

GENERAL TERMS Buro Blanchard

1. These terms apply to all activities resulting from assignments, including additional and subsequent assignments provided to Buro Blanchard.
2. Assignments within the meaning of these terms are defined as all agreements with Buro Blanchard.
3. All assignments are given only to Buro Blanchard that is therefore the only contractor. Between the client and the person carrying out the assignment under any legal relationship with Buro Blanchard or being involved in the implementation of it, no agreement is reached, even if the assignment is given in order to be executed by that person within the meaning of Article 7:404 Dutch Civil Code.
4. The Articles 7: 404, 7: 407 paragraph 2, and 7: 409 of the Dutch Civil Code are excluded. The assignment includes the authority to conduct legal acts within the framework of the assignment for and on behalf of the client.
5. Invoices must be paid within 14 days after the invoice date, which is a deadline, unless otherwise agreed. In the event of late or incomplete payment, the client is due 1.5% per month or part thereof of the outstanding balance, while Buro Blanchard from that same moment may discontinue or suspend all work without being obliged to any compensation. If collection measures must be taken, in addition to the principal amount and interest the client is also due a fee for all reasonable legal and other costs to be made with a minimum of 15% of the principal amount due.
6. Any liability of Buro Blanchard and all liability of a person who pursuant to any legal relationship with Buro Blanchard performs the assignment or is involved in its implementation is limited to the fee excluding VAT paid for the performance of the assignment to which the claim relates.
7. The limitation of liability set out in Article 6 shall also apply if Buro Blanchard is responsible for the improper functioning of equipment, software, databases, or other matters without exception, being used to carry out the assignment.
The limitation of liability applies also if an e-mail message is incorrectly or not fully or timely transmitted and/or received.
The client gives Buro Blanchard the right to communicate by e-mail with him and others, being aware that the confidentiality of e-mailed information is not guaranteed.
8. Buro Blanchard is not liable for shortcomings of third parties engaged by him carrying out any assignment. The client authorizes Buro Blanchard to accept terms and conditions (including any limitations of liability) stipulated by these third parties, for and on his behalf and indemnifies Buro Blanchard for claims of these third parties relating to claims of the client against such third parties.
9. The stipulations in these terms is also for the benefit of any person who carries out an assignment of a client to Buro Blanchard pursuant to any legal relationship with Buro Blanchard or is involved in the implementation, as well as third parties engaged by Buro Blanchard.
10. Dutch law governs this agreement. Disputes shall exclusively be submitted to the competent court in the Netherlands.