

General Terms and Conditions

i29 interior architects BV

Last updated: July 2018

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These are the general terms and conditions of i29 interior architects BV ('i29'). i29 provides services related to interior architecture (the 'Services'). Feel free to consult our website www.i29.nl for more information about the work we do.

These general terms and conditions (the 'General Terms and Conditions') are applicable to all agreements and collaborations between i29 and its clients ('Clients'), in relation to the Services offered by i29. i29 offers its Services subject to the Client's acceptance of these General Terms and Conditions.

1. Definitions

- 1.1. i29: i29 interior architects BV, the private company with limited liability, incorporated under the laws of the Netherlands, with its registered office and place of business at 29 Industrieweg in Duivendrecht, 1115, registered with the Chamber of Commerce under number 60851279;
- 1.2. Client: the natural person or legal entity who/that wishes to make use of i29's Services, and who/that concludes an Agreement with i29 or enters into negotiations with i29 for the conclusion of an Agreement;
- 1.3. Project: all activities related to the assignment that the Client issues to i29, for the supply of Services, in any way whatsoever;
- 1.4. Services: all work performed by i29 in the field of interior architecture;
- 1.5. Agreement: the agreement that i29 and the Client entered into, including any changes or supplements to this agreement, which agreement defines the Project;
- 1.6. Hourly and Daily Rate: the rate for work that's not included in the agreed overall Project price.

2. Quotations and offers

- 2.1. All of i29's quotations and offers are obligation-free and valid for 30 days unless agreed otherwise.
- 2.2. A quotation or offer is based on a specific request from the Client, in the form of a briefing or Programme of Requirements ('POR') and only applies to the specific underlying Project. If the Client revises the briefing or the POR once i29 has issued the quotation or offer, i29 will assess the changes and issue a new quotation or offer.
- 2.3. The Client cannot derive any rights from a quotation or offer for a future Project or Agreement.
- 2.4. When drawing up the quotation or offer, i29 may assume that the Client provided details that are correct. i29 reserves the right to withdraw the initial quotation or offer and to draw up a new quotation or offer if i29 discovers or suspects, after having drawn up the quotation or offer, that the details provided by the Client are incorrect.
- 2.5. i29 will recommend that the Client order a preliminary investigation from i29, if:
- 2.6. the Client cannot provide a clear POR that serves as a thorough starting point for i29 to be able to start the Project;
- 2.7. i29 is still unsure after the POR has been provided about whether it can fulfil the Project;
- 2.8. i29 feels that this is necessary with a view to the Project's proper fulfilment.
- 2.6. i29 will draw up a draft of the assignment for the preliminary investigation, in writing, if the Client agrees with i29's recommendation for a preliminary investigation.
- 2.7. The Parties will consult about the situation if the Client does not agree with i29's recommendation for a preliminary investigation. In this consultation, the Parties will give consideration to each other's legitimate interests.

3. Formation of the Agreement and execution of the Project

- 3.1. The conclusion of the Agreement between i29 and the Client happens when i29 accepts the Client's assignment in writing, and the Client sends the signed Agreement back to i29.
- 3.2. i29 is entitled to refuse assignments without the need to provide a reason.
- 3.3. The Client must always submit the assignments and follow-up instructions to i29 in writing by email and on time.
- 3.4. i29 will execute the Project autonomously and to the best of its knowledge and abilities, without supervision or direction from the Client. In this process, i29 will exercise due care towards the Client and third parties. However, the Client may provide directions and instructions regarding the results of the Project.
- 3.5. i29 is entitled to perform more work than indicated in the Agreement and to charge the Client for this extra work if the extra work is necessary for the Project's proper execution. i29 will inform the Client about this in a timely manner.

4. Responsibilities of the Client

- 4.1. The Client will provide i29 will all the information and materials required for the Project's execution. If the Client fails to provide the information and materials on time, i29 may suspend the Project or adjust the Project's planning unilaterally, and i29 will be entitled to charge the Client for the extra time and costs resulting from the delay at its standard Hourly and Daily Rates, based on actual cost. i29 will inform the Client about this in a timely manner.
- 4.2. The Client is responsible for the application and for obtaining all (statutory) permits required for the Project. The Client is responsible for obtaining these permits, including any resulting delays to the Project's planning and the associated extra costs for i29, and the Client indemnifies i29 against any resulting claims that third parties may have against i29.
- 4.3. If the Client uses a so-called generic Cloud system (like BIM or Sharefile) for the communication and organisation of the Project, instead of communicating and organising directly and specifically, i29 will be entitled to charge the Client for the resulting extra time and costs at its standard Hourly and Daily Rates, based on actual cost.
- 4.4. The Client is obliged to execute the Project (or have it executed) in accordance with i29's advice and intentions. The Client will give i29 the opportunity to ascertain that the Project's execution corresponds with i29's advice and intentions. The Client will not deviate from the advice and intentions before obtaining i29's approval.

