



# GENERAL TERMS AND CONDITIONS

## NAVETTE PLUS CREW SERVICES

### ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, including those written in multiple or singular forms, used in the following meanings, unless otherwise stated in the nature or scope of the contract terms.

1. NPCS: Navette Crew Plus Services, the user of these terms and conditions, part of Bidaya Shipping, located at Aronskelkstraat 107, 3053XB Rotterdam, registered with the Trade Register under the Chamber of Commerce number 67772293.
2. Client: any natural person acting in the exercise of a profession or business, or entity with whom NPCS has signed a contract or intends to sign.
3. Parties: NPCS and the client jointly.
4. Crew members: the natural person for whom the services are provided.
5. Agreement/assignment: all established agreements between NPCS and the client, in which NPCS committed to provide services to the client.
6. Services/Service provision: all (facility) services to be provided by NPCS to the crew members as part of the agreement, among which can include, the applying and supplying of visas, performing taxi transport, booking of stay in hotels or other accommodation, making appointments for medical visits, supplying of goods and/or the providing of other (facility management) services.
7. Writing: to save both traditional written communication as communication on a durable data storage medium, such as communication by e-mail.

### ARTICLE 2. | GENERAL CONDITIONS

1. These general conditions apply to every offer of NPCS and every established agreement.
2. The applicability of the client's general or different terms and conditions is explicitly excluded.
3. These terms and conditions can only be waived in writing. If and to the extent that what the parties expressly agreed in writing, deviates from these terms and conditions, the conditions expressly agreed by both parties in writing shall apply.
4. In case NPCS does not always require strict compliance with these General Terms and Conditions, this does not mean that the underlying terms do not apply or that NPCS would lose, to some degree, the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.
5. Destruction or invalidity of one or more provisions of these terms and conditions, does not affect the validity of the remaining clauses. Where appropriate, the parties are required to act in mutual consent in order to make an alternative arrangement in respect of the affected clause. Doing so, the purpose and intent of the original clause is respected as much as possible.

### ARTICLE 3. | OFFER

1. Any offer of NPCS is optional. Except in the case of an already existing clause between the parties indicating otherwise, NPCS is never obliged to accept a service request from the client.
2. The client cannot derive rights from an offer of NPCS that contains a manifest error or mistake. The client may not derive rights from an offer of NPCS based on inaccurate or incomplete information provided by the client.
3. An offer of NPCS does not automatically apply to subsequent agreements. However, as far as no changes are made, these general terms and conditions also apply to subsequent agreements without NPCS's obligation to hand over to the client these terms and conditions again and again.

### ARTICLE 4. | FORMATION OF AGREEMENTS

1. The client provides a service request orally or in writing to NPCS. If NPCS then provides a written price quote to the client, the moment in which the client writes to NPCS to accept the quote in writing, will apply as the moment of conclusion of the agreement. The agreement can also be established when a contract is confirmed in writing to the

client by NPCCS. In the event of such a written confirmation, this confirmation, subject to contrary evidence of the client, is considered to reflect the agreement correctly and completely. It is also considered that the contract has been established if and when the client allows NPCCS to start with the providing of the services requested by the client.

2. A compound quotation does not obligate NPCCS the fulfillment of a part of the offer for a corresponding part of the quoted price.
3. If the client concludes the contract on behalf of another natural or legal person, he declares by the act of entering into the agreement to be authorized to do so. The client is in addition to this (legal) person jointly and severally liable for the fulfillment of the obligations under the contract.

