# General Terms and Conditions

Smart Trade Compliance B.V. - Version 2026.1 - 9 October 2026 - replaces all previous versions

## Article 1 - Definitions

In these General Terms and Conditions, the following terms have the meanings set out below:

1.1 **STC:** Smart Trade Compliance B.V., a private limited company (besloten vennootschap) having its registered office in Rotterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 42053948 and for VAT purposes under number NL869496414B01, also trading as Smart Trade Compliance®.

1.2 **Client:** any natural person or legal entity that engages STC to perform Work, or that is negotiating with STC with a view to such an engagement.

1.3 **Engagement:** the agreement between STC and the Client under which STC performs Work, including any related agreement such as a confidentiality agreement.

1.4 **Work:** all work, services and other activities that STC performs for the Client, in the broadest sense, including in any event the activities specified in the Quotation or Order Confirmation.

1.5 **Deliverables:** all reports, advice, analyses and other results of the Work provided by STC to the Client.

1.6 **Quotation:** a written offer by STC describing the Work, the fees and the applicable conditions.

1.7 **Order Confirmation:** the Client's written acceptance of a Quotation, or STC's written confirmation of an engagement granted by the Client.

1.8 **In writing:** on paper or by email.

## Article 2 - Applicability

2.1 These General Terms and Conditions apply to all Quotations issued by STC and to the formation, content and performance of all Engagements.

2.2 The applicability of any general terms and conditions of the Client is expressly rejected, unless STC has accepted them in writing. In that case, these General Terms and Conditions prevail in the event of any conflict.

2.3 Deviations from these General Terms and Conditions are only valid if agreed in writing and apply only to the Engagement for which they were agreed.

2.4 If any provision of these General Terms and Conditions is void or annulled, the remaining provisions remain in full force. The parties shall replace the provision concerned by a valid provision that approximates its purpose as closely as possible.

## Article 3 - Quotations and formation of the Engagement

3.1 Quotations are valid for 30 days from their date, unless stated otherwise in the Quotation.

3.2 The Engagement is formed upon signature of the Quotation or Order Confirmation by the Client, upon acceptance by email, or as soon as STC commences the Work at the Client's request.

3.3 The Engagement is entered into for an indefinite period, unless the nature or content of the Engagement indicates that it has been entered into for a fixed term or for a specific assignment.

## Article 4 - Performance of the Work

4.1 STC performs the Work independently and to the best of its knowledge and ability, in accordance with the standards of good professional practice. The Engagement constitutes an obligation of means (inspanningsverplichting), not an obligation of result, unless expressly agreed otherwise in writing.

4.2 STC determines the manner in which the Work is performed, including its working methods, planning and the equipment and tools used, and shall, where possible, take into account timely and reasonable instructions of the Client regarding the content of the Work.

4.3 STC may have certain Work performed by persons or third parties designated by STC, subject to the same obligations of confidentiality, unless otherwise agreed with the Client in writing. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code do not apply.

4.4 Periods and deadlines stated by STC are indicative and never constitute strict deadlines, unless expressly agreed otherwise in writing.

4.5 Decisions based on the Deliverables, and customs declarations, applications and notifications to authorities, remain the responsibility of the Client, unless STC has expressly been engaged in writing to file them as representative.

## Article 5 - Obligations of the Client

5.1 The Client shall provide STC in a timely manner with all information, documents and data that STC reasonably requires for the Work, and with access to its premises, systems and staff insofar as necessary.

5.2 The Client is responsible for the accuracy, completeness and reliability of the information provided by or on behalf of the Client.

5.3 If the Client does not, not in time or not properly fulfil these obligations, STC may suspend the Work. Any resulting delay is not attributable to STC, and any additional costs are charged to the Client at the applicable rates.

## Article 6 - Fees

6.1 The fees of STC are calculated on the basis of time spent at the applicable hourly rate, unless a fixed price or other fee arrangement has been agreed in the Quotation or Order Confirmation. All amounts are in euros and exclusive of VAT.

6.2 Travel time and travel expenses are charged in accordance with the Quotation. Costs of third parties engaged with the Client's consent are charged separately.

6.3 STC may adjust its hourly rates annually as of 1 January. For Engagements with a fixed price, the agreed price applies for the duration of the agreed Work.

6.4 STC may require an advance payment before commencing or continuing the Work and may suspend the Work until it has been received. Advance payments are set off against the final invoice.

6.5 Fees are invoiced monthly, upon completion of the Work, or in accordance with the invoicing schedule set out in the Quotation.

## Article 7 - Payment

7.1 Invoices shall be paid within 14 calendar days of the invoice date, in euros, to the bank account stated by STC, without any discount, deduction or set-off.

7.2 If the Client fails to pay within that period, the Client is in default by operation of law. From the due date, STC may charge the statutory commercial interest (article 6:119a Dutch Civil Code) and may suspend the Work until payment has been made in full.

7.3 All judicial and extrajudicial collection costs are borne by the Client. Extrajudicial collection costs amount to 15% of the outstanding amount, with a minimum of EUR 250.

## Article 8 - Complaints

8.1 Complaints about the Work or an invoice must be submitted to STC in writing within 30 days of the dispatch date of the Deliverables or invoice concerned, or, if the Client demonstrates that the defect could not reasonably have been discovered earlier, within 15 days of its discovery.

