



# Terms & Conditions HomeShow B.V.

Established on December 13, 2016. Last modified: December 5, 2019

Terms & Conditions HomeShow B.V., legal seat at Industrieweg 47, 8071 CS, Nunspeet, registered with the Netherlands Chamber of Commerce under no. 67976387.

## Definitions

In these Terms & Conditions, the following terms are used in the following sense, unless explicitly stated otherwise.

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|--------------------------------|--|
| <i>Terms &amp; Conditions:</i> | The general conditions as stated below.  |
| <i>HomeShow B.V.:</i>          | HomeShow B.V., registered with the Netherlands Chamber of Commerce under no. 67976387.                                   |
| <i>Service:</i>                | All activities, in whatever form, that HomeShow B.V. has performed for or on behalf of the Client.                       |
| <i>Fee:</i>                    | The financial compensation that has been agreed upon with the client for the execution of the assignment.                |
| <i>Assignment:</i>             | The agreement or contract for the commissioning of HomeShow B.V.'s services.   |
| <i>Client:</i>                 | The natural person or entity who has accepted the validity of these Terms & Conditions and has commissioned the service. |
| <i>Agreement:</i>              | Every agreement concluded between HomeShow B.V. and the client.  |

## Article 1 Scope

1. These Terms & Conditions apply to every quotation and Agreement concluded between HomeShow B.V. and the Client, unless both parties have explicitly deviated from these Terms & Conditions in writing.
2. These Terms & Conditions also apply to agreements with HomeShow B.V., which's execution requires the involvement of third parties.
3. The applicability of any purchasing conditions or other Terms & Conditions of the Client is expressly rejected.
4. If it has been determined that one or more provisions in these Terms & Conditions are void, then all other provisions in these Terms & Conditions will remain in force. In the event of this situation, HomeShow B.V. and the Client will agree in concert to new provisions to replace the provisions that are void.
5. If HomeShow B.V. does not always require strict compliance of the Client with these conditions, then this does not mean that the provisions in these Terms & Conditions do not apply, nor does HomeShow B.V. to some extent lose the right to demand strict compliance with the provisions of these Terms & Conditions in other cases.
6. Deviations from the Agreement and Terms & Conditions are only valid if they have expressly been agreed upon in writing with HomeShow B.V.



## **Article 2 Quotations**

1. Offers are made in writing and/or electronically, unless urgent circumstances make this impossible.
2. All offers from HomeShow B.V. are without obligation, unless a period for acceptance is stated in the quotation. If a period for acceptance is set in the quotation, the quotation expires when this period has lapsed.
3. HomeShow B.V. cannot be held to its quotations if the Client, in reasonable and fair, should have understood that the quotation or part thereof contains an obvious mistake or error.
4. If the acceptance, whether or not on minor points, deviates from the offer included in the quotation, then HomeShow B.V. is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless HomeShow B.V. indicates otherwise.
5. A combined quotation does not oblige HomeShow B.V. to perform part of the Agreement at a corresponding part of the stated price.
6. Quotations do not automatically apply to future orders or repeat orders.

## **Article 3 Establishment of the Agreement**

1. The Agreement is established by the timely acceptance by the Client of the commission contract of HomeShow B.V.

## **Article 4 Duration of the Agreement**

1. The Agreement is entered into for one year, unless the nature of the Agreement dictates otherwise or if the parties have explicitly agreed otherwise in writing.
2. After the contract period has expired, the Agreement ends by operation of law, unless both parties choose to extend the Agreement.

## **Article 5 Hosting**

1. HomeShow B.V. has its own hosting.
2. HomeShow B.V. can never be held liable for damage caused by outages, disruptions and inoperability.

## **Article 6 Domain name registration**

1. The application and use of the Client's domain name are subject to the applicable rules and procedures of the relevant registration authorities. The registration authorities are responsible for the application for the domain name. HomeShow B.V. cannot honour the application for the domain name.
2. The domain name registration is submitted on behalf of and in the responsibility of HomeShow B.V.
3. The domain name registration takes place every 12 months and cannot be changed. After this period of 12 months has lapsed, the domain registration will be extended for another period of 12 months if the domain name has not been cancelled.
4. Changing the domain name registration counts as a new domain name registration.
5. HomeShow B.V. can never be held liable nor responsible for damage resulting from the content and use of the domain and domain name.



## **Article 7 Development or maintenance of websites**

1. If the materials provided by the Client are protected by intellectual property rights, the Client guarantees that he or she has the required licenses.
2. HomeShow B.V. will try to keep the Client as well as possible informed about the progress of the work.
3. HomeShow B.V. charges its regular hourly rate for additional work. The Client will be notified in advance before HomeShow B.V. proceeds with any additional work.

