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Language: These Terms are a translation of the Dutch Algemene Voorwaarden. In the event of any conflict or ambiguity, the Dutch version prevails.

1. Definitions

In these Terms:

Munire: Munire BV.

Client: the natural person acting in the course of a profession or business, or the legal entity, that enters or intends to enter into an Agreement with Munire.

Agreement: any arrangement between Munire and the Client concerning works, deliveries or services.

Works: the agreed interior package and/or related activities, including fit-out, bespoke elements, coordination of specialists and completion, as described in the quotation, order confirmation or Delivery proposal.

Project framework: the document or set of assumptions recording scope, design intent, planning, technical baselines and interfaces.

Delivery proposal: the document or set of documents prepared by Munire in which the performance of the Works is further detailed, such as shop drawings, detailing, materials, schedule and working method, which forms part of the Agreement once approved In writing by the Client.

In writing: by letter or email, or via another agreed digital channel that allows messages to be stored durably.

These Terms apply only to agreements with business clients. Consumer contracts are excluded.

2. Applicability

- 2.1** These Terms apply to all offers, quotations, project frameworks, delivery proposals and Agreements of Munire, and to all resulting work.
- 2.2** Deviations apply only if confirmed by Munire In writing.
- 2.3** The Client's terms are expressly rejected, unless Munire has accepted them In writing and specifically.
- 2.4** If any provision is void or voidable, the remaining provisions remain in force. The parties will replace the provision with a valid one that most closely reflects the original intent.
- 2.5** In case of conflict between documents, the following order of precedence applies unless agreed otherwise In writing: (1) the signed Agreement / order confirmation; (2) the quotation accepted by the Client; (3) the Delivery proposal / Project framework; (4) these General Terms and Conditions; (5) other annexes. A later-dated document approved In writing prevails over an earlier document of the same rank.

3. Offers and formation

- 3.1** All quotations by Munire are non-binding unless an express acceptance period is stated. Quotations are based on data, drawings, specifications, design stages, materials and assumptions provided by the Client.
- 3.2** Obvious clerical or calculation errors do not bind Munire.
- 3.3** An Agreement is formed when the Client accepts the quotation or order confirmation In writing, or when Munire starts performance at the Client's request.
- 3.4** Munire may refuse or suspend an order for as long as required data, decisions or security are missing.

4. Role of Munire and third-party design

- 4.1** Munire delivers bespoke interiors (joinery, finishes and spatial detail, including coordination of relevant specialists to the extent included in the Agreement), under one lead. Munire is not an architecture practice and does not provide architectural design as its primary performance. Munire does not act as general contractor for the entire construction site or shell, unless expressly agreed otherwise In writing.

- 4.2 Design, design intent and responsibility for the architectural and/or interior design remain with the Client and/or its architect, designer or consultant, unless agreed otherwise In writing.
- 4.3 Munire may advise on makeability, interfaces, planning and construction technique (construction advice). This does not make Munire the designer and does not transfer design responsibility.
- 4.4 Munire will report ambiguities, contradictions or delivery risks in documents supplied by the Client as soon as reasonably possible. The Client decides In writing on the solution. Delay or variations caused by late or changed decisions are for the Client's account, unless attributable to Munire.
- 4.5 Permits, notifications and consents required for the Works are arranged by the Client, unless agreed otherwise In writing.

5. Performance and subcontractors

- 5.1 Munire performs the Works as a diligent contractor, in accordance with the Agreement and good professional practice.
- 5.2 Munire may have work (partly) performed by subcontractors, installers or specialists. Munire remains responsible to the Client for proper performance of the Agreement to the extent such work falls within Munire's scope.
- 5.3 The Client shall timely provide: site access, relevant third-party structural readiness, connection points, safe working conditions, decisions, and coordination with parties not under Munire (unless Munire has accepted that coordination In writing).
- 5.4 Work by third parties outside Munire's scope is not for Munire's account or risk, unless agreed In writing.

