

GENERAL TERMS AND CONDITIONS - Lucas Boiten Productions

Definitions

1. Lucas Boiten Productions: Lucas Boiten Productions, established in IJsselstein, KVK no. 82719683
2. Customer: the person with whom Lucas Boiten Productions has entered into an agreement.
3. Parties: Lucas Boiten Productions and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Lucas Boiten Productions.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and quotations

1. Offers and quotations from Lucas Boiten Productions are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 2 months from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

Acceptance

1. Upon acceptance of a quotation or offer without engagement, Lucas Boiten Productions reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Lucas Boiten Productions after the customer has confirmed this in writing (or electronically).

Prices

Payments and payment term

1. Lucas Boiten Productions may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
2. The customer must have paid the full amount within 7 days after delivery of the product.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Lucas Boiten Productions having to send the customer a reminder or to put him in default.
4. Lucas Boiten Productions reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If the customer does not pay within the agreed term, Lucas Boiten Productions is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Lucas Boiten Productions.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Lucas Boiten Productions may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Lucas Boiten Productions on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Lucas Boiten Productions, he is still obliged to pay the agreed price to Lucas Boiten Productions.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Settlement

The customer waives his right to settle any debt to Lucas Boiten Productions with any claim on Lucas Boiten Productions.

Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at Lucas Boiten Productions unless the parties have agreed upon otherwise.
3. Delivery of products ordered online takes place at the address indicated by the customer.
4. If the agreed price is not paid on time, Lucas Boiten Productions has the right to suspend its obligations until the agreed price is fully paid.
5. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Lucas Boiten Productions.

Delivery period

1. Any delivery period specified by Lucas Boiten Productions is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery period starts after the customer has signed the agreement to Lucas Boiten Productions and is confirmed in writing or electronically by Lucas Boiten Productions to the customer.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Lucas Boiten Productions cannot deliver within [number of days late] or if the parties have agreed upon otherwise.

Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

Transport costs

Transport costs are on behalf of the customer, unless the parties have agreed upon otherwise.

Packaging and shipping

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Lucas Boiten Productions may not be held liable for any damage.

2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Lucas Boiten Productions, failing which Lucas Boiten Productions cannot be held liable for any damage.

Insurance Guarantee Indemnity

The customer indemnifies Lucas Boiten Productions against all third-party claims that are related to the products and/or services supplied by Lucas Boiten Productions.

Complaints

1. The customer must examine a product or service provided by Lucas Boiten Productions as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Lucas Boiten Productions of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Lucas Boiten Productions of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Lucas Boiten Productions is able to respond adequately.
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 Lucas Boiten Productions being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Lucas Boiten Productions in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Lucas Boiten Productions (in time).

Joint and several Client liabilities

If Lucas Boiten Productions enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Lucas Boiten Productions under that agreement.

Liability of Lucas Boiten Productions

1. Lucas Boiten Productions is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Lucas Boiten Productions is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Lucas Boiten Productions is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Lucas Boiten Productions is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Lucas Boiten Productions shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Lucas Boiten Productions imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Lucas Boiten Productions is not permanent or temporarily impossible, dissolution can only take place after Lucas Boiten Productions is in default.
3. Lucas Boiten Productions has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Lucas Boiten Productions good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Lucas Boiten Productions in the fulfillment of any obligation to the customer cannot be attributed to Lucas Boiten Productions in any situation independent of the will of Lucas Boiten Productions, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Lucas Boiten Productions .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Lucas Boiten Productions cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Lucas Boiten Productions can comply with it.
4. From the moment that 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. Lucas Boiten Productions does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Lucas Boiten Productions is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Lucas Boiten Productions with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights deriving from an agreement with Lucas Boiten Productions to third parties without the prior written consent of Lucas Boiten Productions .
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Lucas Boiten Productions had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Lucas Boiten Productions is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on May 25th 2021.