# **Terms and conditions**

### Article 1 - Applicability

- 1.1. These general terms and conditions apply to all offers, quotations, services, and agreements of Maurice Kassenbouw NL and Ammerlaan Construction (hereinafter referred to as the "Service Provider"), with respect to the websites Gewaechshausbau.com, Glassconstructions.eu, Kassenbouw.com, and Ammerlaanpoland.com.
- 1.2. By using the services of the Service Provider and/or by entering into an agreement, the customer accepts these general terms and conditions.
- 1.3. Deviations from these general terms and conditions are only valid if agreed upon in writing by both parties.

#### **Article 2 - Offers and Agreements**

- 2.1. All offers and quotations from the Service Provider are without obligation unless otherwise stated in writing. Prices in quotations are exclusive of VAT and other levies unless indicated otherwise.
- 2.2. An agreement is established when the Customer accepts an offer from the Service Provider in writing, and the Service Provider confirms this in writing.
- 2.3. Amendments to an agreement are only effective if both parties agree in writing.

#### **Article 3 - Performance of Services**

- 3.1. The Service Provider shall perform the agreed-upon services to the best of its knowledge and ability, taking into account requirements of good workmanship.
- 3.2. The Service Provider reserves the right to engage third parties for the execution of services if necessary or desirable for the proper execution of the agreement.
- 3.3. The Customer shall provide all relevant information and cooperation necessary for the proper performance of the agreement in a timely manner. If the required information is not provided on time, the Service Provider reserves the right to suspend the execution of the agreement.

#### **Article 4 - Prices and Payment**

- 4.1. All prices quoted by the Service Provider are exclusive of VAT and any other applicable levies unless otherwise indicated.
- 4.2. Payment must be made within 30 days of the invoice date, unless otherwise agreed in writing.
- 4.3. If the Customer fails to pay on time, the reasonable judicial and extrajudicial costs incurred by the Service Provider to obtain payment will be borne by the Customer.

### **Article 5 - Delivery**

- 5.1. Deliveries of goods and services will be made at a location determined by the Service Provider and within the agreed time frame. Exceeding the delivery time does not entitle the Customer to compensation, rescission of the agreement, or refusal of the goods.
- 5.2. The risk of loss, damage, or depreciation of the delivered goods transfers to the Customer at the time of delivery.

#### **Article 6 - Liability**

6.1. The Service Provider's liability for damages arising from the performance of the agreement is limited to the invoice amount of the service or goods delivered.

- 6.2. The Service Provider is not liable for indirect damages, such as consequential damages, lost profits, or missed savings.
- 6.3. The Customer shall indemnify the Service Provider against third-party claims arising from the use of the products or services provided.

### Article 7 - Force Majeure

- 7.1. In cases of force majeure, the Service Provider is entitled to suspend or dissolve the execution of the agreement without the Customer being entitled to any compensation.
- 7.2. Force majeure includes all external causes beyond the Service Provider's control that prevent fulfillment of the agreement. Examples include breakdowns, illness, extreme weather conditions, and government restrictions.

### **Article 8 - Complaints**

- 8.1. Complaints about the services or products delivered must be reported to the Service Provider in writing, with reasons stated, within 14 days of delivery. Complaints submitted after this period cannot be considered.
- 8.2. If a complaint is justified, the Service Provider will, at its discretion, repair, replace, or credit part of the invoice amount for the services provided.

### **Article 9 - Privacy and Data Protection**

- 9.1. The Service Provider processes personal data in accordance with applicable privacy laws, as described in the privacy statement on the websites. By using the services, the Customer agrees to the processing of their data as described.
- 9.2. For questions regarding the privacy statement or data processing, the Customer can contact the Service Provider via the contact information provided on the websites.

### **Article 10 - Intellectual Property Rights**

- 10.1. All intellectual property rights in the products, documents, and materials provided by the Service Provider remain with the Service Provider.
- 10.2. The Customer is not permitted to copy, disclose, or duplicate any materials from the websites or services without prior written consent from the Service Provider.

## **Article 11 - Applicable Law and Disputes**

- 11.1. These general terms and conditions and all agreements between the Service Provider and the Customer are governed by Dutch law.
- 11.2. Disputes arising from or related to the agreement will be submitted to the competent court in the Netherlands.

These general terms and conditions apply to all services and products offered through the websites Gewaechshausbau.com, Glassconstructions.eu, Kassenbouw.com, and Ammerlaanpoland.com and form the basis of the legal relationship between the Service Provider and the Customer.

Ammerlaan Construction KVK nummer: 04033621 Maurice Kassenbouw KVK nummer: 12006706