

## Terms and conditions

Version W&A 2023.1

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These general terms and conditions are used by the private company with limited liability W&A Pensioenconsultants B.V. and their directors and all persons working for them hereinafter referred to as “W&A”. The person to whom W&A has provided any quotation, made an offer or with whom it has entered into an agreement, this may concern both a legal person and a natural person, will hereinafter be referred to as “client”.

### A. Applicability

1. These general terms and conditions apply to all offers, quotations and acceptances thereof made by W&A and / or agreements concluded by W&A whereby W&A commit themselves to provide services or to perform an assignment.
2. All stipulations in these general terms and conditions also apply to those who represent W&A and to those who work for or on behalf of W&A.
3. Any conditions to which the client refers to when accepting an offer or quotation or entering into an agreement do not apply, unless they have been accepted by W&A without reservation and in writing.
4. Deviations from and / or additions to these general terms and conditions are only binding for W&A if they have been explicitly agreed in writing between W&A and the client.
5. If and insofar as any provision of these general terms and conditions proves to be invalid and / or voidable, only the relevant provision will be excluded from application, all other provisions will remain in full force. The relevant invalid and / or voidable provision is replaced by a valid provision that corresponds as much as possible to the purport of the void and / or voidable provision.
6. The rights and obligations under the agreement between W&A and the client cannot be transferred by the client to third parties, unless with written permission from W&A.

### B. Agreement

7. An agreement is deemed to have been concluded at the moment that W&A has accepted an order in writing, or has started the execution thereof, or after acceptance by the insurance company.
8. W&A is authorized to refuse assignments given to them without stating reasons.
9. Assignments given to W&A only lead to best efforts obligations on the part of W&A.
10. An agreement is entered into for an undetermined period, unless the content, nature or scope of the agreement dictates otherwise, or the parties have explicitly agreed otherwise.

### C. Engagement of third parties

11. W&A is permitted to make use of third parties in the performance of the assignment, if deemed necessary or desirable.
12. Costs associated with the engagement of these third parties will be passed on to the client.

13. Insofar as possible, W&A will consult with the client in advance in the event that a selection needs to be made regarding third-party advice from accountants, lawyers, tax specialists, etc. which will be used for the performance of the assignment given to W&A. W&A will exercise the selection of third parties with great care.

14. Any liability of W&A for shortcomings of third parties is expressly excluded.

#### **D. Fee**

15. All quotations and prices charged by W&A are the prices applicable at the time of the offer or the conclusion of the agreement exclusive of VAT, unless otherwise agreed.

16. Offers and rates of W&A are without obligation unless explicitly stated otherwise in writing.

17. Quotations and rates with regard to insurance contracts (including the mention of insurance premiums in an advice) are made subject to acceptance by the insurer. The definite premiums and conditions are determined by the insurer.

18. Changes in taxes and / or levies imposed by the government will always be passed on to the client.

19. W&A is entitled to increase agreed rates or price agreements in the interim if increases occur in the costs required for the execution of the agreement after the agreement has been concluded.

20. When concluding the agreement, the parties agree on how the fee of W&A will be paid. The fee may be included in the amounts to be charged to the client (whether or not on behalf of an insurer). A list of rates will be sent to the client free of charge upon request. The rates can vary according to the agreed assignment.

21. Additional costs (including travel costs) can be charged on top of the (hourly) rate.

22. W&A is free to request an advance, even if an advance was not specifically agreed at the time of the assignment.

23. Unless otherwise agreed, the fee is calculated on the basis of the number of hours worked multiplied by the hourly rate determined by W&A. W&A has the right to periodically change this hourly rate.

24. If an indication or estimate is made of any costs, this only serves to enable the client to weigh up the interests involved in the case. The client cannot derive any rights from such an indication or estimate, unless otherwise agreed in writing.

25. Payments by the client must be made within 14 calendar days after the invoice date in the manner prescribed by W&A, unless otherwise agreed in writing.

26. Settlement by the client of the amounts invoiced by W&A against a counterclaim made by the client, or suspension of payment by the client in connection with a counterclaim made by the client, is not permitted.

27. If the client does not pay the amount due within the agreed term, the client will owe statutory interest on the outstanding amount without any notice of default being required.

28. If the client does not pay the amount due within the agreed terms, W&A is entitled to hand over the claim, in which case the client, in addition to the total amount owed at that time, will also be obliged to pay the extrajudicial collection costs of which the amount is determined at 15% of the amount due with a minimum of EUR 75,00.

29. All extrajudicial and judicial costs incurred by W&A in the context of a dispute with the client, both claimants and defendants, are for the account of the client.

