

## Appendix 1: Main Product Specifications MobilityLabel Standard Services

### Mobility analysis (using MobilityAnalyst tool)

- You will receive a numerical analysis of your current situation in our online environment on factors such as travel times, distances, costs and CO2 emissions. In addition, you will receive a detailed overview of travel times per employee, per mode (car, public transport, bicycle).
- You can create and analyse mobility scenarios unlimitedly and interactively for 13 months using the MobilityAnalyst tool based on data from your company and your employees. MobilityAnalyst allows you to zoom in on a wide range of mobility indicators in terms of costs, CO2 emissions, travel times, employee histograms and vitality. Formulated scenarios can be saved and, if desired, viewed at individual employee level. See [mobilityanalyst.com](http://mobilityanalyst.com) for more information and a demo.

0-500 employees Costs: € 2.000,-	500-1,000 employees Costs: € 2.250,-	1,000-2,000 employees Costs: € 2.500,-
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### Location comparison (for moving companies)

- You will receive a numerical analysis of your current situation compared to 3 candidate locations on factors such as travel times, distances, costs and CO2 emissions.
- You will also receive geographical visualizations of all residential addresses and commuting routes.
- In addition, you will receive a detailed overview of travel times per employee, per mode of transport (car, bicycle, public transport+walking, public transport+bicycle) for each location surveyed.
- You can create and analyse mobility scenarios unlimitedly and interactively for 13 months using the MobilityAnalyst tool based on data from your company and your employees. MobilityAnalyst allows you to zoom in on a wide range of mobility indicators in terms of costs, CO2 emissions, travel times, employee histograms and vitality. Formulated scenarios can be saved and, if desired, viewed at individual employee level. See [mobilityanalyst.com](http://mobilityanalyst.com) for more information and a demo.

*Surcharge per additional location: € 500,- (standard included: current location + max. 3 candidate locations)*

0-250 employees Costs: € 2.500,-	250-500 employees Costs: € 2.750,-	500-1,000 employees Costs: € 3.000,-
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All rates are ex VAT and may depend on specific situations or wishes.

## Appendix 2: Product conditions MobilityLabel

This is a translation of the [Dutch version](#). The Dutch text is the original and shall prevail over any translation.

### 1- Offer and acceptance

1. All offers and quotations made by or on behalf of MobilityLabel shall be without obligation in terms of price, content and delivery time and shall expire after 30 days.
2. An agreement shall be concluded as soon as MobilityLabel has received and accepted the offer or contract signed for approval by the Client.
3. Additions and amendments to the agreement can only be made by mutual agreement.

### 2- Duration and termination

1. The agreement relates to the services to be delivered as stated in this offer and is automatically terminated upon delivery of the agreed goods. Different conditions may apply to new agreements.
2. The deadlines given by MobilityLabel are global and indicative only. Exceeding the time limit does not give rise to any claim for compensation or dissolution.
3. MobilityLabel shall be entitled to terminate the agreement with immediate effect without notice of default or judicial intervention if the Client has been declared bankrupt, has applied for or obtained a suspension of payments or has otherwise lost the free control over its assets. In that case, the client will not be entitled to any compensation.

### 3- Unaccountable shortcomings

1. In addition to all that is understood to be insurmountable shortcomings in the law and jurisprudence, the following circumstances also constitute insurmountable shortcomings on the part of MobilityLabel:
  - a. lack of employability of the performing persons involved, for example as a result of illness, incapacity for work, personal indispensability, strikes, or termination of employment, contract of assignment or freelance contract;
  - b. delay or shortcoming on the part of suppliers.
2. If the insurmountable shortcoming does not last longer than four weeks, MobilityLabel reserves the right to suspend the execution of the agreement until the circumstances leading to the insurmountable shortcoming no longer exist. If the insurmountable shortcoming lasts longer than four weeks, both parties are entitled to terminate the agreement prematurely without observing any notice period.

