LUXRELO

General Terms & Conditions of Sales

B2C

V-3-2025

1. Scope and definitions

1.1. These general terms and conditions of sale (hereinafter referred to as the "**GTC**") apply to all sales contracts concluded **between LUXRELO, a limited liability company with its registered office at 21, rue Glesener, L-1631 Luxembourg, Grand Duchy of Luxembourg, and registered with the RCS under number B208471** (hereinafter referred to as the "**Supplier**") and any natural person who purchases one or more services, submits a request for a quotation, places an order and/or enters into a contract with the Supplier (hereinafter referred to as the "**Customer**").

1.2. The Supplier's contact details are as follows:

Phone	: +352 691 455 025
E-mail address	: info@luxrelo.lu

1.3. The present General Terms and Conditions apply exclusively.

1.4. These GTC apply exclusively to business-to-consumer relationships.

Definitions

1.5. **"Party(ies)**" means the Supplier and/or the Customer.

1.6. **"Offer**": means the offer of Service(s) formulated by a commercial proposal, an online quotation or any other document drawn up by the Supplier and describing the Services to be provided and their price.

1.7. **"Contract**" or "**Contractual Documents":** means all contractual documents such as, for example: (i) the engagement letters, (ii) the Supplier's Offer, (iii) the General Terms and Conditions and (iv) where applicable, the Customer's specifications or terms of reference. In the event of difficulty of interpretation or contradiction between the aforementioned Contractual Documents, each document shall prevail over the next in the order in which they are listed above.

1.8. **"Service(s)**": means, in the broadest sense, all services that may be accompanied by the supply of services, deliverables, third-party content or third-party services, to be provided by the Supplier to the Customer under the Contract.

1.9. **"Consumer**": refers to any natural person acting for purposes that do not fall within the scope of his or her professional activity (commercial, industrial, artisanal or liberal).

2. Offer and conclusion of contract

2.1. All Offers are subject to the General Terms and Conditions. By default, and unless otherwise stated, an Offer is valid for 30 days. The Offer is an indivisible whole, and the price of its elements cannot be considered for a partial order, unless the Offer explicitly indicates this possibility.

2.2. **Contract conclusion date** - the Contract is irrevocably concluded between the Parties as soon as the Customer accepts the Offer. In the case of a contract concluded by telephone, the Customer will only be bound by the Offer once it has been accepted in writing and signed.

2.3. **Entirety** - The Contract expresses the entire agreement between the Parties, to the exclusion of any other document.

3. Right of withdrawal

3.1. In accordance with the legal provisions in force, in the case of a distance contract or an off-premises contract, the Customer has a right of withdrawal which allows him to cancel his order without having to provide a reason, within fourteen (14) days of the conclusion of the Contract.

3.2. In accordance with article 222-9 of the "*Code de la Consommation*", however, the right of withdrawal is excluded in the following cases:

> *« Sauf convention contraire, le consommateur ne peut exercer le droit de rétractation pour les contrats de fourniture de services après que le service a été pleinement exécuté mais, si le contrat soumet le consommateur à une obligation de payer, seulement si l'exécution a commencé avec l'accord préalable exprès du consommateur, et à condition qu'il ait également reconnu qu'il perdra son droit de rétractation une fois que le contrat aura été pleinement exécuté par le professionnel […] »*

The translation provided below is for information purposes only and has no contractual value. In the event of any discrepancy or conflict of interpretation, the French language version shall prevail.

"Unless otherwise agreed, the consumer may not exercise the right of withdrawal for contracts for the provision of services after the service has been fully performed but, if the contract subjects the consumer to an obligation to pay, only if performance has begun with the consumer's prior express agreement, and provided that he has also acknowledged that he will lose his right of withdrawal once the contract has been fully performed by the trader […]."

3.3. **Waiver of right of withdrawal** - The Customer is hereby informed that if he decides to commence performance of the Services by the Supplier before the end of the withdrawal period, he expressly waives his right of withdrawal once the Service has been fully performed by the Supplier.

To waive his right of withdrawal, the Customer must complete a specific waiver form before the Supplier begins to perform the Services.

Once the form has been completed and signed, the Customer will no longer be able to exercise his right of withdrawal once the Service has been fully performed by the Supplier within 14 calendar days of the contract being formed.

If the Customer does not complete this waiver form, the Supplier will not begin to perform the Services until 14 calendar days have elapsed from the formation of the contract.

REQUEST FOR WAIVER OF RIGHT OF WITHDRAWAL

I, the undersigned:

Hereby request **SARL LUXRELO** to begin performance of the Services within the 14-calendar day withdrawal period. I acknowledge that I have been informed that I will lose my right of withdrawal if the Services are fully executed before the end of the 14-calendar day period.

