

## **General Terms and Conditions PC Uitvaart Locations BV in Amsterdam**

### **Article 1 - DEFINITIONS**

In these general terms and conditions and the agreements to which they have been declared applicable, the following terms have the following meaning:

Contractor:	PC Uitvaart Locaties BV located in Amsterdam or one of its subsidiaries, which declares these conditions applicable in the context of an offer to or agreement with a client.
Client:	The (legal) person who commissions the Contractor to deliver goods and/or services, or receives an offer for this purpose.
Agreement:	The agreement between the Contractor and the Client, including the application form.
Prices:	Prices include rates, fees and contributions.

### **Article 2- APPLICABILITY**

- 2.1 These general terms and conditions apply to and form part of all agreements with the Client and apply to all pre-contractual situations between the Client and the Contractor, including negotiations and offers, even if these do not lead to the conclusion of an agreement.
- 2.2 Delivery of goods and/or services by the Contractor includes the holding of funeral services, burial and cremation, as well as agreements and offers related to these services.

### **Article 3 - OFFERS**

All offers from the contractor are always without obligation, in terms of price, content, execution and deadlines. If an offer is accepted by the Client, the Contractor has the right to revoke the offer within two working days of receiving it.

### **Article 4 – CONCLUSION OF THE AGREEMENT**

- 4.1 The Agreement is only concluded by the Contractor's written acceptance or confirmation of an order from the Client within two working days of receiving an order or by the Contractor's actual execution of the order in question.
- 4.2 For work for which no offer or order confirmation is sent in connection with the nature and scope, the invoice is also considered an order confirmation.

### **Article 5 - PRICES**

- 5.1 The services are exempt from turnover tax. If it turns out that the exemption does not apply, all stated prices, unless explicitly stated otherwise, including any turnover tax owed.
- 5.2 If prices are increased due to certain factors, such as wages and insurance rates, or for any reason whatsoever, the Contractor is entitled to adjust the price accordingly.
- 5.3 If the fulfilment of the order by the Contractor is delayed at the request of the Client or due to the absence of data or instructions or other causes lying with the Client, the Client is entitled to increase the prices with additional costs as a result.

#### **Article 6 - PAYMENT**

- 6.1 Payment of the Contractor's invoices must be made effectively within 14 days of the invoice date without any discount, deduction or settlement. The Client is not entitled to suspend the payment obligations. The posting date indicated on the Contractor's bank-giro statements is considered the day of payment.
- 6.2 If the Client has not fulfilled the obligations towards the Contractor within the agreed payment period, the Client will automatically be in default, without any notice of default being required. From the moment the Client is in default until the day of full payment, the Client owes default interest of 1% on the amount owed per month or part thereof, without prejudice to the Contractor's right to full damages on the basis of the law. If the Contractor hands over the claim for collection, the client will also owe 15% of the invoice amount as extrajudicial costs with a minimum of €100.00.
- 6.3 The Contractor reserves the right, in the event of late payment, to have applications paid prior to the performance of the services or to refuse the booking.

#### **Article 7 - DELIVERY TIMES AND DEADLINES**

- 7.1 The periods specified or agreed by the Contractor are based on the circumstances applicable during the conclusion of the Agreement. The Contractor will make every effort to observe these deadlines.
- 7.2 The stated or agreed periods are never to be regarded as a deadline. In the event of non-timely performance, the Contractor must be given written notice of default by the Client, whereby it must still be given a reasonable term for performance.
- 7.3 Periods within which the Contractor must fulfil its obligations will be suspended if and as long as the Client has not fulfilled the outstanding payment obligations towards the Contractor, or if the Client has not fulfilled or has not adequately fulfilled the obligation to provide the information necessary for the provision of the service, or if the Client has not fulfilled or has not fulfilled other obligations in a timely manner (such as obtaining the necessary permits).
- 7.4 The Contractor is entitled not to provide new services if and as long as the Client has not fulfilled the outstanding payment obligations towards the Contractor.

#### **Article 8 - PERMITS**

The Client must ensure at his own expense that he has the correct permits, exemptions and/or leave required by law for the performance of the work to be performed by the Contractor on the basis of the Agreement. The provisions in the preceding sentence do not apply insofar as it explicitly follows on the basis of the law that the Contractor must exclusively have a permit to perform the work arising from the Agreement.

