

GENERAL TERMS & CONDITIONS RelocAid

Article 1. General

These general terms and conditions apply to all offers, deliveries, contracts, performance and other commitments in so far as parties have not explicitly agreed otherwise in writing, directly or indirectly related to the work performed by and/or on behalf of RelocAid, with its registered office and principal place of business in Mijdrecht at the Rendementsweg 1 B, 3641 SK (postal address: PO Box 134, 3640 AC) Mijdrecht, registered at the Chamber of Commerce in Utrecht under number 69014043.

The natural or legal person with which RelocAid has entered into a commitment, or which RelocAid has provided with an offer or quotation is hereinafter referred to as the 'Client'.

Should Client also employ general terms and conditions, these shall not apply if and in so far as they in any way conflict with the general terms and conditions of RelocAid and/or obstruct, restrict and/or prevent the operation of the general terms and conditions of RelocAid.

Article 2. Offers

1. Unless otherwise specified in writing, all prices and quotations, occurring in price lists, circulars, advertisements, order confirmations, promotions and other forms of publication published by RelocAid, as well as all offers made by RelocAid always have a period of validity not exceeding 14 days, while RelocAid also has the right to revoke any offer, even if this has already been accepted, if any such revocation occurs immediately after the acceptance of the offer has been made known to RelocAid.
2. All quotations, offers and order confirmations are based on information available to RelocAid at the time of its delivery. If changes occur regarding the circumstances on which RelocAid relied upon submitting such quotations, offers or order confirmations, then RelocAid is authorised to factor these changes into the performance of the obligation(s) / contract(s) and/or to adjust the prices, without prejudice to the provisions of Article 2, paragraph 1 and Article 6, paragraph 2.

Article 3. Images/Information

1. RelocAid shall not be bound by any images, drawings, weights and measurements, etc. and written information provided by RelocAid in brochures, catalogues, circulars or any other means of publication and are only intended to provide a general idea of the services offered by RelocAid.
2. Deviations do not give Client the right to demand adjustment of any obligations, mutual or otherwise, or any compensation from RelocAid.

Article 4. Representation/Agreements

1. RelocAid is bound by obligations/agreements entered into in the name of RelocAid only if these were entered into or confirmed by the directors of RelocAid.
2. Any defect relating to the authority to represent referred to in paragraph 1 may only be invoked by RelocAid.
3. If and in so far as in the context of or in connection with the work to be performed by RelocAid agreements and/or obligations are effected for the purpose of Client as mentioned in the preamble, RelocAid shall never be bound by these. RelocAid can never be deemed to be acting as the mandatary of Client. Without prejudice to the previous paragraph, RelocAid can never be deemed to be acting as authorised representative or mandatary of Client or Client's employee(s). Client is obliged to indemnify RelocAid from any consequences arising out of acts or omissions by Client or Client's employee(s) in the context of or in connection with any services performed by RelocAid for Client.
4. The signature on the appropriate place on the document on which the services to be provided are specified is necessary for the conclusion of an agreement. Should the agreement be concluded via electronic data transfer or otherwise without the possibility of placing a physical

signature, it shall be deemed to have been placed if Client determined the means of communication or consented to its use. The above described use of electronic communication means has the same legal consequences as placing a signature on the space provided in the aforementioned document.

Article 5. Terms and Data

1. All terms mentioned by RelocAid are non-binding. The commitments which RelocAid enters into towards Client extend only to performance of the agreed work by RelocAid for Client, the foregoing performed to the best of RelocAid's knowledge and ability, but without Client being able to attach any obligation of result on the part of RelocAid.
2. Failure to meet the deadlines specified by RelocAid gives Client no right of termination, damages or suspension of its obligations on whatever grounds with respect to RelocAid.
3. Client is obliged to provide RelocAid with all information and documents that RelocAid needs according to its opinion to correctly carry out the granted assignment in due time, in the required form and in the required manner.
4. RelocAid has the right to suspend its work until Client has met its obligation mentioned in the previous paragraph.

