



# DELIVERY CONDITIONS

*General conditions for delivery and payment, applicable to the legal relationship between the client and the accounting and tax expert*

## General Article 1

- These General Conditions apply to all activities performed by the Contractor, unless expressly derogated therefrom in writing.
- In these Conditions, the following terms have the following meanings:
  - the Contractor: the natural person or legal entity performing the work referred to under Article 2;
  - the Client: the natural person or legal entity requesting the assistance of the Contractor;
  - the Assignment is taken to mean the work to be determined in joint consultation between the Client and the Contractor and to be carried out by the Contractor, and the conditions under which this shall be done.

## Purpose Article 2

- All offers are without obligation, unless the Contractor has expressly stipulated otherwise in his offers or quotations to the Client.
- These General Conditions apply to the performance of all work by the Contractor, such as (inter alia) keeping the complete accounts for the benefit of the Client, compiling the annual report and accounts, filling out tax returns and taking care of any follow-up, providing advice on financial, fiscal and/or business issues, as well as all acts and activities that - in view of the legal relationship and the Assignment - may be relevant in connection with the aforementioned work. These General Conditions also apply to additional services of the Contractor such as the provision of computer programs (software), models concerning or related to the work of the Contractor.
- These General Conditions as well as all new versions thereof also apply to agreements concluded with the Contractor at a later time. The Client is deemed to agree or have agreed tacitly with this new version or these new versions.

## Formation Article 3

The Agreement is formed at the time the Contractor accepts the Assignment. The rule contained in the previous sentence also applies for amendments to Assignments. If the interest of the Client requires an immediate full or partial performance by the Contractor or if the Client has expressly asked for an immediate performance, the Agreement will be deemed to have been formed because the Contractor has actually started performing the Assignment for the Client in full or in part.

## Obligations of the Contractor Article 4

- The Contractor is obliged to perform the work to the best of his knowledge and abilities, insofar as this is possible and desirable given the legal relationship and the Assignments ensuing therefrom.
- The Contractor performs the work with due observance of the Rules of Professional Conduct and Practice of the Netherlands Association of Accounting and Tax Experts (Dutch NOAB) applicable to him. On a written request from the Client, the Contractor will promptly send a copy of the latest version of the aforementioned Rules of Professional Conduct and Practice to the Client.
- The way in which the accounts are kept and the other work is performed shall meet the requirements arising from the obligations and responsibilities of the Client, with due observance of any applicable statutory provisions.
- If the work is aimed at gaining a specific (financial) end result, the Contractor will at all times have a best-efforts obligation to achieve that (financial) end result. Every obligation to achieve a result is excluded.

## Obligations of the Client Article 5

- The Client shall refrain from all acts which frustrate the performance of the Assignment by the Contractor or render this impossible.

- The Client is obliged to provide the Contractor in good time, in full and in the proper manner with all data, information and documents required for the performance of the Assignment.

## Confidential Article 6

The Client undertakes to maintain the confidentiality and secrecy of all data and documents related to the Assignment that are reasonably to be regarded as confidential and secret. The Contractor will not be liable for any breach of the confidentiality by the persons employed by him, if the Contractor can demonstrate plausibly that he could not have prevented such breach.

## Cooperation with third parties Article 7

- When performing the Assignment, the Contractor can only engage other experts who are not part of the Contractor's own enterprise after the necessity or desirability thereof has been established in consultation with the Client.
- The Contractor does not accept any liability for the work carried out by third parties, including the experts referred to in Article 7a.

