

# **SOLUTIONS 4 EXPATS B.V.**

## **General Terms and Conditions**

### **1 General**

In these general terms and conditions, the following terms are understood to have the following meanings:

1. client: the party commissioning the engagement;
2. S4E: contractor Solutions 4 Expats B.V.

### **2 Scope**

2.1 These general terms and conditions are applicable to any provision of services to client by S4E.

2.2 These general terms and conditions are stipulated not only for the benefit of S4E, but also for the benefits of the (managing) directors thereof, and of all personnel of and other persons who are or have been employed with S4E.

### **3 Execution of the engagement**

3.1 S4E will carry out all the work to the best of its knowledge and ability and in accordance with professional standards.

3.2 The commissioned engagement will be deemed to be an engagement accepted by and carried out by S4E only. The provisions of Article 7:404 and 7:407 section 2 of the Dutch Civil Code will not be applicable. S4E determines the way in which the commissioned engagement will be executed and by whom, with due observance of the wishes expressed by the client.

3.3 When third parties are involved in the execution of the engagement, S4E will in so far as practically possible commission an engagement after consultation with client. S4E will exercise due care in selecting these third parties. S4E shall not be liable for any shortcomings of these third parties, and is entitled, without prior consultation with client (also) on behalf of the client to accept any liability restriction on the part of third parties it engages.

### **4 Co-operation by the client**

4.1 The client is liable to provide access to all information and documents S4E believes to be required for proper execution of the commissioned engagement and do so in good time and in the desired form and manner.

4.2 The client is liable to inform S4E without delay of any facts and circumstances that may be relevant for the execution of the engagement.

4.3 Any additional costs and extra fees due to delay in the execution of the engagement resulting from failure to make the requested information and documentation available, or to do so on time or in the proper fashion will be for account of the client.

### **5 Confidentiality**

5.1 Except where a statutory obligation to disclose information is in effect, S4E and/ or the staff deployed by S4E is liable to maintain confidentiality vis-à-vis third parties.

5.2 S4E cannot use the information provided by the client for any purpose other than for which it was obtained without the client's consent.

5.3 S4E will impose its obligations by virtue of this Article on any third parties it may decide to involve.

## **6 Fee**

6.1 If salaries and/ or prices are subject to change between conclusion of the contract and the completion of the engagement, S4E has the right to adjust the agreed fee accordingly.

6.2 The fee charged by S4E is exclusive of out-of-pocket expenses and expense claims filed by third parties involved.

## **7 Payment**

7.1 The client must pay the fee charged without any deductions, discounts or debt settlement by the agreed due dates and by fourteen days of the invoice date at the latest. Payments, which must be denominated in Dutch currency, must be made by means of money transfer to a bank account to be designated by S4E. Objections to the amounts charged do not exempt the client from its obligation to pay.

7.2 If the client fails to pay within the period referred to in article 7.1, S4E has the right, provided that it has made demand for payment on at least one occasion, to charge the client the statutory interest from the due date until the date on which payment is made in full, without further notice of default and without prejudice to S4E's other rights.

7.3 All judicial and extrajudicial (collection) costs incurred within reason by S4E as a result of client's failure to fulfil its payment obligations, are for account of the client.

## **8 Complaints**

8.1 S4E must be notified in writing of complaints relating to the work carried out and/ or the invoice amount within 60 days of the date as postmark of the documents or information in respect of which the client is filing a complaint, or within 60 days of the discovery of shortcoming, if the client proves that the shortcoming could not have reasonably been discovered previously.

8.2 Complaints as referred to in the first paragraph do not exempt the client from its obligation to pay.

8.3 If the client filed a legitimate complaint, the client has the option of adjusting the fee charged, having the rejected work rectified or repeated free of charge or terminating the engagement (or remaining work) in exchange for a refund proportionate to the fee already paid by the client.

## **9 Liability**

9.1 S4E will carry out its work to the best of its ability, while exercising the due care that may be expected of S4E. If an error is made as a result of the client providing incorrect or incomplete information, S4E is not liable for any resulting loss. If the client proves that it suffered a loss due to an error by S4E that could have been prevented if proper care had been taken, S4E is liable for that loss up to a maximum amount of the fee S4E has received for its work within the framework of the engagement, unless S4E can be accused of an intentional act or omission or comparable gross negligence. In the event of an

engagement with a lead-time exceeding six months, the liability referred to in this respect is limited to a maximum of the invoice amount for the last six months of the engagement.

9.2 The limitation of liability laid down in this provision also applies to third parties S4E involves in an engagement, who will accordingly be able to invoke this limitation of liability directly.

## **10 Terms of forfeiture**

All rights of action and other rights enjoyed by the client for whatever reason vis-à-vis S4E in relation of the execution of work by S4E will in any event lapse one year after the date on which the client became aware or could reasonably be aware of the existence of these rights.

## **11 Applicable law and jurisdiction clause**

11.1 All contracts between client and S4E to which these general terms and conditions are applicable are governed by Dutch law. Any disputes relating to contracts between client and S4E are referred to the competent district court of Amsterdam.

11.2 Contrary to the provision of paragraph 1, the client and S4E have the right to agree to refer disputes to an arbitration board.

## **12 Language**

These general terms and conditions are drawn up in Dutch and in English. The Dutch text is binding.

Filed with the Dutch Chamber of Commerce, Amsterdam January 31, 2006 (34204237).