

**GENERAL TERMS STYLING SERVICES-2022
MAISON BIEN BLEU**

Article 1. Definitions

In these general terms and conditions, the following definitions apply:

The Client: the other party of Maison Bien Bleu

Maison Bien Bleu: Owner Nikkie van Leeuwen

Article 2. Applicability of these terms and conditions

These conditions apply to every offer and every agreement between Maison Bien Bleu and the Client to which Maison Bien Bleu has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.

The present terms and conditions also apply to all agreements with Maison Bien Bleu, for the execution in which third parties must be involved.

Article 3. Quotation and confirmation

All offers are without obligation, unless a term for acceptance is stated in the offer.

The offers made by Maison Bien Bleu are without obligation; they are valid for 14 days, unless stated otherwise. Maison Bien Bleu is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 14 days.

The prices include VAT, unless stated otherwise.

Travel costs are (possibly) charged separately.

Oral agreements and stipulations only bind Maison Bien Bleu after they have been confirmed in writing by Maison Bien Bleu.

Article 4. Execution of the agreement

Maison Bien Bleu will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and based on the state of the art known at that time.

If and insofar as required for the proper execution of the agreement, Maison Bien Bleu has the right to have certain work performed by third parties.

The Client ensures that all information that Maison Bien Bleu indicates is necessary or that the Client should reasonably know is necessary for the execution of the agreement, is provided to Maison Bien Bleu in a timely manner.

If the information required for the execution of the agreement has not been provided to Maison Bien Bleu in time, Maison Bien Bleu has the right to suspend the execution of the agreement and/or charge additional costs resulting from the delay to the Client in accordance with the usual rates.

Maison Bien Bleu is not liable for damage, of whatever nature, if Maison Bien Bleu has acted based on incorrect and/or incomplete information provided by the Client. Improper manner of delivery of the materials or products to be supplied by the Client and all similar supplies by the Client that require Maison Bien Bleu to perform more work or costs than it could reasonably have expected when entering into the agreement, are grounds for an increase in the agreed price.

The elaboration of the advice or the agreed services depend on many factors beyond the influence of Maison Bien Bleu. The Client always remains responsible for the choice and application of the advice given by Maison Bien Bleu.

Article 5. Amendment of the agreement

If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.

If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. Maison Bien Bleu will inform the Client of this as soon as possible.

If the change or addition has financial and/or qualitative consequences, Maison Bien Bleu will inform the Client in advance.

If a fixed fee has been agreed, Maison Bien Bleu will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded.

Changes to the original order of whatever nature, made in writing or verbally by or on behalf of the Client, which cause costs higher than those that could be counted on in the quotation, will be charged extra to the Client.

Changes in the execution of the assignment still required by the Client after the assignment has been issued, must be notified to Maison Bien Bleu in a timely manner and in writing. If they are stated verbally or by telephone, the risk for the implementation of the changes is for the account of the Client.

If the Client cancels the assignment in whole or in part, he is obliged to reimburse Maison Bien Bleu for all costs reasonably incurred with a view to the execution of this assignment (costs of preparation, storage, provision, etc.) and if Maison Bien Bleu so wishes, to be responsible for the execution of materials and semi-finished products intended for the assignment at the prices included by Maison Bien Bleu in its calculation; all without prejudice to Maison Bien Bleu's right to compensation for loss of profit, as well as other costs and damages resulting from the cancellation.

Article 6. Confidentiality

Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

Article 7. Intellectual property

Maison Bien Bleu also reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Regarding the storage and use, processing and processing of items entrusted to it by or on behalf of the Client, Maison Bien Bleu must exercise the same care that it uses about its own affairs.

Without prejudice to the provisions of the previous paragraph and elsewhere in these terms and conditions, the Client bears the risk for the items referred to. If he wishes to have the said risk covered, he must arrange for insurance at his own expense. The copyright and the exclusive right of drawing or model about the provisional and final (interior) advice plan belong to the Client.

Article 8. Dissolution of the agreement

The claims of Maison Bien Bleu against the Client are immediately due and payable in the following cases:

Circumstances that have come to the attention of Maison Bien Bleu after the agreement has been concluded, give Maison Bien Bleu good grounds to fear that the Client will not fulfill its obligations.

If Maison Bien Bleu has asked the Client when concluding the agreement to provide security for compliance and this security is not forthcoming or is insufficient. In the cases mentioned, Maison Bien Bleu is authorized to suspend the further execution of the agreement, or to proceed to dissolve the agreement, without prejudice to Maison Bien Bleu's right to claim compensation.

Article 9. Prices

The execution of the Assignment will take place if 100% of the price has been paid in advance. The fixed price includes VAT, excluding travel and accommodation costs, parking costs, toll costs and other government levies, unless stated otherwise. These costs will be invoiced within 5 working days after delivery.

Article 10. Payment conditions

Payment of the invoice must be made within 5 working days after the invoice date.

In the event of liquidation, bankruptcy or suspension of payment of the Client, the claims of Maison Bien Bleu and the obligations of the Client towards Maison Bien Bleu will become immediately due and payable.

Payments made by the Client always serve in the first place to settle all interest and costs owed, in the second place for payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

For orders that require a long processing time, partial payment may be required. These partial payments must be agreed in advance. Any partial delivery, which also includes the delivery of parts of an order, can be charged to the Client.

If Maison Bien Bleu has already performed work related to the assignment and the Client revokes an order, it shall pay the entire fee that Maison Bien Bleu would be entitled to upon complete fulfillment of the order, as well as all additional costs incurred up to that point..

In the event of circumstances independent of its will or certain behaviour or actions on the part of the Client, as a result of which Maison Bien Bleu cannot reasonably be expected to continue to fulfill the assignment, Maison Bien Bleu has the right to resign this assignment. In this case, it is entitled to the fee for work performed up to that time and to reimbursement of costs incurred up to that time and is obliged to make the accomplished results available.

Article 11. Liability

If Maison Bien Bleu is liable, that liability is limited as follows:

Maison Bien Bleu's liability, insofar as it is covered by its liability insurance, is limited to the amount of the payment made by the insurer.

If the insurer in any case does not pay out or if damage is not covered by the insurance, Maison Bien Bleu's liability is limited to once the invoice value of the assignment (including VAT), at least that part of the assignment to which the liability relates.

The limitations of liability included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of Maison Bien Bleu or its subordinates.

Maison Bien Bleu is never liable for consequential damage.

Article 12. Force majeure

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, over which Maison Bien Bleu cannot exercise any influence, but as a result of which Maison Bien Bleu is unable to fulfill its obligations.

During force majeure, Maison Bien Bleu's obligations are suspended. If the period in which fulfillment of the obligations by Maison Bien Bleu is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement without there being any obligation to pay compensation in that case.

If Maison Bien Bleu has already partially fulfilled its obligations at the commencement of the force majeure or can only partially fulfill its obligations, it is entitled to invoice the part already performed or executable separately, and the Client is obliged to pay this invoice if it

concerns a separate contract. However, this does not apply if the part already performed, or executable has no independent value.

Article 13. Applicable law

This contract is governed by French law with the exception of the rules of private international law.

Article 14. Location and change of conditions

These conditions can be read at all times on www.maisonbienbleu.com. The latest version or the version that applied at the time of the establishment of the legal relationship with Maison Bien Bleu is always applicable. The English text of the general terms and conditions is always decisive for the explanation thereof.