

Romazo Consumer Terms and Conditions

General Consumer Terms and Conditions for the sale, delivery or installation of sun blinds, shutters, window decorations, insect screens, garage doors or terrace roofs. These General Terms and Conditions of the association of Romazo Professionals, registered at the Chamber of Commerce under number 40445700, were drawn up in consultation with the Consumer Association under the SER Self-Regulation Coordination Group and came into force on 6 November 2017. Romazo.

Article 1: Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- a. The Company: natural person, legal entity or partnership, member of the association of Romazo Professionals, who enters into commercial contracts for the sale, supply or installation of sun blinds, roller shutters, window decorations, screens, garage doors or patio roofs;
- b. The Consumer: every natural person who - not acting in a professional or business capacity - enters into an agreement with the Company as described under a;
- c. The work: the total of the activities agreed on between the Consumer and the Company or the materials supplied by the Company (for the relevant activities);
- d. Contract changes: additions to or reductions in the agreed work required by the Consumer that result in additional payments being made or deductions being made from the agreed contract price;
- e. Written: means a message that is transmitted by letter, fax, email or any other electronic means of communication, provided that the message is legible and reproducible.
- f. Romazo: the association of Romazo Professionals;
- g. Arbitration Committee: Arbitration Committee for the Sun Protection Industry (*Geschillencommissie Zonwering van de Stichting Geschillencommissies voor consumentenzaken*), PO Box 90600, 2509 LP The Hague.

Article 2: Applicability

- 2.1 These conditions apply to all offers made by the Company or to all contracts for the sale and performance of work relating to sun blinds, roller shutters, window decorations, insect screens, garage doors or patio roofs between the Company and the Consumer.
- 2.2 These conditions may be used exclusively by members of Romazo.

Article 3: The Offer

- 3.1 The Company shall make an offer, in any case exceeding €250, in writing, unless urgent circumstances prevent this.
- 3.2 The offer is irrevocable for 21 days after the date, unless the offer indicates otherwise.
- 3.3 The offer contains a sufficiently detailed description of the materials to be delivered or of the work to be performed to enable the Consumer to properly assess the offer.
- 3.4 The offer shall state the time or period during which the work can be started, an indication of the duration of the work and a fixed or expected date of completion.
- 3.5 The offer will give an insight into the price of the materials and into the pricing method that will be used for the work to be performed: contract price or cost-plus pricing:
 - a. In the case of a contract sum pricing method, the parties agree on a fixed sum for which the work will be carried out;
 - b. In the event of a cost-plus pricing method, the Company shall provide an accurate statement of the price factors (including the hourly rate and unit prices of the materials required). At the Consumer's request, the Company shall give an indication of the expected execution costs by stating a guide price, unless in the Company's opinion this is not reasonably possible under the given circumstances.
- 3.6 The offer shall state the method of payment.
- 3.7 The offer is accompanied by a copy of these general terms and conditions.
- 3.8 The drawings, technical descriptions, designs and calculations that form part of the offer, either produced by the Company or commissioned by the Company, remain the property of the Company. They may not be made available or shown to third parties, copied or otherwise reproduced without the Company's permission. If no order is placed, these documents must be returned to the Company carriage paid within 14 days after a request to that effect is made by the Company.

Article 4: Conclusion of the Agreement

- 4.1 The agreement comes into effect when the Consumer accepts the Company's offer. The acceptance should preferably and where possible be in writing.
- 4.2 In case of electronic acceptance by the Consumer, the Company shall confirm receipt of the order to the Consumer by electronic means. If the Consumer accepts the offer orally, the Company shall preferably confirm the order in writing.

