

# Terms and Conditions

Van Graven Finance & Advice B.V.



## Article 1 - Contractor

<b>Name:</b>	Van Graven Finance & Advice B.V.
<b>Address:</b>	Jansbuitensingel 24 - 16, 6811 AD, Arnhem
<b>CoC-number:</b>	88968103
<b>E-mail:</b>	hallo@vangravenfinance.nl
<b>Website:</b>	www.vangravenfinance.nl

henceforth to be known as: “**Van Graven Finance & Advice B.V.**”

## Article 2 - Definitions

1. **Offer:** the proposal from Van Graven Finance & Advice B.V. to the closing of an Agreement with the Client.
2. **Acceptance:** a declaration of intent from the entrepreneur addressed to Van Graven Finance & Advice B.V. that the offer is accepted.
3. **Service(s):** Van Graven Finance & Advice B.V. offers services in administrative services, legal services and business services. Van Graven Finance & Advice B.V. mainly focuses on keeping up the financial administration, drawing up annual figures and reports and filing tax returns. The agreement specifies which services Van Graven Finance & Advice B.V. provides for the Client.
4. **Durable data carrier:** any tool that enables the Client to store digitally obtained information in a way that allows future consultation or use during a period that is tailored to the purpose for which the information is intended.
5. **Quotation:** a letter or e-mail sent by Van Graven Finance & Advice B.V. to the Client in which the offer of Van Graven Finance & Advice B.V. is briefly stated. An Agreement is concluded at the moment that the Client accepts the quotation.
6. **Entrepreneur:** the (legal) person who acts for purposes related to her/his trade, business, craft or professional activity.
7. **Client:** the Entrepreneur with whom an Agreement has been concluded.
8. **Agreement:** the Agreement concluded between Van Graven Finance & Advice B.V. and the Client. The Agreement states which services Van Graven Finance & Advice B.V. provides for the Client. This Agreement is a special Agreement within the meaning of art. 7:400 et seq. Dutch Civil Code or a quotation or proposal approved by the Client.
9. **Distance contract:** an agreement concluded between Van Graven Finance & Advice B.V. and the Client in the context of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement, exclusively or one or more techniques for distance communication are also used.
10. **Confidential information:** all financial and business data entered, processed and/or stored by Van Graven Finance & Advice B.V. and/or the Client.
11. **Proposal:** a quotation.
12. **Website:** [www.vangravenfinance.nl](http://www.vangravenfinance.nl)
13. **Activities:** the services that Van Graven Finance & Advice B.V. provides for the Client under the Agreement.

## Article 3 - General

1. These Terms and Conditions apply exclusively to all offers, assignments and agreements whereby Van Graven Finance & Advice B.V. provides services to the client, even if these services are not described in these terms and conditions.
2. The parties can only agree on changes and/or additions to the Terms and Conditions in the individual Agreement.
3. An agreement is established and takes effect after the written or electronic acceptance of a quotation from Van Graven Finance & Advice B.V.. These Terms and Conditions are part of the offer.

## Article 4 - Applicability

1. These Terms and Conditions apply to all offers, quotations and Agreements of Van Graven Finance & Advice B.V.. These Terms and Conditions will be sent by us free of charge upon request. The Terms and Conditions can also be consulted via the website: [www.vangravenfinance.nl](http://www.vangravenfinance.nl).
2. Before an Agreement is concluded with the Client, the text of these Terms and Conditions will be made available to the Client. If this is not reasonably possible, Van Graven Finance & Advice B.V. will indicate how the Client can view these Terms and Conditions before the Agreement is concluded.
3. If the Agreement is concluded electronically, the text of these Terms and Conditions can be made available to the Client electronically. All this in such a way that these Terms and Conditions can be stored in the simplest possible way on a durable data carrier. If this is not reasonably possible, it will be indicated before the Agreement is concluded how the Client can view the text of these Terms and Conditions.
4. If, in addition to these Terms and Conditions, specific product or service terms and conditions also apply, the provisions of those specific terms and conditions - if this is laid down in writing in those specific terms and conditions - will take precedence over the provisions of these Terms and Conditions.
5. Van Graven Finance & Advice B.V. is entitled to amend or supplement the Terms and Conditions. The Client will be informed of any amendments/additions to the Terms and Conditions before the amended Terms and Conditions will take effect. Minor changes can be made at any time.
6. All rights and claims stipulated in these Terms and Conditions and in any further agreements and conditions for the benefit of Van Graven Finance & Advice B.V. also apply to any intermediaries and third parties engaged by Van Graven Finance & Advice B.V..
7. These Terms and Conditions also continue to apply to the successors of the Client.

