

General Terms and Conditions – *House of Karolina*

Company details: *House of Karolina*

Chamber of Commerce registration number: 42004984

Location: Amstelveen, The Netherlands

Address: Kottter 84, 1186WL

E-mail: howell.karolina11@gmail.com

Website: www.houseofkarolina.com

Article 1 – Definitions

House of Karolina: Trade name of Karolina Howell, a sole proprietorship established in Amstelveen, registered with the Chamber of Commerce.

Client: the natural person or legal entity entering into an agreement with *House of Karolina* regarding interior or sales styling.

Consumer: Customer acting as a private individual.

Agreement: the agreement between the parties regarding service provision.

Article 2 – Applicability

2.1 These General Terms and Conditions apply to all agreements concluded by the Client with *House of Karolina* (including additional or follow-up assignments). The applicability of any purchasing or other terms and conditions of the Client is expressly rejected.

2.2 Any deviations from these general terms and conditions apply only if expressly agreed in writing. These general terms and conditions prevail over other documents, unless expressly agreed otherwise.

2.3 The Customer's General Terms and Conditions are expressly excluded.

Article 3 – Services

3.1 *House of Karolina* provides home staging, interior styling, and related services.

3.2 All agreements concern an obligation of best effort, not an obligation of result.

Article 4 – Quotations

4.1 Quotations are non-binding, valid for 30 days, and based on the information provided by the Customer.

4.2 The Agreement is concluded at the moment of acceptance of the quotation by the Customer. Until that time, any quotation may be revoked or limited by *House of Karolina*.

4.3 Timelines are always indicative, unless specific agreements have been made.

Article 5 – Prices

5.1 *House of Karolina* charges prices in euros, including VAT and excluding any other costs such as travel, administration, or shipping costs, unless otherwise agreed in writing.

5.2 *House of Karolina* reserves the right to change the prices of its services and products on its website and in other communications at any time.

5.3 We can work with a fixed price, hourly rate, or target price.

5.4 The rates for ***House of Karolina***'s services are stated in the quotation, on the website houseofkarolina.com, and/or in the agreement.

Article 6 – Payment

6.1 Payment must be made within seven (7) days of the invoice date.

6.2 *House of Karolina* may require a down payment of up to 50% of the agreed amount upon entering into the agreement.

6.3 In the event that the payment term is exceeded, the Customer shall be in default by operation of law, without any further notice of default being required, and ***House of Karolina*** shall be entitled to reimbursement of its collection costs and statutory interest.

Article 7 – Right of withdrawal (consumers)

7.1 A consumer may cancel an online purchase within 14 days of purchase without giving a reason.

7.2 This does not apply if the service is fully performed within this period with consent.

7.3 The consumer can exercise their cooling-off period by sending an email with that subject to howell.karolina11@gmail.com.

Article 8 – Execution of the agreement

8.1 *House of Karolina* Sales Styling will endeavor to the best of its ability to properly perform the sales styling services.

8.2 The Client is responsible for the timely provision of necessary information and access to the spaces to be styled, and for further timely and full cooperation as requested from time to time by ***House of Karolina***.

8.3 *House of Karolina* is not liable for delays caused by circumstances beyond its control (e.g., force majeure).

8.4 The Client shall ensure that the relevant location where the appointment for restyling has been made is accessible, clean, and tidy. Any work related to preparing the space shall be at the Client's expense and risk (and will be invoiced separately).

8.5 *House of Karolina* may have the agreed services performed in whole or in part by others.

Article 9 – Provision of information

9.1 The Client shall make all information, data, and documents relevant to the proper execution of the agreement available to **House of Karolina** in a timely manner and in the desired form and manner.

9.2 The Client guarantees the accuracy and completeness of the information, data, and documents provided, even if originating from third parties, insofar as the nature of the agreement does not imply otherwise.

