



De Zaak Hermelink

General Conditions of De Zaak Hermelink B.V.

De Zaak Hermelink B.V.

Vlinderplein 10

2805 KH Gouda, The Netherlands

Chamber of Commerce no. 90635175

Article 1: Definitions

The following definitions apply in these conditions:

1. De Zaak Hermelink: the user of these General Conditions and its representatives and employees.
2. Client: the person for whom De Zaak Hermelink performs Work on the basis of an Agreement.
3. Agreement: the agreement for services between De Zaak Hermelink and the Client.
4. Work: all actions, practices and services to be performed by De Zaak Hermelink for the Client.

Article 2: Applicability

1. These conditions apply to and form part of every offer, quotation and Agreement between De Zaak Hermelink and a Client, however named, under which De Zaak Hermelink undertakes to perform Work for the Client, as well as the resulting Work.
2. Deviations from and additions to these general conditions are valid only if De Zaak Hermelink and the Client have expressly agreed to them in writing.
3. The applicability of any general conditions of the Client is expressly rejected.
4. If one or more of the provisions of these general conditions are void or may be voided, the remaining provisions of these general conditions will remain fully applicable.
5. If a situation arises between the parties that is not governed by these general conditions, this situation must be assessed according to the spirit of these general conditions.
6. If De Zaak Hermelink does not always require strict compliance with these conditions, this does not mean that their provisions do not apply, or that De Zaak Hermelink would have waived these conditions, or that De Zaak Hermelink would to any extent lose the right to require strict compliance with the provisions of these conditions in other cases.

Article 3: Offers and quotations

1. Unless expressly agreed otherwise, De Zaak Hermelink makes all quotations and offers without obligation. De Zaak Hermelink may withdraw these quotations and offers as long as an Agreement has not yet been concluded.

2. Unless stated otherwise, De Zaak Hermelink's quotations are valid for 30 days.
3. De Zaak Hermelink cannot be made to honour its quotations or offers if the Client can or should have reasonably understood that the quotations or offers, or any part of them, contain an obvious mistake or clerical error.
4. A combined quotation does not oblige De Zaak Hermelink to perform part of the assignment at a corresponding part of the quoted price.
5. All prices or rates that De Zaak Hermelink applies or quotes exclude turnover tax (VAT) and other government levies.

Article 4: Performance of the Agreement

1. De Zaak Hermelink must perform the Agreement to the best of its knowledge and ability in accordance with high standards.
2. De Zaak Hermelink may have certain activities performed by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
3. The Client must ensure that all data, information and materials which De Zaak Hermelink states are necessary or which the Client should reasonably understand are necessary for performing the agreement are provided to De Zaak Hermelink in a prompt and complete manner. The Client warrants that such data, information and materials are accurate and sound.

Article 5: Personal data

1. De Zaak Hermelink handles all your information and personal data confidentially. You can read more about this in the Privacy Statement.

Article 6: Payment and debt collection costs

1. Payment must be made within 30 days of the invoice date, in the manner stated by De Zaak Hermelink and in the invoiced currency unless De Zaak Hermelink specifies otherwise in writing. De Zaak Hermelink may invoice periodically.
2. If the Client fails to pay an invoice on time, they will be in default by operation of law. The Client will then owe interest at the rate of 10% per month unless the statutory interest rate is higher, in which case the statutory interest rate will be payable. Interest on the amount due will be calculated from the moment the Client is in default until the moment of payment of the full amount due. Part of a month counts as a whole month for this purpose.
3. If the Client is in default, fails to fulfil their obligations or fails to fulfil them on time, all reasonable costs incurred in obtaining payment out of court are payable by the Client. The extrajudicial costs are calculated on the basis of customary Dutch debt collection practices, currently the Graduated Scale of Extrajudicial Collection Costs (*Staffel Buitengerechtelijke Incassokosten*, BIK). However, if De Zaak Hermelink has incurred higher costs for collection that were reasonably necessary, the actual costs incurred are eligible for reimbursement. Any judicial and enforcement costs incurred are also payable by the Client. The Client also owes interest on the collection costs due.

4. Appointments can be cancelled at no charge up to 24 hours in advance. If appointments are cancelled 24 hours or less in advance, De Zaak Hermelink may charge the cost of the reserved time plus any preparation or travel time.

Article 7: Liability

1. De Zaak Hermelink must perform the Agreement to the best of its knowledge and ability in accordance with high standards. Unless specifically agreed in writing, De Zaak Hermelink does not provide any warranty of any kind with respect to results of the Work under the Agreement.
2. If De Zaak Hermelink is liable, this liability is limited to what is regulated in this provision.
3. De Zaak Hermelink is not liable for damage, of any kind, caused by the fact that it relied on incorrect and/or incomplete data provided by the Client.
4. If De Zaak Hermelink is liable for any damage, its liability will be capped at half of the invoice value of the service, or at half of the invoice value of that part of the service to which the liability relates. In order to further limit liability for work lasting longer than six months, such liability will be capped at half of the invoice value over the last six months.
5. De Zaak Hermelink's liability in any case is always limited to the amount paid by its professional liability insurer, where applicable.
6. De Zaak Hermelink is liable for direct damage only.
7. Direct damage exclusively means the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred to have De Zaak Hermelink's defective performance comply with the agreement, insofar as these can be attributed to De Zaak Hermelink, and reasonable costs incurred to prevent or limit damage, insofar as the Client proves that these costs have limited the direct damage as referred to in these general conditions.
8. De Zaak Hermelink is never liable for indirect damage, including consequential damage, lost profits, missed savings and loss due to business interruption.
9. De Zaak Hermelink may invoke force majeure, which in any case includes all unforeseeable external causes, such as strikes, transport disruptions, and a De Zaak Hermelink employee's incapacity for work.

Article 8: Indemnity

1. The Client must indemnify De Zaak Hermelink against any claims of third parties who suffer damage in connection with the performance of the agreement, the cause of which can be attributed to parties other than De Zaak Hermelink. If third parties hold De Zaak Hermelink liable for this reason, the Client must at their expense assist De Zaak Hermelink both in and out of court, and immediately do everything that may be expected of them in that case. If the Client fails to adopt adequate measures, De Zaak Hermelink may do so itself with no notice of default. All costs and damages that De Zaak Hermelink and third parties incur as a result will be entirely at the Client's expense and risk.

Article 9: Termination

1. If the Client fails to comply with any provision of the Agreement or these general conditions and/or if the Client is granted a moratorium on the payment of debts, declared bankrupt or restructures their debts, De Zaak Hermelink may terminate the Agreement with immediate effect, without it being liable to pay any compensation to the Client.

Article 10: Mediation clause

1. If disputes arise in relation to the Agreement for services signed by the parties or in relation to ensuing agreements, the parties must first try to resolve these disputes through mediation, in accordance with the Regulations of the Dutch Federation of Mediators, with its registered office in Rotterdam, as they read on the commencement date of the mediation.
2. As long as the mediation has not ended, neither party will take the dispute to court other than for the sole purpose of safeguarding their rights. The parties must attend the first mediation meeting together. The parties are then free to terminate the mediation at any time. Mediation begins when the parties have initial intake interviews with the mediator.

Article 11: Location and amendment of conditions

1. These conditions are filed with The Hague Chamber of Commerce under number 90635175.
2. The most recently filed version or the version of these general conditions that applied when the Agreement with De Zaak Hermelink was concluded always apply.