



# GENERAL TERM AND CONDITIONS

## FIDOCS BV

General terms and condition of the private companies with limited liability FIDOCS BV , (63469324) located on the Achterzeedijk 57, unit 65, 2992 SB Barendrecht, Netherlands, hereinafter to be referred to as 'FIDOCS'.

### **APPLICABILITY**

These general conditions apply to all agreements between FIDOCS and her clients and to all kinds of services which FIDOCS carries out for her clients, regardless of the nature of the services, work or juristic actions assigned to her. The applicability of the general terms and conditions used by clients is explicitly rejected. Once the client has contracted FIDOCS on the basis of these general terms and conditions, he therewith accepts the terms and conditions with regard to all future contractual relations with FIDOCS.

### **REFERRAL TO EXPEDITION CONDITIONS FENEX**

In addition to these general terms and conditions, also the Dutch Expedition Conditions of FENEX, latest version are applicable, with the exception of the arbitration clause included in those conditions as well as the article in which reference is made (on) to certain different branch conditions with regard to (specific) other activities.

### **LIABILITY**

All operations and activities are carried out at the expense and risk of client. FIDOCS disclaims any and all liability for damage, which has not yet been arranged in the Dutch Expedition conditions, except if and in as far such damage would be the result of intentional acts or deliberate recklessness of FIDOCS employees , to be proven by client. Should FIDOCS receive a claim from clients on a no contractual basis, then she has no further liability than the one she would have on the basis of the contract



### **SPECIFIC STIPULATIONS**

The following applies in particular:

- whenever FIDOCS acts as direct representative, indirect representative or as (restricted) fiscal representative, client will have the obligation to sign and V5.1 submit a power of attorney direct representation respectively an agreement for services/mandate indirect representation or a power of attorney (restricted) fiscal representation respectively and to provide all documents and information to FIDOCS so that FIDOCS shall be able to check whether the power of attorney/agreement for services/mandate is correct and complete;
- client is fully responsible and liable with regard to the completeness, correctness and accuracy of all documents and (electronic) information needed or to be used with regard to the commission or the execution of the representation as well as timely requesting and providing all such documents and information, among which explicitly included possible import, transit or export permits; - assigning goods to the Combined Classification shall be the full responsibility of client;
- FIDOCS– with the exception of specific instructions and additional payment - is not obliged to provide information to client about the possible applicability of tariff preferences, exemptions, (temporary or final) anti-dumping rights, specific destinations, tariff quota and similar measures and/or non-fiscal regulations;
- FIDOCS has no obligation to check whether those goods or the use of such goods result into a breach of intellectual ownership and other rights pertaining to third parties;
- Operation of interfaces to be connected to electronic (tax declaration) systems of FIDOCS will be on the account and risk of client;

### **THIRD-PARTY CLAUSE**

After client has accepted the stipulation made by Customs Support, the latter has the right to appeal on behalf of her employees, non –subordinate assisting staff, managers, shareholders and their employees to the agreement between client and Customs Control and to the general conditions which form part thereof.



#### **TERM OF PAYMENT**

The term of payment will be agreed upon separately and laid down in writing. When exceeding this period, client will be legally in neglect. For the payment schedule FIDOCS refers to article 17 of the Dutch Expedition conditions of FENEX.

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#### **COLLECTION)INTEREST**

Clients explicitly authorize FIDOCS to object and/or appeal on their behalf against invitations for payment and/or other decisions and/or requests to pay back/remissions as well as to receive possible reimbursements on the basis of such procedures. The (collection) interest paid on the amounts to be received by FIDOCS shall not be refunded to client and FIDOCS shall be fully entitled to this amount.

#### **TERM OF FORFEITURE**

In as far as the Dutch Expedition conditions of FENEX do not already contain a limitation period or term of forfeiture, all legal claims against FIDOCS will end by the mere lapse of one year. This period starts on the day on which the claim became due and payable or on the day on which the injured party took cognizance of the damage.

#### **APPLICABLE LAW AND JURISDICTION**

The Dutch law exclusively applies to the legal relation between client and FIDOCS and shall also apply to the question about the applicability and validity of these general terms and conditions. In first instance, the court of Rotterdam is to be informed about all disputes which might arise between FIDOCS and her clients, this notwithstanding the arbitral stipulation included in article 23 of the Dutch Expedition conditions. In the case that FIDOCS is the defendant, this jurisdiction clause will be exclusive. In addition FIDOCS will always be authorized to summon client to a court in a different jurisdiction than the one which normally would be the competent court.