

General Terms and Conditions BamBoek B.V.

Article 1 Definitions

1. Service Provider, the private company with limited liability BamBoek B.V., having its registered office in Utrecht and registered with the Chamber of Commerce under number 91345022.
2. Client: a natural or legal person instructing the Service Provider to perform work.
3. Work: all work performed for which an assignment has been issued, or which the Service Provider performs for any other reason.
4. Documentation: all information or data made available by the Client to the Service Provider, such as (written) documents or data carriers; (electronic) files and all records produced by the Service Provider in the course of executing the assignment, including (written) documents and/or data carriers.
5. General Terms and Conditions: these General Terms and Conditions (hereinafter referred to as these "GT&Cs").
6. Agreement/Assignment: any agreement between the Client and the Service Provider for the performance of Work by the Service Provider for the purposes of the Client.

Article 2 Applicability

1. These GT&Cs apply to all offers, quotations, assignments, legal relationships and agreements, in which the Service Provider undertakes, now or in the future, to perform Work for the Client, including all Work ensuing therefrom for the Service Provider.
2. If these GT&Cs become applicable to an Agreement with the Client, they shall also be applicable to any subsequent assignment issued or to be issued by the same Client.
3. Stipulations deviating from these GT&Cs may only be invoked by the Client if the Service Provider has expressly consented to them in writing.
4. Divergent stipulations as specified in Paragraph 2 are only effective for assignments for which the deviation has expressly been agreed to and do not apply to any agreements concluded subsequently, even if these have been concluded with the same Client.
5. The applicability of any purchase conditions or of other conditions put forward by a Client or a third party that BamBoek enters into a contract with is explicitly rejected.
6. These GT&Cs are also applicable to all Agreements with the Service Provider whose execution involves third parties or is entrusted in third parties on behalf of the Service Provider. All obligations stipulated in these GT&Cs for the Client as well as the Service Provider are applicable to the Client with regard a third party or for a third party acting as a Service Provider.

If the Service Provider engages a third party, the Service Provider is not liable for any shortcomings on the part of said third party. By awarding an assignment to the Service Provider, the Client authorises the Service Provider to consent to any general terms and conditions stipulated by said third party (including any liability limitations), on behalf of the Client.

7. The Service Provider expressly excludes the provisions in Article 409, Book 7 of the Dutch Civil Code, whereby in the event that the Service Provider's death renders him or her unable to perform the Work, his or her heirs shall not be responsible for completing the Work.

8. If one or more provisions of these GT&Cs are void or voided, the remaining provisions of these GT&Cs will remain in full force. In this event, The Client and the Service Provider will enter into consultation in order to agree upon the replacement of the void or voided provisions with new provisions. In so doing, the purpose and scope of the original provisions will as far as possible be retained.

9. The Service Provider can alter these GT&Cs. If these GT&Cs are applicable to an existing Agreement with the Client, the applicability of the new GT&Cs will replace the applicability of the former GT&Cs.

Article 3 Offers and Quotations

1. All offers made by the Service Provider are non-binding and do not apply to future assignments, unless the Service Provider expressly states otherwise in his offer or price estimate.

2. Offers made by the Client are non-binding and are valid for a 14-day period, unless explicitly stated otherwise.

3. The prices quoted in said offers, on the website and in offers are exclusive of VAT and other government levies, and exclusive of any unforeseen costs to be incurred in the course of the assignment, unless otherwise indicated.

Article 4 Conclusion of an Agreement

1. An Agreement will be concluded once the Client has accepted the offer, either through the signed offer's return or by verbal or written (email) acceptance of the offer. If the Service Provider has already initiated the work, at the Client's explicit request and on the basis of information provided by the Client pursuant to the offer, the Client has a duty to pay fees and costs to the Service Provider for work performed, even if the offer is subsequently not approved by the Client. If the offer is not approved, the Service Provider reserves the right to discontinue the Work with immediate effect, without being liable for damages.

2. The offer signed or approved by the Client either verbally or in writing is deemed to be a complete and accurate representation of the Agreement.

Article 5 Duration of the Agreement

1. An Agreement will be entered into in order for the work agreed upon in the offer to be performed, unless the parties have expressly agreed otherwise or the content, nature or scope of the Agreement dictate otherwise.
2. If, within the duration of the Assignment, a deadline for the completion of certain activities has been agreed to, this will never be a strict deadline.
3. The Client and the Service Provider can, after having reached written agreement to that effect, decide to pursue the Agreement on different terms.
4. Subscriptions are always concluded for the initial term specified in the offer. A BamBoek ALL-IN Bookkeeping Service subscription is always concluded for an initial term until the end of the calendar year. It can also be initiated per quarter during the course of the year, with the initial term running until the end of the calendar year. A BamBoek All-In Bookkeeping Service Agreement or another subscription is automatically (tacitly) extended after the end of the initial contract period by a period of one year, unless it is terminated in writing (including by email) toward the end of the year in process, with due observance of a cancellation period of one month. A BamBoek All-In Bookkeeping Service Agreement or another subscription cannot be terminated prematurely.

