

## **General terms and conditions**

### **1. Applicability**

- 1.1 These general terms and conditions apply to all offers and all agreements between CJB Incasso and a client, insofar as the parties have not expressly derogated from these general terms and conditions in writing. Applicability of general terms and conditions of the client is expressly excluded.
- 1.2 These general terms and conditions also apply for any third party that CJB Incasso engages in the performance of an assignment or that may be liable in relation thereto.

### **2. Formation and termination of the assignment**

- 2.1 An assignment will be formed through CJB Incasso's confirmation of that assignment to the client.
- 2.2 All assignments will be performed by or on behalf of CJB Incasso. This also applies to assignments that are expressly or implicitly intended to be performed by a certain person. Applicability of Sections 404 and 407, subsection 2, of Book 7 of the Dutch Civil Code is expressly excluded.
- 2.3 Both parties are authorised to terminate the assignment, early or otherwise, through cancellation thereof, where desired with immediate effect. In such case, CJB Incasso will continue to be entitled to payment of any amount in collection costs and interest that, in the relevant case, it could have claimed from the debtor.

### **3. Performance of the assignment**

- 3.1 The client must provide CJB Incasso with any details that CJB Incasso indicates are required or that the client may reasonably be expected to understand are required for the performance of the assignment and must do so in good time.
- 3.2 The client guarantees that the details provided to CJB Incasso are complete, correct and reliable, including where these come from third parties. CJB Incasso is not liable for any loss of any kind that should result from CJB Incasso relying on incomplete, incorrect or unreliable details provided by the client. If CJB Incasso does not receive the details required for the performance of the assignment in good time, or if the details provided are incomplete, incorrect or unreliable, CJB Incasso may suspend the performance of the assignment.
- 3.3 Wherever possible, the client must provide details in electronic form (preferably in PDF form) by emailing these or uploading these to the digital file (where available). Rather than sending the originals, the client must provide copies of any details that are not provided in electronic form. Wherever possible, CJB Incasso will process any details that are not provided in electronic form by scanning these and storing these in the client's digital file (where available), after which CJB Incasso will be free to destroy the non-digital details. The latter does not apply to original deeds, court documents, bailiff's notifications or judgments.
- 3.4 The accepted assignment will lead to a best-efforts obligation for CJB Incasso, rather than to a result obligation.
- 3.5 Unless expressly agreed otherwise in writing, any completion date that is agreed upon with regard to the assignment will only be indicative and will not be considered a strict deadline. In the event that the indicative date is exceeded, CJB Incasso must first be given written notice of default, in which notice CJB Incasso must be given a reasonable term of at least 10 working days to complete the assignment after all.
- 3.6 CJB Incasso will be free to engage third parties (such as bailiffs) in the performance of an assignment.
- 3.7 The assignment will only be performed for the benefit of the client.

### **4. Electronic communication and online portal**

- 4.1 Wherever possible, correspondence will take place via electronic means.
- 4.2 Unless expressly agreed otherwise, CJB Incasso will use the email address communicated by the client as the client's primary correspondence address.
- 4.3 CJB Incasso has an online portal in which the client can consult its digital files. Login details for the online portal are strictly personal and may not be provided to third parties.
- 4.4 Save for technical failures, the online portal is available on a 24/7 basis. CJB Incasso accepts no liability for temporary unavailability of the online portal or the online portal temporarily failing to function properly.
- 4.5 Electronic communication will be deemed to have been received on the day on which it is sent. The version of the electronic communication that CJB Incasso has stored will be considered evidence between the client and CJB Incasso.
- 4.6 Except in the event of a wilful act or deliberate recklessness, CJB Incasso will not be liable towards the client for loss arising from the use of electronic communication, such as the spread of viruses.

## **5. Fee and invoicing**

5.1 Claims on corporate debtors (B2B) are subject to different conditions than claims on private debtors (B2C). With regard to claims on corporate debtors (B2B), CJB Incasso works on the basis of the 'No Pay' principle. This means that the debt collection process is at no cost to you. Clients can find more information on this in the CJB Incasso B.V.'s Debt Collection Rules (*Incassoregels*), which are part of these general terms and conditions.

5.2 Any costs incurred for the benefit of the assignment (disbursements), such as – without limitation – court fees, bailiff's costs, translation costs, courier costs and the costs of extracts will be charged to the client (separately). Travel expenses will be charged on the basis of €0.19 excluding VAT per kilometre.

5.3 CJB Incasso will send the invoices electronically, to the email address the client has communicated.

5.4 Any objections against an invoice must be received by CJB Incasso within 10 days of the invoice date, in writing. Such an objection will not suspend the client's payment obligation.

## **6. Payment, interest and costs**

6.1 Invoices must be paid, without suspension or set-off, within 14 days of the invoice date, through transfer of the amount owed to bank account number NL91 INGB 0007 2332 24 (BIC: INGBNL2A) (ING BANK N.V.) in the name of CJB Incasso B.V. in Yde [the Netherlands].

6.2 The expiry of the payment term will cause the client to be in default by operation of law, without notice of default being required. In such case, the client will owe the statutory interest + 1.5%. If the client is a consumer, the statutory interest will be owed. In the event of default on the client's part, CJB Incasso will be authorised to suspend compliance with its obligations under any agreement with the client until all due and payable claims have been satisfied after all.