## Shortcomings on the part of the Contractor Article 8

- The Contractor will only be liable to the Client for damage suffered by the Client itself as a direct result from shortcomings on the part of the Contractor or persons employed by the Contractor that have been committed during the performance of the Assignment, if and insofar as these shortcomings could have been prevented under normal circumstances with normal professional knowledge and with due observance of normal caution and a normal professional practice, with the exception of the further limitations described hereinafter.
- The liability of the Contractor for damage relating to the performance of the Assignment and the work or services performed for the Client is at all times limited to the amount for which the Contractor has taken out insurance and that is paid out by the professional liability insurer concerned.
- The Contractor is obliged to repair the aforementioned shortcomings without charge as soon as possible, if and insofar as such repair does not involve higher costs than invoiced for the work in question. If the costs turn out to be higher, the Contractor will only be obliged to carry out these repairs if the Client has stated in writing in advance that it is prepared to bear these additional costs.
- Any and all liability of the Contractor will lapse no later than 60 months (5 years) after the tax returns for the relevant financial year were filed, plus the period for which a deferment was granted.
- Any liability of the Contractor will lapse if during any tax audit for the relevant period the Client has failed to provide the Contractor with the opportunity to be present at this audit, furthermore if the Client has not given the Contractor the opportunity to remedy the shortcoming concerned, and in the event that further work resulting from or related to that shortcoming has been carried out without the Client involving the Contractor therein.
- The Client shall report the shortcomings referred to in this article within one (1) month after the Client became aware or should reasonably have become aware thereof, failing which any and all liability of the Contractor will lapse. Liability will in any case and at any time be excluded except and to the extent the professional liability insurance taken out by the Contractor gives entitlement to a payment.

## Shortcomings on the part of the Client Article 9

- If and insofar as shortcomings in the performance of the work carried out by the Contractor result from the circumstance that the Client has failed to fulfil its obligations under Article 5, or to fulfil such obligations in good time or to a sufficient extent,

- the Contractor will not be liable for this in any way whatsoever.
- In such case, the aforementioned shortcomings will be remedied and any damage suffered will be limited at the Client's expense.

## Termination by the Client Article 10

- The Client may at all times terminate an Assignment given.
- Notice of termination shall be given by registered letter.
- In the event of termination of an Assignment, a minimum period of one month will in principle be observed between the time of notification of such termination and the time at which such termination takes effect, to enable the Contractor to put the work or the administration in such condition that the work can be transferred to the Client or a third party to be designated by the Client in acceptably feasible manner, without negatively affecting the progress of that work, with due observance of the provisions of Article 9 of these Conditions.
- The Assignment provided to the Contractor does not expire on the death of the Client, but the Client's rights and obligations will pass to its heirs and/or successor in title.

## Suspension/dissolution/termination by the Client Article 11

Without prejudice to the power to suspend or terminate referred to in these Conditions, if the Client fails to fulfil any obligation under the Agreement concluded by the Parties, or fails to fulfil such obligation in good time or in full, a petition for bankruptcy has been filed (by a third party) against the Client or the Client has applied for a suspension of payments, attachment is levied against the Client in any way whatsoever, the Client liquidates, discontinues or transfers its business in whole or in part, or fails to pay the expense claims payable by the Client, the Contractor will be entitled to:

- terminate an Assignment given with immediate effect at any time, by means of a registered letter;
- require an advance payment or the provision of security from the Client - for all agreements in existence or to be concluded in the future - before commencing the delivery of his (further) work;
- suspend delivery of his work and (additional) services;
- extrajudicially dissolve the relevant Agreement, in whole or in part, by notifying the Client in writing, without judicial intervention being required and without prejudice to the rights to compensation accruing to the Contractor;
- if the Contractor exercises his rights as set out in this article, the Contractor will never be liable to the Client for any damage arising therefrom, both directly and indirectly.

## Provision, delivery period and delivery Article 12

- Except for any further Agreement(s) between the Client and the Contractor, the documents, books, records, administrative and/or other data will be provided to the Contractor by or on behalf of the Client, as well as by the Contractor to the Client, in the manner as determined by the Contractor, and in the form and quantity to be determined by the Contractor.
- If the Client fails to comply with the provisions of paragraph a., regardless of the reason for such failure, the Contractor will be entitled to suspend his work. Any damage arising therefrom, in any form and to any extent whatsoever, will not result in liability on the part of the Contractor.

