



CAReKINE

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Terms and conditions CAReKINE



CAREKINE
Caribbean Region and Kingdom of the Netherlands

TERMS AND CONDITIONS CAREKINE

CAREKINE: a legal entity and registered in the Netherlands under the Chamber of Commerce Number 61698539. The company is responsible for consultancy and project management, interim management and for organizing international business summits, business meetings, and matchmakings with companies who operate international and for organizing trade missions. CAREKINE provide its services under this general terms and conditions except otherwise stated in an agreement.

The general terms and conditions are available on the website of CAREKINE www.carekine.com

1. Definitions

Party I: CAREKINE is situated at Terletstraat 8, 1107 RH Amsterdam, The Netherlands.

Agreement: The agreement for mutual services

Party II: Is the legal entity or person that commissions to CAREKINE or cooperates with CAREKINE, or is hired by CAREKINE for a potential assignment and its agreement is secured in a contract.

2. General

2.a. The terms and conditions apply to all the offers and agreements between CAREKINE and Party II, which CAREKINE has declared applicable unless otherwise stated in written notice.

2.b. The terms and conditions apply to all oral and written agreements with CAREKINE and for the execution of third parties that will be included in the agreement.

2.c. A person or entity that is not party to this agreement has no right under the contracts to enforce or enjoy the benefit of any term of this agreement.

2.d. CAREKINE reserves the right to make changes and add additions to these terms and conditions.

3. Offers and bids

3.a. All offers and bids of CAREKINE are concluded in an agreement.

3.b. The agreement is concluded when this has been received in good time with your written notice or received by notice in an email. The content of the agreement is considered correct.

3.c. The quotations in the offer are exclusive VAT or charges and exclusive out of pocket expenses.

3.d. If Party II is requesting CAREKINE to start the work before it has issued an offer with quotation or before it has received the consent to the offer and quotation or a signed contract, this request will be regarded, as a consent to the entire quotation as issued by CAREKINE and an Agreement will have been reached.. Once an agreement including all the annexes have been reached as described above, it contains all arrangements made by CAREKINE and Party II regarding this commission.

3.e. In the quotation and agreements CAREKINE incorporates its ideas, knowledge and experience regarding the proposed commission and the manner in which it can be performed. For that reason CAREKINE requires that Party II only use the offers and the quotation (including any changes, additions and expansions) for determining whether you will award CAREKINE the commission and not for any other purposes. If no agreement is created CAREKINE reserves the right with regard to the contents of the quotation and the offer and bids.

4. Performances and period of the agreement and contract

4.a. CAREKINE will render and perform the agreement to its best effort and capability according to the best available knowledge at that moment.

4.b. The agreement between CAREKINE and Party II is concluded for a to be mentioned indefinite period of time, unless both parties expressly and written agree otherwise upon written notice.

4.c. The period of the agreement cannot be used as a deadline if both parties have not agreed upon a period to terminate the contract. If no period has been agreed Party II has to agree upon written notice to allow CAREKINE a period, prior to which Party II can invoke on force majeure of the exceeded period. CAREKINE shall perform all its obligations within the reasonable period. Party II has under this period no right to terminate the agreement. Exceeding of period can never lead to liability of CAREKINE.

4.d. CAREKINE may hire third parties for the performance and within the scope of the agreement.

4.e. Party II is responsible to provide CAREKINE all information that CAREKINE deems useful for the execution of the agreement. If the provided information will not be provided on time CAREKINE cannot be held liable for any unavoidable delays and damages caused by these delays.

4.f. Party II holds CAREKINE fully indemnify and holds CAREKINE harmless from any loss, claims, actions, damages, and expenses, including reasonable, attorney's fees and expenses, resulting from any act or omission of the acting party or its employees under this agreement, that causes or results in property damage, personal injury or death and all actions that are results of the actions of Party II.

4.g. CAREKINE is not liable for any damages or losses or information if Party II has provided CAREKINE incorrect or incomplete information.

