

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

The terms referred to below in these general terms and conditions are defined as follows:

1. Contractor: the private company with limited liability SMEI Agency B.V., listed in the Commercial Register of the Chamber of Commerce under number 24382211.
2. Customer: the natural person, legal entity or public body that concludes an agreement with the contractor or to whom the contractor makes an offer.

Article 2. Applicability

1. These terms and conditions apply to all offers made by the contractor and to all agreements concluded by the contractor with customers and to all obligations and (legal) acts flowing from them.
2. The applicability of any purchasing or other conditions of the customer are explicitly rejected. The (purchasing) terms and conditions of the customer only apply if it has been agreed in writing or by e-mail that they will apply to the agreement between the parties to the exclusion of the general terms and conditions of the contractor.

Article 3. Offer and agreement

1. Offers made by the contractor shall be valid for a period of three (3) months after the date of the offer, unless otherwise stated in the offer, and they shall form part of the agreement once it has been concluded.
2. The customer vouches for the correctness and completeness of the information provided to the contractor by it or on its behalf, on which information the contractor bases its offer.
3. An agreement is concluded by the customer's written or electronic acceptance of the contractor's offer. In the event that acceptance depends on changes to the contractor's offer, an agreement will only be concluded after the contractor agrees to the changes in writing or electronically.

Article 4. Changes, cancellation and hindrance

1. The agreement may no longer be changed by the customer after it has been concluded, unless the contractor agrees to this in writing or by e-mail. Changes to the agreement include (but are not limited to): instructions changed after receiving the order, additional or less work and changes in the customer's planning that has consequences for the implementation of the order by the contractor. The changes will be made in proper consultation with each other if the contractor accepts them.
2. Cancellation is only possible if the contractor has not yet started implementing the agreement and the customer compensates the contractor for any damage caused by the cancellation. This damage includes losses and loss of profit suffered by the contractor and the costs that it has already incurred by performing preparatory work.
3. Hindrance, where (persons associated with) the customer fail(s) to respond or show up such that the contractor is unable to provide its services, shall in each case be for the expense and risk of the customer.

Article 5. Rates

1. All rates quoted by the contractor are excluding value added tax (VAT) and/or other levies imposed by the government, unless otherwise stated in the offer or the agreement.
2. The contractor is entitled to a fee for the work that it performs based on the applicable hourly rate and the hours actually spent, plus VAT and any other costs, unless the parties agree to other pricing. Interim instalments will be charged as regularly as possible for as long as an order is not complete.
3. If the agreement is changed within the meaning of article 4(1) of these general terms and conditions, the contractor may increase the agreed rate pro rata.
4. If the contractor and customer agreed to a fixed fee or hourly rate, the contractor still entitled to increase this fee or rate.
5. The contractor may pass on price increases, if the contractor can demonstrate that significant price increases have occurred between the time of the offer and the performance of the order. The contractor may also increase the agreed rate, if circumstances arise after the conclusion of the agreement that justify a price increase. In any case, such a circumstance exists in the event of: an increase in the costs of materials and/or services required for the performance of the agreement, an increase in shipping costs, wages, employer's contributions, national insurance, costs associated with other employment conditions, the introduction of new taxes and an increase in existing government levies, a considerable change in currency exchange rates or, generally speaking, circumstances that are comparable to the foregoing.
6. The contractor may increase the agreed rate annually with effect from 1 January of each year on the basis of the price index for commercial services as published by Centraal Bureau voor de Statistiek (Statistics Netherlands) in the year prior to the rate increase.
7. The contractor shall pay the costs of third parties that are incurred within the scope of the order directly to the third party in question. The costs of third parties will be charged to the customer separately from the contractor's fee. In that case, the contractor is entitled to demand an advance on the costs. It is also entitled to pass on a surcharge for administration costs.

Article 6. Performance

1. The customer shall ensure that all the data, which the contractor indicates is necessary or which the customer should reasonably understand to be necessary for the performance of the agreement, is given to the contractor in a timely manner. If the information required for the performance of the agreement is not provided on time, the contractor has

the right to suspend the performance of the agreement and/or charge the customer for the extra costs caused by any delay based on the usual rates.

2. If it was agreed that the agreement would be implemented in phases, the contractor can defer the implementation of the parts that form a part of the next phase until the customer has approved the results of the preceding phase in writing.
3. If a deadline was agreed for the completion of certain work within the term of the agreement, this is only indicative and not a strict deadline.
4. The contractor has the right to have certain work performed by third parties, if and insofar as the proper implementation of the agreement requires it.

