, Groen Schilders Amsterdam guarantees the delivered goods will be sound and of the usual quality.
3. The customer can only rely on any guarantee given by Groen Schilders Amsterdam if the customer has fully complied with the payment obligations.
4. If the customer rightly invokes an agreed guarantee, Groen Schilders Amsterdam is obliged to repair or replace the delivered goods free of charge. If Groen Schilders Amsterdam cannot reasonably be required to complete the repair, the customer is entitled to dissolve the contract in writing or to request a discount or reimbursement based on the agreed price.
5. The guarantee expires once the guarantee period has expired and/ or the guarantee obligation expires and/ or the customer repairs or makes adjustments to the delivered goods, as well as when the customer misuses, mistreats or maintains the delivered goods incorrectly in the opinion of Groen Schilders Amsterdam.
6. Exterior painting work is guaranteed insofar as it has been explicitly agreed and depending on the type of paint that has been used, and never extends beyond the guarantee period provided by the relevant supplier. Without prejudice to the guarantee period, the exterior paintwork will offer sufficient protection against weather-related damage, unless any defects are caused by force majeure as stated in article 16 of this agreement.
7. The guarantee on interior paintwork is given for the stipulated period, depending on the type of paint and the materials used, or for the period agreed between the parties if there is any deviation from this. The interior paintwork will always be applied using the correct application system and/ or materials in accordance with the manufacturer or supplier's instructions.

Article 13 – Transfer of risk
The risk of theft and loss, misappropriation or damage to data, documents, software, data files and/ or items that are used, made or delivered in the context of the execution of the contract, transfers to the customer at the moment these are actually made available to the customer.

Article 14 – Privacy, data processing and security
1. Groen Schilders Amsterdam handles the (personal) data of the customer and website users with great care. If requested, Groen Schilders Amsterdam will inform the person concerned about how this is done. Requests for further information and questions about the processing of personal data should be sent via e-mail to info@groenschilders.nl.
2. If Groen Schilders Amsterdam is to provide data security in accordance with the terms of the contract, this protection will comply with the specifications that have been submitted and provide a level of security level that is not unreasonable, given the state of the technology, the sensitivity of the data, and the associated costs.
3. Visual images of delivered work outcomes may be used for Groen Schilders Amsterdam's advertising and promotional purposes, but only if the customer has given explicit permission.

Article 15 – Retention of title
1. All products and/ or items (such as, but not limited to, designs, images, drawings, models, estimates and costings), which Groen Schilders Amsterdam wishes to retain, will remain its property. If it is agreed that the aforementioned goods will be delivered to the customer, they will remain the property of Groen Schilders Amsterdam until the customer has paid all amounts due to Groen Schilders Amsterdam in full.
2. Despite any obligation Groen Schilders Amsterdam may have to transfer or hand them over, Groen Schilders Amsterdam has the right to retain products and/ or goods purchased by the customer if the customer has not yet (fully) complied with the payment obligations. As soon as the customer has fulfilled these obligations, Groen Schilders Amsterdam will deliver the items or purchased products to the customer as quickly as possible, but always within 20 working days.
3. Costs and other (consequential) damages incurred as a result of handling and storing the purchased products will be at the risk and expense of the customer who will compensate Groen Schilders Amsterdam immediately upon request.

Article 16 – Force majeure
1. Groen Schilders Amsterdam is not liable if it is unable to meet its obligations under the contract due to a force majeure situation.
2. Force majeure on the part of Groen Schilders Amsterdam is in any event understood as, but is not limited to: (i) force majeure of Groen Schilders Amsterdam's suppliers, (ii) failure to properly comply with their obligations by suppliers that have been prescribed or recommended to Groen Schilders Amsterdam by the customer, (iii) defective items, equipment, software or materials from third parties, (iv) government measures, (v) power failure, (vi) failure of the Internet, data network and telecommunication facilities (for example due to: hacking and cybercrime), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems and (x) other situations which in the opinion of Groen Schilders Amsterdam fall outside its sphere of influence and which temporarily or permanently prevent the fulfilment of its obligations.
3. If a force majeure situation lasts longer than 2 months, the contract can be terminated in writing by either party. If any services have already been performed in pursuance of the contract, a proportionate settlement will be made without any further contractual liability attaching to either party.

