TRADE CONTROLS COMPLIANCE
Your sanctions & export controls toolbox

GENERAL TERMS AND CONDITIONS

Trade Controls Compliance B.V. | Chamber of Commerce 42009282 | VAT NL869267164B01 | Grondmolen 70, 3352 CC Papendrecht, the Netherlands

Article 1 - Definitions

1.1 Trade Controls Compliance: Trade Controls Compliance B.V., registered with the Dutch Chamber of Commerce under number 42009282 and having its registered office in Papendrecht, the Netherlands.

1.2 General Terms and Conditions: the present general terms and conditions of Trade Controls Compliance.

1.3 Services: any form of service, in the broadest sense of the word, commissioned by the Client, including advice, assessments, analyses, reviews, project support, interim support and training.

1.4 Assignment: the order to have activities performed.

1.5 Client: the party who has commissioned, or intends to commission, Trade Controls Compliance to perform Services.

1.6 Agreement: the agreement concluded between Trade Controls Compliance and the Client, including the signed offer or assignment confirmation.

1.7 Deliverable: any written or oral result of the Services, including memoranda, advice, reports, assessments, templates, tools and presentations.

1.8 Fees: the amounts payable by the Client for the Services.

1.9 Parties: the Client and Trade Controls Compliance.

Article 2 - Applicability and order of precedence

2.1 The General Terms and Conditions, to the exclusion of the Client's general terms and conditions, apply to and form an integral part of the Agreement concluded between the Client and Trade Controls Compliance, and apply to all aspects of the Services as well as to any offers, further agreements or successive Assignments carried out by Trade Controls Compliance, unless the Parties have expressly agreed otherwise in writing.

2.2 The General Terms and Conditions also apply to natural persons who are directly or indirectly involved in the provision of the Services by or on behalf of Trade Controls Compliance.

2.3 Any deviation from the General Terms and Conditions shall be expressly agreed between the Parties and recorded in writing.

2.4 If any provision of the General Terms and Conditions is or becomes invalid, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid provision by a valid provision that approximates its purpose as closely as possible.

2.5 Trade Controls Compliance is entitled to amend or supplement the General Terms and Conditions. An amendment applies only to Assignments entered into after Trade Controls Compliance has given the Client written notice of it and never has retrospective effect. If the Client does not accept the amendment, the Client may terminate the framework arrangement in writing within thirty (30) days of that notice, without either Party owing damages.

2.6 In the event of a conflict, the following order of precedence applies: (a) the signed Agreement, offer or assignment confirmation; (b) any separate non-disclosure agreement between the Parties, in respect of confidentiality; (c) these General Terms and Conditions.

Article 3 - Execution of the Assignment

3.1 Trade Controls Compliance shall exercise the care that may reasonably be expected of it under the given circumstances. The Assignment constitutes an obligation to use best efforts and not an obligation to achieve a particular result. Trade Controls Compliance does not warrant that a particular outcome, position, decision or approval will be achieved or will be adopted by any third party, counterparty, auditor or authority.

3.2 Trade Controls Compliance determines the manner in which the Services are carried out. Where possible, Trade Controls Compliance will follow the Client's timely and reasonable instructions regarding the execution of the Assignment.

3.3 Trade Controls Compliance may involve one or more third parties in the execution of the Assignment. It shall inform the Client in writing in advance, and the Client may object on reasonable grounds. Trade Controls Compliance remains responsible for the work of such persons as for its own work.

3.4 Any period stated for the performance of the Services is indicative and is not a strict deadline, unless the Parties have expressly agreed otherwise in writing.

Article 4 - Obligations of the Client

4.1 The Client shall provide Trade Controls Compliance, in a timely manner and in the requested format, with all information and documents that Trade Controls Compliance deems necessary for the proper execution of the Assignment, or of which the Client must reasonably understand that they are necessary for the execution of the Assignment.

4.2 The Services and the Deliverables are based on the information, documents, specifications, descriptions and instructions provided by or on behalf of the Client. The Client warrants that this information is complete, accurate and up to date. Trade Controls Compliance is entitled to rely on it and has no independent obligation to verify it, in particular where the information concerns facts, technical particulars or commercial circumstances that lie within the sphere of the Client, its group companies, its suppliers or its counterparties.

4.3 If the information referred to in Article 4.2, the underlying facts, the configuration of the subject matter or the intended use changes after a Deliverable has been issued, that Deliverable no longer applies to the changed situation until Trade Controls Compliance has reassessed it. Such reassessment is a separate Assignment.

