

General Terms and Conditions PensioenTijd

1. Definitions

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

- 1.1 PensioenTijd: the user of the general terms and conditions: PensioenTijd or one of its trade names: PensioenTijd, HypotheekTijd, and Geld voor Later, established in Veldhoven at Habraken 2601-2605 Businesspoint Schippersstop, 5507 TR.
- 1.2 Client: the natural or legal person to whom PensioenTijd has provided any quotation, made any offer, or with whom it has concluded an agreement.
- 1.3 Agreement: the agreement for services/contract of assignment.

2. General

- 2.1 These terms and conditions apply to all offers, activities, quotations, and agreements between PensioenTijd and a Client to which PensioenTijd has declared these terms and conditions applicable, unless the parties have expressly agreed otherwise in writing.
- 2.2 These terms and conditions also apply to all agreements with PensioenTijd for the execution of which third parties must be involved.
- 2.3 The Client's terms and conditions do not apply and cannot override these terms and conditions.
- 2.4 PensioenTijd is entitled to unilaterally amend the content of these general terms and conditions in the interim. In the event PensioenTijd proceeds with such an amendment, it will inform the Client thereof by providing the amended terms and conditions. The Client is entitled to object to the applicability of the amended terms and conditions within 30 days after being notified of such changes. In such case, the parties will consult on the content of the applicable terms and conditions. If the Client does not object, the amended terms and conditions shall govern the agreements made between the parties from the effective date specified by PensioenTijd.





3. Offers and Quotations

- 3.1 All offers and quotations are without obligation and based on the information provided by the Client, unless a period for acceptance is stated in the offer.
- 3.2 The Client guarantees the accuracy and completeness of the data provided at the start.
- 3.3 Any quotation made by PensioenTijd lapses after 14 days if it has not been accepted by the Client, unless stated otherwise.
- 3.4 The rates in the offers and quotations are exclusive of VAT, unless stated otherwise.
- 3.5 If the acceptance deviates from the offer included in the quotation, PensioenTijd is not bound by it. Any subsequent supplements or changes are binding on PensioenTijd only after explicit acceptance.

4. Assignment and Agreement

- 4.1 An agreement is deemed concluded at the moment PensioenTijd has accepted the assignment in writing, or has started its execution. PensioenTijd is authorized to refuse assignments given to it without stating reasons. PensioenTijd will carry out the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
- 4.2 The assignment, as described in the contract of assignment or in the quotation made by PensioenTijd, is carried out independently by PensioenTijd. PensioenTijd determines the manner in which the assignment/quotation is executed.
- 4.3 PensioenTijd is permitted, if necessary, to make use of third parties in the performance of the assignment. Costs incurred in connection with engaging such third parties will be charged to the Client.
- 4.4 If PensioenTijd or third parties engaged by PensioenTijd perform work at the Client's location or a location designated by the Client, the Client shall ensure that the facilities reasonably required by those workers are provided.





5. Modification of the Agreement

- 5.1 The Client accepts that the timeline of the assignment may be affected if the parties agree in the interim to expand or amend the approach, method, or scope of the assignment and/or the work arising therefrom.
- 5.2 If a fixed fee has been agreed, PensioenTijd shall indicate to what extent the modification or addition to the agreement will result in exceeding this fee.

6. Contract Duration and Execution Period

- 6.1 The agreement between PensioenTijd and the Client is entered into for a fixed period, which will be expressly and in writing agreed upon by the parties.
- 6.2 If, within the duration of the agreement, a term has been agreed for the completion of certain work, such term shall never be considered fatal. If the term is exceeded, PensioenTijd will notify the Client as soon as possible.
- 6.3 Provided this is justified according to standards of reasonableness and fairness, the Client may withdraw the assignment at no further cost in the event of a delay.

7. Fees and Payment

- 7.1 PensioenTijd is required to agree with the Client, at the conclusion of the agreement, on the method of remuneration for the services. This may be based on an hourly rate, a subscription, a fixed fee, or a combination thereof.
- 7.2 If remuneration based on an hourly rate is agreed, the fee will be determined by the actual hours worked. The fee is calculated according to the agreed hourly rate.
- 7.3 The fee is exclusive of VAT and, for assignments lasting more than one month, will be invoiced monthly together with VAT. For assignments lasting less than one month, the fee will be invoiced together with VAT after completion of the assignment.
- 7.4 If the agreement includes reimbursement of expenses, the same provisions as in the previous clause apply.
- 7.5 PensioenTijd is entitled to increase the hourly and subscription rates as well as the agreed fixed fee or combination thereof annually on January 1, in line with the consumer price index (CPI) series for all households, published by Statistics Netherlands (CBS), based on base year 2006 = 100, or according to a fixed percentage agreed upon by PensioenTijd and the Client.





- 7.6 Changes in government-imposed taxes and/or levies will always be charged to the Client. PensioenTijd is entitled to increase the agreed rates in the interim if, after concluding the agreement, increases occur in the costs of materials or services necessary for the execution of the agreement and/or other costs affecting PensioenTijd's cost price.
- 7.7 Payment must be made within 14 days of the invoice date, unless otherwise agreed and recorded. Objections to the amount of the invoice do not suspend the payment obligation.
- 7.8 If the Client fails to pay within 14 days or another agreed period, the Client is in default by operation of law. The Client will then owe statutory interest on the outstanding amount from the due date until full payment.
- 7.9 If the Client remains negligent in payment after a notice of default, the claim may be handed over for collection, in which case the Client, in addition to the total amount due, shall also owe extrajudicial collection costs determined at two points of the liquidation rate applied by the court.
- 7.10 If, in PensioenTijd's opinion, the Client's creditworthiness gives cause, PensioenTijd is authorized to suspend the provision of services until the Client has provided sufficient security for its payment obligations.
- 7.11 In the event of liquidation, bankruptcy, attachment, or suspension of payment of the Client, PensioenTijd's claims against the Client become immediately due and payable.

