

General Terms and Conditions - Atelier MVDR

Article 1: Definitions

1.1. **The Maker:** Atelier MVDR, located in Heerlen.

1.2. **The Client:** The natural or legal person who provides an assignment or purchases a product.

1.3. **Custom Work:** Products manufactured at the request of The Client. This includes both unique designs and products from the fixed collection that are produced or adapted specifically for The Client.

1.4. **Stock Products:** Products that have already been manufactured and are sold from existing stock without modifications.

Article 2: Applicability

2.1. These terms and conditions apply to all quotes, agreements, and deliveries by The Maker.

2.2. By confirming a quote or placing an order, The Client declares their agreement with these terms and conditions.

Article 3: Quotes and Agreement

3.1. All quotes are non-binding and valid for 30 days, unless otherwise agreed upon in writing.

3.2. The agreement for Custom Work is concluded after written confirmation by The Client and receipt of the agreed-upon deposit.

3.3. For Stock Products, the agreement is concluded at the time of purchase or written order confirmation.

Article 4: Payment and Deposit

4.1. For Custom Work, a standard deposit of 40% of the total invoice amount applies.

4.2. The Maker only begins execution and the purchase of materials after receipt of this deposit.

4.3. The remaining balance (60%) must be paid prior to delivery or directly upon pickup at the workshop.

4.4. Stock Products must be paid in full upon purchase or prior to delivery.

General Terms and Conditions - Atelier MVDR

Article 5: Right of Withdrawal and Cancellation

5.1. Custom Work: Given the personal nature of Custom Work, the statutory right of withdrawal does not apply. In the event of cancellation after the deposit has been paid, costs already incurred (materials and labour hours) will be settled against the deposit. If the actual costs incurred exceed the deposit amount, The Client remains liable for the difference, up to the full contract value.

5.2. Stock Products: When purchasing in the workshop, no statutory cooling-off period applies. Exchanges are only possible in consultation within 14 days, provided the product is undamaged and in its original condition.

Article 6: Retention of Title

6.1. All delivered products remain the property of The Maker until The Client has fulfilled all payment obligations.

Article 7: Delivery and Storage

7.1. Stated delivery times are indicative target times and do not constitute a strict deadline. In the event of a significant delay, The Maker will notify The Client in a timely manner and communicate a revised expected delivery date.

7.2. If a product is not collected or accepted within 7 working days after notice of completion, The Maker is entitled to charge reasonable storage costs. Storage costs will be communicated to The Client in advance.

Article 8: Warranty and Natural Products

8.1. The Maker guarantees the soundness of the construction under normal domestic use for a period of 1 month from the date of delivery or collection.

8.2. Wood Characteristics: The Client acknowledges that wood is a living natural product. Movement of the wood (shrinkage/expansion), knots, and natural colour differences are excluded from the warranty.

8.3. Damage caused by improper use, extreme heat sources (such as stoves or radiators), incorrect humidity levels, or prolonged exposure to direct (UV) sunlight is excluded from the warranty. The Client acknowledges that exposure to sunlight may lead to discoloration of the wood, increased brittleness of the wood structure (resulting in warping or cracking), and the degradation of protective finishes such as oil, wax, or varnish.

General Terms and Conditions - Atelier MVDR

8.4. The warranty does not apply in cases of intent or gross negligence on the part of The Client, nor to damage resulting from circumstances beyond the control of The Maker.

Article 9: Liability and Safety

9.1. The Maker is not liable for indirect or consequential damages.

9.2. Visits to the workshop are entirely at one's own risk. The Client must follow The Maker's safety instructions at all times.

Article 10: Intellectual Property

10.1. Atelier MVDR retains all intellectual property rights to the designs, drawings, and manufactured products provided by him at all times.

10.2. Without written consent, The Client is not permitted to reproduce or commercially exploit designs by The Maker.

10.3. The Maker reserves the right to reproduce designs made on behalf of The Client or include them in the collection, unless an exclusivity clause has been explicitly agreed upon for an additional fee.

Article 11: Disputes and Choice of Law

11.1. All agreements are governed exclusively by Dutch law.

11.2. Disputes will be submitted exclusively to the competent court in the district of The Maker's place of business.

Article 12: Language Clause

12.1. These terms and conditions are available in Dutch and English.

12.2. In the event of differences in interpretation, the Dutch text is legally leading and binding.