



GIGI VALSTER

INTERIOR DESIGN CONCEPTS

GENERAL TERMS AND CONDITIONS

APPLICABLE TO ALL CLIENT ENGAGEMENTS

GV Concepts B.V., legally represented by Mr R.L. Valster, having its registered office in Pijnacker, The Netherlands, office address: Wilgenweg 72D, 2641 NX Pijnacker, hereinafter referred to as "GV Concepts".

Registered with the Dutch Chamber of Commerce under number 87221381
VAT number NL864237820B01

1. DEFINITIONS

For the purposes of these general terms and conditions, the following definitions apply:

- GV Concepts: GV Concepts B.V., registered with the Dutch Chamber of Commerce under number 87221381.
- Client: any party entering into an Agreement with GV Concepts.
- Agreement: any agreement between the Client and GV Concepts relating to interior design, consultancy or related services.
- Services: all work carried out by GV Concepts, including interior design, consultancy, drawings, project supervision, procurement guidance and, where applicable, support in relation to contracting work carried out by third parties.
- Consumer: a natural person entering into an Agreement who is not acting in the course of a profession or business.
- Commercial Client: any Client that is not a Consumer.

2. APPLICABILITY

- 2.1. These general terms and conditions apply to all quotations, agreements and services of GV Concepts, unless agreed otherwise in writing.
- 2.2. If any provision is held to be void or is annulled, the remaining provisions shall remain in full force and effect.

3. QUOTATIONS AND FORMATION OF THE AGREEMENT

- 3.1. All quotations are without obligation, unless stated otherwise.
- 3.2. An Agreement is concluded once the Client has confirmed the quotation in writing or digitally.
- 3.3. Quotations are valid for thirty (30) days, unless stated otherwise.
- 3.4. If GV Concepts provides the Client with a quotation, cost estimate or other document that also includes amounts, price indications or quotations from third parties, this constitutes solely an indicative overview. The Client's approval of or agreement with such a document serves solely to authorize the further development of the assignment or project and does not result in an agreement between the Client and GV Concepts in respect of work or supplies by third parties. Agreements with third parties are concluded exclusively and directly between the Client and the relevant third party.

4. COOLING-OFF PERIOD, WITHDRAWAL AND CANCELLATION

- 4.1. If the Agreement with a Consumer is concluded at a distance or away from GV Concepts' business premises, the Consumer has the right to withdraw from the Agreement within fourteen days without giving any reason. This period starts on the day after the Agreement is concluded. GV Concepts shall inform the Consumer of this right and shall make the model withdrawal form available.
- 4.2. For a Consumer with a right of withdrawal, GV Concepts shall commence the work after the cooling-off period has expired, unless the Consumer expressly requests an earlier start upon accepting the quotation. If the Consumer requests an earlier start, the Consumer acknowledges that the right of withdrawal lapses once the work has been fully performed, and, in the event of withdrawal prior to full performance, the Consumer owes a fee proportionate to the work already carried out. Any deposit shall be refunded in the event of timely withdrawal, after deduction of any fee owed.
- 4.3. No cooling-off period applies to a Commercial Client, or to a Consumer with whom the Agreement was not concluded at a distance or away from GV Concepts' business premises. For them, the Agreement is binding as soon as the quotation has been accepted.
- 4.4. If the Client cancels the Agreement in whole or in part, GV Concepts is entitled to a cancellation fee, calculated on the value of the quotation:
 - 10% in the event of cancellation before the work has started;
 - 50% in the event of cancellation after the work has started, provided no orders have yet been placed and execution has not yet begun;
 - 100% once orders have been placed or execution has begun.

This fee includes any orders already placed with third parties or that can no longer be cancelled. Any amounts that GV Concepts recovers from third parties in this respect shall be set off against the fee for a Consumer; no such set-off applies for a Commercial Client.
- 4.5. If the Client fails to pay a deposit or other payment on time, this constitutes a default and GV Concepts is entitled to suspend or dissolve the Agreement. If the deposit remains unpaid, in whole or in part, after the cooling-off period has expired, GV Concepts may treat the Agreement as cancelled and, instead of the deposit, charge the cancellation fee applicable to cancellation before the work has started (10% of the value of the quotation). Any amount already paid shall be set off against this fee and any excess shall be refunded. Work already carried out and costs already incurred remain payable.
- 4.6. The fees stipulated in this article vis-à-vis a Consumer shall never exceed a reasonable compensation for the costs incurred and profit lost by GV Concepts, and shall never exceed the accepted value of the quotation. The mandatory statutory protection afforded to Consumers remains unaffected.

