

Article 1: Definitions

In these General Terms and Conditions the following definitions will have the following meaning:

- a) MAEK Advies: the general partnership MAEK Advies;
- b) Client: the natural or legal person with whom MAEK Advies enters into a contract for services.
- c) Commission: the contract for services for which MAEK Advies undertakes to perform activities with regard to the Client.

Article 2: Applicability

1. These conditions are applicable to all services provided by MAEK Advies to the Client which MAEK Advies has declared subject to these conditions, insofar as these conditions are not expressly deviated from by parties in writing.
2. If one or several provisions in these general terms and conditions are at any time wholly or partially null and void, the other provisions of these general terms and conditions remain in force in full.

Article 3: Realization of the Commission

1. The Commission is realized if MAEK Advies has received back the order confirmation, sent by MAEK Advies to the Client, signed for approval.
2. If MAEK Advies has not sent an order confirmation or if the Commission has been granted orally, the Commission is deemed to have been realized on the moment that MAEK Advies has started the activities at the request of the Client.
3. Parties shall be free to prove that the Commission has been realized in another manner.

Article 4: Obligations of the Client

1. The Client shall provide all details and documents which MAEK Advies requires to carry out the Commission correctly upon the first request of MAEK Advies in a timely manner and in the desired form.
2. The Client shall inform MAEK Advies of all facts and circumstances that are relevant to correctly perform the Commission.
3. The Client is responsible for the accuracy, completeness and reliability of the information and documents which are or have been made available to MAEK Advies.
4. The Client indemnifies MAEK Advies for all damage which is the consequence of incorrect or incomplete information and documents.

Article 5: Execution of the Commission

1. MAEK Advies carries out the Commission to its best ability and with due observance of the applicable laws and regulations.
2. MAEK Advies determines the manner in which the Commission is carried out and appoints the person who carries it out.
3. In the performance of a Commission, MAEK Advies can engage third parties in consultation with the Client.

4. When engaging third parties, MAEK Advies will exercise due care. MAEK Advies is not liable for damage resulting from shortcomings of third parties. MAEK Advies assumes, and stipulates, if necessary, that each commission includes the authority to accept any liability limitations of third parties on behalf of the Client.
5. Time periods within which the Commission has to be completed can only be considered a final deadline if this is expressly and in so many words agreed upon between the Client and MAEK Advies or if there are terms which are final deadlines by their nature.

Article 6: Fee

1. The fee of MAEK Advies consists of an amount fixed in advance or calculated on the basis of rates per time unit worked by MAEK Advies and is due and payable as MAEK Advies has carried out activities for the benefit of the Client.
2. If an amount has been agreed upon in advance, the Client only owes MAEK Advies a rate per worked time unit if and insofar as the activities exceed the activities anticipated in the Commission.
3. The rates to be charged can be adjusted annually by MAEK Advies. Client will receive notice of any rate change in advance.
4. The fee is not dependent on the outcome of the granted Commission, unless expressly agreed otherwise.
5. In addition to the fee, the costs made by MAEK Advies and the invoices of the third parties appointed by MAEK Advies are invoiced to Client.
6. MAEK Advies has the right to request an advance payment from the Client.
7. The fee, if necessary increased with advance payments and invoices of appointed third parties and expenses made, are invoiced to the Client per month, per quarter or per year, at the discretion of MAEK Advies. MAEK Advies is at all times entitled to change the chosen frequency of invoicing.
8. Estimations of the fee for a Commission must be provided explicitly and in writing and are subject to contract and not binding.

Article 7: Payment

1. Payment by the Client of the amounts indebted to MAEK Advies shall, without the Client being entitled to any discount or deduction, occur within fourteen days after the invoice date, unless the Client and MAEK Advies have made other agreements about this. The day of payment is deemed to be the day on which the indebted amount is credited to the account of MAEK Advies.
2. If the Client has not paid within the period mentioned in the first paragraph, the Client is in default by operation of law and MAEK Advies is entitled to charge an interest payment of three percent per quarter as from that moment.
3. If the Client is in default, all claims of MAEK Advies are immediately due and payable by virtue of the Commission.

