

# Terms & Conditions

## Article 1 - General

The following definitions apply to these general terms and conditions:

- 1.1 Client: the opposite party of Holland Expat Desk with regard to a contract within the meaning of article 2.
- 1.2 Holland Expat Desk: contractor, having its registered office in Waalre, registration number Chamber of Commerce 50912674.
- 1.3 Contract: the agreement under which Holland Expat Desk undertakes to carry out work for the Client.
- 1.4 All assignments shall be accepted and performed exclusively by Holland Expat Desk, subject to the exclusion of Sections 404 and 407 (2), Book 7, of the Netherlands Civil Code.

## Article 2 - Applicability

- 2.1 These general terms and conditions will apply to all contracts of assignment under which Holland Expat Desk is obliged to perform activities, all contracts arising there from and/or relating thereto between Client and Holland Expat Desk or their respective legal successors and all offers and/or proposals made by Holland Expat Desk.
- 2.2 Clauses, which depart from these terms and conditions, shall only apply if and to the extent expressly confirmed in writing by Holland Expat Desk to Client.
- 2.3 If any clause in these general terms and conditions or in the contract or is held to be invalid, the remainder of the contract shall remain in force to the extent possible and the invalid clause shall be replaced forthwith in consultation between the parties by a clause which reflects the object of the original clause as close as possible.
- 2.4 The agreement between Client and Holland Expat Desk is concluded when (i) Holland Expat Desk receives from the Client the Engagement Letter signed by both Holland Expat Desk and Client, (ii) Holland Expat Desk commences with the execution of assignment or (iii) it becomes evident in any other way that Holland Expat Desk has accepted the assignment, whichever date is the earlier.
- 2.5 The general terms of Client only apply as far as the terms are not incompatible with the general terms of Holland Expat Desk. When doubt arises about compatibility of the terms, the general terms of Holland Expat Desk will be applicable.

## Article 3 - Data and information

- 3.1 Holland Expat Desk shall only be obliged to perform or continue to perform the assignment after Client has supplied Holland Expat Desk with all requested data and information in the indicated form and manner. Any additional costs incurred due to the failure of Client to supply the requested data or information promptly and properly shall be borne by Client.
- 3.2 Client shall inform importance with regard to the performance of the assignment.
- 3.3 Client warrants the accuracy, completeness and reliability of the data and information supplied by it or on its behalf to Holland Expat Desk.

## Article 4 - Performance of the assignment

- 4.1 Holland Expat Desk shall determine how and by which person(s) the assignment shall be performed, taking into account any wishes expressed by Client as much as possible.
- 4.2 Holland Expat Desk shall carry out the work to the best of its ability and with due professional care. Holland Expat Desk does not however guarantee the achievement of any intended results.
- 4.3 Holland Expat Desk has the right to involve third parties in the execution of the contract, without the approval of the Client.
- 4.4 Dates and terms by which work must be completed will only be regarded as deadlines whose non-observance constitutes a default if expressly agreed in writing.
- 4.5 Client shall not be entitled to rescind the contract if and when an agreed deadline is exceeded, unless (I) Holland Expat Desk also fails to perform its contractual obligations within a reasonable period of time notified to it in writing after the original date of completion; (II) it is evident that the performance of the contract will be permanently impossible.
- 4.6 Holland Expat Desk keeps working papers in relation to the contract. This file, which contains copies of relevant documents, is the property of Holland Expat Desk.

## Article 5 - Confidentiality

- 5.1 Holland Expat Desk is obliged to observe secrecy with regard to details and information provided by or on behalf of Client towards third parties that are not involved in the realization of the

contract. This obligation does not apply insofar as Holland Expat Desk has a legal or professional duty of disclosure.

- 5.2 In the event Holland Expat desk is acting on behalf of itself in disciplinary, civil or criminal proceedings, it shall be entitled to use the data and information supplied by or on behalf of Client as well as other data and information which have come to Holland Expat Desk's notice in the course of the contract, provided such use may be of interest according to the reasonable judgment of Holland Expat Desk.
- 5.3 Without prior written permission by Holland Expat Desk, Client will not disclose or make available to third parties in any other way advice, opinions or other statements made by Holland Expat Desk, whether or not in writing, unless (I) such action arises directly from the contract or is effected to obtain an expert opinion on the work performed by Holland Expat Desk, (II) Client has a legal or professional obligation to disclose the data concerned or is acting on behalf of itself in disciplinary, civil or criminal proceedings.

