

## **Jongman Advies Buro Terms and CONDITIONS**

### **Definitions**

1. Jongman Advies Buro: Jongman Adviesburo, established in didam under coc Nr. 09187836.
2. Customer: The person with whom jongman Advies Buro has entered into an agreement .
3. Parties: Jongman consultancy Buro and customer together.
4. Consumer: a customer who is also an individual and who acts as a private person .

### **Applicability of terms and conditions**

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Jongman Advies Buro.
2. Parties may only deviate from these conditions if they have expressly agreed and in writing .
3. The parties expressly exclude the applicability of additional and/or deviating a general Terms and conditions of the customer or third parties .

### **Prices**

1. All prices that Jongman Advies Buro employs are in euros, are inclusive of VAT and exclude any other costs such as administration costs, levies and travel, shipping or transport costs, unless expressly otherwise stated or otherwise agreed.
2. All prices on that Jongman advies Buro apply to his products or services, on his website or which are otherwise disclosed , jongman advies buro can at all times wisetup.
3. The price relating to a service is determined by Jongman Advies Buro on the basis of the actual hoursspent.
4. The price is calculated according to the usual hourly rates of Jongman Advies Buro, for the period in which He performs the work , unless a deviating hourly rate has been agreed.
5. If the parties have agreed a total amount for a service provided by Jongman Advies Buro , this is always a target price, unless the parties explicitly and consistently have a fixed price, of which Cannot be deviated , have been agreed.
6. Jongman Advies Buro is entitled to deviateto 10% of the target price .
7. If the target price is more than 10% higher , jongman Advies Buro should inform the customer in good time why a higher price is justified .
8. If the target price exceeds 10% higher , the customer has the right to expire the part of the contract , which is increased by 10% above the target price .
9. Jongman Advies Buro has the right to adjust the prices annually .
10. Prior to Its entry, jongman Advies Buro will communicate price adjustments to the customer.
11. The consumer has the right to claim the agreement with Jongman Advies Buro If he does not agree with the price increase.

### **Payments and payment Terms**

1. The customer must pay expenses to jongman Advies Buro within 7 days of the invoice date , unless the parties have made other agreements on this or the invoice indicates another language period .
2. Payment Terms are considered as fatal payment periods. This means that if the customer has not fulfilled the agreed amount at the latest on the last Day of the payment deadline , He is legally in default en , without the Jongman Advies Buro having to send a reminder to the customer c. Q. In default .

3. Jongman Advies Buro reserves the right to make a delivery subject to immediate payment or to demand a securityproposition for the total amount of the services or Products.

### **Gevolgen niet tijdig betalen**

1. If the customer does not pay within the agreed period, Jongman Advies Buro is entitled to charge an interest rate of 1% per month from the dAG that the customer is in default , part of a month for a whole month is counted.
2. In addition , when the customer is in default , He owes extrajudicial collection costs and any compensation to jongman Advies Buro.
3. The collection costs are calculated on the basis of the decision fee for extrajudicial collection costs.
4. If the customer does not pay on time, Jongman Advies Buro may suspend his obligations until the customer has fulfilled his payment obligation .
5. In case of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, the claims of Jongman Advies Buro on the customer are immediately payable.
6. If the client refuses to cooperate in the execution of the Agreement by Jongman advies Buro, He is still obliged to pay the agreed price to jongman advies buro .

### **Opschortingsrecht**

Unless the customer is a consumer , the customer shall waive the right to suspend the fulfilment of any obligation arising from this agreement .

### **Clearing**

Unless the customer is a consumer , the customer renames his right to charge a debt to jongman advies buro with a claim at Jongman advies Buro.

### **Insurance**

1. The customer undertakes to insure the following matters adequately and to keep them insured against , among other things , fire, explosionand Water damage as well as theft:
  - o necessary for the implementation of the underlying Agreement on the supply of goods and
  - o Business of Jongman Advies Buro who are present at the customer
  - o Items delivered under Reservation of title
2. At the first request of Jongman Advies Buro , the customer gives the policy of these insurances for inspection.

### **Warranty**

When the parties have entered into an agreement with a service character , it contains only effort obligations for jongman Advies Buro , no result obligations.

