

General terms & conditions Ellen & Nadine

General:

These general terms and conditions apply to the relationship between the client and Ellen & Nadine, expressly excluding the client's terms and conditions.

Article 1. Definitions

- 1.1 To avoid misunderstandings, the general terms and conditions of Ellen & Nadine (hereinafter 'E&N') are included below for assignments carried out by the V.O.F. registered with the Chamber of Commerce under number 92924654, located in Blaricum.
- 1.2 Client: the natural or legal person who has granted the assignment to E&N.
- 1.3 Assignment: the agreement between the client and E&N.
- 1.4 Project: the set of activities aimed at creating what is described in the assignment.
- 1.5 Documents: information carriers in any form, provided by the client or by E&N.
- 1.6 Work: E&N, which accepts the assignment and carries out activities on behalf of the client in the field of interior design, interior styling, interior advice, and various activities in the areas of relocation and logistics as described in the assignment.

Article 2. General

- 2.1 These general terms and conditions apply to all quotations from E&N to the client and to all contracts that the client concludes with E&N. The applicability of any purchasing or other conditions of the client is expressly rejected.
- 2.2 In case of contradictions between provisions in these general terms and conditions and provisions in the assignment, the provisions of the assignment shall prevail. Any deviations from these general terms and conditions are only valid if expressly agreed upon in writing or electronically between the client and E&N.
- 2.3 If one or more provisions of these general terms and conditions are void or declared void, the other provisions of these general terms and conditions remain fully applicable. E&N and the client shall then consult in order to agree on new provisions to replace the void or declared void provisions, taking into account the purpose and intent of the original provision as much as possible.
- 2.4 If a situation arises that is not regulated in these terms and conditions, this situation must be assessed 'in the spirit' of these general terms and conditions.
- 2.5 E&N has the right to change these general terms and conditions and the content of its website. For already concluded assignments, the terms and conditions that were valid at the time of concluding the assignment remain in force.

Article 3. Quotations and assignments

- 3.1 The quotations prepared by E&N are entirely without obligation and may be revoked until the moment of acceptance.
- 3.2 An assignment, with a clear description, is signed by E&N and confirmed in writing by the client.
- 3.3 Oral agreements and stipulations are only binding after they have been confirmed in writing, whether or not via e-mail, by E&N.
- 3.4 The quotations and price quotations prepared by E&N are not valid for future assignments, unless stated otherwise.
- 3.5 A quotation is valid for a maximum of 30 days.
- 3.6 The prices in the quotations and assignments include VAT excluding travel and accommodation costs, parking costs, shipping and administrative costs, and other levies (including taxes and import duties) imposed by the government, unless stated otherwise.
- 3.7 E&N cannot be held to its quotation price if that quotation price, or a part thereof, contains an obvious mistake or clerical error.
- 3.8 A composite price quotation does not obligate E&N to perform a part of the assignment for a corresponding part of the quoted price.
- 3.9 E&N has the right to refuse a potential client without giving reasons at all times.

Article 4. The assignment

- 4.1 E&N does its utmost to carry out the assignment as well as possible. In case of complaints, the provisions in article 8 apply. E&N cannot be held liable for a disappointing result of the advice or design given by it resulting from the assignment ('Advice or Design'). In that case, too, the agreed compensation must be paid. If the client decides not to carry out or further carry out the Advice or Design, for whatever reason, the agreed compensation must be paid in full.
- 4.2 If the client wishes to interrupt the assignment, he is obliged to inform E&N of this in writing stating the reasons. The parties will then enter into consultations to discuss the consequences. If E&N suffers damage as a result, the client is obliged to compensate for that damage. E&N is obliged to limit the damage as much as possible. The client is obliged to reimburse the costs incurred by E&N for the preparation and execution of the interrupted assignment.
- 4.3 The client remains at all times responsible for the choices and applications of the Advice or Design given by E&N.
- 4.4 The client is obliged to treat all data from E&N confidentially, insofar as the client knows or should know that this data is confidential.
- 4.5 E&N is at all times entitled not to process an assignment.

Article 5. Personal data

- 5.1 Personal data of the client are stored in E&N's customer system for processing orders. E&N only exchanges personal data with third parties that it engages in its business operations or the execution of its services, and only to the extent necessary for the business operations or services. When using personal data of the client, E&N complies with the relevant laws and regulations.
- 5.2 Exchange of data may result in data being transferred to countries where personal data is less well protected than in the Netherlands or under Dutch law. Competent authorities of countries where personal data is located during or after processing may conduct an investigation into that data.

Article 6. Prices and payment

- 6.1 E&N is entitled to remuneration for the execution of the assignment. This may consist of an hourly fee, a fee for the delivery of products and/or documents, or a fixed amount. The parties make agreements about the remuneration of additional costs incurred, such as travel expenses and administrative costs. Payment of the invoice must be made within 14 days of the invoice date. If payment is not made on time, E&N may suspend its activities.
- 6.2 E&N may require the client to pay an advance before starting the execution of the assignment. This advance generally consists of 25% of the remuneration agreed upon in the assignment. E&N may send an invoice after completing parts of an assignment. The amount of the relevant partial amount is discussed with the client. If, as part of the assignment, products such as furniture and accessories need to be delivered, an advance invoice can be sent for this purpose. The payment term for the advance invoice is also 14 days.
- 6.3 It is the responsibility of the client to provide E&N with all necessary materials and information needed to properly execute the assignment. If E&N has to carry out additional work because the client has failed to provide the necessary information/materials, or because the information provided contains gaps or errors, E&N will charge the additional work separately according to the rates that correspond to the prices stated in the assignment or, in the absence thereof, the market rates. The client is responsible for the content of the information/materials provided by him. E&N is not liable for the consequences in its Advice or Design or otherwise resulting from gaps or errors in information/materials provided by the client.
- 6.4 E&N may provide advice on engaging third parties for the execution of the Advice or Design. E&N's role will never extend beyond putting the client in contact with a third party. E&N does not conclude agreements on behalf of the client with the third party, nor does it act as an intermediary or agent. At its own discretion as referred to above, or at the reasonable request of the client, E&N will cooperate with third parties appointed by the client in the execution of its services. E&N cannot be held liable for errors of these third parties/defects in the products or services provided by these third parties and/or any delay associated with services or deliveries by third parties. If E&N makes statements about (possible) costs associated with the execution of work by third parties, this is always indicative and no rights can be derived from it. The client bears full responsibility for the complete and timely payment of the third parties appointed by the client.

