

Terms & Conditions contract

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just call us on +31610085020 international phone number.

The Drawing and Planning Service

Dutch-Houses BV or its associates will be responsible to produce all drawings, plans, and documentation + suppliers list to ensure that a correct application and presentation can be made to the relevant Local Authority to enable them to deliver a correct ruling on the application.

Dutch-Houses BV will work to the specification requested by the client but will advise the client on needs to meet local planning and/or building regulations on advice of the local construction company.

The Dutch-Houses BV and its associates will use its best endeavors to advise the client on the optimization of their project.

Following agreement on the plans and receipt of the fee, Dutch-Houses BV will release the drawings, plans and documentation + suppliers list to the client.

Dutch-Houses BV will not be responsible for the performance of the Local Authority referred to on this order or choices made by the Local Authority.

If requested by the applicant/client, Dutch-Houses will be available for advice and support on further progress of the project upon receipt of the response from the Local Authority.

Should the Local Authority request non-standard sequential work or external reports (e.g., Transport Statement, Flood Risk Assessment, Horticultural Survey etc.) you will be charged at a rate per hour or the fees of an external consultancy.

Any work carried out after a decision by the Local Authority has delivered its ruling will be charged at a rate of \$150 per hour unless expressly stated or agreed otherwise. This includes the discharge of conditions and further architectural alterations to drawings.

Dutch-Houses is not responsible for building materials or worksite labor or the cost of either.

1. APPLICATION

1.1. These Terms and Conditions will apply to the purchase of the services by you

(the Customer/client). We are Dutch-Houses BV a company registered in The Netherlands under Chamber of Commerce registration number 81438427 whose registered office is at the Melkemastate 10 , 8925 AP, Leeuwarden, Friesland - The Netherlands with email address sales@dutch-houses.com telephone number +31610085020 (the Supplier Dutch-Houses - DH).

1.2. These are the terms on which we sell all Services to you. Before placing an order and perform payment we ask you will agree to these Terms and Conditions or if you perform the first payment we assume you have read and understand the Terms and Conditions and you are eligible to enter into a contract and are at least 18 years old.

2. DEFINITIONS

Business Day: a day (other than a Saturday, Sunday, or public holiday) when banks are open for business.

Charges, Fees or Fee: the charges payable by the Customer for the supply of the Services mentioned in the DH purchase checklist.

Deposit fee: is a nonrefundable deposit engineering & commitment fee.

Commencement Date: has the meaning set out in clause 5.4.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.9.

Contract: the contract between Dutch-Houses BV and the Customer for the supply of Services in accordance with these Conditions.

Order: The Customer's order for the Services from the Supplier as submitted following the step by step process set out on the DH purchase checklist client wishes of the object.

Privacy Policy: the terms which set out how we will deal with confidential and personal information received from you via the Website, online forms or email.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

3. SERVICES

3.1. The description of the Services is as set out in the DH purchase checklist, catalogues, brochures, website or other form of advertisement.

3.2. We can make changes to the Services which are necessary to comply with any applicable law or requirement. We will notify you of these changes.

4. PERSONAL INFORMATION AND REGISTRATION

4.1. When registering or send your requests to us via the website – online forms. You remain responsible for all actions taken; we take this information as base to get to know your needs.

4.2. We retain and use all information strictly under the Privacy Policy.

4.3. We may contact you by using email or other electronic communication methods and by prepaid post and you expressly agree to this.

5. BASIS OF SALE

5.1. The description of the Services in our website, online forms or purchase checklist does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, online forms, or by email we can reject it for any reason, although we will try to tell you the reason without delay.

5.2. The Order process is set out in the DH purchase checklist. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that have used the ordering process correctly.

5.3. The Order constitutes an offer by you to purchase Services in accordance with these Conditions.

5.4. The Order shall only be deemed to be accepted once the first payment as nonrefundable deposit engineering & commitment fee ("Deposit") or just the invoice is paid and confirmed by Dutch-Houses BV (Commencement Date).

5.5. The Contract shall be valid for a period of 12 months from the Commencement Date unless the Contract is concluded or terminated at an earlier date.

5.6. The Services shall be supplied in relation to the premises as specified in the DH purchase checklist or on our website.

5.7. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Dutch-Houses BV which is not set out in the Contract.

5.8. Any samples, drawings, descriptive matter, or advertising issued by Dutch-Houses BV, and any descriptions or illustrations contained in Dutch-Houses BV catalogues, brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

5.9. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

5.10. Any quotation given by Dutch-Houses BV shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue. Dutch-Houses may at its discretion increase the Charges at any time after this period of after the date of any promotion.

