

## **GENERAL TERMS AND CONDITIONS CDN NETHERLANDS B.V.**

*Version 1.1 - April 2021*

These are the general terms and conditions of CDN Netherlands B.V., a private limited company under Dutch law, registered with the trade register of the Chamber of Commerce in the Netherlands under number 70812438.

### **1. DEFINITIONS**

- 1.1 In these Terms, words written with capitals and not defined elsewhere will have the following meaning:
  - 1.1.1 Account: the personalised account of the Client through which it may access or request the Services online via CDN's website cdnnetherlands.com.
  - 1.1.2 Business Day: every day except for Saturdays, Sundays, national holidays and bank holidays in the countries of pick-up, transportation and/or delivery of the Document.
  - 1.1.3 CDN: CDN Netherlands B.V., based in Amsterdam (the Netherlands) and registered with the trade register of the Chamber of Commerce under number 70812438.
  - 1.1.4 Client: the legal person or natural person acting in the exercise of a business or profession who requests one or more Services from CDN.
  - 1.1.5 Confidential Information: means any and all information, materials or data (in writing, orally or electronically) relating directly or indirectly to CDN, the Client or the Services, including without limitation to reports, analyses, presentations, technical or business information, financial statements, Documents, Personal Data and/or any other information that is marked "confidential", "secret" or similar designation which indicates the confidential nature thereof.
  - 1.1.6 Document(s): the form, certificate or other document in relation to which the Services are requested.
  - 1.1.7 Fee(s): has the meaning as set forth in clause 6.1.
  - 1.1.8 Personal Data: any information relating to a, directly or indirectly, identified or identifiable natural person ('data subject') within the meaning of the European General Data Protection Regulation ("GDPR").
  - 1.1.9 Service(s): the end-to-end consular and legalisation services, such as but not limited to submissions, notarisatation, apostille (via local court and Ministry of Foreign Affairs) and embassy legalisation, as provided by CDN to its clients / customers.
  - 1.1.10 Terms: these general terms and conditions of CDN Netherlands B.V.
- 1.2 Unless the context shows otherwise, the defined concepts in the singular include also the plural and vice versa.

### **2. GENERAL**

- 2.1 These Terms shall apply to all offers and quotes of, and agreements with, CDN, as well as to the provision of Services to the Client. By submitting a request for Services, via the website or via an Account, or accepting an offer, the Client agrees with and accepts the applicability of these Terms.
- 2.2 The applicability of any purchase terms or any other general conditions of the Client are explicitly rejected. Additions to or deviations from these Terms shall only apply if and where agreed in writing between CDN and the Client.
- 2.3 If any provision of these Terms is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of these Terms will not be impaired thereby. In such event, CDN will replace the invalid provision with a provision that is valid and enforceable thereby taking into account the intention of the original provision.
- 2.4 CDN is entitled to unilaterally amend the Terms at any time, after which the terms shall apply in the amended form to any and all subsequent offers, quotes or agreements, or any subsequent activities in connection with the Services. In the event the Client does not wish to accept the amended version of the terms, the Client should stop using the Services of CDN.

### **3. ACCOUNT**

- 3.1 The Client may choose to register for an Account to access or request the Services.
- 3.2 The Client agrees to provide and maintain accurate, complete, and up-to-date information for the Account. The Client's failure to maintain accurate, complete, and up-to-date information in the Account including, where applicable, having an invalid or expired payment method on

