



General Terms and Conditions

Crowe Peak Audit & Assurance B.V.



Audit / Tax / Advisory

Smart decisions. Lasting value.

Article 1 General

In these general terms and conditions, the following terms are defined as stated below:

1. General Terms and Conditions: these general terms and conditions of Crowe Peak;
2. Client: the natural person or legal entity that has instructed Crowe Peak to carry out work.
3. Crowe Peak: the private limited company Crowe Peak Audit & Assurance B.V., with its registered office in Rotterdam, listed in the trade register of the Chamber of Commerce under number 24388761. All assignments are exclusively accepted and carried out by Crowe Peak Audit & Assurance B.V., regardless of whether the Client has granted the assignment with a specific person in mind. The applicability of Section 7:404, Section 7:407 subsection 2 and Section 7:409 of the Dutch Civil Code is explicitly excluded.
4. Agreement: the assignment agreement between the Client and Crowe Peak.

Article 2 Applicability

1. These General Terms and Conditions apply to all legal relationships between the Client and Crowe Peak where Crowe Peak undertakes or will undertake to perform work for the Client. Insofar as not explicitly determined otherwise by the parties in a written agreement, all provisions of these General Terms and Conditions are fully and unconditionally in force between the Client and Crowe Peak.
2. If these General Terms and Conditions and the confirmation of assignment referred to in Article 3.1 contain any contradictory conditions, the conditions contained in the confirmation of assignment will apply.
3. Crowe Peak has the right to unilaterally amend these General Terms and Conditions. The amended General Terms and Conditions will be sent to the Client by Crowe Peak in a timely manner. The amended General Terms and Conditions will enter into force between the parties at the time of entry into force announced by Crowe Peak and, failing that, at the moment that the amendment is communicated to the Client by Crowe Peak. If the Client does not wish to accept amendments to the General Terms and Conditions, it has the right to terminate the Agreement in accordance with Article 13. If the Client does not do this within 30 days of the amended General Terms and Conditions being sent, it will be deemed to have accepted the amended General Terms and Conditions.
4. The assignment is carried out by Crowe Peak with due observance of the laws and regulations applicable to Crowe Peak and the executing persons, including rules of conduct and professional rules. Crowe Peak will never be obliged to commit to acts or omissions that are incompatible with the laws and regulations referred to above. The Client declares that it will always fully respect the obligations arising from this for Crowe Peak and the executing persons and fully cooperates with obligations arising for Crowe Peak from the aforementioned laws and regulations.

Article 3 Conclusion of the Agreement

1. The Agreement is concluded at the moment the confirmation of assignment signed by Crowe Peak and the Client is returned to and received by Crowe Peak. The confirmation of assignment is a document from Crowe Peak that describes the assignment and to which these General Terms and Conditions have been declared applicable. The confirmation of assignment is based on the information provided by the Client to Crowe Peak at that time. The confirmation of assignment is expected to reflect the Agreement correctly and in full.
2. Subject to Article 2.3, deviations or changes to, and additions to, the assignment, the Agreement and/or these General Terms and Conditions are only valid if they have been explicitly agreed on in writing between the parties. Crowe Peak is authorised to charge any additional costs associated with this to the Client.
3. The parties are free to produce evidence that the Agreement was concluded in another way.
4. The Agreement is concluded for an indefinite period of time, unless it is entered into for a fixed term as a result of the content, nature or essence of the assignment given.

Article 4 Information made available by the Client

1. The Client is obliged - both of its own accord and at the request of Crowe Peak - to fully cooperate and to provide Crowe Peak with all information, data and documents considered necessary by Crowe Peak for the correct execution of the assignment, in a timely and complete manner, in the manner and form desired by Crowe Peak.
2. The Client must ensure that Crowe Peak is immediately informed of all other information that may be relevant for the correct execution or completion of the assignment.
3. The Client guarantees the correctness, completeness and reliability of the information and documents made available to Crowe Peak, also when obtained from third parties.
4. If and insofar as the Client so requests, the original documents made available will be returned to the Client, with the exception of the documents to be kept by Crowe Peak under the law and regulations, including rules of conduct and professional rules.
5. Where in the opinion of Crowe Peak necessary for substantiating the soundness of the work performed, copies of original documents that the Client has made available to Crowe Peak will be included in the work files of Crowe Peak.
6. The additional costs and additional fees and other damage suffered by Crowe Peak arising from a delay in the performance of the assignment resulting from a failure to properly fulfil the obligations set out in Articles 4.1 to 4.3 will be payable by the Client.

