

# Terms and conditions Expat Renovation Consultancy B.V.

## 1. Definitions

In these Terms and Conditions, the following definitions are applicable:

1.1. Consultant: Expat Renovation Consultancy B.V in The Netherlands in Haarlem

1.2. Client: the person or entity with whom the Contract is entered into;

1.3. Contract/agreement: the contract/agreement between the Client and the Consultant which defines the scope of the Engagement and the services to be rendered by the Consultant, as well as the fee schedule for said services.

1.4. Project: the services to be provided by the Consultant to the Client as specified in the agreement

1.5 Subcontractor/contractor: the contractor that will be completing the construction/renovation work

## 2. General

2.1. These General Terms and Conditions govern the provision of all services, offers, quotations and/or projects from or on behalf of the Consultant to the Client and apply to all legal relationships between the Consultant and the Client.

2.2. By contracting on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future agreements between itself and the Consultant, even if this is not expressly stated.

2.3. These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client.

2.4. Any communication or conduct of the Client which confirms an agreement for the services by the Consultant, as well as acceptance by the Client of any provision of services from the Consultant shall constitute an unqualified acceptance by the Client of these General Terms and Conditions.

## 3. Project

3.1. After the client has accepted the agreement and signed. The Contract between the Consultant and Client is considered established. The Consultant may, without any explanation and at any time, decline the Project. In this case the work already carried out will not be charged to the Client, only if client declines the project after consultant has started work on the project, The consultant has the right to invoice the full agreed amount stated in the agreement to the client. The client would have to pay that invoice within the same pay timeframes to the normal arrangement.

3.2. The Client hereby accepts that the time schedule allocated for the performance of an Engagement may be subject to change in case of amendment to the Engagement and/or the services to be provided thereunder after conclusion of the Engagement. The time schedule of the Client will never be regarded as a deadline.

3.3. The Consultant shall complete the Project with reasonable skill, care and diligence in accordance with the agreement.

3.4. In case of any change of circumstances under which the Engagement is to be performed which cannot be attributed to the Consultant, the Consultant may make any such amendments to the Engagement as it deems necessary to adhere to the agreed quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by the client.

#### 4. Communication

4.1. General information, whether on the Internet, at the request of the Client or otherwise provided by the Consultant, is without obligation and is never considered as advice given by the Consultant in the context of an assignment to him, except insofar as the notification the Consultant clearly shows that this is a specific recommendation for the personal situation of the client.

#### 5. Cooperation by Client

5.1. Client shall give to the Consultant in writing timely directions, instructions, decisions and information sufficient to define the Project required, or any variation thereof, and facilitate the provision of the Projects by Consultant.

5.2. Client shall inform the Consultant the information including obtaining all approvals, authorities, licenses and permits by the Client which are required from governmental, municipal or other responsible authorities for the lawful implementation and completion of the Project, unless otherwise specifically included in the Contract;

5.3. Client shall guarantee the correctness, completeness and reliability of any information provided to the Consultant.

5.4. Client shall at all times duly make available to the Consultant all information and documents that the Consultant deems necessary to be able to carry out the Contract correctly, in the specified form and manner.

5.5. Client guarantees that Consultant's employees can at all times work under safe conditions, in accordance with the relevant health and safety regulations and environmental rules, and shall indemnify and hold harmless the Consultant against all loss, expense or damage arising from or relating to this guaranty by the Client.

#### 6. Subcontractors & Contractors

6.1. The Consultant shall be free to involve Subcontractors & Contractors, availing of specific expertise, in the performance of the Project.

6.2. The costs that arise out engaging the Subcontractors & Contractors are charged to/ and invoiced to the Client. If the Customer refuses to agree to the engagement of these Subcontractors and the Consultant is of the opinion that this assignment is necessary for the correct continuation of the Project, the Consultant must be rewarded in an agreed manner for the assignment as if it had been completed.