Done at:
The Client:
Signature:

3.4. **Withdrawal before full performance of the Service by the Supplier** - If the Customer (i) expressly requests the Supplier to begin performance of the Service before the end of the withdrawal period, and (ii) exercises its right of withdrawal within the 14-day period after (iii) the Supplier has commenced performance of the Service and (iv) the Supplier has not fully performed the Service at the time the right of withdrawal is exercised, then the Customer will be liable to pay the Supplier an amount proportionate to what has already been provided up to the time the Customer exercised its right of withdrawal.

In the event that the Customer has already paid all sums relating to the performance of the Services by the Supplier without such Services having been fully performed, then the Supplier will reimburse the Customer for the payments already made for the Services not performed, at the latest within 14 days of the date on which the Supplier received the Customer's decision to withdraw.

In any case, if the Customer wishes to withdraw from the Contract, he must complete the following form and notify the Supplier, either by post or by e-mail:

WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract).

- To the attention of: **LUXRELO**, a limited liability company with its registered office at 21, rue Glesener, L-1631 Luxembourg, Grand Duchy of Luxembourg, and registered with the RCS under number B208471

- I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the following goods (*)/services (*):

- Ordered on (*)/received on (*)
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only in the case of notification of this form on paper)
- Date

4. Terms and conditions

4.1. The Customer shall cooperate actively and in good faith with the Supplier to enable the performance of the Contract. To this end, the Customer shall promptly communicate the necessary information and documents, guarantee their accuracy and sincerity, respond diligently to the Supplier's requests, provide the Supplier with the agreed material resources and provide all the assistance required. The Customer shall inform the Supplier without delay of any difficulty which may affect the performance of the Contract. The Supplier cannot be held responsible for delays due to the Customer's lack of cooperation.

4.2. The Supplier is bound by an obligation of means.

4.3. The Customer acknowledges, in the absence of proof to the contrary, that he has received the information reasonably necessary to verify in good time that the Offer corresponds to his needs.

5. Place of performance

5.1. Unless expressly specified otherwise, Services are deemed to be performed at the Supplier's head office.

6. Deadlines

6.1. Unless otherwise specified, lead times are for guidance only.

6.2. Deadlines are automatically extended by the time the Supplier is delayed due to the delay or lack of cooperation of the Customer and/or its employees in the performance of its obligations.

7. Receipt and delivery

7.1. The Supplier shall notify the Customer electronically of the performance of the Services. The Customer has a period of ten (10) working days from the date of the aforementioned notification in which to make any observations to the Supplier. After this period, acceptance of the Services is considered final. Any refusal by the Customer must be duly justified and must include a precise written description of the errors or defects observed.

8. Prices and financial terms

8.1. **Price** - The financial conditions are set out in the Offer or the engagement letter.

8.2. **Taxes** - Prices are given in euros. Prices include all taxes.

8.3. **Packages** - The proposed packages cover the costs associated with parking and travel. However, it should be noted that the items listed below are not included in these packages (this list is not exhaustive):

- third-party costs,
- courier services (postal or electronic dispatch of mail, documents, etc.),
- translation costs,
- government taxes,
- government immigration fees,
- meals,
- real estate commissions.

8.4. **Additional charges** - Additional third-party expenses and charges paid in advance by the Supplier will be invoiced with an administrative charge of 15% (with a minimum threshold of €50.00).

8.5. **Real estate commission** - When a rental contract is signed, the real estate commission is generally equivalent to one month's rent plus VAT. The real estate commission is not included in the agreed rates and will be invoiced directly by the real estate agent to the Customer.

8.6. **Number of members** - Relocation services are organized in stages and cover up to four family members simultaneously. Additional fees will be charged for each additional member or for separate visits.

8.7. **Additional Services** - All additional services or specific requests not included in the Supplier's standard Services will be invoiced at the Supplier's standard hourly rate in effect at the time the Contract is signed, with a minimum duration of one hour.

8.8. **Cancellation** - If a Service is cancelled, the Supplier will invoice for work already completed, with a minimum charge of €250.00.

8.9. **Annual price revision** - The price will be revised in line with changes in the consumer price index published by STATEC. It will be automatically adjusted each year, upwards or downwards, in the same proportion as the variation in the index recorded in the previous year. The revision will take place automatically, without any formality or prior request.

9. Terms of payment

9.1. **Payment terms** - Unless otherwise agreed, the Supplier's invoices are payable within 30 days of receipt. The Supplier reserves the right to request a deposit.