#### **ARTICLE 5. | CONTENT OF AGREEMENTS IN GENERAL**

1. Implementation of the agreement by NPCCS is done on the basis of information provided by the client to NPCCS. The client is obliged to notify NPCCS without delay, at least as soon as possible as is required for the execution of the contract, all information reasonably relevant to the execution of the contract. If NPCCS provides submission guidelines to the client for the supply of certain data, the client must strictly follow these instructions.
2. The client is responsible for the accuracy of all data provided by him to NPCCS. NPCCS will never be liable for damage caused by inaccurate or incomplete information provided by the client.
3. Furthermore, the client is obliged to provide all the necessary assistance to NPCCS for the implementation of the agreement. The client shall take all reasonable measures to optimize the execution of the contract by NPCCS.
4. If the execution of the contract is delayed or may not proceed due to the client or a crewmember attributable circumstance, any damage caused will be on behalf of the client. If fulfillment of the agreement is permanently impossible due to such circumstances, the provision in Article 7 shall apply.
5. NPCCS possibly involves products and services of third parties in the execution of agreements. The choice for certain third party services and products accrues, within the framework of the agreement between the parties, only to NPCCS. NPCCS commits to involve the most appropriate services or products from third parties for the client or crewmembers. However, NPCCS commits only to an ability obligation. If the services or products delivered provided by third parties to the client or crewmembers do not meet the expectations of the latter, this cannot be regarded as a shortcoming of NPCCS unless there is intent or deliberate recklessness of NPCCS.
6. It is possible that the third parties involved with the execution of the agreement, want to limit their liability in the matter. NPCCS proceeds from the assumption, and stipulates hereby, that all assignments given to them include the authority to accept such limitation of liability on behalf of the client.
7. The delivery of visas, reservation evidence regarding accommodation, other goods, etc. is done in the appropriate manner agreed between the parties, in the absence of which NPCCS determines how to execute the agreement. Hereby, NPCCS always takes the reasonable interests of the client and crewmembers into account.

#### **ARTICLE 6. | TERMS**

1. NPCCS strains to fulfill the implementation and delivery terms to which it has committed itself to the client, however, these terms never refer to hard deadlines, unless otherwise expressly agreed, or from the nature or scope of the contract mandatory arises. In case of no firm deadline, the default of NPCCS shall not commence until the client declares in writing that NPCCS is in default, and NPCCS shall be given a reasonable period in which NPCCS can still fulfill the commitment and the compliance of the expiration of the latter term has not taken place.
2. If NPCCS, for the implementation of the agreement, is dependent on data that needs to be provided by or on behalf of the client, execution and completion terms do not start earlier than after NPCCS has received this information.

#### **ARTICLE 7. | INTERIM CANCELLATION OF AGREEMENTS**

If the agreement is canceled prematurely by or on behalf of the client, NPCCS will be entitled to claim compensation for loss of profit and for any other damage resulting from the cancellation of NPCCS. If the reasons which led to cancellation, lead to an unreasonable application of the provisions of the preceding sentence, the client is obliged to reimburse NPCCS a reasonable portion of the total contract applicable or agreed price proportionate to the cancellation of the services already provided and/or expenses incurred by NPCCS.

## **ARTICLE 8. | SPECIAL PROVISIONS FOR TRANSPORT BY TAXI**

1. To the extent that the contract provides taxi service, the provisions of this article shall apply.
2. Every traveler is obliged to follow the reasonable directions and instructions given by the driver, such as taking place on the indicated seat and putting on the seatbelt prior to the ride. In case of not following these instructions, NPCCS may charge any fines imposed on behalf the client.
3. During the ride, every traveler should refrain from using and carrying legally banned substances, such as drugs and weapons. Otherwise, the passenger must behave as a good traveler and not smoke in the taxi. Damage caused by actions of the passengers, transported on behalf of the client, in contravention with the provisions of the preceding paragraph, can be recovered from the client.
4. Every traveler is obliged to pack his baggage properly. The driver is entitled to refuse the carriage of baggage if and to the extent that the baggage by its very nature is difficult to transport, may be dangerous or illegal, or may cause damage to or contamination of the cab.
5. If NPCCS itself acts as a taxi driver and does not turn to a third party, NPCCS is liable for the damage caused by death or injury of passengers as a result of an accident in relation with and during transportation of the passengers. NPCCS will not be liable, if the accident was caused by circumstances that could not have been avoided by a diligent carrier and NPCCS could not have prevented the consequences. The compensation owed by NPCCS in the aforementioned circumstances, is legally limited to buy or pursuant to (a) decree-determined amount(s).
6. Except in the case of intent and willful recklessness of NPCCS, NPCCS is never liable for damage to the client, crewmembers or third parties arising from delays in transport or loss of or damage to goods carried by the traveler.

