

GENERAL TERMS & CONDITIONS

Article 1. Scope

These general terms and conditions apply to all offers, deliveries, contracts, performance and other commitments in so far as parties have not explicitly agreed otherwise in writing, directly or indirectly related to the work performed by and/or on behalf of Expat-Links@B.V., with its registered office and principal place of business in Leerdam at Loosdorp 4, 2141 AS Leerdam, registered at the Chamber of Commerce under number 11063119.

Article 2. Definitions

The natural or legal person with which Expat-Links@B.V. has entered into a commitment, or which Expat-Links@B.V. has provided with an offer or quotation is hereinafter referred to as the 'Client'.

Article 3. General

1. The Client may only rely on the Client's own General Terms and Conditions or on any other trading terms whatsoever, or any stipulations to the contrary, if these have been accepted, explicitly and in writing, by Expat-Links@B.V. prior to the assignment.
2. These General Terms and Conditions will also, without any further declaration, apply to all subsequent obligation(s) and/or agreement(s) between Expat-Links@B.V. and the Client, unless they have been excluded, explicitly and in writing.

Article 4. Offers

1. Unless otherwise specified in writing, all prices and quotations, occurring in price lists, circulars, advertisements, order confirmations, promotions and other forms of publication published by Expat-Links@B.V., as well as all offers made by Expat-Links@B.V. always have a period of validity not exceeding 14 days, while Expat-Links@B.V. also has the right to revoke any offer, even if this has already been accepted, if any such revocation occurs immediately after the acceptance of the offer has been made known to Expat-Links@B.V..
2. All quotations, offers and order confirmations are based on information available to Expat-Links@B.V. at the time of its delivery. If changes occur regarding the circumstances on which Expat-Links@B.V. relied upon submitting such quotations, offers or order confirmations, then Expat-Links@B.V. is authorised to factor these changes into the performance of the obligation(s) / contract(s) and/or to adjust the prices, without prejudice to the provisions of Article 2, paragraph 1 and Article 6, paragraph 2.

Article 5. Website and promotional material

1. All written information, diagrams, images - but not limited to - provided by Expat-Links@B.V. on the website of Expat-Links@B.V. and/or in leaflets or in any other promotional material will have no binding effect to Expat-Links@B.V. and are only meant to provide a general representation of the services offered by Expat-Links@B.V..
2. All the information on the website of Expat-Links@B.V. and/or all the promotional material provided by Expat-Links@B.V. is without obligation and furthermore subject to change. Expat-Links@B.V. does not in any way whatsoever guarantee that the information concerned is complete or up-to-date. The Client can not derive any rights whatsoever from any such information.

Article 6. Representation/Agreements

1. Expat-Links@B.V. is bound by obligations/agreements entered into in the name of Expat-Links@B.V. only if these were entered into or confirmed by the directors of Expat-Links@B.V..
2. Any defect relating to the authority to represent referred to in paragraph 1 may only be invoked by Expat-Links@B.V..
3. If and in so far as in the context of or in connection with the work to be performed by Expat-Links@B.V. agreements and/or obligations are effected for the purpose of Client as mentioned in article 1, Expat-Links@B.V. shall never be bound by these. Expat-Links@B.V. can never be deemed to be acting as the mandatary of Client. Without prejudice to the previous paragraph, Expat-Links@B.V. can never be deemed to be acting as authorised representative or mandatary of Client or Client's employee(s). Client is obliged to indemnify Expat-Links@B.V. from any consequences arising out of acts or omissions by Client or Client's employee(s) in the context of or in connection with any services performed by Expat-Links@B.V. for Client.
4. The signature on the appropriate place on the document on which the services to be provided are specified is necessary for the conclusion of an agreement. Should the agreement be concluded via electronic data transfer or otherwise without the possibility of placing a physical signature, it shall be deemed to have been placed if Client determined the means of communication or consented to its use. The above described use of electronic communication means has the same legal consequences as placing a signature on the space provided in the aforementioned document.

Article 7. Terms and Data

1. All terms mentioned by Expat-Links@B.V. are non-binding. The commitments which Expat-Links@B.V. enters into towards Client extend only to performance of the agreed work by Expat-Links@B.V. for Client, the foregoing performed to the best of Expat-Links@B.V.'s knowledge and ability, but without Client being able to attach any obligation of result on the part of Expat-Links@B.V..
2. Failure to meet the deadlines specified by Expat-Links@B.V. gives Client no right of termination, damages or suspension of its obligations on whatever grounds with respect to Expat-Links@B.V..
3. Client is obliged to provide Expat-Links@B.V. with all information and documents that Expat-Links@B.V. needs according to its opinion to correctly carry out the granted assignment in due time, in the required form and in the required manner.
4. Expat-Links@B.V. has the right to suspend its work until Client has met its obligation mentioned in the previous paragraph.

