

TERMS AND CONDITIONS

LEGAL ON WHEELS B.V.

1 GENERAL

1. These general terms and conditions apply to every offer, quotation, service and agreement, that Legal On Wheels B.V. ("L.O.W.") has concluded or has declared applicable to a client, unless both parties have explicitly deviated from this in writing.
2. These general terms and conditions also apply to agreements in which L.O.W. makes use of third parties for the execution of this.
3. These general terms and conditions are also internally applicable for employees of L.O.W.
4. The applicability of other terms and conditions is expressly rejected, unless paragraph 1 applies.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially voided or annulled, the remaining provisions will remain fully applicable. In the aforementioned case, L.O.W. will consult the client to replace these voided or annulled provisions with new provisions, taking into account as much possible the purpose and intent of the original provisions.
6. If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, an explanation will be given by L.O.W.
7. If a situation arises that is not covered in these general terms and conditions, it will be assessed on the basis of the purpose of these general terms and conditions.
8. If client does not always demand strict compliance with the conditions, this does not mean that these provisions do not apply. Rights will not be lost if strict compliance with the provisions was required.

2 QUOTATION AND OFFERS

1. All quotations or offers from L.O.W. are non-committal, but are set to an acceptance term. If the acceptance period has expired, no rights can be derived in any way whatsoever. A new quotation or offer will be determined.
2. L.O.W. cannot be held to his quotation or offer, if the client can reasonably understand, that there was an obvious mistake or error in the quotation or offer, or a part thereof.
3. The prices stated in the quotation or offer are exclusive of turnover tax (VAT) and other government levies, any costs to be incurred (travel, accommodation, dispatch and administration costs) in connection with an agreement, unless stated otherwise.
4. L.O.W. is not bound to comply with an offer, if the acceptance deviates from the quotation or the offer, exception aside.
5. A quotation does not oblige L.O.W. to perform a part of the assignment against a corresponding part of the stated price.
6. Offers or quotations do not automatically apply to future assignments.

3 CONTRACT TERM, EXECUTION TERM, RISK TRANSFER, EXECUTION AND CHANGE OF AGREEMENT, PRICE INCREASE

1. The agreement between L.O.W. and the client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. The execution of certain activities, in which a term has been agreed upon, must never be interpreted as a strict deadline, but more as an indication that these activities will be completed within or slightly over the period indicated. L.O.W. will always endeavor to complete the work within the agreed term. If there is an exceedance of the agreed term, the client must put L.O.W. in default through a written notice. Client must provide a reasonable term to L.O.W. to still comply with the agreement.
3. L.O.W. shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge.
4. L.O.W. has the right to have certain work carried out by third parties. The applicability of article 7: 404 and 7: 407

