



Raetsheren

General Terms and Conditions

Raetsheren van Orden B.V.

Version 28-dec-2022

These general terms and conditions are used by Raetsheren van Orden B.V., registered in the trade register under number 35024728, with registered office at Arcadialaan 36A, 1813 KN, Alkmaar, hereinafter referred to as: '**Raetsheren**'. These general terms and conditions apply to all work performed by Raetsheren.

Raetsheren is a private limited liability company that operates as a risk consultant and independent Chartered Insurance Broker (*Registermakelaar in Assurantiën – RMiA*).

Raetsheren is part of Raetsheren van Orden Groep B.V. As an affiliated institution of Raetsheren van Orden Groep B.V., Raetsheren is included in the AFM (*Dutch Authority for the Financial Markets*) register. Raetsheren van Orden Groep B.V. is registered in the AFM register under number 12008569. Within the framework of the Dutch Financial Supervision Act (*Wet op het financieel toezicht – Wft*), the positioning and services provided by Raetsheren are outlined further in the 'Dienstenwijzer Zakelijk' [Service Guide Commercial] of Raetsheren van Orden B.V.

These general terms and conditions are furthermore agreed upon for the benefit of '**persons affiliated with Raetsheren**'. 'Persons affiliated with Raetsheren' implies every person who works for Raetsheren or for a subsidiary of Raetsheren (on the basis of an employment contract or on another basis), including (indirect) directors, the subsidiaries themselves and every (indirect) shareholder of Raetsheren. Furthermore 'persons affiliated with Raetsheren' includes persons affiliated with Raetsheren in the past and legal successors of persons affiliated with Raetsheren, or affiliated with Raetsheren in the past. Any provision of these general terms and conditions can also be invoked by persons affiliated with Raetsheren. That therefore means that any provision in these general terms and conditions qualifies as an irrevocable third-party beneficiary clause in respect of persons affiliated with Raetsheren.

'**Person**' is a legal person or a natural person.

'**Third parties**' are persons other than 'persons affiliated with Raetsheren'.

The '**client**' is the party to whom Raetsheren has provided any quotation, made an offer, or with which it has entered into an agreement.

These general terms and conditions can be invoked irrespective of the basis of the liability.

1. Assignment

- 1.1. An agreement between the client and Raetsheren comes into force at the moment at which Raetsheren has accepted an assignment from the client in writing, or has started to perform the assignment.
- 1.2. Overruling article 7:404 of the Dutch Civil Code and 7:407 section 2 of the Dutch Civil Code, all assignments, including those entrusted to a specific person, shall only be considered to have been given to and accepted and performed by Raetsheren on behalf of the clients. Third parties cannot derive any rights from the work performed and the results thereof.
- 1.3. Assignments given to Raetsheren are considered to be input-based commitments of Raetsheren and not outcome-based commitments.
- 1.4. Periods of time within which Raetsheren shall carry out the assignment shall never be considered to be firm deadlines.

2. Offers and quotations of insurers and advice provided by Raetsheren

- 2.1. Unless explicitly stated otherwise therein, offers or quotations presented to the client by Raetsheren on behalf of the insurer(s), are non-binding and subject to acceptance by the relevant insurer(s).
- 2.2. The client cannot derive any rights from calculations made by Raetsheren with regard to the costs of insurance and any impact thereof on the client's costs. These calculations should be considered to be provisional and indicative and may be subject to interim changes to interest and premium. Only after the client has accepted the quotation from the insurer(s) can Raetsheren provide a final calculation of the costs.
- 2.3. Advice given by Raetsheren to the client should be considered purely as a snapshot and is based on assumptions of the laws and regulations and market conditions applicable at that time.

3. Communication

- 3.1. General information provided by Raetsheren, which may or may not be available on the Internet and which may or may not be at the client's request, is non-binding and shall never be considered to be advice given by Raetsheren in the context of an assignment given to Raetsheren.
- 3.2. Until Raetsheren has received a change of address from the client, Raetsheren shall assume that the client can be reached at the address provided by the client at the start of the assignment, which includes the client's email address, and that all correspondence sent to that address shall be received by the client.

