



your flexible office company. **it's up to you.**

General conditions of Flexado B.V.  
in the following called Flexado.

#### Article 1

##### Services

- 1.1 Flexado B.V.: provider of the services at the location. Flexado is established in 3991 SZ Houten, De Bouw 115 and is registered at the Netherlands Chamber of Commerce under number 53180712.
- 1.2 The Client: the natural or legal person with whom Flexado has entered into an agreement or to whom Flexado has issued a quotation.
- 1.3 The location: the place where Flexado offers the services, flexible workstations, mail service (Business mail address & Service office) and meeting rooms to the Client; the location is managed by a Business partner of Flexado.
- 1.4 The services: the services offered by Flexado, also specified in the specific conditions.
- 1.5 Business partner: the owner/manager of the location and the provider of other services.
- 1.6 The specific conditions: the conditions which are applicable to one or more services of Flexado.
- 1.7 The agreement: the (on-line) quotation digitally accepted by the client, between Flexado and the Client.

#### Article 2

##### Applicability general conditions and specific conditions

- 2.1 By acceptance of one (or several) on-line agreement(s), these general conditions constitute an integral part of the agreement(s) between Client and Flexado. Any possible general conditions applied by the Client are emphatically rejected.
- 2.2 To specific services, in addition to the present general conditions, also the specific conditions for the relevant service apply.

#### Article 3

##### Services

- 3.1 Flexado offers one or several services, whether or not through a Business partner.

- 3.2 The conditions and prices of the services are specified in the on-line agreement, as well as in the specific conditions which are an integral part of the agreement.
- 3.3 If you opt for a payment frequency of more than three months, the duration of the agreement is equal to the chosen payment frequency. For example: if you opt for a payment frequency of twelve months, the duration of the agreement is also twelve months. If the agreement is not cancelled or not terminated in time, the agreement is automatically renewed for the same duration. The agreement has a notice period of three complete calendar months towards the end of the (extended) agreement.
- 3.4 If he wants, the Client can make use of the other locations and services offered by Flexado, for the prices and under the conditions which are applicable for the relevant location and services. The Client is aware that the rates and/or conditions may vary according to location and service.
- 3.5 Flexado makes available services to the Client on condition of the permission of the Business partner.
- 3.6 If Flexado or the Business partner of Flexado has objections against the entering into an agreement with a certain Client, Flexado is (will be) able not to conclude the agreement with the relevant Client, or to terminate it.
- 3.7 Flexado has the right at all times, without statement of reasons, to refuse Client for reasons it deems legitimate, or to prematurely terminate the agreement.

#### Article 4

##### Security deposit, invoicing, and payment

- 4.1 As soon as an agreement between the Client and Flexado has been concluded, the Client is obligated to settle a security deposit to the amount of twice the established monthly sum, as well as the start-up charges in the amount of € 65 excl. VAT, by bank transfer to a bank account to be indicated by Flexado on the invoices. This security deposit serves for additional security for payment of everything which Flexado has or may obtain as a claim on the Client. The Client must constantly make sure that a sum amounting to 2 average monthly invoices is in the possession of Flexado at all times as a security deposit. No interest is compensated over the security deposit and no VAT is calculated over the security deposit either.
- 4.2 Flexado has the right to forward the invoices electronically (if legally permitted).
- 4.3 Besides the security deposit, the Client is also obliged to pay the first term invoice in advance.
- 4.4 The term invoices received from Flexado after must be paid within 14 days after invoice date.
- 4.5 Amounts paid in advance by the Client are not refunded. Also in the

event of the premature termination of the agreement between the Client and Flexado, no refund takes place for amounts paid in advance.

4.6 If the Client does not pay Flexado in time, Flexado may announce, after declaring the default of the Client and the term set has expired without the Client having complied with his obligations, a 'service stop'. This means that Flexado and the Business partner of Flexado have the right to cease the provision of their services with immediate effect.

