



41 Rue de la Chaussée d'Antin  
75009 Paris  
Association déclarée à la Préfecture de Paris  
[www.nfcc.fr](http://www.nfcc.fr)

## GENERAL TERMS AND CONDITIONS OF SALE FOR SERVICES BETWEEN PROFESSIONALS

### Article 1: Scope of application

The present general terms and conditions of sale (the "General Terms and Conditions of Sale") constitute, in accordance with Article L 441-1 of the French Commercial Code, the sole basis of the commercial relationship between the Netherlands France Chamber of Commerce, an association governed by the law of 1<sup>er</sup> July 1901, registered at the Paris Prefecture under number W751258734, identified under number SIRET 891 052 367 00028, whose registered office is at 41 Rue de la Chaussée d'Antin 75009 Paris, hereinafter referred to as "NFCC" and its professional customers, hereinafter referred to as "Customer(s)", together referred to as "the Parties".

The purpose of the General Terms and Conditions of Sale is to define the conditions under which NFCC provides the following services to its Customers:

- organization of meetings between Dutch and French companies and between Dutch and French executives, professionals and other Dutch and French economic actors;
- support for Dutch and French companies;
- organization of thematic webinars and videoconferences;
- preparation of market research and publications with a Dutch-French connection;
- organisation of matchmaking for Clients and for Dutch and French companies in general;

hereinafter referred to as the "Services".

The present terms and conditions apply, without limitation or qualification, to all Services rendered by NFCC to Customers of the same category, regardless of any terms and conditions that may be contained in the Customer's documents, including any of their terms and conditions of purchase.

In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any Customer who requests them, to enable him to place an order with NFCC. They are also communicated to any Customer prior to the conclusion of a single agreement referred to in Articles L 441-3 and following of the Commercial Code, within the statutory time limits.

Any order for Services implies, on behalf of the Customer, the express and unconditional acceptance of these General Terms and Conditions of Sale.

The information contained in NFCC's catalogues, prospectuses and price lists is given for information only and may be revised at any time. The NFCC is entitled to make any changes it deems necessary.

In accordance with the regulations in force, the NFCC reserves the right to derogate from certain clauses of these General Terms and Conditions of Sale, depending on the negotiations conducted with the Customer, by establishing special terms and conditions of sale.

The NFCC may, in addition, establish category-specific general terms and conditions of sale that derogate from these General Terms and Conditions of Sale, depending on the type of Customer in question, determined on the basis of objective criteria. In this case, the category-specific general terms and conditions of sale apply to all Customers meeting these criteria.

### Article 2: Orders

**2.1** Sales of Services are only completed after NFCC has issued an offer and the Customer has expressly accepted the offer in writing

**2.2** Any changes to the offer requested by the Customer will only be taken into account, within the limits of NFCC's possibilities and after a new offer has been drawn up with a possible price adjustment, if they are notified in writing and after the Customer has signed the new offer.

**2.3** In case of cancellation of the order by the Customer after his written acceptance of the offer less than 30 days before the date scheduled for the provision of the Services ordered, for any reason whatsoever except force majeure, the advance payment paid at the time of ordering, as defined in the article "*Payment conditions - Payment deadlines*" of these General Terms and Conditions of Sale will be automatically acquired by NFCC and will not give rise to any refund

### **Article 3: Rates**

**3.1** The services are provided at the NFCC's rates in force on the day the order is placed, in accordance with the offer previously drawn up by the NFCC and accepted by the Customer, as indicated in the article "*Orders*" above. The rates are net and excluding VAT.

**3.2** An invoice is issued by the NFCC and given to the Customer for each provision of Services.

**3.3** The conditions for determining the cost of the Services whose price cannot be known a priori or indicated with accuracy, as well as the method of calculating the price allowing the latter to be verified, will be communicated to the Customer or will be the subject of a detailed offer, at the Customer's request in accordance with the provisions of Article L 441-1, III of the Commercial Code.

### **Article 4: Payment conditions**

#### **4.1** Payment deadlines

An advance payment corresponding to 50% of the total price of the Services ordered is required upon signature of the offer by the Client unless otherwise stated in the quotation. The balance of the price is payable immediately in cash, on the day of the provision of the said Services, as defined in the article "*Methods of providing the Services*" below.

**4.2** The NFCC shall not be obliged to provide the Services ordered by the Customer if the Customer does not pay the price in accordance with the terms and conditions set out in these General Terms and Conditions of Sale.

No discount will be given by NFCC for payment before the date indicated on the invoice or within a period shorter than that mentioned in these General Terms and Conditions of Sale.

#### **4.3** Late Payment Penalties

In the event of late payment and payment of amounts due by the Customer beyond the deadline set out above, and after the payment date indicated on the invoice sent to the Customer, late payment penalties calculated based on the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10% of the amount including VAT of the price of the Services indicated on the mentioned invoice, shall be automatically due and payable to the NFCC, without the need for a reminder.

### **Article 5: Methods of providing the Services**

Customer agrees to provide NFCC, in connection with the execution of the Services, all information, data, documents and reasonably necessary assistance to enable NFCC to provide the Services ordered.

The Services requested by the Client will be provided within the period agreed and/or indicated on the offer duly signed by the Client; this period will only start upon payment of the advance payment.

This period does not constitute a strict time limit and NFCC cannot be held liable by the Customer for any delay in the provision of the Services. In the event of a delay of more than 2 months, the Customer may request the cancellation of the order. The advance payments already made will then be returned by NFCC.

The NFCC cannot be held responsible in the event of delay or suspension of the supply of the service attributable to the Customer, or in the event of force majeure.



The Services will be provided in Paris. In the event of a specific request from the Customer concerning the conditions of provision of the Services, duly accepted in writing by the NFCC, the related costs will be the subject of a specific additional invoice.

