

## **CUSTOMS SUPPORT UK GENERAL TERMS AND CONDITIONS OF SERVICE**

### **1. General**

- 1.1 These general terms and conditions of service (the “Conditions”) shall apply in full on all services provided by CUSTOMS SUPPORT UK to the Customer unless otherwise explicitly agreed in writing by CUSTOMS SUPPORT UK. If CUSTOMS SUPPORT UK and the Customer have entered into a separate written Framework Agreement regarding CUSTOMS SUPPORT UK’s provision of services to the Customer, these Conditions shall apply in addition to the Framework Agreement.
- 1.2 For the purpose of these Conditions, “CUSTOMS SUPPORT UK” shall mean Duty Management Services Ltd trading as CUSTOMS SUPPORT UK; the “Customer” shall mean the company, which procures services from CUSTOMS SUPPORT UK, and “Specification” shall mean a process manual or a checklist containing a set of instructions issued by CUSTOMS SUPPORT UK to the Customer in relation to a specific Service.

### **2. Services**

- 2.1 The services which the Customer shall have the right to call-off and which shall be provided by CUSTOMS SUPPORT UK (the “Services”) are listed in a separate document (the “List of Services”). In addition to these Conditions, a Specification, provided by CUSTOMS SUPPORT UK to the Customer for each respective Service that the Customer wishes to call-off, shall apply to CUSTOMS SUPPORT UK’s provision of the Services.
- 2.2 CUSTOMS SUPPORT UK shall at all times apply reasonable endeavours to provide the Services in good time, in a professional manner.
- 2.3 CUSTOMS SUPPORT UK shall have the right to use any of its affiliates and business partners when performing the Services (“Subcontractors”).
- 2.4 Unless otherwise explicitly limited in an applicable Specification, CUSTOMS SUPPORT UK shall have the right, whilst carrying out a specific Service, to perform such actions and work deemed necessary by CUSTOMS SUPPORT UK in order to fulfill its commitment under a called-off Service and charge the Customer for any thereto related fees and costs, in addition to the fee for that Service set out in the List of Services under section 4.
- 2.5 CUSTOMS SUPPORT UK shall have the right to refrain from carrying out, or suspend, a Service if the performance of such Service will or could be contrary to statutory legal provisions, internal policies and/or ethical rules and furthermore if CUSTOMS SUPPORT UK in its sole discretion deems information and/or documentation provided by the Customer to be incomplete, incorrect and/or inadequate, without thereby incurring any liability whatsoever towards the Customer. If CUSTOMS SUPPORT UK refrains from carrying out, or suspends, a Service, it shall inform the Customer of the reason thereto.

### 3. Duties and Responsibilities of the Customer

- 3.1 The Customer acknowledges and agrees that the Customer has a duty to timely disclose any and all information and documentation required by CUSTOMS SUPPORT UK in order for CUSTOMS SUPPORT UK to perform the Services, and that CUSTOMS SUPPORT UK rightly will be relying on such when providing the Services. The Customer shall further notify CUSTOMS SUPPORT UK immediately and in full of any facts or circumstances which the Customer knows or could reasonably know are or could be of importance for the provision of the Services by CUSTOMS SUPPORT UK, and promptly review all documentation and/or data and immediately notify CUSTOMS SUPPORT UK of any inaccuracies, errors or omissions found therein.
- 3.2 The Customer shall warrant the accuracy and timeliness of all data and information provided to CUSTOMS SUPPORT UK, even when the information and data originates from a third party, and is liable for all taxes, interest, penalties and other fees as may be assessed by the government for non-compliance, omissions, errors and audits. Except where precluded by the content of the Services, CUSTOMS SUPPORT UK shall not be obliged to perform a specific investigation of the accuracy and completeness of the information provided by the Customer.
- 3.3 The Customer acknowledges that it shall solely be liable for any duty it may have for maintaining records required under the applicable customs and/or other laws and regulations. CUSTOMS SUPPORT UK will only keep such records that CUSTOMS SUPPORT UK is required to maintain by applicable laws and regulations pertaining to the business of CUSTOMS SUPPORT UK, but CUSTOMS SUPPORT UK shall not act as a record keeper or recordkeeping agent for the Customer.
- 3.4 The Customer shall promptly review the results of a performed Service and without undue delay inform CUSTOMS SUPPORT UK in writing of any claim it may have in relation thereto.
- 3.5 The Customer shall immediately inform CUSTOMS SUPPORT UK of any reduction of the Customer's credit rating. In such event, the Customer shall, at the request of CUSTOMS SUPPORT UK, offer adequate securities for its commitments under the agreement. If no such securities are offered or deemed inadequate by CUSTOMS SUPPORT UK, CUSTOMS SUPPORT UK shall have the right to terminate or suspend further performance of Services until adequate securities have been offered or immediately terminate the agreement without incurring any liability of any kind towards the Customer.
- 3.6 CUSTOMS SUPPORT UK has been granted the status of Authorized Economic Operator (so called AEO-status) and shall apply reasonable endeavours to maintain the AEO-status.
- 3.7 As a result of section 3.6 the Customer shall ensure that any information which is sensitive from a security aspect is not disclosed to unauthorized parties. In addition, the Customer shall, including when contracting sub-contractors and/or business partners, ensure that it fulfills and complies with any national and international regulations pertaining to security, protection and trade compliance as applicable from time to time. Such obligation applies in particular to individuals holding a leading position at the Customer as well as any position