## Right of retention Article 13

- The Client and the Contractor expressly agree that the Contractor will be authorized to suspend any surrender of items until the Client has fulfilled its obligation to pay outstanding invoices, including interest and costs owed thereon, and has fulfilled its obligation to compensate the damage suffered by the Contractor in the context of the legal relationship concerned, or has provided a security that is deemed sufficient in the course of banking business, for example an irrevocable bank guarantee.
- The items referred to under paragraph a. include in any case books, records, documents, administrative data and other data (carriers) produced with regard to the performance of the Assignment. >>

## » Force majeure Article 14

- a. In the event of strike, theft, government measures, fire, computer defects, epidemics, loss of data, war, water damage, and all other circumstances which - permanently or otherwise - prevent performance of the Agreement, the Contractor will be entitled to either dissolve the Agreement by means of a registered letter, or to add the duration of the force majeure to the delivery period.
- b. In the event of a force majeure situation, the Contractor will be obliged to inform the Client immediately.
- c. The Client is liable for any damage resulting from damage to or loss of documents or records of third parties which the Contractor keeps in his custody for the Client.
- d. In the event of a force majeure situation that lasts for more than one (1) month, the Client will be entitled to terminate the Agreement. Notice of termination shall be given by registered letter and shall be received by the Contractor before the end of the force majeure.
- e. The aforementioned termination does not discharge the Client from its obligation to pay the invoice(s) referred to in Article 19. The costs incurred between the date of the last invoice and the date of dissolution shall be borne by the Client. In the event of dissolution, the Client will not be entitled to compensation.
- f. If the force majeure ends, the Contractor will inform the Client as soon as possible, after which the Contractor will resume performance of the Assignment.

## General financial provisions Article 15

- a. Unless the Parties have agreed otherwise in writing, the Contractor's fee will be determined on the basis of an hourly fee.
- b. At a request from the Client, the Contractor will provide in advance a statement of the estimated costs for the work to be carried out by the Contractor and/or his staff, either for a specific Assignment, or per calendar year or financial year.
- c. If fees or prices are subject to a change after the Agreement has been formed, but before the Agreement has been performed in full, the Contractor will be entitled to adjust the agreed rate accordingly.

## Invoice Article 16

Unless agreed otherwise, the invoice shall be itemized in such a way that the Client has sufficient insight into the composition of the elements that together form the amount invoiced.

## Complaints Article 17

- a. All complaints shall be submitted to the Contractor in writing within thirty (30) days of every delivery or - if it concerns defects that were discovered at a later time - within thirty (30) days of such discovery. The complaint shall contain a (substantiated) description of the grievances or defects discovered.
- b. Within fourteen (14) days of the date of receipt of the complaint, the Contractor shall inform the Client about whether and, if so, in what manner the complaint will be met.
- c. Complaints regarding deliveries made and/or services/performances provided and work carried out for that purpose will expressly not entitle the Client to suspend its obligation to pay outstanding invoices.
- d. Complaints with regard to invoices sent by the Contractor to the Client shall be submitted within two (2) weeks of the date of sending as stated on the invoice. Any right of complaint with regard to invoices will lapse by exceeding the period stated in this paragraph, unless the Client has been unable to take note of the content of the invoice within the aforementioned period because of force majeure, to be claimed and to be proven by the Client. In the latter case, the period will commence on the day of taking note.

## Intellectual property Article 18

All rights of an intellectual nature with regard to computer programs, system designs, ways of working, research methods, reports, etc. originating from or used by the Contractor are and remain, both during and after the performance of the Assignment, expressly and exclusively the property of the Contractor, irrespective of any contribution made by the Client itself or any party or parties engaged in the creation of the aforementioned programs, designs, ways of working, etc. The exercise of these rights is expressly and exclusively reserved for the Contractor, both during and after the performance of the Assignment.

