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GENERAL TERMS & CONDITIONS

Artikel 1 Applicability

1.1. These General Conditions shall apply to all offers, tenders and quotations of, to all instructions to and to all agreements concluded by Transport Expert B.V. / SurveyLinq, all legal successors to the aforementioned legal entities and all legal entities affiliated with the aforementioned legal entities (hereinafter individually to be referred to as: "Contractor") as well as to all work carried out by Contractor.

1.2. Deviations from these General Conditions are only valid when expressly agreed between Contractor and Principal in writing.

1.3. Contractor explicitly rejects the applicability of any of Principal's General Terms and Conditions.

1.4. In the event and to the extent that any of the provisions in these General Conditions is declared invalid, null and void or unenforceable by a court or tribunal having jurisdiction in the matter, the remaining provisions of these General Conditions shall remain in full force and effect. In that case Principal and Contractor will discuss and agree new, valid provisions as much as possible in line with the tenor and objective of and replacing those declared invalid, null and void or unenforceable.

Artikel 2 Offers, tenders & quotations

2.1. All offers, tenders and quotations of Contractor are without obligation and will be valid as per the validity period stated therein. If no validity period has been agreed, an offer, tender or quotation will have a validity period of thirty (30) days after the date of the offer, tender or quotation.

2.2. All rates, tariffs and prices stated in offers, tenders and quotations of Contractor shall be exclusive of VAT, other levies and taxes and/or any other costs to be incurred by Contractor in the context of the work as well as of administration costs, unless explicitly agreed otherwise in writing.

Artikel 3 Conclusion of an agreement

3.1. An agreement shall be concluded at the time the Contractor's offer, tender or quotation is accepted by Principal and Contractor has become aware of this acceptance. In case no offer, tender or quotation has been done by Contractor or in case of an offer, tender or quotation has been done by the Principal, an agreement shall be concluded at the time Contractor accepts the Principal's offer, tender or quotation or, in any case, at the time Contractor carries out the work.

Artikel 4 Term & termination of the agreement

4.1. Unless the parties have agreed otherwise in writing, the agreement is concluded for the period of time that is reasonably required for completion of the work.

4.2. In case Principal fails accountably to fulfil his obligations under the agreement, Contractor may, after having granted Principal by written notice stating the nature of Principal's breach an ultimate period of not less than fourteen (14) days in which Principal will be allowed to remedy his breach and Principal has failed to remedy his breach within the period so granted, terminate the agreement with immediate effect.

4.3. In case Contractor fails accountably to fulfil his obligations under the agreement during an uninterrupted period of thirty (30) days and this failure justifies the termination of the agreement, Principal may, after having granted Contractor by written notice stating the nature of Contractor's breach an ultimate period of not less than thirty (30) days in which Contractor will be allowed to remedy his breach and Contractor has failed to remedy such breach within the period so granted, terminate this agreement by written notice with immediate effect.



4.4. Contractor is in any event entitled to terminate the agreement in writing with immediate effect in case:

- Principal discontinues his business entirely or to a major extent;
- Principal loses his corporate capacity, his company is dissolved, wound up or (effectively) liquidated;
- Principal loses the power to dispose of his capital or part thereof;
- Principal offers a settlement of debt to his creditors or applies to the court for or has been granted suspension of payment;
- Principal dies or is placed under guardianship;
- Principal's assets are seized;
- application for Principal's bankruptcy has been filed or Principal is declared bankrupt.
- Principal is obliged to immediately inform Contractor in writing if any of the circumstances as mentioned in this paragraph occurs or is imminent.

4.5 Any right of Principal to dissolve the agreement is hereby explicitly excluded.

Article 5 Information to be provided by Principal

5.1. Principal is held to provide Contractor in due time with all information and documentation that Contractor in his judgment or legally requires for a correct execution of the work. The information is to be provided in the form and manner as requested by Contractor. In case Principal does not or not timely provide the relevant information and documentation, Contractor shall be entitled to suspend the (further) execution of the work until all necessary information and documentation has been provided to Contractor.

5.2. Principal is furthermore obliged to provide Contractor with all information and documentation, which Principal knows or should reasonably know to be necessary or useful for a correct execution of the work.

