

Terms and conditions

Atelier Hendriksen | Version: 10 October 2026

For design, bespoke products and execution. The quotation specifies what you order. Individual consumers retain all mandatory statutory rights.

Article 1. Scope and parties

1.1 Atelier Hendriksen is the contractor and seller, located at Ambachtenstraat 11, 1191 JM Ouderkerk aan de Amstel, the Netherlands, Chamber of Commerce 65528352, VAT number NL002252920B9. Contact: wouter@atelierhendriksen.com, +31 6 2365 1422. The client is the party entering into the agreement with Atelier Hendriksen. A consumer is an individual acting outside their trade, business or profession.

1.2 These terms apply to agreements in which they have been declared applicable and made available before or at conclusion in the manner required by law. Atelier Hendriksen provides the applicable version with the quotation or order confirmation in a form the client can retain. Publication on the website alone does not automatically make these terms applicable.

1.3 This version is intended for new agreements from 10 October 2026. The applicable version for existing agreements does not change without a valid further agreement. Statutory rights also continue to apply to existing agreements.

1.4 Specific contractual agreements take precedence over these terms. Changes should preferably be recorded in writing, including by email. Mandatory law always takes precedence; it cannot be waived to a consumer's detriment. If a provision is invalid, the remaining provisions continue to apply where possible.

1.5 Any purchasing terms of business clients are expressly rejected unless accepted in writing by the parties. Where references conflict, the parties establish which terms apply before entering into the agreement.

Article 2. Quotations and agreements

2.1 A quotation specifies the work or products, materials, dimensions, price or calculation method, payment stages and agreed schedule. Unless stated otherwise, it may be accepted for 30 days. Any reservation, such as availability of materials, is expressly stated in the quotation.

2.2 An agreement is formed by acceptance of the offer. Atelier Hendriksen confirms its content and applicable terms in writing. An enquiry or contact form message is not itself an order. Starting work without an instruction does not oblige the recipient to pay.

2.3 The parties record the approved design, selected materials, finish and relevant tolerances before production begins. Atelier Hendriksen explains natural variations and wood movement in advance. Variations are acceptable only within the agreed specifications and legal requirements; a general reference to craftsmanship does not exclude rights relating to defects.

2.4 Atelier Hendriksen does not unilaterally change the agreed price, materials or scope. A change requires a further agreement or a legal basis. Obvious errors are discussed promptly and do not entitle anyone knowingly to rely on a clearly incorrect price.

Article 3. Performance and cooperation

3.1 Atelier Hendriksen performs the work carefully and professionally in accordance with the approved arrangements and keeps the client informed of relevant progress and delays.

3.2 The client supplies reasonably necessary information in time and provides the agreed access and facilities. Required electricity, workspace, storage or other facilities are agreed in advance; not every facility is necessary for every project.

3.3 For measurements, materials or work supplied by the client, Atelier Hendriksen warns of errors or unsuitability it knows or reasonably should know about. This duty to warn and other statutory duties remain applicable. Any responsibility of the client is assessed according to causation and the law.

3.4 Atelier Hendriksen may engage suitable third parties and remains responsible for the agreed performance and persons assisting it as provided by law.

3.5 Unforeseen circumstances are discussed promptly. Alternatives and their consequences for price, quality and timing are agreed in advance. If continuing is not responsible, statutory options for suspension or termination apply.

Article 4. Designs, use rights and project photographs

4.1 Copyright and other intellectual property rights in original designs and documents remain with their rightsholder unless transferred in writing. Ownership of a delivered piece of furniture is distinct from copyright in its design. The rights of the client and third parties are respected.

4.2 The client receives the use rights required for the agreed project and for normal use, maintenance and legally permitted repair of the goods. Other reproduction, commercial exploitation or reuse of protected designs requires permission insofar as required by law. Statutory exceptions remain applicable.

4.3 Statutory remedies apply to infringement. These terms impose no fixed automatic penalty. Any compensation must be legally justified; the same loss is not compensated twice.

4.4 Photographing and publishing a project in a non-public space requires a separate arrangement with the client. Identifiable people, names, addresses, private belongings and confidential information are not published without an appropriate legal basis. Where consent is required, it is requested separately and may be withdrawn for future use. Refusing consent has no effect on performance of the project.

Article 5. Prices, payment and ownership

5.1 Consumer quotations state the total price including VAT and all mandatory costs that can be calculated in advance. If the price cannot be calculated in advance, the calculation method is stated. Business quotations clearly state whether amounts include or exclude VAT. Excluded transport, installation or other costs are identified in advance.

5.2 Unless validly agreed otherwise, delivery with installation uses these stages: 50% upon approval/measurement, 45% upon delivery of the agreed products and 5% upon completion. Under these terms, a consumer sale never requires more than 50% before delivery. Starting installation or bringing loose materials to the site does not automatically make the second instalment due if delivery has not yet occurred. Without installation, the balance is due on delivery. For design alone or execution without a product sale, payment stages are agreed separately in advance.

