

# Terms & Conditions of BSCN BV

## Business & Sanctions Consulting Network



**BSCN**

Business & Sanctions  
Consulting Network

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### GENERAL

#### Article 1.

Definitions:

- 1.1. Contractor: Business & Sanctions Consulting Network (BSCN B.V.).
- 1.2. Principal: Natural person or legal entity that awards the Contractor a contract to perform Activities.
- 1.3. Activities: All Activities that the Contractor performs as part of an accepted contract.
- 1.4. Documents: All materials that the Principal provides to the Contractor, for example documents and data carriers, and all materials manufactured by the Contractor as part of the performance of the contract, including documents and data carriers.
- 1.5. Terms & Conditions: Conditions under which Activities are performed by the Contractor (referred to hereinafter as 'T&C').

### SCOPE OF APPLICABILITY

#### Article 2.

- 2.1. These T&C apply to all offers, proposals and/or contracts issued by the Contractor to the Principal, except where explicitly stated otherwise.
- 2.2. The Principal may only invoke stipulations that deviate from these T&C if they have been explicitly accepted by the Contractor in writing.
- 2.3. No rights may be derived from the deviations within the meaning of paragraph 2 in respect of any agreements formed subsequently.
- 2.4. The applicability of any terms and conditions of procurement or other terms and conditions of the Principal is explicitly rejected.
- 2.5. These T&C also extend to all agreements with the Contractor where performance requires third parties to be engaged.
- 2.6. The Contractor's rules of conduct and professional practice are an integral part of these terms and conditions. The Principal agrees to respect the resulting obligations at all times.
- 2.7. If one or more of the provisions of these T&C are void, or become voided, the remaining provisions of these T&C will retain their full applicability. The Principal and the Contractor will then enter into negotiations in order to agree on new provisions to replace the void or voided provisions. To the maximum extent possible, the scope and object of the original provision will be taken into account for this purpose.
- 2.8. If a situation arises between the parties for which these terms and conditions do not provide, that situation must be assessed in the spirit of these terms and conditions.
- 2.9. If the Contractor does not require strict compliance with these terms and conditions at all times, this does not mean that their provisions do not apply, or that the Contractor in any way loses the right to demand strict compliance with the provisions of these terms and conditions in other cases.

### OFFERS AND PROPOSALS

#### Article 3.

- 3.1. All offers are subject to confirmation, unless the Contractor has explicitly stated otherwise in its offer or price quote to the Principal.
- 3.2. All proposals prepared by the Contractor are subject to confirmation and have a limited period of validity. That period of validity will always be specified in the proposal.
- 3.3. All prices in the offers and proposals described are stated net of VAT and other government charges and any costs to be incurred as part of the contract, including costs of dispatch and clerical costs, unless stated otherwise.

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- 3.4. The Contractor is not bound by any acceptance that deviates from the quote presented in the proposal or the offer (whether on secondary points or otherwise). The agreement will then not be formed in accordance with that deviating acceptance, unless the Contractor states otherwise.
- 3.5. A composite price quote does not oblige the Contractor to perform part of the contract for a corresponding part of the price quoted. Offers and proposals do not automatically extend to future contracts.

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### FORMATION OF THE AGREEMENT

#### Article 4.

- 4.1. The agreement is formed at the moment that the proposal bearing the Contractor's and the Principal's signatures, which is based on the information supplied by the Principal, has been returned to and received by the Contractor, without prejudice to the obligation to pay the Contractor fees and costs if, at the Principal's request, the Activities already commenced before the return and receipt of the proposal bearing the Principal's signature.
- 4.2. The proposal bearing the Principal's and the Contractor's signatures is deemed to constitute an accurate and complete reflection of the agreement.

### DURATION OF THE AGREEMENT

#### Article 5.

- 5.1. An agreement is formed for an indefinite period of time, unless the substance, nature or scope of the agreement implies otherwise or the parties have explicitly agreed otherwise.
- 5.2. If, within the duration of the contract, a deadline has been agreed for the completion of particular Activities, this will in no instance be a final deadline.
- 5.3. The Principal and the Contractor may decide jointly to continue the agreement under other conditions, following a written consensus on that subject.

