

General Terms and Conditions of Forto NL B.V.– 1 November 2022

The following General Terms and Conditions (“GTC”) apply to all agreements concluded between the Customer and Forto NL B.V., Hofplein 20, 3032 AC Rotterdam, the Netherlands (“Freight Forwarder” or “Forto”) unless Forto expressly stipulates that other terms and conditions are applicable (for example where the agreement relates to special services of Forto, in particular products or services provided through digital service packages, or to the digital integration of data).

1. Applicability of the GTC, Services

- 1.1. The GTC cover all contracts and services provided by the Freight Forwarder. General terms and conditions or other pre-formulated contract terms or sets of rules used by the Customer do not apply, even if they simply contain additional provisions to these GTC.
- 1.2. The services provided by the Freight Forwarder include those regarding the arrangement of the transport of goods or regarding other conventional forwarding services in the context of transport or storage of goods.
- 1.3. With respect to transportation services provided by the Freight Forwarder, the Freight Forwarder acts as a freight forwarding agent (‘expediteur’) only, even if all-in or fixed rates have been agreed. The Freight Forwarder solely undertakes the obligation to arrange transport (‘doen vervoeren’, Article 8:60 DCC), i.e., to conclude a contract of carriage with a third-party carrier for the risk and account of the Customer.

2. Conclusion of contract, Information requirements, Special goods

- 2.1. A contract is concluded between the Customer and the Freight Forwarder, when the Customer, as further described in the following clauses, submits an offer for conclusion of a contract on the Freight Forwarder’s online platform and the Freight Forwarder declares his acceptance of the offer.
 - 2.1.1. On the Freight Forwarder’s online platform, the Customer can request several quotes with entering his relevant data for the order, such as route and number of containers (“Quote Request”). By choosing from various additional options, the Customer may add further special services and / or variants of the contract (for example customs clearance, insurance, etc.). When the Customer chooses a quote, he can enter additional information such as billing address and payment method and send a binding offer to the Freight Forwarder with clicking on the button “Place Order”.
 - 2.1.2. The Freight Forwarder will confirm the receipt of the order and will further provide the opportunity for and request from the Customer to enter additional required information and upload documents within a reasonable period, which will be shown on the platform. When the Customer has provided all such information and documents to the Freight Forwarder on time, the Freight Forwarder will examine the data provided.
 - 2.1.3. In case the agreement is not concluded for reasons within the responsibility of the Customer, especially if the Customer did not enter all the further requested information and documents or did not enter such information or documents on time after receiving the confirmation of receipt of the order, the Customer is bound to pay a handling fee.
 - 2.1.4. The Freight Forwarder will declare his acceptance of the offer by email or otherwise by electronic means within 72 hours, if possible. In general, no confirmation regarding availability of a (named) means of transport can be obtained from the selected carrier. This particularly applies to the sea carriage. As far as a specific means of transport (for example MV “X”) or a specific carrier (for example liner shipping company “Y”) has been named, such nomination shall not be binding. The agreement will become final and binding upon the parties at the terms stated therein after receipt of declaration of acceptance by the Customer.
 - 2.1.5. In accordance with the aforementioned conditions, a contract between the Freight Forwarder and the Customer is also concluded when the Customer submits an offer by email, telephone or otherwise to conclude a contract, the Freight Forwarder carries out the booking in accordance with the process described in the aforementioned Articles 2.1 to 2.1.3 for and on behalf of the Customer and subsequently declares acceptance according to Article 2.1.4. For the avoidance of doubt, the contract between the Customer and the Freight Forwarder shall not be deemed to be concluded already if the Freight Forwarder confirms to carry out the booking.
 - 2.1.6. The contract between the Customer and the Freight Forwarder is also concluded when the Customer provides the Freight Forwarder with the necessary information for a booking through a different means of communication (e.g. a Purchase-Order-Management) or knowingly has such information provided by a third party and the acceptance of such offer has been confirmed by the Freight Forwarder.
- 2.2. Prior to and after placing an order, the Customer is obliged to give timely notice of all relevant conditions and information affecting the carrying out of the same. This will also apply, if the Freight Forwarder does not ask explicitly for such information within the online booking process.
 - 2.2.1. This includes all relevant data required for carrying out the service, such as addresses, signs, numbering and amounts of packages or otherwise specified amounts, type, composition and characteristics of the goods (such as live animals and plants, perishability), HS code, the gross weight (including packaging and loading devices), delivery times and the value of the goods (for example for customs purposes or the insurance of goods according to Article 17). This shall apply regardless of whether the Customer is the shipper.
 - 2.2.2. In particular, the Customer must advise the Freight Forwarder regarding:
 - all public-legal duties and safety regulations, such as duties relating to customs, foreign trade regulations (particularly those relating to goods and people as well as specific country embargos) and legal safety statutes,
 - in case of carriage of goods by sea, all relevant data relating to safety statutes in the required form, such as the International Convention for the Safety of Life at Sea (SOLAS), particularly, but not limited to, the “Verified Gross Mass” per container,

