

General terms and conditions of *Partners in Relocation B.V* deposited with the Chamber of Commerce in Tiel, under no: 27.176752 and the District Court public prosecutor's office in Utrecht under no.: 373/2002.

1 Applicability

- 1.1 All of the following, performed by or on behalf of *Partners in Relocation*, hereafter "P.I.R.": offers, quotations, contracts and their implementation, including all (legal) acts that are performed within the framework thereof, are subject to these general terms and conditions. Should any provision in an offer, quotation or contract contradict these terms and conditions, the contents of the offer, quotation or contract shall prevail.
- 1.2 The articles of these general terms and conditions also apply to distance contracts, concluded via P.I.R.'s webshop, unless these general terms and conditions explicitly depart from the said articles.
- 1.3 A contract has been concluded electronically at the moment that the client has accepted an offer and when the conditions contained therein have been fulfilled. An offer has been accepted when a client places an order via the webshop and subsequently approves it or makes the required payment.
- 1.4 The text of these general terms and conditions will be made available to a client before a contract is concluded. If handing over these general terms and conditions is not reasonably possible, then before concluding the contract, the client will be informed that the general terms and conditions will be sent by electronic means to him/her as soon as possible in the form of a pdf or by post, and also that the terms and conditions can be requested from the District Court in Utrecht or the Chamber of Commerce.
- 1.5 If a distance contract is concluded electronically, then, contrary to Article 1 para. 4 and before the distance contract is concluded, the text of these general terms and conditions will be made available to the client electronically, in such a way that the client can easily store them on a durable data carrier. If this is not reasonably possible, the client will be informed, before the distance contract is concluded, where the general terms and conditions can be inspected electronically and that they will be sent, free of charge, electronically or in some other way, if the client so requests.
- 1.6 P.I.R. explicitly rules out the applicability of different general terms and conditions than these, irrespective of the name of such general terms and conditions and which form they may take. This also applies to the client's purchasing conditions and other general conditions used by the client. By accepting an offer made by or on behalf of P.I.R. accepting a contract with P.I.R. or by accepting services offered by or on behalf of P.I.R., the client unconditionally accepts that these general terms and conditions apply and that the applicability of other general terms and conditions than those mentioned in this article is precluded.
- 1.7 Different conditions will only apply if they are agreed in writing by P.I.R. and the client and only in relation to the contract for which the said conditions were agreed; for the rest, these general terms and conditions remain effective.
- 1.8 In the event that any provision of these general terms and conditions should prove entirely or partially invalid, voidable and/or non-enforceable, this will have no consequence whatsoever for the validity of any other provisions in these general terms and conditions. If a provision of these general terms and conditions could only be valid if it were to have a more limited scope and purpose, then this provision will automatically apply to the most far-reaching or largest limited scope or purpose whereby it remains valid.

2 Offer

- 2.1 Every offer made by or on behalf of P.I.R., in whatsoever form, is non-obligatory, so P.I.R. is not bound by it, except if and insofar as P.I.R. indicates this, in writing, or it has been agreed differently, in writing, by the parties.
- 2.2 All price-lists, brochures, catalogues, folders and other data provided with an offer by or on behalf of P.I.R. are compiled as meticulously as possible, but are only binding for P.I.R. insofar as they have been confirmed in writing by P.I.R.
- 2.3 A client who accepts an offer or quotation made by or on behalf of P.I.R. that differs from this offer or quotation is regarded as a rejection

of the offer or quotation and as a new offer by which P.I.R. is not bound. Notwithstanding article 6:225, para. 2 of the [Dutch] Civil Code, this also applies if the acceptance only differs in minor points of the offer made by P.I.R.

