

General Terms And Conditions

Pawlina

Miss. T. Weir, trading under the name Pawlina (hereinafter: Pawlina), is registered with the Chamber of Commerce under number 92697100 and is located at 5C Eerste Bloemdwarsstraat in Amsterdam.

Article 1 – Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise.
2. **Offer** : any offer or quotation to the Client for the provision of Services by Pawlina.
3. **Services** : walking and/or caring for and/or taking care of the dog(s). Pawlina also offers a taxi service, photography and basic grooming.
4. **Service Provider** : Pawlina offers Services to the Client, hereinafter: Pawlina.
5. **Animal** : the dog for which the Client uses Pawlina's services, which is walked and/or cared for and/or taken care of by Pawlina.
6. **Client** : the person who has appointed Pawlina or to whom Pawlina has made a proposal on the basis of an Agreement.
7. **Agreement** : any Agreement and other obligations between the Client and Pawlina, as well as proposals from Pawlina for Services provided by Pawlina to the Client and which are accepted by the Client and have been accepted and implemented by Pawlina with which its general terms and conditions form an inseparable whole.

Article 2 – Applicability

1. These general terms and conditions apply to every Offer from Pawlina, every Agreement between Pawlina and the Client and every service offered by Pawlina.
2. Before an Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, Pawlina will indicate to the Client how the Client can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions may be deviated from, provided this has been explicitly agreed in writing with Pawlina.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. The Client's general terms and conditions are excluded.
6. If one or more provisions of these general terms and conditions are partially or completely null and void or are annulled, the other provisions of these general terms and conditions will remain in force and

the void/nullified provision(s) will be replaced by a provision with the same effect as the original provision.

7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

8. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407, paragraph 2, of the Dutch Civil Code is explicitly excluded.

9. If these general terms and conditions refer to she/her, this should also be construed as a reference to he/him/his, if and to the extent applicable.

Article 3 – The Offer

1. All offers made by Pawlina are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.

2. Pawlina is only bound to an Offer if it is confirmed in writing by the Client within 30 days. Nevertheless, Pawlina has the right to refuse an Agreement with a (potential) Client for a reason justified by Pawlina.

3. The offer contains a description of the Services offered. The description is sufficiently specified so that the Client is able to make a good assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or termination of the Agreement.

4. Offers or quotations do not automatically apply to follow-up orders.

5. Any stated times in Pawlina's offer are in principle indicative and do not entitle the Client to termination or compensation if they are exceeded, unless expressly agreed otherwise.

Article 4 – Conclusion of the Agreement

1. The Agreement is concluded when the Client has accepted an Offer or Agreement from Pawlina by returning a signed copy (scanned or original) to Pawlina, or has given explicit and unambiguous approval of the Offer via the registration form on the website, by e-mail or via WhatsApp.

2. Pawlina has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.

3. Pawlina is not bound to an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or typo. The Client cannot derive any rights from this error or typo.

4. If the Client cancels an already confirmed order, the costs actually incurred (including the time spent) will be charged to the Client.

5. Any Agreement entered into with Pawlina or a project awarded to Pawlina by the Client rests with the company and not with any individual person associated with Pawlina.

6. The Client has the right to withdraw during the statutory period of 14 days, unless Pawlina has already commenced the Services with the Client's permission. Providing an animal in the context of the Assignment expressly constitutes the aforementioned consent. By means of this consent, the Client waives its right of withdrawal.

7. If the Agreement is entered into by multiple Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 – Duration of the Agreement

1. The Agreement is entered into for a fixed period, unless expressly agreed otherwise.

2. Both the Client and Pawlina may terminate the Agreement on the basis of an attributable failure to comply with the Agreement if the other party has been given written notice of default and has been given a reasonable period to fulfill its obligations and it still fails to do so. obligations to be fulfilled correctly. This also includes the payment and cooperation obligations of the Client.

3. The dissolution of the Agreement does not affect the Client's payment obligations insofar as Pawlina has already carried out work or delivered services at the time of the dissolution. The Client must pay the agreed fee.