5. EXECUTION OF THE ASSIGNMENT

- 5.1. GV Concepts carries out all work to the best of its insight, expertise and professionalism, with the aim of achieving the best possible design and advisory result for the Client.
- 5.2. Timelines and planning are drawn up with care. These serve as guidelines, unless agreed otherwise in writing.
- 5.3. The Client shall provide all necessary information in good time. Delays caused by a lack of information shall be at the Client's expense.
- 5.4. One revision round is included as standard in each design assignment, unless agreed otherwise in advance. Additional revisions or additions constitute additional work and shall be agreed and quoted in advance.
- 5.5. The final measurements within a design are based on the situation at the time of measuring. If the space subsequently changes (for example due to structural alterations, relocated walls, new floors or other changes), the earlier measurements lapse and re-measuring or adjusting the design may be charged as additional work, unless agreed otherwise.

6. AMENDMENTS DURING THE ASSIGNMENT

- 6.1. Additional work is charged separately. This concerns both additional work and extra hours that do not fall within the original assignment.
- 6.2. GV Concepts always informs the Client in advance of any additional work, including the consequences for planning and costs, so that the Client can first give its consent.

7. FEES AND PAYMENT

- 7.1. All prices are inclusive of VAT, unless stated otherwise.
- 7.2. Payment is made by bank transfer to the account number stated on the invoice.
- 7.3. Unless agreed otherwise in writing, GV Concepts applies the following payment structure:
 - 50% of the total design fee upon acceptance of the quotation;
 - 40% prior to the execution phase and/or the placing of orders;
 - 10% prior to delivery of the design, prior to completion of the work and prior to delivery of ordered products.*

*GV Concepts delivers ordered products and completes the work only after the full invoice amount has been paid. All products supplied by GV Concepts remain its property until the Client has paid the full amount.
- 7.4. Invoices must be paid within fourteen days of the invoice date, unless another term is stated on the invoice. Payment is deemed to have been made once the amount has been credited to GV Concepts' account.
- 7.5. If payment is not made within the stipulated term, GV Concepts' administration system automatically sends payment reminders according to the following schedule:
 - Day 14: automatic first reminder;
 - Day 19: automatic second reminder;
 - Day 25: automatic third reminder.
- 7.6. If, following the third automatic reminder, payment has still not been made within fourteen days, GV Concepts may transfer the claim to a collection agency. All resulting (extra)judicial costs shall be borne by the Client.
- 7.7. GV Concepts reserves the right to suspend its work if invoices are not paid within the stipulated terms.
- 7.8. In the event of late payment, the Client is in default by operation of law and owes interest on the outstanding amount. A Commercial Client owes the statutory commercial interest; a Consumer owes the statutory interest. Extrajudicial collection costs shall be borne by the Client; for a Consumer, these are calculated in accordance with the Dutch Extrajudicial Collection Costs Act (Wet normering buitengerechtelijke incassokosten) and only become due once the Consumer has failed to pay following a demand allowing a payment term of fourteen days.

8. PROCUREMENT GUIDANCE AND PURCHASING OF PRODUCTS

- 8.1. All products, materials and services included in the design, plan or quotation are in principle purchased and delivered via GV Concepts. This is part of GV Concepts' working method and ensures quality, consistency and correct execution. By way of exception, GV Concepts may in certain cases choose to act solely as advisor and/or project coordinator, whereby work or supplies are carried out by third parties and the agreement is concluded directly between the Client and the relevant third party. In that case GV Concepts is not a contractual party to that work or those supplies.
- 8.2. GV Concepts arranges the entire order and its handling with the relevant shops, suppliers and partners. In doing so, GV Concepts itself concludes the necessary purchase agreements and invoices the ordered products and services to the Client.
- 8.3. If an error arises during the ordering process, it is assessed where it originated. If GV Concepts orders a product incorrectly, this is of course corrected free of charge. If the error lies with the supplier (for example a production, delivery or packaging error), this falls under the responsibility of that supplier. In all cases GV Concepts does its utmost to resolve the problem as quickly as possible and to relieve the Client of concerns.
- 8.4. Deliveries and transport are scheduled by GV Concepts or, where applicable, directly by the relevant shop or supplier. GV Concepts remains the point of contact throughout this process and keeps the Client informed.
- 8.5. Damage during transport or delivery is assessed according to the conditions of the carrier or supplier concerned. If damage arises through an error by GV Concepts, this is repaired or resolved. If the damage lies with third parties, GV Concepts acts as intermediary towards the supplier and supports the Client in handling the matter.
- 8.6. If the Client chooses to purchase certain products from an external party after all, this is only possible with the prior written consent of GV Concepts. In that case, certain guarantees, coordination and responsibilities associated with the procurement process lapse.
- 8.7. Differences in colour, material and texture may occur with natural products, textiles, wood, stone or materials for which samples provide only an indication. Minor deviations between samples and end products are normal and do not constitute grounds for rejection or liability.
- 8.8. The Client may not use the design or parts thereof to purchase products elsewhere. The design remains part of GV Concepts' services and may only be applied in combination with procurement via GV Concepts, unless agreed otherwise in writing in advance.
- 8.9. If, after orders have been placed, the Client wishes to make changes (such as different products, different colors, cancellations or adjustments), any costs, price increases or consequences of delay are passed on in full to the Client. The same applies where ordered products only become available later and suppliers implement interim price changes beyond the control of GV Concepts.

