

GENERAL TERMS AND CONDITIONS

Blad & Vorm

Version 1.0

1. Preamble

At Blad & Vorm, we believe that interior landscaping is more than just placing plants. A carefully designed green environment contributes to a prestigious image, a pleasant working environment, and the well-being of the people who use it daily.

We strive for long-term partnerships in which quality, reliability, and personal service are paramount. Our services are founded on trust, craftsmanship, and attention to detail. Accordingly, we consider it vital that agreements are transparent and that mutual expectations are clearly defined.

These General Terms and Conditions have been drafted to provide that clarity. This is not done out of distrust, but rather to establish a transparent framework within which the Client and Blad & Vorm can cooperate effectively.

We have intentionally written these General Terms and Conditions as comprehensibly as possible. Should any provision nevertheless raise questions, we will be pleased to clarify it.

2. Our Vision

Blad & Vorm delivers comprehensive interior landscaping solutions in which design, supply, installation, maintenance, and replacement form a single, integrated whole.

Our services are aimed at ensuring a prestigious, healthy, and well-maintained appearance of the plants throughout the entire term of the agreement. In doing so, we do not look solely at the technical condition of the plants, but also at the aesthetic quality of the overall presentation.

Living material changes constantly. Growth, blossoming, and natural development form an integral part of the character of plants. We therefore combine professional expertise, periodic maintenance, and preventative care to keep the quality of every installation as high as possible.

We believe that sustainable relationships are built by delivering quality, honouring agreements, and communicating openly, honestly, and respectfully with one another.

3. Definitions

In these General Terms and Conditions, the following definitions shall apply:

- **3.1 Blad & Vorm:** The company Blad & Vorm, established in the Netherlands, acting as the contractor that supplies interior landscaping, maintenance services, and related products and services.
- **3.2 Client:** Any natural person or legal entity that enters into an agreement, or intends to enter into an agreement, with Blad & Vorm. Where these General Terms and Conditions refer to the Client, this shall mean both commercial and private clients.
- **3.3 Agreement:** Any written, electronic, or oral agreement between Blad & Vorm and the Client regarding supply, installation, maintenance, hire, subscription services, or other services.

- **3.4 Subscription:** The agreement whereby Blad & Vorm provides interior landscaping for an agreed period and takes responsibility for periodic maintenance, care, monitoring, and – where necessary – replacement of plants.
- **3.5 Plants:** All living plants, trees, moss products, and other living materials that form part of the services.
- **3.6 Materials:** All pots, planters, decorative objects, hydroponic systems, substrate, watering systems, fixing materials, and other items supplied by Blad & Vorm.
- **3.7 Maintenance:** All activities necessary to preserve the quality, health, and prestigious appearance of the interior landscaping, including but not limited to:
 - watering;
 - administering nutrients;
 - pruning;
 - cleaning;
 - checking for pests and diseases;
 - replacing plants where necessary;
 - checking pots and systems;
 - other care activities.
- **3.8 Preventative Replacement:** The replacement of plants or components before total failure occurs, when Blad & Vorm, in its professional judgement, deems this necessary to preserve the prestigious appearance, health, or quality of the project.
- **3.9 Project Location:** The location or locations where the agreement is executed.
- **3.10 Working Days:** Monday to Friday inclusive, excluding public holidays universally recognised in the Netherlands.

4. Applicability

- **4.1** These General Terms and Conditions apply to all quotations, offers, agreements, deliveries, and services of Blad & Vorm, unless otherwise agreed in writing.
- **4.2** Deviations from these General Terms and Conditions shall only be valid if they have been expressly agreed in writing by both parties.
- **4.3** Any general terms and conditions of the Client are explicitly rejected, unless Blad & Vorm has accepted them in writing in advance.
- **4.4** If one or more provisions of these General Terms and Conditions are or become entirely or partially void or voided, the remaining provisions shall remain in full force and effect. In such case, the parties shall consult in good faith to establish a replacement provision that aligns as closely as possible with the purpose and intent of the original provision.

