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Chamber nummer: 83173889 – VAT nr: NL862756868B01 - IBAN: NL06RABO0315273518

Terms and Conditions

Sjar-ai Scholten h.o.d.n. DIRT BUSTERS is registered with the Chamber of Commerce under number 83173889 and is located at Derkinderenstraat 31, 1062 BH in Amsterdam.

Article 1 Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.
2. Offer: any offer or quotation to the Client for the provision of Services by DIRT BUSTERS.
3. Company: The natural or legal person acting in the exercise of a profession or business.
4. Consumer: The natural person who is not acting in the exercise of a profession or business.
5. Services: Services that DIRT BUSTERS offers are various cleaning activities, such as: cleaning and maintenance at home as well as minor maintenance, such as: sanding, painting, plastering and installing lamps, etc., as well as office and catering cleaning.
6. DIRT BUSTERS: The service provider who offers Services to the Client.
7. Object: the building designated by the Client for which DIRT BUSTERS carries out the Work.
8. Client: the Consumer or Company who has appointed DIRT BUSTERS, has provided projects to DIRT BUSTERS for Services performed by DIRT BUSTERS, or to which DIRT BUSTERS has made a proposal based on an Agreement. If DIRT BUSTERS acts on behalf of its Client, Client will be held liable for the payment obligation.
9. Agreement: every Agreement or order and other obligations between the Client and DIRT BUSTERS for the performance of cleaning work, as well as every cleaning contract, with which these general terms and conditions form an inseparable whole.
10. Activities: when these general terms and conditions refer to activities, this refers to cleaning and maintenance activities.

Article 2 Applicability

1. These general terms and conditions apply to any Offer of DIRT BUSTERS, any Agreement between DIRT BUSTERS and Client and on any service provided by DIRT BUSTERS is offered.
2. Before an Agreement is concluded, the Client will have access to its Terms and Conditions. If this is not reasonably possible, DIRT BUSTERS will notify the Client indicate how the Client can accept the general terms and conditions view.
3. Deviation from these general terms and conditions is not possible. In exceptional situations deviate from the general terms and conditions insofar as this is explicitly and in writing with DIRT BUSTERS has agreed.
4. These general terms and conditions also apply to additional, amended and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partial or complete are null and void or destroyed, the other provisions of these general terms and conditions remain conditions, and the invalid / nullified provision (s) will be replaced by a provision with the same purport as the original provision.

7. Uncertainties about the content, explanation or situations that are not regulated in this general conditions, should be assessed and interpreted in the spirit of these terms and conditions.
8. The applicability of articles 7: 404 BW and 7: 407 paragraph 2 BW is explicitly excluded. If in these general terms and conditions reference is made to him / her, this must also be done
9. be construed as referring to he/him/his, if and to the extent applicable.

Article 3 The Offer

1. All offers made by DIRT BUSTERS are without obligation, unless explicitly stated in writing otherwise indicated. If the Offer is limited or valid under specific conditions, this is explicitly stated in the Offer.
2. DIRT BUSTERS is only bound by an Offer if it is confirmed by the Client within 30 days. Nevertheless, DIRT BUSTERS has the right to refuse the Agreement with a (potential) Client for a valid reason for DIRT BUSTERS.
3. The offer contains a description of the Services offered. The description is sufficiently specified so that the Client is able to make a proper assessment of it make an offer. Any information in the offer is only an indication and cannot be used as grounds for any compensation or a dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Deadlines in the DIRT BUSTERS Offer are in principle indicative and give If it is exceeded, the client is not entitled to dissolution or compensation, unless explicitly agreed otherwise.

Article 4 Establishment of the Agreement

1. The Agreement is concluded at the moment that the Client makes an Offer or DIRT BUSTERS agreement has been accepted by a signed copy (scanned or original) to DIRT BUSTERS, or an explicit and unambiguous agreement to the Offer by e-mail. The Agreement is also deemed to have been concluded if DIRT BUSTERS actually carries out the assignment.
2. DIRT BUSTERS is not bound by an Offer if the Client reasonably had, could expect or should have understood that the Offering contains of an obvious mistake or clerical error. On this mistake or error Client cannot derive any rights.
3. If the Client cancels an already confirmed assignment, the already actually incurred costs (including the time spent) and cancellation costs (see 5.9) will be charged to the Client.
4. Any Agreement entered into with DIRT BUSTERS or a project initiated by Client is awarded to DIRT BUSTERS, rests with the company and not with one individual person associated with DIRT BUSTERS.
5. If the Agreement is entered into by several Clients, each Client separately jointly and severally liable for the fulfillment of all of the Agreement arising obligations.

