

General Terms and Conditions of Conseiller B.V.

1. Conseiller is the trade name of Conseiller B.V., Chamber of Commerce no. 63270803, with its registered office in Enschede, the Netherlands, and having offices at M.H. Tromplaan 4, 7511 JK in Enschede. 'Assignments' within the meaning of these general terms and conditions are understood to mean all agreements concluded with Conseiller B.V.
2. All assignments are exclusively given to Conseiller B.V., which is therefore the only party accepting the assignment. No agreement is concluded between the client and the person performing the assignment or involved in the performance thereof under a legal relationship with Conseiller B.V., not even if the assignment is given with a view to performance thereof by that person as referred to in Section 404 of Book 7 of the Dutch Civil Code. The provisions of Sections 404 and 407 of Book 7 of the Dutch Civil Code are excluded. The assignment includes the authorization to perform legal acts on behalf of and at the expense of the client within the context of the assignment. All assignments are accepted by Conseiller B.V. on a best efforts basis and therefore never entail an obligation of result.
3. Invoices must be paid within 14 days of the invoice date. Unless agreed otherwise, this is a strict deadline. If an invoice is not paid within the payment term, until the date on which the amounts are paid in full the client will be liable to pay contractual interest on the outstanding amount, equal to the statutory commercial interest referred to in Section 119(a) of Book 6 of the Dutch Civil Code. If payment is not forthcoming after a first demand for payment has been made, the client will be liable to pay all judicial and extrajudicial costs, which will be at least 15% of the invoice amount. If the client is a consumer, the statutory provisions for judicial and extrajudicial collection costs will apply. If an invoice or advance amount is not paid within the payment term, Conseiller B.V. will be entitled to suspend its work without being liable for the consequences.
4. Any liability of Conseiller B.V. and any liability of a person performing the assignment or involved in the performance thereof under a legal relationship with Conseiller B.V. is excluded. If legally determined otherwise, the liability of Conseiller B.V. and the liability of a person performing the assignment or involved in the performance thereof under a legal relationship with Conseiller B.V. will be no higher than the amount covered in each case by the professional liability insurance taken out by Conseiller B.V.
5. The exclusion of liability described in Article 5 also applies to the incorrect functioning of the equipment, software, data files, registers or other items, with no exception, used by Conseiller B.V. in the performance of the assignment. The exclusion of liability also applies if an email message is not transmitted and/or received correctly, in full or in good time. The client grants Conseiller B.V. the right to communicate by email with the client and with third parties, and is aware that the confidentiality of information sent by email cannot be guaranteed.
6. Conseiller B.V. is not liable for any failures by third parties engaged by it in the performance of the assignment. The client authorizes Conseiller B.V. to accept general terms and conditions stipulated by these third parties, also for the benefit of the client and on its behalf, and indemnifies Conseiller B.V. against third-party claims in connection with claims by the client against third parties.
7. In the event Conseiller B.V. would process personal data as mentioned in the General Data Protection Regulation ('GDPR'), she will do so in accordance with the GDPR and the privacy statement, which can be consulted on www.conseiller.law, and take adequate technical and organizational measures to protect the data against, amongst other things, loss, theft and alteration.
8. The stipulations in these general terms and conditions have also been laid down for the benefit of a party that, under a legal relationship with Conseiller B.V., performs an assignment or is involved in the performance of an assignment given by a client to Conseiller B.V.
9. The legal relationship between Conseiller B.V. and the client is governed exclusively by Dutch law. Any disputes will be resolved by the competent court in the place of business of Conseiller B.V.
10. If a translation of these general terms and conditions has been sent to a client, the Dutch text will prevail.