

General terms and conditions

Buro philip van den hurk VOF, Portefeuillehoudstermaatschappij buro philip van den hurk B.V. and Abonnementenhoudster buro philip van den hurk B.V.

1. Definitions and general terms

- 1.1 In these general terms and conditions of supply (the "General Terms and Conditions") the following definitions shall apply:
- VOF: Buro philip van den hurk VOF, established under its articles of association in Eindhoven, having its offices at Parklaan 58, 5613 BH Eindhoven, registered in the commercial register with registration number 64639681, trading under the name of buro philip van den hurk.
 - buro philip van den hurk is a trade name used by the following companies: buro philip van den hurk VOF, established under its articles of association in Eindhoven, having its offices at Parklaan 58, 5613 BH Eindhoven, registered in the commercial register with registration number 64639681, (ii) Portefeuillehoudstermaatschappij buro philip van den hurk B.V., established under its articles of association in Eindhoven, having its offices at Parklaan 58, 5613 BH Eindhoven, registered in the commercial register with registration number 17100951 and (iii) Abonnementenhoudster buro philip van den hurk B.V., established under its articles of association in Eindhoven, having its offices at Parklaan 58, 5613 BH Eindhoven, registered in the commercial register with registration number 58797408.
 - Consumer: any Customer not acting in the course of conducting a profession or business.
 - Services: all activities in any form and under any name carried out by buro philip van den hurk for or for the benefit of the Customer, consisting of one or more services.
 - Service Agreement: an Agreement pursuant to which buro philip van den hurk manages the Customer's portfolio for payment and the Customer acquires the right to use certain Services.
 - Service Agreement: Customers have a choice of whether or not to sign a Service Agreement. In the case of a Service Agreement, a monthly payment takes place for which clients receive a free annual maintenance call.
 - Customer: any natural or legal person or partnership that enters into or wishes to enter into, alone or jointly with a third party, an agreement with buro philip van den hurk or for whom buro philip van den hurk prepares a quotation, calculation and/or offer, in draft form or otherwise, or performs any other action.
 - Agreement: any agreement taking effect between buro philip van den hurk and a Customer pursuant to which the Customer places an order with buro philip van den hurk, any amendment or addition to the same and all actions (including legal actions) in preparation for and/or in implementation of that agreement.
 - Business Customer: any Customer acting in the course of conducting a profession or business.
- 1.2 A Client signs - depending on the Services requested - an Agreement with either Portefeuillehoudstermaatschappij buro philip van den hurk B.V. or with Abonnementenhoudster buro philip van den hurk B.V. The actual work is outsourced by the aforementioned two companies to Buro philip van den hurk VOF. Both the company with which the Agreement was concluded and the VOF may, where appropriate, invoke these General Terms and Conditions. As regards the VOF, these General Terms and Conditions shall to that extent be considered to be a third-party clause.

2. Application

- 2.1 These General Terms and Conditions apply to all quotations, advice notes and/or offers (in each case whether in draft form or otherwise) by buro philip van den hurk and to any Agreement, whatever name is used to refer to it, with buro philip van den hurk.
- 2.2 All provisions in these General Terms and Conditions are also made on behalf of the shareholders and (former) directors of buro philip van den hurk, and all (former) employees by buro philip van den hurk and third parties engaged by buro philip van den hurk. These General Terms and Conditions may also be invoked against the Customer by shareholders and (former) directors of buro philip van den hurk, and all (former) employees by buro philip van den hurk and third parties engaged by buro philip van den hurk.
- 2.3 Buro philip van den hurk hereby explicitly rejects the application of any general terms and conditions applied by the Customer, except where the applicability of the same has been explicitly accepted in writing by buro philip van den hurk.

3. Creation of Agreement

- 3.1 All quotations and offers by buro philip van den hurk, in any form, and the time periods and rates stated by buro philip van den hurk therein are without obligation, except as stated otherwise in writing by buro philip van den hurk.
- 3.2 Any Agreement or amendment or addition to the same shall only be created if and to the extent that the same is accepted or confirmed in writing by buro philip van den hurk or once buro philip van den hurk has commenced implementation.
- 3.3 If circumstances, including the nature, scope or urgency of the order, mean that no order confirmation is sent by buro philip van den hurk, then the invoice sent by buro philip van den hurk shall be treated as an order confirmation.
- 3.4 Buro philip van den hurk reserves the right to verify prior to an Agreement being created whether the Customer is sufficiently creditworthy to comply with the financial terms of the Agreement.
- 3.5 Any amendments to the Agreement shall be agreed in writing between buro philip van den hurk and the Customer, or in the case of an oral agreement shall be confirmed in writing by buro philip van den hurk. These amendments shall qualify as additional work and their cost shall be charged as such to the Customer.

