

Artikel 1. Definitions and interpretation

1.1. Capitalised words in these general terms and conditions have the meanings set out below, unless the context manifestly indicates otherwise.

Article: an Article in these general terms and conditions.

Service: the Service provided by NH Trade & Compliance B.V. (hereinafter referred to as '**NH**'), including Delivery, offered and/or performed for the benefit of the Customer under an Agreement and/or on the basis of these general terms and conditions.

Consumer: any natural person acting outside their business or professional activities.

Customer: all Consumers, legal entities or persons or other entities that have entered into, or intend to enter into, an Agreement with NH.

Delivery: the actual Delivery of a Service by NH.

Agreement: a written consensus whereby NH undertakes to provide a Service to the Customer and the Customer undertakes to take Delivery of the Service, as well as all legal and other acts related to this.

NH: the private limited liability company NH Trade & Compliance B.V., listed in the commercial register of the Chamber of Commerce under number 14102996.

Goods: all the Customer's goods imported or exported by NH as a direct or indirect representative from or in the European Economic Area (hereinafter referred to as the '**EEA**').

1.2. Wherever the term 'in writing' or 'written' is used in these general terms and conditions, it means in writing, by email, via NH's website or by any other electronic means agreed between the Customer and NH, through which messages are stored and can be made readable within a reasonable period of time.

1.3. In these general terms and conditions, nouns, pronouns and verbs in the singular include the plural as well, and vice versa, always to the extent dictated by the context.

1.4. Words such as 'including', 'such as', 'inter alia' or 'in any event' are used in these general terms and conditions as examples and to indicate that the enumeration to which they refer is not exhaustive.

1.5. The headers in these general terms and conditions are inserted for ease of reading only and are expressly not intended to influence the interpretation of these general terms and conditions.

Artikel 2. General

2.1. These general terms and conditions apply to all legal relationships between NH and the Customer, including all Agreements, offers, quotations and requests whereby NH

undertakes to provide, or proposes to provide, Services to a Customer.

2.2. Once the Customer has entered into a legal relationship with NH subject to these general terms and conditions, these general terms and conditions will also apply to any subsequent legal relationships, even if they have not been made available to the Customer prior to or at the time of entering into it.

2.3. NH is entitled to unilaterally amend these general terms and conditions. The Customer will be deemed to have accepted any amendment to these general terms and conditions with effect from the effective date determined by NH if it has not notified NH of its objections in writing within eight (8) days of written notification of the amendments.

2.4. Insofar as NH and a Customer reach further arrangements in writing in addition to these general terms and conditions that conflict with these general terms and conditions, offers and/or quotations, those further arrangements take precedence.

2.5. If a provision in these general terms and conditions is void or voidable, this will not result in these general terms and conditions being void or voidable in their entirety or in another provision thereof being partially or entirely void or voidable. If there is a void or voided provision, NH will replace it with a valid provision that most closely approximates the purport of the void or voided provision.

2.6. Insofar as these general terms and conditions have been translated into a language other than Dutch, any legal or other terms used will be interpreted in accordance with their interpretation in the Dutch language.

2.7. NH's administration is decisive in all circumstances.

Artikel 3. Offers and formation of Agreement

3.1. All NH offers and quotations are non-binding and NH may revoke them at any time, even after the Customer has accepted the offer.

3.2. Agreements come into effect only (i) by NH confirming the order provided by the Customer, regardless of whether the offer or order confirmation has been signed by the Customer; or (ii) by NH starting to perform the Service.

3.3. Agreements, quotations and order confirmations between the Customer and NH contain an exhaustive description of the Service. Additional and/or non-standard work will only be carried out if expressly stated. If NH proceeds to carry out this work, the Customer will reimburse NH for the resulting costs as additional work and in addition to the agreed price.

- 3.4. If, after the conclusion of the Agreement, it becomes apparent that performance of the Service is extremely difficult or impossible, NH is unilaterally entitled to demand amendment to the Agreement in such a way that the obstacles are wholly or largely removed or the impossibility of performance is eliminated to the extent possible. Any additional or lesser costs will then be settled on an equitable basis. This provision does not affect NH's right to suspend the performance of its obligations or to cancel or terminate the Agreement.
- 3.5. If there are differences between the order intended by the Customer and NH's written order confirmation, the Customer will be bound by the text of NH's order confirmation, unless the Customer notifies NH in writing, no later than five (5) days after receipt, that the order confirmation is not in accordance with the order and proves that this was known to NH.
- 3.6. NH reserves the right to refuse orders.
- 3.7. After the conclusion of an Agreement, the Customer is not authorised to proceed, unilaterally or otherwise, with cancellation, regardless of whether the implementation of the Agreement has started or not. Cancellation of an Agreement can only take place (i) if NH and the Customer have agreed in writing on the cancellation conditions including the amount of the cancellation costs; and (ii) if, in NH's the opinion, those cancellation conditions have been fully met.

