

GENERAL TERMS AND CONDITIONS TÉTRIS

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**General terms and conditions** concerning the implementation of work activities by Tétris Design & Build BV, hereinafter called Tétris.

### **Article 1 General**

These general terms and conditions are referred to below as the GTC-Tétris 2018 and form an integral part of any tender submitted by Tétris and any contract that is concluded with Tétris, unless otherwise agreed upon in writing in mutual agreement between Tétris and its principal. In the event that one or more of the articles in these general terms and conditions prove to be entirely or partially null and void and/or are annulled, then the applicability of the other terms and conditions will *remain* intact.

### **Article 2 Applicable general terms and conditions**

All of the work activities related to consultancy-and/or design are subject to the 'Uniforme Administratieve Voorwaarden voor geïntegreerde contractvormen 2005' (hereinafter UAV-GC 2005), unless indicated otherwise in the tender submitted by Tétris. All of the work activities related to advice or design activities to be provided by Tétris, are subject to 'De Nieuwe Regeling 2011' (hereinafter: DNR 2011). All of the work activities that are only related to the execution of work are subject to the 'Uniforme Administratieve Voorwaarden 2012' (hereinafter: UAV 2012). The GTC-Tétris 2018, DNR 2011, UAV-GC 2005 and the UAV 2012 can be found on the website <https://www.tetris-db.com/nl/> and can be easily accessed, printed and downloaded there. If explicitly requested to do so, Tétris will immediately make the DNR 2011 and/or the UAV-GC 2005 and/or the UAV 2012, with the corresponding appendixes if any, available to the principal free of charge. In the event of a contradiction between the terms and conditions in hand and the DNR 2011 and/or the UAV-GC 2005 and/or the UAV 2012, then the GTC-Tétris 2018 will always prevail.

### **Article 3 Tender**

A tender that is submitted by Tétris can be accepted by the principal within the course of one month after the date of the tender, unless the tender indicates otherwise. A tender is submitted on the basis of the laws and legislation that apply at the time of the submission of the tender.

### **Article 4 Rates and payment**

The payment of the (advance) statements of expenses is to take place within thirty days after the invoice date, in default of which the Principal will owe the statutory interest in accordance with article 6:119a of the Civil Code, increased by 2%, without any further notice. Principal is not entitled to any postponement or settlement. Should Principal fail to timely make a payment, then Principal will owe Tétris the actual costs that Tétris must incur in order to collect its claim. Any payments on the part of principal will always be deducted from the costs and interest owed first (in that order) and subsequently deducted from the principal sums.

### **Article 5 Cooperation with third parties**

If Tétris, in accordance with the provisions of article 6 of the DNR 2011 and paragraph 6 recital 3 of the UAV-GC 2005 and paragraph 6 recital 27 of the UAV 2012, at the request of the principal, co-operates with one or more consultancies, architects or calls in other third parties, then Tétris will not be liable for the part of the commission that is carried out by such a third party, unless and only insofar as Tétris has explicitly accepted this liability in writing. In such cases, the principal is responsible for the data that these third parties are to supply to Tétris. In the event that Tétris itself calls in one or more agencies or experts within the scope of the execution of a commission that it has received, then Tétris will be liable for the part carried out by this/these third party/ies insofar as said third party is liable towards Tétris.

**Article 6 Work activities on the property**

If gaining access is necessary with respect to the work activities, inspections and inventories to be carried out on the property and/or in the object, then one is to obtain permission to that end from or on behalf of the principal. Any damages on the part of Tétris as a result of not (timely) obtaining this permission is at the expense of the principal.

**Article 7 Supplying data, dispatching and use of documents**

The principal guarantees that the terrains, materials and data that it is to supply will be made available in a timely, complete, up-to-date and correct manner. Costs and damages (due to standstill) for which Tétris cannot be blamed are at the expense and risk of the principal. The dispatching of documents or other data carriers (including drawings) by Tétris is at the risk of the principal. The reports, records, documents, cost statements and the like as generated by Tétris may only be used by the principal for the purpose for which they have been made. The principal is only authorised to make (test-) reports available to third parties if such has been explicitly agreed upon in writing.

**Article 8 Liability**

In the event that the activities of Tétris are subject to the DNR 2011, the liability of Tétris is also determined in accordance with the provisions of the DNR 2011. In the event that the activities of Tétris are subject to the UAV-GC 2005 or the UAV 2012, the liability of Tétris is limited to a maximum of 100% of the agreed contract price.

**Article 9 Confidentiality and use as a reference**

The principal and Tétris will observe confidentiality with respect to the data that is exchanged between them and will only make use of this data within the scope of the implementation of the commission. Tétris has the right to use the commission as a reference and to refer to it in its marketing communications.

**Article 10 Data approval**

The documents or other data carriers (including drawings) sent by Tétris to the principal for approval will be deemed to have the approval of the principal if the principal has not explicitly communicated otherwise in writing within two weeks after the date of dispatch.

**Article 11 Disputes**

All of the disputes that come about between the parties further to this agreement or to agreements stemming from this agreement will be settled either by the competent judge of the District of Amsterdam, or by means of arbitration by arbitrators, like good men and in fairness, and in any event in accordance with the arbitration regulations of the Arbitration Board for the Building Industry or in accordance with the arbitration regulations of the Netherlands Arbitration Institute (N.A.I.) in Rotterdam as these applied three months prior to the signing of the agreement, such at the sole discretion of Tétris. Tétris will express its preference within 2 weeks after having received a request to that end. In the event of a settlement of a dispute by an arbitration tribunal, the chairman will be chosen from one of the member lawyers at the request of Tétris.

Initials Principal: _____	Tétris Design & Build B.V.   Parnassusweg 727 1077 DG Amsterdam   PO Box 75208 1070 AE Amsterdam +31 (0)20 5 405 405   <a href="https://www.tetris-db.com/nl/">https://www.tetris-db.com/nl/</a> Chamber of Commerce: 53323017   VAT-Number: NL 850838009B01	Initials Tétris: _____
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