

## **GENERAL TERMS AND CONDITIONS**

### **1. General**

- 1.1. These terms and conditions apply to all offers, quotations, assignments, agreements, and commitments where *Compagnon de Route* (hereafter referred to as CdR) is a party, excluding all other conditions of any kind, except those dictated by mandatory law. These terms form an integral part of the agreement between the parties, along with the details on the front of the quotation, order form, invoice, or any other document issued by CdR. Deviations from these terms or from individual agreements may only be valid if proven by a mutually signed written agreement. The client's general terms may only form part of the agreement in whole or in part if explicitly accepted in writing by CdR and if compatible with these terms.
- 1.2. CdR does not own your data and uses it solely to inform you about updates related to its operations or as required to serve the client. The type of vehicle is necessary to brief the chauffeur, your contact details are required to reach you during a task, and your address is needed to send the chauffeur to your location. By accepting these terms and conditions, you agree to these privacy terms.
- 1.3. CdR is entirely free to select the private chauffeurs made available. CdR is not responsible for immediate collections or any costs, directly or indirectly related to the vehicle or its operation, and these costs are solely borne by the client. In certain cases, CdR may recover these costs from the client. CdR only provides the chauffeur, and the client pays for the services, therefore taking responsibility for all direct and indirect costs related to the vehicle.
- 1.4. CdR commits to providing services under the agreed terms, at the prices indicated per case, and according to professional standards, but always as a "best efforts" commitment. This means the time in which the agreed services will be provided is based on normal conditions, deadlines are approximate, and CdR will make reasonable efforts to assign good chauffeurs who aim to drive well with the client's vehicle.

## **2. Formation of the Agreement**

- 2.1. Quotations are prepared based on the client's provided instructions and data and are binding. If the task cannot be completed due to the client's actions or negligence, including a late cancellation, the client agrees to pay the full invoiced amount as if the services were fully rendered. Deviation from this clause may be considered on a case-by-case basis with proper justification.
- 2.2. The agreement comes into effect once CdR confirms the task. The execution of the agreement starts when a private chauffeur heads to the client's provided address to drive the vehicle.
- 2.3. CdR's digital confirmation is binding on the client, unless the client reports an error in the confirmation within three days after receipt via email. The client declares and confirms to be the owner or responsible for the vehicle to be driven. The client is responsible, as a result of a performance-based commitment, for timely adjusting the vehicle's insurance policy so the hired chauffeur is financially covered both for civil liability and comprehensive coverage. The client is also responsible for ensuring the vehicle complies with applicable laws and is free of any technical defects, visible or hidden.

## **3. Pricing**

- 3.1. Prices charged by CdR are exclusive of VAT (21%) and any other governmental duties or taxes. Waiting and travel times are calculated when they are directly or indirectly spent on behalf of the client. There is no distinction between driving and waiting times. The hourly rate covers all costs except VAT and is an all-inclusive price unless the client requests additional services for which costs are specified. The arrival fee is the cost of the chauffeur's travel time to the starting location provided by the client. The driving and waiting time costs are currently €40 per hour, and if the arrival time is 30 minutes or less, €20 will be charged. The start time is when the chauffeur should be at the starting address, and the end time is when the chauffeur is back at the final address. No other costs are charged in normal assignments unless explicitly stated by CdR before the task, or if the client makes special requests during the assignment.
- 3.2. CdR is not responsible if no chauffeur is available on time.
- 3.3. The client may cancel a confirmed ride free of charge if this is done in writing no later than 3 hours before the start of the ride. If the ride is cancelled less than 3 hours before the scheduled time, a €75 (excluding VAT) charge will be applied. A 'no show' will also incur a €75 charge.

#### **4. Invoicing**

- 4.1. CdR's invoices are based on the hours worked as reported by the chauffeur. The client accepts the full legal validity of the chauffeur's performance report. All invoices are payable within 10 days of the invoice date and will be sent automatically to the email address of the client who booked the ride.
- 4.2. Without prejudice to CdR's other rights, any unpaid amounts on the due date will automatically and without notice incur late payment interest in accordance with Article 5 of the Law of 2 August 2002 on combating late payment in commercial transactions, plus a fixed and minimum compensation of 15% of the outstanding amount, in addition to all costs and fees incurred by CdR for non-payment and debt collection.

#### **5. Termination of the Agreement**

CdR is entitled to terminate the agreement immediately, without prior notice or judicial intervention, and with a claim for damages, if the client fails to meet any of the contractual obligations stated in these terms, or if the client is bankrupt or if the client's equity in the most recent financial year is less than half of the company's capital, or if the client incurred a loss in the last fiscal year. Furthermore, if the client does not comply with any obligation under these terms, CdR may suspend or terminate the agreement, in whole or in part, without compensation and without affecting its other rights. All outstanding invoices and amounts to be invoiced become immediately payable.