Artikel 4. Implementation of the Agreement

- 4.1. The Customer is obliged to provide all necessary cooperation for the correct and timely implementation of the Agreement and is therefore responsible for the following, among other things:
 - a. providing NH with written instructions prior to the performance of the Service with regard to the way in which NH is expected to carry out its work;
 - b. ensuring that the data and/or specifications supplied by it or on its behalf are accurate, complete and reliable;
 - c. ensuring that all instructions and directions given by NH in the context of the Agreement are properly and promptly followed;
 - d. ensuring that the Customer's obligations set out in Artikel 9 are fulfilled in full and on time.
- 4.2. NH will implement the Agreement to the best of its ability and with due care, in accordance with the applicable professional and other regulations. NH's obligations qualify as best-effort obligations. NH cannot give any guarantee regarding the outcome of the obligations it has performed and/or will perform.
- 4.3. NH is entitled to have some or all of the work carried out by third parties. NH is not obliged to inform the Customer of this in advance.

- 4.4. Insofar as NH gives the Customer a date and/or a time, they are at most target dates and/or times and do not constitute a deadline. Exceeding delivery periods will never lead to a breach by NH and/or to any liability on the part of NH.
- 4.5. If the Customer's circumstances are such that they impede or delay NH's performance of the Service – such as unsuitable data formats, unclear or incomplete data, deviations in the time or method of Delivery or retrieval of information – NH will endeavour to reach a suitable solution in consultation with the Customer. The Customer will be invoiced for the additional time spent by NH as a result.

Artikel 5. NH as a commission agent

- 5.1. If and to the extent that NH purchases and/or sells Goods at the express request and on behalf of the Customer, NH thereby acts as a commission agent within the meaning of Book 7, Section 425 of the Dutch Civil Code. In that case, NH will enter into an agreement with third parties in its own name, but at the Customer's expense and risk.
- 5.2. If NH acts as a commission agent, the Goods are delivered to NH, because the Agreement in question is entered into by NH in its own name. The beneficial ownership of and economic interest in the Goods are vested in the Customer.
- 5.3. NH will not be liable for non-performance of payment obligations by the ultimate buyer of the Goods, including but not limited to the buyer's bankruptcy or suspension of payments.
- 5.4. NH excludes all liability for any claims under warranties and/or other claims relating to the quality, conformity or suitability of the Goods. Claims of this kind may only be made against the supplier or manufacturer in question, unless otherwise agreed in writing.
- 5.5. In its capacity as a commission agent, NH does not extend credit and is not obliged to provide pre-financing. Payment by NH to the Customer or to third parties on behalf of the Customer will be made only after NH has unconditionally received the amounts.
- 5.6. NH accepts no liability regarding the quality, condition, specifications or suitability of the Goods. The Customer fully indemnifies NH against all third-party and other claims in this regard.

Artikel 6. Fees and payment

- 6.1. The prices, fees and rates quoted by NH or agreed between the Customer and NH are net in euros and are excluding sales tax (VAT) and other taxes and/or levies imposed or levied. NH will in principle not charge VAT on its Services, unless otherwise required under applicable laws and regulations. If the Customer is a Consumer, all offered and agreed rates are including VAT and any other taxes and/or levies, if and to the extent applicable.