Article 7. Ownership and copyrights

- 7.1 All documents of E&N are subject to retention of title until the assignment is fully paid. Documents produced by E&N as part of the assignment become the property of the client only after the client has fulfilled its financial obligations to E&N. The documents may be used in accordance with the legislation on copyright and intellectual property and as specified in article 7.4 below.
- 7.2 E&N has the exclusive right to take photos of the interior and exterior of a project realized according to its design, to edit them, and to reproduce them. However, E&N requires permission from the client to disclose the images showing the interior of the project. The photos can be used as examples of styling and design on www.ellenandnadine.com.
- 7.3 No rights can be derived from drawings and/or mood boards made by E&N. E&N is not an architect or construction expert. For the execution of (spatial, constructive, and (installation) technical) work, you should check the dimensions and/or involve a specialized craftsman who provides the technical detailing and structural calculation.
- 7.4 All intellectual property rights arising from the assignment (including trademark rights, copyrights, and model rights) belong to E&N. After all financial obligations towards E&N have been fulfilled, the client obtains a right of use. The client shall not reproduce or disclose the Advice or Design without the permission of E&N, unless agreed otherwise by the parties.

Article 8. Complaints

- 8.1 Complaints directly related to services performed by E&N must be communicated to E&N in writing as soon as possible, but in any case, within 14 days after completion of the services provided.
- 8.2 If the complaint is justified, E&N will make a proposal for an appropriate solution (for example, and if possible, redoing or modifying the relevant activities).

Article 9. Liability

- 9.1 E&N only provides services. If, as part of the assignment, products such as furniture and accessories need to be delivered, E&N is not responsible or liable for any defects, manufacturing defects, or other defects thereof, and the client must address the relevant manufacturer or supplier. If the furniture and/or accessories are damaged and/or stolen due to actions or negligence of the client, the resulting damage is for the account of the client.
- 9.2 E&N is not liable for any damage arising from or in connection with its performance of the assignment, of any nature whatsoever. E&N is therefore also never liable for indirect damage of the client or third parties, including consequential and/or business damage or reputational damage, nor for any claims of third parties against the client.
- 9.3 The client remains solely responsible for the choice and application of Advice, Design, documents, materials, and products advised by E&N in the execution of the assignment.
- 9.4 If certain parts of the assignment, including but not limited to structural and installation advice or activities and logistical services, are performed by third parties, E&N is not liable for these parts and for the actions of these third parties. These third parties must be addressed independently, and the general terms and conditions of the respective third party shall also apply to these parts.
- 9.5 If the client believes that E&N has failed to fulfill its obligations, the client shall hold E&N liable in writing and provide the opportunity to rectify the shortcomings at its own expense.
- 9.6 Any claim for damages that the client believes it has despite the provisions of article 9.2 shall lapse if the claim is not communicated to E&N in writing within 14 days after discovering the damage or defect.
- 9.7 E&N is never liable for the (partial) non-compliance with its Advice or Design.

Article 10. Force majeure

- 10.1 Force majeure is understood to mean any circumstance that permanently or temporarily prevents the performance of the assignment and for which E&N cannot be held responsible. This includes strikes in companies with which E&N has entered into agreements, a general shortage of necessary raw materials, unforeseeable delays in suppliers, as well as the case where E&N is mentally or physically prevented from properly fulfilling the assignment.
- 10.2 E&N and the client must inform each other of a force majeure situation as soon as possible and, in joint consultation, seek an appropriate solution in that specific situation.

Article 11. Immediate maturity

11.1 The claims of E&N against the client are immediately due and payable in the following cases:

- Upon conclusion of the assignment, circumstances become known to E&N that give E&N good reason to fear that the client will not fulfill its obligations.
- If E&N has asked the client to provide security for the performance of the assignment upon conclusion of the assignment and this security is not provided or is insufficient.
- In the aforementioned cases, E&N is entitled to suspend further performance of the assignment or to dissolve the assignment, without prejudice to E&N's right to claim damages.

Article 12. Miscellaneous

12.1 The general terms and conditions are published on www.ellenandnadine.com and are deposited at the Chamber of Commerce.

12.2 These general terms and conditions have come into effect on January 1, 2024, and apply exclusively to assignments concluded on or after this date.

12.3 The general terms and conditions have been provided to the client with the offer/order confirmation from E&N.

12.4 The client has taken note of the content of these general terms and conditions and, to confirm its acceptance thereof, must sign the offer/order confirmation for approval.

Article 13. Applicable law and dispute resolution

13.1 The relationship between E&N and the client is governed by Dutch law. The court exclusively competent to hear disputes between E&N and the client is, in the first instance, the competent court in the district where E&N is established, or the competent court according to the law, at the choice of E&N.

13.2 The parties have made every effort to settle a dispute by mutual agreement before resorting to legal action.