

## General Terms & Conditions Qllective Limited

**European Business Center**  
**Luchthavenweg 81**  
**5657 EA Eindhoven**  
**The Netherlands**  
(2<sup>nd</sup> May 2011)

### **1. Introduction**

- 1.1 These terms and conditions are meant for Clients in countries, not yet covered by Qllective partners of the Qllective network, with open debts in countries which are covered by Qllective partners
- 1.2 Qllective Ltd. will act as the Qllective partner in Client's country
- 1.3 These terms and conditions are binding upon all accepted instructions -and the execution thereof by one of the Qllective partners- of Clients by Qllective Ltd.
- 1.4 An agreement between Qllective Ltd. and client is only valid, if either by client (written) provided instruction is confirmed by letter by Qllective Ltd., or an instruction is actually handled by one of the Qllective partners.
- 1.5 Variations to these General Terms and Conditions, or to any provision of an Agreement, are binding only if agreed expressly in writing and refer to the Agreement only.
- 1.6 Possible Purchasing Conditions of Client are not binding on Qllective Ltd., nor on the Qllective partners.

### **2. Definitions**

- 2.1 Agreement: any agreement (including possible amendments and additions) between Qllective Ltd. and Client
- 2.2 Client: the party which enters an Agreement with Qllective Ltd.
- 2.3 Collected amounts: payment(s), which Qllective Ltd. receives from the debtor, or third parties, including the payment(s), the clients receives directly
- 2.3 Debtor: the one, on whom the client states to have an open debt
- 2.4 Partner: Qllective debt collection partners, covering a certain region within a country

### **3. General Conditions**

- 3.1 Qllective Ltd., and the Qllective partner, will act under orders of client and for the account and risk of client.
- 3.2 The Qllective partner will perform the debt collection activities in the nature of a best efforts obligation. Neither Qllective Ltd., nor the Qllective partner can guarantee, a specific result will be achieved.
- 3.3 Client will provide Qllective Ltd. with all information necessary to perform adequate debt collection. Client warrants the information is correct, complete and reliable.

#### **4. Commission/tariffs**

- 4.1 The Qllective Ltd. tariffs shall be quoted in the Agreement and/or in the applicable overview of tariffs
- 4.2 Qllective Ltd. may change her tariffs at any time by issuing a new list of tariffs. The new tariffs will be valid for all new open debts handed over to Qllective for collection by a Qllective partner.
- 4.3 Concerning Legal procedures:  
If the debtor does not pay within the amicable phase, the open debt will be assessed financially and legally. When starting the Legal procedure, we will ask for an advance payment to cover the Legal costs.  
In case of full collection (including Legal costs), the advance payment will be reimbursed. If the procedure does not lead to collection, the costs will be settled with your advance payment.
- 4.4 When Qllective Ltd. requests an advance payment from Client to cover foreseen legal costs and/or disbursements by the Qllective partner, the Qllective partner is not bound to start or continue the instructed actions, before the requested advance payment is received by Qllective Ltd.. Qllective Ltd., nor the Qllective partner, is not liable for the consequences of the possible resulting delays of the execution.
- 4.5 Qllective Ltd. has the right to invoice client with her commission, according to the tariffs as mentioned in these General Terms & Conditions, over the open amount as instructed, if client should –without the knowledge of Qllective Ltd- settle with the debtor, cancel the instruction for debt collection or does not react to Qllective Ltd. despite formal notice.
- 4.6 Qllective Ltd. has the right to have a different agreement with Client, regarding the tariffs as set in these General Terms & Conditions, without affecting the other conditions.
- 4.7 Qllective Ltd. is authorised to settle collected amounts from debtors with open amounts from Client with regard to commissions, costs and/or disbursements, as well as in the concerning file as in other files.

#### **5 Payment**

- 5.1 The payment term of an invoice of Qllective Ltd. is 14 days after invoice date. Client is not entitled to any set-off, deduction or suspension of payment. In the absence of timely payment, Client will be in negligent omission. Qllective Ltd. is from the due date until the day of full payment indebted with a remuneration of 1% interest per month over the mentioned total amount.
- 5.2 The damage Qllective Ltd. will have in order to receive payment of her invoice, is to be paid by the client. To this damage belongs at least the extra-judicial costs Qllective Ltd. had to make, which are set to 15% (with a minimum of € 49,00) over the mentioned total amount of the invoice, as well as all judicial costs.
- 5.3 All mentioned tariffs, commissions, expenses, costs and/or disbursements as mentioned in these General Terms & Conditions are excluding VAT, unless specifically mentioned otherwise.

## **6**     **Confidentiality**

- 6.1     The Client will keep all information and data of which it becomes aware within the framework of performing the Agreement confidential and will not disclose it to any third party without written permission from Qllective Ltd.
- 6.2     In the event of breach of the previous paragraph, the Client will forfeit a penalty due on demand of € 25,000,- per breach, which penalty will not affect any obligation of the Client to pay compensation.

## **7**     **Liability**

- 7.1     Qllective Ltd. is not liable for any damage, resulting from the realization and/or the execution of the Agreement between Qllective Ltd., the Qllective partner and Client.
- 7.2     Exclusively in the case of intent or deliberate recklessness, the in 6.1 admitted exclusion of liability will not be applicable. In all cases is every liability of Qllective is limited to the amount, that in relevant case will be paid out by the profession indemnity insurance company.
- 7.3     Qllective Ltd. has the right to communicate with clients and third parties via means of communication as for example internet, e-mail and mobile phone; for infringement thereupon by thirds Qllective Ltd. cannot guarantee. For eventual damages resulting from infringement on communication by client, Qllective Ltd. is not liable.

## **8**     **Law and disputes**

- 8.1     Upon every agreement between Qllective Ltd. and her clients, exclusively Dutch Law is applicable.
- 8.2     All disputes between Qllective Ltd. and client will be submitted to the authorized judge in The Netherlands, or any other Court as preferred by Qllective Ltd.