### **Implementation of the Agreement**

1. Jongman Advies Buro performs the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship .
2. Jongman Advies Buro has the right to have the agreed service provided (partially) carried out by third parties.
3. The execution of the agreement shall be carried out in a mutually agreed and after written agreement and payment of the possible advance by the customer.
4. It is the responsibility of the customer that jongman Advies Buro can start the execution of the agreement in a timely manner .
5. If the customer does not ensure that jongman Advies Buro can commence the execution of the agreement in a timely manner , the resulting additional costs and/or additional hours for account of the customer.

### **Customer Information**

1. The customer shall make available to jongman All information, data and documents relevant to the correct execution of the agreement in a timely manner and in desired form . Consultancy Buro.
2. The customer is in charge of the correctness, completeness and reliability of the information, data and documents made available , even if they originate from third parties , To The extent that the Nature of the agreement does not otherwise arise.
3. If and to the extent that the customer requests this , jongman Advies Buro returns the bet-lifting documents.
4. Does not make the customer available , not timely or not properly , the information, data or documents requested by Jongman's opinion , and the execution of the agreement is delayed , Then come the daapane resulting additional costs and extra hours on behalf of the customer.

### **Duration of the Agreement**

1. The agreement between Jongman Advies Buro and the customer is entered into for the duration of 1 year, unless the nature of the agreement does not otherwise matter for TV or parties expressly and in writing otherwise agreed.
2. If a contract has been entered into for a fixed period of time , it shall be tacitly converted to an indefinite contract after the expiry of the period , unless 1 of the party's Agreement , subject to a notice period of 2 months(en), c. Q. a consumer terminates the agreement , subject to a notice period of 1 month , the agreement shall terminate by operation of Law.
3. If the parties have agreed a deadline within the duration of the agreement for the completion of certain working hours, This is never a fatal term. In writing This deadline , the customer must default to jongman Advies Buro .

### **Intellectual property**

1. Jongman Advies Buro retains all intellectual property Rights (including copyright, patent law, trademark law, drawing and design law, etc.) on all designs, drawings, writings, carriers with Data or other information, quotations, images, sketches, models, models, etc., unless the parties have agreed otherwise in writing .
2. The customer may not, without the prior written consent of Jongman Advies Buro (let) , display and/or make available to third parties the aforementioned intellectual property Rights or otherwise use it.

### **Secrecy**

1. The customer keeps secret any information He (in any form whatsoever ) of Jongman Advies Buro receives .
2. The same applies to all other information concerning jongman Advies Buro , which he knows or may reasonably suspect is secret or confidential , or which he can expect to have dissemination of the jongman Advies Buro may causeharm.
3. The customer shall take all nodige measures to ensure that he also keepsthe information referred to in paragraphs 1 and 2 confidential.
4. The obligation of confidentiality laid down in this article shall not apply to information:
  - o Who was already public before the customer learned this information or later became public without it being the result of a breach of the confidentiality obligation of the customer
  - o Which is made public by the customer on The basis of a statutory obligation
5. The Obligation of confidentiality laid down in this article shall apply for the duration of the agreement and for a period of 3 years after itsexpiry.

### **Boetebeding**

1. If the customer violates the article of these general terms and conditions about secrecy or intellectual property , he forfeits for the benefit of Jongman Advies Buro an immediately payable fine of € 5.0001.000 for any violation and in addition , an amount of 5% of the above mentioned amount for each day that this violation persists.
2. No prior written or judicial proceeding is necessaryfor the purpose of forusing This fine . There is also no need for any kind of damage.
3. The forting of the fine referred to in the first paragraph of this article shall be without prejudice to the other rights of Jongman Advies Buro including his recht to claim compensation in addition to the penalty .

### **Protection**

The customer indemnifies jongman advies buro against all claims of third parties related to the products and/or services supplied by Jongman advies Buro .

### **Complaints**

1. The customer must investigate a product or service provided by Jongman Advies Buro as soon as possible for any deficiencies.
2. If a delivered product or service does not correspond to the customer 's reasonable expected of the agreement , the customer shall inform Jongman Advies Buro as soon as possible, but in any event within 1 month of the detection of deficiencies.
3. Consumers should inform Jongman Advies Buro at the latest within 2 months after the constatering of the shortcomings .
4. The customer gives a detailed Description of the deficit, so that jongman Advies Buro is able to respond adequately to this .
5. The customer must demonstrate that the KLacht relates to an agreement between the parties.
6. In any event , if a complaint relates to ongoing work, This may not lead to jongman Advies Buro being held to perform other activities than have been agreed.

