



## TERMS AND CONDITIONS

These are the General Terms and Conditions of Welcome Home BV (hereinafter referred to as “Welcome Home”), a company with address Balthasar Floriszstraat 35-3, 6, Amsterdam. Welcome Home is registered with the Chamber of Commerce under the number 82706301.

### DEFINITIONS

In these General Terms and Conditions, the following terms have the following meaning, unless explicitly stated otherwise:

**General Terms and Conditions:** these general terms and conditions as stated below.

**Company:** the Counterparty acting in the course of a business or profession.

**BW:** the Civil Code of the Netherlands (Burgerlijk Wetboek)

**Service:** All activities, in whatever form, that Welcome Home performs for or on behalf of the Other Party.

**Assignment:** All activities, in whatever form, that Welcome Home carries out for or on behalf of the Other Party.

**Agreement:** Any agreement concluded between Welcome Home and the Other Party.

**Other party:** the Company that has accepted these General Terms and Conditions and has commissioned the provision of a service.

Unless the General Terms and Conditions expressly provide otherwise, in interpreting the General Terms and Conditions, the singular is deemed to include the plural and vice versa and a reference to a masculine form is also deemed to include a reference to a feminine form and vice versa.

### APPLICABILITY

1. These General Terms and Conditions apply to every offer, quotation and agreement concluded between Welcome Home and the Other Party, unless the parties have explicitly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions also apply to agreements with Welcome Home, for the implementation of which third parties must be involved.
3. The applicability of general terms and conditions of the Other Party is explicitly rejected.
4. Deviations from the Agreement and the General Terms and Conditions are only valid if they have been explicitly agreed to in writing between the parties.

### QUOTES AND/OR OFFERS

1. All quotations and/or offers where not explicitly stated to the contrary are considered a non-binding offer and can always be revoked, even if they contain a term for acceptance. Offers/quotations can also be revoked in writing by Welcome Home within fourteen days of the acceptance of the receipt, in which case no agreement has been concluded between the parties.
2. All quotations and/or offers from Welcome Home are valid for 4 weeks, unless stated otherwise.



3. Welcome Home cannot be held to its quotations and / or offers if the Other Party should have understood, on the basis of reasonableness and fairness and generally accepted views, that the quotation and / or offer or any part thereof is an obvious mistake or clerical error.
4. If the acceptance of the offer/quotation deviates from the offer included in the quotation and/or offer, whether or not on minor points, Welcome Home is not bound by it. In that case, the Agreement will not be concluded in accordance with this deviation, unless Welcome Home indicates otherwise.

#### **FORMATION OF THE AGREEMENT**

1. The Agreement is concluded by acceptance by the Other Party of the quotation and/or offer from Welcome Home.
2. Quotations and/or offers can only be accepted in writing (including electronically). Welcome Home is nevertheless entitled to accept an oral acceptance as if it had been made in writing.
3. The moment that Welcome Home receives an order confirmation from the Other Party, an Agreement is concluded between the parties, or at the moment that Welcome Home actually starts with the implementation.
4. The Agreement supersedes and replaces all previous proposals, correspondence, agreements or other communication, whether in writing or orally.

#### **PERFORMANCE OF THE AGREEMENT**

1. The Agreement will be executed by Welcome Home to the best of its knowledge and ability, in accordance with the requirements of good workmanship. With regard to the intended activities, there is a best efforts obligation on the part of Welcome Home. The application of article 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.
2. Welcome Home determines the manner in which and by which person (s) the Assignment is carried out. Welcome Home is entitled to have certain activities performed by third parties.
3. Welcome Home is entitled to execute the Agreement in phases. If the Agreement is performed in phases, Welcome Home has the right to invoice each performed part separately. If and as long as this invoice is not paid by the Other Party, Welcome Home is not obliged to implement the next phase and has the right to suspend the Agreement.

#### **CHANGES AND ADDITIONAL WORK**

1. If during the execution of the Agreement it appears that it is necessary for a proper execution to amend or supplement the Agreement, Welcome Home will inform the Other Party of this as soon as possible. The parties will then proceed to change the Agreement in good time and in mutual consultation.
2. If the parties agree that the Agreement will be amended/supplemented, the time of completion of the performance may be affected. Welcome Home will inform the Other Party of this as soon as possible.
3. If the amendment or addition to the Agreement will have financial, quantitative and/or qualitative consequences, Welcome Home will inform the Other Party about this in advance.
4. If a fixed rate or fixed price has been agreed, Welcome Home will indicate to what extent the change/addition to the Agreement will affect the rate/price. In doing so, Welcome Home will try - as far as possible - to provide a quotation in advance.



5. Welcome Home will not be able to charge additional costs if the change/addition is the result of circumstances that can be attributed to Welcome Home.
6. Changes to the originally concluded Agreement between the parties are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended Agreement.