4. Parties can terminate the Agreement by e-mail, subject to a notice period of one month.

5. In the event of premature termination of the Agreement, the Client will owe Pawlina the costs actually incurred up to that point at the agreed rate. Pawlina's time registration is leading. This also includes a one-time appointment.

6. Both the Client and Pawlina may terminate the Agreement in whole or in part in writing without further notice of default, with immediate effect if Pawlina is in suspension of payments, (personal) bankruptcy has been filed by one of the parties or the Pawlina company. ends through liquidation. If a situation as stated above occurs, Pawlina is never obliged to reimburse funds already received and/or compensation.

7. Pawlina is also entitled to immediately terminate the Agreement if there is a situation as referred to in Article 6, paragraph 7 of these general terms and conditions, or if, in the sole opinion of Pawlina, it appears that the Animal is no longer suitable. is for the exhaust service. The latter will first be explicitly discussed with the Client.

Article 6 – Execution of the services

1. Pawlina will make every effort to perform the agreed Service with the greatest possible care as may be expected of a good service provider. Pawlina provides professional and independent services. All Services are performed on the basis of a best-efforts obligation, unless a result has been explicitly agreed in writing and has been described in detail.

2. The Agreement on the basis of which Pawlina performs the Services determines the size and scope of the services. The Agreement will only be executed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.

3. The information and data provided by the Client are the basis on which the Services offered by Pawlina and the prices are based. Pawlina has the right to adjust its services and prices if the information provided proves to be incorrect and/or incomplete.

4. When performing the Services, Pawlina is not obliged or obliged to follow the Client's instructions if this changes the content or scope of the agreed Services. If the instructions require further work for Pawlina, the Client is obliged to reimburse the additional costs accordingly on the basis of a new quotation.

5. Pawlina is entitled to engage third parties to perform the Services at its own discretion.

6. If the nature and duration of the assignment require this, Pawlina will keep the Client informed of any details in the agreed manner.

7. Pawlina has the right to refuse or exclude an Animal from the group in the event of poor condition or illness of the Animal, if the Animal is in heat or aggressive (towards both humans and Animals), or if it is in the sole judgment of Pawlina there is (repeated) unacceptable behavior of the Animal. Even if Pawlina expects that the Animal could cause unrest in the group or could otherwise lead to future danger for humans or Animals. Dogs identified by Pawlina as High Risk (HR) will be rejected.

8. On the days that Pawlina performs its Services for the Client, the Client must present the Animal at the agreed time or ensure that Pawlina can enter the home where the Animal is present. The Client can provide a (house) key to Pawlina for safekeeping for this purpose. If Pawlina cannot collect the Animal at the agreed time, the Client is liable for the full costs as if the Service had been carried out.

9. An appointment can be canceled by the Client free of charge up to 24 hours before the start of the Service. Cancellation within this period means that the Client owes the full costs of the Service.

10. If a towel is ready when you return home, Pawlina will dry the Animal as much as possible when returning the Animal to the Client's home.

11. The Client gives permission to Pawlina to take photos and video material of the Animal and/or to post the photos taken by the Client on its website and/or social media channels for advertising and promotional purposes.

Article 7 – Obligations of the Client

1. The Client is obliged to provide all information requested by Pawlina as well as relevant attachments and related information and data on time and/or before the start of the work and in the desired form for the correct and efficient execution of the Agreement. Failing this, Pawlina is entitled to suspend the Services until the information has been received. The consequences of such a situation are at all times at the expense and risk of the Client.

2. Pawlina is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is Pawlina responsible for the accuracy and completeness of the information.

3. Pawlina may request additional information if this is necessary for the execution of the Agreement. Failing this, Pawlina is entitled to suspend its work until the information has been received, without being obliged to pay any compensation to the Client on any grounds whatsoever. In the event of changed circumstances, the Client must notify Pawlina immediately or no later than 3 working days after the change has become known.

4. The Client guarantees that the Animal has undergone obedience training or obeys obedience commands from Pawlina ("sit", "here" and his/her name). The Animal is also able to be walked in groups with other Animals.