5. Work performed by third parties

- 5.1. i29 is entitled to have the work, relating to the Project, done by third parties, under its supervision, and in that respect to also charge third parties with the management role for parts of the Project, without prejudice to i29's responsibility for the sound fulfilment of the Agreement.

6. The Client's appointment of third parties

- 6.1. If the proper realisation of the Project requires one or more third parties to be appointed, the Client will refrain from doing so until it/he has consulted with i29.
- 6.2. Unless agreed otherwise, the Client will pay the expenses relating to the third parties referred to in Article 6.1 directly to these third parties.
- 6.3. If i29 is required to work with third parties, the Client will determine which participant is responsible for the coordination of the different parties' work and which participant is responsible for managing the process of the different parties' work.
- 6.4. If the Client informs i29 which person i29 should use for the execution of its Services, i29 will present the Client with the conditions under which i29 is willing to contract the recommended person, and the Client will then approve and/or accept these conditions.
- 6.5. In no way whatsoever will i29 be responsible for the content of the work performed by third parties referred to in Articles 5.1 and 6.1. in general and for the advice and specifications drawn up by technical consultants in particular. If the work performed by these third parties leads to changes to the Project or to exceedances in the Project's planning, i29 will be entitled to charge the Client for the resulting extra work at its standard Hourly and Daily Rates, based on actual cost.

7. Phases of the Project

- 7.1. The Project's execution will be divided into phases ('Phases'). i29 and the Client will set out in writing which work will be done in which Phase.
- 7.2. i29 will present the work to the Client for approval at the end of each Phase. i29 will start on the next Phase after approval from the Client.
- 7.3. The Client will communicate its decision to i29, to approve or reject the work in the relevant Phase, within 14 calendar days. The Client will not unreasonably withhold its/his approval if i29 performed the relevant share of the work in accordance with the specifications of the Agreement.
- 7.4. The Client can have i29's designs amended one-off if the Client does not approve of the Phase.
- 7.5. If the Client asks i29 to redesign part of or the entire Phase, i29 will charge an additional fee based on its standard Hourly and Daily Rates, based on actual cost.

8. Duration and termination of the Agreement

- 8.1. i29 and the Client conclude the Agreement for the duration of the Project unless agreed otherwise in writing.
- 8.2. If the Agreement is expressly limited in terms of content and time, the Agreement will automatically terminate when i29 delivers the content or when the indicated period lapses.
- 8.3. i29 may suspend the Project if it is temporarily unable to fulfil its obligations due to circumstances (beyond its control or of which it was not aware).
- 8.4. i29 may terminate the Agreement immediately, without having to pay compensation for damages or redress, in the following cases:
- 8.5. the Client has been declared bankrupt or has requested suspension of payment;
- 8.6. the Client is dissolved or liquidated;

- 8.7. the Client has gone into receivership, or passes away;
- 8.8. the Client no longer has free access to his/its funds, due to other circumstances.
- 8.9. i29 may terminate or dissolve the Agreement immediately, without the need for a default notice, if the Client fails to observe the obligations stemming from the Agreement, fails to observe them in full, or fails to observe them on time. When the Client fails to observe said obligations, the Client must pay i29 compensation for damages or must provide redress..
- 8.10. If the Agreement terminates in the interim and i29 already fulfilled part of the obligations under the Agreement, i29 may, in any event, send the Client a partial invoice for that part that was executed.

9. Execution period

- 9.1. i29 and the Client may agree to a time frame in which i29 will execute the Project as set out in the Agreement (the 'Execution Period'). This Execution Period starts when i29 receives the signed Agreement from the Client.
- 9.2. The Client is entitled to compensation for damages if i29 fails to deliver within the Execution Period. Also, the Client is not entitled to dissolve the Agreement when i29 misses the Execution Period deadline unless the execution has become permanently impossible or i29 does not execute the Project within the new deadline that i29 communicated afterwards.
- 9.3. If i29 does not make the Execution Period deadline, through no fault of its own, i29 will still have the right to charge the Client for the loss or damage, extra work and other costs resulting from the work done after the deadline.

