

General Terms & Conditions R4 Immigration Services

Article 1 – General

- 1.1 These conditions apply to every offer, quote and agreement between R4 Immigration Services, hereinafter referred to as "Contractor", and the Client (and his successors) where the Contractor has declared these conditions to be applicable, to the extent that the working sphere and applicability of these conditions have not been expressly limited in writing and by mutual agreement between parties.
- 1.2 These conditions also apply to agreements with the Contractor for the execution of which third parties will be involved.
- 1.3 If one or more provisions of these terms and conditions should be declared fully or partially invalid at any time, the remainder of these general conditions shall apply in full. Contractor and the Client will then enter into negotiations to develop new rules to replace the invalid provisions, whereby as much as possible the purpose and intent of the original provisions shall be taken into account.
- 1.4 General conditions as used by the Client and third parties are only applicable to the contract if they are not inconsistent with these terms and conditions. In the event of conflicting provisions, all provisions in these general conditions are binding.

Article 2 – Quotes and offers

- 2.1 All quotes and offers made by the Contractor are free of obligations and are valid for 90 days.
- 2.2 An agreement will come into effect after written acceptance (email) of the quote by the Client.
- 2.3 Quotes and offers as made by the Contractor are invalid if the client can reasonably understand that the content, or any part thereof, contains an obvious mistake or error.
- 2.4 The pricing contained in quotes and offers are excluding (a) VAT, (b) other government levies (eg leges), (c) possible costs relating to the fulfillment of the contract (eg translation costs), (d) submitting an appeal and court procedures relating to rejected applications for permits, visas or other arrangements of any kind, (e) legal administrative costs - and costs for legal assistance and (f) other unforeseen expenses, unless otherwise indicated.
- 2.5 Price lists provided by the Contractor are subject to change (such as annual increases based on inflation figures as published by the CBS), unless otherwise agreed, and may not be regarded as a quote.

Article 3 – Duration of the contract

- 3.1 In case a deadline has been agreed or specified for the delivery of certain services or goods, this shall never be a fatal deadline. In case the deadline has been exceeded the Client must expressly declare the Contractor to be in default in writing. Client should grant a reasonable period to Contractor to ensure completion of the delivery.
- 3.2 The Contractor shall execute the agreement to the best of its ability and knowledge and in accordance with the requirements of good workmanship on a best efforts basis.
- 3.3 Contractor has the right to engage third parties for certain work. The applicability of Articles 7:404, 7:407 and 7:409 paragraph 2 of the Dutch Civil Code shall be expressly excluded.

- 3.4 The Client shall ensure that all data, which the Contractor indicates that are necessary or which the Client must reasonably understand to be necessary for the execution of the agreement, be provided to the Contractor in a timely manner. In case these essential data, for the execution of the contract, are not provided to the Contractor in time, Contractor has the right to suspend the execution of the agreement and / or to charge additional costs resulting from the delay in accordance with the then applicable rates to the Client. The delivery/implementation period shall not start before the Client has made the data available to the Contractor. Contractor shall not be liable for damages of any kind, caused by false and / or incomplete data as provided to Contractor by Client.
- 3.5 If the Client was failing in the proper fulfillment of his/her obligations towards the Contractor, the Client shall be liable for any direct or indirect damages caused to the Contractor.
- 3.6 If the Contractor agrees a fixed fee or fixed price with the Client, then the Contractor shall nevertheless be entitled at any time to increase this fee or price without the Client being entitled to terminate the agreement solely for that reason, if the price increase is the result from a license, duty or levy defined in Dutch legislation, or if it is the result of an increase in the price of raw materials, wages, etc., or for other reasons which were not reasonably foreseeable at the conclusion of the agreement.

Article 4 - Suspension, dissolution and termination of the agreement

- 4.1 Contractor is authorized to suspend or terminate the agreement, if the Client does not fulfill its obligations under the agreement in full or on time, after the conclusion of the contract, or when Contractor is notified of circumstances giving good ground to fear that the client will not fulfill its obligations, if the client at the conclusion of the agreement is requested to guarantee the fulfillment of his obligations under the agreement and this security is not given or is insufficient or if the delay on the part of the Client can no longer in all reasonableness require the Contractor to fulfill the agreement against the originally agreed conditions.
- 4.2 Furthermore, the Contractor is entitled to terminate the contract if circumstances arise of such a nature which make fulfillment of the contract impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can not reasonably be required of the Contractor.
- 4.3 If the agreement is dissolved, the claims of the Contractor to the Client become due immediately. If the Contractor suspends the performance of the obligations, he shall retain his rights under the law and the agreement.
- 4.4 If the Contractor decides to suspend or dissolve the agreement, he is not in any way obliged to pay damages and costs incurred in any way.
- 4.5 If the dissolution is attributable to the Client, the Contractor is entitled to compensation for damages, including the resulting costs directly and indirectly incurred.
- 4.6 If the Client does not fulfill its contractual obligations and this failure justifies termination, then the

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- Contractor is entitled to terminate the contract without any obligation to pay any damages or compensation, while the Client, under direct input of default, is required to pay damages or compensation.
- 4.7 If the agreement is terminated by the Contractor, the Contractor shall, in consultation with the Client ensure that the remaining work will be transferred to third parties, unless the termination is attributable to the Client. If the transfer of the work entails extra costs for the Contractor they will be charged to the Client. The Client shall pay such costs within the period mentioned, unless otherwise indicated by Contractor.
- 4.8 In case of liquidation, (application for) suspension of payments or bankruptcy of seizure of property - if and when the seizure is not lifted within three months - at the expense of the Client of debt or any other circumstance which causes the Client to be no longer able to freely dispose of his funds, the Contractor is free to terminate the agreement with immediate effect and/or to terminate or to cancel the order without any obligation or agreement to pay any damages or compensation. Any claims of the Contractor towards the Client in this case will become due immediately.
- 4.9 If the Client cancels an order in whole or in part, then the work performed and the appropriate order or ready made things, plus the potential to drain and delivery costs and the time reserved for the execution of the contract time, will be charged integrally to the Client.

