

GENERAL TERMS AND CONDITIONS Swiss Craft Furniture

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Definitions

1. Swiss Craft Furniture: Swiss Craft Furniture, established in Amsterdam, Chamber of Commerce no. 93235062.
2. Customer: the party which Swiss Craft Furniture has entered into an agreement with.
3. Parties: Swiss Craft Furniture and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Swiss Craft Furniture.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and quotations

1. Offers and quotations from Swiss Craft Furniture are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 2 weeks from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

Acceptance

1. Upon acceptance of a quotation or offer without engagement, Swiss Craft Furniture reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Swiss Craft Furniture after the customer has confirmed this in writing (or electronically).

Prices

1. All prices used by Swiss Craft Furniture are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Swiss Craft Furniture is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The parties agree on a total price for a service provided by Swiss Craft Furniture. This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Swiss Craft Furniture is entitled to deviate up to 10% of the target price.
5. If the target price exceeds 10%, Swiss Craft Furniture must let the customer know in due time why a higher price is justified.

6. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
7. Swiss Craft Furniture has the right to adjust prices annually.
8. Swiss Craft Furniture will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
9. The consumer has the right to terminate the contract with Swiss Craft Furniture if he does not agree with the price increase.

Payments and payment term

1. Swiss Craft Furniture may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
2. The customer must have paid the full amount within 7 days, after delivery.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Swiss Craft Furniture having to send the customer a reminder or to put him in default.
4. Swiss Craft Furniture reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If the customer does not pay within the agreed term, Swiss Craft Furniture is entitled to charge an interest of 2% per month for non-commercial transactions and an interest of 8% per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Swiss Craft Furniture.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Swiss Craft Furniture may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Swiss Craft Furniture on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Swiss Craft Furniture, he is still obliged to pay the agreed price to Swiss Craft Furniture.

Picture Right

Swiss Craft Furniture may take pictures for advertising purposes of delivered products and work and does not have to ask the customer for permission. Swiss Craft Furniture does not owe the customer any compensation for those pictures.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Right of retention

1. Swiss Craft Furniture can appeal to his right of retention of title and in that case retain the products sold by Swiss Craft Furniture to the customer until the customer has paid all outstanding invoices with regard to Swiss Craft Furniture, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Swiss Craft Furniture.

3. Swiss Craft Furniture is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Settlement

The customer waives his right to settle any debt to Swiss Craft Furniture with any claim on Swiss Craft Furniture.

Insurance

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement
 - goods being property of Swiss Craft Furniture that are present at the premises of the customer
 - goods that have been delivered under retention of title
2. At the first request of Swiss Craft Furniture, the customer provides the policy for these insurances for inspection.
3. The customer is obliged to take out a CAR (Construction All Risk) insurance at his own expense and cannot claim compensation for any damage that would otherwise be covered by this insurance, unless parties have agreed otherwise in writing.

Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Swiss Craft Furniture, not obligations of results.

Performance of the agreement

1. Swiss Craft Furniture executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Swiss Craft Furniture has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Swiss Craft Furniture can start the implementation of the agreement on time.
5. If the customer has not ensured that Swiss Craft Furniture can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to inform by the customer

1. The customer shall make available to Swiss Craft Furniture all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Swiss Craft Furniture will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Swiss Craft Furniture and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Indemnity

The customer indemnifies Swiss Craft Furniture against all third-party claims that are related to the products and/or services supplied by Swiss Craft Furniture.

Complaints

1. The customer must examine a product or service provided by Swiss Craft Furniture as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Swiss Craft Furniture of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Swiss Craft Furniture of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Swiss Craft Furniture is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Swiss Craft Furniture being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Swiss Craft Furniture in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Swiss Craft Furniture (in time).

Joint and several Client liabilities

If Swiss Craft Furniture enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Swiss Craft Furniture under that agreement.

Liability of Swiss Craft Furniture

1. Swiss Craft Furniture is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Swiss Craft Furniture is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Swiss Craft Furniture is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Swiss Craft Furniture is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Swiss Craft Furniture shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6: 89 Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Swiss Craft Furniture imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Swiss Craft Furniture is not permanent or temporarily impossible, dissolution can only take place after Swiss Craft Furniture is in default.

3. Swiss Craft Furniture has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Swiss Craft Furniture good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Swiss Craft Furniture in the fulfillment of any obligation to the customer cannot be attributed to Swiss Craft Furniture in any situation independent of the will of Swiss Craft Furniture, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Swiss Craft Furniture .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Swiss Craft Furniture cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Swiss Craft Furniture can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Swiss Craft Furniture does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Swiss Craft Furniture is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Swiss Craft Furniture with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights deferring from an agreement with Swiss Craft Furniture to third parties without the prior written consent of Swiss Craft Furniture.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annullability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Swiss Craft Furniture had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Swiss Craft Furniture is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Attribution

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