

GENERAL TERMS AND CONDITIONS OF CHAIN LOGISTICS

Article 1 General

- 1.1 These general terms and conditions (hereinafter "General Terms and Conditions") apply to all agreements between Chain Logistics B.V., with its registered office in Uden (hereinafter referred to as "Chain Logistics") on the one hand, and its client (hereinafter referred to as the "Client") on the other hand, as well as to all activities conducted, offers made and actions performed by Chain Logistics where Chain Logistics undertakes to transport goods or arrange transport of goods, distribute goods, provide mediation or store goods. If an agreement has been concluded once under the applicability of these General Terms and Conditions, these terms and conditions shall also apply in full to subsequent transactions.
- 1.2 Deviations from these General Terms and Conditions or a part thereof may only be agreed in writing, approved and signed by an authorised representative of Chain Logistics.
- 1.3 The applicability of any conflicting terms and conditions and/or rules of the Client is expressly rejected.
- 1.4 By merely accepting the offer made by Chain Logistics or by starting the performance of its services and activities, the Client accepts these General Terms and Conditions.
- 1.5 If one or more provisions of these General Terms and Conditions lose their validity for any reason, this shall not affect the validity of all other provisions.
- 1.6 In the event of a textual difference in meaning between the different language versions of these Terms and Conditions, the Dutch text is binding.
- 1.7 These General Terms and Conditions can be found and read on the website of Chain Logistics, www.chain-logistics.nl, and will be sent free of charge upon request.

Article 2 Applicable regulations

- 2.1 Unless agreed otherwise in writing, Chain Logistics' activities are performed solely in the capacity of forwarding agent. The latest version of the FENEX Dutch Forwarding Conditions, filed by FENEX with the court registries of the Amsterdam and Rotterdam District Courts, excluding the arbitration clause, applies to all forwarding activities performed by Chain Logistics. Any dispute will be submitted to the competent court in the Oost-Brabant district.
- 2.2 In the situation where Chain Logistics undertakes to transport goods by road/water/air/rail, the relationship between the parties will be subject to the (mandatory) conventions, statutes and regulations as well as the provisions of the transport documents, with due observance of these General Terms and Conditions. Transport documents refer to the transport document issued by the logistics service provider or its auxiliary or signed by one of these in the capacity of consignor.
- 2.3 The General Transport Conditions (AVC 2002), filed with the court registries of the Amsterdam and Rotterdam District Courts, excluding the provision regarding the competent court, apply in the case of road transport in the Netherlands. Any dispute will be submitted to the competent court in the Oost-Brabant district.
- 2.4 If the CMR convention applies, the General Transport Conditions (AVC 2002) apply additionally. To the extent that the aforementioned conventions, laws, statutes and provisions do not regulate liabilities, the latest version of the FENEX Dutch Forwarding Conditions as in force at the time of concluding the agreement, excluding the arbitration clause, applies in addition. Any dispute will be submitted to the competent court in the Oost-Brabant district.
- 2.5 In the case of physical distribution, the Physical Distribution Conditions, excluding the arbitration clause, apply in addition to these General Terms and Conditions. Any dispute will be submitted to the competent court in the Oost-Brabant district.
- 2.6 In the case of storage, the General Storage Conditions, excluding the arbitration clause, apply in addition to these General Terms and Conditions. Any dispute will be submitted to the competent court in the Oost-Brabant district.
- 2.7 The FENEX Dutch Forwarding Conditions, the General Transport Conditions (AVC 2002), the Physical Distribution Conditions and the General Storage Conditions will be provided free of charge to the Client upon request, before or at the latest when the agreement is formed. In addition, the FENEX Dutch Forwarding Conditions, the General Transport Conditions (AVC 2002), the Physical Distribution Conditions and the General Storage Conditions can all be read and downloaded on the Chain Logistics website, www.chain-logistics.nl. The FENEX Dutch Forwarding Conditions can also be consulted and downloaded at <https://www.fenex.nl/fenex-voorwaarden> under the heading "Dutch Forwarding Conditions", the General Transport Conditions (AVC 2002) at <https://www.sva.nl/algemeen-voorwaarden>, the General Storage Conditions at <https://www.sva.nl/themas/deelmarkt-voorwaarden/opslag>, and the Physical Distribution Conditions at <https://www.sva.nl/themas/deelmarkt-voorwaarden/physical-distribution-pd>.

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Article 3 Conflicting interests

- 3.1 Insofar as any provision of the aforementioned general industry conditions and/or terms conflicts with a provision of these General Terms and Conditions, the provision of these General Terms and Conditions shall prevail.

