



## **GENERAL TERMS AND CONDITIONS OF SERVICE OF: Dryffus Taxi Transfers**

### **Article 1 Definitions**

1. In these general terms and conditions the terms below are used within the meaning referred to, unless explicitly stated otherwise. User: the user of the general terms and conditions. Commissioning party: the other party to the user. Agreement: the agreement for services.

### **Article 2 General**

1. These general terms and conditions apply to all offers, quotations and agreements between the user and a commissioning party which the user has declared subject to these terms and conditions insofar as the parties did not explicitly deviate from these terms and conditions in writing.
2. The present terms and conditions also apply to all agreements with the user for the execution of which the services of third parties are engaged.
3. Any deviations from these general terms and conditions only apply if explicitly agreed in writing.
4. The applicability of any purchasing conditions and other terms and conditions of the commissioning party is explicitly rejected.
5. If one or more provisions of these general terms and conditions become invalid or null and void, the remaining provisions of these general terms and conditions will continue to apply in full. The user and the commissioning party will then enter into consultations with each other in order to agree new provisions to replace the invalid or null and void provisions, whereby, if and insofar as possible the purpose and the purport of the original provision will be taken into account.

### **Article 3 Offers and quotations**

1. All offers are without engagement, unless the offer explicitly states otherwise in writing.
2. Quotations made by the user are without engagement and are valid for 14 days, unless stipulated otherwise. The user is only bound by the quotations if their acceptance is confirmed by the other party in writing within 14 days, unless stipulated otherwise.
3. The prices quoted in the above-mentioned offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred within the framework of the agreement, including forwarding and administration costs, unless indicated otherwise.
4. If the acceptance deviates (even on secondary matters) from the offer in the quotation, the user will not be bound to it. In that case, the agreement will not come about in accordance with this deviating acceptance, unless the user indicates otherwise.
5. A combined quotation does not oblige the user to perform part of the order in return for a proportional part of the agreed price.
6. Offers or quotations do not automatically apply to future orders.

### **Article 4 Execution of the agreement**

1. The user will execute the agreement to the best of its insight and capacity and in accordance with the requirements of good workmanship, such on the basis of the latest scientific knowledge at that point in time.

2. If and insofar as required for a proper execution of the agreement, the user reserves the right to have certain work performed by third parties.
3. The commissioning party will ensure that all information which the user has indicated as being essential, or with regard to which the commissioning party reasonably ought to understand are essential for the execution of the agreement, is provided to the user in good time. If the information required for the execution of the agreement is not issued to the user on time, the user reserves the right to suspend execution of the agreement and/or to charge the commissioning party the extra costs resulting from the delay in accordance with standard rates.
4. The user is not liable for damage, of any nature whatsoever, due to the user having used inaccurate and/or incomplete information provided by the commissioning party, unless the user should have been aware of said inaccuracy or incompleteness.
5. If it has been agreed that the agreement is to be carried out in phases, the user can suspend the execution of those parts which belong to a subsequent phase until the commissioning party has given its written approval of the results of the preceding phase.
6. If work is carried out by the user or third parties engaged by the user within the framework of the assignment at the commissioning party's location or a location designated by the commissioning party, the commissioning party will provide the facilities reasonably desired by the employees involved free of charge.
7. The commissioning party indemnifies the user against any claims by third parties that suffer damage in connection with the execution of the agreement which is attributable to the commissioning party.

#### **Article 5 Amendments to the agreement**

1. If it transpires during execution of the agreement that it is necessary for a proper execution to change or supplement the work to be performed, the parties will amend the agreement accordingly in good time and on the basis of mutual consultation.
2. If the parties agree that the agreement is to be changed or supplemented, the deadline by which execution has to have been completed may be affected. The user will inform the commissioning party about this as soon as possible.
3. If the change or supplement to the agreement is going to have financial and/or qualitative consequences, the user will inform the commissioning party about this in advance.
4. If a fixed fee has been agreed, the user will also indicate to what extent the change or supplement to the agreement will result in this fee being exceeded.
5. Contrary to paragraph 3, the user will not be able to charge additional costs if the change or supplement is the consequence of circumstances that can be attributed to the user.

#### **Article 6 Contract term; lead time**

1. The agreement between the user and a commissioning party is entered into for an indefinite period of time, unless the nature of the agreement determines otherwise or if the parties explicitly agree otherwise in writing.
2. If within the term of the agreement a deadline has been agreed for the completion of certain work, the agreement will be continued for an indefinite period of time if this deadline is exceeded. If the lead time is exceeded the commissioning party must inform the user of this in writing in advance.

