

## GENERAL TERMS AND CONDITIONS

### Article 1: Definitions

In these general terms and conditions the following keywords are referred to:

- a. Principal is the company that requests to execute work orders;
- b. Supplier is Relocation Services, the company that accepts work orders;
- c. Work Order is a written request from principal to supplier;
- d. Contract is a signed agreement between principal and supplier.

### Article 2: General

- a. These general terms and conditions are applicable to all negotiations, contracts and supply of services by supplier.
- b. Terms of delivery of the principal are only then applicable if they are explicitly agreed upon in writing before concluding a contract.
- c. Supplier is obliged to perform to the best of its abilities, however supplier cannot guarantee results.

### Article 3: Offers

- a. If supplier prepares and sends a written offer, principal is not obliged to accept.
- b. Proposals from supplier are offers without engagement and expire 14 days after delivery.
- c. Principal will address supplier in writing for services to be delivered.
- d. Principal guarantees that the information provided to supplier is correct and will be provided in due time.

### Article 4: Cancellation

Principal is entitled to cancel a work order before supplier has succeeded its activities. Cancellation must be in writing to supplier within 14 days after signing the contract. Principal will compensate supplier as follows:

- assessment of case but no approval to proceed and no work performed – no fee;
- assessment provided, approval to move forward with case, document list provided, documents started to be drafted, but not finalized – 25% of quoted fee;
- documents prepared, but not yet sent to client and not signed – 50% of quoted fee;
- documents prepared in all aspects (signed) but not yet submitted to relevant authorities - 100% quoted fee.

#### **Article 5: Price**

All prices quoted are exclusive of V.A.T. (value added tax) and / or other fees levied by the government or non-government bodies.

#### **Article 6: Price Review**

- a. Supplier is entitled to increase an agreed price if any of the following situations occur after concluding a contract: increase of wages, governmental fees for social security, changes in governmental procedures that affect work of supplier or in general any situation that is comparable to earlier mentioned circumstances.
- b. Principal is allowed to terminate the contract in writing if the increase of the price exceeds 10% of the total order within 90 days after signing of the contract.

#### **Article 7: Term of Payment**

- a. Principal is obliged to pay supplier within 30 days after the date of sending the invoice. No discount, extension of pay or settlement will be applicable. If invoices are overdue, principal is in breach without the supplier having to inform or remind principal thereof.
- b. If principal's payment is overdue as mentioned in article 7a, principal is liable for payment of Dutch statutory commercial interest over the full amount as per date of invoice for each month or part of each month in which principal did not fully comply with its obligation.
- c. If principal's payment is overdue as mentioned in article 7a, principal is liable for extra judicial costs, legal and court costs, on addition to interest as mentioned in article 7b.
- d. Extrajudicial (collection) costs amounts to a total of 15 % of the invoice amount.
- e. In case of extra work, supplier is obliged to mention the amount of extra work and the extra costs to principal in writing. Principal must explicitly agree with extra work before supplier can fulfil the order.

#### **Article 8: Rules of Conduct**

- a. Supplier will always work in the best interest of the principal and will execute services according to contract details.
- b. Supplier will hold principal's monies in a designated and regulated bank account and will maintain clear records of that account.
- c. Supplier will maintain confidential information in confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure.
- d. Supplier nor its employees and / or consultants will accept any compensation or other inducements offered by any third party as a result of transactions undertaken on behalf of principal without the prior knowledge and agreement of principal.

### **Article 9: Liability**

- a. Supplier shall not be liable for damages or any other loss whatsoever that may arise with respect to the principal, except in the case of a wilful act or gross negligence.
- b. Without prejudice to the provisions contained in article 9a and except in so far as a higher amount is paid out under supplier's legal liability insurance, supplier's liability shall be limited to the loss which was foreseeable as a possible consequence of the act under an obligation to be indemnified, up to the amount of the quoted fee of the service which resulted in the claim concerned of the principal.
- c. Under no circumstances shall supplier be liable if the principal has failed to notify supplier of the loss within 14 days of ascertaining or being able to ascertain such loss.

### **Article 10: Force Majeure**

- a. Supplier cannot be held liable for shortcomings that are or were beyond his control.
- b. Supplier cannot be held liable for shortcomings due to denied residence or work permits by the Immigration and Naturalization Service (IND) based on information provided by principal.
- c. In case of shortcomings as referred to in article 10a and such shortcomings cannot be remedied within a reasonable period, supplier is allowed to cancel the contract in writing, without the obligation to pay compensation for any damage. Supplier is entitled to a compensation as referred to in article 4.

### **Article 11: Legislation**

Contract between supplier and principal are subject to legislation of the Netherlands. Any dispute arising out of the contract and / or work order will be brought before the district court of The Hague.