

GENERAL CONDITIONS

STICHTING VOOR NEDERLANDSE AFRIKAANSE HANDELSBEVORDERING

Also known as the Netherlands-African Business Council, hereinafter referred to as NABC, with its registered office at Prinses Beatrixlaan 582, 2595 BM The Hague.

ARTICLE 1 – Concepts and Definitions

- a. Principal: any individual or legal person who wants to use or is using the products and/or services of NABC, whether or not being a member of NABC.
- b. Participant: an individual taking part in an NABC activity.
- c. Member: any legal person that is member of NABC
- d. Product: a tangible publication provided by NABC, such as a market scan, market information, a financial report, or a list of business contacts provided to the principal.
- e. Service: information, advice or intermediation provided by NABC directly to the principal or at an activity organized by NABC.
- f. Activity: any event, conference, incoming or outgoing trade mission organized by NABC on a general or individual base.
- g. Conference: an activity organized by NABC that lasts more than one day.
- h. Trade mission: an activity in which Dutch companies are jointly or individually invited to travel abroad (outgoing) or foreign companies are invited to travel to the Netherlands (incoming).
- i. Event: all gatherings organized by NABC that are not trade missions or conferences.

ARTICLE 2 – General

- a. All agreements, offers, advice and other actions and activities of NABC organized in whole or in part by NABC and supplied to or executed for a principal are subject to the conditions set out herein. These conditions are also applicable to the membership of NABC and all activities, products and services that NABC offers to principals and third parties. These conditions are applicable to both members as well as non-members of NABC.
- b. Special conditions are applicable only when these are accepted in writing by NABC and solely for the agreement made. In all other situations these general conditions are applicable and shall prevail. No deviations from the general conditions can be made, unless this is specifically approved by the executive board of NABC in writing and in separately respect of each agreement.
- c. The authority of the person acting for and on behalf of NABC does not extend further than what is generally customary for an entity like NABC.
- d. NABC can assume that a person who purports to act on behalf of a principal has the full authority to do so. The principal waives its right to request nullification of an agreement on the basis that its representative did not have the required authority to bind the principal.
- e. These conditions shall prevail over any conditions of the principal and which the principal (implicitly or explicitly) purports to make applicable to the agreement.

ARTICLE 3 – Membership

- a. The membership gives access to the services, some of which are exclusive to NABC members.
- b. The NABC membership period runs from January 1st up to and including December 31st and is extended automatically for a subsequent period, unless the membership is terminated in accordance with paragraph d. below.
- c. The contribution is to be paid before the membership period starts. The principal will receive an invoice for this purpose or, if a consent is given, the amount is withdrawn by way of direct debit.

- d. The membership of NABC can be terminated by giving at least three months' written notice, to be given before the end of the membership period (i.e., before October 1st) to the board of NABC (Prinses Beatrixlaan 582, 2595 BM, The Hague). The membership will in that case terminate as per the end date of the then current membership period.
- e. If there are any changes in the name or address details of a member, the member should promptly inform NABC.

ARTICLE 4 – Products

- a. An agreement for the delivery of products between NABC and the principal shall come into existence once NABC has received the written acceptance by the principal of NABC's offer.
- b. The time for delivery of an NABC product commences when NABC has accepted the order of the principal, unless otherwise agreed. The lead time or delivery date stated shall not be considered to be a fundamental term of the agreement, unless explicitly agreed otherwise and shall be extended in case of force majeure.
- c. Delivery of a product will occur by way of a (digitally) written publication.
- d. In case the principal cancels the agreement for a product after having established an agreement, the principal shall be obliged to reimburse NABC for the expenses incurred.
- e. In case NABC cancels the agreement to deliver a product, the NABC will refund the already amount paid (if the product has already been partially delivered, pro rata) to the principal, after the event has occurred.

ARTICLE 5 – Service

- a. NABC will provide services on a general or individual matter based upon the then prevailing applicable standards, knowledge and skills, legislation and jurisprudence, all to the extent reasonable known and accessible, and on the basis of the data provided by the principal in respect to the applicable tariffs and conditions.
- b. NABC will perform its duties in connection with the service with care. However, NABC shall under no circumstances be liable if the service or any information thereunder does not have the intended result.