- **4.5** The failure or delay by Blad & Vorm in exercising any right shall not constitute a waiver of that right, nor shall it restrict the possibility of exercising that right at a later date.

5. Quotations and Formation of the Agreement

- **5.1** All quotations issued by Blad & Vorm are subject to contract and non-binding, unless explicitly stated otherwise.
- **5.2** A quotation is based on the information provided by the Client. If this information subsequently proves to be incorrect or incomplete, Blad & Vorm is entitled to adjust the quotation or agreement accordingly.
- **5.3** An agreement is formed as soon as:
 - the quotation is accepted in writing or electronically;
 - the Client has issued an order in writing or electronically;
 - or Blad & Vorm, with the consent of the Client, has actively commenced the performance of the works.
- **5.4** Obvious clerical, calculation, printing, or typing errors in quotations, price lists, or other documents shall not be binding upon Blad & Vorm.
- **5.5** Images, impressions, mood boards, examples, and designs are for illustrative purposes only. Minor variations in colour, shape, dimensions, or the natural characteristics of plants shall not constitute a breach of performance under the agreement.

6. Provision of Services

- **6.1 General:** Blad & Vorm delivers comprehensive interior landscaping solutions which may consist of design, advice, supply, installation, maintenance, replacement, and other related services. The scope of the services shall be specified in the agreement or quotation.
- **6.2 Execution:** Blad & Vorm shall execute its works diligently, professionally, and to the best of its knowledge, insight, and craftsmanship. In doing so, Blad & Vorm aims to achieve a prestigious, healthy, and sustainable design for every project location.
- **6.3 Bespoke Solutions:** Every project location is unique. The selected plants, pots, materials, and maintenance frequency are tailored to, among other factors:
 - the function of the room;
 - the lighting conditions;
 - the temperature;
 - the air humidity;
 - the intensity of use;
 - aesthetic requirements;
 - practical possibilities.

- **6.4 Advice:** Advice from Blad & Vorm is based on the information available at that moment and the professional knowledge and experience of its employees. The ultimate result remains partly dependent on circumstances beyond the sphere of influence of Blad & Vorm.

7. Quality and Sustainability

- **7.1** Blad & Vorm strives for sustainable interior landscaping solutions where quality, presentation, functionality, and lifespan are central.
- **7.2** Wherever reasonably possible, Blad & Vorm selects sustainable materials, high-quality plants, and responsibly produced items, without compromising on quality or appearance.
- **7.3** Living plants are natural products. Despite meticulous care, natural variations may arise in, amongst other things:
 - growth;
 - leaf colour;
 - blossoming;
 - leaf loss;
 - seasonal influences;
 - lifespan;
 - natural shape development.

These natural characteristics shall not constitute a breach of performance under the agreement.
- **7.4** Blad & Vorm shall use reasonable endeavours to preserve the agreed quality and prestigious appearance of the plants for the term of the agreement. This obligation constitutes an obligation of means (*ispanningsverplichting*) and not an obligation of result (*resultaatsverplichting*).

8. Supply and Installation

- **8.1** Delivery shall take place at the agreed project location and on the agreed date, unless the parties have agreed otherwise in writing.
- **8.2** Stated delivery times are indicative. Exceeding a delivery time does not automatically entitle the Client to terminate the agreement, claim damages, or suspend payment obligations, unless there is intent or willful recklessness on the part of Blad & Vorm, mandatory law dictates otherwise, or Blad & Vorm has failed to remedy its performance within a reasonable period specified in a written notice of default. (*Geredigeerd voor Nederlands recht*)
- **8.3** The Client shall ensure that the project location is easily accessible, safe, and suitable for the execution of the works at the agreed time.
- **8.4** If works cannot be executed because the project location is inaccessible, not ready, or otherwise unsuitable for execution, Blad & Vorm is entitled to charge the reasonable extra costs incurred to the Client.

- **8.5** Upon completion of the installation works, the project shall be deemed delivered and accepted, unless the parties have agreed otherwise in writing or the Client indicates a demonstrable defect with substantiation within a reasonable period.