Article 4 Agreement

- 4.1 All offers from Chain Logistics are without obligation, unless their irrevocability has explicitly been recorded in writing. Offers can be revoked until an agreement has been formed. Chain Logistics reserves the right to refuse an order.
- 4.2 Agreements are not formed until they have been accepted by Chain Logistics in writing or as soon as Chain Logistics has started executing the order placed by the Client.
- 4.3 Any additional agreements or changes made at a later time, as well as commitments, are only binding on Chain Logistics if they have been confirmed by Chain Logistics in writing.
- 4.4 Air/sea shipments are only accepted after approval by the Airline/Shipping company and are always collected subject to acceptance.

Article 5 Standard dimensions

- 5.1 Chain Logistics applies the following standard dimensions:
 - Europallet (80 x 120 cm)
 - Block pallet (100 x 120 cm)
 - Loading height of Combo: 1.10 metres, Van: 1.75 metres, and Box Van: 2.2 metres
 - Weight of Combo: 500 kg, Van: up to 1600 kg, and Box Van: up to 1000 kg
 - Pallets per means of transport: Combo: 1 europallet or block pallet, Van: 4 europallets or 3 block pallets, Box Van: 8 europallets or 4 block pallets.

Article 6 Rates

- 6.1 Unless stated otherwise, rates quoted by Chain Logistics are exclusive of VAT and are valid for the offered period only.
- 6.2 Rates quoted by Chain Logistics are exclusive of any additional costs, such as (but not limited to): tolls, costs of overnight accommodation, customs fees, and import/export duties.
- 6.3 All rates offered by Chain Logistics are based on Uden as the base location, unless stated otherwise.
- 6.4 The diesel surcharge will follow the diesel price recommended by TLN (Transport and Logistics Netherlands), with the average of the previous month as a benchmark.
- 6.5 The maximum loading and unloading time per address is fifteen minutes. If these times are exceeded, Chain Logistics will charge the Client an hourly rate as set out in its rates.
- 6.6 Loading and/or unloading appointments (at a certain hour or time) made by the Client may increase the rate by a surcharge. The amount of this surcharge depends on the extra performance to be delivered by Chain Logistics.
- 6.7 The rates used by Chain Logistics are valid until the end of the calendar year. From 1 January of the new calendar year, the new rates proposed by Chain Logistics apply. If no agreement is reached in this regard, both Chain Logistics and the Client are entitled to terminate the agreement with due observance of a notice period of 30 (thirty) days.
- 6.8 Chain Logistics is entitled to adjust its rates in the event of changes in one or more elements that determine the price and occur beyond Chain Logistics' control, such as (but not limited to): changes in current laws and regulations, and market and specific conditions. Market and specific conditions include (but are not limited to): unforeseen surcharges, supply quotas, transport index, acceptance criteria, availability criteria, pre-treatments, increases in the rates of final processing, government levies, road tax, increase in diesel price, toll charges and environmental levies. Chain Logistics will inform Clients about this in a timely manner. If no agreement is reached in this regard, both Chain Logistics and the Client are entitled to terminate the agreement with due observance of a notice period of 30 (thirty) days. The cost-determining factors that affect the price will be checked on the first working day of each month. The percentage and duration of the surcharge will then be determined and communicated to the Client.
- 6.9 The Client is liable for all costs, including freight, duties, etc. The Client is also liable for all government levies that must be paid in the country of import, such as (but not limited to):

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VAT, import duties, and variable duties. If Chain Logistics is entitled to charge these costs to the party that is responsible for them according to the delivery conditions, this does not alter the fact that the Client remains jointly and severally liable to Chain Logistics, regardless of whether or not the transport document has been transferred. The Client shall defend, indemnify and hold Chain Logistics harmless against costs of any kind arising from a breach of these provisions or applicable legislation.

- 6.10 The Client is liable for the costs resulting from non-payment of import duties, excise duties, and VAT or other levies. The Client is obliged to compensate Chain Logistics for damage resulting from the non-(timely) clearance of documents, for any reason whatsoever.

