

General terms and conditions — B2B debt collection

VERSION AUGUST 2026

This is an English translation of the Dutch original, "Algemene voorwaarden incasso B2B". The translation is provided for convenience; in the event of any discrepancy between the two versions, the Dutch text prevails.

Art. 1 — General

1.1

These General Terms and Conditions apply to all offers and agreements of BV Flex Business Attorneys (Drukkerijstraat 11 E, 9240 Zele, Belgium — enterprise number 1003.724.128) relating to the collection of undisputed claims against undertakings, to the exclusion of any other terms and conditions, unless otherwise agreed in writing.

The client's instruction (mandate) to collect is given by oral or written confirmation, or by completing and submitting the details on the website, upon which the collection agreement (hereinafter the "Agreement") is concluded. By granting the mandate, the Client authorises BV Flex Business Attorneys to perform, in the Client's name and for the Client's account, all judicial and extrajudicial acts which BV Flex Business Attorneys considers necessary. BV Flex Business Attorneys reserves the right to refuse instructions where there are legitimate grounds for doing so.

1.2

The Agreement is entered into for an indefinite term and may be terminated by the client at any time without stating reasons, subject to the provisions of article 1794 of the Belgian Civil Code.

After the instruction has ended, BV Flex Business Attorneys retains the documents provided for the statutory period of 5 years.

Art. 2 — Rates

2.1 Fixed rate

BV Flex Business Attorneys charges as fees 10% of the principal to be collected and of any procedural indemnity (once the debtor has been ordered to pay it, at the rate set by the court), with a minimum of EUR 50.00 excluding VAT. The fees are charged from the moment the sums collected cover them and are deducted from the monies received, after which the balance is transferred to the client, unless these general terms and conditions provide otherwise.

2.2 Costs advanced

Costs advanced by BV Flex Business Attorneys (for example court registry fees) are passed on. BV Flex Business Attorneys reserves the right to set off amounts owed by the client against amounts due to the client.

2.3 Bailiff costs

As soon as a bailiff is instructed for the purposes of an extrajudicial collection procedure (IOS), the service of a demand or a writ of summons, or the enforcement of an enforceable title, those costs are paid by the client directly to the bailiff.

2.4 Direct payment to the client

If the debtor pays directly into the client's account during the collection process, BV Flex Business Attorneys is entitled either to recover the balance from the debtor or to charge the contractual penalty and any procedural indemnity to the client, at the client's option, without prejudice to the charging of costs incurred or work performed to no purpose where the client has failed to report the direct payment(s) to BV Flex Business Attorneys without delay in accordance with article 3.2.

Following a direct payment to the client, BV Flex Business Attorneys will in all cases charge 10% of the principal to be collected, with a minimum of EUR 50.00, in any of the following situations:

- no enforceable contractual penalty was agreed between the client and the debtor;
- the invoicing concerned is time-barred or was not drawn up in accordance with the requirements set out in article 3.3;
- the balance to be collected is less than EUR 250.00;
- the debtor has paid the principal in full.

2.5 Unilateral termination by the client during the collection process

If the client unilaterally terminates the collection instruction, the fees that would be due at that moment become immediately payable.

Where BV Flex Business Attorneys has been left without instructions for 60 days after having requested them from the client, this is regarded as a unilateral termination.

2.6 Insolvency of the debtor

In the event of insolvency of the debtor (bankruptcy, judicial reorganisation, debt mediation, or the material impossibility of collection through the bailiff), the fixed rate is charged subject to a 30% discount. In that case the fees become payable as soon as the debtor's insolvency is brought to the attention of BV Flex Business Attorneys.

The file is closed at that moment and the client takes the further steps needed to lodge its claim with the judicial officer, insolvency practitioner or debt mediator.

Where the client has taken out a Flex Legal Service subscription, BV Flex Business Attorneys charges the fixed rate subject to a 50% discount and will lodge the claim and continue to follow up the file until a dividend is received or a tax certificate establishing that the claim is irrecoverable is obtained.

2.7 Foreign debtors

To the extent that it is not possible to have a foreign debtor adjudicated by a Belgian court, this is signalled to the client at the start of the file and BV Flex Business Attorneys will attempt to collect the file amicably by means of a registered notice of default. Failing payment by the debtor after that notice, and where any payments made do not cover the fixed rate, the file is closed and a charge of EUR 75.00 excluding VAT applies.

In that event the client is referred to a law firm in the country in which the proceedings are to be conducted.

2.8 Disputed claims

If the claim is disputed by the debtor, BV Flex Business Attorneys will, with the client's agreement, defend the client's interests with a view to recovering the claim, for which the usual hourly rates apply, with the fixed rate as a minimum.

Art. 3 — Mutual rights and obligations

3.1

BV Flex Business Attorneys undertakes to collect the collection instructions as fully as possible within the shortest possible period, which constitutes a best-efforts obligation.

3.2

The client shall bring all information of relevance during the collection process to the attention of BV Flex Business Attorneys without delay and in full, and shall refrain from any direct contact with the debtor. Whenever the debtor seeks to make contact with the client, the client shall refer the debtor to BV Flex Business Attorneys.

3.3

The client warrants that the invoices to be collected have not been protested, have a lawful basis, were drawn up in accordance with all legal and accounting obligations, and that the details stated on them are correct. Any impossibility of obtaining payment from the debtor as a result of a breach of this warranty leaves the fixed rate payable.

Art. 4 — Liability

BV Flex Business Attorneys cannot be held liable for immaterial or indirect damage, such as loss of profit or turnover, customers, data or contracts. BV Flex Business Attorneys is not liable in the event of force majeure. In the event of force majeure, BV Flex Business Attorneys has the right to extend performance of the instruction(s) by the duration of the force majeure, or to dissolve the Agreement in so far as it has not yet been performed, without any compensation being due to the client.

Art. 5 — Privacy

For the performance of the instructions entrusted to it, BV Flex Business Attorneys processes the personal data of clients and third parties. That data is necessarily provided by the client, failing which the instruction cannot be accepted. The data is processed confidentially, having regard to the professional privilege of the lawyer. Third parties (with the exception of IT service providers and software suppliers in the context of the supply of their services to BV Flex Business Attorneys) have no access to that data, nor is that data transferred to third parties. Client data may — unless the data subject objects — be used for direct marketing purposes. Electronic data is kept for the duration of the instruction of BV Flex Business Attorneys and is thereafter kept for a period of at least 5 years, after which the data is archived under the closed files. Paper files may be destroyed 5 years after the file has been closed.

For the processing of data by software, BV Flex Business Attorneys has an agreement with BaseNet bvba, Schaliënhoevedreef 20T, 2800 Mechelen, tel. +32 15 540 045, e-mail info@basenetadvocatuur.be.

Art. 6 — Final provisions

Should BV Flex Business Attorneys fail to require the strict application of one of the provisions of these terms and conditions, this cannot be regarded as a waiver of its rights. Under no circumstances does this prevent BV Flex Business Attorneys from subsequently requiring strict compliance with these terms and conditions.

The validity of these terms and conditions is not affected by the possible nullity of one or more of their provisions.

The Agreement is governed by Belgian law and only the courts of the registered office of BV Flex Business Attorneys have jurisdiction.