



## **General Terms and Conditions (of sale) of Settle Service B.V.**

### **Article 1: scope**

1. These General Terms and Conditions (of sale) apply to all the agreements, legal relationships and other obligations entered into between Settle Service B.V. and the client.

### **Article 2: definitions**

1. In these General Terms and Conditions (of sale), the following terms have the following meanings:
  - a) Settle Service B.V.: the legal entity that provides immigration and relocation services to the Client and their employees. Called Settle Service hereafter.
  - b) The Client: the natural and/or legal entity who provides the agreement for services to Settle Service B.V.

### **Article 3: general**

1. In the event of any amendments to these terms and conditions by Settle Service B.V., the amended terms and conditions will apply to all new assignments from the date of publication on the website Settle Service B.V..
2. The Client may only rely on the Client's own General Terms and Conditions or on any other trading terms whatsoever, or any stipulations to the contrary, if these have been accepted, explicitly and in writing, by Settle Service prior to the assignment.
3. These General Terms and Conditions will also, without any further declaration, apply to all subsequent obligation(s) and/or agreement(s) between Settle Service and the Client, unless they have been excluded, explicitly and in writing.

### **Article 4: agreement and offers**

1. All offers by or on behalf of Settle Service will be made in writing. The legal relationship between Settle Service and the Client will not exist until the quotation or offer has been accepted by the Client, explicitly and in writing, or when the Client has received confirmation of the assignment, in writing, from Settle Service.
2. Unless explicitly agreed otherwise, the offers made by Settle Service will be valid for fourteen (14) days.
3. All offers are based on the information received by Settle Service from the Client at such time as the offers are made. In the event of any changes in the circumstances on which Settle Service has based the aforesaid offers, Settle Service will be authorized to take these changes into account in the performance of the obligation(s) and/or agreement(s) and/or to adjust the prices, provided this is confirmed to the Client in writing.

### **Article 5: website and promotional material**

1. All written information, diagrams, images, etc. provided by Settle Service on the website of Settle Service and/or in leaflets or in any other promotional material will have no binding effect on Settle Service and are only meant to provide a general representation of the services offered by Settle Service.
2. All the information on the website of Settle Service and/or all the promotional material provided by Settle Service is without obligation and furthermore subject to change. Settle Service does not in any way whatsoever guarantee that the information concerned is complete or up-to-date. The Client cannot derive any rights whatsoever from any such information.

### **Article 6: time limits**

1. Any and all time limits given by Settle Service or time limits agreed with the Client regarding any delivery and/or provision of service are approximate only and will therefore never be considered to be final deadlines. In the unlikely event that any completion time is exceeded by Settle Service – for whatever reason – the Client must (after consulting Settle Service) specify a new reasonable time limit for – further – completion of the assignment.
2. In the event that any completion time is exceeded – for whatever reason – Settle Service will never be obliged to pay any compensation whatsoever in this respect.



3. Settle Service and the Client may agree, for each individual assignment, that the assignment in question can also be carried out in parts.
4. In the event that Settle Service and the Client agree that the work will be carried out on a phased basis, Settle Service may inform the Client, in writing, that the commencement of the services in question will be deferred to a next phase, until the Client has informed Settle Service, in writing, that the Client has approved the results of the preceding phase.
5. In the event that the Client, for whatever reason, fails imputably (for example because the Client does not wish to acknowledge or take delivery of or pay (promptly or otherwise) for all or part of a performance of Settle Service after completion), Settle Service will reserve the right to suspend the performance of the work - at whatever stage the work to be performed is at -, to terminate the obligation(s) and/or agreement(s) between the parties and/or to demand compensation or performance of the obligation(s) and/or agreement(s).
6. Irrespective of the payment terms agreed on between Settle Service and the Client, Settle Service will remain entitled to require that the Client provide sufficient security or advance payment before performing any - further - services for the Client.
7. In the event that the assignment is carried out in parts, a completed performance may be invoiced separately by Settle Service.

