

General Terms and Conditions Brackmann

1. These general terms and conditions apply to all work performed or to be performed by Brackmann B.V. and to all legal relationships between Brackmann B.V. and third parties.
2. All work is considered to be commissioned solely to and accepted by Brackmann B.V.
3. Brackmann B.V.'s liability for work performed or to be performed by Brackmann B.V. or otherwise related to an assignment given to Brackmann B.V. is limited to the amount covered by the professional liability insurance(s) held by Brackmann B.V., plus any excess amount that Brackmann B.V. is liable for according to the terms of that insurance.
4. In case damage is caused to persons or property in connection with the execution of an assignment or otherwise, for which Brackmann B.V. is liable, the liability is limited to the amount covered by Brackmann B.V.'s general liability insurance(s), plus any excess amount that Brackmann B.V. is liable for according to the terms of that insurance.
5. If, in connection with the work assigned to Brackmann B.V., third parties need to be engaged, Brackmann B.V. will, if possible, consult with the client beforehand and will exercise due care in selecting these third parties. Brackmann B.V. is not liable for errors or shortcomings by such third parties in performing their services. Brackmann B.V. reserves the right to accept any liability limitation that such third parties may have agreed to on behalf of the client.
6. Unless due to intent or gross negligence on the part of Brackmann B.V., the client indemnifies Brackmann B.V. and holds Brackmann B.V. harmless from any claims, demands, and lawsuits that a third party may bring against Brackmann B.V. that directly or indirectly arise from or relate to the work performed or to be performed by Brackmann B.V. for the client, including any damage, costs, and expenses incurred by Brackmann B.V. in connection with such claims.
7. Unless otherwise agreed, the client owes Brackmann B.V. a fee based on the number of hours spent, multiplied by the applicable hourly rates established by Brackmann B.V., which may change from time to time. The agreed hourly rate will be increased annually on January 1. In addition to the fee, the client will owe Brackmann B.V. the costs incurred on behalf of the client, such as travel costs, court fees, and bailiff costs. All amounts owed will be increased with the applicable VAT.
8. Brackmann B.V.'s invoices must be paid within fourteen (14) days of the invoice date. If payment is not made on time, Brackmann B.V. has the right to charge

statutory interest on the overdue amount starting on the fifteenth (15th) day after the invoice date. All collection costs will be borne by the client.

9. The legal relationship between Brackmann B.V. and the client or other third parties is governed by and subject to Dutch law. The court in Rotterdam has exclusive jurisdiction to hear disputes arising from or related to this legal relationship and the work performed or assigned to Brackmann B.V.
10. Brackmann B.V. has a complaints procedure that will be sent free of charge upon request. The complaints procedure describes the internal process for handling complaints. This procedure specifies that complaints can be submitted to and reviewed by Brackmann B.V.'s internal complaints officer.