

CCN Claims Corporation Network

General terms and conditions

Article 1 Definitions / Terms

In these terms and conditions CCN is defined as: Claims Corporation Network B.V., including its affiliated companies, regardless whether or not they operate under a different name.

Client: the natural or legal person CCN has accepted an order from or with whom CCN in any way is negotiating or has been negotiating about an order.

Article 2 Applicability

1. These terms and conditions apply to all agreements provided or to be provided to CCN and to all negotiations of orders, regardless whether or not an agreement is or has been concluded.
2. Deviations from these terms and conditions are only valid if they have been expressly agreed to in writing and only relate to the order for which they have been agreed upon. The deviations referred to are not applicable to previous or subsequent orders.
3. Applicability of terms and conditions of the client is excluded, unless explicitly agreed to by CCN in writing.
4. CCN reserves the right to deviate its terms and conditions. Any deviations shall be binding for both parties as from the day they are filed at the Dutch Chamber of Commerce in Rotterdam and will not affect the remaining provisions.

Article 3 Agreement

1. An agreement is concluded by the acceptance of the order by CCN. Title 7 of book 7 of the Dutch Civil Code applies to the order, with prejudice to any deviations in these terms and conditions. In the case of unclarity these terms and conditions will prevail.
2. If required, in derogation from Article 7: 404, CCN determines who is charged with the execution of an order, unless expressly agreed otherwise in writing at the acceptance of the order.

Article 4 Orders

1. In these terms and conditions an order is defined as: - expertise (determination of damage) - valuations (value determination), - research, - examination, - inspections, - advices – treatment of damage - arbitration.
2. If the assigned work is not mentioned in article 4.1, it will be specified in the agreement between the parties.
3. The results of an order may be used solely for the purpose for which the order was issued. When no specific purpose was agreed upon, the standard purpose for the result will be determinative.
4. The outcome of the order is exclusively for the client. Third parties can derive no rights from the outcome. Without expressly written permission of CCN, reports etc. may not be publicized unless CCN – with regard to the nature of the order – may be deemed to have approved of this.
5. CCN is, to the exclusion of any other, entitled to the use of the data collected in the execution of the order, as well as to its reports published and recommendations etc. CCN is entitled to exercise all intellectual property rights, even after the order has been canceled or completed.
6. CCN is only bound by the content of digital reports and recommendations if they fully correspond with the content of the original, and by CCN kept or stored documents.

Article 5 Obligations CCN

1. CCN will perform its services to its best effort. CCN will execute their orders to the best of their knowledge and ability and shall observe the due care of a good contractor
2. The assigned work will be executed entirely at the expense and risk of the client.
3. The experts associated with CCN will respect all the relevant professional rules. By submitting the order, the client accepts the obligations and restrictions imposed by the relevant professional rules.

Article 6 Experts

1. When required, CCN is free to – after consultation with the client – use external experts in the execution of orders. The related costs shall be borne by the client, unless explicitly agreed otherwise.
2. CCN is not liable for the investigation of the engaged expert(s).

Article 7 Obligations client

1. By commissioning an order the client declares to be authorized to enter into an agreement with CCN.
2. The client is obliged to inform CCN complete and correct about all relevant facts and circumstances required for the execution of the order and is obliged as well to forward all relevant documents to CCN.
3. When CCN is operating on behalf of insurance companies, the client shall ensure that the collection, storage and transfer of the relevant data and documents to CCN are in compliance with the Dutch Personal Data Protection Act and the ‘Insurance Industry Code of Conduct on Processing Personal Details’ (Gedragscode Verwerking Persoonsgegevens Verzekeringsbedrijf). The client also ensures that CCN is entitled to consult and process the data and documents.
4. Where CCN, its employees or third parties suffer damage resulting from the failure of the client to comply with the obligations described in the first and second paragraphs of this article, the client is obliged to compensate the damage and, if necessary, to indemnify CCN.