5.11 Receipt of Materials & Acceptance

The receipt by the Customer, or any third party acting on behalf of the Customer, of any preview drawings, concept drawings, draft drawings, final drawings, structural or engineering calculations, documentation, supplier lists, or the Dutch-Houses purchase checklist (collectively referred to as the "Materials") shall constitute acceptance of these Terms & Conditions in full.

These Terms & Conditions shall apply from the moment any Materials are sent by Dutch-Houses BV, regardless of whether a final agreement for construction or execution has been concluded.

The Materials are supplied strictly for:

project evaluation;

purchase decision;

execution of the project with Dutch-Houses BV or with its prior written approval.

No rights to construct or reproduce the design are granted by the mere receipt of preview drawings, final drawings, calculations or the purchase checklist.

6. SUPPLY OF SERVICES

6.1. Dutch-Houses BV shall supply the Services to you in accordance with the DH purchase checklist and your request. Dutch-Houses BV shall inform you of the methods available for obtaining the cost of the proposed work and the timetable necessary for the proposed Services.

6.2. Dutch-Houses shall use all reasonable endeavors to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

6.3. Dutch-Houses BV shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Dutch-Houses BV shall notify you in any such event.

6.4. Dutch-Houses BV warrants to you that the Services will be provided using reasonable care and skill.

6.5. Where it is considered that other consultants, specialist contractors or sub-contractors are required to undertake part of the design work, Dutch-Houses BV shall advise you of the need and the Client shall appoint such consultants, specialist contractors or sub-contractors directly. Such appointment shall be up to a maximum of 5 hours' work. Dutch-Houses BV shall not be part of the contract between you and the other consultants, specialist contractors or sub-contractors.

6.6. The fees of such other consultants, specialist contractors or sub-contractors shall be separate from and additional to Dutch-Houses BV Charges as set out in the Order and in accordance with these Conditions, and you shall be responsible for payment of these.

6.7. In the event that other consultants, specialist contractors or sub-contractors are required, Dutch-Houses BV shall co-ordinate the design work and integrate it into the overall design in accordance with the Order.

6.8. Upon your request and on your specific appointment, Dutch-Houses BV shall make such periodic inspections of the construction works as it considers necessary to satisfy itself that the building contractor complies with the requirements of the building contract documents. In case of such event, Dutch-Houses will make an offer for travel & stay costs to inspection location.

6.9. Dutch-Houses BV shall not be responsible for any non-compliance of any legal requirements by any of the other consultants, specialist contractors or sub-contractors if so appointed.

6.10. The Supplier shall not be responsible for the performance of the local planning authority or for the failure of a planning application.

6.11. Dutch-Houses will prepare all the documents required to make a planning application which will be clear and enable the local planning authority to make a clear decision.

6.12. Due to the nature of the services provided by Dutch-Houses BV, Dutch-Houses BV does not guarantee that the Services provided in accordance with the Order shall receive the necessary statutory approvals.

6.13. If Dutch-Houses BV are instructed to adjust and resubmit an application following rejection by a local authority, then Dutch-Houses will charge an additional fee equal to 30% of the original fee.

7. CUSTOMER'S OBLIGATIONS

The Customer shall:

7.1. ensure that the terms of the Order are complete and accurate;

- 7.2. co-operate with Dutch-Houses BV in all matters relating to the Services;
- 7.3. provide Dutch-Houses BV, its employees, agents, consultants, dealers and subcontractors, with access to the Customer's premises as reasonably required by Dutch-Houses BV
- 7.4. provide Dutch-Houses BV with such information and materials as Dutch-Houses BV may reasonably require in order to supply the services and ensure that such information is accurate in all material respects;
- 7.5. prepare the Customer's premises for the supply of the Services;
- 7.6. obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start; keep and maintain all materials, equipment, documents and other property of Dutch-Houses BV (Dutch-Houses Materials) at the Customer's premises in safe custody at its own risk, maintain Dutch-Houses BV Materials in good condition until returned to Dutch-Houses BV, and not dispose of or use Dutch-Houses BV Materials other than in accordance with Dutch-Houses BV written instructions or authorization; and
- 7.7. Will allow Dutch-Houses BV to place an advertising sign visible from the road for a period of 90 days during building work or following approval.
- 7.8. If Dutch-Houses BV performance of any of its obligations under the Contract is prevented or delayed by any act or omission by you or failure by the Customer to perform any relevant obligation (Customer Default):
- 7.9. Dutch-Houses BV shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies, the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Dutch-Houses BV performance of any of its obligations;
- 7.10. Dutch-Houses BV shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Dutch-Houses BV failure or delay to perform any of its obligations as set out in this clause; and
- 7.11. the Customer shall reimburse Dutch-Houses BV on written demand for any costs or losses sustained or incurred by Dutch-Houses BV arising directly or indirectly from the Customer Default.
- 7.12. Dutch-Houses BV may from time to time and without notice to the Customer, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Charges for the Services, and the Customer shall not unreasonably withhold or delay its consent.
- 7.13. the Customer shall permit Dutch-Houses BV to erect any advertising on the Customer's premises on for which the Services are supplied for the duration of construction and for 3 months following completion of the construction works.
- 7.14. Dutch-Houses BV shall ensure that any advertisement shall not materially interfere with the Customer's enjoyment of the property.

