



Customs & Trade Regulatory Law Firm

General Terms and Conditions

1 General

1.1 These general terms and conditions shall apply to all assignments, follow-up assignments, changed assignments and/or subsequent assignments accepted by Customs & Trade Regulatory Law Firm B.V. (CTR Law) and to all legal relationships arising from and/or relating to these assignments.

1.2 All assignments are accepted and performed by CTR Law, even if it is/was the express or implied intention that the assignment be performed by a specific individual. The applicability of Articles 7:404 and 7:407, Clause 2 of the Dutch Civil Code is expressly excluded.

2 Obligations of the parties

2.1 CTR Law will use its best endeavors to perform the agreement with the Client with the necessary care and expertise. However, CTR Law does not guarantee that the proposed result will be achieved.

2.2 The Client is obliged to inform CTR Law of all facts and circumstances that may be relevant to the correct performance of the agreement and provide CTR Law with all documents, data and information required by it in a timely manner. The Client warrants that all documents, data and information made available to CTR Law are correct and complete.

3 Liability

3.1 Any liability of CTR Law shall be limited to the amount covered under CTR Law's professional liability policy/policies in the matter concerned. If for whatever reason no compensation is paid under the professional liability policy/policies, any liability shall be limited to twice the amount

paid to CTR Law by the Client in the calendar year in question on the grounds of work performed for the Client, up to a maximum of EUR 5,000.00 (including VAT).

3.2 If the Client discovers or should reasonably have discovered a possible ground for a valid claim against CTR Law, the Client must immediately inform CTR Law in writing of the existence of that alleged claim against CTR Law, in a properly documented and substantiated manner, on pain of forfeiture of rights. The right to compensation shall lapse within 12 months of the occurrence of the event that caused, whether directly or indirectly, the damages for which CTR Law is liable by law, without prejudice to the provisions of Article 6:89 of the Dutch Civil Code.

3.3 CTR Law is in no event liable for any indirect loss, consequential loss or loss of profits.

3.4 Third parties to be engaged by CTR Law shall, if possible, be selected in consultation with the Client and with due care. CTR Law shall not be liable for any failure or default by any such third party. The Client authorises CTR Law to accept any limitation of liability stipulated by third parties on behalf of the Client.

3.5 Assignments shall be performed exclusively on behalf of the Client. Third parties cannot derive any rights with regard to the contents of the activities carried out by CTR Law.

4 Fee and payment obligations

4.1 CTR Law charges a fee for its work which, in principle, is based on an hourly rate and the costs incurred by third parties (to be increased by VAT). CTR Law has the right to change the hourly rate that it charges. Such a change also applies if it has not been announced beforehand. CTR Law may at any time demand that the Client pay an advance payment.

4.2 CTR Law's invoices must be paid within 14 days after the invoice date without the right of suspension or set off.

If the Client fails to fulfill any payment obligation towards CTR Law the Client is in default.

All judicial and extrajudicial costs incurred by CTR Law that are related to the collection of its claims are payable by the Client, subject to a minimum of 10% of the outstanding invoices.

4.3 CTR Law has the right to set off any amounts that it owes or may reasonably owe the Client against any condition and/or reasonably foreseeable claims against the Client.

4.4 In the event of late payments of invoices, CTR Law is entitled to suspend its work related to the engagement in question.

5 Other provisions

5.1 CTR Law and the Client may prematurely terminate the engagement at any time.

5.2 Dutch law applies to the legal relationship between the Client and CTR Law. The Rotterdam District Court shall have exclusive jurisdiction concerning disputes between CTR Law and the client.

5.3 These general terms and conditions have been drawn up in the Dutch and in the English language. The Dutch text is binding.

5.4 These general terms and conditions can also be found at www.ctr-law.com.