

General Terms and Conditions for financial service providers

These General Terms and Conditions are being used by NAMACO Financiële Diensten, trading as NAMACO Financiële Diensten, having its seat of business in Almere, the Netherlands, at Transistorstraat 91 25 (1322 CL) hereinafter: NAMACO Financiële Diensten, and have also been stipulated for the benefit of the directors of NAMACO Financiële Diensten and all persons working for it. The applicability thereof remains to exist if aforementioned directors and/or persons are not working for NAMACO Financiële Diensten anymore.

The counterparty of NAMACO Financiële Diensten is the (legal) person to whom NAMACO Financiële Diensten has provided any offer, has made a special offer or with whom it has concluded an agreement. This can be both a legal person and a natural person and this counterparty shall hereafter be designated as the "Principal".

Article 1: Applicability

1.1 These General Terms and Conditions are applicable to all special offers, (designated) offers made by NAMACO Financiële Diensten and acceptance thereof and/or agreements concluded by NAMACO Financiële Diensten whereby NAMACO Financiële Diensten commits to the provision of services or the execution of a commission. Possible (general) terms and conditions (of purchase or otherwise) to which the Principal upon the acceptance of a special or designated offer or the conclusion of an agreement refers, are not applicable, unless these have been accepted by NAMACO Financiële Diensten without precondition and in writing.

1.2 Deviations of and/or additions to these General Terms and Conditions only bind NAMACO Financiële Diensten insofar these have been agreed explicitly in writing between NAMACO Financiële Diensten and the Principal.

1.3 If any stipulation of these General Terms and Conditions proves to be invalid, then only the concerned stipulation will be excluded, all other stipulations keep their validity without restriction.

Article 2: Offers, agreement, commission etc.

2.1 Offers and rates of NAMACO Financiële Diensten are, unless therein explicitly stated differently, non-binding and under condition precedent of acceptance by the concerned bank or insurer.

2.2 Commissions granted to NAMACO Financiële Diensten solely lead to obligations to make an effort of NAMACO Financiële Diensten, not to obligations to achieve a result, unless from the nature of the granted commission or from what Parties have agreed proves differently.

2.3 An agreement is deemed to have been concluded on the moment that NAMACO Financiële Diensten has accepted a commission in writing, or has begun with the execution thereof. NAMACO Financiële Diensten is authorized to refuse commissions granted to it without stating reasons.

2.4 In case Principal has sent any digital message, by email or by the completion of a designated form on the website of NAMACO Financiële Diensten, to NAMACO Financiële Diensten and Principal within 24 hours after sending of that message has received no confirmation of receipt of (an employee of) NAMACO Financiële Diensten, then the message of Principal must be regarded as not received. If Principal wishes to receive, within the term of 24 hours after sending of a digital message, a reaction or decision of (an employee of) NAMACO Financiële Diensten, then Principal must assure himself that the message has reached (an employee of) NAMACO Financiële Diensten.

Article 3: Inclusion third parties

3.1 It is permitted for NAMACO Financiële Diensten to make, if necessary, use of third parties at the execution of the commission granted to it. Costs related to the inclusion of these third parties will be charged onwards to Principal.

3.2 Insofar NAMACO Financiële Diensten upon the execution of the commission granted to it shall make use of advices originating from third parties, including advice from accountants, lawyers, tax advisers etc., then it shall, when including third parties, enter into consultation as much as possible with Principal, and upon the selection of third parties observe the necessary diligence. NAMACO Financiële Diensten is not liable for (imputable) shortcomings of these third parties.

3.3 NAMACO Financiële Diensten is, in the same manner as for its own employees, responsible for the third parties employed by it in the execution of the commission granted to it that cannot be regarded as an external adviser in the sense of the stipulation in article 3.2, such as temporary workers external administration offices etc.

Article 4: Fees and payment

4.1 Parties agree upon the conclusion of the agreement in which manner the Fees of NAMACO Financiële Diensten will be paid. The Fees can be included in the amounts to be brought into account to the Principal or an hourly rate can be agreed.

4.2 Changes in taxes and/or levies imposed by the government will always be charged onwards to the Principal. NAMACO Financiële Diensten is not authorized to agree to increase rates when after the conclusion of the agreement increases occur in the costs of services that are necessary for the execution of the agreement and/or of other costs, which influence the cost price.

4.3 Payments by the Principal must be made within 30 days after the date of the invoice in the manner prescribed by NAMACO Financiële Diensten, unless agreed differently in writing or stated differently on the invoice.

4.4 Set-off by the Principal of the amounts invoiced by NAMACO Financiële Diensten with a counter claim stated by the Principal, or suspension of payment by the Principal is only permitted insofar the counter claim is acknowledged by NAMACO Financiële Diensten explicitly and without precondition or has been established irrevocably in court.

4.5 If the Principal does not pay the amounts within the agreed term, then the Principal shall because of it, without that any notification of default being required, be liable to pay over the outstanding amount the interest by law. If the Principal after notification of default proves to be negligent to pay the outstanding amount to NAMACO Financiële Diensten, then the claim can be handed over for collection, in which case the Principal next to the then due total amount shall also be liable to payment of the out-of-court collection costs, of which the height will be set on two points of the liquidation rate applied by the district court.

4.6 Payments made by the Principal serve each time for the payment of all due interest and costs and subsequently of due invoices that stand out the longest, even if the Principal states that the payment regards a later invoice.

4.7 If the credit worthiness of the Principal gives reason thereto to the judgment of NAMACO Financiële Diensten, NAMACO Financiële Diensten is authorized to suspend the provision of its services, until the Principal has provided sufficient surety for its payment obligations.

