

Juresta creditmanagement's terms and conditions with respect to the Netherlands Collection Agreement



© MMI Juresta Nederland b.v. d.b.a. Juresta creditmanagement
All rights reserved. The contents of these terms and conditions
may not be reproduced, stored in an automated database nor
made public, in any way shape or form, be it electronically,
mechanically, through photocopying, recording or any other
manner, without prior written permission from the holder of the
copyright, Juresta International Holding b.v.

Article 1: Collection fee and (recovery of) collection charges

A. Collection fee

- A.a. Juresta creditmanagement applies a 15% commission on the capital sum's receivable and on the interest charge for late payment. The minimum collection fee shall be €136.35.
- A.b. The Client shall at all times and under all circumstances be liable to VAT on the collection fee charged. Juresta shall always invoice the Client accordingly.

B. Collection charges and recovery of collection charges and late payment interest

- B.a. Collection charges shall be recovered from the debtor in respect of the Client's stipulated general terms and conditions and/ or on grounds of legal stipulation. This is a primary objective.
- B.b. The Client shall not be charged additional expenses, collection charges or fees in the event that it appears that collection charges cannot be recovered from debtor due to debtor's bankruptcy or other financial difficulties if all other terms and conditions and obligations resulting from this Collection Agreement have been met.
- B.c. Juresta shall at all times be entitled to charge the collection fee and the incumbent collection charges (amongst which the (loss of) authorized representatives' salary in proportion to the liquidation price) to the Client and, if necessary, deduct these from the collected capital sums should the Client fail to meet one or more obligations and/ or terms and conditions resulting from the Collection Agreement as stated in article 2, a to f of these terms and conditions.
- B.d. Juresta shall deduct the different parts of the collection order from the collected monies in the following established order:
1. All collection charges shall be deducted in the first place.
 2. In the second place, the contractual or legal interest (charge for late payment) shall be deducted.
 3. Ultimately, the capital sum (= remainder of) the invoice sum) shall be processed in the administrative records.
- B.e. 1a. Juresta shall be entitled to deduct all its incumbent costs as well as the collection fee from the collected monies.
- B.e. 1b. The previous provision implies, amongst other things that Juresta shall be entitled to make the incumbent costs payable on demand as well as the collection fee from the Client if it becomes evident that the debtor has paid (a part of) the payables directly to the Client.
- B.e. 2. Juresta has established a foundation that shall manage a third party bank account. This is for securing the collected monies. Juresta shall see to it that the lawyers enlisted by the company act in accordance with the rules of conduct incorporated by the Dutch Law Society.
- B.f. Other provisions with respect to collections
The following – after the collection order has been served or in any case after the “confirmation of file under review” has been issued – are earmarked as forms of payment (all agreed collection rates apply hereto):
- a. All collected sums
 - b. Payments by or on behalf of the debtor whether or not paid directly to the Client
 - c. Returned goods; in which case the value is determined on the basis of the original invoice price
 - d. Credit entry on the part of the Client (e.g., through settlement or remittance of a debt)
 - e. Each and every one of the Client's rights of action, irrespective of its nature, has come to nought where the debtor is concerned and thus to such an extent that the Client no longer possesses any rights with regard to the instruction issued to Juresta for collection from the debtor.
- B.g. In the event that the Client itself handles or impedes a claim or retracts the order without the consent of and/ or without consulting Juresta, it shall be liable to the full collection fee, if necessary, including Juresta's incumbent costs (amongst which the (loss of) authorized representatives' salary according to the liquidation price).

Article 2: Client's obligations

Collection orders are subject to obligations that have to comply with the outstanding claim(s). These obligations may not be departed from. Non-fulfilment of (one of) the obligations implies that Juresta is required to carry out the order, however in that case only against payment in proportion to the collection rates determined in article 1.

The terms and conditions/ obligations are as follows:

- a. The claim shall always result from the applicability of the terms and conditions applied by the Client. (Therefore, the Client shall have reached an agreement with its clients regarding applicability of its, the Client's, general terms and conditions within its terms of delivery).
- b. The claim shall bear an independent nature and may not be exposed to liabilities as regards a (compensatory) performance that has yet to be realized.
- c. The Client shall be able to prove the right of action concerning the issued order.
- d. Together with the collection order, Client shall also always submit:
 1. the terms of delivery or other agreement on which the

- a. claim is based (for example signed order confirmation or signed delivery voucher);
2. all other relevant documents; amongst which the detailed invoice as well as the summons and other bilateral communications with the debtor.
- e. As soon as the Client has submitted the collection order to Juresta, it shall refrain from taking up any kind of contact with the debtor. The Client shall be obliged to refer the debtor to Juresta at all times;
- f. Payments, that are received by the Client on or after the date of “confirmation of file under review”, which shall be sent by mail to the Client by or on behalf of Juresta for each collection order are considered to be the result of the measures taken by Juresta, which commence with serving the letter of summons. These payments are to that end subject to the established classified terms and conditions with respect to collection and deductions as laid out in article 1, particularly with respect to collection charges. The Client shall be obliged to notify Juresta within 24 hours of receiving payments.

