

## General Terms and Conditions of Private Investigation Agency Buro Metz, KVK 56846800, POB 8919

In case of discrepancies between the Dutch and English versions, the Dutch version shall prevail.

### **Article 1 – Definitions**

1.1 Assignment: All advisory, investigative, and other ancillary services.

1.2 Client: Any natural or legal person who assigns an assignment to Private Investigation Agency Buro Metz. This also includes all clients who jointly assign an assignment and authorised representatives.

1.3 Agreement: The written or oral agreement for the provision of services.

1.4 Delivery Period: The period within which, under normal circumstances, the final report relating to the accepted assignment is delivered, unless otherwise agreed and recorded in writing.

### **Article 2 – General**

2.1 These general terms and conditions apply to every offer, quotation, and agreement entered into by Private Investigation Agency Buro Metz in relation to the provision of services and the performance of activities for its client. These general terms and conditions also apply to all stages preceding the conclusion of such an agreement and to the services and activities performed by Private Investigation Agency Buro Metz prior to the conclusion thereof.

2.2 These terms and conditions also apply to all agreements with Private Investigation Agency Buro Metz for the execution of which third parties must be engaged.

2.3 Any terms and conditions of the client which the client wishes to declare applicable to the agreements referred to in the preceding paragraph and to the stages preceding their conclusion shall not apply, unless Private Investigation Agency Buro Metz has expressly and explicitly accepted such terms and conditions in writing, in whole or in part. The provisions of these general terms and conditions which are not deviated from shall remain fully applicable.

2.4 If two agreements have been concluded with regard to the services to be provided, the agreement bearing the most recent date shall prevail.

2.5 A statement from the administration of Private Investigation Agency Buro Metz, signed by Buro Metz, shall constitute full evidence vis-à-vis the client, subject to proof to the contrary to be provided by the client.

2.6 If any provision of these general terms and conditions proves to be invalid for whatever reason, these terms and conditions shall otherwise remain fully in force.

2.7 Complaints from the client shall be handled in accordance with the complaints procedure of Private Investigation Agency Buro Metz.

## **Article 3 – Offer and Acceptance**

3.1 Quotations issued by Private Investigation Agency Buro Metz are without obligation and valid for thirty (30) days from the date of issue, unless otherwise agreed in writing. All prices stated in quotations are exclusive of VAT.

3.2 Private Investigation Agency Buro Metz shall only be bound by a quotation if acceptance thereof by the client has been confirmed in writing within thirty (30) days from the date of issue, unless otherwise agreed.

3.3 All offers are based on information provided by the client, unless the agreement indicates otherwise. Errors in such information shall not give rise to any liability on the part of Private Investigation Agency Buro Metz towards the client and shall not entitle Private Investigation Agency Buro Metz to claim any performance.

3.4 A written or oral request by the client for the provision of services or the performance of activities shall result in an agreement once such request has been accepted by Private Investigation Agency Buro Metz .

3.5 Acceptance of an assignment by Private Investigation Agency Buro Metz shall take place by means of a confirmation to the client, unless expressly agreed otherwise.

3.6 If the objectivity and/or integrity of Private Investigation Agency Buro Metz cannot be guaranteed, this shall constitute a compelling reason for Private Investigation Agency Buro Metz to refuse the assignment and to dissolve the agreement. The client shall be informed thereof as soon as possible.

## **Article 4 – Performance of the Agreement**

4.1 Private Investigation Agency Buro Metz is obliged to observe confidentiality towards third parties regarding all information that has come to its knowledge in connection with the acceptance and performance of the assignment, as well as its reporting to the client. Disclosure of information to third parties in any form whatsoever is only permitted with the consent of the client.

4.2 Private Investigation Agency Buro Metz undertakes to perform the assignment within the applicable legal framework and in compliance with all applicable rules and privacy codes of conduct.

4.3 Private Investigation Agency Buro Metz has an obligation of effort only and no obligation of result.

4.4 If Private Investigation Agency Buro Metz deems it necessary for the proper performance of the assignment, it shall be entitled to have certain activities carried out by third parties.

4.5 As soon as possible after issuance of the assignment confirmation, the client shall provide Private Investigation Agency Buro Metz with all data and information required for the proper and timely performance of the assignment. This shall at least include sufficient information to determine the necessary activities.

