

General delivery conditions Customs Support Consultancy B.V

GENERAL DELIVERY CONDITIONS

From the private company: **CUSTOMS SUPPORT CONSULTANCY BV** located at Willem Barentszstraat 11-19 , 3165 AA Rotterdam Albrandswaard (KvK: 24276397).

Article 1

Definitions

1. **Customs Support:** the private company Customs Support Consultancy BV, located at Willem Barentszstraat 11-19, 3165 AA, Rotterdam Albrandswaard.
2. **Client::** whom will form a contract with Customs Support who will be providing services regarding in or connection of one or more candidates, the sending or seconding of consultants, the performance of psychological research, advice, etc. the service provided to the client is specified in the agreement.
3. **Consultant:** every natural and legal person who, through the intervention of Customs Support, performs or will perform work for a client as a temporary worker, seconded or self-employed person, hereinafter also (separately) referred to as: temporary worker, seconded or self-employed person. The Consultant who works as a temporary worker performs his or her work under the direction and supervision of the client. The seconded and self-employed worker may work within the company of the client, but are independent and may not be managed by the client, other than on the result of the agreed work.
4. **Candidate:** any natural person selected by Customs Support and/or nominated to the client.
5. **Temporary worker:** the employee who is made available to the client on the basis of a temporary employment contract (7: 690 BW) with Customs Support, to perform work under his management and supervision.
6. **Seconded person:** the employee who, on the basis of a regular employment contract (7: 610 BW) with Customs Support, works independently for the benefit of the client, both within the clients company, at the Customs Support office, and / or outside it. The seconded can be directed from Customs Support, with regard to the way in which he or she provides the services, not from the client.
7. **Self-employed:** the self-employed person without personnel who, on the basis of an assignment agreement (7: 400 BW) with Customs Support and / or the client, works independently for the benefit of the client, both within the client's company, at the Customs Support office, / or beyond. The self-employed person is also exclusively controlled by Customs Support, based on the result of the agreed work.

Article 2

Applicability

1. These general terms and conditions apply to all legal relationships between Customs Support and the client regarding the services to which Customs Support has committed itself by agreement, including offers to enter into such agreements.
2. Deviations from these general terms and conditions are only valid if and when they have been expressly agreed in writing between the parties. To the extent that such deviations have not taken place, the provisions in these general terms and conditions remain fully applicable.
3. The applicability of any purchase or other conditions of the client is explicitly rejected, unless Customs Support has accepted the general terms and conditions of the client in writing.
4. These general terms and conditions also apply in favor of personnel and auxiliary staff of Customs Support, who are active in the implementation of the agreement, as well as in favor of the third parties, by whom Customs Support has the executed agreement in whole or in part.

Article 3

Quotation and conclusion of agreement

1. If Customs Support provides a statement of costs in a quotation, which its services will entail in a particular case, this statement will be made without obligation, unless a term for acceptance is explicitly stated in or in connection with that quotation.
2. The quotation is exclusively based on the information provided by the client for this purpose, whereby Customs Support may rely on the correctness and completeness thereof.
3. The agreement between Customs Support and the client ("the assignment") is concluded in one of the following ways and times.
 - a. Or, if no order confirmation is sent, at the moment when a quotation made by Customs Support is accepted by the client tacitly, verbally or in writing and unchanged;
 - b. Or, if an order confirmation is sent at the moment when Customs Support has received back the quotation sent to the client and signed by the client for approval;
 - c. Or, if an order confirmation is sent at the moment when Customs Support has commenced its (mediation) activities in the context of recruitment and selection at the request of the client, or the Consultant has commenced in his or her activities at the request of the client, even though the client has not (yet) returned the quotation sent to Customs Support;
 - d. Or, if the assignment given by the client is or has not been preceded by an offer from Customs Support, at the time when Customs Support has started the execution of that assignment.

Each of the parties is nevertheless free to prove that the agreement was concluded in a different way and/or at a different time.

