



van Dommelen

EXCEPTIONAL JOURNEYS

General terms and conditions of Amstelveense Taxicentrale van Dommelen

Definitions

1. Amstelveense Taxicentrale van Dommelen: Personal Car Service, located in Amstelveen under the registration number 33082347.
2. Client: the party with whom Amstelveense Taxicentrale van Dommelen has entered into an agreement.
3. Parties: Amstelveense Taxicentrale van Dommelen and the client together.
4. Consumer: a client who is also an individual and who acts as a private person.

Applicability of general terms and conditions

1. These terms and conditions apply to all offers, quotations, work, orders, agreements, and deliveries of services or products by or on behalf of Amstelveense Taxicentrale van Dommelen.
2. Parties may only deviate from these conditions if they have expressly and in writing agreed to do so.
3. The applicability of additional and/or deviating general terms and conditions of the client or third parties is expressly excluded.

Offers and quotations

1. Offers and quotations by Amstelveense Taxicentrale van Dommelen are non-binding, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 1 week, unless another acceptance period is stated in the offer or quotation.
3. If the client does not accept an offer or quotation within the applicable period, the offer or quotation will expire.
4. Offers and quotations do not apply to subsequent orders, unless expressly and in writing agreed by the parties.

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Acceptance

1. Upon acceptance of a non-binding offer or quotation, Amstelveense Taxicentrale van Dommelen reserves the right to withdraw the offer or quotation within 3 days after receipt of the acceptance, without the client being entitled to any rights in this regard.
2. Oral acceptance by the client binds Amstelveense Taxicentrale van Dommelen only after the client has confirmed it in writing.

Prices

1. All prices used by Amstelveense Taxicentrale van Dommelen are in Euros, excluding VAT and any other costs such as administration fees, levies, travel, parking or cleaning costs, unless expressly stated otherwise or agreed otherwise.
2. All prices used by Amstelveense Taxicentrale van Dommelen for its services, on its website, or otherwise made known, may be changed by Amstelveense Taxicentrale van Dommelen at any time.
3. The parties agree on a total amount as a guideline for the services provided by Amstelveense Taxicentrale van Dommelen, unless the parties have expressly and in writing agreed on a fixed price that cannot be deviated from.
4. Amstelveense Taxicentrale van Dommelen is entitled to deviate up to 10% from the guideline price.
5. If the guideline price is going to be more than 10% higher, Amstelveense Taxicentrale van Dommelen must inform the client in advance of the justification for the higher price.
6. If the guideline price is going to be more than 10% higher, the client has the right to cancel the part of the assignment that exceeds the guideline price plus 10%.
7. Amstelveense Taxicentrale van Dommelen has the right to adjust the prices annually.
8. Prior to its entry into force, Amstelveense Taxicentrale van Dommelen will inform the client of price adjustments. Unless the parties have expressly agreed otherwise in writing.

Payments and Payment Terms

1. Amstelveense Taxicentrale van Dommelen may request a deposit of up to 50% of the agreed amount at the time of entering into the agreement.
2. The customer must make payments within 14 days after invoicing.
3. Payment terms are considered to be fatal payment terms. This means that if the customer has not paid the agreed amount by the last day of the payment term, the customer is in default and in breach of contract, without Amstelveense Taxicentrale van Dommelen needing to send a reminder or put the customer in default.
4. Amstelveense Taxicentrale van Dommelen reserves the right to make delivery dependent on immediate payment or to require security for the total amount of services or products.



Consequences of Late Payment

1. If the customer does not pay within the agreed term, Amstelveense Taxicentrale van Dommelen is entitled to charge statutory interest of 8% per month for commercial transactions from the day the customer is in default, with a portion of a month being counted as a whole month.
2. When the customer is in default, the customer is also liable for extrajudicial collection costs and any damages payable to Amstelveense Taxicentrale van Dommelen.
3. The collection costs are calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs.
4. When the customer does not pay on time, Amstelveense Taxicentrale van Dommelen may suspend its obligations until the customer has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of the customer, Amstelveense Taxicentrale van Dommelen's claims against the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Amstelveense Taxicentrale van Dommelen, the customer is still obliged to pay the agreed price to Amstelveense Taxicentrale van Dommelen.

Right of Suspension

Unless the customer is a consumer, the customer waives the right to suspend compliance with any obligation arising from this agreement.

Setoff

Unless the customer is a consumer, the customer waives the right to set off a debt owed to Amstelveense Taxicentrale van Dommelen with a claim against Amstelveense Taxicentrale van Dommelen.