#### **Article 7: performance of the obligation(s) and/or agreement(s)**

1. Settle Service will endeavour to perform the services with due care and, where appropriate, in accordance with the agreements and procedures agreed on in writing with the Client.
2. Settle Service will at all times have the right to contract out the performance of all or part of the obligation(s) and/or agreement(s) between itself and the Client to third parties in The Netherlands or abroad, or to have them performed by such third parties, if this will, in the opinion of Settle Service, facilitate a good and efficient performance of the Client's assignment. These third parties may rely on these General Terms and Conditions directly in respect of the Client. The scope of Section 404 of Book 7 of the Dutch Civil Code is explicitly excluded in this respect.
3. In so far as Settle Service also effects an obligation or obligations and/or an agreement or agreements between the Client and a third party, Settle Service can never be bound by the arrangements, obligation(s) and/or agreement(s) between the Client and these third parties.
4. For the performance of the obligation(s) and/or agreement(s) with Settle Service, the Client will provide all the particulars and information which Settle Service believes that it requires. In addition, the Client will be obliged to provide Settle Service with all other facts and circumstances that may be relevant to the correct performance of the obligation(s) and/or agreement(s) with Settle Service.
5. The Client will bear the risk with regard to the accuracy or any inadequacy or misunderstandings concerning the information provided by the Client.

#### **Article 8: Performance of the obligation(s) and/or agreement(s) with regard to the finding of a house or otherwise**

1. Supplementary to Article 7, Settle Service will never act as a property agent or be regarded as a property agent in the performance of the obligation(s) and/or agreement(s) with the Client.
2. Settle Service will contract out the relevant work for the renting or letting of a house or otherwise to the (international) property agent to be designated by Settle Service, unless it is agreed in writing between Settle Service and the Client that Settle Service will perform the work ensuing from the obligation(s) and/or agreement(s) with the Client concerning the renting or letting of a house or otherwise, in which respect the work to be performed by Settle Service concerning the renting or letting of a house or otherwise will solely be able to constitute an obligation to use best endeavours and can never be deemed to be an obligation of result of the work to be performed by Settle Service.

#### **Article 9: work schedule or time schedule**

1. The services will be performed by Settle Service in accordance with any work schedule or time schedule drawn up beforehand. Should it become apparent during the performance of the services that it is desirable or necessary to depart from or change the work schedule or time schedule drawn up beforehand, Settle Service may adjust the performance of the services entirely as it sees fit. The Client must be informed of such an adjustment in writing.



2. In the event that any changes to or departures from any work schedule or time schedule that has been drawn up are desirable or necessary, the associated additional costs will at all times be payable by the Client.
3. In the event of any contract variations, additions and omissions, the work concerned must be invoiced or setoff separately or in an itemized manner.
4. Unless agreed otherwise, the services will only be performed on normal working or office days as is customary in the countries in which the services are performed, therefore not on public and commemoration days in the countries in which the services are performed. In special circumstances – necessary for the effective and/or efficient performance of the services – this may be departed from after consultation between the parties and on application of the applicable rates.

**Article 10: performance of obligation(s) and/or agreement(s)**

1. The Client will bear the risk with regard to any inadequacies or misunderstandings concerning the performance of the obligation(s) and/or agreement(s); in any case if these are caused by incorrect, incomplete or late specifications, requirements or other relevant communications provided or made directly or indirectly to Settle Service.

**Article 11: prices and rates**

1. For the services to be performed by Settle Service, the Client will be obliged to pay a fee as described in the agreement(s) between the Client and Settle Service.
2. Unless explicitly agreed otherwise in writing with the Client or stated otherwise, all the prices and rates applied by Settle Service are in legal Dutch currency, excluding turnover tax/VAT.
3. Settle Service explicitly reserves the right to change any prices and rates previously communicated to the Client, in so far as they have not yet explicitly been accepted by the Client.

**Article 12: invoicing and payment**

1. Payment must be made into a bank account to be specified by Settle Service.
2. Payment must be made in legal Dutch currency.
3. Payment must be made within fourteen (14) days of the invoice date, unless explicitly agreed otherwise by the parties, in writing.
4. Payment of the relevant turnover tax/VAT due must be made together with each payment or partial payment.
5. If payment has not been made within the payment term explicitly agreed on in writing or within thirty (30) days of the invoice date, the Client will be in default – without notice of default or judicial intervention being required.
6. If payment is not made in time, the Client will therefore be in default without any notice of default being required and Settle Service will have the right to charge the statutory interest and extrajudicial collection costs from the due date of the invoice.

