

Terms and Conditions Isolatiespecialist.nl

Below you'll find the terms and conditions of Isolatiespecialist.nl. We've chosen for 'normal' descriptions, in clear language. You'll read what you can expect from us and what we can expect from you. Our terms and conditions are filed with the Chamber of Commerce (Kamer van Koophandel) under the number 24383207 and are inseparable from the quotation or the written order. These terms and conditions replace our previous terms and conditions.

ARTICLE 1 - Definitions

1.1 Client: that's you. You are the person or the company (legal entity) that has entered into an agreement with Isolatiespecialist.nl.

1.2 Contractor: that's us. Isolatiespecialist.nl (or any of its affiliates or subcontractors) offers a quotation to you and / or will perform insulation activities for you.

1.3 Services: All the activities that you as a client have agreed to with us, the contractor. These activities are listed in the quotation or agreement.

ARTICLE 2 - When is it applicable?

2.1 These terms and conditions are applicable on all of our quotations and offers. All other terms and conditions or supposed agreements, that are not mentioned in here, will be rejected by us, unless these agreements mutually agreed on in writing.

2.2 We reserve the right to change or modify our terms and conditions.

2.3 This is an unofficial translation, therefore, no legal rights can be reserved based on this document. Isolatiespecialist.nl cannot be held responsible for any erroneous translations. The original Dutch Terms and Conditions are leading.

ARTICLE 3 - Offers

3.1 Our quotations are free of obligation. When you've accepted a quotation, you have the right to revoke within 14 days. This is free of charge, but you need to confirm this in writing (see 3.14). Isolatiespecialist.nl also has a revocation period of 14 days.

3.2 Our offer is provided in writing or electronically, unless urgent matters make this impossible.

3.3 Our offer consist of the price structure of the work. Work that is not named is not included in the offer.

3.4 If you have the construction drawings of the building that is to be insulated, we recommend that you provide them digitally to us in advance. As a result, we can identify important construction details in advance. This could prevent any surprises during the work. Tip: You can request construction drawings online at your municipality, if you don't have any construction drawings yourself. For older homes, the municipal archives might be an option to consider.

3.5 Our quotations are based on information, drawings etc. which are provided by the client during the application. If it turns out that this information is incorrect, we're allowed to change the pricing or cancel the agreement immediately. This will happen after a personal consultation, of course

3.6 Our final offer will be established after a viewing of the property done by one of our advisors. This viewing is a substantiation of our offer and is done randomly. Unfortunately, we can't always see everything. There is a possibility that during the execution of work

technical flaws or other surprises will be detected. Sometimes these could e.g., jeopardize the safety of our team, make sure that insulation which follows official guidelines is not possible or that usage of special materials (e.g. an aerial platform) will be necessary. In this case we're allowed to revoke our offer (and make a new, adjusted offer of the work if this is still technically possible) or waive the agreement.

3.7 Our viewings are done with care. The cavity wall checks are done randomly. It is, during this phase, not possible to check the cavity walls on all locations. Because of this, it can happen that we missed something during inspection, e.g. pollution of the cavity wall. This is force majeure. This also applies to the crawl space check. The circumstances in which the crawl space is checked, are often not ideal. Crawl spaces are dark, often difficult to access and damp. Because of this, we may not notice something. This is also force majeure. As a result, no rights can be derived from our checks. We will always have a personal consultation during unforeseen situations, so that we can discuss solutions or possible pricing implications.

3.8 Our viewing is not an architectural inspection or an investigation to defects to e.g. piping, sewerage, floors and constructions. We will report any defects which we can detect. No rights can be derived from our (free) checks.

3.9 Discounts in the quotation are not valid in combination with other quotation offers or other discounts. A discount is applicable on the quotation a maximum of 1 time (unless specifically stated somewhere else) and is not exchangeable for cash.

3.10 In our offer we mention an insulation value. This value is based on the average layer thickness. Insulation is a craft after all, small fluctuations on places are possible.

3.11 If you've received an offer with a discount and less work than agreed is done, the discount will be settled proportionally.

3.12 Our offer is subject to reservations from typing errors and so called systematic errors (errors because of automation). No liability is accepted for the consequences.

