GENERAL TERMS AND CONDITIONS OF SUPPLY AND PAYMENT 2026

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CHAPTER I – GENERAL TERMS OF SUPPLY

Article 1 – Definitions

“Client” means any natural person, legal entity, Owners’ Association (VvE), foundation, association, or business engaging the services of NOK Bouwadvies.

“Assignment” means any agreement relating to inspections, surveys, condition assessments, Long-Term Maintenance Plans (MJOPs), advisory services, Owners’ Association management services, or any other services provided.

“Report” means any written, digital, or verbal report, inspection report, maintenance plan, condition assessment, advisory report, or other deliverable.

Article 2 – Applicability

These terms and conditions apply to all quotations, assignments, agreements, and services provided by NOK Bouwadvies. Deviations shall only be valid if agreed upon in writing.

Article 3 – Execution of Inspections and Investigations

Inspections and investigations shall be carried out visually unless otherwise agreed in writing.

Unless specifically commissioned, building elements will not be opened, removed, or subjected to destructive testing.

Non-visible, concealed, covered, or inaccessible components shall not be assessed unless they can be accessed without causing damage.

Article 4 – Nature of Reports

All reports are based on the condition of the property as observed during the inspection.

Reports constitute a snapshot in time and do not provide any guarantee regarding future developments or the future technical condition of the property.

Hidden defects that could not reasonably have been observed during the inspection fall outside the responsibility of NOK Bouwadvies.

Article 5 – Validity of Reports

Unless otherwise stated, reports remain valid for three months from the date of inspection.

After this period, no rights may be derived from the factual findings contained in the report.

Article 6 – Complaints

Complaints must be submitted in writing.

Any complaint must be lodged no later than three months after the report date and within seven days after discovery of the issue.

Complaints submitted after these periods will not be considered.

Article 7 – General Liability

Any liability of NOK Bouwadvies shall be limited to the amount paid under its professional liability insurance.

If no insurance payout is made, liability shall be limited to the invoice amount relating to the assignment concerned.

Liability for indirect loss, consequential loss, business interruption, loss of profit, or lost savings is expressly excluded.

Article 8 – Accessibility of Inspection Areas

Inspections shall only be conducted in locations that can be accessed safely.

Crawl spaces, roofs, technical areas, or other locations deemed unsafe by the inspector will not be inspected.

Article 9 – Drone Inspections

Drone inspections shall be carried out in accordance with applicable laws and regulations.

Drone imagery is intended solely to support a visual inspection.

NOK Bouwadvies does not guarantee that all defects can be identified through drone imagery.

Adverse weather conditions or legal restrictions may result in a drone flight being postponed or cancelled.

Article 10 – Digital Reports and Data Provision

Reports may be provided exclusively in digital form.

Digital transmission shall constitute valid delivery of the report.

The Client is responsible for providing correct contact information.

Article 11 – Photographic, Video and Imaging Materials

During inspections, photographs, video recordings, thermographic images, and drone images may be taken.

Such materials form an integral part of the report.

The copyright of all such materials remains vested in NOK Bouwadvies.

CHAPTER II – GENERAL TERMS OF PAYMENT

Article 12 – Invoicing and Payment

Invoices must be paid within fourteen days of the invoice date.

Payment shall be made without deduction, set-off, withholding, or suspension.

Article 13 – Price Adjustments and Indexation

1. All quotations, rates, and price estimates issued by NOK Bouwadvies are based on the cost factors applicable at the time of the offer, including labour costs, social security charges, insurance premiums, software licences, transportation costs, material costs, and other operating expenses.
2. NOK Bouwadvies reserves the right to adjust its rates annually.
3. Annual indexation shall be based on the Consumer Price Index (CPI All Households) as published by Statistics Netherlands (CBS), or any successor index.

4. If performance costs increase due to changes in legislation, taxes, premiums, insurance costs, wages, fuel prices, software costs, or other cost-increasing factors, NOK Bouwadvies shall be entitled to pass such increases on to the Client.
5. For multi-year assignments, maintenance agreements, Owners' Association management agreements, maintenance planning agreements, and other continuing services, annual rate adjustments may be applied without granting the Client the right to terminate the agreement prematurely.
6. If a price increase exceeds 10%, other than regular indexation, the Client shall be informed in writing in advance.

Article 14 – Default and Collection Costs

If payment is not made within the agreed payment term, the Client shall automatically be in default without further notice.

Statutory interest shall be payable from the due date.

In addition, extrajudicial collection costs shall be charged in accordance with applicable legislation, with a minimum amount of €40.00.

All costs incurred in recovering outstanding amounts shall be borne by the Client.

Article 15 – Payment Through Third Parties

Payment through a notary, estate agent, property manager, or any other third party does not release the Client from its payment obligations.

CHAPTER III – PRIVACY AND DATA PROTECTION

Article 16 – Privacy and Processing of Personal Data (GDPR)

NOK Bouwadvies processes personal data solely for the performance of agreements, file management, invoicing, and compliance with legal obligations.

Such processing is carried out in accordance with the General Data Protection Regulation (GDPR).

Appropriate technical and organisational measures shall be implemented to protect personal data.

Personal data shall not be disclosed to third parties unless necessary for the performance of the assignment or required by law.

Article 17 – Digital Storage and File Management

Project files, reports, photographs, and inspection data may be stored digitally.

NOK Bouwadvies shall retain records for a reasonable period for quality assurance, compliance with legal obligations, and potential liability matters.

CHAPTER IV – MAINTENANCE PLANS, CONDITION ASSESSMENTS AND ADVISORY SERVICES

Article 18 – Liability and Application of Maintenance Plan Recommendations

A Long-Term Maintenance Plan (MJOP), Dynamic Long-Term Maintenance Plan (DMJOP), or maintenance recommendation constitutes a forecast based on the information available at the time of inspection.

Maintenance budgets, service lives, reserve calculations, and cost estimates are indicative only.

Actual maintenance costs may differ due to price increases, market conditions, hidden defects, changes in legislation, or technical developments.

Responsibility for maintenance decisions, budgeting, and reserve funds remains entirely with the Client or the Owners' Association.

NOK Bouwadvies accepts no liability for insufficient maintenance reserves or discrepancies between projected and actual maintenance costs.

Article 19 – NEN 2767 Condition Ratings

Condition ratings shall be determined in accordance with the NEN 2767 methodology applicable at the time of inspection.

A condition rating provides solely a technical assessment of the condition of a building component.

No guarantees regarding safety, residual service life, or legal suitability may be derived from a condition rating.

CHAPTER V – FINAL PROVISIONS

Article 20 – Intellectual Property and Use of Reports

Reports, inspection records, maintenance plans, photographs, drone imagery, and other documents remain the intellectual property of NOK Bouwadvies.

Use by third parties is only permitted with the prior written consent of NOK Bouwadvies.

NOK Bouwadvies accepts no liability towards third parties who use reports without such permission.

Article 21 – Governing Law and Disputes

All agreements and services provided by NOK Bouwadvies shall be governed exclusively by the laws of the Netherlands.

Any disputes shall be submitted to the competent court in the District of East Brabant, unless mandatory law requires otherwise.