ARTICLE 6- Activity

- a. A principal can register for all activities organized by NABC via the registration form on the website or by mailing the NABC office.
- b. After confirmation by NABC, the principal is considered to be a participant in the activity and such confirmation shall establish the agreement between the principal and NABC in respect of the activity.
- c. If activities are free of charge, a maximum of three participants per member are permitted.
- d. In case of circumstances that are beyond NABC's control, the participant shall still be obliged to pay the participation fee. NABC has the choice;
 - I. To cancel the activity, in which case NABC will reimburse the relevant share of any amounts remaining after taking account of the costs already incurred at a later moment to the participant.
 - II. To postpone the activity for at least the period during which the circumstances last, in which case the participation fee shall be increased with all extra costs, including transportation- and storage charges etc..
- e. The participants travel at their own risk and must ensure that they take out proper insurance that covers them against any relevant risks, including political risk
- f. If the principal wishes to extend an activity offered by NABC, the principal shall be responsible for arranging such extension himself. Should NABC nonetheless intermediate in this respect, NABC shall have no liability to the participant.
- g. In case the participant cancels the participation to an event less than two weeks in advance of the event, the participant shall remain obliged to pay the participation fee.

- h. In case of cancellation of an event by NABC due to insufficient interest in the event, NABC will reimburse the participation fees it received.
- i. In case a reservation to a conference is cancelled by the participant,
 - a. more than 4 weeks prior to the first day of the said conference, the participant will be entitled to a 100% refund.
 - b. more than 2 weeks prior to the first day of the conference, the participant will be entitled to a 50% refund.
 - c. less than 2 weeks prior to the first day of the conference, the participant will not be entitled to a refund.
- j. Substitutions for participants to a conference may be made at any time. Substitution requests within one week prior to the conference will not be administered by the NABC office, but will be made during registration on the first day of the conference.
- k. In case a reservation to an outgoing trade mission is cancelled by the participant,
 - a. more than 8 weeks prior to the agreed provision of the outgoing trade mission, the participant is obliged to compensate 10% of the price agreed to the NABC.
 - b. more than 14 days prior to the agreed provision of the outgoing trade mission, the participant is obliged to compensate 60% of the price agreed to the NABC.
 - c. less than 7 days prior to the agreed provision of the outgoing trade mission, the participant is obliged to compensate 100% of the price agreed to the NABC.

ARTICLE 7 – Prices

- a. All published prices and tariffs are exclusive of VAT. Possible other costs are mentioned separately.
- b. The prices are calculated per service, product, and/or activity. Included in the price is what is mentioned in the mailing or offer applicable to the service, product and/or activity. Once an agreement between NABC and the principal is entered into, the principal is obliged to pay the total amount of the fee.
- c. Payment shall be effected within 30 days after NABC sends an invoice.

ARTICLE 8 – Payment

- a. The membership and the reception of products, services and/or activities obliges the principal to pay the amounts due in accordance with the terms set by NABC, unless the product or service is free.
- b. In case of lack of payment, late payment or incomplete payment NABC will send a letter of reminder.
- c. In case of lack of payment without cause, the principal shall pay interest at a rate of 1.5 % per month over the unpaid amount. When the collection needs to go through judicial or other procedures the outstanding amount shall be increased with 10 % to cover administration costs. The judicial and other costs shall in addition be charged to the principal.
- d. NABC is entitled to withhold services, documents and funds of the principal until its debts are settled and to cease the provision of any service and refuse the principal admission to any activity (including those that are free of charge) until the debt has been fully discharged.

ARTICLE 9 – Transport

The transport of persons and goods are for account of the principal. If NABC acts on a coordination or advisory base, the costs for NABC are also for account of the principal. NABC is in no case liable for any damages that the principal may incur.