- intellectual property rights of third parties, such as trademark and license limitations which are connected to the possession of the goods, including legal or regulatory hindrances capable of prejudicing the processing of the order,
 - specific technical requirements for transportation and particular cargo securing means to be supplied by the Freight Forwarder.
- 2.2.3.** The arrangement for the dispatch of dangerous goods or other conventional forwarding services in the context of transporting or storing dangerous goods as well as the arrangement for the dispatch of reefer cargo and / or heat-sensitive goods requires a separate order by the Customer. The Customer is responsible for the correct classification according to the applicable regulations for dangerous goods (air, sea, road, inland waterway). The corresponding data and, if necessary, additional information (such as safety data sheet, etc.) must be made available in accordance with the statutory provisions and in the appropriate timeliness before placing an order in order to enable the Freight Forwarder to verify same.
- In case of a valid contract regarding dangerous goods, which requires to be concluded separately by choosing the additional option “Dangerous Goods”, the Customer must inform the Freight Forwarder in text form of all details required for the performance of the contract, such as e.g. the quantity, specific nature of the hazard, the exact classification according to the relevant dangerous goods regulations and – if required – the necessary safety measures to be taken and hand over the required documents in due time before handing over the goods.
 - Hazardous goods are goods that have the potential to endanger people, vehicles or legal interests of third parties during the course of standard transportation, warehousing or other activities. In particular, hazardous goods are defined as goods that fall in the scope of application of statutes and regulations relating to hazardous goods, such as provisions covering dangerous materials, water or garbage.
- 2.2.4.** In case of valuable or theft-sensitive goods, the Customer must inform the Freight Forwarder in text form regarding the type and value of the goods and the current risks involved to enable the Freight Forwarder to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. Valuable goods are classified as those that, at the time and place of taking over, have an actual value of at least 50 Euro/kg or 10,000 Euro/per packed item. Theft-sensitive goods are those exposed to an increased risk of robbery and theft, such as money, precious metals, jewelry, watches, precious minerals, art, antiques, check books, credit cards and/or other payment means, stocks and security papers, documents, spirits, tobacco, entertainment electronic goods, telecommunications goods, IT equipment and accessories.
- 2.2.5.** In case the Customer does not comply with the requirements set out above, the Freight Forwarder is – without prejudice to any other contractual, non-contractual or statutory rights – free to:
- refuse the receipt of goods,
 - return goods already received and/or to keep it in readiness for collection, or
 - complete the order without further information to the Customer and subsequently claim an appropriate additional charge, in cases where a safe and damage-free completion of the order increases costs.
 - If the Freight Forwarder refuses the acceptance of the goods, the Customer will be notified on the Freight Forwarder’s online platform or via email.
- 2.3.** The Freight Forwarder is not obliged to check the information supplied by the Customer, or to make additions to it, in particular with regard to a customs tariff number provided by the Customer.
- 2.4.** Remarks, such as “Trade Fair Goods” or “Urgent”, Time in transit, estimated time of arrival, etc., contained in the order neither oblige the Freight Forwarder to arrange for faster completion of the order, such as via express delivery, nor to make preferential dispatch arrangements. The Freight Forwarder does not guarantee any fixed dates, neither for loading nor for delivery of the goods. All and any dates as stated on the online platform are to be understood as estimations made in good faith only, but stated without warranty or guarantee and without accepting any liability for the correctness thereof.
- 3. Assumption of additional service duties by the Freight Forwarder**
- 3.1.** In the absence of a separate agreement in the order supplied to the Freight Forwarder, the service does not include:
- the packaging of goods,
 - weighing and inspection of goods, or measures to preserve or improve goods or their packaging, unless it is standard business practice
 - the supply or replacement of pallets or other loading and packaging support materials (pallets).
 - the loading and unloading of goods, unless otherwise indicated by circumstances or common usage. Drivers who assist in the loading or unloading of goods without a contractual agreement, act exclusively on the instructions and under the supervision of the Customer. They are servants of the Customer and come under their legal responsibility, except in cases when loading or unloading has occurred on driver’s own initiative.
 - returns, detours and hidden additional cargo.
- 3.2.** Whenever the Freight Forwarder arranges the services mentioned under Article 3.1 in the interest of the Customer, or carries out such services, the Freight Forwarder is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement. To the extent that, in deviation from the original instruction, one or more further packages or other quantities or goods of a different kind (including different packaging, measurements or weight/volume) are handed over for transportation and the Freight Forwarder accepts the same for transportation, the Freight Forwarder and the Customer hereby enter into a new contract for this modified order. Section 5.2 shall remain unaffected.

