

evofenedex Terms and Conditions of Membership **14 October 2024**

Concerning payment of contributions by members and subscribers, established by the General Board of 'Vereniging evofenedex', filed with the Chamber of Commerce and Industry for Haaglanden in Zoetermeer under no. 40408834

Article 1 General/Definitions:

- the Association: the legal entity 'Vereniging evofenedex', with its registered office in Zoetermeer.
- Members: natural or legal persons who operate a business and have taken out membership in accordance with the Association's Articles of Association.
- Subscribers: natural or legal persons who cannot be members of the Association, but wish to use the services of the Association as associate members by enrolling in a register kept for this purpose by the Association pursuant to its Internal Regulations.
- Association year: the association year is the same as the calendar year.
- evofenedex B.V.: the facility and services organisation of the Association, based in Zoetermeer and registered with the Chamber of Commerce under no. 27259635.

Article 2 Contribution

- 2.1 Registration as a member of evofenedex or as a subscriber enrolled in the register is carried out in compliance with the articles of association or the internal regulations, and is subject to payment of an annual contribution, as determined by the General Board before or no later than at the time of discussing and adopting the budget for members and subscribers.
- 2.2 The members and subscribers must pay the contribution on the first day of the association year, respectively, on the day of registration as a member or as a subscriber.
- 2.3 When joining during the term of the association year, the annual contribution to be paid is calculated pro rata according to the remaining months of the current association year.

Article 3 Adjustment of the contribution

- 3.1 The General Board of the Association is empowered to adjust the contribution brackets annually based on the Consumer Price Index published by Statistics Netherlands, all households series + a maximum of 2%.
- 3.2 Reclassification into another contribution bracket applies only to the current association year; a demand for backdated payment of contribution at the higher rate, or a refund, is excluded.
- 3.3 If required in the light of the financial state of the Association, the General Board is entitled to adjust the contribution by a higher percentage or amount, than that indicated in paragraph 3.1. The cancellation period identified in Article 4.1 will then be extended to one month after the invoice date, subject to otherwise unchanged conditions.

Article 4 Cancellation

- 4.1 Membership or participation as a subscriber can be cancelled before or no later than 1 November of the association year by completing and digitally submitting the cancellation form provided at: <https://www.evofenedex.nl/lidmaatschap/opzeggen-lidmaatschap> or by registered letter. If cancellation is not notified in a timely manner, the membership or the subscription will continue until the end of the next association year.
- 4.2 Membership or participation as a subscriber of the Association ends upon cancellation in accordance with paragraph 1 of this article, and in the event of decease in the case of natural persons, or in the event of loss of legal personality in the case of legal entities.
- 4.3 A member or subscriber that has submitted notification of cancellation remains liable for paying the financial obligations ensuing from membership or participation.
- 4.4 The Association may terminate membership or participation as a subscriber with immediate effect if, despite repeated reminders, the member or subscriber fails to pay the contribution owing or other obligations ensuing from membership or participation.

Article 5 Terms and conditions of payment

- 5.1 The contribution charged by the Association to the member or subscriber must, unless otherwise agreed in writing, be paid without deduction or discount within 30 days of the date of the invoice.
- 5.2 The 30-day period is a firm deadline. Consequently, if payment is not made on time, the member or subscriber shall be in default even without notice of default.
- 5.3 In the event of payment default, the member or subscriber owes, in addition to the outstanding invoice amount, a fee for statutory commercial interest and administrative costs amounting to a minimum of €20.
- 5.4 If the payment term is exceeded, evofenedex is entitled to suspend provision of the Association's magazine and the delivery of products and services pursuant to the membership, registration as a subscriber or agreement with the Association. After full payment of the invoice, plus the administrative costs, the member or subscriber will be put back on the mailing list from that time on and will be eligible for the member service again.
- 5.5 Payments made by the member or subscriber or purchaser shall always be attributed first to all costs due and secondly to due and payable invoices that have been outstanding the longest, even if the member or subscriber states that payment relates to a later invoice.

Article 6 Debt collection

- 6.1 The Association has transferred the collection of contribution and other receivables to evofenedex B.V.
- 6.2 The Association is entitled to charge all extrajudicial and judicial costs it must incur for collection to the member or subscriber. The extrajudicial costs are 15% of the principal amount, at a minimum of €40, and due from the time when the claim is transferred to a debt collection agency.

6.3 In respect of the amount of the extrajudicial costs, the invoice of the lawyer, bailiff or collection agency in question serves as proof.

Article 7 General Data Protection Regulation

7.1 For the purpose of its service provision, evofenedex records personal data of employees of the member company/subscriber. Evofenedex uses these items of data for the implementation of entitlements pursuant to the membership, for the performance of agreements, for conducting research and for developing products and services and to inform the member or subscriber about new products and services. See also our privacy policy at <https://www.evofenedex.nl/privacy-verklaring>

7.2 If the member/subscriber does not wish to receive information on products or services or wishes to withdraw consent to receive information by email, this can be indicated by using the unsubscribe option provided in the email message or by sending a letter to evofenedex, P.O. Box 350, 2700 AJ Zoetermeer.

Article 8 Complaints

8.1 Complaints about services provided or products delivered by or on behalf of the Association must be submitted in writing to the Managing Director of evofenedex.

8.2 Complaints do not suspend the payment obligation.

Article 9 Liability

9.1 The Association is only liable if damage has been caused by intent or gross negligence on its part or on the part of its managing employees.

9.2 Liability is further limited to the amount paid out by its insurer in the relevant case.

9.3 If in any specific case the insurer does not provide cover or pay an indemnity, liability is limited to no more than the amount invoiced for the product or service in question.

Article 10 Period of limitation/lapse

All legal claims against the Association, including claims for damage compensation, expire or lapse after a period of one year from the time when the claim in question arose.

Article 11 Disputes and applicable law

11.1 Membership of and registration as a subscriber of the Association are governed by Dutch law.

11.2 Any disputes shall be submitted to the competent court in The Hague.