
TERMS AND CONDITIONS

General Terms and Conditions for Services Provided by Nexus Global Source Inc.

I. General Provisions

1. Service Provider Information

- **Company Name:** Nexus Global Source Inc. (hereinafter referred to as the "Service Provider")
- **State of Incorporation:** Delaware, USA
- **Registered Office (Delaware):** 16192 Coastal Highway, Lewes, Delaware 19958, USA
- **Delaware State File Number:** 10351778
- **Date of Formation:** October 1, 2025
- **Registered Agent:** Harvard Business Services, Inc.
- **Contact Information:**
 - **Email:** info@nexusglobalsource.com
 - **Phone:** +1 (202) 979-3626

2. Scope and Acceptance of the Terms

- These General Terms and Conditions (hereinafter: **T&C**) govern the use of the **global trade, investment, sourcing, and consulting** services provided by the Service Provider.
- By ordering the Service, the Client acknowledges having read and accepted all conditions set forth in these T&C.

II. Subject of the Service and Ordering

3. Description of the Service

- The Corporation's purpose is to engage in any lawful activity for which corporations may be organized under the Delaware General Corporation Law (DGCL)⁵.
- The precise content, scope, deadline, and remuneration of the Service shall always be defined in a **separate, written Contract/Order** concluded between the Service Provider and the Client.

4. Ordering and Contract Conclusion

- The Contract is concluded upon the written acceptance of the quotation by the Client.

III. Payment Terms and Remuneration

5. Fees and Payment

- The fee for the Service is determined by the **individual contract**, which may be a fixed fee, commission-based, or project-based.
- The stated fees generally **do not include** third-party costs (e.g., customs, duties, taxes, shipping fees), unless specified otherwise in the individual contract.
- **Payment Deadline:** [5] days from the date of the invoice issuance.

IV. Liability, Warranty, and Confidentiality

6. Limitation of Liability (B2B)

- The Service Provider is solely liable for direct damages demonstrably resulting from its own provision of the Service.
- The maximum liability of the Service Provider is limited to the total amount of fees actually paid by the Client under the specific order.
- To the fullest extent permitted by the DGCL, a Director of the Corporation shall **not be personally liable** to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director⁶.
- The Service Provider assumes no liability for manufacturing defects in sourced products, commercial results of the Client, or damages arising from the negligence of third parties (manufacturer, carrier, customs authority).

7. Confidentiality and Data Handling

- Both parties agree to treat all business and technical information that comes to their knowledge during the performance of the Contract as **business secrets**.
- The Service Provider manages the Client's data in accordance with its Privacy Policy and the applicable laws of the United States, specifically the State of Delaware.

V. Miscellaneous Provisions

8. Governing Law and Dispute Resolution

- These T&C and all contracts concluded hereunder shall be governed by the laws of the **State of Delaware, United States of America**.
- The parties shall first attempt to settle any disputes amicably. Should amicable settlement fail, the parties agree that the **Delaware Court of Chancery** shall have exclusive jurisdiction over any disputes.

9. Amendment of the General Terms and Conditions

- The Service Provider reserves the right to unilaterally amend the T&C. The amendments shall take effect upon publication on the website.

Effective Date: October 17, 2025

Nexus Global Source Inc.