Article 5: Terms

5.1 Unless agreed differently in writing, terms stated by NAMACO Financiële Diensten, within which it will execute the granted commission, are never to be regarded as fatal terms.

Article 6: Cooperation by the Principal

6.1 The Principal shall always, requested and unrequested, provide all relevant information to NAMACO Financiële Diensten that it requires for a correct execution of the commission granted to it. If for the execution of the agreed service or commission necessary, data have not, not timely or not in accordance with the made agreements been made available by the Principal to NAMACO Financiële Diensten, or if the Principal in another manner has not complied with his (information) obligations, then NAMACO Financiële Diensten is authorized to proceed to suspension of the execution of the agreement.

6.2 The Principal is fully responsible for the correctness and completeness of all information provided by him to NAMACO Financiële Diensten.

Article 7: Liability of NAMACO Financiële Diensten

7.1 Any liability, contractual and outside contract, of NAMACO Financiële Diensten as well as of its directors, its employees and the persons employed by NAMACO Financiële Diensten in the execution of the commission is limited to the amount that in the concerned case under the professional liability insurance of NAMACO Financiële Diensten will be paid out, inclusive of the own risk to be borne by NAMACO Financiële Diensten. Upon request to interested parties further information about the professional liability insurance shall be provided.

7.2 In case the insurance referred to in article 7.1 of NAMACO Financiële Diensten in a specific case offers no cover, then the liability, contractual and outside contract, of NAMACO Financiële Diensten as well as of its directors, its employees and the persons employed by NAMACO Financiële Diensten in the execution of the commission is limited to the maximum of the total of the Fees concerning the commission that were brought into account to the Principal, or, the premium brought into account by the insurer.

7.3 The execution of the granted commission takes place solely for the benefit of the Principal. Third parties can derive no rights from the activities executed for the Principal.

7.4 NAMACO Financiële Diensten is never liable for damage which is suffered by the Principal or third parties as a consequence of incorrect, incomplete or untimely information provided by the Principal.

7.5 NAMACO Financiële Diensten is never liable for whichever damage that derives from errors in software or other computer programs used by NAMACO Financiële Diensten, unless this damage can be recovered by NAMACO Financiële Diensten from the supplier of the concerned software or computer programs.

7.6 NAMACO Financiële Diensten is never liable for whichever damage that derives from the circumstance that (email) messages sent by its Principal to NAMACO Financiële Diensten have not reached NAMACO Financiële Diensten.

7.7 The stipulations in this article do not affect the liability of NAMACO Financiële Diensten for damage which is caused by the willful intent of conscious negligence by its subordinates.

7.8 The Principal is firstly authorized to dissolution of any agreement with NAMACO Financiële Diensten if NAMACO Financiële Diensten, even after a proper notification of default, remains imputably in default to comply with its obligations towards the Principal. Payment obligations which have emerged before the time of the dissolution and/or which regard already provided services, must be complied with without restriction by Principal.

Article 8: Force Majeure

8.1 NAMACO Financiële Diensten is not obliged to the compliance with any obligation if this is, for NAMACO Financiële Diensten, reasonably not possible as a consequence of changes in the circumstances existing at the time of the conclusion of the obligations outside the actions of NAMACO Financiële Diensten.

8.2 A shortcoming in the compliance with an obligation of NAMACO Financiële Diensten is in any case not regarded as imputable and will not be for its risk in case of default and/or shortcoming by or at its suppliers, sub-contractors, transporters and/or other employed third parties, of fire, work strike or exclusion, riots or uproar, war, government measures, including export, import or throughput bans, frost and all other circumstances which are of such a nature that compliance can no longer be required of NAMACO Financiële Diensten.

Article 9: Confidentiality and protection personal data

9.1 Parties commit mutually to confidentiality of all information which has become known to them on the basis of the agreement concluded with the other party and of which it must be reasonably known that the information is to be considered as confidential or secret.

9.2 Personal data provided by the Principal to NAMACO Financiële Diensten shall not be used by NAMACO Financiële Diensten for or provided to third parties for other purposes than for the benefit of the execution of the commission granted to it or by mailings etc. to be sent by it to the Principal except for insofar NAMACO Financiële Diensten, on the basis of the law or the public order, is obliged in the framework of its conduct of enterprise to provide the concerned data to a designated entity.

9.3 If the Principal objects to inclusion of his personal data in any mailing list etc. of NAMACO Financiële Diensten, then NAMACO Financiële Diensten shall remove the concerned data upon first request in writing from Principal from the concerned file.

Article 10: Applicable law and disputes

10.1 The Laws of the Netherlands apply to all offers, designated offers and agreements of NAMACO Financiële Diensten.

10.2 NAMACO Financiële Diensten is affiliated with the Dutch complaints institute Klachteninstituut Financiële Dienstverlening (KIFID) under number 300.015884. A dispute deriving from offers, designated offers and agreements to which the present terms and conditions are applicable can, at the discretion of the Principal, be submitted to either the Geschillencommissie Financiële Dienstverlening (for binding advice) or to the civil courts. NAMACO Financiële Diensten conforms itself in advance to a binding advice to be given by the Geschillencommissie Financiële Dienstverlening, insofar the amount of the submitted dispute does exceed an amount of € 10,000 (said ten thousand Euro). If the concerned dispute exceeds the aforementioned amount, then NAMACO Financiële Diensten has the option not to cooperate towards a binding advice.

Article 11: Forfeit of rights

11.1 All claims and other authorities of the Principal from whichever nature towards NAMACO Financiële Diensten, in relation to activities executed by NAMACO Financiële Diensten, shall in any case become forfeit three years after the moment on which the Principal became aware of or reasonably could be familiar with the existence of these rights and authorities.

Initials for receipt and viewing:

Date:.....