4. Information provision by the Customer

- 4.1 Buro philip van den hurk is only obliged to implement (or further implement) the Agreement if the Customer has provided all data and information requested by buro philip van den hurk, in the form and manner desired by buro philip van den hurk, and the Customer has provided sufficient cooperation. Any work necessitated due to buro philip van den hurk not having received the requested data and/or information either at all, in good time or suitably, or arising as a consequence of insufficient cooperation by the Customer, shall qualify as additional work and its cost shall be charged to the Customer.
- 4.2 The Customer is obliged to inform buro philip van den hurk immediately (and without being asked) of all relevant data, developments and information, and if necessary to provide such relevant data and information to buro philip van den hurk, concerning facts and circumstances that may be relevant in connection with the implementation of the Agreement.
- 4.3 The Customer warrants the accuracy, completeness and reliability of the data and information supplied by or on behalf of the Customer to buro philip van den hurk, including where such data and information are supplied by a third party.
- 4.4 Buro philip van den hurk is entitled to suspend all obligations to comply with the Agreement if the Customer, or a third party acting on its behalf, has not, after being requested to do so, supplied necessary data and information to buro philip van den hurk in good time and/or if the information supplied by or on behalf of the Customer is not reliable or complete.

5. Content and implementation of the Agreement

- 5.1 Buro philip van den hurk shall determine the manner in which, the means by which and the person or persons by whom the Agreement is implemented, although in doing so it shall where possible give consideration to any wishes expressed by the Customer. Buro philip van den hurk shall carry out the Agreement to the best of its ability and as a professional acting with due care. However, buro philip van den hurk cannot undertake to achieve any intended result. Buro philip van den hurk in no way guarantees the achievement of any specific result. Consequently, the obligation on buro philip van den hurk is a best efforts obligation.
- 5.2 In the event that the Customer sends a request and/or application to buro philip van den hurk by electronic means and the Customer has not received confirmation of receipt from buro philip van den hurk within 48 hours of sending that message, the Customer's message should be regarded as not having been received. In that situation the Customer is obliged to verify whether the relevant request and/or application has reached buro philip van den hurk.

