

General Terms & Conditions Trade Facilitation B.V.

General

Trade Facilitation B.V. is a limited liability company according to Dutch Law, located in Teteringen, and is registered at the Chamber of Commerce with number 51012510 and registered for Value Added Tax (VAT) purposes with VAT number NL823043022.B01.

Trade Facilitation B.V. (hereafter referred to as: Trade Facilitation) is a Customs & International Trade advice and consultancy company. Trade Facilitation is exclusively regarded as the contractor by the Client.

Client: the private individual or the legal entity who contracts Trade Facilitation for providing services or who negotiates the assignment.

Assignment: the agreement on the services to be provided by Trade Facilitation to the Client.

Applicability

These general terms & conditions are applicable to the realisation, the content and compliance of all customs & international trade advice assignments with Trade Facilitation.

The general terms and conditions of the Client are only applicable to the assignment in so far as they are consistent with the present general terms & conditions. In case of inconsistency the general terms & conditions of Trade Facilitation prevail.

Time of Commencement and Duration

The agreement is entered into for an unlimited time unless the nature or tenor of a given assignment indicates that it concerns a limited timeframe. The agreement is subject to a yearly review.

Compensation

The compensation of Trade Facilitation is ascertained by applying the regular hourly rates. The regular rates will become due according to the degree to which the service is performed by Trade Facilitation on behalf of the Client.

In agreement with the Client there can be other means to ascertain the compensation. This needs to be explicit in the assignment confirmation.

Payment

Payment of the invoiced amount by the Client needs to be executed within 30 calendar days after the invoice date by means of a bank transfer to the bank account of Trade Facilitation without any entitlement to a discount. All costs related to judicial and extrajudicial collection are for the account of the Client

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Liability

Trade Facilitation will perform its services to the best of its ability and with the required due care. In case of damages due to a mistake caused by wrong or incomplete information provided by the Client or a third party, Trade Facilitation is not liable for those damages.

Trade Facilitation does not accept any liability of any nature or related to the assignment other than damages caused by wilful misconduct or gross negligence. In all cases the liability will be limited to the total invoiced amount by Trade Facilitation related to the assignment. For assignments that have a longer lead time than half a year, an additional limitation is applicable: the before mentioned liability for the assignment is limited to the total invoice amount of the last six months.

Confidentiality

To the extent that, in connection with the assignment, either Trade Facilitation or the Client comes into possession of confidential information, it shall not disclose such confidential information to any third party without the disclosing party's consent.

In principle all information, and the results of processing the information, that is made available by the Client is confidential unless the Client explicitly states that sharing of that information is permitted.

Confidentiality does not apply as far as Trade Facilitation has a legal obligation to provide information. Trade Facilitation is not authorised to use the information provided by the Client for any other purpose other than for which it was provided unless otherwise agreed.

Dispute Settlement

The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with the assignment promptly through negotiations between senior management. All possible disputes emerging from or related to the assignment and/or every invoiced amount, will need to be notified to Trade Facilitation by written statement within 60 days after receipt of the concerning documentation or information about which the Client is making a claim.

The assignment, including all matters relating to it, shall be governed by, and construed in accordance with, the laws of The Netherlands. Any claim arising out of or relating to the assignment or the services shall be brought before and maintained exclusively in the District Court of Breda, The Netherlands.