Insurance

1. The customer undertakes to sufficiently insure and keep insured the following items against, among other things, fire, explosion, water damage, and theft:
 - a. Delivered items that are necessary for the performance of the underlying agreement.
 - b. Items belonging to Amstelveense Taxicentrale van Dommelen that are present with the customer.
 - c. Items delivered subject to retention of title.
2. Upon the first request of Amstelveense Taxicentrale van Dommelen, the customer will provide access to the insurance policies.



Guarantee

When parties have entered into an agreement with a service character, this only contains an obligation of effort for Amstelveense Taxicentrale van Dommelen and not an obligation of result.

Execution of the Agreement

1. Amstelveense Taxicentrale van Dommelen will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
2. Amstelveense Taxicentrale van Dommelen has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance payment by the customer.
4. It is the customer's responsibility to ensure that Amstelveense Taxicentrale van Dommelen can start the execution of the agreement in a timely manner.
5. If the customer has not ensured that Amstelveense Taxicentrale van Dommelen can start the execution of the agreement in a timely manner, any resulting additional costs and/or extra hours will be borne by the customer.

Information Provision by the Customer

1. The customer makes all information, data, and documents that are relevant for the correct execution of the agreement available to Amstelveense Taxicentrale van Dommelen in a timely manner and in the desired form and manner.
2. The customer is responsible for the accuracy, completeness, and reliability of the information, data, and documents made available, even if they originate from third parties, unless the nature of the agreement dictates otherwise.
3. If and to the extent that the customer requests it, Amstelveense Taxicentrale van Dommelen will return the relevant documents.
4. If the customer fails to provide, provide in a timely manner, or provide properly the information, data, or documents reasonably required by Amstelveense Taxicentrale van Dommelen and this causes a delay in the execution of the agreement, any resulting additional costs and extra hours will be borne by the customer.

Duration of the Agreement regarding a Service

1. The agreement between Amstelveense Taxicentrale van Dommelen and the customer regarding a service or services is entered into for a period of 12 months, unless something else follows from the nature of the agreement or the parties have expressly and in writing agreed otherwise.
2. After the term mentioned in paragraph 1 of this article has expired, the agreement is automatically converted into an agreement for an indefinite period, unless one of the parties terminates the agreement with a notice period of 3 months, or a consumer



terminates the agreement with a notice period of 1 (one) month, which will terminate the agreement by operation of law.

3. If the parties have agreed on a term for the completion of certain activities within the duration of the agreement, this is never a fatal term. If this term is exceeded, the customer must notify Amstelveense Taxicentrale van Dommelen in writing of the default.

Termination of contract for fixed-term services

1. The customer or consumer cannot terminate a contract for a fixed-term service earlier than 1 (one) year.
2. After the minimum duration of 1 (one) year, the aforementioned contract can be terminated by the customer with a notice period of 3 months.
3. After the minimum duration of 1 (one) year, the aforementioned contract can be terminated by a consumer with a notice period of 1 (one) month.
4. If the contract for a service is for less than 1 (one) year, it cannot be terminated prematurely.

Indemnification

The customer indemnifies Amstelveense Taxicentrale van Dommelen against all claims from third parties related to the products or services provided by Amstelveense Taxicentrale van Dommelen.

Complaints

1. The customer must examine a product or service provided by Amstelveense Taxicentrale van Dommelen for any defects as soon as possible.
2. If a product or service provided does not meet the reasonable expectations of the customer, the customer must notify Amstelveense Taxicentrale van Dommelen of the defects as soon as possible, but in any case within 1 month after the discovery.
3. Consumer services provided by Amstelveense Taxicentrale van Dommelen must be notified of any defects within 2 months of discovery.
4. The customer must provide a detailed description of the defect so that Amstelveense Taxicentrale van Dommelen can respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint concerns ongoing work, this cannot result in Amstelveense Taxicentrale van Dommelen being obliged to perform other work than agreed.
7. If the customer is dissatisfied with the service provided by Amstelveense Taxicentrale van Dommelen, the customer must notify Amstelveense Taxicentrale van Dommelen as soon as possible, and the parties will try to reach an informal solution.
8. If the process outlined in clause 1 does not lead to a satisfactory solution, the customer can file a complaint with the Taxi Transport Disputes Committee.



Notice of Default

1. The customer must communicate notices of default to Amstelveense Taxicentrale van Dommelen in writing.
2. It is the responsibility of the customer to ensure that a notice of default is actually received (in a timely manner) by Amstelveense Taxicentrale van Dommelen.

Joint and several liability of the customer

If Amstelveense Taxicentrale van Dommelen enters into an agreement with multiple customers, each of them is jointly and severally liable for the full amounts owed to Amstelveense Taxicentrale van Dommelen under that agreement.