### **Notice**

1. The customer must notify jongman Advies Buro in writing .

2. It is the customer's responsibility that a notice of default jongman Advies Buro is actually (timely) achieved.

### **Customer's main liability**

If jongman advies buro enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts that they owe to jongman advies buro under that agreement . .

### **Liability Jongman Advies Buro**

1. Jongman Advies Buro is only liable for any damage that the customer suffers if and insofar as this damage is caused by Intent or deliberate recklessness.
2. If Jongman Advies Buro is liable for any damage, it is only liable for direct damage arising out of or in connection with the execution of an agreement.
3. Jongman Advies Buro is never liable for indirect damage, such as consequential damages, lost profits, lost savings or damage to third parties.
4. If jongman Advies Buro is liable, This liability is Limited to the amount paid out by a closed (Professional)Liability insurance and in the absence of (full) Oniontkering by an insurance company of the damage amount, the liability is limited to the (part of the) Invoice amount to which the liability relates.
5. All images, photographs, colours, drawings, descriptions on the Websior in a catalogue are only indicative and are only approximate and may not lead to Compensation and/or (partial) dissolution of the contract and/or suspension of any obligation.

### **Expiry period**

Any right of the customer for damages of Jongman Advies Buro expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of article 6:89 of the civil Lawbook.

### **Right to dissolution**

1. The customer has the right to terminate the agreement if jongman Advies Buro fails to fulfil his obligations, unless this shortcoming, given its particular nature or minor meaning, the dissolution does not justify.
2. If the fulfilment of the obligations by Jongman advies Buro is not permanent or temporary Impossible, then dissolution can only take place after Jongman advies Buro is in default.
3. Jongman Advies Buro has the right to terminate the Agreement with the customer if the customer does not fulfil his obligations under the contract in full or not in time, or if Jongman Advies Buro has taken note of circumstances that give him good ground to fear that the customer will not be able to fulfil their obligations properly.

### **Overmacht**

1. In addition to the provisions of article 6:75 civil code, a shortcoming of Jongman advies Buro in the fulfilment of any obligation towards the customer cannot be given to Jon Gman advies Buro Be attributed in any of the will of Jongman Advies Buro Independent situation, thereby preventing the fulfilment of its obligations towards the customer in whole or in part or so

- that the fulfillment of his rushes in reasonableness cannot be required from Jongman Advies Buro .
2. The force majeure situation referred to in paragraph 1 shall also be counted - but not exclusively - : State of emergency (such as Civil War, insurgency, riots, natural disasters, etc.); performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, Internet, computer and telecom failures; computerviruses, strikes, Government measures, unforeseen transport problems, bad weather conditions and workinterruptions.
  3. If a force majeure situation arises whereby jongman advies buro is unable to fulfill or more obligations to the customer , those obligations will be suspended until jongman advies buro can meet again .
  4. From the moment a force Majeure has lasted at least 30 calendar days , Both parties may dissolve the agreement in full or in part in writing.
  5. Jongman Advies Buro does not oweany (damage)compensation in a force majeure situation , even if it enjoys any advantage as a result of the force majeure.

### **Amendment of the Agreement**

If, after the conclusion of the agreement for its implementation , it appears necessary to amend or supplementits content , the parties shall, in good time and by Mutual Agreement , adapt the Agreement accordingly .

### **Change of terms and conditions**

1. Jongman Advies Buro is entitled to amend or supplement these general terms and conditions .
2. Minor changes may be madeat all times .
3. Major changes in content will be discussed with the customer as much as possible in advance by Jongman Advies Buro .
4. Consumers are entitled to the agreement in a material change to the General terms and conditions .

### **Overgang van right**

1. Customer 's rights from an agreement between the parties cannot be transferred to third parties without the prior written consent of Jongman Advies Buro.
2. This provision is considered to be a contractual clause as referred to in the second paragraph of article 3:83 of the civil code.

### **Consequences of nullity or voidability**

1. If one or more provisions of these general terms and conditions prove void or destructive , this does not affect the other provisions of these terms.
2. In that case , a provision that is void or voidable is replaced by a provision that is closest to what Jongman Advies Buro has in drafting The conditions at that point had in mind .

### **Applicable law and competent Court**

1. All agreements between the parties are governed exclusively by Dutch law .

2. The Dutch Judge in the district where jongman Advies Buro is located/ practice /office holds is exclusively competent to take note of any disputes between parties, unless the law Mandatory otherwise .

Opgesteld op 01 november 2019.