



# **General terms and conditions**

BVCM Services B.V.

## 1. Definitions

**BVCM:** Under BVCM, BVCM Services B.V. is to be found in these general terms and conditions

Amsterdam, unless otherwise stated in these general terms and conditions.

**Assignment:** The agreement between BVCM and the Client, whereby BVCM makes every effort to provide certain services for the benefit of the Client. **Client:** The natural person or legal entity who has entered into an agreement (of Assignment) with BVCM and for whom BVCM makes an effort to carry out that Assignment.

## 2. General

- 2.1 These general terms and conditions apply to all legal relationships, including agreements concluded between BVCM and its client.
- 2.2 BVCM will carry out all work to the best of its ability, but no guarantee can be given for the final result. BVCM therefore only has an obligation to perform to the best of its ability.
- 2.3 Deviation from the terms and conditions in favour of the Client is only possible if this has been agreed in writing with BVCM.
- 2.4 All amounts mentioned are exclusive of VAT.

## 3. Commitments

- 3.1 Payment of the amounts invoiced by BVCM must be made without any deduction or set-off within 14 days of the invoice date.
- 3.2 If the Client has not arranged for payment within 14 days of the invoice date, the Client will be in default by operation of law without further notice of default and a contractual interest equal to 1.5% per month (or part thereof) will be payable on the amount due from the due date.
- 3.3 If the Client has not arranged for payment within 14 days of the invoice date, the Client is also liable for all extrajudicial and judicial collection costs after the due date. The extrajudicial costs are considered to amount to at least 15% of the principal sum, with a minimum of € 40.00.
- 3.4 Payments by the Client are primarily intended to pay the interest due as referred to in paragraph 2 of this Article 3 and furthermore the judicial and extrajudicial costs referred to in paragraph 3 of this Article 3 and are then deducted from the oldest outstanding claim.
- 3.5 BVCM may always set off outstanding invoices or other claims that it has to claim due and payable from the Client against counterclaims of the Client against BVCM, for whatever reason.

#### **4. Provision of evidence and data**

- 4.1 The Client undertakes to provide BVCM with all necessary information and evidence to be able to proceed with the collection of the claim.
- 4.2 The Client guarantees the correctness and completeness of this information and evidence.
- 4.3 The costs of obtaining additional information will be passed on by BVCM to the Client at previously agreed prices.
- 4.4 The Client shall immediately notify BVCM of all payments, correspondence or other contacts between the Client and the debtor(s) or relevant third parties.
- 4.5 The client will not make agreements with the debtor(s) with regard to the offered claim until after consultation with BVCM.

#### **5. Suspension**

- 5.1 If the Client is in default of correct and/or timely performance of one or more of its obligations, BVCM may immediately suspend its own obligations.
- 5.2 BVCM is not liable for any damage that may arise as a result of the suspension of the work on this ground.

#### **6. Dissolution**

- 6.1 BVCM shall be entitled - without giving reasons - to refuse the (further) execution of assignments and, in the event of an attributable failure on the part of the Client, to terminate agreements that have already been concluded prematurely, without being obliged to pay any compensation.
- 6.2 In the event of early termination by BVCM, the Client shall owe BVCM the fee for the services provided up to and including the date of dissolution in accordance with the agreement.
- 8.3. In the event of early termination by the Client, BVCM shall be entitled to charge a fee in accordance with the agreement until the end of the term.

#### **7. Complaint period**

- 7.1 The Client is obliged to notify BVCM in writing of any complaints relating to the work performed by BVCM and/or the invoice amount within 14 days of the date on which the
- 7.2 in response to which he wishes to make a complaint, or immediately after he has discovered what he wishes to complain about. In the latter case, the client must demonstrate that he could not reasonably have discovered what he wishes to complain about earlier.
- 7.3 The Client is not entitled to suspend its payment obligations due to complaints as referred to in Article 7.1.

7.4 If and insofar as the Client justifiably submits a complaint in the opinion of BVCM, BVCM shall be entitled at its own discretion either to adjust the invoice amount, or to improve or re-perform the work in question at its own expense, or to refund any commission already paid without further performance of the Assignment.

7.5 If the Client has not submitted a complaint within the period set by Article 7.1, all his rights and claims for whatever reason whatsoever will lapse with regard to what he has complained about or could have complained about within that period.

## **8. Liability**

8.1 If BVCM is liable, the liability is limited to what is regulated in this article.

8.2 BVCM's liability for damage to the Client caused by non-timely, incomplete or improper execution of the assignment is limited to the amount for which BVCM's liability is covered by insurance, if applicable. The foregoing is subject to an exception in the event of intent or equivalent gross negligence on the part of BVCM. In this and the following provisions of this article, BVCM also includes its employees as well as any third parties engaged by it in the execution of the assignment.

8.3 BVCM shall never be liable for indirect damage, including consequential damage, loss of profit, damage due to business interruption and the like.

8.4 BVCM shall not be liable for damage caused by the Client's failure to comply with its obligation to provide information pursuant to Article 4 or by the fact that the information provided by the Client does not comply with the obligations for which it is responsible pursuant to Article 4.2.

8.5 BVCM is also always entitled to limit or undo the Client's damage as much as possible, to which the Client shall lend its full cooperation.

8.6 The Client shall indemnify BVCM against claims by third parties in respect of damage arising from or arising from the assignment carried out by BVCM and shall be obliged to reimburse BVCM for the reasonable costs of defence against such claims.

8.7 In the event of system failures in the broadest sense of the word, at BVCM or its suppliers or partners, BVCM shall not be liable for any damage resulting therefrom for the Client. Such disruptions are considered force majeure, with the application of Article 8.8.

8.8 In the event of force majeure on the part of BVCM, including fire, strike or inability to act as a result of third parties who fail to fulfil their obligations, BVCM is entitled to postpone the work for as long as the force majeure situation continues, or to terminate the agreement, without being obliged to pay any compensation.

## **9. Expiry period**

9.1 Without prejudice to the provisions of Article 7, if the Client is or remains of the opinion that BVCM has not performed the Assignment in a timely, complete or proper manner, it shall immediately notify BVCM in writing of this, unless this has already been done on the basis of the provisions of Article 7.1, and to notify BVCM of the claims based thereon within one year of the date of the aforementioned notification. or within one year of the date on which such notification should have been made, failing which all his rights and claims in this respect shall lapse on expiry of the period referred to above.

## **10. Clearing**

10.1 The Client is never authorised to set off any of this, unless BVCM has given it explicit permission to do so.

## **11. Conversion**

11.1 If one or more provisions of these general terms and conditions are null and void or voidable, the other provisions will remain fully applicable.

11.2 The parties will then agree on new provisions to replace the null and void or voided provisions, whereby the purpose and purport of the original provision will be taken into account as much as possible.

## **12. Applicable law and choice of law BVCM**

12.1 Dutch law applies to all legal relationships, including offers, quotations and agreements concluded between BVCM and the Client.

12.2 Disputes, including disputes that are considered as such by only one party, shall have exclusive jurisdiction to the courts of Amsterdam, unless rules of mandatory law preclude this