5.3 Payment is due within 10 days of the invoice date unless agreed otherwise. Atelier Hendriksen provides the invoice in time. Default arises only in accordance with the law. From default, the applicable statutory interest may be charged; statutory commercial interest applies to commercial transactions where applicable. There is no fixed contractual monthly interest rate.

5.4 For consumers, extrajudicial collection costs become due only after a correct, free written reminder following default that allows 14 days to pay, starting on the day after receipt. The reminder states the collection costs. Costs remain within the statutory scale. Statutory rules for interest and collection costs apply to business clients.

5.5 Delivered movable goods remain, insofar as legally possible, the property of Atelier Hendriksen until the claims that may be secured by a valid retention of title have been paid. This reservation gives no right to enter premises without permission. Statutory rules apply to fixtures, creation of a new item and other legal transfers of ownership.

5.6 While a valid retention of title applies, the client does not dispose of or encumber the goods without permission. Normal use is permitted. Statutory rights to suspend payment, set off claims or withhold a proportionate amount in relation to a defect are not excluded.

Article 6. Additional work, omitted work and changes

6.1 Additional work is discussed with the client in advance. Atelier Hendriksen states the work, price or calculation method and consequences for the schedule, and requests approval, preferably in writing. Statutory information and warning duties remain applicable.

6.2 For a contract for work, a price increase for additions or changes requested by the client may be claimed only where timely warning was given of its necessity, unless the client should have understood that necessity themselves. This statutory exception does not replace additional information duties that may apply to consumer agreements.

6.3 For an indicative price, the client is warned in time of a necessary increase exceeding 10%, allowing them to limit or simplify the work. A fixed price is not increased merely by recalculating actual costs; statutory exceptions remain applicable.

6.4 Omitted work is settled according to the work and costs actually avoided. Work already performed and unavoidable costs are explained; savings are taken into account. Article 10 also applies to partial cancellation. A change by a third party does not automatically entitle Atelier Hendriksen to extra payment.

Article 7. Scheduling, delivery and completion

7.1 The quotation or order confirmation states expected delivery and execution dates and whether a date is essential or binding. In the event of delay, Atelier Hendriksen reports its cause and the revised expectation. Statutory rights for late delivery, including setting an additional deadline or terminating where permitted, remain applicable.

7.2 In consumer sales, the risk of loss or damage passes when the consumer or a third party designated by them, other than the carrier, receives the product. A statutory exception may apply if the consumer engages a carrier not offered by Atelier Hendriksen. For contracts for work and other agreements, the statutory time of risk transfer applies. Merely bringing materials to the site does not transfer all risks to the client.

7.3 When the work is ready, Atelier Hendriksen invites the client to inspect it. The parties preferably record acceptance, defects and repair arrangements in a completion report. A unilateral notification or mere use is not automatically unconditional acceptance. Statutory rules on completion and acceptance remain applicable, as do rights relating to defects.

7.4 Reasonable, demonstrable extra costs resulting from a delay attributable to the client are reported promptly and minimised where possible. Extra storage or call-out costs are not passed on without substantiation or an applicable agreement.

Article 8. Statutory rights, additional warranty and complaints

8.1 Goods and work must meet the agreement and statutory requirements. Consumers have statutory rights for faulty products independently of commercial or manufacturer warranties. Dutch statutory product protection has no fixed one-, two- or three-year limit: reasonable expectations depend on the product, price, quality and agreed arrangements, among other factors.

8.2 Report a defect as soon as possible after discovery. In consumer sales, notification within two months of discovery is always timely. For other agreements, statutory notification duties are assessed according to the circumstances. There is no general eight-working-day expiry period after completion. Email is useful as evidence, but statutory rights do not depend on complaining exclusively in writing.

8.3 For defects covered by statutory rights, Atelier Hendriksen provides legally required repair or replacement free of charge, within a reasonable time and without significant inconvenience. Necessary transport, removal, installation and call-out costs are also treated in accordance with the law. Where legally permitted, the client may request a price reduction, termination or compensation. Statutory evidential rules remain applicable, including the presumption for defects appearing within one year of delivery in consumer sales.

8.4 In addition, Atelier Hendriksen offers a supplementary commercial arrangement for defects in materials and workmanship of the work supplied by the atelier for three years after delivery or completion: 100% of necessary repair costs in the first year, 66% in the second and 33% in the third. This applies only as an additional benefit where statutory rights do not require a free remedy. It never reduces statutory rights; these percentages therefore do not require a contribution for a statutory remedy. The arrangement has no geographical restriction and applies to the original client. Different additional warranties are recorded separately in writing.