Article 5 Duration and termination of the Agreement

1. The Agreement is entered into for the duration as stated in the quotation, unless otherwise agreed.
2. At the end of the Agreement, it will be tacitly extended for the same period, unless otherwise agreed.
3. The Agreement cannot be terminated prematurely in the first six months.
4. The Client can terminate the Agreement after six months by means of written notification to DIRT BUSTERS with due observance of a notice period of 2 months.
5. The notice period commences at the moment of cancellation by the other party received. DIRT BUSTERS will cancel this on the part of the Client confirm in writing.
6. Both the Client and DIRT BUSTERS can dissolve the Agreement on the basis of a attributable shortcoming in the performance of the Agreement if the other party has been given notice of default in writing and has been given a reasonable period to comply with its obligations and it still neglects to correctly fulfil. This also includes the payment and cooperation obligations of the Client.
7. Both the Client and DIRT BUSTERS can cancel the Agreement without further ado notice of default in whole or in part in writing with immediate effect in case one of the parties is in suspension of payments, filed for bankruptcy or legal debt rescheduling scheme for natural persons or the company concerned ends by liquidation. If a situation as mentioned above occurs, DIRT BUSTERS is never obliged to refund money already received and / or compensation.
8. The dissolution of the Agreement leaves the Client's payment obligations unaffected insofar If DIRT BUSTERS already at the time of the dissolution has carried out (cleaning) work or has delivered performances. The Client must pay the agreed fee.
9. If the Client cancels an agreement that has already been made, the following costs will be charged: In case of cancellation up to 48 hours before the start date 25% of the full costs will be charged. Between 48 and 24 hours 50% of the full amount is charged before the start date, and up to 24 hours before the starting date, 100% of the full amount will be charged. DIRT BUSTERS is at all times entitled to charge higher costs if they incurred more costs for the performance of the Agreement.

Article 6 Performance of the Work

1. DIRT BUSTERS will make every effort to perform the agreed work with the best effort to perform possible care as may be required of a good contractor. DIRT BUSTERS guarantees a professional service.
2. The scope and scope of the Work performed for the benefit of the Client are based on the Work as set out in the quotation the order confirmation or Agreement. The work is being carried out within the framework of the collective labor agreement in the Cleaning and Window Washing Company, Working Conditions Act (Arbowet) and within the guidelines of the Inspectorate SZW (Labor Inspectorate).
3. The Work will be carried out on the days and times when according to the most recent CLA in the Cleaning and Window Washing Company no surcharge for special hours applies to. If the Work must be performed at the request of the Client performed on different days and times, a surcharge will be charged for this in accordance with the collective labor agreement, unless otherwise agreed.
4. The information and data provided by the Client are the basis on which the by DIRT BUSTERS Services offered and prices are based.
5. DIRT BUSTERS is not obliged or obliged to perform the Work to follow the instructions of the Client if this increases the content or scope of the agreed Work is changed. If the directions

provide further deliver work for DIRT BUSTERS, the Client is obliged to reimburse the additional costs accordingly on the basis of a new quotation.

6. If valuable and / or breakable objects are to be cleaned, this will only be done after consultation with, and possible instruction by, the Client
7. DIRT BUSTERS is entitled to carry out the Work at its own discretion insight into engaging third parties.
8. If the start, progress or delivery of the Work is delayed because, for example, the Client is not in time, or has failed in providing the requested information, or insufficient cooperation, any advance payment has not been received on time by DIRT BUSTERS or during the execution of the hindrance experiences in connection with a cause attributable to the Client or its own employees or due to other circumstances, which are at the expense and risk of If the client is delayed, DIRT BUSTERS is entitled to a reasonable extension of the delivery / completion period. All damages and incidental costs as a result of delays due to a cause as mentioned above will not be reimbursed eligible and are at the expense and risk of the Client.