Liability of Amstelveense Taxicentrale van Dommelen

1. Amstelveense Taxicentrale van Dommelen is only liable for any damages suffered by the customer if and to the extent that such damages were caused by intent or conscious recklessness.
2. If Amstelveense Taxicentrale van Dommelen is liable for any damages, it is only liable for direct damages resulting from or related to the execution of an agreement.
3. Amstelveense Taxicentrale van Dommelen is never liable for indirect damages, such as consequential damages, lost profits, or damages to third parties.
4. If Amstelveense Taxicentrale van Dommelen is liable, such liability is limited to the amount paid out by a closed professional liability insurance policy, and in the absence of (full) payment by an insurance company for the amount of damages, the liability is limited to the (part of the) invoice amount to which the liability pertains.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are indicative only and are only approximate, and cannot give rise to compensation and/or (partial) termination of the agreement and/or suspension of any obligation.

Expiration date

Any right of the customer to compensation from Amstelveense Taxicentrale van Dommelen expires in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Right of termination

1. The customer has the right to terminate the agreement if Amstelveense Taxicentrale van Dommelen is in material breach of its obligations, unless this breach, given its particular nature or insignificance, does not justify termination.
2. If the performance of obligations by Amstelveense Taxicentrale van Dommelen is not permanently or temporarily impossible, termination can only take place after Amstelveense Taxicentrale van Dommelen is in default.



3. Amstelveense Taxicentrale van Dommelen has the right to terminate the agreement with the customer if the customer fails to fully or timely perform its obligations under the agreement or if Amstelveense Taxicentrale van Dommelen becomes aware of circumstances that give him good reason to fear that the customer will not be able to fulfill his obligations properly.

Force Majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, it is agreed that a failure of Amstelveense Taxicentrale van Dommelen to perform any obligation towards the customer cannot be attributed to Amstelveense Taxicentrale van Dommelen in a situation independent of the will of Amstelveense Taxicentrale van Dommelen, which prevents the performance of its obligations towards the customer in whole or in part, or in which the performance of its obligations towards the customer cannot reasonably be expected from Amstelveense Taxicentrale van Dommelen.
2. The situations of force majeure referred to in paragraph 1 include, but are not limited to: emergency situations (such as civil war, rebellion, riots, natural disasters, etc.); default and force majeure of suppliers, delivery persons or other third parties; unexpected power, electricity, internet, computer and telecom failures, as well as supply disruptions of fuel; computer viruses, strikes, government measures, unforeseen transportation problems, bad weather conditions and work stoppages.
3. If a situation of force majeure occurs which prevents Amstelveense Taxicentrale van Dommelen from fulfilling one or more obligations towards the customer, those obligations will be suspended until Amstelveense Taxicentrale van Dommelen is able to fulfill them again.
4. From the moment that a situation of force majeure has lasted at least 30 calendar days, both parties may terminate the agreement in writing, either wholly or partly.
5. Amstelveense Taxicentrale van Dommelen is not liable for any compensation or damages arising from a situation of force majeure, even if it derives any benefit from such a situation.

Amendment of Agreement

1. If it is necessary to modify or supplement the content of the agreement for its performance after its conclusion, the parties shall adjust the agreement accordingly in a timely and mutually agreed manner.

Amendment of General Terms and Conditions

1. Amstelveense Taxicentrale van Dommelen is entitled to amend or supplement these general terms and conditions.
2. Minor changes may be implemented at any time.
3. Major substantive changes will be discussed with the customer as much as possible before being implemented.
4. Consumers are entitled to terminate the agreement in the event of a significant change to the general terms and conditions.



Transfer of Rights

1. Rights of the customer from an agreement between parties cannot be transferred to a third party without the prior written consent of Amstelveense Taxicentrale van Dommelen.
2. This provision is considered a clause with property law effect as referred to in article 3:83, second paragraph, Civil Code.

Consequences of Invalidity or Nullity

1. If one or more provisions of these general terms and conditions are null and void or can be annulled, this shall not affect the other provisions of these terms and conditions.
2. A provision that is null and void or can be annulled shall be replaced by a provision that comes as close as possible to what Amstelveense Taxicentrale van Dommelen had in mind when drafting the terms and conditions at that point.

Applicable law and competent court

1. Only Dutch law applies to any agreement between the parties.
2. The Dutch court in the district where Amstelveense Taxicentrale van Dommelen is established/practices/has its office is exclusively authorized to take cognizance of any disputes between the parties, unless the law requires otherwise.