## **Article 8 Website content**

1. HomeShow B.V. is not responsible for the content and information that originates from the Client and is posted on the website.
2. HomeShow B.V. has the right to deactivate and/or remove the domain name registration if the content:
  - violates the law;
  - is of a violent nature or refers to a location with violent content;
  - discriminates based on race, gender, political affiliation, religion or belief;
  - has a pornographic, erotic nature or refers to a location with a pornographic content;
  - encourages or promotes illegal activities.
3. HomeShow B.V. is never liable for damages if the website of the Client contained unlawful content, unless HomeShow B.V. was aware that this content was unlawful prior to the damage.

## **Article 9 Materials**

1. Provided data, materials and information may be used by HomeShow B.V. for promotional purposes or advertising.
2. Provided data, materials and information can also be displayed through other channels. The Client agrees that data, materials and information can also be displayed through other channels.
3. HomeShow B.V. has the right to remove data, materials and information if it is against the law or unlawful.

## **Article 10 Design PDF brochure**

1. The Client and HomeShow B.V. agree that the Client is responsible for the correct delivery of the content and information for the PDF brochure.
2. HomeShow B.V. designs and delivers the brochure in accordance with the guidelines and wishes of the Client, unless otherwise agreed.
3. The Client is not permitted to provide content and information if the content:
  - violates (inter)national law;
  - is of a violent nature or refers to a location with violent content;
  - discriminates based on race, gender, political affiliation, religion or belief;
  - has a pornographic, erotic nature or refers to a location with a pornographic content;
  - encourages or promotes illegal activities.
4. If one of the above situations occurs, HomeShow B.V. has the right to terminate the Agreement with immediate effect and without legal intervention.



5. HomeShow B.V. can never be held liable for damages if the PDF brochure of the Client contained unlawful, incorrect or incomplete content or errors.
6. HomeShow B.V. submits a proposal for the brochure to the Client. The Client may provide his or her feedback on this proposal until the PDF brochure fully corresponds with their wishes.

### **Article 11 Mobile app**

1. If the client opts for a mobile application, the agreements as stated and agreed in the commission contract apply.

### **Article 12 Amendment of the Agreement**

1. If during the execution of the Agreement it appears that it is necessary to change or supplement the Agreement for its proper execution, then HomeShow B.V. will inform the Client of this as soon as possible. The parties will then proceed to adjust the Agreement in a timely manner and in mutual consultation.
2. If the parties agree that the Agreement will be amended or supplemented, the time of completion of the Agreement may be affected. HomeShow B.V. will inform the Client of this as soon as possible.
3. If the amendment or supplement to the Agreement will have financial, quantitative and/or qualitative consequences, HomeShow B.V. will inform the Client about this in advance.
4. If a fixed Fee and/or rate has been agreed, HomeShow B.V. will indicate the extent to which the amendment or supplement to the Agreement influences the price. Hereby, HomeShow B.V. will try to draw up a quotation as accurately as possible in advance.
5. HomeShow B.V. will not be able to charge additional costs if the amendment or supplement is the result of circumstances that are attributed to HomeShow B.V.
6. Amendments to the originally concluded Agreement between the Client and HomeShow B.V. are only valid from the moment that these amendments have been accepted in writing by both parties through an additional or amended Agreement.

### **Article 13 Execution of the Agreement**

1. HomeShow B.V. will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. HomeShow B.V. has the right to have certain work done by third parties. The application of Article 7:407, section 2 and 7:409 of the Dutch Civil Code is expressly excluded.
3. HomeShow B.V. has the right to implement the Agreement in phases.
4. If the Agreement is executed in phases, HomeShow B.V. the right to invoice each executed part/phase separately and to demand payment for it. If and as long as the invoice is not paid by the Client, HomeShow B.V. is not obliged to carry out the next phase and has the right to suspend the Agreement.
5. If the Agreement is executed in phases, HomeShow B.V. the right to suspend the implementation of those parts that belong to the next phase or phases until the Client has approved the results of the preceding phase in writing.
6. The Client provides HomeShow B.V in a timely manner with all data or instructions that are necessary for the implementation of the Agreement or that the Client should reasonably understand to be necessary for the implementation of the Agreement.
7. If the foregoing data and instructions are not provided or not provided on time, then HomeShow B.V. has the right to suspend the execution of the Agreement. Any extra costs incurred due to the delay are for the account of the Client.