4.h. Party II shall be responsible for all costs and facilitations for third parties that are hired by CAREKINE on behalf of the agreement and that will be executed on the location of Party II.

4.i. For the execution of this agreement CAREKINE may record telephone calls, telephone meetings and conferences. CAREKINE uses its privacy statements. Information may be used for CAREKINE its administration, to enhance its quality purposes and for research purposes.

5. Changes, additions and or expansions of the agreement.

5.a. If during the execution of the agreement appears that it is expedient for a appropriate execution to alter or complete the performance both parties will adjust the agreement in dual consultation.

5.b. If both parties agree that the agreement will be altered or completed the date of completion of the performance may be affected. CAREKINE will aware party II as soon as possible.

5.c. If the changes will have financial and or qualitative consequences CAREKINE will inform Party II in advance. If the amendment or supplement to the agreement will have financial or qualitative consequences CAREKINE will inform Party II in advance

5.d. If a fixed fee has been agreed CAREKINE shall discuss the consequences of the fixed fee on the adjustments. If a fixed fee has been agreed CAREKINE will indicate to what extent the amendment or supplement to the agreement will increase this fee due.

5.e. Notwithstanding article 5.c. CAREKINE will not charge more cost if the amendment or supplement is the result of circumstances attributable to CAREKINE

6. Fee

6.a. The fee is determined with a fee per day part of CAREKINE and a Success fee. This is for the period set unless a different day part tariff has been agreed. CAREKINE does not work on a no-cure non-pay basis. A day part is 4 hours

6.b. The fee and the out of pocket expenses is exclusive VAT.

6.c. The fee will be charges on a regular basis unless otherwise agreed.

6.d. If CAREKINE has agreed a day part tariff, CAREKINE may change and enhance this tariff if CAREKINE can indicate that: at the moment of the offer and the performances significant changes has taken place. That at the moment of the quotation these changes and additions couldn't be indicated and are not on the responsibility of CAREKINE and cannot be expected from CAREKINE that these performances would be fulfilled under the agreed day part tariff.

6.e. For international assignments always a success fee will be charged next to a day part tariff. The percentage of the success fee will be agreed in advance.

7. Payments

7.a. CAREKINE may at all times require Party II to make advance or interim payment or request a bank guarantee.

7.b. Payments will be within 14 days after the send invoice by email or by date of postmark and the currency mentioned.

7.c. After this period Party II is in default. A rent of 1% per month will be charged unless the legal interest rate is higher.

7.d. In case of liquidation or bankruptcy or suspension of payments of Party II, the payment of CAREKINE will be immediately claimable.

7.e. Party II payments are in the first place always including all rents and costs, in the second place all claimable invoices that are due even if the invoices are related on subsequent invoices.

8. Collection Expenses Extrajudicial costs and Court costs

8.a. If Party II omissions or fails in its obligation of its payments all reasonable costs for collections and juridical cost will be on account of Party II. In such case Party II is due:

- Over the first 50.000 – 5%
- Over the next until 100.000 – 3%
- Over het next until 500.000 – 2%
- Over the next until 1.00000 – 1%
- Over the next above 1.00.000 – 0,5%

8.b. In all cases Party II is due collection expenses and court costs.

8.c. If CAREKINE shows that more cost than necessary had to be made and more costs than reasonable these cost will be due.

8.d. All attorney fees will be on account of Party II if CAREKINE has to start any necessary legal procedures to obtain its payments.

9. Complaints

9.a. Within 7 days Party II has the chance to submit complaints over the performances and before 5 days after the completion of the works. Complaints have to be reported in written notice.

9.b. If a complaint is well grounded CAREKINE will complete the performances as agreed unless the completion of performances will be useless for Party II. Party II has to express this in written notice.

9.c. If the agreed performances cannot be completed are not possible or useless the liability of CAREKINE is limited.

10. Confidentiality

10.a. Both parties are bound to confidentiality of all information under the agreement to confidentiality concerning the received information from another third party. Information is

confidential if this is disclosed as to the other party or as this is disclosed as part of information that is being disclosed.