10. Rates

- 10.1. i29 performs Projects at the rates set out in the Agreement.
- 10.2. i29 may increase the rates in the interim if unforeseen cost-increasing factors come into play after the formation of the Agreement.
- 10.3. The rates are exclusive of possible expenses on i29's part and exclusive of VAT and other government taxes and duties.
- 10.4. The Client will bear all costs relating to the formation of the Agreement.
- 10.5. If i29 performs work for the Client and this work is not included in the Agreement, this extra work will not be covered by the agreed fee for the Project. i29 will perform this extra work at its standard Hourly and Daily Rates, based on actual cost.
- 10.6. i29 will bill the Client directly for the costs of external advisers, like project managers, specialists, and consultants who are engaged in the execution of the Project if i29 calls on such external advisers for the Project. These costs are not part of the overall fee that the Client must pay to i29 for the Project. i29 will inform the Client in a timely manner regarding the use of third parties.
- 10.7. These tasks are not part of the overall Project fee set out in the Agreement unless the Agreement expressly states otherwise, and i29 will perform this extra work at its standard Hourly and Daily Rates, based on actual cost.
- 10.8. i29's visits to the Project location;
- 10.9. Travel and accommodation expenses incurred for the Project;
- 10.10. (Aesthetic) quality inspections during the Project's execution;
- 10.11. Meetings, whether or not on location, with the Client, contractor or external advisers;
- 10.12. The production of drawings for and the (commissioning of the) creation of models and prototypes.

11. Payment

- 11.1. The Client will pay i29 an advance, prior to the start of the Project, as set out in the Agreement. The Client will pay i29 the other costs for the Project (the total agreed fee for the Project less the advance) according to the payment scheme set out in the Agreement, or, in the absence thereof, in monthly instalments based on the work that i29 performed for the Project.
- 11.2. i29 will send the Client an invoice for every period. The Client must make the payments within 28 days of the invoice date.

12. Changes to the Project

- 12.1. If it becomes apparent, during the execution of the Project, that the Project's content should be changed or supplemented in the interest of the proper execution of the Project, i29 and the Client will make such changes in mutual consultation.
- 12.2. If the Project changes, i29 may increase or decrease the agreed fee for the Project. i29 will, if possible, provide an estimate of the prices. If the Project changes, the Execution Period for the Project is also subject to change. The Client accepts the possibility that the Project might change, along with the price and the Execution Period.
- 12.3. The following circumstances will, in any event, give cause for a change to the Project:
- 12.4. Relevant changes to (government) regulations or -decrees;
- 12.5. Relevant changes to the POR (Programme of Requirements) or to the original commission;

- 12.6. Changes requested by the Client, to work that was already approved, or variants thereof, or work that forms part of a Phase that was already approved;
- 12.7. Extra work that proved necessary during the Project's fulfilment.

13. Reservation of title

- 13.1. If i29 provides any information, products or materials to the Client, relating to the execution of the Project and the Agreement, i29 will retain ownership over these items until the Client has fulfilled all his/its obligations in full. The Client will do everything that may reasonably be expected of him/it to safeguard i29's property.
- 13.2. If i29 wishes to exercise its ownership rights, the Client will give i29 unconditional and irrevocable permission to enter all areas where such property is located, so that i29 can recover the goods.
- 13.3. i29 will, at all times, retain all Intellectual Property Rights, and such Intellectual Property Rights are, therefore, excluded from this provision, unless agreed otherwise in the Agreement.

14. Intellectual property rights

- 14.1. i29 is the exclusive owner of all intellectual property rights associated with or resulting from the plans, documents, images, drawings, software, creations and other information (the 'Productions') that are developed and/or used to execute the Agreement, such as (but not limited to): copyrights, patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, licences, domain names, know-how, property rights and processes (the 'Intellectual Property Rights'). i29 is also the exclusive owner of all Intellectual Property Rights associated with or resulting from other Services of and information offered by i29.
- 14.2. For as long as the Client complies with all of his/its obligations, i29 will grant the Client a non-transferable, exclusive, non-sublicensable, royalty-free licence to use the Productions resulting from the execution of the Agreement, for the purposes described at the time of the conclusion of the Agreement. When the Client does not comply with these obligations (any longer), i29 can revoke the licence without the need to send the client a formal default notice. The Client is not permitted to use the Productions for any purpose other than the purpose described in the Agreement or otherwise agreed in writing, without i29's prior written permission.
- 14.3. i29 may generate, use and distribute visual materials for the Project, as it sees fit. i29 also takes the initiative to (have someone) create a (professional) set of visual materials for the Project, for distribution purposes. In this respect, it applies that the preference goes out to photos being taken when the Client has actually started using the Project, and that, insofar as the visual materials include images of the Client's employees or visitors and/or any of the Client's additions to the Project, in the form of copyright-protected materials/works like furniture, artwork, etc., the Client will (endeavour to) prevent such copyright-protection from limiting i29's ability to use and distribute the visual materials.
- 14.4. The Client will pay its share in the costs for (having someone create) creating the (professional) set of visual materials, and i29 will make the set available to the Client. The Client may only publicise or otherwise disclose these visual materials after prior consultation with i29. The Client will ensure, at all times, that i29's name is specified for any such publication, or for any other publication for which i29 gave its permission.
- 14.5. The Productions and concepts (jointly referred to as 'the Concept'), created by i29 for the Project, are only valid for the specific Project location. i29 has restricted the Client's user licence for the Concept to the specific location for which it was generated. If the Client wants to use the Concept for a different location, the Client will have to pay i29 an additional fee, to be specified at a later stage..