Article 4

Required information

1. The client is obliged to provide Customs Support in a timely manner with all the information which Customs Support in its opinion needs for a correct execution of the assignment or which the client should know is a required for a correct execution of the assignment. The information must be provided in the form and manner requested by Customs Support.
2. Client guarantees the correctness, completeness and reliability of the information provided to Customs Support, even if it originates from third parties.
3. If the execution of the assignment is delayed because the client does not fulfill its obligations referred to in Article 4.1 or the information provided by the provisions of Article 4.2, the resulting (additional) costs will be borne by the client and Customs Support is authorized to charge (extra)fees for the (extra) work that has become necessary as a result.

The client must also always immediately notify Customs Support of changes to the information referred to in Article 4.1. failing this, Customs Support cannot be held liable for damage arising on the basis of incorrect information.

Article 5

Compensation and overtime

1. Unless otherwise stated or accepted in writing by Customs Support, Customs Support charges a fee for its services as described in points 2 and 3 of this article of these general terms and conditions.
2. The compensation for work that falls outside regular working hours and can be regarded as overtime is calculated in accordance with the following overtime scheme. This fee is a surcharge on top of the rate agreed on the order confirmation:
 - All hours after having worked eight working hours on a weekday: allowance of 25%
 - All hours after eight working hours and after 10pm on a weekday: allowance of 50%
 - All hours worked on Saturday: allowance 50%
 - All hours worked on Sunday and Holidays: allowance 100%
3. In addition to the fee charged by Customs Support, the client will owe all costs that arise for Customs Support (or for third parties whom Customs Support uses for the execution of its assignment) because the client has given the assignment makes changes to it.
4. Invoices, correspondence regarding the payment of invoices as well as the results of the work of Customs Support will be deemed to have reached the client if they have been sent to the client's address, as last as such by the client to Customs Support has been communicated.
5. Overtime by a temporary worker is understood to mean the work that s performed in excess of the working hours per day or per week applicable at the client's company, respectively. For a seconded and self-employed person there is overtime if the activities exceed 8 hours per day.
6. Work that is carried out immediately after normal working hours and that does not last longer then half an hour is not regarded as overtime

7. The hourly remuneration applicable to the temporary worker for the duration of the assignment will be determined in consultation between all parties involved, partly on the basis of the job description obtained from the client. If at any time it is determined that this job description does not correspond with the job in question, Customs Support will correct the remuneration in accordance with the correct job description and the rate charged to the client will be adjusted accordingly.
8. The hourly rate applicable to the seconded and self-employed person is determined in consultation between all parties involved, depending on the level of services to be provided. If the service actually provided is more complicated than was proposed by the client at the start of the assignment, the rate will be adjusted upwards with retroactive effect.
9. If, during the duration of an assignment, the remuneration of a Consultant should increase due to a change in the statutory provisions or any measure taken by the government or any other body on the basis of any statutory regulation, or (if applicable) the employer's share in premiums or other social security contributions should be increased as a result of social insurance and / or tax legislation, then the rate will increase by the full amount and in proportion to that from the time of those increases and in that case, Customs Support will decide to that end, which increase or increase is due by the client accordingly.
10. Customs Support is authorized to index the prices and rates annually, as of January 1st.

Article 6

Fee for recruitment and selection

1. The Fee to be paid for recruitment and selection assignments consist of a percentage to be determined of the all-in gross annual income of the candidate as it will apply between the candidate and the client. The all-in gross annual income of the selected candidate includes all income components, such as the annual salary, holiday pay, 13th, 14th and / or 15th month, fixed annual bonus, profit distribution, commission, guarantee commission and the tax addition for all items made available (including a car). When calculating the amount of the commission or profit distribution, it is assumed that the objectives to be achieved have been fully achieved. If such a calculation is not possible, an amount of € 7,500,- per scheme (profit distribution and / or commission) will be added to the income.
2. If and insofar as there is a selected candidate who will perform work and / or services directly for the client without entering (wage) employment there, the fee to be paid for recruitment and selection assignments consists of a percentage to be determined later. The candidate's all-in rate for the work / services to be performed by him / her, based on an annual basis on 40 hours per week. If such a calculation is not possible, the fee to be paid will be set at an amount of at least € 7,500,-.
3. The fee as mentioned above includes the costs for the selection procedure carried out by Customs Support. All additional costs such as the travel costs incurred by the candidate (s) in connection with the conversations conducted with the client, costs associated with a possible (psychological) test and advertising costs are for the account of the client.
4. If the assignment is withdrawn after Customs Support has proposed a selection of one or more candidate (s), the hours already invested will be charged at a rate of € 100,- excluding VAT per hour. A minimum of € 1000,- excluding VAT.
5. If and insofar as no (employment) agreement should be concluded between candidate and client after the performance of the assignment, the client will nevertheless owe the aforementioned fee. Even in the event of termination of the (employment) agreement or services, the client is obliged to pay the fee and any fee already paid will not be refunded,