Article 7 Obligations of the Client

1. Client is obliged to provide all information requested by DIRT BUSTERS in the desired form for the correct and efficient implementation of the Agreement (which also includes maps, drawings, overviews, house connections and more). DIRT BUSTERS may not able to complete all agreed Work on time and in full. DIRT BUSTERS is not obliged to verify the correctness and / or completeness of the information provided to it to check. The consequences of such a situation are at all times for your account risk of the Client.
2. Client is obliged to ensure that:
 - a. Cloakroom, sanitary and other facilities are present where DIRT BUSTERS can use it during the Agreement. If as a result of the use of the cloakroom damage, theft or loss of DIRT items BUSTERS this is at the expense and risk of the Client, unless explicitly stated other agreements have been made;
 - b. DIRT BUSTERS at the job site has connection options for electricity, gas and water. Client must reimburse the costs thereof. Lost working hours due to water, gas or power outages also occur account of the Client;
 - c. DIRT BUSTERS gains access to the work location on the agreed dates and times, which location meets the applicable legal (safety) requirements and working conditions (in accordance with the collective labor agreement in the Cleaning and Window cleaning company, Working Conditions Act and within the guidelines of the Inspectorate SZW (Labor Inspectorate)). Failing this, DIRT BUSTERS is entitled to suspend work as long as this is not met, without being obliged for compensation for any (delay) or damage;
The third parties engaged by the Client perform their activities and / or deliveries do so, that DIRT BUSTERS experiences no delay and no hindrance in the performance of the work;
 - d. DIRT BUSTERS will have sufficient opportunity for storage and / or disposal in good time of auxiliary and cleaning agents, such as work cabinets, which are preferably lockable and reserved for DIRT BUSTERS;
 - e. If agreed that Work must be performed at height (such as window cleaning work) DIRT BUSTERS has any timely availability necessary ladder, scaffolding, edge and fall protection.
 - f. The third parties engaged by DIRT BUSTERS must reasonably be at the work location to be present in the desired other facilities, without (extra) costs are charged to DIRT BUSTERS.

3. If the Client does not comply with the obligations referred to in this article on time, DIRT BUSTERS is entitled to suspend the execution of the Agreement until such time as that the Client has fulfilled its obligations. The costs associated with the delay incurred and / or the costs of carrying out extra work or other consequences arising from this are at the expense and risk of the Client.

Article 8 Takeover ban

The Client is forbidden to do so during the term of the Agreement and six months after termination of the agreement to approach (ex) personnel and / or third parties of DIRT BUSTERS for the same or similar work. In case of violation of this article, the Client will forfeit an immediately payable fine of € 2,500. Euro per violation as well as Euro 500 Euro per day for each day the violation continues.

Article 9 Additional activities (additional work) and changes

1. Minor deviations from the agreed Work will be done if these are to insight of DIRT BUSTERS are necessary or desired by the Client, free of charge, unless the scope of the Agreement is such or should be changed for longer duration. In such a case, the Client is obliged to pay for this additional work according to the agreed rate. DIRT BUSTERS is not obliged to comply with this request and may require that a separate Agreement is concluded for this and / or referred to an authorized third party.
2. If the Client describes the content or scope of the Agreement, including the agreed Work, the parties will consult. The agreed changes must be recorded in writing. If necessary in the opinion of DIRT BUSTERS, the original order confirmation will be adjusted. The Client must re-sign this supplemented order for confirmation, after which it forms an inseparable whole with the Agreement.
3. The Client is obliged to make all necessary auxiliary and cleaning materials available if the Agreement concerns periodic cleaning. Only the cleaning agents are included in that Offer.

Article 10 Prizes and Payments

1. All prices are based on the Work agreed by the parties and are exclusive of turnover tax (VAT) and parking costs, unless otherwise agreed.
2. DIRT BUSTERS performs its services in accordance with the agreed (hourly) rate. The hourly rate is always based on man hours. The (hourly) rate includes costs for auxiliary and cleaning products, unless explicitly agreed otherwise. If it has been agreed that the hourly rate is exclusive of the costs for auxiliary and cleaning products, the costs of the items actually that are used will be charged separately to the Client. The client must fully reimburse these costs, which are calculated on the basis of subsequent calculation. The costs of the work that has been done are billed monthly.
3. Necessary or unavoidable costs of parking will be charged for 100% to the Client, unless otherwise agreed.
4. With fixed rates such as final cleaning and delivery cleaning rates, DIRT BUSTERS reserves the right to charge extra time (at the current hourly rate) if the home is excessively soiled. DIRT BUSTERS will inform the Client of this at the start of the work and will substantiate this with visual material if necessary.
5. The Client is obliged to fully reimburse the costs of third parties that are used by DIRT BUSTERS after approval of the Client, unless explicitly agreed otherwise.
6. The parties can agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before commencing the execution of the Work.