Article 7. Invoicing and payment

1. The contractor will send an invoice to the e-mail address or physical address provided by the customer.
2. Unless otherwise agreed in writing, invoices sent by the contractor must be paid within fifteen (15) days of the invoice date, without the customer being able to invoke any discount, set-off or suspension.
3. Consultancy advice provided upon request or on a voluntary basis for, among others, air freight/post or AEO services, and previously offered with a RFQ and supporting documentation and/or web links, will be charged to the applicant always at an hourly rate of €125.00. After approval of the signed RFQ, the incurred consultancy advisory costs will be deducted from the next invoice.
4. If payment is not made within the applicable period, the customer will be in default without any notice of default being required from the contractor. In the event of default, the customer will be liable to pay statutory commercial interest and compensation (of at least € 100) for extrajudicial costs, without prejudicing the contractor's right to claim compensation for other damage.
5. The contractor is at all times entitled to demand that the customer pays an advance payment. Any advance payment received will be set off against the (final) invoice for the agreement concerned.
6. The contractor reserves the right to, at any time, perform a credit check and/or require security for payment or advance payment, where fulfilment of its obligations can be suspended until the required security has been provided.
7. In the event of liquidation, bankruptcy or suspension of payments of the customer, any amounts owed by the customer to the contractor will be immediately due and payable.

Article 8. Continuing performance agreement

1. A continuing performance agreement is deemed to exist if the contractor enters into an agreement with the customer that provides for the periodic or otherwise regular performance of services by the contractor.
2. A continuing performance agreement is entered into for an indefinite period of time, unless otherwise expressly agreed.
3. The aforementioned so-called open-ended continuing performance agreement may be terminated by either party by means of a registered letter or registered e-mail subject to three (3) months' notice.
4. A continuing performance agreement for a definite period will be tacitly renewed for the same period in each case, unless one of the parties terminates the agreement no later than three (3) months before the expiry of the definite period by means of a registered letter or registered e-mail message.

Article 9. Obligation to complain

1. The customer must submit a complaint concerning the contractor's activities to the contractor in writing or electronically within fourteen (14) days of the moment of full or partial performance of these activities, in the absence of which the contractor will be deemed to have performed the activities in accordance with the order.
2. The customer must submit a complaint regarding an invoice from the contractor in writing or electronically within fourteen (14) days of the invoice date, in the absence of which the customer will be deemed to have accepted the invoice.

Article 10. Confidentiality and intellectual property

1. The parties mutually undertake to keep confidential any information of which they become cognizant prior to, by the conclusion of and during the performance of the agreement and of which they know or ought to know that such information is confidential and should remain confidential (including business-sensitive information of the other party), except to the extent that the disclosure of such information is required for the performance of this agreement or is required by law and regulations.
2. Documents provided containing confidential and/or business-sensitive information shall be returned or destroyed at the first request of the other party.
3. The parties shall ensure that confidentiality within the meaning of paragraph 1 of this article shall also be observed by their employees and third parties engaged by them.
4. The obligation of confidentiality within the meaning of this article shall continue until after the end of the agreement concluded between the parties.
5. The contractor reserves the right to use or develop and/or have developed all intellectual property that the contractor uses and/or has developed in the context of performing the order (including documents, model offers, proposals, calculations, designs, descriptions, drawings, sketches, diagrams, data (collections), etc.) for the customer and in respect of which the contractor owns or can exercise copyright or other intellectual property rights.
6. All documents provided by the contractor, such as reports, advice, designs, sketches, drawings, software, etc.), are exclusively intended for use by the customer and they may not be copied, published or passed on by the customer to third parties without the prior consent of the contractor.

7. In the event of any form of fraud being identified in relation to training certificates foreseen with watermarking's and teaching materials for civil aviation security purposes, we will promptly notify the relevant Dutch authorities and take all necessary legal steps to rectify the situation and compensate for any resulting damages.

Article 11. Termination of the agreement

1. The contractor is entitled to immediately terminate the agreement early, in whole or in part, without first giving notice of default to the customer, if:
 - a. the customer provided the contractor with incorrect and/or incomplete information;
 - b. bankruptcy is petitioned or granted for the customer;
 - c. if the customer applies for a suspension of payment or bankruptcy himself;
 - d. the customer offers its creditors a (private) settlement or convenes a meeting of creditors (for this purpose);
 - e. measures are taken which indicate the liquidation or discontinuation of the business of the customer;
 - f. the customer's assets are placed in receivership or administration;
 - g. the customer's business is dissolved or its activities are discontinued;
 - h. the performance of the agreement is contrary to applicable laws and regulations.
2. If a situation arises or threatens to arise as described in paragraph 1, the customer is obliged to immediately inform the contractor of this in writing.
3. The customer may not (prematurely) terminate the agreement in the event of a change of control, a merger or a division or transfer of undertaking on the part of the contractor.
4. The provisions of paragraphs 1 to 3 do not affect the statutory rights to terminate the agreement, including the right to dissolve the agreement in the event of a failure to perform an obligation under the agreement.