## Article 5 – Formation, duration and termination

1. The Agreement is entered into for an indefinite period of time, commencing at the moment that Van Graven Finance & Advice B.V.'s offer is accepted by the Client in writing, verbally or electronically and is legally valid as long as Van Graven Finance & Advice B.V. provides services for the Client.
2. An Agreement can be accepted by the Client electronically. After this acceptance, Van Graven Finance & Advice B.V. will send a confirmation electronically regarding the receipt of the acceptance of the offer.
3. The Agreement ends by operation of law when all obligations arising from the Agreement have been fulfilled by the parties.

4. In the case of assignments without a notice period: Each party can terminate the agreement in writing or electronically after good business consultation and stating reasons. If no express term of notice has been agreed between the parties, a reasonable term must be observed in the termination. The parties will never be obliged to pay any compensation due to termination.
5. Van Graven Finance & Advice B.V. and the client may terminate the agreement in whole or in part without notice of default and without judicial intervention by written or electronic notification with immediate effect if the other party applies for a (provisional) suspension of payments or if its (provisional) suspension of payments is granted, the other party files for bankruptcy or is declared bankrupt, the other party's company is liquidated, the other party ceases its business, a substantial part of the other party's assets are seized, the other party is dissolved after a merger or acquisition, then however, the other party must otherwise no longer be deemed able to fulfill the obligations under the Agreement. Both parties will never be obliged to pay any compensation due to this termination.

## Article 6 - Prices

1. Van Graven Finance & Advice B.V. reserves the right to change the rates stated on the website, in the Contract Agreement, in these Terms and Conditions and which have been made public in any way. The Client will be informed of a change one month before the change takes effect.
2. All prices mentioned on the website, in the Contract Agreement, in these Terms and Conditions or that have been made public in any way, are - unless stated otherwise - exclusive of tax (VAT) or other government-imposed levies.

## Article 7 - Performance of the service

1. Van Graven Finance & Advice B.V. hereby declares that the work will be carried out as a diligent professional practitioner. However, no guarantee can be given for the achievement of any intended result. For Van Graven Finance & Advice B.V., therefore, only a best efforts obligation applies.
2. Van Graven Finance & Advice B.V. hereby declares that the wishes of the Client will be taken into account as much as possible in the performance of the work.
3. Van Graven Finance & Advice B.V. will determine the manner in which and by which person(s) the work is performed.
4. Van Graven Finance & Advice B.V. is entitled to engage third parties in the execution of the Agreement if it deems this desirable in the interests of the Client. No notification to or explicit permission from the Client is required for engaging third parties. This expressly deviates from the provisions of art. 7:404, 7:407 and 7:409 BW.
5. If employee(s) of Van Graven Finance & Advice B.V. have to perform work at a location of the Client for the performance of the Agreement, the Client will provide a suitable workplace that meets the statutory health and safety standards. The following must be present at this workplace: suitable computer facilities and a secure Wi-Fi network. The Client is liable for all damage to employee(s) and property that arises at this workplace.
6. The terms specified in the Agreement within which the service must be performed only serve as guidelines and not as strict deadlines (Art. 6:38 of the Dutch Civil Code). If a term is exceeded by Van Graven Finance & Advice B.V., there is therefore no ground for dissolution of the Agreement.
7. There is only a strict deadline if and only if this has been agreed in so many words in the Agreement.

## Article 8 – Cancellations of appointments

1. Any impediment, regardless of the cause, as a result of which the Client wishes to cancel a (call) appointment, is entirely at the risk of the Client.