9.2. **Dispute procedure** - If the Customer has any reservations about an invoice, he must notify the Supplier in writing, either by post or by e-mail, within sixty (60) days of receipt of said invoice. This letter must include (i) the Customer's full name and address, (ii) the number of the disputed invoice, (iii) a detailed description of the reasons for the dispute, (iv) any relevant documents or evidence.

10. Personalized Relocation and Immigration Services and Support

10.1. The Supplier provides personalized relocation and immigration consulting services. These services consist of offering advice and recommendations specifically tailored to the needs of each Customer, with the aim of facilitating their relocation or immigration process.

10.2. The Supplier informs the Customer that immigration and relocation laws and regulations may be subject to frequent change without notice. The Supplier will endeavor to keep the Customer informed of any relevant changes, but in no way guarantees the accuracy or completeness of the information provided due to rapidly changing regulations. Information provided by the Supplier is not to be construed as legal advice.

10.3. The Supplier stresses that the results of relocation or immigration procedures may vary depending on individual factors specific to each case, as well as decisions taken by the competent authorities.

10.4. The Supplier undertakes to provide professional advice and services to facilitate the Customer's relocation and immigration process.

10.5. The Customer acknowledges that the successful implementation of these services depends on its cooperation, commitment, and goodwill. The Customer acknowledges that it is also bound by an obligation of enhanced collaboration.

10.6. The Customer acknowledges that relocation and immigration services require the provision of documents, active participation, and decision-making on its part. The Supplier cannot be held liable for any consequences resulting from the Customer's failure to comply with its obligations or its lack of cooperation. The Customer also acknowledges that any decisions taken remain the sole responsibility of the Customer. The Supplier can provide advice and recommendations based on information provided by the Customer, however, it can in no way substitute itself for decisions to be taken by the Customer.

10.7. Consequently, the Customer acknowledges that the Supplier cannot be held responsible for any delays, refusals or other difficulties related to relocation or immigration resulting from circumstances beyond the Supplier's control or attributable to the Customer's lack of cooperation.

10.8. All documentation required for the successful completion of the assignment(s) must be provided to the Supplier in French, English or German.

10.9. Should an authority contact the Customer directly, the Customer undertakes to inform the Supplier immediately.

11. Support and reports

11.1. The Supplier shall endeavor to provide the Customer with periodic reports detailing the progress of the procedures in progress as soon as possible. These reports will include an overview of milestones achieved, deadlines and any obstacles encountered.

11.2. The Supplier shall endeavor to forward without delay all documents, notifications and official correspondence received from the competent authorities.

11.3. The Supplier undertakes to respond to any requests from the Customer for additional information on the progress of the assignment in a timely manner and to facilitate understanding of the general progress of the immigration or relocation operations.

12. Confidentiality

12.1. All information communicated, obtained, or transferred by one Party to the other Party in connection with the Contract and which has been explicitly qualified as confidential information by the Party which disclosed such information to the other Party, or which, by its nature, must reasonably be considered as confidential information ("Confidential Information"), will be treated as strictly confidential.

12.2. The Party receiving Confidential Information from the other Party undertakes: (a) to use it solely for the needs and purposes for which this information is communicated and only when this is necessary for the performance of the Contract and (b) to take all necessary measures and precautions, particularly regarding storage, in order to maintain its confidentiality.

12.3. The disclosure of Confidential Information by the Party having received it is authorized only for the benefit of its legal representatives, servants, employees, suppliers, service providers, consultants, subcontractors, advisors, insurers, auditors or software publishers (in the context of an audit/verification for the latter two), provided that they are subject to the same obligation of confidentiality as set out in this clause, and to the extent that they need to know in order to perform their duties or in connection with the Contract.

12.4. The provision of Confidential Information as such does not imply any assignment or license of Intellectual Property Rights on the Confidential Information communicated by a Party.

12.5. Confidentiality obligations do not apply to information for which the receiving Party can demonstrate:

- that it disclosed them after obtaining prior written authorization from the other Party or that the disclosure was made by the other Party.
- that they were in the public domain prior to their disclosure or entered the public domain after their disclosure if this is not the result of a breach of this Contract.
- that they were already known to him at the time of disclosure.
- they result from internal developments without the use of the other Party's Confidential Information.
- that they have been received from a third party without breach of an obligation of confidentiality towards the other Party.