8. CHARGES AND PAYMENT

- 8.1. Dutch-Houses BV fees is set out in the DH purchase checklist. Dutch-Houses shall invoice you on completion of draft drawings and calculations but prior to submitting an application to the local authority.
- 8.2. You shall pay each invoice submitted by Dutch-Houses BV:
- 8.3. within 7 days of the date of the invoice; and

8.4. in full and in cleared funds to a bank account nominated in writing by Dutch-Houses BV; and

8.5. time for payment shall be of the essence of the Contract.

8.6. Dutch-Houses BV may charge a success fee upon receipt approval from the local authority. Such success fee shall be agreed in advance and set out in the Order. Payment shall be in accordance with this clause.

8.7. All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).

8.8. Without limiting any other right or remedy of Dutch-Houses BV, if you fail to make any payment due to Dutch-Houses BV under the Contract by the due date for payment (Due Date), Dutch-Houses BV shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current ECB (European Central Bank) base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement and compounding quarterly.

8.9. You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counter-claim against Dutch-Houses BV in order to justify withholding payment of any such amount in whole or in part. Dutch-Houses BV may, without limiting its other rights or remedies, set off any amount owing to it by you against any amount payable by Dutch-Houses BV to you.

9. AUTHORITY TO ACT AS AGENT

9.1. Upon acceptance of the offer for the supply of the Services, you irrevocably authorize DutchHouses BV to act as your agent as necessary in the proper performance of the Services in accordance with the Order.

9.2. Upon termination or conclusion or delivery of the service of the Contract such authority shall expire.

10. PROJECT MANAGEMENT

10.1. Dutch-Houses BV may recommend that you retain the services of a professional project manager, quantity surveyor, consultant, specialist contractors or sub-contractors or suppliers where appropriate. Dutch-Houses BV may, at your request recommend such a person, but such a person will be appointed directly by you and payment to such a person will be in accordance with clause 8.

10.2. Dutch-Houses BV shall not be responsible for the actions, omissions or conduct of any such person.

11. CONFIDENTIALITY & NON-USE

11.1 Confidential Nature

All Materials provided by Dutch-Houses BV are confidential and proprietary.

The Customer or receiver of information shall not share, distribute, publish, forward, or allow access to the Materials to any third party, including but not limited to:

contractors

architects

engineers

suppliers

manufacturers

investors

consultants

without prior written consent from Dutch-Houses BV.

11.2 Permitted Use

The Materials may only be used for evaluation and execution of the project through Dutch-Houses BV.

The Customer or receiver of information shall not:

use the Materials to construct via third parties

derive a similar design

adapt or modify the design

commission others to build from it

use it as inspiration or base

unless explicitly authorized in writing by Dutch-Houses BV after full contractual payment.

This restriction applies equally to:

preview drawings

draft drawings

final drawings

engineering calculations

supplier lists

purchase checklist

11.3 Definition of Violation

A violation shall be deemed to have occurred if, after receipt of any Materials:

a hangar house or similar structure is built;

construction is commissioned;

construction preparations are made;

or a substantially similar design is executed;

from which it can reasonably be concluded that the Dutch-Houses BV Materials served as a basis, reference, starting point, or inspiration.

Substantial similarity in layout, dimensions, engineering concept, appearance, or structure shall create a legal presumption that Dutch-Houses BV Materials were used.

The burden of proof that the Materials were not used shall rest entirely with the Customer or receiving party.

11.4 Contractual Penalty

A penalty of €250.000 (two hundred fifty thousand euros) shall become immediately due and payable:
per violation;

per hangar house (or similar structure) built;

or per project derived from the Materials.

This penalty applies regardless of whether construction is completed or still in progress.

Payment of the penalty does not remove the obligation to cease infringement.