Article 6 Client Obligations

1. The Client will be obliged to provide all Documents that the Service Provider deems necessary for the correct execution of the Assignment to the Service Provider in the required form, in the required manner and in a timely fashion. This also applies to Documents that the Service Providers deems necessary in order to establish the Client's identity.
2. If the Client fails to provide the necessary data and Documents in due time, additional costs and fees resulting from the delay will be charged to the Client. In such cases, the Service Provider also reserves the right to suspend the execution of the Assignment until the Service Provider receives the necessary data and Documents.
3. The Client guarantees the accuracy, the completeness and the reliability of the data and Documents provided to the Service Provider, even if these originate from third parties. The Service Provider will not be liable for any damage of any nature caused by the fact that the Client has provided inaccurate and/or incomplete data, information and Documents to the Service Provider, or the fact that not all data, information and Documents necessary, useful or otherwise of importance to the execution of the Assignment have been provided by the Client.
4. If the Client so requests, the Documents provided by the Client to the Service Provider will be returned, except where the Service Provider has grounds to retain the Documents. All costs associated with their return will be borne by the Client.
5. The Client is obliged to notify the Service Provider of all information that is required, useful or otherwise important for the execution of the assignment, such as, but not limited to, receipts, invoices (accounting records) and bank transactions (by automated (bank) synchronisation or otherwise).

Where the relevant and necessary data is not provided by the Client in a manner indicated by the Service Provider, the Service Provider is not bound to perform or continue performing the contracted Work.

Article 7 Client obligation in the event of imminent insolvency

The Client must notify the Service Provider without delay if the Client:

- a. Intends to request a (provisional) suspension of payment;
- b. Has obtained a (provisional) suspension of payment;
- c. Intends to file for bankruptcy or submit a request for statutory debt rescheduling for natural persons;
- d. It is known that one or more of the Client's creditors has/have filed and/or will file for bankruptcy;
- e. Has been declared bankrupt or is otherwise insolvent.

Article 8 Execution of the assignment

1. The Service Provider will perform the Work to the best of his/her ability. The Service Provider does not guarantee that any intended outcome will be achieved.
2. The Service Provider shall determine the manner in which the Assignment is to be performed and the person and/or persons performing it. The applicability of Article 7:404 of the Dutch Civil is excluded.
3. The Service Provider reserves the right to assign third parties to perform the Work if he or she deems it preferable or necessary. The fees of such third parties will be borne by the Client.
4. If it has been agreed that the Assignment will be implemented in stages, the Service Provider can suspend the execution of parts belonging to a following stage until the Client has approved the results of the prior stage in writing.
5. If the Service Provider performs Work for the Client that is not covered by the scope of a previous Agreement, said Work shall be deemed to be performed on the basis of a separate Agreement.

Article 9 Confidentiality and Personal Data

1. The Service Provider is under the obligation to maintain confidentiality with respect to third parties who are not involved in the execution of the assignment, except in the event of statutory obligations to disclose and/or where disclosure is necessary for the execution of the Assignment and/or as otherwise provided by the Agreement and/or if this is necessary for the Service Provider within the context of disciplinary, civil or criminal proceedings. This applies to all information submitted to the Service Provider, as well as all (numerical) results ensuing from the Work. This also concerns all advice provided by the Service Provider to the Client or other statements, whether in writing or otherwise, that are not intended for third parties.

2. The Client accepts that information reported and Documents submitted will be used and/or stored by the Service Provider in order to perform the Work agreed upon. This can, for example, include the following purposes: incidentally providing Client data to third parties when this is necessary or legally required. Further information on this can be found in our Privacy Statement on the [website](#).

3. The Client is entitled to request a copy of the personal data known to the Service Provider. Please contact info@BamBoek.nl if you desire such a copy.

4. Unless the explicit prior written consent of the Service Provider has been obtained, the Client may not disclose the content of advice or other statements issued by the Service Provider in writing or otherwise, or otherwise make these available to third parties, except in as far as the Agreement so provides or the Client is bound by a legal or professional obligation to disclose such information. In the event of a breach by the Client of the provisions in this paragraph, the Client will be forfeit to an immediately payable penalty of €20,000.00 per breach, to be increased – without any prior notice of default being required – by €1,000.00 for each day that the breach continues, without the need for any form of damage to have been caused and without prejudice to the Service Provider's other rights, including the right to claim damages in addition to the penalty.