8. The application of Article 7:404 of the Dutch Civil Code is expressly excluded.

#### **Article 14 Fee**

1. The Fee and/or rates are expressed in euros, excluding VAT and other government levies, unless stated otherwise.
2. The Fee includes travel, accommodation, packaging, delivery or shipping costs and administration costs, unless stated otherwise.
3. HomeShow B.V. will submit a statement of all additional costs to the Client in good time before concluding the Agreement or provide data based on which these costs can be calculated by the Client.

#### **Article 15 Change of fee**

1. If HomeShow B.V. agrees to a fixed Fee and/or rate when concluding the Agreement, HomeShow B.V. is entitled to increase this Fee or rate, even if the Fee or rate was not originally offered with reservation.
2. If HomeShow B.V. intends to change the Fee and/or the rate, they will inform the Client of this as soon as possible.
3. If the increase in the Fee or rate takes place within three months after the conclusion of the Agreement, the Client may terminate the Agreement by means of a written statement, unless:
  - a legal obligation is the cause of the increase;
  - the increase is due to an increase in the price of raw materials, wages, etc., or on other grounds that were not reasonably foreseeable when entering into the Agreement;
  - HomeShow B.V. is still willing to execute the original Agreement;
  - it is stipulated that the execution will be carried out longer than three months after the conclusion of the Agreement.
4. The Client is entitled to terminate the Agreement if the Fee or rate is increased more than three months after the Agreement has been concluded, unless the Agreement stipulates that the execution will be carried out longer than three months after the Agreement has been concluded.
5. HomeShow B.V. will inform the Client if they have the intention to increase the Fee. HomeShow B.V. will state the amount of the increase and the date on which the increase will enter into force.

#### **Article 16 Execution time**

1. The work will be carried out within a period specified by HomeShow B.V.
2. If a period has been agreed or specified for the performance of certain activities, then that period is only indicative and can never be considered as a strict deadline.
3. If HomeShow B.V. requires information or instructions from the Client that are necessary for the execution of the Agreement, the execution period commences after the Client has submitted these to HomeShow B.V.
4. If the execution period is exceeded, the Client must give written notice of default to HomeShow B.V. and provide HomeShow B.V. with a reasonable period to still execute the Agreement.

#### **Article 17 Payment**

1. Payment takes place by means of wire transfer to a by HomeShow B.V. designated bank account at the time of purchase or delivery, unless otherwise agreed upon.



2. Payment must be made within 14 days after the invoice date, in the way HomeShow B.V. indicates, and in the currency of the invoice, unless otherwise agreed upon.
3. The Client is not authorized to deduct any amount from the amount that he is owed to HomeShow B.V. to a counterclaim made by him.
4. HomeShow B.V. is entitled to invoice the Client for the work performed in the preceding period. Invoicing takes place per delivered website or assignment.
5. HomeShow B.V. and the Client agree that payment in instalments will be made in proportion to the progress of the work. If both parties have agreed to payment in instalments, the Client must pay in accordance with the instalments and percentages as laid down in the Agreement.
6. Objections to the amount of the invoice do not suspend the Client's obligation to pay.
7. A fortnight after the invoice date, the Client is in default by operation of law, without notice of default. From the moment of default, the Client owes an interest of 2% per month on the claimable amount, unless the statutory interest is higher.
8. In the event of bankruptcy, suspension of payment or trusteeship, the claims of HomeShow B.V. and the obligations of the Client towards HomeShow B.V. are immediately claimable.

### **Article 18 Collection costs**

1. If the Client is in default or does not fulfil his obligations in a timely manner, then all reasonable costs for obtaining satisfaction out of court will be borne by the Client. In any case, the Client owes collection costs to HomeShow B.V.
2. With regard to extrajudicial (collection) costs, HomeShow B.V. is entitled to, in deviation of Article 6:96 section 5 of the Dutch Civil Code and the Extrajudicial Collection Costs Decree, a reimbursement of 15% of the total outstanding principal sum with a minimum of €90 for each invoice that is not fully or partially paid.
3. Any reasonable legal costs and execution costs incurred will also be borne by the Client.

### **Article 19 Suspension**

1. If the Client does not, not fully or not timely fulfil an obligation under the Agreement, HomeShow B.V. has the right to suspend compliance with the corresponding obligation. In the case of partial or inadequate fulfilment, suspension is only permitted to the extent that the shortcoming justifies it.
2. Furthermore, HomeShow B.V. has the right to suspend compliance with obligations if:
  - after concluding the Agreement circumstances have come to light that give HomeShow B.V. good reason to fear that the Client will not fulfil his obligations;
  - at the conclusion of the Agreement, the Client was requested to provide proof that he can fulfil his obligations under the Agreement and this proof was not provided or is deemed insufficient;
  - circumstances arise that are of such a nature that the fulfilment of the Agreement is made impossible or that the execution of HomeShow B.V.'s obligations under the Agreement cannot reasonably be fulfilled if the original Agreement is not amended.
3. HomeShow B.V. reserves the right to claim compensation.