4. If the Client has not paid within the period mentioned in the first paragraph, the Client can be held to pay all legal and out-of-court (collection) costs that MAEK Advies has to make. The out-of-court costs are at least fixed at 15% (in words: fifteen percent) of the amount that can be claimed, with a minimum of € 250 (in words: two hundred and fifty Euros).
5. Payments made by the Client shall always first be used for the settlement of all indebted interest and costs and subsequently of due and payable invoices that are outstanding the longest.
6. In case of a Commission that was jointly issued by two or more Clients, they are each jointly and severally liable with regard to MAEK Advies for the payment of the invoice amount and the indebted interest(s) and costs. If MAEK Advies carries out activities for a Client who belongs to a group or a partnership all entities belonging to that group or partnership are jointly and severally liable in respect of MAEK Advies for the payment of the invoice amount and the indebted interest(s) and costs.

Article 8: Liability and indemnification

1. Vis-à-vis the Client, MAEK Advies is exclusively liable for damage that arises directly from a (related series of) attributable shortcoming(s) in the performance of the Commission. This liability is limited to the amount of the fee charged for the performance of the Commission. If the Commission concerns a continuing performance contract with a duration of more than one year, the amount for this purpose is fixed at three times the amount of the fee that was charged to Client in the twelve months prior to the occurrence of the damage. In no case will the total compensation of the damage pursuant to this article exceed € 100,000 (in words: one hundred thousand Euros) per event, in which a series of related events shall be construed as one event.
2. Without prejudice to the contents of Article 6:89 DCC the right to claim compensation in any case lapses after one year after the event from which the direct or indirect damage arises and for which MAEK Advies is liable.
3. If, for whatever reason, restriction of the liability (at law) cannot be upheld, the liability of MAEK Advies is in any case restricted to the amount that is paid pursuant to the liability insurer of MAEK Advies for the case in question, increased with the possible policy excess to be borne by MAEK Advies under the insurance policy.
4. The Client is held to take measures diminishing the loss.
5. MAEK Advies is not liable for any damage or loss of data and documents during transport or during dispatch by post, regardless of the transport or if the dispatch occurs by or on behalf of the Client, MAEK Advies or third parties.
6. The Client indemnifies MAEK Advies against all third-party claims, including the reasonable costs of legal assistance, which are in any way connected with or ensuing from the work done for the Client, except for intentional acts or gross negligence on the part of MAEK Advies.

7. Client indemnifies MAEK Advies for all claims of third parties (including employees of MAEK Advies and third parties appointed by MAEK Advies) which suffer damage in relation to the performance of the Commission which damage is the consequence of the conduct or neglect of the Client or of unsafe situation at its company or organisation.

Article 9: Notice of termination of the Commission

1. The Client and MAEK Advies can terminate the Commission (early) without observance of a notice period at all times.
2. Termination must occur in writing.
3. If the agreement ends before the completion of the Commission, the Client owes the fee in accordance with the hours indicated by MAEK Advies for activities which are performed for the benefit of the Client.
4. If the Client proceeds to (prematurely) terminate the contract, MAEK Advies is entitled to compensation of additional costs which MAEK Advies incurred and costs which follow from possible cancellation of orders to third parties.
5. If MAEK Advies has proceeded to (prematurely) terminate the contract, the Client is entitled to cooperation of MAEK Advies in the transfer of activities to third parties, unless there is fraud and/or criminal offences on the part of the Client. As provided by this paragraph it is a condition for the right to cooperation that the Client has paid all underlying outstanding advance payments or invoices.
6. MAEK Advies has the right to charge the activities that relate to the transfer mentioned in the previous paragraph on the basis of rates for each time unit worked by MAEK Advies.

Article 10: Applicable law

1. The legal relationship between the Client and MAEK Advies is governed by Dutch law.
2. All disputes between the Client and MAEK shall be resolved by the competent court of the place of business of MAEK Advies.

Article 11: Amendments

1. MAEK Advies is entitled to amend these general terms and conditions or to supplement them. Client will receive written notice of any change and / or addition.