



## Standard Terms and Conditions of Customs Knowledge B.V.

### 1. General

In these Standard Terms and Conditions:

- 1.1. *Customs Knowledge* means Customs Knowledge B.V., having its registered office in Langezwaag, the Netherlands, and listed in the Chamber of Commerce's Commercial Register under number 1117489.
- 1.2. *Client* means the person or entity giving Customs Knowledge an order for the performance of activities or negotiating an order.
- 1.3. *Activities* means all activities for which an order is given or which are performed by Customs Knowledge on any other account. The foregoing applies in the broadest sense and includes at least the activities stated in the order confirmation, the additional activities and orders.
- 1.4. *Order Confirmation* means confirmation by Customs Knowledge sent to Client by post, fax or e-mail and stating the Activities that Customs Knowledge will perform.

### 2. Applicability

- 2.1. These Standard Terms and Conditions are applicable to the conclusion, content and performance of all agreements entered into by Customs Knowledge within the scope of the performance of the Activities. Customs Knowledge performs activities based on an order confirmation only.
- 2.2. The Client's terms and conditions shall only apply to agreements entered into with Customs Knowledge if and to the extent that such terms and conditions are not in conflict with the present Standard Terms and Conditions. In case of doubt as to whether such conflict exists, the Standard Terms and Conditions used by Customs Knowledge shall prevail.

### 3. Commencement and duration of agreement

- 3.1. This agreement is entered into for an indefinite period of time unless it is obvious from the nature or tenor of the issued order that it was entered into for a specific period of time.

### 4. Performance of order

- 4.1. Customs Knowledge determines the manner in

which the Activities will be performed. Where possible, Customs Knowledge will give consideration to any appropriate instructions timely issued by Client in respect of the execution of the order.

- 4.2. Customs Knowledge is entitled, without having to notify Client, to have certain Activities performed by any person or third party designated by Customs Knowledge if this is advisable, at Customs Knowledge's discretion, for an optimum execution of the order for the parties. Parties explicitly agree that articles 7:404 and 7:407 sub 2 Dutch Civil Code do not apply to the activities.

### 5. Fee

- 5.1. Customs Knowledge's fee will be calculated based on the normal hourly rates charged by Customs Knowledge. The fee will be due by Client for Activities to the extent that these have been performed by Customs Knowledge for Client.
- 5.2. Customs Knowledge may agree with Client to determine the fee in any other way, which must then be stated explicitly in the order confirmation.
- 5.3. Prior to the commencement of and during the Activities, Customs Knowledge is entitled to postpone the performance of the Activities to the moment Client has paid a fair and reasonable advance to Customs Knowledge for the Activities to be performed. Such advance will be deducted from the amount of the last invoice for the Activities to which the payment of the advance relates.
- 5.4. Customs Knowledge's fee, increased where necessary by disbursements and invoices from any engaged third parties, and inclusive of any applicable value added tax ("VAT") tax, will be charged to Client on a monthly basis or immediately following completion of the Activities. Customs Knowledge retains its rights to send an invoice for its Activities at any other moment in time.

### 6. Payment

- 6.1. Payment of the invoice amount must be made by Client in Euros within 15 days of the invoice date by paying the due amount into the bank account designated by Customs Knowledge, without any entitlement to any discount or setoff.



- 6.2. If Client fails to pay within the aforementioned term or within any other agreed term, he is legally in default, and Customs Knowledge will be entitled, without having to send any further warning or default notice, to charge Client with statutory interest from the due date up to the date of full settlement, all without prejudice to any other rights that Customs Knowledge may have, including but not limited to the immediate suspension of Activities until payment has been received in full, without any liability for Customs Knowledge for any damage that might be incurred by Client.
- 6.3. All costs relating to judicial or extrajudicial collection of debts are for Client's account. Extrajudicial costs are set at a minimum of 15 % of the amount claimed, with a minimum of EUR 250.
- 7. Complaints**
- 7.1. Any complaint relating to any Activities performed and/or to any amount invoiced must be notified to Customs Knowledge in writing within 30 days following the date of dispatch of the documents or information that Client has a complaint about, or within 15 days following the discovery of the defect if Client can demonstrate that he could not have reasonably discovered the defect at an earlier stage.
- 7.2. A complaint as referred to in the first paragraph does not exempt Client from his obligation to make payment.
- 7.3. If a complaint is not lodged in time, all of Client's rights relating to that complaint have lapsed.
- 8. Liability**
- 8.1. Customs Knowledge accepts no liability for any loss, of whatever nature, arising from or relating to Activities, except when caused willfully or by gross negligence on the part of Customs Knowledge.
- 8.2. Customs Knowledge's liability is at all times limited either to the maximum of the invoice value of the part of the agreement from which the liability results or to the amount that is paid out under Customs Knowledge's liability insurance policy if that payment is less than the amount of the invoice value.
- 8.3. Any liability of employees, persons, third-parties, directors of Customs Knowledge or directors of third-parties is explicitly excluded. These employees, persons, third-parties and directors have the right to invoke this third-party clause, that was stipulated on their behalf.
- 9. Confidentiality and exclusivity**
- 9.1. Customs Knowledge is required to maintain in the Activities. Such secrecy relates to any information of a confidential nature provided to him by Client as well as to any results obtained by processing such information. Such secrecy shall not apply if and to the extent that the law or professional rules require Customs Knowledge to provide particular information.
- 9.2. Customs Knowledge is not entitled to use any information provided to him by Client for any purpose other than for which it obtained such information.
- 10. Intellectual property rights**
- 10.1. All intellectual property rights vested in or attached to products supplied or Activities performed by Customs Knowledge shall rest exclusively with Customs Knowledge or third parties. Any information and materials obtained from Customs Knowledge are intended only for use by Client itself or by its organization itself.
- 10.2. Client is not allowed to reproduce or publish all or a part of the obtained products in any way unless with the prior written permission of Customs Knowledge. The agreement with Client is not intended in any way to assign any intellectual property right or any license right unless expressly provided otherwise.
- 11. Communication**
- 11.1. If communication between the parties takes place by electronic means, such as email and data-transmission, both parties will see to it that they have applied a standardized virus protection program. Customs Knowledge will not be liable for any damage resulting from the transmission of viruses and/or other irregularities in the electronic



communication and for not received or damaged messages. The transmission of emails and other forms of data will not be encrypted unless parties explicitly agree otherwise.

### **12. Applicable law and competent court**

- 11.1. All agreements between Client and Customs Knowledge that are subject to these Standard Terms and Conditions shall be governed by Dutch law.
- 11.2. Any dispute shall be referred to exclusively by the competent court in Leeuwarden, the Netherlands.

Langezwaag, September 2010