4. Contact person, electronic communication and documents, invoices

- 4.1.** The order processing, as well as the exchange of information, declarations and requests during the contractual procedures will be, unless declared otherwise in these GTC or otherwise prescribed by applicable law, handled on the online platform of the Freight Forwarder or at the choice of the Freight Forwarder, via email or phone.
- 4.2.** In the absence of a written agreement, statements by warehousing or transport personnel require approval from the Freight Forwarder to be considered valid.
- 4.3.** The Customer takes care of the required declarations to be supplied by the Customer's shipper or consignee during the fulfilment of the contract at the place of loading and delivery, and of real actions, such as delivery and receipt of the goods. Shipper is the person identified in the contract or in a valid instruction from whom the goods are to be collected.
- 4.4.** The invoicing takes place in electronic form, as far as tax-law provisions are not opposed to such procedures.
- 4.5.** If the contracting parties have agreed to the electronic data exchange using electronic standards, such as Edifact, to fulfil the order, then either party is entitled to create, send and exchange declarations and notifications by electronic means (electronic data interchange), as long as the transmitting party is clearly identified. The transmitting party carries the responsibility for the validity and loss of any sent data. The electronic data interchange also includes electronic billing, in as much as tax regulations permit.
- 4.6.** Electronic or digital documents, in particular proof of deliveries, shall be considered equal to written documents. Furthermore, each party is entitled to archive written documentation in exclusively electronic or digital format and to eliminate originals, always in consideration of the legal regulations regarding the same.
- 4.7.** In case of damage to or delay of the goods and upon request, by the Customer or Consignee, the Freight Forwarder will make reasonable effort to procure all required and known information for securing their compensation claims.

5. Customs clearance and other statutorily required handling of goods

- 5.1.** The Freight Forwarder is entitled to make customs clearance dependent on issuance of a written power of attorney that provides for direct representation. The Customer must provide the Freight Forwarder with his written power-of-attorney on the online platform provided by the Freight Forwarder.
- 5.2.** The Customer is responsible for supplying the Freight Forwarder with all information, certificates and other documentation (e.g. HS-codes, permits, licenses, customs classification, value of goods, any insurance for the goods or transport taken out, pro rata also in the case of group or corporate group insurance) required for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, security checks for air freight shipments. The provision of certificates and further documents takes place in electronic form on the online platform provided by the Freight Forwarder. The originals shall be released upon reasonable request.
- 5.3.** If the order to the Freight Forwarder relates to the shipping of goods to a foreign destination, the Freight Forwarder is entitled to act with regards to the customs, security or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. The Freight Forwarder is hereby
- entitled to act in the name of the Customer, when such authority has been granted,
 - entitled to open packages whenever such action is necessary to comply with statutorily required controls (for example, Freight Forwarder as regulated agent), and to subsequently take all measures necessary to complete the order, such as repackaging the goods.
- 5.4.** If the order to the Freight Forwarder relates to a shipment under customs supervision, the Freight Forwarder is entitled to fulfil all the formalities and to advance payments required by customs if, without such actions, the completion of the order and, in particular, the delivery of goods to the consignee, would be impossible or cannot be carried out in time. In the absence of other instructions for an import shipment, it shall be assumed in case of doubt that the Freight Forwarder is to effect the payment of import duties. In addition, the Freight Forwarder shall not be obliged to examine the legitimacy of any action taken by Customs or any other authority or private body concerned with the import of the shipment, to appeal against such action or to take any other action against any order made in respect of the shipment or goods.
- 5.5.** Whenever the Freight Forwarder arranges services in the interest of the Customer according to Articles 5.3 and 5.4 or carries out such services, the Freight Forwarder is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.
- 5.6.** The Customer shall in any case be liable for the import duties paid, irrespective of their nature and the amount and whether or not they have been incorrectly assessed, as well as for all costs incurred in connection with customs clearance, such as transshipment, intermediate or relocation, counting, additional charges and additional costs for customs inspections and presentations or other measures ordered by customs or third parties, in particular with regard to dangerous goods, etc., insofar as these have been paid by the Freight Forwarder. The Freight Forwarder's claim for reimbursement of these expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts as from the date of the advanced payment.
- 5.7.** If the Freight Forwarder pays import duties, irrespective of their nature and the amount and irrespective of whether or not they have been incorrectly assessed, the Freight Forwarder is, in addition to the interest-bearing claims for reimbursement of expenses, entitled to a handling fee and a capital provision fee in the agreed amount, pursuant to an individual agreement. The handling fee and the capital provision fee shall also be incurred if the Customer settles the Freight Forwarder's invoice in due time, i.e. in compliance with the payment period granted, unless expressly agreed otherwise.

5.8. The Customer shall be free to make an advance payment to the Freight Forwarder before the Freight Forwarder advances any payments. In this case, the interest as well as the capital provision fee will be waived. The expenses paid will be charged against the advance payment. The handling fee shall be incurred in any case.

6. Packaging and labelling duties of the Customer

6.1. The Customer must clearly and permanently label all packages with their required identifications, such as addresses, marks, numbers and symbols relating to the handling and characteristics of the goods. Obsolete identification marks must be removed or garbled.