3 Realisation of a contract and its contents

- 3.1 With the exception of that which is stipulated below in para. 2 of this article, a contract with P.I.R. has only been realised after P.I.R. has accepted an order in writing. The written acceptance is expected to reflect the contract correctly and in full.
- 3.2 In view of the provision in article 2 of these general terms and conditions, if an offer or quotation is non-obligatory and a binding offer period has been stipulated, the contract is realised at the moment that the offer or quotation has been accepted by the client in good time and with legal effect. Acceptance of the offer or quotation is deemed to reflect the contract correctly and in full.
- 3.3 P.I.R. is only bound by any additional agreements or alterations made later to the contract, as well as (verbal) agreements and/or promises if these were confirmed or certified in writing by (a suitably competent representative of) P.I.R.
- 3.4 Any alteration and/or partial termination or full termination of an order by or at the request of the client can only take place with the prior written permission of P.I.R. and on condition that tasks already carried out by or on behalf of P.I.R. are reimbursed in full by the client. In the event of an alteration and/or partial termination at the client's request, P.I.R. is entitled to charge the client for the (extra) costs involved.
- 3.5 When concluding a contract or after it has been concluded, P.I.R. is entitled to demand of the client, before any (further) performance, security that payments and other obligations will be fulfilled.
- 3.6 P.I.R. is competent to engage third parties in order to carry out the contract. Any costs involved will be passed on to the client in accordance with the price quotations provided. Where possible, P.I.R. will consult the client on this matter.

4 Delivery dates

- 4.1 Except if and insofar as agreed otherwise in writing, the (delivery) dates quoted by or on behalf of P.I.R. do not purport to be deadlines. All (delivery) dates quoted by P.I.R. are established in good faith, based on data that were known when offering the client the tasks and they will be observed as far as possible. However, failing to meet a quoted (delivery) date does not constitute P.I.R. being in default. Default only occurs if P.I.R. is declared in default in a written warning, whereby a reasonable period is given to comply, and compliance is not realised within this period. P.I.R. is not bound to comply with a (delivery) date that can no longer be realised due to circumstances beyond its control.
- 4.2 Notwithstanding that which is stipulated above under para. 1 of this article, P.I.R. is obliged to comply with the quoted (delivery) date as far as possible, but will never be liable for exceeding any date, and in the event of exceeding a date, P.I.R. is not bound pay any compensation, except when it was due to intent or gross negligence on the part of P.I.R. Exceeding a (delivery) date does not entitle the client to terminate or dissolve the contract or to refuse to accept goods or services, except where P.I.R. is guilty of intent or gross negligence. In the event of a (delivery) date being grossly exceeded, the parties will enter into consultation with one another.

5 The price

- 5.1 All prices of products and services mentioned by P.I.R. in the quotation or offer or on the website are always subject to printing and typographical errors and include or exclude VAT.
- 5.2 Prices of products and services can be periodically re-indexed.
- 5.3 The prices of services and products within the period of validity of an offer will not be increased, unless P.I.R. is confronted with statutory alterations and increases. If the price of a product or service is increased by more than 10%, the client is entitled to dissolve the contract with P.I.R. and P.I.R. will refund any payments the client has already made within a reasonable period of time.

6 Payment

- 6.1 Except where agreed otherwise in writing, payment of the agreed price must take place, without any settlement, by deposit or transfer into a bank account stipulated by P.I.R. within the period stipulated on the invoice.
- 6.2 Payment to P.I.R. has taken place on the day that the payment has been received on P.I.R.'s bank account.
- 6.3 The day on which payment took place is the date on which payment was received, as indicated on P.I.R.'s bank statements.

