

# GENERAL TERMS AND CONDITIONS

Jurato



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## **1. General conditions**

- 1.1. These general terms and conditions shall apply to every assignment accepted by Jurato B.V. and/or Jurato Utrecht B.V. and/or affiliated companies (hereinafter: '**Jurato**'), including any follow-up assignments and new assignments. The applicability of any general terms and conditions of the client or third parties is expressly rejected. The client's acceptance of a quotation or an assignment confirmation in which reference is made to these general terms and conditions shall be deemed to constitute acceptance of these general terms and conditions.
- 1.2. These general terms and conditions also apply to assignments in which Jurato engages third parties.
- 1.3. Deviation from these general terms and conditions is possible only if the parties have agreed in writing in advance.
- 1.4. In these general terms and conditions, 'in writing' means by post, by WhatsApp, by (e-)fax or by e-mail, provided that the identity of the sender and the authenticity of the communication have been sufficiently established. The burden of proof regarding receipt of electronic communication lies with the client.
- 1.5. If any provision of these general terms and conditions is null and void or is annulled, the other provisions remain in effect, and the void or annulled provision(s) will be replaced by a new provision that reflects the original provision's intent.
- 1.6. Jurato reserves the right to amend or supplement these general terms and conditions and will notify the client accordingly.

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

- 2.1. All assignments are accepted and executed exclusively by Jurato, notwithstanding the provisions of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code. This also applies when the client expressly or tacitly gives the assignment with the intention of it being executed by one or more specific persons associated with Jurato. In these general terms and conditions, 'connected persons' means any current or former direct or indirect subordinate or non-subordinate, whether or not hired employee, consultant, director, shareholder and/or partner of Jurato. Persons may be either natural persons or legal entities.
- 2.2. All offers by Jurato are non-binding and valid for 30 days. Jurato will not be held to offers that contain an obvious mistake or clerical error.
- 2.3. Jurato is not bound by a deviating acceptance of a quotation of Jurato by a potential client.
- 2.4. Offers and rates do not automatically apply to new or follow-up orders from the client.
- 2.5. An assignment is established at the moment an order confirmation has been sent by Jurato to client, and if applicable, the advance payment has been made.

## **3. Execution of the assignment**

- 3.1. Jurato determines the manner in which and by which person the assignment will be executed. In doing so, Jurato will take the wishes expressed by the client into consideration as much as possible.



- 3.2. If and to the extent required for the proper execution of the assignment, Jurato has the right to have certain work performed by third parties. Jurato does not require the client's permission to engage such third parties.
- 3.3. All services provided by Jurato are executed to the best of our knowledge and ability. Jurato has a best-efforts obligation, and never an obligation to achieve results.
- 3.4. In the execution of the assignment, Jurato shall rely on the information provided by the client. The accuracy of this information is the responsibility of the client. The client must inform Jurato immediately of facts and circumstances that have changed and/or that may be relevant to the execution of the assignment.
- 3.5. The client must provide Jurato with all information that Jurato requires to properly perform the order in a timely manner. Any (additional) costs to obtain required information shall be borne by the client.
- 3.6. If the client provides insufficient or incorrect information to Jurato, Jurato may dissolve the order and hold the client liable for any resulting damages.
- 3.7. An agreed deadline by Jurato is never a strict deadline, unless it concerns deadlines in legal proceedings or otherwise agreed.

#### **4. Rates**

- 4.1. Unless a fixed price is agreed with the client, the fee payable shall be based on the hourly rate plus additional costs. For the calculation of time spent, a time unit of six minutes is used as the smallest.
- 4.2. Any additional costs (such as travel and accommodation expenses, third party costs, court fees, etc.) incurred or paid by Jurato will be charged to the client. Additional costs will be discussed with the client in advance.
- 4.3. If a fixed price for certain work has been agreed with the client, additional work performed at the client's request outside the scope of the assignment in accordance with the provisions of article 4.1 will be charged to the client.
- 4.4. Jurato is authorized to index the agreed rate annually on January 1. Indexation in accordance with CBS index '69 Legal services and administration'. The indexation will never be negative.
- 4.5. All rates charged by Jurato are exclusive of VAT.

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#### **5. Payment and billing**

- 5.1. After delivery of the (first) draft(s) of the assignment, the client shall owe Jurato the entire or remaining quoted amount.
- 5.2. Jurato will send an electronic invoice to the client for the amount due. The client agrees to electronic invoicing.
- 5.3. Jurato may require an advance payment from the client. A paid advance will be deducted from the final invoice.
- 5.4. The term of payment of invoices of Jurato is 14 days from the invoice date. Objections to the amount of an invoice do not suspend the client's payment obligation.
- 5.5. Jurato has the right of retention on all data, papers and other items in its possession until such time as the client has paid all outstanding invoices.



- 5.6. Payments from the client always first cover the interest and costs due, and then the payable invoices.
- 5.7. Jurato is authorized at any time to request additional securities from the client before resuming the assignment.
- 5.8. In case of liquidation, bankruptcy or suspension of payment of client, Jurato's claims and client's obligations towards Jurato shall be immediately due and payable. If there are several clients, they are jointly and severally liable for the payment of the full invoice amount.
- 5.9. Unless the client is a consumer, the following applies. In the event of late payment, the client shall be in default by operation of law without notice of default being required. From the due date, the client shall owe statutory commercial interest on the outstanding invoice amount, plus 2% interest per year. In addition, the client shall owe extrajudicial collection costs of 15% of the outstanding amount, with a minimum of € 75,- in the event of late payment.