Article 5: Obligations of the Company

- 5.1 The Company shall carry out the work properly, soundly and in accordance with the provisions of the agreement.
- 5.2 When carrying out the work, the Company shall observe the regulations such as those that are applicable to it and are in force or will be in force at the time of execution of the work.
- 5.3 The Company shall draw the Consumer's attention to any regulations which are reasonably known to it and which are relevant to the work:
 - a. inaccuracies in the commissioned work;
 - b. inaccuracies in the working methods and constructions required by the Consumer;
 - c. defects in the immovable property or properties on which the work is (to be) carried out;
 - d. defects in or unsuitability of materials or resources made available by the Consumer;
 - e. inaccuracies in the data supplied by or on behalf of the Consumer;to the extent that they manifest themselves before or during the performance of the work to the Company and that the Company is deemed an expert in the matter.

Article 6: Obligations of the Consumer

- 6.1 The Consumer will give the Company the opportunity to carry out the work.
- 6.2 The Consumer will ensure that the Company has timely access to the necessary approvals (such as permits and exemptions) and information for the work.
- 6.3 The Consumer will provide the connection facilities available to them for the energy and water required for the work. The costs of electricity, gas and water are borne by the Consumer.
- 6.4 The Consumer must ensure that work to be carried out by third parties or deliveries, which are not part of the Company's work, are made in such a way and at such time that the execution of the work is not delayed. If a delay nevertheless occurs, the Consumer should inform the Company of this in good time.
- 6.5 If the start or progress of the work is delayed by circumstances as referred to in the preceding paragraph, the Consumer must compensate the Company for any associated damage and costs, if these circumstances can be attributed to the Consumer.
- 6.6 The Consumer must report defects in the work to the Company within a reasonable period of time after they have discovered them or should reasonably have discovered them, preferably in writing.
- 6.7 The Consumer bears the risk for damage caused by:
 - inaccuracies in the commissioned work;
 - inaccuracies in the constructions and working methods required by the Consumer;
 - defects in the immovable property or properties on which the work is carried out;
 - flaws in materials or resources made available by the Consumer;
 - errors in the data supplied by or on behalf of the Consumer;The above does not affect the duty of the Company to warn the Consumer pursuant to Article 5 paragraph 3.

Article 7: Contract Changes

- 7.1 In the case of the contract sum pricing method as referred to in Article 3 paragraph 5, the Consumer can order contract changes after the agreement has been concluded.
- 7.2 In the event of additional work commissioned by the Consumer, the Company can only claim an increase in the price if they have informed the Consumer in good time of the resulting price increase, unless the Consumer should already have reasonably understood this.
- 7.3 Contract changes for a total amount of more than € 250 shall be agreed in advance in writing, except in urgent circumstances.
- 7.4 The lack of a written order does not affect the claims of the Company or the Consumer to compensation for contract changes.

Article 8: Completion / Acceptance of the Work

- 8.1 The Company shall inform the Consumer in writing or verbally that the work or part thereof is ready for delivery, whereby the Company shall invite the Consumer to inspect the work. Until the moment of delivery the Consumer is not allowed to use the

work, except with the explicit permission of the Company.

- 8.2 The acceptance of the work as referred to in paragraph 1 of this article means:
 - the visual inspection by the Consumer of all or part of the work;
 - the demonstration by the Company of the proper working of all the possibilities of use of the work;
 - providing explanation and information about the correct use of the work;
 - completing and signing a delivery report jointly with the Company.
- 8.3 Unless the parties have agreed otherwise, the inspection of the work shall take place as soon as possible, preferably within 2 working days but no later than 7 working days after the Company has invited the Consumer to do so.
- 8.4 Small defects and missing parts discovered at the inspection and recorded in the delivery report shall not prevent completion and shall be repaired or supplied by the Company within 7 working days, unless the parties have made other agreements.
- 8.5 The work will also be considered completed if 7 working days have passed since the Consumer received the notification and invitation referred to in paragraph 1 of this article and the Consumer, without giving any reason or reasonable grounds, has failed to cooperate in the inspection of the work or refuses, without reasonable grounds, to sign the completed handover report after the inspection.

