

GENERAL TERMS AND CONDITIONS

VisumPro B.V., Raamweg 1, 2596 HL, The Hague

Article 1. Definitions

The following definitions apply in these general terms and conditions:

- **Client:** the party doing business with VisumPro B.V.
- **VisumPro:** the private company with limited liability VisumPro B.V. (Ch. of Comm. 56139241).
- **Issuing Body:** the body, being an embassy, consulate or other body, which issues or provides documents requested by the Client.

Article 2. Applicability of These Terms and Conditions

- These terms and conditions apply to every offer and every agreement between VisumPro and a Client, to which VisumPro has declared these terms and conditions applicable. These terms and conditions furthermore apply to all work carried out by VisumPro for a Client or third parties, in so far as the parties have not explicitly agreed in writing to depart from these terms and conditions.
- These terms and conditions also apply to all agreements with VisumPro for the execution of which third parties have to be called in.
- When *one* or more provisions from the general terms and conditions are at any one time either entirely or partly null and void, or voided, or become inapplicable, the other provisions of these general terms and conditions will remain fully in effect.

Article 3. Offers

- The offers made by VisumPro are without any obligation for the Client and will remain valid for 30 days, unless indicated otherwise. An offer of VisumPro only results in an agreement with a Client, if the offer made by VisumPro is accepted in writing, in full, without reservation as regards these terms and conditions and within 30 days.
- The fees in the offers of VisumPro are, unless indicated otherwise, exclusive of BTW (VAT).
- The fees on the internet site of VisumPro are subject to errors and price changes of VisumPro or third parties on which VisumPro depends for the execution of the assignment for the Client. In this case third parties include the Issuing Bodies.

Article 4. Execution of the Agreement

- An agreement is deemed to have been concluded when a Client has offered an assignment to VisumPro and VisumPro has accepted it in writing or has started to execute it, or when an offer made by VisumPro has been accepted in accordance with article 3.
- If the agreement relates to a visa application or legalization, VisumPro acts as an intermediary in order to conclude one or more agreements between the Client and the Issuing Body. However, VisumPro is not responsible for the work carried out by the Issuing Body, the issued or provided documents and/or any agreed work which fails to materialize. The rules and regulations and/or fees which apply to the visa application or legalization are subject to changes beyond the control of VisumPro. Changes in the applicable rules and regulations and/or fees are the responsibility of and payable by the Client.
- VisumPro cannot guarantee the correctness or validity of the documents provided by the Issuing Body. The Client is therefore under the obligation to verify the correctness and validity of the documents received from the Issuing Body, for which verification the Client is obliged to contact VisumPro and/or the Issuing Body.
- VisumPro shall carry out the agreed work to the best of its knowledge and ability, in accordance with the requirements of the Client, on the understanding that VisumPro only takes on a best-efforts obligation and not an obligation of result. VisumPro has the right to have certain work carried out by third parties, if and in so far as this is required for a proper execution of the agreement.
- The execution of an assignment is performed on the basis of information provided by or on behalf of the Client. The Client shall ensure that all data, specified by VisumPro or the Issuing Body as required, or which should in all reasonableness be understood by the Client to be required for the execution of the agreement, is provided to VisumPro in time. The Client guarantees the correctness and completeness of the data provided to VisumPro. VisumPro is not obliged to verify the data provided by the Client.
- If any data required for the execution of the agreement is not provided to VisumPro in time or the application is not complete otherwise, VisumPro has the right to put the execution of the agreement on hold and to charge any expenses charged by third parties up to that moment to VisumPro and any other expenses resulting from the delay to the Client on the basis of the usual fees of VisumPro.
- Postal and shipping charges shall be borne by the Client, unless expressly agreed otherwise by the parties and in writing. The documents are always sent at the Client's risk.

Article 5. Term of the Agreement

- The agreement is concluded for a specific action or multiple agreed actions in the agreement for the provision of services, unless parties have expressly agreed otherwise in writing.
- If within the term of an agreement a time frame has been agreed for the completion of certain work, this is never a final deadline. If the completion time is exceeded, the Client has to declare VisumPro to be in default in writing. VisumPro is not liable for any deadlines which the Issuing Body failed to meet or for any ensuing consequential damage.

Article 6. Amendment of the Agreement

- If it appears during the execution of the agreement that for a proper execution of the agreement it is necessary to change or supplement the work to be carried out, the parties shall in time and in mutual consultation amend the agreement accordingly.
- If the parties agree to amend or supplement the agreement, this may affect the time of the assignment's completion. VisumPro shall notify the Client of this fact as soon as possible.
- If the amendment of or supplement to the agreement requires VisumPro to change its fees, VisumPro shall notify the Client if possible in advance. Contrary to this VisumPro shall not charge any additional costs for any amendments or supplements for causes attributable to VisumPro.

Article 7. Faults / Time Limits for Lodging a Complaint

- Complaints about work carried out shall be reported in writing by the Client to VisumPro within two weeks after discovery, but not later than 3 months after the completion of the work in question, at the Client's risk of forfeiting all its rights and claims.
- If a complaint is justified, VisumPro shall rectify it if possible and execute the agreed work or do it again, unless the Client no longer benefits by this rectification or by the (renewed) execution of the work. If the Client is of the opinion that he no longer benefits from the execution of the agreed work, the Client shall cancel the agreement with VisumPro in writing, and he shall include any proof that he will no longer benefit from the execution of the agreement.
- If the Client no longer benefits from the execution of the agreed work, VisumPro will only be liable within the limits included in article 11.

