



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all services and agreements of FB Bouwdiensten.

More information:
www.fbbouwdiensten.nl

Call us:
+316 216 281 27

GENERAL TERMS AND CONDITIONS

for Private Clients (Consumers)

Renovation, refurbishment, maintenance, demolition and contracting works

Article 1 – Identity, Professionalism and Insurance

1.1 The Contractor is a professional construction company performing renovation, construction and maintenance works for private clients.

1.2 The Contractor maintains continuous CAR (Construction All Risks) and Public Liability Insurance (AVB) with Nationale-Nederlanden. Coverage is provided in accordance with the applicable policy terms and conditions. Not all damage is automatically or fully covered.

1.3 The Contractor shall perform the works in accordance with applicable laws and regulations, building codes and VCA safety standards.

1.4 Safety shall at all times take precedence over planning, speed or costs.

Article 2 – Applicability and Order of Precedence

2.1 These general terms and conditions apply to all quotations, agreements and works performed by the Contractor.

2.2 Deviations shall only be valid if agreed in writing.

2.3 The Client's general terms and conditions are expressly rejected.

2.4 In the event of inconsistencies, the following order of precedence shall apply:

- the written agreement;
 - the quotation;
 - these general terms and conditions.
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Article 3 – Quotations and Formation of the Agreement

3.1 Quotations are based on information provided by the Client and a visual inspection of the property.

3.2 Quotations remain valid for the period stated therein.

3.3 The agreement is concluded upon written acceptance of the quotation.

3.4 Obvious errors or mistakes shall not bind the Contractor.

Article 4 – Nature of the Works and Expectations

4.1 The Contractor shall perform the works as a competent and reasonably skilled professional.

4.2 Renovation and maintenance of existing structures involve structural and aesthetic uncertainties. Minor deviations in dimensions, colour, structure or finish that are customary in the construction industry shall not constitute a defect.

4.3 The Contractor does not guarantee results that are technically or structurally unfeasible within the existing situation.

Article 5 – Price, Composition and Payment

5.1 The price is based on:

- the visible condition of the property;
- normal working conditions;
- information known at the time of the quotation.

5.2 Unless agreed otherwise, payment shall be made as follows:

- 50% prior to commencement;
- 25% after the first week of execution;
- 25% within 5 working days after completion or invoice date.

5.3 Where the Client supplies materials, the Client bears full responsibility for any unsuitability, delays or defects.

5.4 In the event of late payment, the Client shall, after formal notice of default, be liable for statutory interest and collection costs.

Article 6 – Cost-Increasing and Unforeseen Circumstances

6.1 If circumstances arise during execution which were not foreseeable and lead to increased costs, the Contractor shall be entitled to adjust the price.

6.2 Such circumstances include, but are not limited to:

- hidden defects;
- structural deviations;
- asbestos;
- increases in material, labour or transport costs;
- defective work by third parties.

6.3 The Client shall be informed as soon as reasonably possible.

6.4 If the price increase exceeds 10%, the Client shall be entitled to terminate the agreement, unless the increase results from legal obligations or technically necessary works.

Article 7 – Variations and Additional Work

7.1 Additional work refers to work or deliveries not included in the original agreement.

7.2 Additional work may arise from additional requests by the Client or necessary adjustments during execution.

7.3 Additional work shall be discussed in advance and confirmed in writing. Digital confirmation (e-mail or WhatsApp) shall suffice.

7.4 Additional work may affect price and planning.

7.5 Additional work shall be invoiced separately.

Article 8 – Obligations of the Client

8.1 The Client shall ensure:

- timely decisions and approvals;
- free, safe and unobstructed access to the work site;
- availability of water, electricity and sanitary facilities.

8.2 The Client shall ensure that household members, children and pets do not pose a risk to the execution of the works.

8.3 If the Client fails to fulfil their obligations, the Contractor shall be entitled to adjust planning and costs accordingly.