Article 9: The Final Invoice

- 9.1 The Company shall submit the final invoice to the Consumer upon delivery.
- 9.2 When applying the contract sum pricing method, the final invoice shall contain a clear description of the original order and any contract deviations.
- 9.3 When applying the cost-plus pricing method, the final invoice shall contain a specification of the materials used and their cost, of the hours worked and the hourly rates, and of the other costs. If the Company has stated a recommended price, the recommended price may not be exceeded by more than 10%, with the exception of contract changes, unless the Company has notified the Consumer in time that the recommended price will be exceeded by more than 10%.

Article 10: Payments

- 10.1 Payment shall be made at the Company's place of business or to an account specified by the Company.
- 10.2 The parties may agree that payment shall be made in instalments in proportion to the progress of the work.
- 10.3 If payment in instalments has been agreed and the Company fails to meet its obligation to continue with the delivery / work to be carried out, the Consumer has the right to suspend payment.
- 10.4 Unless it involves cash payment or another electronic method of payment offered by the Company to the Consumer, such as PIN payment, payment of the final invoice shall take place within fourteen (14) days of receipt of the invoice.

Article 11: Late Payment

- 11.1 The Consumer is in default once the payment date has expired.
- 11.2 After the payment date referred to in paragraph 1 has expired, the Company shall send the Consumer a payment reminder free of charge, stating that the Consumer still has the opportunity to pay within 14 days from the day after the payment reminder was sent and what amount in collection costs the Consumer will owe if (full) payment is not made within this term. The amount of the collection costs should be in accordance with the "Decision on compensation for extrajudicial collection costs" (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
- 11.3 The Company shall be entitled to charge interest on any payment that is not made in time, from the expiry of the payment term until the day on which the amount owed is received. This interest is equal to the statutory interest as referred to in Section 6:119 of the Dutch Civil Code.

Article 12: Retention of Title

The Company retains ownership as long as the Consumer has not paid in full. The Consumer does not become the owner of the product until

they have paid the purchase price and any other amounts owed to the Company in full.

Article 13: Compliance of the Work with Agreement and Warranties

- 13.1 The Company guarantees that the completed work complies with the agreement. In addition, the Company guarantees that the work has those characteristics which, taking all circumstances into account, are necessary for normal use, as well as for a special use insofar as this has been agreed.
- 13.2 If, within six (6) months after delivery, a deviation from that which was agreed becomes apparent, it shall be assumed that the work did not comply with the agreement upon delivery. In that case, the Company shall remedy the defect free of charge, unless it can prove that the work was in accordance with the agreement at the time of delivery. The foregoing does not affect the fact that, even after the aforementioned periods, the Company may remain liable for any defects in the work on the grounds of the law.
- 13.3 For the product groups listed below, a (warranty) period that deviates from the period stated in paragraph 2 of this article applies, subject to any agreements between the parties to the contrary:
 - a. On outdoor awnings, roller shutters, roll-up grilles, sliding gates, garage doors and patio roofs: 2 years;
 - b. On internal blinds, window decorations and screens: 1 year;
 - c. on any motor parts for the products specified under a and b (with the exception of electronic control and operating components): 2 years.
- 13.4 The Consumer must submit a complaint about a defective product or service to the Company as fully and clearly as possible, within a reasonable time after the Consumer has discovered the defect. A complaint submitted within two months after discovery is always on time. Not complaining within this period of time means that the Consumer can no longer claim that the product or service is faulty.
- 13.5 The warranty as referred to in paragraphs 2 and 3 shall lapse if:
 - defects are the result of normal wear and tear;
 - defects have been caused by an error, improper use or omission on the part of the Consumer who placed the order or its legal successor, or by external causes;
 - the defect is not a consequence of the work;
 - defects are the result of installation, assembly, modification or repair by the Consumer or by third parties without the prior written consent of the Company.

