

## TERMS AND CONDITIONS FOR INTERIOR DESIGN SERVICES

### ECLECTIC COOL LIMITED

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#### Article 1 Execution assignment

1 ECLECTIC COOL LIMITED shall carry out the assignment to the best of our knowledge and capabilities, with due regard to the applicable legislation. We acts as the client's advisor.

2 The client provides ECLECTIC COOL LIMITED with all information available to him/her, which is required for the execution of the assignment. ECLECTIC COOL LIMITED can take the information provided as read as complete and correct, unless it is clear that closer inspection and further information is required.

3 The client shall not contact third parties without preceding talks with ECLECTIC COOL LIMITED, when it could be influential to the carrying out of the assignment by us.

4 If there is a requirement, in order to execute the assignment well, to call in one or more advisors, the parties shall discuss who that/those advisor(s) should be and which activities should be passed on to this/these advisor(s). Then, the client shall instruct the advisor(s), unless the parties have agreed differently.

5 In the case of terms having been agreed for the activities carried out by ECLECTIC COOL LIMITED, we shall guarantee that the activities shall be executed within the respective terms, all this subject to what is stipulated in article 6.

#### Article 2 Costs of advice

1 The parties lay down in the agreement in which way the costs of advice, i.e. the fee, the supervision costs and the extra costs, are regulated:

1a based upon the time spent by ECLECTIC COOL LIMITED against an hourly rate, which has been previously agreed;

1b by a fixed amount, related or unrelated to the building costs;

1c according to any other measure, agreed by the parties.

2 Apart from the costs of advice the client is required to pay ECLECTIC COOL LIMITED a compensation for (more) activities as a result of, amongst others:

2a legislation that was changed after the start of the activities;

2b changes requested by the client.

ECLECTIC COOL LIMITED shall inform the client beforehand of these changes and their related costs.

3 Not included in the costs of advice are the costs made by ECLECTIC COOL LIMITED for the execution of the assignment, such as copy, travel and accommodation costs. The client needs to reimburse these costs separately, unless the parties have agreed differently.

### **Article 3 Payment**

1 The Interior Designer invoices the costs of advice in terms, according to the state of the activities and the costs, with an interval of at least one month, unless the parties have agreed differently.

2 Payment of an invoice will need to take place within one week after the date that invoice was sent.

3 In the absence of timely payment, the client will be declared in default without the requirement of further notice. ECLECTIC COOL LIMITED is entitled to charge the legal interest over the unpaid amount, as from the due date.

4 If the client does not pay an invoice on time, ECLECTIC COOL LIMITED is entitled to put the execution of the assignment on hold, provided he/she has urged the client in writing to pay within seven days and no payment has been forthcoming.

5 In case ECLECTIC COOL LIMITED turns to collection, the client will be accountable for any related costs.

The client who is in default with the timely payment of an invoice is not authorised to use the designs, sketches and anything that has already been provided by ECLECTIC COOL LIMITED.

### **Article 4 Use of design**

1 The client has the right to execute the design, provided he has settled the payment obligations.

2 The client is not allowed to deviate from or to make changes to a design, other than in consultation with the Interior Designer.

3 The client is not allowed to repeat the executed design entirely or partly without prior consent from ECLECTIC COOL LIMITED. ECLECTIC COOL LIMITED can attach conditions

to his consent, such as the payment of a reasonable compensation. ECLECTIC COOL LIMITED shall not refuse his consent on unreasonable grounds.

#### **Article 5 Premature ending of assignment**

1 The client can terminate the assignment at all times. ECLECTIC COOL LIMITED can only terminate the assignment in case of significant reasons. The termination needs to happen in writing and make mention of the reason(s) of the termination and the time against which will be terminated.

2 If the assignment is being terminated, a calculation will be made according to the state of the work at the moment of the termination. The client will need to pay ECLECTIC COOL LIMITED for the costs that have been made so far.

3 If the assignment is being terminated, the client is only allowed to use the design created so far, after preceding consent by ECLECTIC COOL LIMITED. ECLECTIC COOL LIMITED shall not withhold his permission when that would be in conflict with the justified interests of the client.

#### **Article 6 Delay at the execution of the assignment**

1 If the execution of the assignment is being delayed or interrupted due to circumstances that ECLECTIC COOL LIMITED cannot be blamed for, the client will need to pay ECLECTIC COOL LIMITED for the costs which are as a direct result. ECLECTIC COOL LIMITED will need to limit the costs/damage as much as possible.

2 If the under 1 mentioned delay or interruption takes longer than three months, ECLECTIC COOL LIMITED shall inform the client, as soon as possible, at which notice he/she shall resume the execution of the assignment. ECLECTIC COOL LIMITED shall need to take into consideration the justified interests of the client.

#### **Article 7 Liability**

1 ECLECTIC COOL LIMITED is solely liable towards the client for the direct damage suffered by the client as a consequence of an accountable shortcoming by ECLECTIC COOL LIMITED in the compliance of his/her obligations.

2 Under an accountable shortcoming it is understood for the purpose of this article: a shortcoming, which a skillful and careful Interior Designer could and should be able to avoid, under the circumstances in question and with due observance of normal attention and is equipped with professional knowledge and means for the assignment

3 If the client is of the opinion that ECLECTIC COOL LIMITED has failed to fulfill his/her obligations, he will hold ECLECTIC COOL LIMITED liable in writing and will give him the opportunity to rectify these shortcomings at ECLECTIC COOL LIMITED's own expense.

4 The damage to be paid by the Interior Designer is limited per assignment to the advice fee with a maximum of HKD100,000--.

5 The liability of the Interior Designer expires after a period of one year from the day the final invoice was sent or the assignment was ended by termination.

**Article 8 Disputes**

1 Differences of opinion between client and Interior Designer shall be resolved as much as possible in an amicable way.

2 All disputes – including those, which are being considered as such solely by one of the parties – that originate as a result of this assignment between client and Interior Designer, shall be settled by arbitration.

I \_\_\_\_\_ agree to abide by these terms and conditions.

Signature : \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_