4. Engagement of third parties

- 4.1. Raetsheren is permitted to use third parties (including, but not limited to civil-law notaries, tax advisers, (foreign) lawyers, accountants, loss adjusters, advisors and bailiffs) in the performance of an assignment given to it. The client does not have to be notified of this, neither is the client's consent required. Raetsheren may engage third parties to carry out the assignment in their own name or as an authorised agent in the client's name. The costs of these third parties are passed on in full to the client.
- 4.2. When selecting and engaging third parties, Raetsheren will exercise due care.
- 4.3. The client is bound by the conditions agreed by Raetsheren (in its own name or in the client's name) with the third parties it engages.
- 4.4. Raetsheren has the right to accept any liability limitations of third parties on behalf of the client.
- 4.5. Raetsheren is not liable for the acts and/or omissions of third parties engaged by Raetsheren.

5. Fee and payment

- 5.1. Raetsheren's fee may be charged on the basis of an agreed hourly rate or a fixed fee, or it may be included in the amounts charged to the client by or on behalf of the insurer(s). The parties shall always make advance agreements in this regard.
- 5.2. Changes to taxes and/or levies imposed by the government shall always be passed on to the client.
- 5.3. Raetsheren is entitled to increase the agreed rates in the interim if, after accepting the assignment, there are increases in the costs that affect Raetsheren's cost price.
- 5.4. The client must pay Raetsheren's invoices within 14 days of the date of the invoice in the manner stipulated by Raetsheren, unless agreed otherwise in writing or stated otherwise on the invoice. These payment terms are always considered firm deadlines.
- 5.5. Insofar as Raetsheren charges premiums to the client on behalf of the insurer(s), the client must bear in mind that non-payment or late payment of premiums charged may result in the insurance policies and provisions that it has taken not providing cover for the insured risk.
- 5.6. The client may only set off amounts charged by Raetsheren for its services against a counterclaim put forward by the client, or suspension of payment by the client in relation to a counterclaim it has put forward, insofar as the counterclaim has been expressly recognised by Raetsheren without reservation, or has been upheld by the court, and Raetsheren has given its consent.
- 5.7. Without the client's prior consent, Raetsheren is authorised to set off the amounts owed to it by the client against a claim that the client has against Raetsheren or the insurer(s), including but not limited to payments under the insurance policies that the client holds with the insurer(s).
- 5.8. If the client does not pay the amounts charged by Raetsheren before the agreed (firm) deadline for payment, without prior notice of default, the client owes statutory commercial interest in accordance with article 6:119a of the Dutch Civil Code on the outstanding amount as from the day after expiry of the deadline for payment. In the event that the client fails to pay the outstanding amount to Raetsheren after notice of default has been issued, Raetsheren can outsource the collection of its claim and the client is also obliged to reimburse the out-of-court collection costs. The out-of-court collection costs are fixed at 15% of the amount for which payment is claimed, with a minimum of € 50.00.
- 5.9. Payments made by the client shall always serve to settle: firstly all interest and costs owed of the invoices due, and then the principal amount(s) of the invoices due which have been outstanding for the longest period of time, even if the client specifies that the payment relates to an invoice of a later date.
- 5.10. If in Raetsheren's opinion, the client's creditworthiness gives grounds for this, without being in default, Raetsheren is authorised to suspend the provision of its services, until the client has provided sufficient security in respect of fulfilment of its payment obligations.

6. Information from the client

- 6.1. The client is obliged at all times, both on request and on its own initiative, to provide Raetsheren with all information that the client knows, or should know, is relevant or could be relevant for Raetsheren to perform its assignment correctly. The client shall provide the information referred to in this article as soon as possible once there is a reason to do so.
- 6.2. If the client does not comply with the provisions of 6.1, the client cannot accuse Raetsheren of failing to fulfil its duty to exercise due care in respect of the client.
- 6.3. If the client does not make the necessary information available to Raetsheren, or fails to do so on time, or if the obligations/obligations to provide information are not fulfilled in any other way, Raetsheren is authorised to suspend performance of the assignment.