5. An exception to the previous paragraph can only apply with regard to:

- Puppies up to 24 weeks of age cannot be expected to fully know and obey obedience commands.
- In the event that an Animal uses an individual Service that does not require the Animal to behave socially towards other animals.

- In the event that the Animal is ill or is in heat, as a result of which the Animal cannot participate in group walks and/or activities. This may also apply for a short period after illness and/or heat.

6. The Client guarantees that the Animal is healthy at the time of walking and shows no signs of any disease. In particular, the Client ensures that:

- The Animal has had all required vaccinations, and in the case of annual vaccinations, these have been given on time. The Client must provide proof of vaccination upon Pawlina's first request.
- The Client is obliged to treat the Animal, including in particular dogs, (preventively) against fleas, ticks and worms, as well as the annual cocktail vaccinations (parvo, distemper, hepatitis (HCC), kennel cough, Weil's disease and Rabies).
- The Client is obliged to provide a copy of the Animal's passport or vaccination booklet during the intake.
- If and insofar as the Animal becomes ill or sustains injury during Pawlina's Services or other circumstances require a visit to the veterinarian in the opinion of Pawlina, Pawlina is authorized by the Client to consult a veterinarian for the benefit of the Animal. The Client will be informed of this immediately but as soon as possible.
- The Animal is equipped with a solid collar and leash (no slip chain and preferably no flex leash).

7. The Client is obliged to have liability insurance, which covers damage caused by the Animal, in particular a dog. The Client is at all times responsible and liable for all damage caused by the Animal. This also includes (injury) damage to other Animals. If and insofar as multiple Animals are involved in damage, the Client is liable together with the other owners for the damage caused.

8. If the Client gives a key to Pawlina for safekeeping, the Client must sign a further key contract in which further agreements regarding the use and storage of the key are recorded.

9. The Client must notify Pawlina of illness, heat and/or change in behavior of the Animal no later than 24 hours prior to an agreed Service to be purchased.

Article 8 - Obligations of Pawlina

1. Pawlina will walk the Animal with other Animals, but with a maximum group of 8 Animals (including the Client's Animal).

2. In the event of illness of (the employees of) Pawlina or extreme weather conditions that prevent the walking service, Pawlina has the right to reschedule the appointment. The Client can make up the appointment at another time.

3. Pawlina is never the owner or possessor of an Animal.

4. If a dog for which the Client uses Pawlina's Services runs away in a place where dogs are allowed to run free, Pawlina is not responsible for this. Pawlina will make every reasonable effort to retrieve the Animal. If it is likely that the Animal can run away, the Client must inform Pawlina of this and Pawlina will not let the Animal run free.

5. If agreed, Pawlina will also feed the Animal. The Client must ensure that the Animal's food is ready. If the Animal requires medication, the Client is obliged to give this to the Animal himself. Pawlina can only provide medication on the instructions of the Client if this has been expressly agreed.

Article 9 – Additional work and changes

If during the execution of the Agreement, it appears that the Agreement needs to be adjusted, or if further work is required at the request of the Client to achieve the Client's desired result, the Client is obliged to reimburse this additional work at the agreed rate. Pawlina is not obliged to comply with this request and may require the Client to conclude a separate Agreement for this purpose and/or to refer it to an authorized third party.

Article 10 – Prices and payment

1. All prices are in principle exclusive of turnover tax (VAT), unless otherwise agreed.
2. Pawlina provides its services in accordance with the agreed rate.
3. Payment is made after receiving a monthly invoice, the invoice must be paid within 14 days.
4. If the Client has opted for cash payment, the Client must hand over the exact amount to be paid or have it ready for Pawlina at an agreed location at the start of the Service.
5. Travel time for the benefit of the Client and costs related to travel will be charged to the Client, unless otherwise agreed. Costs relating to overnight stays will also be charged to the Client. These costs are considered to be included in the rate.
6. Surcharges apply for public holidays. Unless otherwise agreed, the surcharge is 50% on top of the standard rates.
7. Parties may agree that the Client must pay an advance or a full payment in advance. If an advance has been agreed, the Client must pay the advance before commencing the performance of the services.
8. The Client cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
9. Pawlina is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they are expressly laid down in the Agreement.
10. The Client must pay these costs in one lump sum, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of Pawlina made known to it.
11. In the event of personal bankruptcy or request for payment against the Client, payment and all other obligations of the Client under the Agreement become immediately due and payable.