unless otherwise agreed in writing in the order confirmation.

Article 7

Best efforts obligation and choice of candidate

1. Customs Support will use its knowledge of the labor market to find a suitable candidate for the position and / or work to be performed by the client. Customs Support therefore has a best efforts obligation towards the client.
2. The client himself always decides whether he wants to offer a (employment) contract to a recruitment and selection candidate selected by Customs Support. Customs Support is therefore in no way liable for damage, in the broadest sense, which is or is caused directly or indirectly by the candidate supplied by Customs Support.

Article 8

Execution of the assignment

1. Customs Support will perform the work to be performed pursuant to the assignment with the care of a good contractor. However, it does not guarantee the achievement of a specific result, unless expressly agreed otherwise in the contract for services. With regard to temporary workers, there is always a.
2. In the event that a proper execution of the assignment given to Customs Support implies that work is also carried out that did not initially form part of the assignment, the assignment is considered to extend to these other activities and the result costs will be charged to the client in the usual manner.
3. Customs Support undertakes to maintain confidentiality with regard to all particulars of which it becomes aware in connection with the execution of an assignment and of which it has been informed of the confidential nature or should have been clear from the circumstances. This duty of confidentiality does not apply insofar as Customs Support is obliged to breach the duty of confidentiality on the basis of a legal obligation.
4. Customs Support selects the Consultant on the basis of the Customs Support known qualities and skills of the forces available for Customs Support on the one hand, and on the other hand, on the other hand provided by the clients to Customs Support regarding the work to be commissioned.
5. Customs Support is completely free to choose the person or persons who will send / second it on a request.
6. The Consultant is permitted to deviate from the working hours applicable at the client and to maintain a shorter working time, if this had already been agreed with Customs Support at the start of the employment relationship or is still agreed upon by him in mutual consultation with the client. agreed. Customs Support can never be held liable by the client in this regard.

Article 9

Force Majeure

1. Force majeure within the meaning of this article includes all facts and circumstances, which (temporarily) impede or make the execution of the agreement impossible, on which Customs Support has no influence and which are not due to the fault of Customs Support, nor by law, legal act or generally accepted beliefs are for the account of Customs Support. Force majeure in this sense includes (but is not limited to) incapacity for work, fire, theft, burglary, computer failure or other calamities at the office of Customs Support or at the office of third parties that Customs Support involved in the execution of the assignment. were, as well as breach of contract by these third parties.
2. In the event of permanent force majeure, Customs Support is entitled to dissolve the agreement with the client extrajudicially by means of a written statement without judicial intervention. Customs Support is not liable towards the client for any damage suffered by the client, of whatever nature and extent. In case of temporary force majeure, Customs Support is entitled to extend the terms within which the agreement must be performed by the time during which the temporary impediment applies. If the aforementioned hindrance lasts longer than one month, the client can demand (partial) dissolution of the agreement, without the client being entitled to compensation, without prejudice to the (payment) obligations of the client with regard to the work already performed by Customs Support. part of the agreement.
3. If Customs Support has already partially fulfilled its obligations or can only partially fulfill its obligations when the force majeure commences, Customs Support is authorized to invoice separately for the part of the agreement already performed or the part to be performed, respectively.

