

***General Terms and Conditions
of Koenen en Co VAT Rep B.V.***

Article 1 General

In these General Terms and Conditions (the 'General Conditions') 'Koenen en Co' means Koenen en co VAT Rep B.V., registered with the Chamber of Commerce for Limburg under number 83647384.

Article 2 Scope

1. These General Conditions govern all legal relationships between Koenen en Co and the Client. Any deviations from these General Conditions are only binding if they have been confirmed in writing by Koenen en Co.
2. The work performed by Koenen en Co is governed by the code of conduct and professional regulations, which form a part of the contract. The Client must fully assist Koenen en Co in compliance with all obligations arising thereunder.

Article 3 Creation of a contract

1. There is a binding contract as soon as there is any form of acceptance by Koenen en Co of the Client's instructions. The confirmation of instructions and these General Conditions form a part of the contract.
2. A contract is for an indefinite term, unless given the nature and scope of the instructions the contract is entered into for a fixed term or to undertake a specific project.
3. All instructions, to the exclusion of Book 7 Articles 404 and 407 (2) of the Dutch Civil Code, are accepted and performed only by Koenen en Co and only for the benefit of the Client. No third party may derive any benefit for the way the instructions are performed or the results thereof. The Client indemnifies Koenen en Co for any third-party claim arising from the work performed by Koenen en Co.

Article 4 Obligations of the Client / supply of information by the Client

1. The Client will provide in good time all information and documents that Koenen en Co has indicated it requires for the proper performance of the contract.
2. In the case of a contract for the audit of financial accounting the Client will provide Koenen en Co in good time with all other information that is relevant to the performance and completion of the contract.
3. The Client guarantees that the information and documents it supplies to Koenen en Co are complete, accurate, and reliable, even if they originate from third parties, insofar as there is no provision to the contrary arising from the nature of the contract.
4. The extra costs and fees for the extra time necessitated by failure to supply in time or in full the said information and documents are the liability of the Client.

Article 5 Performance of the contract

1. Koenen en Co will determine the way in which the contract will be performed, and by whom.
2. Koenen en Co will perform the contract with the appropriate duty of care but does not guarantee any result (unless agreed otherwise in writing). Koenen en Co is entitled to engage third parties in the performance of the contract if it deems necessary. The costs thereof are the liability of the Client.

Article 6 Confidentiality

1. Unless it has a statutory or professional duty to make such disclosure, for example pursuant to the provisions of the Money Laundering and Terrorist Financing (Prevention) Act [Wet ter voorkoming van witwassen en financieren van terrorisme] (the “Wwft”) or the International Assistance (Levying of Taxes) Act [Wet op de internationale bijstandsverlening bij de heffing van belastingen (the “WIBB”), Koenen en Co is obliged not to disclose information originating from or relating to the Client and its business(es) to any third party.
2. Koenen en Co is not entitled to use the information it is supplied by the Client for any purpose other than that for which it was obtained, except for the provisions of paragraph 1 of this article and for the purposes of defending any right of Koenen en Co in legal proceedings.
3. The Client may not disclose the content of reports, advice, or other communications, whether or not in writing, of Koenen en Co that are not drawn up with the intention of providing third parties with the information contained therein, without the prior written consent of Koenen en Co, unless the Client has a statutory or professional duty to make such disclosure, for example pursuant to the provisions of the Money Laundering and Terrorist Financing (Prevention) Act [Wet ter voorkoming van witwassen en financieren van terrorisme] (the “Wwft”) or the International Assistance (Levying of Taxes) Act [Wet op de internationale bijstandsverlening bij de heffing van belastingen (the “WIBB”). The Client should also ensure that third parties are not able to learn of the content referred to in the preceding sentence.
4. Koenen en Co will impose its obligations under this article upon any third party it engages.

Article 7 Intellectual property

1. The intellectual property rights (including copyright) pertaining to anything produced, written, designed, or processed by Koenen en Co in the performance of the contract accrue and belong to Koenen en Co. Insofar as any additional acts are required to ensure the transfer of those rights to the legal ownership of Koenen en Co, the Client will cooperate to this end.
2. The Client is not permitted to share with any third party, publish, or otherwise exploit, whether or not by engaging any third party, anything produced under the contract, including computer software, system designs, working methods, advice, contracts (standard or otherwise), and other intellectual products of Koenen en Co, as defined in the broadest sense of the terms.