having a direct connection to the handling, storage and movement of goods. Such position must not be held by individuals registered on any from time to time existing black lists issued as a result of national or international regulations pertaining to security, protection and trade compliance.

#### **4. Fees and payment**

- 4.1 The fees for Services (excluding VAT) are set out in the List of Services agreed upon between CUSTOMS SUPPORT UK and the Customer, and as amended by CUSTOMS SUPPORT UK from time to time. CUSTOMS SUPPORT UK shall have the right to change the fees for the Services at any time by giving the Customer no less than 30 days' notice.
- 4.2 The Customer shall pay CUSTOMS SUPPORT UK for the Services within 10 days from date of invoice, unless CUSTOMS SUPPORT UK requires cash payment in advance or requires at its sole discretion payment within a shorter term in specific cases. All payments shall be made in the currency set out in the List of Services. CUSTOMS SUPPORT UK shall upon late payment by the Customer be entitled to interest on the sum overdue from the due date until full payment has been made. The interest rate shall be calculated in accordance with the Late Payment of Commercial Debt (Interest) Act 1998.
- 4.3 CUSTOMS SUPPORT UK shall have the right to suspend (further) provision of the Services in case of the Customer's default of payment, and to request security for payment of further provision of the Services.
- 4.4 In the event that CUSTOMS SUPPORT UK shall in respect of the Services performed on behalf of the Customer, be or become liable to pay to the authorities or other third parties taxes, customs duties, fines and/or any other fees, the Customer shall pay such amount to CUSTOMS SUPPORT UK prior to CUSTOMS SUPPORT UK being required to pay such taxes, duties, fines and/or fees. CUSTOMS SUPPORT UK may charge the Customer a fee in case such taxes, duties, fines and/or fees are paid by CUSTOMS SUPPORT UK on behalf of the Customer.
- 4.5 Notwithstanding clause 4.4, the Customer shall provide security upon first written demand for any amount owed, or that shall be owed, by the Customer to CUSTOMS SUPPORT UK. CUSTOMS SUPPORT UK shall not be obliged from its own means to provide security for the payment of taxes, customs duties, fines and/or any other fees, should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand from CUSTOMS SUPPORT UK to provide security shall be borne by the Customer.

#### **5. Cancellation and deferral of called-off Services**

- 5.1 The Customer shall have the right to cancel any called-off Service by giving CUSTOMS SUPPORT UK written notice thereof. In such an event, CUSTOMS SUPPORT UK shall have the right to invoice the Customer for Services rendered so far, accrued costs and a cancellation fee amounting up to a maximum of 100 % of the fee for the Service cancelled.
- 5.2 If the Customer has deferred the Service more than 7 days from intended commencement date, the Service shall be deemed cancelled by the Customer, and CUSTOMS SUPPORT

UK shall have the right to invoice the Customer for Services rendered so far, accrued costs and a cancellation fee amounting up to a maximum of 100 % of the fee for the Service cancelled.