#### **Article 7 Fee**

1. The parties can agree on a fixed fee at the time the agreement is concluded.
2. If no fixed fee is agreed, the fee will be established on the basis of the actual hours spent. The fee will be calculated in accordance with the user's usual hourly rates, applicable for the period in which the work is carried out, unless a different hourly rate has been agreed.
3. The fee and any cost estimates are exclusive of VAT.
4. In the case of assignments that go on a period of more than a month, the costs payable will be charged periodically.
5. If the user has agreed a fixed fee or hourly rate with the commissioning party, the user will still be entitled to increase this fee or rate.
6. The user is furthermore entitled to charge on any price increases, if between the time the offer was made and delivery, the fees in relation to wages, for example, have gone up.
7. The user may furthermore increase the fee when, during the execution of the work, it appears that the amount of work agreed or originally anticipated, was underestimated to such an extent at the time the agreement was concluded that the user cannot in reasonableness be expected to carry out the work originally agreed at the fee originally agreed, as long as this cannot be attributed to the user. In that case the user will notify the commissioning party of its intention to increase the fee or rate. whereby the user will also state the extent of the increase and the date on which it will commence.

#### **Article 8 Payment**

1. Payment must take place within 14 days after the invoice date in a manner to be indicated by the user in the currency of the invoice. Objections to the amount of the invoices do not suspend the payment obligation.
2. If the commissioning party remains in default as regards payment within the 14-day deadline, the commissioning party will be legally in default. The commissioning party will then owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest will apply. The interest on the due amount will be calculated as from the moment that the commissioning party is in default until the moment the full amount is paid.
3. In the event of liquidation, bankruptcy, attachment or a suspension of payments on the part of the commissioning party, the user's claims vis-à-vis the commissioning party will become immediately due and payable.
4. The user is entitled to apply payments made by the commissioning party in the first instance in reduction of the costs, then in reduction of the payable interest and lastly in reduction of the principal sum and the current interest. The user can, without being in default, refuse an offer of payment if the commissioning party designates a different attribution sequence. The user can refuse full payment of the principal sum if the due and current interest and costs are not paid at the same time.
5. The user has the possibility to charge a late payment surcharge of 2%. This surcharge is not payable in the case of settlement within 7 days after the date of the invoice.

#### **Article 9 Retention of title**

1. All items supplied by the user, including any designs, sketches, drawings, films, software, (electronic) files, etc. will remain the property of the user until the commissioning party has fulfilled all the following obligations from all the agreements concluded with the user.
2. The commissioning party is not authorised to pledge items covered by the retention of title, nor to encumber them in any other way.

3. If third parties seize the items delivered subject to retention of title, or wish to establish or exercise any rights thereon, the commissioning party is obliged to inform the user of this as soon as can be reasonably expected.
4. The commissioning party undertakes to insure the items delivered subject to retention of title against fire, explosion and water damage as well as theft and to keep said goods insured and to allow inspection of the insurance policy upon first request.
5. Items delivered by the user which, pursuant to the provisions under 1 of this article, are covered by the retention of title, may only be sold on within the framework of normal operations and may never be used as a means of payment.
6. In the event that the user wishes to exercise the proprietary rights referred to in this article, the commissioning party hereby grants unconditional and irrevocable permission to the user, or to third parties designated by the user, to access all those places at which the user's property is located and to recover those items.

#### **Article 10 Collection costs**

1. If the commissioning party is in default or fails to fulfil one or more of its obligations, all reasonable extrajudicial costs relating to securing payment will be payable by the commissioning party. If the commissioning party fails to settle a sum of money in time, it will forfeit an immediately payable penalty of 15% over the outstanding amount. Such with a minimum of €150.
2. If the user has incurred higher costs, which were reasonably necessary, these will also be eligible for reimbursement.
3. Any reasonably incurred legal and execution costs will also be payable by the commissioning party.
4. The commissioning party will need to pay interest on the collection charges incurred.

#### **Article 11 Inspections, claims**

1. The commissioning party must report any complaints about the work carried out to the user in writing within 8 days after discovery, though no later than within 14 days after completion of the work in question. The notice of default must include a description of the failure that is as detailed as possible, so that the user has the opportunity to respond adequately.
2. If a complaint is well-founded, the user will as yet carry out the work in the manner agreed, unless that has become demonstrably pointless for the commissioning party. The commissioning party has to make this known in writing.
3. If as yet carrying out the agreed work is no longer possible or worthwhile, the user will only be liable within the limits of Article 15.