4.6 The client bears full and exclusive responsibility for the timely, correct, and as complete as possible provision of information to Private Investigation Agency Buro Metz. Private Investigation Agency Buro Metz shall not be liable for any damage of whatever nature arising from reliance on incorrect and/or incomplete information provided by the client, unless such incorrectness or incompleteness should have been apparent to Private Investigation Agency Buro Metz.

4.7 The client indemnifies Private Investigation Agency Buro Metz against any claims by third parties who suffer damage in connection with the performance of the agreement which is attributable to the client.

4.8 The result of the assignment is intended exclusively for the client. No rights may be derived therefrom by third parties.

4.9 The result of the assignment may only be used for the purpose for which the assignment was provided. If no explicit purpose has been agreed, the customary purpose in view of the nature of the assignment shall apply.

## **Article 5 – Amendment of the Agreement**

5.1 If, during the performance of the assignment, it appears that proper performance requires modification or supplementation of the activities to be performed, the parties shall timely amend the agreement by mutual consultation.

5.2 If the parties agree that the agreement is amended or supplemented, this may affect the time of completion of performance. Private Investigation Agency Buro Metz shall inform the client thereof as soon as possible.

5.3 If the amendment or supplementation of the agreement has consequences for the amount of the quotation due to changes in the duration and/or nature of the activities, Private Investigation Agency Buro Metz shall inform the client thereof in advance.

5.4 In deviation from paragraph 3, Private Investigation Agency Buro Metz shall not charge additional costs if the amendments or supplements are attributable to Private Investigation Agency Buro Metz.

## **Article 6 – Dissolution of the Agreement**

6.1 A dissolving condition of the agreement between the parties shall be the circumstance that either party is declared bankrupt or is granted (provisional) suspension of payments.

6.2 On the basis of a compelling reason, Private Investigation Agency Buro Metz shall be entitled to suspend further performance of an accepted assignment until the costs incurred up to that time have been paid or sufficient security for payment has been provided. If the client fails to satisfy the claim, the agreement shall be dissolved after a reasonable period without any obligation to compensate damage suffered by the client, and subject to the provision to the client of an oral or written report regarding the activities already performed.

6.3 The client is entitled to withdraw the assignment during performance on the basis of a compelling reason, provided that the decision is communicated to Private Investigation Agency Buro Metz without delay.

6.4 In all cases of dissolution of the agreement, the client shall reimburse Private Investigation Agency Buro Metz for the costs incurred and activities performed.

## **Article 7 – Completion of the Agreement**

7.1 Upon completion of the assignment, Private Investigation Agency Buro Metz shall issue a report of its findings to the client.

7.2 Whenever Private Investigation Agency Buro Metz deems it necessary, or when agreed with the client, Private Investigation Agency Buro Metz shall issue an interim report to the client.

7.3 Private Investigation Agency Buro Metz shall retain all records, data, correspondence, documents, and other materials relating to the acceptance and performance of the assignment for a period of at least five (5) years after issuance of the final report. Draft documents shall be retained for at least one (1) year. Other tangible items shall be forwarded to the client together with the final report.

7.4 All copyrights vested in materials produced by Private Investigation Agency Buro Metz, such as interim and final reports, are expressly reserved to Buro Metz .

## **Article 8 – Payment**

8.1 The client undertakes to pay the price agreed between the parties for the activities, subject to the conditions stated below.

8.2 The client is obliged to pay within fourteen (14) days of the invoice date in the manner indicated by Private Investigation Agency Buro Metz, in the currency invoiced. If payment has not been received within this period, the client shall, without further notice or notice of default, owe interest on the invoice amount at a rate of one percent (1%) above the statutory interest, calculated from fourteen (14) days after the invoice date. In addition, all administrative and collection costs, including legal and bailiff costs, shall be borne by the client. Interest on the due amount shall be calculated from the moment the client is in default until full settlement.

8.3 For assignments with a duration exceeding two months, costs due may be invoiced periodically.

8.4 The client is not entitled to apply any discount or set-off to the price agreed with Private Investigation Agency Buro Metz.

8.5 In the event of liquidation, bankruptcy, attachment, or suspension of payments of the client, all claims of Private Investigation Agency Buro Metz against the client shall become immediately due and payable.

## **Article 9 – Liability**

9.1 If Private Investigation Agency Buro Metz should be liable, such liability shall be limited to what is provided for in this article.

9.2 Private Investigation Agency Buro Metz shall never be liable for damage that is unavoidable given the method of working applied, if no written objections have been raised by or on behalf of the client against such method of working, or if urgency required by the client or circumstances necessitated such method.