30. If the creditworthiness of the client gives cause for this in the opinion of W&A, W&A is authorized to suspend the delivery of its services until the client has provided sufficient security for its payment obligations.

31. Payments made by the client always serve to settle all interest and costs owed and subsequently payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

32. If the client disputes the correctness of an invoice, he is nevertheless obliged to pay the invoice.

33. If the client does not ensure (timely) payment of the invoice, W&A is entitled to suspend its services. Any consequences of this suspension are entirely at the risk of the client. The suspension of the services by W&A does not affect the chargeability of the invoices sent by W&A. Any costs associated with the suspension can also be invoiced by W&A to the client.

34. Payment of the premiums (whether or not by direct debit) takes place directly through the relevant insurance company, unless otherwise agreed, and must take place without any suspension or settlement and in accordance with the payment conditions announced in advance. If the client and W&A agree that the client pays the premium amount to W&A, W&A is in no way liable if and insofar as this payment is not received or not received on time by the relevant insurance company, whether or not caused by an error or omission in the payment system.

#### **E. Cooperation client**

35. The client will always, solicited and unsolicited, provide all relevant information to W&A which they need for the correct execution of the assignment given to them. In addition, the client must immediately inform W&A in writing about developments that are important or affect the proper performance of the services provided by W&A. If necessary data for the performance of the agreed service or assignment is not made available to W&A, not timely or not in accordance with the agreements made by the client, or if the client has not fulfilled his (information) obligations in another way, W&A is authorized to suspend the execution of the agreement.

36. If the client does not comply with the obligation referred to in the previous paragraph, W&A is also entitled to terminate the assignment without W&A losing any claim to payment of any amount to be invoiced or being obliged to repay invoice amounts already received.

37. The client is fully responsible for the correctness, completeness and timeliness of all information provided by him to W&A.

38. If and insofar as the suspension of the services or the termination of the agreement causes (extra) costs on the part of W&A, then these costs can be charged according to the usual W&A rates.

#### **F. Deadline for execution**

39. Unless explicitly agreed otherwise in writing, the terms stated by W&A within which it will carry out the assignment given to them, can never be regarded as a strict deadline.

40. The mentioned period is in any case, but not exclusively, automatically extended by the period (s) during which:

- o there is a delay in the shipment and / or any other temporary execution preventive circumstance, regardless of whether or not this can be attributed to W&A;
- o the client fails to fulfill one or more obligations towards W&A or there is a well-founded fear that he will fail to do so, regardless of whether the reasons for this are justified or not;
- o the client does not enable W&A to execute the agreement: this situation occurs, among other things, in the event that the client fails to make the data, items or facilities required for the implementation available to W&A.

#### **G. Force majeure**

41. Force majeure means any shortcoming in the performance of the agreement as a result of a cause that cannot be attributed to W&A. This includes, but is not limited to: illness, death, absence and / or shortcomings by or at suppliers, subcontractors and / or other third parties engaged by W&A, in the event of fire, strike or lockout, riots, war, government measures and all other circumstances of such a nature that bondage can no longer be required of W&A.

42. W&A is not obliged to fulfill any obligation if this is not reasonably possible by W&A as a result of changes in the circumstances existing at the time of entering into the obligations which are beyond the control of W&A.

43. If compliance with this agreement is impossible due to force majeure for more than two months, both W&A and the client are entitled to dissolve the agreement without judicial intervention, without an obligation to pay compensation in that case.

44. If compliance with this agreement is already permanently impossible or becomes impossible within the period stated in the previous paragraph, both W&A and the client are authorized to dissolve the agreement in writing without judicial intervention, without an obligation to pay compensation in that case.

45. If W&A has already partially fulfilled its obligations at the beginning, or can only partially fulfill its obligation as a result of force majeure, W&A is entitled to charge for the work already performed or the work to be performed and the client is obliged to comply.

#### **H. Complaints**

46. Complaints with regard to the work performed must be submitted in writing within 15 calendar days after the date of dispatch of the documents or information about which the client is complaining.

47. Complaints with regard to the invoice must be submitted in writing within 8 calendar days of receipt, failing which the indebtedness thereof can no longer be disputed.

48. A complaint will always be declared unfounded if the client has not submitted the complaint on time and / or has not fulfilled its obligations towards W&A (both financially and otherwise) and / or if the work to be performed or already performed has other and / or stricter requirements than those known at the conclusion of the agreement.