- 6.2. Unless otherwise agreed in writing, NH will charge the Customer at cost price for all taxes, costs, duties and levies paid by NH in connection with the implementation of the Agreement, including in any event import and export duties, customs duties, transport and/or delivery costs charged by third parties or otherwise.
- 6.3. The Customer must pay the fees prior to NH's performance of the Services. Flat rates apply for IOR, EOR and customs formalities, which will be converted to euros at the exchange rate applicable at the time of payment, where applicable.
- 6.4. Services not mentioned in the offer, order confirmation or the Agreement – such as additional work or delay in the performance of the Service due to the Customer's failure to comply with an obligation mentioned in Article 4.1 – will be regarded as amendments to the Agreement and/or the Service (provided or to be provided) and may result in price increases. NH is not obliged to carry out this additional work. If NH nevertheless proceeds to do so, the Customer will be obliged to reimburse NH for the resulting costs as additional work in addition to the agreed price.
- 6.5. All rates quoted by NH are estimates only and never final amounts. NH will also invoice the Customer for any additional or higher costs arising from the implementation of the Agreement.
- 6.6. If and to the extent that the Customer has a written offer with continuous validity issued by NH, rates contained therein will apply to all shipments of Goods covered by that offer, unless otherwise agreed in writing.
- 6.7. NH may within reason increase the prices agreed in an Agreement if, after the conclusion of the Agreement but before the Service has been performed entirely or in part, a price or other increase of at least 5% occurs in cost-determining factors, such as purchase prices, delivery costs, import or export duties, wages, insurance premiums, taxes, levies and/or the exchange rate of the euro against foreign currency.
- 7.3. NH is entitled at any time to demand advance payment of an invoice amount from the Customer or any other security for the fulfilment of its payment and other obligations. NH will be entitled to suspend its obligations under the Agreement until the Customer has provided the requested security.
- 7.4. If the Customer's financial position changes during the term of the Agreement, NH will be entitled to change the payment terms or to fully or partially waive the implementation or further implementation of the Agreement
- 7.5. Regardless of the agreed payment term, an invoiced price or fee is immediately due and payable if a circumstance as mentioned in Artikel 16 occurs.

Artikel 8. Delivery of Goods

- 8.1. Delivery of the Goods will be made by third parties under the delivery conditions determined by the Customer as referred to in Incoterms® 2020, with the transfer of risks and obligations taking place in accordance with the applicable Incoterm. The Customer will therefore bear the additional costs due for Delivery of the Goods to the destination indicated by the Customer.
- 8.2. If the Customer uses an integrator, including but not limited to UPS or DHL, this integrator will take care of customs clearance and the Delivery of the Goods.
- 8.3. If the Incoterm DPU (delivered at place unloaded) chosen by the Customer is applicable and the agreed place of destination is an airport, NH will take over the shipment of the Goods at the airport in question and carry out the handling and customs clearance. Third parties will deliver the Goods. The Customer will be charged in full for the costs of handling, customs clearance and Delivery.
- 8.4. At the Customer's request, NH may take out all-risk goods in transit insurance for the purposes of a specific shipment. In this context, the Customer is designated as beneficiary on the policy.
- 8.5. Insofar as third parties deliver the Goods, NH will not accept any responsibility or liability for this. All risks and liabilities in connection with the Delivery will in that case be borne by the Customer.

Artikel 9. Customer's obligations

- 9.1. The Customer warrants that all information provided for the purpose of an Agreement and the performance of a Service is complete and accurate. This includes in particular, but not exclusively, the information concerning the description of Goods and the value of the Goods in question. The Customer is responsible for the completeness and accuracy of the information and is liable for any associated losses.
- 9.2. The Customer warrants that it is authorised to have the Goods at its disposal as well as to import or export the Goods.

- 9.3. The Customer guarantees that a permit is not required for the import or export of the Goods.
- 9.4. The Customer guarantees that the Goods are not suitable for military purposes (i.e. dual use) and will confirm this to NH in writing.
- 9.5. The Customer gives NH power of attorney to the effect that NH and its staff are authorised to make decisions on behalf of the Customer to the extent necessary for the performance of the Services.
- 9.6. Immediately on NH's request, the Customer will provide all data, documents and other information necessary for the implementation of the Agreement and will lend its full cooperation.
- 9.7. The Customer will provide all data, documents and information by email, unless otherwise agreed in writing.
- 9.8. If the Customer fails to provide NH with the necessary data, documents or information for the implementation of the Agreement, or fails to provide them on time or in accordance with the arrangements made, NH will be entitled to suspend the implementation of the Agreement entirely or in part.
- 9.9. The Customer is not entitled to transfer any obligation under the Agreement or these general terms and conditions to third parties without NH's prior written permission.