9. Maintenance

- **9.1** Where maintenance forms part of the agreement, Blad & Vorm shall provide periodic maintenance in accordance with the agreed maintenance frequency.
- **9.2** Maintenance works may include, amongst other things:
 - watering;
 - administering nutrients;
 - pruning;
 - cleaning;
 - removing dead foliage;
 - checking for pests and diseases;
 - checking watering systems;
 - checking pots;
 - preventative care;
 - replacing plants where necessary;
 - other works that contribute to a healthy and prestigious appearance.
- **9.3** Maintenance visits shall be scheduled by Blad & Vorm. Account shall be taken of factors including:
 - holidays;
 - public holidays;
 - illness;
 - emergencies;
 - seasonal influences;
 - logistical planning.

If necessary, a maintenance visit may be brought forward or rescheduled. This shall not constitute a breach of performance under the agreement.
- **9.4** Blad & Vorm shall determine, on the basis of its professional expertise, which maintenance works are necessary to preserve the quality of the plants during the term of the agreement.

10. Service Level Agreement (SLA)

- **10.1** Blad & Vorm aims to keep every project location prestigious, healthy, and well-maintained throughout the entire agreement. The services are therefore primarily focused on preventative maintenance and quality preservation.

- **10.2** During each maintenance visit, Blad & Vorm shall assess whether additional works are necessary to preserve the agreed quality.
- **10.3** If Blad & Vorm establishes that plants, materials, or components no longer maintain the desired quality or prestigious appearance, it is entitled to maintain, repair, or replace them – provided this forms part of the agreement.
- **10.4** If changed circumstances warrant doing so, the parties may adjust the maintenance frequency by mutual agreement.
- **10.5** Urgent situations that jeopardise the safety of persons, property, or the health of the plants shall be assessed by Blad & Vorm as soon as possible and, where reasonably practicable, resolved.

11. Advice and Shared Care

- **11.1** Achieving a prestigious and sustainable end result is a shared responsibility of Blad & Vorm and the Client.
- **11.2** Blad & Vorm shall advise the Client on the optimal use of the plants and the environmental conditions in which they are placed.
- **11.3** The Client shall follow reasonable advice from Blad & Vorm if it is necessary for preserving the quality, health, or safety of the plants.
- **11.4** If the Client deliberately deviates from written advice provided by Blad & Vorm and damage or loss of quality occurs as a result, Blad & Vorm shall not be liable for such damage, insofar as it is the consequence of that deviation.

12. Ownership of Plants and Materials

- **12.1** Unless agreed otherwise in writing, all plants, pots, planters, hydroponic systems, decorative objects, watering systems, and other materials supplied by Blad & Vorm shall remain the exclusive property of Blad & Vorm throughout the term of the agreement.
- **12.2** The Client only acquires the right to use the supplied items during the term of the agreement in accordance with the arrangements made.
- **12.3** The Client is strictly prohibited, without the prior written consent of Blad & Vorm, from performing the following acts regarding the supplied items:
 - selling them;
 - pledging them;
 - hiring them out;
 - granting their use to third parties;
 - relocating them to another location;
 - altering them substantially;
 - removing them;
 - damaging them.

- **12.4** If third parties assert claims over properties belonging to Blad & Vorm, the Client shall notify Blad & Vorm thereof in writing as soon as possible and extend all reasonable cooperation to protect Blad & Vorm's property rights.

13. Project Records

- **13.1** Blad & Vorm is entitled to keep project records for the purpose of a diligent execution of the agreement.
- **13.2** These records may include, amongst other things:
 - project data;
 - location data;
 - maintenance reports;
 - photographs of the plants;
 - replacement records;
 - maintenance history;
 - technical details.
- **13.3** These data shall be processed solely for the execution of the agreement, quality control, internal documentation, and service improvement, unless a statutory obligation dictates otherwise.