#### **Article 6 - Intellectual property**

- 6.1 Holland Expat Desk reserves all intellectual property with respect to products of intellect that contractor developed or used, such as advice, working methods, (model)contracts, systems, system designs and computer programs, save insofar as third parties are entitled to such intellectual property rights.
- 6.2 Without prior written permission by Holland Expat Desk, Client will not reproduce, disclose or exploit such intellectual property or a recording thereof on any data carrier, either alone or in conjunction with or through third parties, without prejudice to the provisions of Article 5.3.

#### **Article 7 - Fee**

- 7.1 The fee charged by Holland Expat Desk is not depending on the result of the contract. Client will pay to Holland Expat Desk a fee and reimburse costs incurred in accordance with Holland Expat Desk's usual rates, methods of calculation and working processes.
- 7.2 Holland Expat Desk's fee increased by other expenses and notes of fees of third parties and turnover tax, where applicable, will be invoiced to the Client on a monthly basis unless otherwise agreed.

#### **Article 8 - Payment**

- 8.1 Payment will be made in Euro's by deposit or transfer to bank or giro account stated on the fee note, without any deduction, discount or set -off, within fourteen days of the fee note date, failing which Client will be in default.
- 8.2 If Client fails to pay within the in 8.1 mentioned period, it is in default by operation of law after having been reminded by Holland Expat Desk at least once that payment is due within a reasonable period and is Client liable to pay, without notice, statutory interest per month on the credit balance with effect from the date on which the payment became due until date of payment. After Client's default, all that Client owes to Holland Expat Desk for whatever reason will become immediately due and payable.
- 8.3 All extrajudicial costs incurred by Holland Expat Desk in connection with the collection of any amounts owed by Client will be borne by Client.
- 8.4 All costs incurred by Holland Expat Desk in connection with legal proceedings against Client will be borne by Client, including any and all costs exceeding the legal cost awarded, unless Holland Expat Desk is ordered to pay the legal costs as losing party.
- 8.5 Holland Expat Desk reserves the right to request Client to provide for full or partial payment in advance and/or to provide security - even during the performance of an assignment, if the financial position or the payment behavior of Client in the opinion of contractor so warrants - failing which Holland Expat Desk will be entitled to suspend the performance of its obligations.

#### **Article 9 - Complaints**

- 9.1 Holland Expat Desk must be informed in writing on any complaints concerning work performed or fees charged within thirty days of the date of dispatch of the documents or information on which such complaints are based or, in case Client will prove that he could not reasonably have discovered the shortcoming earlier, within thirty days after discovery thereof, failing which Client will forfeit any and all claims relating thereto.
- 9.2 A complaint will not entitle Client to suspend its payment obligations, unless Holland Expat Desk has informed Client that it considers the complaint to be justified.
- 9.3 In the event of a justified complaint Holland Expat Desk will have the right, at its own discretion,

either to adapt the fees charged, rectify the shortcoming free of charge, repeat the assignment concerned, or cancel the performance of the assignment partly or in full against a proportional refund of fees paid by Client.

#### **Article 10 - Delivery period**

- 10.1 If Client is required to make an advanced payment or to make information and/or materials available for the purposes of executing the contracts, then the term taken for completion of the work will not take effect until Holland Expat Desk receives the payment in full or until all information and/or materials have been made available to Holland Expat Desk respectively.
- 10.2 As the duration of the contract is subject to many factors, such as the quality of the information provided by Client and the cooperation extended, the due dates for completion of the work should be regarded as deadlines only where this has been agreed in writing.
- 10.3 Unless execution of the contract proves to be permanently impossible, Client cannot terminate the contract on account of overdue performance, unless Holland Expat Desk does not perform the contract, either partially or in full, within a reasonable period of which it was notified in writing after expiry of the agreed delivery period.

