

# GENERAL TERMS AND CONDITIONS

## Premium Chauffeursdiensten

Professor J.H. Bavincklaan 4, 1183 AT Amstelveen, the Netherlands

Version 2.4 | Effective date: \_\_\_\_\_

**IMPORTANT:** Premium Chauffeursdiensten ("PCD"), trading name of Ecomresult B.V., acts exclusively as a coordinator and disclosed intermediary. PCD does not execute transport services itself under any circumstances. All rides are executed by independent, vetted Transport Partners. The transport agreement for each Ride is concluded directly between the Client and the Transport Partner. By entering into an Agreement with PCD, the Client acknowledges and accepts this structure.

## PART A — GENERAL PROVISIONS

### Article 1 — Definitions

- 1.1 "PCD" means Premium Chauffeursdiensten, trading name of Ecomresult B.V., established at Professor J.H. Bavincklaan 4, 1183 AT Amstelveen, the Netherlands.
- 1.2 "Client" means the natural person or legal entity entering into an Agreement with PCD.
- 1.3 "Consumer" means a Client acting as a natural person not in the course of a professional or business activity.
- 1.4 "Business Client" means a Client acting in the course of a professional or business activity.
- 1.5 "Passenger" means the natural person physically transported pursuant to the Agreement.
- 1.6 "Agreement" means any agreement between PCD and the Client for the coordination and arrangement of transport services.
- 1.7 "Transport Partner" means the independent third-party transport provider engaged by PCD to physically execute a Ride.
- 1.8 "Ride" means a single transport assignment from agreed pickup location to agreed destination.
- 1.9 "In Writing" means by letter, email, or other durable electronic communication.

### Article 2 — Nature of PCD's Services: Disclosed Intermediary

**FUNDAMENTAL PROVISION:** PCD does not execute transport services itself under any circumstances. The transport agreement for each Ride is concluded between the Client and the Transport Partner. PCD acts as disclosed intermediary (lasthebber) on behalf of the Transport Partner.

- 2.1 PCD operates exclusively as a coordinator and disclosed intermediary (lasthebber) of premium transport services. PCD does not employ drivers, own vehicles used in transport, or execute Rides itself under any circumstances whatsoever.
- 2.2 The transport agreement for each Ride is concluded between the Client and the executing Transport Partner. PCD acts in its own name but on behalf of the Transport Partner in arranging the Ride, without becoming party to the transport agreement. PCD is not the carrier (vervoerder) and does not assume the obligations of a carrier.
- 2.3 The Client is hereby informed of and expressly consents to this structure by entering into an Agreement with PCD.
- 2.4 PCD maintains a select network of vetted Transport Partners. PCD undertakes to select Transport Partners with due care, requiring that they hold all licences, permits, and insurance required by applicable law for commercial passenger transport.
- 2.5 PCD shall coordinate logistics — including pickup time, pickup location, passenger details, and destination — and serves as the primary point of contact for the Client before and after the Ride.
- 2.6 PCD is entitled to invoice the Client directly for all services arranged, on behalf of the Transport Partner, notwithstanding that physical execution is performed by the Transport Partner.
- 2.7 The identity of the Transport Partner executing the Ride is communicated to the Client in the booking confirmation. PCD shares necessary personal data — including name, contact details, pickup location, and destination — with the Transport Partner for execution purposes. The Client consents to this data sharing by entering into an Agreement with PCD.

### **Article 3 — Applicability**

- 3.1 These Terms & Conditions apply to all quotations, offers, agreements, and services of PCD.
- 3.2 Deviations from these Terms are only valid if agreed In Writing by both parties.
- 3.3 The applicability of any general terms and conditions of the Client is expressly rejected.
- 3.4 If any provision of these Terms is found to be void or unenforceable, the remaining provisions remain in full force. The void provision shall be replaced by a valid provision that most closely reflects the original intent.

### **Article 4 — Quotations and Formation of Agreement**

- 4.1 All quotations by PCD are without obligation unless expressly stated otherwise.
- 4.2 An Agreement is formed upon written confirmation by PCD of an accepted quotation or booking request.
- 4.3 PCD is not bound by quotations containing manifest errors or typographical mistakes.
- 4.4 Quotations are not automatically applicable to future bookings.

## Article 5 — Obligations of the Client

5.1 The Client shall provide all information necessary for PCD to arrange the Ride — including pickup time, location, number of passengers, destination, and any special requirements — accurately and in a timely manner.

5.2 PCD is not liable for any failure or delay resulting from incorrect, incomplete, or late information provided by the Client.

5.3 The Client warrants that all Passengers will comply with the conduct obligations set out in Article 6.

5.4 The Client shall not make a booking for the same Ride simultaneously with another transport provider. In the event of a breach of this obligation, the Client remains liable for the full cancellation fee applicable under Article 8.

