

GENERAL TERMS AND CONDITIONS BUREAU MOERDIJK B.V.

1. Bureau Moerdijk B.V. is a limited liability company incorporated under the laws of the Netherlands, hereafter “Bureau Moerdijk”.
2. All assignments are solely accepted and carried out by Bureau Moerdijk, with the exclusion of articles 7:404 and 7:407, section 2 of the Netherlands Civil Code.
3. Any liability of Bureau Moerdijk is restricted to the amount that in the case in question is paid out pursuant to the professional liability insurance policy or policies Bureau Moerdijk has concluded, increased by the amount of the excess which, according to the policy conditions, is not for the account of the insurers (*‘eigen risico’*). If, for whatever reason, no payment takes place by virtue of the aforementioned liability insurance policy or policies, the liability is restricted to the fee charged by Bureau Moerdijk for the assignment in question, to a maximum of €10,000.
4. Claims against Bureau Moerdijk shall lapse within one year after the event giving rise to a claim was known or reasonably should have been known to the principal.
5. On the engagement of third parties Bureau Moerdijk shall consult as much as possible with the principal in advance and shall take due care in the engagement of third parties. Bureau Moerdijk is not liable for the shortcomings of third parties. Bureau Moerdijk is authorised by the principal to accept any liability restrictions of third parties on the principal’s behalf.
6. Bureau Moerdijk makes use of so called ‘cloud’ computing services for the storage of data. By acceptance of these general terms and conditions, the principal declares to accept such services as well as possible liability restrictions.
7. Bureau Moerdijk treats all information it receives in accordance with privacy regulations. You are entitled to request details of the information we hold about you and how we process it. You also have the right to have information we hold about you rectified, complemented, deleted or shielded. Furthermore, you have the right to receive information we hold about you, the right to lodge a complaint against the processing of personal data, the right to data portability, the right to erasure (right to be forgotten) and the right to limit the personal information we hold about you. You are also entitled to withdraw your consent to the processing of your personal information and require that automated decisions be substituted by human intervention. Any such requests should be addressed to Bureau Moerdijk B.V., Herengracht 141-4, 1015 BH Amsterdam, the Netherlands or to erna@bureaumoerdijk.com. This does not affect your right to lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).
8. The legal relationship between the principal and Bureau Moerdijk is subject to the laws of the Netherlands. Disputes will exclusively be settled by the competent court in Amsterdam.
9. A complaints procedure (Kantoorklachtenregeling Bureau Moerdijk) (<https://www.bureaumoerdijk.com>) applies to all assignments.
10. All the provisions of these general terms and conditions are also made on behalf of the shareholders and directors of Bureau Moerdijk as well as all those employed by or through Bureau Moerdijk or who have been engaged for the assignments given to the Bureau Moerdijk.
11. Unless otherwise agreed, invoices shall be issued on a monthly basis on the basis of the hours worked multiplied by the hourly rate to be determined each year by Bureau Moerdijk.
12. Unless otherwise agreed, expenses paid by Bureau Moerdijk on behalf of the principal shall be invoiced separately.
13. By acceptance of these general terms and conditions, the principal declares to accept that the name of the principal may be mentioned on the website of Bureau Moerdijk and/or that a hyperlink to the website of the principal is included on the website of Bureau Moerdijk.
14. All amounts are exclusive of VAT.
15. The payment term is fourteen days, to be counted from the date of the invoice. On failure to pay promptly, Bureau Moerdijk is entitled to charge the legal interest as well to charge collecting costs.
16. This is a translation of the general terms and conditions of Bureau Moerdijk in the Dutch language. In the event of discrepancies between the Dutch and the English text, the Dutch version shall prevail. These general terms and conditions also apply to any additional or subsequent assignments. Bureau Moerdijk is registered in the commercial register of the Chamber of Commerce in Amsterdam under registration number 65839250. These general terms and conditions have been revised as per 1 September 2019.