8. Termination

- 8.1 Both parties may terminate the agreement in writing at any time.
- 8.2 If the contract of assignment is terminated early by the Client, the Client is obliged to pay the invoices for work performed up to that point. The interim results of the work performed will then be made available to the Client under reservation.
- 8.3 If the contract of assignment is terminated early by the Client, PensioenTijd is entitled to compensation for demonstrable and reasonable loss of capacity, whereby the average monthly invoice amount up to that point shall be used as the basis for the remaining months of the contract.
- 8.4 PensioenTijd may only use its right to early termination if, due to facts and circumstances beyond its control or not attributable to it, completion of the contract can no longer reasonably be expected. PensioenTijd retains the right to payment for the work performed up to that point.





9. Liability

- 9.1 Any liability of PensioenTijd, as well as of its directors, employees, and persons engaged by PensioenTijd in the performance of the assignment, is limited to the amount paid in the relevant case under PensioenTijd's professional liability insurance, including any deductible borne by PensioenTijd. Information about the professional liability insurance will be provided to interested parties upon request.
- 9.2 If PensioenTijd's professional liability insurance as referred to in article 9.1 does not provide coverage in a specific case, the liability of PensioenTijd, its directors, employees, and engaged persons is limited to a maximum of the fee invoiced to the Client in connection with the assignment that gave rise to the damage. If PensioenTijd did not charge a fee for its services, its liability is limited to the premium charged to the Client by the provider.
- 9.3 The assignment is performed exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed for the Client.
- 9.4 PensioenTijd is never liable for damage suffered by the Client or third parties as a result of incorrect, incomplete, or untimely information provided by the Client.
- 9.5 PensioenTijd is never liable for any damage resulting from errors in the software or other computer programs used by PensioenTijd.
- 9.6 PensioenTijd is never liable for any damage resulting from the fact that emails or other messages sent by the Client did not reach PensioenTijd.
- 9.7 PensioenTijd is never liable for any damage resulting from the Client's failure to pay the premiums and/or interest due on financial products concluded through PensioenTijd's mediation.
- 9.8 If PensioenTijd advises on and/or mediates in financial products that include an investment component, it provides a forecast of the possible outcomes of such a product. This is only an indication. PensioenTijd is never liable for damages suffered by the Client or third parties resulting directly or indirectly from an unfavorable development in the value of financial products or from disappointing results, returns, or profitability. Furthermore, PensioenTijd is not liable for damage resulting from errors or inaccuracies in forecasts provided by third parties, including providers, regarding results, returns, or profitability.
- 9.9 The above does not affect PensioenTijd's liability for damage caused by intent or deliberate recklessness on the part of its subordinates.
- 9.10 The Client is only entitled to dissolve any agreement with PensioenTijd if PensioenTijd, even after proper notice of default, remains imputably in breach of its obligations toward the Client. Payment obligations incurred before dissolution and/or relating to services already provided must still be met by the Client.



10. Force Majeure

- 10.1 PensioenTijd is not obliged to fulfill any obligation if this is reasonably impossible for PensioenTijd due to changes in circumstances that existed at the time the obligations were entered into, which are beyond PensioenTijd's control.
- 10.2 A failure by PensioenTijd to perform an obligation is in any case not attributable and not at its risk in the event of default and/or shortcomings by its suppliers, subcontractors, carriers, or other third parties, in the event of fire, strikes or lockouts, riots or disturbances, war, government measures (including export, import, or transit bans), frost, and all circumstances of such a nature that compliance can no longer reasonably be expected from PensioenTijd.

11. Data Protection and Confidentiality

- Personal data provided by the Client to PensioenTijd will not be used or provided to third parties for purposes other than the execution of the assignment or for mailings, etc., unless PensioenTijd is obliged by law or public order in the course of its business to provide the relevant data to a designated authority.
- 11.2 If the Client objects to inclusion of their personal data in any mailing list of PensioenTijd,
 PensioenTijd will remove the relevant data from the file at the Client's first written request.
- 11.3 Each party is obliged to maintain confidentiality regarding all confidential information obtained from each other or from another source in the context of their agreement. Information is confidential if it has been communicated as such by the other party or if this follows from the nature of the information.

12. Applicable Law and Disputes

- 12.1 All agreements between PensioenTijd and the Client are governed by Dutch law.
- 12.2 PensioenTijd is affiliated with the Financial Services Complaints Institute (KIFID) under number 300.018335. Any dispute arising from quotations, offers, and agreements to which these terms and conditions apply may, at the Client's choice, be submitted for binding advice to the Financial Services Disputes Committee or to the civil court.
- PensioenTijd in advance submits to binding advice issued by the Financial Services Disputes Committee, provided that the financial interest of the dispute does not exceed €25,000 (twenty-five thousand euros). If the financial interest of the dispute exceeds this amount, PensioenTijd may choose not to cooperate with binding advice.