Dutch-Houses BV retains the right to claim:

full damages

legal enforcement

injunction

demolition where legally permitted

11.5 Continuing Violation Penalty

Additionally, the Customer or receiving party owes a penalty of €5.000 per day for each day the violation continues, up to a maximum of 60 days.

This is without prejudice to Dutch-Houses BV's right to claim:

additional damages

injunction

enforcement

11.6 Non-Circumvention

The Customer shall not directly or indirectly:

approach suppliers

approach contractors

approach engineers

approach manufacturers

introduced by Dutch-Houses BV for the purpose of executing the project outside Dutch-Houses BV.

This clause remains valid for 7 years after receipt of the Materials.

12.INTELLECTUAL PROPERTY

12.1 Ownership

All Intellectual Property Rights in the Materials remain exclusively owned by Dutch-Houses BV, including:

preview drawings

concept designs

draft sets

final drawings

calculations

purchase checklist

engineering concepts

architectural layout

know-how

No transfer of rights occurs unless explicitly agreed in writing.

12.2 No License Granted

The Customer receives no license to:

build

reproduce

modify

or execute

the design without written approval and full payment.

12.3 Presumption of Use

Construction of a hangar house or similar building after receipt of the Materials shall be presumed to be based on Dutch-Houses BV Materials unless the Customer proves otherwise.

12.4 Third-Party Use

The Customer shall ensure no third party gains access to the Materials.

If third-party use occurs, the Customer remains fully liable for all penalties.

DUTCH-LAW ENFORCEMENT CLAUSE

This penalty clause qualifies as a contractual penalty under Article 6:91 Dutch Civil Code and is immediately enforceable without proof of damages.

13. TERMINATION

13.1. Without limiting its other rights or remedies, Dutch-Houses BV may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under this Contract on the Due Date for payment or in the event of any other material breach of the Contract or failure to comply with its obligations under the Contract.

13.2. If you shall become bankrupt or commit an act of bankruptcy or make an assignment for the benefits of its creditors or shall go or be put into liquidation, or receivers shall be appointed of the whole or any part of your undertaking, or if there shall be a breach by you of any of the terms or conditions of this Contract, it shall be lawful for Dutch-Houses BV by notice in writing to you to determine the contract forthwith, without prejudice to any right or action or remedy of Dutch-Houses BV then subsisting.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

14.1. you shall immediately pay to Dutch-Houses BV all of Dutch-Houses BV outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Dutch-Houses bv shall submit an invoice, which shall be payable by you immediately on receipt;

14.2. you shall return all of Dutch-Houses BV Materials. If you fail to do so, then Dutch-Houses BV may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

14.3. the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

14.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. GENERAL

15.1. Force majeure:

15.1.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Dutch-Houses BV including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Dutch-Houses BV or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.1.2. Dutch-Houses BV shall not be liable to you as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.1.3. If the Force Majeure Event prevents Dutch-Houses BV from providing any of the Services for more than 8 weeks, Dutch-Houses BV shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

15.2. Assignment and subcontracting:

15.2.1. Dutch-Houses BV may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.2.2. You shall not, without the prior written consent of Dutch-Houses BV, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3. Notices:

15.3.1. Any notice to be given to Dutch-Houses BV under these Conditions shall be deemed to be effectively served if sent by pre-paid post and correctly addressed to the registered office stated on the order.

15.3.2. This clause shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.4. Variation:

15.4.1. Dutch-Houses BV may vary these Conditions from time to time and you accept that the varied Conditions shall form part of the Contract and shall supersede any previous Conditions.

15.5. Waiver:

15.5.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.5.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15.6. Severance:

15.6.1. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.6.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

15.7. No partnership:

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.8. Third parties:

A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.9. Variation:

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Dutch-Houses BV.

15.10. Governing law and jurisdiction:

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Dutch law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of The Netherlands at the court of Leeuwarden.

Summary Notice (for emails, drawings and shared materials)

The following notice applies whenever Dutch-Houses BV provides preview drawings, final drawings, calculations, concepts, documentation or the purchase checklist to any recipient.

Email notice

By receiving any drawings, calculations, concepts or the Dutch-Houses purchase checklist, you acknowledge and agree to the Dutch-Houses BV Terms & Conditions and intellectual property protections as published on our website. No construction or third-party use is permitted without prior written consent.

Drawing / document footer

Dutch-Houses BV – Confidential

All drawings, concepts and calculations remain the intellectual property of Dutch-Houses BV.

No construction, reproduction, or third-party use permitted without written authorization

For development projects Dutch-Houses BV may require a project-specific NDA prior to sharing detailed information.