



Groot & Evers

Gerechtsdeurwaarders en
Incassobureau

Terms and Conditions

Gerechtsdeurwaarderskantoor Groot & Evers B.V.

Article 1: General provisions

1.1. In these terms and conditions:

- Groot & Evers: The private company Gerechtsdeurwaarderskantoor Groot & Evers B.V.,
- client: The legal person(s) and/or the natural person(s) who requests Groot & Evers to carry out work,
- activities: All activities, both official and non-official, that are carried out in the context of a (potential) assignment,
- Official hours: The hours as referred to in Article 64 of the Code of Civil Procedure.
- Financial plan: The rates set by Groot & Evers that do not fall under Decree on Rates for Official Acts of Court Bailiffs (Stbl.2001, no. 325). The financial plan can be sent on request in appropriate cases.
- Settlement rate: the percentage of the collected amount that is charged to the client as compensation for the work. This amount cannot be recovered from a debtor.

1.2. These general terms and conditions apply to all legal relationships in which Groot & Evers acts as (whether or not potential) contractor and/or service provider or performs work for the client. General terms and conditions of the client do not apply, unless expressly agreed otherwise in writing. Deviations from these terms and conditions are only valid insofar as they have been accepted in writing by Groot & Evers.

1.3. Groot & Evers is authorised to change these general terms and conditions at all times. A change is effective from the moment it is announced to the client.

1.4. These general terms and conditions do not only apply to Groot & Evers, but also to the (indirect) director(s), all other legal entities and persons who work for Groot & Evers, all legal entities and persons who engaged in the performance of work, as well as all other persons for whose actions Groot & Evers could be liable.

1.5. All assignments are deemed to have been given and accepted exclusively by Groot & Evers, even if it is the explicit or tacit intention that an assignment will be carried out by a specific person. The provisions of Article 7:404 of the Dutch Civil Code and Article 7:407 paragraph 2 of the Dutch Civil Code do not apply to the activities.

1.6. If an assignment is given by several legal entities and persons, each of them is jointly and severally liable for payment of all that is owed to Groot & Evers on account of that assignment.

Article 2: Obligations of Groot & Evers

2.1. Groot & Evers will exercise due care in the performance of the assignment and take the interests of the client into account to the best of its ability.

2.2. Groot & Evers has only accepted the assignment after a confirmation of acceptance has been sent by Groot & Evers. The confirmation of acceptance will be sent by e-mail, fax and/or post.



Groot & Evers

Gerechtsdeurwaarders en
Incassobureau

2.3. Groot & Evers is entitled to have the work carried out under its responsibility by third parties, if it believes there is reason to do so, provided that it exercises due care in choosing the third parties to be engaged. Groot & Evers is authorised to accept any liability limitations of third parties on behalf of the client. Liability limitations of third parties also apply between Groot & Evers and the client.

Article 3: Obligations of the client

3.1. If the client receives payment in a current case, it must inform Groot & Evers as soon as possible, as well as of all other developments and/or events that may be important for the execution of the assignment.

3.2. The client is obligated to cooperate as much as possible in the execution of the assignment, whereby the client will always provide all useful and necessary information in a timely manner and will guarantee the correctness of this information. Groot & Evers is not obligated to check the correctness of the information provided.

3.3. If the information necessary for the execution of the assignment is not made available to Groot & Evers, or is not made available on time or not in accordance with the agreements, or if the client does not fulfil its obligations towards Groot & Evers in any other way, this may lead to suspension of fulfilment of Groot & Evers' obligations. The client is obligated to reimburse Groot & Evers for the additional costs that must be incurred as a result.

Article 4: Non-attributable shortcoming

4.1. When Groot & Evers cannot or cannot fully carry out the assignment due to circumstances beyond the control of Groot & Evers, as well as when unforeseen circumstances arise, as a result of which (unchanged) compliance with the agreement cannot reasonably be expected from Groot & Evers, the shortcoming of Groot & Evers is not attributable to Groot & Evers.

4.2. Unforeseen circumstances include extraordinary weather conditions, strikes, DDoS attacks, accidents or illness of Groot & Evers personnel, restrictive government measures – including measures taken by foreign government bodies – war and the threat of war.