12.6. To the extent required in connection with the settlement of a dispute, arbitration or court proceeding, or pursuant to a law, decree or regulation or as required by a regulatory authority, the Receiving Party shall be entitled to disclose the Disclosing Party's Confidential Information, provided that the Receiving Party informs the Disclosing Party, if possible and legally permissible, and offers the Disclosing Party the opportunity to express its reservations and/or limit such disclosure. The Receiving Party will disclose only that part of the Confidential Information required by legal, judicial, or regulatory authority.

12.7. In the event of termination of the Contract or at the request of a Party, each Party shall, to the extent practicable, return or destroy (at the option of the disclosing Party) all Confidential Information provided by the other Party under this Contract, within thirty (30) days of such request and, in the case of destruction of Confidential Information, certify, within a reasonable time, that such destruction has occurred. It is understood that the obligations set out in this clause do not apply to the extent of any retention required for legal, regulatory or insurance purposes (for example, archiving requirements).

12.8. The obligations under this clause shall be binding on the Parties for the entire duration of the Contract and also after its termination, for whatever reason, for a period of two (2) years after the end of the Contract.

13. Intellectual and industrial property

13.1. All intellectual property rights of the Supplier (i) existing at the time of performance of the Contract or (ii) arising during the performance of the Contract, are and shall remain the sole and exclusive property of the Supplier.

13.2. Where the purpose of the Contract so requires, the Supplier grants the Customer a personal, non-transferable, and non-exclusive right to use the Supplier's intellectual property rights solely for the specific purposes set out in the Contract.

14. Liability and compensation

14.1. The Supplier may only be held liable - irrespective of the legal basis - for direct damage resulting from its own willful misconduct or gross negligence.

14.2. In no event shall the Supplier be liable for any indirect, incidental, punitive, accessory, or consequential damages, such as, but not limited to, loss of profit or revenue, loss of sales, business interruption costs, restocking costs, damage to reputation, or loss of customers, even if such damages were reasonably foreseeable.

14.3. In any event, the Supplier's liability shall be limited to an amount not exceeding the amount of the Contract, the sum of five thousand (5,000) euros, or the lesser of these two amounts.

14.4. The limitation of liability does not, however, exclude the Supplier's liability for the death of, or personal injury to, a Consumer resulting from an act or omission of the Supplier.

14.5. The exclusions of the Supplier's liability set forth in the GTC also apply to the liability of its personnel, employees, agents, representatives, deputies, suppliers and deliverers.

14.6. The Parties acknowledge that the Contract price reflects the allocation of risks arising from the Contract, as well as the economic balance intended by the Parties, and that the Contract would not have been entered into on these terms without the limitations of liability defined herein. The Parties expressly agree that the limitations of liability shall continue to apply even in the event of resolution or termination of the Contract.

14.7. Any claim against the Supplier, whether contractual or extra-contractual, which may arise from the performance of the Contract, may not be made (i) more than two (2) years after the end of the Contract or (ii) more than two (2) years after becoming aware of the event giving rise to the Supplier's liability.

14.8. The Supplier's intervention in a complaint to provide a correction or workaround shall not be construed as an admission of any liability whatsoever.

15. Force majeure and unforeseen circumstances

15.1. **Force Majeure** - The Party which suffers an Event of Force Majeure ("Affected Party") shall not be deemed to be in default of the Contract, or to be liable to the other Party by reason of delay in performance or non-performance of any of its obligations, to the extent that such delay or non-performance is due to an Event of Force Majeure. The time for performance of the obligation prevented shall be extended accordingly. Force Majeure cannot be invoked for obligations consisting of payment obligations.

An Event of Force Majeure correlatively suspends payment of the obligations affected/prevented. The Affected Party shall, as soon as reasonably practicable, notify the other Party in writing of the occurrence of an Event of Force Majeure, the date of commencement of the Event of Force Majeure and the effect of the Event of Force Majeure on its ability to perform its obligations. Upon cessation of the Force Majeure, the Affected Party shall promptly notify the other Party of such cessation and shall resume performance of the affected obligations. Where an Event of Force Majeure persists for thirty (30) consecutive days or more, either Party may terminate the part of the Contract relating to the Affected Services on a date specified by it in a written notice of termination to the other Party.

