



## Terms and Conditions

<b>Article 1</b>	<b>Definitions</b>
<b>Assignment</b>	the assignment agreed between BosQman and Client.
<b>Authority</b>	the authority that issues the Required Documents.
<b>BosQman</b>	BosQman, a one-man business, having its address at Woudhuizerallee 22, 7325 ZP Apeldoorn, the Netherlands, registered at the Dutch Chamber of Commerce under number: 62718770, the user of these Terms and Conditions.
<b>Client</b>	the client of BosQman, whom accepts these Terms and Conditions.
<b>Contract</b>	the agreement/ legal relationship between BosQman and client.
<b>Parties</b>	BosQman and Client together.
<b>Product</b>	the product to be realized by Client.
<b>Required Documents</b>	certificates, permits, declarations and other documents which establish that is complied with the established standard.
<b>Terms and Conditions</b>	these terms and conditions.
<b>Work</b>	the services to be performed by BosQman in the broadest sense of the word as defined in the Assignment.
<b>Article 2</b>	<b>General</b>
1.	These Terms and Conditions shall apply to any offer or quotation made by BosQman, and to any (supplementary and/or continued) Assignment agreed between BosQman and Client, unless expressly agreed otherwise in writing by parties.
2.	The confirmation of the Assignment by Client also implies the acceptance of these Terms and Conditions.
3.	If one or more of the provisions in these Terms and Conditions are void or destroyed, this does not affect the validity of the remaining provisions. BosQman shall replace the void or annulled provisions, while ensuring the original purpose and intent of the void or annulled provisions.
4.	BosQman reserves the right to change these Terms and Conditions. If BosQman sends the amended Terms and Conditions to Client and Client accepts the amended Terms and Conditions, the amended Terms and Conditions shall apply. In all other cases, the version of the Terms and Conditions that was applicable at the time the contract was established applies.
5.	In case of contradictions between what is agreed in the Assignment and the Terms and Conditions, the Assignment prevails.
6.	In case of contradictions between the Dutch version and the English version of the Terms and Conditions, the Dutch version prevails.
7.	The applicability of the Terms and Conditions of Client is hereby expressly excluded.
8.	The Terms and Conditions will be sent free of charge by BosQman on request. The Terms and Conditions can also be consulted, copied and stored by means of the website <a href="http://www.bosqman.com">www.bosqman.com</a> .
<b>Article 3</b>	<b>Offers and quotations</b>
1.	An offer or quotation from BosQman can be done both orally and in writing and is entirely without obligation and freely revocable. No right can be derived from the offer or quotation
2.	Evident errors in the offer or quotation, or other documents originating from BosQman, do not bind BosQman.
<b>Article 4</b>	<b>Engagement Assignment</b>
1.	The Assignment is achieved by the written acceptance of the offer or the quotation by Client.
2.	If Client requests BosQman to initiate the Work before giving his acceptance in writing, this shall be the tacit acceptance of the Assignment. After the request Client will give BosQman his acceptance in writing as soon as possible.
<b>Article 5</b>	<b>Cancellation</b>
1.	After the engagement of the Assignment, it cannot be cancelled free of charge. The cancellation costs will be determined by BosQman in all reasonableness on the basis of costs already incurred.
2.	After commencement of the Work by BosQman, the Assignment can no longer be cancelled by Client.
<b>Article 6</b>	<b>Execution Assignment</b>
1.	BosQman is obliged to carry out the assignment to his best ability and as a careful contractor.
2.	The Assignment is executed on the basis of an effort obligation. BosQman can under no circumstances be held responsible for the result desired by Client, unless expressly agreed by Parties and the result is sufficiently determined.
3.	BosQman is entitled, if deemed necessary by him, to enable third parties in the execution of the Work, unless otherwise agreed by Parties.
<b>Article 7</b>	<b>Product</b>
4.	BosQman enumerates the possibilities, risks and compatibility of the Product to be realized. BosQman looks at the quality of the Product and the suitability of the Product in the portfolio of Client.
5.	BosQman delivers an advice on the Product and assists in the possible implementation of the advice on the Product.
6.	BosQman has only an advisory and supporting role in the achievement of the Product. Client is at all times responsible for the realization of the Product and all associated risks.



