

Terms and Conditions

E-mail: info@boschment.com

The websites:

- <https://boschment.com>
- <https://boschment.nl>
- <https://boschment.dev>
- <https://boschment.app>

The definitions and the definition

1. Boschment: Boschment, located in Bergen op Zoom under Chamber Chamber of Commerce no. 89424468.
 2. Customer: the person with whom Boschment has entered into an agreement.
 3. Parties: Boschment and customer together.
 4. Consumer: a customer who is also an individual and who acts as a private person.
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1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Boschment.
 2. The parties can only deviate from these conditions if they have been expressly agreed in writing.
 3. The parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the customer or third parties.

Offers and quotations

1. Offers and quotations from Boschment are without obligation, unless explicitly stated otherwise.
2. An offer or quotation is valid for a maximum of 2 weeks, unless another acceptance period is stated in the offer or the offer.
3. If the customer does not accept an offer or quotation within the applicable period, the offer or quotation will lapse.
4. Offers and quotations do not apply to re-orders, unless the parties have expressly agreed to this in writing.

Acceptance of acceptance and acceptance

1. Upon acceptance of a free quotation or offer, Boschment reserves the right to withdraw the quotation or the offer within 3 days after receipt of acceptance, without the customer being able to derive any rights from this.
2. Verbal acceptance of the customer only binds Boschment after the customer has confirmed it in writing (or electronically).

Prices and prices

1. All prices that Boschment uses are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated otherwise or otherwise agreed.

2. All prices that Boschment uses for its services, on its website or that have been otherwise made known, Boschment can change at any time.
3. The parties will agree a total amount as a guide for a service by Boschment, unless the parties have expressly and in writing a fixed price, from which it can not be deviated from.
4. Boschment is entitled to deviate up to 10% of the target price.
5. If the target price is more than 10% higher, Boschment must inform the customer in good time why a higher price is justified.
6. If the target price is more than 10% higher, the customer has the right to cancel the part of the assignment, which exceeds the target price, plus 10%.
7. Boschment has the right to adjust the prices annually.
8. Prior to its entry, Boschment will provide price adjustments to the customer.
9. The consumer has the right to terminate the contract with Boschment if he does not agree with the price increase.

Payments and payment term

1. Boschment may require a deposit of up to 50% of the agreed amount when entering into the agreement.
2. The customer must have paid payments afterwards within 14 days after delivery.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount no later than the last day of the payment term, he is legally in default and in default, without Boschment having to send a reminder or in default of the customer.
4. Boschment reserves the right to make a delivery subject to immediate payment or to require a security for the total amount of the services or products.

Failure to pay on time

1. If the customer does not pay within the agreed period, Boschment is entitled to charge the statutory interest of 2% per month for non-commercial transactions and the statutory interest rate of 8% per month for commercial transactions from the day that the customer is in default, whereby a part of a month is charged for a whole month.
2. If the customer is in default, he also owes extrajudicial collection costs and any compensation to Boschment.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. If the customer does not pay on time, Boschment may suspend his obligations until the customer has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the customer, Boschment's claims against the customer are immediately due and payable.
6. If the customer refuses to cooperate with the execution of the agreement by Boschment, he is still obliged to pay the agreed price to Boschment.

Implementation of the Agreement

1. Boschment carries out the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

2. Boschment has the right to have the agreed service (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance by the customer.
4. It is the responsibility of the customer that Boschment can start the execution of the agreement in time.
5. If the customer has not ensured that Boschment can start the execution of the agreement in a timely manner, the resulting additional costs and/or extra hours will be borne by the customer.

Providing information by the customer

1. The customer provides all information, data and documents that are relevant for the correct execution of the agreement in a timely manner and in the desired form and in desired manner available to Boschment.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if it comes from third parties, insofar as the nature of the agreement does not dictate otherwise.
3. All information, data and documents (texts, photos, graphic material) provided by the customer is the property of the customer. Boschment is not liable for claims or judicial prosecution that would result from the unlawful provision of information, data and documents that violates the copyright and/or existing trademark laws. The customer is responsible for the content (content, such as text) on his/her website and Boschment cannot be held liable for this.

Duration of the contract for a service

1. The agreement between Boschment and the customer regarding a service or services is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties have expressly agreed otherwise in writing.
2. If an agreement has been entered into for a definite period, it will tacitly be converted into an agreement for an indefinite period after the expiry of the term, unless 1 of the parties terminates the agreement with due observance of a notice period of 2 months, or a consumer terminates the contract with due observance of a notice period of 1 month, as a result of which the agreement ends automatically.
3. If the parties have agreed a term within the term of the agreement for the completion of certain activities, this is never a fatal period. In the event of over-the-range of this period, the customer must give Boschment notice in writing in default.