## **6. Confidentiality**

- 6.1. The parties shall keep confidential all information that is qualified as confidential by one of them or that the other party should understand to be confidential information. This duty of confidentiality applies even after termination of the assignment and may only be breached based on a statutory disclosure obligation.
- 6.2. The client will not disclose the contents of agreements, reports, advice or other (written) statements by Jurato, unless Jurato has given its express written permission to do so or they have been drawn up with the intention that third parties may take cognizance thereof. The obligations under this article shall also remain in force after termination of the assignment.

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## **7. Intellectual property**

- 7.1. Jurato reserves all rights with respect to products used and/or developed within the scope of the assignment.
- 7.2. The client is prohibited from directly or indirectly duplicating, publishing and/or exploiting those products, including working methods, advice, models and other services of Jurato, all this in the broadest sense of the word.
- 7.3. If Jurato has drafted general terms and conditions, agreements, advice or other legal documents for the client, the copyright of those documents shall belong to Jurato. The client only acquires a right of use for its own use with respect to the documents concerned. The client is not free to resell those documents to third parties and/or use them for a commercial purpose. In case of violation of the copyright, the client shall owe Jurato an immediately payable fine in the amount of € 5.000,- without notice of default being required.

## **8. Privacy**

- 8.1. With respect to the execution of the assignment, Jurato is to be regarded as (co-) controller within the meaning of the General Data Protection Regulation (GDPR).
- 8.2. The privacy statement as published on Jurato's website described the manner in which Jurato ensures the privacy of the client and third parties: <https://www.jurato.nl/privacystatement/>.



- 8.3. If Jurato receives requests directly from the data subject(s) whose personal data is processed, Jurato may forward these requests to the client for further handling and resolution.
- 8.4. If a data breach occurs involving the personal data processed as part of the assignment with the client, Jurato will inform the client upon becoming aware of such data breach. In such case, Jurato will, if necessary, notify the Dutch Data Protection Authority independently. In the case of severe data breaches, the parties will consult with each other who will inform the affected data subject(s) about the data breach.
- 8.5. Jurato shall not be liable for damages resulting from failure of the client to comply with (privacy) legislation.. The client indemnifies Jurato against claims by third parties based on such damages. This indemnification also covers any costs incurred by Jurato in connection with those claims, including the legal costs of (judicial) proceedings and the costs of any fines imposed on Jurato.

## **9. Force majeure**

- 9.1. Jurato's obligation to perform expires in situations of force majeure. In that case, the parties will consult with each other about the execution of the assignment. If this period lasts longer than two months, Jurato may dissolve the assignment without any obligation to pay damages to the client.
- 9.2. Work already performed prior to the force majeure situation must be paid for by the client.
- 9.3. In these general terms and conditions, force majeure means, in addition to its definition in the law and jurisprudence, all external causes, foreseen or unforeseen, which Jurato cannot influence, but which prevent Jurato from fulfilling its obligations.

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## **10. Complaints**

- 10.1. Complaints about the assignment and/or invoices of Jurato must be submitted in writing within 14 days after discovery of the complaint. After this period, the assignment and/or invoice shall be deemed to have been accepted by the client.
- 10.2. Jurato shall state its position on the complaint no later than 14 days after receipt of the complaint.
- 10.3. Filing a complaint does not suspend the client's payment obligation.
- 10.4. In case of a justified complaint, Jurato will have the choice between adjusting the charged rate, improving or redoing the rejected performance free of charge or not (or no longer) executing the assignment against a proportional refund of the rate already paid by the client. If the subsequent performance of the agreed work is no longer possible or useful, Jurato will only be liable within the limits of article 11.

## **11. Liability and indemnity**

- 11.1. Jurato is not liable in cases of force majeure.
- 11.2. If an error is made because the client provided Jurato with incorrect or incomplete information, Jurato shall not be liable for any resulting damage.
- 11.3. Jurato's liability for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption is excluded.



- 11.4. Jurato's liability is limited to the amount paid by Jurato's liability insurer in the relevant case. If Jurato's insurer does not, or only partially, pay out, Jurato's liability is limited to the maximum amount invoiced for the service from which the damage resulted.
- 11.5. The client indemnifies Jurato against all claims of third parties related to the order. The client also expressly indemnifies Jurato against claims of third parties relating to intellectual property rights on the data provided by the client to Jurato.
- 11.6. Jurato's limitations of liability also apply to third parties engaged by Jurato, which also include: shareholders, directors, supervisory directors and personnel of the client, as well as affiliated legal entities and enterprises and others involved in client's organization. This provision should be regarded as a third-party clause as referred to in sections 6:253 through 6:256 of the Dutch Civil Code.

## **12. Other provisions**

- 12.1. Jurato may suspend its work if client fails to fulfill its (payment) obligation. Jurato shall not be liable for any damage resulting from this suspension of work. This does not affect Jurato's authority to claim damages.
- 12.2. The client gives Jurato permission to use its name and logo as part of Jurato's promotional activities.
- 12.3. All assignments between Jurato and the client are governed by Dutch law.
- 12.4. Any disputes that may arise between Jurato and the client, and no solution can be reached in mutual consultation, will be submitted exclusively to the competent court of the District Court of Midden-Nederland.