

## GENERAL TERMS & CONDITIONS 2022

### Hospitality Staff Services (HSS) at Brummen, The Netherlands

#### Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- 1) *Contractor*: MHD HOLDING BV trading under the name Hospitality Staff Services (HSS) in Brummen.
- 2) *Client*: The private individual or legal entity who has commissioned HSS to carry out work.
- 3) *Work*: All work commissioned by the client or carried out by HSS for any other reason. The above applies in the broadest sense of the word and includes at least the activities mentioned in the order confirmation.

#### Article 1 General

- 1.1 These general terms and conditions apply to all offers and to all agreements that the contractor concludes with the client, unless the parties agree otherwise in writing.
- 1.2 The client may only invoke provisions that deviate from these terms and conditions and/or its own terms and conditions if such terms and conditions have been expressly accepted by the contractor in writing.
- 1.3 The rules and legislation to be observed by the contractor in relation to the practice of his profession form part of the agreement. The client declares that it will always fully respect the obligations arising therefrom for the contractor.
- 1.4 The client is aware of and respects the contractor's obligations under the Dutch Compulsory Identification Act and the Dutch Disclosure of Unusual Transactions Act.

#### Article 2 Information and Data

- 2.1 The client shall be obliged to make available to the contractor in good time, in the desired form and in the desired manner, all necessary documents and information which the contractor, in its opinion, requires for the proper execution of the assignment.
- 2.2 If the client fails to provide the required documents and information, or fails to do so in good time or manner, any additional costs arising from the delay in the execution of the assignment will be borne by the client.
- 2.3 The client guarantees that the documents and information made available by him to the contractor are accurate, complete and reliable.
- 2.4 If and in so far as the client so requests, documents made available to the contractor shall be returned to the client.
- 2.5 The client is obligated to inform the contractor of all information which is necessary or useful for the execution or completion of the assignment.

#### Article 3 Execution of the Assignment

- 3.1 The contractor determines the manner in which the assignment will be carried out. If possible, the contractor will consider timely and responsible instructions given by the client regarding the execution of the assignment.
- 3.2 Contractor has the right to have certain work performed by third parties if, in contractor's opinion, this is desirable for both parties in order to optimise the execution of the assignment.
- 3.3 Contractor is obligated to execute the assignment in a professional and careful manner.
- 3.4 The contractor may only perform and charge the client for more work than was commissioned if the contractor has consulted the client in advance.

#### Article 4 Secrecy and Exclusiveness

- 4.1 Subject to legal obligations to disclose certain information, the contractor is obliged to maintain confidentiality towards third parties who are not involved in the execution of the assignment. This confidentiality relates to all information of a confidential nature made available to the contractor by the client and the results obtained from the processing thereof.
- 4.2 The contractor is entitled to use the numerical results obtained after processing for statistical or comparative purposes, provided that the results cannot be traced back to individual clients.
- 4.3 With the exception of the provisions of the previous paragraph, the contractor is not entitled to use the information made available to him by the client for any purpose other than that for which it was obtained.

#### Article 5 Intellectual property

- 5.1 The contractor reserves all rights in relation to products of the mind which it uses or has used in the context of the execution of the agreement with the client, in so far as any rights may exist or be established in a legal sense in respect of such products.
- 5.2 The client is explicitly forbidden from reproducing, publishing or exploiting such products, including computer programs, system designs, working methods, recommendations, (model) contracts and other intellectual products, with or without the involvement of third parties.

5.3 The client is not permitted to provide these products to third parties other than for the purpose of obtaining an expert opinion regarding the work of the contractor.

#### **Article 6 Force majeure**

6.1 If the contractor is unable to fulfil his obligations under the agreement or to fulfil them on time or properly, for reasons not attributable to him, including but not limited to stagnation in the normal course of business within his company, those obligations shall be suspended until the contractor is able to fulfil them in the agreed manner.

6.2 The client has the right, in the event that the situation referred to in the first paragraph arises, to terminate the agreement in full or in part and with immediate effect in writing.

#### **Article 7 Fee**

7.1 Prior to the commencement of the work and in the interim, the contractor is entitled to suspend the performance of the work until the client has paid the contractor a reasonable and fair advance for the work to be performed, or has provided security for this.

7.2 The contractor's fee

- is not dependent on the outcome of the assignment given;
- will be calculated in accordance with the contractor's usual rates;
- shall be owed to the extent to which the contractor has performed work for the client;
- will be charged to the client, if necessary plus disbursements and invoices from third parties called in, including any turnover tax due, on a monthly, quarterly or annual basis after completion of the work.