### OBLIGATIONS OF THE PRINCIPAL

#### Article 6.

- 6.1. The Principal is obliged to provide the Contractor, promptly, in the desired form and in the desired manner, with all data and Documents that the Contractor, in its own opinion, needs in order to properly perform the contract.
- 6.2. If the Principal does not provide the aforesaid data and Documents, or does not provide them promptly or does not provide them in the proper manner, the additional costs and fee stemming from the delay will be for the Principal's expense.
- 6.3. The Principal guarantees the accuracy, completeness and reliability of the data and Documents provided to the Contractor, even where these originated with third parties.
- 6.4. If the Principal so requests, the Documents provided will be returned to it.
- 6.5. The Principal is obliged to notify the Contractor of all information that is necessary or useful for the performance of the contract.

#### Article 7.

The Principal must notify the Contractor without delay if the Principal:

- a. intends to apply for suspension of payments (whether temporary or otherwise).
- b. has been granted suspension of payments (whether temporary or otherwise).
- c. intends to file for its own bankruptcy.
- d. is aware that one or more of its creditors have petitioned for the Principal's bankruptcy.
- e. has been declared bankrupt.

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### PERFORMANCE OF THE CONTRACT

#### Article 8.

- 8.1. The Contractor is obliged to perform the awarded contract expertly and judiciously, with due observance of the rules of conduct and professional practice.
- 8.2. The Contractor determines the manner in which the contract is performed.
- 8.3. The Contractor is entitled – if such is desirable – to have particular Activities carried out by third parties.
- 8.4. The Contractor will only carry out and charge the Principal for more Activities than are covered by the contract after these have been discussed, and a consensus has been reached, with the Principal.
- 8.5. If it has been agreed that the contract will be performed in phases, the Contractor may suspend the performance of elements that belong to a subsequent phase until the Principal has given its written approval of the results of the preceding phase.

### CONFIDENTIALITY

#### Article 9.

Except where statutory disclosure obligations apply, the Contractor is obliged to observe confidentiality in respect of third parties that are not involved in the performance of the contract. This extends to all information provided to the Contractor, and to all numerical and other results stemming from the Activities.

This also extends to all advice and other communications, whether in writing or otherwise, that the Contractor issues to the Principal and that are not intended to be provided to third parties.

### SUSPENSION/RESCISSION

#### Article 10.

The Contractor is entitled to suspend fulfilment of its obligations in respect of the Principal, or to rescind all agreements with the Principal, in whole or in part, without any notice of default and without being obliged to pay any compensation for loss or damage, without prejudice to the Contractor's other rights, if:

- a. the Principal fails to fulfil an obligation in respect of the Contractor, or fails to do so properly and promptly;
- b. the Contractor has been declared bankrupt or a petition to that effect has been filed with the courts by the Principal or a third party;
- c. the Principal has applied for suspension of payments or has been granted suspension of payments, whether temporary or otherwise;
- d. the Principal's business is shut down or is liquidated;
- e. if an attachment is laid on goods of the Principal, or if the Principal is placed under judicial supervision or guardianship.

In addition, all claims that the Contractor has on the Principal, on whatever grounds, will be immediately and fully exigible.

### PAYMENT

#### Article 11.

- 11.1. Payment must be made in euros, without any deferral or offset on whatever grounds.
- 11.2. If the Principal is in breach, all the Contractor's invoices to the Principal will become immediately exigible, even where the payment deadline has not yet passed.
- 11.3. All judicial and extrajudicial collection costs that the Contractor incurs as a result of non-fulfilment by the Principal of its payment obligations are for the Principal's expense.
- 11.4. Payments made by the Principal are first deducted from the total costs, next deducted from the total interest accrued and lastly deducted from the exigible invoices that have been

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outstanding longest, even where the Principal states that the payment concerns a later invoice or the total current interest.

