

Welcome to JML Services VOF

These terms and conditions outline the rules and regulations for the use of JML Services' Website, located at <https://jmlservices.nl> and their services.

By accessing this website, we assume you accept these terms and conditions. Do not continue to use JML Services if you do not agree to take all the terms and conditions stated on this page. These terms and conditions apply to your use of every part of this website. Separate terms and conditions will apply to any website accessible via a hyperlink from this website.

These terms and conditions also apply to offers and agreements for the supply of services provided by JML Services VOF. All the provisions of these conditions shall be in force insofar as otherwise has not been explicitly agreed in writing by both parties. Any reference by the client to its purchase, tendering or other conditions is not accepted by the contractor.

Article 1 - Definitions

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

- **JML Services VOF/Contractor:** the user of the general terms and conditions;
- **Client:** the party that engages the services of JML Services VOF;
- **Agreement/Contract:** the agreements made between the Client and JML Services regarding the work carried out by JML Services for the Client. The agreement between the parties in relation to the work to be carried out by the contractor, and all appendices, including any changes and additions agreed in relation to the aforementioned documents.
- **In writing:** in the form of a document or letter, fax, e-mail, text or any such other form as agreed by the parties.

"Client", "You" and "Your" refers to you, the person logging onto this website or using our services and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and us. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of the Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Article 2 - Identity of the Contractor

JML Services VOF
Vogelaer 11
2675SH Honselersdijk
The Netherlands

T +31 (0) 61 5660799
E info@jmlservices.nl
KvK number 95057455
VAT number NL866983375B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the contractor and to agreements between contractor and client.
2. Before the contract is concluded, the text of these general terms and conditions is made available to the client. If this is not reasonably possible, it will be indicated before the agreement is concluded that the general terms and conditions can be viewed at the contractor's premises and that they will be sent free of charge as soon as possible at the client's request.
3. If the contract is concluded electronically, the text of these general terms and conditions may be made available to the client electronically by way in such a way that it can be easily stored by the client on a durable data carrier, by way of derogation from the previous paragraph and before the contract is concluded. If this is not reasonably possible, it will be indicated before the contract is concluded where the general terms and conditions can be taken note of electronically and that they will be sent free of charge at the client's request by electronic means or by other means.
4. If, in addition to these general terms and conditions, specific product or service terms and conditions also apply, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting general terms and conditions, the client can always invoke the applicable provision that is most favourable to them.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the agreement and these terms and conditions will remain in force and the relevant provision will be replaced immediately by a provision that approximates the purport of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Ambiguities about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The contractor is entitled to change and adjust the offer.
3. All offers issued by the contractor are without obligation.
4. All offers are based on implementation of the agreement by the contractor under normal circumstances and during normal working hours.
5. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the client. If the contractor uses images, they are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on the contractor.
6. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
7. Images accompanying products are a true representation of the products offered. The contractor cannot guarantee that the colours displayed correspond exactly to the real colours of the products.
8. Each offer contains information in such a way that it is clear to the client what the rights and obligations are that are attached to the acceptance of the offer. This concerns in particular:
 - a. the price including taxes;

- b. the cost of shipping, if any;
- c. the way the agreement will be concluded and what actions are required to do so;
- d. whether or not the right of withdrawal applies;
- e. the method of payment, delivery and execution of the agreement;
- f. the period for acceptance of the offer, or the period within which the contractor guarantees the price;
- g. the way in which the client, before concluding the contract, can check and, if desired, rectify the data provided by them within the framework of the contract;
- h. any other languages in which, in addition to English or Dutch, the agreement can be concluded;
- i. the codes of conduct to which the contractor has submitted and the manner in which the client can consult these codes of conduct by electronic means; and
- j. the minimum duration of the contract in the case of a long-term transaction.

