

General Terms and Conditions Global Tuk Tuk

Article 1. DEFINITIONS

In these general terms and conditions, the definitions specified with a capital letter have the following meanings:

- a. Engagement/Agreement: the agreement of engagement, under which Global Tuk Tuk undertakes towards the Client to perform certain work;
- b. Client: the natural person or the legal entity that has engaged Global Tuk Tuk to perform work/services;
- c. Global Tuk Tuk: the Firm that has accepted the engagement.
- d. Work: all work to be performed by Global Tuk Tuk on the Client's behalf for which an assignment has been awarded and which has been accepted by Global Tuk Tuk as well as all work for Global Tuk Tuk ensuing from such Work.

Article 2. APPLICABILITY

1. These general terms and conditions are applicable to: all offers, quotations, engagements, legal relationships and agreements, by any name, whereby Global Tuk Tuk undertakes/will undertake to perform Work for the Client as well as to all Work for Global Tuk Tuk ensuing from any of the above. All orders need to be submitted by Global Tuk Tuk by e-mail.
2. Any deviations from, and additions to, these general terms and conditions shall only be valid if they have been explicitly agreed in writing in, for example, a (written) agreement or engagement confirmation letter.
3. If any provision in these general terms and conditions and the engagement confirmation letter were to conflict, the provision set out in the engagement confirmation letter shall be applicable as regards the contradiction.
4. The applicability of the Client's general terms and conditions is explicitly excluded by Global Tuk Tuk.

Article 3. EXECUTION OF THE ENGAGEMENT

1. Global Tuk Tuk shall perform the engagement to the best of its ability and with due regard for the applicable rules (of professional practice) and laws.
2. Global Tuk Tuk shall determine the manner in which the engagement will be executed and by which Employee(s).
3. Global Tuk Tuk may have work performed by a third party to be designated or produced by Global Tuk Tuk.
4. Delivered TukTuks and/or parts cannot be returned to Global Tuk Tuk, unless after mutual consultation and agreed by Global Tuk Tuk in writing

Article 4. INTELLECTUAL PROPERTY

1. All intellectual property rights that are created during, or which arise from, the execution of the engagement shall belong to Global Tuk Tuk.
2. The Client is explicitly prohibited from reproducing, publishing or exploiting the products incorporating intellectual property rights of Global Tuk Tuk, or products in which intellectual property rights are vested with regard to the use of which Global Tuk Tuk has acquired rights of use, including in this connection in any event, but not confined to: system designs, working methods, advice, (model) contracts, reports and other intellectual products.
3. The Client is not permitted to submit the products referred to in paragraph 2 above to any third party without the prior consent in writing of Global Tuk Tuk, other than for the purpose of obtaining an expert opinion regarding the execution of the Work by Global Tuk Tuk. The Client will in such case impose its obligations under this article on the third party or parties engaged by it.

Article 5. FORCE MAJEURE

1. In the event that the parties fail to perform the obligations under the agreement, or fail to perform such obligations in good time or properly, as a result of force majeure within the meaning of Section 6:75 of the Dutch Civil Code, such obligations will be suspended until such time as the parties are able to perform them in the agreed manner.

2. In the event that the situation referred to in paragraph 1 above occurs, the parties shall be entitled to terminate all or part of the agreement in writing and with immediate effect, without any right to any compensation otherwise existing.

Article 6. COSTS AND PAYMENT

1. The Client is obliged to pay Global Tuk Tuk the percentage of 50% of the agreed price in advance of the production. After the TukTuk has been produced and ready for shipping from Thailand, the client will pay 25% of the price, whereafter the last 25% will be paid by the client after the TukTuk has been delivered.

2. Where statutorily required, turnover tax ("omzetbelasting") will be charged separately on all amounts payable by the Client to Global Tuk Tuk.

3. In case an order is cancelled before the TukTuk has been shipped in Thailand, Global Tuk Tuk is entitled to charge 50% of the total agreed price.