Article 8: Prices and rates

1. For the services to be performed by Expat-Links@B.V., the Client will be obliged to pay a fee as described in the agreement(s) between the Client and Expat-Links@B.V..
2. Unless explicitly agreed otherwise in writing with the Client or stated otherwise, all the prices and rates applied by Expat-Links@B.V. are in legal Dutch currency, excluding turnover tax/VAT.
3. Expat-Links@B.V. explicitly reserves the right to change any prices and rates previously communicated to the Client, in so far as they have not yet explicitly been accepted by the Client.
4. Expat-Links@B.V. is free to charge Client separately for any expenses which they should reasonably incur in respect of proper fulfilment of its order, including, for example, travel and/or accommodation expenses.

Article 9. Payment

1. Payment must be made at the place of business of Expat-Links@B.V. and in a manner to be specified by Expat-Links@B.V..
2. Payment must be made in lawful Dutch currency.
3. Client is not permitted to invoke any suspension, compensation or right of set-off in respect of the payment against Expat-Links@B.V..
4. For new Clients 10% of the agreed total price of Services is payable upfront for the first contract. An invoice will be raised for this amount which is payable before Client starts executing the Services.
5. After the first 2 contracts payment by Client must be made according to subsequent schedule: -- no later than 14 days after the conclusion of the agreement: 30%; -- no later than 14 days after sending the invoice after almost entire completion of the service: 70%.
6. Simultaneously with each payment (or partial payment) the relevant portion of the turnover tax (Dutch VAT) due must be paid.
7. If there are good grounds to believe that Client will be unable to meet its obligations, Expat-Links@B.V. is free to request security for performance of the obligations of Client before providing services (or further services).
8. If Client fails to meet any payment obligation as referred to above, Expat-Links@B.V. has the right to suspend all its obligations towards Client.

Article 10. Payrolling

1. Expat-Links@B.V. is totally responsible for all Expat-Links@B.V. personnel taxes, and social charges, and may from time to time be able to demonstrate such payments are being made.
2. For work executed by Expat-Links@B.V. personnel on a location different from Expat-Links@B.V.s offices, Client shall be responsible for, indemnify and hold Expat-Links@B.V. harmless against all claims, proceedings, liabilities, losses, damages, costs and expenses arising out of or resulting from (i) unsafe working conditions of Expat-Links@B.V. Personnel and (ii) the work or results of the work of Expat-Links@B.V. personnel. However, the foregoing shall not apply if caused by the sole negligence or wilful misconduct of Expat-Links@B.V., its officers, employees or representatives. The secondment host shall treat Expat-Links@B.V. personnel as his own staff.
3. Upon completion of all services under the contract, the Client shall give notice to the Expat-Links@B.V. representative that all services requested under the contract have been completed. After receiving the notice, Client's representative will sign all due time sheets or records for the work.
4. Both Client and Expat-Links@B.V. can terminate the Payrolling construction after three months by giving one month notice, unless stated otherwise in the contract

Article 11. Default

1. Client is in default without any notice as soon as it fails to meet or meets late any due performance towards Expat-Links@B.V. arising from obligations and/or agreements, including these general terms and conditions.

2. Notwithstanding the foregoing, failure to meet any deadlines arising from obligations and/or agreements – including these conditions – will result in Client being in default immediately.
3. Without prejudice to the right to demand performance or to dissolve the agreement, Expat-Links@B.V. also has the right to – once the client is in default – claim full compensation for any damages suffered as a result of the shortcoming, such damage being estimated at, at least 20% of the value of the service to be provided by Client.
4. If Client fails to fulfil its obligations to pay a sum of money, Client owes an interest to Expat-Links@B.V. of 1% per month on the then due amount – from the time the failure occurred – whereby part of a month shall be counted as a full month.
5. Once Client is in default, all claims of Expat-Links@B.V. from Client are immediately and unconditionally due.
6. Regardless of the reason of default Expat-Links@B.V. has the right to terminate the agreement, the foregoing without notice of default or judicial intervention and without prejudice to other rights of Expat-Links@B.V., such as the right to compensation, if the following occurs: --. there is a reasonable ground to believe that Client will fail to meet its obligations; --. Client goes bankrupt; --. suspension of payments for Client has been applied for.
7. If Expat-Links@B.V. should at any time be liable to pay Client compensation under the agreement with Client, the liability for compensation of Expat-Links@B.V. shall be limited to the amount agreed between the parties, or to the maximum amount to be paid by the public liability insurance of Expat-Links@B.V., should the damage be covered by such a policy.
8. Any liability of Expat-Links@B.V. for consequential damages, including any lost profits is excluded.
9. Any further liability of Expat-Links@B.V. is also excluded.
10. Expat-Links@B.V. is not liable for errors and/or wrongful acts of its employees, or other persons authorised by or on behalf of Expat-Links@B.V. in the implementation of the agreement concluded with Client, unless it concerns a fault or wrongful act of persons who can be identified as management bodies or executive officers, and Client also demonstrates that there is intent or gross negligence.