Article 10

Cancellation of assignments

1. If the client cancels an assignment given to Customs Support, Customs Support is entitled to charge the client for the costs incurred, if and insofar as these costs can no longer be reversed by Customs Support.
2. If a Consultant demonstrably does not meet the requirements set by the client at all, the client will notify Customs Support in writing by the Consultant within 8 hours after the commencement of the work, and in that case the client will only be bound by Customs Support to pay the remuneration owed by Customs Support to the Consultant, plus the employer's share of social security contributions and premium tax and excluding the remuneration of Customs Support, calculated in accordance with article 5 of these general terms and conditions.

Article 11

Payment

1. Unless otherwise agreed in writing, payment of the invoice of Customs Support must take place within 30 days after the date of the invoice by deposit or transfer to the bank account stated by Customs Support on its invoice, without deduction, discount and without the the client can appeal to set-off.

2. In the event of non-payment within the set term, the client will be in default by operation of law, without any summons or notice of default being required, and the client will owe interest equal to the statutory commercial interest as referred to in article 6: 120 paragraph 2 the Civil Code, which interest is calculated from the fifteenth day after the date of the invoice, or at least from the moment of commencement of the principal's default.
3. If the client is in default, all invoices issued by Customs Support in the name of the client become due and payable, including any invoices yet to be drawn up by Customs Support with regard to services performed in the current invoice period.
4. All judicial and extrajudicial (collection) costs reasonably incurred by Customs Support in connection with the non- or late fulfillment by the client of its payment obligations, will be reimbursed by the client to Customs Support.
5. A payment made by the client to Customs Support will first be made to settle the interest and costs and then to settle the oldest outstanding claim, unless the client has explicitly indicated the purpose of which the payment is to settle.
6. If several clients have instructed Customs Support at the same time and in conjunction with each other to provide services or perform work, or if Customs Support has submitted a quotation to several persons or legal entities simultaneously and in conjunction with each other or simultaneously and in mutual connection. cohesion of one or more assignments have been confirmed, all these clients, persons or legal entities will be jointly and severally liable vis-à-vis Customs Support for the payment of the amount owed to Customs Support, both with regard to the services or work for which the assignment, the quotation or order confirmation has been given or issued as services or activities performed at a later date.
7. Only payments to Customs Support itself are liberating. Payments to Consultants or the provision of advances to Consultants are prohibited and non-binding and can never provide grounds for amortization and set-off.
8. Complaints about the invoice must be submitted in writing to Customs Support within 14 calendar days after the day of sending the invoice. If the client has not complained within this period, all its rights and claims for whatever reason, with regard to what it has complained about or could have complained about within that period, will lapse.
9. The Client is not authorized to suspend its payment obligations due to complaints as referred to in point 8.

Article 12

Notes based on the time record form

1. The invoices from Customs Support are also written on the basis of the time registration form, also referred to as hour declarations, which are sent as an attachment with the invoice.
2. In consultation with Customs Support, any other form of proof, for example clock cards, timesheets, computer lists, computer diskettes, etc., can be used as a time registration form, provided it is authorized by all parties involved.

Article 13

Right of retention and right of suspension

1. If the client fails to pay the amount owed to Customs Support, Customs Support has the right to withhold documents provided by or on behalf of the client, as well as the results of the work of Customs Support, until full payment has been made. of the amount due to Customs Support has taken place or sufficient security has been provided for payment thereof.
2. In the case referred to in point 1, Customs Support will also be entitled to suspend its work for the client or to recall a Consultant until full payment of the amount owed to Customs Support has been made or sufficient security has been provided for payment thereof.

