



General terms and conditions



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Eastwing B.V.

Eastwing Relocation B.V.

Eastwing Immigration B.V.

Eastwing Tax B.V.

Version 09.2023

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Article 1 - Definitions

1. We are Eastwing (Eastwing B.V. / Eastwing Relocation B.V. / Eastwing Immigration B.V. & Eastwing Tax B.V.), hereinafter Eastwing. We are located in Rotterdam (respective Chamber of Commerce numbers 72014172, 70750130, 91090490, 91090504). We provide our global mobility services on an equal footing and in understandable language. In these general terms and conditions, we refer to ourselves as "Eastwing" or to "we/we/our/our".
2. We are committed to you and/or your organization. Hence, we also refer to you as such in these general terms and conditions; with "your/our/our and Client".
3. We work together towards our goals and therefore we call ourselves together "us/us both/we each other/we together".
4. We record our agreements in an "Agreement" of service between the parties.

Article 2 - Our general terms and conditions

1. These terms and conditions apply to all current assignments, offers and agreements.
2. We agree that only our general terms and conditions apply, unless Eastwing has explicitly accepted any deviation in writing.
3. If an article (paragraph) of these general terms and conditions is null and void or destroyed, we agree on a new provision that has the same purpose and purport as the original provision. The rest of the general terms and conditions will remain in force.

Article 3 - Our offers

1. Our offers are valid for 1 month, unless we state a different period in the offer. If you do not accept our offer within the specified period, the offer expires and so does the quotation.
2. We base our offers on the information provided by you. If this information subsequently proves to be incorrect or incomplete, we may revoke our (already accepted) offer.
3. Our Agreement is concluded after you have accepted our offer by e-mail or have signed our offer.
4. If an order is given verbally, or if the quotation is not (yet) signed and returned by Eastwing, but the work has already started at the request of the client, the Agreement is deemed to have been concluded whereby these General Terms and Conditions apply.

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Article 4 - Our prices

1. Our quotation and our invoice state the agreed prices in euros and exclusive of VAT. Our prices are based on the price level in force at the time of the conclusion of our Agreement.
2. Unless expressly agreed otherwise in writing, Eastwing charges its time based on the number of hours worked multiplied by Eastwing's hourly rates. In case of fixed or quoted prices, any (unexpected) additional work may be charged separately.
3. Fees, such as but not limited to, government taxes, third party costs, courier and travelling charges, translation charges and levies, are not included in our fees and will be invoiced separately. Out of pocket expenses/fees levied by third parties that are paid in advance by us, will be invoiced with an administration fee of 3% of the amount that is paid in advance, with a minimum of € 75.00 per invoice.
4. In the event of cancellation of services, we will charge our fees based on time spent.
5. We are entitled to adjust our rates and prices annually on January 1. We index our rates according to the most recent price indexation figures of the CBS business services and round them off to units of € 5.00. We will inform you of the adjusted rates and prices as soon as possible.

Article 5 - Payment of our invoices

1. Our invoices must be paid within 30 calendar days from the invoice date.
2. If you do not pay the invoice within 30 calendar days, we will remind you in writing and ask you to pay the invoice within 7 days. If you do not pay the invoice within 7 days after the reminder, you are in default. The payment reminder therefore has the character of a notice of default.
3. Once you are in default, we must incur costs to collect the invoice. These extrajudicial collection costs will be at your expense. We base the amount of these collection costs on the scale of extrajudicial collection costs (BIK). In addition, we will charge the then current statutory interest on the full amount of the invoice.

Article 6 - Provision of information

1. We can only execute the Agreement carefully if you provide us with all information relevant to the execution of the assignment.
2. You guarantee the accuracy, completeness and reliability of the information made available to us; even if this information and these documents originate from third parties. If you fail to provide us with the required information on time and the execution of the assignment is delayed as a result, you will pay us the resulting extra fees and additional costs incurred.

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Article 7 - Execution of the Agreement

1. We endeavor to perform the Agreement to the best of our knowledge and ability and in accordance with the requirements of good workmanship.
2. We can only start fulfilling the Agreement after you have accepted the offer in writing and/or we have signed the Agreement together and after we have received all necessary information from you.
3. If the Agreement has been entered into with a view to performance by one person, we may replace this person by one or more persons with the same and/or similar qualifications.
4. If you want us to perform (certain) activities at a location designated by you, you will provide the available and necessary facilities at that location.
5. We will inform you of progress during the execution of the Agreement. You will inform us immediately of any circumstances that are or may be important for us, and for the execution of the Agreement.
6. If you have complaints about the way we perform the Agreement, please send us an e-mail within 14 days. You give us a reasonable opportunity to further fulfill the Agreement in a way that is acceptable to both of us.