#### **Article 12 Cancellation**

1. Both parties are entitled to cancel the agreement at any time.
2. If the agreement is cancelled prematurely by the commissioning party, the user will be entitled to compensation on account of the demonstrable loss resulting from lower capacity utilization, unless the cancellation is due to facts and circumstances attributable to the user. The commissioning party is then also obliged to pay the invoices for any work carried out up until that point. The provisional results of the work carried out up until that point, will then also be made available to the commissioning party subject to approval.
3. If the agreement is cancelled prematurely by the user, the user will take care of the handover to a third party of the work that still has to be carried out in consultation with the

commissioning party, unless the cancellation is due to facts and circumstances attributable to the commissioning party.

4. If the handover of the work involves extra costs for the user, these will be charged to the commissioning party.

### **Article 13 Suspension and dissolution**

1. The user is authorised to suspend fulfilment of its obligations or to dissolve the agreement, if:

- the commissioning party fails to fulfil the obligations arising from the agreement, or fails to do so fully.

- circumstances come to the user's attention, after the agreement has been concluded, that provide good grounds to fear that the commissioning party will not fulfil the obligations. In the event that there is good reason to fear that the commissioning party will only partially fulfil its obligations, or will not do so properly, the suspension will only be allowed insofar as the failure justifies such.

- the commissioning party is asked, when the agreement is concluded, to provide surety for the fulfilment of its obligations arising from the agreement and this surety fails to materialise or is insufficient.

2. The user is also authorised to dissolve the agreement, or to have it dissolved, if circumstances occur which are of such a nature that fulfilment of the agreement is impossible or can no longer be demanded on the basis of criteria of reasonableness and fairness, or if any other circumstances occur which are of such a nature that unchanged perpetuation of the agreement cannot reasonably be expected.

3. If the agreement is dissolved, the user's claims on the commissioning party will become immediately due and payable. If the user suspends fulfilment of the obligations, it will retain its claims based on the law and the agreement.

4. The user at all times reserves the right to claim compensation.

### **Article 14 Return of items made available**

1. If the user has made items available to the commissioning party during the execution of the agreement, the commissioning party is obliged to return these items within 5 days in their original state, free of defects and complete. If the commissioning party fails to fulfil this obligation, all the resulting costs will be for its account.

2. If the commissioning party, for whatever reason, after a demand to that effect, as yet remains in default with regard to the obligation referred to under 1., the user will be entitled to recover the resulting loss or damage and costs, including the costs of replacement, from the commissioning party.

### **Article 15 Liability**

1. In the event that the user is liable, this liability will be limited to that which has been laid down in this provision.

2. If the user is liable for direct damage, said liability will be limited to no more than twice the invoice amount, or at least that part of the assignment the liability relates to. Liability is at all times limited to no more than the maximum amount payable by the user's insurer in the case in question.

3. Contrary to the provision laid down under 2. of the Article, in the case of an assignment which goes on for a period of more than one month, liability is further restricted to the part of the fee payable for the last month.

4. Direct damage is exclusively taken to mean:

- any reasonable costs to determine the cause and the scope of the damage, insofar as such determination relates to damage within the meaning of these terms and conditions;
- any reasonable costs incurred to ensure that the user's faulty performance conforms to the contract, unless said defect cannot be attributed to the user;
- any reasonable costs incurred to prevent or limit loss or damage insofar as the commissioning party demonstrates that these costs have resulted in a limitation of direct damage as referred to in these general terms and conditions.

5. The user is never liable for indirect damage, which includes consequential damage, lost profit, missed savings and damage due to operational delays.

6. The restrictions of the liability for direct damage included in these terms and conditions do not apply if the loss or damage is attributable to intent or gross negligence on the part of the user or its subordinates.

#### **Article 16 Indemnification**

1. The commissioning party indemnifies the user against third-party claims in respect of intellectual property rights on materials or data provided by the commissioning party which are used during the execution of the agreement.

2. If the commissioning party provides information carriers, electronic files or software, etc. to the user, the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.

#### **Article 17 Transfer of risk**

1. The risk of loss or damage of items that are the object of the agreement, is transferred to the commissioning party the moment these are legally and/or actually delivered to the commissioning party and therefore come under the commissioning party's control or under the control of a third party to be designated by the commissioning party.

#### **Article 18 Force majeure**

1. The parties are not obliged to fulfil any obligation if they are prevented from doing so as a consequence of a circumstance which is not attributable to fault, and which is not for their account pursuant to the law, a legal act or generally accepted views.