6.2. Furthermore, the Customer is responsible for

6.2.1. identifying all items belonging to the same shipment, to ensure easy recognition,

6.2.2. ensuring that the contents of packaged items cannot be accessed without leaving external traces. Packing tape, rings or similar securing methods are only sufficient if they are unique or otherwise difficult to copy. Foil packaging is only acceptable if it has been securely sealed,

6.2.3. ensuring that combined shipments made up of multiple items or units with a girth dimension of less than 1 m (maximum volume plus the longest edge) are bundled together into larger items,

6.2.4. consolidation of hanging shipments consisting of several items into sealed wrapped units for easier handling,

6.2.5. marking packing units with a gross weight of at least 1,000 kilograms (kg) with the weight specification as statutorily prescribed for heavy loads to be transported by ship,

6.2.6. to ensure neutral packaging for valuable or theft-sensitive goods.

6.3. Whenever packages do not comply with the conditions listed in Articles 6.1 and 6.2, Article 2.2.5 applies accordingly.

7. Receipt

7.1. Upon request by the Customer, the Freight Forwarder may issue a certificate of receipt in electronic form with reservations noted, if necessary. The certificate of receipt issued by the Freight Forwarder only confirms the number and type of packages, not their content, value, weight or other measurements.

7.1.1. In case of previously loaded or sealed loading units, such as containers or swap bodies and previously transmitted data, the accuracy of the certificate of receipt regarding quantity and type of loaded packages is vitiated, if the Freight Forwarder notifies the Customer on differences (in quantity) or damages, immediately after unloading the loading unit.

7.1.2. In case of doubt, the certificate of receipt does not confirm the gross weight or otherwise indicated measurements for mass goods, wagonloads, containers or other, previously loaded units.

7.2. The Freight Forwarder must request proof of delivery from the consignee in form of a delivery receipt listing all packages as outlined in the order or other accompanying documentation, insofar as this is customarily issued. Should the consignee refuse to issue a delivery receipt, the Freight Forwarder must request instructions from the Customer, insofar as this is possible for him in the usual course of business. The Customer can only demand the delivery receipt in electronic form for a period of twelve months after the goods have been delivered.

7.3. In cases where a consignment note, sea way bill, consignment bill or a bill of lading have been issued, these count as certificate of receipt or delivery receipt. Article 7.1 and 7.2 apply accordingly.

8. Freight payment, cash on delivery

8.1. Notifications by the Customer to the effect that the order should be executed freight collect or for the account of the consignee or a third party, for example according to Incoterms, do not exempt the Customer from his obligation to pay the Freight Forwarder its remuneration and outlays, including freights, customs charges and other expenses.

8.2. The notification according to Article 8.1 does not concern cash on delivery instructions.

9. Default of loading and delivery times, demurrage

9.1. In cases where the Customer must load or unload the vehicle, the Customer has the obligation to do so within the agreed time, otherwise within a reasonable time.

9.2. In the absence of a separate agreement, the time for loading and unloading road transport vehicles – irrespective of the number of shipments per loading or unloading location – shall be

9.2.1. for goods of any kind loaded on pallets:

- up to ten Euro-pallet storing positions: maximum 30 minutes,
- up to twenty Euro-pallet storing positions: maximum 60 minutes,
- more than twenty Euro-pallet storing positions: maximum 90 minutes,
- for any 20' dry standard containers: maximum 120 minutes,
- for any 40' dry standard or high cube containers: maximum 180 minutes.

9.2.2. in all other cases, for goods (excluding bulk goods) with a handling weight