Article 5 - The Agreement

1. Subject to the provisions of Article 4, the agreement is concluded at the moment of acceptance by the client of the offer and the fulfilment of the conditions set thereby.
2. If the client has accepted the offer by electronic means, the contractor will immediately confirm receipt of the acceptance of the offer by electronic means. As long as the agreement of this acceptance has not been confirmed by the contractor, the client can dissolve the agreement.
3. If the agreement is concluded electronically, the contractor shall take appropriate technical and organisational measures to secure the electronic transfer of data and shall ensure a secure web environment. If the client can pay electronically, the contractor will take appropriate security measures to this end.
4. The contractor can - within legal frameworks - find out whether the client can meet their payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the contract. If, based on this investigation, the contractor has good reasons not to enter into the agreement, they are entitled, stating reasons, to refuse an order or request or to attach special conditions to the performance.
5. The contractor will send the following information to the client with the product or service, in writing or in such a way that it can be stored by the client in an accessible manner on a durable data carrier:
 - a. the visiting address of the contractor's establishment where the client can go with complaints;
 - b. the conditions under which and the way the client can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about warranties and existing after-sales service;
 - d. the information included in Article 4 paragraph 5 of these terms and conditions, unless the contractor has already provided this information to the client before the execution of the agreement;
 - e. the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
7. The client shall notify the contractor as quickly as possible in writing about any changes to the agreement or services, in the operation of the installation, or about any other action taken by the client that might affect the obligations of the contractor under the

contract. If such changes or actions have a significant effect on the obligations of the contractor, and the parties fail in changing the contract in that respect, the contractor can terminate the contract in writing, such with immediate effect. In the event of such termination the contractor can moreover claim compensation.

Article 6 - Right of withdrawal

In the provision of services:

1. In the case of delivery of services, the client has the option to dissolve the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement which is the acceptance of the offer.
2. To make use of their right of withdrawal, the client shall comply with the reasonable and clear instructions provided by the contractor at the time of the offer and/or at the latest at the time of delivery.

Article 7 - Costs in case of withdrawal

1. If the client makes use of their right of withdrawal, the costs of return will be borne by the client at most.
2. If the client has paid an amount, the contractor will refund this amount as soon as possible, but no later than 14 days after withdrawal. Refunds will be made via the same payment method used by the client, unless the client expressly gives permission for a different payment method.

Article 8 - Exclusion of the right of withdrawal

1. Exclusion of the right of withdrawal is only possible for services:
 - a. the delivery of which has commenced with the express consent of the client before the cooling-off period has expired.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the contractor may offer products or services whose prices are subject to fluctuations in the financial market and over which the contractor has no influence, with variable prices. This fact that there are fluctuations and the fact that any prices quoted are indicative prices are indicated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the contractor has stipulated this and:
 - a. they are the result of legal regulations or provisions; or
 - b. the client has the right to terminate the contract with effect from the day on which the price increase takes effect.

5. The prices mentioned in the offer of products or services include VAT.
6. Any changes made to the agreed design, features, fixtures by the client will incur additional charges depending on the type of changes and this is stipulated in the offer provided by the contractor.
7. If personnel of the contractor must work outside of normal working hours or must wait because of circumstances for which the client is responsible, the relevant costs shall be charged for separately at the tariffs applied by the contractor at that time.
8. At the request of the client, the contractor can provide a price estimate for additional work, but before any other work is started. The estimate is not binding, but the contractor shall inform the client as soon as it becomes clear that the eventual price will exceed the estimate by more than 10%. If the client decides after receipt of the estimate or the latter information not to have the services carried out, it will nonetheless have to pay the contractor for the work already carried out by it.

Article 10 – Conformity and Guarantee

1. The contractor guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal requirements existing on the date of the conclusion of the agreement. If agreed, the contractor also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the contractor, manufacturer or importer does not affect the legal rights and claims that the client can assert against the contractor under the agreement.
3. Any defects or incorrectly delivered products must be reported to the contractor in writing within 2 months after discovery of the defect.
4. The contractor's warranty period corresponds to the manufacturer's warranty period. However, the contractor is never responsible for the ultimate suitability of the products for each individual application by the client, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - a. the client has repaired and/or edited the delivered products themselves or has had them repaired and/or edited by third parties;
 - b. the delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or are contrary to the instructions of the contractor and/or have been explained on the packaging;
 - c. the defect is wholly or partly the result of regulations that the government has imposed or will impose regarding the nature or quality of the materials used.