- paragraph 2 of the Civil Code¹ is expressly excluded.
5. If L.O.W. or third parties engaged by them must provide service at the location indicated by the client, the client must provide for the reasonable required facilities free of charge.
 6. L.O.W. is entitled to execute the agreement in different phases and to invoice the part thus executed separately.
 7. If the agreement is executed in phases L.O.W. can suspend the execution of those parts that belong to a following phase, until the client has approved the completed parts in writing.
 8. The client must ensure that all data, that is necessary for L.O.W. and that client should reasonably understand that this is necessary for the execution of the agreement, is provided in a timely manner to L.O.W. If the data required for the execution of the agreement are not provided to L.O.W. in time, L.O.W. has the right to suspend the execution of the agreement and/or charge the extra costs resulting from the delay to the client based on the usual rates. The execution period commences after client has made the data available to L.O.W. L.O.W. is not responsible for damage of any kind, if L.O.W. assumption was based on incorrect and/or incomplete information provided by the client.
 9. If it becomes apparent during the execution of the agreement that a change or addition is necessary for the proper execution thereof, the parties shall timely proceed to the adjustment of the agreement and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the client is changed and the agreement is changed - qualitatively or quantitatively - then this may have consequences for the original agreed. This can also cause a price increase or a price reduction. L.O.W. will, if such a case occurs, provide - if possible - a quotation. The foregoing may also entail a change in the term of execution. Client accepts the possibility of change of the agreement, including the change in price and term of execution.
 10. In case of change of the agreement including addition, L.O.W. is entitled to implement this first, after receipt of client's agreement regarding the change in price and term of execution. There will be no breach of contract by L.O.W. if immediate execution of the amended agreement is not made. Nor does it provide any reason for the client to terminate or cancel the agreement.
 11. L.O.W. may refuse a request to amend the agreement without being in default, if this can have a qualitative and/or quantitative effect on the work to be performed.
 12. If the client is in default of proper performance of what he has to provide to L.O.W., then the client is liable for all damage on the part of L.O.W. that directly or indirectly arises.
 13. If L.O.W. agrees to a fixed price with a client, then L.O.W. is at all times entitled to increase this price without the client being entitled in that case to dissolve the agreement for that reason, as long the increase of the price ensues a jurisdiction or obligation pursuant to the laws or regulations or it finds its cause in grounds that could not reasonably have been foreseen when entering into the agreement.
 14. If the price increase is based other than as a result of an amendment to the agreement, and this exceeds 10% of the original amount agreed, and takes place within three months after the conclusion of the agreement, then only the client is entitled and has the right to dissolve the agreement by means of a written statement based on title 5 section 3 Book 6 of the Civil Code has the right to dissolve the agreement, unless L.O.W. is still willing to execute the agreement on the basis of the original agreed upon, or if the price increase is the result of a decision on L.O.W. resting obligation under the law or if it is stipulated that the delivery will take place more than three months after the conclusion of the agreement.

4 SUSPENSION, DISSOLUTION AND INTERMEDIATE TERMINATION OF THE AGREEMENT

1. L.O.W. is entitled to suspend the fulfillment of the obligations or to dissolve the agreement, if the client does

¹ Book 7 article 404: If the assignment has been granted to a person who carries out a service in his possession as a profession or company to the client is obliged to carry out the work necessary for the performance of the assignment, except that the assignee performed under his responsibility, all without

prejudice to the liability of the third party. Book 7 article 407 paragraph 2: If two or more persons have received an order together, each of them is fully liable for a shortcoming in the performance, unless the shortcoming cannot be attributed to him.

not, not fully or does not fulfill the obligations under the agreement in time, after the conclusion of the agreement. L.O.W. is no longer required to comply with the originally agreed conditions, if L.O.W. has taken note of circumstances that give good grounds to fear that the client will not fulfill the obligations, after client is requested to arrange for a first payment of 50% of the final amount and is not forthcoming or due to delay on the part of the client.

2. L.O.W. is entitled to dissolve the agreement, if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or if circumstances arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be required by L.O.W.
3. If the agreement is dissolved, the claims of L.O.W. on the client are immediately due and payable. If L.O.W. suspends the fulfillment of the obligations, L.O.W. remains with its claims based on the law and agreement.
4. If L.O.W. proceeds to suspension or dissolution, then L.O.W. is in no way obliged to compensation for the damage and costs that have arisen.
5. L.O.W. is entitled to receive (in) direct damage including costs, if the dissolution is attributable to client.
6. If the client fails to comply with the obligations arising from the agreement and this non-fulfillment justifies dissolution, then L.O.W. is entitled to dissolve the agreement immediately and with immediate effect without any obligation to pay any compensation or indemnification, while the client is obliged to pay compensation or indemnify L.O.W. due to breach of contract.
7. If the agreement is terminated prematurely by L.O.W., L.O.W. will in consultation with the client ensure transfer of work still to be done to third parties, unless the cancellation is attributable to the client. If the transfer of the work entails additional costs for L.O.W., these will be charged to the client. The client is obliged to pay costs within the specified period, unless L.O.W. indicates otherwise.
8. In case of seizure – in case seizure is not lifted within three months -, debt repayment, (application for) suspension of payment, bankruptcy, liquidation or other circumstance as a result of which the client can no longer freely dispose of its assets, L.O.W. is free to cancel the agreement immediately and with immediate effect, or to cancel the agreement, without any obligation to pay any compensation or indemnity. The claims of L.O.W. on the client are immediately due and payable.
9. If the client cancels all or part of an assigned service, the work that was performed and the time spent for the performance of the agreement will be fully charged to the client.