7 Additional provisions relating to the webshop

- 7.1 If a client accepts an offer by electronic means, P.I.R. immediately confirms, electronically, acceptance of the offer. As long as P.I.R. has not confirmed receipt of the acceptance, the client can dissolve the contract.
- 7.2 P.I.R. will take appropriate technical and organisational measures to safeguard the electronic transfer of personal data and other relevant information. P.I.R. will ensure a safe internet and web environment.
- 7.3 When confirming receipt of the client's acceptance, P.I.R. will send the following information, in writing or in such a way that the client can store it accessibly on a durable data carrier:
 - a. The e-mail address or office address of P.I.R. where the client can send complaints;
 - b. The conditions under which the client can make use of his/her cooling-off period and how to do this, or a clear statement about the non-applicability of this cooling-off period;
 - c. The applicable general terms and conditions.
- 7.4 Contrary to article 6 of these general terms and conditions, for a distance contract, a client should pay the agreed price immediately via Ideal or Paypal. A client is also allowed to pay by bank transfer; however, the date that the order is placed is the date on which P.I.R. receives payment for the products and services in question.
- 7.5 When purchasing products and services, a client who can be considered as a consumer is allowed to revoke (or dissolve) the contract without giving reasons during fourteen (14) calendar days. This cooling-off period commences on the day after confirming that the client has purchased a service from P.I.R., irrespective of whether the client is actually making use of the service at that moment.
- 7.6 Revocation (or dissolution) takes place by informing P.I.R. in writing, by letter or by e-mail, thereby making use of the revocation form. A client who is a customer can opt to supply the product directly. In that case, when taking advantage of the revocation right, the costs of services that have already been supplied will be charged pro rata.
- 7.7 A contract may only be dissolved free of charge if products and services have not yet been delivered by P.I.R. or not in full. In that case, after dissolution, P.I.R. will refund the client the pro rata amount paid by the client, within 14 calendar days.
- 7.8 If the client, in his/her capacity as a customer, dissolves the contract, even though P.I.R. has already delivered the products and/or services, the client will only be refunded that part of the payment for products and/or services that have not yet been delivered.
- 7.9 In supplement of article 9, P.I.R. is not liable for direct or indirect damage the client may suffer due to using – and/or as a consequence of using – the website.
- 7.10 P.I.R. is at all times entitled to alter or discontinue the website, without any liability regarding the client or third parties.

8 Force Majeure

- 8.1 A 'force majeure' is regarded as: every circumstance, cause or event, wherever it takes place, occurs or presents itself, that temporarily or permanently hinders, renders impossible or makes unreasonably problematic P.I.R.'s correct, full and timely compliance with any obligation, and which circumstance, cause or event P.I.R. is not reasonably able to prevent or which is entirely or partly beyond P.I.R.'s sphere of influence. Also regarded as 'force majeure' are the consequences of the said circumstances, causes or events.
- 8.2 If force majeure hinders P.I.R. from fulfilling any obligation towards the client, and in the reasonable opinion of P.I.R. the force majeure situation is permanent or long-term in nature, the parties can make an arrangement about dissolving the contract in accordance with the law and the consequences this involves.
- 8.3 If force majeure hinders P.I.R. from fulfilling any obligation towards the client, and in the reasonable opinion of P.I.R. the force majeure situation is temporary or transient in nature, P.I.R. is entitled to suspend fulfilment of the contract until the circumstance, cause or event that caused the force majeure no longer exists.
- 8.4 P.I.R. is entitled to claim payment relating to all that has been done by or on behalf of P.I.R. to implement the contract with the client before the force majeure resulting in the circumstance, cause or event occurred or became evident.