- up to three tons: maximum 30 minutes,
- up to seven tons: maximum 60 minutes,

- more than seven tons: maximum 120 minutes.
- 9.2.3.** The loading or unloading time begins with the arrival of the road vehicle at the designated loading or unloading location (for example, by notifying the gate keeper), and ends when the Customer has completed all its duties. However, if the using of a time slot management system has been agreed for the arrival of road vehicles at the loading and unloading location, the loading and unloading time does not begin before the agreed presentation time.
- 9.2.4.** In cases where the contractually agreed loading and unloading time are not maintained, the Customer must pay the Freight Forwarder the agreed demurrage fees, or in the absence of such agreement the commonly accepted demurrage fees, unless the delay was due to reasons within the Freight Forwarder's scope of responsibility.
- 9.3.** The aforementioned provisions apply accordingly
- when the Customer is committed to prepare the goods for loading or to accept them after unloading,
 - in case of transport interruptions beyond the Freight Forwarder's scope of responsibility, in the absence of a deviating agreement, a waiting time of 30 minutes is deemed to be agreed.
- 10. Performance hindrances and force majeure**
- 10.1.** In cases where the Freight Forwarder is unable to take over the goods, or unable to take them over on time, the Freight Forwarder must immediately notify and seek instruction from the Customer.
- 10.2.** Performance hindrances that do not fall within the scope of responsibility of either contracting party, free said parties of their performance duties for the duration of the hindrance and to the extent of its impact. Such performance hindrances include force majeure, civil unrest, war or acts of terrorism, strikes and lock-outs, official measures by authorities, transport route blockades, and any other unforeseeable, unavoidable and serious events, in particular also direct or indirect effects of any pandemics. Performance hindrances also include disruptions, failures or other events on the technical systems of the Freight Forwarder or third parties which hinder or delay the proper performance of the services, insofar as these have not been caused through the fault of the Freight Forwarder or the third parties themselves.
- 10.3.** In case of a performance hindrance, the contracting parties are obliged to notify the other party immediately.
- 11. Delivery**
- 11.1.** In cases where unloading does not begin within the unloading time (Article 9), the Freight Forwarder is entitled to interpret that as a delivery hindrance. In this case, the Freight Forwarder will notify the Customer and request for relevant instructions. The Freight Forwarder is entitled to act on the instructions of the Customer, also in case this entails delivery to a third-party.
- 11.2.** In cases where the Freight Forwarder and Customer have agreed on delivery without the presentation to an actual person (for example, night storage and garage facilities or assembly line deliveries), delivery is deemed to have taken place on the actual physical deposit of the goods at the agreed location.
- 12. Warehousing**
- 12.1.** The Freight Forwarder decides in its sole discretion if warehousing takes place in its own facilities or those of third parties. Whenever warehousing takes place at third party warehouses, the Freight Forwarder must supply timely information regarding its name and location to the Customer in electronic form or, whenever a warehouse warrant has been issued, to make a note of the information on the same in electronic form.
- 12.2.** Customers who inspect or commission an inspection of the warehouse must immediately impose all objections or complaints regarding the storage of the goods or the choice of the warehouse. If the Customer does not make use of his inspection right, he waives the objections regarding the type and nature of storage, if these objections could have been observed during an inspection and if the Freight Forwarder has chosen the warehouse location and accommodation with the due diligence of a prudent Freight Forwarder.
- 12.3.** The Customer inspecting goods or commissioning an inspection must respect the normal business hours of the Freight Forwarder and, on Freight Forwarder's request, must accept an inspection in the company of the Freight Forwarder.
- 12.4.** The Customer who undertakes actions with the goods, such as taking test samples, must agree, on request by the Freight Forwarder, to a joint inspection and determination of the number, weight and characteristics of the goods. If the Customer refuses this request, the Freight Forwarder is not liable for any damages determined later, unless the damages are not connected to the actions undertaken.
- 12.5.** The Customer is liable for all damages to the Freight Forwarder, customers or other third parties caused by him, his employees or representatives entering the warehouse or entering or driving on the warehouse premises, unless the damage was not the fault of the Customer, his employees or representatives.
- 12.6.** Unless otherwise agreed:
- warehousing begins with the unloading of the delivery vehicle and ends with the loading of the receiving vehicle,
 - inventory management is via the Freight Forwarder's inventory accounting, or, at his discretion, by the actual warehouse keeper,
 - there is no physical inventory inspection, unless the Customer requests and declares to bear the costs for such.
- 12.7.** If the Freight Forwarder, after conclusion of the contract, develops reasonable doubts that the value of the goods assures its claims, the Freight Forwarder is entitled to give the Customer a reasonable deadline to either secure the claims of the Freight Forwarder or to seek alternative warehousing arrangements. Should the Customer fail to do so, the Freight Forwarder is entitled to terminate the contract with immediate effect.

13. Quotation and remuneration

- 13.1.** Quotations of the Freight Forwarder and agreements with the Freight Forwarder about prices and services refer exclusively to expressly listed services, goods of standard dimensions and weights as well as an essentially unchanged cargo, order quantity or quantity structure. Quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract.
- 13.2.** Unilateral changes made by the Customer with respect to the scope of the services to be performed, in particular changes in weight or quantity, as well as changes in the nature of the goods, in particular the fact that they are dangerous goods, shall result in the Freight Forwarder not being bound by his original offer. The Customer shall bear all additional costs arising from the changes and shall also be obligated to pay the Freight Forwarder a respective additional remuneration.
- 13.3.** In case of cash on delivery or other collection order being cancelled after shipping has begun, or the consignee does not pay, the Freight Forwarder is still entitled to ask for commission.