#### **OBLIGATIONS OF THE OTHER PARTY**

1. The Other Party will ensure that all data, equipment or spaces that Welcome Home indicates as necessary or of which the Other Party should reasonably understand that they are necessary for the performance of the Agreement, are available in a timely manner. The Other Party must also grant Welcome Home all powers and authorizations required to properly execute the Assignment.
2. Welcome Home is not liable for damage, of whatever nature, because Welcome Home has relied on incorrect and / or incomplete information provided by the Other Party, unless this inaccuracy or incompleteness should have been known to Welcome Home.
3. The Other Party must refrain from conduct that makes it impossible for Welcome Home to properly execute the Assignment.
4. If work is carried out by Welcome Home or third parties engaged by Welcome Home in the context of the Assignment at the location of the Other Party or a location designated by the Other Party, the Other Party will provide the reasonably desired facilities free of charge.
5. If the Other Party has not fulfilled its obligations, as included in this article, Welcome Home has the right to suspend the execution of the Agreement and/or charge the additional costs arising from the delay according to the usual price or rates to the Other Party.

#### **PRICES**

1. Unless explicitly agreed otherwise in writing, the prices and rates indicated by Welcome Home are always exclusive of VAT.
2. The prices and rates are exclusive of shipping, travel, accommodation and other expenses, unless otherwise agreed.
3. If a rate has not been expressly agreed, the rate will be determined on the basis of the hours actually spent and the usual rates of Welcome Home.
4. Welcome Home will provide the Other Party with a statement or provide information on the basis of which these costs can be passed on to the Other Party in good time prior to the conclusion of the Agreement.
5. If Welcome Home agrees on a fixed price or fixed rate when concluding the Agreement, Welcome Home is entitled to increase this price, even if the price or rate was not originally given with reservation.
6. If Welcome Home intends to change the price or rate, it will inform the Other Party of this as soon as possible.
7. If the increase in the price or rate takes place within three months after the conclusion of the Agreement, the Other Party can dissolve the Agreement by means of a written statement, unless:
  - a. the increase arises from a power or an obligation resting on Welcome Home by law;
  - b. the increase is caused by an increase in the price of raw materials, taxes, production costs, currency exchange rates, wages, etc. or on other grounds that were not reasonably foreseeable at the time of entering into the Agreement;



- c. Welcome Home is still willing to execute the Agreement on the basis of what was originally agreed; or
- d. it is stipulated that the performance will be carried out longer than three months after the conclusion of the Agreement.

## **PAYMENT**

1. Payment is made by transfer to a bank account designated by Welcome Home, unless otherwise agreed.
2. Welcome Home will send an invoice for the amounts owed by the Other Party. The payment term of each invoice is 14 days after the date of the relevant invoice, unless stated otherwise on the invoice or agreed otherwise.
3. Invoicing takes place monthly, unless otherwise agreed.
4. Welcome Home and the Other Party can agree that payment is made in installments in proportion to the progress of the work. If payment in installments has been agreed, the Other Party must pay according to the installments and percentages as laid down in the Agreement.
5. Objections to the amount indicated on the invoice do not suspend the Other Party's payment obligation.
6. The Other Party is not authorized to deduct any amount due from the counterclaim it has made.
7. In the event of non-payment or late payment, the Other Party will be in default by operation of law without notice of default. The Other Party will then owe the statutory commercial interest from the date on which the payment became due until the day of full payment, whereby interest over part of the month is calculated over a whole month.
8. With regard to extrajudicial (collection) costs, Welcome Home is entitled to a compensation of 15% of the total outstanding principal with a minimum of € 250 for each invoice that has not been paid in whole or in part.
9. In the event of bankruptcy, suspension of payment, liquidation, total attachment of assets, death or guardianship, the claims of Welcome Home and the obligations of the Other Party towards Welcome Home are immediately due and payable.
10. Any reasonable legal costs and execution costs incurred will also be borne by the Other Party.

## **COMPLAINTS**

1. The Other Party must investigate the Assignment at the time of execution, but in any case, within 7 days after execution, whether the executed Assignment complies with the Agreement.
2. Complaints must be reported in writing to Welcome Home within 7 days after the execution of the Assignment.
3. The right to a (partial) refund of the price, replacement or compensation will lapse if the complaint is not reported within the set term, unless a longer term ensues from the nature of the Assignment or from circumstances of the case.
4. The payment obligation will not be suspended if the Other Party notifies Welcome Home of the complaint within the set term.



