

# GENERAL TERMS AND CONDITIONS OF GGN

## for Collections with ONLINE delivery



### A. Definitions and general provisions

1. In these Terms & Conditions, the following terms shall have the definitions given below:

- a. GGN: GGN Mastering Credit N.V., with principal place of business in Utrecht, the Netherlands, Chamber of Commerce number: 17240971.
- b. The Client: the natural person or legal entity requesting that GGN perform services for it.
- c. MijnGGN: the website (client portal) that GGN provides for claim transfers, management and information.

(Scope)

2. These terms and conditions shall apply to all agreements and quotations for provision of services in the area of:

- a. collection of claims;
  - b. performance of official acts;
- all of the above in the broadest senses of these words.

(Derogating clauses)

3. GGN and its affiliated bailiffs shall never be obligated to accept collection and/or other work (barring its statutory obligation to perform official duties as referred to under 2(b) above). Orders may be accepted after registration online at [www.ggn.nl/incasso](http://www.ggn.nl/incasso). GGN shall be entitled to refuse orders without indicating the reasons why.

(Right to amend the General Terms & Conditions)

4. GGN reserves the right to amend the General Terms & Conditions.

(Rejection of the general terms and conditions of the Client)

5. The applicability of any terms and conditions used and referenced in any way by the Client is hereby expressly rejected, unless expressly accepted by GGN in writing.

(Prevailing agreement)

6. In the event of a conflict or incompatibility between these General Terms & Conditions and the provisions of the agreement or online offers, these General Terms & Conditions shall prevail, unless expressly agreed otherwise by the Parties in writing.

### B. Collections

1. By placing a claim collection order with GGN, the Client authorises GGN to perform – on the behalf of the Client – any and all collections and legal activities that GGN deems necessary and/or expedient. This authorisation shall include at least the following:

- a. contacting the debtor by various channels (writing, email, telecommunications and/or visits), including sending the 14-day letter prescribed by the Decree on fees for extrajudicial collection costs (the ‘Besluit vergoeding voor buitengerechtelijke incassokosten’);
- b. charging the debtor interests and costs;
- c. receiving funds;
- d. entering into a reasonable payment arrangement in light of the circumstances at hand;
- e. taking the action deemed appropriate if after consulting the Digital Attachment Register, it appears reasonably foreseeable, unless circumstances change, that the claim will not be recoverable from the debtor within three years after said consultation;
- f. arranging the institution of proceedings with courts, arbitration tribunals, etc., including declaration proceedings; GGN shall only institute proceedings if the outstanding claim (including collection costs and interest) is greater than €100;
- g. serving of writs and seizure of goods by a bailiff;
- h. public serving of documents and posting of any required notices.

2. GGN shall not accept liability for any currency losses.

3. Without prejudice to the provisions of Article 11(b) of the Dutch Bailiffs Act (the ‘Gerechtsdeurwaarderwet’) in conjunction with Article 12(1) of the Bailiff fees decree (the ‘Btag’), GGN shall be entitled/obligated to request an advance for its work and any expenses paid or to be paid by GGN. This advance may be settled with the Client in the interim or on settlement of the collection order. The settlement time shall be entirely at the discretion of GGN.

4. Payment shall be deemed complete when the debtor has settled the claim with GGN or directly with the Client, or with third parties on behalf of the Client. Consideration that the debtor agrees to provide to the Client and that the Client accepts or compensation for claims or return of the goods supplied shall be deemed equivalent to payment.
5. Every payment made by or on behalf of the debtor shall first be settled against the expenses incurred by or on behalf of GGN, the extrajudicial collection costs plus the interest on these and the court costs, then against other interest and finally against the principal.
6. If the Client cancels a collection order, enters into a payment arrangement or settlement with the debtor without the knowledge of GGN, foregoes further collection activities or fails to provide GGN with information despite requests for such, GGN shall be entitled to charge collection costs on the claim submitted for collection as if it had been recovered in full.
7. In the event of multiple clients, they shall bear joint and several liability for performance of the obligations.
8. If the Client places a collection order, GGN shall be entitled to enlist third parties, including bailiffs, attorneys, civil-law notaries or information providers, to perform official acts or other services, execute enforcement orders, conduct court proceedings and/or provide information. The Client shall pay GGN for these costs.
9. In the event of actual enforcement, GGN shall manage the organisation of said enforcement. This means that GGN shall decide which third parties will assist GGN in this work. In the event of eviction, GGN shall select the mover and locksmith. The Client hereby authorises GGN to enter into agreements on behalf of the Client with removers, locksmiths and/or any other third parties selected by GGN whose assistance GGN deems desirable in the eviction. This may also include orders placed on behalf of the Client to store and destroy movable goods, by virtue of custody. The Client shall therefore have a direct agreement with said third parties, by virtue of which the third parties shall invoice the Client. The Client shall pay the invoiced costs at the earliest request.
10. Settlement and invoicing with the Client shall be carried out after completion of the collection project. GGN shall not provide the Client with any enforcement orders.