Article 14

Liability

1. The client indemnifies Customs Support against claims in connection with damage to the Consultant and / or third parties occurring at the time of or in connection with the performance of the assignment, including (but not limited to and only where applicable) ex article 7: 661, 7: 658, 7: 611 and 6: 162 BW.
2. Customs Support is not liable for obligations entered into by the Consultant on behalf of or at the expense of the client at the time of or in connection with the performance of the assignment, authorized or unauthorized.
3. If the fee is not paid to Customs Support, and Customs Support is called upon to pay by the Consultant or assistant as a result, the client is obliged to reimburse all related costs and damage of Customs Support.
4. The client indemnifies Customs Support against tax and social insurance law (additional) levies of wage tax and / or premiums, fines, increases and so on with regard to or in connection with (the performance of) the assignment, for a self-employed person.
5. Customs Support is not liable for damage that may arise because a Consultant does not appear to meet the requirements set by the client, unless the client demonstrates that there is an attributable shortcoming in the compliance of Customs Support in the selection. The client is obliged to exempt a Consultant from work who, in his opinion, does not meet the requirements set by him. Failure to exempt activities provides evidence to the exclusion of proof to the contrary within the meaning of Article 7: 900 paragraph 3 of the Dutch Civil Code, that the Consultant meets the requirements set by the client.
6. Contrary to the provisions of article 8 paragraph 2 of these general terms and conditions, any (other) complaint - regarding non-compliance with the requirements set by the client - must be submitted by the client to Customs Support in writing within 7 calendar days after actual commencement of the work by the relevant Consultant for the client, failing which all his rights and claims in this matter will lapse by the expiry of the aforementioned term.
7. Customs Support is not liable for any damage, including trading loss, indirect damage, consequential damage, damage to third parties and all other damage that the client may suffer. The foregoing is subject to an exception in case of intent or gross negligence on the part of Customs Support.

8. If and insofar as Customs Support is liable, such liability of Customs Support for damage suffered by the client, which is caused by late, incomplete or improper execution of the assignment, is limited to a maximum of the amount of the invoice value (or the relevant fee, if invoicing has not yet taken place) that Customs Support has charged to the client for the performance of the work in which the cause of the damage lies, on the understanding that only the amount of the invoice value is taken into account that relates to the last twelve months in which those activities / services were performed. However, any compensation owed by Customs Support to the client will never exceed the amount for which Customs Support's liability is covered by insurance in such a case. The foregoing does not apply in the event of intent or gross negligence on the part of Customs Support. In this and the following provisions of this article, Customs Support also includes its employees as well as any third parties engaged by it for the execution of the assignment.
9. Customs Support is not liable for damage caused because the client has not complied with his information obligation arising from article 4.1 or because the information provided by the client does not comply with what he is responsible for under article 4.2, unless this damage is partly caused by intent or equivalent gross negligence on the part of Customs Support.
10. Customs Support is furthermore not liable for damage caused by acts or omissions of third parties involved by the client in the execution of the order, unless this damage is partly caused by intent or gross negligence on the part of Customs Support.
11. Customs Support is always authorized to limit or undo the damage of the client as much as possible, to which the client will cooperate fully.
12. The client indemnifies Customs Support against claims from third parties with regard to damage, which is related to or ensues from the assignment carried out by Customs Support, if and insofar as Customs Support is not liable for this to the client by virtue of the provisions of this article.

Article 15

Any compensation in case of a direct employment relationship with the Consultant or candidate

1. The client who wishes to directly enter into an employment relationship with its Consultant or (nominated) candidate will notify Customs Support in writing and terminate the assignment, subject to the other provisions of this article.
2. Entering into an employment relationship directly for oneself, through and / or for third parties with the Consultant or candidate concerned is not permitted if this has not been agreed in writing with Customs Support. If the client acts in violation of this prohibition, it will owe compensation in accordance with the provisions of paragraph 3 of this article. Contrary to the above, it applies to temporary workers that entering into an employment relationship is permitted, but not free of charge. The compensation is equal to 25% of the client's rate over one year, based on a 40-hour working week, less 1 / 12th for each month that the temporary agency worker has worked for the client fully.
3. If the client acts in violation of the prohibition described in paragraph 2, it will owe an immediately due and payable fixed compensation, equal to one all-in gross annual salary of the relevant consultant, including holiday pay and a possible 13th month.
4. The provisions of this article apply without prejudice to the provisions of article 15, that an assignment will continue as long as it has not been terminated in writing towards Customs Support, with due observance of the provisions of that article, and / or for the agreed fixed time at choice off Customs Support.

