

1. Application

- a. These general terms and conditions apply to all offers submitted to, agreements with, services provided by or to and orders placed by or with Homecare B.V.
- b. Deviation from these general terms and conditions is allowable only if agreed upon with, and confirmed in writing by, Homecare B.V.
- c. General terms and conditions differing from those of Homecare B.V. are not accepted. In case of disagreement between the general terms and conditions of Homecare B.V. and any other terms and conditions, the general terms and conditions of Homecare B.V. shall prevail.

2. Offers

- a. Offers submitted by Homecare B.V. are not binding, unless the offer explicitly states a date after which the offer becomes irrevocable.
- b. In spite of irrevocability as indicated in paragraph 2a, Homecare B.V. reserves the right to correct omissions in the details determining the price-making process and to change the amount of the quotation accordingly.
- c. The offers of Homecare B.V. are indivisible, being appropriate for acceptance only as a whole.
- d. Offers submitted by Homecare B.V. are based on the provision of services under normal circumstances and under Homecare B.V.'s regular working hours.
- e. Services provided by Homecare B.V. are carried out by employees of Homecare B.V.

3. Acceptance

- a. Offers submitted by Homecare B.V. will be considered as accepted only when returned to Homecare B.V. duly signed.
- b. Homecare B.V. reserves the right to attach additional conditions to and/or request alterations in the agreement within 10 days after return.
- c. The agreement will not be considered as concluded between both parties until the additional conditions and/or alterations have been accepted in accordance with the conditions described under 2a.

4. Authorization

Homecare B.V. reserves the right to enter into contracts for their management only, or for third parties which have duly been authorized.

5. V.A.T.

Quotations submitted by Homecare B.V. all concern V.A.T.-free services such as maternity care and therefore exclude V.A.T. and other taxes, unless explicitly stated otherwise.

Alterations by the government or any other proper authority are considered to be part of the agreement and shall therefore not be at the expense of Homecare B.V.

6. Customer obligations

- a. The customer must make provisions to enable Homecare B.V.'s employees to carry out their duties at the agreed times.
- b. The customer must make all necessary provisions for Homecare B.V. so that their services can be provided without obstruction from third parties or unforeseen circumstances.
- c. The customer must make all necessary provisions such as hot water supply, adequate sanitation, maternal care products etc.
- d. Homecare B.V. will be allowed free utilization of all means available at the workplace necessary for the normal provision of services.

7. Payment

- a. Payment shall be effectuated within fourteen (14) days of the date of the relevant invoice.
- b. Should an invoice not be paid on time, Homecare B.V. shall charge extrajudicial expenses at a rate of 15% of the invoice amount with a minimum of €350.-, or, if the invoice amount is less than this sum, the total amount agreed upon for the entire service provision.
- c. All payments will first be applied to any interest and charges and secondly to reduce the principal amount due.
- d. Without any obligation for compensation, Homecare B.V. shall be entitled to suspend service provision if any invoice is not paid on time, even if such invoice resulted from other services agreed upon previously or simultaneously.

8. Cancellations

- a. If an agreement with Homecare B.V. is cancelled or any part of the agreement does not have to be or cannot be carried out, Homecare B.V. shall be fully entitled to demand observance or otherwise claim compensation of any damage suffered or yet to be suffered, including loss of profit, unproductive hours etc.
- b. Financial damage suffered by Homecare B.V. shall be estimated at a minimum of 33% of the amount agreed upon by the two parties, with a minimum of €500.-.

9. Liability

- a. Complaints concerning services provided, goods supplied etc. by Homecare B.V. must always be reported in writing as soon as possible.
- b. Homecare B.V. can never be held responsible for any damage caused by themselves or by third parties working on their behalf.
- c. Liability shall at all times be restricted to the amount paid by the company liability insurance.
- d. The customer vouches for the good quality of all materials put at the disposal of Homecare B.V. personnel and frees Homecare B.V. from any damage caused by shortcomings of these materials.

10. Force Majeure

In case force majeure prevents or delays performance of the agreement or makes it impossible, Homecare B.V. has the option to either cancel the agreement with no obligation to grant compensation or to carry out the agreement in adapted form, such unimpeded the customer's obligation to compensate Homecare B.V. for the expenses already made.

11. Arbitration

Exclusive of third parties, all disputes, including those considered as such only by one of the two parties, will be presented to a proper judge in the District of 's-Hertogenbosch.

12. Governing Law

These terms and conditions are governed by and must be interpreted consistent with Dutch Law.