4.4 Any additional reasonable costs incurred by Trade Controls Compliance as a result of a delay caused by the Client failing to make the requested information and documents available in a timely and correct manner shall be borne by the Client. The consequences of such a delay for the execution of the Assignment shall not be held against Trade Controls Compliance.

4.5 The Client shall ensure that it lawfully holds any personal data made available to Trade Controls Compliance and that it is made available lawfully, in accordance with the General Data Protection Regulation. Trade Controls Compliance processes personal data only to the extent necessary for the Assignment and in accordance with its privacy policy.

4.6 The Client permits Trade Controls Compliance, and the persons involved by or on behalf of Trade Controls Compliance, to share details about the Client and the Assignment only to the extent necessary for the performance of the Assignment.

Article 5 - Fees

5.1 The Fees charged by Trade Controls Compliance are based on the hourly rate agreed between the Parties. The Client is obliged to pay the Fees for Services performed at the Client's request.

5.2 Any estimate of hours or costs is indicative and does not constitute a fixed price. Where Trade Controls Compliance foresees that an estimate will be materially exceeded, it shall inform the Client in a timely manner.

5.3 Trade Controls Compliance is entitled to adjust the agreed hourly rate with effect from 1 January of each year, subject to prior written notice to the Client.

5.4 Travel and accommodation costs, disbursements and the costs of third parties engaged with the Client's knowledge are charged in addition to the Fees, together with VAT where applicable.

5.5 Before the Services commence and during their execution, Trade Controls Compliance is entitled to suspend the Services until the Client has paid an amount, determined in all reasonableness and fairness, for the work to be carried out or already performed.

Article 6 - Payment

6.1 Payments by the Client shall be made without deduction, discount or set-off, within the agreed period and in no case later than fourteen (14) days from the invoice date. An objection to an invoice does not suspend the Client's payment obligations.

6.2 Payments shall be made in euros, unless the Agreement specifically states another currency, by transfer to a bank account specified by Trade Controls Compliance.

6.3 If the Client fails to pay within the agreed period, the Client is in default by operation of law. Trade Controls Compliance is then entitled to charge statutory commercial interest on the outstanding amount from the due date, without further summons or notice of default, without prejudice to its other rights.

6.4 The actual and reasonable judicial and extrajudicial collection costs incurred by Trade Controls Compliance as a result of the Client's failure to meet its payment obligations shall be borne by the Client, subject to a minimum of EUR 250 and in accordance with the applicable statutory rules.

6.5 If the Client remains in default after a written reminder, Trade Controls Compliance is entitled to suspend the Services until payment has been received in full.

Article 7 - Liability

7.1 Trade Controls Compliance is liable only for direct damage attributable to it. Any further liability for damage resulting from the execution of the Assignment or otherwise related to the Services is excluded, except in the event of intent or wilful recklessness on the part of Trade Controls Compliance.

7.2 The total liability of Trade Controls Compliance towards a Client, per event and in the aggregate for all Assignments performed for that Client, is limited to the higher of: (a) the total Fees invoiced to and paid by that Client in the twelve (12) months preceding the event causing the damage; or (b) the amount actually paid out in the relevant case under the professional liability insurance of Trade Controls Compliance, increased by the applicable deductible. A series of related events counts as one event.

7.3 Liability for indirect and consequential damage is excluded for both Parties. This includes in any event loss of profit, loss of turnover, loss of goodwill or reputation, business interruption, loss of data, and any administrative fine, penalty, forfeiture or other sanction imposed on the Client, as well as the refusal, suspension or withdrawal of any licence, authorisation, registration or approval by an authority.

7.4 Without prejudice to Article 6:89 of the Dutch Civil Code, any right to compensation lapses twelve (12) months after the occurrence of the event that directly or indirectly caused the damage.

7.5 The Client indemnifies Trade Controls Compliance against claims of third parties arising from or related to the Services, insofar as such claims arise from information provided by the Client or from decisions taken by the Client, and insofar as Trade Controls Compliance would be required to pay more than it would have owed the Client under this Article 7.

7.6 The limitations and exclusions in this Article 7 also apply for the benefit of the persons involved by or on behalf of Trade Controls Compliance in the execution of the Assignment.

Article 8 - Confidentiality

8.1 Each Party shall keep confidential all non-public information received from the other Party, as well as all results obtained from processing that information, and shall not disclose it to third parties who are not involved in the performance of the Services.

8.2 The obligation in Article 8.1 does not apply to information that is or becomes publicly available other than through a breach of these General Terms and Conditions, that was lawfully obtained from a third party, that was independently developed, or that must be disclosed under a legal provision, a binding order or applicable sector guidance. In the latter case the disclosing Party shall inform the other Party in advance, to the extent permitted.