7. The client cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.
8. Payment for the services and / or goods delivered by DIRT BUSTERS is due in case from a consumer, within 3 days, and in the case of a business, within 14 days after invoice date unless otherwise agreed in writing.
9. Periodic orders from the Client can only be paid by direct debit. Client must submit a SEPA authorization form and sign before the work starts.
10. Price changes beyond the control of DIRT BUSTERS caused as a result of changes in legislation and regulations or changes in the applicable collective labor agreement Client charged. DIRT BUSTERS is only entitled to the applicable prices and to increase rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as these are explicitly written in the Agreement.
11. DIRT BUSTERS reserves the right to change the price of the assignment within three months after the conclusion of the Agreement. Client is allowed the To dissolve the agreement in the event of a price increase.
12. Client must pay these costs all at once, without settlement or suspension, within the specified payment term of 3 days for the Client being a Consumer and 14 days for the Client being a Company as stated on the invoice to be paid to it disclosed account number and details of DIRT BUSTERS. Being the client a Consumer can also pay in cash immediately after the work has been completed against receipt of a receipt.
13. In case of liquidation, insolvency, bankruptcy, involuntary winding-up or petition for payment to the Client, the payment and all other obligations of Client will be immediately due and must be paid under the Agreement.

Article 11 Collection policy

1. When the Client does not fulfil its payment obligation, and not within the payment term set for this has fulfilled its obligation, is the Client being a Company, after the expiry of 30 days after the invoice date, by operation of law default. Client being a Consumer will first send a written notice received with a term of 14 days after the date of the reminder to still comply with the payment obligation with a statement of the extrajudicial costs if the Consumer does not fulfil his obligations within that period, before entering absenteeism.
2. From the date that the Client is in default, DIRT BUSTERS will without further notice of default be entitled to the statutory commercial interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 BW to be calculated according to the graduated scale from the decision compensation for extrajudicial collection costs from 1 July 2012.
3. If DIRT BUSTERS has incurred more or higher costs, which reasonably are necessary, these costs are eligible for reimbursement. Also the integral judicial and execution costs incurred are at the expense of the Client.

Article 12 Privacy, data processing and security

If DIRT BUSTERS comes into contact with the client and during the performance of the Work, This is where she enters (personal) data or other confidential data of the Client. DIRT BUSTERS will handle it carefully and will only use it in accordance with the applicable standards and insofar necessary for the performance of the Agreement. DIRT BUSTERS submits this obligation to the third party engaged by it, but it does not guarantee the actions of these third parties.

Article 13 Suspension and termination

1. DIRT BUSTERS is authorized to cancel the fulfillment of its obligations suspend as soon as the Client is in default with the fulfillment of any of the provisions of the Agreement ensuing commitment, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.
2. DIRT BUSTERS is in that case not liable for damage, for whatever reason, if consequence of the suspension of its activities.
3. The suspension (and / or dissolution) has no influence on the payment obligations of Client for work already performed. In addition, the Client is obligated to indemnify DIRT BUSTERS for any financial loss that DIRT BUSTERS incurs as due to the default of the Client.

Article 14 Force majeure

1. DIRT BUSTERS is not liable if it is due to a force majeure situation obligations under the Agreement.
2. Force majeure on the part of DIRT BUSTERS is in any case understood, but is not limited to: (i) force majeure of suppliers of DIRT BUSTERS, (ii) failure to perform properly fulfill obligations of suppliers imposed by the Client or its third parties DIRT BUSTERS are prescribed or recommended, (iii) inadequacy in the implementation of the service involved third parties, (iv) government measures, (v) failure of electricity, internet and / or telecommunications facilities, (vi) illness of employees of DIRT BUSTERS or its engaged third parties and (vii) other situations that, in the opinion of DIRT BUSTERS, are outside its sphere of influence covers the fulfillment of its obligations temporarily or permanently obstruct.
3. If, in the event of force majeure on the part of Client, DIRT BUSTERS for a longer period than 3 months is unable to perform the agreed Work on the agreed upon the manner, times and dates, the parties will enter into consultation and the Agreement will be upheld adjusted as necessary.
4. If the Client itself takes measures to which DIRT BUSTERS is unable to perform the work (temporarily), or cannot fully perform, as a result of which the activities are not meaningful, then this does not entitle to a reduction of the agreed total price for that period.

Article 15 Limitation of Liability

1. If any result set out in the Agreement is not achieved, a failure of DIRT BUSTERS will only be deemed to exist if DIRT BUSTERS has expressly promised the result in accepting the Agreement.
2. If there is an attributable shortcoming of DIRT BUSTERS, DIRT BUSTERS is only obliged to pay any compensation if the Client has given DIRT BUSTERS a notice of default within 14 days of discovery of the shortcoming and DIRT BUSTERS subsequently did not rectify this shortcoming within a reasonable period. The notice of default must be submitted in writing and must be an accurate description / substantiation of the shortcoming, so that DIRT BUSTERS is able to respond appropriately.
3. If the provision of Services by DIRT BUSTERS leads to DIRT BUSTERS liability, such liability is limited to the total amount paid under the Agreement is invoiced, but only with regard to the amount paid by the Client direct damage unless the damage is the result of intent or bordering on intent

recklessness on the part of DIRT BUSTERS. Direct damage is understood to mean: reasonable costs made to limit or prevent direct damage, the determination of the cause of damage, direct damage, liability and the method of recovery. This also applies for a deductible damage caused to property of the Client of € 250.00 per damage-causing event

