



## General Terms and Conditions International Protection Services Ltd.

These General Conditions International Protection Services BV apply at all times. By agreeing, including reference to these General Terms and Conditions, you agree to these General Terms and Conditions of International Protection Services BV, which is located in Amsterdam and registered in the trade register of the Chamber of Commerce in Amsterdam under number 67198287.

### APPLICABILITY OF THESE GENERAL TERMS AND CONDITIONS.

#### INTERNATIONAL PROTECTION SERVICES, Ltd.

##### Article 1. Definitions

In these general terms and conditions, the following terms used in the following meaning;

- 1.1 Client; the party that purchases the (security) services from International Protection Services BV.
- 1.2 Agreement; the agreement between the Client and International Protection Services BV.
- 1.3 Services; The activities performed by International Protection Services BV on behalf of the client are stated.

##### Article 2: Application

2.1 These terms and conditions apply to any quotation or agreement between International Protection Services BV and the Client. States or deviations and/or adjustments of the client (also) to the source and/or contract or general terms and conditions made by International Protection Services BV conditions do not apply unless stated in writing and confirmed by International Protection Services BV.

2.2 These terms and conditions also apply to all agreements for the implementation of which third parties must be involved.

2.3 If one or more of the provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions remain fully applicable. International Protection Services BV and the Client will then enter into consultation to agree on new provisions to replace the invalid or voided provisions and rewrite them to comply with the original conditions.

##### Article 3: Quotations / Offers

3.1 All quotations/offers are without obligation, provided there is a term of acceptance and/or if actual work has been performed by (personnel of) International Protection Services BV. Suppose the client chooses to have work completed by (personnel of) International Protection Services BV before signing the contract. In that case,



the client agrees to the conditions stated in Article 4.1 regarding the contract duration and the general terms and conditions in their entirety.

3.2 If no term of acceptance is mentioned in the quotations/offers, it will expire within 14 days.

3.3 The rates stated in the quotations/offers are exclusive of VAT.

3.4 Quotations/offers do not automatically apply to future assignments.

3.5 If the agreement has been entered into by the client and decides to cancel it before starting the work, it is obliged to pay cancellation costs to International Protection Services BV, amounting to 50% of the total offer. This to be increased by the VAT, without prejudice to the right to (full) compensation.

#### **Article 4: Contract duration**

4.1 Agreements or assignments are entered into an indefinite period unless stated otherwise in writing. Projects entered into (and executed) can only be dissolved, with due observance of a notice period of 6 months.

4.2 Fixed-term contracts are tacitly renewed after the agreed period for the same period under the same conditions (plus inflation) unless one of the parties declares this agreement no later than six months before the expiry date (extended) contract term.  
Registered letter.

4.3 International Protection Services BV can immediately dissolve the agreement (definite or indefinite) if the client does not fulfill its payment obligations, applies for a moratorium, or is declared bankrupt.

#### **Article 5: Rates, fee, and payment**

5.1 The Client must pay the payment on time and within the stated term -as stated in the quotation/offer- to International Protection Services BV.

5.2 The rates stated in the quotations/offers are exclusive of VAT.

5.3 The Client cannot settle any debt and/or discount on the invoice amount.

5.4 International Protection Services BV may increase the rate and/or fee if it appears that the work is so heavier as estimated. Of course, the client will be informed of this, and the (renewed) activities and (increased) costs of these will be discussed in more detail.

5.5 If the Client does not agree with (part of) the invoice, this does not deprive the right to payment.

5.6 If invoices are not paid or not fully paid by the Client, International Protection Services BV has the right to suspend the activities until they have been paid.



5.7 In case of repeated late payment of the client's invoices, International Protection Services BV has the right to invoice an advance in the amount of the last three invoices.

5.8 If the Client remains in default of payment (after sending the first reminder), the client is in default by law operation within the set term. International Protection Services BV International Protection Services BV then reserves the right to charge 30% negligence costs separate from the (other) costs incurred. International Protection Services BV also reserves the right (in the absence of payment) to immediately terminate or dissolve the agreement without a judge's intervention. In that case, the client is liable for the damage suffered by International Protection Services BV, including but not limited to loss of turnover, personnel and personnel costs, etc.

5.9 During the term of this agreement and within 18 months after its expiry, the client will not employ International Protection Services BV and/or have the personnel of International Protection Services BV performs services for him or third parties in any capacity whatsoever. If this does happen, the Client, International Protection Services BV, will owe an immediately payable fine of 20,000 euros, plus the amount of 2000 euros for each violation that continues, without prejudice to the right to full compensation.

## **Article 6: Performance and Liability**

6.1 The commitment concerns a best-efforts obligation. International Protection Services BV will comply with the government regulations and requirements - about safety - that apply to the work to be performed by it.

6.2 International Protection Services BV is the party that decides which employee is suitable for which assignment. If necessary, International Protection Services BV has the right to engage third parties to perform the services. This is possible at any time, without notification to the client, but with the obligation that the quality of the services will remain or will be guaranteed.

6.3 The client undertakes to guarantee that - deployed personnel of - International Protection Services BV can perform the work correctly or in safety. The client undertakes to provide all necessary information to International Protection Services BV and provide a safe workplace that meets legal requirements. If the client does not give the above points, International Protection Services BV is authorized to suspend the work until this is provided for / complied with.

6.4 The Client will provide the necessary materials and equipment required for the work's performance.

6.5 International Protection Services BV can under no circumstances be held liable if the client has provided International Protection Services BV with incorrect and/or incomplete information to carry out / perform the work properly. International Protection Services BV also accepts no liability whatsoever if, against the advice of International Protection Services BV, it has been decided by the client to carry out (certain) activities.

6.6 International Protection Services BV can under no circumstances be held liable for damage incurred by carrying out (necessary and/or unavoidable) work correctly.

6.7 If International Protection Services BV is liable, it is limited to the amount paid out by the insurer of International Protection Services BV.

## **Article 7: Force majeure**

# INTERNATIONAL PROTECTION SERVICES Ltd.



7.1 In the case of force majeure, International Protection Services BV cannot be held liable for not being able to (fully) deliver or fulfill the agreed agreements and services. International Protection Services BV means force majeure, any factor or factors that cannot be attributed to International Protection Services BV. This includes terrorism, flooding, extreme weather conditions, and all kinds of matters that have come about beyond the control and control of International Protection Services BV.

## **Article 8: Confidentiality**

8.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or another source in the context of their agreement. Information is considered personal if this has been communicated by the other party or arises from the information's nature.

## **Article 9: Final provision**

9.1 These general terms and conditions are governed by Dutch law. Disputes arising based on these general terms and conditions or arising from the agreement can and will - if the parties do not reach consensus among themselves - only and only be settled by the subdistrict court in Amsterdam.