- 6.4. The client is fully responsible for the accuracy and completeness of all information provided by the client to Raetsheren. Raetsheren is never liable for non-compliance, not fully complying or complying too late with the provisions of this article.

7. **Liability of Raetsheren & dissolution of the agreement**

- 7.1. Any liability on the part of Raetsheren is limited to the amount paid in the relevant case under Raetsheren's professional liability insurance (required by law), including the deductible to be borne by Raetsheren, whereby the total of these amounts shall not exceed € 2,500,000.00. Upon request, Raetsheren shall provide persons and/or parties who, in the opinion of Raetsheren, qualify as entitled parties with further information about its professional liability insurance.
- 7.2. If, for whatever reason, no insurance pay-out is made, Raetsheren's liability is limited to a maximum of the total fee charged to the client in respect of the assignment that gave rise to the damage, with a maximum of € 50,000.00. If Raetsheren has not charged the client a fee for its services, Raetsheren's liability is limited to the premium(s) charged by the insurer(s) to the client in respect of the product or the products on which the assignment that gave rise to the claims is based, with a maximum of € 50,000.00.
- 7.3. If, for whatever reason, Raetsheren cannot invoke the limitations in articles 7.1 and/or 7.2, then Raetsheren's liability is, in any case, limited to a total amount of € 50,000.00.
- 7.4. Articles 7.1, 7.2 and 7.3 only apply of course insofar as, for whatever reason, the relevant liability has not already been fully excluded pursuant to these general terms and conditions and/or otherwise.
- 7.5. Raetsheren's liability is limited to the insurance contracts for which Raetsheren has been appointed broker and which Raetsheren manages on behalf of the clients.
- 7.6. Raetsheren is not liable for indirect damage and consequential damage irrespective of the legal basis on which the claim is based. Raetsheren is never liable for any damage whatsoever resulting from errors in the software or other computer programs it uses.
- 7.7. Raetsheren is never liable for any damage whatsoever resulting from the fact that the client has not paid its premiums on time for insurance policies it has taken out following the intermediation (including brokerage) of Raetsheren.
- 7.8. The client indemnifies Raetsheren against all third-party claims and other damage sustained by Raetsheren in relation to the assignment. This indemnification does not apply if the claim or the damage arises from deliberate act or willful recklessness on the part of Raetsheren. A 'third party' is also every group member of the client, shareholder of the client, director and supervisory board member of the client, every person employed by or on behalf of the client and every family member of the client.
- 7.9. The exclusions and/or limitations of liability in these general terms and conditions also apply to third parties engaged by Raetsheren in the context of the assignment.
- 7.10. In all cases in which there are deficiencies in the performance of the assignment by Raetsheren or by third parties engaged by Raetsheren for the performance of the assignment, Raetsheren shall attempt to correct these or have these corrected, or to carry these out or have these carried out as agreed. If Raetsheren is unable to do so after repeated attempts and if Raetsheren does not fulfil any obligations under this agreement, the client is only entitled to dissolve any agreement with Raetsheren if, after proper notice of default, Raetsheren still fails to perform its obligations in respect of the client. Payment obligations that arose before the time of dissolution and/or that relate to services already provided, must be complied with in full.