## Article 9 – Data and information

1. The Client provides Van Graven Finance & Advice B.V. with all data necessary to perform the services as well as possible. This information is provided in a timely manner, in the desired form and in the desired manner. What is understood by this is determined by Van Graven Finance & Advice B.V.. If the Client does not comply with this obligation, Van Graven Finance & Advice B.V. has the right to suspend the execution of the agreement.
2. The information provided must be correct, complete and reliable. This is the responsibility of the Client. If, due to changed circumstances, the information provided by the Client is no longer correct, complete or reliable, the Client must report this to Van Graven Finance & Advice B.V. as soon as possible. In addition, the correct data must be provided as soon as possible.
3. If damage is caused or additional costs have to be incurred due to incomplete, unreliable or incorrectly supplied data, these additional costs will be borne by the Client.

## Article 10 - Confidentiality

1. Van Graven Finance & Advice B.V. will, if applicable, keep all confidential information received from the Client strictly confidential – even after termination of this Agreement – and will only use this information during this Agreement to fulfill his/her obligations under this Agreement without disclosing this information.
2. The above provision does not apply to information that is made public by Van Graven Finance & Advice B.V. at the written request of the Client and to information that is currently known in the public domain without violating confidentiality.
3. All information provided by the Client to Van Graven Finance & Advice B.V., if applicable, remains the property of the Client. The Client remains responsible for the retention of this information, unless otherwise agreed.
4. Van Graven Finance & Advice B.V. stores all data for as long as is necessary for a reasonable execution of the Agreement. A longer retention period may be required by law, regulation, court order or decision of a government authority.
5. The Client may request Van Graven Finance & Advice B.V. to remove all information in Van Graven Finance & Advice B.V.'s possession.
6. The Client is also subject to a duty of confidentiality. All information of Van Graven Finance & Advice B.V. that can be classified as confidential is subject to a duty of confidentiality for the Client.
7. Violation of this clause with regard to confidentiality by the Client makes him liable to pay a penalty towards Van Graven Finance & Advice B.V.. The fine, immediately due and payable, without further notice of default, amounts to €2,000 per violation, without prejudice to Van Graven Finance & Advice B.V.'s right to claim compensation for any damage it may have suffered as a result of the violation. All this without the need for any legal intervention.
8. The confidentiality obligations in this article do not apply to the extent that confidential information has been made public, if this is required by law, regulation, court order or decision of a government authority. However, disclosure should be limited as much as possible and the parties will inform each other of this.

## Article 11 - Intellectual property

1. Van Graven Finance & Advice B.V. reserves the copyright for prepared texts, documents and other produced materials in the broadest sense of the word. The Client may not copy them, show them to third parties or have them changed without written permission.
2. When concluding the agreement, the client obtains a license for the use of copyright-protected works, which are made for the performance of the services for Van Graven Finance & Advice B.V.. This license will only apply if the Client fulfills its financial obligations.
3. The license issued is only valid for use by the Client itself. Use by third parties is not permitted.
4. Violation of this stipulation with regard to intellectual property by the Client makes him liable to pay a penalty towards Van Graven Finance & Advice B.V.. The fine, immediately due and payable, without further notice of default, amounts to €2,000 per violation, without prejudice to Van Graven Finance & Advice B.V.'s right to claim compensation for any damage it may have suffered as a result of the violation. All this without the need for any legal intervention.