### **Article 20 Dissolution**

1. If the Client does not, not fully, not timely or properly fulfil an obligation under the Agreement, HomeShow B.V. has the right to terminate the Agreement with immediate effect, unless the shortcoming, given its minor significance, does not justify the termination.
2. Furthermore, HomeShow B.V. has the right to terminate the Agreement with immediate effect if:



- after the conclusion of the Agreement, circumstances have come to light that give HomeShow B.V. good reason to fear that the Client will not fulfil his obligations;
  - at the conclusion of the Agreement, the Client was requested to provide proof that he can fulfil his obligations under the Agreement and this proof was not provided or is deemed insufficient;
  - due to a delay on the part of the Client, it can no longer be expected from HomeShow B.V. that they will comply with the Agreement under the originally agreed conditions;
  - circumstances arise that are of such a nature that the fulfilment of the Agreement is made impossible or that the execution of HomeShow B.V.'s obligations under the Agreement cannot reasonably be fulfilled if the original Agreement is not amended.
  - the Client is declared bankrupt, submits a request for suspension of payment, applies for debt rescheduling for natural persons, is confronted with a seizure of all or part of its property;
  - the Client is placed under trusteeship;
  - the Client dies.
3. Dissolution takes place by means of written notice and without judicial intervention.
  4. If the Agreement is dissolved, any claims of HomeShow B.V. are immediately due and payable by the Client.
  5. If HomeShow B.V. dissolve the Agreement on the basis of the aforementioned grounds, HomeShow B.V. is not liable for any costs or compensation.
  6. If the termination is attributable to the Client, the Client is liable for the costs incurred by HomeShow B.V. for any suffered damages.

## **Article 21 Force Majeure**

1. A shortcoming cannot be attributed to HomeShow B.V. or the Client if it is not their fault, nor according to the law, legal act or prevailing views. In this case, the parties are also not obliged to fulfil the obligations arising from the Agreement.
2. In these Terms & Conditions, force majeure is understood as, in addition to what is understood in law and case law, all external causes, foreseen or not foreseen, on which HomeShow B.V. cannot exert any influence and as a result HomeShow B.V. is unable to meet the obligations arising from the Agreement.
3. Circumstances considered as force majeure include: exclusion, fire, water damage, natural disasters or other external calamities, mobilization, war, traffic restrictions, blockages, import or export restrictions or other government measures, delays in the supply of raw materials or machine parts and any circumstances, as a result of which the normal course of business is impeded as a result of which the fulfilment of the Agreement by HomeShow B.V. cannot reasonably be expected by the Client.
4. HomeShow B.V. also has the right to invoke force majeure if the circumstance(s) that prevent (further) fulfilment of the Agreement occur after HomeShow B.V. should have fulfilled its obligations.
5. In the event of force majeure, the parties are not obliged to continue the Agreement, nor are they obliged to pay any compensation to one another.
6. Both HomeShow B.V. and the Client can suspend all or part of the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than 2 months, both parties are entitled to terminate the Agreement with immediate effect, by means of written notification, without judicial intervention, without the parties being entitled to claim any compensation.
7. If the situation of force majeure is of a temporary nature, HomeShow B.V. reserves the right to suspend the execution of the Agreement for the duration of the force majeure situation. In the event of permanent force majeure, both parties are entitled to dissolve the Agreement extrajudicially.



8. If HomeShow B.V. at the time of the occurrence of force majeure has partially fulfilled its obligations under the Agreement, or will be able to meet them, and the fulfilled or to be fulfilled part will have independent value, HomeShow B.V. is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

## **Article 22 Examination and defects**

1. The Client is obliged to examine the Service at the time of execution, but in any case, within 7 days after the execution. In addition, the Client should investigate whether the quality and quantity of the Service provided correspond to what has been agreed, or at least meet the requirements that apply in normal trade.
2. Visible defects and shortages must be reported to HomeShow B.V in writing within 3 days after the Service has been performed.
3. Non-visible defects and shortages must be reported to HomeShow B.V. within 3 days after their discovery.
4. The right to a (partial) refund of the price, repair or replacement or compensation will lapse if defects are not reported within the specified period, unless a longer period ensues from the nature of the Service or from the specific circumstances.
5. Any shipping costs incurred for returning defective item(s) at the written request of the Client will be compensated by HomeShow B.V. to the Client. Costs other than shipping costs will never be refunded by HomeShow B.V. unless agreed in writing. The shipping costs will not be reimbursed if the Client did not request the return of the item(s) in writing.
6. The payment obligation will not be suspended if the Client informed HomeShow B.V. of the defect within the specified period.