6.3 If the client fails to comply with any payment obligation or other obligation or fails to comply with such an obligation in time, any extrajudicial costs involved in achieving compliance will be at the client's expense, in addition to the principal and interest. The extrajudicial collection costs will amount to at least 15% of the principal owed, and interest and will be at least €500, except if the client is a consumer. In such case, the collection costs will be estimated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).

6.4 In derogation from Section 43 and 44 of Book 6 of the Dutch Civil Code, any payments made by the client will always be applied to the oldest claim.

6.5 In the event of liquidation, bankruptcy, a petition for bankruptcy, a moratorium of the client, provisional or otherwise, attachment or force majeure, or in the event that the statutory debt restructuring scheme comes to apply to the client, all claims on the client under any agreement will immediately become due and payable. In those cases, CJB Incasso will be authorised to suspend performance of or terminate any agreement with the client.

## **7. Clients' account**

7.1 Monies that CJB Incasso receives for the benefit of the client will be deposited in CJB Incasso's clients' account (*derdengeldenrekening*). Unless agreed otherwise, no interest will be paid on these monies.

7.2 Monies that accrue to the client will be transferred to the bank account or giro account indicated by the client within 14 days, after deduction of any amounts owed to CJB Incasso, which deductions CJB Incasso will at all times be authorised to make.

7.3 Foreign currency will be handled on the basis of the exchange rate of the relevant day.

## **8. Power of attorney**

Insofar as this is required, the client hereby grants CJB Incasso a general power of attorney to represent all the client's property law-related interests and other business interests.

## **9. Force majeure**

CJB Incasso is not obliged to comply with any obligation if it is prevented from doing so due to force majeure. Force majeure will in any case be understood to include illness on CJB Incasso's side.

## **10. Indemnification**

The client indemnifies CJB Incasso against all third-party claims – which includes reasonable costs of legal assistance – that may in any way be associated with the work performed for the benefit of the client. Reasonable costs of legal assistance will include – among other things – the costs of CJB Incasso's own work, which will be charged on an hourly basis.

## **11. Liability**

11.1 Insofar as this is covered by its liability insurance, CJB Incasso's liability will be limited to the amount of the payment made by the insurer. CJB Incasso's liability insurance covers at least those amounts as prescribed by the Netherlands Bar Association. A copy of the current policy with conditions is available for inspection at CJB Incasso's offices.

11.2 If the insurer does not pay out or the loss is not covered by the insurance, CJB Incasso's liability will be limited to the fee owed for the last six months of the relevant collection case.

11.3 CJB Incasso will under no circumstances be liable for loss consisting of loss of turnover or goodwill, decreased revenue, lost profits or any other indirect loss.

11.4 CJB Incasso is not liable for mistakes made by third parties that are engaged in the performance of the assignment. Applicability of Section 76 of Book 6 of the Dutch Civil Code is expressly excluded.

11.5 The restrictions of liability contained in these terms and conditions do not apply in the event that the loss is due to a wilful act or deliberate recklessness on CJB Incasso's part.

11.6 Without prejudice to the provisions of Section 89 of Book 6 of the Dutch Civil Code, any rights of claim and other powers of the client on any basis against CJB Incasso in connection with the performance of the assignment will in any case lapse one year after the client became aware of or could reasonably have become aware of the event on which these rights and powers are based.

11.7 The restrictions of liability contained in this article will also be relied upon for the benefit of any third party that is engaged in the performance of the assignment or that may be liable in relation thereto.

## **12. Copyright**

12.1 Unless expressly agreed otherwise in writing, CJB Incasso reserves the rights and powers that are vested in it pursuant to the Dutch Copyright Act (*Auteurswet*) with regard to the works created within the framework of the performance of the assignment, such as advice, letters, contracts, manuals and court documents.

12.2 The client will only acquire a non-exclusive right to use the works created within its own organisation for the purpose agreed upon in the assignment.

12.3 Without the prior written permission of CJB Incasso, the client is forbidden from copying or publishing the works created or otherwise making these available to third parties.

## **13. Archiving**

CJB Incasso will save the file created in the performance of the assignment for at least five years after completion of the work, after which it will be destroyed.

## **14. Applicable law**

All agreements between CJB Incasso and the client are subject to Dutch law.

## **15. Settlement of disputes**

15.1 Any dispute between the client and CJB Incasso will, insofar as that court is competent, be settled by the North Netherlands District Court, Assen branch. However, CJB Incasso will be authorised to bring the client before the court that is competent according to the law or the applicable international treaty.

15.2 If the client is a consumer or their company or practice employs three or fewer than three people (including the client), they will be authorised, within a month of CJB Incasso invoking this provision in writing, to have the civil court that is competent according to the law settle the dispute.

## **16. Changes to the terms and conditions**

CJB Incasso is authorised to make changes to these terms and conditions. Such changes will come into effect at the indicated time or as soon as the change has been communicated to the client.

## **17. Protection of personal data**

CJB Incasso is responsible for processing personal data as indicated in the privacy statement. This privacy statement can be found at [www.cjbincasso.nl/privacyverklaring](http://www.cjbincasso.nl/privacyverklaring).