6.3. Consultant is in no circumstances liable for (attributable) shortcomings of subcontractors/contractors

#### 7. Confidentiality

7.1. Except with the prior written permission of the Consultant, the Client shall not publish or otherwise make available the contents of proposals, reports, presentations, memos, or other communications by the Consultant, unless these have been provided with the intention of providing third parties with the information set out therein. Furthermore, the Client shall not disclose any of the Consultant's methods and work strategies without the Consultant's written permission.

#### 8. Intellectual property

8.1. All results generated by the Consultant in the Project, including reports, other documents and materials what he uses or did use/developed, shall remain the property of the Consultant.

8.2. The Client is explicitly prohibited from using these products, including working methods, advice, (model) contracts and other mental products of the Consultant, all this in the broadest sense of the word, with or without the involvement of third parties. multiply, reveal or exploit.

## 9. Honorarium

9.1. In the event of changes in rate-determining factors such as wages and/or prices after the conclusion of the agreement, but before the scope of works for the consultant has been executed, the Consultant is entitled to adjust the previously agreed rate accordingly.

## 10. Payment

10.1. The Client shall pay the rate, without deduction, discount or debt settlement, to the Consultant as specified in the Contract, within 10 working days after the invoice date.

10.2. Payment must be made in the currency indicated on the invoice, by bank transfer to a bank account in favor of the Consultant.

10.3. Objections to the amount of the submitted invoices do not suspend the payment obligation of the Client.

10.4. In the case of a Project with joint Clients, the Clients are jointly and severally liable for payment of the full invoice amount insofar as the work has been performed for the benefit of the joint Assignees.

## 11. Liability

11.1. If the Consultant, nor any person put forward by the Consultant to perform the Project, is responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of the Project results by the Client, Is in no case the consultant liable for any damages or losses.

11.2. The consultant, is in no case liable for all direct and indirect damages caused by the subcontractors / contractors, including but not limited to missed profit, property damage, building structure damage, funds lost, time frame for the job extended, stagnation in the regular course of events in the Client's business or other trading loss.

11.3. The Consultant has and reserves at all times the right to, if and insofar possible, to reverse the damage of the Client.

11.4. The Consultant is in no case liable for damage or loss of the data and documents of the Client stored with him or third parties

11.5. The Consultant is not liable for damage or loss of the data and/or documents during transport or during dispatch by mail or courier service, regardless of whether the transport or dispatch takes place by or on behalf of the Client, the Consultant or third parties.

## 12. Termination

12.1. The consultant can terminate the agreement at any time (prematurely) at no cost to the Client.

12.2. If (prematurely) termination has been affected by the Client, the Consultant is entitled to compensation for the occupancy loss incurred as per agreement as stated in the agreement.

## 13. Miscellaneous

13.1. Dutch law is applicable to all offers and tenders issued by the Consultant and to the assignments accepted by it

13.2. In the event that the contents of the agreements made in writing between the Consultant and the Client deviate from those stipulated in these Terms and Conditions, the agreements made in writing shall prevail.

13.3. Deviations from and/or additions to these Terms and Conditions shall only bind the Consultant insofar as these have been expressly agreed in writing between the Consultant and the Client.

13.4. The Consultant is entitled to change the content of these Terms and Conditions in the interim unilaterally. In the event that the Consultant makes an interim change, it will notify the Client and send the amended Terms and Conditions at the same time. The Client is entitled to object to the applicability of the adjusted conditions within 30 days after the date on which it is notified of the relevant changes. In that case, the parties will consult on the content of the applicable Terms and Conditions. If the Client does not object to the amended content of the Terms and Conditions, they shall govern the arrangements made between the parties from the date stated by the Consultant.

#### 14. Scope Terms and Conditions

14.1. If one or more conditions of the Contract or of these Terms and Conditions prove not to be legally valid or do not appear to be legally applicable, the Contract and the Terms and Conditions will remain in force for the remainder. The conditions, which are not legally valid or cannot be legally applied, will be replaced by conditions that are as close as possible to the scope of the conditions to be replaced, in such a way that these replacement Conditions are legally valid.