

Specimen additional conditions governing interior design and architecture assignments (incl. consumers)

February 2013

Explanation

These Additional Conditions can be used for assignments to create an interior design, in particular for simple assignments for consumers. They are additions to and derogations of the BNO's 2013 General Conditions and it is therefore advisable to expressly include them, insofar as relevant and desired, in any offer in which the BNO's 2013 General Conditions are declared applicable.

It is extremely important to be aware that any other addition to or derogation of the provisions can have far-reaching consequences for your liability and, if applicable, the cover under your liability insurance. Any other additional or derogating agreements should therefore preferably be discussed with a BNO or other legal adviser, or with your insurer or insurance broker (see also the explanation of the BNO's 2013 General Conditions).

The DNR 2011 can be used in the case of more complex assignments. A set of conditions is also being developed for more complex design assignments, without the specific arrangements regarding construction work in the DNR 2011.

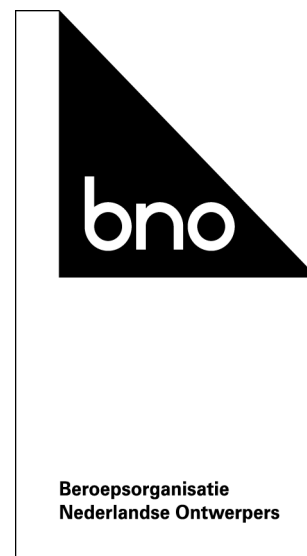
If the specimen text is used, a choice must be made whether or not to include Article 1.4.

Specimen text:

The following provisions apply in derogation of or in addition to the BNO (2013) General Conditions, which govern this offer, a copy of which is enclosed with this offer [or: was sent to you previously]:

1 Additional provisions regarding interior design and architectural assignments

- 1.1 If the client is a consumer, the following provisions apply in derogation of:
 - a. Article 7.1: The client has a right of suspension.
 - b. Article 7.3: The extrajudicial costs of collection are due only after the Designer has sent a demand after the end of the first payment period, setting a second payment period of 14 days and stating the maximum compensation for collection costs permitted by law, as regulated in and calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree, subject to a minimum of €40.
 - c. Article 8.1: If the client terminates the agreement for a reason other than breach on the part of the Designer, the client must pay the remuneration and the costs incurred, but does not owe the Designer any damages.
 - d. Article 11.6: If arbitration has not been agreed on, the court designated by law has exclusive jurisdiction.
- 1.2 If applicable and in derogation of Article 2.4(a), the parties agree that the Designer is responsible for applying for the building permits required for the performance of the agreed work and for assessing whether instructions of the client comply with the applicable Buildings Decree.
- 1.3 In addition to Article 5.6, the client must reasonably cooperate in the creation of visual and other material that the Designer may use pursuant to this provision for its own promotion and publicity purposes.



Optional:

1.4 In addition to Article 11.6, the parties agree that any disputes arising from the agreement will be settled to the exclusion of the ordinary court by means of arbitration in accordance with the arbitration regulations of the Court of Arbitration for the Building Industry in the Netherlands, as they read on the day on which the dispute is filed. In derogation of the preceding sentence, a party is free to file a dispute that falls within the jurisdiction of the court, subdistrict division, with that court.

Although this specimen has been drafted with the utmost care, BNO accepts no responsibility for harm or loss of any kind whatsoever that might arise from any defect in the terms of this specimen or from its use.