

taxato

GENERAL TERMS AND CONDITIONS

Filed with the Chamber of
Commerce in Amsterdam
under number 97461091.

General Terms and Conditions of TAXATO

Date: 23-06-2025

Registered Office: Bussum

Address: Torenlaan 5b, 1402 AT Bussum

Chamber of Commerce Number: 97461091

1. Definitions and Applicability

1. These general terms and conditions apply to all services, quotations, and agreements of TAXATO, unless expressly agreed otherwise in writing.
2. "TAXATO" refers to the company, and "Client" refers to the third party.
3. These terms also apply when TAXATO engages third parties for the execution of tasks.
4. The agreements between TAXATO and the Client are considered contracts of assignment as referred to in Article 7:400 of the Dutch Civil Code.
5. The Client agrees to these terms and conditions, having had the opportunity to review and accept them.
6. Any general terms and conditions of the Client are expressly rejected and do not apply.
7. If any provision of these terms is invalid or unenforceable, the remaining provisions remain in full force and effect.

2. Offers

1. All offers from TAXATO are non-binding unless explicitly stated otherwise.
2. Documents accompanying an offer remain the property of TAXATO and must be returned upon request.
3. Sending offers does not obligate TAXATO to accept an assignment.
4. Offers are valid only for the specific case described therein.

3. Agreement

1. An agreement is binding for TAXATO only after written acceptance or confirmation.
 2. TAXATO reserves the right to refuse an assignment without stating reasons.
 3. Subsequent amendments are binding only if confirmed in writing.
 4. In the absence of a written confirmation, the description on the invoice is considered correct.
 5. Agreements are entered into under the condition that the Client is deemed creditworthy by TAXATO.
 6. TAXATO may require security for the performance of the Client's obligations.
 7. TAXATO may engage third parties for the execution of the assignment after consultation with the Client.
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4. Execution of the Agreement

1. TAXATO will make reasonable efforts to perform the agreed services within the agreed timeframe.
 2. Deadlines are indicative and not binding.
 3. Exceeding the deadline does not entitle the Client to cancellation, suspension of payment, or compensation.
 4. TAXATO may subcontract work to third parties if necessary.
 5. The Client must provide all necessary information timely.
 6. TAXATO is not liable for damages resulting from incorrect or incomplete information provided by the Client.
 7. If adjustments are necessary during execution, parties will consult in a timely manner.
 8. Changes or extensions during execution are at the Client's expense.
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5. Prices

1. Prices are exclusive of VAT and other levies, and are in euros.
2. TAXATO is entitled to adjust prices in case of cost increases, in accordance with legal provisions.

6. Force Majeure

1. Force majeure refers to any circumstance beyond the control of the parties that makes performance temporarily or permanently impossible.
2. In case of temporary force majeure, TAXATO may suspend performance as long as the force majeure continues.
3. In case of permanent force majeure, parties will consult to dissolve the agreement and make arrangements regarding the consequences.
4. TAXATO is entitled to payment for services rendered prior to the occurrence of force majeure.
5. The party invoking force majeure must notify the other party as soon as possible.
6. If TAXATO has partially fulfilled its obligations at the time of force majeure, it is entitled to invoice that part separately.

7. Intellectual Property and Third-Party Rights

1. All documents remain the property of TAXATO.
2. The Client guarantees that the use of provided materials does not infringe upon third-party rights.
3. The Client indemnifies TAXATO against claims from third parties.

8. Liability

1. TAXATO's liability is limited to direct damages.
2. Compensation is limited to the amount paid out by the liability insurance or the agreed fee.
3. Direct damages include:
 - Reasonable costs to determine damage
 - Reasonable costs to repair defective performance
 - Costs to prevent or limit damage
4. TAXATO is not liable for indirect damages such as consequential loss, lost profit, or business interruption.

9. Complaints

1. Complaints must be submitted in writing within ten (10) days after delivery.
2. Complaints about invoices must be submitted within ten (10) days after the invoice date.
3. After these periods, services and invoices are considered accepted.
4. If a complaint is justified, TAXATO will, at its discretion, re-deliver the service or offer compensation.
5. A justified complaint suspends the payment obligation until the complaint is resolved.

10. Payment

1. Payment must be made within twelve (12) days after the invoice date to a designated account.
2. Payments are first applied to interest and collection costs, then to the oldest outstanding invoices.
3. TAXATO may terminate the agreement and demand immediate payment in case of:
 - Bankruptcy, suspension of payment, or attachment of the Client
 - Death or guardianship of the Client
 - Non-payment or late payment
 - Non-compliance with the agreement

11. Interest and Costs

1. In case of late payment, the Client is in default and owes 1% interest per month or the statutory commercial interest rate, whichever is higher.
2. All judicial and extrajudicial costs are for the Client's account. Extrajudicial costs amount to at least 20% of the outstanding amount.

12. Privacy

1. TAXATO collects and processes personal data in accordance with its privacy statement and the General Data Protection Regulation (GDPR). The privacy statement can be found at: www.taxato.nl
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13. Applicable Law

Dutch law applies to all agreements to which these terms and conditions apply.

14. Complaints and Disputes

1. Dutch law applies to all agreements between the Appraiser and the Client and to these General Terms and Conditions. The applicability of the Vienna Sales Convention is expressly excluded.
2. For complaints related to the actions or omissions of an Appraiser in violation of the Federation TMV Code of Conduct, an independent institution has been established: the Stichting Kenniscollege Roerende Zaken (Stichting KRZ). Complaints must be submitted in the manner specified on the Stichting KRZ website, see www.stichtingkrz.nl.
3. When the complaints procedure is not used or a complaint is not resolved thereby, all disputes arising from or related to an agreement between the Appraiser and the Client or the formation of an agreement or these General Terms and Conditions will be submitted exclusively to the competent court of the Appraiser's place of residence or establishment, unless otherwise provided by law.

taxato

Torenlaan 5B
1402 AT, Bussum
The Netherlands
www.taxato.nl

Johan Schuurman

Mobile +31 6 22 93 46 94

E-mail johan@taxato.nl

CoC number 97461091

VAT number NL003738669B91

All our transactions are subject to the general terms and conditions filed with the Chamber of Commerce in Amsterdam under number 97461091.