8.3 Neither Party is authorised to use the information made available to it for any purpose other than the purpose for which it was made available.

8.4 The obligations under this Article continue for five (5) years after the end of the Assignment, and for as long as the information qualifies as a trade secret.

8.5 Trade Controls Compliance remains entitled to use the general knowledge, experience, working methods, templates and know-how developed or applied in the course of an Assignment, provided that no confidential information is disclosed and the Client is not identifiable.

8.6 Where the Parties have concluded a separate non-disclosure agreement, that agreement prevails over this Article in respect of confidentiality.

Article 9 - Scope of the Services, export control and sanctions

9.1 The Services are advisory in nature. Trade Controls Compliance does not provide legal services. No attorney-client relationship and no legal professional privilege arise from the Services. Where a matter requires legal advice, Trade Controls Compliance will say so and refer the Client on.

9.2 Assessments, opinions, classifications and recommendations issued by Trade Controls Compliance are reasoned professional judgements. Only a competent authority can issue a binding determination. Trade Controls Compliance does not warrant that an authority, a customs administration, a counterparty, an auditor or any other third party will adopt its view.

9.3 The Client remains responsible for its own compliance with applicable law, including its position as exporter or as the party responsible for a transaction, the submission of declarations, filings, notifications and licence applications, the signing of documents, record keeping, and all final decisions. Trade Controls Compliance does not sign, submit or execute documents on behalf of the Client and is not authorised to do so.

9.4 A Deliverable reflects the legislation, control lists, restrictive measures, guidance and facts known at the date of issue. Trade Controls Compliance has no obligation to monitor subsequent developments or to update a Deliverable, unless expressly agreed in writing.

9.5 Trade Controls Compliance may suspend or terminate the Services with immediate effect and without liability if performance would or might conflict with export control, sanctions or other restrictive measures applicable to Trade Controls Compliance, or if the Client, a party involved in the Assignment, a shareholder or a beneficial owner becomes subject to a restrictive measure or is placed on a restricted party list. Fees for work already performed remain payable.

9.6 The Client shall inform Trade Controls Compliance without delay of any circumstance that is relevant for the application of Article 9.5.

Article 10 - Term and termination

10.1 An Assignment ends upon completion of the agreed Services.

10.2 A framework arrangement entered into for an indefinite period may be terminated by either Party in writing subject to a notice period of thirty (30) days. Assignments already commenced shall be completed unless the Parties agree otherwise.

10.3 Either Party may terminate the Agreement with immediate effect in writing if the other Party is in material breach and fails to remedy that breach within fourteen (14) days of a written notice of default, if the other Party is declared bankrupt or granted a suspension of payments, or in the situation described in Article 9.5.

10.4 Upon termination, the Fees and costs for Services performed up to the effective date remain payable. Trade Controls Compliance shall hand over the work performed in the state it is in at that moment.

10.5 Articles 6, 7, 8, 9, 12 and 13 survive the end of the Agreement.

Article 11 - Force majeure

11.1 Neither Party is liable for a failure to perform that is caused by force majeure.

11.2 Force majeure includes, without limitation: changes in export control, sanctions, customs or other applicable legislation; the refusal, suspension or withdrawal of a licence, authorisation or approval; measures, orders or investigations of any authority; the listing of a Party or of a party involved in the Assignment; war, acts of terrorism, civil unrest and epidemics; failure of suppliers or subcontractors; interruption of power, internet or telecommunications; cyber incidents; and prolonged illness or incapacity of the consultant performing the Assignment.

11.3 During force majeure the obligations of the Parties are suspended. If the situation continues for more than sixty (60) days, either Party may terminate the Agreement in writing without being liable for damages. Services performed remain payable.

Article 12 - Applicable law and choice of court

12.1 Dutch law applies exclusively to all Agreements between Trade Controls Compliance and the Client to which these General Terms and Conditions apply in whole or in part, including in relation to parties who make use of the Services of Trade Controls Compliance.

12.2 Any dispute arising from such an Agreement, or from any further agreement derived from it, shall be submitted to the competent court of the District of Rotterdam, the Netherlands.

Article 13 - Concluding remarks

13.1 These terms and conditions shall be referred to as “General terms and conditions Trade Controls Compliance B.V. (July 2026)”.

13.2 These General Terms and Conditions are drawn up in English. Any translation is provided for convenience only, and in the event of a discrepancy the English text prevails.

13.3 These General Terms and Conditions replace all previous general terms and conditions used by Trade Controls Compliance.