The NFCC reserves the right to engage any third party with special know-how and/or expertise in business strategy and organisation for the execution of the Services ordered by the Customer, which the Customer expressly acknowledges and accepts.

In the absence of reservations or claims expressly made by the Customer upon delivery of the Services, the Services shall be deemed to be in accordance with the order, in quantity and quality. The Customer shall have a period of 10 days from the delivery of the Services to submit such reservations or complaints in writing to the NFCC, together with all relevant evidence. No claim will be validly accepted if the Customer fails to comply with these formalities and deadlines. The NFCC will take all corrective measures (to the extent possible) at the earliest opportunity.

#### **Article 6: Liability of the NFCC**

The liability of the NFCC is limited to intentional, gross or proven negligence and is limited to direct damage to the exclusion of any indirect damage of any kind.

In any event, in the event that the NFCC is held liable, the NFCC's guarantee will be limited to the amount paid by the Customer for the provision of the Services in question, excluding VAT.

#### **Article 7: Intellectual Property Rights**

The NFCC retains the ownership of all intellectual property rights to the studies, documentation, presentations, acts, documentation, models, etc., produced (even at the request of the Customer) for the purpose of providing the Services to the Customer. The Customer shall therefore refrain from any reproduction, exploitation or use whatsoever of the said studies, documentations, presentations, acts, documentation, models, etc. without the express, written and prior authorisation of the NFCC, which may be conditional on a financial consideration.

#### **Article 8: Personal data**

The personal data collected from Customers are subject to computer processing by the NFCC. They are recorded in its Customer/Services file and are essential to the processing of the Customer's order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept as long as necessary for the execution of orders and guarantees that may apply.

The data controller is the NFCC. Access to personal data will be strictly limited to employees of the data controller who are authorised to process such data by virtue of their duties. The information collected may be communicated to third parties bound to the NFCC by contract for the execution of subcontracted tasks, without the Customer's authorization being necessary. Within the framework of the execution of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the NFCC will not sell, rent, transfer or give access to third parties to the data without the Customer's prior consent, unless it is obliged to do so for a legitimate reason.

In accordance with the applicable regulations, the Customer has a right of access, rectification, deletion, and portability of data concerning him, as well as the right to oppose the processing for legitimate reasons, rights that he can exercise by contacting the person responsible for processing at the following postal address or email: [info@nfcc.fr](mailto:info@nfcc.fr). In the event of a complaint, the Customer may submit a complaint to the Commission Nationale de l'Informatique et des Libertés.

#### **Article 9: Force majeure**

The Parties shall not be held liable if the non-performance or delay in the execution of any of their obligations, as described herein, results from a case of force majeure, as defined in Article 1218 of the Civil Code.

The Party noting the event shall immediately inform the other Party of its inability to execute its service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

The execution of the obligation shall be suspended for the duration of the force majeure if it is temporary. During this suspension, the Parties agree that the possible costs generated by the situation will be divided equally. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to resume normal execution of their contractual obligations as soon as possible. To this end, the Party prevented from fulfilling its obligation shall notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt. If the impediment is definitive, the present contract will be purely and simply terminated according to the terms defined in the article "Termination for force majeure".

#### **Article 10: Termination of the contract**

##### **10.1** Termination for force majeure

Termination by operation of law for reasons of force majeure, notwithstanding the clause "*Termination for failure of a party to fulfill its obligations*" set out below, may only take place 14 days after receipt of a formal notice declaring the intention to apply the present clause, notified by registered letter with acknowledgement of receipt or any extrajudicial act.

##### **10.2** Termination for failure of a party to perform its obligations

In the event of non-compliance by either party with the following obligations :

- the non-payment of the advance payment corresponding to 50 % of the total price of the Services ordered at the time of acceptance of the offer;
- the failure of the Client to provide all information, data, documents and reasonably required assistance for the performance of the Services;
- the delay in the provision of the Services for more than 2 months;

referred to in the articles of these General Terms and Conditions of Sale, the contract may be terminated at the discretion of the injured party.

It is expressly understood that this termination for failure of a party to meet its obligations will take place by operation of law 14 days after receipt of a formal notice to perform, which has remained, in whole or in part, without effect. The formal notice declaring the intention to apply the present clause must be notified by registered letter with acknowledgement of receipt or any extrajudicial act.

##### **10.3** Stipulations common to all cases of resolution

It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of this agreement shall be validly put in default by the mere fact that the obligation is due, in accordance with the provisions of Article 1344 of the Civil Code.

#### **Article 11: Litigations**

In order to resolve any dispute that may arise in the execution of the contract, the Parties agree to meet within 7 days of receipt of a registered letter with acknowledgement of receipt, notified by one of the two parties.

This settlement procedure is a mandatory prerequisite to the institution of legal proceedings between the Parties. Any legal action started in violation of this clause shall be declared inadmissible.

However, if at the end of a period of one month, the Parties do not manage to agree on a compromise or a solution, the dispute will then be submitted to the jurisdiction designated below.

#### **Article 12: Jurisdiction**

All disputes to which the present general terms and conditions of sale and the agreements resulting from them could give rise, related to their validity, interpretation, execution, resolution, consequences and follow-up, will be submitted to the competent courts of the jurisdiction of the Court of Appeal of Paris.

#### **Article 13: Language of the contract - Applicable law**

The present general terms and conditions and the operations resulting from them are governed by French law. They are written in French. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.



**Article 14: Acceptance by the Client**

The present General Terms and Conditions of Sale are expressly agreed and accepted by the Customer, who declares and acknowledges having full knowledge thereof, and thereby waives the right to rely on any contradictory document, including its own general terms and conditions of purchase, which will be unenforceable against the NFCC, even if the latter has had knowledge thereof.