8.5 The additional arrangement does not cover damage insofar as demonstrably caused by incorrect use, unsuitable conditions, inadequate maintenance, modifications or normal wear. A modification or damp subfloor does not automatically exclude every claim. Atelier Hendriksen must fulfil its own information, warning and performance duties. Statutory allocation of the burden of proof is not changed.

8.6 Atelier Hendriksen remains the point of contact for the product it sold, including supplier components. Supplier or manufacturer warranties may give extra rights but do not replace the seller's statutory responsibility.

8.7 For complaints or additional warranty claims, contact Atelier Hendriksen at wouter@atelierhendriksen.com, +31 6 2365 1422 or the address in article 1. If possible, identify the order, defect and date of discovery. The client allows investigation and repair insofar as reasonable and legally required. These terms together with the order confirmation may serve as a retainable warranty certificate; the applicable version is provided with the order.

Article 9. Liability and loss

9.1 The liability of both parties is determined by law. These terms do not generally exclude liability for attributable errors, damage during work on site or errors by persons assisting performance.

9.2 Compensation is not made dependent on an insurer's payment and is not limited to the invoice amount by these terms. Any separate business liability arrangement must be legally valid; mandatory consumer rights remain unaffected.

9.3 Loss, causation, attribution, contributory fault and reasonable mitigation duties are assessed under the law. Report damage promptly and prevent further loss where reasonable. This does not change statutory notification duties or limitation periods.

9.4 Responsibilities for storage and security are agreed in advance where necessary. Such an arrangement does not transfer a risk that remains with Atelier Hendriksen under mandatory law.

Article 10. Cancellation and termination

10.1 Withdrawal during a statutory cooling-off period, cancellation of a commission and termination for breach are different rights. Article 16 covers cooling-off periods. Statutory options for repair, suspension, price reduction or termination apply in the event of a breach; no general cancellation penalty is imposed on those remedies.

10.2 A client may cancel a contract for work wholly or partly under article 7:764 of the Dutch Civil Code. Settlement consists of the agreed price less savings arising from cancellation, applying the statutory rules. Atelier Hendriksen substantiates the settlement and accounts for avoided work, returnable materials and other savings. No further fixed 10% surcharge is added.

10.3 Statutory cancellation rules apply to a contract for services, such as independent design or advice. A consumer may cancel the commission at any time and owes no damages merely for doing so. Reasonable remuneration for work performed and reimbursable expenses may be payable under the law. Amounts already paid are credited against the lawful settlement.

10.4 A separate sale without a statutory cooling-off period or another termination ground does not carry a general right to free cancellation. The parties may agree termination and determine compensation in advance based on reasonable, substantiated loss or costs. Savings and opportunities for reuse are considered; the same item is not compensated twice.

10.5 For non-payment or another breach, a party may terminate insofar as the breach justifies it. Where required by law, the other party first receives a written notice of default with a reasonable remedy period. Bankruptcy, suspension of payments or attachment gives termination rights only insofar as permitted by law and a valid agreement; these rights are not presumed to be unlimited.

Article 11. Disputes and applicable law

11.1 The agreement is governed by Dutch law. This choice does not deprive a consumer of protection from mandatory rules of their country of habitual residence insofar as applicable under the relevant rules of private international law.

11.2 The parties first seek to resolve a complaint or dispute through discussion. Discussion is not a mandatory precondition to exercising statutory rights or going to court.

11.3 A dispute may be submitted to the court with jurisdiction under the statutory rules. These terms do not oblige a consumer to go exclusively to a court in Amsterdam.

Article 12. Confidentiality and personal data

12.1 The parties handle non-public project information and other clearly confidential information carefully and share it only where necessary for performance, professional advice or a legal obligation. A client may discuss the agreement with an adviser, regulator or court and may give an honest review of the service.

12.2 Processing personal data requires an appropriate GDPR legal basis, clear information, security and limited retention. Acceptance of these terms does not automatically constitute consent for advertising, publication of personal data or another separate purpose.

12.3 The website privacy information describes the contact form, external map and privacy rights. For additional processing related to a specific commission, Atelier Hendriksen provides the relevant information before processing. Privacy questions and requests can be sent to wouter@atelierhendriksen.com.

Article 13. Force majeure

13.1 Force majeure exists only where a failure cannot legally be attributed to the party concerned. Illness, supplier problems, weather or outages are not automatically force majeure; the circumstances, arrangements and available alternatives determine this.

13.2 The affected party reports the cause, expected duration and consequences promptly and mitigates them where reasonably possible. Only obligations actually prevented may be suspended. Obligations that can be performed, such as providing information or a due refund, do not automatically disappear.