9 Liability

- 9.1 Except in the event of intent or gross negligence on the part of P.I.R. and/or insofar as may be deemed otherwise based on provisions of mandatory law relating to (product) liability, P.I.R. is not bound to pay any compensation for damage of whatsoever nature to any movable or immovable property or to any (legal) entity, including trading loss, which damage was caused, directly or indirectly, to the client or to any third party, by – or which relates to – any goods supplied or services rendered by or on behalf of P.I.R. The client explicitly indemnifies P.I.R. against rights and claims which are based on or related to such damage. With due regard to that which is stipulated elsewhere in this article, P.I.R. is in any case not liable for damage or loss caused directly or indirectly by:
 - a. the inaccuracy or incompleteness of information supplied by the client, and/or other information not provided by P.I.R.;
 - b. negligent behaviour on the part of the client, the client's personnel or other persons engaged by the client, or any other person on the client's side in relation to goods supplied or services rendered by or on behalf of P.I.R.
- 9.2 If a security incident (data breach) happens to P.I.R. or a third party or (sub)-processor engaged by P.I.R., despite P.I.R.'s due care, P.I.R. is only liable if the security incident (data breach) occurred due to P.I.R.'s not having its security systems in order.
- 9.3 Insofar as it is established in court proceedings or in arbitration proceedings, or by means of mediation or similar proceedings, that P.I.R. cannot invoke the restriction of liability as described in article 9.1 and/or 9.2, then P.I.R. is only liable for normally foreseeable shortcomings relating to services rendered and/or goods supplied by or on behalf of P.I.R.
- 9.4 Notwithstanding the above, the liability of P.I.R. is at all times limited to direct damage and it is at all times limited to the sum that P.I.R. stipulated and received from the client within the framework of the contract, the order and/or the service. In relation to contracts, orders and/or services that last longer than one (1) year, or orders or services that are carried out sequentially during a period longer than one (1) year, a further limitation applies to the above-mentioned liability, namely to the maximum that P.I.R. stipulated and received from the client or any third party (in the event of mediation) over the past year.
- 9.5 Payment by P.I.R. (with due regard to the maximum mentioned in para. 4 of this article) of the established damage is to be regarded as the only and complete compensation. For the rest, the client grants P.I.R. explicit and full indemnification.
- 9.6 Insofar as it is established, in court proceedings or arbitration proceedings or by means of mediation or similar proceedings, that P.I.R. may not invoke the restriction of liability as defined in article 9.1, 9.2, 9.3, 9.4, and/or 9.5, then any liability of P.I.R. is at all times limited to direct damage and is at all times limited to the sum that is reimbursed in the case concerned by P.I.R.'s liability insurer; if

necessary, at the client's request, P.I.R. will supply information about the sum to which P.I.R. is insured.

- 9.7 To realise any right to compensation, the client will always be expected to report the damage to P.I.R., in writing, by registered post, within 48 hours after it came about, or immediately after the client knew about the damage or could be expected to know about it.
- 9.8 Notwithstanding that which is stipulated further in this article, every claim to compensation lapses after one year has passed since the damage became manifest or was discovered or could reasonably have been discovered.
- 9.9 In relation to goods or services that P.I.R. obtained from a third party in order to implement the contract concluded with the client, the (contract and/or guarantee) provisions applicable to the transaction concerned will also apply in respect of the client, if and insofar as this is invoked by P.I.R.

10 Intellectual property rights

- 10.1 All rights to intellectual property based on the supply of goods by virtue of a (services) contract, or relating to services carried out by or on behalf of P.I.R., remain with P.I.R. and shall explicitly continue to remain with P.I.R. Therefore, that the client puts goods into operation, and accepts the delivered goods and/or services rendered, explicitly does not involve transfer of the said rights.
- 10.2 The right of use granted is non-transferable. The client is not entitled to publish, sell, sub-licence, alienate, reproduce, make copies of – or make available to a third party for whatsoever purpose – intellectual property rights, without the prior written permission of P.I.R.
- 10.3 The client is not allowed to remove or alter any copyright notice, marks, trade names or other intellectual property rights, including references about the confidential nature and non-disclosure of the intellectual property rights. The client guarantees that he will do nothing, nor make any omissions that would constitute an infringement of the intellectual property rights, make these rights invalid and/or endanger these intellectual property rights.
- 10.4 P.I.R. can in no way be deemed liable in connection with the infringement of any rights to industrial or intellectual property rights or to any other exclusive right that is the consequence of any alteration in goods sold and/or delivered, or services rendered by or on behalf of P.I.R.

