



# General Terms and Conditions of HawkVision Strategies

(Version: January 2025)

## 1. Definitions

- 1.1. *HawkVision Strategies*: The sole proprietorship of Shireen Raza, registered in the Netherlands, providing consultancy and foreign direct investment (FDI) services.
- 1.2. *Client*: Any individual or entity engaging HawkVision Strategies for services.
- 1.3. *Agreement*: Any written or verbal contract, proposal, or service order accepted by both parties.
- 1.4. *Services*: All services provided by HawkVision Strategies, including but not limited to trade fair representation, company outreach, strategic consulting, and related activities.

## 2. Applicability

- 2.1. These General Terms and Conditions apply to all proposals, agreements, and services provided by HawkVision Strategies unless otherwise agreed in writing.
- 2.2. By engaging HawkVision Strategies, the Client confirms that they have reviewed, understood, and agreed to these terms and conditions.

## 3. Scope of Services

- 3.1. The scope of services will be detailed in individual agreements or proposals.
- 3.2. Additional services not specified in the initial agreement must be requested in writing and may incur additional charges.

## 4. Fees and Payment Terms

- 4.1. Fees are outlined in individual agreements or proposals and are expressed in Euros (€) unless stated otherwise.
- 4.2. Payment terms:
  - Invoices must be paid within 30 days of receipt unless otherwise agreed.
  - Late payments may incur interest of **1% per month**, unless a higher rate is agreed upon in writing and permitted by applicable law.
- 4.3. VAT is not applicable to services provided to non-EU clients in accordance with EU export rules.

## **5. Service Delivery and Workload Management**

5.1. HawkVision Strategies will make every effort to deliver services within agreed timelines.

5.2. All services are subject to availability and capacity. In the event of excessive workload:

- Clients will be informed promptly of potential delays.
- HawkVision Strategies may propose alternative arrangements, including adjusted timelines, subcontracting, or partial service completion.

5.3. Delays caused by excessive workload or unforeseen circumstances will not constitute a breach of contract. HawkVision Strategies will notify the Client promptly and endeavor to minimize disruptions or propose alternative solutions.

## **6. Confidentiality**

6.1. Both parties agree to keep all proprietary and sensitive information confidential during and after the Agreement.

6.2. Information may only be shared with third parties upon written consent from the disclosing party.

## **7. Intellectual Property**

7.1. All materials, reports, and deliverables created by HawkVision Strategies remain its intellectual property unless otherwise agreed in writing.

7.2. The Client is granted a non-exclusive, non-transferable license to use the deliverables for internal purposes only.

## **8. Termination and Cancellation**

8.1. Either party may terminate the Agreement with 30 days' written notice.

8.2. If the Client terminates the Agreement:

- The Client is liable for payment of services completed up to the termination date.

8.3. HawkVision Strategies reserves the right to terminate the Agreement immediately if the Client fails to meet payment obligations or breaches the terms.

## **9. Force Majeure**

9.1. Neither party is liable for delays or non-performance caused by circumstances beyond their reasonable control, including but not limited to natural disasters, government actions, or travel restrictions.

9.2. In such cases, services may be postponed or adjusted, and both parties will work to minimize disruptions.

## **10. Liability and Indemnity**

10.1. HawkVision Strategies' liability is limited to the total fees paid under the Agreement, except in cases of gross negligence, wilful misconduct, or where such limitation is prohibited by applicable law.

10.2. HawkVision Strategies is not liable for indirect, incidental, or consequential damages.

10.3. The Client indemnifies HawkVision Strategies against third-party claims arising directly from the Client's use of the services or materials provided, except where such claims arise from HawkVision Strategies' gross negligence or wilful misconduct.

## **11. Applicable Law and Jurisdiction**

11.1. This Agreement is governed by Dutch law.

11.2. Any disputes will be resolved by the courts in Amsterdam, Netherlands. For international clients, parties may agree to submit disputes to arbitration or mediation under the rules of the International Chamber of Commerce (ICC).

## **12. Dispute Resolution**

12.1. Both parties agree to first attempt to resolve disputes through mediation.

12.2. If mediation fails, disputes may be escalated to legal proceedings in the applicable jurisdiction.

## **13. Miscellaneous**

13.1. These General Terms and Conditions constitute the entire agreement between the parties and supersede any prior agreements or understandings.

13.2. Any amendments to these terms must be made in writing and signed by both parties.

## **14. Availability of Terms**

14.1. These General Terms and Conditions are provided to the Client before entering into the Agreement and are available on the HawkVision Strategies website: [Insert Website Link].

14.2. The Client may request a copy of the General Terms and Conditions in a downloadable format by contacting HawkVision Strategies via email.

## **Contact Information**

HawkVision Strategies

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