

# **General Terms and Conditions Administratiekantoor R. Hunter B.V.**

## **Article 1 Definitions**

In these General Terms and Conditions, the following terms are defined as stated below:

1.1 Administratiekantoor R. Hunter B.V.: the user of the General Terms and Conditions, registered in the Commercial Register of the Chamber of Commerce in Hilversum under number 52024083.

1.2 Client: the natural person or legal entity the Agreement is concluded with.

1.3 Agreement: the agreement for services.

## **Article 2 Applicability**

2.1 These General Terms and Conditions apply to all legal relationships between Administratiekantoor R. Hunter B.V. and the client. Amendments to these Terms and Conditions must be explicitly confirmed by both parties in writing.

2.2. These General Terms and Conditions also apply to all agreements with Administratiekantoor R. Hunter B.V., the performance of which requires the engagement of third parties.

## **Article 3 Offers**

3.1 All offers of Administratiekantoor R. Hunter B.V. are without obligation, unless these offers contain an acceptance term. The offers have a period of validity of fourteen (14) days, unless specified otherwise.

3.2 Administratiekantoor R. Hunter B.V. shall only be bound by the offers if acceptance thereof is confirmed in writing by the other party within thirty (30) days.

3.3 Prices stated in the offers are exclusive of turnover tax, unless stated otherwise.

## **Article 4 Conclusion of the Agreement**

4.1 The Agreement is concluded once Administratiekantoor R. Hunter B.V. has informed the client that the assignment to provide services has been accepted.

## **Article 5 Performance of the Agreement**

5.1 Administratiekantoor R. Hunter B.V. will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, and on the basis of state-of-the-art technology.

5.2 If and insofar as proper performance of the Agreement so requires, Administratiekantoor R. Hunter B.V. shall have the right to have certain work performed by third parties.

5.3 The Client shall ensure that all information, which Administratiekantoor R. Hunter B.V. considers to be necessary or which the Client should reasonably understand to be necessary for the performance of the agreement, will be provided to Administratiekantoor R. Hunter B.V. in a timely manner. If the information required for the performance of the agreement is not provided to Administratiekantoor R. Hunter B.V. in a timely manner, Administratiekantoor R. Hunter B.V. shall have the right to suspend the performance of the Agreement and/or charge any additional costs resulting from the delay to the Client.

5.4. Administratiekantoor R. Hunter B.V. shall not be liable for damage, of whatever nature, caused by Administratiekantoor R. Hunter B.V. making decisions based on incorrect and/or incomplete information provided by the Client. Nor shall Administratiekantoor R. Hunter B.V. be liable for damage, of whatever nature, because data were supplied late by the Client.

5.5 If it has been agreed that the Agreement will be performed in phases, Administratiekantoor R. Hunter B.V. may suspend the performance of the parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.

## **Article 6 Contract duration; implementation period**

6.1 The Agreement is entered into for an indefinite period of time, unless the parties expressly agree otherwise in writing, or it follows from the content, nature or purport of the assignment that it has been entered into for a definite period of time.

6.2 If a term has been agreed for the completion of certain work within the agreement period, this shall never be considered a final deadline. The Client must give Administratiekantoor R. Hunter B.V. written notice of default, therefore, in the event the implementation period is exceeded.

## **Article 7 Amendment to the Agreement**

7.1 If during the performance of the Agreement it becomes evident that it is necessary for proper performance to amend or supplement the work to be carried out, parties shall amend the Agreement accordingly in a timely manner and in mutual consultation.

7.2 If the parties agree that the Agreement is amended or supplemented, the time of completion of the performance may be affected. Administratiekantoor R. Hunter B.V. shall inform the Client thereof as soon as possible.

7.3 If the amendment or supplement to the Agreement has financial and/or qualitative consequences, Administratiekantoor R. Hunter B.V. shall inform the Client thereof in advance.

7.4 If a fixed fee has been agreed, Administratiekantoor R. Hunter B.V. shall specify to what extent this amendment or supplement to the Agreement will result in the fee being exceeded.