11 Default; interest and costs

- 11.1 A client will be in default by the mere lapse of time within which a payment or fulfilment of some other obligation should have taken place, without requiring further warning, demand or notice of default. In order to avoid any discussion, P.I.R. will notify the client of default of payment and demand that the client pays for the product or service within a reasonable period of time.
- 11.2 If a client does not pay P.I.R. a sum owed in good time, the client will automatically owe P.I.R., starting on the day on which payment is due, a default interest of one-and-a-half percent (1½ %) per month, notwithstanding other rights due to P.I.R.; when calculating this default interest, a month that has commenced but not yet ended will count as a full month. The said default interest of 1½ % per month is a minimum interest, and should this interest, when calculated on a yearly basis, be less than 5% higher than the officially statutory interest that is applicable in the Netherlands, this default interest will automatically be increased until it is 5% higher than the statutory interest, when calculated on a yearly basis.
- 11.3 Every payment from the client serves in the first place to pay any interest that is owed and to pay collection costs and administration costs owed to P.I.R. and then in settlement of unpaid claims in order of age, i.e. starting with the oldest unpaid claim.
- 11.4 All judicial and extrajudicial costs that may be incurred, including costs P.I.R. incurs for legal assistance and legal advice in cases covered by this article, are at the client's expense. The extrajudicial collection costs are statutorily fixed and amount to a minimum of €40.00.

12 Termination of a contract

- 12.1 If a client is in default and the client still fails to fulfil his/her obligations based on the contract concluded with P.I.R. despite a written demand from P.I.R., then P.I.R. is entitled to terminate or dissolve the contract without judicial mediation, notwithstanding the right of P.I.R. to claim damages, to take advantage of rights arising from retention of ownership and to take other (judicial) measures. The powers of P.I.R., as described in the previous sentence, do not diminish the right of P.I.R. to demand compliance instead of terminating or dissolving the contract (whether or not with compensation).
- 12.2 Notwithstanding the provision in article 11 para. 1, P.I.R. can in any case terminate or dissolve the contract with the client with immediate effect if:
 - a. the client is declared bankrupt, assigns his/her estate, applies for suspension of payment, or the client is granted (temporary or permanent) suspension of payment or if the client's assets are seized in full or in part;
 - b. the client, in his/her capacity as a natural entity, dies or is placed under curatorship or the client's goods are subject to administration, or an application is submitted on behalf of the client for application of the Debt Restructuring (Natural Persons) Act or if the client is suspected of participating in terrorist activities;
 - c. the client is a legal entity, the client's liquidation has started, or a claim to dissolve the client has been lodged or a dissolution decision will be made or has been made regarding the client.
- 12.3 The unilateral (interim) termination of a contract by the client is only possible if this is provided for in the contract. If a contract is terminated or dissolved, the sums that the client owes to P.I.R. at the moment of termination or dissolution remain payable in full and they become immediately due and payable. In relation to these sums, the client is liable to pay the interest and costs payable according to the provisions of these general terms and conditions, notwithstanding the right of P.I.R. to demand compensation and other rights due to P.I.R.
- 12.4 Notwithstanding the provision in the other paragraphs of this article, in the event that the data and information necessary for implementing the contract were not given to P.I.R., or incompletely, or not on time, or not in the correct form, or if the client otherwise failed to fulfil his/her obligations, P.I.R. is entitled to suspend or terminate implementation of the contract, or in sufficiently serious cases to terminate or dissolve the contract. In such a case, notwithstanding P.I.R.'s right to compensation, the client will owe to P.I.R. the appropriate compensation for what has already been performed in implementing the contract, while P.I.R. is also entitled to charge for extra costs in accordance with its usual tariffs.

13 Client's duty of disclosure

- 13.1 The client is responsible for ensuring that all relevant data and information needed for implementing a contract are always made available in good time and in a form and language that is entirely intelligible and usable for P.I.R.; the costs this involves are at the client's expense. In good time is defined as such a moment that P.I.R. is able to receive this information, discuss it with the client, process it in documents for the competent authorities and can ensure a timely shipment by (registered) post to competent authorities or external parties.

14 Confidential information

- 14.1 Each party will take all reasonable precautions to ensure that information of a confidential nature received from the other party remains confidential. Information is regarded as being of a confidential nature if one of the parties designate it as such.