Article 10 Intellectual Property

1. Intellectual property rights regarding anything that the Service Provider uses and/or develops and/or records and/or provides for the execution of the Agreement are vested in the Service Provider and the Service Provider's licensors. Nothing in these GT&Cs or the Agreement provides for the transfer of intellectual property rights to the Client, unless explicitly stipulated otherwise. Their publication or disclosure and/or reproduction in any form whatsoever by the Client and/or third parties is only permitted after expressed, written consent has been obtained from the Service Provider.

2. In the event of a breach by the Client of the provisions in this paragraph, the Client will be forfeit to an immediately payable penalty of €10,000.00 per breach, to be increased – without any prior notice of default being required – by €1,000.00 for each day that the breach continues, without the need for any form of damage to have been caused and without prejudice to the Service Provider's other rights, including the right to claim damages in addition to the penalty.

Article 11 Suspension and Dissolution

1. The Service Provider reserves the right to suspend compliance with his obligations to the Client or to dissolve all Agreements with the Client in whole or in part, without any notice of default or liability to pay any compensation and without prejudice to the Service Provider's other rights, if:

a. The Client does not, does not properly or does not in a timely manner fulfil an obligation toward the Service Provider;

- b. The Client has been declared bankrupt or if the Natural Persons Debt Restructuring Act (Wet schuldsanering natuurlijke personen, WSNP) is declared applicable to the Client, or the Client or a third party files for bankruptcy, or declarations of applicability of the Natural Persons Debt Restructuring Act (Wet schuldsanering natuurlijke personen, WSNP) have been submitted to the court;
- c. A suspension of payment has been requested by the Client or has been granted to the Client, on a provisional or non-provisional basis;
- d. The Client's company ceases operations or is liquidated;
- e. The Client's assets are seized, or the Client is placed under an administration order or under receivership.

In addition, all claims submitted, for whatever reason, by the Service Provider to the Client are immediately payable in full.

2. The Service Provider shall, unless otherwise agreed, also have full discretion to terminate an Agreement entered into for an indefinite period, or for the Assignment's completion, by means of a written notification no later than one month prior to termination, without being liable to pay any compensation for damages.

3. Where circumstances arise as specified in Paragraph 1 of this article, the Service Provider reserves the right to demand advance payment when offering services (for all ongoing and impending agreements with the Client).

Article 12 Payment

1. Payment must be made in Euros without suspension or set-off, on whatever grounds that may be. If explicit agreement has been reached between the Client and the Service Provider, payment can be made in "Utrechtse Euros," under the aforementioned conditions. For payments made by the Client in "Utrechtse Euros," the Service Provider will apply a 5% discount to the amount invoiced excluding VAT.

2. An invoice must be paid within 14 days of the invoice date. The Client will be in default when an outstanding invoice is overdue and has not yet been paid to the Service Provider.

3. If the Service Provider invoices later than previously announced, this shall not result in the forfeiture of the right to invoice or in a suspension of the Client's obligation to pay.

4. If the Client is in default, all invoices issued by the Service Provider to the Client will be immediately payable, even if their due date has not yet elapsed, unless the default is not due to a shortcoming that is imputable to the Client.

5. All judicial and extrajudicial collection charges which the Service Provider has incurred as a result of the Client's non-compliance with his payment obligations will borne in full by the Client.

6. Unless the Service Provider proves that the extrajudicial costs that he has actually incurred are higher – in which case the Client shall reimburse the costs actually incurred – the reimbursement of extrajudicial costs will be estimated in accordance with the so-called Dutch Extrajudicial Collection Costs Regulation Decree (Besluit normering incassokosten) of 27 March 2012; Dutch Bulletin of Acts and Decrees (Staatsblad). 2012). The client will owe said reimbursement as soon as he is in default.

7. Payments made by the Client shall first serve to settle all costs, subsequently to settle the accrued interest and finally to settle outstanding invoices that are the longest overdue. Even if the Client states that the payment relates to a later invoice and all current interest.

8. In the event of a joint Assignment, each Client will be jointly and severally liable for the payment of the invoice amount in full.

Article 13 Complaints

1. Complaints regarding the work performed by the Service Provider must be submitted to the Service Provider in writing within 30 days at the latest after completion of the work or the date on which the documents or information about which the Client is complaining were sent.

