

# General terms Customs Trade BV.

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### 1. General

These terms and conditions define the following:

1.1. Customs2Trade: Customs2Trade Consultancy, based in Zeist, registered in the commercial register of the Chamber of Commerce 64281604 registered for VAT NL85559737B01.

#### 1.2. Customer

The natural or legal person who has given Customs2Trade order to perform work, or is negotiating a possible work order.

#### 1.2. Activities

All work that has been commissioned, or that is done by Customs2Trade for the Client. The above applies in the broadest sense of the word and in any case includes the work as specified in the order confirmation.

#### 1.3. Order Confirmation

Confirmation of Customs2Trade to the Client in writing, or email which is sent to the client and stating what work will be performed by Customs2Trade.

### 2. Applicability

2.1. These terms and conditions are applicable to the preparation, content and work performed under all agreements entered into by Customs2Trade within the framework of carrying out and implementation of work.

2.2. Any general conditions of the customer may apply to the agreements entered into with Customs2Trade however they only apply insofar these do not conflict with the conditions in this document. In case of doubt or disagreement the terms of Customs2Trade in this document shall prevail.

### 3. Commencement and duration contract

3.1. The agreement is for an indefinite period, unless it can be determined from the nature or scope of the assignment that it is entered for a specified period.

### 4. Execution of assignment or work order

4.1. Customs2Trade at its sole discretion determines how the work is carried out. Customs2Trade will where possible and relevant take into consideration any instructions from the Client provided they are communicated timely, do not conflict with the expected outcome of work performed nor will they lead to additional time spend or other financial- or operational consequences, not foreseen when accepting the order.

4.2. Customs2Trade has the right, without prior notification, to have certain activities carried out through a by Customs2Trade designated person or third party, if this is desirable or necessary in the opinion of Customs2Trade with respect to optimal performance and delivery against the contract.

## 5. Fee

5.1. The fee of Customs2Trade is calculated in accordance with the usual rates of Customs2Trade. The fee is payable to the extent Customs2Trade activities for or on behalf of the Client are performed.

5.2. In consultation with the Client the fee can also be agreed in a different manner. In such cases this fee will be recorded in the order confirmation.

5.3 Prior to the commencement of activities related to the Client's work order or during the activities of this, Customs2Trade has the right to suspend the execution of the work until the Client has paid a reasonably and fairly determined advance payment for the work to be performed by Customs2Trade. This advance payment will be deducted from the last invoice for the work to which the payment of the advance relates.

5.3. The fee of Customs2Trade, plus any advances and invoices from third parties involved, including chargeable VAT and out of pocket expenses will be invoiced per month or immediately after completion of the work by Customs2Trade. Client and customs2Trade can mutually agree about a different scheme of invoicing.

## 6. Payment

6.1. Payment of the amount invoiced to the Client is required to be made within 30 calendar days after the invoice date, in Euro, through payment to a bank account designated by Customs2Trade, without any right to discount or settlement.

6.2. If Client fails to pay within the aforementioned deadline or fails to pay within and adjusted term agreed, Client is legally in default on the basis of which Customs2Trade, without warning or notice, has the right from the due date to charge statutory interest rate until the date of full settlement, all this without prejudice to any other rights Customs2Trade is entitled to.

6.3. All costs resulting from judicial or extrajudicial collection of the claim is borne by the Client. The extrajudicial costs are set at a minimum of 15% of the claimed amount, with a minimum of EUR 250.

## 7. Disagreements and complaints

7.1. A complaint regarding the work performed and / or the invoice amount must be send in writing within 30 days of the dispatch of the documents or information to which such complaint relates to or within 15 days after the finding at the Client whereby it needs to be demonstrated that the shortcoming could not have been reasonably detected at an earlier point in time.

7.2. A complaint as referred to in the first paragraph does not suspend the payment obligation of the Client.

7.3. If the complaint is not lodged in time all rights of the Client in connection with the complaint will cease to be valid.

## 8. Liability

8.1. Customs2Trade accepts no liability for damage of any kind arising from or in connection with activities other than by demonstrated intent or gross negligence from Customs2Trade.

8.2. The liability of Customs2Trade is in all instances restricted to the invoice value of the part of the agreement, from which the said liability arises or to the maximum amount that can be reimbursed under the coverage of the liability insurance of Customs2Trade if the amount is less than the amount of the invoice value. For assignments that run for more than three months, a further limitation of liability is applicable to the amount invoiced over the last three months.

8.3. The liability of Customs2Trade only relates to possible fines amount as in the first paragraph (8.1) and will never be applicable to (customs) duties, taxes and / or excise duties.

8.4 Any possible claims of the Client referred to in this article must within 3 months after completion of the work be send by registered mail to Customs2Trade, failing of which all rights of the Client are waived.

#### 9. Confidentiality and exclusivity

9.1. Customs2Trade is obliged to keep all information confidential towards third parties not involved in the work. This confidentiality applies to all information of a confidential nature that is provided by the Client and the results obtained by their processing. This confidentiality does not apply if legal rules require Customs2Trade to adhere to an imposition or a disclosure requirement.

9.2. Customs2Trade is not entitled to use the information that is made available by Client for other purposes than necessary within the context of the work order, unless otherwise agreed.

9.3. Any third parties involved by customs2trade to conduct the work, in relation to paragraph 4 will not be contacted directly by Client nor will Client make any commitment, release any work order or solicit any proposals for work to these parties, without the agreement of customs2trade BV, within 2 years after the completion of the work delivered by Customs2trade BV.

#### 10. Intellectual property rights

10.1. All intellectual property rights resting on or linked to the products and activities performed by Customs2Trade are held solely by Customs2Trade or third parties. All from Customs2Trade obtained information and material is intended for private use only by the Client or his organization.

10.2. The Client is not permitted for the products obtained to reproduce in any way, in whole or in part or to make public, except with the prior written permission of Customs2Trade. The agreement with the Client in no way extends to the transfer of any intellectual property or to any license fee, unless explicitly stated otherwise.

#### 10. Governing law and dispute settlement

11.1. All agreements between the Client and Customs2Trade which these general conditions apply, are under Dutch law. Where there are disputes about the interpretation of articles in this English version, the Dutch version and the meaning of that shall prevail.

11.2. All disputes, disagreements and other issues between Customs2Trade on the one hand and the Client on the other, which arises out of the contract or connected with the contract or with the cancellation of the contract, shall be notified in writing to the other

party. In addition, the dispute or disagreement will be supported by explanation and possible solutions or alternatives will be offered. Based on the aforementioned, the parties will get together to find an amicable solution. When no solution can be agreed upon, the parties may refer the dispute or disagreement to an Arbitration Committee, which consists of a group of three arbitrators. Each party chooses one arbitrator and one arbitrator appointed by the two experts who were chosen by the parties. The decision of the Arbitration commission is always decisive.