5.3. Principal warrants that the information and documentation provided to Contractor shall be accurate, complete and reliable, even if such information or documentation originates from third parties. Principal is held to indemnify all damage arising from providing incorrect or incomplete information or documentation.

5.4. In case the execution of the work is delayed due to Principal's breach of the paragraphs 6.1 - 6.3 hereof, any and all (additional) costs arising as a result thereof shall be for Principal's account and Principal shall be held to indemnify Contractor for all (additional) fees for any (extra) activities that will become necessary as a result of such breach.



Article 6 Execution of the work

6.1. Unless agreed otherwise by the parties in writing, Contractor determines the manner in which the work will be executed.

6.2. Contractor will be allowed to subcontract third parties for the execution of the work, without needing any prior consent of Principal. In case Contractor has subcontracted third parties for the execution of the work, these General Terms and Conditions shall also benefit these third parties in relation to others than Contractor and these General Terms and Conditions can be invoked by these third parties in relation to others than Contractor.

6.3. Contractor is free to determine by which persons the work will be carried out, unless the agreement expressly appoints specific persons to carry out the work.

6.4. If and when, during the execution of the work, additional work not being part of the work as agreed in the agreement will be carried out on behalf of Principal, such extra work will be considered to be carried out under a new supplementary agreement between the parties.

6.5. Parties, their employees and any subContractors of either party shall treat all information that has been obtained within the framework of the execution of the work and the agreement confidential, unless sharing this information is necessary for executing the work or unless this information has become public knowledge.

Article 7 Intellectual property

7.1. Contractor shall remain the sole owner of any and all intellectual property rights in relation to all information, software and other systems that Contractor uses, develops or has used or developed in the execution of the work and/or the agreement.

7.2. Principal shall not, neither directly nor through third parties, provide any third parties with, copy, publish or exploit the information, software or other systems that Contractor uses, develops or has used or developed in the execution of the work and/or the agreement, amongst which but not limited to computer programs, methods of work, advices, (model)contracts and other intellectual products.

Article 8 Force Majeure

8.1. Should Contractor not be able to fully, partially or adequately fulfil his obligations under the agreement due to a cause for which Contractor is not accountable, which was unforeseen or which he could reasonably not avoid, such as but not limited to illness of Contractor or his employees, mechanical failures of computer networks or other stagnation in the usual progress of Contractor's business, the obligations of Contractor shall be suspended until Contractor shall be able to fulfil his obligations in the agreed way without Contractor being in any breach and without any obligation to Contractor to pay any indemnification to Principal.



Artikel 9 Fee

9.1. The fee due to Contractor by Principal for the work to be carried out under the agreement shall be calculated on the basis of the time spent with respect to that work multiplied by the agreed hourly rate used by Contractor or on the basis of what has been alternatively agreed in writing between the parties. The fee is exclusive of value added tax (VAT). The costs incurred within the scope of the work - including travelling expenses and the costs of third parties called in by Contractor for the execution of the work - are not included in the fee and Contractor shall be entitled to charge such costs to Principal separately. The fee will become due to the extent the work has been carried out. The indebtedness of the fee by Principal will not depend on the results of the work performed by Contractor.

9.2. Principal agrees that any increase in taxes (e.g. VAT) or any increase in (governmental) charges or rates may be charged by Contractor to Principal upon Contractor's notice and with immediate effect.

9.3. Any by Contractor or its employees provided estimate of the amount of time to be spent on the work is indicative only and can never be presumed to be a lump sum or a price-fixing agreement, unless this has been explicitly agreed in writing by parties.

9.4. Contractor will charge his fees to Principal on a monthly basis or after completion of the work (when applicable: inclusive of VAT).

Artikel 10 Payment & Security

10.1. Principal shall pay the charged fee in Euros not later than fourteen (14) days after the invoice date by transfer to the bank account designated by Contractor, failing which Principal will be in immediate breach of his obligations without any notice of Contractor to Principal to that effect being required. As from the expiry of the payment term interest shall be due at the rate of 1,5% per month over the unpaid amount(s), as from the first date the agreed payment term is exceeded until the date of full payment and irrespective of any other rights Contractor may have.

10.2. Principal shall pay the charged fees without any right to suspension or set-off.

10.3. Contractor is at all times entitled to demand advance payment, cash payment or security for payment of Contractor's fees.