10.b. If by a pursuant decision and issued by a court of law or supervisory body incorporated under public law, CAREKINE is ordered to provide information toward third parties, and CAREKINE cannot appeal towards the decision of right of non confidentially, Party II will indemnify CAREKINE and will hold CAREKINE harmless from any claims, actions damages, demands or costs and Party II has neither the right to terminate the agreement on the ground of claims or damages that are result of the disclosed information.

11. Intellectual property rights

11.a. Without any prejudice and also in addition of article 10, CAREKINE will hold the right of property of the copyrights and on information disclosed under a NDA.

11.b. All information and reports are exclusively intended to be use by Party II.

11.c. CAREKINE holds the right of to use the information of the increased knowledge for other purposes, as long no other confidential information will be used for third parties.

12. Termination

12.a. Both parties may terminate at any time the agreement by written notice. Parties will consider a termination period of 1 month, unless both parties agree on a shorter termination period because of serious reasons. Party II is held to its obligations for all the payments and the success fee as discussed in the agreement and all the performances made and in the agreement extensions. CAREKINE can provide the temporary results under strict conditions.

12.b. If CAREKINE terminates the agreement within the agreed period, CAREKINE will consider in good consent with Party II the transfer of information of the still to be remained performances and information unless the facts and circumstances for early termination are accountable to Party II.

12.c. If the performances of the transfer will bring extra cost this will be charged to Party II.

13. Liability

13.a. The results of information and advises given by CAREKINE will depend on different factors or influences that can be out of the scope and influence of CAREKINE. Although the commission will be performed according the best capabilities and according to its best efforts and expertise, CAREKINE cannot give any guarantees on the results of its advices and its matchmaking with other parties with Party II.

13.b. In addition and in exceptional circumstances CAREKINE can only be limited Liable against Party II if the damages resulting directly from a failure to perform its obligations after written notice of Party II and followed by written confirmation and after several attempts to restore the damages and if Party II determines in written notice that these damages have to be restored otherwise CAREKINE cannot be liable for any loss or damages or claims. Party II has to inform CAREKINE on time and within 2 days and directly. The limited liability can then only be attributable to CAREKINE for the performances under the contractual commission. If Party II fails to inform CAREKINE the limited liability of CAREKINE is limited and Party II will indemnify CAREKINE. The liability in additional circumstances is maximum 5000 euro for omission lower than 5000 euro the liability is maximum of 1% of the omission value.

13.c. Party II shall indemnify, defend and hold CAREKINE harmless from and against all claims, actions and damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, and

third parties resulting from any act or omission of the acting party or its employees under the agreement, that causes or results in property damage, personal injury or death.

14. Force Majeure

14.a. Force Majeure under the terms and conditions are all circumstances of direct or indirect influence that were not provided and where CAREKINE doesn't have an influence on and where CAREKINE cannot meet its obligations.

14.b. CAREKINE may plead force majeure if the circumstances impede any performance if CAREKINE had to meet its obligations.

14.c. During force majeure the obligations of CAREKINE will suspends its obligations in good consent without any claim of compensation of Party II.

14.d. If during the period of force majeure CAREKINE has completed part of its performances, or has completed part of its obligations, CAREKINE has the right to charge part of its completed work and Party II has the obligation to pay the invoice as meant as a separate agreement, unless the already performed performances has a separate value.

15. Exclusivity clients and commissions

15. a Exclusivity of clients / Third Parties / Customers
CAREKINE holds the right to exclusivity of customers and commission. After Termination the client/ commission remains the customer and the commission of CAREKINE. CAREKINE holds the right to due a commission or a success fee to Party II if Party II violates this engagement of the value of 50.000 Euro exclusive VAT with a subsequent success fee of 5% under each subsequent violation. This engagement is for an undetermined period.

16. Governing law

Each agreement of CAREKINE will be construed and enforced in accordance with the laws of the Netherlands, in particular article 7:400 (ff) jo. 425 (ff) Dutch Civil Code (BW).

The terms and conditions of CAREKINE are under the Laws of the Netherlands.-----
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