Article 12. Liability

1. In the event of an attributable breach of its obligations, the contractor will only be liable for direct damage suffered by the customer which is connected with or which flows from the agreement, to the extent that such damage is caused by intentional act, gross negligence or deliberate recklessness on the part of the contractor.
2. The contractor accepts no liability resulting from acts or omissions of third parties.
3. The contractor's liability for damage is limited to a maximum of the invoice value of the agreement per event (where a series of connected incidents is regarded as a single event). The compensation must be commensurate with the extent of the breach of the contractor. Minor breaches afford no entitlement to compensation.
4. The contractor's liability for indirect and/or consequential loss is excluded, including (but not limited to) loss of profit, losses suffered, lost savings, losses due to delays, reduced goodwill in the customer's business or profession and loss due to business interruption.
5. The contractor is not liable for any damage caused by incorrect or incomplete information and files that the customer provides the contractor.
6. The customer's right to claim damages shall lapse if the contractor is not notified of a claim to that effect in writing or by e-mail within four (4) weeks of completing the work.
7. The customer indemnifies the contractor against all damages (claims) of third parties arising from using the services of the contractor by the customer and arising from actions and/or omissions of the customer in contravention of the agreement and these general terms and conditions.

Article 13. Force majeure

1. The contractor is not obliged to fulfil any obligation that is prevented by force majeure and/or compensate any damage resulting from force majeure, within the meaning of paragraph 2 of this article.
2. Force majeure exists if the contractor cannot fulfil his obligations under this agreement due to a circumstance that is not the contractor's fault or for which he is not responsible by virtue of the law, the agreement or generally accepted standards. Force majeure shall in any case apply (but not exclusively) if the contractor is unable to perform the agreement as a consequence of government measures, power failures, disruptions in, faults in or the unavailability of the internet, computer network or telecommunications facilities, (threat of) war, staffing problems, strikes, general transport problems, the unavailability of one or more members of staff, defects in items, equipment, software or materials that the customer has requested the contractor use, non-attributable shortcomings, illness or incapacity for work of auxiliary persons engaged by the contractor, or any other comparable (unforeseen) circumstances.
3. In the event of force majeure of a permanent nature, the contractor has the right to terminate the agreement, which the contractor shall confirm in writing or by e-mail. In that case, the contractor shall be entitled to payment of the fee for the part of the order already performed. In the event of force majeure of a temporary nature, the contractor shall be entitled to suspend the performance of the order until the situation of force majeure ceases to exist. If the force majeure persists for longer than four weeks, the contractor has the right to terminate the agreement and claim payment for the part of the order that has already been performed.
4. In the event of force majeure on the part of the contractor, the customer will not be entitled to dissolve the agreement or compensation for damage.

Article 14. Changes and additions / transferability

1. The agreement and these general terms and conditions fully reflect the rights and obligations of the parties and supersede all previous oral and/or written agreements and proposals relating to the content of the agreement and these terms and conditions.

2. The parties may only agree to changes or additions to the agreement and these general terms and conditions in writing.
3. If any provision of the agreement and/or these general terms and conditions is invalid or loses its validity, the other provisions of the agreement and these general terms and conditions shall remain in full force and effect. In that case, the parties shall consult with each other in order to agree on new provisions to replace the invalid or invalidated provisions, while taking into account the objective and purport of the invalid or invalidated provision as much as possible.
4. The contractor is entitled to amend these general terms and conditions unilaterally. The contractor will undertake to notify the customer in writing of any changes in good time before they take effect.
5. Neither party may transfer any rights and/or obligations under the agreement without the consent of the other party. Permission must be confirmed in writing or by e-mail.

Article 15. Applicable law and the court of competent jurisdiction

1. All agreements between the contractor and the customer shall be governed by Dutch law.
2. All disputes that may arise between the parties as a result of the agreements governed by these terms and conditions shall in the first instance be adjudicated by the competent court of the District Court of Amsterdam.

These general terms and conditions version number SMEI Agency B.V. of October 1, 2024 have been filed with the Chamber of Commerce of Utrecht under Ch. of Comm. no. 24382211. The terms and conditions will only be submitted upon written request and sent with all offers, invoices and agreements by default.