

## General

### Xpats-Service Relocation Agency B.V.

#### Artikel 1. Definitions

1.1. In these general terms and conditions, the following terms written with an initial capital letter are used in the following sense, unless expressly stated otherwise or the context shows otherwise:

Company:	The legal or natural person acting in the exercise of his profession or his business;
Consumer:	The natural person who does not act in the exercise of his profession or his business;
Expat:	The natural person to whom the Agreement relates. If the Expat has entered into an Agreement with Xpats-Service Relocation Agency for his own benefit, the Expat is also the Client;
Client:	The legal entity or natural person who has entered into or wishes to enter into an Agreement with Xpats-Service Relocation Agency;
Agreement:	The agreement between Xpats-Service Relocation Agency and the Client;
Partij:	Xpats-Service Relocation Agency of de Opdrachtgever;
Parties:	Xpats-Service Relocation Agency and the Client jointly;
In writing:	In writing or by e-mail ;
Activities:	The work that Xpats-Service Relocation Agency carries out or has carried out on behalf of the Client;
Xpats-Service Relocation Agency:	The user of these general terms and conditions: Xpats-Service Relocation Agency B.V. located at Wijkemeerstraat 3 - 7 in Hoofddorp, registered with the Chamber of Commerce under Chamber of Commerce number 80756263.

1.2. Unless the context shows otherwise, defined concepts in the singular also refer to the plural.

#### Artikel 2. General

- 2.1. These general terms and conditions apply to every offer from Xpats-Service Relocation Agency, to all Agreements and to all Activities.
- 2.2. Deviations from these general terms and conditions are only valid if the deviations have been expressly agreed in writing.
- 2.3. Any general (purchase) conditions of the Client being a Company are expressly rejected.
- 2.4. The general terms and conditions also apply to additional assignments of the Client. Once these general terms and conditions have applied to a legal relationship between Xpats-Service Relocation Agency and the Client, the Client is deemed to have agreed in advance to the applicability of these general terms and conditions to Agreements concluded and to be concluded afterwards.
- 2.5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or may be annulled, the other provisions of these general terms and conditions remain

- fully applicable. The void or annulled provisions will be replaced by Xpats-Service Relocation Agency , taking into account the purpose and scope of the original provision(s) as much as possible.
- 2.6. Xpats-Service Relocation Agency is authorized to make changes to these general terms and conditions and to declare the amended general terms and conditions applicable to the existing Agreements. The Client will be informed in writing of the new general terms and conditions and of the date of entry into force at least 2 months prior to the entry into force.
  - 2.7. If Xpats-Service Relocation Agency does not always require strict compliance with these general terms and conditions , this does not mean that the provisions thereof do not apply or that Xpats-Service Relocation Agency would lose the right to demand punctual compliance with the provisions of these general terms and conditions in other cases.

### **Artikel 3. Aanbod**

- 3.1. Every offer from Xpats-Service Relocation Agency is without obligation.
- 3.2. The Client guarantees the correctness and completeness of the wishes expressed by or on behalf to Xpats-Service Relocation Agency with regard to the Activities and other data on which Xpats-Service Relocation Agency bases its offer. If these wishes and other information provided by the Client are not correct and/or complete, this may have consequences for the agreed price.
- 3.3. If the acceptance deviates from the offer, Xpats-Service Relocation Agency is not bound by it. The Oagreement will then not be concluded in accordance with this different acceptance.
- 3.4. A composite quotation does not oblige Xpats-Service Relocation Agency to perform a part of the Oagreement at a corresponding part of the specified price.
- 3.5. Rates quoted do not automatically apply to future Agreements.
- 3.6. Xpats-Service Relocation Agency cannot be held to its offer if the offer contains a mistake or error.

### **Artikel 4. Conclusion of the Agreement**

- 4.1. The Agreement is concluded when:
  - a. The Parties have signed the Agreement; or
  - b. The Client has agreed to the offer or quotation of Xpats-Service Relocation Agency; or
  - c. The Client has given Xpats-Service Relocation Agency an assignment and this assignment has been accepted by Xpats-Service Relocation Agency.

### **Artikel 5. Cancellation of the Agreement**

- 5.1. If the Client cancels the Agreement, all costs already carried out by Xpats-Service Relocation Agency will be charged to the Client.
- 5.2. Cancellation must be made in writing.

### **Artikel 6. Execution of the Agreement**

- 6.1. Xpats-Service Relocation Agency strives to represent the interests of the Client to the best of its knowledge and ability.
- 6.2. Each Agreement leads Xpats-Service Relocation Agency to an obligation of best efforts and not to an obligation of result. Xpats-Service Relocation Agency does not guarantee that the result intended by the Client will be achieved through its activities. The success is partly dependent on the cooperation of the Client, the Expat and third parties involved in the implementation of the Oagreement. Xpats-Service Relocation Agency cannot, among other things, guarantee that required permits will be granted and/or that third parties will cooperate.
- 6.3. Xpats-Service Relocation Agency has the right to engage one or more third parties in the execution of the Agreement.
- 6.4. Xpats-Service Relocation Agency will never be obliged to carry out work that violates its professionalism, a right of third parties, a legal obligation or what is appropriate in society.