15. Force majeure

- 15.1. i29 is not required to fulfil its obligations under the Agreement when it involves force majeure. It involves force majeure when i29 is incapable of fulfilling the obligations under the Agreement, due to any circumstance(s) not attributable to it.
- 15.2. The Client may suspend the obligations under the Agreement, for the period that the force majeure situation continues. If this period continues for longer than 6 months, the Client and/or i29 may dissolve the Agreement, without having to pay compensation for damages.
- 15.3. If i29 already fulfilled part of the obligations under the Agreement, before the force majeure situation entered into force, i29 may send the Client a partial invoice for that part.

16. Confidentiality

- 16.1. i29 and the Client will maintain confidentiality towards third parties regarding all confidential information exchanged between them in the scope of the Agreement and in any negotiations. Information is considered confidential when this is obvious due to the nature of the information or when i29 and/or the Client identified the information as confidential. The cooperation between i29 and the Client, the existence of the visual materials for the Project, pursuant to Article 14.3, are, in principle, not considered confidential, unless the Parties have agreed otherwise in the Agreement.
- 16.2. i29 and the Client will not use the confidential information for any purpose other than what's required for the execution of the Agreement.

17. Liability

- 17.1. i29 is only liable for loss or damage resulting at the Client, and only to the extent that such loss or damage is due to a shortcoming on i29's part. The burden of proof with respect to the causal relationship is on the Client.
- 17.2. i29 is not liable for indirect loss or damage or loss or damage resulting from i29's use of incorrect or incomplete information provided by the Client for execution of the Agreement.
- 17.3. i29's overall liability is limited to the sum of all invoices already paid by the Client or the amount that i29's insurer pays out in the specific case, whichever amount is lower.
- 17.4. None of the provisions of these General Terms and Conditions will exclude or limit i29's liability in cases where such liability cannot be excluded or limited under the applicable law, like in the case of intentional actions or gross negligence on i29's part.
- 17.5. The Client's right to compensation for damages does not diminish his/its obligation to pay pursuant to the Agreement.

18. Indemnification

- 18.1. The Client will indemnify i29 and hold it harmless from and against all claims, instances of loss or damage and costs (including settlement costs and reasonable lawyer's fees) arising from the claims of third parties that suffer loss or damage due to the execution of the Agreement, unless the cause of such loss or damage is attributable to i29.
- 18.2. If third parties approach i29 in situations described in Article 18.1, the Client will assist i29, including with respect to the costs of legal assistance, both judicial and extrajudicial, and will do everything that may be expected from him/it.

19. Miscellaneous

- 19.1. If i29 fails to enforce (parts of) these General Terms and Conditions, such failure to enforce cannot be considered a waiver of i29's right to enforce them at a later stage.
- 19.2. The Client cannot transfer his/its rights and obligations under these Terms and Conditions and under the Agreement, to a third party.
- 19.3. If any provision of these General Terms and Conditions and/or of the Agreement is declared unlawful, invalid, voidable or otherwise unenforceable, the remaining provisions of these General Terms and Conditions and/or of the Agreement will remain in full force. The unlawful, invalid, voidable or otherwise unenforceable part will be (deemed to have been) replaced by a valid and enforceable provision that approaches the purpose and purport of the original provision as closely as possible.

20. Applicable law and jurisdiction of the court

- 20.1. These General Terms and Conditions and all Agreements between i29 and the Client will be governed exclusively by the laws of the Netherlands.
- 20.2. Unless contrary to mandatory laws, all disputes and claims arising from or relating to these General Terms and Conditions and/or the Agreement will be submitted exclusively to the competent court in Amsterdam.