Article 5 – Force majeure

- 5.1 The Contractor is not obliged to fulfill any obligation towards the Client if he is being hampered due to a circumstance that is not due to negligence, and neither under the law, a legal act or generally accepted coming to its account.
- 5.2 Force majeure is defined in these terms, in addition to what is included in the law and jurisprudence, all external causes, foreseen or unforeseen, which the Contractor can not influence, but which cause the Contractor to be unable to meet its obligations . Including strikes in the company of the Contractor or third parties and government measures. The Contractor shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfillment of the contract occur after the Contractor should have fulfilled his obligation.
- 5.3 The Contractor may, during the period that the force majeure continues, suspend its obligations under the agreement. If this period lasts longer than two months, either party is entitled to terminate the agreement without any obligation to pay damages to the other party.
- 5.4 Insofar the Contractor, at the time of the occurrence of force majeure, has partially fulfilled or shall fulfill his obligations under the agreement, which has led or leads to costs for the Contractor, the Contractor is entitled to invoice the already performed or to be performed services separately. The Client is obliged to pay such an invoice as if it were a separate agreement.

Article 6 – Payment and collection costs

- 6.1 Payment must be made within 14 days of invoice date, in a manner to be specified by the Contractor in the currency of the invoice, unless otherwise specified by

- the Contractor. Contractor is entitled to interim periodic billing.
- 6.2 If the Client defaults in the timely payment of an invoice, the Client shall be in default. The Client shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest is due. The interest on the amount due will be calculated from the time that the Client is in default until the moment of payment of the full amount owed.
- 6.3 Contractor is entitled to regard Client's payments in the first place to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal and accrued interest. Contractor may, without being in default, refuse an offer for payment, if the Client maintains a different order for the allocation of the payment. Contractor may refuse full payment of the principal sum of the order(s), in case accrued interest and collection costs are not paid simultaneously.
- 6.4 The Client is never entitled to set off the amount due to the Contractor. Objections to the amount of a bill do not suspend the payment obligation. The Client that does not appeal to section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code) is not entitled to suspend the payment of a bill for any other reason.
- 6.5 If the Client is in default in the (timely) fulfillment of its obligations, then all reasonable costs incurred by Contractor in obtaining payment out of court shall be due to Client. The fulfillment failure of the Client who is a natural person and who is not acting in the exercise of a profession or business (private client), enters into force after he has been given notice to pay within fourteen days of the date of notice and payment is not made. The notice shall also indicate the consequences of payment failure. The extrajudicial costs are calculated on the basis of what is common in the Dutch collection practice (at least 15% of the amount owed by the Client including the interest due). If the Contractor has incurred higher costs for collection which were not reasonably necessary and the Client is not a natural person who is not acting in the exercise of a profession or business (corporate client), the actual costs incurred must be reimbursed by Client. Any judicial and execution costs must also be reimbursed by Client. Collection costs including interest must be reimbursed by Client.

Article 7 - Liability

- 7.1 The Contractor shall only accept liability for direct damages proven by the Client which are the direct result of an attributable shortcoming in the fulfillment of its obligations, except for unforeseen future changes, however limited to the invoice amount in all cases.
- 7.2 Client shall indemnify the Contractor for damages of any kind arising from (a) that the Contractor has acted on the basis of incorrect and / or incomplete data as received from Client, (b) due to poor service and / or negligence by the Client and / or by an engaged third party and (c) due to delays / changes in legislation by the government and / or public holidays.
- 7.3 The Contractor shall not be liable for indirect damage, including consequential damages, lost profits, lost savings and damage due to business stagnation. Client shall indemnify the Contractor against any claims by third parties.

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- 7.4 The Contractor's liability is always limited to the amount paid by his insurer, as appropriate.
- 7.5 Limitations of liability as included in this Article do not apply if the damage is due to intent or gross negligence of the Contractor or his subordinates (excluding third parties).

Article 8 – Ownership

- 8.1 Services/goods supplied by the Contractor under the contract shall remain the property of the Contractor until the Client has fulfilled all its obligations under the agreement concluded with the Contractor in a proper manner.
- 8.2 Services/goods supplied by the Contractor, falling within the terms of paragraph 1., may not be resold and must never be used as payment. The Client is not entitled to pledge services/goods falling under the retention or encumber them in any other way.
- 8.3 The Contractor reserves the rights and powers which he is entitled to under the Copyright Law and other intellectual property laws and regulations relating to texts, information and materials (as stated on its website).
- 8.4 The Contractor has the right to use his/her increased knowledge gained in the course of the fulfillment of the

contract for other purposes as well, provided that no confidential information of the client is communicated to third parties.

Article 9 – Applicable Law and Disputes

- 9.1 All legal relationships to which the Contractor is a party, shall be governed solely by Dutch law also if a contract is wholly or partly fulfilled abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is expressly excluded.
- 9.2 The Court in the place of residence of the Contractor shall have jurisdiction over all matters unless the law requires otherwise. Nevertheless, the Contractor has the right to submit the case to the legally competent Court.
- 9.3 The parties will only appeal to the courts after they have made every effort to settle a dispute out of court.
- 9.4 The Dutch text of these general conditions is always decisive and leading for the correct interpretation of these Terms & Conditions.