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### Article 8 Required Documents

1. BosQman investigates the necessary Required Documents for the Product to be realized by Client.
2. BosQman will investigate for Client which Authority(ies) issue(s) the necessary Required Documents and bring Client into contact with them.
3. BosQman has only an advisory role with regard to the necessary Required Documents and only acts as mediator between Client and the Authority. There will never be any legal relationship between BosQman, the Authority and Client together.
4. Client is free to enter into any agreement between Client and the Authority.
5. It at all times remains the responsibility of Client to meet the requirements for obtaining the Required Documents.
6. BosQman advises and assists Client in meeting and implementing the requirements under the to be obtained or acquired Required Documents. Client will give his full cooperation and ensure that BosQman can execute the Work.
7. The fulfilment and implementation of the requirements for the Required Documents is, since on BosQman only an effort obligation rests, at all times the responsibility of and for risk of Client.

### Article 9 High risk countries

1. BosQman advises and conducts research on the export of the Product to high risk countries.
2. BosQman arranges the contact with the necessary Authorities.
3. BosQman only acts as a mediator/contact person between Client and the Authority. There is never any legal relationship between BosQman, the Authority and Client together.
4. On BosQman rests only an effort obligation, on this basis BosQman can never be held responsible for the obtaining or not of the Required Documents by Client. This responsibility and all risks associated with this rest on Client.
5. Client declares to be familiar with the risks associated with the export to high risk countries and accepts them as fully his responsibility.

### Article 10 Amendment of the contract

1. If it proves necessary during the execution of the Work to amend or adapt the Assignment, Parties will agree jointly on this.
2. If the amendment of the Assignment affects the remuneration of the Assignment, BosQman will inform Client as soon as possible, stating the adjusted amount.
3. If Client would like to postpone the execution of the Work, Client shall inform BosQman in writing.
4. BosQman is entitled to charge the costs incurred by the delay to Client.

### Article 11 Obligations Client

1. Client is responsible for giving the required information concerning the Product to be realized by Client in a timely manner, which is needed for the correct execution of the Work by BosQman.
2. Client is accountable for the reliability, accuracy and completeness of the information provided by him, irrespective of whether it comes from third parties.
3. BosQman is not liable for the damages that follow from non, incorrect or incomplete information provided by Client.
4. If the necessary information is not provided on time to BosQman, BosQman has the right to suspend the execution of the Work.
5. Client is responsible for the security in the areas covered by his responsibility. Client will ensure that he is in compliance with the safety provisions of the applicable laws and regulations.
6. Client will inform BosQman in a timely manner regarding relevant information.
7. Client shall inform BosQman without delay if Client knows or can reasonably foresee that he will not be able to fulfil his obligations.
8. Compliance with the required Dutch and/or foreign laws and regulations is at all times the responsibility of and is entirely at the risk of Client.
9. Client takes care of the necessary insurance.

### Article 12 Remuneration and payment

1. The fee stipulated by BosQman is exclusive of VAT, unless otherwise agreed.
2. BosQman is entitled to all other costs incurred by him, which are necessary for the correct execution of the Work and/or inherent to the Work. These include any travel, accommodation and parking costs.
3. BosQman is entitled to demand from Client a reasonable advance on the remuneration of the Work.
4. BosQman is entitled to increase the agreed remuneration if this increase is due to legislation or regulations or by the increase in wages or due to circumstances which, when entering into the Contract were not reasonably foreseeable. In that case, Client is not entitled to dissolve the Contract.
5. The remuneration has been agreed on the basis of the effort obligation of BosQman. BosQman is at all times entitled to the agreed remuneration, even if the Product desired by Client is not realized or the Required Documents are not obtained.
6. Payment shall be made as described in the invoice provided by BosQman, taking into account the terms of payment contained therein.