Cancel agreement service for an indefinite period

1. The customer can terminate an agreement for a service that has been entered into for an indefinite period at any time with due observance of a notice period of 2 months.
2. A consumer has the right to terminate an agreement for an indefinite service with due observance of a notice period of 1 month.

Freedom to be indemnity and

The customer indemnifies Boschment against all claims of third parties related to the products and/or services supplied by Boschment.

Complaints and complaints

1. The customer must examine a service provided by Boschment as soon as possible for any shortcomings.
2. If a delivered product or service does not meet what the customer reasonably expects of the agreement, the customer must inform Boschment of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Boschment within 2 months after discovery of the shortcomings.
4. The customer gives the most detailed description of the shortcoming possible, so that Boschment is able to respond adequately to this.
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 Boschment being obliged to perform other activities than agreed.

The notice of default

1. The customer must make notices of notice in writing to Boschment.
2. It is the responsibility of the customer that a notice of default Boschment actually reaches (timely).

Head of liability customer

If Boschment enters into a contract with several customers, each of them is jointly and severally liable for the full amounts that they owe to Boschment under that agreement.

Liability of Boschment

1. Boschment is only liable for any damage suffered by the customer if and insofar as that damage is caused by intent or deliberate recklessness.
2. If Boschment is liable for any damage, it is only liable for direct damage arising from or related to the execution of an agreement.
3. Boschment is never liable for indirect damage, such as consequential damage, loss of profit, missed savings or damage to third parties.
4. If Boschment is liable, this liability is limited to the amount paid out by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalogue are only indicative and are only approximate and can not be a reason for compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expens in the period of expiry

Any right of the customer to compensation of Boschment shall in any case expire 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Civil Code.

The right to dissolution

1. The customer has the right to terminate the agreement when Boschment attributably fails to comply with its obligations, unless this shortcoming, reasons, do not justify the dissolution, given its special nature or minor importance.
2. If the fulfilment of the obligations by Boschment is not permanently or temporarily impossible, then dissolution can only take place after Boschment is in default.
3. Boschment has the right to terminate the agreement with the customer if the customer does not fully or not comply with his obligations under the agreement in full or in time, or if Boschment has taken note of circumstances that give him good reason to fear that the customer will not be able to properly fulfill his obligations.

Force majeure

1. In addition to the provisions of Article 6:75 of the Civil Code, a shortcoming of Boschment in the performance of any obligation with regard to the customer cannot be attributed to Boschment in any of the will of Boschment independent, which prevents the fulfilment of his obligations with respect to the customer in whole or in part or as a result of which the fulfilment of his obligations cannot be reasonably expected of Boschment.
2. The situation referred to in paragraph 1 shall also be counted – but not exclusively – a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); malpractice and force majeure of suppliers, deliveryers or other third parties; unexpected power, electricity, computer and telecom malfunctions; computer viruses, strikes, government measures, unforeseen transport problems, poor weather conditions and work interruptions.
3. If a force majeure situation occurs so that Boschment 1 or more obligations to the customer cannot meet, those obligations will be suspended until Boschment can comply with them again.
4. From the moment 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. Boschment is not liable for any (damage) compensation in a force majeure situation, even if it benefits from any advantage as a result of the force majeure situation.

Amendment

1. If, after concluding the agreement for its execution, it appears necessary to change or supplement its content, the parties adjust the agreement accordingly in a timely manner and in mutual consultation.

Modification of general conditions

1. Boschment is entitled to change or supplement these general terms and conditions.
2. Changes of minor importance can be implemented at any time.
3. Boschment will discuss major changes in content with the customer as much as possible.
4. Consumers are entitled to terminate the agreement in the event of a substantial change in the general terms and conditions.

Transition of rights

1. The rights of the customer from an agreement between the parties cannot be transferred to third parties without the prior written consent of Boschment.
2. This provision serves as a clause with property-legal effect as referred to in Article 3:83, second paragraph, Civil Code.

Effects of nullity or destruction

1. If one or more provisions of these general terms and conditions prove to be null and void or voidable, this does not affect the other provisions of these terms and conditions.
2. In that case, a provision that is null and voidable is replaced by a provision closest to what Boschment in mind in drawing up the conditions in that respect.

Applicable law and competent court

1. All agreements between the parties are governed exclusively by Dutch law.
2. The Dutch court in the district where Boschment is located / keeps practice / has a place of exclusive jurisdiction to take cognizance of any disputes between the parties, unless the law prescribes otherwise.

Established on March 5, 2023.