



GENERAL TERMS AND CONDITIONS OF CUSTOMS SUPPORT

General terms and condition of the private companies with limited liability Customs Support International B.V.(24294906), Customs Support Holland B.V.(24297076), Customs Support Import B.V.(24179956), Customs Support Export B.V.(34076014), Customs Support NCTS B.V.(24252173), Customs Support Fiscal B.V.(20033123), Customs Support Excise B.V.(51827166) and Customs Support Personnel B.V. (246397) established at [3165 AA] Rotterdam - Albrandswaard at the address no. 11-19 Willem Barentzstraat, the company incorporated under Germany law CDS Deutschland GmbH (HRB 114853) established at [21147] Hamburg at the address no. 10 Heykenaukamp and CS Belgium BVBA established [2321] Hoogstraten, Belgium at the address Londenstraat 8 (company number 0834398750), hereinafter to be referred to as 'Customs Support'.

APPLICABILITY

These general conditions apply to all agreements between Customs Support and her clients and to all kinds of services which Customs Support 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 Customs Support on the basis of these general terms and conditions, he therewith accepts the terms and conditions with regard to all future contractual relations with Customs Support.

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. Customs Support 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 Customs Support or its executive staff, to be proven by client. Should Customs Support receive a claim from clients on a non-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 Customs Support acts as direct representative, indirect representative or as (restricted) fiscal representative, client will have the obligation to sign and

- 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 Customs Support so that Customs Support 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;
 - Customs Support – 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;
 - Customs Support 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 Customs support 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 Customs Support refers to article 17 of the Dutch Expedition conditions of FENEX.

(COLLECTION)INTEREST

Clients explicitly authorize Customs Support 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 Customs Support shall not be refunded to client and Customs Support shall be fully entitled to this amount.

TERM OF FORFEITURE

In as far as the Dutch Expedition conditions of FEMEX do not already contain a limitation period or term of forfeiture, all legal claims against Customs Support 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 Customs Support 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 Customs Support and her clients, this notwithstanding the arbitral stipulation included in article 23 of the Dutch Expedition conditions. In the case that Customs Support is the defendant, this jurisdiction clause will be exclusive. In addition Customs Support will always be authorized to summon client to a court in a different jurisdiction than the one which normally would be the competent court.