5 FORCE MAJEURE

1. L.O.W. is not obliged to fulfill any obligation towards the client, if L.O.W. is prevented from doing so as a result of a circumstance which is not due to its fault, and which is not for the account of the law, a legal act or generally accepted belief.
2. In these general terms and conditions, the meaning of by proxy is besides what is understood in the law and jurisprudence, also all external causes, foreseen or unforeseen, on which L.O.W. cannot exert influence, but as a result of which L.O.W. is unable to meet his obligations. In case of work strikes at L.O.W. or from third parties - which L.O.W. make use of - L.O.W. has the right to invoke force majeure if the circumstance prevents the (further) fulfillment of the agreement, when L.O.W. should have fulfilled his commitment.
3. L.O.W. can suspend the obligations under the contract during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.
4. If L.O.W. on the occurrence of force majeure, has partially fulfilled its obligations or will be able to comply with it, and the future part to be fulfilled has independent value, L.O.W. is entitled to invoice the part already fulfilled or to be fulfilled, separately. The client is obliged to pay this invoice as if it were a separate agreement.

6 PAYMENT AND COLLECTION COSTS

1. Payment must be made within 14 days after the invoice date or on the date stated in the invoice, in the currency indicated by L.O.W., unless otherwise stated by L.O.W. that

L.O.W. is entitled to invoice periodically.

2. If the client fails to timely pay an invoice of L.O.W, the client is legally in default. The client is due an interest of 1% per (part of) month as long as he is in default. The interest due of 1% is converted into legal interest, from the moment that client fails to pay the amount still due after the reminder period of L.O.W. The interest on the due and payable amount will be calculated from the moment that client is in default. The legal interest is calculated from the moment client is in default (after non-payment after reminder period). The interest and/or the legal interest will be passed on until the amount due has been paid in full.
3. L.O.W. has the right to have the payments made by the client, first of all to reduce the costs, then to reduce the legal interest still due and finally to reduce the principal sum and the current interest. L.O.W. can, without being in default, refuse an offer of payment if the client designates a different order for the allocation of the payment. L.O.W. may refuse full payment of the principal sum, if the interest and collection costs are not paid.
4. The client is never entitled to set off the amount to be paid to L.O.W. against an amount that is due by L.O.W. The client, who cannot appeal to Section 6.5.3 (Articles 231 to 247 of Book 6 Civil Code) is also not entitled to suspend the payment of an invoice for any other reason.
5. If the client is in default in the timely fulfillment of his obligations, then all reasonable costs incurred in obtaining payment out of court are for the account of the client. The default of the private client, who does not act in the exercise of a profession or business, takes effect after he has been summoned to pay within fourteen days after the day of reminder and payment is not forthcoming. The reminder indicates the consequences of the absence of payment. The extrajudicial costs are calculated on the basis of what is customary in collection practice. If L.O.W. however, has made higher costs for collection which were reasonably necessary and the business client acts in the exercise of a profession or company, then the actual costs are eligible for compensation. Any judicial and execution costs incurred will also be recovered from the client. The client also owe interest on the collection costs due.

7 OWNERSHIP RESERVATION

1. All delivered documentation by L.O.W. remains the property of L.O.W. until the client has properly fulfilled all obligations based on the agreement with L.O.W.
2. The delivered documentation by L.O.W. can never be resold to third parties, who were not part of the agreement between client and L.O.W. The design of all delivered documentation remains the property of L.O.W.
3. On all drafted documentation by L.O.W. the following text will appear in the footnote bottom right:
Legal On Wheels B.V.
www.legalonwheels.com
©2017 ALL RIGHTS RESERVED