Article 5 Performance of the assignment

1. Crowe Peak determines how and the person/persons by whom the assignment is performed. If according to the Agreement certain persons will perform the assignment, Crowe Peak will make reasonable efforts to ensure that these persons will perform the assignment. However, Crowe Peak is at all times entitled to replace the persons referred to in the Agreement by persons with comparable expertise.
2. If the Client wishes to involve third parties in the performance of the assignment, it will only do so after reaching agreement about this with Crowe Peak. The provisions in the previous sentence apply to Crowe Peak by analogy.

3. If the Client does not or not properly fulfil the obligations under Articles 4.1 to 4.3, Crowe Peak has the right to suspend the performance of the assignment in whole or in part until the Client has fully fulfilled these obligations, or to dissolve the Agreement with the Client in whole or in part without requiring judicial intervention. The Client is obliged to pay for work already performed by Crowe Peak, without prejudice to the other rights of Crowe Peak.

Article 6 Delivery term

1. If a term has been agreed between the Client and Crowe Peak within which the assignment must be completed, such a period will only commence after Crowe Peak has received all information, data and documents referred to in Articles 4.1 and 4.2 and after Crowe Peak has received any advance payment due from the Client in full.
2. Terms within which the assignment must be completed will be extended by the period that performance of the assignment is delayed by due to force majeure as referred to in Article 7. The aforementioned term will also be extended if and for as long as the Client is late making a payment or complying with any other obligation than agreed on or than could reasonably be expected by Crowe Peak, regardless of whether the Client is in default.
3. Terms within which the assignment must be completed are always indicative and can only be regarded as a deadline if this has been explicitly agreed on in writing between the Client and Crowe Peak in so many words.

Article 7 Force majeure

1. If Crowe Peak or Client cannot fulfil the obligations under the Agreement or if it cannot do so in time or correctly due to force majeure within the meaning of Section 6:75 of the Dutch Civil Code, he is authorised to suspend the fulfilment of those obligations until the moment that fulfilment is possible.
2. If the situation referred to in the first paragraph arises, the parties have the right to terminate the Agreement in whole or in part with immediate effect in writing.
3. If the situation referred to in the first paragraph arises, the parties are not obliged to pay any compensation, on the understanding that the Client owes the fee in accordance with the hours stated by Crowe Peak for work already performed, including costs.
4. Force majeure within the meaning of Section 6:75 of the Dutch Civil Code on the part of Crowe Peak in any case - but not exclusively - includes any circumstance or event beyond the control of Crowe Peak, as a result of which the fulfilment of obligations towards the Client is wholly or partially prevented, whether or not temporarily as a result of which the fulfilment of the obligations cannot reasonably be expected of Crowe Peak, regardless of whether the circumstance or event was foreseeable at the time of the conclusion of the Agreement, including fire, accidents, industrial unrest, (partial) non-fulfilment, on whatever grounds, by engaged third parties, sanctions, pandemic and measures taken by (semi) government institutions or professional organisations.