8. **Force majeure**

- 8.1. Raetsheren is not required to fulfil any obligation if this is not reasonably possible for Raetsheren as a result of changes in circumstances existing at the time at which the obligations were entered into, that have arisen through no fault of Raetsheren. Force majeure therefore concerns any circumstance over which Raetsheren cannot exercise reasonable control.
- 8.2. A failure to comply with an obligation of Raetsheren is in any case not considered attributable and shall not be at Raetsheren's risk in the case of default and/or shortcoming by or at its suppliers, subcontractors, transporters and/or other third parties that Raetsheren has engaged, in the event of fire, strikes or lock-outs, riots or civil disturbance, war, government measures, including export, import or transit restrictions, frost, employee illness, malfunctions in computer network(s), viruses and pandemics and all other circumstances that are of such a nature that fulfilment can no longer be demanded of Raetsheren in respect of the relevant obligation.
- 8.3. Raetsheren is not liable for damage and losses suffered by the client in the event of a situation occurring that is referred to in this article.

9. **Loss of rights**

- 9.1. Complaints concerning work performed by Raetsheren or the amounts charged by Raetsheren, must be submitted to Raetsheren in writing and within 45 days of the client and/or a third party receiving the documents, information or invoice to which the complaint relates, or could reasonably have become aware of the shortcoming in the performance of Raetsheren that it observed, under penalty of the loss of every right of the client and/or a third party to fulfilment and/or compensation. The submission of a complaint shall in no event release the client and/or third parties from its payment obligations.

- 9.2. Subject to the provisions of article 6:89 of the Dutch Civil Code and by way of derogation from any longer statutory time limits and periods of limitation, all claims of the client and/or a third party against Raetsheren with regard to or in relation to the services provided by Raetsheren expire if proceedings are not commenced in the competent court within one year of the client and/or a third party becoming aware of this, or should reasonably have known about this.

All claims of the client and/or a third party against Raetsheren with regard to or in relation to the services provided by Raetsheren expire in any event ten years after the quotation, offer or agreement from which Raetsheren's work arises, unless the client and/or a third party commences proceedings in the competent court within a ten-year period.

10. **Miscellaneous**

- 10.1. The law of the Netherlands applies to the legal relationship (including all quotations and offers issued by Raetsheren, as well as the assignments and agreements accepted by Raetsheren) between Raetsheren and the client. The district court of Noord-Holland, location Alkmaar has exclusive jurisdiction to settle any disputes between Raetsheren and the client.
- 10.2. In the event that Raetsheren and the client explicitly and unambiguously deviate in writing from the provisions in these general terms and conditions, these written agreements shall prevail.
- 10.3. Deviations from and/or additions to these general terms and conditions are only binding for Raetsheren insofar as these have been agreed explicitly and unambiguously in writing between Raetsheren and the client.
- 10.4. If any provision of these general terms and conditions is null and void or is annulled in full or in part, only (that part of) the relevant provision shall be excluded from application and all other provisions shall continue to apply without prejudice. In such a case, the null and void or (partially) annulled provision shall be replaced by a provision that deviates as little as possible from the original voided or (partially) annulled provision, also taking into account the content of the other provisions of these general terms and conditions and the intention of the parties.
- 10.5. Raetsheren is entitled to unilaterally change the content of these general terms and conditions in the interim. In that case, Raetsheren shall inform the client of this whilst simultaneously sending the amended general terms and conditions. The Client is entitled to object to the applicability of the amended terms and conditions within 30 days of the date on which it was notified of the relevant amendments. In that case, the parties shall consult about the content of the applicable amendments. If the client does not object to the amended content of the general terms and conditions, these shall govern the agreements reached between the parties as from the date specified by Raetsheren. If no date for entry into force has been communicated, the amendments shall take effect as soon as these have been sent to the client.
- 10.6. Raetsheren may transfer all or part of its business to another party. The legal relationship that the client has with Raetsheren based on an agreement will also transfer to that other party. The client shall cooperate fully with this contract transfer. Raetsheren shall inform the client in the event of contract transfer.
- 10.7. These general terms and conditions are also available in the Dutch language. In the event of a dispute in respect of the content or purport thereof, the Dutch language text is binding.
- 10.8. The applicability of general terms and conditions to which documents originating from the client refer, is hereby expressly rejected.

These terms and conditions have been filed at the Chamber of Commerce and can also be found on Raetsheren's website (www.raetsheren.nl).
