



General Terms and Conditions - Consumers

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Article 1 – Definitions

1. Contractor: Kozedor B.V., a private limited liability company with its registered office in Hoofddorp, registered with the Chamber of Commerce under number 99428458.
2. Consumer: any natural person acting for private purposes and not in the course of a profession or business, who enters into an agreement with the Contractor.
3. Agreement: the agreement between the Contractor and the Consumer concerning the supply and installation of windows, doors and similar or related constructions, as well as any other related components and all associated services.
4. Products: windows, doors and similar or related constructions supplied and installed by the Contractor, as well as any other related components.
5. Right of withdrawal: the right of the Consumer to withdraw from the agreement within the cooling-off period.
6. Element: each individual window, door, façade section, roller shutter or other individual accessory that forms part of the Agreement and can function independently of other elements.
7. Completion: the moment at which an Element is deemed completed in accordance with Article 12(3).

Article 2 – Applicability

1. These general terms and conditions apply to all offers and agreements between the Contractor and the Consumer.
2. Deviations are only valid if agreed in writing.
3. The Contractor may amend these terms and conditions. The amended terms and conditions do not apply to agreements already concluded.
4. These general terms and conditions are provided to the Consumer as an attachment to every quotation (digitally or on paper). By accepting a quotation to which these terms and conditions are attached, the Consumer confirms that they received these terms and conditions before concluding the agreement, have taken note of them and accept them.

Article 3 – Formation of the agreement

1. The agreement is concluded upon written confirmation of the order by the Consumer.
2. The agreement concerns custom-made products, unless expressly agreed otherwise.
3. The final measurement of the Elements is carried out by or on behalf of the Contractor. The dimensions established by the Contractor and approved by the Consumer in the technical specification are decisive for production; dimensions supplied by the Consumer are indicative, unless stated otherwise.
4. The Contractor records the dimensions, layout, opening directions, colours, glazing, hardware and other specifications of the Elements in writing in the quotation and its accompanying attachments, including the technical specification (technical sheet), drawings and – where applicable – the specifications of accessories. The Consumer checks the quotation and all accompanying documents for accuracy and completeness and approves them in writing before the Contractor starts production. After approval, the quotation and its accompanying documents are binding for production.

5. Changes requested by the Consumer after approval of the technical specification are subject to acceptance by the Contractor and constitute additional work. The Contractor indicates the consequences for price and delivery time in advance; the change is only implemented after the Consumer's written consent.

Article 4 – Prices

1. All prices are in euros and include transport and installation, unless stated otherwise.
2. All prices always include VAT.
3. The agreed price is fixed. The Contractor is only entitled to increase the price in the following cases:
 - a. a change in the VAT rate or in other statutory charges that takes effect after conclusion of the agreement; this is passed on one-to-one;
 - b. additional work or changes requested by the Consumer after approval of the technical specification, in accordance with Article 3(5);
 - c. extra work resulting from circumstances that were not known or reasonably visible when the quotation was drawn up, in accordance with Article 12(2), after the Consumer's written consent;
 - d. if, due to the Consumer (for example, delayed approval of the technical specification or delayed payment of the deposit), production can only be ordered more than three months after conclusion of the agreement and the Contractor's purchase prices have risen in that period; the increase is limited to the demonstrable rise;
 - e. if, more than three months after conclusion of the agreement, the Contractor's cost price (materials, production, transport, energy) has risen by more than 5% due to circumstances beyond its control; the increase is limited to the demonstrable rise.
4. A price increase under paragraph 3(d) or (e) is communicated to the Consumer in writing, with substantiation, before production is ordered. In that case the Consumer has the right to dissolve the agreement in writing within 14 days of the notification for the part for which production has not yet been ordered, without owing the cancellation fee under Article 8. Amounts already paid for that part are refunded within 14 days. Outside the cases listed in paragraph 3, cost increases are not passed on to the Consumer.

Article 5 – Payment

1. Payment shall be made to an account designated by the Contractor.
2. Payment shall be made as follows, unless agreed otherwise in writing:
 - o 50% deposit before commencement of the work;
 - o 30% of the total amount must be credited to the Contractor's bank account no later than the day of installation;
 - o 20% of the total amount must be paid within 7 days after Completion of the last Element of the Agreement.
3. If the agreement covers only the supply of Products, without installation by the Contractor, payment shall be made as follows, unless agreed otherwise in writing: 50% of the total amount as a deposit upon acceptance of the quotation, before production is ordered, and the remaining 50% as soon as the Contractor notifies that the Products are ready for shipment, before dispatch. The Contractor dispatches the Products only after the full amount has been received; storage costs at the factory or at the Contractor resulting from late payment are for the Consumer's account.
4. The final instalment of 20% relates exclusively to the Elements and work included in the original quotation. If one or more Elements cannot be completed (on time), for whatever reason, the Contractor is entitled to invoice the final instalment in full or in part, pro rata to the Elements completed. The remaining part of the final instalment is due within 7 days after Completion of the remaining Elements. Non-completion of one or more Elements does not entitle the Consumer to suspend payment for the Elements that have been completed.