- 5.3 Information provided by buro philip van den hurk in electronic and/or digital form, whether on the internet or otherwise, is non-binding and cannot be regarded as having been given as advice, unless explicitly specified otherwise.
- 5.4 The term supply periods refers to the period specified in the Agreement within which buro philip van den hurk shall supply its Services (or a part of the same). The supply periods stated are approximate and only indicative, unless explicitly agreed otherwise in writing. Supply periods only take effect once the Agreement has been created in accordance with Clause 3 and all data necessary for implementation has been received by buro philip van den hurk from the Customer.
- 5.5 Buro philip van den hurk is not responsible for monitoring deadlines in agreements to which the Customer is a party but buro philip van den hurk is not a contracting party, unless the parties have agreed otherwise in writing.
- 5.6 The quotations and offers made by financial institutions that buro philip van den hurk passes on to the Customer are, unless explicitly agreed otherwise in writing, non-binding and subject to acceptance by the relevant financial institution.
- 5.7 The Customer cannot derive any rights from calculations carried out by buro philip van den hurk on behalf of the Customer. These calculations include calculations relating to the costs of a financial product, the effect of the same on the Customer's monthly outgoings, any tax consequences as well as the consequences of events such as occupational disability or death. All these calculations are provisional, indicative, dependent on the data and information supplied at the time and subject to change in the meantime due to factors including changes to interest rates and/or premiums.
- 5.8 Advice supplied by buro philip van den hurk is based on the situation at that specific time and therefore subject to change.
6. Fees and payment
- 6.1 When entering into the Agreement the Parties make agreements concerning the fees or remuneration that buro philip van den hurk receives for carrying out the Agreement. The Customer owes these fees or remuneration to buro philip van den hurk. This fee may consist of the following elements or a combination of them:
- A fixed price for the Agreement
 - A fixed monthly payment
 - An hourly rate to be charged
 - A fee on a commission basis
- 6.2 If and to the extent that the fees for the activities of buro philip van den hurk are calculated on a commission basis, the amount owing on that basis will where possible be deducted from an amount to be received by the Customer from a third party or this amount will be calculated into the premium payable by the Customer to a third party and/or included in the invoice that the Customer receives.
- 6.3 If buro philip van den hurk provides, at the request or with the prior consent of the Customer, services that fall outside the content or scope of the Agreement, these services shall qualify as additional work. For additional work buro philip van den hurk shall charge the Customer a fee based on the hourly rate.
- 6.4 Amounts owed by the Customer for the activities carried out by buro philip van den hurk shall be calculated on the basis of the records kept by buro philip van den hurk, unless these records are proved to be incorrect.
- 6.5 All charges and fees quoted by buro philip van den hurk are fixed, denominated in euros, include VAT and exclude travel costs, except where explicitly stated otherwise.
- 6.6 Buro philip van den hurk reserves the right to increase its charges and fees annually in accordance with the price level index.
- 6.7 Any incorrect price statements and other errors such as calculation errors or clerical errors on the website of buro philip van den hurk, in advertising, in offers, quotations or order confirmations, on invoices and/or other documents originating from buro philip van den hurk shall not be binding on buro philip van den hurk.
- 6.8 The charges and fees are calculated on the basis of carrying out the Services at the offices of buro philip van den hurk. If buro philip van den hurk carries out the Services at a different location at the Customer's request, it shall be entitled to charge an allowance of 1 euro per kilometer to the Customer.
- 6.9 Changes to the fees due to taxes and/or duties imposed by the government shall be charged on to the Customer.
- 6.10 If an increase in one or more price-determining factors occurs after entry into the Agreement, even if this occurs due to foreseeable circumstances, then buro philip van den hurk shall be entitled to charge this increase to the Customer.
- 6.11 If the application of the previous paragraph results in a price increase of 10% or more then the Customer shall be entitled to rescind the Agreement by recorded delivery letter and within 8 days following the date on which he becomes aware of the price increase. Such rescission shall not entitle the Customer to compensation of any damage and/or loss.
- 6.12 Payments by the Customer shall be made within 14 days following the invoice date in the manner indicated by buro philip van den hurk. The Customer is aware that non-payment (or incomplete payment) or late payment of amounts charged to it may mean that the obligations arising under the Agreement cannot be complied with and that any insurance and/or provisions taken out by the Customer, following the agency of buro philip van den hurk, may not provide cover for the insured risk.
- 6.13 The Customer may authorise buro philip van den hurk to collect amounts owed by direct debit.
- 6.14 Concerning the Service Agreement, all collections will be made monthly. If a direct debit cannot be executed for any reason or in case the Client has had the direct debit reversed, the direct debit will be executed again. This is considered a payment reminder. If after the second collection attempt it appears that the full amount cannot be collected, buro philip is entitled to suspend its obligations towards the Client.
- 6.15 If payment does not take place in full within the 14 day payment period, the Customer is automatically in default, in which case all the Customer's payment obligations owing to buro philip van den hurk shall immediately become payable on demand and from that time the Customer shall owe statutory interest (at the commercial rate) on the principal sum outstanding, without the need for any notice of default.
- 6.16 If after the default has commenced a Consumer is issued with a demand to make payment within fourteen days, stating the consequences if payment is not received, and payment is not made within this period, the Consumer shall owe to buro philip van den hurk a payment for reasonable out-of-court debt collection costs, for which the Consumer shall provide adequate security immediately on request by buro philip van den hurk. This payment shall comprise:
- 15% of the principal amount of the claim in respect of the first 2,500 euros of the claim;
 - 10% of the principal amount of the claim in respect of the next 2,500 euros of the claim;
 - 5% of the principal amount of the claim in respect of the next 5,000 euros of the claim; and
 - 1% of the principal amount of the claim in respect of the next 190,000 euros of the claim.
- The payment for reasonable out-of-court debt collection costs shall be at least 15 euros and shall be subject to VAT, if buro philip van den hurk has engaged the services of a third party for out-of-court debt collection, for example a bailiff or attorney, buro philip van den hurk owes VAT and buro philip van den hurk is unable to set off the VAT charged.
- 6.17 If after the default has commenced a Business Customer is issued with a demand to make payment within seven days, stating the consequences if payment is not received, and payment is not made within this period, the Business Customer shall owe to buro philip van den hurk a payment for reasonable out-of-court debt collection costs, for which the Business Customer shall provide adequate security immediately on request by buro philip van den hurk. This payment shall be 15% of the principal amount of the claim, with a minimum of 15 euros.
- 6.18 All actually incurred reasonable costs that buro philip van den hurk has had to incur in connection with legal proceedings against the Customer shall be payable by the Customer, including where these costs exceed the court's order as to costs, unless buro philip van den hurk is ordered to pay the costs as the unsuccessful party.
- 6.19 Any payment by or on behalf of the Customer that is received by buro philip van den hurk after the deadline shall be deemed to have been made in the first place in satisfaction of the statutory interest (at the commercial rate), out-of-court costs and legal costs that have become payable by the Customer and then in satisfaction of the outstanding debt(s) in order with the oldest debt being paid first, regardless of any indication to the contrary by the Customer.