5. After termination of the contract with Customs Support, the client is prohibited without written permission from Customs Support to approach the Consultant or candidate within a period of 12 months after the termination of the contract in order to work for the client, its affiliated parties or to have third parties perform work in any capacity, whether paid or not, directly or through third parties.
6. Violation of the provisions of article 13 paragraph 4 will be punished with an immediately payable fine of € 50,000 (in words: fifty thousand euros) and also of € 1,500 (in words: fifteen hundred euros) for each day that the client is in violation, payable to Customs Support. Customs Support has the right to claim full compensation instead of the forfeited fine. The Client is legally in default due to the mere violation or non-fulfillment of the above, without any summons or any other formality being required and without any damage needing to be demonstrated.

Article 16

Prohibition of employment abroad

The client is prohibited from employing a temporary worker posted to him / her outside the Netherlands, without explicitly knowing Customs Support and without its written permission, in order to obtain which permission must be given to Customs Support country and place where the work is to be carried out. will be performed and the estimated duration of the work. The client must immediately return the Consultant to the Netherlands, as soon as Customs Support withdraws its consent to the client for the Consultant to perform work outside the Netherlands. In the case of self-employed persons and seconded persons, written permission for this must be given by all three parties involved.

Article 17

Termination when hiring in a Consultant

1. The following provisions apply to the (interim) termination of an assignment on the basis of which Customs Support makes a Consultant available to the client.
2. The assignment is valid for a specific fixed period of time, if this has been agreed and / or recorded in writing when the assignment is given.
3. If a specific period of time has not been agreed for the duration of the assignment in accordance with the previous paragraph, the client may cancel the assignment with due observance of the following notice periods:
 - During the first four weeks: 20 working days;
 - From a period of four weeks and longer: 40 working days;
4. The cancellation period starts on the day of receipt by Customs Support of the written cancellation.
5. Failure to observe the agreed term or the notice period obliges the client to extend the assignment by as many days as are necessary to observe the prescribed notice period and to allow the seconded person to continue working during that period. , or - at its option - to pay Customs Support a fee equal to the rate that Customs Support would have charged the client if the consultant concerned had normally worked for the client during that period.
6. In all cases of cancellation of the assignment to Customs Support, the client must also simultaneously announce the end of the assignment to the seconded person.

7. Cancellation or dissolution by or attributable to the client also implies a request to terminate the placement.
8. Notwithstanding the foregoing, Customs Support cannot be held liable for a termination necessary by or on the basis of a government regulation, even if this only applies to Customs Support, or for a termination by the seconded person of the work on behalf of of the client, even if this takes place without observing any term, however short. Customs Support will use reasonable care that the client is informed of this as timely as possible and that Customs Support will, if desired, make an effort to make another seconded available to the client, with regard to whom a new assignment is then created to which new assignment these general terms and conditions apply separately.

Article 18

Working conditions and liability for industrial accidents / occupational diseases

1. Since the Consultants are (with some regularity) physically employed in the client's company, they ensure a proper working environment.
2. Prior to the assignment, the client informs Customs Support of any special dangers and / or risks associated with the assignment.
3. At the request of Customs Support and / or the Consultant, the client is obliged to provide a copy of the most recent risk inventory and evaluation, so that the Consultant can be informed about this.
4. The client is obliged to Customs Support to furnish and maintain the premises, equipment and tools in or with which the work is carried out in such a way, as well as to take such measures and to issue instructions for the performance of the work. if reasonably necessary to prevent the Consultant from suffering damage in the performance of the work.
5. In the event of an industrial accident and / or occupational disease occurring to the Consultant during or in connection with the performance of the assignment, the client will ensure that a report is drawn up in which the circumstances of the accident are recorded in such a way that a reasonable degree of certainty can be established as to whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent accidents as is the case in the given case.
6. The client indemnifies Customs Support against any claims brought against Customs Support by the seconded and / or temporary worker on the basis of or in connection with article 7: 658 and / or 7: 611 BW, as well as against any claims made by the self-employed person. 'on the grounds of or in connection with article 6:76 and / or 6: 170 and / or 6: 171 BW are brought against Customs Support, in connection with industrial accidents and / or occupational diseases that happened to the Consultant at the time of or in connection with with the performance of the assignment.
7. The client indemnifies Customs Support against any claims that are brought against Customs Support by or on behalf of the Consultant under any article seeking to guarantee equal treatment and / or to prevent unauthorized discrimination on any grounds whatsoever Consultant.
8. The client is obliged to pay the death benefit under Article 7: 674 BW, in the event that Customs Support that is due in connection with an industrial accident and / or occupational

disease comes to the Consultant at the time of or in connection with the performance of the assignment to reimburse Customs Support.

Article 19

Prevention of inadmissible discrimination

1. In the recruitment, selection and placement of any Consultant, Customs Support takes into account the legal provisions and the present general conditions, when making any distinction only be guided by reasonable functional requirements.
2. In order to prevent unauthorized discrimination, in particular according to religion, belief, political opinion, gender, race or any other ground, irrelevant requirements will be required when providing the information regarding the activities to be assigned, if referred to in article 5 paragraph 6, cannot be stated by the clients, nor will they be honored by Customs Support.

Article 20

Amendments

1. Customs Support is always authorized to change these general terms and conditions.
2. Changes will only become binding on the client if Customs Support has filed the amended general terms and conditions with a Chamber of Commerce or with the registry of a district court, as well as the client has sent a new version by e-mail and 14 days after date. of that e-mail notification have expired, without the client notifying Customs Support in writing that it does not agree with the changes.
3. If a client indicates in good time and with reasons that he does not agree to the amendment of the general terms and conditions, the relationship between him and Customs Support will continue to be subject to those terms and conditions that were applicable prior to the amendment of the general terms and conditions.
4. These general terms and conditions, if once issued to the client, will also apply to new assignments from the client to Customs Support. In that case, a new presentation is not necessary, unless the general terms and conditions have been changed compared to the previously applicable general terms and conditions.

Article 21

Own personnel Customs Support

To protect the continuity of the services of Customs Support, the client will pay an immediately payable fine of € 25,000 (in words: twenty-five thousand euros), plus € 1,000 (in words: one thousand euros) for each day that the client is in violation, to Customs Support, if the client hires Customs Support employees, other than temporary workers and seconded workers, without the written approval of Customs Support, without prejudice to Customs Support's right to full compensation. The Client is legally in default due to the mere violation or non-fulfillment of the above, without any summons or any other formality being required and without any damage needing to be demonstrated.

Article 22

Expiration period

Without prejudice to the provisions of Article 9, paragraph 8 and Article 12, paragraph 6, the Client is obliged if it is or remains of the opinion that Customs Support has not executed the assignment on time, not fully or properly, such - unless this is already based on the provisions in article 9, paragraph 8 or article 12, paragraph 6 - immediately notify Customs Support in writing and the claims based thereon within one year after the date of the aforementioned notification, or within one year after that notification should have been made, to enforce in court, failing which all his rights and claims in this matter will lapse by the expiry of the aforementioned period.

Article 23

Governing Law and Disputes

All legal relationships between Customs Support and the client to which these general terms and conditions apply are governed by Dutch law.

All disputes related to the legal relationship between Customs Support and the client to which these general terms and conditions apply, will only be submitted to the competent court in the district within which the establishment of Customs Support as referred to in article 1.1, from which the activities for the implementation of the assignment has been performed, unless provisions of mandatory law prescribe otherwise.

The General Terms and Conditions of Delivery of Customs Support Consultancy B.V. are part of all contracts of assignment with Customs Support Consultancy B.V. Other delivery conditions do not apply unless agreed in writing between the parties. By signing the order confirmation, the client declares a copy of the general terms and conditions of Customs Support Consultancy B.V. to have received. The general terms and conditions have been filed with the Chamber of Commerce in Rotterdam under number 242763970000