9.3 When and to the extent requested by the Client, **House of Karolina** shall return the relevant documents.

9.4 If the Client fails to make the information, data, or documents reasonably requested by **House of Karolina** available, or fails to do so in a timely or proper manner, and the execution of the agreement is delayed as a result, the resulting additional costs and extra hours shall be borne by the Client.

Article 10 – Withdrawal and cancellation

10.1 The Client may cancel the order. Following cancellation of a confirmed order by the Client, costs will be charged by **House of Karolina**. The cancellation costs are equal to the costs already incurred, reserved time, plus the lost profit.

10.2 **House of Karolina** is entitled at all times to reimbursement of costs already invoiced by third parties.

Article 11 – Specifically for home staging (furniture & accessories)

11.1 In the event of renting furniture and/or accessories from **House of Karolina** in Amstelveen, the Client is responsible for their proper use and for preventing, as far as possible, damage to and/or theft of said furniture and/or accessories. The duration of the rental of furniture and/or accessories is stipulated in the assignment agreement.

11.2 The utilities, namely gas, water, and electricity, shall be present in the home by and at the expense of the Client and may be used by **House of Karolina** in Amstelveen.

11.3 In the event that the furniture and accessories are damaged or stolen due to the negligence of the Client, the resulting damage shall be at the expense of the Client.

Article 12 – Liability

12.1 **House of Karolina** is only liable for damage suffered by the Customer when such damage is caused by intent or willful recklessness.

12.2 If **House of Karolina** is liable for damages, this applies only to direct damages related to the performance of an underlying agreement.

12.3 **House of Karolina** is not liable for damage arising from inaccuracies or incompleteness in data provided by the Customer.

12.4 *House of Karolina* is liable only for direct damage, up to a maximum of the invoice amount of the relevant assignment.

12.5 *House of Karolina* is not liable for indirect damages, such as loss of profit, lost savings, or business interruption.

Article 13 – Force Majeure

13.1 In the event of force majeure, obligations are suspended. Force majeure is understood to mean circumstances beyond the control of ***House of Karolina***, such as illness, pandemics, or external disruptions.

13.2 From the moment a force majeure situation has lasted for at least 30 calendar days, both the Customer and ***House of Karolina*** may cancel the agreement in whole or in part in writing.

13.3 *House of Karolina* is not required to pay compensation to the Customer in a force majeure situation, even if ***House of Karolina*** benefits from it.

Article 14 – Complaints

14.1 Complaints must be reported in writing within 30 days of delivery.

14.2 If a complaint is found to be justified, ***House of Karolina*** will, at its own discretion, rectify the work or adjust the invoice amount.

Article 15 - Use of information and materials

15.1 Information, designs, and materials provided by ***House of Karolina*** may be used exclusively by the client for the agreed purpose.

15.2 It is not permitted to reproduce, publish, or sell this information, designs, and materials without prior written permission.

15.3 By using our services, you agree that we may take and use visual material (photos and videos) relating to the styling of the home. This visual material may be used for various purposes, including marketing and promotion directed at ***House of Karolina***.

Article 16 – Confidentiality

16.1 Both parties treat confidential information with strict confidentiality.

Article 17 – Penalty Clause

17.1 In the event of infringement of intellectual property or confidentiality:

- €1,000 (consumer)
- €5,000 (business) plus 5% per day that the violation continues.

Article 18 – Amendment of the agreement

18.1 Changes are implemented in consultation.

18.2 Additional work may entail extra costs.

Article 19 – Amendment of general terms and conditions

19.1 *House of Karolina* may amend these general terms and conditions.

19.2 *House of Karolina* may always implement changes of minor importance.

19.3 *House of Karolina* will discuss significant changes with the Client in advance as much as possible.

19.4 A consumer may terminate the underlying agreement in the event of a substantial change to the general terms and conditions.

Article 20 – Applicable law

20.1 These general terms and conditions are governed by Dutch law.

20.2 The court in the district of the registered office of *House of Karolina* has exclusive jurisdiction to hear any disputes between the Customer and *House of Karolina*, unless the law provides otherwise.