### **Artikel 7. Obligations of the Client**

- 7.1. The Client shall ensure that all data that Xpats-Service Relocation Agency indicates is necessary for the execution of the Agreement or that the Client should reasonably understand is necessary for the execution of the Agreement, are properly provided or made available to Xpats-Service Relocation Agency in a sound, complete, timely and free of charge .

- 7.2. The Client guarantees that the data it has provided to Xpats-Service Relocation Agency is correct, complete and reliable. Xpats-Service Relocation Agency is not obliged to check the accuracy and completeness of the data provided.
- 7.3. The Client is obliged to inform Xpats-Service Relocation Agency of facts and circumstances that may be relevant in connection with the execution of the Agreement.
- 7.4. Xpats-Service Relocation Agency assumes that the Client and the Expat comply with all relevant laws and regulations. If the Client or the Expat does not comply with its obligations arising from laws and regulations, not on time or not properly, then the Client is resp. the Expat is responsible for this himself. Xpats-Service Relocation Agency is not liable for any fines imposed by government agencies on the Client or the Expat.
- 7.5. The Client indemnifies Xpats-Service Relocation Agency against claims from third parties, for whatever reason, in connection with actions and behaviour of the Client and the Expat, including acts and behaviour that are contrary to the provisions of these general terms and conditions.
- 7.6. If the Client should imputably default in the proper fulfillment of what it is obliged to do towards Xpats-Service Relocation Agency or if the Client acts unlawfully towards Xpats-Service Relocation Agency, the Client is liable for all damage on the part of Xpats-Service Relocation Agency. This directly or indirectly creates, such as, but certainly not limited to, additional costs incurred, working time and missed turnover.

#### **Artikel 8. Bemiddelingswerkzaamheden**

- 8.1. If Xpats-Service Relocation Agency has mediated in the conclusion of an agreement between the Client or the Expat and a third party, Xpats-Service Relocation Agency is not a party to this agreement. Xpats-Service Relocation Agency is therefore not responsible for this if the third party in question does not comply with its obligations towards the Client or the Expat. If a third party commits non-performance against the Client or the Expat, this is a matter between the Client or the Expat and the third party concerned. In such a case, the Client or the Expat must address the third party and not Xpats-Service Relocation Agency.
- 8.2. Xpats-Service Relocation Agency is not liable for the acts and/or omissions of a third party with whom the Client or the Expat has entered into an agreement through the intermediary of Xpats-Service Relocation Agency.

#### **Artikel 9. Tariefchange and additional costs**

- 9.1. Xpats-Service Relocation Agency has the right to adjust the rates of the packages annually.
- 9.2. In addition to the rate change described in Article 9.1, Xpats-Service Relocation Agency has the right to implement a rate increase in the interim if there are unexpected circumstances that lead to significantly higher costs for Xpats-Service Relocation Agency.
- 9.3. If the Parties have entered into a cooperation with each other for a longer period, the Client will be informed of a rate change by means of a Written Declaration and of the date of entry into force.
- 9.4. If Xpats-Service Relocation Agency carries out additional Work at the request of the Client, the additional costs, including working time, will be charged to the Client.

#### **Artikel 10. Invoicing and payment**

- 10.1. Invoicing takes place after the execution of the Assignment Agreement.
- 10.2. If the Assignment Agreement ends in the interim, invoicing will be done immediately after the end of the Assignment Agreement.
- 10.3. Payment must be made within 14 days of the invoice date.
- 10.4. If the Client does not pay the invoice within the payment term, the Client is in default by operation of law without notice of default. The Client being a Company owes interest of 2% per month on the amount due from the moment of default, whereby a part of a month is counted as a whole month, unless the statutory interest rate for commercial transactions is higher. If the statutory interest rate for commercial transactions is higher, the statutory interest for commercial transactions will be charged to the Client. After the Client is a Consumer in default, the Client being a Consumer will be charged the statutory interest for consumer transactions. In addition, all costs of recovery, both judicially and extrajudicially, are borne by the

Client. The extrajudicial collection costs are set at 15% of the principal amount with a minimum of € 150 with the Client's being a Company,-. With the Client being a Consumer, the extrajudicial collection costs are determined in accordance with the Collection Costs Act.