- 6.20 If any one or more invoices are not paid on time by the Customer, burow philip van den hurk may suspend its activities, provided that the Customer shall be informed of this in writing in advance.
- 6.21 The Customer may only object to an invoice from burow philip van den hurk within 7 days following the invoice date. After this, the Customer shall be deemed to have approved that invoice.
- 6.22 The Customer is not entitled to suspend payment of the amounts he owes to burow philip van den hurk. Moreover, a Business Customer is not entitled to set off any amount that he owes to burow philip van den hurk against any debt owed to him by burow philip van den hurk.
- 6.23 Burow philip van den hurk reserves the right to require – prior to or during implementation of the Agreement – the Customer to make full or partial payment in advance and/or to provide security. If the Customer fails to do this then burow philip van den hurk is entitled to suspend performance of its obligations.
7. Engagement of third parties
- 7.1 Burow philip van den hurk may, in the course of carrying out the Agreement, engage third parties on the account and at the risk of the Customer, as and when burow philip van den hurk considers this necessary given the nature of the Agreement. In doing so, burow philip van den hurk shall exercise due care.
- 7.2 Engagement of a third party by burow philip van den hurk on behalf of the Customer shall only take place after the Customer has placed an order. By placing an order with burow philip van den hurk, the Customer grants burow philip van den hurk the authority, in situations where a third party wishes to limit his liability, to accept that limitation of liability on behalf of the Customer. The costs associated with the engagement of third parties shall be charged to the Customer by the third party, either directly or via burow philip van den hurk.
- 7.3 Portefeuillehoudstermaatschappij burow philip van den hurk B.V. and Abonnementenhouder burow philip van den hurk B.V. are entitled to engage VOF in carrying out the Agreement. The costs associated with engaging VOF in the context of carrying out the Agreement are included in the fee/remuneration payable by the Customer to burow philip van den hurk.
8. Complaints
- 8.1 The Customer has an obligation when Services are supplied by burow philip van den hurk to verify whether these Services comply with the Agreement.
- 8.2 Complaints with respect to the Services supplied shall be communicated to burow philip van den hurk in writing and as soon as possible, but in any event within thirty days following discovery of the defect or at least within thirty days following the time when the defect should reasonably have been discovered. Burow philip van den hurk will deal with any such complaints using its internal complaint procedure.
- 8.3 If complaints are not communicated in time and in writing, the Customer shall be deemed to have approved the Services supplied and renounced all rights and powers available to him under the applicable legislation and/or under the Agreement and these General Terms and Conditions.
- 8.4 A complaint as referred to in Clause 8.2 shall not suspend the Customer's obligation to make payment, except to the extent that burow philip van den hurk has informed the Customer in writing that it considers the complaint to be well-founded.
- 8.5 If the service provided does not comply with the Agreement then burow philip van den hurk is only obliged, at its discretion, either to offer a pro rata discount on the fee or charge invoiced or to improve the situation or carry out the Agreement again without any extra charge or to cease performance (or further performance) of the Agreement or a part of the Agreement in exchange for a proportionate refund of any fee or remuneration already paid by the Customer.
9. Limitation of liability
- 9.1 Burow philip van den hurk shall not be liable to a Consumer for any attributable failure in the performance of the Agreement, except where that attributable failure consists of a failure to exercise the due care and expertise that may be expected in the performance of the Agreement.
- 9.2 Any liability on the part of burow philip van den hurk, its directors, partners and its employees in relation to the issue of quotations and/or offers, in draft form or otherwise, and in the performance of an Agreement, shall be limited to the amount paid out in the case in question under the professional liability insurance policy held by burow philip van den hurk plus the amount of any excess stated under the policy Terms to be payable by the policyholder rather than the insurer.
- 9.3 If for any reason no payment is made under the professional liability insurance policy, the liability of burow philip van den hurk is limited to the invoice value of the relevant Agreement, with a maximum of 5,000 euros in total. The performance of the Agreement by burow philip van den hurk takes place solely for the benefit of the Customer. No third party may derive any rights from the activities carried out.
- 9.4 Burow philip van den hurk is only liable to a Business Customer for damage or loss that is a direct consequence of deliberate action or gross negligence by burow philip van den hurk.
- 9.5 In the event that any damage or loss occurs in connection with the performance of an Agreement entered into with a Customer, burow philip van den hurk shall not be liable for:
- any damage or loss to the Customer or any third party arising as a consequence of the provision of incorrect, incomplete or late data or information by the Customer to burow philip van den hurk or otherwise as a consequence of any action or omission by the Customer;
 - any damage or loss to the Customer or any third party arising as a consequence of electronic and/or digital communications that did not reach burow philip van den hurk;
 - any damage or loss to the Customer or any third party arising as a consequence of errors in any software and/or other computer programs used by burow philip van den hurk;
 - any damage or loss to the Customer or any third party arising as a consequence of the Customer failing to comply at all, in good time or in full with obligations imposed on him by financial institutions other than burow philip van den hurk, explicitly including, without limitation, the payment of interest and premiums;
 - any damage or loss to the Customer or any third party arising as a consequence of results obtained on investments in connection with a product purchased by the Customer;
 - any damage or loss to the Customer or any third party arising as a consequence of any action or omission by a third party, including any third party engaged by burow philip van den hurk;
 - any indirect or consequential damage or loss to the Customer or any third party;
 - any damage or loss to the Customer or any third party arising as a consequence of a mandatory government action;
 - any damage or loss to the Customer or any third party arising as a consequence of Services that are not charged or not charged separately;
 - any damage or loss to the Customer or any third party arising as a consequence of the use of Services contrary to advice given by burow philip van den hurk.
- 9.6 The Customer is obliged to take all reasonable measures to prevent or limit the damage or loss referred to in this clause.
- 9.7 Entitlement to compensation for damage or loss due to liability of burow philip van den hurk with respect to defects in Services supplied shall cease to apply one year after the time when the Services are supplied.
- 9.8 The limitations of liability described in this clause are without prejudice to any compulsory statutory liability and rights of recourse that may apply to claims (including claims by Consumers).
10. Force majeure
- 10.1 Burow philip van den hurk is not liable for delays in the performance of its obligations, failure to supply its Services or incorrect supply of its Services as a direct or indirect consequence of force majeure.
- 10.2 All obligations on burow philip van den hurk to comply with the Agreement shall be suspended for such period as it is not possible to comply, or not possible to comply properly, as a consequence of force majeure.
- 10.3 Force majeure shall include all circumstances that are not intended by and/or the responsibility of burow philip van den hurk as a result of which the Agreement cannot be performed at all, in good time or properly and this cannot reasonably be expected of burow philip van den hurk. Situations involving force majeure shall include, without limitation, fire, partner and employee sickness, strike, civil disturbance and war, unavailability (or late availability) of permits, computer program failure (including long term failure) and failure or unlawful action by supplier(s).
- 10.4 If performance is suspended due to a situation as described in Clause 10.3 for longer than three months or once it becomes clear that suspension will continue for at least three months, burow philip van den hurk is entitled to require, by recorded delivery letter, that either the Agreement shall be adapted to the situation or that the relevant part of the Agreement shall be rescinded with immediate effect, without in each case being obliged to pay any compensation.