Article 9 – Safety and VCA

9.1 The Contractor shall work in accordance with VCA safety standards.

9.2 The Contractor is entitled to immediately suspend work in unsafe situations.

9.3 Delays resulting from safety measures shall not be borne by the Contractor.

Article 10 – Duty to Warn

10.1 The Contractor shall warn the Client of unsuitable materials, incorrect instructions or visible defects.

10.2 If the Client disregards such warnings, the Contractor shall not be liable for the consequences.

Article 11 – Completion and Acceptance

11.1 The works shall be deemed completed when:

- the Client expressly accepts the works;
- the Client puts the works into use;
- the Client fails to submit a written complaint within 5 working days after notification of completion.

11.2 Minor outstanding items shall not prevent completion.

11.3 Upon completion, risk passes to the Client and liability for visible defects shall lapse.

Article 12 – Complaints and Rectification

12.1 Complaints must be submitted in writing within a reasonable time after discovery.

12.2 The Client shall allow the Contractor a reasonable opportunity to remedy the defect.

12.3 Failure to provide such opportunity shall result in loss of the right to compensation.

Article 13 – Warranty

13.1 A warranty period of one year applies to the works performed, unless otherwise provided by law.

13.2 The warranty shall lapse in the event of:

- improper use;
- inadequate maintenance;
- work performed by third parties.

Article 14 – Liability

14.1 The Contractor's liability shall be limited to the amount paid out under the applicable insurance policy.

14.2 If no payment is made under such policy, liability shall be limited to the invoice amount (excluding VAT).

14.3 The Contractor shall not be liable for indirect or consequential damage.

14.4 These limitations shall not apply in cases of intent or deliberate recklessness.

Article 15 – Suspension, Termination and Right of Retention

15.1 The Contractor is entitled to suspend the works in the event of non-payment or lack of necessary cooperation.

15.2 The Contractor shall have a statutory right of retention until payment is made.

15.3 In the event of termination, work already performed shall be settled pro rata.

Article 16 – Force Majeure

16.1 Force majeure refers to circumstances beyond the Contractor's control.

16.2 Obligations shall be suspended during force majeure.

16.3 In the event of prolonged force majeure, either party may terminate the agreement.

Article 17 – Intellectual Property

17.1 All drawings, designs, specifications and calculations remain the property of the Contractor.

17.2 Use or reuse without prior written consent is prohibited.

Article 18 – Privacy and Communication

18.1 Personal data shall be processed in accordance with the General Data Protection Regulation (GDPR).

18.2 Digital communication (e-mail, WhatsApp) shall constitute evidence.

18.3 Photographs of the works may be used for promotional purposes unless the Client objects in writing in advance.

Article 19 – Right of Withdrawal (Consumers)

1. The Client is expressly informed that this agreement constitutes a distance contract or an off-premises contract, to which the statutory right of withdrawal applies, unless a legal exception applies.
2. The Client has the right to withdraw from the agreement without giving any reason within 14 days from the date the agreement is concluded.
3. To exercise the right of withdrawal, the Client must notify the Contractor within this period by means of an unambiguous statement (e.g. by e-mail or post). The Client may use the model withdrawal form provided by the government, but is not obliged to do so.
4. If the Client exercises the right of withdrawal, the Contractor shall reimburse all payments received within 14 days, insofar as these do not relate to work already performed or costs already incurred.
5. If the Client expressly requests commencement of the works during the withdrawal period and subsequently withdraws, the Client shall owe a proportional payment for the work performed up to the moment of withdrawal.
6. The right of withdrawal shall fully lapse if:
 - a. the works have been fully performed within the withdrawal period; and
 - b. the Client has expressly agreed to commencement during the withdrawal period; and
 - c. the Client has declared to waive the right of withdrawal once the agreement has been fully performed.

7. The right of withdrawal shall not apply to urgent repair or maintenance work carried out at the Client's explicit request where such work is necessary to address an emergency situation.

Article 20 – Governing Law and Disputes

All agreements shall be governed exclusively by Dutch law. Disputes shall be submitted to the competent court, unless mandatory law provides otherwise.

We trust that this has sufficiently informed you.