6. Planning

- 6.1 Stated periods are target periods unless a strict deadline has been expressly agreed.
- 6.2 The schedule depends on timely supply of data, material choices, approvals and free working conditions. Delay caused by the Client or third parties engaged by the Client extends the schedule accordingly.
- 6.3 Munire will inform the Client as soon as reasonably possible if overrun is imminent.
- 6.4 If a deposit has been agreed, Munire starts production, the ordering of materials and final scheduling only after receipt of that deposit and after the Client's written approval of the drawings, dimensions and material choices required for production. Delivery periods commence on the latest of these moments. If the deposit is not received within the payment term, Munire may adjust the schedule and, after notice of default, terminate the Agreement in accordance with clause 16.
- 6.5 If the Works cannot be delivered, installed or completed at the scheduled time due to a cause for the Client's account or risk, or if the Client requests postponement: (a) Munire stores, or arranges storage of, the items notified as ready, at the Client's expense and risk; (b) Munire may charge the costs of storage, insurance, additional transport, handling and rescheduling; (c) the instalments that would have become due on delivery or installation become due when Munire has notified In writing that the items are ready for delivery; and (d) risk in the stored items passes to the Client at that moment.
- 6.6 If the postponement exceeds 30 days, Munire may revise the price for the unperformed part. If the postponement exceeds 90 days, Munire may invoice the items notified as ready as if delivered and, after notice of default, terminate the Agreement for the unperformed part.

7. Variations

- 7.1 Changes in scope, specification, schedule, accessibility or baselines constitute variations (increase or decrease).
- 7.2 Additional work is performed after written instruction or, in case of urgency on site, after oral instruction confirmed In writing as soon as possible. If no price was agreed in advance, additional work is charged on a time-and-materials basis at Munire's and/or its specialists' usual rates, plus a reasonable coordination mark-up.
- 7.3 Reductions are credited only to the extent Munire demonstrably saves costs and the reduction was agreed in time.

8. Prices and payment

- 8.1 Prices are in euros, exclusive of VAT, unless stated otherwise.

- 8.2** The standard payment term is 14 days from the invoice date, without discount or set-off, unless agreed otherwise In writing.
- 8.3** For each assignment, a tightened, expanded or otherwise amended payment schedule may be agreed (for example a deposit, progress instalments, shorter or longer payment terms, or security). Once recorded In writing in the quotation, order confirmation or Agreement, that schedule prevails over the standard 14-day term.
- 8.4** If no specific payment schedule applies, Munire invoices in accordance with the quotation or monthly in proportion to progress, subject to clause 8.2.
- 8.5** On late payment, the Client is in default by operation of law. Munire may charge statutory commercial interest and reasonable collection costs.
- 8.6** Munire may suspend the Works if the Client is in default or if Munire has reasonable doubts as to the Client's ability to pay, after granting a short period to provide security.
- 8.7** If, after formation of the Agreement, cost increases occur that Munire could not reasonably foresee (materials, wages, levies) and that materially affect the Works, Munire may propose a reasonable price adjustment. If no agreement is reached, Munire may terminate the unperformed part without liability for that part, without prejudice to payment for Works already performed.
- 8.8** Without prejudice to clause 8.7, Munire may adjust the agreed price if, after the quotation date and before delivery, the cost price of the Works increases by more than 3% due to changes in exchange rates, purchase prices of materials and components, transport and energy costs, wages, taxes or levies. Munire will inform the Client thereof In writing, with substantiation, as soon as possible after the change becomes known. If the price increase exceeds 10% of the agreed price, the Client may terminate the Agreement for the unperformed part In writing within 14 days of the notification, without prejudice to its obligation to pay for Works already performed, materials already ordered and costs already incurred.

