



## GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS FOR FINANCIEEL ADVIESBUREAU KARIN BLOTT IN THE FIELD OF MORTGAGES / INSURANCE / OTHER FINANCIAL ADVICE.

#### 1. GENERAL.

1.1 These general terms and conditions apply to contractual agreements whereby Financieel Adviesbureau Karin Blott, furthermore also named the contractor,

whether or not based on declaration provides financial and insurance advice to the client, unless the parties have expressly agreed otherwise in writing.

1.2 Where in these general terms & conditions "client" is spoken, it must be understood to mean any natural or legal person who is in a contractual relationship with the contractor or will come to be related through advice provided by the contractor.

1.3 When the client refers to and cites terms and conditions of their own, explicit objection will be made. Conflicting general terms and conditions will not be accepted by Financieel Adviesbureau Karin Blott. Only the terms and conditions here stated by Financieel Adviesbureau Karin Blott will be valid.

1.4 If any provision of these terms and conditions will be found to be invalid, only the relevant provision does not apply. All other provisions will remain valid.

#### 2. AGREEMENT.

2.1 An agreement is concluded only after the client's written acceptance of the quotation from the contractor. Any additional agreements or amendments made at a later date bind Financieel Adviesbureau Karin Blott only after written confirmation.

2.2 Financieel Adviesbureau Karin Blott reserves the right to refuse work commissions without giving reasons.

2.3 Where the client is mentioned in these conditions, this also means his representatives, agents, successors and other assignees.

#### 3. IMPLEMENTATION.

3.1 Financieel Adviesbureau Karin Blott will execute the work commission with care and respect, and at all times advice will be provided in writing.

3.2 If it occurs that the work will be executed in phases Financieel Adviesbureau Karin Blott will delay the provision of further advice until the client has reviewed and approved the results of the preceding phase in writing.

3.3 If it is agreed that the contract will be executed in phases the client after completion of one or more phases may take back the contract, provided it is done in writing, in which case the fee and any costs in accordance with Articles 6.2 and 10.1 will be due, up to and including the phase after reversal of the order has taken place. The client cannot return the assignment if he himself fails to fulfil his obligations.



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### 4. TERMS FOR IMPLEMENTATION.

4.1 All terms for performance of the contact by Financieel Adviesbureau Karin Blott are indicative and determined in good faith. If exceeding the deadline should occur Financieel Adviesbureau Karin Blott will advise the client in writing as soon as possible.

4.2 Provided it is justified to standards of reasonableness and fairness, in the case of the work is overdue, the client can withdraw the contract without further costs. Client should or already have settled the completed phases (see Article 3) with the contractor.

### 5. CONFIDENTIAL INFORMATION.

5.1 Each party will take all reasonable precautions within the context of the implementation of the agreement with regard to all information of a confidential nature received to be kept secret.

### 6. COOPERATION BY CLIENT.

6.1 If necessary that the client shall lend his assistance in the execution of the agreement, the client shall always be timely informed in writing, at any time, to provide on request, all useful, right and necessary data or information.

6.2 If in the execution of the work agreement the necessary data does not arrive in time or not in accordance with the agreements made with Financieel Adviesbureau Karin Blott, or if the client otherwise fails to meet his obligations, this may lead to delay in the completion of the work, and may incur additional charges according to the usual rates of Financieel Adviesbureau Karin Blot to be charged to client.

### 7. MODIFICATIONS AND "ADDITIONAL WORK":

7.1 Financieel Adviesbureau Karin Blott will notify the client as soon as possible in writing if through another party, still to come changes and / or supplements to the commissioned work, will affect the time of its completion.

7.2 If a fixed fee for the commissioned work has been agreed upon Financieel Adviesbureau Karin Blott will inform the client in advance, in writing, as to what extent the to be agreed amendments or supplements to the agreement will result in the agreed fee to be exceeded.

### 8. FEES AND PAYMENT.

8.1 Unless the parties at the conclusion of the agreement have agreed on a fixed fee, shall the fee be determined by the factors of hours spent x hourly rate.

8.2 If after the conclusion of the contract, the level of wages and cost rises, Financieel Adviesbureau Karin Blott is entitled to accordingly increase the fixed fee as well as the basic hourly rate, up to a maximum of 10%. The client may in this case, terminate the agreement without any obligation the on part of the client to pay damages, whatsoever arises.

8.3 The fee does not include sales tax (VAT).



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8.4 All invoices shall be paid by the client in accordance with the payment terms stated on the invoice. In the absence of specific conditions, the client will pay the amount in full within 14 days from date of invoice. Payment shall be made without deduction, set-off or suspension for any reason whatsoever.