15.2. **"Force Majeure Event":** means the occurrence of an act or event beyond the reasonable control of the Affected Party which renders the performance of the Contract by the Affected Party impossible or excessively difficult or unreasonably costly with respect to the Contract, and which includes, without limitation and in addition to the cases customarily retained by applicable law or case law: (i) explosions, fires, floods, earthquakes, catastrophic weather conditions, diseases, epidemics and pandemics, including Covid-19 or monkeypox, or natural disasters; (ii) acts of war (declared or undeclared), acts of terrorism, insurrection, riot, civil commotion, rebellion or sabotage; (iii) acts of local, regional, national, foreign or international authorities or jurisdictions, states of emergency or changes in legislation; (iv) industrial disputes, lock-outs, strikes or other industrial action organized on a national level; and (v) failure or fluctuation of electrical power or telecommunications service or equipment or other essential infrastructure, expropriation, deprivation or destruction, in whole or in part, of equipment or property necessary to perform the Services (such as cables) which is not due to a maintenance defect.

15.3. **Unforeseen circumstances** - In the event of unforeseen and/or unforeseeable circumstances at the time of conclusion of the Contract making the performance of the Supplier's obligations significantly and excessively more onerous, the Supplier shall have the right, at any time, to demand a revision of the affected parts of the Contract. These circumstances must not be attributable to the Supplier, and the Supplier must not have agreed to assume the risk under the terms of the Contract. For the duration of the renegotiations, the Parties shall continue to perform their obligations. Should the Parties fail to reach an agreement, the Supplier may, with thirty (30) days' written notice, terminate the affected parts of the Contract without compensation, costs or expenses to be paid to the Customer.

16. Contract termination

16.1. **Termination for convenience** - Unless expressly provided otherwise, the Contract may not be terminated for convenience.

16.2. **Termination for cause (material breach)** - In the event that a Party commits a material breach of the Contract (hereinafter the "Defaulting Party"), the other Party shall send the Defaulting Party a notice by registered mail specifying the breach committed by the latter and the intention to apply this clause. The Party in default shall then have (i) a period of ten (10) working days following the date of receipt of such registered mail to remedy the breach or submit a concrete plan to remedy it ("Plan") (if remediable) and (ii) thereafter a further period agreed between the Parties for the execution of the Plan. If the Plan is not submitted or executed within the specified time, the Party suffering the default may, without the intervention of a judge, by simply sending a registered letter to the Party in default, terminate the Contract on the date mentioned in this second registered letter or on any other date agreed between the Parties. No compensation will be due to the Party in default.

16.3. Notwithstanding the preceding clause, in the event of non-payment of an invoice within the stipulated period and provided that the invoice has not been contested in writing by the Customer in accordance with the stipulated procedure, the Supplier may, after a reminder for payment has remained unanswered within ten (10) working days, terminate the Contract, without judicial intervention, subject to twenty (20) calendar days' notice, without any compensation being payable by the Supplier and without prejudice to the Supplier's right to claim full compensation for the damage caused to it by the termination of the Contract.

16.4. The Parties agree that the amount of full compensation for the damage caused to the Supplier by the termination of the Contract shall under no circumstances be less than the amount of the Contract.

17. Non-solicitation of personnel

17.1. Except with the Supplier's prior consent, the Customer may not, directly, or indirectly via an intermediary entity, solicit, poach or hire any person employed or engaged by the Supplier (including its subcontractors). This prohibition is valid for the duration of the Contract, as well as for a period of 12 months from the date of termination of the Contract.

17.2. A lump-sum indemnity amounting to twelve (12) months' gross full-time salary for the employee concerned will be payable by the Customer in breach of the foregoing clause. For the calculation of this compensation, the last salary paid to this employee prior to the end of his employment contract will be taken as a reference. Where the breach concerns a consultant or any other collaborator, the lump-sum compensation will be equal to twelve (12) months invoiced on the basis of the hourly or daily rate of the consultant or collaborator employed on a full-time basis.

18. Miscellaneous provisions

18.1. **Assignment** - The Customer may not assign or transfer all or part of the Contract, whether for valuable consideration or free of charge, without the Supplier's prior written consent.

18.2. **Indivisibility -** If any provision of the Contract is or becomes illegal, invalid, inapplicable, or unenforceable, the remaining provisions shall remain in full force and effect and the Parties shall negotiate in good faith its replacement by a valid and enforceable provision with effects as close as possible to the original intent of the Parties.

18.3. **Headings** - The headings of the articles of the contractual conditions are for ease of reference only and do not, in themselves, have any contractual value or particular meaning.

18.4. **Modifications** - Any modification to the Contract will require a written agreement between the Parties to be valid.

18.5. **Applicable law** - In the event of a dispute, Luxembourg law will be exclusively applicable, except for conflict of laws rules.

18.6. **Jurisdiction** - Any dispute relating to the validity, interpretation, performance or non-performance, or breach of the Contract shall fall within the exclusive jurisdiction of the courts of the City of Luxembourg, even in the event of a warranty claim or multiple defendants or plaintiffs.