- file with CDN, may result in the inability to access and make use of the Services or the (temporary) suspension or termination of the Account.
- 3.3 After the acceptance of your Account registration, you will receive a user name and password. The Client is responsible for maintaining the confidentiality of the password and user name, and for all activities that occur under the Client's Account, including but not limited to the uploading of Documents and any Service requests.
  - 3.4 The Client shall promptly notify CDN if it becomes aware of or reasonably suspects any data security breach, including any loss, theft or unauthorized disclosure or use of the Account or password. CDN shall never be liable for any loss or damage resulting from the Client's failure to maintain the security of its Account and password.
  - 3.5 CDN may reject, block, terminate or suspend a Client's Account at any time for any reason in its sole discretion, even if access continues to be allowed to other Clients.
- 4. THE SERVICES**
- 4.1 CDN undertakes to provide and deliver the Services with the most reasonable care. All Services are performed by CDN on the basis of an obligation to perform to the best of one's abilities.
  - 4.2 Any (delivery) dates or timelines specified by CDN shall be established to the best of CDN's knowledge on the basis of the information available to it at the time. Any such (delivery) dates or timelines shall in all cases be target dates and shall not bind CDN in any way.
  - 4.3 The Client warrants:
    - 4.3.1 that the Documents including the information - e.g. the delivery address, numbers, letters or signs on the packages - therein, as provided for the purpose of performing the Services are valid, accurate and complete;
    - 4.3.2 that in relation the Service (requests) and the provision of Documents to comply with applicable laws and regulations within its jurisdiction;
    - 4.3.3 not to upload or transmit viruses or any other type of malicious or destructive code;
    - 4.3.4 not to interfere with or circumvent the security features of the Services,CDN shall never be liable towards the Client or a third party for the non-compliance by Client of one or more of these warranties.
  - 4.4 CDN reserves the right to modify (including but not limited to adding or removing features), discontinue or terminate the Services or any part thereof, for any reason without notice and at any time. CDN cannot be held liable for damages or loss of the Client or any third party as a consequence of any such modification, discontinuation or termination.
  - 4.5 Where appropriate for the proper performance of the Services, CDN reserves the right to engage third parties to carry out (part of) the Services, such at the discretion of CDN. In this respect, the applicability of articles 7:404, 7:407 paragraph 2, and 7:409 Dutch Civil Code is expressly excluded.
  - 4.6 CDN shall not be responsible and cannot be held liable for damage to or loss of any Document resulting from acts or omissions of third parties, such as but not limited to courier or transport providers (e.g. DHL or FedEx) or postal companies.
  - 4.7 To the extent, any Documents will be collected from the Client's premises, the Client shall ensure that the Documents are ready and available for pick-up at the agreed time and location. The Client furthermore ensures that CDN, or the appointed carrier, shall have all necessary information for the successful collection and delivery of the Documents.
  - 4.8 CDN shall collect the Documents at the agreed location, on the agreed time and will deliver the Documents received for carriage at the destination in the condition in which it has received such Documents.
  - 4.9 CDN, or the appointed carrier, cannot guarantee that email transmissions or the Documents transmitted via email shall be secure or error free. Information can be intercepted, corrupted, lost, destroyed, delayed or be incomplete or contain viruses. CDN shall not be liable for any loss or damage which may be caused by viruses or other malicious code in connection with or as a result of these transmissions.
  - 4.10 Return delivery of the Document by CDN to the Client is made D.A.P. (*Delivered at Place*). The Client shall accept the Document(s) when they become available by delivery at the Client location. If the Client refuses or is negligent in providing the necessary information or instructions for the delivery, then the Client shall be responsible for any additional costs or expenses incurred as a result thereof.

- 4.11 If changes to the scope of the Services, or changes in the pick-up or delivery information become necessary after the commenced execution of Services, CDN and the Client will discuss in good faith the potential (financial) consequences thereof. The Client acknowledges and accepts the potential change in price and term of execution such change may entail.
- 4.12 In the event of liquidation, (application for) suspension of payments or (application for) bankruptcy, (partial) debt relief, or attachment in relation to the Client, or another circumstance as a result of which the Client can no longer freely dispose of his assets, CDN shall be entitled to cancel the Services with immediate effect and terminate the agreement with the Client with immediate effect, without incurring any liability for damages or compensation. In such event, any outstanding Fees or amounts become immediately due and payable.
- 4.13 If the Client cancels (in whole or in part) a request for Services, then the work already performed and prepared for, plus any supply or delivery costs in connection therewith, shall be for the account of the Client.