14. Expenditures and right of recourse by the Freight Forwarder

- 14.1.** The Freight Forwarder is entitled to ask for refund of expenses properly incurred, in particular those relating to average contributions, detention or demurrage charges, including additional packaging to protect the goods. With regard to the latest applicable detention or demurrage charges and free periods, reference is made to the rates published on the Freight Forwarder's website.
- 14.2.** If the Customer instructs the Freight Forwarder to receive goods and if, on reception of the goods by the Freight Forwarder, pre-storage costs, freight, cash on delivery, customs duties, taxes, or other expenses and charges are incurred, the Freight Forwarder is entitled – but not obliged – to pay them according to the circumstances he has properly assessed, and to claim reimbursement from the Customer. In the absence of any express instruction to the contrary from the Customer, the Freight Forwarder may presume that the costs, etc. claimed on receipt of the goods are justified and that he should make the advance payment.
- 14.3.** The Freight Forwarder's claim for reimbursement of advanced payments or expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts from the date of the advance payment / expense. In addition to the interest-bearing claims for reimbursement of expenses, the Freight Forwarder is entitled to a handling and a capital provision fee in respective agreed amount.
- 14.4.** Upon first request, the Customer must immediately indemnify the Freight Forwarder for expenditures, such as freight, average contributions, customs duties, taxes and other costs, compensations or fees demanded from the Freight Forwarder, in particular acting as a person authorized to dispose or as possessor of goods belonging to third parties, unless the Freight Forwarder is not responsible for their accrual.
- 14.5.** The Customer must also indemnify the Freight Forwarder and its subcontractors from all claims made by third parties, to the extent that these claims can be attributed to the Customer or its subcontractors.
- 14.6.** The Freight Forwarder is entitled to charge to the Customer any unforeseeable and unavoidable special charges, extra costs, fees, premiums, surcharges or other additional charges made by third parties performing the carriage or providing services in connection therewith or otherwise handling the goods, even if the Freight Forwarder performs its services on a fixed cost basis and such cost items are not normally included in the fixed costs.

15. Invoices, foreign currencies

- 15.1.** Invoices of the Freight Forwarder are due immediately and its maturity is not dependent on presenting a delivery receipt. Unless otherwise agreed or stated, the Freight Forwarder's claims for remuneration shall become due immediately after the invoice has been issued and shall bear interests from the due date at the annual rate of 9 percentage points above the refinancing rate set by the European Central Bank for its most recent main refinancing operation conducted before 1 January, or before 1 July of the calendar year under consideration. The due date of claims for reimbursement of expenses and advanced payments shall be determined in accordance with the above provisions. Interest on default shall not accrue if the Customer makes payment immediately and the amount is credited to the Freight Forwarder's account within 3 days of the due date. Discounts shall only be given if expressly agreed.
- 15.2.** From foreign Customers or consignees, the Freight Forwarder is entitled to request either payment in the relevant local currency or in EURO.
- 15.3.** If the Freight Forwarder owes foreign currency or has advanced foreign currency amounts, the Freight Forwarder is entitled to ask for payment in either the relevant foreign currency or in EURO. In the case of EURO, currency conversion shall be made on the day when the booking has been confirmed plus a one-off exchange rate risk surcharge to be agreed individually, which shall amount to not less than 5%.
- 15.4.** Payment according to a credit memo procedure must be expressly agreed. Irrespective of this, all credit memos are to be issued and paid immediately, upon completion of services.

16. Set-off

- 16.1.** In case the Customer has any kind of claim against the Freight Forwarder, the Customer is not entitled to set-off or to suspend the payment of any amounts due to the Freight Forwarder in connection with such claim.
- 16.2.** The Freight Forwarder is entitled, without existence of reciprocity, to set off claims against the Customer with any justified claims against the Freight Forwarder by the Customer or an affiliated company of the Customer, the latter provided the affected company was or is a customer of the Freight Forwarder. For the purpose of this clause, an affiliated company of the Customer is a company in which the Customer holds 50% or more shares (subsidiary), a company which holds 50% or more of the shares in the Customer (parent company), or a company in which the parent company of the Customer holds 50% or more shares (sister company).

17. Security for the Freight Forwarder's claims

- 17.1.** The Freight Forwarder may demand upfront payment for services to be performed, in case there objective reasons to suspect the Customer may not be able or willing to pay, in particular, but not exclusively, if the Customer has not, or not properly, fulfilled due claims for remuneration, reimbursement of expenses or advance payments of the Freight Forwarder, including those arising from previous orders.
- 17.2.** The Freight Forwarder has a right of retention in respect of all goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future against the Customer and/or the owner of the goods, including in respect of all claims which do not relate to those goods.
- 17.3.** The Freight Forwarder has a right of pledge on all goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future against the Customer and/or the owner of the goods.
- 17.4.** At the Freight Forwarder's first request, the Customer shall furnish security for costs paid or to be paid by the Freight Forwarder to third-parties or government authorities and other costs that the Freight Forwarder incurs or anticipates incurring, on behalf of the Customer, including freight, port costs, duties, taxes, levies and premiums.

