規約 TERMS (ki·ya·ku)

Terms and conditions

Version November 2026
Hakumi · KvK 42031982

This is an English translation for your convenience. In case of any difference, the Dutch version prevails.

These terms apply to all quotes and orders of Hakumi, for business and private customers. Where the law gives private customers more protection, this is stated separately.

Hakumi is a sole proprietorship of Bart Hanenberg, registered with the Dutch Chamber of Commerce (KvK) under number 42031982, located at Engstraat 1 in Lithoijen, the Netherlands. Email: bart@hanenberg.nu. Phone: +31 6 28077764.

Article 1. Definitions

1. **Hakumi:** the sole proprietorship of Bart Hanenberg, trading under the name Hakumi.
2. **Customer:** any natural person or legal entity that gives Hakumi an order or receives a quote from Hakumi.
3. **Business customer:** a customer acting in the course of a profession or business, such as a restaurant.
4. **Private customer:** a customer not acting in the course of a profession or business (in law: consumer).
5. **Product:** a kumiko panel or other work that Hakumi designs, makes, delivers and installs for the customer.
6. **Agreement:** the arrangement between Hakumi and the customer about making, delivering and installing a product.
7. **In writing:** by letter or email.

Article 2. Applicability

1. These terms apply to every quote, agreement and delivery of Hakumi.
2. Hakumi sends these terms with every quote. They are also available on hakumi.nl.

3. Deviations only apply if Hakumi and the customer have agreed them in writing.
4. The customer's own terms and conditions do not apply, unless Hakumi has accepted them in writing.
5. If a provision is invalid or annulled, the other provisions remain in force. The invalid provision is replaced by a provision that comes as close as possible to its intention.

Article 3. Quotes

1. A quote is valid for 30 days, unless the quote states a different period.
2. The quote states the design, dimensions, pattern, wood species, finish, price, installation and an indication of the lead time.
3. For business customers, prices exclude VAT. For private customers, Hakumi states the price including VAT.
4. A quote is based on the information the customer provides and on what Hakumi sees during the visit on location. If that information proves incorrect or incomplete, Hakumi may adjust the quote.
5. An obvious mistake or typing error in a quote or price list does not bind Hakumi.
6. The first visit on location, with samples, is free of charge and without obligation.

Article 4. Formation of the agreement

1. The agreement is formed when the customer accepts the quote in writing.
2. Hakumi only starts production once the deposit (article 7) has been received and the final design has been approved in writing.
3. If the customer changes the design after acceptance, this may affect the price and the lead time. Hakumi will inform the customer of this in writing in advance.

Article 5. Design, custom work and wood

1. Hakumi makes every product to measure, according to the dimensions, pattern, wood species and finish the customer chooses.

2. Design drawings and photo impressions give a good picture, but are an approximation. Small differences from the delivered product are not a defect.
3. Wood is a natural product. Differences in colour and grain, colour change under the influence of light and small changes in size due to moisture and temperature are part of the material and are not a defect.
4. Hakumi uses traditional wood joints and glue, without nails or screws in the pattern.
5. **Private customers:** because every product is made to measure and according to the customer's specifications, there is no right of withdrawal (14-day cooling-off period), even if the agreement was concluded outside a shop or at a distance.

Article 6. Prices and additional work

1. The prices in the quote are fixed, unless the customer changes the design or the situation on location turns out to differ from what was agreed.
2. Additional work is work not included in the quote, for example an extra panel, or extra work because the wall turns out different than expected. Hakumi and the customer agree the price of additional work each time. Hakumi only carries out additional work after the customer has agreed to that price in writing.
3. Installation costs €300 for the first panel and €100 for each additional panel, including travel within the Netherlands, unless the quote states otherwise. Installation outside the Netherlands is on request.
4. Joining panels is free of charge.

Article 7. Payment

1. The customer pays 50% of the total price on acceptance of the quote (the deposit). Hakumi sends an invoice for this.
2. The customer pays the remaining 50% within 14 days after installation. Hakumi sends the invoice on the day of installation.
3. If the customer does not pay on time, Hakumi sends a payment reminder with a 14-day term.

4. If the customer still does not pay after that, the customer is in default. A business customer then owes the statutory commercial interest, a private customer the statutory interest. The customer also owes the extrajudicial collection costs according to the statutory scale.
5. As long as the deposit has not been received, Hakumi may postpone production. The lead time then shifts accordingly.

Article 8. Lead time

1. The lead time is an indication and is about 8 weeks after receipt of the deposit and approval of the final design. Art kumiko has a longer lead time, stated in the quote.
2. Hakumi informs the customer as soon as possible if the lead time is exceeded, and then agrees a new date.
3. Exceeding the lead time does not entitle the customer to compensation or termination. The exception is if Hakumi still does not deliver after a written notice of default with a reasonable term of at least 4 weeks. The customer may then terminate the agreement and receives back the amounts paid.

Article 9. Delivery and installation

1. Hakumi delivers and installs every product personally. Products are not shipped.
2. Hakumi and the customer agree the installation date together.
3. The risk of damage or loss passes to the customer as soon as the product has been installed.
4. If installation cannot go ahead on the agreed day for a reason on the customer's side, for example because the wall is not clear or not accessible, Hakumi may charge €100 for the extra visit.
5. The customer checks the product directly after installation and reports any visible damage or deviation to Hakumi immediately.