8.5 If the client fails to pay the amount owed within the agreed period, the client will owe, without any notice of default being required, on the outstanding amount from the due date of the invoice until the day of full payment, the statutory interest owed. If the client remains delinquent after notice of the claim, the claim can be given out of hand, in which case the client in addition to the total amount owed, shall be liable to pay compensation for extrajudicial collection costs, the amount of which is determined at 15% of the total amount of the honorarium. The client will also owe the full court costs.

8.6 Financieel Adviesbureau Karin Blott will be entitled by the realization of the agreement to charge advances to the client, which will be deducted on the fees eventually to be declared. The provisions of Art. 8.1 to 8.4 are fully in force on these advances.

8.7 If the creditworthiness of the client should to this end be in question, Financieel Adviesbureau Karin Blott can thereafter during the term of the contract, require additional security, failing which Financieel Adviesbureau Karin Blott may suspend the execution of the agreement.

### 9. NON-ATTRIBUTABLE FAILURE

9.1 Financieel Adviesbureau Karin Blott is not obliged to fulfil any obligation if this is not reasonably possible for Financieel Adviesbureau Karin Blott due to activities outside of the scope of control of Financieel Adviesbureau Karin Blott resulting in changes in the conditions at the inception of the obligation, which existing conditions under law or in prevailing advice does not apply for the risk.

9.2 Financieel Adviesbureau Karin Blott is entitled to demand payment of the fees associated with the advice that has already been provided before the non-attributable, failure-causing circumstance occurred and in so far as they have independent value. In any case, the customer must pay the full cost of the benefit of third parties engaged and further costs incurred.

### 10. THIRD-PARTY INVOLVEMENT.

10.1 If it is necessary or desirable for proper execution of the agreement, third parties can be involved and the costs thereof, unless there is a fixed fee, will be billed to the client in accordance with the information provided by those third parties quotations, with the understanding that involving third parties has been discussed in advance with the client.

### 11. LIABILITY.

11.1 With respect to an attributable failure the total liability of Financieel Adviesbureau Karin Blott for all direct and indirect losses suffered by the client, irrespective of the manner in which any claim is based either on breach of contract, or wrongful deed (tort) or otherwise in no event to exceed an amount equal to the lower of the following two amounts:

€ 500,000.00 or an amount equal to (excluding VAT sales tax) 100 times the total stipulated fee for the advice provided by Financieel Adviesbureau Karin Blott. Mutually complementary recommendations are deemed to be one advice with the understanding that for calculating the maximum liability for coherent or progressive follow-



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on on advice, the maximum total fee for the mutually complementary advice to the coherent or follow-on advice over the last twelve months, prior to the time of the attributable failure will be taken into account.

11.2 To pay damages for exceeding time limits referred to in Art. 4. Financieel Adviesbureau Karin Blott in case of culpable failure is only liable up to the amount of the fee that relates to the agreement where there is a limit exceeded. Financieel Adviesbureau Karin Blott shall furthermore not guarantee the accuracy or completeness of information or advice, which are provided by the company before the agreement, is made up, nor by Karin Blott Financieel Adviesbureau written advice or information given. Financieel Adviesbureau Karin Blott is not liable either for any damage if the client falls short in his responsibilities or if the client has provided incorrect, faulty or incomplete information.

11.3 Excludes all liability for any damage whatsoever that may arise from errors in the computer software used, unless and insofar as the supplier of such software referred to liability and damages can be recovered.

11.4 Client will indemnify Financieel Adviesbureau Karin Blott in case of claims by third parties. Client will never sue the staff of Financieel Adviesbureau Karin Karin Blott Blott or third parties engaged by Financieel Adviesbureau.

### 12. EXPIRATION OF RIGHT.

12.1 After five years counting from the day of providing the advice, every right of the client expires against Financieel Adviesbureau Karin Blott with regard to relevant damage caused by any failure and/or faults by Financieel Adviesbureau Karin Blott in the implementation of the agreement

### 13. GOVERNING LAW AND DISPUTES.

13.1 All agreements between Financieel Adviesbureau Karin Blott and the client are governed by the laws of the Netherlands.

13.2 All disputes shall be resolved exclusively by the competent court in the business location of Financieel Adviesbureau Karin Blott, in Utrecht or Amsterdam, even if the client is located abroad.

### 14. AMENDMENTS AND SUPPLEMENTS TO GENERAL CONDITIONS.

14.1 Changes and / or supplements to these terms and conditions are binding the parties to the Agreement with effect from the day following the day of submission thereof.