## Payment Article 19

- a. The invoice shall be paid within fourteen (14) days of the date of the invoice, failing which the Client will be in default by operation of law.
- b. After expiry of the period referred to under paragraph a., the Client will owe an interest payment consisting of the statutory interest pursuant to Book 6, article 119a of the Dutch Civil Code, with part of a month being regarded as an entire month.
- c. After expiry of the period referred to under paragraph a., the Client will also owe all costs reasonably incurred for obtaining payment out of court, which costs are set at a minimum of 15% of the principal sum plus turnover tax with a minimum of EUR 70, without the Contractor being obliged to demonstrate whether he has actually incurred the costs in question. Furthermore, the Client will in that case owe the Contractor all judicial costs incurred by the Contractor. If the Contractor engages third parties for the judicial or extrajudicial activities, the Client will also owe the Contractor all costs incurred by these third parties in connection with extrajudicial activities, directly or indirectly.
- d. If a request to make an advance payment or provide security does not meet with a proper response, the Contractor will be entitled to dissolve the Agreement in writing by registered letter or letter with confirmation of receipt, or by telefax with fax receipt and/or receipt of confirmation, after twice twenty-four (24) hours of the date of sending, without prejudice to the Contractor's right to payment of the performances already delivered and to compensation accruing to the Contractor because of the dissolution.
- e. Without prejudice to any communication made by the Client when making its payment and without prejudice to the manner of administrative processing by the Client of the payment, payments will always and exclusively be deemed to serve as payments for the amounts owed to the Contractor, in the following manner. Firstly, every payment shall be set off against the collection costs and interest owed by the Client, and payments will subsequently be set off against the oldest outstanding invoices of the Contractor.

## Electronic communication Article 20

- a. During the performance of the Assignment, the Client and the Contractor can, at a request from the Client, communicate with each other through electronic means of communication.
- b. The Client and the Contractor are not liable to each other for damage that may arise for one or both of them as a result of the use of electronic means of communication, including but not limited to damage resulting from non-delivery or delay in the delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for transmission, reception or processing of electronic communication, transfer of viruses, and the failure to function or improper functioning of the telecommunications network or other means required for electronic communication, except insofar as such damage is the result of intent or gross negligence.

- c. Both the Client and the Contractor will do everything that either of them can reasonably be expected to do or refrain from doing to prevent the aforementioned risks from arising.
- d. The data extracts from the computer systems of the sender provide conclusive evidence for (the content of) the electronic communication sent by the sender until proof to the contrary is provided by the receiver.

## Privacy Article 21

- a. In order to have the services performed by the Contractor, collection and temporary storage of personal data may be necessary. The data is processed in the context of the following purposes:
  - The formation and performance of the Agreement;
  - Contacting the Client and/or the contact persons of the Client;
  - Providing the Client and contact persons with further information about services and/or relevant products ('commercial purposes'), while if the receiver concerned does not wish to receive any information, this can easily be indicated by clicking 'deregister' in the email received.
- b. All personal data will be processed in accordance with the applicable privacy regulations, such as the General Data Protection Regulation (GDPR) and the General Data Protection Regulation (Implementation) Act.
- c. The Client has a privacy statement in place which can be consulted on the website and which will be made available immediately on a request from the Client or data subject.

## Authorization to make amendments Article 22

- a. The Contractor is authorized to amend these General Conditions. The General Conditions amended by the Contractor shall apply for the Client as of thirty (30) days after the Client has been informed of the amendment in writing, unless the Client informs the Contractor in writing within this period that it objects to the amendment. In the latter case, the Client will be authorized to terminate the Agreement with effect from the time the amended General Conditions to the Agreement were to enter into effect, but only if the amendment entails a substantial reinforcement of the obligations arising for the Client from the Agreement. Notice of termination shall be given in writing.
- b. If the Client has communicated its objection to the amendment in a timely manner, without duly terminating the Agreement, the unmodified General Conditions will continue to apply between the Parties until the Assignment has been completed or the Agreement has been terminated, but no longer than six (6) months from the end of the aforementioned period of thirty (30) days. If the Agreement continues to exist after this period, the amended General Conditions will apply thereto from that time.

## Disputes Article 23

- a. Dutch law applies to all agreements between the Client and the Contractor to which these General Conditions are applicable.
- b. All disputes related to agreements between the Client and the Contractor to which these Conditions apply and that do not fall within the jurisdiction of the subdistrict court will be resolved by the competent court in the district in which the Contractor has his place of business, unless it concerns disputes that do not relate to the business of profession of the Client.
- c. The Client is free to opt for disciplinary proceedings as the course of action.

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