18. Insurance of goods

- 18.1.** The Freight Forwarder is not obliged to arrange the insurance of the goods (c.f. goods in transit or warehousing insurance), unless this was explicitly agreed between the parties. If relevant, the Freight Forwarder will arrange insurance with an insurer of its choice. If, due to the nature of the goods to be insured, or for another reason, the Freight Forwarder is unable to purchase insurance, the Freight Forwarder will notify the Customer immediately.
- 18.2.** In the absence of explicit agreement, the Freight Forwarder is entitled, but not obliged, to arrange insurance for the goods, if this is in the interests of the Customer. The Freight Forwarder can assume that insurance is in the interests of the Customer, in particular when:
- the Freight Forwarder has arranged insurance for a previous Freight Forwarding Contract for the same Customer,
 - the Customer has declared a value of the goods for the purpose of insurance.
- 18.3.** The assumption that insurance is in the interest of the Customer can be discounted, in particular if:
- the Customer has prohibited such action in writing,
 - the Customer is a Freight Forwarder, carrier or warehouse keeper.
- 18.4.** The Freight Forwarder must assess the type and scope of insurance in its sole discretion and purchase insurance cover at the usual market rates, unless instructed otherwise in text form by the Customer stating the amount insured and risks to be covered.
- 18.5.** In case of Freight Forwarder purchases an insurance for the benefit of the Customer, recovers a claim or acts otherwise on behalf of the Customer regarding carrying out insurance claims or averages, the Freight Forwarder is entitled to a reasonable remuneration as agreed upon when concluding the contract and in the absence of a prior agreement according to local standards, otherwise, an appropriate remuneration, in addition to the compensation of its expenses.

19. Liability

- 19.1.** All Services shall be at the Customer's expense and risk.
- 19.2.** The Freight Forwarder shall not be liable for any damage whatsoever, unless the Customer can prove that the damage has been caused by fault or negligence on the part of the Freight Forwarder or the latter's employees.
- 19.3.** The Freight Forwarder's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the goods in the Agreement, the liability shall be limited to 4 SDR per kilogram of damaged or devalued goods or lost gross weight.
- 19.4.** The loss to be indemnified by the Freight Forwarder shall never exceed the invoice value of the Goods, to be proved by the Customer, in default whereof the market value, to be proved by the Customer, at the time when the damage occurred, shall apply.
- 19.5.** The Freight Forwarder shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.
- 19.6.** If during the execution of the Agreement damage occurs for which the Freight Forwarder is not liable, the Freight Forwarder shall make efforts to recover the Customer's damage from the party that is liable for the damage. The Freight Forwarder shall be entitled to charge to the Customer

the costs incidental thereto. If so requested, the Freight Forwarder shall waive in the Customer's favour its claims against third-parties whose services it engaged for the purpose of executing the Agreement.

- 19.7.** The Customer shall be liable vis-a-vis the Freight Forwarder for any damage - including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights – suffered directly or indirectly by the Freight Forwarder as a result of (amongst other things) the non-compliance by the Customer of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident that is within the control of the Customer, as well as a result of the fault or negligence in general of the Customer and/or its employees and/or third-parties whose services the Customer engages and/or third-parties that work on behalf of the Customer.
- 19.8.** The Customer shall indemnify the Freight Forwarder at all times against third-party claims, including employees of both the Freight Forwarder and the Customer, connected with or ensuing from the damage referred to in the previous paragraph.
- 19.9** Even where all-in or fixed rates, as the case may be, have been agreed, the Freight Forwarder that is not a carrier but always a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the Dutch Civil Code, shall be liable, whereby the liability is governed by these Conditions.
- 19.10.** If a claim is made against the Freight Forwarder by the Customer outside of the Agreement in respect of the damage that occurs during the execution of the Services, then the Freight Forwarder's liability shall be limited to the liability under the Agreement.
- 19.11.** If to defend its liability for conduct of a Third Party or employee the Freight Forwarder derives a defence from the Agreement vis-a-vis the Customer, then such third-party or employee, if held liable by the Customer for this conduct, can invoke such defence as if the third-party or employee were also party to the Agreement.
- 19.12.** In the event a Freight Forwarder is held liable outside of the Agreement with regard to damage to or loss of a good or delay in delivery by someone who is not party to the Agreement or a transport agreement entered into by or on behalf of the Freight Forwarder, then the Freight Forwarder has no further liability than it would have under the Agreement.
- 20. Liability limitations for warehousing, inventories**
- 20.1.** The present Article applies, where necessary in derogation of Article 19, only to agreed warehousing services.
- 20.2.** The liability of the Freight Forwarder for loss or damage to goods while in its custody is limited to:
- 20.2.1.** 2 SDR for every kg lost or damaged goods, with a maximum of 25,000 Euros per occurrence or series of occurrences with one and the same root cause of damage; and
- 20.2.2.** 50,000 Euros per year in cases where the damage claimed by the Customer is based on a difference between calculated stock and actual stock of the inventory, irrespective of the amount and type of inventory taking and the amount of damage cases causing the difference in inventory.
- 20.3.** The Liability of the Freight Forwarder for other damages than for loss or damage to goods while in its custody, excluding damages for personal injury, is limited to
- 20.3.1.** 25,000 Euros per occurrence or series of occurrences with one and the same root cause of damage; or
- 20.3.2.** in so far as it relates to damages caused by a delay of any kind whatsoever, to 10 times the amount due for the storage of the goods for the period of delay.
- 20.4.** Freight Forwarder shall never be liable for lost profits, consequential damages and immaterial damages.
- 21. Qualified fault**
The exclusions and limitations stipulated in these GTC do not apply when the damage has been caused by intent or gross negligence of the Freight Forwarder personally.
- 22. Liability insurance of the Freight Forwarder**
- 22.1.** The Freight Forwarder is obliged to purchase and maintain liability insurance with an insurer of his choice that, as a minimum, covers the ordinary liability amounts of its freight forwarding liability according to the GTC and statutory provisions.
- 22.2.** The agreement of maximum insurance amounts per damage case, damage event and year is permitted as well as the agreement of reasonable deductibles for the Freight Forwarder.
- 22.3.** Upon request, the Freight Forwarder is obliged to provide evidence of the liability insurance and its validity. The presentation of an insurance confirmation in electronic form, especially on the online platform provided by the Freight Forwarder, is sufficient.
- 23. Confidentiality, Compliance**
- 23.1.** Contractual parties are obliged to maintain confidentiality regarding all unpublished information marked as confidential and received during the execution of the freight forwarding contract. Information can only be used for the exclusive purpose of contract fulfilment. Information in the public domain or objectively not requiring secrecy for the other contracting party is excluded.
- 23.2.** Both contracting parties commit to carrying out their contractual duties and to act according to the legal regulations covering their business and to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights, and the