Article 17 – Limitation of liability
1. If the performance of work and/ or execution of orders by Groen Schilders Amsterdam leads to Groen Schilders Amsterdam's liability towards the customer or third parties, that liability is limited to the costs charged by Groen Schilders Amsterdam in connection with that specific part of the order. Liability is in any event limited to the maximum amount of damages that would be paid out by the insurance company.
2. Groen Schilders Amsterdam is not liable for consequential damage, indirect damage, loss of trade, loss of profits and/ or incurred losses, missed savings, damage due to business interruption, and damage as a result of the use of the products supplied by Groen Schilders Amsterdam is also excluded. For customers, the limitation extends to include those exclusions permitted by virtue of Article 7:24, paragraph 2 of the Dutch Civil Code.
3. Groen Schilders Amsterdam is only liable for direct damage. Direct damage means reasonable costs incurred to limit or prevent direct damage, to determine the cause of damage, direct damage, the liability and method of repair as well as the cost of emergency provisions.
4. If, after delivery, the work shows defects for which Groen Schilders Amsterdam is (proved to be) liable, Groen Schilders Amsterdam must be given the opportunity to remedy the defects within a reasonable period of time, without prejudice to liability for damage as a result of defective delivery, unless the costs of repair are disproportionate to the customer's interest in such repair instead of compensation.
5. If the (consequences) of a faulty work performance are due to defects or unsuitability of goods originating from the customer, the consequences must be borne by the customer, unless Groen Schilders Amsterdam has breached its warning obligation, or its competence and due care with regard to these defects has otherwise proved inadequate.
6. Groen Schilders Amsterdam is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/ or incorrect) information on its website or any linked websites.
7. Groen Schilders Amsterdam is not responsible for errors and/ or irregular website functionality, and is not liable for malfunctions or if the website is unavailable for whatever reason.
8. Groen Schilders Amsterdam does not guarantee a correct and complete transfer of the content of any e-mail sent by/ on behalf of Groen Schilders Amsterdam, nor a timely receipt thereof.
9. Damage as a result of working with natural products, such as the shrinking and expansion of wood, the discolouring of facing bricks and/ or the white discolouration of facing bricks, will not lead to Groen Schilders Amsterdam accepting liability, unless there was wilful misconduct or gross negligence. Repairing damage as a result of the use of such materials counts as additional work in accordance with Article 5 of these conditions.
10. All customer claims for failure on the part of Groen Schilders Amsterdam lapse if they have not been notified in writing along with the reasons to Groen Schilders Amsterdam within one year after the customer was aware or could reasonably have been aware of the facts on which he bases his claims. In any event, customer's claims expire one year after the contract has been completed.

Article 18 – Confidentiality
1. Groen Schilders Amsterdam and the customer undertake to maintain confidentiality as regards all information obtained in the context of an assignment. The confidentiality covers the assignment or anything which could reasonably be considered confidential information.
2. If Groen Schilders Amsterdam is obliged to provide confidential information to a person designated by law or competent court or third party on the basis of a legal provision or a court decision, and Groen Schilders Amsterdam cannot invoke a right of non-disclosure, Groen Schilders Amsterdam will not be liable for any compensation and the customer will not be entitled to terminate the contract.
3. The confidentiality obligation imposed on Groen Schilders Amsterdam and the customer also extends to include third parties engaged by them.

Article 19 – Disclaimer and accuracy of information
1. The customer is responsible for the accuracy, reliability and completeness of all data, information, documents and/ or records he provides to Groen Schilders Amsterdam in the context of an assignment. Even if this data comes from third parties, the customer is still responsible. If Groen Schilders Amsterdam is aware of, or should reasonably have been aware of, inaccuracies in the assignment, including errors or defects in plans, drawings, calculations, specifications or implementing rules provided by the customer, Groen Schilders Amsterdam is obliged to warn the customer.
2. The customer indemnifies Groen Schilders Amsterdam against any liability arising from the non-compliance or late compliance with the obligations from the previous paragraph.
3. The customer indemnifies Groen Schilders Amsterdam against claims from third parties with regard to intellectual property rights to the data and information provided by the customer which is used in the execution of the assignment or contract.
4. If the customer provides Groen Schilders Amsterdam with electronic files, software or data storage media, the customer guarantees that they are free of viruses and defects.

Article 20 – Intellectual Property Rights
1. All Groen Schilders Amsterdam IP rights and copyrights (including but not limited to all drawings, designs, models, preparatory material and more developed for, or made available under the contract) exclusively rest with Groen Schilders Amsterdam and will not be transferred to the customer.
2. The customer only obtains the user rights and powers explicitly granted under the contract.
3. The customer is forbidden to use Groen Schilders Amsterdam products subject to intellectual property rights other than as agreed in the contract.
4. The customer gives permission for Groen Schilders Amsterdam to take photos of the delivered items and/ or to place photos of the delivered items taken by the customer on its website and/ or social media channels for advertising and promotional purposes.

Article 21 – Complaints
1. If the customer is not satisfied with Groen Schilders Amsterdam's service or products or has any other complaints about the performance of the assignment, the customer is obliged to report these complaints as soon as possible, but no later than 2 weeks after the occurrence of the relevant reason which led to the complaint. Complaints can be reported via info@groenschilders.nl using the subject line "Complaint".
2. Any complaint must be sufficiently substantiated and/ or explained by the customer for Groen Schilders Amsterdam to be able to handle the complaint.
3. Groen Schilders Amsterdam will respond to the complaint as quickly as possible, but at the latest within 5 working days after notification.
4. The parties will try to find a mutually acceptable solution.

Article 22 – Applicable law
1. The legal relationship between Groen Schilders Amsterdam and the customer is governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. Groen Schilders Amsterdam can unilaterally change these terms and conditions. The most current version can be found on their website.
3. All disputes arising from or as a result of the contract between Groen Schilders Amsterdam and the customer will be settled by the Amsterdam District Court as the designated competent court unless mandatory legal provisions insist upon the jurisdiction of another court.