## **5. OVERSEES TRANSPORT**

- 5.1 For oversees transport of Documents, CDN acts as a expediter or forwarding agent and not as a courier or transport carrier. In such event, the Client authorizes CDN to - in CDN's own name and on behalf of the Client - order transportation or courier services with one of the carrier providers with whom CDN has an agreement in place. CDN is solely responsible for the selection of carrier providers, and never for the execution of the oversees transport. The fulfilment of obligations inherent to the oversees transport is and remains the exclusive responsibility of the selected carrier provider. The selected carrier provider, and not CDN, shall perform the pick-up, transportation and delivery of the Documents, and shall be responsible for the execution thereof.
- 5.2 At the Client's request, CDN shall assign all claims and rights arising from the transactions concluded in its own name and on behalf of the Client, to the Client including the claims under the responsibility of the selected carrier provider for the non-fulfilment or improper fulfilment of the oversees transport services. In case of cession of all claims and rights the Client is obliged to, on its own, recover or enforce the claims and rights against the carrier provider.

## **6. FEES AND PAYMENT**

- 6.1 The Client will pay the prices applicable to the Services and any other applicable charges ("**Fees**").
- 6.2 All Fees are exclusive of value added tax (VAT) and other levies imposed or to be imposed by any court, embassy or other governmental body, notary, attorney and similar, unless explicitly agreed otherwise by CDN. All Fees are in euros and must be paid in euros, unless explicitly agreed otherwise by CDN.
- 6.3 Unless offered or agreed otherwise by CDN, the Fees shall be paid in advance, either by bank transfer or credit card.
- 6.4 The Fees relating to the Services and any further charges or expenses attached to the Services are due also if the Documents are not delivered at their destination or only partly, damaged or delayed. The Client shall never be entitled to suspend any payment or to set off any amounts due.
- 6.5 If the Client fails to (timely) pay the Fees due, the Client will incur statutory commercial interest on the outstanding amount, without any demand or notice of default being required. If the Client continues to fail to pay the amount due after receipt of the demand or notice of default, CDN may assign the claim, in which case the Client, in addition to the total amount due at that time, will also be obliged to pay all judicial and extrajudicial costs, including all (legal) costs of third parties.
- 6.6 If the Client fails to (timely) pay the Fees due, CDN also has the right to suspend or terminate the provision of the Services until the outstanding Fees have been fully made or proper security has been provided.
- 6.7 If the Client consists of more than one natural- or legal persons, or if the Services provided by CDN are for the benefit of several natural- and/or legal persons, each of these persons shall be joint and severally liable in respect of payment of the Fees.

6.8 CDN has a retention right towards the Client in relation to the Documents in its possession in connection with executing the Services, if and insofar as the Client does not or does not timely fulfil its (payment) obligations in whole or in part. The retention right may also be invoked towards the recipient for any amounts due and payable by the Client towards CDN in connection with the Services.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 All intellectual property rights in and related to the Services - including CDN's website - shall exclusively vest in CDN or its licensors.

7.2 The Client shall not copy, modify, translate, transmit, distribute, adapt, reproduce, decompile, reverse engineer or disassemble any part of CDN's website or the content thereon, and is furthermore prohibited from removing or amending any indications or credits of intellectual property rights or confidentiality from the Services, websites, data files, documentation or materials as disclosed by CDN.

## **8. CONFIDENTIAL INFORMATION**

8.1 Notwithstanding any applicable non-disclosure agreement, any Confidential Information received shall be held in confidence and not be disclosed or used except to the extent that such disclosure or use is reasonably necessary to perform any of the obligations under these Terms, or as explicitly permitted under these Terms.

8.2 The confidentiality terms in this clause shall not apply to the disclosure of information, that:

8.2.1 is or has become publicly available without breach of the confidentiality provisions;

8.2.2 has been or later is rightfully developed without use, directly or indirectly of the Confidential Information, or obtained from independent sources free from any duty of confidentiality;

8.2.3 is required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.

8.3 The burden of proof for raising one of the exclusions in clause 8.2, vests with the Client invoking this exclusion.

8.4 Upon the expiration or termination of the Services, regardless of the reason thereof, any Confidential Information will be destroyed without withholding any copies thereof, unless statutory provisions (e.g. financial administration) require a longer retention in which event the Client shall continue to observe applicable security and confidentiality measures.