Article 14: Non-compliance with the Agreement

- 14.1 If one of the parties fails to fulfil an obligation under the agreement, the other party may suspend the fulfilment of the relevant obligation. In the event of partial or inadequate performance, suspension is only permitted in so far as the shortcoming justifies this.
- 14.2 If one of the parties fails to comply with the agreement, the other party is authorised to dissolve the agreement, unless the failure does not justify such dissolution and its consequences in view of its special nature or minor importance. Insofar as fulfilment is not permanently or temporarily impossible, the right to dissolve shall only arise if the defaulting party is in default.

Article 15: Complaints and Dispute Resolution Procedure

- 15.1 The Company has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
- 15.2 Complaints about the conclusion or fulfilment of the agreement must be submitted to the Company in a complete and clearly defined manner, within a reasonable period of time after the Consumer has discovered or should reasonably have discovered the defects.
- 15.3 If the complaint handling by the Company has not led to a solution, the Consumer or the Company can submit the dispute to Romazo for mediation. For the way in which disputes can be reported and the course of the mediation procedure, the "Romazo Professionals Mediation Rules" can be requested from (www.romazo.nl, info@romazo.nl, Einsteinbaan 1 3439 NJ Nieuwegein, 030 - 605 64 48).
- 15.4 If the dispute, even after any mediation by Romazo, has not been resolved, both the Company and the Consumer can submit the dispute in writing or electronically to the Arbitration Committee "Geschillencommissie Zonwering", Bordewijklaan 46, PO Box 90600,

2509 LP The Hague.
(www.degeschillencommissie.nl).

- 15.5 A dispute will only be handled by the Arbitration Committee if the Consumer has first submitted their complaint to the Company. A dispute arises after the complaint is not resolved by the Company or through mediation by Romazo.
- 15.6 The Consumer must bring the dispute before the Arbitration Committee within 12 months of submitting the complaint to the Company.
- 15.7 If the Consumer brings a dispute before the Arbitration Committee, the Company is bound by this choice. If the Company wishes to submit a dispute to the Arbitration Committee, it must ask the Consumer to state within one month whether they agree. The Company must also indicate that it considers itself at liberty to bring the dispute before the court after the expiry of the aforementioned period.
- 15.8 The Arbitration Committee shall render a decision that is binding on both parties in accordance with the regulations applicable to it. The regulations of the Arbitration Committee will be sent free of charge upon request. A fee is payable for the handling of a dispute.
- 15.9 To the extent that the Consumer does not wish to make use of mediation by Romazo or dispute resolution by the Arbitration Committee for Sunblinds, the competent court is authorised to hear the dispute based on statutory regulations.

Article 16 : Branch Guarantee regarding Compliance with Binding Advice

- 16.1 Romazo guarantees to the Consumer the fulfilment of the obligations imposed on it by the Company in a binding advice by the Arbitration Committee up to an amount of € 10,000, unless the binding advice is submitted for review to the court within two months after it was sent and the court ruling declaring the binding advice non-binding has become final.
- 16.2 If the obligation imposed by the Arbitration Committee on the Company concerns an amount which exceeds the maximum amount stated in paragraph 1 of this article, Romazo will only pay the Consumer the excess amount after Romazo has successfully collected the excess amount from the Company, if necessary by legal means.
- 16.3 Romazo does not provide a compliance guarantee if, before the dispute is dealt with, one of the following situations arises:
- a. the Company has been granted a suspension of payment;
 - b. the bankruptcy of the Company has been declared or legal debt rescheduling has been applied to it as a natural person;
 - c. the Company's business activities have ceased. Determinative for this situation is the date on which the business termination is registered in the Trade Register, or an earlier date of which Romazo can make a plausible case that the business activities have ceased.

Article 17: Governing Law

Dutch law shall apply to agreements concluded, amended or supplemented based on these general terms and conditions, unless other law is applicable on the grounds of mandatory rules.

Article 18: Amendment of General Terms and Conditions

Romazo will amend these conditions only in consultation with the Consumer Association.