3.13 If you cancel the order after the revocation period (see 3.1), we're allowed to charge you €350,- excl. VAT (€ 423,50 incl. VAT) cancellation costs per order.

3.14 The revocation of your order will always have to be done in writing: by emailing info@isolatiespecialist.nl or by mail. An order will definitively be revoked after we've confirmed the receipt in writing. It's not possible to revoke an order by using Whatsapp, text messages or by emailing a different email address than mentioned above.

3.15 When you've made a (pre) payment and you revoke your payment (validly), we will - after an agreement in writing - pay you back the amount paid within 14 days.

ARTICLE 4 - Establishment of the agreement

4.1 The agreement is established by accepting the offer of the client. This can be done in writing or electronically.

4.2 When you add changes to the agreement when accepting the agreement, the agreement will come into being when we've agreed to these changes in writing.

4.3 It's only possible to make changes, after the agreement is made, in consultation with and after an agreement in writing of

Isolatiespecialist.nl. This is done in order to prevent miscommunication.

ARTICLE 5 - Obligations of Isolatiespecialist.nl

5.1 Isolatiespecialist.nl will execute the work in the correct way, according to the stipulations which we've agreed to.

5.2 The work will be executed according to the guidelines of inspection bodies SKG-IKOB and 'Insula Certificatie'.

5.3 We'll make sure that the planning and execution of the work will be done within a reasonable time period. The period that we name are never to be regarded as a fatal term.

5.4 We try our best to execute the work on the agreed day and at the agreed time. Sometimes the planning does not go as planned, because of e.g. disappointing work, weather conditions or a technical failure. We can't be, for whatever reason, held liable for indirect consequential damage e.g. a recorded day off.

5.5 We want to prevent any damage. We ask you to show us any defects in construction and material of the object which is being worked on. This also applies to materials or tools which have been made available by the client. We cannot be held liable for any damage which is caused by deficiencies or when the deficiencies are not reported.

5.6 If during the viewing of the property, or before the execution, technical complications, deficiencies or errors are discovered, which make execution and following of the guidelines impossible, we cannot be held liable for possible damage or any other consequences.

5.7 We'll make sure that the insulation activities are done by qualified people.

5.8 We'll do our work carefully. This also applies for the drilling operations. However, when e.g. pipelines, channels or cables are hidden in the cavity wall, you need to inform us in writing in advance about the location. We cannot be held liable for unexpected drilling damage. This also applies to the drilling of ventilation grilles. When the crawl space is not accessible for us and we have to drill grilles or facades 'blind', we cannot be held liable for drilling damage to pipelines etc.

5.9 Isolatiespecialist.nl will exempt you from third-party liability (to compensate for damages) when we've caused this damage by negligence or by acting in the wrong way. If we've pointed out the possible risks to you in advance, we cannot be held liable by third-parties.

5.10 We have a duty to make our employees work safely. The spaces in which we have to work in need to be accessible (e.g. enough crawl hatches, enough working height), clean and dry. The working space also needs to be asbestos free (see 6.10). When you arrange the scaffolding, this needs to be correctly build in advance, so that our employees can work safely (see 6.9).

5.11 When our activities concern insulation of a house, part of the total sum (55%) of the expenses will fall under the low VAT rate (9%), the remaining part (45%) falls under the 21% VAT rate. If the government decides to change these rates, either an increase or a decrease, we'll have to pass these costs on to you.

ARTICLE 6 - Obligations of the client

6.1 You'll cooperate in making an appointment at a time which suits both of us. The order will have to be executed within 6 months after the order is issued. If you can't make yourself available after 6 months, the order will be cancelled. We then have to charge a cancellation fee (see 3.1 and 3.13)

6.2 You'll give Isolatiespecialist.nl the opportunity to do the work unhindered and uninterrupted. Someone needs to be at home on the agreed day and time, to give us access to the house or to the property.

6.3 You'll make sure that there is enough parking space (approximately 13 m² contiguously) and that parking permits are arranged, if necessary. Parking cost are always paid for by the client. If there is no parking space and our team has to drive off, Isolatiespecialist.nl will charge you € 350,00 excluding VAT (€ 423,50 including VAT) call-out costs.