#### **Article 11 - Termination**

- 11.1 Unless the requirements of reasonableness and fairness dictate otherwise, Client and Holland Expat Desk have the right to terminate the contract, whether prematurely or not, in writing at any time with due observance of a reasonable notice period.
- 11.2 Either party may terminate the contract, whether prematurely or not, in writing without due observance of a notice period if the opposite party fails to pay its debts or if a bankruptcy trustee, administrator or liquidator has been appointed, the opposite party is subject to debt rescheduling, or ceases its operations for any other reason or if the opposite party considers it to be likely, within reason, that one of the above circumstances will apply to the opposite party or if a situation has arisen that justifies immediate termination in the interest of the party terminating the contract.
- 11.3 If Client decides to terminate the contract, whether prematurely or not, Holland Expat Desk is entitled to compensation for its resulting underutilisation for which there is prima facie evidence, as well as for additional costs that must reasonably be incurred as a result of the premature termination of the contract, e.g. costs in relation to subcontracting, unless the termination was motivated by facts and circumstances that can be attributed to Client or which are in conflict with this right.  
In all cases of termination, whether premature or not, Holland Expat Desk retains the right to payment of the expense claims for the work carried out up to then, in which process the preliminary results of the work carried out up to then will be made available to Client under the usual reserves. Any additional costs relating to the transfer of the work will be charged to Client.
- 11.4 If the contract is terminated, both parties will immediately make available to the opposite party all goods, objects and documents belonging to the opposite party that it has in its possession.

#### **Article 12 - Liability**

- 12.1 Holland Expat Desk will be liable to Client for any shortcoming in the performance of the assignment insofar as such shortcoming implies a failure to exercise the due date and expertise which may be expected with regard to the performance of the assignment. However, Holland Expat Desk will in no event be liable for:
  - a. damage suffered by Client or third parties resulting from inaccurate or incomplete data or information supplied by Client to Holland Expat Desk or from other act or omission by Client;
  - b. damage suffered by Client or third parties as a result of acts or omissions of auxiliary persons engaged by Holland Expat Desk (not including Holland Expat Desk's employees), even if such persons are employed by any organization affiliated with contractor;
  - c. indirect, special or consequential damages suffered by Client or third parties;
- 12.2 The liability exemptions set forth in Article 12.1 will not apply to the extent the damage is caused by gross negligence or willful misconduct on the part of Holland Expat Desk.
- 12.3 Holland Expat Desk's liability for a shortcoming in the performance of the assignment or for its torts committed will be limited to the fees (excluding VAT) paid and/or owed by Client to contractor pursuant to Article 7 in respect of the work to which the loss - causing occurrence relates or is connected, will be limited to the amount that in the matter concerned will be claimable under the professional liability insurance(s) of Holland Expat Desk, to be increased by the

- amount of the excess that is for the account of Holland Expat Desk under the policy terms in the matter concerned. Any and all liability for indirect and consequential damages is hereby excluded.
- 12.4 Any and all claims relating to compensation of damages suffered will be submitted to Holland Expat Desk no later than six months after Client has discovered or could reasonably have discovered such damage, failing which the right to claim compensation will lapse.
- 12.5 Client shall hold harmless and indemnify Holland Expat Desk against all claims from third parties - including but not limited to shareholders, directors, supervisory directors and employees of Client as well as affiliated legal entities and companies and third parties involved in the organization of Client- arising from or in connection with the work performed by Holland Expat Desk for Client, unless such claims are due to gross negligence or willful misconduct on the part of Holland Expat Desk.

#### **Article 13 - Limitation period**

- 13.1 Unless these general terms and conditions provide otherwise, any and all claims of Client against Holland Expat Desk in connection with the performance of the assignment by it, regardless of their nature, will expire six months after the date Client has become aware or could reasonably have been aware of the existence of such claims.

#### **Article 14 - Choice of law and disputes**

- 14.1 All contracts between Client and Holland Expat Desk will be governed by Dutch law.
- 14.2 Disputes due to the contract which do not fall within the jurisdiction of the sub district court will be submitted to the competent court in the place in which the registered office of Holland Expat Desk is situated.
- 14.3 Notwithstanding the provisions of Article 14.2, Client and Holland Expat Desk may choose a different manner of dispute settlement.
- 14.4 These general terms and conditions have been drawn up in Dutch and English language. In the event of discrepancy in contents/meaning of these general terms and conditions the text in Dutch language will prevail.