5.3

## **6. Liability**

6.1 All Services shall be at the Customer's expense and risk.

6.2 CUSTOMS SUPPORT UK shall not be liable for any damage whatsoever, unless the Customer proves that the damage has been caused by fault or negligence on the part of CUSTOMS SUPPORT UK or the latter's employees.

6.3 CUSTOMS SUPPORT UK's liability shall in all cases be limited in accordance with clause 7 of these Conditions.

## **7. Disclaimers, Limitation of liability**

7.1 Except as specifically set forth herein, CUSTOMS SUPPORT UK makes no express or implied warranties in connection with its provision of the Services or those of any third party.

7.2 In no event shall CUSTOMS SUPPORT UK be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, or loss of profit and/or of revenue, even if it has been advised of the possibility of such damages, or for the acts of third parties.

7.3 CUSTOMS SUPPORT UK's liability for a Service performed, whether arising from contract, tort (including negligence) or otherwise, connected with or resulting from CUSTOMS SUPPORT UK's provision of such Service shall in no event exceed 100 % of the fee agreed for the Service which has given rise to such claim.

7.4 CUSTOMS SUPPORT UK shall under no circumstances be held liable in relation to any claim made by the Customer towards CUSTOMS SUPPORT UK unless the Customer submits such claim in writing to CUSTOMS SUPPORT UK without undue delay.

7.5 Every claim of the Customer against CUSTOMS SUPPORT UK shall be timebarred by the mere expiry of a period of one year after the Service to which the claim relates to has been, or was designated to be, carried out by CUSTOMS SUPPORT UK.

7.6 CUSTOMS SUPPORT UK shall not be responsible for action taken or fines or penalties assessed by any governmental agency because of the failure on the part of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

7.7 The Customer agrees that in connection with any and all Services performed by CUSTOMS SUPPORT UK, CUSTOMS SUPPORT UK shall only be liable for its negligent acts, which are the direct and proximate cause of loss or damage to the Customer.

7.8 CUSTOMS SUPPORT UK and the Customer acknowledge that the limitations of liability set out herein reflect an informed, voluntary allocation between CUSTOMS SUPPORT UK and

the Customer of the risks (known or unknown) that may exist in connection with CUSTOMS SUPPORT UK's provision of the Services.

- 7.9 The Customer shall, subject to the terms hereof, only be entitled to claim compensation in respect of the Services from CUSTOMS SUPPORT UK. The Customer irrevocably waives any claims against CUSTOMS SUPPORT UK's affiliates, directors, employees, agents and Subcontractors.

## 8. **Indemnification**

The Customer agrees to indemnify and hold CUSTOMS SUPPORT UK, its directors, employees, agents and Subcontractors harmless against any and all actions, causes of action, liability, loss, damages, costs (including work), claims, penalties, fines and/or expenses or demands of any nature whatsoever, including but not limited to reasonable attorney's fees, which CUSTOMS SUPPORT UK, its directors, employees, agents and Subcontractors may incur, suffer or be required to pay arising from (i) inaccuracies, mistakes or omissions in the information and documentation provided to CUSTOMS SUPPORT UK by the Customer; (ii) the Customer's, its agent's or representative's conduct which violates any applicable laws or regulations; or (iii) any other breach by the Customer of any of its obligations set out in these Conditions or elsewhere in the agreement with CUSTOMS SUPPORT UK.

## 9. **Force majeure**

CUSTOMS SUPPORT UK shall not be liable for loss, damage, delay or monetary losses of any type caused by acts of God, public authorities acting with actual or apparent authority, strikes, general labor disputes, weather, fire, technological failures, aircraft failures, civil commotions, acts or omissions of customs or quarantine officials, public enemies, hazards incident to a state of war, acts of terrorism, pandemics, cyber attacks and acts, defaults or omissions of the Customer or a third party, including, but not limited to, improper packing or marking and default or delay in services from Subcontractors due to such circumstances as set forth in this clause, or other cause beyond CUSTOMS SUPPORT UK's reasonable control. CUSTOMS SUPPORT UK shall promptly give notice to the Customer of its non-performance and shall make commercially reasonable efforts to remove such cause of non-performance.

## 10. **BREXIT**

- 10.1 CUSTOMS SUPPORT UK's ability to carry out a Service may be affected by the consequences, over an extended period of time after expiry of the transition period, of the United Kingdom separating from the European Union regulatory framework (commonly referred to as "BREXIT"). The Customer therefore acknowledges and accepts that CUSTOMS SUPPORT UK shall not be held liable for loss, damage, costs, delay or monetary losses of any type in relation to any non- or faulty performance on its behalf caused by BREXIT that is beyond CUSTOMS SUPPORT UK's reasonable control, without it affecting the Customer's payment obligations towards CUSTOMS SUPPORT UK. CUSTOMS SUPPORT UK shall give notice to the Customer of the cause of its non- or faulty performance upon which the

parties shall, through negotiations in good faith, jointly and without undue delay make commercially reasonable efforts to remove such cause or agree upon an alternative solution.

- 10.2 CUSTOMS SUPPORT UK shall have the right to invoice the Customer for any costs, including but not limited to cost increases from the imposition of tariffs, taxes, border handling or movements in exchange rates, incurred by CUSTOMS SUPPORT UK as a result of its work pertaining to the removal of cause or implementation of any jointly agreed alternative solution as described above.
- 10.3 The Customer acknowledges that CUSTOMS SUPPORT UK will not be able to investigate delays of transports due to reasons outside CUSTOMS SUPPORT UK's control.
- 10.4 For the avoidance of any doubt, BREXIT does not in itself give a party a right to terminate the cooperation under these Conditions.

#### **11. Set-off**

No party shall have the right to set-off, or to withhold payments to the other party, in connection with any amounts due.

#### **12. Modification of the Conditions**

These Conditions may be amended by CUSTOMS SUPPORT UK at any time, and from time to time. Such amendments shall be notified to the Customer not later than thirty (30) days prior to the entry into force thereof.

#### **13. Confidentiality**

All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party or to any of its business matters, which has been disclosed or may be disclosed to the other party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the agreement, nor be disclosed by it to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld).

#### **14. Termination**

- 14.1 Either party may terminate the cooperation under these Conditions by giving three (3) months written notice to the other party, in relation to Services which currently are being carried out by CUSTOMS SUPPORT UK on request by the Customer.
- 14.2 Upon any failure of either party to keep or perform any of its material obligations hereunder and the continuation of such material default, for thirty (30) days after the defaulting party has been notified by the non-defaulting party, the non-defaulting party may, at its sole option and in addition and without prejudice to its other lawful rights and remedies or as otherwise granted herein, terminate the agreement with immediate effect upon notice to the defaulting



party. The insolvency of, or stoppage of payment by, either party or the voluntary commencement of a bankruptcy, insolvency or receivership or any similar proceeding against either party shall be deemed a default for the purposes of this section.

- 14.3 If the Customer breaches any of its obligations under section 3.7, CUSTOMS SUPPORT UK shall have the right to issue a written notice of rectification. If no rectification has been made within thirty (30) days of receiving such notice, CUSTOMS SUPPORT UK shall have the right to terminate the cooperation within immediate effect without incurring any liability towards the Customer.
- 14.4 Neither expiration nor termination of the agreement shall relieve either party of obligations incurred prior to termination, which expressly or by their nature survive termination.

## **15. Governing Law and dispute resolution**

- 15.1 English Law applies to the agreement between the Parties.
- 15.2 Any dispute, controversy or claim arising out of or in connection with the agreement, or the breach, termination or invalidity thereof, shall be solved by discussions held in good faith and in line with the overall good spirit of the agreement between the parties.
- 15.3 Where the dispute cannot be settled within four weeks by discussions held between the Parties, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply.
- 15.4 The seat of arbitration shall be London, England, and the language to be used in the arbitral proceedings shall be English.
- 15.5 All arbitral proceedings, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.
- 15.6 Irrespective of what is set forth in this clause 15 above, claims for preliminary injunctions, for payment and claims in respect security to be granted by the Customer may be instituted by CUSTOMS SUPPORT UK in any competent court of justice.