## DELIVERY PERIOD

1. If a term has been agreed or stated for the delivery, this term is only indicative and can never be regarded as a deadline, unless expressly agreed in writing.
2. Welcome Home is not liable in the event of harmful consequences for the Other Party due to exceeding delivery terms, unless there is intent or gross negligence on the part of Welcome Home.
3. If Welcome Home requires data, materials or instructions from the Other Party that are necessary for the delivery, the delivery time will commence after the Other Party has provided these to Welcome Home.
4. Welcome Home is not in default by operation of law for the agreed delivery terms. For this, a further written notice of default is required, whereby Welcome Home will be granted a period of at least 14 days to fulfill its obligations.
5. A notice of default is not required if the delivery has become permanently impossible or it has otherwise become apparent that Welcome Home will not fulfill its obligations under the Agreement. If Welcome Home does not deliver within this period, the Other Party has the right to dissolve the Agreement in accordance with Article 265 Book 6 of the Dutch Civil Code.

## FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES

1. Welcome Home or Other Party cannot be held accountable, as the shortcoming cannot be attributed to its fault, nor is it for its account by law, legal act or generally accepted beliefs. In this case, the parties are also not obliged to fulfill the obligations arising from the Agreement.
2. In the General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in that area in law and jurisprudence, all external causes, foreseen or unforeseen, on which Welcome Home cannot exert influence and as a result of which Welcome Home is unable to fulfill the obligations.
3. Force majeure of Welcome Home is understood in any case as
  - a. strikes;
  - b. traffic disruptions;
  - c. government measures that prevent Welcome Home from fulfilling its obligations on time or properly;
  - d. riots, revolt, war;
  - e. traffic obstructions;
  - f. lack of labor;
  - g. act of God (extreme weather conditions);
  - h. fire;
  - i. import, export and / or transit bans; and / or
  - j. any circumstance that obstructs the normal course of business as a result of which the fulfillment of the Agreement by Welcome Home cannot reasonably be expected by the Other Party.

## TERMINATION OF THE AGREEMENT

1. Parties can terminate the Agreement at any time by mutual consent.
2. After the first 6 months, the parties can terminate the Agreement in writing prematurely with a notice period of 1 month.
3. Parties can terminate the Agreement in writing with immediate effect, in the event of:



- a. application by or granting of suspension of payments to the other party;
  - b. petition for bankruptcy by or bankruptcy of the other party; or
  - c. liquidation of the other party or permanent cessation of the business of the other party.
4. If the Agreement is dissolved, the claims of Welcome Home on the Other Party are immediately due and payable. If Welcome Home suspends fulfillment of its obligations, it will retain its rights under the law and Agreement. Welcome Home always reserves the right to claim compensation.

#### RETURN OF ITEMS SUBMITTED TO AVAILABLE

1. If Welcome Home has made items available to the Other Party during the performance of the Agreement, the Other Party is obliged to return these items in their original condition, free of defects and complete within 14 days. If the Other Party does not comply with this obligation, all resulting costs are for its account.
2. If, for any reason whatsoever, after a reminder to that effect, the Other Party still fails to comply with the obligation referred to in paragraph 1 of this article, Welcome Home has the right to pay the resulting damage and costs, including the costs of replacement, from the other party.

#### LIABILITY

1. Welcome Home is only liable for direct damage caused by gross negligence or intent on the part of Welcome Home, and not for more than the amount that the insurer pays out to Welcome Home or up to a maximum of once the amount stated in the invoice.
2. Direct damage is exclusively understood to mean:
  - a. reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of the General Terms and Conditions;
  - b. reasonable costs incurred to have the defective performance of Welcome Home conform to the Agreement, insofar as these can be attributed to Welcome Home; or
  - c. reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to limitation of direct damage as referred to in the General Terms and Conditions.
3. Welcome Home is never liable for indirect damage, including consequential damage, loss of profit, lost savings, damage due to business interruption, damage as a result of providing inadequate cooperation and/or information from the Other Party, damage due to information provided by Welcome Home without obligation, or advice whose content does not explicitly form part of the Agreement and all damage that does not fall under direct damage within the meaning of these general terms and conditions.
4. Welcome Home is never liable for errors in the material and/or services provided by the Other Party or for misunderstandings or errors with regard to the performance of the Agreement if these are caused or caused by actions of the Other Party, such as the late or non-delivery of complete, reliable and clear data/materials.
5. Welcome Home is never liable for errors if the Other Party has given its approval at an earlier time, or has been given the opportunity to perform an inspection and has indicated that it does not need such an inspection.
6. The liability limitations laid down in this article are also stipulated for the benefit of third parties engaged by Welcome Home for the performance of the Agreement, and Welcome Home is never liable for damage caused by shortcomings of these engaged third parties.



7. Welcome Home is not liable for damage or destruction of documents during transport or during dispatch by post, regardless of whether the transport or dispatch is done by or on behalf of Welcome Home, the Other Party or third parties.

