

General terms & Conditions Akkermans Customs Consultancy

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1. General

The following definitions apply to these General Terms & Conditions:

1.1. *Akkermans Customs Consultancy*: Akkermans Customs Consultancy, domiciled at Landgraaf, the Netherlands, Chamber of Commerce registration number 14096262, VAT registration number NL.0409.40.275.B01.

1.2. *Client*: the party commissioning the engagement.

1.3. *Activities*: All activities agreed in the engagement or performed for any other reason by Akkermans Customs Consultancy. The before mentioned applies in the broadest sense of the word and includes at least the activities listed in the engagement letter.

1.4. *Engagement letter*: confirmation of Akkermans Customs Consultancy send to the Client by mail, by fax or by e-mail and listing the Activities to be performed by Akkermans Customs Consultancy.

2. Applicability

2.1. These General Terms and Conditions are applicable to any provision of services to the Client by Akkermans Customs Consultancy, except where provided otherwise in the Engagement Letter.

2.2. Akkermans Customs Consultancy explicitly rejects the applicability of the Client's General Terms and Conditions unless they are in line with this General terms and conditions. In case of doubt or conflict the General Terms and Conditions of Akkermans Customs Consultancy prevail.

3. Currency of engagement

3.1. The engagement is concluded for indefinite time unless from the nature of the Activities or the tendency of the engagement can be concluded that the engagement is for a determined period.

4. Execution engagement

4.1. Akkermans Customs Consultancy determines the way the Activities are executed.

If possible Akkermans Customs Consultancy may consider responsible directions of the Client for the execution of the Activities if and when received in time.

4.2. Akkermans Customs Consultancy has the right to have activities executed by a third party (appointed by Akkermans Customs Consultancy) without notice to the Client if this is desirable for both parties for the optimal execution of the Activities in the opinion of Akkermans Customs Consultancy.

5. Fee

5.1. The fee of Akkermans Customs Consultancy is determined considering the usual hourly rates of Akkermans Customs Consultancy. The fee is owed to

the extent that Akkermans Customs Consultancy has performed Activities on behalf of the Client.

5.2. In mutual agreement the fee can be agreed in a different way. This must be explicitly entered in the Engagement Letter.

5.3. Akkermans Customs Consultancy has prior to the commencement of the Activities and between times the right to suspend the execution of activities until the moment that the Client has paid an advance payment that is reasonable and fair. The advance payment will be balanced in the last invoice for the Activities to which the advance payment relates.

5.4. The fee of Akkermans Customs Consultancy, if applicable increased with advance payments and or declarations of hired third parties, are issued to the Client on a monthly basis or directly after completion of the Activities. The invoice(s) include VAT if applicable and out-of-pocket costs.

6. Payment

6.1. The Client is required to pay the fee charged without any deduction, discount or debt settlement no later than 30 days after the invoice date. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by Akkermans Customs Consultancy.

6.2. If the Client fails to pay within the period referred to in 9.1 above, it is in default by operation of law after having been reminded by the Contractor at least once that payment is due within a reasonable period. In that case, the Client is liable to pay statutory interest on the credit balance with effect from the date on which the payment became due until the date of payment. In addition, all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at at least 15% of the principal plus interest (with a minimum of EURO 250), without prejudice to the Akkermans Customs Consultancy's right to collect the actual extrajudicial costs in excess of this amount. The judicial costs comprise all costs incurred by Akkermans Customs Consultancy, even if they exceed the statutory rate.

7. Complaints

7.1. Akkermans Customs Consultancy must be notified in writing of complaints relating to the work carried out and/or the invoiced amount within 30 days of the date of dispatch of the documents or information in respect of which the Client is filing a complaint, or within 15 days of the discovery of the shortcoming, if the Client proves that the shortcoming could not have reasonably been discovered previously.

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7.2. Complaints as referred to in the first paragraph do not exempt the Client from its obligation to pay.

7.3. In case complaints have not been filed in time the Client waives all rights related to the complaint.

8. Liability

8.1. Akkermans Customs Consultancy accepts no liability for damage of any kind resulting from or related to the Activities other than by intentional act or omission, or intentional recklessness of Akkermans Customs Consultancy.

8.2. The liability of Akkermans Customs Consultancy is in all cases limited to the utmost being the invoice value of the part of the Engagement, of which the liability results with a limit of 6 months of invoicing.

8.3. The liability of Akkermans Customs Consultancy only relates to eventually run into fines and never to dutiable or assessed (import) duties, taxes and/or excises.

9. Confidentiality

9.1. Unless (i) Akkermans Customs Consultancy is obliged under any national or international statutory provision, regulation or other rule (of professional practice) to make the information known, or (ii) Akkermans Customs Consultancy or persons affiliated with or working for the Akkermans Customs Consultancy represents itself/represent themselves in disciplinary, civil, administrative or criminal proceedings in which this information might be of importance, both Akkermans Customs Consultancy and the employee(s) assigned by Akkermans Customs Consultancy will neither disclose confidential information and personal data nor provide such information to third parties, other than those involved in the Engagement.

9.2. Akkermans Customs Consultancy has the right to state to its (commercial) relations the Client's name and in general terms the activities performed, provided that this only serves as a description of Akkermans Customs Consultancy's experience.

10. Intellectual property rights

10.1. Akkermans Customs Consultancy reserves all intellectual property rights in relation to products of the intellect it uses or has used and/or develops or has developed within the framework of the execution of the engagement, the copyrights or other intellectual property rights to which it holds or can exercise.

10.2 The Client is explicitly prohibited from reproducing, publishing or using for commercial purposes, whether alone or involving third parties, those products, including computer programs, systems designs, working methods, opinions, contracts and model contracts and other products of

the intellect, all in the broadest sense of the word.

These products cannot be reproduced and/or published and/or used for commercial purposes unless Akkermans Customs Consultancy has given its written consent. The Client has the right to reproduce the written documents for use within its own organisation where this is in line with the purpose of the engagement.

11. Applicable law and jurisdiction

11.1. All Contracts between the Client and Akkermans Customs Consultancy are governed by the laws of the Netherlands.

11.2. Unless the parties expressly agree otherwise in writing, all disputes between the Client and Akkermans Customs Consultancy relating to this Contract will be documented and communicated to each other. Parties then will come together to settle the dispute.

In case the dispute is not settled both parties can appoint an arbiter and one arbiter is appointed by the appointed arbiters. The three arbiters will judge and decide on the dispute. The decision of the Arbiters is binding.

11.3 The Dutch version of this General terms and Conditions remains leading.

Landgraaf, September 2016