Article 8 Fees

1. The fee for the work to be performed under the contract is calculated either on the basis of the time spent on the work multiplied by the hourly rate charged by Koenen en Co or on the basis of any different written agreement between the parties, and is net of turnover tax. Unless the parties have expressly agreed otherwise, the costs incurred in performing the contract – including travel and accommodation costs and the cost of engaging third parties to perform the contract - are not included in the fee and are charged separately to the Client. Liability to pay the fee does not depend on the results of the work performed. Koenen en Co is entitled to revise the agreed fee periodically. At such time as the fee is revised, the revised fee will be charged in respect of pre-existing contracts. The fee, where relevant together with advance payments and third-party invoices, will be invoiced by Koenen en Co to the Client on a monthly or quarterly basis, or on completion of the work, at the discretion of Koenen en Co. Koenen en Co is entitled to require an advance payment at any time in respect of work to be performed or costs to be incurred, which advance payment will be settled during or on completion of the contract. Turnover tax will be charged separately on all amounts owed by the Client to Koenen en Co.

Article 9 Payment

1. Payment must be made by the Client, without discount, suspension, or set-off, within the payment term specified on the invoice, in Dutch currency, by transfer to a bank account designated by Koenen en Co.
2. If the Client fails to pay within the term indicated in section 1 of this article, Koenen en Co is entitled, without the need to serve notice of default and without prejudice to its other rights, to charge the Client interest on the debt at the statutory commercial rate as from the payment date up to the date of payment in full.
3. The extrajudicial collection costs are calculated on the basis of the Extrajudicial Enforcement Costs Decree. If a party other than the Client, the debtor, should be responsible for payment of the debt the Client nevertheless remains a joint and several debtor. Koenen en Co is entitled to set off its invoices against advance payments, even those paid by the Client in respect of different contracts. If in the opinion of Koenen en Co the financial position or the payment history of the Client so justifies, Koenen en Co is entitled to require the Client to immediately provide security (and any additional security) for payment in such a form as Koenen en Co may decide. If the Client fails to provide this security, Koenen en Co is entitled, without prejudice to its other rights, to immediately suspend further performance of the contract and all liabilities of the Client to Koenen en Co under whatever heading will become immediately due and payable.
4. If the Client fails to pay any outstanding invoice, Koenen en Co is entitled to retain all written documents and data supplied by the Client for the purposes of performing the contract until the Client has complied with all its payment obligations.
5. In the event of a single contract entered into by more than one Client, the Clients are jointly and severally liable to pay sums invoiced in respect of work performed for the benefit of the Clients jointly.

Article 10 Complaints

1. Any complaint about the work performed and/or sum invoiced must be made in writing to Koenen en Co within 60 days following the date on which the document or information that the Client complains about is sent, or within 60 days of discovery of the defect if the Client can establish that it could not reasonably have discovered the defect any sooner. The complaint will be handled in accordance with the internal complaints procedure of Koenen en Co.
2. A complaint as described in section 1 of this article does not suspend the Client's payment obligations.
3. In the event of a justified complaint, Koenen en Co has the choice either to revise the fee charged, to remedy or carry out again the rejected work free of charge, or to cease performance or further performance of all or part of the contract in exchange for a refund of a proportionate part of the fee paid by the Client.
4. Time periods for the completion of work are not deadlines unless they have been expressly agreed as such in writing.

Article 11 Termination

1. Either the Client or Koenen en Co may terminate their contract at any time.
2. Notice of termination must be sent in writing by one party to the other.

Article 12 Liability

1. Any liability of Koenen en Co is limited to the amount paid out in the relevant case by its professional liability insurer, plus the excess stipulated in the policy document. If for whatever reason there is no right to payment under the professional liability insurance, the liability of Koenen en Co is limited in all cases to the fee invoiced in the relevant case, plus a sum of €50,000 with the proviso that the total payment for the two sums is limited to a maximum of €100,000. Liability for any oral advice not committed to paper is entirely excluded. Liability for loss arising from loss of data, security breaches, temporary or permanent non-availability of digital access, or other incidents caused by the use of digital resources is entirely excluded, except for loss caused by a deliberate act or gross negligence on the part of Koenen en Co or its managers or other employees.