Article 6. Prices/Expenses

1. All prices employed by RelocAid are denominated in lawful Dutch currency and are exclusive of turnover tax (Dutch VAT) and other taxes and/or levies of public bodies.
2. Prices are without obligation and are subject to alteration without notice, with the provision that, if the price is adjusted within three months after entering into the agreement, Client is free to terminate the agreement without also being entitled to claim damages or to invoke any right of suspension or settlement with respect to RelocAid.
3. Client shall waive its right of termination mentioned in paragraph 2 if the cause of the price adjustment may reasonably be said to be its fault.
4. RelocAid is free to charge Client separately for any expenses which should reasonably incur in respect of proper fulfilment of its order, including for example, lunch during tours with expats/employees of client, travel and/or accommodation expenses.
5. A mark up will be charged for relocation assistance during evening and/or weekend.

Article 7. Payment

1. Payment must be made at the place of business of RelocAid and in a manner to be specified by RelocAid.
2. Payment must be made in lawful Dutch currency.
3. Client is not permitted to invoke any suspension, compensation or right of set-off in respect of the payment against RelocAid.
4. Payment by Client must be made according to subsequent schedule:
 - no later than 14 days after the conclusion of the agreement: 30%;
 - no later than 14 days after sending the invoice after almost entire completion of the service: 70%.
5. Simultaneously with each payment (or partial payment) the relevant portion of the turnover tax (Dutch VAT) due must be paid.
6. If there are good grounds to believe that Client will be unable to meet its obligations, RelocAid is free to request security for performance of the obligations of Client before providing services (or further services).
7. If Client fails to meet any payment obligation as referred to above, RelocAid has the right to suspend all its obligations towards Client.
8. Any payment by the Client to RelocAid shall – regardless of reason – be deducted:
 - firstly, from any liability for damages of Client with respect to RelocAid;
 - subsequently from what Client owes to RelocAid for costs and interest;
 - and finally from bills and invoices still to be paid to RelocAid.

Subject to the foregoing, any payment shall be deducted from the oldest obligation of Client towards RelocAid.

Article 8. Default

1. Client is in default without any notice as soon as it fails to meet or meets late any due performance towards RelocAid arising from obligations and/or agreements, including these general terms and conditions.
2. Notwithstanding the foregoing, failure to meet any deadlines arising from obligations and/or agreements – including these conditions – will result in Client being in default immediately.
3. Without prejudice to the right to demand performance or to dissolve the agreement, RelocAid also has the right to – once the client is in default – claim full compensation for any damages suffered as a result of the shortcoming, such damage being estimated at, at least 20% of the value of the service to be provided by Client.
4. If Client fails to fulfil its obligations to pay a sum of money, Client owes an interest to RelocAid of 1% per month on the then due amount – from the time the failure occurred – whereby part of a month shall be counted as a full month.
5. Once Client is in default, all claims of RelocAid from Client are immediately and unconditionally due.
6. Regardless of the reason of default RelocAid has the right to terminate the agreement, the foregoing without notice of default or judicial intervention and without prejudice to other rights of RelocAid, such as the right to compensation, if the following occurs:
 - there is a reasonable ground to believe that Client will fail to meet its obligations;
 - Client goes bankrupt;
 - suspension of payments for Client has been applied for.
7. If RelocAid should at any time be liable to pay Client compensation under the agreement with Client, the liability for compensation of RelocAid shall be limited to the amount agreed between the parties, or to the maximum amount to be paid by the public liability insurance of RelocAid, should the damage be covered by such a policy.
8. Any liability of RelocAid for consequential damages, including any lost profits is excluded.
9. Any further liability of RelocAid is also excluded.
10. RelocAid is not liable for errors and/or wrongful acts of its employees, or other persons authorised by or on behalf of RelocAid in the implementation of the agreement concluded with Client, unless it concerns a fault or wrongful act of persons who can be identified as management bodies or executive officers, and Client also demonstrates that there is intent or gross negligence.