In derogation from paragraph 3, Administratiekantoor R. Hunter B.V. shall not charge any additional costs if the amendment or supplement is the result of circumstances attributable to Administratiekantoor R. Hunter B.V.

## **Article 8 Confidentiality**

8.1 Both parties are bound to secrecy with respect to all confidential information they may have acquired from each other or from any other source within the scope of this Agreement. Information is deemed to be confidential if this is communicated by the other party, or if its confidentiality arises from the nature of the information.

## **Article 9 Intellectual property**

9.1 Without prejudice to the provisions of article 8 of these General Terms and Conditions, Administratiekantoor R. Hunter B.V. reserves the rights and powers vested in it under the Copyright Act.

9.2 All documents provided by Administratiekantoor R. Hunter B.V., such as reports, advice, designs, sketches, drawings, software, etc., are exclusively intended for use by the Client and may not be reproduced, published or disclosed to third parties without prior consent from Administratiekantoor R. Hunter B.V.

9.3 Administratiekantoor R. Hunter B.V. reserves the right to use the knowledge acquired in the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

## **Article 10 Notice of termination**

10.1 Either party may at all times terminate the Agreement by registered letter. In that case, the parties shall observe a minimum notice period of three (3) months.

## **Article 11 Dissolution of the Agreement**

11.1 The claims of Administratiekantoor R. Hunter B.V. against the Client are immediately due and payable in the following cases:

- After conclusion of the Agreement, circumstances made known to Administratiekantoor R. Hunter B.V. give Administratiekantoor R. Hunter B.V. good reason to fear that the Client will not fulfil its obligations;
- Upon conclusion of the Agreement, Administratiekantoor R. Hunter B.V. has requested the Client to furnish security for compliance and this security has not been furnished or is insufficient;
- The Client does not comply with the payment obligation stipulated in Article 14.

11.2 In such cases Administratiekantoor R. Hunter B.V. shall be entitled to suspend the further performance of the Agreement or to dissolve the Agreement, without prejudice to the right of Administratiekantoor R. Hunter B.V. to claim compensation.

## **Article 12 Defects; time limits for lodging a complaint**

12.1 Complaints about work performed shall be submitted in writing to Administratiekantoor R. Hunter B.V. by the Client within eight (8) days after discovery, but no later than within fourteen (14) days after completion of the work concerned.

12.2 If a complaint is well-founded, Administratiekantoor R. Hunter B.V. will still perform the work as agreed, unless it has meanwhile been demonstrated that this is ineffectual to the Client. The Client must communicate this in writing.

12.3 If performance of the Agreement is no longer possible or purposeful, Administratiekantoor R. Hunter B.V. shall only be liable within the limits of Article 16.

## **Article 13 Fee**

13.1 For offers and Agreements in which a fixed fee is offered or agreed, paragraphs 2, 6 and 7 of this Article apply. If no fixed fee is agreed, the paragraphs 3 to 6 of this article apply.

13.2 Upon conclusion of the Agreement, the parties may agree a fixed fee per year, per quarter or per month.

13.3 If no fixed fee is agreed, the fee will be determined on the basis of hours actually worked. The fee is calculated according to the usual hourly rates of Administratiekantoor R. Hunter B.V., applicable to the period in which the work is carried out, unless a deviating hourly rate has been agreed.

13.4 Any cost estimates are exclusive of turnover tax, unless specified otherwise.

13.5 In respect of assignments with a duration exceeding one (1) month, costs due shall be charged periodically.

13.6 If Administratiekantoor R. Hunter B.V. and the Client agree upon a fixed fee or hourly rate, Administratiekantoor R. Hunter B.V. shall nevertheless be entitled to increase this fee or rate, if this has become necessary as a result of price increases.

13.7 If a fixed fee has been agreed, but in practice the work appears to be more extensive than could have been foreseen upon conclusion of the Agreement, the fee may be adjusted by Administratiekantoor R. Hunter B.V. Administratiekantoor R. Hunter B.V. shall always inform the Client thereof in writing.