8 WARRANTIES, RESEARCH AND COMPLAINT, LIMITATION PERIOD

1. The services to be delivered by L.O.W. meet the usual requirements and standards that can reasonably be set and can normally be used on Curaçao. The guarantee mentioned in this article applies to services intended for use within Curaçao. When used outside Curaçao, the client must verify whether the use thereof is suitable and meets the conditions that are set for it. In that case L.O.W. can set other guarantee and other conditions with regard to the services to be provided.
2. The guarantee referred to in paragraph 1 of this article applies for a period of 2 months (adjustment period), as long as client make use of this, as agreed with L.O.W. The warranty is limited to the part of supplied documentation/services by L.O.W., if the client also makes use of third parties.
3. The warranty will expire as a result of improper use of the supplied documentation by L.O.W. and/or if the client or third parties makes changes to the documentation or attempts to make changes without the permission of L.O.W.
4. The client is obliged to check the delivered service/documentation whether the quality of the delivered service/documentation corresponds with what has been agreed and meets the requirements that the parties have agreed upon. Any visible defects must be reported and submitted in writing to L.O.W. Any non-visible defects must immediately, but in any event no later than within fourteen

days, after discovery thereof, reported and submitted in writing to L.O.W. The notification of the defects must contain a detailed description of the defect, so that L.O.W. is able to respond adequately. The client must provide L.O.W. the opportunity to investigate a complaint.

5. If a complaint is submitted by the client in time, that does not mean that his payment obligation is suspended.
6. L.O.W. will arrange for the adjustment of service/documentation within a reasonable period of time after receipt of the written notice.
7. If afterwards turns out that the complaint is unfounded or the guarantee period has expired, the costs incurred by L.O.W. will be passed on to the client on account of the time spent.
8. Notwithstanding the statutory limitation periods, the limitation period of all claims and defenses against L.O.W. and the third parties involved in the execution of an agreement of L.O.W., is 1 year.

9 LIABILITY

1. If L.O.W. is liable, but this liability is limited to what is stipulated in this provision.
2. L.O.W. is not liable for damage of any nature, if it occurred based on inaccurate and/or incomplete data provided by or on behalf of the client.
3. If L.O.W. should be liable for any damage, then the liability of L.O.W. is limited to a maximum of twice the invoice value of the assignment, but also at least to that part of the assignment to which the liability relates.
4. L.O.W. is only liable for direct damage.
5. Under the meaning of direct damage is exclusively understood, the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage in the sense of these conditions, any reasonable costs incurred due to the defective performance of L.O.W. based on the agreement, in as far as this can be allocated to L.O.W. and reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. L.O.W. is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.
6. The limitations of liability included in this article is not applicable, if the damage is due to intent or gross negligence of L.O.W. or his subordinates.

10 INDEMNITY

The client indemnifies L.O.W. for any claims of third parties, which suffer damage in connection with the execution of the agreement and for which the cause is accountable to other than L.O.W. If L.O.W. for this reason may be held accountable by third parties, then the client must assist L.O.W. both outside and in court and will do everything that may be expected of him in that case, without delay. Should the client fail to take adequate measures, then L.O.W. - without notice of default - is entitled to proceed to do this himself. All costs and damages on the part of L.O.W. and third parties that arise as a result of no measures taken by the client, will be fully at the expense and risk of the client.

11 INTELLECTUAL PROPERTY

L.O.W. reserves the rights and authorizations that accrue to him under copyright and other intellectual property laws and regulations. L.O.W. has the right to use the knowledge gained through the execution of an agreement for other purposes, insofar as no strictly confidential information of the client is brought to the notice of third parties.

12 APPLICABLE LAW AND DISPUTES

1. In all legal relationships in which L.O.W. is a party, only the law of Curaçao is applicable, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there.
2. The judge at the location of L.O.W. has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, L.O.W. has the right to submit the dispute to the competent court according to the law.
3. The parties will first appeal to the court, after they have made every effort to settle a dispute in mutual consultation.

13 FILE LOCATION & CHANGE OF TERMS AND CONDITIONS

1. These terms and conditions are filed with the Chamber of Commerce and Industry Curaçao and can also be found on the website of L.O.W. (www.legalonwheels.com).
2. The last registered version is always applicable or the version that is applied at the time of the establishment of the legal relationship with L.O.W.
3. The Dutch text of the general terms and conditions is always decisive for the explanation.