Article 8 Secrecy

1. Crowe Peak is obliged towards third parties, other than persons involved in the performance of the assignment, to maintain the secrecy of confidential information about the Client provided by the Client. This obligation does not apply insofar as Crowe Peak is obliged to disclose that confidential information on the basis of any law or regulations, including rules of conduct and professional rules, any regulation of a body whose supervision Crowe Peak is subject to or a decision by a court or a government body.
2. The obligation included in Article 8.1 does not apply if the relevant confidential information is or becomes generally known, other than as a result of an unlawful disclosure by Crowe Peak.
3. The obligation included in Article 8.1 does not affect the right of Crowe Peak to transfer the relevant confidential information to a third party for the performance of the assignment and to legal advisers under identical confidentiality obligations.
4. Crowe Peak is not permitted to use the information made available to it by the Client for any purpose other than the purpose for which it was disclosed. However, Crowe Peak is at all times entitled to use the relevant information if Crowe Peak or persons employed by or associated with Crowe Peak act in a private capacity in disciplinary, civil, administrative or criminal proceedings in which this information may be important.
5. Unless Crowe Peak has given prior written permission to do so, or unless one of the exceptions referred to in Articles 8.1 to 8.4 occurs, the Client will not disclose the content of reports, advice or other statements of Crowe Peak (in writing or otherwise) which have not been drawn up or made with the intention of providing third parties with the information contained therein, to third parties in whole or in part. The Client will also ensure that third parties cannot access the content as referred to above.
6. On the basis of the provisions of or by virtue of the law, in particular but not exclusively the Dutch Money Laundering and Terrorist Financing Prevention Act, Crowe Peak is obliged, in certain cases, to report completed or intended unusual transactions identified during the performance of the assignment to the Financial Intelligence Unit - Netherlands in Zoetermeer (FIU-Netherlands) within 14 days. Crowe Peak is obliged to maintain the confidentiality of that report.

Article 9 Intellectual property

1. Crowe Peak reserves all rights with regard to products of the mind which Crowe Peak uses or has used or develops or has developed in the context of the performance of the Client's assignment. All intellectual property rights that arise during or from the performance of the assignment accrue to Crowe Peak.
2. The Client is explicitly prohibited from reproducing, disclosing or exploiting products that incorporate intellectual property rights of Crowe Peak products subject to intellectual property rights with regard to the use of which Crowe Peak has acquired user rights, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products, all of which in the broadest sense of the word, with or without the involvement of third parties.
3. The Client is not permitted to hand over the products referred to in this article to third parties without Crowe Peak's prior written consent, other than for the purpose of obtaining an expert opinion on Crowe Peak's activities. The Client will impose its obligations under this article on third parties engaged by it.

Article 10 Fee

1. Crowe Peak invoices all activities to be performed by Crowe Peak for the benefit of the assignment, including all activities arising from the nature of the assignment or from legal and professional rules, based on its fee and costs, plus advances if necessary.
2. Unless the parties explicitly agree otherwise in writing, Crowe Peak's fee is based on the time spent and the hourly rates of the executing persons. Crowe Peak's fee does not depend on the outcome of the assignment awarded.
3. If Crowe Peak, at the request or with the consent of the Client, performs work or other services that fall outside the assignment as described in the confirmation of assignment referred to in Article 3.1, these activities or services will be paid by the Client to Crowe Peak according to the usual hourly rates of Crowe Peak, unless the parties explicitly agree otherwise in writing. The Client accepts that any agreed time of completion of the assignment will be extended by a reasonable term as a result of that.
4. If after the conclusion of the Agreement yet before the assignment is performed in full, fees and/or prices are changed, Crowe Peak has the right to adjust the agreed rates accordingly, unless the parties explicitly agree otherwise in writing.
5. The costs referred to in Article 10.1 are understood to mean the direct costs, including costs of engaged third parties, travel and accommodation costs, as well as coverage of costs that are not directly attributed to the assignment.
6. The items referred to in this article are charged to the Client per month, per quarter, per year (in whole or in part) prior to the assignment or after completion of the assignment, unless the Client and Crowe Peak have made other agreements about this.
7. Value added tax will be charged separately on all amounts owed by the Client to Crowe Peak.
8. The amount invoiced by Crowe Peak may deviate from previous estimates and indications (fee quotes).
9. Crowe Peak may perform and charge the Client more work than for which the Agreement has been concluded, if this work results from applicable laws and regulations, including rules of conduct and professional rules.

Article 11 Payment

1. Payment by the Client must be made, without the Client being entitled to any deduction, discount, suspension or set-off, within the agreed periods, but in no case later than 14 days after the invoice date. Payments must be made in Dutch currency by means of a transfer into the bank account to be stipulated by Crowe Peak. The day of payment is the day on which the amount due is credited to Crowe Peak's account.
2. Crowe Peak is at all times entitled to demand advance payments and/or adequate (prior) security by the Client with regard to the payment(s) due to Crowe Peak. If the required advance payment or security is not provided, Crowe Peak is entitled to suspend the performance of the Agreement, without prejudice to its other rights.
3. If the Client has not paid within the period referred to in the first paragraph, the Client is in default by operation of law and Crowe Peak is from that moment on entitled, without further notice of default and without prejudice to the other rights of Crowe Peak, to charge the Client the statutory (commercial) interest until the date on which payment is made in full.

