

## Terms of use website

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## General terms and conditions JPWaVe B.V.

### 1. General

#### 1.1

All orders shall be deemed to be given to and can only be accepted by JPWaVe B.V., registered in The Netherlands, Chamber of Commerce Amersfoort under number 32130466, Gooi-, Eem- and Flevoland. Applicability of Articles 7:404 and 7:407 paragraph 2 Dutch Civil Code is excluded.

#### 1.2

All stipulations in these general terms and conditions shall also apply in respect of anyone who, whether or not as an employee, performs work for the office organizations of JPWaVe B.V.

### 2. Performance and scope of order

#### 2.1

The client shall provide JPWaVe B.V. in a timely manner with all information and instructions necessary for carrying out an order. If through a lack of information or instructions from the client JPWaVe B.V. cannot carry out an order within the time limit specified for said order at acceptance, JPWaVe shall not be liable for any consequences of not meeting said accepted time limit.

#### 2.2

If in the course of executing an order it appears that upon continuation of such execution an essential conflict of interest may arise with a previous order of another client, JPWaVe B.V. is entitled to terminate its work on the first-mentioned order.

#### 2.3

An order can be considered accepted upon written confirmation by JPWaVe B.V. JPWaVe B.V. can never be liable for work that is not part of an accepted order.

#### 2.4

In carrying out an order, JPWaVe B.V. is entitled to engage third parties. In the selection of such third parties JPWaVe B.V. observes due care and attention.

### 3. Exclusion of liability

#### 3.1

JPWaVe B.V. excludes any liability for damage caused by work performed by JPWaVe, or damage relating to such work that may be attributed to JPWaVe B.V. in any way, unless the client demonstrates that the damage it has suffered has been caused by gross negligence or intention of JPWaVe B.V. In that case, liability shall be limited to the amount paid out under the professional liability insurance taken out by JPWaVe B.V.

## 3.2

In case the liability insurance mentioned in Article 3.1 does not pay out, any liability shall be limited to an amount of € 25,000. The amount to be paid by JPWaVe B.V. shall in any case not be higher than the amount the client has paid to JPWaVe B.V. for the order concerned.

## 3.3

JPWaVe B.V. excludes any liability for any incorrectness and/or incompleteness of outside sources consulted by JPWaVe B.V., as well as for any incorrectness and/or incompleteness of the information provided by the client.

## 3.4

JPWaVe B.V. excludes any liability for damage attributable to third parties it has engaged.

## 4. Invoices

### 4.1

Unless agreed otherwise, the client shall be charged a fee based on hourly/daily rates previously determined by JPWaVe B.V., multiplied by the number of hours/days devoted to an order. In addition, JPWaVe B.V. also uses fixed fees. All costs in connection with the execution of an order shall be specified and charged to the client.

### 4.2

After the expiration of thirty days from the date of an outstanding invoice, the client is in default and owes JPWaVe B.V. interest at the rate of the statutory interest plus 2%. All reasonable costs incurred in obtaining the client's compliance with one or more of its obligations shall be charged to the client.

## 5. Force majeure

### 5.1

Without prejudice to its other rights, JPWaVe B.V. is entitled in case of force majeure to suspend the performance of an order, or to dissolve the contract with any client without judicial intervention, without JPWaVe B.V. being liable to pay any damages.

## 6. Dissolution

### 6.1

JPWaVe B.V. is entitled to dissolve the contract with the client out of court, in writing, if the client after a warning letter setting a reasonable deadline, fails to fulfill its obligations.

### 6.2

JPWaVe B.V. is entitled, without any warning or notice of default being required, to dissolve the contract with the client out of court, in writing, if the client must be deemed incapable of fulfilling its obligations in respect of JPWaVe B.V. by way of e.g bankruptcy, moratorium on payments, attachment of assets, etc..

## 7. Settlement of disputes

### 7.1

The legal relationship between the client and JPWaVe B.V. is governed exclusively by Dutch law. All disputes between the client and JPWaVe B.V. shall be submitted exclusively to the competent court in the district of Amersfoort.

These general terms and conditions have been deposited at the Chamber of Commerce Gooi-, Eem- and Flevoland

Mail to: [info@JPWaVe.nl](mailto:info@JPWaVe.nl)