- 10.5. The Client is never entitled to set off what he owes to Xpats-Service Relocation Agency . Objections to the amount of an invoice do not suspend the payment obligation.
- 10.6. Payments made by the Client are always intended to pay interest and costs due in the first place and in the second place for dueable invoices that have been outstanding for the longest time, even if the Client states that the payment relates to a later invoice.
- 10.7. In the event of liquidation, bankruptcy or suspension of payment of the Client, the claims of Xpats-Service Relocation Agency will be immediately due and payable.
- 10.8. If the Agreement has been entered into jointly by several Contractors, they shall be jointly and severally liable for the fulfilment of the payment obligations arising from the Agreement.

#### **Artikel 11. Liability and limitation period**

- 11.1. Xpats-Service Relocation Agency cannot be held to compensate for any damage that is a direct or indirect result of:
  - a. An event that is in fact beyond its control and can therefore not be attributed to its actions, as described, among other things, in article 12 of these general terms and conditions;
  - b. Any act or omission of the Client, its subordinates or other persons, employed by or on behalf of the Client.
- 11.2. The Client is responsible under all circumstances for the accuracy and completeness of the data and documents provided by it. Xpats-Service Relocation Agency is never liable for any damage that is (partly) caused by the fact that the data and documents provided by the Client or the Expat are incorrect and / or incomplete. The Client indemnifies Xpats-Service Relocation Agency against all claims in this regard.
- 11.3. Xpats-Service Relocation Agency is not liable if the result resulting from the Work does not meet the expectations of the Client.
- 11.4. Xpats-Service Relocation Agency is not liable for errors or omissions of third parties engaged by it. The applicability of Article 6:76 of the Dutch Civil Code is expressly excluded.
- 11.5. Advice is provided by Xpats-Service Relocation Agency to the best of its knowledge and in good faith, but it does not accept any liability for damage, direct or indirect, resulting from the content of the advice given by it. The Client is responsible for the decisions he makes, whether or not in response to advice from Xpats-Service Relocation Agency. If the Client suffers damage and/or has to incur additional costs as a result of a decision by the Client, whether or not on the basis of advice from Xpats-Service Relocation Agency, this is entirely at the risk of the Client and this damage and/or additional costs cannot be recovered from Xpats-Service Relocation Agency.
- 11.6. Xpats-Service Relocation Agency is not liable for the damage caused by hackers or a cyber attack.
- 11.7. Xpats-Service Relocation Agency is not liable for any damage that the Client suffers or has suffered because the Client does not fulfil, not on time or properly comply with its obligations arising from laws and regulations.
- 11.8. Xpats-Service Relocation Agency is not liable for any act and/or omission of the Expat or a third party.
- 11.9. Xpats-Service Relocation Agency is not liable for the work by third parties recommended by Xpats-Service Relocation Agency.
- 11.10. Xpats-Service Relocation Agency is not liable for the decisions of government agencies.
- 11.11. Xpats-Service Relocation Agency is never liable for indirect damage, including consequential damage, business loss, missed savings, loss of turnover and/or profit, delay damage, business interruption, reputational damage, labor costs and imposed fines.
- 11.12. Liability on the part of Xpats-Service Relocation Agency due to an attributable shortcoming in the fulfilment of the Agreement only arises when the Client has sent Xpats-Service Relocation Agency a notice of default in good time within the complaint period referred to in Article 1 4.1 in which the shortcoming of Xpats-Service Relocation Agency is clearly described and Xpats-Service Relocation Agency is given a reasonable period of time to comply and Xpats-Service Relocation Agency has not complied with this notice of default. Xpats-Service Relocation Agency has the right to undo damage and to take damage reduction measures at any time.

- 11.13. If Xpats-Service Relocation Agency should be liable for any damage or if a liability limitation is not valid or is declared inapplicable by a court, the liability of Xpats-Service Relocation Agency is limited to the amount of the relocation agency provided by the insurer of Xpats-Service Relocation Agency benefit made. If in any case the insurer does not make payment or the damage is not covered by the insurance of Xpats-Service Relocation Agency, the liability of Xpats-Service Relocation Agency is limited to the invoiced amount for the part of the Agreement to which the liability relates.
- 11.14. The Client is obliged to take damage reduction measures.
- 11.15. The Client must bring all legal claims within 1 year if the Client is not satisfied with the Activities or the actions of Xpats-Service Relocation Agency. If the Client does not act in a timely manner, the legal claim shall become time-barred.

#### **Artikel 12. Force majeure**

- 12.1. Xpats-Service Relocation Agency is not obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Force majeure is in any case understood to mean: extreme weather conditions; Floods; theft; Natural disasters; terrorism; riots; Epidemics; pandemic; barriers by third parties, including those of public authorities; wars or dangers of war; fire; internet outage; Power failure; failure of services or software of a third party; illness or personal (family) circumstances of the natural person who executes or is required to execute the Agreement on behalf of Xpats-Service Relocation Agency; hacker attack or cyber attack; disruption in e-mail traffic; government measures.
- 12.2. In the event of force majeure, Xpats-Service Relocation Agency has the right to claim that the Agreement be adapted to the circumstances, or the right to terminate the Agreement or to suspend the execution of the Agreement for as long as the force majeure persists.
- 12.3. If Xpats-Service Relocation Agency cannot (temporarily) continue to fulfil the Agreement due to force majeure, all Work carried out up to the moment of the force majeure situation will be charged to the Client.

