



General Terms and Conditions HR Expat Services 2019

Unless specific terms and conditions have been agreed between HR Expat Services and party, the below general terms and conditions apply

Article 1: General terms and conditions of assignment

HR Expat Services shall carry out the work specified in the assignment agreement. Changes may only be made to the scope of the assignment as a result of a separate agreement between the parties.

Article 2: Execution of the assignment

HR Expat Services is responsible for managing, planning in detail and implementing the assignment. The assignment shall be carried out with care and in an otherwise professional manner. The parties shall consult with each other during the execution of the assignment. The customer shall grant HR Expat Services access to the information and supporting data required for the execution of the assignment. HR Expat Services is entitled, following an assessment of its own, to use the services of external consultants or its own staff in the execution of all or parts of the assignment.

HR Expat Services is responsible for coordinating and selecting the persons, external consultants or companies to be hired for the agreed services contained in the assignment.

Article 3: Services

HR Expat Services provides tailor-made services to individuals & families during each step of their relocation, such as orientation, housing, settling-in assistance, children related assistance, integration, or departure assistance

Article 4: Prices

Unless otherwise specified, the prices of the services, including any expenses if any, are stated on the agreement between HR Expat Services and party. The prices of the services are always exclusive of any taxes, such as but not limited to the applicable VAT.

Article 5: Payment

Unless otherwise stated, the price of the services is payable as follows:

Payment of invoices within 30 days after the date of issue of the invoice.

If the customer does not pay punctually, HR Expat Services will be entitled to discontinue work (following written notice of this to the customer), until further notice pending payment by the customer of any outstanding due claims and the furnishing of satisfactory security for future payments for work by HR Expat Services to continue.

Article 6: Responsibility of the customer

The customer shall actively work towards enabling the assignment to be implemented in the intended manner and within the stated time. HR Expat Services is only responsible for damage to the customer's property caused via the negligence of HR Expat Services or HR Expat Services' staff; the amount of damages is limited in accordance with information below. HR Expat Services is not responsible for the customers' loss of data.

Irrespective of what may ensue from the agreement in other respects, a party's indemnity liability shall always, unless there is specific intent or gross negligence, be limited to direct losses of a total amount not exceeding the remuneration for the specific assignment to which the indemnity liability can be attributed. This stipulation also applies in the event of breach of contract and damage caused by a consultant.

Article 7: Responsibility regarding relocation management

HR Expat Services shall have freedom of liability regarding third parties. Vendor is providing the services as an independent contractor. HR Expat Services shall have no direction or control of vendor or of vendor's employees or agents, except in the result to be obtained.

Article 8: Insurance

Each party declares that it has subscribed to the appropriate insurance(s) under the services provided.

Article 9: Permission of or decision by an authority

HR Expat Services is not responsible for an authority granting necessary permissions or informing the customer of positive decisions, even if it has been within the framework of this agreement to provide, on the customer's account, a particular school place, a work permit etc.

Article 10: Complaints and statutory limitation

The customer shall lodge in writing a complaint regarding breach of contract by HR Expat Services by, at the latest, 14 days after the breach of contract has been discovered or should have been discovered. If a complaint is not lodged at the right time and in the manner prescribed in the agreement, the customer will lose the right to invoke breach of contract. The customer's right to assert a sanction will cease one month after the assignment has been brought to completion or discontinued.

Article 11: Property

HR Expat Services retains any right, including intellectual property rights, with regards to, in their broadest sense, ideas, concepts, designs, inventions, brands, products, texts, reports, etc. developed by HR Expat Services, whether under the agreement or not. The customer and/or the End-user shall not duplicate, make public or exploit them in any way, directly or indirectly.

Article 12: Privacy

In order to provide the services and during the agreement, HR Expat Services may have knowledge to some extent of private details regarding the customer and/or the end-user. Therefore, as a professional, HR Expat Services undertakes to respect their privacy. HR Expat

Services will always handle data in accordance with the General Data Protection Regulation (AVG) and other applicable regulations in connection to the protection of personal data.

Article 13: Applicable law

The existence, validity, construction, interpretation, performance and termination of the general terms and conditions shall be governed in accordance with Dutch law.