9. Completion

- 9.1** The Works are deemed completed when: (a) the Client accepts the Works; (b) Munire has notified In writing that the Works are ready and the Client does not, within 5 working days, report motivated defects preventing completion; or (c) the Client takes the Works into actual use.
- 9.2** Minor defects that do not prevent use do not prevent completion. They will be remedied within a reasonable time (snagging).
- 9.3** From completion, risk in the Works passes to the Client.
- 9.4** If Munire delivers items without installation, delivery is complete and risk in the items passes to the Client upon delivery at the agreed address or, in case of collection, when Munire has notified the Client that the items are ready. Unless agreed otherwise In writing, delivery takes place at ground level at a location accessible by truck; unloading, vertical transport and moving in are for the Client's account. The Client records visible transport damage on the delivery note.
- 9.5** Munire may deliver and complete in parts. Each partial delivery or partial completion may be invoiced separately in accordance with the agreed payment schedule and counts as a separate delivery or completion for the purposes of risk, complaint periods and warranty.
- 9.6** If the Client does not take delivery of the items at the agreed time, clause 6.5 applies accordingly.

10. Complaints and remedy

- 10.1** The Client inspects the Works upon (partial) delivery and (partial) completion. The Client reports visible defects In writing within 14 days of (partial) delivery or (partial) completion, preferably in the completion report. After that period, the Client's rights in respect of those defects lapse.
- 10.2** Defects that were not reasonably visible upon delivery or completion must be reported by the Client In writing within 14 days after the Client discovered or reasonably should have discovered the defect, with a clear description and photographs where possible. Failing this, the Client's rights in respect of that defect lapse.
- 10.3** Munire will remedy attributable defects in the Works it delivered within a reasonable time, or provide another reasonable solution (partial credit), unless remedy would be disproportionate.
- 10.4** No remedy obligation exists for defects caused by: incorrect or incomplete third-party design (except where Munire breached a demonstrable duty to warn), normal wear and tear, incorrect use or maintenance, materials prescribed by the Client where Munire timely warned of the risk, or work by third parties outside Munire.

11. Warranty

- 11.1** Munire warrants for 24 months from (partial) completion that the bespoke work it supplies and the installation performed by or on behalf of Munire are free from defects in materials, production and installation, unless agreed otherwise In writing.
- 11.2** Munire gives no warranty of its own on appliances, taps, lighting, hardware and other items that Munire sources from third parties and processes or supplies unaltered. Munire assigns the manufacturer's or supplier's warranty to the Client to the extent possible and will reasonably cooperate in invoking it. The scope and duration of such warranty are governed by the terms of the manufacturer or supplier.
- 11.3** The warranty does not cover defects resulting from: (a) normal wear and tear and ageing; (b) incorrect, improper or other than normal use, overloading or mechanical damage after completion; (c) insufficient or incorrect maintenance or cleaning, or maintenance not in accordance with the maintenance advice; (d) alterations, repairs, dismantling or relocation by the Client or third parties without Munire's prior written consent; (e) conditions outside a normal indoor climate, such as moisture, temperature fluctuations or direct sunlight; (f) the causes listed in clause 10.4. Differences in colour, texture and dimensions inherent to natural materials, within customary tolerances, are not defects.
- 11.4** The Client invokes the warranty In writing within 14 days of discovering the defect and no later than within the warranty period, with a clear description and photographs where possible. The Client gives Munire the opportunity to assess the defect on site. Munire will, at its option, repair or replace the defective part within a reasonable time, or provide a reasonable credit. Repair or replacement does not extend the warranty period.
- 11.5** If a reported defect proves not to be covered by the warranty, Munire may charge the reasonable costs of investigation, call-out and repair.
- 11.6** This warranty is without prejudice to clause 12.

12. Liability

- 12.1** Munire is liable only for direct loss resulting from an attributable failure to perform the Agreement or from a tort, to the extent liability is not mandatorily excluded by law.
- 12.2** Munire's liability is limited to the amount paid out under Munire's liability insurance in the relevant case, plus any excess. If for any reason no insurance payment is made, liability is limited to the invoice amounts paid by the Client for the relevant Agreement in the 12 months preceding the event (excl. VAT), with a maximum of € 50,000 per event and € 100,000 per calendar year, unless mandatory law provides otherwise.
- 12.3** Munire is not liable for: consequential loss, lost profit, lost revenue, third-party delay damages, third-party fines, reputational harm, or loss caused by the Client's failure to take decisions in time.
- 12.4** The limitations in this article do not apply in case of intent or wilful recklessness by Munire or its management.
- 12.5** Any claim against Munire lapses 12 months after the Client became aware or reasonably should have become aware of the loss, and in any event 24 months after completion, unless mandatory law requires a longer period.