## CONFIDENTIALITY

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the Agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.
2. If, on the basis of a statutory provision or a court decision, Welcome Home is obliged to also provide confidential information to third parties designated by law or the competent court, and Welcome Home cannot rely on a statutory or the competent court to recognize or permit the right of exemption, then Welcome Home is not obliged to pay compensation or indemnification and the Other Party is not entitled to dissolve the Agreement on the basis of any damage caused by this.
3. Without prejudice to the foregoing, Welcome Home is authorized to include the name of the Other Party on a list of relations, which will be published on the website or via other communications to third parties, unless otherwise agreed.

## INDEMNITY

1. The Other Party indemnifies Welcome Home insofar as the law allows, with regard to liability towards one or more third parties, which arose from and/or is related to the performance of the Agreement, regardless of whether the damage is caused or inflicted by Welcome Home or its auxiliary person(s), auxiliary items or Products or Services delivered.
2. In addition, the Other Party indemnifies Welcome Home, insofar as the law allows, against all claims from third parties in connection with any infringement of intellectual property rights of these third parties.
3. The Other Party is always obliged to make every effort to limit the damage.

## INTELLECTUAL PROPERTY

1. All intellectual property rights to all products, materials, analyses, designs, sketches, software, documentation, advice, reports, (electronic) information as well as preparatory material thereof (jointly the "IP Material"), rest exclusively with Welcome Home or its licensors.
2. The Other Party only obtains any rights and powers with regard to the IP Material that arise from the Agreement and/or that are explicitly granted in writing.
3. The Other Party is not permitted to transfer any acquired right or authority with regard to the IP Material to third parties without the prior written consent of Welcome Home.
4. The Other Party is not permitted to remove or change any designation regarding intellectual property rights such as copyrights, trademark rights or trade names from the IP Material, unless otherwise agreed.
5. Any exploitation, reproduction, use or disclosure by the Counterparty of the IP Material that falls outside the scope of the Agreement or rights and powers granted, is considered a violation of the intellectual property rights of Welcome Home.



6. For such a violation, the Other Party will pay an immediately payable and not subject to judicial moderation to Welcome Home a fine of € 500 per infringing act, without prejudice to the right of Welcome Home to obtain compensation for its damage as a result of the infringement or to take other legal measures in order to bring the infringement to an end.
7. There will be no violation of the intellectual property rights if the Other Party has received explicit written permission from Welcome Home for the exploitation, reproduction, use or disclosure of the IP Material that falls outside the scope of the Agreement or the rights and powers granted.

## PRIVACY

1. Welcome Home respects the privacy of the Other Party. Welcome Home handles and processes all personal data provided to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The Other Party consents to this processing. Welcome Home applies appropriate security measures to protect the personal data of the Other Party.
2. Welcome Home only uses the personal data of the Other Party in the context of the implementation of the Agreement or the handling of a complaint.
3. For more information about privacy, please refer to the website of Welcome Home: [www.welcomehome.nl](http://www.welcomehome.nl).

## EXPIRY PERIOD

Contrary to the statutory limitation periods, a limitation period of one year applies to all claims and/or powers that the Other Party has against Welcome Home and/or against third parties engaged by Welcome Home. The other party can exercise these rights and/or powers against Welcome Home and/or any third parties engaged by Welcome Home.

## HANDOVER

The Other Party is not permitted to transfer rights and obligations arising from the Agreement to third parties without having obtained written permission from Welcome Home. Welcome Home is entitled to attach conditions to this permission.

## AFTER EFFECT

The definition of the General Terms and Conditions and the Agreement, of which it is explicit or by nature intended that it remains in force after termination of this Agreement, will remain in effect after termination if the Agreement and both will continue to bind parties.

## OTHER

1. Any deviations from these General Terms and Conditions can only be agreed to in writing. No rights can be derived from such deviations with regard to legal relationships entered into later.
2. The administration and communication of Welcome Home applies, subject to proof to the contrary, as proof of the requests made by the Other Party. The Other Party acknowledges that electronic communication can serve as evidence.
3. If and insofar as any provision of the General Terms and Conditions and the Agreement is declared null and void or is nullified, the other provisions of these General Terms and Conditions and the Agreement will remain in full force. Welcome Home will then determine a new provision





to replace the void / voided provision, whereby the purpose of the void / voided provision will be observed as much as possible.

4. The place of performance of the Agreement is deemed to be the place where Welcome Home is located.

#### **APPLICABLE LAW AND CHOICE OF FORUM**

All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom, are in all respects governed by Dutch law.

All disputes between Welcome Home and the Other Party, which may arise as a result of an Agreement and/or the General Terms and Conditions, or of agreements resulting therefrom, will in the first instance be settled by the competent court of the Amsterdam District Court.

Welcome Home BV, 1st of May 2021