#### **Artikel 13. Confidentiality and privacy**

- 13.1. The parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from other sources within the framework of the Agreement. Information is considered confidential if this has been communicated by the other Party or if this results from the nature of the information. The Party receiving confidential information will only use it for the purpose for which it was provided.
- 13.2. If, on the basis of a legal provision or a court ruling, Xpats-Service Relocation Agency is obliged to provide confidential information to a third party designated by law or the competent court and Xpats-Service Relocation Agency cannot invoke a legal or authorized right of change recognized or permitted by the competent court, then Xpats-Service Relocation Agency is not obliged to pay compensation.
- 13.3. Xpats-Service Relocation Agency has the right to use the knowledge increased by the execution of an Agreement on its side for other purposes, insofar as no strictly confidential information of the Client is brought to the attention of third parties.
- 13.4. Xpats-Service Relocation Agency processes personal data in accordance with its privacy statement on its website, see <https://www.xpats-service.com/wp-content/uploads/2023/02/XPS-Privacy-Policy.pdf>.

#### **Artikel 14. Complaints**

- 14.1. A complaint about the Work must be made in writing under penalty of forfeiture of all claims within 14 days after the performance of the Work to which the complaint relates or, if the Client demonstrates that he could not reasonably have detected the defect earlier, within 14 days after the Client has discovered the defect in the Work, to Xpats-Service Relocation Agency. The Written Notice of Default must contain a clear description of the shortcoming so that Xpats-Service Relocation Agency is able to respond adequately. Complaints about the invoice must be made known to Xpats-Service Relocation Agency within 7 days of the invoice date. If the Client does not submit a complaint in time, the right of action lapses.

- 14.2. Handling a complaint does not imply that Xpats-Service Relocation Agency acknowledges that the Work performed is defective.
- 14.3. After submitting the complaint, the Client must give Xpats-Service Relocation Agency the opportunity to investigate the merits of the complaint and, if necessary, to give the opportunity to still perform the agreed Work.
- 14.4. Repair work carried out by a third party or by the Client itself without the permission of Xpats-Service Relocation Agency will never be reimbursed and do not entitle the Client to suspend payment.
- 14.5. If the performance of the agreed Work is no longer possible or useful, Xpats-Service Relocation Agency will only be liable within the limits of article 11 of these general terms and conditions.
- 14.6. Complaints do not suspend the Client's payment obligation.

**Artikel 15. Suspension and dissolution**

- 15.1. Xpats-Service Relocation Agency is authorized to suspend the execution of the Agreement or to dissolve the Agreement by means of a Written Statement without observance of a notice period and without being liable for compensation, if:
  - a. Xpats-Service Relocation Agency knows whether it suspects that the Expat is refused to work in the Netherlands by the government;
  - b. The Client does not or does not fully comply with its obligations towards Xpats-Service Relocation Agency;
  - c. After the conclusion of the Agreement Xpats-Service Relocation Agency became aware circumstances give good reason to fear that the Client will not fulfill the obligations;
  - d. The Client is declared bankrupt or an application for bankruptcy has been made;
  - e. The Client provisional suspension of payment is granted or an application for suspension of payments has been made.
- 15.2. Furthermore, Xpats-Service Relocation Agency is authorized to dissolve the Agreement if circumstances arise that are of such a nature that performance of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness or if otherwise circumstances arise that are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
- 15.3. If Xpats-Service Relocation Agency dissolves or suspends the Agreement, all Work already performed will be charged to the Client, without prejudice to Xpats-Service Relocation Agency's right to claim compensation from the Client.

**Artikel 16. Expiry period**

- 16.1. Unless otherwise stipulated in these general terms and conditions, the Client's rights of action for whatever reason against Xpats-Service Relocation Agency expire in any case after 1 year after the moment when the Client became aware or could reasonably have been aware of the existence of these rights.

**Artikel 17. Applicable law, competent court and disputes**

- 17.1. All Agreements and legal acts between the Parties are governed by Dutch law.
- 17.2. All disputes to which the Agreement, these general terms and conditions or the resulting obligations may give rise, in particular regarding validity, interpretation, execution, termination or dissolution, will be settled exclusively, to the express exclusion of any other court, by the competent court in the district where Xpats-Service Relocation Agency is located. The Client being a Consumer has 1 month, after Xpats-Service Relocation Agency has invoked this clause in writing against the Client being a Consumer, to choose to settle the dispute before the competent court according to the law.
- 17.3. The parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