Declaration of the International Labour Organization regarding the 1998 Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and customs. In particular, both parties will commit to:

- 23.2.1.** no child or forced labour.
- 23.2.2.** comply to the relevant national laws and regulations regarding working hours, wages, salaries and, in particular, pay the statutory minimum wage, and to comply with any other obligations for employers.
- 23.2.3.** to comply to the current regulations on health and safety at work, and to provide a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness.
- 23.2.4.** prohibit all discrimination based on race, religion, disability, age, sexual orientation or sex.
- 23.2.5.** comply to international standards on corruption, such as those published in UNGC and to adhere to local anticorruption and bribery laws.
- 23.2.6.** adhere to all current environmental protection laws and regulations.
- 23.2.7.** engage its business partners and subcontractors according to the aforementioned principles.
- 23.3.** The parties agree that the import, export and re-export of goods and/or the provision of related services may be subject to laws and other regulations validly adopted by competent authorities (hereinafter referred to as "Export Control Regulations"), in particular EU and UN export control directives and regulations. Each party represents and warrants that in the performance of its obligations under the contract, it complies and will continue to comply with all export control regulations applicable to it, including anti-boycott provisions, sanctions requirements and sanctions list screening in the context of import, export, customs clearance and domestic transactions. The Customer is responsible for determining whether the goods are subject to export control regulations and for obtaining all necessary licenses, approvals, permits and / or exemptions therefrom. The Customer will provide the Freight Forwarder with all relevant information that the Freight Forwarder may reasonably request in order to check compliance with export control regulations before providing the services owed. The Customer will indemnify the Freight Forwarder against any damage arising from any breach of the aforementioned warranties and obligations.

24. Processing of data and data protection; Credit agencies

- 24.1.** The processing of data and data protection are subject to the privacy policy published on the Freight Forwarder's website.
- 24.2.** For the purpose of deciding on the conclusion, execution, continuation or termination of the contract, the Freight Forwarder shall be entitled, within the scope of what is legally permissible, to check the risk of non-payment. For this purpose, the Freight Forwarder may use the services of credit agencies.

25. Termination of orders

- 25.1.** In addition to the Freight Forwarder's other rights, the Freight Forwarder is entitled to terminate the contract without notice for good cause. Good cause is deemed to exist if:
 - 25.1.1.** the Customer is in default with two or more of the Freight Forwarder's due claims and the default continues for more than one week after receipt of a further request for payment and in which the Freight Forwarder has threatened or reserved the right to terminate the contract;
 - 25.1.2.** the Freight Forwarder cannot reasonably be expected to continue the contract for any other reason concerning the other contracting party, taking into account the circumstances of the individual case and the interests of both parties, in particular if circumstances concerning the other contracting party lead to the expectation that this party will be permanently unable to fulfil its obligations under this contract,
 - 25.1.3.** the Customer has been in default with more than three or more of the Freight Forwarder's claims due within a period of 2 months, or
 - 25.1.4.** any other cause due to which the Freight Forwarder cannot reasonably be held to perform the contract any further, e.g. when the Customer does not provide the Freight Forwarder with the information and documents provided for under Article 5.2 and/or 23.3 and/or is in breach of Article 23.3.

26. Place of fulfilment, Jurisdiction and Applicable law

- 26.1.** The legal relationship between the Freight Forwarder and Customer is governed exclusively by Dutch law.
- 26.2.** The place of fulfilment for all involved parties is Rotterdam, the Netherlands.
- 26.3.** All disputes arising out of or in connection with any legal relationship to which these GTC apply, are subject to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands.