



## Our General Terms and Conditions

Working with us in any capacity or using our services in any form requires acceptance of these terms.

### 1. Field of application

The General Terms and Conditions (GTC) apply to all contracts of Customs Manager Ltd. with their clients and subscribers, irrespective of the content and legal nature of the consultancy, training or trade intelligence services offered or contractually assumed by Customs Manager Ltd.

Insofar as contracts or offers of the Customs Manager Ltd. contain written provisions that deviate from the GTC, these individually offered contract rules shall take precedence over the GTC. Any changes must be made in a written form. Within the framework of an existing business relationship, the GTC is valid, even if not referenced in a single transaction.

### 2. Contract

A contractual relationship is only established by placing an order or signature of a contract and confirmation by the Customs Manager Ltd.

### 3. Client's obligations

To provide Customs Manager with the desired professional work, the client will inform Customs Manager Ltd. comprehensively about the business, organizational, technical and competitive situation of his company, as is appropriate. All questions of Customs Manager Ltd.'s employees regarding the actual and legal conditions within the customer company are answered as completely, possible, accurately and in the short term; as well as all questions about the actual and legal relationships between the customer and his business partners and competitors. The employees of Customs Manager Ltd. will only ask questions that may be of relevance to the project. We will also require clients to inform us without prior notice and as soon as possible about such circumstances that may be of importance to the project. Intermediate results and interim reports delivered by the Customs Manager Ltd. are to be immediately reviewed by the customer to determine whether the information contained therein relates to the customer or his company; Any necessary corrections and any change requests have to be reported to Customs Manager Ltd. immediately.

#### **4. Contract duration**

Any contract is concluded for an indefinite period but ends at the latest final settlement by Customs Manager Ltd.

#### **5. Termination**

The agreement can be cancelled by both sides by registered letter (also electronic – with acknowledgement by the receiver) up to 60 days. Termination without notice is possible for both parties in the event of a fundamental breach of the provisions after the other party has been given a reasonable period for rectification

#### **6. Invoice**

Customs Manager Ltd. is entitled to charge fees and expenses monthly, depending on the incident, to the client. A work log is kept. Contract-related invoices of the Customs Manager Ltd. due within 14 (fourteen) days. If the customer is in arrears with the settlement of due invoices, Customs Manager Ltd. is entitled to cease its work on the project until these requirements are met. In case of default, default interest of 8% will be charged from the due date.

#### **7. Default Services and exclusions**

Customs Manager Ltd. will only be in default with its services if these have been agreed as fixed dates for the completion dates and if the Customs Manager Ltd. is responsible for the delay.

Clients acknowledge that Customs Manager Ltd is not providing solicitor or attorney service, nor is Customs Manager Ltd. providing auditing or accounting services or opining on representations made in any financial statements. It is specifically recalled that any clients, customers or subscribers should consult with its own legal, auditing and accounting advisors regarding any matters requiring legal, auditing or accounting advice.

Customs Manager Ltd. is not responsible for force majeure, strikes, lockouts or the like. If such events make it impossible for the Customs Manager Ltd to render the service, the Customs Manager shall be exempted from rendering the service.

“Force majeure” shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and includes, but is not limited to, the following:

- Strikes, lockouts or other industrial action;
- Civil commotion, riot, invasion, war threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic, severe weather or another natural physical disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- Political interference with normal operations.

## **8. Liability**

If training, counselling, consultancy errors or incorrect or incomplete information are attributed to the fact that the customer has not fully or in due time fulfilled the obligations of clause 3, the liability of Customs Manager Ltd is excluded.

In no circumstances will Customs Manager Ltd be liable for any decision made or action was taken in reliance on the information provided by Customs Manager Ltd. or for any consequential, special or similar damages, even if advised of the possibility of such damages. In no event shall Customs Manager Ltd. be liable to the clients or subscribers' lost profits, or special, incidental, punitive or consequential damages (even if Customs Manager Ltd. has been advised of the possibility of such damages).

Furthermore, in no event shall Customs Manager's liability to the client or subscriber under any circumstances exceed the amount of compensation actually received by the Customs Manager Ltd. from the client or subscriber under these terms as of a date certain. Further, the Customs Manager Ltd. will not be liable for delays or performance failures due to circumstances beyond the companies or its employees' control.

Customs Manager Ltd. shall only be liable for damages of the customer if and insofar as these were caused by the Customs Manager Ltd. or through gross negligence. The proof will lead in case of dispute the customer.

In case of dispute, the customer shall prove the full and timely fulfilment of all obligations to cooperate.

All claims for damages to Customs Manager Ltd. expire after 3 years at the latest. The limitation period begins with the recognizability of the damage, but at the latest with the end of the contractual activity. The success of the cooperation resulting from the consultation cannot be guaranteed by Customs Manager Ltd. concerning the respective task.

## **9. Proprietary and Confidential Information of the Client**

Customs Manager Ltd. will not (either during or after the term of this Agreement) disclose or use, except in pursuit of the business of the client or any of its subsidiaries or affiliates, any Proprietary and Confidential Information of the Client, or any subsidiary or affiliate of the Client, acquired during the term of this Agreement.

Notwithstanding the foregoing, the restrictions contained in this Section 6 shall not apply to any Proprietary and Confidential Information that

- (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate)
- (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or
- (iii) is required by law or the order of any court or governmental agency,

or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, before making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

## **10. Intellectual Property of Customs Manager Ltd.**

Customs Manager Ltd. owns the copyrights in all its documents or verbal communications. Clients and subscribers expressly agree not to use this document in any way that infringes the intellectual property rights in it. Where a licence is required to view, access, download or make use of information, in whatever way provided, clients agree to obtain this licence. They may then, or where specifically authorised by Customs Manager Ltd, view, access, use, download and print the information which they may then use, copy or reproduce for the client's own internal non-profit making purposes. However, under no circumstances is the client permitted to use, copy or reproduce this document to profit or gain or to share with others that do not hold such licence. Also, clients must not sell or distribute this document to third parties who are not members of your organisation, whether for monetary payment or otherwise.

## **11. Indemnification of the Consultant.**

The client or subscriber shall indemnify, defend and hold Consultant harmless from and against any and all third party claims, liability, suits, losses, damages and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defence of any pending or threatened claim or any action or proceeding arising therefrom, that the Consultant incurs as a result of having performed services on behalf of the client or subscriber.

## **12. Choice of law and exclusion of GTC of client**

In addition to these GTC, this Agreement is governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim arising from this Agreement. General terms and conditions of the client have no effect on the Customs Manager Ltd if Customs Manager Ltd. does not expressly object to their inclusion.

## **13. Place of fulfilment and place of jurisdiction**

Place of fulfilment for services and payments is the United Kingdom. Place of jurisdiction is the United Kingdom.

## **14. Severability clause**

Should a provision of this contract be or become ineffective, the validity of this contract shall not be affected.