Article 10. Cooperation of the customer

1. The customer ensures that Hakumi has free access to the space and a clear, accessible wall on the agreed day.

2. The customer reports in advance where pipes, cables or other obstacles are located in the wall. Hakumi is not liable for damage caused by an unreported pipe or cable.
3. The wall must be suitable for mounting a panel. If Hakumi has doubts about this, Hakumi consults the customer before installing.
4. The customer is responsible for checking in advance whether the insurer, the municipality or the fire safety regulations of the location set requirements for the fire class of wooden panels. Hakumi asks about this in advance. A fire class only applies if it has been agreed in writing in the quote and is backed by a certificate.

Article 11. Cancellation

1. The customer can cancel the agreement in writing. The costs depend on the moment:
    a. **Before production starts:** Hakumi refunds the deposit, minus the costs already incurred for the design and purchased materials. Hakumi itemises these costs.
    b. **After production has started:** the deposit is retained by Hakumi.
    c. **When the product is ready for installation:** the customer pays the full price, minus the installation costs.
2. On request, Hakumi can show how far production has progressed.
3. Cancelling does not mean the customer still receives the product, unless Hakumi and the customer agree otherwise.

Article 12. Retention of title

1. A product remains the property of Hakumi until the customer has paid everything owed under the agreement.
2. As long as the product is the property of Hakumi, the customer may not sell it, pledge it or give it to another party for use.
3. If the customer does not pay, Hakumi may take back the product after written notice. The customer gives Hakumi access to the space for this purpose.

Article 13. Warranty

1. Hakumi gives a 2-year warranty on the construction of the panel and the frame, the wood joints and the hanging system installed by Hakumi. The warranty starts on the day of installation.
2. If a defect arises within the warranty period, Hakumi repairs or replaces the product free of charge, including removal and reinstallation. Hakumi decides whether repair or replacement is the best solution.
3. If repair or replacement is not possible, Hakumi and the customer look for a suitable solution together, such as a partial refund.
4. Not covered by the warranty:
    a. the natural properties of wood as described in article 5.3;
    b. damage from grease, smoke, heat or moisture to an unfinished panel, or to a panel above a fryer, grill or other heat source;
    c. damage from incorrect cleaning, such as vacuuming or abrasive products, or from not following the care advice;
    d. damage from knocks or falls, from removing or rehanging the panel incorrectly, or from modifying it yourself or mounting it on another wall.
5. **Private customers:** this warranty comes on top of the statutory rights. A private customer is always entitled to a product that meets what they could reasonably expect.

Article 14. Complaints

1. The customer reports a defect in writing, with a short description and photos.
2. A business customer reports a defect within 14 days of discovering it or when it could have been discovered. A private customer reports it within 2 months of discovery.
3. If the customer reports later, they can no longer invoke the defect, unless the law provides otherwise.
4. Hakumi responds within 5 working days and visits if necessary.
5. A complaint does not entitle the customer to suspend payment, except for the part of the amount the complaint reasonably concerns.

Article 15. Liability

1. Hakumi is only liable for direct damage resulting from a shortcoming attributable to Hakumi.
2. Towards a business customer, Hakumi is not liable for indirect damage, such as consequential damage, lost revenue or profit, or damage because a space temporarily cannot be used.
3. Hakumi's liability is in all cases limited to the amount of the order, excluding VAT.
4. These limitations do not apply in case of intent or deliberate recklessness on the part of Hakumi. For private customers they do not apply insofar as the law does not permit them.
5. Hakumi is not liable for damage caused by incorrect or incomplete information from the customer, such as unreported pipes or fire class requirements (article 10).

Article 16. Force majeure

1. Hakumi is not liable if Hakumi cannot fulfil an agreement, or cannot fulfil it on time, due to force majeure. Hakumi is a sole proprietorship; force majeure therefore also includes illness or an accident of Bart Hanenberg that temporarily prevents him from working. It further includes the failure of a supplier, fire or breakdown in the workshop and extreme weather conditions.
2. In case of force majeure, the lead time shifts by the duration of the force majeure. Hakumi reports this as soon as possible, with an expectation of when the work can continue.
3. If the force majeure lasts longer than 2 months, both parties may terminate the agreement in writing, without either party owing compensation. Hakumi then refunds what the customer has paid, minus the value of what has already been delivered.
4. **Private customers:** this article does not limit the statutory rights of a private customer, such as the right to terminate the agreement.

Article 17. Designs and images

1. Designs, drawings and photo impressions by Hakumi remain the property of Hakumi, even after the customer has bought the product. The customer may not have them copied or give them to others to copy.

2. Hakumi may photograph the delivered product and use those photos on the website, on Instagram and in other presentations of Hakumi, with the name of the restaurant or company. A private customer is never named with name or address.
3. If the customer does not want this, they report it before or upon accepting the quote. Hakumi then records this in writing.

Article 18. Privacy

Hakumi only uses the customer's data to carry out the order and to stay in contact about the order. How Hakumi handles personal data is described in the privacy statement on hakumi.nl.

Article 19. Applicable law and disputes

1. Dutch law applies to every agreement with Hakumi.
2. Hakumi and the customer first try to resolve a dispute together.
3. If that fails, Hakumi submits a dispute with a business customer to the competent court in the district of Oost-Brabant.
4. A private customer can always submit a dispute to the court that has jurisdiction under the law.