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7. Upon expiry of the term of payment mentioned in the preceding paragraph, Client is immediately and without further notice in default.
8. In case of default, Client owes the statutory interest on the invoice amount to the moment of payment of the total amount owed.
9. All collection costs relating to the acquisition of the payment in and out of court shall be borne by Client, these costs include at least EUR 75.
10. Objections to the amount of the remuneration do not suspend the payment obligation.
11. In the case that Client is in default, BosQman has a right of retention in the possession of supplies and other matters of Client held by BosQman.

### Article 13 Liability

1. BosQman is only liable for direct damages caused and imputable by him or which has arisen as a result of intentional or gross negligence of BosQman.
2. BosQman is not liable for indirect or consequential damages, including business damages, delay damages and lost profits.
3. BosQman is never liable for damages, or fines, arising out of the realization of the Product desired by Client.
4. BosQman is never liable for the damages, or fines, arising from the risks associated with the act or export to high risk countries. The foregoing is fully at the expense and risk of Client.
5. BosQman is never liable for damages, or fines, which arise from the incorrect or incomplete compliance with Dutch or foreign laws and regulations, this is entirely at the expense and risk of Client.
6. BosQman is never liable for the damages, or fines, which arise by not obtaining the Required Documents by Client.
7. The liability of BosQman is limited to the amount equal to the invoice value excluding VAT of the contract and in all cases limited to the amount of the payment of his insurer in the case up to a maximum of EUR 25,000.
8. BosQman is not liable for damages caused by third parties deployed by Client.
9. Client shall safeguard BosQman against all claims by third parties and immediately inform BosQman in case of any such claims.

### Article 14 Force majeure

1. In the event of force majeure, BosQman is not obliged to fulfil his obligations following the Assignment and shall be entitled to suspend them for the duration of the force majeure. BosQman shall never be liable for damages arising as a result of force majeure.
2. Force majeure means anything that is qualified, foreseen or unforeseen under the law and jurisprudence, and on which BosQman cannot exert any influence. This includes, in any case, the prevention of third parties, illness, disruption of energy supplies, internet failures, computer infringement by third parties and later enforced trade bans on applicable high-risk countries.
3. Work already performed before the force majeure may be charged separately to Client.

### Article 15 Complaints

1. Client shall inform BosQman as soon as possible of any complaints encountered by him.
2. Complaints about the delivered Work are to be reported to BosQman no later than 30 days after the completion of the Assignment.
3. If the complaint is justified, BosQman will try to remedy it as best as possible. If this is no longer possible, BosQman can only be liable to the extent indicated in Article 13.
4. The assessment of any complaints is made by BosQman

### Article 16 Duration and termination of contract

1. The Assignment ends after completion of the Work by BosQman.
2. The Agreement cannot be terminated early.
3. Each of the Parties shall be entitled to terminate the Agreement with immediate effect and without any obligation in the event that:
  - The other party is in suspension of payment or requests suspension of payment;
  - The other party is declared bankrupt, or the other party's bankruptcy is requested;
  - The undertaking of the other Party shall be discontinued or liquidated;
  - The other party is Seized on a substantial part of his assets.
4. In the event of termination by one of the Parties, Client is obliged to pay the compensation for the Work already performed by BosQman.

### Article 17 Secrecy

The Parties are obliged to exercise the greatest secrecy with regard to confidential information provided by each of them. The foregoing shall not apply if one of the Parties has been obliged to disclose the confidential information in accordance with any legislative provision, regulation or court ruling. Violation of this article will be fined EUR 1000 and EUR 500 for each day that the violation continues.



## Terms and Conditions

**Article 18**    **Choice of law and choice of jurisdiction**

1.    The Contract between Client and BosQman is governed by Dutch law.
2.    Any dispute arising between the Parties shall be settled by the court within the district in which BosQman is located.