Article 8 – Engaging third parties

1. In performing the contract, Eastwing is entitled to engage third parties, including (legal) persons based outside the Netherlands, if and insofar it deems this necessary. Eastwing will consult with the client in advance as much as possible. The costs of these third parties shall be for the account of the Client, even after any interim change. Eastwing is not the client of these third parties; that is the Client of Eastwing. If the third party engaged has limited its liability in connection with its work, Eastwing assumes and Eastwing hereby stipulates, if necessary, that all assignments given to it include the authority to accept such limitation of liability also on behalf of the Client.
2. Eastwing shall be permitted to disclose any confidential information concerning the Client to any third party engaged in the performance of the assignment, unless the Client has indicated in advance that its prior consent must be always sought. Eastwing is not liable for any acts or omissions of any third party, even if such third party is a (legal) person based outside the Netherlands. The applicability of article 6:76 of the Dutch Civil Code is excluded.

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Article 9 - Modification of the Agreement

1. We amend our Agreement only if the Agreement cannot otherwise be performed and after we have agreed in writing on the amendment and the consequences of the amendment.
2. We will send you an overview within 14 calendar days showing the consequences of the change for the planning and our fee and costs incurred.
3. If the change cannot be attributed to us, we will fulfill the Agreement according to the new agreed planning. In that case you will pay our extra fee and our extra costs incurred according to the overview we have sent you. If the change is attributable to us, we will execute the Agreement according to the new agreed planning and we will pay the extra fee and costs.

Article 10 - Termination of the Agreement

1. By default, an Agreement is entered into for an indefinite period, unless expressly agreed otherwise in writing.
2. An Agreement may be terminated with reasonable notice, using a minimum notice period of 3 months.

Article 11 - Liability and damage

1. We are only liable if we perform the Agreement carelessly or incompetently or if we can be blamed for intent or conscious recklessness in the performance of the Agreement. For all other damages - such as indirect damages, consequential damages, lost profits, lost savings, reduced goodwill, damages due to business interruption, damages claimed by third parties and damages due to destruction or loss of information or documents - we are not liable.
2. The amount of compensation is always limited to the amount paid by our (professional) liability insurer in that specific case based on the policy. This amount is increased by the amount of the deductible according to the relevant policy.
3. If our (professional) liability insurer does not pay for whatever reason, the maximum compensation shall be limited to the agreed price excluding VAT for the assignment in question.
4. The right to claim damages lapses in the following cases:
 - a. 1 year after the event from which our liability and damages arise;
 - b. 1 year after completion of the agreed work.

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Article 12 - Intellectual Property Rights

1. We retain all intellectual property rights to our documents, including advice, designs, working methods, (model) contracts, systems, system designs and computer programs made by us in the execution of the Agreement, to the extent that they do not already belong to third parties.
2. You may use our documents (including copying and showing them to third parties). However, you will need our written permission to do so.

Article 13 – Secrecy

1. We together (including the persons we engage for the execution of the Agreement) will keep confidential the information we have received as confidential.
2. Article 13.1 of the general terms and conditions does not apply to information: a. that was already public at the time of receipt or has subsequently become public; b. that was already in the possession of the receiving party at the time of provision; c. which the receiving party received from a third party and that third party was entitled to provide that information to the receiving party; d. that the receiving party disclosed pursuant to a legal duty.
3. Our duty of confidentiality applies for the duration of the Agreement and for a period of three years after its termination.
4. Whoever violates this article shall pay the other a fine of €5,000.00 per violation. The fine of €5,000.00 shall be increased by 5% for each day that the violation continues. In addition to a penalty, damages may be claimed. The Agreement may also be dissolved.

Article 14 - Privacy

1. We bear joint responsibility for the confidential treatment of personal data according to the General Data Protection Regulation (AVG) and related laws and regulations.
2. Confidential treatment means: - the further processing of personal data mutually provided by us. - the provision of personal data only when we are jointly entitled to do so, and the person concerned has given his or her consent to the provision of the data.
3. Whoever violates this article shall pay the other a fine of € 5,000.00 per violation. The fine of € 5,000.00 shall be increased by 5% for each day that the violation continues. In addition to a penalty, damages may be claimed. The Agreement may also be dissolved.

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Article 15 - Non-acquisition of employees

1. It is prohibited to hire our employees or to have these employees work for you in any other way. The prohibition concerns both employees employed by us and employees of third parties with whom we fulfill the Agreement with you. This prohibition applies during the term of our Agreement until one year after its termination. There is one exception to this prohibition. We can make other agreements together in good business negotiations. These agreements only apply if they are recorded in writing.

2. Whoever violates this article shall pay the other a fine of €5,000.00 per violation. The fine of € 5,000.00 will be increased by 5% for each day that the violation continues. In addition to a penalty, damages may be claimed. The Agreement may also be dissolved.

Article 16 - Disputes and competent court

1. If we are unable to resolve disputes mutually, we will submit them to the Court of Rotterdam. This Court rules according to Dutch law.