

TERMS AND CONDITIONS – CINEWALLCENTER B.V.

1. General

1.1 These general terms and conditions apply to all offers, quotations, and agreements of Cinewallcenter B.V., Chamber of Commerce number 98407457, located in The Hague.

1.2 By accepting a quotation, placing an order, or making an appointment, the customer agrees to these general terms and conditions.

2. Definitions

2.1 In these general terms and conditions, the following definitions apply: Agreement: any agreement concluded between Cinewallcenter B.V. and the customer.

Customer: the natural person or legal entity that enters into an agreement with Cinewallcenter B.V.

3. Quotations and Offers

3.1 All quotations and offers from Cinewallcenter B.V. are non-binding, unless a term for acceptance is stated in the quotation.

3.2 The stated prices include VAT and other government levies, unless otherwise stated.

3.3 Quotations are based on the information provided by the customer. If this information proves to be incorrect, Cinewallcenter B.V. reserves the right to adjust the prices or schedule.

4. Installation

4.1 The standard price for the Cinewall includes installation, labor, materials, plasterwork, and, if applicable, an integrated fireplace and lighting.

4.2 A complete installation usually takes one business day. If additional painting or other work is required, a separate date will be scheduled for this.

4.3 Installation normally takes place within 2–3 weeks of ordering. The exact date will be determined in consultation with the customer.

4.4 The customer is obligated to ensure that the installation work can take place on the agreed date. Any delays caused by the customer may incur additional costs.

4.5 The customer is responsible for taking sufficient precautions to protect floors, furniture, and other interior components during installation. Cinewallcenter B.V. is not liable for any damage to such items resulting from the execution of the work.

4.6 Cinewallcenter B.V. is authorized to have work carried out, in whole or in part, by a subcontractor.

4.7 Cinewallcenter B.V. remains the client's sole point of contact for all communications at all times.

5. Payment

5.1 After the customer signs the quote, Cinewallcenter B.V. will charge a deposit of 50% of the total amount, unless otherwise agreed in the quote or otherwise in writing.

5.2 The deposit will be invoiced after acceptance of the quote and must be paid within 14 days of the invoice date, or 7 days before the date on which the work is scheduled or will be carried out.

5.3 If a partial advance payment is made, the remaining amount must be paid no later than the day the work commences, before the work begins.

5.4 Payment must be made by bank transfer. For security reasons, cash payment is only permitted in exceptional circumstances.

5.5 If payment is not made within the specified period, Cinewallcenter B.V. reserves the right to reclaim the delivered product or retain ownership of it until full payment has been made. 5.6 If no one is present at the delivery address on the agreed delivery or execution date, or if the work cannot be carried out due to the client's actions (such as the space not being ready or the remaining payment not being made), the original deposit will be forfeited in full and will remain the property of Cinewallcenter B.V. to cover costs incurred, reserved time, and missed work. A new 50% deposit is required to schedule a new appointment, after which the remaining amount for the new appointment must be paid before the work commences.

6. Additional Costs

6.1 The following items are not included in the standard price and must be provided by the client or charged separately: plasterwork for existing walls, television, cabling, wall bracket, sound bar, and painting.

6.2 Cinewallcenter B.V. can provide the necessary wall bracket; the cost depends on the type and size of the television (estimated between €150 and €200).

6.3 Any travel expenses will be communicated to the client in advance.

7. Warranty and Complaints Procedure

7.1 Cinewallcenter B.V. provides a standard 2-year warranty on the construction of the Cinewall and a 6-month warranty on the included fireplace. The warranty covers only structural defects during normal use.

7.2 The warranty is void in the event of normal wear and tear, improper use, damage caused by third parties, or external factors.

7.3 Complaints about the delivered products or services must be reported in writing within a reasonable period of discovery.

7.4 If a complaint is justified, Cinewallcenter B.V. will still carry out the work as agreed, unless this has demonstrably become pointless for the customer.

8. Liability

8.1 Cinewallcenter B.V. is not liable for damage caused by use of the product contrary to the provided instructions.

8.2 Cinewallcenter B.V.'s liability is in any case limited to the invoice amount excluding VAT for the relevant delivery or service.

9. Cancellation and Changes

9.1 Cancellation of an order or appointment must be made in writing.

9.2 In the event of cancellation on or within 7 days before the scheduled installation date, 50% of the deposit will be retained and this amount remains the property of Cinewallcenter B.V. to cover preparation costs, reserved time, and missed work. In the event of cancellation on or within 3 days before the scheduled installation date, the entire deposit will be forfeited and will remain the property of Cinewallcenter B.V. to cover costs, reserved time, and missed work.

9.3 Changes to the order may incur additional costs and must be communicated to Cinewallcenter B.V. in a timely manner. to be passed on.

10. Force Majeure

10.1 Cinewallcenter B.V. is not obligated to fulfill any obligation if prevented by force majeure.

10.2 Force majeure means any circumstance beyond the control of Cinewallcenter B.V. that prevents the fulfillment of obligations in whole or in part. In the event of force majeure, Cinewallcenter B.V. has the right to extend the delivery period without being liable for damages.

11. Intellectual Property

11.1 All designs, drawings, models, etc. provided by Cinewallcenter B.V. remain the property of Cinewallcenter B.V. and may not be copied or used without written permission.

12. Customer Obligations

12.1 The customer must provide all information and approvals necessary for the execution of the work in a timely manner.

12.2 The customer must ensure that the location where the Cinewall will be installed is freely accessible and meets the requirements for a safe and efficient installation.

12.3 The customer is responsible for providing complete, written, and upfront information regarding the presence of gas, water, heating, and electricity lines, as well as other hidden structures or installations in the wall against which the Cinewall will be installed, as well as on both side walls.

12.4 Cinewallcenter B.V. cannot be held liable for damage caused by incorrect, incomplete, or untimely provision of this information. Any consequential damage, repair costs, or additional work will be borne entirely by the customer.

12.5 By accepting the quote, the customer declares that the wall in question has sufficient load-bearing capacity to safely support the television, wall mount, and any additional equipment. If the wall proves unsuitable during installation, Cinewallcenter B.V. is not liable for any damage or additional costs; any necessary reinforcement work or alternative solutions will be invoiced separately.

13. Privacy Policy

13.1 Cinewallcenter B.V. processes personal data in accordance with the General Data Protection Regulation (GDPR). See the privacy policy on our website for more information.

13.2 Because a Cinewall is a custom-made product, the statutory right of withdrawal (14-day cooling-off period for distance purchases) is excluded pursuant to Article 6:230p(f) of the Dutch Civil Code.

14. Suspension and Termination

14.1 Cinewallcenter B.V. is authorized to suspend the fulfillment of obligations or to terminate the agreement if the customer fails to fulfill their obligations or fails to do so in a timely manner.

15. Applicable Law and Disputes

15.1 All legal relationships in which Cinewallcenter B.V. is a party are exclusively governed by Dutch law. 15.2 Disputes will be submitted to the competent court in the district of The Hague, unless mandatory law prescribes otherwise.

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Version: November 2025