#### **6. Insurance**

- 6.1. Complaints about CdR's obligations must be submitted in writing within five business days after the occurrence of the event on which they are based, under penalty of forfeiture.
- 6.2. The client is required to take out the following insurance:
  - Third-party insurance (in accordance with the Motor Insurance Liability Act).
  - comprehensive insurance, including theft.
  - An additional driver and passenger insurance covering all bodily injury arising from the vehicle.

The client must maintain these insurances for the entire duration of the agreement.

- 6.3. CdR is not liable for any material damage caused by the chauffeur. All material damage falls under the client's insurance, including any excess or premium increases, even if the chauffeur is at fault. CdR advises the client to ensure the vehicle fully and notify the insurer that an external chauffeur is driving the vehicle.
- 6.4. Damage to third parties is at all times covered by the compulsory third-party motor vehicle insurance (in accordance with the requirements set out in the Motor Insurance Liability Act).
- 6.5. The client shall ensure that the vehicle provided complies with all applicable safety and technical requirements. The client shall be liable for all damage resulting from defects or non-conformity of the vehicle provided by him as well as for all damage resulting from orders given by him.
- 6.6. If the client fails to comply with the aforementioned obligations, he cannot invoke the absence of insurance cover vis-à-vis CdR. If the client has neither comprehensive insurance nor additional insurance, he accepts to bear any damage himself and at the same time expressly waives all recourse against CdR or against the driver.

## **7. Liability of CdR**

- 7.1. The client agrees to indemnify CdR for any claims made against CdR by third parties, including the client's insurers, concerning obligations that fall on the client under these terms, including principal amounts, interest, and costs. If the vehicle is not owned by the client or if the client is not responsible for it (such as in the case of friends, partners, guests, etc.), the conditions concluded with the client apply, provided there is an agreement between the client and the vehicle owner. CdR is in no way liable for drafting or confirming agreements between the client and third parties who use the services on the client's behalf.
- 7.2. Notwithstanding Article 7.1, CdR is only liable for its own obligations, or those of its employees (drivers), to the client in the event of damage caused by intentional acts or gross negligence. CdR is not liable for damage, loss, and/or injury caused by the driver to the client or to any property belonging to the client, including the vehicle, and subject to the provisions regarding comprehensive/additional insurance (Article 6.3.), unless caused by the driver's intentional acts or gross negligence. Regarding third parties, the driver is always considered to be an employee of the client. The client will always promptly inform their insurer that the vehicle is being driven by a hired chauffeur.

- 7.3. CdR is in no case liable for cases of force majeure and insurable unintentional actions, which may include, among others (this is not an exhaustive list):
- Failure to reach the destination on time or at all due to, among other things, adverse weather conditions, or other traffic circumstances causing a delay;
  - Failure to arrive on time by the chauffeur due to delays in public transport or traffic, or any other unforeseen cause;
  - Damage or costs resulting from the loss of the no-claims discount on the client's car insurance or the insurer's recourse;
  - Damage to property and/or injury to passengers, the passenger(s) present in the vehicle during the performance of the assignment;
  - Damage or costs resulting from a traffic accident and/or traffic violation.

This list is purely illustrative. All forms of force majeure and insurable unintentional actions relieve CdR from any liability.

- 7.4. Insofar as CdR may be held (legally) liable, such liability is always limited by operation of law to the amount covered by CdR's business liability insurance. The client waives any claim for an amount exceeding this coverage.

- 7.5. In the event of force majeure or unforeseen circumstances, whether temporary or permanent, CdR may either suspend the performance of the agreement in whole or in part until the cause of the force majeure has ceased to exist or terminate the agreement in whole or in part without judicial intervention at its discretion, all without the client having any right to compensation from CdR. In such a case, the client is obliged to pay for the part of the agreement that has already been executed, in proportion to the price of the whole.

## **8. Client's Liability**

- 8.1. The client shall always appoint the chauffeur through CdR and refrain from contacting chauffeurs directly for assignments. Every time the client hires a chauffeur from CdR directly without CdR's involvement, the client shall automatically owe CdR a fee equivalent to the amount corresponding to 250 hours of the chauffeur's services. After 3 violations, the fee will increase to an equivalent of 1,200 hours of service. This fee is considered compensation for a contractually granted subjective right and is not a compensation for damages.
- 8.2. The client shall prevent CdR's employees (chauffeurs) from encouraging them to commit traffic offences such as: excessive speeding, driving under the influence, and failing to respect driving and rest times. Such actions will result in the immediate termination of the agreements between the parties. Any damage (whether direct or indirect) arising from this to CdR or its employees will be fully charged to the client.

## **9. Miscellaneous**

- 9.1. The eventual invalidity of one or more clauses, or parts thereof, shall not result in the invalidity of the remaining provisions, and where applicable, the parties agree to seek the same economic balance as if the invalidity had not occurred.
  
- 9.2. All our agreements are governed by Belgian law.
  
- 9.3. Any disputes arising from this agreement can only be settled by the courts of the regional district of Antwerp, Antwerp division. Even in cases of activities outside Belgium, as well as the legal relationships arising from them, the courts of Antwerp shall have jurisdiction, and Belgian law shall apply.