



# General Terms and Conditions

## DRS Recovery

Valid from 13 May 2019

### 1. Definitions

- 1.1. **DRS:** DRS Recovery, KvK num.: 74771914, VAT num.: NL002420062B89.
- 1.2. **Customer:** A private or legal person who places a data recovery job.
- 1.3. **Data recovery:** The process of extraction of data from a failed/corrupted/deleted storage media and delivering it to Customer in readable format.
- 1.4. **Contract:** Order from Customer to DRS to carry out a data recovery job or another written contract agreed between Customer and DRS.
- 1.5. **Products:** All services and products delivered by DRS.
- 1.6. **Price:** The price of a data recovery job is fixed and is published on the DRS website. Customer has to fill in an Evaluation form and send it with the storage media to DRS. If DRS is able to recover more than 80% of the data required Customer is obliged to pay the full price. If less than 80% of the data required can be recovered Customer will get a revised offer from DRS for a lower price which he can accept or reject. If the offer is rejected or no data at all can be recovered “No Cure, No Pay” applies.
- 1.7. **“No Cure, No Pay”:** Should DRS succeed to recover no (or not sufficient) data then Customer will be charged nothing except for possible Extra Services and shipping costs.
- 1.8. **Extra Services:** Services not included in the standard service level such as an “Urgent job”, “Spare parts” or a “Hard disk with a broken factory sticker”.
- 1.9. **Standard working hours :** Standard working hours 09:00 - 17:00 Central European Time and days (Monday to Friday) excluding all Dutch National holidays.

### 2. Applicability

- 2.1. These Terms and Conditions are applicable to all Contracts, Evaluation forms, offers and all services delivered by DRS, unless something else written has been agreed upon.
- 2.2. Possible General Terms and Conditions (or similar) of Customer are not applicable and will be rejected by DRS.

### 3. Signing a Contract

- 3.1. The contract is considered signed at the moment when a signed Evaluation form is received. The contract is based upon the information specified by Customer.
- 3.2. Verbal agreements or promises of any sort from employees of DRS are only valid if confirmed and signed by the General Manager of DRS.
- 3.3. Every party has the right to immediately cancel the contract without any judicial verdict should the other party be declared bankrupt or entered a Chapter 11 stage. DRS is authorized to cancel the Contract should Customer do not keep his obligations.

- 3.4. DRS is authorized to cancel all activities in case Customer doesn't submit a filled in and signed Evaluation form and shows obvious signs that will not keep its obligations.
- 3.5. DRS is authorized to cancel all activities in case Customer doesn't submit a filled in and signed Evaluation form and shows obvious signs that will not keep its obligations.
- 3.6. The Contract enters into force for the period of the Contract unless something else written has been agreed upon between both parties.

#### **4. Turnaround times**

- 4.1. All turnaround times are indicative and declared according to the information delivered by Customer at the moment of signing the Contract. DRS will do its best to recover the data within these time frames.
- 4.2. Turnaround times mentioned should therefore not be considered fatal and promised. Customer will be immediately notified and a new turnaround time will be specified, should DRS consider during the recovery process that the typical turnaround times will be exceeded.

#### **5. Assistance/Informational obligations of Customer**

- 5.1. All orders will be processed according to information (such as names of files, specifications, wishes, etc.) supplied by Customer. Customer is fully responsible for the authenticity of this information.
- 5.2. Customer will not keep DRS liable with any kind of claim or indictment with regard of the information supplied.
- 5.3. Customer will always grant DRS timely assistance towards any kind of information necessary to recover the data.
- 5.4. DRS is authorized to cancel the Contract and cease all data recovery activities should requested data not be timely or according to agreements supplied by Customer or should Customer in any other way do not keep his obligations.

#### **6. Confidentiality**

- 6.1. Both DRS and Customer are mutually obliged to keep all information (names and contents of files, directories, customers, products, services, etc.) supplied by the other party strictly confidential. All this information can only be used in order to successfully finalize the data recovery job according to the Contract signed.

#### **7. Responsibilities**

- 7.1. DRS is not responsible in any way for indirect damages or losses of Customer, financial losses or missed profits, losses due to delay of the data recovery or due to data been non-recoverable.

#### **8. Infirmary**

- 8.1. In case one or more of these paragraphs are declared void by an official judicial body then all others remain valid and in force.



## 9. Risks

- 9.1. The risk of sending the storage media to DRS is entirely to Customer.
- 9.2. The risk of future problems with the temporary storage media after the moment DRS has delivered the recovered data and Customer has confirmed that they are in readable format is entirely to Customer.

## 10. Data recovery

- 10.1. The data recovery services are carried out according to the “No Cure, No Pay” rule, excluding extra services. After evaluation of the failed storage media Customer will be informed about the data that can be recovered. If DRS is able to recover more than 80% of the data required Customer is obliged to pay the full price. If less than 80% of the data required can be recovered Customer will get a revised offer from DRS for a lower price which he can accept or reject. If the offer is rejected or no data at all can be recovered “No Cure, No Pay” applies, i.e. Customer has no further financial obligations, except for shipping costs and possible extra services.
- 10.2. Delivery of the recovered data is been carried out after payment of the service.
- 10.3. Customer declares to be aware that recovery of data (all or partially) is not always possible.
- 10.4. All data recovery activities will generally be carried out during standard working hours and under normal working conditions.
- 10.5. Customer has to pay for the shipping costs or to initiate shipment back by himself, should his data recovery job be unsuccessful. In case Customer do not do any of these actions within one month after completion of his job, DRS will presume that Customer is not interested in having the faulty storage medium back, the latter will than be dismantled and destroyed