## Article 6 — Passenger Conduct and Prohibited Items

6.1 During a Ride, all Passengers shall:

- Follow the reasonable instructions of the driver at all times;
- Wear a seatbelt during transport;
- Refrain from damaging or soiling the vehicle;
- Refrain from consuming alcohol or drugs in the vehicle, unless expressly agreed otherwise In Writing;
- Not carry, transport, or be in possession of illegal substances, narcotics, weapons, or any prohibited goods of any nature.

6.2 In the event of a material breach of Article 6.1, the Transport Partner has the right to terminate the Ride immediately without any right to compensation or refund for the Client.

6.3 The Client is liable for all damage caused by a Passenger to the vehicle or the Transport Partner, and shall fully indemnify PCD and the Transport Partner against any resulting claim, fine, loss, or legal cost — including those arising from the presence of illegal substances or weapons.

6.4 PCD and the Transport Partner reserve the right to refuse or terminate a Ride if there is reasonable suspicion that a Passenger is carrying illegal substances or weapons, without any obligation to provide compensation.

## Article 7 — Cancellation by PCD or Transport Partner

7.1 In the event of force majeure (Article 14) or unavailability of a suitable Transport Partner, PCD may cancel a confirmed Ride. PCD shall notify the Client as soon as reasonably possible.

7.2 In the event of cancellation by PCD, the Client's sole remedy is a full refund of amounts paid for that specific Ride. No further compensation, damages, or liability shall apply.

## PART B — FEES, PAYMENT AND CANCELLATION

### Article 8 — Cancellation by the Client

The following cancellation schedule applies to all Clients. This schedule reflects PCD's actual cost structure: upon cancellation, PCD's Transport Partner invoices PCD for the corresponding percentage regardless of whether the Ride takes place. These fees are a direct pass-through of costs actually incurred, not a penalty.

8.1 Cancellation must always be made In Writing. The following cancellation fees apply:

- Cancellation more than 30 days before the Ride: 50% of the agreed amount.
- Cancellation between 14 and 30 days before the Ride: 75% of the agreed amount.
- Cancellation less than 14 days before the Ride: 100% of the agreed amount.

8.2 The cancellation fees in Article 8.1 reflect costs that PCD actually incurs with its Transport Partner upon cancellation and are directly passed through.

8.3 If, in a specific case, PCD's demonstrable costs are lower than the applicable cancellation fee, the cancellation fee shall be reduced accordingly to the level of actual costs incurred. This correction applies to Consumer Clients and, where reasonable, to Business Clients.

8.4 Modifications to a confirmed booking are subject to availability and must be requested In Writing. PCD cannot guarantee that modifications will be accommodated.

### Article 9 — Fees, Invoicing and Payment

9.1 All prices are in euros and exclusive of VAT, unless stated otherwise.

9.2 PCD reserves the right to adjust prices in the event of significant changes in fuel costs, tolls, or applicable taxes. The Client will be notified In Writing in advance. Consumer Clients have the right to cancel the Agreement without charge if they do not accept a price adjustment made after booking confirmation.

9.3 Business Clients: full payment is due in advance prior to the Ride, unless otherwise agreed In Writing.

9.4 Consumer Clients: a deposit of at least 50% of the agreed amount is due upon booking confirmation. The remaining balance is due no later than 48 hours before the Ride.

9.5 Late payment by Business Clients results in default by operation of law. A contractual interest rate of 1.5% per month (or part thereof) becomes due automatically on the outstanding amount.

9.6 Late payment by Consumer Clients results in default by operation of law. Statutory interest (Article 6:119 DCC) becomes due automatically.

9.7 In the event of insolvency, bankruptcy, suspension of payments, or attachment of the Client's assets, all amounts owed to PCD become immediately due and payable.

## Article 10 — Waiting Time

10.1 A waiting period of up to 15 minutes from the agreed pickup time is included in the Ride fee at no additional charge.

10.2 Waiting time in excess of 15 minutes shall be charged on a post-calculation basis at the applicable hourly rate communicated by PCD at the time of booking.

10.3 Waiting time shall be documented by the Transport Partner. The Client accepts the Transport Partner's registration of waiting time as binding evidence, unless demonstrably incorrect.

10.4 Maximum billable waiting time per Ride is limited to 2 hours. If waiting time exceeds 2 hours, the Client has the right to cancel the Ride without further cancellation charges for that specific Ride.

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## PART C — LIABILITY

**PCD acts exclusively as intermediary. The transport agreement is concluded between the Client and the Transport Partner. Liability for physical execution rests with the Transport Partner. The provisions below correctly reflect this structure.**

## Article 11 — Liability of PCD

11.1 PCD's liability is limited to its role as coordinator and intermediary. As the transport agreement is concluded between the Client and the Transport Partner, PCD is not liable for any damage, injury, loss, delay, or incident arising from or during the physical execution of a Ride by the Transport Partner or any subcontractor of the Transport Partner.

11.2 PCD's total liability for its own coordination role is in all cases limited to the net fee value of the specific Ride to which the claim relates.

11.3 PCD is not liable for indirect or consequential damages, including but not limited to: lost revenue, missed appointments, business interruption, reputational damage, or loss of anticipated savings.