6.4 You have the responsibility to provide us with information in a timely manner about e.g. the location of (gas)pipelines, cables or sewage. We would like to prevent any damage for which Isolatiespecialist.nl cannot be held liable for when the information is not provided to us at all, not provided in a timely manner or is wrongly provided by the client. Isolatiespecialist.nl cannot be held liable for any damage to hidden pipelines, wiring and/or drains.

6.5 You're responsible for applying for the subsidy in a correct and timely manner. Isolatiespecialist.nl cannot be held liable for an application which has not been done at all, which has been done incorrectly or which has been done too late by the client.

6.6 When there are bats or birds living in the cavity wall of your house, you're responsible for taking measures and taking these measures on time e.g. requesting a waiver or placing a bat box.

6.7 You'll make sure that water and electricity are provided. The costs for electricity, gas and water are at the expense of the client.

6.8 To make sure that we can do our work properly, the insulated rooms have to be clean and tidy (unless we've agreed to something different in writing). Canopy-roofs, wood storage, garden furniture and other items will have to be tidied up on time and obstructive vegetation will have to be repruned. Debris, roof tiles etc. need to be removed from the crawl space. The attic space will need to be free from furniture and other items. If it snows or there is glazed frost, the pavement will need to be clean in order for our team to do their work safely.

6.9 If other (preparatory) work needs to be carried out prior to the insulation work, by you or by third-parties, make sure that these are done timely and in advance, so that we are not delayed. If you suspect that there will be a delay, this needs to be reported at least 48 hours in advance. If the start or progress of the project will be delayed by circumstances, and this delay hasn't been reported at least 48 hours in advance, we have the right to recoup direct and indirect costs.

6.10 There must be no asbestos at the workplace. The removal of asbestos is your responsibility and at your expense.

6.11 To avoid leakage of cavity filling – during, but also after the insulation activities – it's important that the client has closed the open cavity connections and gaps (e.g. in the fuse box, in the attic, at the chimney, along window frames and expansion points). This prevents cleaning work, damage and material losses retrospectively. Closing of gaps etc. is your responsibility, Isolatiespecialist.nl is not responsible for leakages.

6.12 The crawl space is often a narrow and difficult to crawl in space, especially in combination with technical equipment. Therefore, we ask you to bundle internet cables and other hanging cables, so that technical malfunctions can be prevented. In the unlikely event that a technical malfunction does take place, the costs are at your expense.

6.13 It's important that the to be insulated crawl space is dry, when we are going to insulate your floor. We ask you to check this in a timely manner, especially when there is (heavy) rainfall. If there is water in the crawl space, this needs to be reported at least 24 hours in advance. When failing to check and report this, and the mechanic unfortunately has to drive off, Isolatiespecialist.nl will have to charge costs of €350,00 excluding VAT (€423,50 including VAT). Draining water out of the crawl space is not included in the price (see 3.3 and 10.8).

6.14 Again, the crawl space is often a narrow space. This space can become (even) less accessible by applying floor- or crawl space insulation. We advise you to check the sewerage and pipework in advance and have any repair- and replacement work carried out in advance. We are not responsible for a reduced access to the crawl space or sewerage and pipework.

6.15 Changing a confirmed appointment can be done free of charge, if this is done digitally and at least 48 hours in advance. Isolatiespecialist.nl charges cancellations that are done less than 48 hours in advance with a cancellation fee of €350,00 excluding VAT (€423,50 including VAT).

6.16 If you have any allergies, e.g. a certain type of glue, and you have doubts about a possible allergic reaction, we ask you to verify this at a (medical) specialist in advance. If this leads to the postponement of the execution, this has to be reported at least 48 hours in advance.

6.17 The client is responsible for notifying neighbours that insulation work will be done. This could be necessary because we might need to enter an adjacent garden or driveway, parking space needs to be freed, noise disturbance during a night shift or conflicting work which might lead to stagnation (e.g. painting work or facade renovation. If we have to stagnate or stop the work, the costs could be passed on to you.

ARTICLE 7 – Payment

7.1 The payment term for private clients is immediately after completion of the work. This is done by PIN, unless something is agreed to and confirmed in writing. The client will receive a digital invoice for the work carried out.