9. LIABILITY

- 9.1. GV Concepts handles every assignment with care and professionalism. Where an error or inaccuracy is directly attributable to GV Concepts (for example an incorrectly ordered delivery, incorrect advice or an error in measurements), GV Concepts ensures that this is remedied free of charge or resolved in an appropriate manner.
- 9.2. GV Concepts bears no ultimate responsibility for errors, delays, damage or shortcomings arising from suppliers, carriers, movers, contractors or other third parties. These parties are independently responsible for their services and must hold their own insurance for this. In such cases GV Concepts acts as intermediary and supports the Client in finding a solution.
- 9.3. Damage or loss during transport is handled according to the conditions of the carrier or supplier concerned. GV Concepts remains the point of contact for the Client throughout this process and guides the handling where possible.
- 9.4. If the assignment relates to a space or project in which the Client wishes to generate income (such as rental, business activities or commercial purposes), GV Concepts is not liable for lost income, loss of value or delays caused by third parties. This article does not apply to projects intended for the Client's own residence.
- 9.5. GV Concepts' liability is in all cases limited to the amount of the relevant assignment as invoiced for the part of the work to which the liability relates.
- 9.6. GV Concepts is not liable for structural work carried out by third parties, including but not limited to electrical work, water supply, piping, structural alterations, installation work and other technical work. Third parties are themselves responsible for this and must hold appropriate certifications and insurance. GV Concepts advises only; execution falls outside its liability.

10. INTELLECTUAL PROPERTY AND USE OF VISUAL MATERIAL

- 10.1. All designs, sketches, moodboards, drawings, plans, visuals, materials and documentation created by GV Concepts remain the property of GV Concepts.
- 10.2. These materials may not be reproduced, distributed, shared or used for purposes other than the relevant assignment, unless GV Concepts gives prior written consent.
- 10.3. GV Concepts is entitled, unless the Client objects in writing in advance, to take photographs and video recordings of the project result for the purposes of portfolio, website, social media, print, presentations or other promotional materials.
- 10.4. GV Concepts is also entitled, during the execution of the work, to place a temporary sign, banner or other form of recognizable company branding at or near the location of the assignment, both inside and outside, provided this does not cause damage and is done in consultation where the location is sensitive.
- 10.5. Any photographs, videos or promotional materials shall never be used in a manner that harms the privacy or safety of the Client. If the Client does not wish recognizable personal elements to be visible, this can be indicated in advance.

11. SUSPENSION AND TERMINATION

- 11.1. GV Concepts may suspend the assignment if the Client fails to meet its obligations.
- 11.2. In the event of interim termination, hours worked and costs incurred are charged in full.
- 11.3. GV Concepts may temporarily pause work if required information, approvals or materials are not provided in time. GV Concepts always agrees this in advance with the Client. Any resulting delays may have consequences for the planning.
- 11.4. Where circumstances at the location or within the project are temporarily unsuitable for execution (for example due to a delay in construction or work by third parties), GV Concepts may, in consultation, interrupt the work until continuation is possible again. A suitable solution is always sought together with the Client.

12. FORCE MAJEURE

- 12.1. Force majeure means any circumstance beyond GV Concepts' control that makes performance of the agreement temporarily or permanently impossible. This includes extreme weather conditions, illness, strikes, disruptions at suppliers, unexpected material shortages or other situations that could not reasonably be foreseen.
- 12.2. In the event of force majeure, GV Concepts' obligations are temporarily suspended. GV Concepts informs the Client as soon as possible and contributes to suitable solutions or alternatives.
- 12.3. If the force majeure situation lasts longer than 30 days, either party may terminate the agreement. Work already carried out and costs already incurred are then charged pro rata, without any further obligations between the parties.

13. GOVERNING LAW AND JURISDICTION

- 13.1. These general terms and conditions and all Agreements are governed exclusively by Dutch law.
- 13.2. Disputes shall be submitted to the competent court in Rotterdam. If the Client is a Consumer, the Consumer shall have one month after GV Concepts invokes this clause to opt for the court that has jurisdiction under the applicable statutory rules.
- 13.3. In the event of any difference or inconsistency between the Dutch and English versions of these general terms and conditions, the Dutch version shall prevail.



Signed
02-09-2026

Dhr./Mr. R.L. Valster
CEO & Founder