Article 8. VisumPro Fees

- VisumPro is entitled to receive payment for its work irrespective of whether the agreement between the Client and the Issuing Body has been concluded by VisumPro and can be carried out. In urgent cases VisumPro will charge an additional rush rate.
- All amounts mentioned in the communications of VisumPro are an indication only and exclusive of BTW, unless stated otherwise.
- Apart from payment for its work the Client is obligated to pay to VisumPro all fees charged by the Issuing Body, as well as any other costs required for a proper execution of the agreement, including but not limited to, postage and/or courier fees, travel expenses and other expenses.
- VisumPro can at the express request in writing of the Client draw up an estimate of the expected costs. These estimates are exclusive of BTW and are not binding, unless expressly agreed otherwise.
- At all times VisumPro has the right to charge through to the Client any price increases of the Issuing Body and/or any called-in third parties. If so requested by the Client VisumPro in such case shall immediately allow inspection of the price increase in question.

Article 9. Payment

- Payment shall be made within 14 days of the invoice date, in a method and currency to be specified by VisumPro.
- If the Client has not paid within 14 days of the invoice date the Client is in default, without a further notice of default being required; as of the moment of default, the Client has to pay additional to the amount due interest of 1% per month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate has to be paid.
- In case of liquidation, bankruptcy, suspension of payment or applicability of statutory debt restructuring for natural persons of the Client, the claims of VisumPro and the obligations of the Client vis-à-vis VisumPro will be immediately due and payable without prior notice of default or warning and VisumPro has the right to suspend its work with immediate effect.
- Payments made by the Client will in the first instance serve to settle any outstanding interest and costs, and subsequently those invoices which have been outstanding for the longest time, even if the Client states that the payment relates to a later invoice.

Article 10. Extrajudicial Collection Costs

- If the Client is in default as regards compliance with one or more default obligations, all reasonable costs to obtain extrajudicial payment are to be borne by the Client. In any case the Client is obligated to pay compensation for extrajudicial collection costs at 15% of the amount of the invoice inclusive of BTW with a minimum of € 100.00.
- If VisumPro proves to have incurred higher costs than the costs mentioned in the previous paragraph and that these costs are in all reasonableness required to obtain the extrajudicial payment, these costs are also considered for compensation.
- Apart from the extrajudicial collection costs mentioned in this article the Client has to pay for each reminder an administrative fee of € 25.00.

Article 11. Liability

- VisumPro is never liable for any damage VisumPro or a third party has caused to the Client as a result of or with regard to (failure to) execute the agreement as well as of any other services rendered by VisumPro, unless the damage is caused by wilful intent or wilful recklessness on the part of VisumPro itself.
- VisumPro is never liable for any damage, irrespective of which nature, caused by:
 - The incorrectness and/or incompleteness of the data provided by the Client;
 - The incorrectness, incompleteness or invalidity of the documents provided by the Issuing Body;
 - The delay caused by it;
 - Loss and/or damage of documents by the Issuing Body;
 - Loss and/or damage of documents during dispatch or shipping;

- Possible inaccuracies of information published on the website of VisumPro or published otherwise by VisumPro.
- The Client indemnifies VisumPro against all costs and claims of any third party or third parties called in by VisumPro for the execution of the agreement and of the Issuing Body in question.
- The liability of VisumPro, in so far as it is covered by its liability insurance, is limited to the amount of the sum paid by the insurer. If the liability is changed to a third party called in by VisumPro, the liability is limited to the sum paid by the third party or its insurer.
- Should the insurer not pay or the damage is not covered by the insurance while VisumPro is liable, the liability of VisumPro will be limited to twice the value of the invoice of the assignment, or alternatively to that part of the agreement to which the liability refers.
- VisumPro is never liable for indirect or consequential damage.

Article 12. Force Majeure

- VisumPro is allowed to invoke force majeure, if an outside cause, either foreseen or unforeseen, impedes (further) compliance with the agreement to perform services. Force majeure includes at least:
 - Delay caused by or closure of the Issuing Body;
 - Not-compliance of a third party or third parties called in for the execution of the assignment by VisumPro;
 - Government measures which make compliance temporarily or permanently impossible;
 - Each circumstance independent of the will of VisumPro, as a result of which reasonable compliance with the agreement by VisumPro cannot be expected.
- The obligations of VisumPro are postponed while the force majeure lasts. If the period, during which compliance with the obligations by VisumPro is not possible due to force majeure, lasts longer than 2 weeks, both parties have the right to terminate the agreement, without any obligation to compensation.
- If VisumPro when the force majeure occurs, has already complied with part of its obligations, or can only partly comply with its obligations, it is entitled to send a separate invoice for all the completed work and/or the work that can be completed and the Client is obligated to pay this invoice. This is not the case if the part of the work already carried out and/or to be carried out does not have any independent value.

Article 13. Confidentiality / Privacy Policy

- Both parties are obligated to keep confidential any confidential information they have obtained from each other or elsewhere within the scope of their agreement. Information can be deemed confidential if one of the two parties has specified the information as confidential or if this ensues from the nature of the information.

Article 14. Applicable Law / Competent Court

- Every agreement between VisumPro and the Client is governed by the law of the Netherlands.
- The District Court of The Hague, Civil-Law Sector has exclusive competence to take cognizance of any disputes between VisumPro and the Client.