### 4- Prices

1. If a fixed price has been agreed with the Client, this fixed price shall only relate to the activities and services of MobilityLabel mentioned in the agreement. Any work and services provided by MobilityLabel on behalf of the Client in addition to or as a result of a change to them, hereinafter referred to as "additional work", shall be charged to the Client on the basis of subsequent costing.
2. The following circumstances may give rise to additional work and thus to settlement in the manner provided for in the above paragraph:
  - a. expansion or modification of the agreed package of deliverables, after it has been approved by the Client;
  - b. requirements, wishes, preconditions or expectations of the Client that have not been made known to MobilityLabel, or have not been made known to MobilityLabel in full or sufficiently clear terms at the time of entering into the agreement;
  - c. defects and shortcomings in products or services of third parties, which MobilityLabel could not reasonably foresee or on which MobilityLabel has little or no influence;
  - d. The Client's lack of cooperation in the execution of the agreement.
3. Client shall be deemed to have agreed to the execution of additional work and the associated costs if Client has allowed the execution of the additional work to take place without demonstrating that this was not desired.
4. Work for which no fixed price has been agreed will be charged to the Client on the basis of subsequent calculation and at an hourly rate of € 100.00 per hour.
5. If a guide price is included in the quotation, the amount stated is no more than a non-binding estimate of the costs.
6. All prices are exclusive of VAT and other levies imposed by the government.

#### 5- Terms of payment

1. Invoicing takes place upon completion of the order.
2. Invoices must be paid no later than 30 days after the invoice date, including VAT and into the bank account to be designated by MobilityLabel. In the event of late payment, the Client shall be in default by operation of law and shall owe default interest equal to the applicable statutory interest from the due date, even without any notice of default being required. If MobilityLabel passes on its claim against Client for collection, Client shall owe all judicial and extrajudicial costs involved in collection, whereby the extrajudicial collection costs shall be fixed by the parties at 15% of the principal sum and interest with a minimum of € 250,- excluding VAT.
3. The Client must inform MobilityLabel in writing of any objections to the MobilityLabel invoice within two weeks of the invoice date, failing which the Client shall be deemed to have agreed to the amount of the invoice.

#### 6- Secrecy

1. The parties shall observe mutual confidentiality with regard to all information of which the party concerned has become aware in a relationship governed by these terms and conditions, and of which it must be clear that the other party wishes this to be kept confidential.

#### 7 - Information

1. The client shall make all information and documents required by MobilityLabel for the correct execution of the awarded order available on time, in the desired form and in the desired manner.
2. MobilityLabel shall be entitled to suspend the execution of the order until such time as the client has fulfilled the obligations referred to in the previous paragraph.
3. The client guarantees the correctness, completeness and reliability of the data and documents made available to MobilityLabel. MobilityLabel is not liable for any damage resulting from incorrect or incomplete information provided by the client.

#### 8 - Liability, indemnities and exclusions

1. Insofar as MobilityLabel's activities depend on the cooperation, services and deliveries of third parties, MobilityLabel cannot be held liable in any way for any damage whatsoever arising from these relations with MobilityLabel or the termination thereof, regardless of whether this damage arises or becomes visible during the relationship with MobilityLabel.
2. MobilityLabel shall not be liable for damage resulting from imperfections or shortcomings in equipment or software manufactured by parties other than MobilityLabel.
3. If MobilityLabel's liability for damage suffered by the Client must already be assumed, its liability shall be limited to a maximum of the amount of the price stipulated for that agreement (excl. VAT). Any liability on the part of MobilityLabel for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage, consequential damage or damage due to loss of turnover or profit.

#### 9- Reservation of title

1. All delivered goods shall remain the property of MobilityLabel as long as the other party has not yet made full payment for the goods delivered by MobilityLabel or work carried out by MobilityLabel pursuant to such an agreement, or for any claim by MobilityLabel on account of the client's failure to fulfil such an agreement.

#### 10 - Dispute settlement and applicable law

1. If one or more articles of these terms and conditions are declared invalid by a judicial decision, other provisions of these terms and conditions shall remain in full force and MobilityLabel and the Client shall enter into consultation in order to agree on new provisions to replace the provisions that are invalid or that have been annulled, whereby the purpose and purport of the invalid or annulled provisions shall be taken into account as much as possible.
2. All offers made and agreements entered into under these terms and conditions shall be governed exclusively by Dutch law. All disputes, directly or indirectly arising from or related to the agreement, can only be brought before the competent court in Utrecht.