4. DIRT BUSTERS explicitly excludes all liability for consequential damage. DIRT BUSTERS is not liable for consequential damage, indirect damage, business damage, loss of profit and / or loss suffered, missed savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.
5. DIRT BUSTERS is not liable if incidents and / or accidents occur on location of the Client resulting in any (physical) injury to the Client or third parties present who are at the same location at the time of the Work.
6. DIRT BUSTERS is not liable for damage to items caused during the Activities, except in cases involving intent or bordering on intent recklessness.
7. Fragile and valuable objects will only be cleaned in consultation with the Client. All damage as a result of cleaning these items will be at the Clients own risk.
8. If the Client provides DIRT BUSTERS with specific aids and cleaning agents all damage resulting from the use of these items is at the expense and risk of the Client. For final and refreshment cleaning, the house must be free of personal property and food.
9. DIRT BUSTERS cleaners are instructed to throw these items away, so that the house is ready for the next occupant. If personal property or food should be left behind, the Client must do so to be stated explicitly and unambiguously. DIRT BUSTERS is not responsible for reimbursement of these matters, unless the Client has requested these matters in writing to be throw it away.
10. If the Client wishes DIRT BUSTERS to close the location of the Client, DIRT BUSTERS uses the keys and / or codes provided by the Client. In case of damage resulting from the loss and / or replacement of the keys provided to DIRT BUSTERS , will be DIRT BUSTERS liability. The parties will sign an additional key agreement and as an attachment to the quotation. DIRT BUSTERS is not liable for damage arising from burglary or theft.
11. If DIRT BUSTERS must switch the alarm on or off at the request of the Client before and after the performance of the Work this is not one of the obligations of DIRT BUSTERS as arising from the Agreement. Switching an alarm on and off or security installation is therefore not part of the Agreement. If it is in or In the unlikely event that switching off is not carried out or not completely correctly, DIRT BUSTERS can't be held liable for this responsibility.
12. DIRT BUSTERS does not warrant a correct and complete transfer of the content of and e-mail sent by / on behalf of DIRT BUSTERS, nor for its timely receipt.
13. All claims of the Client due to shortcomings on the part of DIRT BUSTERS expire if they are not reported in writing and with reasons to DIRT BUSTERS within a year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties the liability of DIRT BUSTERS expires.

Article 16 Indemnity and accuracy of information

1. Client is responsible for correctness, reliability and completeness of all data, information, documents and / or records, in whatever form they contain provided to DIRT BUSTERS in the context of an Agreement, as well as for the data which it has obtained from third parties and which have been provided to DIRT BUSTERS for the benefit of the performance of the Service.
2. Client indemnifies DIRT BUSTERS against any liability resulting from failure or otherwise timely fulfillment of the obligations with regard to the timely provision of all correct, reliable and complete data, information, documents and / or records.

3. Client indemnifies DIRT BUSTERS against all claims by employees of the Client for damage as a result of the Work of DIRT BUSTERS, except in the case of intent or gross negligence on the part of DIRT BUSTERS.

Article 17 Complaints

1. If the Client is not satisfied with the service of DIRT BUSTERS or otherwise has complaints about the performance of his assignment, the Client is obliged to report complaints as soon as possible, but no later than 3 working days after the execution date. Complaints can be reported verbally or in writing via info@dir-busters.nl with as subject "Complaint".
2. The complaint must be sufficiently substantiated and / or explained by the Client with visual material, DIRT BUSTERS wants to be able to handle the complaint.
3. DIRT BUSTERS will respond as soon as possible, but no later than 2 working days after receipt of respond substantively to the complaint.
4. DIRT BUSTERS will address the complaint in agreement with the Client as soon as possible, but repair within 5 working days. Financial compensation or reimbursement is excluded.

Article 18 Applicable law

1. The legal relationship between DIRT BUSTERS and the Client is governed by Dutch law application.
2. DIRT BUSTERS has the right to change these general terms and conditions and will inform the Client inform about this.
3. In the event of translations of these general terms and conditions, the Dutch version will prevail.
4. All disputes arising from or in connection with the Agreement between DIRT BUSTERS and the Client are settled by the competent court of the Amsterdam District Court, unless mandatory law provisions designate another competent court.

Amsterdam, May 10, 2020