## **Article 23 Liability**

1. The execution of the Agreement is entirely at the risk and responsibility of the Client. HomeShow B.V. is only liable for direct damage caused by gross negligence or intent by HomeShow B.V.
2. HomeShow B.V. can never be held liable for indirect damage, including consequential damage, lost profits, lost savings, business stagnation or immaterial damage.
3. HomeShow B.V. is not liable for damage of whatever nature caused by the fact that HomeShow B.V. operates based on incorrect and/or incomplete data provided by the Client, unless this incorrectness or incompleteness should have been known by HomeShow B.V.
4. If HomeShow B.V. should be liable for any damages, then the liability of HomeShow B.V. is limited to a maximum of twice the amount stated in the invoice or to the amount HomeShow B.V.'s insurance will pay out, plus the deductible HomeShow B.V. bears under the insurance.
5. HomeShow B.V. is not liable for mutilation, destruction, theft or loss of data or documents.
6. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of HomeShow B.V. or their senior employees.
7. The Client must report any damage for which HomeShow B.V. can be held liable as soon as possible, but in any case within 10 days after the occurrence of the damage to HomeShow B.V., on pain of forfeiting any right of compensation for this damage.
8. Any liability claims against HomeShow B.V. expire within one year after the Client has become aware of the harmful event or could reasonably have been aware of it.





## **Article 24 Disclosure**

1. The Client indemnifies HomeShow B.V. for any claims from third parties that suffer damage in connection with the execution of the Agreement and which can be attributed to the Client.
2. If HomeShow B.V. is addressed by third parties on that account, then all costs and damage on the part of HomeShow B.V. and third parties are at the expense and risk of the Client.

## **Article 25 Limitation period**

1. For all claims against HomeShow B.V. and by HomeShow B.V. (possibly) engaged third parties applies a limitation period of one year, in deviation from the legal limitation periods.

## **Article 26 Intellectual property**

1. HomeShow B.V. reserves the rights and powers vested in it under the Copyright Act and other intellectual laws and regulations.
2. HomeShow B.V. reserves the right to use any knowledge that may have arisen as a result of performing the work for other purposes, provided that no confidential information is disclosed to third parties.

## **Article 27 Confidentiality**

1. Both HomeShow B.V. and the Client are obliged during the term and after termination of the Agreement, to maintain secrecy with regard to all facts and data concerning the other party that he or she knows and can reasonably suspect are confidential. This duty of confidentiality also includes all data of employees, clients and other relations that have been made aware of under the Agreement.

## **Article 28 Privacy statement**

1. The conditions as stated in the separate privacy statement of HomeShow B.V. apply to these Terms & Conditions. These are provided separately with the commission contract and can be obtained from us on request or can be viewed on the website of HomeShow B.V.

## **Article 29 Service e-mails**

1. The Client agrees to receive Service E-mails when signing an commission contract. These are e-mails in support of service to the Client. HomeShow B.V. informs the Client up to once a month.
2. These Service E-mails are used to optimally inform the client and support the services provided by HomeShow B.V.
3. The client receives the Service E-mails by e-mail.
4. The Client can unsubscribe at any time in writing or via the hyperlink in these e-mails. The Client will then no longer receive messages.

## **Article 30 Amendment of Terms & Conditions**

1. HomeShow B.V. has the right to unilaterally amend these Terms & Conditions.
2. Amendments will also apply to agreements that have already been concluded.
3. HomeShow B.V. will inform the Client of any amendments by e-mail.
4. The amendments to the Terms & Conditions will take effect after thirty days after the Client has been notified of the changes.



5. If the Client does not agree with the announced changes, the Client has the right to terminate the Agreement.

### **Article 31 Applicable law and disputes**

1. To all legal relationships which HomeShow B.V. is a party of, only Dutch law applies. This is also the case if an obligation is wholly or partially performed abroad or if the Client has its legal seat abroad.
2. The applicability of the Vienna Sales Convention is excluded.
3. Disputes between HomeShow B.V. and the Client will only be submitted to the competent court in the Central Netherlands district, unless the law prescribes otherwise.

### **Article 32 Location**

1. These Terms & Conditions have been filed with the Netherlands Chamber of Commerce under no. 67976387.