13.3 For temporary obstacles, the parties agree a revised schedule where possible. For permanent obstacles or a delay justifying termination, either party may terminate wholly or partly in accordance with the law. Non-attributable failures do not give rise to damages insofar as the law so provides.

13.4 On termination, settlement follows the law. Advance payments for unprovided performance are refunded insofar as no lawful entitlement exists. Force majeure gives no general right to retain all amounts received.

Article 14. Suspension and right of retention

14.1 A party may suspend performance only if statutory conditions are met, including sufficient connection and proportionality. Where reasonable and required, the reason is reported in advance and an opportunity to remedy is given. The client also retains statutory suspension rights.

14.2 Atelier Hendriksen may exercise a statutory right of retention only over an item lawfully in its possession where the required connection with the claim and other statutory conditions exist. There is no general right of retention over all client property. Third-party rights are assessed according to the law.

14.3 Consequences of lawful or unlawful suspension and any liability are determined by law. These terms do not exclude liability for unjustified suspension.

Article 15. Ongoing cooperation and notice

15.1 An ongoing agreement states its duration, performance, costs and termination options. Unless validly agreed otherwise, an indefinite business cooperation agreement has a two-month notice period. The type of agreement, mandatory law and requirements of reasonableness and fairness may require a different period or additional obligations.

15.2 A consumer may terminate an indefinite ongoing agreement with no more than one month's notice, unless the law provides for a shorter period or immediate cancellation. Tacit continuation of a consumer agreement does not create a new fixed term contrary to the law. Any fixed duration and its validity are clearly agreed in advance.

15.3 Statutory rights to cancel a contract for services or work remain applicable; article 10 may apply. Consumers may give notice by email and need not follow a more difficult process than when entering the agreement. During a valid notice period, agreed obligations remain applicable insofar as legally due.

15.4 Termination for breach or compelling circumstances is permitted only within statutory limits and, where required, after warning and a reasonable remedy period. Outstanding performance and advance payments are settled lawfully.

Article 16. Consumer cooling-off periods and withdrawal

16.1 For distance or off-premises contracts, consumers have a statutory right of withdrawal where provided by law. The normal period is 14 days: for services from the day after conclusion and for products from the day after receipt by the consumer or their designated third party. For several separately delivered products or parts, the applicable period begins after receipt of the last product or part. Consumers may also withdraw before delivery.

16.2 The bespoke exception applies only to products made to consumer specifications or clearly personalised within the statutory definition. A standard product or a separate design or installation service is not exempt merely because it is called 'bespoke'. Atelier Hendriksen identifies the specific applicable exception before conclusion. Contracts concluded on business premises do not automatically have a statutory cooling-off period.

16.3 A service starts during the cooling-off period only at the consumer's express request. For off-premises contracts, that request is recorded on a durable medium. On withdrawal, a proportionate payment is due only if statutory information and request requirements have been met. The right of withdrawal for a fully performed service is lost only if the consumer expressly agreed beforehand to performance and acknowledged that full performance would end that right.

16.4 Withdrawal may be made by an unequivocal declaration to wouter@atelierhendriksen.com or the address in article 1. The model form below is optional. Sending the declaration in time is sufficient. On receipt by email, Atelier Hendriksen confirms withdrawal in a retainable form.

16.5 After valid withdrawal, Atelier Hendriksen refunds payments received, including the cost of the offered standard delivery, within 14 days of notification using the same payment method unless otherwise agreed, without refund fees. Extra charges for a more expensive delivery selected by the consumer need not be refunded. For products, reimbursement may be withheld until return or evidence of dispatch, unless Atelier Hendriksen offers to collect them itself.

16.6 Products are returned within 14 days of withdrawal notification unless collected by Atelier Hendriksen. Return costs are payable by the consumer only if clearly disclosed beforehand; for products that cannot be returned by ordinary post, costs are stated or reasonably estimated in advance. Otherwise Atelier Hendriksen bears those costs. Statutory rules for certain products delivered under off-premises contracts remain applicable. Any reduction in value from handling beyond what is necessary to inspect the product is charged only under statutory conditions.

16.7 Before conclusion, Atelier Hendriksen provides the legally required information on cooling-off periods, exceptions and the model form, and confirms the agreement on a durable medium. Missing withdrawal information may extend the statutory period by up to 12 months after the original period ends. Statutory consequences of information supplied later remain applicable.

Model withdrawal form

Complete this form only to withdraw from a contract with a statutory cooling-off period. You can copy it and send it by email or post.

To: Atelier Hendriksen, Ambachtenstraat 11, 1191 JM Ouderkerk aan de Amstel, the Netherlands;
wouter@atelierhendriksen.com.

I/We hereby give notice that I/We withdraw from my/our contract for the sale of the following goods / provision of the following service:

Goods or service:

Ordered on / received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s), only if submitted on paper:

Date:

Delete as appropriate.