4. All reasonable judicial and extrajudicial (collection) costs incurred by Crowe Peak due to the Client failing to fulfil its (payment) obligations will be payable by the Client. The Dutch Extrajudicial Collection Costs (Fees) Decree is declared not applicable by the parties. Crowe Peak reserves the right to claim the actual costs incurred.
5. If Crowe Peak believes the Client's financial position or payment record gives rise thereto, Crowe Peak is entitled to demand that the Client makes full or partial payment in advance without delay and/or furnishes (supplementary) security in accordance with the format to be determined by Crowe Peak. If the Client fails to produce the requested security, Crowe Peak, without prejudice to any other of its rights, will be entitled to immediately discontinue further execution of the Agreement, while the total amount owed by the Client to Crowe Peak, for whatever reason, will become immediately due and payable.
6. In the event of a joint assignment, the Clients are jointly and severally liable for the payment of the invoice amount, including costs and interest owed.
7. The Client is never entitled to any deduction or set-off against any claim it believes to have against Crowe Peak. If the Client believes that it can assert claims with regard to the Agreement with Crowe Peak, this does not relieve it of its own obligation to pay in the agreed manner and it is not entitled to suspend its payment obligation.
8. Payments made by the Client will at all times first be applied to settle possibly payable interest and costs and subsequently to pay the invoices due and payable which have been outstanding the longest, even if the Client states that the payment made relates to a later invoice.
9. Crowe Peak is entitled to suspend the fulfilment of all its obligations, including the delivery of documents or other matters to the Client or third parties, until all due and payable claims have been paid by the Client in full.

Article 12 Complaints

1. Complaints with regard to work carried out and/or the invoice amount must be submitted to Crowe Peak in writing within 90 days of the date the documents or information in respect of which the Client has a complaint were sent, and/or within 90 days of discovery of the shortcoming, provided the Client can demonstrate that it could not reasonably have discovered the shortcoming any sooner, failing which the Client forfeits his rights.
2. Complaints as referred to in the first paragraph do not suspend the Client's (payment) obligation(s) towards Crowe Peak, for whatever reason.
3. If the complaint is submitted in time and upheld, Crowe Peak can choose to have the fees charged adjusted or to have the rejected work improved or redone, free of charge, or decide to not have (or to no longer have) the assignment performed in full or in part, at a refund in proportion to the fee already paid by the Client.

Article 13 Notice of termination

1. The Client and Crowe Peak can terminate the Agreement at any time without observing a notice period.
2. Termination must be communicated to the other party in writing.
3. If the Agreement ends before the assignment is completed, the Client will owe the fee in accordance with the hours stated by Crowe Peak for work already performed and any work still to be performed in consultation, including costs.

4. If the Client terminates the Agreement in accordance with this article, Crowe Peak is entitled to compensation for all damage and costs, including all costs and investments made in connection with the assignment, cancellation of third parties engaged and the loss resulting from lower capacity utilisation.