5. Additional work not included in the original quotation will be invoiced separately and does not fall under the payment terms of paragraph 2.
6. Work will only commence after the deposit has been received.
7. In the event of late payment, the Contractor is entitled to suspend performance.
8. A payment is deemed received as soon as the amount has been credited to one of the Contractor's bank or giro accounts or has been handed over to the Contractor against issue of a receipt.
9. If the payment term stated on the invoice is exceeded, the Consumer is in default by operation of law. In that case the Contractor sends a payment reminder granting the Consumer a further 14 days to pay. If payment is still not received, the Consumer owes the statutory interest for consumer transactions from the due date, as well as extrajudicial collection costs in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten).

Article 6 – Retention of title

1. All Products supplied by the Contractor that have not yet been installed remain the property of the Contractor until the Consumer has fully met all payment obligations under the agreement. The retention of title lapses by operation of law at the moment a Product becomes part of the dwelling through installation; the Consumer's payment obligation remains fully in force.
2. If, during the period of retention of title, Products are destroyed, lost, damaged, stolen or otherwise can no longer be returned to the Contractor, the Consumer remains fully liable for the resulting damage. In that case, the Consumer is obliged to compensate the Contractor for the replacement value of the Products, without prejudice to the Contractor's right to additional compensation.
3. The Consumer undertakes to cooperate with the return of Products not yet installed at the Contractor's first request, if the Consumer is in default of their payment obligations.

Article 7 – Right of withdrawal

1. If the agreement is concluded away from the Contractor's business premises (for example at the Consumer's home) or at a distance (for example by e-mail), the Consumer has the statutory right to withdraw from the agreement within 14 days of its conclusion without giving reasons.
2. Pursuant to Article 6:230p(f) of the Dutch Civil Code, the right of withdrawal does not apply to Products manufactured according to the Consumer's specifications or clearly intended for a specific person (custom-made products). Windows, doors and façade elements produced to size, as well as related accessories made to size such as roller shutters, screens, insect nets, sills and window boards, are custom-made products. The Contractor informs the Consumer of this before the agreement is concluded; by accepting the quotation, the Consumer confirms being aware of this and that the right of withdrawal does not apply to these Products.
3. Insofar as the agreement includes Products or services that are not custom-made, the statutory right of withdrawal applies to them. If the Consumer expressly requests that performance of services begins within the withdrawal period and subsequently withdraws, the Consumer owes a proportionate part of the price for the part already performed.

Article 8 – Cancellation by the Consumer

1. Cancellation of the agreement by the Consumer after its conclusion is only possible against payment of a cancellation fee. If the Products are custom-made, the Contractor's costs depend on the stage the order has reached. The fee amounts to:
 - up to and including the final measurement: a fixed amount of EUR 250 including VAT for measurement and preparation.
 - after approval of the technical specification, but before the Contractor has placed the production order with the factory: 20% of the agreed price;
 - after the Contractor has placed the production order with the factory: the Contractor's actual production, transport and preparation costs, with a minimum of 50% of the agreed price. The

- Contractor substantiates these costs at the Consumer's request; the Consumer may require that the produced Products be delivered to them;
- o after delivery to the Consumer's address: 100% of the price of the delivered Products, less the installation work that will no longer be performed.
2. The Contractor sets off the cancellation fee against the deposit already paid and refunds any surplus within 30 days, or invoices any shortfall.

Article 9 – Delivery and delivery time

1. All delivery times and execution periods stated by the Contractor are indicative and not fatal deadlines, unless expressly agreed otherwise in writing.
2. When determining the delivery time and/or execution period, the Contractor assumes that it can perform the order under the circumstances known to it at that time.
3. If a delivery is delayed or an order cannot be executed, the Consumer will be informed as soon as possible.
4. If an indicative delivery time is exceeded, the Consumer may give the Contractor written notice of default and grant a reasonable further period of at least six weeks. If delivery does not take place within that period either, the Consumer is entitled to dissolve the agreement for the undelivered part. The Contractor is not liable for damage caused by delay.
5. The risk of damage to or loss of products lies with the Contractor until the moment of delivery to the Consumer.
6. The delivery time and/or execution period only commences once agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings and the like are in the Contractor's possession, the agreed (instalment) payment has been received, and the necessary conditions for execution of the order have been met.
7. The Contractor has the right to supply goods that deviate slightly in colour and/or pattern from the model, sample or example.
8. When transporting to postcodes designated by the carrier as a "remote area or hard-to-reach area", the additional costs incurred may be charged afterwards.
9. For transport to the Wadden Islands area, additional costs may be charged afterwards.
10. For transport to countries outside the Netherlands, additional transport costs may apply.