8.2 A complaint does not suspend the Client's payment obligations.

8.3 If a complaint is not submitted in time, all rights of the Client in respect of the complaint lapse.

8.4 If a complaint is justified, STC shall, at its option, correct the Work concerned free of charge or credit a proportionate part of the fee.

## Article 9 - Liability

9.1 STC is only liable for damage that is the direct result of an attributable failure in the performance of the Engagement caused by wilful misconduct or gross negligence on the part of STC.

9.2 STC is not liable for indirect damage, including consequential damage, loss of profit, lost savings, reputational damage and damage due to business interruption.

9.3 STC is not liable for damage resulting from STC having relied on incorrect or incomplete information provided by or on behalf of the Client.

9.4 The liability of STC is in all cases limited to the lower of (a) the invoiced value of the part of the Engagement from which the liability arises and (b) the amount paid out under STC's professional liability insurance in the case concerned, increased by the applicable deductible. If no payment is made under that insurance, the limit under (a) applies. For Engagements with a duration of more than six months, the limit under (a) is further restricted to the fees invoiced over the six months preceding the event causing the damage.

9.5 Customs duties, import VAT, excise duties, anti-dumping duties and other taxes and levies that are due by law, as well as administrative fines, penalties and interest imposed by any authority, never constitute damage for which STC is liable.

9.6 Any claim for damages must be notified to STC in writing within six months of the completion of the Work concerned, failing which the Client's rights lapse.

9.7 The limitations of liability in this article also apply to any liability arising from a confidentiality agreement between STC and the Client, and are also stipulated for the benefit of persons and third parties engaged by STC.

## Article 10 - Confidentiality

10.1 STC shall keep confidential all information of a confidential nature that the Client makes available, as well as the results obtained from processing it, and shall not disclose it to third parties not involved in the Engagement.

10.2 STC shall use such information solely for the purpose for which it was obtained, unless otherwise agreed in writing.

10.3 The confidentiality obligation does not apply insofar as STC is required by law, a court order or a request of a competent authority to disclose information, nor to disclosure to STC's legal advisers, accountants and insurers who are bound by a duty of confidentiality.

10.4 STC shall only name the Client as a reference with the Client's prior consent.

10.5 If STC and the Client have entered into a separate confidentiality agreement, that agreement prevails over this article as regards confidentiality. The other provisions of these General Terms and Conditions, including Article 9, remain applicable.

## Article 11 - Information security and personal data

11.1 STC performs the Work on its own secured equipment and takes appropriate technical and organisational measures to protect the Client's information, including encryption and multi-factor authentication.

11.2 STC may use secured cloud services and AI-assisted tools under business accounts, provided that the supplier does not use the information entered for training its models and is bound by appropriate security and confidentiality obligations. Where reasonably possible, STC pseudonymises personal data and transaction data before such use. At the Client's request, STC shall refrain from such use for a specific Engagement.

11.3 STC processes personal data in accordance with Regulation (EU) 2016/679 (GDPR). Insofar as STC processes personal data on behalf of the Client as a processor, the parties shall, at the request of either party, enter into a data processing agreement.

## Article 12 - Intellectual property

12.1 All intellectual property rights in the methods, audit plans, templates, checklists, questionnaires, tools and other materials used or developed by STC remain vested in STC or its licensors.

12.2 Upon full payment, the Client obtains a non-exclusive, non-transferable right to use the Deliverables within its own organisation. The Client may share the Deliverables with competent authorities, including Customs in the context of an AEO authorisation, and with its auditors and advisers.

12.3 Any other use, publication or disclosure of the Deliverables to third parties requires STC's prior written consent. STC remains free to use the general knowledge and experience acquired in performing the Work, without disclosing confidential information of the Client.

## Article 13 - Termination and suspension

13.1 An Engagement for an indefinite period may be terminated by either party in writing, subject to a notice period of one month. An Engagement for a specific assignment ends upon completion of the Work.

13.2 Either party may terminate the Engagement with immediate effect in writing if the other party is declared bankrupt, is granted a suspension of payments or is wound up.

13.3 Upon termination, the Client shall pay for the Work performed up to the termination date and for any costs reasonably incurred. For fixed-price Engagements, the Work performed is charged in proportion to the agreed price.

## Article 14 - Force majeure

14.1 STC is not obliged to perform any obligation if it is prevented from doing so by circumstances beyond its control, including illness of the person performing the Work, failures of IT systems or services of third parties, and government measures.

14.2 If the force majeure situation lasts longer than 60 days, either party may terminate the Engagement in writing, without any obligation to pay compensation. Work already performed shall be paid for.

## Article 15 - Applicable law and disputes

15.1 All Engagements and these General Terms and Conditions are governed exclusively by the laws of the Netherlands.

15.2 All disputes shall be submitted exclusively to the competent court in Rotterdam, the Netherlands, unless mandatory law provides otherwise.

## Article 16 - Final provisions

16.1 These General Terms and Conditions are available in Dutch and English. In the event of any discrepancy, the Dutch text prevails.

16.2 STC may amend these General Terms and Conditions. The version applicable at the time the Engagement was formed applies to that Engagement. The current version is available at www.smarttradecompliance.com and is provided free of charge on request.