Article 9. Staff Replacement / Third Party Engagement

1. RelocAid has the right to replace staff involved in the performance of the contract. In case of replacement, there must be timely pre-consultation with Client.
2. In the event of replacement, RelocAid shall ensure that the qualifications of the replacement staff are consistent with that of the replaced personnel.
3. RelocAid is free to call in the support of third parties in connection with the services to be provided and/or to have the contract or parts thereof carried out by third parties. Both in respect of the agreement and in respect of the performance of the agreement, Client gives RelocAid its consent, now and henceforth, for substitution (partial or otherwise). The substitution (partial or otherwise) is effected as soon as RelocAid (or those taking its place) have or has given Client written notice thereof.
4. RelocAid is free to transfer its rights and/or obligations derived from this agreement to third parties.
5. RelocAid shall never be liable for any work carried out by third parties.

Article 10. Debt Collection

1. If to obtain due claims from Client RelocAid proceeds to debt collection measures, all costs, both judicial and extrajudicial,

including legal costs and legal assistance costs, shall be borne by Client.

2. The extrajudicial costs mentioned in paragraph 1 will be at least 10% of the agreed price with a minimum of EUR 250, – regardless of whether those costs are actually incurred by RelocAid.
3. If the bankruptcy of Client is requested by RelocAid, Client must also bear any costs related to the winding-up petition, in addition to the amount due and any costs relating thereto. Any costs incurred by RelocAid in connection with measures of attachment shall also be borne by Client.

Article 11. Contract extras

If, after the contract has been concluded, Client desires further services from RelocAid and RelocAid accepts the instruction to perform additional services, these further services will be performed by RelocAid on the basis of hours × rate at the then current hourly rate.

Article 12. Complaints and disputes

1. Complaints must have reached RelocAid within fourteen days of the invoice date, or after the date on which the facts occurred which Client invokes, on pain of forfeiture of all rights of Client.
2. Complaints must be addressed to RelocAid only in written form, accompanied by a detailed and clear description of the complaints and determined deficiencies.
3. Proof of timely complaint always rests with Client.
4. Client is obliged to give RelocAid the opportunity to remedy defects or faults.
5. Legal proceedings of RelocAid against Client – for any reason whatsoever – shall, on pain of forfeiting all rights be brought within one year after the date on which the facts occurred which Client invokes.

Article 13. Force Majeure

1. All circumstances which are beyond the control of RelocAid – whether these were foreseeable when the obligations and/or agreements were entered into – which are such that RelocAid could not reasonably be expected to perform the contract count as force majeure and give RelocAid the right to cancel the obligations and/or agreements wholly or partially and/or suspend the execution thereof, without being bound to pay any compensation for damages.
2. If RelocAid makes use of the above right to suspend, Client has no right to terminate the agreement, unless Client can prove that earlier performance is crucial within its business. The termination must then be in writing and no later than five days after the aforementioned appeal to suspend.

Article 14. Termination of contract

1. The agreement may be terminated at any time with due observance of a period of two months' written notice.
2. In the event of cancellation by Client before the end of the assigned work RelocAid is entitled to charge the agreed price, reduced by 75% of the value of the outstanding services.

Article 15. Partial Severability / Conversion

If, for any reason, any provision of these general terms and conditions is wholly or partially invalid, the other provisions of these general terms and conditions and the agreement shall remain unaffected, while with regard to the void stipulation, parties shall be deemed to have agreed on that which corresponds closest to the object and purport of the invalid provision.

Article 16. Leniency / No Forfeiture Of Rights

If out of courtesy or for other reasons of a commercial nature RelocAid initially does not invoke any applicable provision of these general terms and conditions in respect of Client, RelocAid is thus not entitled to at a later stage nonetheless appeal to the relevant provision and all other applicable provisions of these general terms and conditions.

Article 17. Law

1. All disputes arising from obligations and/or agreements to which these general terms and conditions apply, can only be brought

before the competent court in Utrecht, unless Client – within one month after RelocAid has notified Client in writing that it wishes to make use of the aforementioned condition – expresses its wish in writing to wish to settle the dispute before the competent court.

The foregoing does not apply in the event of a winding-up petition, in which case the arrangement of the Bankruptcy Act applies.

2. All obligations and/or agreements under these general terms and conditions are governed by and construed in accordance with the laws of the Netherlands.

Article 19. Source and Change Of Conditions

1. These General Terms and Conditions can be found on our website: www.relocaid.com.
2. The last registered version shall always apply.