4.7 The security deposit is repaid within 60 days after termination of the legal relationship between the Client and Flexado, on condition all payable claims have been settled by the Client. If the Client has not yet settled all his debts to Flexado, these debts will first be set off against the security deposit. A possible remaining debt must be paid as soon as possible, but no later than within 7 days after the end of the agreement. A possible remainder of the security deposit will be credited to a bank account number to be indicated by the Client.

4.8 Flexado has the right to annually increase the costs in conformity with the rental price adjustment index published by the statistics institute CBS.

4.9 If you use one of the payment options linked to Flexado's website or invoice, it will be processed by Mollie payment provider.

#### Article 5

##### Cancellation/termination

5.1 The agreement(s) can be cancelled by both parties in writing or by e-mail, with due regard for a notice period of 3 full calendar months, against the end of a calendar month, barring deviating written arrangements.

5.2 Flexado has the right to immediately cancel an agreement, without observing a notice period, in case of the bankruptcy or suspension of payment of the Client, or if the application of the debt restructuring scheme is pronounced for Client, or if the Client liquidates his business or if assets of the Client are seized.

5.3 Flexado can also cancel this agreement this agreement with immediate effect, without observing a notice period:

- if the Client does not timely settle his payable debts;
- if Flexado receives complaints about the Client;
- if Client falls short otherwise in complying with his obligations.

5.4 If Flexado terminates the agreement for one of the reasons mentioned in article 5.2 or 5.3, the payment obligation of the Client ends at the end of that calendar month in case of a contract for an unlimited time and at the established end date in case of a contract for a fixed period, without the Client being entitled to the continuation of the provided service(s).

5.5 If the relationship between Flexado and the Business-partner ends, for whatever reason, then Flexado has the right to terminate the agreement with the Customer on the same date on which the

relationship between Flexado and the Business partner ended.

5.6 Without prejudice to the provisions of Article 5.5, Flexado has the right to cancel the agreement with the Customer if the Business-partner no longer offers its services or the Business Center is closed. The cancellation period is then 1 month, unless the Business-partner indicates an earlier closing date.

#### Article 6

##### Liability

6.1 The liability of Flexado is limited to direct damage resulting from shortcomings attributable to them, under the proviso that the liability is maximized at twice the net invoice amount regarding the relevant services, with a maximum of € 2,500.

6.2 The Client is liable toward Flexado and third parties for damage resulting from the shortcoming(s) of the Client. The Client safeguards Flexado against damage claims of third parties which are the consequence of these shortcomings.

6.3 Flexado is never liable for indirect damage, consequential damage, loss of turnover and/or profit and the likes, whatever they are called.

#### Article 7

##### Other

7.1 It is prohibited for the Client to enter into direct agreements with Business partner(s) within 1 year after termination of the agreement, without the written consent of Flexado.

7.2 The Client guarantees Flexado that he/she will not use the services provided to him/her under this agreement in violation of effective legislation and regulations, nor for immoral or slanderous purposes.

7.3 It is not permitted to the Client to use the name Flexado, either in its entirety or partially, in any manner, nor to combine it within the framework of his/her commercial activities.

7.4 Flexado has the right to unilaterally modify both the general and the specific conditions intermediately.

#### Article 8

##### Sanctions

8.1 If the Client acts in violation of an obligation pursuant to these general conditions, the specific conditions or of an agreement or of further agreements which may result therefrom or from any other existing or future legal relationship, he/she will forfeit, without requirement of any default notice, an immediately payable fine, ineligible for judicial moderation, to Flexado for every violation, to the amount of € 5,000, without prejudice to the right of Flexado to claim full indemnification besides.

Article 9

Applicable law

9.1 To all legal relationships between the Client and Flexado

Netherlands legislation is applicable.

9.2 All disputes which may arise between parties – in connection with a concluded agreement or with further agreement which may result therefrom or from any other existing or future legal relationship – will be settled by the court in the district of Midden Nederland.