

General conditions DO Engineering services (Version 02-12-2019)

Established and office location at Heideblauwtje 9, 7826 GE Emmen, the Netherlands.
Registered at the chamber of commerce in Arnhem, the Netherlands under number 09205303.

Article 1. Definitions

1. In these conditions it is understood under:
 - a. DO Engineering: the user of these general conditions, being the company DO Engineering, established and office location in Emmen, the Netherlands at Heideblauwtje 9.
 - b. Client: the counterpart of DO Engineering, being the legal body, who commissions DO Engineering to performing activities.
 - c. DNR 2011: The New Rules 2011: Legal relationship client – architect, engineer and consultant

Article 2. Applicability

1. Unless agreed upon otherwise explicitly and in writing, these conditions and the DNR 2011 apply to every offer and every agreement between DO Engineering and a client taking into account the provisions mentioned below.
2. The client is considered to know the DNR 2011. The DNR 2011 can be supplied upon request by e-mail, free of charge, from DO Engineering. Moreover, the client can download these free of charge on the internet site (www.do-engineering.nl) of DO Engineering.
3. In case of contradictory provisions in the quotation, these general conditions and the DNR 2011, the contents of the quotation will prevail over the general conditions, which in turn will prevail over the DNR 2011.
4. The client is considered at and by granting the assignment, to agree with the applicability of these general conditions and the DNR 2011 and renounce the application of potential own conditions used by the client.
5. Additional or deviating stipulations or conditions are only effective if DO Engineering has accepted these in writing; these deviations only apply to the agreement where they are made. The provisions of these general conditions, which have not been deviated from, remain effective undiminished.
6. Should a provision from these general conditions, partially or as a whole, be void or otherwise unfeasible, then this leaves the validity of the remaining provisions unimpeded.
7. If DO Engineering does not always desire strict compliance with these conditions, this does not mean that the provisions do not apply, or that DO Engineering in any degree would lose the right to desire the exact compliance of the provisions of these conditions in other cases.
8. If DO Engineering enters into agreements with the buyer more than once, for every following agreement the then current conditions apply.

Article 3. Quotations and orders

1. All quotations, offers, brochures, price lists and such of DO Engineering are free of obligations, unless expressly otherwise agreed upon in writing. If a quotation contains such an offer and this is accepted by the client, DO Engineering has the right to repeal the quotation within three (3) full calendar weeks after receiving the assignment by the client. Earlier quotations and such are deemed to be revoked after the release of a new quotation or such.
2. DO Engineering cannot be kept to his quotations or offers if the client can reasonably understand that the quotation or offer, or a part thereof, contains an apparent mistake, error or slip of the pen.
3. DO Engineering brings out the quotation in writing, unless otherwise agreed upon.
4. An order is considered to come about after signing and returning of the quotation by the client.
5. The prices in mentioned quotations are exclusive of VAT, unless otherwise indicated.

6. A composed quotation does not obligate DO Engineering to carry out a portion of the assignment against a corresponding part of the price. Offers or quotations will not automatically be valid for future assignments.

Article 4. Price fixing and payments

1. The quotation has been based on data which has been supplied by the client, and on the date of the quotation, at that moment, applying cost-defining factors. As from this date pricing and wage modifications are charged.
2. Contrary to the provisions in the DNR 2011, article 56 paragraph 4, the payment of invoices must occur within 14 days after invoice date, in a way indicated by DO Engineering, in the currency in which has been invoiced, unless expressly otherwise agreed upon in writing.
3. The client is not entitled to apply any form of deduction, adjustment, or compensation.
1. If the client does not pay the invoice within the term of payment and besides this also does not proceed to pay after been urged to do so, in writing and/or telephonically, DO Engineering will transfer the collection of the unpaid amount(s) to a collection agency, whereby all related costs are also recovered from the client.
4. If the client is in default or neglect with complying with one or more of its obligations, then all reasonable costs for obtaining satisfaction beyond right will come for own account of the client. In any case the client is chargeable for:
 - a. over the first € 3.000,- 15%
 - b. over the greater up to € 6.000,- 10%
 - c. over the greater up to € 15.000,- 8%
 - d. over the greater up to € 60.000,- 5%
 - e. over the greater 3%
5. If DO Engineering can show that higher costs have been made, which were reasonably necessary, also these costs qualify for compensation.
6. DO Engineering not taking action in case of non-performance by the client will not be considered as a renounce of rights

Article 5. Confidentiality and intellectual property

1. Both parties are obliged to confidentiality of all confidential information which they have obtained within the framework of their agreement, this applies to information from each other or from another source. Information is considered as confidential if this has been notified by the other party or if this results from the nature of the information.
2. Both parties are moreover obliged to notify and keep their staff (own or engaged) and/or associates etc. to their obligation to stick to this confidentiality.
3. Both parties are obliged to take sufficient measures to keep all confidential information in a protected surrounding.
4. DO Engineering preserves the right to use the increased knowledge gained through the activities for the client for other purposes, for as far as no confidential information is revealed to third parties.

Article 6. Shortcomings; complaint terms

1. Complaints concerning the performed activities should be reported, in writing, by the client to DO Engineering, within five (5) working days after discovery, yet at the latest within ten (10) working days after completion of the concerning activities.
2. If a complaint is legitimate, DO Engineering will perform the activities as agreed, unless this meanwhile has become demonstrable useless for the client. This must be reported to DO Engineering in writing.
3. If still performing the activities as agreed is no longer possible or meaningful, DO Engineering will be only responsible within the limits of article 7.

Article 7. Liability

1. If DO Engineering should be responsible, then this liability is restricted to what is regulated in this provision and in the DNR 2011.
2. The (potential) liability of DO Engineering, as far as this is covered by its liability insurance, is limited to at most the amount of the payment done by the insurer of DO Engineering.
3. If the insurer in some case does not proceed with payment of damages or the damage is not covered by the insurance, the liability of DO Engineering is restricted to the invoice value of the order, at least that part of the task on which the liability is related. A series of related events causing damage applies to the application of this article as one event.
4. Contrary to what has been stipulated above in paragraph 3 of this article, the liability for an assignment with a longer duration than six (6) months, the liability is further restricted to the over the last three (3) months chargeable fee.

Article 8. Processing of personal data (GDPR)

1. DO Engineering processes personal data from and on behalf of the client when carrying out the orders. DO Engineering has drawn up a privacy statement for this process. This is a separate document in addition to these General Conditions. This privacy statement forms an integral part of these General Conditions and, if desired, can be requested from DO Engineering.

Article 9. Applicable law

1. On all by DO Engineering accepted and carried out assignments, exclusively Dutch law applies, also if (a) task(s) are carried out or implemented entirely or partially abroad or if the in the legal relation involved party has residence there.
2. Parties will firstly appeal to the judge after they strained themselves to the extreme to settle the dispute in mutual consultation themselves.
3. All disputes, which could arise as a result of some agreed upon an assignment between DO Engineering and the client, or other agreements, which could be the consequence of it, will be settled by the entitled judge in Arnhem, the Netherlands.

Article 10. Modification and location of the conditions

1. These conditions have been deposited at the office of the chamber of commerce in Arnhem, the Netherlands.
2. These conditions can be supplied upon request free of charge from DO Engineering by e-mail. Besides this, the client can download these free of charge from the internet site (www.do-engineering.nl) of DO Engineering.
3. The DNR 2011, has been filed at the registry of the Court of Justice in Amsterdam on 3 July 2013 under number 56/2013.
4. Always the last deposited version of the conditions applies CQ. the version such as was applied at the time the assignment at hand was agreed upon.