### C. Interruption of the limitation period

Interruption of the limitation period on a claim shall require a written agreement with the Client.

### D. Debt monitoring

1. 'Debt monitoring' is the monitoring of monetary claims against natural persons that have already completed the collection process at GGN and that GGN has written off as irrecoverable, in whole or in part.
2. Once the Client has settled and paid the invoice, GGN shall select cases based on 'grounds for settlement' and principal amounts and accept the suitable cases for debt monitoring. After this, the cases may be viewed on MijnGGN.
3. The Client hereby grants GGN full power of attorney to enter into payment arrangements and settlements on behalf of the Client, in full and final settlement, and to perform all activities to achieve total or partial collection of the claims. GGN may close files without indicating the reasons why. The decision on this shall be entirely at the discretion of GGN.
4. GGN shall decide whether and when to issue reminders, serve summons and take enforcement measures, and if so, which ones. The Client shall extend all cooperation that GGN deems necessary in the processing of the case. This shall include provision of bailiff's copies, original documents and information at the earliest request of GGN and making available persons for consultation and/or personal appearances at the earliest request of GGN.
5. If the Client receives funds directly from the debtor during the debt monitoring phase, the Client shall notify GGN of such immediately. These payments shall be deemed collection results achieved by GGN.
6. The Client shall be entitled to request the return of claims accepted for debt monitoring by GGN. In such cases, GGN shall be entitled to charge the Client any and all costs and expenses incurred in the case in question. The Client shall cover these. Moreover, GGN may also settle the case with the Client financially as if the claim had been paid in full (except for the aforementioned costs and expenses).
7. In light of the nature of this service, GGN shall not be held liable for expiry of claims in debt monitoring. Therefore, GGN shall not be obligated to interrupt the limitation period on such claims.

## E. Obligations on the Client

1. The Client shall notify GGN immediately if the Client receives a payment in a current collection case, sends a credit note or receives returned goods, or of any other circumstance that may alter the amount to be collected.
2. The costs associated with any counterclaims or indemnification claims shall never fall to GGN, but rather shall always be covered by the Client.
3. The Client shall observe the confidentiality of any and all information it receives from GGN in the context of a collection order and shall not provide or disclose any such information to third parties.
4. The Client shall transfer claims for collection using the MijngGN portal, according to the instructions and guidelines from GGN.
5. The Client shall transfer all documentation needed for collections to GGN.
6. Once the Client has placed the collection order with GGN, the Client shall cease any further collection activities related to the transferred claims.
7. If the Client receives further documents or relevant information on the debtor after order submission, the Client shall immediately hand these over or send them to GGN.

## F. Rates

1. Our rates are set out in the 'PRICING POLICY for online collections'. This policy constitutes part of these General Terms & Conditions. The current policy is available at [www.ggn.nl/incasso](http://www.ggn.nl/incasso) and shall be sent at the request of the Client.
2. The rates indicated in the policy shall only apply if GGN provides the services for the Client within the Netherlands. Services that GGN provides to the Client in other countries shall be subject to different rates, which GGN shall make available on request.
3. GGN shall be entitled to amend its rates for non-official services at any time. In such cases, the Client shall be entitled to terminate the Agreement, including prematurely.
4. The Client shall not be entitled to premature termination of the Agreement if the rate change is the result of a government measure or regulations issued by the Royal Dutch Bailiffs Association (the 'KBvG').

## G. Settlement

1. For each file, GGN shall make monthly transfers of the interim funds received after deduction of the amounts falling to GGN. Funds shall be transferred to the Client if the transferable amount is at least €500.00. All funds falling to the Client shall be transferred to a single bank account number.
2. To prevent the full balance of receipts on the designated account at GGN having to be transferred to the receiver after bankruptcy of the Client, the Client has granted GGN irrevocable power of attorney to settle any and all amounts falling to GGN, with respect to earnings, costs and expenses (as well as any applicable VAT), both payable and non-payable, against the funds recovered in the cases of the Client, both before and after the bankruptcy date. An express declaration of settlement by GGN shall not be required for this, or shall always be deemed to have been issued before set-off. The accounts of GGN shall serve as the basis for calculating the allocation of funds in the designated account and shall constitute conclusive evidence. The earnings, costs and expenses (and any applicable VAT) incurred or entered in every case of the Client according to the records at GGN shall apply as the portion allocated to GGN from the funds received in each individual case of the Client that are in the designated account. The account statements provided to the Client (over MijngGN or otherwise) shall apply as declarations of settlement of earnings, costs and expenses (as well as any applicable VAT) against the funds received on the designated account. The Parties hereby agree that as soon as the order is placed, these data shall be deemed to have been available over MijngGN or otherwise, barring evidence to the contrary from the Client. The Client hereby irrevocably agrees to transfer of the funds, allocated as described, to the GGN office account. Neither the Client nor the receiver shall be entitled to claim the full balance on the designated account. GGN shall only transfer the balance remaining after transfer of the earnings, costs and expenses (and any applicable VAT) entered by GGN to its office account.

