



### *TravelGSA terms & conditions*

1. These terms and conditions of TravelGSA, situated at the Sint Agnetenweg 56, Nijmegen, the Netherlands, are applicable to all companies that have an agreement for Representation, Promotion and PR by TravelGSA. All contracts, unless otherwise agreed in writing are for a period with a minimum of one year. Contracts can not be terminated within this minimum period. Contracts will not be renewed automatically.
2. These terms and conditions are applicable on the services provided or commissioned by TravelGSA. TravelGSA will do her absolute best to provide the best service possible in terms of Representation, Promotion and P.R.. TravelGSA does or can not guarantee results upon any given order.
3. Terms and conditions given by TravelGSA are applicable for:
  - Companies with whom TravelGSA has or has had an agreement, including their directors and /or shareholders
  - All employees, former employees and others who are in any way working / were working for, or linked to / have been linked to those employed / have been employed by the TravelGSA and their heirs.
4. TravelGSA will consult the relevant client in advance when engaging third parties as far as possible and in any event, apply due care when choosing these third parties. TravelGSA is not responsible for any shortcomings caused by third parties.
5. Unless otherwise agreed in writing, TravelGSA works exclusively on the basis of a fixed monthly fee agreed upon in advance. The monthly fee charged is based upon the services that will be provided by TravelGSA.
6. TravelGSA declares monthly, with an applicable payment period of 30 days due on every 15th of the upcoming month. TravelGSA is entitled to request payment in advance for extensive work. In default of payment within the prescribed period, the client is legally in default without further notice being required. When exceeding the payment period with 30 days, the client is then default and charged interest in the amount of 1% of the principal sum, while a part of the month is counted as one month. The client is thereby extrajudicial collection costs in the amount of 15% of the principal amount, plus default interest.

- 7.** Failure or late payment of invoices, whether or not they relate to the contract, TravelGSA has the right to suspend or terminate all activities. This does not affect the obligation of the client to meet payment requirements of outstanding and future bills. TravelGSA is entitled to offset the invoices not paid by the client in that or in other commands the client has paid in advance.
- 8.** For damages caused by breach, tort or otherwise the client does not hold TravelGSA responsible, unless the damage is directly and solely the result of intent, gross negligence or willful recklessness of TravelGSA. Insofar TravelGSA would be responsible for any compensation on the basis of defects in the services provided, TravelGSA would be responsible for damages limited to the amount invoiced for the service provided. TravelGSA in any event never liable for an amount greater than is paid out under its liability insurance. TravelGSA is not liable for damage due to exceeding deadlines, nor for consequential or indirect damages, including lost profits or lost savings.
- 9.** Client shall indemnify TravelGSA against third party claims arising from or related to the advice or service delivered by TravelGSA.
- 10.** The legal relationship between the client and TravelGSA will be exclusively by Dutch law. Disputes relating to or arising from the legal relationship between the client and TravelGSA be submitted exclusively to the competent court in Amsterdam.

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