

General Terms & Conditions

1. These general terms and conditions apply to all assignments to JBL Ventures B.V.. (hereafter: "JBL Ventures") as well as to all work and legal acts performed by and on behalf of JBL Ventures, unless specifically agreed otherwise in writing.
2. Each person affiliated with JBL Ventures may claim application of these general terms and conditions. The same applies to former affiliated persons and successors under universal title of succession of (former) affiliated persons. The term "affiliated person" includes: employees, advisors, partners and direct and indirect shareholders of JBL Ventures.
3. The applicability of general conditions used by a contractual counterparty of JBL Ventures (hereafter: "Client") is excluded.
4. All assignments to JBL Ventures are solely accepted and carried out on the basis of an assignment agreement (*overeenkomst van opdracht*) between the Client and JBL Ventures, also in the event that it is the explicit or implicit intent that the assignment be performed by a specific affiliated person. Article 7:404 of the Dutch Civil Code, which provides for the latter, and Article 7:407 subsection 2 of the Dutch Civil Code, which creates a joint and several liability where assignments have been given to two or more persons, are excluded.
5. As, if and when carrying out an assignment of the Client, an event should occur which leads to liability of JBL Ventures, such liability will be limited in the aggregate to the amount that is paid in relation to the relevant claim pursuant to the professional liability insurance concluded by JBL Ventures, increased by the amount of any deductible which may be for the account of JBL Ventures pursuant to the applicable insurance policy. An event under the preceding sentence shall also include a failure to act. The terms and conditions of the professional liability insurance of JBL Ventures have (in addition to other limitations) a maximum insured amount of € 500,000. The insurance policy is available for Clients upon first request.
6. If, for whatever reason, no insurance payment is made at all, the combined liability to the Client is limited to the amount of fees (excluding VAT) charged by JBL Ventures in relation to the relevant assignment and paid by the Client and is in any case limited to €50,000.
7. All claims of the Client are barred (*vervallen*) if these claims have not been made in writing to JBL Ventures (i) within 12 months from the last date that work was performed to which the relevant claims relate or, if earlier, (ii) within three months from the day that the Client became aware or could reasonably have become aware of the facts on which the claim is based.
8. In the event that JBL Ventures engages a non-affiliated person in connection with the performance of an assignment of the Client, JBL Ventures shall not be liable to the Client for any errors of such person. By giving an assignment to JBL Ventures, the Client authorises the JBL Ventures to accept on the Client's behalf any limitation of liability requested by such non-affiliated person.
9. If during the performance of the services use is made of transmission through the internet and/or other electronic, telephone or other networks, public or accessible to third parties, the confidentiality of such transmissions is not guaranteed and JBL Ventures is not liable for any damage which the Client may incur as a result of third parties obtaining access to information intended for the Client or as a result of unauthorized publication by third parties.
10. Third parties cannot derive rights from work performed or the ensuing results. If any third parties claims damages from JBL Ventures in connection with the execution of an assignment for the Client, the Client shall indemnify JBL Ventures against any liability, costs, including the costs of defence and damages.

11. Pursuant to applicable regulations (including The Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*)) JBL Ventures is required to verify the identity of its clients and, under certain circumstances, to report unusual transactions to relevant authorities. By assigning JBL Ventures, the Client confirms to be aware thereof and, to the extent necessary, to consent thereto.
12. The fees to be charged by JBL Ventures in connection with an assignment, shall be agreed upon by JBL Ventures and the Client. Costs advanced by JBL Ventures on behalf of the Client shall be charged separately. All fees and expenses are increased with VAT, if applicable.
13. The services rendered by JBL Ventures shall in principle be charged to the client on a monthly basis and shall be subject to payment within 10 days of the invoice. Payment by the client must be made without set-off or suspension. If payment is not, not timely or wholly made, the client owes JBL Ventures an interest at the rate of 1.5% per month on the outstanding amount. A part of a month is counted as a whole month in such case. All costs in relation to claiming payment of invoices from the Client are for the Client's account, with a minimum of 15% of the total amount invoiced.
14. Except if instructed otherwise, we can use the name of your organization and your assignment to us for marketing purposes and referrals, obviously without infringing on the rules and agreements regarding confidentiality. Please inform us (joukjeaur@icloud.com) if you have an objection to this.
15. JBL Ventures participates in the Complaints and Disputes Arrangement Advocacy (*Klachten- en Geschillenregeling Advocatuur*). All disputes pursuant to entering into or the performance of the services of JBL Ventures, including all invoice disputes, are settled in accordance with the Regulations of the Complaints Board Advocacy (*Reglement Geschillencommissie Advocatuur*).

Consumer Client: if the dispute relates to an assignment from a consumer Client, the Regulations provide for binding advice, unless the Client addresses the regular court within one month after the complaint has been settled by the lawyer. In case of collection of a receivable against a consumer Client there is only binding advice if the Client submits the outstanding amount with the Complaints Board Advocacy (*Geschillencommissie Advocatuur*). If the Client does not do so, the collection is subject to arbitration.

Business Client: if the dispute relates to an assignment from a business Client, the Regulations provide for arbitration.
16. Complaints about the performance of an assignment and/or the amount of an invoice must be submitted in writing to JBL Ventures (i) within 12 months from the last date that work was performed to which the relevant complaint relates or, if earlier (ii) within three months after the moment at which the Client became aware or should reasonably have become aware of the act or failure to act that gave rise to the complaint. If the complaint has not been settled satisfactorily within four weeks after submitting, the complaint can be filed with the Complaints Board Advocacy. The Regulations of the Complaints Board Advocacy are provided upon request and are also available on the website of the Complaints Board Advocacy: www.degeschillencommissie.nl.
17. The legal relationship between the Client and JBL Ventures is governed exclusively by Dutch law. Any disputes that may arise and which cannot be solved through the Complaints Board Advocacy shall be exclusively submitted to the competent court of Amsterdam, the Netherlands.
18. These general terms and conditions are available in both the Dutch and English language. Upon your request addressed to joukjeaur@icloud.com, we will provide you with a copy of the general terms and conditions in the Dutch language free of charge. In the event of any dispute regarding the contents or purport of these general terms and conditions, the Dutch language version shall be decisive and binding.

JBL Ventures is based in Amsterdam, The Netherlands and registered in the trade register with the Chamber of Commerce under number 84487402. The VAT number of JBL Ventures is NL863230441B01.

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