## Article 12 – Liability

1. If Van Graven Finance & Advice B.V. should be liable, this liability is limited to the provisions of this article.
2. In principle, Van Graven Finance & Advice B.V. is not liable for errors it has made. This is only different if there is an attributable shortcoming in the fulfillment of the Agreement and there is direct damage. The damage is – per event or related events – limited to an amount equal to the compensation owed by the Client under the Agreement per year. Under no circumstances will the total compensation for direct damage exceed €2,500.
  - a. An *attributable shortcoming* is understood to mean: damage which is the direct result of intent or willful recklessness on the part of Van Graven Finance & Advice B.V..
3. Van Graven Finance & Advice B.V. is not liable for indirect damage, including consequential damage, loss of profit, lost savings, mutilation or loss of (company) data and damage due to business interruption.
4. It is not possible for the Client by means of a personal liability claim on the basis of art. 6:162 BW director(s) and anyone who is or was employed by Van Graven Finance & Advice B.V. liable for damage caused during or due to the execution of the Agreement. However, these persons can be held liable for damage caused by intent or willful recklessness. If the provisions of this exoneration clause do not apply for whatever reason, the persons named in this exoneration clause can invoke art. 6:257 of the Dutch Civil Code and they can therefore make use of all other exoneration clauses mentioned in these Terms and Conditions.
5. Van Graven Finance & Advice B.V. cannot be held liable if the damage is due to force majeure. What is understood by force majeure is included in Article 12 of these Terms and Conditions.
6. If damage is caused by incorrect, incomplete or unreliable data provided by the Client, Van Graven Finance & Advice B.V. is not liable for this damage that is causally related to the provision of incorrect, incomplete or unreliable data.
7. Third parties cannot hold Van Graven Finance & Advice B.V. liable on any legal basis.

## Article 13 - Force majeure

1. In the event of force majeure, which in any case includes - but is not limited to - disruptions in telecommunications, transport disruption, strike, fire, floods and war, the execution of the Agreement will be suspended or the Agreement terminated. All this without any obligation to pay compensation.
2. Force majeure also applies if Van Graven Finance & Advice B.V. cannot reasonably be expected, based on special circumstances of the case, to continue the execution of the Agreement.

## Article 14 – Payments

1. Invoicing takes place monthly, whereby invoices must be paid within 30 days of the invoice date by means of a giro deposit.
2. If payment by the Client does not take place within 30 days of the invoice date, it will be in default from the day on which payment should have been made, without any notice of default being required. From the fifteenth day after the default, the Client owes the statutory interest of 8% on the invoice amount.
3. If Van Graven Finance & Advice B.V. engages a collection agency to claim the outstanding amount, the Client will owe these costs. These collection costs will be at least 15% of the outstanding amount (with a minimum of € 40.00), but Van Graven Finance & Advice B.V. reserves the right to claim the extrajudicial collection costs actually incurred.
4. If the term of payment stated on the payment reminder has expired without receiving payment, Van Graven Finance & Advice B.V. has the right to suspend the execution of the Agreement until the payment obligation has been met.
5. The account number of Van Graven Finance & Advice B.V. is: NL20KNAB0405899246.

## Article 15 - Complaints

1. If the Client has a complaint with regard to the services provided by Van Graven Finance & Advice B.V. and/or the related amount invoiced, this complaint must be submitted in writing or after the discovery of the defect by Van Graven Finance & Advice B.V. within 30 days of the invoice date to be sent written or electronically by registered letter.
2. Complaints do not suspend the Client's payment obligation.
3. Van Graven Finance & Advice B.V. will inform the Client as soon as the complaint is received. From that moment on, Van Graven Finance & Advice B.V. will handle the complaint within 6 weeks.
4. If the Client does not notify Van Graven Finance & Advice B.V. of a complaint within the term proposed therein, all rights in this regard for the Client lapse.

## Article 16 - Other stipulations

1. These Terms and Conditions, as well as all Agreements concluded by Van Graven Finance & Advice B.V. with the Client, are governed by Dutch law.
2. Disputes are submitted to the court in Arnhem, Netherlands. Before using this, the Client and Van Graven Finance & Advice B.V. will do everything in their power to resolve the dispute without judicial intervention. This is done by means of the complaints procedure referred to in Article 14.

3. Partial nullity applies to these Terms and Conditions; if a provision of these Terms and Conditions is null and void, this only affects the relevant provision and not the entire Terms and Conditions. In addition, the relevant provision will be replaced by a provision that corresponds to the origin and purport of the void or voidable provision.
4. Changes in management or the legal form of Van Graven Finance & Advice B.V. or the Client do not affect this Agreement or the Agreements arising therefrom.
5. Unless otherwise agreed, each party bears its own costs with regard to the implementation of this Agreement.