Article 10 – Obligations of the Consumer

1. The Consumer shall provide a clean, safe and suitable space for installation.
2. Before the work starts, the Consumer informs the Contractor of all circumstances known to them that may affect performance, including the location of pipes, cables and wiring in or near the Elements to be replaced, the presence or suspicion of asbestos, wood rot, cracking or non-standard constructions, and previous renovations.
3. Any delay or damage resulting from failure to meet this obligation is for the account of the Consumer.
4. The Consumer is responsible for damage to Products in the period between delivery and installation, as long as they are located on the Consumer's premises.
5. The Consumer shall give the Contractor unhindered access to the work area during the agreed working days and hours and shall ensure the work area is clear of furniture, curtains, plants and other obstacles within 1.5 metres of the Elements to be replaced.
6. During the work, the Consumer, household members and third parties shall refrain from disturbing, interrupting or directing the installers. Questions, wishes and instructions are given exclusively through the Contractor's contact person and not directly to the installers.
7. The Consumer keeps children and pets away from the work area for the duration of the work.
8. Insofar as available at the location, the Consumer provides the installers with electricity (230V), water and toilet access free of charge for the duration of the work. If the location does not have these facilities

(for example a new build or an unoccupied dwelling), the Consumer informs the Contractor before the work starts so that the parties can agree on arrangements.

9. The Contractor is entitled to take photographs of the work carried out and the installed Elements and to use them – without mentioning the Consumer's name, address or other personal data – for reference and promotional purposes, unless the Consumer objects in writing before or at Completion.
10. If, due to the Consumer or persons on the Consumer's side, the work cannot be carried out, cannot be carried out on time, or cannot be carried out without disturbance, this constitutes an impediment on the part of the Consumer. In that case the Contractor is entitled to interrupt the work and resume it at a later date; the resulting delay is not attributable to the Contractor and the execution period is extended accordingly.
11. The risk of an installed Element passes to the Consumer at the moment of Completion of that Element in accordance with Article 12(3).

Article 11 – Permits and municipal charges

1. The Contractor is not responsible or liable for the application for, obtaining of and/or costs of any sufferance tax (precariobelasting), RVV exemptions, temporary traffic measures and other municipal permits or consents required for the execution of the agreement.
2. Applying for these permits and exemptions, as well as bearing the associated costs, is entirely for the account and risk of the Consumer.

Article 12 – Installation and completion

1. Installation is carried out by or on behalf of the Contractor.
2. If, during the work, asbestos, wood rot, cracking, non-standard or unsound constructions, unindicated pipes or cables, or other circumstances are encountered that were not known or reasonably visible when the quotation was drawn up, the Contractor is entitled to suspend the work on the Element concerned. The Contractor informs the Consumer and issues an additional quotation for the necessary extra work or proposes an adapted method of execution. The extra work is only carried out after the Consumer's written consent. The Contractor does not carry out asbestos removal.
3. Completion notice: as soon as all work agreed for an Element (or a group of Elements) has been performed, the Contractor notifies the Consumer in writing or digitally (by e-mail or via the messaging channel used for the order), with or without photographs.
4. Completion: an Element is deemed completed and approved at the earliest of the following moments, regardless of whether an installation inspection report has been drawn up or signed:
 - written approval by the Consumer;
 - expiry of 5 working days after the completion notice without the Consumer having raised a written and specified objection;
 - the Consumer taking the Element into use;
 - payment of the instalment relating to the Element.
5. An objection must specifically describe which defect is alleged in which Element. Minor defects that do not prevent use of the Element do not stand in the way of Completion; the Contractor will remedy these within a reasonable period.
6. Photographs, video recordings, digital messages, installer reports and other records of the Contractor serve between the parties as evidence of the performance of the work and of the condition of the Element at Completion. The Contractor is entitled to make such records at the Consumer's premises.
7. The Contractor may, at its own discretion, draw up an installation inspection report for individual Elements or for all Elements of an order together. The inspection report is not a condition for Completion or for the commencement of the warranty.
8. Maintenance requirements are set out in the manufacturer's maintenance instructions, which the Contractor provides to the Consumer on request.