## **ARTICLE 9. | COMPLAINTS**

1. Where in the opinion of the principal shortcomings in the implementation of the agreement exist, attributable to NPCCS, the client must, if restoration can reasonably still be considered possible, notify NPCCS as soon as possible following the discovery. If recovery can no longer be reasonably regarded as possible, the client must also as soon as possible, and in any event within seven days of discovery, or at least reasonably be able to detect the failure, give notice in writing to NPCCS.
2. A complaint must contain a detailed description of the assumed defect, so NPCCS is able to respond as adequate as possible. If a complaint is justified, NPCCS will, if possible, ensure recovery of the failure. Such recovery is considered as full compensation of the damage.
3. If the client does not timely complain with NPCCS, any and all claims by the client on the matter expire.
4. Complaints regarding certain achievements by NPCCS, do not give the right to reject the entire assignment. Moreover, a complaint never entitles the client to suspend its (payment) obligations against NPCCS.
5. If it is established that a complaint is unfounded, then the costs thereby occurred by NPCCS, are borne by the client.

## **ARTICLE 10. | FORCE MAJEURE**

1. NPCCS is not obliged to fulfill any obligation of the agreement if and as long as it is being hampered by a circumstance that cannot be attributed under the law, a legal act or by prevailing attitudes in society.
2. If and to the extent that the force majeure situation makes the fulfillment of the agreement permanently impossible, the parties are entitled to terminate the agreement with immediate effect.
3. If NPCCS at the commencement of the force majeure already partially fulfilled its obligations, or can only partially fulfill its obligations, he is entitled to the work already performed, by respectively invoicing the executable portion of the contract, as if it was a separate agreement.
4. Damage caused by force majeure, subject to the application of the preceding paragraph, never qualifies for compensation.

## **ARTICLE 11. | SUSPENSION AND TERMINATION**

1. NPCCS is, if the circumstances justify so, authorized to suspend the execution of the agreement or to fully or partially dissolve the agreement with immediate effect, if and to the extent that the client not timely or not fully complies its obligations under the agreement, as well as after the conclusion of the agreement when NPCCS took knowledge of circumstances providing decent grounds to fear that the client will not fulfill his obligations.

2. If the client is in a state of bankruptcy, any distraint is levied on its goods, (temporary) suspension of payments has been requested or otherwise not freely disposes of his assets, NPCCS will be entitled to terminate the agreement with immediate effect, unless the client already has set adequate security for payment.
3. Furthermore, NPCCS is entitled to terminate the agreement if and to the extent that circumstances arise of such nature that fulfillment of the contract is impossible or unaltered maintaining cannot reasonably be demanded.
4. The client is never entitled to any compensation with regards to exerted suspension or cancellation rights by NPCCS based on the grounds of this article.
5. To the extent that this can be attributed to him, the client is obliged to compensate the damage suffered by NPCCS following the suspension or termination of the agreement.
6. If NPCCS terminates the agreement pursuant to this article, all claims against the client become immediately due and payable.

#### **ARTICLE 12. | PRICES AND PAYMENTS**

1. Unless stated otherwise by NPCCS, the prices given by NPCCS exclude VAT and other government levies. To the extent that prices are not expressly agreed between the parties, the amounts indicated in brochures and price lists of NPCCS apply.
2. Insurance of money transfer (Cash to Master) is only applicable and included in the price if and to the extent that it is expressly stated by NPCCS. Article 5.6 shall equally apply to such insurance.
3. NPCCS is always entitled to change its prices. If the parties have an existing agreement to the effect that NPCCS offers its services against certain predetermined prices, NPCCS will notify the client of a price increase in writing at least three months prior to implementation.
4. NPCCS is entitled to pass on price increases due to changes in VAT rates and other government charges to the client.
5. NPCCS will usually invoice the client after completion of the executed assignment. However, if the total sum of the contract is € 500 - or more (excl. VAT), NPCCS is entitled to demand that the price is fully or partly paid in advance. NPCCS is not held responsible to execute the agreement (further) as long as the client is in default of the completion of the advance payment.
6. The client must pay without accounting to any whether or not disputed claim by the client on NPCCS.
7. Payments are made, unless expressly agreed otherwise, by bank transfer, within the period stated on the invoice, in the manner prescribed by NPCCS.
8. Payments must be made in euros, unless NPCCS allows the payment in other currencies. Payments in currencies other than euro occur at the present (not overnight) exchange rate applicable at the time the payment actually takes place.
9. NPCCS is entitled to make bills to the client only available by electronic means.
10. In case of liquidation, bankruptcy or (provisional) suspension of payment of the client, the claims on the client are immediately due.
11. If timely payment is not made, the failure of the client legally took place. From the day the failure of the client takes place, the client has to pay an interest of 1% per month on the outstanding amount, whereby part of a month is considered a full month.
12. All reasonable costs, including legal, judicial and enforcement costs incurred in the acquisition of the indebted amounts due to NPCCS, will be borne by the client.