11.4 PCD is liable for damage resulting solely from its own gross negligence or wilful misconduct in its coordination role. This exception does not extend to the conduct, acts, or omissions of the Transport Partner.

11.5 PCD warrants that Transport Partners are selected with reasonable care and required to hold appropriate insurance and all required transport permits.

11.6 The personal liability of directors, officers, shareholders, management companies, and affiliated holding entities of PCD is excluded to the maximum extent permitted by applicable law.

## Article 12 — Client Indemnification

12.1 The Client shall indemnify, defend, and hold harmless PCD, its directors, shareholders, and affiliated entities against all claims, losses, damages, fines, penalties, and legal costs arising from:

- Any breach by a Passenger of the obligations set out in Article 6;
- The presence of illegal substances, weapons, or prohibited goods in the vehicle;
- Incorrect or incomplete information provided by the Client;
- Any claim by a third party arising from the Client's or Passenger's conduct during a Ride.

## Article 13 — Consumer Provisions

This Article applies only to Clients qualifying as Consumers under Dutch and EU consumer protection law. Mandatory statutory rights are preserved and take precedence over these Terms where required by law.

13.1 Notwithstanding Article 11, mandatory provisions of Dutch consumer law apply to Consumer Clients and take precedence over these Terms to the extent required by law.

13.2 PCD does not exclude or limit liability toward Consumers for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot be excluded by law.

13.3 Consumer Clients retain the right to contact the Transport Partner's insurer directly in the event of a personal injury claim, to the extent permitted by applicable insurance law. PCD shall provide the Transport Partner's name and relevant contact details upon request.

## Article 14 — Force Majeure

14.1 PCD is not obliged to fulfil any obligation if prevented from doing so by circumstances beyond its reasonable control, including but not limited to: extreme weather, traffic conditions, road closures, strikes, illness or unavailability of the Transport Partner, cyber incidents, government measures, pandemics, or acts of God.

14.2 In the event of force majeure, PCD will notify the Client as soon as reasonably possible and propose alternative arrangements where feasible.

14.3 If a Ride cannot be executed due to force majeure, the Client's sole remedy is a refund of amounts paid for that specific Ride. No further liability or compensation shall apply.

## Article 15 — Insolvency

15.1 In the event of PCD's insolvency, liquidation, or bankruptcy, all Agreements shall be deemed terminated with immediate effect. Prepaid amounts for unexecuted Rides shall be treated as preferential claims in the insolvency proceeding to the extent permitted by law.

## PART D — GENERAL

### Article 16 — Complaints

16.1 Complaints regarding PCD's coordination role must be submitted In Writing within 7 days of the Ride. This is a notification obligation intended to allow PCD to investigate promptly. For Business Clients, failure to notify within this period results in the claim being time-barred. For Consumer Clients, this period is a reasonable notification requirement and does not result in forfeiture of any mandatory statutory rights.

16.2 PCD shall acknowledge receipt within 3 business days and respond substantively within 14 days.

16.3 A complaint does not suspend the Client's payment obligations.

16.4 Claims relating to the physical execution of the Ride — including driver conduct, accidents, or damage — must be directed to the Transport Partner and/or its insurer. PCD will provide the Transport Partner's name and contact details upon request.

### Article 17 — Privacy and Data Processing

17.1 PCD processes personal data of Clients and Passengers in accordance with applicable data protection law (GDPR / AVG).

17.2 Personal data is processed solely as necessary for the performance of the Agreement and coordination of the Ride.

17.3 PCD shares necessary personal data — including name, contact details, pickup location, and destination — with the relevant Transport Partner for execution purposes. The Transport Partner is contractually bound by equivalent data protection obligations.

17.4 For more information, PCD's Privacy Policy is available at:  
[www.premium-chauffeursdiensten.nl](http://www.premium-chauffeursdiensten.nl).

### Article 18 — Intellectual Property

18.1 All intellectual property rights in materials produced by PCD remain vested in PCD.

18.2 The Client may not reproduce, distribute, or disclose such materials to third parties without PCD's prior written consent.

### Article 19 — Amendments

19.1 PCD may amend these Terms at any time. For existing Agreements, amendments take effect 30 days after notification to the Client, unless the Client objects In Writing within that period. Continued use of PCD's services constitutes acceptance.

### Article 20 — Governing Law and Jurisdiction

20.1 These Terms and all Agreements with PCD are governed exclusively by Dutch law.

20.2 Disputes shall first be resolved through good-faith consultation between the parties.

20.3 If no resolution is reached, disputes shall be submitted to the competent court in the district of Amsterdam.

20.4 For Consumer Clients domiciled in another EU member state, mandatory consumer protection provisions of that member state shall apply to the extent required by law.

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Deposited with the Chamber of Commerce, Amsterdam.

Premium Chauffeursdiensten (Ecomresult B.V.)

Professor J.H. Bavincklaan 4, 1183 AT Amstelveen

info@premium-chauffeursdiensten.nl | +31 6 82041976