9. After Completion, the Consumer can no longer rely on defects that were visible at Completion and were not reported in time, without prejudice to the Consumer's statutory rights regarding hidden defects.

Article 13 – Warranty

1. The warranty on the supplied products is specified in the quotation. If no separate warranty conditions are included in the quotation, the Consumer's statutory rights apply. The warranty relates exclusively to manufacturing and installation defects.
2. The warranty period commences per Element on the date of Completion as referred to in Article 12(3), and not on the date of any later inspection report or on the Completion of other Elements under the same order. The Consumer's statutory rights remain unaffected.
3. The warranty lapses if damage is the result of:
 - o Incorrect use;
 - o Insufficient or incorrect maintenance;
 - o Unauthorised modifications or repairs carried out by the customer or another third party;
 - o Structural movement in the building causing misalignment;
 - o Force majeure or external influences.
4. The following are in any event excluded from the warranty:
 - o glass breakage and damage to glass after Completion, regardless of the cause;
 - o condensation on the inside or outside of insulating glass; this is a physical phenomenon and not a defect;
 - o normal wear, discoloration and dimensional deviations within the manufacturer's tolerances;
 - o sealants and seals after a period of two years from Completion;
 - o damage caused by cleaning with abrasive, corrosive or solvent-based products;
 - o adjustment of hardware after the maintenance period stated in the quotation.
5. Claims under the warranty granted by the Contractor cannot be invoked as long as the Consumer is in default of any payment obligation under the agreement. This does not affect the Consumer's statutory rights.

Article 14 – Complaints

1. Complaints about the performance of the agreement or about the Products must be reported by the Consumer to the Contractor in writing, with a clear description and preferably with photographs, within a reasonable time and in any event within two months of discovery.
2. The Contractor confirms receipt of a complaint within 5 working days and provides a substantive response within 15 working days of receipt or, if an on-site inspection is required, an indication of the period within which the Consumer can expect a response.
3. The Consumer gives the Contractor the opportunity to investigate the complaint on site and, if the complaint is justified, to remedy the defect or replace the Product within a reasonable period. Repair or replacement by the Contractor takes precedence over other remedies, unless this cannot reasonably be required of the Consumer.
4. A complaint does not suspend the Consumer's payment obligation for the part of the price that is not in dispute.
5. If the Consumer and the Contractor cannot reach a solution, the Consumer may submit the dispute to the competent court in accordance with Article 17, or to any disputes committee to which the Contractor is affiliated.

Article 15 – Liability

1. The Contractor's liability per event is limited to the amount paid out in the relevant case by the Contractor's liability insurer or – if the insurer does not pay out – to the invoice amount of the agreement.

2. The Contractor is not liable for indirect or consequential damage, including loss of enjoyment of the home, removal and accommodation costs and loss of income.
3. The Contractor is not liable for damage to pipes, cables, wiring and other services concealed in the wall whose location was not indicated in advance by the Consumer and which were not reasonably visible, nor for damage resulting from the condition of the existing building structure, such as wood rot, cracking, unsound substructures or non-standard dimensions.
4. When removing existing Elements, limited damage may occur to plasterwork, tiling, wallpaper, paint and connections. Such damage is inherent to the work and does not give rise to compensation; its repair is not included unless expressly agreed otherwise.
5. The limitations and exclusions of liability in these terms and conditions do not apply if the damage results from intent or deliberate recklessness on the part of the Contractor or its managers, nor insofar as the law does not permit a limitation of liability.

Article 16 – Force majeure

1. In the event of force majeure, the Contractor is entitled to suspend performance or to (partially) dissolve the agreement without liability for damages.
2. The Contractor retains the right to invoice the Consumer for the part of the agreement already performed, insofar as this is reasonable and proportionate to the work carried out.
3. If a temporarily suspended part of the agreement is performed at a later date, the Consumer is obliged to pay the agreed consideration for it, without entitlement to a discount, unless agreed otherwise in writing or unless reasonableness and fairness require otherwise.
4. Force majeure means any circumstance beyond the Contractor's control that temporarily or permanently prevents performance, including in any case: natural disasters, war, pandemics, fire, strikes, energy crises, government measures, transport disruptions and shortcomings of suppliers.

Article 17 – Applicable law and disputes

1. This agreement is governed exclusively by Dutch law.
2. Disputes shall be submitted to the competent court of the Consumer's place of residence.
3. Contract documents are provided in Dutch or in English. Where both a Dutch and an English version of a document exist, the Dutch version is binding in the event of any difference, including in court. English terms are interpreted according to Dutch law.