Article 11 - Delivery time/delays, delivery of services and working conditions

1. The contractor will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the client has communicated to the company.
3. All delivery times are indicative. The client cannot derive any rights from any stated periods. Exceeding a term does not entitle the client to compensation.
4. In the event of dissolution in accordance with Article 6, the contractor will refund the amount paid by the client as soon as possible, but no later than within 14 days after dissolution.

6. The risk of damage and/or loss of products rests with the contractor until the moment of delivery to the client or a representative designated in advance and made known to the contractor, unless expressly agreed otherwise.
7. The client shall notify the contractor immediately if it cannot allow the maintenance to take place on the agreed, or the notified, date. Regardless of the cause of such a delay, the client shall compensate the contractor for all the extra costs incurred because of this postponement.
8. Notwithstanding the application of this article, the client shall not be entitled to any compensation whatsoever in connection with delays on the side of the contractor.
9. The client must give the contractor a reasonable term to fulfil their obligations.
10. If the services are carried out in the workplace of the contractor, in addition to all the costs associated with such, all transport and other costs incurred outside the contractor's site and all risks in relation to the transport shall be for the account of the client.
11. If the services are carried out onsite, the client must:
 - a. Ensure that the contractor has access to the site on the agreed or notified date. Unless otherwise is agreed, the services shall take place during the normal working hours of the contractor;
 - b. Ensure that the work can be carried out in a space that is sufficiently protected from the influence of the weather, which is clean and where there is sufficient light and if necessary, water present;
 - c. Ensure that fitters, other workers of the contractor, or its subcontractors can commence work immediately upon arrival at the site and can continue to work undisturbed;
 - d. Take responsibility for all costs which arise if workers of the contractor or its subcontractor cannot commence work immediately upon arrival or are forced, for no fault of their own, to interrupt the work or must continue the work outside normal working hours;
 - e. Grant all help that can be reasonable required and to make available electrical energy, fuel, water, etc.
 - f. Take all necessary safety and precautionary measures and maintain these and take measures and maintain these so as to comply with the applicable government regulations with regard to the agreed work;
 - g. Ensure that the personnel of the contractor are informed of all safety regulations applicable at the location where the service is carried out;
 - h. Take out insurance to the contractor's satisfaction, and to have this insurance continue at least for the duration of the work to be carried out, against every form of damage arising as a result of accident and fire caused during the preparation and implementation of the work;
 - i. The contractor shall inform the client about all specific risks that might be involved with the work they will perform.
12. If the contractor, as a result of not being given enough time by the client to perform the work, or for other reasons for which the contractor cannot be blamed, is forced to take on employees of the client, it can reject responsibility for the result of the services performed.
13. Costs arising as a result of the non-fulfilment by the client of the conditions detailed in this article shall be paid for by the client.

Article 12 – Termination/Cancellation and extension

Termination/Cancellation

1. The client can terminate an agreement that has been entered into and that extends to the regular delivery of products or services at any time, considering the agreed cancellation rules and a notice period of no more than one month.
2. The client can terminate an agreement that has been entered into for a fixed period, and which extends to the regular delivery of products or services at any time towards the end of the fixed duration, considering the agreed cancellation rules and a notice period of a maximum of one month.
3. For the application of these General Conditions, force majeure means any circumstance beyond the control of the contractor - even if it was already foreseeable at the time the agreement was concluded - which impedes the performance of the agreement permanently or temporarily, as well as, insofar as not already covered by such, war, threat of war, civil war, civil unrest, strikes, lockouts, transport difficulties, fire and other serious disruptions of the business of the contractor or its suppliers.
4. In the event of an impediment to the implementation of the agreement arising because of force majeure, the contractor shall be entitled, without judicial intervention, to either suspend the implementation of the agreement for a maximum of 6 months, or to dissolve the agreement in full or in part, without being obligated to pay any compensation. During the suspension the contractor is entitled, and at the end of such it is obliged, to either opt for implementation or full or partial dissolution of the agreement. Both in the case of suspension and of dissolution, the contractor is entitled to demand immediate payment for all that which it has already carried out in connection with the implementation of the agreement.
5. If the client fails to comply with any obligation arising for it under the agreement concluded with the contractor, or an agreement associated with such, or fails to do so properly or in good time, or if there are valid grounds for fearing that the client is unable or will be unable to comply with its contractual commitments towards the contractor, as well as in the case of bankruptcy, suspension of payments, closure, liquidation or partial transfer - for collateral or otherwise - of the client's business, including the transfer of a major portion of its receivables, the contractor is entitled, without notice of default and without judicial intervention, to suspend the implementation of each of these agreements for a maximum of 6 months, or to dissolve them in full or in part, without it being held to any compensation or guarantee, and without prejudice to the further rights accorded to it. During the suspension the contractor is entitled, and at the end of such it is obliged, to either opt for implementation or full or partial dissolution of the suspended agreement(s).
6. In the event of suspension and/or dissolution pursuant to paragraph 5, the agreed price shall become immediately payable, after deduction of the instalments already paid and the costs saved by the contractor because of the suspension or dissolution.
7. The client is not entitled to claim dissolution of the agreement with retroactive force.
8. Notwithstanding that provided for above, in the event of cancellation of the agreement, the client shall immediately owe 10% of the agreed contract price to the contractor, without prejudice to the right of the contractor to claim - in addition to this payment - full compensation for the damages suffered by the contractor due to the cancellation.