Article 3: Full powers of Juresta

- a. At any rate, the Collection Agreement assumes that Juresta, in its capacity as the Client's authorized representative has the unrestricted power of attorney to undertake at its own discretion what it deems advisable and/ or necessary in the framework of the collection orders. Juresta shall be explicitly authorized, at its own discretion to make payment arrangements with the debtors. Juresta shall initiate legal action if it considers it advisable and/ or necessary in the event that the debtor has failed to fulfil payment or has failed to respond to the letter of summons. Juresta is at full liberty to choose and/ or determine (the timeframe of) engaging the lawyer/ procurer, authorized person and/ or other (third party) experts of its choice for collecting the receivables, this and the other provision in this article leave the provision in the Collection Agreement intact.
- b. Juresta shall by no means be under any obligation to act on behalf of the Client in a legal action that is a direct or indirect result of a collection order and which has been instigated by another third party other than Juresta. A procedure of this type requires further consultation for determining the remuneration of costs and fees.
- c. The Client shall bear the costs of all procedures by or on behalf of Juresta.

Article 4: General stipulations regarding collection

Juresta reserves the right to implement the collection order without stating any reasons and without taking the termination of a notice period into consideration or otherwise for not taking legal measures if it should deem this unnecessary.

Juresta shall be entitled to refrain from taking legal measures, particularly when it has been determined – for example through information gained concerning recovery – that funds cannot be recovered due to a debtor's financial means.

As soon as Juresta has reached such a decision, it shall inform the Client as such in writing. However, if the Client takes the position that legal measures shall indeed be instigated, Juresta shall be obliged to carry out such a further order, though not before the Client has paid a deposit, the amount of which shall be determined at the time in question, for covering legal expenses.

Any applicability of contingent general terms and conditions applied by the Client shall be excluded and rejected through this, insofar as they assert a claim to any connection to the interpretation and execution of this Collection Agreement.

Article 5: General terms of payment

- a. All payments to Juresta regarding this Agreement should be fulfilled as soon as possible, yet no later than within 30 days of the invoice date.
- b. All payments should be transferred without discounts and/ or set-offs or other forms of compensation to the bank accounts mentioned on the Juresta invoices.
- c. In the event that payment has not taken place within the agreed period, the Client shall be obliged to pay an interest charge for late payment amounting to 2% cumulative per month, based on the total sum of the invoice as from the due date, whereby a part of the month is calculated as a full month.
- d. Juresta shall be entitled if payment is not made on time to charge all costs relating to the recovery of the receivables amongst which non/ legal expenses. These non/ legal expenses shall be set at 15% of the capital sum and of the interest charge for late payment.

Article 6: Coverage and exclusions

Juresta undertakes to handle all of the debt collection assignments under the provisions of these conditions. Handling shall take place under the application of these conditions, with the objective being the recovery from the client's debtor of all of those costs due and payable, which arise from this procedure on the basis of the agreement entered into between the client and its debtor.

Excluded from the coverage of the Collection Agreement is the pre-financing of the costs that are linked to:

- a. Conducting cross-border collections
- b. Legal counsel that bears no connection with the instructed collection order
- c. Conducting cross action (counterclaim) during a legal procedure by or on behalf of Juresta with respect to referring a collection order to court

- d. Conducting a legal procedure that is instituted against the Client
- e. Appeal or cassation
- f. Seizure before judgement
- g. Arbitration matters
- h. Filing for bankruptcy

Article 7: Excluded liability

Juresta shall fulfil its obligations such as may be expected of a service provider in its branch yet shall not accept any form of liability for (resultant) damage resulting from its conduct or negligence in the widest sense of the word except insofar as this damage can be attributed to gross negligence or fault and/ or intent.

Without prejudice to the previous provision, Juresta's liability – irrespective of its nature – shall be restricted to the sum of the collection-based invoice. Fulfilment of this guarantee prevails as sole and full compensation.

Article 8: Dissolution

Without prejudice to the provision in article 7, parties are expressly agreed that the Agreement shall be legally dissolved – without legal intervention and without the requirement of any notice of default – at the time that the Client is declared bankrupt or when it applies for a (provisional) suspension of payment or through seizure or is otherwise in receivership or loses the power to dispose of its property or parts thereof.

Article 9: Disputes

All disputes, which may arise as a result of this Agreement shall, in the first place be brought exclusively before the court within the district of the registered office of Juresta without prejudice to the right to lodge an appeal.

Article 10: Applicable law

The commitments between Juresta and Client are governed exclusively by Dutch law.

Article 11: Registration

These terms and conditions are filed at the Chamber of Commerce and Industry in Apeldoorn.

Article 12: Domicile

Juresta's office in Apeldoorn is expressly chosen as domicile for interpreting and executing all the agreements that are founded on these terms and conditions or the agreements wherein these terms and conditions are included.

Clarification of a few terms:

Collection Agreement: The Agreement governed by these terms and conditions.

Client: All clients of Juresta Nederland b.v. d.b.a. Juresta creditmanagement and all contractual partners of Juresta Nederland b.v.

Juresta: The private company with limited liability Juresta Nederland b.v. d.b.a. Juresta creditmanagement, as well as the lawyers engaged by the company working on orders under instruction of the company.

Collections: Orders for collection claims on the basis of invoices and fulfilment of periodic financial obligations resulting from term contracts.

Non-legal expenses: The costs incurred until such a time that the summons is legally served to the other party.

Collection fee: Fee payable to Juresta (apart from solicitor's fees).

Collection charges: all expenses to be paid by the Client which are incurred for collecting a claim. Therefore non-legal and legal expenses.