## H. Liability

1. For performance of its services, GGN shall only be under a best efforts obligation: it shall perform the services to the best of its knowledge and ability. GGN does not extend any guarantee that a desired result will actually be achieved at a particular time. Thus, GGN shall not be held liable for any specific collection result.

2. The work shall be performed at the expense and risk of the Client. The Client guarantees the legitimacy of the claims/files submitted.
3. Barring cases of intentional misconduct and/or gross negligence, GGN shall not be held liable for damage arising from errors, carelessness or negligence on the part of its employees or third parties performing work under assignment from GGN.
4. In cases of force majeure, GGN shall not be held liable for any resulting damages. 'Force majeure' shall mean: any and all circumstances beyond the control of GGN that temporarily or permanently prevent performance of the agreement.
5. In particular, force majeure shall include war, the threat of war, riots, strikes, transport difficulties, fire, technical and/or computer failures or other serious disruptions in the operations of GGN or those of third parties enlisted by GGN. In cases of force majeure, GGN shall be entitled – at its discretion – to extend performance of the order(s) by the duration of the force majeure or to terminate the agreement, to the extent that it has not yet been performed, without any obligation whatsoever on GGN to pay any compensation for damages.
6. Without prejudice to the provisions of this section, for official and non-official services rendered, GGN and its affiliated bailiffs shall never be held liable for an amount greater than the amount insured for financial loss under its professional indemnity insurance policy.
7. GGN shall perform its work in good faith to the best of its knowledge and ability, and shall not be held liable for the judicial and extrajudicial consequences of unjustified claims transferred to GGN for collection. Moreover, GGN shall not be held liable for the consequences of research and investigations used as a basis for erroneous decisions, regardless of the parties taking said decisions. Acceptance and the actual start of processing of claims for collection shall expressly entail the exclusion of any and all liability on the part of GGN.
8. The Client shall indemnify GGN against any and all third-party claims arising from the processing and collection – on behalf of the Client – of claims submitted by the Client.

## **I. Payment**

1. The amounts invoiced by GGN shall be paid in full, without any deductions or offsetting, within 14 days after the invoice date.
2. The Client shall submit any objection to an invoice in writing with indication of the reasons. The objection shall be submitted within 14 days after the invoice date and shall not release the Client from the obligation to pay the full invoice amount by the due date.
3. If the payment term is exceeded, GGN shall be entitled to charge interest at 1% per month, from the due date until settlement in full.
4. As soon as the Client is in default of payment of the claim, the Client shall owe 15% in collection costs (excluding VAT), calculated based on the total amount payable, subject to a minimum of €40 (excluding VAT).
5. Regardless of any contrary instructions from the Client, every payment from the Client shall first be applied to settle the extrajudicial collection costs and/or court and enforcement costs that the Client owes to GGN, then to settle any interest that the Client owes to GGN and finally to settle the oldest outstanding claim.
6. GGN shall be entitled to settle outstanding invoices using funds held by GGN for the Client, for whatever reason.

## **J. Term of the Agreement**

1. The Agreement is concluded for an unspecified term. The Parties shall be entitled to terminate the Agreement in writing after one year, with a period of notice of two months, unless expressly agreed otherwise in writing.
2. After termination of the Agreement, GGN shall still be entitled to process the claims in progress, taking into account the provisions of these General Terms & Conditions, until the date of settlement in full.
3. GGN shall be entitled to terminate any agreement prematurely and without notice if the Client acts contrary to one or more provisions of an agreement concluded with GGN and/or fails to comply with the applicable conditions.

## **K. Privacy**

With regard to the handling of personal data, GGN hereby affirms that it shall act in accordance with the applicable requirements arising from the General Data Protection Regulation (GDPR).

The objective of GGN in the processing of personal data is to operate a collection agency, including official and non-official services. GGN is a controller in the sense of the GDPR. For invoicing and debtor management activities, GGN is the processor.

## **L. Final clause**

1. Any and all disputes between the Parties shall be governed by Dutch law. The Dutch courts shall be competent to hear any and all disputes between the Parties unless the Parties jointly opt for alternative dispute resolution, mediation, a binding opinion, or arbitration.
2. GGN shall be entitled to conduct or commission occasional satisfaction surveys to improve the quality of its services.