7.2 The corporate client has a payment term of 7 days after the invoice is received. If the credit report shows that the company has a score which is linked to a financial increased risk, Isolatiespecialist.nl is entitled to demand a payment in advance.

7.3 The consumer will always receive a written notice of default (reminder) which yet another payment term of 14 days (which enters on the day of receipt), in case of default. This does not hold up for corporate clients. In the event of late or incomplete payment, corporate clients are immediately in default by operation of law.

7.4 When you fail to pay the invoice, we're allowed to charge you with a legal interest just as extrajudicial collection costs. The tariffs of 7.5 and 7.6 apply.

7.5 The collections costs for corporate clients are 15% of the invoice amount, with a minimum amount of € 150,00.

7.6 The collection costs for the consumer are calculated according to the Scale Extrajudicial collection costs' (in Dutch: Staffel buitengerechtelijke incassokosten). This means:

Invoice amount up to and including	%	Maximum
€ 2.500,-	15%	€ 375,- (minimum € 40,-)
€ 5.000,-	€ 375,- plus 10% (claim minus € 2.500,-)	€ 625,-
€ 10.000,-	€ 625,- plus 5% (claim minus € 5.000,-)	€ 875,-
€ 200.000,-	€ 875,- plus 1% (claim minus € 10.000,-)	€ 2.775,-
> € 200.000,-	€ 2.775,- plus 0,5% (claim minus € 200.000,-)	€ 6.775,-

7.7 We can also decide to transfer the claim to a collection agency. These costs will be passed on to you.

7.8 When multiple people enter an agreement with us, e.g. a married couple or multiple partners, you are all jointly and severally liable for the payment of the entire amount which is agreed on.

7.9 Payments will first be deducted on outstanding interest, collection costs and compensation. Only afterwards the payment will be deducted on the regarding outstanding invoice.

7.10 Payment needs to be done by you without any deduction, settlement or suspension by a third-party, except for consumers.

ARTICLE 8 – Warranty

8.1 The warranty on insulation work is 10 years, unless another period is indicated. The warranty period is in any case always limited to the provided warranty of the supplier.

8.2 We also make mistakes. We will fix possible flaws after the completion of work, free of charge. Exceptions are flaws that cannot be attributed to us.

8.3 When we are responsible for damage, which is caused by our work, we will reimburse the repair costs. When repairment is not possible, we will consult you about compensation.

8.4 The following situations are exempt from a warranty:

- Damage that has occurred due to inadequate ventilation by the client
- Damage that has not been caused by us during and after the installation of insulation
- Damage that can't be traced back to the material and/or the execution
- Damage that is cause by a change of the indoor climate. A suspended floor often has (due to rising dampness from the crawl space) a higher humidity. By installing floor- or crawl space insulation, a drier climate is created. The floor finish may react to this (e.g. it can shrink or crack). We do not give any warranty on this.
- Damage due to external influences (e.g. leakages, groundwater level), changes in the situation (e.g. the application of a coat of paint on the exterior wall or the removal of parts of the facade or window frames), repairs and/or renovation by the client and/ or third-parties.

- Damage due to (structural) flaws or overdue maintenance. You can think of e.g. the construction method of the garden / paving, rainwater drains, improper drainage at balconies, poor anchorage of the facade, poor condition of water barriers, incorrect connection of lead flashings, flawed pointing and sealant work. This also includes damage to e.g. outdated sewers or pipelines in the crawl space.
- Damage a result of constructive inaccuracies or surprises. Here you can think of houses with cavity walls, where part of it turns out to be a stone wall unexpectedly.

8.5 We cannot be held liable for any damage – of any kind – that occurred due to incorrect or incomplete data from the client, even if this data has been shared with good intentions. This also applies when the data is not provided on time.

8.6 You only can claim a warranty on the insulation work when the invoice amount has been fully paid.

8.7 You, as client, carry the warranty. The warranty is not transferrable to third-parties

8.8 The communicated savings are based on data which are provided by Milieucentraal.nl, which is an independent platform. These are averages. The actual savings depend on e.g. family composition, heating behaviour, influences of the weather, and the energy prices.

ARTICLE 9 – Quality

9.1 We will execute the work according to the valid guidelines. Our work is checked unexpectedly and randomly on quality. This is done by an independent inspection body.

