



General Terms & Conditions – CoTrack (version January 2024)

1. General

For the purposes of these Terms and Conditions, the following definitions apply:

(a) Assignment: the agreement between CoTrack and Client in which the (business) legal services to be provided by CoTrack for the benefit of Client are laid down.

(b) Client: the natural or legal person for whom (business) legal services are provided by CoTrack.

(c) CoTrack: the sole proprietorship of Camiel Frijlink, having its registered office in Baarn, the Netherlands, registered with the Chamber of Commerce under number 91212278 and with Dutch VAT number NL004873617B47.

2. Applicability

2.1. These Terms and Conditions apply to all legal relationships between CoTrack and Client, except for deviating agreements between the parties that have been recorded in writing.

2.2. These Terms and Conditions have also been drawn up for the benefit of third parties engaged by CoTrack for the execution of any Assignment. These third parties may invoke these Terms and Conditions.

2.3. The applicability of any purchase or other terms and conditions of the Client is expressly excluded.

3. Establishment of the Assignment

3.1. The Assignment is concluded at the moment that the agreement for Assignment signed by Client has been received by CoTrack or as much earlier as the parties actually start with the execution of the Assignment.

3.2. The actual commencement of the execution of the Assignment shall be deemed as Client's acceptance of these Terms and Conditions.

4. Execution of the Assignment

4.1. All activities to be performed by CoTrack are based on an agreement for Services. The provisions of Article 7:404 of the Dutch Civil Code and Article 7:407(2) of the Dutch Civil Code are excluded.

4.2. CoTrack carries out the work to the best of its knowledge and ability and makes every effort to achieve the best result for the Client in the execution of the Assignment.

4.3. CoTrack is entitled – after prior consent of Client – to engage third parties for the execution of the Assignment at the expense and risk of Client, such as a lawyer, accountant, expert, bailiff or other external advisor. Client authorizes CoTrack to accept the

general terms and conditions and limitations of liability of third parties engaged on behalf of Client and is entitled to invoke these terms and conditions against Client, insofar as they relate to the execution of the Assignment by these third parties. Although caution and due care is exercised when engaging third parties, any liability for errors or shortcomings of third parties is excluded.

5. Remuneration

5.1. For the execution of the Assignment, the agreed fee is due, plus VAT and (external) costs incurred by CoTrack in connection with the Assignment. (External) costs are in any case understood to include the costs of lawyers, accountants, experts, consultants, extracts from company registrations, registered mail, couriers, printing documents, compiling files and business travel.

5.2. The fee is calculated on the basis of the hours worked (or parts thereof) multiplied by the applicable rate, unless otherwise agreed in writing.

5.3. CoTrack is entitled to adjust its rates annually.

6. Payment

6.1. Payment by Client will take place, without deduction, discount or set-off, within 30 (thirty) days after the invoice date on a bank account to be designated by CoTrack.

6.2. If payment is not made within the agreed period, Client is immediately in default and CoTrack is entitled to reimbursement of the statutory commercial interest from the due date of the invoice until the date on which the amount due has been paid in full. In that case, CoTrack also has the right to suspend work for Client until all outstanding invoices have been paid by Client to CoTrack.

6.3. All reasonably incurred judicial and extrajudicial costs incurred by CoTrack as a result of non-compliance by Client shall be borne by Client.

7. Confidentiality

7.1. CoTrack will treat all information from or about Client of which it is indicated that this must remain secret or of which it can reasonably be assumed that this must remain secret, confidential and will only bring it to the attention of third parties with the permission of Client. CoTrack makes every effort to prevent third parties from taking cognizance of this information without the Client's permission.

7.2. Client will keep all information regarding CoTrack's business operations confidential.

7.3. Unless CoTrack gives written permission for this, Client may not disclose documents, advice and the like that it has received from CoTrack for internal use.

7.4. If Client and/or CoTrack involves a third party in the Assignment, they impose the obligations of this article on this third party.



the General Terms and Conditions drawn up in the Dutch language shall prevail.

8. Privacy & personal data

8.1 In connection with the execution of the Assignment, CoTrack has the right to use personal data of the Client. This includes, but is not limited to, names, telephone numbers and email addresses. CoTrack may also use the name and logo of the Client and a description of the assignment for promotional activities.

8.2 CoTrack has the right to share Client's personal data with third parties engaged by CoTrack for the execution of the Assignment. These third parties are prohibited from using this personal data for any other purpose. For more information about how CoTrack handles personal data, please refer to CoTrack's Privacy Policy, which can be found on www.cotrack.nl

9. Liability

9.1. Liability of CoTrack for indirect damages, including in any case consequential damages, loss of profit, missed savings and damage due to business interruption, is excluded.

9.2. If CoTrack is liable for damages suffered, the amount of compensation will be limited to the amount that is paid out in the relevant case under the applicable liability insurance of CoTrack.

9.3. If, for whatever reason, no payment is made under the applicable liability insurance of CoTrack, any liability of CoTrack is limited to the amount paid by Client to CoTrack for the work related to the damage suffered, with a maximum of EUR 10,000 (ten thousand Euro).

9.4. The execution of the Assignment by CoTrack takes place exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed or the Assignment. Client indemnifies CoTrack against all claims of third parties arising from or related to the execution of the Assignment.

9.5. All claims for damages and/or costs will lapse by operation of law if they are not reported in writing to CoTrack within 6 months after discovery.

10. Applicable law and choice of forum

All assignments, agreements and legal acts between Client and CoTrack are exclusively governed by Dutch law. All disputes shall be settled exclusively by the competent court in Amsterdam, the Netherlands.

11. Miscellaneous

11.1. If there is a conflict between these General Terms and Conditions and the Assignment, the provisions of the Assignment shall prevail in that respect.

11.2. These General Terms and Conditions have been drawn up in the Dutch language and in the English language. Both versions can be found on - and downloaded free of charge from - www.cotrack.nl In the event of a conflict or ambiguity between the Dutch text and the English text of these General Terms and Conditions or a difference in the interpretation thereof,