

General Terms and Conditions

- Principal

The Client (Principal) as contracting party of the Contractor, Adviesgroep Eindhoven (Chamber of Commerce number: 59109262) or one of the affiliated companies that provide services under the trade name "Adviesgroep Eindhoven". The Client is jointly and severally liable for the payment of the invoices, unless otherwise agreed by the parties in writing prior to the establishment of the order.

- Contractor

Adviesgroep Eindhoven consists of a collaboration between various (limited) companies, **Belastingadviseur Eindhoven B.V.** (KvK number: 80383122) and **Strataego Advies & Bedrijfsadviseurs B.V.** (KvK number: 57749590), which publish themselves under this name. Each assignment specifically states the entity with which the Client will bind itself in a contractual relationship (assignment agreement). Adviesgroep Eindhoven is a trade name of **Strataego Project & Investment Holding B.V.** registered in the trade register under number 59109262.

- The Fee

The financial compensation (time-proportional or otherwise) excluding disbursements, which the Contractor has agreed in writing with the Client for the performance of the assignment.

- Disbursements

The costs incurred by the Contractor in the interest of the execution of the assignment.

1. Applicability

1.1. These General Terms and Conditions shall apply to all legal relationships between the Contractor and a Client, unless otherwise agreed in writing prior to the conclusion of an assignment.

1.2. All clauses in these General Terms and Conditions are also made on behalf of all natural and legal persons who are directly or indirectly involved, in whatever way, in the services to be provided by the Contractor.

1.3. These conditions are also published on the website(s) of the Contractor. These terms and conditions shall be referred to in correspondence prior to the work to be performed so that the Client is familiar with them.

1.4. General terms and conditions of our Client are expressly not accepted.

2. Assignment/Agreement

- 2.1. An Agreement of services is established with the private limited company Adviesgroep Eindhoven B.V. (CoC number: 59109262) or Belastingadviseur Eindhoven B.V. (CoC number: 80383122) or Strataego Advies I Bedrijfsadviseurs B.V. (CoC number: 57749590). This also applies if it is the Client's express or implied intention that the instruction be carried out by a specific person associated with one of the companies.
- 2.2. The assignment will be carried out exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed.

3. Suspension/termination of assignments

- 3.1. The contractor reserves the right to suspend the assignment if the fee is not paid and/or not paid in time, and also reserves the right not to execute the assignment if it has a well-founded fear that fees will not be paid and/or not paid in good time. The contractor also reserves the right to terminate the assignment if it is not fully and/or correctly informed by the Client, without becoming liable for damages as a result.
- 3.2. With regard to the conclusion of an assignment, the contractor may only be represented by an employee/partner affiliated with the contractor. The effect of article 7:404 paragraph 2 of the Dutch Civil Code, which establishes joint and several liability, is excluded if an order is given to two or more persons. To the extent that the performance of the assignment requires the engagement of a third party, consultation with the Principal will be sought in this respect where possible, except in the case of assistance from a bailiff.
- 3.3. When engaging a third party, the contractor shall exercise due care. The execution of assignments shall take place exclusively on behalf of the Client. Third parties cannot derive any rights from the contents of the work performed, under any name or title whatsoever.

4. Invoice

- 4.1. For the execution of an assignment, the Client shall owe the Contractor the fee plus disbursements and 21% turnover tax (VAT). If the performance of the assignment extends over a period of more than one month, an interim charge may be made for the work performed.
- 4.2. The Contractor is entitled to require the Client to make an advance payment. An advance payment received shall be set off against the final settlement in the context of the assignment.

4.3. If, in the opinion of the Contractor, the Client's financial position or payment record so warrants, the Contractor is entitled to require the Client to provide immediate (additional) security in a form to be determined by the Contractor. In the event that the Client fails imputably to fulfil its obligations vis-à-vis the Contracted Party, or fails to furnish the requested security, the Contracted Party will be entitled, without prejudice to its other rights, to suspend the further fulfilment of the Agreement with immediate effect and all amounts owed by the Client to the Contracted Party, for whatever reason, will be immediately due and payable.

4.4. Payment of Contractor's invoices shall take place without suspension or set off within 14 days of the invoice date. In the event of late payment, statutory (commercial) interest shall be due and all judicial and extrajudicial costs incurred in collecting the invoice shall be borne by the Client. The extrajudicial costs for business clients are set at 15% of the invoice with a minimum of € 100. The extrajudicial costs for consumers are calculated on the basis of the Incasso Costs Act (WIK).

5. Liability

5.1. The Contractor is insured for liability. The contractor is only liable for failures attributable to it in the execution of the agreement/assignment, to the extent expressly provided for in this article and furthermore to the extent that it has not exercised the care of a good contractor.

5.2. The total liability of the Contractor for the damage caused by the shortcomings is limited. The Contractor's liability shall be limited to the amount of the fee received by the Contractor for its work under the contract. In the case of assignments with a lead time exceeding one year, the liability referred to here shall be further restricted to a maximum of the total amount of the invoice for the last three months.

5.3. Any claims by the Client as referred to above must be submitted in writing to the office of the Contractor within the period of 30 days after notice of default. When submitting any claims after the 30-day period, the Client waives his rights.

5.4. Liability for indirect or consequential loss, including loss of turnover or profit, is excluded at all times. The Client shall indemnify the Contractor at all times against claims from third parties which are in any way connected to work performed by the Contractor for the Client, unless the claim is the result of intent or gross negligence on the part of the Contractor. This limitation of liability also applies to third parties engaged by the Contractor, who therefore have a direct right to invoke this limitation of liability.

6. Information obligation

6.1. The Client is obliged to make all relevant information and documents which the Contractor believes it needs for the proper execution of the granted order, available in good time and in the desired form. The Contractor will determine the manner in which and by which employee the granted assignment will be carried out.

7. Applicable law and choice of forum

7.1. The legal relationship between the Engaged Firm and the Client is governed by Dutch law.

7.2. Disputes shall be exclusively settled by the competent court within the district of the Contractor.