2. Complaints regarding an invoice must be submitted to the Service Provider within 10 days of the invoice's dispatch. If complaints are not made on time, the right to object to the (amount on the) invoice will be forfeited.

3. In the case of a justified complaint, the Service Provider has a choice between adjusting the amount invoiced, or rectifying the Work rejected or performing it anew, free of charge.

Article 14 Delivery period

1. If the Client is due to make an (advance) payment, or if he is required to provide information and/or documents necessary for the assignment's performance, the period within which the work must be completed will not commence until full payment is received, or the information and/or documents have been fully provided.

2. Due dates for completion of Work should never be considered as fixed deadlines.

3. The agreement cannot be dissolved by the Client on the grounds that the term has been exceeded, unless the Service Provider also fails to fully or partially execute the Agreement within a reasonable period, notified to him in writing after the period originally agreed upon for delivery has elapsed.

4. The Client can only dissolve the Agreement if its implementation proves permanently impossible and/or the Agreement's maintenance cannot reasonably be demanded of the Client.

Article 15 Liability

1. Any liability on the part of the Service Provider, for whatever reason and regardless of the grounds upon which it is based, shall in its entirety always be limited to the reimbursement of direct damages not exceeding the amount of the contract value declared until the fault took place.
2. Where work lasts more than one year, the Service Provider's liability is in all cases limited to no more than the amount charged or to be charged over the last calendar year for actions or omissions on the part of the Service Provider that have caused damage.
3. The Service Provider is never liable for any indirect damage, including any delays in the normal conduct of business in the Service Provider's enterprise and/or other commercial damage, lost profit or lost turnover in any way related to or caused by a fault on the part of the Service Provider in the execution of the Work.
4. The Service Provider can never be held liable for damage directly or indirectly related to suspensions or delays ensuing from provisions set forth in Articles 9 or 11.
5. The Service Provider's liability for not performing the assignment in a timely and proper manner shall only arise if the Client gives the Supplier immediate and proper notice of default in writing, while setting a reasonable deadline to redress the shortcoming, and the Service Provider's failure to comply with the obligations persists beyond that deadline.
6. The Service Provider can, except in the event of attributable failure, never be held liable for damage to or loss of Client data and documents held by him or third parties.
7. The Service Provider is not liable for damage to or destruction of data and/or documents during transport or during their dispatch by courier service, regardless of whether the transport or dispatch occurs on behalf of the Client, the Service Provider or third parties.
8. The Client consents to the Service Provider's use of digital means of communication, data storage services, devices, software, data and files, registers and/or other items to fulfil the assignment. The Service Provider is not liable for damage resulting from their use. The Service Provider is not liable for damage resulting from the inaccessibility, inadvertent dissemination, loss and/or damage and unauthorised access to (part of the) data, (computer) files and/or (digital) networks, servers, work stations, (peripheral) devices, programmes, digital means of communication and/or data and file storage services.
9. The applicability of Article 7:407 Paragraph 2 of the Dutch Civil Code is excluded.

Article 16 Indemnity

1. The Client shall indemnify the Service Provider against all third-party claims related directly or indirectly to the fulfilment of the Agreement.
2. The Client's duty to indemnify the Service Provider will cease if and insofar the Client demonstrates that the damage is a direct result of an imputable shortcoming on the part of the Service Provider.

Article 17 Expiry Period

Unless otherwise provided in these GT&Cs and subject to the forfeiture of rights due to failure to object in a timely manner, in accordance with Article 6:89 of the Dutch Civil Code, rights of action and other entitlements held by the Client will, regardless of how they were acquired, cease to apply to the Service Provider in relation to the performance of work, in any event 12 months after the Client became aware or could reasonably be aware of the existence of these rights and entitlements.

Article 18 Translations

In the event of a contradiction or difference in interpretation between the Dutch text of these general terms and conditions and a translation thereof into another language, the Dutch text shall prevail and shall be binding.

The (professional) terms used in the foreign language are only translations and are not intended to adopt the legal dogma of the law of the country of the foreign language in question.

Article 19 Disputes and Applicable Law

1. These GT&Cs and the legal relationship between the Service Provider and the Client as well as disputes ensuing therefrom are governed by Dutch law.
2. The Service Provider and the Client, or the Service Provider and any third parties engaged will first refer the matter to the court after having done their utmost to resolve a dispute by mutual consultation. All disputes arising between the parties will be exclusively settled by the Central Netherlands District Court, Utrecht.

Version 12-10-2023

These terms and conditions were filed with the Chamber of Commerce on 24-11-2023.