Article 11 – Collection policy

1. If the Client does not meet its payment obligation and has not fulfilled its obligation within the set payment period of 14 days, the Client will first receive a written reminder with a period of 14 days after the date of the reminder to still fulfill the payment obligation. together with a statement of the extrajudicial costs if the Client does not fulfill its obligations within that period before it falls into default.

2. From the date that the Client is in default, Pawlina will be entitled, without further notice of default, to statutory commercial interest from the first day of default until full payment, and reimbursement of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the scale from the decision on compensation for extrajudicial collection costs of July 1, 2012.

3. If Pawlina has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The full legal and enforcement costs incurred will also be borne by the Client.

Article 12 – Privacy, data processing and security

1. Pawlina handles the Client's (personal) data with care and will only use it in accordance with the applicable standards. If requested, Pawlina will inform the person concerned about this.

2. The Client is responsible for the processing of data that is processed using a Pawlina service. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies Pawlina against any (legal) claim related to this data or the execution of the Agreement.

3. If Pawlina must provide information security under the Agreement, this security will comply with the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs is not unreasonable.

Article 13 – Suspension and dissolution

1. Pawlina has the right to retain the data, data files and more received or created by it if the Client has not yet (fully) met its payment obligations. This right remains in full force if a valid reason arises for Pawlina, which justifies suspension in that case.

2. Pawlina is entitled to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.

3. In that case, Pawlina is not liable for damage, for whatever reason, as a result of suspending its activities.

4. The suspension (and/or dissolution) does not affect the Client's payment obligations for work already carried out. In addition, the Client is obliged to compensate Pawlina for any financial loss that Pawlina suffers as a result of the Client's default.

Article 14 – Force majeure

1. Pawlina is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Force majeure on the part of Pawlina includes, but is not limited to: weather conditions, illness of Pawlina and/or third parties engaged by it, other situations that, in the opinion of Pawlina, are beyond its control. sphere of influence that temporarily or permanently prevents the fulfillment of its obligations.

3. In the event of force majeure, both Parties have the right to terminate the Agreement in whole or in part. In that case, 50% of the costs incurred before the termination of the Agreement will be paid by the Client. Pawlina is not obliged to compensate the Client for any losses caused by such a revocation.

Article 15 – Limitation of liability

1. In the event of an attributable shortcoming on the part of Pawlina, Pawlina is only obliged to pay any compensation if the Client has given Pawlina written notice of default within 14 days after discovering the shortcoming. Pawlina must then be given a reasonable period of time to remedy the shortcoming. The notice of default must include a detailed description and substantiation of the shortcoming to enable Pawlina to respond adequately.

2. If the performance of Services by Pawlina leads to liability on the part of Pawlina, that liability is limited to the total amount invoiced under the Agreement, but only with regard to the direct damage suffered by the Client unless the damage is the result of intent or recklessness bordering on intent on the part of Pawlina. Direct damage is defined as: reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability and the method of repair.

3. Pawlina expressly excludes all liability for consequential damage.

4. Pawlina is never liable for any injury, in whatever form, that the Animal suffers as a result of participating in the Service. Even if a Dog dies during or after using the Pawlina Service, Pawlina is not liable for this, except in the case of intent or recklessness bordering on intent on the part of Pawlina.

5. Pawlina is not liable for any injury caused by giving medication to the Animal, on behalf of the Client. The Client indemnifies Pawlina against all damage resulting from the administration of medication.

6. If it is not clear which Animal is the direct cause of the damage, all Clients are jointly and severally liable and the costs are shared between the Clients whose Animals were present at the time the damage occurred.

7. The Client remains liable at all times for the actions of the Animal and any damage caused by the Animal, even when the Animal is loose during the services provided by Pawlina.