## **9. PRIVACY**

9.1 For the purpose of providing the Services, CDN may have access to Personal Data of the Client, its employees and/or customers of the Client. Where CDN processes such Personal Data on behalf of the Client, CDN will qualify as the 'processor' and the Client as the 'controller', whereby a data processing agreement will be agreed between CDN and the Client, as provided for by CDN.

9.2 Where CDN processes the Personal Data for its own benefit and own purposes, CDN will qualify as the 'controller' and CDN's Privacy Statement [https://cdnnetherlands.com/wp-content/uploads/2021/04/General-Terms-and-Conditions\\_EN.pdf](https://cdnnetherlands.com/wp-content/uploads/2021/04/General-Terms-and-Conditions_EN.pdf) will apply to such data processing.

9.3 The online order system of CDN encrypts all Personal Data including your name, address and credit or debit card details using industry standard secure socket technology (SSL).

## **10. LIABILITY**

10.1 To the extent legally permitted, the total aggregate liability of CDN due to an attributable failure in providing the Services or due to any other reason whatsoever, shall be limited to the compensation of direct damages only and not exceeding the sum of the total Fees (excluding VAT, (stamp) duties, levies, charges and disbursements) received by CDN from the Client for the Services in respect of which the claim relates.

10.2 To the extent legally permitted, CDN's liability for indirect loss or damage, including but not limited to consequential loss or damage, loss of profit, loss of revenues, missed savings, reduced goodwill, loss or damage due to business stagnation or interruption, loss or damage as a result of claims by the Client's customers, is excluded. Also CDN's liability for the damage, destruction or loss of data, or for the (temporary) unavailability of CDN's website, is excluded.

- 10.3 The exclusions and restrictions referred to in clause 10.1 to 10.2 will not apply if and in so far as the damage or loss are the result of an intentional act or gross recklessness by the management of CDN.
- 10.4 CDN is not obliged to meet any obligation pursuant to these Terms if CDN is prevented from doing so as a result of an event that is beyond its control ('force majeure'). CDN shall never be liable for any damages and costs incurred by the Client or any third party which are the result of force majeure. An event of 'force majeure' will at a minimum include: (i) war, fire, floods, riots and natural disasters, (ii) governmental measures, Brexit or boycotts, (iii) electricity failure, (iv) faults affecting the internet, computer network or telecommunication facilities, (v) strike actions (vi) pandemics (e.g. COVID-19 or similar), (vi) acts or omissions of persons who are not employed by CDN or who are not contracted by CDN, such as, for example, the recipient, carrier providers or other third parties, customs or others government officials.
- 10.5 Except where performance by CDN is permanently impossible, CDN will only be in default (*verzuim*) for an attributable failure after it has been given written notice of the default thereby granting CDN with a reasonable term of at least fourteen (14) days to remedy the default. The notice of default must contain a comprehensive and detailed description of the breach, in order to ensure that the CDN has the opportunity to respond adequately.
- 10.6 A condition for the filing of any claim to damages is always that the Client reports the damage to CDN in writing as soon as possible after the damage occurred. Claims for damages against CDN shall in any event lapse by the mere expiry of ten (10) Business Days after the damage occurred.

## **11. INDEMNITY**

- 11.1 The Client agrees to indemnify and hold CDN, including its affiliates, officers, directors, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, arising out of (a) CDN's use of third party providers for the execution of the Services; (b) third party delays or omissions in connection with the Services; (c) CDN's use of the information as provided by the Client, including but not limited to pick-up or delivery location data, signatures or authorisations in case of fraudulent misrepresentation; (d) the Client's breach of any provision or warranty under these Terms. CDN may intervene and assume its defense in any such claims, at its expense and in its sole discretion. The Client shall not settle any action relating to any claim that involves CDN without the prior written consent of CDN.

## **12. APPLICABLE LAW AND DISPUTES**

- 12.1 These Terms shall be exclusively governed by the laws of The Netherlands. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is explicitly excluded.
- 12.2 Any disputes that may arise between CDN and the Client arising from or in connection with these Terms, and cannot be settled amicably, shall be exclusively brought before the competent court within the jurisdiction where CDN is vested, The Netherlands.