7.3 In addition to the fee, the contractor will also charge the client for travel time and costs incurred (out-of-pocket expenses), including postage and transport costs.

7.4 No rights may be derived from a quotation if it is based on subsequent calculation, since it is only an indicative estimate made to the best of the contractor's knowledge.

7.5 VAT will be charged separately on all amounts payable by the client to the contractor.

7.6 In the event of a disagreement about the time spent, the contractor's timesheets are binding.

#### **Article 8 Payment**

8.1 Unless another payment term has been agreed in writing, payment by the client must be made **within 14 days** of the invoice date.

8.2 Payment must be made in the Dutch currency by means of a deposit in favour of a bank account to be designated by the contractor.

8.3 If the client fails to pay within the aforementioned period or within a further agreed period, he shall be in default by operation of law and the contractor shall be entitled, without any further warning or notice of default being required, to charge the client the statutory interest rate from the due date until the date of payment in full, all this without prejudice to the contractor's other rights.

8.4 All costs arising as a result of judicial or extrajudicial collection of the claim shall be borne by the client. The extrajudicial costs are fixed at a minimum of 15% of the amount to be claimed.

8.5 Payments made by the client will always first be applied to reduce all costs, then to reduce all interest due and finally to reduce the longest outstanding invoices.

8.6 In the event of an assignment given jointly, the clients are jointly and severally liable for payment of the invoice amount insofar as the work is performed for the joint clients.

8.7 The contractor is authorised to suspend the execution of all its obligations, including the handing over of documents or other items to the client or third parties, until such time as all due and payable claims against the client have been settled in full.

#### **Article 9 Complaints**

9.1 Complaints relating to the work performed and/or the invoice amount must be made known to the contractor in writing **within 30 days** of the date of dispatch of the documents or information about which the client has complained or within 30 days of discovery of the fault if the client demonstrates that it could not reasonably have discovered the fault earlier.

9.2 A complaint as referred to in the first paragraph, which is submitted after **7 days** after the invoice date, will not suspend the client's payment obligation.

9.3 If the complaint is not submitted in time, all rights of the client in connection with the complaint will lapse.

9.4 In the event of a valid complaint, the contractor will have the choice between adjusting the fee charged, improving or performing the rejected work again free of charge, or discontinuing the execution of the assignment in full or in part against a proportionate refund of the fee already paid by the client.

9.5 Complaints must be submitted by e-mail via [info@hospitalitystaffservices.com](mailto:info@hospitalitystaffservices.com)

#### **Article 10 Liability**

10.1 The contractor shall perform his activities to the best of his ability, exercising the care that may be expected of a consultant. If an error is made because the client has provided him with incorrect or incomplete information, the contractor is not liable for any damage resulting from this. If the client demonstrates that he has suffered damage as a result of an error made by the contractor which would have been

avoided if he had acted carefully, the contractor will only be liable for such damage up to a maximum of three times the amount of the fee for the relevant assignment in the last calendar year, unless there is evidence of intent or equivalent gross negligence on the part of the contractor.

10.2 The client indemnifies the contractor against claims by third parties for damages caused by the fact that the client provided the contractor with incorrect or incomplete information, unless the client demonstrates that the damages are not related to culpable acts or omissions on his part or are caused by intentional acts or omissions or gross negligence on the part of the contractor.

10.3 The contractor has the right at all times, if and to the extent possible, to remedy the damage suffered by the client.

10.4 The contractor is not liable for any damage to or the destruction of documents during transport or while being sent by post, regardless of whether the transport or the sending is done by or on behalf of the client, the contractor or third parties.

#### **Article 11 Cancellation**

11.1 The client and the contractor may terminate the agreement **at any time on pressing grounds**.

11.2 Notice of termination must be given to the other party in writing, with a notice period of at least **one month**.

11.3 If and insofar as the contractor terminates the agreement by giving notice, he shall be obligated to inform the client of the grounds on which the termination is based and to do all that is required in the interests of the other party.

#### **Article 12 Applicable law**

12.1 All agreements between the client and the contractor to which these general terms and conditions apply are governed by Dutch law.

12.2 All disputes relating to agreements between the client and the contractor, to which these terms and conditions apply and which do not fall within the jurisdiction of the subdistrict court, will be adjudicated by the competent court in the district in which the contractor is domiciled, unless such disputes are not related to the client's business or profession.

12.3 The client is free to follow the disciplinary proceedings or to submit the dispute to an arbitration tribunal set up for that purpose.