8. The Client accepts that the Animal may be dirty and/or wet when it returns home. Pawlina cannot be held liable for damage to the house and/or contents caused by a wet or dirty Animal.

9. Pawlina is not liable in the event of a burglary in the Client's home, unless demonstrable use has been made of the key present at Pawlina, which has ended up in the hands of third parties due to Pawlina's negligence.

10. Pawlina is not liable for damage in, to or around the immovable property from which the Service must be performed by Pawlina, or damage to movable property located there.

11. Pawlina is not liable for theft, embezzlement or loss of items or goods from the movable property from which the Service must be performed by the Contractor.

12. Pawlina is not responsible for the correct and complete transmission of the contents of e-mails sent by/on behalf of Pawlina, nor for their timely receipt.

13. Pawlina is not liable for damage to the Client's home and/or contents caused by the Client's Animal.

14. All claims by the Client due to shortcomings on the part of Pawlina lapse if they have not been reported in writing and with reasons to Pawlina within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. Pawlina's liability expires one year after termination of the Agreement between the parties.

Article 16 – Confidentiality

1. Pawlina and the Client undertake to maintain confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information in question is already public/generally known, the information is not confidential and/or the information has not been made known to Pawlina by the Client during the Agreement and/or otherwise by Pawlina is received.
2. If Pawlina is obliged on the basis of a legal provision or a judicial decision to (also) provide the confidential information to the law or competent court or designated third party and Pawlina cannot rely on a right of non-disclosure, Pawlina is not liable for any damages and does not give the Client any grounds for dissolving the Agreement.
3. The transfer or distribution of information to third parties and/or publication of statements, advice or productions provided by Pawlina to third parties requires the written permission of Pawlina, unless such permission has been expressly agreed in advance. The Client will indemnify Pawlina against all claims from such third parties as a result of reliance on such information distributed without the written permission of Pawlina.
4. Pawlina and the Client also impose the obligation of confidentiality on the third parties they engage.

Article 17 – Disclaimer and Accuracy of Information

1. The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in whatever form, that it provides to Pawlina in the context of an Agreement, as well as for the data that it provides to Pawlina from third parties and which have been provided to Pawlina for the performance of the Service.
2. The Client indemnifies Pawlina from any liability resulting from failure to comply with obligations relating to the timely provision of all correct, reliable and complete data, information, documents and/or documents.
3. The Client indemnifies Pawlina against all claims from the Client and third parties based on failure to obtain (timely) consents required in the context of the execution of the Agreement.
4. The Client indemnifies Pawlina against all claims from third parties arising from the work performed for the Client.
5. If the Client provides electronic files, software or information carriers to Pawlina, the Client guarantees that these are free of viruses and defects.
6. The Client indemnifies Pawlina against all claims from third parties, for example for compensation for damage, as a result of behavior of the Animal for which the owner of the Animal would be liable on whatever grounds.
7. The Client indemnifies Pawlina against all damage caused as a result of the Animal not being kept on a leash/leaving it loose, as well as the Animal running away. Pawlina is not liable for the consequences arising from this.

Article 18 – Complaints

1. If the Client is not satisfied with the Service of Pawlina or otherwise has complaints about the execution of his assignment, the Client is obliged to address these complaints as soon as possible, but no later than within 5 working days after the relevant reason that led to the complaint. to report. Complaints can be reported in writing via info.pawlina@gmail.com.

2. The complaint must be sufficiently substantiated and/or explained by the Client in order for Pawlina to be able to process the complaint.

3. Pawlina will respond substantively to the complaint as soon as possible, but no later than within 3 working days of receipt of the complaint.

4. The parties will try to find a solution together.

Article 19 – Applicable law

1. Dutch law applies to the legal relationship between Pawlina and the Client.

2. Pawlina has the right to change these general terms and conditions and will inform the Client thereof.

3. All disputes arising from or as a result of the Agreement between Pawlina and the Client will be settled by the competent court of the Amsterdam District Court unless mandatory law provisions designate another competent court.

Amsterdam, July, 2024