## **Article 14 Payment**

14.1 Payment by the Client shall be made, without deduction, discount or settlement of debts within fourteen (14) days after the invoice date, unless expressly agreed otherwise, in a manner to be indicated by Administratiekantoor R. Hunter B.V., in the invoice currency. Any objections to the amount of the invoices shall not suspend the payment obligation.

14.2 Administratiekantoor R. Hunter B.V. shall at all times be entitled to demand full or partial payment in advance from the Client, while Administratiekantoor R. Hunter B.V. shall be entitled to suspend its services until the requested (advance) amount has been paid by the Client.

14.3 In the absence of timely payment, the Client shall be in default by operation of law and shall owe statutory default interest - i.e. the interest charged by the ECB plus 7.00 % - on the invoice amount, without any further notice of default being required. The interest on the claim due and payable will be calculated from the date the Client is in default until the date of payment of the full amount due.

14.4 In the event of liquidation, bankruptcy, attachment or suspension of payment of the Client, the claims of Administratiekantoor R. Hunter B.V. against the Client and the obligations of the Client towards Administratiekantoor R. Hunter B.V. will become immediately due and payable.

14.5 Payments made by the Client shall always first be applied to settle all due interest and costs and subsequently to settle those invoice amounts that have been outstanding for the longest period, even if the Client has stated that the payment relates to a later invoice.

## **Article 15 Collection costs**

15.1 All costs reasonably incurred, both judicial and extrajudicial, with respect to the collection of amounts owed by the Client and not paid on time, shall be borne by the Client. Any collection costs are calculated according to the collection rate of the Dutch Bar Association.

15.2 If Administratiekantoor R. Hunter B.V. demonstrates to have incurred higher costs, which were reasonably required, these shall also qualify for reimbursement.

## **Article 16 Liability**

Should Administratiekantoor R. Hunter B.V. be liable, said liability shall be limited as follows:

16.1 The liability of Administratiekantoor R. Hunter B.V., insofar as it is covered by its liability insurance, shall be limited to the amount of the payment made by the insurer.

16.2 If in any case the insurer declines to pay out or the damage is not covered by the insurance, Administratiekantoor R. Hunter B.V.'s liability shall be limited to twice the invoice amount of the assignment, or that part of the assignment to which the liability relates.

16.3 In derogation from the provisions under 2 of this article, for an assignment with a duration of more than six (6) months, the liability shall be further limited to the part of the fee due over the last six (6) months.

16.4 The limitations of liability included in these Terms and Conditions shall not apply if the damage is due to intent or gross negligence by Administratiekantoor R. Hunter B.V. or its subordinates.

16.5 Administratiekantoor R. Hunter B.V. shall never be liable for consequential damage.

## **Article 17 Force majeure**

17.1 In these General Terms and Conditions, force majeure, in addition to the meaning in the law and case law, shall mean all external causes, foreseen or unforeseen, that Administratiekantoor R. Hunter B.V. cannot influence, but due to which Administratiekantoor R. Hunter B.V. is unable to comply with its obligations. Strikes at the company of Administratiekantoor R. Hunter B.V. or third parties are included.

17.2 Administratiekantoor R. Hunter B.V. shall also be entitled to invoke force majeure if the circumstance preventing performance or further performance arises after Administratiekantoor R. Hunter B.V. should have performed its obligations.

17.3 The obligations of Administratiekantoor R. Hunter B.V. are suspended during force majeure. If the period during which performance of the obligations by Administratiekantoor R. Hunter B.V. is not possible due to force majeure lasts longer than two (2) months, both parties shall be entitled to dissolve the Agreement without any obligation to pay compensation.

## **Article 18 Applicable law**

The Agreement is governed by Dutch law.

## **Article 19 Competent court**

All disputes arising from the Agreement shall be submitted by the parties exclusively to the competent court in Hilversum, subject to the right of the Client to bring proceedings before another competent court.

