



## **A. Extrajudicial Phase**

*Extrajudicial is defined as the out-of-court debt collection whereby no dispute from the debtor has occurred.*

### **Contingency Fees**

#### **Scenario 1:**

Debtor pays at the principal amount or less:

- Payment collected up to \$24,999 = 20%
- Payment collected between \$25,000-\$49,999 = 17.5%
- Payment collected between \$50,000-\$99,999 = 15%
- Payment collected greater than \$100,000 = 12.5%

#### **Scenario 2:**

Debtor pays interests and costs on top of principal payment:

- Payment collected up to \$24,999 = 17.5%
- Payment collected between \$25,000-\$49,999 = 15%
- Payment collected between \$50,000-\$99,999 = 12.5%
- Payment collected greater than \$100,000 = 10%

Due to our vast experience since 1952, we have two scenarios because we always aim to recover interest and costs, in addition to the full principal amount.

**Note that any interests or costs collected stays with Bierens. Contingency is only applicable for undisputed claims.**

## **B. Litigation, Disputes, and other Legal Services**

*Litigation is defined as Bierens commencing legal action against a company/consumer.*

*Dispute(s) is defined as a disagreement or an argument about one's goods or services whether justified or not. (e.g., a debtor believes that the products/services you provided were not of good quality or the debtor claims that only partial delivery has been made).*

*Bierens may at its complete discretion bill hourly fees in order to continue the client's case. If at that time, we will inform the client about the costs and it is at the client's consent if they wish to move forward or not.*

### **C. Success Fees**

In the event of a collection made pertaining to section B, the extrajudicial contingency fees defined as in section A will also apply.

### **D. Returned Goods**

In the event that goods are returned, we will charge you 50% of our contingency rates over the value of these goods.



**E. Invoices older than 12 months on average**

In the event that the transferred invoices are older than 12 months on average, the obtained funds will be attributed proportionally to the capital sum on the one hand, and the interest and debt recovery costs on the other hand. You will then receive a percentage of the capital sum that has been paid. In calculating the beforementioned amount, the interest will amount to 1% per month and the debt recovery costs will amount to 15%.

**TERMS AND CONDITIONS**

1. Fees

The recovered amount is to be considered once Bierens has sent the order confirmation and/or first demand letter, regardless of who has made the effort an irrespective of when the debt collection is terminated.

2. Payments

The client gives full permission to Bierens to collect and apply the monies paid by the debtor to Stichting Dergengelden Bierens Incasso Advocaten to payment and settlement of (third party) invoices, legal fees, and costs. Our firm may send interim (third party) invoices if necessary.

In the event of a collection and payment made directly to the client, an invoice will be issued, and payment of our invoice will be made no later than 14 days after the invoice date.

3. Costs in case you decide to withdraw your collection case

If you withdraw your case or if we are otherwise prevented by you from continuing the case, we are entitled to send you an invoice for the interest and costs as we have charged them to the debtor. Under particular circumstances, strict application of this could lead to unreasonable results. However, it is entirely up to us to moderate our invoice if necessary.

4. Disputes

In the event of a dispute with a non-Dutch client, the Court of the place of business of the client, as well as the District Court of Amsterdam have jurisdiction.

5. Liability

**Liability**

1.1 If and insofar as during the course of the performance of a contract liability to Bierens arises due to Bierens, that any liability, with exception of an intentional act or gross negligence on the part of Bierens, its directors is limited to the amount which is paid out by Bierens' insurer under Bierens' applicable liability policy in the matter concerned, plus the amount of the deductible.

1.2 Bierens carries professional liability insurance for amounts which exceed the amounts prescribed by the Dutch Bar Association.



- 1.3 Any liability (and thereby the total liability), also if Bierens' insurance policy does not provide coverage, regardless of the basis and size thereof, is limited to the amount of the invoiced fee (not including VAT), with a maximum of €20,000.00.
- 1.4 Bierens expressly excludes liability for consequential losses. In any event, Bierens expressly but not exclusively excludes any liability for loss of profit, loss of turnover, lost savings, compromised goodwill or similar losses however these arose, labor costs, loss owing to stoppage and loss due to business interruption and/or production loss, interest and (legal) costs for third parties, fines incurred by the client, its employees and persons assigned to the client, and losses by whatever name (direct, indirect, consequential losses).
- 1.5 Claims against Bierens related to any alleged liability of Bierens, shall be submitted to Bierens in writing and substantiated as soon as possible, but definitely within one month after it arose.
- 1.6 Any legal action, at the risk of forfeiture, shall be referred to the Court competent in accordance with these conditions by no later than one year after the complaint has been submitted.
- 1.7 If Bierens has engaged the services of third parties (interpreters and/or translators, sheriffs, other lawyers, or experts) in the course of carrying out its assignment, it is not liable for any mistakes made by these third parties. If an engaged third party wishes to limit its liability, the client grants Bierens authority to accept this limitation of liability on its behalf.

## 6. Code of Conduct

Our debt collection attorneys work in accordance with the guidelines as set out by the Association of Debt Collection Lawyers (VIA), in accordance with the code of conduct of the Dutch Law Association (NOVA).



**Client's agreement**

The client hereby agrees that the claims against debtors, handed to Bierens European Collection Attorneys and its subsidiaries for collection, will be dealt with in accordance with the above-mentioned fees and terms.

Signatory's Name \_\_\_\_\_

Company \_\_\_\_\_

Place (city/town) \_\_\_\_\_

State \_\_\_\_\_

Postal code \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_