Article 12. Debt Collection

1. If to obtain due claims from Client Expat-Links@B.V. proceeds to debt collection measures, all costs, both judicial and extrajudicial, including legal costs and legal assistance costs, shall be borne by Client.
2. The extrajudicial costs mentioned in paragraph 1 will be at least 10% of the agreed price with a minimum of € 250,- regardless of whether those costs are actually incurred by Expat-Links@B.V..
3. If the bankruptcy of Client is requested by Expat-Links@B.V., Client must also bear any costs related to the winding-up petition, in addition to the amount due and any costs relating thereto. Any costs incurred by Expat-Links@B.V. in connection with measures of attachment shall also be borne by Client.

Article 13. Contract extras

If, after the contract has been concluded, Client desires further services from Expat-Links@B.V. and Expat-Links@B.V. accepts the instruction to perform additional services, these further services will be performed by Expat-Links@B.V. on the basis of hours × rate at the then current hourly rate.

Article 14. Complaints and disputes

1. Complaints must have reached Expat-Links@B.V. within fourteen days of the invoice date, or after the date on which the facts occurred which Client invokes, on pain of forfeiture of all rights of Client.
2. Complaints must be addressed to Expat-Links@B.V. only in written form, accompanied by a detailed and clear description of the complaints and determined deficiencies.
3. Proof of timely complaint always rests with Client.
4. Client is obliged to give Expat-Links@B.V. the opportunity to remedy defects or faults.
5. Legal proceedings of Expat-Links@B.V. against Client – for any reason whatsoever – shall, on pain of forfeiting all rights be brought within one year after the date on which the facts occurred which Client invokes.

Article 15. Force majeure

1. All circumstances (including but not limited to war, mobilization, riots, disturbances, flooding, blocked shipping and other blocking of transport, stagnation in or restriction or termination of supplies by public utility companies, fire and other accidents, government measures, non-delivery of necessary documents/visas to Expat-Links@B.V. by third parties and other unforeseen circumstances which disturb normal business operations and delay or in all reasonableness render impossible the performance of an obligation or obligations and/or an agreement or agreements occurring beyond the control of Expat-Links@B.V. (irrespective of whether they were foreseeable or not when the obligation(s) and/or agreement(s) were effected) and which are of such a nature that compliance with the obligation(s) and/or agreement(s) cannot in all reasonableness be required of Expat-Links@B.V., constitute force majeure and cannot result in any imputable failure on the part of Expat-Links@B.V..

Article 16. Liability

1. With regard to all the work performed by Expat-Links@B.V., Expat-Links@B.V. will only be liable for any damage or loss caused by a serious failure or major error attributable to Expat-Links@B.V. with a maximum of € 2.500.000,--.
2. Any liability of Expat-Links@B.V. for consequential damage or loss, including any lost profit, is excluded.
3. Any defence which the third parties engaged by Expat-Links@B.V. may legally rely on in respect of Expat-Links@B.V. can also be relied on by Expat-Links@B.V. in respect of the Client.

Article 17. Termination of contract

1. The agreement may be terminated at any time with due observance of a period of two months' written notice.
2. In the event of cancellation by Client before the end of the assigned work Expat-Links@B.V. is entitled to charge the agreed price, reduced by 50% of the value of the outstanding services.

Article 18. Partial Severability / Conversion

If, for any reason, any provision of these general terms and conditions is wholly or partially invalid, the other provisions of these general terms and conditions and the agreement shall remain unaffected, while with regard to the void stipulation, parties shall be deemed to have agreed on that which corresponds closest to the object and purport of the invalid provision.

Article 19. Leniency / No Forfeiture Of Rights

If out of courtesy or for other reasons of a commercial nature Expat-Links@B.V. initially does not invoke any applicable provision of these general terms and conditions in respect of Client, Expat-Links@B.V. is thus not entitled to at a later stage nonetheless appeal to the relevant provision and all other applicable provisions of these general terms and conditions.

Article 20. Law

1. All disputes arising from obligations and/or agreements to which these general terms and conditions apply, shall be settled by arbitration in the court of Midden-Nederland, under the laws of the Netherlands.
2. All obligations and/or agreements under these general terms and conditions are governed by and construed in accordance with the laws of the Netherlands.

Article 21. Source and Change Of Conditions

1. These General Terms and Conditions can be found on our website: www.expat-links.com.
2. The last registered version shall always apply.