9.3 If performance of the agreement is permanently impossible and the shortcoming is attributable with regard to the performance of the assignment, Private Investigation Agency Buro Metz shall only be liable for substitute damages, meaning compensation for the value of the performance not rendered. Any liability of Private Investigation Agency Buro Metz for any

other form of damages is excluded, including but not limited to additional damages in any form, indirect damages, consequential damages, or loss of profit, subject to any mandatory statutory liability.

9.4 A condition for the existence of any right to damages shall be that the client notifies Private Investigation Agency Buro Metz in writing of the damage as soon as reasonably possible after it has arisen.

9.5 The client indemnifies Private Investigation Agency Buro Metz against all claims by third parties in connection with the performance of the assignment or the report issued by Private Investigation Agency Buro Metz.

9.6 Private Investigation Agency Buro Metz shall not be liable for damage if the client has provided insufficient or incorrect information on the basis of which the services or activities were determined and performed.

9.7 Private Investigation Agency Buro Metz shall never be liable for indirect damages, including consequential damages, loss of profit, missed savings, and damage due to business interruption.

9.8 The limitations of liability for direct damages included in these terms and conditions shall not apply if the damage is caused by intent or gross negligence of Private Investigation Agency Buro Metz or its subordinates.

9.9 All legal claims against Private Investigation Agency Buro Metz, including claims for damages, shall lapse and/or expire one (1) year after the claim or cause of action has arisen.

## **Article 10 – Loss of Property**

10.1 The client indemnifies Private Investigation Agency Buro Metz against claims by third parties against Private Investigation Agency Buro Metz or its personnel relating to loss of or damage to property with respect to which Private Investigation Agency Buro Metz performs services or activities.

## **Article 11 – Force Majeure**

11.1 Private Investigation Agency Buro Metz shall not be liable for failure or incomplete performance of the agreed activities if this is the result of force majeure. Force majeure shall in any event include war, state of war, state of siege, civil war, rebellion, revolution, uprising, military or other seizure of power, looting in connection with such circumstances, strikes and other labour disputes within Private Investigation Agency Buro Metz, strikes and labour disputes elsewhere insofar as they impede the services of Private Investigation Agency Buro Metz, squatting, severely obstructive weather conditions, traffic disruptions, and in general any cause which cannot reasonably be attributed to Private Investigation Agency Buro Metz. The foregoing does not affect the obligation of Private Investigation Agency Buro Metz to make every reasonable effort to prevent and mitigate a force majeure situation.

11.2 In the event of delay due to force majeure or suspension of performance, the delivery period shall be extended by the duration of the force majeure or suspension. Private Investigation Agency Buro Metz shall not be obliged to compensate damage suffered by the client as a result of such delay.

## **Article 12 – Complaints**

12.1 Complaints regarding issued reports must be submitted within fourteen (14) days after delivery. Private Investigation Agency Buro Metz shall remedy the shortcomings if the complaint is well-founded, subject to all provisions of these General Terms and Conditions.

## **Article 13 – Criminal Offence**

If personnel of Private Investigation Agency Buro Metz discover a criminal offence, this shall be reported to the client. The decision to file a criminal complaint shall be taken by the client. Such complaint shall only be filed by personnel of Private Investigation Agency Buro Metz at the request and under the responsibility of the client. The client indemnifies Private Investigation Agency Buro Metz and its personnel against all claims by third parties relating to such complaint, regardless of whether any blame can be attributed to Private Investigation Agency Buro Metz or its personnel.

## **Article 14 – Disputes**

14.1 Disputes shall, in accordance with the WPBR legislation, first be handled through the applicable complaints procedure.

14.2 After completion of the procedure referred to in paragraph 14.1, the court in the place of establishment of Private Investigation Agency Buro Metz shall have exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Notwithstanding the foregoing, Private Investigation Agency Buro Metz shall be entitled to submit the dispute to the court competent under the law.

14.3 All agreements between Private Investigation Agency Buro Metz and the client shall be governed exclusively by these General Terms and Conditions and by Dutch law, expressly excluding any other law that might apply pursuant to the rules of private international law.

## **Article 15 – Entry into Force**

15.1 These General Terms and Conditions have been filed with the Chamber of Commerce.

15.2 These General Terms and Conditions can be found on the website of Private Investigation Agency Buro Metz.