Article 14 Liability and indemnifications

1. The limitations of liability included in this article do not apply if and insofar as there is intent or deliberate recklessness on the part of Crowe Peak.
2. Crowe Peak will carry out its work to the best of its ability and observe due care and attention as befits Crowe Peak. The obligations of Crowe Peak concern a best-efforts obligation.
3. Crowe Peak's liability is limited to a maximum of three times the amount of the fee that the Client has paid and/or still owes for the specific work performed under the assignment from which the error arises. For assignments that have a lead time of more than six months, the maximum referred to in the previous sentence is set at the relevant fee for work performed in the last six months. A coherent series of attributable shortcomings or wrongful acts counts as one attributable shortcoming or wrongful act. In the event of liability towards several Clients, Crowe Peak will not pay more to all Clients jointly than the relevant maximum.
4. The liability of Crowe Peak is in all cases limited to a maximum of the amount that is paid out under the (professional) liability insurance in the relevant case, including the amount of the policy excess.
5. Crowe Peak is not liable for indirect damage, including loss of profit, lost savings, damage due to business interruption and other consequential damage.
6. Crowe Peak is not liable for damage suffered by the Client in connection with the Client not providing documents or information to Crowe Peak, or not providing them on time, correctly or completely.
7. Crowe Peak is not liable for damage suffered by the Client in connection with Crowe Peak and the executing persons complying with the applicable laws and regulations, including rules of conduct and professional rules. Where appropriate, this applies regardless of whether any notification made should not reasonably have been made.
8. The Client is obliged to take measures to limit damage. Crowe Peak has the right to undo or limit damage by repairing or improving the work performed.
9. Crowe Peak will exercise due care when engaging third parties. Crowe Peak is not liable for errors made by these third parties.
10. Crowe Peak is not liable for damage in connection with the use of the Internet, e-mail, (electronic) means of communication, networks, applications, electronic storage or other systems, including damage related to delay, non-delivery, omissions, distortion, disclosure, interception and/or manipulation by third parties or damage caused in connection with used hardware and/or software or the transmission of viruses.
11. Insofar as a breach by the Client of its contractual or legal obligations or otherwise culpable actions by the Client, in the broadest sense of the word, results in Crowe Peak becoming liable towards third parties, the Client indemnifies Crowe Peak against all consequences of that liability. The Client, in any case, indemnifies Crowe Peak against all third-party claims in connection with the fact that the Client or someone on its behalf fails to provide the information or documents, fails to do so in time, correctly or in full. Third parties also include persons employed by or associated with Crowe Peak and third parties engaged in the assignment.

12. The Client indemnifies Crowe Peak against all third-party claims in connection with Crowe Peak's and the executing persons' compliance with the applicable laws and regulations, including rules of conduct and professional rules. Where appropriate, this applies regardless of whether any notification made should not reasonably have been made.
13. The indemnification referred to in this article also relates to all damage and costs and (legal) costs incurred by Crowe Peak in connection with such a claim.
14. The provisions of this article relate to both contractual and extra-contractual liability.

Article 15 Expiry date

1. Insofar as not stipulated otherwise in these General Terms and Conditions, rights of action and other powers of the Client, of whatever nature, towards Crowe Peak, will in any event expire one year after the moment the Client became aware of or could reasonably have been aware of the existence of these rights and powers.

Article 16 Other provisions

1. If any provision of the Agreement, including these General Terms and Conditions, is wholly or partially invalid, void and/or unenforceable, this will not affect the validity of all other provisions thereof. In this case, the relevant provision will be replaced by a provision that approximates the content and scope of the original provision as closely as possible and that is valid.
2. If and insofar as any provision of these General Terms and Conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous character thereof, that provision will be given a meaning which, in terms of content and purport, is as similar as possible, so that it *can* be invoked.
3. If Crowe Peak carries out work on the Client's premises, the Client will provide a suitable workplace that complies with the statutory working conditions standards and other applicable regulations.
4. The Client will not hire or ask any persons involved in the performance of the assignment and employed by or associated with Crowe Peak to enter the employment of the Client or third parties, whether or not temporarily, directly or indirectly, or to carry out work, directly or indirectly, for the benefit of the Client or third parties, as an employee or otherwise.
5. All rights and obligations arising from the Agreement, including these General Terms and Conditions, which by their nature and/or purport are intended to continue to apply after the termination of the Agreement will remain in full force after the termination of the Agreement.
6. The Client is not permitted to transfer rights and obligations arising from or related to the Agreement to a third party without Crowe Peak's written consent. The Client, in addition to this third party, at all times remains jointly and severally liable for the aforementioned obligations.
7. These General Terms and Conditions are also stipulated for the benefit of all natural persons and legal entities, including persons employed by or associated with Crowe Peak and third parties, who are engaged by Crowe Peak in the performance of the assignment. They can therefore directly rely on the provisions of these General Terms and Conditions.
8. In the case of disputes about the interpretation between the Dutch text and the English text of these General Terms and Conditions, the Dutch text will be binding.

Article 17 Applicable law and choice of forum

1. All legal relationships between the Client and Crowe Peak are subject exclusively to Dutch law.
2. All disputes relating to legal relationships between the Client and Crowe Peak fall under the exclusive competence of the competent court in Rotterdam.