

GENERAL TERMS AND CONDITIONS OF FINCH B.V.

1. All contracts for services concluded between Finch B.V. (“Finch”) and its clients are governed by these General Terms and Conditions.
2. All engagements are deemed to be granted to, accepted by and performed by Finch exclusively, even where it is the client’s express or tacit intention that a specific person perform the engagement. The operation of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.
3. The limitations of liability, indemnities, rights to payments, deadlines and due dates described in these General Terms and Conditions also apply for the benefit of all persons associated with Finch, now or in the past. “Persons associated with Finch” are the employees, advisers, partners, directors, direct and indirect shareholders and their directors, and their successors under universal title. This provision is an irrevocable third-party clause for the benefit of said persons, who may invoke the provisions of these General Terms and Conditions.
4. Engagements are performed exclusively for the benefit of the client. Unless Finch grants written permission, third parties cannot derive any rights from the performance of said engagements.
5. Finch is entitled to engage third parties to help perform engagements, either in its own name or as the client’s authorised representative. Finch is entitled, also on the client’s behalf, to agree on terms for the working relationships with any and all third parties that it engages and to accept limitations of liability imposed by those third parties that it engages. Finch cannot be held liable by the client for non-performance of any nature whatsoever on the part of third parties that it has engaged.
6. If a third party holds Finch liable in connection with the performance of an engagement for the client, the client will indemnify Finch against all third-party claims and the costs that Finch is obliged to incur, for example the costs of putting forward a defence, including the full attorney fees incurred by Finch.
7. Finch is entitled to change the contractual hourly rates from time to time, including for existing contracts for services. Finch will generally change its rates annually with effect from 1 January.
8. Finch’s invoices must be paid within 14 days of the date on which they were issued. The client may not claim any suspension or offset. Where an invoice is not paid by said payment deadline, the client is in default and owes statutory commercial interest on the outstanding amount. In addition, the client will be obliged to compensate Finch for all costs that Finch incurs to collect the claim, including the judicial and extrajudicial costs and the fees for the collection-related work performed by Finch’s attorneys at the hourly rates of the attorneys in question. If a client has an objection to an invoice (or any amount specified in an invoice), those objections should be submitted to Finch in writing within 30 days of the date on which the invoice was issued.
9. All rights of claim and other entitlements of the client or third parties, on whatever basis, that relate to work performed by Finch lapse one year after the date on which the client became aware, or could reasonably have become aware, of the existence of said rights and entitlements, and in any event two years after the work to which the claims relate was performed, unless the client’s rights lapsed sooner than that by law.

10. Finch's liability is limited to the amount that is paid out for the relevant claim under Finch's liability insurance, plus the applicable excess payable by Finch in that specific case. On request, Finch will provide details about the terms of its liability insurance policies. If, for whatever reason, none of Finch's liability insurance policies result in a payout, any and all liability on Finch's part will be limited to the fees that Finch received in connection with the relevant engagement in the 12 months prior to the moment when the event giving rise to liability occurred, subject to a maximum of EUR 100,000.
11. The client cannot hold any other party besides Finch liable for loss/damage that it believes it has suffered in connection with an engagement performed by Finch. The liability of persons associated with Finch is excluded.
12. The legal relationship between Finch and the client is governed by Dutch law.
13. Finch has a complaints procedure in place that applies to all contracts for services concluded between Finch and the client. The complaints procedure is available at www.finch.nl.
14. The District Court of Midden-Nederland, seated in Utrecht, has exclusive jurisdiction in the first instance to adjudicate any and all disputes on the grounds of or in connection with contracts for services if the dispute is not resolved in accordance with Finch's complaints procedure, or if it cannot be resolved in accordance with Finch's complaints procedure because the situation does not involve a complaint on the client's part.
15. Finch is entitled to amend these General Terms and Conditions unilaterally. The amended General Terms and Conditions will then take effect on the date on which they are published on Finch's website, and will apply to all new contracts for services.
16. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the substance or purport of these General Terms and Conditions, the Dutch text will prevail.