#### **Article 9 - DEFAULT/TERMINATION OF THE AGREEMENT/DAMAGE COMPENSATION/SUSPENSION**

In the event:

- a. The Client files for bankruptcy, is declared bankrupt, files for suspension of payment or files a request for statutory debt restructuring; or
- b. The Client fails to fulfil or does not fully fulfil any obligations towards the Contractor under the law or under contractual conditions; or
- c. seizure of all or part of the Client's assets, the Client is deemed automatically to be in default and the (remaining) debt of the Client towards the Contractor will be immediately due and payable. The Contractor is then entitled to immediately terminate the Agreement in whole or in part without notice of default or judicial intervention and without prejudice to other rights of the Contractor, such as rights with regard to already due penalties, interest and the right to damage compensation. The Contractor is not obliged to pay any damage compensation to the Client in the event of termination of the Agreement in accordance with the provisions of this article.

#### **Article 10 - LIABILITY**

- 10.1 The Contractor is only liable for damage suffered by the Client, which is the direct and exclusive consequence of the fault of the Contractor, on the understanding that only damage against which the Contractor is insured or reasonably should have been insured in view of the customary practices in the industry is eligible for compensation.
- 10.2 The Contractor is not liable for consequential damage.
- 10.3 The Contractor is not liable for damage or loss of goods that have been placed by the Client on the premises or on or in the immovable property of the Contractor. The items placed by the Client are not taken into custody by the Contractor. The Contractor has no obligation of care with regard to placed goods.
- 10.4 The Contractor is not liable for damage caused by auxiliaries, even if there is intent or gross negligence on the part of these auxiliaries.
- 10.5 The Contractor is not liable for damage and/or costs named in any way, if these damage and/or costs result from services, work and/or deliveries done without charge.
- 10.6 The limitations of liability in this article do not apply in the event of intent and/or gross negligence on the part of the Contractor itself.

#### **Article 11 – INDEMNITY/LIABILITY OF THE CLIENT**

- 11.1 If the Client or the third party engaged by the Client enters the Contractor's premises, this takes place at the expense and risk of the Client. If the Contractor is approached by or on behalf of a third party to compensate for damage caused by or during the stay on (one of) the Contractor's premises, the Client will indemnify the Contractor and reimburse all damage, as well as the costs in and out of court.
- 11.2 The Contractor is not liable for damage resulting from non-compliance by the Client with the obligation to provide information as referred to in Article 11.1. The Client is liable to the Contractor for damage as a result of non-compliance with this information obligation.
- 11.3 If the Client is liable, on the basis of the applicable law, of these General Terms and Conditions, or on the basis of any agreement, and the Contractor is approached in this context by a third party, the client will fully indemnify the Contractor and compensate the damage incurred by the Contractor.

#### **Article 12 - FORCE MAJEURE**

- 12.1 If the Contractor is prevented by force majeure of a permanent or temporary nature from (further) executing the Agreement, irrespective of whether the force majeure was foreseeable, the Contractor is entitled to dissolve the Agreement in whole or in part by means of a notification to this effect without judicial intervention, without prejudice to the right of the Contractor to payment by the Client for services already performed by the Contractor before there was a force majeure situation, or the Contractor is entitled to suspend the (further) execution of the Agreement in whole or in part. The Contractor will inform the Client of a situation of force majeure as soon as possible. In the event of suspension, the Contractor will still be entitled to declare the Agreement dissolved in whole or in part.
- 12.2 Force majeure includes all circumstances as a result of which the Contractor is temporarily or permanently unable to fulfil its obligations, such as fire, weather conditions, strike or lockout, terror, riot, war, government measures such as import or export restrictions, failure of suppliers, transport problems, natural disasters, an epidemic or pandemic, malfunctions in the Contractor's company or in that of suppliers, power failures, theft or embezzlement from the Contractor's warehouses or workshops and furthermore all circumstances in which the Contractor cannot reasonably be expected to fulfil its obligations towards the Client (further). Force majeure of suppliers of the Contractor is also deemed to be force majeure of the Contractor.

**Article 13 – JOINT AND SEVERAL**

If different persons and/or companies are designated as the Client, they are jointly and severally obliged to fulfil the obligations under the Agreement.

**Article 14 - COMPLAINTS**

- 14.1 Complaints about the implementation of the Agreement, to which the Client wishes to attach consequences, must be submitted to PC Uitvaart in full and clearly defined by the Client or its authorized representative within 21 days of the date of the funeral. Failure to submit a complaint in good time may result in the Client losing any rights in this regard.
- 14.2 Complaints about the Funeral Statement must be submitted to PC Uitvaart in writing within 14 days of receipt of the statement.

**Article 15 - APPLICABLE LAW/COMPETENT COURT**

- 15.1 Dutch law applies to this Agreement.
- 15.2 Only the court in Amsterdam has jurisdiction (in the first instance) to take cognizance of disputes arising from or related to the Agreement.