2. In these general terms and conditions force majeure is not only taken to mean that which is referred to as such in the law and jurisprudence, but all externally originating causes, whether foreseen or unforeseen, on which the user cannot exert any influence but, as a result of which, the user is unable to fulfil its obligations. This includes industrial action at the user's company.

3. The user is also entitled to invoke force majeure if the circumstance which hampers (continued) fulfilment commences after the user should have fulfilled its obligation.

4. During the period of force majeure the parties can suspend the obligations resulting from the agreement. If this period lasts for more than two months, each of the parties will be entitled to dissolve the agreement without being obliged to pay compensation to the other party.

5. Insofar as the user has partially fulfilled, or is going to fulfil, its obligations resulting from the agreement at the time that the force majeure commences and the partial obligations (to be) fulfilled have acquired independent value, the user will be entitled to invoice the partial obligations (to be) fulfilled separately. The commissioning party is obliged to pay this invoice as if it were a separate agreement.

#### **Article 19 Confidentiality**

1. Both parties are obliged to observe secrecy with regard to all confidential information which they have acquired from each other all from another source within the framework of their agreement. Information is deemed confidential if the other party has stated this to be the case, or if this arises from the nature of the information.
2. If, on the grounds of a statutory provision or a legal judgement, the user is obliged to issue confidential information to third parties designated by law or a competent court, and the user is unable to invoke a legally defined privilege or one recognised or permitted by a competent court, the user will not be obliged to pay compensation or damages and the other party will not be entitled to dissolve the agreement on the grounds of any resulting loss or damage.

#### **Article 20 Intellectual property rights and copyright**

1. Without prejudice to the other provisions in these general terms and conditions, the user reserves the rights and authorities vested in it on the grounds of the Copyright Act [Auteurswet].
2. All documents supplied by the user, such as reports, recommendations, agreements, designs, sketches, drawings, software, etc. are exclusively intended to be used by the commissioning party and may not be multiplied, made public, or brought to the attention of others by the user, unless the nature of the documents supplied dictates otherwise.
3. The user reserves the right to use the know-how acquired through the execution of the work for other purposes insofar as, by doing so, no confidential information is brought to the attention of third parties.

#### **Article 21 Samples and models**

1. If a sample or model has been shown or supplied to the commissioning party, it will be presumed to have been supplied merely as an indication, unless it has been explicitly agreed that the product or service to be provided will correspond to this.
2. In the case of agreements relating to property, a reference to the surface area or other dimensions and indications will also be presumed to be an indication with which the item does not have to comply.

#### **Article 22 – No poaching clause**

1. During the term of the agreement as well as for one year after its termination, the commissioning party or an organisation affiliated to it will refrain from, directly or indirectly, employing or otherwise making use of the services of employees of the user or of companies engaged by the user for the execution of this agreement or which have been involved in the execution of the agreement, other than after proper, businesslike consultations have taken place with the user in relation to this.
2. The commissioning party or an organisation affiliated to it is also not permitted to employ or in a comparable way have a candidate introduced to the commissioning party by the user within the framework of an (intended) assignment perform work, via a third party or



otherwise, without the user's knowledge within a period of 12 (twelve) months after the afore-mentioned introduction to the commissioning party. Unless the commissioning party has made an express written reservation in relation to this beforehand, this also applies if the candidate introduced by the user is already known to the commissioning party in some way.

3. If the commissioning party acts in contravention of this article, the commissioning party will owe the user immediately payable compensation amounting to € 45,000.

4. In this article the term candidate is also taken to mean: the candidate who in the preceding 12 (twelve) months was introduced to the commissioning party by the user and the candidate whose engagement ended less than 12 (twelve) months before the agreement with the commissioning party was concluded.

#### **Article 23 Disputes**

1. The court in the user's place of business has exclusive competence to take cognizance of disputes arising from this agreement. Nevertheless, the user is entitled to unilaterally submit the dispute to a court which is competent according to the law.

#### **Article 24 - Applicable law**

1. Any agreement between the user and the commissioning party is governed by Dutch law.

#### **Article 25 Amendment, explanation and location of the terms and conditions**

1. These terms and conditions were filed at the Almere office of the Chamber of Commerce.

2. In the event of a dispute concerning the interpretation of this agreement and the English translation thereof, the Dutch text will prevail.

3. The applicable version will always be the last version filed, or the version which applied at the time the agreement was concluded.