2. Notwithstanding the provisions of Book 6 Article 89 of the Dutch Civil Code any right to claim will expire 12 months after the date on which the matter giving rise to the claim ought reasonably to have been discovered, and (if such date cannot be established) in any event 2 years after the date of the last invoice. The provisions of this article also bind the Client if a third party also or separately claims compensation connected with a service supplied by Koenen en Co to the Client. Any claim against employees, accountants, professional service companies and their directors, members of partnerships, and other natural persons or legal entities engaged in the performance of the contract on behalf of Koenen en Co is excluded. This is a third-party clause upon which the said persons and entities may rely at any time. This provision does not apply to work to audit annual accounts as described in Book 2 Article 393 Book of the Dutch Civil Code.
3. Koenen en Co does not guarantee the complete and accurate transfer of the content of a sent e-mail, nor for its receipt in time.
4. The Client will pay any amount directly to the Dutch tax authorities upon request by Koenen en Co that the Dutch tax authorities claim in respect of transactions carried out by the Client, such as VAT, penalties or interest, for which Koenen en Co or the Client is held liable by the Dutch tax authorities.
5. The Client shall hold harmless and indemnify Koenen en Co against all claims from the Dutch tax authorities arising from or in connection with the work performed by Koenen en Co, unless such claims are due to gross negligence or willful misconduct on the part of Koenen en Co.
6. Koenen en Co will not pay amounts on the Clients behalf to the Dutch tax authorities nor will Koenen en Co receive amounts on the Clients behalf from the Dutch Tax authorities.

Article 13 Processing personal data

1. In the relationship between the parties Koenen en Co is the controller as defined by Article 4 (7) of the GDPR, unless having regard to all the circumstances of the case Koenen en Co are to be regarded as a processor or as a joint controller. In the latter case, the parties should enter into separate data processor contract. Koenen en Co process personal data only for the benefit of, and on the instructions of, the Client, and to perform the contract.
2. Once the service provided under a contract has ended, or on first demand by the Client, Koenen en Co will not store the processed personal data for longer than strictly necessary.
3. Having regard to the state of the art, implementation costs, the nature, extent and context of the purposes for processing, and the risks for the rights and freedoms of natural persons as regards degree of probability and seriousness, Koenen en Co will take appropriate technical and organizational measures to guarantee a risk-based security level in accordance with Article 32 of the GDPR. These measures include:
 - The anonymizing and encrypting of personal data;
 - The capacity to give a permanent guarantee of the reliability, integrity, availability, and resilience of the data processing systems and services;
 - The capacity in the event of a physical or technical incident to recover in good time the availability of and access to the personal data;
 - A procedure for testing, assessing, and evaluating at specified points in time the effectiveness of the technical and organizational measures adopted to secure the processing.
4. The technical and organizational measures of the processor will be periodically evaluated by Koenen en Co and updated where necessary.
5. If there is a breach (data leak) concerning any personal data processed by Koenen en Co as defined by the relevant laws and regulations, Koenen en Co will promptly notify the Dutch Data Protection Authority and any affected data subjects of this situation.
6. Once notice has been given, Koenen en Co will continue to regularly notify the Client about any new developments concerning the incident and the measures it has taken to limit the consequences of the incident and prevent its recurrence.

Article 14 Requests by data subjects

1. If the Client is a natural person, he or she is entitled to access, rectify, or delete their data or restrict its processing, and has a right to be informed of steps taken in respect of the said rights.
2. As soon as Koenen en Co receive from the Client a request as described in section 1 of this article, it should respond to the Client within the statutory period.

Article 15 Forwarding of personal data to third countries or international organizations

7. Without the written consent of the Client, Koenen en Co will not transfer or make accessible, or enable the transfer or accessibility of, personal data that is supplied by and/or processed on behalf of the Client in or to countries or international organizations that the European Commission has not yet decided guarantee an
8. Appropriate level of protection in accordance with the relevant privacy legislation. Articles 44 to 50, inclusive, of the GDPR will be complied with at all times. The processor will supply on first request by the controller information as to the location(s) where the processing occurs.
9. Koenen en Co will ensure that its staff and/or any third party that it engages are informed of the obligations arising under the General Conditions and monitor their strict compliance.

Article 16 Jurisdiction and legal forum

1. The legal relationship between Koenen en Co and the Client is governed by Dutch law.
2. The Court of Limburg, for the district of Maastricht has exclusive jurisdiction to hear any dispute between Koenen en Co and the Client, unless any other court has jurisdiction by virtue of any mandatory law. As an exception thereto, if Koenen en Co is the claimant it is entitled to bring any dispute before the court with jurisdiction in the place where the Client is domiciled.