



General Terms and Conditions Schouten-Korwa

1. Schouten-Korwa is a sole trader owned by Ms. F.R. Schouten-Korwa, registered in the Dutch Chamber of Commerce with number 76481263.
2. The term "General Terms and Conditions" is used in this document to refer to: the General Terms and Conditions Schouten-Korwa, the most recent version which can be found on the website www.schoutenkorwa.com.
3. Where in this document the term "Client" is used, this means: every natural person, legal entity or partnership that (alone or jointly with others) has assigned Schouten-Korwa to provide services.
4. The General Terms and Conditions apply to all legal relationships between the Client and Schouten-Korwa.
5. Schouten-Korwa processes personal data in accordance with applicable laws and regulations, including the General Data Protection Regulation. More information about the processing by Schouten-Korwa can be found in the Privacy Statement. The Privacy Statement can be consulted via the website www.schoutenkorwa.com.
6. Articles 7:404 and 7:407(2) of the Dutch Civil Code do not apply to the Client's legal relationship with Schouten-Korwa. This means, among other things, that - unless expressly agreed otherwise - the execution of the assignments that the Client has given to Schouten-Korwa may, if necessary, be carried out by more than one person or by a person other than the person with whom the assignment was originally placed.
7. It is of great importance that the Client provides all data, information and/or documents necessary for the proper execution of the assignment to the person handling the assignment in a timely and complete manner and that the Client provides the person handling the assignment with full capacity to execute the assignment. If the Client fails or might fail in this respect, Schouten-Korwa is entitled to immediately suspend or terminate the assignment, without Schouten-Korwa becoming liable for compensation as a result. Schouten-Korwa is also entitled to suspend or terminate the assignment if the Client fails to fulfill the Client's financial obligations towards Schouten-Korwa.
8. The liability of Schouten-Korwa towards the Client for damage, for whatever reason, is always limited to the amount paid out by the insurer of Schouten-Korwa in the case concerned, including the excess borne by Schouten-Korwa in connection with that insurance. At the Client's initial request, Schouten-Korwa will provide the Client with all relevant information regarding Schouten-Korwa' insurance policy. If in a specific case there is no claim to any payment from the insurer referred to above, Schouten-Korwa' liability will always be limited to a maximum of the total fee charged by Schouten-Korwa to the Client, excluding VAT.
9. Schouten-Korwa is not liable to the Client for any damage resulting from shortcomings of third parties engaged by or recommended by Schouten-Korwa on behalf of the Client (e.g. bailiffs and external experts). Schouten-Korwa is authorized to accept limitations of liability by said third parties on behalf of the Client.
10. The Schouten-Korwa Complaints Procedure applies to the legal relationship between Schouten-Korwa and the Client, which describes, among other things, in which way the Client can submit any complaints about the services to Schouten-Korwa. The Schouten-Korwa L Complaints Procedure can be consulted on the website www.schoutenkorwa.com.
11. The Client shall be obliged to notify Schouten-Korwa in writing of any complaints about the execution of the assignment within four weeks of the circumstances giving rise to the complaint become known, failing this the Client's right to compensation will lapse (vervallen).
12. The Client shall indemnify Schouten-Korwa against all claims of third parties (e.g. the other party in a dispute) against Schouten-Korwa, including the reasonable costs of legal assistance, insofar as the claims of those third parties are in any way related to or result from the work that Schouten-Korwa has done for the Client.
13. The copyright on all works within the meaning of the Copyright Act drawn up by Schouten-Korwa and/or provided to the Client or third parties is vested exclusively in Schouten-Korwa (or, if Schouten-Korwa is not the author of the work in question: the author(s) of the work in question).
14. For the services provided by Schouten-Korwa, the Client pays the fee plus disbursements and sales tax. In principle, the fee is calculated per hour worked, unless other agreements have been made about this in the assignment agreement (written, regular mail or email). Schouten-Korwa may require an advance payment, upon receipt of the work to be carried out for the Client, whereby the execution of the assignment can be suspended until the advance payment has been received. An advance payment received is settled with the final settlement of the assignment. Schouten-Korwa can increase an advance payment at any time.
15. Payment of an invoice by the Client shall be made within the payment term indicated on the invoice or, in the absence of such a payment term, within fourteen days of the date of the invoice. The Client is obliged to inform Schouten-Korwa of any complaints about the (amount of the) invoice within the applicable payment term, failing this the right to complain lapses (vervallen). If the Client fails to pay an invoice within the payment term described above, the Client will be in default by operation of law and the Client will owe statutory commercial interest. If the Client has not paid (on time and in full) even after having been reminded to do so, the Client will also owe extrajudicial collection costs, in accordance with the Dutch Extrajudicial Collection Costs (Standardisation) Act (Wet Normering Buitengerechtelijke incassokosten).
16. Schouten-Korwa is authorized to adjust the General Terms and Conditions regularly. If this happens, the new version of the General Terms and Conditions will automatically apply to all legal relationships as referred to in point 3 of these General Terms and Conditions and the new terms and conditions will replace the present terms and conditions.
17. Dutch law applies exclusively to the legal relationship(s) between the Client and Schouten-Korwa and all ensuing obligations.
18. The Court of The Hague has exclusive jurisdiction over disputes between Schouten-Korwa and the Client, unless the Client is a consumer within the meaning of Section 6:236 of the Dutch Civil Code, in which case any court qualified according to the statutory competence rules is authorized to decide on the dispute.
19. The General Terms and Conditions are drawn up in Dutch. For the convenience of the Client, an English translation has been drawn up. In the event of a dispute about the content or scope of the General Terms and Conditions, the Dutch text is binding.