11. Duration and termination of Agreement

- 11.1 An Agreement shall be entered into for an indefinite period, unless the nature or scope of the assignment agreed means that the Agreement is entered into for a specified period and automatically terminates on completion of the assignment.
- 11.2 A Service Agreement shall be entered into for an indefinite period and may be terminated by the Customer or by burow philip van den hurk by giving a notice period of one month. Notice to terminate by a Business Customer shall be given in writing.
- 11.3 The Customer and burow philip van den hurk are authorised to terminate the Agreement by written notice with immediate effect if the other party commits an attributable failure to perform his/her obligations under the Agreement and this default is not remedied within seven days following a written notice of default being sent, without prejudice to any entitlement to compensation in full or performance, respectively. Taking the provisions of these General Terms and Conditions into consideration.
- 11.4 Burow philip van den hurk is authorised to terminate the Agreement with immediate effect in the event of a Customer becoming insolvent, a Consumer being admitted to the statutory debt rescheduling scheme or a Business Customer being granted a suspension of payments (*sursance of payment*), whether provisional or otherwise, entering into an informal agreement with his creditors or either ceasing to operate or liquidating his business.
- 11.5 The Customer is obliged to comply with payment obligations arising prior to the time when the Agreement was terminated and/or relating to activities already carried out by burow philip van den hurk, unless otherwise agreed in writing.
- 11.6 Burow philip van den hurk is authorised to terminate the Agreement with immediate effect in the event of a Customer becoming insolvent, a Consumer being admitted to the statutory debt restructuring scheme or placed under legal restraint or dying or a Business Customer being granted a suspension of payments (*sursance van betaling*), ceasing to operate his business or having his business liquidated or dissolved, without in each case any obligation to pay compensation.
- 11.7 Following termination of the Agreement, these General Terms and Conditions shall remain in force, as far as the context dictates.