14. Replacement Policy

- **14.1** Living plants are natural products. Despite meticulous care, replacement may become necessary due to natural aging, growth, diseases, pests, environmental factors, or other circumstances over which Blad & Vorm cannot reasonably exercise influence.
- **14.2** Blad & Vorm shall evaluate, on the basis of its professional expertise, whether replacement is necessary.
- **14.3** Replacement may take place if a plant, amongst other reasons:
 - lacks sufficient vitality;
 - has a permanently diminished decorative value;
 - is severely damaged;
 - poses a risk to surrounding plants;
 - no longer fits within the desired prestigious appearance of the project.
- **14.4** Blad & Vorm is entitled to replace plants preventatively if, in its professional judgement, this is necessary to preserve the quality, health, safety, or prestigious appearance of the project. Preventative replacement may also occur when a plant is still technically viable.
- **14.5** Insofar as replacement forms part of the agreed services, no additional costs shall be incurred by the Client for such replacement, unless the cause of the replacement is for the account of the Client under the agreement or by law.

- **14.6** Damage caused by, amongst other things, improper use, vandalism, intentional damage, negligence, incompetent handling, an unsuitable indoor climate, or other circumstances outside the sphere of influence of Blad & Vorm is expressly excluded from the replacement policy.

15. Obligations of the Client

- **15.1** The Client shall enable Blad & Vorm to execute the agreed works safely, meticulously, punctually, and efficiently.
- **15.2** The Client shall ensure that the project location is easily accessible, safe, and suitable for the execution of the agreement during the works.
- **15.3** If works cannot be executed in whole or in part because the Client fails to fulfil its obligations, Blad & Vorm is entitled to charge the reasonable extra costs incurred to the Client.
- **15.4** The Client shall inform Blad & Vorm in a timely manner of all circumstances that may influence the execution of the agreement, including in any event:
 - renovations;
 - relocations;
 - modifications to climate control systems;
 - prolonged closures;
 - leaks;
 - emergencies;
 - other relevant changes.

16. Duty of Care and Proper Use

- **16.1** The Client shall treat the plants and materials installed by Blad & Vorm with due care.
- **16.2** The Client is strictly prohibited, without the prior written consent of Blad & Vorm, from:
 - routinely moving plants;
 - swapping pots or planters;
 - repotting plants;
 - administering fertilisers;
 - applying chemical or biological pest control agents;
 - performing independent maintenance that could affect the quality of the service or the health of the plants.
- **16.3** If the Client or third parties engaged by it make modifications that cause damage to plants, materials, or the design, the reasonable repair costs shall be borne entirely by the Client.

17. Load-Bearing Capacity of Floors and Structures

- **17.1** Blad & Vorm advises the Client to take into account the weight of plants, pots, planters, and other materials in advance.
- **17.2** If any doubt exists regarding the load-bearing capacity of a floor, suspended floor, balcony, roof terrace, or other structural feature, the Client must obtain confirmation before installation that it is suitable for the intended load.
- **17.3** Blad & Vorm is entitled to rely on the accuracy of this confirmation, unless it is manifest to Blad & Vorm that it is incorrect or incomplete.
- **17.4** Blad & Vorm shall not be liable for any damage arising from a floor, structure, or architectural element having insufficient load-bearing capacity, unless there is intent or willful recklessness on the part of Blad & Vorm.

18. Care of the Project Location

- **18.1** The Client shall provide an environment in which the plants can be maintained in a normal manner.
- **18.2** If plants are located in locked rooms or difficult-to-access areas, the Client shall ensure that Blad & Vorm is granted timely access.
- **18.3** The Client shall prevent, as far as reasonably practicable, conditions that unnecessarily negatively affect the quality of the plants, including prolonged extreme temperatures, structural draughts, persistent dehydration, or other avoidable circumstances.

19. Additional Work (*Meerwerk*)

- **19.1** Works that do not fall under the original agreement shall be considered additional work.
- **19.2** Additional work may consist of, amongst other things:
 - expansion of the landscaping;
 - extra maintenance visits;
 - emergency works;
 - repair of damage;
 - relocations;
 - supplementary deliveries;
 - modifications at the request of the Client.
- **19.3** Blad & Vorm shall, as far as reasonably practicable, inform the Client in advance of the financial consequences of the additional work.
- **19.4** If urgent works are necessary to prevent further damage, unsafe situations, or severe loss of quality, Blad & Vorm is entitled to execute these works immediately. The costs involved, insofar as they do not fall under the agreement, shall be charged to the Client on an itemised basis after the event.