- 11.5. In the event of a joint contract, each individual Principal is jointly and severally liable for payment of the entire amount of the invoice.

### COMPLAINTS

#### Article 12.

- 12.1. Complaints concerning the Activities to be carried out must be presented within 30 days after the date on which the documents or the information about which the Principal wishes to complain were sent.
- 12.2. Complaints concerning the invoice must be presented within 8 days after receipt.
- 12.3. In the event of a valid complaint, the Principal has the option of having the amount charged adjusted or having the rejected Activities corrected and/or performed once again, free of charge.

### COMPLETION TIMES

#### Article 13.

- 13.1. If the Principal owes a payment or an advance, or if it is required to provide information and/or materials necessary for the performance, the period within which the Activities must be completed does not commence before payment has been received in full or the information and/or materials have been provided in their entirety.
- 13.2. Deadlines by which the Activities must be completed should in no instance be regarded as final deadlines.
- 13.3. Unless it has been established that performance is permanently impossible, the Principal may not rescind the agreement on grounds of a missed deadline, unless the Contractor also fails to perform the agreement, or to perform it in full, by a reasonable deadline of which it was notified in writing after the agreed completion deadline passed.
- 13.4. Rescission is only possible insofar as the Principal cannot, within reason, be expected to continue the agreement.

### LIABILITY

#### Article 14.

- 14.1. The Contractor's liability for all loss and damage on the Principal's part that in any way relates to or is caused by failure to perform the contract, failure to perform it promptly or failure to perform it properly, is at all times limited to at most a sum equal to the amount relating to the Activities that caused the loss or damage that has been charged or will be charged for the period during which the Activities that caused the loss or damage were carried out.
- 14.2. In the case of Activities with a duration of more than a year, the liability is at all times limited to at most a sum equal to the amount relating to the Activities that caused the loss or damage that has been charged or will be charged for the most recent calendar year during which the Activities that caused the loss or damage were carried out.
- 14.3. The Contractor is in no instance liable for any indirect loss or damage, including interruptions in the regular operations at the Principal's business or other business loss, that in any way relates to or is caused by an error in the performance of the Activities by the Contractor.
- 14.4. The Contractor can in no instance be held liable for loss or damage that is directly or indirectly related to a delay or suspension within the meaning of Article 10 or Article 13(1). Article 15 also extends to such situations.

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- 14.5. The Contractor at all times has and retains the right to remedy the loss or damage on the Principal's part, if and insofar as is possible.
- 14.6. The Contractor can in no instance be held liable for damage to or loss of data or Documents of the Principal that are stored with the Contractor or with third parties.
- 14.7. The Contractor is not liable for damage to or loss of data and/or Documents during transport or during dispatch by post or courier service, regardless of whether the transport or dispatch is carried out by or on behalf of the Principal, the Contractor or third parties.

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### INDEMNIFICATION

#### Article 15.

- 15.1. The Principal will hold the Contractor harmless for all claims from third parties that are directly or indirectly related to the performance of the agreement.
- 15.2. The Principal's duty to hold the Contractor harmless lapses if and insofar as the Principal can prove that the loss or damage is a direct consequence of a culpable breach by the Contractor.

### EXPIRY

#### Article 16.

Insofar as these T&C do not state otherwise, rights of action and other rights that the Principal has in respect of the Contractor, on whatever grounds, in connection with the Contractor's performance of the Activities in any case expire after 12 months after the moment that the Principal became aware or could within reason have become aware of the existence of those rights.

### APPLICABLE LAW

#### Article 17.

- 17.1. All agreements between the Principal and the Contractor, and any resulting disputes, are governed by the laws of the Netherlands.
- 17.2. This is an English translation of the Dutch Terms & Conditions of Business & Sanctions Consulting Netherlands and is for information purposes only. In the event of any discrepancy or conflict between the Dutch and the English texts, the Dutch text will prevail.