#### **ARTICLE 13. | LIABILITY AND INDEMNITY**

1. NPCCS bears, without prejudice to the rest of these terms and conditions, no liability for damage in relation to or damage caused by any inaccuracy or incompleteness in the information provided by or on behalf of the client, crew members, another failure in the fulfillment of the obligations of the client or crew members that arise from the law or the contract or any other circumstance that cannot be attributed to NPCCS.
2. NPCCS is, without prejudice to paragraph 5, only liable to the client for direct damage as referred to in paragraph 4, from which the client suffers as a result of a shortcoming of NPCCS in the performance of its services. Under attributable shortcoming is defined a shortcoming that a good and diligent colleague can and should avoid, all this taking into account normal attentiveness and the, for the implementation of the services, necessary expertise and resources.

3. If NPCCS is liable for any damage, NPCCS will have, at all times, the right to repair this damage. The client has to give NPCCS the opportunity to do so, failing hereof leads to expiration of any liability of NPCCS.
4. NPCCS will never be liable for indirect damage, which also includes losses, lost profits and damage due to business interruption. Direct damage exclusively includes:
  - the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage that comes within the meaning of these terms and conditions for reimbursement;
  - any reasonable cost to improve the poor performance of NPCCS to the standards of the agreement, insofar as this can be attributed to NPCCS;
  - reasonable costs, incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage within the meaning of these terms and conditions.
5. The liability of NPCCS is at all times limited to the invoice value of the contract, at least that part of the agreement to which the liability involves NPCCS.
6. The limitation period for all claims and defenses against NPCCS amounts to, subject to the application of the limitation period provided for in article 9, one year after the announcement, at least the claim can be reasonably known by the client.
7. The client indemnifies NPCCS of any claims by third parties who suffer in relation to the execution of the agreement and whose cause is attributable too other than NPCCS. If NPCCS for that reason should be addressed by third parties, the client is obliged to assist NPCCS both outside of and in law and to do immediately what in that case can be reasonably expected. Should the client fail to take adequate measures, then is NPCCS entitled, without notice, to doing so themselves. All costs and damages on the part of NPCCS and third parties hereby occurred, are for the account and risk of the client.
8. The limitations of liability of these terms and conditions shall not apply if and insofar as the damage is the result of intent or deliberate recklessness of NPCCS.

#### **ARTICLE 14. | PRIVACY AND CONFIDENTIALITY**

1. NPCCS will carefully preserve and keep secret all confidential information, including confidential business information, personal data of the crew members and other information that in the execution of its services came to its knowledge, except to the extent this information, given the nature and scope of the agreement, should be made available to third parties. NPCCS will only use the confidential information received by the client for the purpose for which it was provided.
2. Information is considered confidential if it has been notified as such by the client or arises from the nature of the information.
3. The obligations of NPCCS referred to in paragraph 1 shall not apply if NPCCS under the law or a court order is required to disclose the information referred to in paragraph 1 to third parties. In this case, the client is never allowed to terminate the contract or compensate for any damage caused.

#### **ARTICLE 15. | FINAL CLAUSES**

1. Every agreement and all resulting legal relationships between the parties fall under Dutch law only.
2. The parties shall not appeal to a judge until they have made the best effort to resolve the dispute by mutual agreement.
3. Unless the law does not differ mandatory, the jurisdiction is exclusively designated within the legal district of the location of NPCCS to hear legal disputes.
4. The Dutch text of these general conditions is decisive for the interpretation of the terms contained therein.



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