10.4. In case of the circumstances referred to in paragraph 4.4 of these General Conditions, all amounts charged by Contractor to Principal will become immediately due and payable.

10.5. Contractor shall have the right to exercise the right of retention in respect of documents and/or information and/or all other assets Contractor has under his control until Principal has paid all amounts due in connection with the execution of the work or due as a result of the (premature) termination of the agreement.

10.6. Contractor shall have the right to suspend the execution of the work or any other obligation in relation to the work until Principal has fulfilled his payment obligations.



Artikel 11 Recovery cost

11.1. When Principal is in breach of his payment obligations or of any other obligation pursuant to the agreement, Principal shall reimburse Contractor all reasonable judicial and extrajudicial costs of recovery, whereby the extrajudicial costs are set at 15% of the amount due by Principal with a minimum of € 250,--, plus interest at the rate of 1,5% per month as from the date such costs have been made by Contractor until the date of full payment.

Artikel 12 Complaints

12.1. Principal must notify Contractor in writing of complaints with respect to any shortcoming by Contractor related to the work and/or the invoiced amount within fourteen (14) days after the discovery of such shortcoming or after the invoice date. The complaint must contain a detailed description of the shortcoming or the objection against the invoice in order to allow a substantiated response from Contractor.

12.2. If and when a legitimate complaint is filed, Contractor will rectify the work according to the standards agreed upon in the agreement. In case Principal does not allow Contractor to rectify the shortcoming as soon as Principal has become aware of the shortcoming, any right of Principal to damages and/or performance of the work shall be expired.

12.3. Any liability of Contractor in relation to a shortcoming related to the work shall be limited in accordance with the terms of article 13 of these General Conditions.

Artikel 13 Liability

13.1. Contractor is not liable for any damage unless Principal proves that Contractor has not exercised due care in the execution of the work and has not executed the work in such a way as can be expected of a reasonable and competent professional, nor in case of force majeure as set out in article 8 of these General Conditions.

13.2. Furthermore, Contractor is in no event liable for:

- damage suffered by Principal or third parties resulting from incorrect or incomplete documentation and/or information supplied by Principal even if such documentation and /or information originates from third parties, and/or damage resulting from instructions from Principal and/or another act or omission of Principal;
- damage suffered by Principal or third parties as a result of an act or omission of any auxiliary person engaged by Contractor (not including Contractor's employees), even if such persons are employed by an organisation affiliated with Contractor;
- damage suffered by Principal or third parties as a result of the lapse of a limitation period and/or expiry period and/or as a result of any other limitation of recourse possibilities;
- any indirect or consequential damage suffered by Principal or third parties, such as but not limited to damage due to the stagnation of the usual course of business, loss of profit or loss of revenue.



13.3. Contractor's liability for any shortcoming in the execution of the work and/or the agreement and for torts committed is limited to three times the fee paid and/or owed by Principal in respect of the work and/or the agreement to which the loss-causing occurrence relates or is connected, subject to a maximum of the amount paid under Contractor's Liability Insurance Policy in the matter concerned; if for any reason no payment is made under the relevant insurance policy, this maximum is set at € 100,000.

13.4. Principal shall indemnify and hold Contractor harmless against any and all claims of third parties (including but not limited to Contractor's subContractors and employees of Contractor and Principal) that directly or indirectly relate to the agreement and/or the work, unless these claims are due to intent or wilful recklessness of directors of Contractor.

13.5. All claims against Contractor must be submitted to the competent court within twelve (12) months after Principal has become or reasonably should have become aware of the damage and/or the shortcoming, failing which any right to damages and/or performance of the work shall be expired.

Artikel 14 Language

14.1. These General Conditions are drafted in the Dutch language and in the English language. In case of a discrepancy between the Dutch General Conditions and the English General Conditions, the Dutch General Conditions shall prevail.

Artikel 15 Applicable law & disputes

15.1. All offers, tenders and quotations of Contractor, all instructions of Principal, all legal relationships arising out of or in connection with the agreement and/or the execution of the work as well as these General Conditions shall be governed exclusively by Dutch law.

15.2. All disputes arising out of or in connection with the agreement and/or the execution of the work shall be exclusively decided by the competent court of Rotterdam, the Netherlands.