12. Confidentiality and privacy

- 12.1 Burow philip van den hurk shall deal with the data and information provided by the Customer in accordance with the provisions of the Dutch Personal Data Protection Act.
- 12.2 Burow philip van den hurk and the Customer each undertake to the other to keep secret all information that is or becomes known to them under the Agreement they have entered into with one another and in respect of which they are aware, or should reasonably be aware, that this information is confidential.
- 12.3 All personal data provided to burow philip van den hurk by or on behalf of the Customer shall not be used or supplied to third parties by burow philip van den hurk for any purposes other than for the performance of the Agreement or for any information letters (or similar) that it may send to the Customer or with the permission of the Customer.
- 12.4 If the Customer objects to having his personal data included in any mailing list (or similar) used by burow philip van den hurk, then burow philip van den hurk shall remove the relevant data from the relevant file at the first written request of the Customer.
- 12.5 The obligations described in Clauses 12.2 and 12.3 shall not apply to information that is public, otherwise than by the (direct or indirect) action of the Customer or burow philip van den hurk, or to information and data released in compliance with a statutory requirement or an irrevocable court judgment.
- 12.6 Burow philip van den hurk shall be entitled, if acting on its own behalf in any proceedings (including court proceedings), to use the data and information provided by or on behalf of the customer and any other data and information that has become known to it in carrying out the Agreement, to the extent that it reasonably believes this to be relevant.
- 12.7 Except with the explicit prior consent of burow philip van den hurk, the Customer is not permitted to disclose publicly or otherwise make available to third parties the content of advice notes, opinions or other statements, written or otherwise, by burow philip van den hurk, except where this a direct result of the Agreement or takes place in order to obtain an expert opinion on the Services provided by burow philip van den hurk.

13. Intellectual property rights

- 13.1 All intellectual property rights in respect of all quotations, offers, analyses, models (including calculation models), advice, methods, reports, contracts (or sample contracts) and other documents developed or supplied under the Agreement are the exclusive property of burow philip van den hurk or its licensors.
- 13.2 The Customer shall only acquire the rights of use and authorities explicitly granted to him under the Agreement, under these General Terms and Conditions or otherwise.
14. Applicable law and dispute resolution
- 14.1 These General Terms and Conditions and any quotation and/or offer issued by burow philip van den hurk to the Customer and any Agreement entered into between burow philip van den hurk and the Customer shall be exclusively governed by Dutch law.
- 14.2 Any disputes arising from or relating to a quotation, an offer, these General Terms and Conditions and/or the Agreement between burow philip van den hurk and a Customer shall be settled by the competent court in the district of Oost-Brabant.
- 14.3 Burow philip van den hurk is registered with the Dutch Financial Services Complaints Tribunal (KiFiD) with registration number 300.016236. The Customer is therefore at liberty to refer any disputes arising from or relating to the Agreement either to the Financial Services Ombudsman or the Financial Services Disputes Committee, both of which are associated with the Dutch Financial Services Complaints Tribunal (KiFiD), or to the competent court in the district of Oost-Brabant.

15. Miscellaneous

- 15.1 Any amendments and/or additions to these General Terms and Conditions shall only be legally valid if agreed in writing between burow philip van den hurk and the Customer.
- 15.2 If any provision of these General Terms and Conditions should be found to be void or otherwise unenforceable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions and the Agreement between burow philip van den hurk and the Customer and burow philip van den hurk and the Customer shall enter into discussions in order to agree new provisions to replace the provisions that are void/nullified or unenforceable, having regard where possible to the purpose and scope of the void/nullified or unenforceable provision.

These General Terms and Conditions are provided no later than signing the agreement as well as sent free of charge upon request. In addition, they are published on our website www.burophilipvandenhurk.nl.