13. Insurance

- 13.1** Munire maintains customary business liability insurance.
- 13.2** The Client maintains adequate insurance for the building, contents and CAR/erection all-risk cover as customary for the project, unless agreed otherwise In writing. The parties will exchange policy details on request.

14. Title and intellectual property

- 14.1** All items supplied by Munire remain Munire's property until the Client has paid everything it owes under the Agreement and related agreements, including additional work, interest, costs and claims for failure to perform such agreements.
- 14.2** Intellectual property rights in the design of the Client's architect, designer or consultant remain with those parties. Munire obtains only a right of use as needed to perform the Works.
- 14.3** Documents, schedules, delivery details and methods developed by Munire remain Munire's property. The Client may use them only for the relevant project.

- 14.4** As long as ownership has not passed, the Client shall store the items carefully, identifiably and separately from other goods as Munire's property, insure them against fire, theft and damage, and shall not pledge, encumber or transfer them to third parties, other than in the normal course of the project.
- 14.5** If the Client fails to meet its payment obligations, or there are reasonable grounds to fear that it will not do so, Munire may take back the items subject to retention of title. The Client hereby irrevocably grants Munire and third parties designated by it access to the places where the items are located for that purpose. The costs of repossession are for the Client's account.
- 14.6** To the extent items become the property of another through accession or commingling, the Client shall grant a right of pledge over the replacement items and claims at first request. The Client shall inform Munire immediately if third parties attach the items or claim rights to them.

15. Confidentiality

Each party shall keep the other party's confidential information secret and use it only to perform the Agreement, unless disclosure is legally required or the information was already public without breach of this duty. This obligation remains in force for two years after termination of the Agreement.

16. Suspension and termination

- 16.1** Munire may suspend or (partly) terminate the Agreement if the Client fails to perform and does not cure after notice with a reasonable period, or if continuation cannot reasonably be required of Munire.
- 16.2** Upon termination, the Client owes the price for Works already performed, materials ordered that cannot be cancelled without loss, and reasonable wind-down costs.
- 16.3** Munire may terminate with immediate effect if the Client applies for suspension of payments, is declared bankrupt, or ceases business, to the extent permitted by law.

17. Force majeure

- 17.1** Failures due to force majeure are not attributable. Force majeure includes, among other things: war, terrorism, pandemic, government measures, utility failures, fire, flood, strikes, supplier or transport failure, and other circumstances beyond Munire's reasonable control.
- 17.2** If force majeure lasts longer than 60 days, either party may terminate the unperformed part In writing without liability, with settlement of what has already been performed.

18. Privacy

Munire processes personal data as described in the privacy notice on www.munire.nl. The Client warrants it is entitled to provide personal data of data subjects to Munire as needed for the Agreement.

19. Governing law and forum

- 19.1** All legal relationships with Munire are governed by Dutch law. The UN Convention on Contracts for the International Sale of Goods is excluded.
- 19.2** Disputes shall be submitted to the competent court of the District Court of Rotterdam, without prejudice to Munire's right to sue the Client before the court of the Client's place of business.
- 19.3** For works in Belgium or Germany these Terms remain applicable unless mandatory local law otherwise provides. The parties record any project-specific deviations In writing.

20. Final provisions

- 20.1** Munire may amend these Terms. An Agreement is governed by the version in force at the time of the quotation or, failing that, at the time the Agreement was formed. An amended version applies to an ongoing Agreement only if the Client consents to it In writing. For new quotations and assignments, the amended version applies from its publication at www.munire.nl/algemene-voorwaarden.
- 20.2** These Terms are published at www.munire.nl/en/terms. The Dutch version is published at www.munire.nl/algemene-voorwaarden. In case of conflict, the Dutch text prevails.