Article 5: Liability

5.1. Groot & Evers is not liable for damage as a result of the advice given and/or work performed by Groot & Evers (which also includes the non-complete execution of the assignment), unless the client demonstrates that there is intent or gross negligence on the part of Groot & Evers or its subordinates.

5.2. Groot & Evers is never liable for trading loss, consequential damage or other indirect damage, unless Groot & Evers' professional liability insurance recognises and covers this damage.

5.3. The client is obligated to give Groot & Evers the opportunity to rectify errors, carelessness and negligence itself as much as possible, to complete the facts and/or to reduce damage.

5.4. Any liability is limited to the amount recognised and paid out in the relevant case under the professional liability insurance taken out by Groot & Evers. If and insofar as, for whatever reason, no payment is made under the aforementioned insurance, any liability is limited to an



Groot &Evers

Gerechtsdeurwaarders en
Incassobureau

amount of four times the invoice amount, or if no invoice has yet been drawn up, four times the fictitious invoice amount as if the invoice were at the time of liability arising in accordance with the provisions of these general terms and conditions, with a maximum of € 5,000.00.

5.5. If third parties engaged by Groot & Evers perform work that Groot & Evers does not usually perform itself, then Groot & Evers accepts no liability for shortcomings of these third parties. The provisions of this article apply in full to liability for shortcomings of third parties in connection with work that Groot & Evers usually carries out itself.

5.6 If Groot & Evers has to collect a claim in foreign currency, this claim will be converted into euros. For claims in foreign currencies, the day on which the claim has become due and payable is decisive for the exchange rate calculation. Groot & Evers accepts no liability for currency and/or exchange rate losses.

Article 6: Termination of assignment

6.1. If the client makes an arrangement or settlement with the debtor without going through Groot & Evers, withdraws the assignment or does not respond within a reasonable period to messages from Groot & Evers, then Groot & Evers is entitled to terminate the work and to settle the bill as if it were the outsourced claim has been collected in full and to be settled in accordance with the provisions of art. 7.3.

6.2. If Groot & Evers receives clear instructions before or during the performance of its activities about insufficient or reduced creditworthiness of the client, Groot & Evers is entitled to demand an advance payment. Groot & Evers is entitled to suspend the work until the advance payment has been received.

6.3. In the event that the client goes bankrupt or is granted suspension of payment, if bankruptcy or suspension of payment is applied for, or if he loses the free disposal of his assets due to seizure, Groot & Evers is entitled to suspend the work and/or to terminate the agreement with immediate effect, without being obligated to pay any (damage) compensation to the client in connection with the termination.

6.4. The compensation for what has already been performed will be paid upon termination as under 6.3. meant to be due immediately.

Article 7: Rates Legal activities

7.1. General

7.1.1. In all cases in which Groot & Evers creates a file and processes the data in its administration, a base fee of € 45.00 is due.

7.1.2. The rates to be charged by Groot & Evers are included in the Financial Plan. The most recent version of the Financial Plan forms part of these general terms and conditions and can be sent on request where appropriate. Groot & Evers is entitled to change the rates of the Financial Plan in the interim. If interim changes result from changing national regulations, this will not lead to a ground for termination for the client. The rates in the Financial Plan are excluding VAT.



Groot &Evers

Gerechtsdeurwaarders en
Incassobureau

7.1.3. Before accepting the assignment or during the performance of any assignment, Groot & Evers is entitled to demand an advance to be determined by them before proceeding with the execution of the assignment, to cover its costs and/or the disbursements to be incurred.

7.1.4. In all situations in which the assignment is withdrawn and/or turns out to be uncollectible, the client owes Groot & Evers the costs incurred up to that point (including, but not limited to, collection costs, costs of the writ, fee, etc.) with a minimum from € 50.00.

7.1.5. Groot & Evers also charges the debtor in full for disbursements, including information costs, costs of fellow bailiffs, costs of lawyers, court fees, etc., insofar as legally possible. If the disbursements cannot and/or may not be recovered from the debtor, these costs will be charged 100% to the client.

7.1.6. All amounts mentioned in this article are exclusive of the sales tax due on this. The amounts can be indexed annually.