Article 8 End of the order

1. The order ends by fulfillment. CCN is free to terminate the contract prematurely or to suspend the execution if she sees any reasonable cause. In that situation, CCN shall – at their own choice – report verbally or in writing about its findings.
2. Premature termination or suspension by CCN is possible (i) if the client does not fulfill its obligations to CCN, (ii) if the client is declared bankrupt, applies for suspension of payment or if the company ceases activity or goes into liquidation (iii) if the client dies or – with legal persons – decides to dissolve or (iv) if CCN on other grounds fears that the client will not fulfill his obligations.
3. In the event of termination or suspension, the client – apart from its possible obligation to pay damages, costs and interest – to pay a reasonable wage and is obliged to compensate the costs incurred by CCN.

Article 9 Invoices and payment

1. All invoices from CCN, including interim and / or invoices for costs incurred must be paid within fourteen days subsequently to the invoice date. CCN will submit the final invoice at or as soon as possible after the submission of its report to the client.
2. All payments must be made without appeal to compensation, settlement, or discount, to the bank account designated by CCN or in another method to be designated by CCN.
3. If the client – after written demand – remains in default of payment, the client shall be liable for the extrajudicial costs, interest and judicial costs (including court costs and the costs of legal assistance) and all other costs incurred in collecting the claim. The extra-judicial collection costs shall amount to at least 15% of the amount owed by the client, such with a minimum of 200 Euro. If the client is a natural person not acting as an independent professional or business owner, the rates of the Dutch Extrajudicial Collection Costs Decree

(Besluit vergoeding voor buitengerechtelijke incassokosten) shall apply. In conclusion CCN is authorized to suspend the execution of the order

Article 10 Liability

1. The assigned work shall be executed entirely at the expense and risk of the client. When applicable, CCN shall also imply her superiors and her subordinates.
2. CCN shall in no event be liable for damages – in what way and in what form – caused by external experts or for the use of ancillary materials or data or documents originating from the client or third parties.
3. CCN shall in no event be liable for damages – in what way and in what form – attributable to the failure of the equipment used in executing the order, whether it is not functioning due to malfunction or external causes such as power outages.
4. The liability of CCN is limited to damage to persons and property, excluding damage to subordinates or property of the client. CCN shall never be liable for pure financial loss, consequential or indirect damages.
5. If CCN is assumed liable for damages towards third parties relating to the execution of the order, and this liability is excluded or limited in the above, the client is obliged to indemnify CCN of this liability.
6. Any legal proceedings against CCN shall expire after one year subsequently to the first revealing of the damage of which CCN is held liable for and in any event after a period of five years after the occurrence causing the damage.
7. Considered as client shall be the (legal) person of which CCN has concluded an agreement with, or whom is mentioned on the invoice and provided payment. CCN is solely liable for damages which the client suffers as a result of an attributable shortcoming by CCN and if the client furthermore proves that there has been gross negligence on the part of CCN. The consequences of not noticing technical defects, which could have been identified at a correct execution of the inspection, CCN solely accepts liability towards the client for direct damage on the inspected items and if no legal obligations of the supplier are applicable. CCN does not accept liability for latent defects, nor for damage resulting from the fact that CCN did not notice defects during the inspection because the client or a third party concealed or incorrectly provided information about the inspected object. The liability is in all cases limited to a compensation for the repair costs. CCN reserves the right to include the age and condition of the object by determining the amount of the repair costs.

Article 11 Applicable law and disputes

1. The conclusion of the order, including the negotiations, the execution and the fulfilment of the order shall be exclusively governed by Dutch law, if essential, explicitly ignoring the law which would be applicable according to the international private law of one of the parties.
2. In the event any dispute between the parties may arise concerning the conclusion of the order, including the negotiations, the execution and the fulfilment of the order, this dispute will be resolved by arbitration according to the Arbitration Rules of the Dutch Arbitration Institute. The place of arbitration shall be Rotterdam.
3. CCN is entitled – in deviation from the second paragraph of this article – to have disputes settled by court. When CCN chooses to bring a dispute to court, the court of Rotterdam has jurisdiction.

Article 12 Final provisions

1. These terms and conditions are filed with the Dutch Chamber of Commerce in Rotterdam on 2016 and are numbered..... The latest version is also available on our website: www.claimscorpnetwork.com
2. In the event of any conflict or inconsistency between the translations of the text of these terms and conditions the Dutch text will always prevail.