



post Curacao      po box 8255 Willemstad, Curaçao  
post Netherlands      po box 3031 2601 DA Delft, Netherlands

tel. Curacao      +599 9 841 27 27      mail      info@nakaminda.net  
tel. Netherlands      +31 85 20 11 411      internet      www.nakaminda.net

## **General terms and conditions**

### **1. Application**

- a. These terms and conditions will apply to all of our offers and to all activities commissioned to us and accepted by us in the broadest sense of the word, provided if and when we have agreed differently in writing with the client.
- b. These terms and conditions will apply to all branch offices and subsidiaries, as well as all legally registered trade names of *Na Kaminda*, both in the homeland and abroad.
- c. For specific parts of our services, additional conditions may apply; in that case, these will be part of our general terms and conditions. If any additional conditions apply to one of our services, they will be disclosed explicitly to the client in writing.
- d. The elimination and/or nullity of any term of these conditions do not affect the validity of the remaining conditions.
- e. General terms and conditions introduced by the client will be distinctly declined.
- f. The management reserves the right to amend these general terms and conditions without further notice.  
The validity applies to the most recent version always, which is at client's disposal via our website and on request immediately available both digitally and in print.
- g. Signing or taking notice of these general terms and conditions, either in writing or by our referral in our e-mail, or correspondence otherwise, the client agrees with the full contents hereof, not restricted to prospective exclusions, at which *Na Kaminda* makes the final decision.

### **2. Duration of the agreement and authorization**

- a. An order should firstly be regarded as accepted by *Na Kaminda* after receipt of our written order confirmation, or with the absence thereof, after we have commenced with the commissioned activities.
- b. The client has no authority over the manner in which an individual order or part of the order should be executed by *Na Kaminda* to reach the desired ultimate goal.
- c. The client is prohibited, without prior consent in writing by *Na Kaminda*, to provide any equal factual and content concerning information to third parties about the execution of procedures and method of operation. Violation of this clause will be fined with a minimum of € 15,000 immediately claimable, substantially increased if damages appear demonstrably higher.
- d. Every order is granted to us by the client for an indefinite time.

### **3. Data provision**

- a. The client commits to providing information and/or documents that we deem necessary for the adequate execution of the concerning order, within 14 days after our request.
- b. If and when *Na Kaminda* should not receive the requested information within fourteen days after our second reminder or reminder e-mail of our initial request, without written confirmation to us that client is unable to provide requested information timely, the client will be considered to have annulled the execution of the separate concerning order, or a part thereof, in which case the stipulated in clause 6.b. is applicable.

### **4. Privacy statement**

- a. The privacy statement as published on the *Na Kaminda* website is an integrated part of these general terms and conditions. By signing these terms and conditions, you explicitly consent to the use and processing the provided personal data as described in our privacy statement effective from May 25, 2018.

### **5. Payment**

- a. Unless expressly agreed upon, the client shall effect full payment before the order is executed. At any time, the determined fee excludes additional or unexpected costs, such as costs from governmental organizations, couriers, additional or undetermined services, costs from third parties, additional hourly or traveling expenses, etc., unless this clearly concurred differently in writing. Charged banking fees for international payments will be fully charged to the client.
- b. If and when the collectable amount of the order has not been paid in full on the due date, the client is in default of single payment term without requisition of any notification or notice of default. This applies to the stipulation in clause 3.b. only, in the case the concerning order has not been canceled
- c. In the case of an annulment or adjournment by the client, as described in clause 6.b., the terms and payment conditions of clause 6.b. are applicable.
- d. Also, the client is bound to compensate us for the legal compound interest from the day the claim is due until the day of the full payment, as well as judicial and extrajudicial costs that we encounter collecting the amounts due.
- e. In the case of liquidation, bankruptcy or suspension of payment of the client, the obligations of the client will be immediately integrally due.



## 6. Termination

- a. *Na Kaminda* is entitled, with notice of reasons, to prematurely terminate every order accepted by us or adjourn the execution of the order indefinitely without considering the stage of execution the order is in, and without this indefinite adjournment involving any obligation for compensation or restitution for us.
- b. The client is entitled to annul every single order or part thereof in writing without any notice of reasons, and accordingly, to terminate prematurely or to adjourn the order concerned at any stage of the execution. In that case, the client remains indebted for the amount determined at the commencement of the order. *Na Kaminda* is entitled to immediately invoice the incurred costs, plus the costs of the incurred working hours, and to request for justified immediate payment.

## 7. Liability and claim

- a. We explicitly decline any liability for damages as a result of our services and/or neglect by our staff, or natural or legal persons who we hire or commission during the execution of the order, unless these activities or neglect can be considered as intentional or gross negligence by us and/or our managers.
- b. To shield themselves from potential liability, our staff can call on the stipulation stated in clause 7.a.
- c. The client indemnifies *Na Kaminda* against all claims for compensation of third parties as intended in clause 7.a
- d. Also, any liability is excluded for damage as a result of the loss or misplacement of printed or electronic documents, whether or not due to *Na Kaminda*, as well as the immigration services and/or other organizations and public bodies.
- e. *Na Kaminda* aims to execute the determined activities to their best understanding and ability according to the demands of professional expertise, all this in accordance to what may be expected given the tasks assigned. This obligation is characterized as an obligation with the best endeavors, as we cannot guarantee the outcome of the service provided by us.
- f. The client is responsible for the validity and completeness of the information and/or documents provided to us. *Na Kaminda* is not responsible or liable for damage caused by incompleteness or inadequacy of the information and/or documents provided by the client.
- g. Towards client, we are only liable for damage that results directly from our accusable shortcoming during the execution of the agreement, if and when under standard professional expertise and experience and considering the standard attention and professional execution the damage could have been prevented.

## 8. Adjourment

- a. In any case, the client is not entitled to adjourn any payment (or part thereof) or claim any effected payments (or part thereof) unless the law authorizes him for this.

## 9. Compensation

- a. The client is not permitted, without explicit consent, to offset any indebted amount or a part thereof with any amount we are indebted or possibly will be indebted to him.

## 10. Disputes

- a. The Dutch law is exclusively applicable to all our offers, our agreements, and all subsequent obligations and activities.
- b. Considering the stipulation in clause 100 of the Code of Civil Legislation all disputes will be settled by an authorized court and judge in our business location.
- c. In case of disputes on the interpretation of these terms and conditions, the Dutch version and the Dutch language prevail.

## 11. Expiration

- a. Claims on *Na Kaminda* expire after one year after the realization of the legal relationship.