ARTICLE 10 – Confidentiality

- a. NABC and its employees shall except as otherwise set out herein, keep confidential (i) all business matters made known to him or her in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the principal and (ii) the contents of any product, including the fact that it was requested on behalf of the principal to deliver a product ((i) and (ii) together referred to as "confidential information").
- b. The obligation of the parties not to disclose confidential information shall not apply to information which was already in the public domain, or in the rightful possession of the other party at the time of its disclosure, or which is disclosed as a matter of right by a third party after the execution of this agreement, or which passes into the public domain by acts other than the unauthorized acts of the other party, or which is independently developed by a party without reference to the confidential information. In addition, the parties shall have the right to disclose confidential obligation if required by law or pursuant to a decree, judgment, order or other governmental request.
- c. During the term of the agreement and six months thereafter, NABC will not display information from sections of the product offered to the principal, unless explicitly agreed otherwise.

ARTICLE 11 – Liability

- a. NABC is not liable for damage of the principal suffered due to a breach by NABC under these conditions and/or agreement with the principal, unless the damage is caused by NABC's willful default or gross negligence.
- b. If the principal takes certain decisions based on NABC's services, advices or products, NABC is not liable for the potential consequences or results of these decisions.
- c. The principal is liable for all damage that NABC may suffer due to its breach of its obligations under any agreement with NABC and/or or these conditions.
- d. To the extent in which NABC uses the services of third parties in connection with an activity, NABC is not liable for any damage which is caused in connection with such activity.
- e. The principal and participants are expected to have knowledge of the legislation of the country in which the activity takes place or which otherwise applies to the principal, the participant or the activity. In case of violation of such legislation by the principal, a participant or his employer, NABC is not liable for any damage and/or costs resulting from such violation and the principal and/or participant shall be obliged to compensate NABC for any damages that it may result as a consequence.
- f. NABC cannot be held liable for damages suffered by the principal and/or participant due to the principal and/or participant not acquiring the appropriate visa in order to enable him to attend NABC activities.
- g. NABC cannot be held liable for damages suffered by the principal and/or participant due to the principal and/or participant not having the appropriate insurances such as healthcare, dental and ambulance services during its activities. NABC strongly recommends that participants take out comprehensive medical and travel insurance, which should cover the possibility of flight cancellation due to strikes and other causes. NABC and its local co-organizers accept no responsibility of any nature whatsoever for personal injury, death, loss or damage to property or participants caused or arising anyway.
- h. If NABC is liable for damages suffered by the principal pursuant to these conditions or legal requirements, the damage which NABC is obliged to reimburse shall never exceed the amount of the fee paid by the principal to NABC in respect of the matter that caused such damages, and in case no payment had to be made, shall not exceed EUR 500.

ARTICLE 12 – Governing law and forum

Dutch law shall apply to these conditions and to any agreements to which these conditions are applicable as well as to any non-contractual obligations resulting from these conditions and any such agreements. The competent court in The Hague shall have exclusive jurisdiction to adjudicate all disputes resulting from these conditions as well as all agreements to which these conditions are applicable

ARTICLE 14 – Code of conduct

The NABC performs its functions at all times paying respect to the quality of its services, products and activities in accordance with the provisions set out below.

The principal in the services, products and activities provided by the NABC agree that illegal or unethical conduct on the part of directors, employees or representatives is not in the best interest of Dutch-African business. Therefore they will all times adhere to high standards of integrity.

This includes that all parties must adhere to the following principles:

Operational excellence

NABC and its principal strive to deliver high quality services, products, and activities with respect for the safety, health, environment, reliability, and efficiency of all parties affected by the agreement.

Equal opportunities

The agreement between the NABC and principal will lead no one to be subjected to discrimination on the basis of race, ethnicity, religion, sex, age, or any other characteristics irrelevant to the requirements of the agreement.

Respect for business ethics

NABC and its principal strive to respect each country's unique customs and business practices while complying with international (trade) law.

Violation of these provisions may result in sanctions, including possible termination of membership or the termination of the service, product or activity offered to the principal. The degree of the sanctions that can be imposed are dependent, inter alia, on whether there was a voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation