

General and delivery conditions Atelier Perru B.V.

These apply to all our deliveries and are an inseparable part of the assignment

General

1. These terms and conditions apply to all offers and to all agreements with Atelier Perru B.V.
2. These terms and conditions can only be deviated from by means of a further written agreement.
3. In the terms and conditions, goods are understood to mean all goods, models, objects and services that are necessary for work carried out with regard to Atelier Perru B.V.
4. If Atelier Perru B.V. is bound by delivery conditions of third parties, the client of Atelier Perru B.V. is also obliged to do so.
5. Atelier Perru B.V. is entitled to outsource work to third parties without prior consultation with, or permission from the client.

Quotations/offers

1. All quotations are without obligation, unless expressly agreed otherwise.
2. If, in the event of a quotation with a composite quotation, the client only wishes to give an order for part of the offered work, a completely new quotation will be made for that assignment.
3. If, after a requested offer, the order is not awarded, the costs of the calculation may be charged.
4. By signing and/or giving an agreement on the order confirmation by e-mail, the client declares to agree with these terms and conditions and the agreement is concluded.
5. All quotations may be withdrawn at any time without giving reasons and without any liability arising from them.
6. (Further) agreements or agreements with employees of Atelier Perru B.V., who have no procuration, do not bind Atelier Perru B.V., insofar as not confirmed in writing by Atelier Perru B.V.
7. The fee stipulated by Atelier Perru B.V. or the stipulated cost price of rent or sale is exclusive of VAT and ex workshop, unless otherwise agreed in writing. Costs of transport and shipping are at the expense and risk of the client, unless expressly agreed otherwise.

Changes / additional work

1. The order only includes what is explicitly described in the order confirmation. Changes to the original assignment, of whatever nature, at the request of the client, that entail more work or costs than agreed will be charged extra as additional work. The Client must take into account that a change in the order may entail a different delivery time, as a result of which higher costs can be calculated.
2. In the event of total or partial withdrawal of the assignment after confirmation, other than after the consent of Atelier Perru B.V., the agreed fee/cost price remains due.

Copyright

1. If an assignment also includes reproduction of objects or portraits protected by intellectual property rights and/or other rights, the client guarantees that no unauthorized infringement of these rights is made and indemnifies Atelier Perru B.V. against claims from third parties in this regard.

2. The copyright on the goods manufactured by Atelier Perru B.V. rests with Atelier Perru B.V. unless otherwise agreed.

Payment

1. Payment must be made without invoking a right of withholding or compensation and unless otherwise agreed within twenty-one days of the invoice date.
2. In the event of late payment, Atelier Perru B.V. is immediately entitled to dissolve the agreement or to suspend the execution of its obligations without notice of default being required.
3. In the event of late payment, Atelier Perru B.V. is automatically in default and payable interest as compound interest without notice of default being required.
4. Atelier Perru B.V. reserves the right to demand payment in parts. In that case, the amounts and deadlines will be agreed in advance.
5. All costs, both judicial and extrajudicial, incurred with regard to the collection of the amount owed by the client and not paid on time, shall be borne by the client; they are fixed at a minimum of 10% of the amount concerned and will amount to at least € 95.

Ownership

1. All delivered goods remain the property of Atelier Perru B.V. as long as the client has not fulfilled all its obligations towards Atelier Perru B.V., including the payment of interest and penalties from this or similar agreements, even if the delivered goods have been delivered or processed by the client. Atelier Perru B.V. reserves the right to have the delivered goods removed from the client (or his customer).
2. All goods, moulds, models and designs made, delivered, shown by Atelier Perru B.V. in the context of the assignment remain his property. They may not be counterfeited or reconstructed or issued to third parties for that purpose.

Delivery

1. The delivery periods agreed with Atelier Perru B.V. are always approximate and can never be regarded as deadlines by the client, unless the contrary has been expressly agreed due to exceeding a term. The client can therefore never claim compensation from Atelier Perru B.V. in this respect.
2. Delivery times are given approximately by Atelier Perru B.V. The delivery time only starts when agreement has been obtained on all technical details and all information necessary for Atelier Perru B.V. has been received. Atelier Perru B.V. indicates how much time is involved in the delivery. If Atelier Perru B.V. indicates that it is not certain whether timely delivery can be made and the client nevertheless provides the assignment, Atelier Perru B.V. is not liable for the consequences of late delivery.
3. Products are deemed to have been delivered from the moment that Atelier Perru B.V. informs the client that the goods can be collected. The storage of goods pending collection is at the risk of the client.

Prices

1. The prices of Atelier Perru B.V. are subject to changes and writing and or printing errors. No rights can be derived from it.
2. The inflation adjustment is applied annually to atelier Perru prices on the basis of the average consumer price index of Statistics Netherlands over the past year. The price adjustment shall be made annually on or after 01 June of that year.

Cancellation

1. A cancellation fee may be charged up to a maximum of the agreed price if the agreement is cancelled by the client after accepting the terms of the agreement. The agreement is established by written or verbal acceptance of the offer.

Rental

1. The Client must use the rented goods with due care and keep them in the state in which they were received and return them in that state at the end of the lease to Atelier Perru B.V. at the agreed time. Costs of cleaning and repair, other than as a result of expected normal use, will be borne by the client.
2. The Client will not use the goods for any other purpose or project or production as described in the order confirmation and will not hand them over to others in use, rent, sell, copy and or alienate them.
3. The Client is not entitled to transfer rights from this agreement to third parties.
4. If repair work is necessary due to normal use or normal wear and tear, the client will immediately inform Atelier Perru B.V. thereof. The Client may not carry out repair work (or have it carried out) without permission.
5. The Client is liable for all damage to the rented property of whatever nature, including the costs of repair or in the event of theft, loss or impossibility to repair, the costs of replacement.
Take into account that the cost of replacing the front lace for a price from EUR 400,- and the cost of a new wig from EUR 2950,- excluding any applying taxes.
6. The Client is obliged to adequately insure the goods against damage of any kind whatsoever. The lack of sufficient insurance is at all times a ground for Atelier Perru B.V. to dissolve the agreement immediately.
7. For any delay in the return of the rented property, the client will owe a fee equal to at least the rent, without prejudice to the right of Atelier Perru B.V. to claim additional compensation.
8. If the rented goods are not returned on time, the client is in default by operation of law, without notice of default being required, and he owes a penalty equal to the costs of replacement.

Force majeure

1. Atelier Perru B.V. is entitled to dissolve the agreement in whole or in part without judicial intervention or to suspend the obligations under the agreement in the event of force majeure, without being liable for damage resulting from this. Force majeure is also understood to mean incorrect or delayed delivery by domestic or foreign suppliers, shippers or carriers.
2. In the event of an increase in the prices of materials or supplied products or services, changes in wages at home or, if applicable, abroad, serious change in currency relations and such unforeseen circumstances, occurring after acceptance of an assignment, Atelier Perru B.V. is entitled to increase the agreed prices accordingly.

Complaints

1. Any complaints must be made in writing within 24 hours after receipt of the performance, goods and/or services. Only with regard to defects that cannot be established immediately upon delivery, it applies that these must be reported to the client within 24 hours after discovery, in the event of defects of which the state of delivery is deemed to have been approved by the client.
2. The Client rejects the right to complain in response to an invoice if, after receipt of the invoice, he has retained it for seven days without written objection.

3. Defects in part of the delivered goods do not give the right to reject the entire delivered lot.
4. In the event of improper performance, Atelier Perru B.V. must be given notice of default and given the opportunity to still comply.
5. The liability of Atelier Perru B.V. under any agreed delivery of performance, goods and or services due to improper performance is limited to a maximum of the agreed invoice amount of this delivery, at least to a maximum of the amount due for this, or - in the case of delivery in installments - to a maximum of the relevant part of the aforementioned amount.
6. Atelier Perru B.V. is not liable for damage of any kind whatsoever, on the basis of goods and/or services not properly delivered by Atelier Perru B.V. The Client is liable to third parties for all damage caused by or in connection with the use of the delivered or rented goods and indemnifies Atelier Perru B.V. in this respect.
7. Atelier Perru B.V. is not liable for damage caused during transport by third parties.
8. Atelier Perru B.V. is not responsible for the consequences of errors in models or materials provided by the client, nor for the consequences of difficulties arising in the use, handling or processing of goods delivered by Atelier Perru B.V., approved by the client.
9. The client will under no circumstances be able to assert any claim against Atelier Perru B.V. after the client has either taken part of the delivered goods into use, processed them, has had them put into use, or has delivered them to third parties.

Credits

1. Atelier Perru B.V. is entitled to stipulate for all assignments that attribution (credit) of Atelier Perru B.V. takes place when using and publishing in any form whatsoever of the services/goods delivered as follows: *Wigs – Atelier Perru – The Netherlands*
2. Atelier Perru B.V. sets the conditions whether and in what way its attribution will take place when showing / distributing / reproducing the delivered goods / services.
3. The Client is not entitled to use/ publish/ reproduce the services/goods provided without agreement with Atelier Perru B.V. on the manner of attribution.

Complaints from third parties

1. Atelier Perru B.V. is not liable for complaints from third parties with regard to publications / disclosures in which delivered goods are shown.

Disputes

1. Dutch law applies to all disputes between the parties regardless of the nationality or place of establishment of the client and regardless of the place where the assignment must be carried out/ goods must be delivered. All disputes arising from the agreement will be subject exclusively to the judgment of the competent court in Haarlem.

Thus drawn up as of August 2023.