7.2. Collection assignment

7.2.1. The rates for a collection assignment apply in cases where the following activities are performed: conducting collection activities, conducting legal proceedings and executing the resulting titles.

Collection orders are always at the expense and risk of the client.

7.2.2. In the case of collection orders, the client will be charged the rate in accordance with the Collection Costs Act, plus any disbursements, which costs will first be recovered from the debtor as much as possible.

7.2.3. The client also owes a fee for consultancy work if and insofar as applicable. Consultancy activities include conducting legal research, conducting negotiations, giving advice on the treatment plan, conducting legal proceedings and providing legal assistance. The hourly rate is stated in the Financial plan.

Article 8: Rates for official activities

8.1. Official work

8.1.1. All official acts to be performed are carried out on the basis of the debtor rate as referred to in the Decree on Rates for Official Acts of Court Bailiffs (Stbl.2001, no. 325).

8.1.2. All official activities to be performed, which fall outside the official acts as referred to in Article 8.1.1., are taxed on the basis of the Financial Plan. The rates for official activities include, among other things, official acts that are not covered by Article 8.1.1. falling, advising, efforts for assistance, coordination, fees, copying costs, publication costs, etc.

8.1.3. If an assignment is withdrawn after it has been accepted by Groot & Evers, the client will owe a fee amounting to 50% of the fee under 8.1.1.

8.1.4. An additional surcharge of at least 100% above the rate as referred to in Article 8.1.1 applies to an official assignment that must be carried out within one working day of receipt.



Groot &Evers

Gerechtsdeurwaarders en
Incassobureau

8.1.5. If this is deemed necessary for the correct performance of the official duties, Groot & Evers has the right to be assisted by one or more witnesses. The client owes a fee for these witness(es). The hourly rate is stated in the Financial plan.

8.1.6. All amounts mentioned are exclusive of the sales tax due on this. The amounts can be indexed annually.

8.2. Observations on oath of office

8.2.1. For the performance of an observation under oath of office by a bailiff (added / candidate.), the client owes, in addition to any necessary disbursements, a fee to be calculated according to the duration. The hourly rate is stated in the Financial plan.

8.2.2. If this is deemed necessary for the correct performance of the official duties, Groot & Evers has the right to be assisted by one or more witnesses. The client owes a fee for this witness. The hourly rate is stated in the Financial plan.

Article 9: Payment

9.1. Payment must be made without any set-off within the agreed term, but no later than 14 days after the invoice date. Payment can only be made in the manner specified by Groot & Evers. In the absence of timely payment, the client owes interest of 1.5% per month from the final payment date.

9.2. Groot & Evers is entitled to retain the money collected for the client as an advance. The client allows Groot & Evers to apply a settlement between the (net) position of various claimants for which the client acts and the client grants permission for this on behalf of these creditors and guarantees this.

9.3. If payment has not been made on time, the client is in default without further notice of default and the client will be fined for 15% of the invoice amount with a minimum of € 37.00, plus the interest as referred to in Article 9.1.

9.4. If and insofar as a bank charges Groot & Evers negative interest on the funds deposited to Groot & Evers, Groot & Evers is entitled to deduct the negative interest from the deposited amount.

Article 10: Communication

10.1. In the event that communication between the contractor and the client takes place using electronic means such as e-mail and other forms of data traffic, both parties will ensure up-to-date virus protection. Groot & Evers is not liable to the other party for any damage resulting from the transmission of viruses and/or other irregularities in electronic communication, and for messages not received or damaged. In the event digital communication or otherwise digital information is sent to Groot & Evers, the client guarantees that this information is free of viruses, defects and other defects.

The transmission of e-mail and other forms of data traffic is not encrypted.



Groot &Evers

Gerechtsdeurwaarders en
Incassobureau

Article 11: Disputes

11.1. Dutch law applies exclusively to all agreements to which these terms and conditions apply to in whole or in part.

11.2. All disputes arising from the agreement will be brought before the qualified court in Amsterdam, on the understanding that Groot & Evers remains authorised to turn to the court that would be qualified to hear the dispute without the aforementioned choice of forum.

Amsterdam, March 24th 2023