Artikel 10. Customer's indemnifications of NH

- 10.1. The Customer indemnifies NH against all claims, fines and other penalties that may be imposed on NH or NH may be required to pay in connection with or as a result of the conclusion and/or implementation of the Agreement or related Services, unless these fines or penalties are the result of intent or wilful recklessness.
- 10.2. The Customer indemnifies NH against all taxes, import duties, levies and other liabilities related to or resulting from the conclusion and/or implementation of the Agreement or related Services.

Artikel 11. Complaints

- 11.1. The Customer must lodge any complaints with NH in writing as soon as possible, but no later than five days after the Service is performed. The rights vested in the Customer in this regard will expire after that period.
- 11.2. If the Customer has lodged a complaint in a timely manner, as described in Article 11.1, NH and the Customer will engage in consultations as soon as possible with a view to resolving the complaint.
- 11.3. Accepting or paying invoices without protest means that the Customer agrees to the accuracy of the Service performed and the amount invoiced, including the time spent and rates and expenses charged.
- 11.4. Complaints do not suspend the Customer's payment obligations under the Agreement.

Artikel 12. Liability

- 12.1. NH excludes all liability for direct loss and/or indirect loss (including in any event consequential loss, trading loss, loss of income and/or profit, loss of working hours, missed savings, diminished goodwill, reputational damage, loss of data and loss due to business interruption) caused by the work performed by NH, its subordinates and/or the auxiliary and other persons engaged by it, unless any such loss is the result of intent or wilful recklessness on the part of NH.
- 12.2. NH will never be liable with respect to advice, information, recommendations, etc. given.
- 12.3. If NH's liability cannot be excluded, compensation will in any event be limited to once the price paid of the invoice amount (including VAT) from which the liability arises, or at least in connection with which the liability arose. If that invoice amount exceeds the amount paid out by NH's liability insurer for the claim, plus the excess borne by NH, NH's indemnity will in any event be limited to the amount of that payout.
- 12.4. Any claim by the Customer for compensation must be made in writing to NH within fourteen (14) days of the date of the incident giving rise to the claim. Claims that are not submitted in writing within that period will not be eligible for compensation, unless the Customer duly proves that the loss could not reasonably have been reported earlier.
- 12.5. The Customer will indemnify NH for claims by one or more third parties and/or liabilities vis-à-vis one or more third parties arising from and/or related to the Agreement or its implementation, regardless of who caused or inflicted the loss, with the exception of loss resulting from intent or wilful recklessness on the part of NH.
- 12.6. The Customer will ensure adequate liability and other insurance regarding the implementation risk as referred to in this article, namely Artikel 12.
- 12.7. The limitations of liability set out in this Artikel 12 apply per contracting party and per claim, subject to the proviso that a contracting party can only claim the same damages once and that a series of related incidents causing a loss counts as one incident or one claim. NH will never be obliged to effectively pay the same damages twice.

Artikel 13. Force majeure

- 13.1. NH is not obliged to fulfil any obligation during the period in which it is prevented from fulfilling its obligations and their preparation under the Agreement due to force majeure within the meaning of Book 6, Section 75 of the Dutch Civil Code. An agreed term of Delivery is extended by this period.
- 13.2. The force majeure referred to in Artikel 13.1 includes at least the following circumstances: (i) defectiveness of items, equipment, software or materials of third parties used by NH; (ii) any breach by third parties engaged by NH,

including NH suppliers; (iii) fire at any of NH's sites; (iv) government measures; (v) outbreak of an epidemic or pandemic; (vi) strikes; (vii) war; (viii) power outages; (ix) internet failures or malfunctions; (x) hacking attacks, ransomware attacks and/or DDOS attacks; and (xi) all other circumstances beyond the control of NH as a result of which NH is unable to fulfil its obligations, regardless of whether they were foreseeable at the time of the conclusion of the Agreement.

- 13.3. If the force majeure occurs when the Agreement had already been partially implemented and the completion or delivery period is delayed by that force majeure, both NH and the Customer are authorised to terminate the Agreement entirely or in part for the part not implemented, without NH and the Customer being mutually liable to any compensation for whatever reason.
- 13.4. If NH has already partially fulfilled its obligations or can only fulfil part of its obligations when the force majeure circumstance commences, it is entitled to invoice for the portion already performed or which can be performed separately.