15 Privacy

- 15.1 P.I.R. works according to the General Data Protection Regulation (hereafter: the GDPR) and only collects personal data that it has reason to process. Furthermore, P.I.R. will make an effort to comply with all relevant laws and legislation regarding the processing of personal data. P.I.R. will not process more personal data than is necessary for the purpose for which it is supposed to process the personal data.
- 15.2 P.I.R. ensures sufficient organisational and technical security measures are taken for an adequate level of security for personal data with which it has been provided. The client can ask P.I.R. about the technical and organisational measures it has taken.
- 15.3 When engaging third parties, P.I.R. also obliges third parties it has engaged to comply with the GDPR and – where necessary – imposes extra guarantees to be able to realise the security of personal data.
- 15.4 No personal data will be shared with parties outside the EEA without permission, except when P.I.R. is legally obliged to do so or in the event that P.I.R. has granted permission for the processing of personal data outside the EEA, or in a situation in which it is explicitly allowed by the GDPR.
- 15.5 P.I.R. makes transparent agreements with any processors regarding the processing of personal data.
- 15.6 Insofar as personal data are lost (a security incident), despite the organisational and technical security measures taken, P.I.R. will inform all relevant parties in good time.
- 15.7 P.I.R. will make an effort to minimise and – insofar as possible – counteract damage as a consequence of a security incident (data leak).
- 15.8 A security incident (data leak) does not release the client from his/her obligations based on the contract with P.I.R., unless the client can prove, or plausibly demonstrate, that this is a case of gross negligence or carelessness on the part of P.I.R.
- 15.9 Security incidents (data leaks) that occur with a third party engaged by P.I.R. should be reported to P.I.R. within 12 hours after discovering the security incident (data leak), subject to liability for the security incident and its consequences. All relevant information regarding the security incident (data leak) should be reported to P.I.R. at the same time.
- 15.10 P.I.R. will not store personal data longer than necessary for processing requests and for the correct administration and financial processing of the client's requests. Personal data will be stored for longer if the client has granted explicit permission for a longer storage period or can hand

over explicit permission of the person concerned, and the personal data are stored for longer if the client is obliged to comply with a longer storage period based on statutory provisions.

- 15.11 Based on the GDPR, P.I.R.'s client has the right to inspect P.I.R.'s personal data, the right to alter the personal data, the right to be forgotten, the right to data portability and the right to information. P.I.R.'s client can exercise the above-mentioned rights as indicated in P.I.R.'s privacy statement. If customers of the client want to take advantage of their privacy rights, P.I.R. will pass on such requests to the client.

16 Amendments in the contract

- 16.1 Amendments in a contract are only valid if made in writing and both parties approve the amendment(s) by having them signed by persons who are competent to do so.

17 Amendment in the general terms and conditions

- 17.1 P.I.R. is competent to make amendments in these general terms and conditions. These amendments come into force at the moment on which they are announced. If no moment of coming into force is mentioned, amendments relating to a client come into force as soon as the client is informed about the amendment.

18 Disputes/applicable law

- 18.1 Dutch law applies to all offers, contracts, deliveries and services rendered, issued, entered into, implemented or carried out by or on behalf of P.I.R.
- 18.2 All disputes, including those that are regarded as such by only one party, resulting from or relating to a contract subject to these general terms and conditions or the implementation thereof and which cannot be solved amicably, will be decided by the District Court in Utrecht as court of first instance, on the understanding that if a certain court is mandatorily designated as competent court, the dispute will be decided by the thus designated court as court of first instance, though notwithstanding the right of P.I.R. to make seizures and take other provisional measures (or organise the same) in (a) place(s) and before the judicial authorities that P.I.R. so desires.

General Terms and Conditions P.I.R. dated March 2019

Final statement

The undersigned, C.E. Beddow, sworn in as translator in the Dutch language by the District Court in Utrecht (on 21 April 1999), and included in the Dutch Register for Registered Interpreters and Translators under Wbtv-number 4444, certifies that the above, made on 9 April 2019, is to the best of her knowledge a complete and accurate translation of the source text which is attached to the current translation.