4. In case an order is cancelled after the TukTuk has already been shipped, Global TukTuk is entitled to charge the full 100% of the agreed price.

5. Unless otherwise agreed, the client shall ensure that the amounts owing to Global Tuk Tuk are paid, without the client being entitled to any deduction, discount or set-off, within 30 days after the date of invoice. The date of payment shall be the date on which the amount due is credited to Global Tuk Tuk's account.

6. If the client has not made payment within the term specified in paragraph 1 above, the client shall be in default by operation of law and Global Tuk Tuk shall be entitled to charge the statutory (commercial) interest from that moment.

7. If the client has not made payment within the term specified in paragraph 1 above, the client shall be obliged to reimburse all judicial and extrajudicial (collection) costs incurred by Global Tuk Tuk. The reimbursement of the incurred costs shall not be limited to any order for costs that is given by any court.

8. In the event of a jointly awarded engagement, the clients shall be jointly and several liable for the payment of the invoice amount and the interest (payments) and costs due.

9. If Global Tuk Tuk is of the opinion that the client's financial position or payment record gives it reason to do so, or if the Client fails to make an advance payment or to meet an expense claim within the specified term of payment, then Global Tuk Tuk may demand that the client immediately provide (additional) security in a form to be determined by Global Tuk Tuk. If the client fails to provide the required security, Global Tuk Tuk shall be entitled, without prejudice to its other rights, to suspend the further execution of the agreement forthwith and all amounts owed to Global Tuk Tuk by the client of whatever nature and for whatever reason shall become immediately due and payable.

Article 7. TERMS

1. If a term/date within which the Engagement is to be performed has been agreed between the Client and Global Tuk Tuk and the Client fails to: (a) make an advance payment then the client and Global Tuk Tuk will consult one another about agreeing a new term/date within which the Engagement is to be performed.

2. Any term within which the Work must be completed shall only be considered as a strict deadline if such has been explicitly agreed and in as many words between the Client and Global Tuk Tuk.

Article 8. LIABILITY AND INDEMNITIES

1. Global Tuk Tuk is only liable to the client for loss or damage resulting directly from an (interrelated series of) attributable shortcoming(s) in the execution of the Engagement. This liability shall be limited to the amount of the fee charged for the execution of the Engagement. An interrelated series of attributable shortcomings is deemed to constitute a single attributable shortcoming,

2. The client is obliged to take measures to mitigate any loss or damage. Global Tuk Tuk is entitled to rectify or limit damage by carrying out repairs or improving the performed Work.

Article 9. RIGHT TO SUSPEND PERFORMANCE

1. Global Tuk Tuk may, after a careful weighing of interests, suspend the performance of all its obligations, until such time as all amounts owed and payable by the Client on demand have been settled in full.

Article 10. APPLICABLE LAW AND JURISDICTION

1. The Accounting Services Agreement shall be governed by Dutch law.
2. Any dispute will be settled by the court in Amsterdam, the Netherlands.

Article 11. REPAIR CLAUSE IN RESPECT OF NULLITIES

1. If any provision from these general terms and conditions or from the underlying Engagement should be wholly or partly void and/or invalid and/or unenforceable as a result of any statutory provision or regulation, court judgment or otherwise, then this will have no effect whatsoever on the validity of all other provisions in these general terms and conditions or the underlying Engagement.
2. If any provision in these general terms and conditions or the underlying Engagement should not be valid for a reason referred to in the preceding paragraph, but would be valid if it had a more limited scope or intention, then such provision will – firstly – automatically apply with the most far-reaching or most extensively more limited scope or intention with which or within which it is valid.
3. Without prejudice to the provisions in paragraph 2 above, the parties may, at their discretion, consult one another with the aim of agreeing new provisions that will replace the void or nullified provisions, with every possible attempt being made to ensure they are as close as possible to the object and purport of the void or nullified provisions.