Extension

1. An agreement that has been entered into for a fixed period and that extends to regular delivery of products or services, may not be tacitly extended or renewed for a specific period.
2. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the client may cancel at any time with a notice period of no more than one

month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month.

Article 13 – Invoicing and payment

1. Unless otherwise agreed, the amounts owed by the client must be paid within 14 working days after the invoice date.
2. The client has the obligation to immediately report any inaccuracies in payment details provided or stated to the contractor.
3. In the event of non-payment by the client, the contractor has the right, subject to legal restrictions, to charge the reasonable cost for all judicial and extrajudicial costs associated with the collection of its claim.

Article 14 – Claims and liability

1. The contractor has a complaints procedure and handles the complaint in accordance with this complaint's procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the contractor within 2 months after the client has discovered the defects.
3. Complaints submitted to the contractor will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the contractor will respond within 14 days with an acknowledgment of receipt and an indication of when the client can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
5. In the event of complaints, a client must first contact the contractor. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the contractor, unless the contractor indicates otherwise in writing.
7. If a complaint is found to be well-founded by the contractor, the contractor will, at their discretion, work to rectify the situation.
8. The contractor only accepts responsibility for the soundness of the work carried out if:
 - a. the service has been carried out with all the activities, replacements, adjustments and supplies deemed necessary by the contractor;
 - b. the contractor determines the method of carrying out the activities, the supervision of such, and the number of assistants to be deployed;
 - c. the client refrains from any form of intervention in the nature and/or implementation of the activities.
9. The contractor is liable for the work carried out for a period of six months after the performance of the relevant work.
10. No liability is accepted for parts that have been supplied but not fitted by the contractor should they prove to have been wrongly fitted.
11. The client will notify the contractor immediately in writing about any defect that arises in the work carried out or in the parts supplied by the contractor. If the client fails to do so, all claims in relation to the defect shall become null and void.
12. The claims shall become null and void in the event of:
 - a. injudicious use of the installation or a part of the installation;
 - b. failure by the client to observe the operating and maintenance guidelines, and other instructions and/or directions of the contractor;

- c. repair of the defects has been carried out by third parties or the client;
 - d. normal wear and tear.
13. The liability of the contractor is limited to the fulfilment of the obligations described in the agreement. Except in the event of gross negligence on the part of the contractor, and notwithstanding that provided for in paragraph 1, all liability of the contractor, such as liability for consequential losses, other indirect damages, and damages because of liability towards third parties, is excluded.
14. The client is obliged to indemnify and compensate the contractor in relation to all claims of third parties for compensation of damages, the liability of the contractor for which is excluded in these conditions with respect to the client.

Article 15 – Disputes

- 1. Agreements between the contractor and the client to which these general terms and conditions relate are exclusively governed by Dutch law. Even if the client lives abroad.
- 2. The Vienna Convention on the International Sale of Goods does not apply.

Article 16 – Additional or deviating provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the client and must be recorded in writing or in such a way that they can be stored by the client in an accessible manner on a durable data carrier.

If you have any other queries or concerns regarding these terms and conditions, please contact us on info@jmlservices.nl.