49. The handling of a complaint does not suspend the client's payment obligation.

#### **I. Termination of the agreement**

50. W&A is entitled to dissolve the agreement with immediate effect, without legal intervention, in whole or in part, or to suspend its implementation, without prejudice to its other rights (for example to performance and / or compensation) if the client is in breach with any provision of the agreement, applies for a suspension of payments, files an application for bankruptcy or applies for bankruptcy of the client, dies, et cetera

51. W&A is also authorized to dissolve the agreement with immediate effect, without legal intervention, in whole or in part, or to suspend its implementation, without prejudice to its other rights (for example to performance and / or compensation) if the client has not provided appropriate security within seven calendar days of receiving the request from W&A.

52. In exceptionance of cases requiring immediate termination or suspension, W&A can in any case terminate the agreement with a notice period of 14 calendar days. W&A is not liable for any damage resulting from breach of contract or unlawful act with regard to termination of an assignment or agreement.

53. Payment obligations that have already arisen before the time of dissolution and / or that relate to services already provided must be fulfilled by the client in full.

54. The termination of the agreement does not release the client from the current obligations under the agreement. In the event of cancellation, W&A will charge all costs already specifically incurred for these activities, regardless of the term of cancellation.

#### **J. Liability**

55. Any liability, contractual and non-contractual, of W&A as well as of its directors, its employees and the persons engaged by W&A for the execution of the assignment is limited to the amount that is paid out in the relevant case under the professional liability insurance of W&A, increased by the applicable deductible.

56. On request, the interested party will be provided with further information about the professional liability insurance.

57. In the event that the professional liability insurance referred to above does not provide cover, the liability, whether contractual or non-contractual, of W&A as well as of its directors, its employees and the persons engaged by W&A in the performance of the assignment shall be limited to a maximum of the total of the fee charged to the client in the preceding 6 months in respect of the assignment which forms the basis of the damage arising.

58. The assignment given will be executed exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed for the client.

59. W&A is never liable for damage suffered by the client or third parties as a result of incorrect, incomplete or untimely information provided by the client.

60. W&A is never liable for any damage whatsoever resulting from errors in software or other computer programs used by W&A and / or for damage resulting from the use of e-mail as a means of correspondence.

61. W&A is never obliged to pay compensation for so-called indirect damage, for whatever reason, including, among other things: consequential damage, lost profit and lost savings and damage due to business interruption.

62. Client agrees to the fact that W&A uses means of communication such as (mobile) telephone, e-mail and fax.

63. Client declares that it agrees with the fact that W&A is in possession of client data. W&A tries to protect the privacy of the client as much as possible, but excludes any liability for infringement thereof by third parties in any way, including theft.

64. W&A is never liable for any (consequential) damage whatsoever arising from the circumstance that an e-mail, telephone, SMS, post or fax messages sent by the client to W&A or vice versa have not reached W&A / client (on time). The sender may only consider messages sent to W&A as received and read if they have been confirmed in writing by W&A.

65. W&A is never liable for any damage whatsoever arising from the fact that the client has not paid the premiums charged to it for insurance policies or provisions taken out by it or has not paid on time.

66. Any liability of W&A for shortcomings of third parties is excluded.

67. The liability of article 7: 404 of the Dutch Civil Code and of article 7: 407 paragraph 2 of the Civil Code is expressly excluded.

68. The client indemnifies W&A against all claims from third parties that are in any way related to the work performed, unless there is intent or gross negligence on the part of W&A.

#### **K. Role of intermediary**

69. W&A only acts for the client or only provides services for the client in its capacity as advisor and / or intermediary in the sense that W&A advises and / or mediates between the client on the one hand and the insurer on the other.

70. W&A liability is limited to the liability associated with the position as intermediary.

71. W&A is in no way liable for any form of damage whatsoever arising from or arising from the actions and / or omissions of the insurer.

#### **L. Loss of right**

72. In any event, all claims and other powers of the Client on any basis whatsoever against W&A in connection with work performed by W&A shall lapse three years after the moment at which the Client became aware or could reasonably have become aware of the existence of these rights and powers.

### **M. Confidentiality**

73. The parties undertake reciprocally to maintain the confidentiality of all information that has become known to them by virtue of the agreement concluded with the other party and which must reasonably be known to them to be confidential or secret.

74. Insofar as W&A is obliged to do so by law or public order in the context of its business operations, W&A will provide the personal data provided to a designated body.

75. If the client objects to the inclusion of his personal data in any mailing list, etc., W&A will remove the relevant data from the relevant file or have it removed at the first written request of the client.

76. The Client undertakes to maintain complete confidentiality with regard to all data and information regarding W&A, both during and after termination of the agreement and the relationship between the parties, insofar as these data have been provided confidentially or are of an apparent confidential nature.

### **N. Applicable law, competent court**

77. All offers, quotations and agreements of W&A are exclusively governed by Dutch law.

78. Any disputes will be settled exclusively by the competent court in the district of Rotterdam.