

GENERAL TERMS AND CONDITIONS AVANC ARBEIDSRECHT B.V.

ARTICLE 1 GENERAL

1. AvanC Arbeidsrecht carries out its activities as the private limited company AvanC Arbeidsrecht B.V., with registered office and principle place of business at Meent 106, 3011 JR Rotterdam, Netherlands.
2. These General Terms and Conditions are set out for AvanC Arbeidsrecht as well as its Director, (former) employees, the trust account ('Stichting Beheer Derdengelden') and its (former) Directors, anyone engaged by AvanC Arbeidsrecht for the execution of its duties, and all heirs and successors of the aforementioned persons. In Article 4 and 5, 'AvanC Arbeidsrecht also refers to the (legal) persons mentioned in the previous sentence.
3. These General Terms and Conditions are applicable to all instructions given to AvanC Arbeidsrecht and therefore also to any future instructions given by the client to AvanC Arbeidsrecht.

ARTICLE 2 INSTRUCTIONS

1. Each instruction accepted is considered to be accepted exclusively on behalf of AvanC Arbeidsrecht. The instruction will be carried out by AvanC Arbeidsrecht, also when the instruction given is intended for a certain person. The applicability of Article 7:404 and 7:407, section 2 of the Civil Code is hereby excluded.
2. AvanC Arbeidsrecht may use the services of third parties (auxiliary persons) when carrying out its instructions. AvanC Arbeidsrecht is authorised to engage these auxiliary persons on behalf of the client and to accept the general terms and conditions, and limitations of liability of these auxiliary persons.
3. Any instruction is exclusively carried out for the client. Third parties will not be able to derive any rights from any facts which are in anyway related to the activities carried out for the execution of the instruction, to the refusal to carry out such activities or to the refusal to accept an instruction.

ARTICLE 3 RATES, PAYMENT AND COSTS

1. For any work carried out the client will be charged a fee by AvanC Arbeidsrecht, to which is added VAT and any advance payments (such as court fees, travel and accommodation costs, costs related to auxiliary persons, etc.).

2. Unless otherwise agreed in writing between the client and AvanC Arbeidsrecht, the fee payable by the client will be calculated based on the number of hours carried out by AvanC Arbeidsrecht multiplied by the hourly rate set out annually on 1 January by AvanC Arbeidsrecht.

3. Payment must take place within fourteen days as from the invoice date. If payment is not received within this period, interest is payable to AvanC Arbeidsrecht by the client, equal to the statutory interest rate. If payment is not received within 2 months from the invoice date, interest will be charged at 10% (ten percent) over the amount due, or equal to the (applicable) statutory interest rate if this rate is higher than the aforementioned 10%. When calculating the interest a part of a month is considered an entire month. AvanC Arbeidsrecht will furthermore charge the client extrajudicial collection costs at 15% (fifteen percent) over the unpaid fees.

ARTICLE 4 LIABILITY

1. Any liability of AvanC Arbeidsrecht is in any case limited to the amount paid under the professional liability insurance or the general liability insurance of AvanC Arbeidsrecht, to which is added the excess payable by AvanC Arbeidsrecht under these insurances in such an event. If, for any reason, there is no entitlement to any payment under either of the abovementioned insurances, the liability of AvanC Arbeidsrecht is limited to three times the fee (excluding VAT) declared for the execution of the instruction, with a maximum total amount of EUR 50,000.

2. Any liability of AvanC Arbeidsrecht for the actions or omissions by auxiliary persons engaged by AvanC Arbeidsrecht, is excluded. For as far as AvanC Arbeidsrecht is able to exercise any rights towards these auxiliary persons in connection with damage caused to the client by these auxiliary persons, AvanC Arbeidsrecht will, at its sole discretion, either exercise these rights for and at the expense of the client or transfer these rights to the client, when such a transfer is legally permitted.

3. The client safeguards AvanC Arbeidsrecht against any claims from third parties in any way related to any activities for the execution of the instruction, to the refusal to carry out such activities or to the refusal to accept an instruction, unless liability is caused intentionally or due to gross negligence. This safeguard is also related to the costs AvanC Arbeidsrecht may incur to defend itself against being held liable.

4. Any claim by the client towards AvanC Arbeidsrecht becomes time-barred, or in the case of an expiry date, will expire after one year or after a shorter period if the law prescribes this. The period of limitation or expiry period commences on the day following the day on which the client became aware or could reasonably have become aware of the existence of the claim.

ARTICLE 5 MISCELLANEOUS

1. Dutch law applies to all legal relationships between the client and AvanC Arbeidsrecht.
2. The court in Rotterdam has exclusive jurisdiction over any disputes between AvanC Arbeidsrecht and clients.
3. These General Terms and Conditions are set out in the Dutch as well as the English language. In the event their interpretation is disputed, the Dutch version will prevail.

These General Terms and Conditions are applicable as from 20 November 2017.