20. Minor Aesthetic and Technical Adjustments

- **20.1** Blad & Vorm is entitled to carry out minor aesthetic or technical adjustments during maintenance works that contribute to the quality, safety, health, or prestigious appearance of the plants.
- **20.2** Such works may include, amongst other things:
 - slightly turning or moving planters;
 - replacing support canes or binding materials;
 - repairing decorative finishes;
 - correcting the posture or position of plants;
 - replacing minor parts that fall under regular maintenance.
- **20.3** These works shall only be executed if they do not constitute a material alteration of the agreed design and do not entail any additional costs for the Client.

21. Prices and Payment

- **21.1** All prices stated by Blad & Vorm are exclusive of Value Added Tax (VAT), unless explicitly stated otherwise or required by law. For private consumers, prices shall be stated inclusive of VAT where legally mandatory.
- **21.2** Blad & Vorm is entitled to adjust the agreed rates once per calendar year based on cost developments within its business operations.
- **21.3** As a starting point for an annual price adjustment, the most recent Consumer Price Index (CPI, all households) published by the Central Bureau of Statistics (CBS) shall be used. If this index is no longer available, a comparable objective price index shall be applied.
- **21.4** In the event of exceptional and demonstrable cost increases that are not or insufficiently reflected by the CPI, including increases in wages, transport, energy, insurance, material, or purchasing costs, Blad & Vorm is entitled to implement an additional reasonable price adjustment. Such a price adjustment shall be communicated to the Client in writing with justification in advance.
- **21.5** A price adjustment does not entitle the Client to terminate the agreement early free of charge, unless mandatory law dictates otherwise. However, if a price increase in respect of a Consumer occurs within three (3) months from the formation of the agreement, the Consumer shall be entitled to terminate (*ontbinden*) the agreement. (*Geredigeerd voor Nederlands recht*)
- **21.6** Unless agreed otherwise in writing, the payment term shall be fourteen (14) days from the invoice date.
- **21.7** Invoices may be sent in advance, periodically, or after the event, depending on the nature of the agreement.
- **21.8** An objection to an invoice does not suspend the payment obligation, unless Blad & Vorm confirms otherwise in writing or mandatory law dictates otherwise.

22. Late Payment and Default

- **22.1** If payment is not made on time, Blad & Vorm shall in principle first remind the Client in writing of its payment obligation and offer a reasonable period to remedy the default.
- **22.2** Blad & Vorm values sustainable cooperation. If the Client experiences temporary payment difficulties, the parties shall – insofar as reasonable – first consult with each other to investigate whether a suitable payment arrangement is possible.
- **22.3** If payment is not forthcoming despite a reminder or arrangements made, a commercial Client shall be immediately in default. In the case of a Consumer, they shall only be in default after a written demand has been sent granting a further payment term of fourteen (14) days, commencing on the day following receipt of the demand, and payment fails to occur within this period. (*Geredigeerd voor Nederlands recht*)
- **22.4** From the moment of default, the Client shall owe statutory interest:
 - For a commercial Client, statutory commercial interest (*wettelijke handelsrente*) shall be claimed, and extrajudicial collection costs amounting to a minimum of 15% of the principal sum (subject to a minimum of €40) shall be charged.
 - For a Consumer, statutory consumer interest (*wettelijke consumentenrente*) shall be claimed, and extrajudicial collection costs shall be calculated and charged in accordance with the statutory scale set out in the 'Decree on compensation for extrajudicial collection costs' (BLK).
- **22.5** If the Client remains in default despite a demand, Blad & Vorm is entitled to suspend its works in whole or in part, provided that the Client has been notified thereof in writing in advance.
- **22.6** A suspension of works shall leave the payment obligations of the Client unaffected.