**Article 13: default**

1. Irrespective of what has been included in these General Terms and Conditions, the Client will be in default without any notice of default being required as soon as the Client fails to comply, or fails to comply within the specified time, with any other performance due, ensuing from any obligation(s) and/or agreement(s), including any terms and conditions, in respect of Settle Service.
2. As soon as the Client is in default, all claims of Settle Service will be due and payable immediately and without reservation.
3. Settle Service has the right to terminate the obligation(s) and/or agreement(s) between the Client and Settle Service without giving notice, if the following occurs:
  - there is reasonable cause to assume that the Client will fail to comply with the Client's obligations;
  - the Client goes bankrupt or into liquidation;
  - suspension of payments is applied for by or on behalf of the Client;
  - the Client proceeds to wind up the Client's business or a substantial part of the property and/or assets of the Client is seized.



**Article 14: company-sensitive information**

1. Each party guarantees that all company or product-sensitive information and particulars received on entering into the obligation(s) and/or agreement(s) will remain strictly between the parties and will not in any way whatsoever be revealed to third parties, both during and after expiry of the contract period.

**Article 15: force majeure**

1. All circumstances (including but not limited to war, mobilization, riots, disturbances, flooding, blocked shipping and other blocking of transport, stagnation in or restriction or termination of supplies by public utility companies, fire and other accidents, government measures, non-delivery of necessary documents/visas to Settle Service by third parties and other unforeseen circumstances) which disturb normal business operations and delay or in all reasonableness render impossible the performance of an obligation or obligations and/or an agreement or agreements occurring beyond the control of Settle Service (irrespective of whether they were foreseeable or not when the obligation(s) and/or agreement(s) were effected) and which are of such a nature that compliance with the obligation(s) and/or agreement(s) cannot in all reasonableness be required of Settle Service, constitute force majeure and cannot result in any imputable failure on the part of Settle Service.

**Article 16: liability**

1. With regard to all the work performed by Settle Service, Settle Service will only be liable for any damage or loss caused by a serious failure or major error attributable to Settle Service.
2. Any liability of Settle Service for consequential damage or loss, including any lost profit, is excluded.
3. Any defence which the third parties engaged by Settle Service may legally rely on in respect of Settle Service can also be relied on by Settle Service in respect of the Client.
4. The liability of Settle Service is limited to the total amount of the fee; in the event of assignments with a longer duration, this liability will be limited to the fee due for six months. Settle Service will never be liable for any damage caused to third parties, persons and/or goods and/or monies while providing services.

**Article 17: partial invalidity/conversion**

1. In the event that all or part of any provision of these General Terms and Conditions is invalid or null and void - for whatever reason - the remaining provisions of these General Terms and Conditions and the obligation(s) and/or agreement(s) between the parties will in all other respects remain in full force, whereas the parties will, in respect of the invalid provision, be deemed to have agreed that which is legally as close as possible to the purport of the invalid provision.

**Article 18: goodwill/no legal effect**

1. In the event that, as a gesture of goodwill or for another reason of, for example, a commercial nature, Settle Service does not at an earlier stage rely on any applicable provision of these General Terms and Conditions in respect of the Client, Settle Service will in doing so never forfeit the right to rely on the relevant provision and any other provisions applicable to these General Terms and Conditions at a later stage.

**Article 19: joint and several liability**

1. In the event that an agreement is or agreements are effected between Settle Service and two or more other contracting parties (Clients), these Clients will each be jointly and severally liable for the full performance of the financial and other obligations arising from the agreement or agreements.

**Article 20: applicable law and competent court**

1. Any disputes arising from the obligation(s) and/or agreement(s), to which these General Terms and Conditions apply, can only be submitted to the competent court in Amsterdam.
2. Dutch law applies to all the obligation(s) and/or agreement(s) governed by these General Terms and Conditions.



**Article 21: handing over and location of these General Terms and Conditions**

1. These General Terms and Conditions were handed over by Settle Service to the Client when the obligation(s) and/or agreement(s) were entered into between the parties.
2. The General Terms and Conditions can also be read and downloaded via the website of Settle Service.
3. The most recent version of the General Terms and Conditions will always apply.