9.2 If you signal any flaws, you need to report this to us within 14 days –digitally through our 'Klantenportaal' – and supported by photos.

9.3 If you signal any flaws, we'll get – or the expert assigned by us – the opportunity to conduct research, so that we – for both parties – can find a solution and determine possible liability.

9.4 Restoring any damage is always done in consultation with you and Isolatiespecialist.nl. Quotations and prices for restoration are communicated in advance. Invoices of restorations which are done without any prior consultation will not be accepted.

9.5 Our liability is limited to the direct damage that is caused by us, with a maximum of the contract sum (and a damage amount up to a maximum of €25,000). The liability for consequential damages is in all cases barred.

9.6 The limitations of liability do not apply in cases of gross intent or gross negligence by Isolatiespecialist.nl or when the mandatory consumer law determines otherwise.

ARTICLE 10 – Additional- and less work

10.1 The offer in the quotation is a fixed contract sum, except for situations as described in 3.5 up to and including 3.7 and specific situations as described in 10.2 up to and including 10.8.

10.2 We're working with minimum exit fees. These fees are dependent on the insulation system. When less work than agreed is done, this will be calculated proportionally with a maximum of the minimum fee.

10.3 If during our work we come across risky pollution of the cavity wall (because of e.g. debris or masonry), we will remove this. This is additional work. We will of course communicate this with you in advance.

10.4 If we have to excavate a tunnel to create an accessible crawl space, the price is based on a maximum passage of 50 cm. If we have to excavate a broader passage than 50 cm's, because of e.g. the presence of the work floor, this is seen as additional work. If, after laborious excavation work, it turns out that the space – through the tunnel – is not suitable for insulation after all, the excavation work will be paid for by you.

10.5 The price of drilling ventilation grilles is based on the drilling in half masonry and half concrete. If it turns out that, during the drilling, there is a full concrete drill hole (more than 40 cm's), this is seen as additional work.

10.6 The price of drilling ventilation grilles is based on the execution in combination with the installation of the insulation. If the ventilation grilles are applied separately from the insulation, other prices apply.

10.7 If, in hindsight, it turns out that (extra) sub-floor ventilation needs to be applied, this is seen as additional work.

10.8 The draining of the water is not included in the price. We charge €350,- per hour (with a minimum amount of €100,-) for draining of the water.

ARTICLE 11 – Force majeure

11.1 In case of force majeure Isolatiespecialist.nl shall be free of obligation.

11.2 We are dependent on the weather. During extreme heat or low(er) temperatures outside, strong wind, or heavy rainfall, insulation work is not responsible to do. This is due to safety or quality assurance. This is force majeure.

11.3 Insulation is human work. If we can't execute our appointment because of sickness or quarantine measures (due to e.g. Covid-19), this is force majeure.

11.4 Other forms of force majeure are e.g. strikes, fire, flooding, water damage, wars and riots, company-, energy- and internet malfunction, non-delivery or late delivery by suppliers or not getting a permit (on time) from the government.

11.5 When the force majeure situation is of a lasting nature or when this is longer than 3 months, both parties have the right to dissolve the agreement. Hereby the other party does not have the right on any form of compensation.

ARTICLE 12 - Difference of opinion

12.1 The Dutch Law is applicable to all of our quotations, agreements and terms

12.2 If you're not satisfied about our service, we ask you to inform us so that together we can find a solution. This needs to be digitally confirmed by emailing klantenservice@isolatiespecialist.nl.

12.3 If we cannot find a mutual agreement, the following will happen:

- The dispute will be filed to the independent inspection body SKG-IKOB or 'Insula Certificatie'. They will judge whether the work was executed in accordance with the guidelines.
- When, after the judgement of the inspection body, there's no solution, the dispute will be filed to the arbitration committee of the VENIN.

- When the judgement of the arbitration committee of the VENIN does not lead to a proper solution, the dispute will be judged by an authorized judge. For consumers, this will be the authorized judge from their residence. For corporate clients, it will be the authorized judge from Gouda

12.4 If one of the clauses turns out to not be (entirely) legally valid, the remaining clauses shall remain in full force and effect.

Lastly

If you have any questions or comments about our Terms and Conditions, please let us know Info@isolatiespecialist.nl

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