

General terms and conditions

About Asia

of
About Asia (Chengdu)
Business Information Consulting Co., Ltd.

These terms and conditions are applicable to any suggestion, offer and agreement between About Asia and a client whereupon About Asia stated these terms and conditions, unless both parties expressly and in writing chose for different terms and conditions.

1. About Asia is a Chinese Wholly Foreign Owned Enterprise (WFOE).

2. All instructions from clients, irrespective of whether these are addressed to About Asia or to individuals working at About Asia, are accepted and carried out exclusively by About Asia. Any subsequent or additional instructions of the client shall also be subject to these general terms and conditions. The applicability of the terms and conditions of the client is hereby specifically rejected.

3. Any and all liability of About Asia is limited to the amount paid out, if any, under the professional liability of About Asia insurance policy in the matter concerned, plus the amount of the deductible applicable to this insurance coverage. In the event and to the extent that no monies are paid out under the professional liability insurance and no liability insurance is applicable, for whatever reason, any and all liability of About Asia shall be limited to an amount of EUR 5,000.00 or, if the fees charged by About Asia in the matter concerned are higher, limited to the amount of such fees up to a maximum of EUR 10,000.00. Not only About Asia, but also all third parties which are engaged to carry out instructions of About Asia clients, may rely on these general terms and conditions. The same shall apply to former employees in the event that they are held liable after they have left About Asia. Any claim for compensation against About Asia has lapsed if the matter has not been brought to court within one year after the facts on which the claim is based are known to the client or could have been reasonably known to the client.

4. About Asia shall, as far as possible, consult the client before instructing third parties (unless in case of assistance of a local counsel or bailiff) and shall in any event exercise due care in its selection of third parties. About Asia is not liable for any acts and/or omissions of third parties. About Asia is hereby authorized by the client to accept on its behalf any terms and conditions (including limitations of liability of third parties) applicable in the relation between it and third parties, or any terms and conditions stipulated by the third party.

5. The client indemnifies and holds About Asia harmless from and against any and all third-party claims, including reasonable legal costs, arising in whatever manner from the activities carried out for the client, unless they are a result from gross negligence or willful misconduct by About Asia.

6. Unless otherwise agreed in writing, professional fees shall be calculated on the basis of the number of hours worked, multiplied by the hourly rate established annually by About Asia or a fixed amount per contract. About Asia is entitled to ask for an advance payment. Advance payments shall be settled with the final statement of expenses.

7. Costs paid for by About Asia on behalf of the client, shall be charged separately.

8. In principle, the client will be charged for services based on a project fee, subject to payment within 14 days of the date of the invoice. On late payment About Asia is entitled to statutory interest and extrajudicial costs of recovery. These extrajudicial costs shall be fixed at 15% of the principal sum due.

9. The legal relation between Dutch clients and About Asia is exclusively governed by Dutch law. The legal relation between clients from other territories and About Asia is governed by Chinese law.

10. With the exception of documents and/or files for which separate safekeeping guidelines are applicable, files shall be kept for at least 3 years (starting from the sending date of the last invoice), after which About Asia has the option to destroy the dossier without any further notification.

11. If disputes arise between the parties the case will be offered firstly to a Dispute Committee. If these efforts to lead to a mutual agreement fail, the case will be resolved by the district Court of Amsterdam (Dutch client), and the Court of Chengdu (other territory clients), unless a different court is prescribed by law. Both parties shall only appeal to a court after they put supreme effort to solve this dispute by mutual agreement.

12. About Asia is not able to rely on a provision in these general terms and conditions, in so far as that provision is not permitted by the Chinese Law. If one or more provisions of the agreement shall appear to be fully or partly void or not enforceable, they shall hereby be replaced by provisions for which this does not apply and which provide near enough the same as the void and non-enforceable provisions. In so far as may be necessary, parties will hold further consultations in good faith about the exact wording of the provisions that were replaced.

13. These general terms and conditions are publicised and available through the About Asia website.

This version of the general terms and conditions can be found in the footer of the following website:
<http://www.aboutasia.nl/>

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