23. Term of the Agreement

- **23.1** Unless agreed otherwise in writing, a maintenance agreement is entered into for an initial term of twelve (12) months.
- **23.2** After the initial term, the agreement with a commercial Client shall be tacitly renewed for successive periods of twelve (12) months each, unless terminated in a timely manner in accordance with Article 24. An agreement with a Consumer shall, after the initial term, be tacitly converted into an open-ended agreement.
- **23.3** The agreed term is based on the nature of interior landscaping and the importance of continuity in maintenance, quality, and prestigious appearance.

24. Termination (*Opzegging*)

- **24.1** After the initial contract period, the agreement may be terminated by a commercial Client in writing subject to a notice period of three (3) months. For a Consumer, a notice period of one (1) month applies after the initial contract period.
- **24.2** If notice is not given in a timely manner, the agreement shall be automatically extended in accordance with Article 23.

- **24.3** During the notice period, both parties shall continue to fully fulfil their obligations under the agreement.
- **24.4** Blad & Vorm shall continue to execute the agreed services during the notice period, unless the parties agree otherwise in writing.

25. Concluding the Agreement and Final Inspection

- **25.1** Upon termination of the agreement, the parties may jointly carry out a final inspection.
- **25.2** A handover report may be drawn up from this final inspection, recording, amongst other things:
 - the condition of the supplied plants and materials;
 - any damage;
 - missing materials;
 - arrangements made regarding further settlement.
- **25.3** If the Client, after having been reasonably given the opportunity to do so, does not participate in a joint final inspection, Blad & Vorm is entitled to record the state of the supplied items independently.
- **25.4** Following termination of the agreement, the Client shall make the properties of Blad & Vorm available within a reasonable period for dismantling, removal, or collection.
- **25.5** The Client shall extend all reasonable cooperation necessary for repossessing the properties of Blad & Vorm.

26. Buyout of Plants and Materials

- **26.1** Following termination of the agreement, the parties may consult on a potential buyout of the plants, pots, and other materials made available by Blad & Vorm.
- **26.2** Blad & Vorm is under no obligation to sell its properties.
- **26.3** If the parties reach agreement on a buyout, this shall be recorded in writing.

27. Relocation, Assignment, and Termination under Special Circumstances

- **27.1** If the Client relocates to another location, the parties shall consult on the possibilities of continuing the agreement at the new location.
- **27.2** Relocation of plants, materials, and other provisions may be considered additional work.
- **27.3** The agreement may only be assigned to a third party with the prior written consent of Blad & Vorm.
- **27.4** Blad & Vorm is entitled to suspend the performance of the agreement in whole or in part or to terminate the agreement in whole or in part if the Client:
 - is declared bankrupt/insolvent;
 - applies for or is granted a moratorium on payments;

- is admitted to a statutory debt restructuring scheme;
 - terminates or liquidates its business;
 - or if it must otherwise reasonably be assumed that they can no longer fulfil their obligations.
- **27.5** A termination as referred to in the previous paragraph shall leave already existing payment obligations unaffected.
 - **27.6** If properties of Blad & Vorm are still located at the project location, the Client, or its trustee, administrator, or other authorised representative, shall extend all reasonable cooperation for the return thereof, insofar as the law permits.

28. Damage and Insurance

- **28.1** Blad & Vorm executes its works with the greatest possible diligence and takes reasonable measures to prevent damage to persons, property, and the project location.
- **28.2** Blad & Vorm maintains appropriate public liability insurance during its business activities that aligns with the nature and scope of its works.
- **28.3** The Client shall ensure customary insurance coverage for the building, inventory, and other properties located at the project location.
- **28.4** If a damaging event occurs during the performance of the agreement, the parties shall inform each other as soon as possible and strive for an appropriate solution in good consultation.
- **28.5** Damage must be reported to Blad & Vorm in writing as soon as possible after discovery so that the cause can be investigated and appropriate measures taken. Specifically, the following applies:
 - For a commercial Client, the report must be made within seven (7) working days after discovery at the latest. In the absence of a timely report, any right to compensation for the commercial Client shall lapse.
 - For a Consumer, the report must be made within a reasonable time after discovery, whereby a report within two (2) months is timely. (*Risicovolle omkeerclausule geschrapd voor Nederlands recht*)

29. Limitation of Liability

- **29.1** Blad & Vorm is solely liable for direct damage that is the direct consequence of an attributable breach in the performance of the agreement or a tortious act.
- **29.2** Direct damage shall exclusively mean:
 - reasonable costs to determine the cause and scope of the damage;
 - reasonable costs to prevent or mitigate further damage;
 - reasonable costs for the repair of the direct damage;
 - material damage to property directly caused by the works of Blad & Vorm.

- **29.3** Blad & Vorm shall not be liable for indirect damage, which shall in any event include:
 - consequential damage;
 - loss of turnover;
 - loss of profit;
 - business interruption;
 - loss of production;
 - reputational damage;
 - missed savings;
 - non-material damage, unless the damage is the result of intent or willful recklessness on the part of Blad & Vorm or its management staff.
- **29.4** Blad & Vorm is likewise not liable for damage arising as a result of circumstances beyond its reasonable influence, including but not limited to:
 - incorrect or incomplete information provided by the Client;
 - unsuitable structural or building conditions;
 - insufficient load-bearing capacity of floors or structures;
 - failures in climate, ventilation, or heating installations;
 - leaks;
 - flooding or water nuisance;
 - fire;
 - vandalism;
 - theft;
 - extreme temperatures;
 - prolonged power failure;
 - actions or omissions of third parties;
 - natural characteristics of living plants;
 - other circumstances outside the sphere of influence of Blad & Vorm.
- **29.5** Any liability of Blad & Vorm is limited to the amount actually paid out in the relevant case under the liability insurance policy concluded by Blad & Vorm, increased by the amount of any applicable excess (*eigen risico*).
- **29.6** If, for whatever reason, no payout occurs under the liability insurance, any liability of Blad & Vorm shall be capped at the amount paid by the Client to Blad & Vorm under

the relevant agreement during the six (6) months prior to the event causing the damage, unless mandatory law prescribes a broader liability.

- **29.7** The limitations of liability contained in this article shall not apply if the damage is the result of intent or willful recklessness of Blad & Vorm or its management staff, nor for liability that cannot be excluded or limited under mandatory law.

30. Force Majeure

- **30.1** Force majeure shall mean any circumstance beyond the reasonable control of Blad & Vorm which renders performance of the agreement temporarily or permanently impossible, or which cannot reasonably be required of Blad & Vorm.
- **30.2** Force majeure shall include, amongst other things:
 - extreme weather conditions;
 - natural disasters;
 - pandemics or epidemics;
 - war or threat of war;
 - terrorism;
 - government measures;
 - strikes;
 - transport barriers;
 - prolonged failure of suppliers;
 - disease outbreaks in plant material;
 - failures in energy, communication, or IT networks;
 - fire;
 - floods;
 - other unforeseen circumstances outside the sphere of influence of Blad & Vorm.
- **30.3** During a situation of force majeure, the obligations of Blad & Vorm shall be suspended for the duration of the force majeure event.
- **30.4** If the force majeure situation continues for more than sixty (60) days, the parties shall consult with each other to arrive at a reasonable solution. If continuation of the agreement is reasonably impossible, each party is entitled to terminate the agreement in whole or in part in writing, without being liable to pay compensation for damage.

31. Access to the Project Location

- **31.1** The Client shall ensure that Blad & Vorm has timely access to the project location at the agreed execution and maintenance times.
- **31.2** If works cannot be executed because access is lacking or refused, Blad & Vorm is entitled to charge the reasonable extra costs incurred to the Client.

- **31.3** If access is obtained by means of keys, entry passes, door codes, or alarm systems, Blad & Vorm shall handle these with due care and use them exclusively for the performance of the agreement.
- **31.4** Confidential access data shall only be shared with employees or persons engaged by Blad & Vorm insofar as this is strictly necessary for the performance of the agreement.

32. Maintenance Outside Regular Working Hours

- **32.1** If the parties agree that maintenance works are to take place outside regular working hours, practical arrangements shall be made in advance.
- **32.2** When works take place in the absence of the Client, the Client shall ensure that Blad & Vorm can gain access to the project location in a safe manner.
- **32.3** If access takes place by means of keys, door codes, or alarm systems, accompaniment by a representative designated by the Client is preferred. If this is reasonably impossible, the parties shall make appropriate arrangements in this regard.

33. Complaints

- **33.1** Blad & Vorm aims for a high quality of service. If the Client is dissatisfied with the execution of the agreement, they are requested to make this known as soon as possible.
- **33.2** Complaints must be reported in writing or via email within a reasonable period after discovery, so that Blad & Vorm has the opportunity to investigate the complaint thoroughly.
- **33.3** Blad & Vorm shall be granted a reasonable term to remedy a justified complaint or to offer another appropriate solution.
- **33.4** Submission of a complaint does not suspend the payment obligations of the Client, unless mandatory law dictates otherwise or the parties agree otherwise in writing.

34. Confidentiality

- **34.1** The parties shall treat all confidential information obtained from each other in the context of the agreement with due care and shall not disclose it to third parties without prior consent, unless a statutory obligation to disclose exists.
- **34.2** This obligation shall remain in force even after termination of the agreement.

35. Intellectual Property

- **35.1** All designs, drawings, planting plans, quotations, concepts, visualisations, photographs, texts, calculations, advice, and other documents produced by Blad & Vorm shall remain the exclusive property of Blad & Vorm, unless agreed otherwise in writing.
- **35.2** These documents may not be copied, disclosed to the public, modified, or used for other projects than those for which they were provided without the prior written consent of Blad & Vorm.

36. Project Photographs

- **36.1** Blad & Vorm is entitled to take photographs of completed projects for the purpose of quality control, project records, internal documentation, and service improvement.

- **36.2** Before project photographs are used for marketing, portfolio, website, social media, or other promotional purposes, Blad & Vorm shall carefully assess whether confidential business information, personal data, or other privacy-sensitive data are visible thereon.
- **36.3** If such information is visible, Blad & Vorm shall remove, shield, anonymise it in advance, or refrain from publication, unless the Client has expressly granted written permission for this or publication is permitted by law.
- **36.4** If the Client indicates in writing in advance that they do not wish project photographs to be published, Blad & Vorm shall respect this. This restriction shall not apply to photographs used exclusively for internal quality control, project recording, or evidentiary purposes.
- **36.5** In making, storing, and using project photographs, Blad & Vorm shall always act in accordance with the applicable privacy legislation, including the General Data Protection Regulation (GDPR).

37. Final Provisions

- **37.1** All agreements between Blad & Vorm and the Client shall be governed exclusively by the laws of the Netherlands.
- **37.2** The parties shall make reasonable endeavours to resolve any disputes in the first instance through mutual consultation.
- **37.3** If the parties cannot reach a solution, the dispute shall be submitted to the competent judge of the court in the district where Blad & Vorm is established, unless mandatory law dictates otherwise.

38. Our Quality Promise

We see every collaboration as the beginning of a long-term relationship. Therefore, we invest not only in healthy and prestigious interior landscaping, but also in reliability, craftsmanship, clear communication, and personal service.

Our ambition is that every space in which Blad & Vorm operates retains a well-maintained, prestigious, and professional appearance throughout the entire term of the agreement.

Should a situation arise which these General Terms and Conditions or the agreement do not explicitly foresee, the parties shall use reasonable endeavours to come to a reasonable, appropriate, and sustainable solution in good consultation, with mutual respect for each other's legitimate interests.

39. Good Clientship and Good Contractorship

- **39.1** The Client and Blad & Vorm shall conduct themselves towards one another throughout the term of the agreement as diligent, reasonable, and professionally acting contracting parties.
- **39.2** The parties shall make reasonable endeavours to discuss questions, ambiguities, and unexpected circumstances with each other in a timely manner, so that problems can be prevented as much as possible or resolved in mutual consultation.

- **39.3** If circumstances arise which these General Terms and Conditions or the agreement do not foresee, the parties shall, taking into account the nature, content, and intent of the agreement, jointly strive for a reasonable and appropriate solution.
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