Artikel 14. Privacy and data protection

- 14.1. NH and the Customer will process the personal data they obtain during the implementation of the Agreement in a proper and careful manner in accordance with the applicable legislation concerning the protection of privacy and personal data. This includes, but is not limited to the GDPR, the Dutch GDPR Implementation Act [*Uitvoeringswet AVG*] and other applicable laws and regulations in that regard. The parties will enter into a data processing agreement to the extent that this is required under the GDPR.
- 14.2. NH and the Customer will inform each other immediately but in any event within five working days of any request and/or complaint from the supervisory authority or the data subject regarding the personal data processed during the implementation of the Agreement. NH and the Customer will lend each other the cooperation required to comply with the requests from the data subjects or the supervisory authority.
- 14.3. NH and the Customer will endeavour to take appropriate technical and organisational measures to secure the personal and other data against loss and/or against any form of unlawful use by third parties.
- 14.4. The Customer guarantees that all the data it shares with NH complies with all requirements imposed on it by the GDPR and other relevant laws and regulations, and that all data has been obtained with the permission of the rightsholders. NH is not liable for third-party claims in this regard.
- 14.5. The Customer will indemnify NH against administrative sanctions, remedial sanctions and punitive sanctions imposed on NH in relation to processing personal data by the Customer in the implementation of the Agreement.

Artikel 15. Notice of termination

- 15.1. If the Customer and NH have agreed a fixed-term Agreement, it will be tacitly renewed after the expiry of the agreed term, unless one of the parties gives notice to terminate the Agreement in good time. A party may duly terminate the Agreement if:
- the other party terminates the Agreement by giving 90 days' notice in writing; or
 - the other party terminates the Agreement by giving 30 days' notice in writing, provided that a valid reason is given as defined in the Agreement in question.
- 15.2. Insofar as the Agreement is entered into for an indefinite period and relates to the Delivery of a Service, the Customer is not entitled to terminate it early and it will end by operation of law as soon as the Delivery has taken place.

Artikel 16. Termination of the Agreement

- 16.1. NH is entitled to terminate the Agreement with immediate effect, without being bound to any obligation to undo and/or compensation for costs or damages, by means of a written statement to the Customer, without any notice of default being required, if:
- the Customer files for bankruptcy or is declared bankrupt, or applies for or is granted suspension of payments;
 - the Customer offers its creditors a compulsory composition or other agreement.
 - all or part of the Customer's goods are seized;
 - the Customer ceases its business activities or has decided that it will cease its business activities;
 - this Customer is dissolved;
 - the Customer has been placed under guardianship or put into administration;
 - the Customer fails to comply with one or more of the provisions of the Agreement or these general terms and conditions;
 - after concluding the Agreement, NH becomes aware of other circumstances that give NH reason to fear that the Customer will not meet its obligations;
 - the Customer is in default with respect to its obligations under the Agreement,
- all of the above is without prejudice to NH's right to claim damages or additional damages from the Customer and without prejudice to the Customer's obligation to pay NH the fee due for the Services already performed.
- 16.2. The Customer will immediately inform NH in writing as soon as a circumstance mentioned in Article 16.1 occurs or may occur, and will take appropriate measures to protect its interests pending instructions from NH.

Artikel 17. Notifications

- 17.1. Unless provided otherwise, all communications from the Customer regarding the Agreement or its implementation must be in writing.
- 17.2. The Customer must demand fulfilment and issue notices of default by registered letter, expressly stating what is required of NH and within what period of time.
- 17.3. The provisions of Article 17.2 also apply to the setting of any other deadlines and the Customer's invocation of termination of the Agreement. An invocation of termination should clearly state the grounds for it.

Artikel 18. Transferability of rights and obligations

- 18.1. The Customer may not transfer any claims against NH to a third party, regardless of the reason. This stipulation has effect under property law within the meaning of Book 3, Section 83(2) of the Dutch Civil Code.
- 18.2. Without NH's prior written approval, the Customer is not permitted to transfer its legal status with respect to the Agreement or any obligation under the Agreement and/or these general terms and conditions to a third party.

Artikel 19. Final provisions

- 19.1. Insofar as not provided otherwise in these general terms and conditions, all rights of action that the Customer has against NH will in any event expire one (1) year after the day on which the right of action arose, unless the Customer brings the action or actions before the competent court within this period.
- 19.2. All legal relationships between NH and the Customer are governed exclusively by the laws of the Netherlands. Insofar as relevant, the applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 19.3. Any disputes resulting from relationships between NH and the Customer that are governed by these general terms and conditions will be brought exclusively before a Dutch court, specifically the District Court of Gelderland, Arnhem location.