Article 7 Transport conditions

- 7.1 The agreed loading and unloading address must be accessible by the required means of transport.
- 7.2 The Client is also responsible for the correct and complete provision of all relevant information, such as delivery address, volume, (customs) instructions and requirements. If incomplete or incorrect information is provided, all costs resulting from this will also be charged to the Client.
- 7.3 Chain Logistics reserves the right to stop the transport of a shipment at any time after acceptance if the shipment may cause damage or delay to other shipments, equipment or personnel. Chain Logistics may also refuse the service or parts thereof when this service is prohibited under any law or regulation. This includes, but is not limited to, American law, European Union law or national regulations, including but not limited to anti-terrorism laws and regulations and embargoes. Chain Logistics is entitled to cancel the service wholly or partially at any time at its own discretion without this giving rise to payment of any kind of compensation to the Client. Any costs that may arise from this will be charged on by Chain Logistics to the Client.
- 7.4 Chain Logistics does not transport items that could be dangerous to people or animals or means of transport, or that could otherwise affect or damage other items transported by Chain Logistics, or whose transport, export or import is prohibited in the relevant country under applicable law. Nor does Chain Logistics transport live animals, money or negotiable documents (such as cheques, bills of exchange, bearer securities), personal effects, unminted coins, corpses, organs or body parts, tobacco products, excise goods, stamps, precious stones, precious metals, certificates, jewellery, gemstones, antiques, works of art, firearms, weapons, ammunition or other items of exceptional (and high) value, unless explicitly agreed otherwise in writing. If the shipment of such items has not been agreed explicitly, Chain Logistics excludes any liability for these shipments, regardless of how they were accepted.
- 7.5 If the Client has special wishes or instructions regarding, for example, the delivery date/time and/or import clearance, these must be made known to Chain Logistics before the transport is executed.
- 7.6 Chain Logistics aims for paperless distribution. If the Client wishes to send papers, these must be attached by the Client to the shipment in a clearly visible place using document bags/adhesive bags. Delivery receipts with signature for receipt will only be sent upon request. Costs will be charged for sending delivery receipts on a structural basis.

Article 8 Hazardous substances

- 8.1 The shipper/sender/provider of hazardous substances is always responsible for the correct labelling, packaging, transport documents, sender's declaration, documentation and hazard card. All of these must be in the prescribed languages. This applies to both road transport and multimodal routes.
- 8.2 Depending on the chosen route/destination, a hazard surcharge will be applied to the transport costs.
- 8.3 Transit times for the transport of ADR goods are never guaranteed. If there is any doubt about the packaging, labelling or other documentation, Chain Logistics' safety advisor is always authorised to decide not to load a shipment for further investigation. Additional checks en route may also cause delays.
- 8.4 All shipments destined for or coming from countries listed on the EU sanctions list ('Consolidated list of sanctions') may be refused. Goods classified according to applicable laws such as GHS, EU CLP, ADR, ADN, RID, IMDG, IATA-DGR,

Nuclear Energy Act and similar regulations can only be offered by the sender if shipping thereof is permitted according to ADR/ADN/RID/IMDG, IATA-DGR or comparable regulations. The Client is responsible for providing Chain Logistics with all necessary information regarding these goods, such as correct labels, transport documentation and, if applicable, the multimodal transport of dangerous goods form.

- 8.5 The Client is obliged to inform Chain Logistics about the UN number, the official transport name supplemented with the technical name when required, the (hazard) class, the packaging group if assigned, the number and description of the packages. In certain cases, additional information or documentation may be requested, for example in the form of a safety data sheet. In such cases, the Client is obliged to provide this information or documentation immediately on request. Due to local legislation, this information is also required for limited quantities (Limited Quantity or LQ) when shipped via an international hub. All costs and liabilities resulting from non-compliance with obligations and responsibilities under the law are borne by the Client.
- 8.6 The additional costs for the transport of goods transported under ADR/ADN/RID/IMDG, IATA-DGR or similar regulations depend on the country of destination and the classification and will be disclosed upon request. The additional costs also apply to limited quantities. These goods may only be offered if they have been packed in approved packaging, provided with the correct markings and labelling.

Article 9 Undeliverable shipments

- 9.1 If the shipment cannot be delivered because no one is found at the delivery address, the shipment will be returned to the depot or delivered to the nearest neighbours. The addressee will be informed about the delivery via a notification left at the delivery address. This notification also contains the options for a second delivery and/or collection of the shipment. If the addressee does not respond within 5 (five) days after the first delivery, the sender will be contacted. The same applies to incorrectly addressed shipments. In the aforementioned cases, the sender is not entitled to a refund of the shipping costs paid.

Article 10 Refused shipments

- 10.1 If a shipment is refused by the addressee, the sender will also be contacted. The sender is not entitled to a refund of the shipping costs paid.

Article 11 Packaging

- 11.1 The Client must ensure proper packaging as well as clear labelling of the goods. The goods must be offered in a packaging that is suitable for transport. Each package must be clearly marked with details about the product, the full addresses of the addressee and sender, symbols indicating how the packages should be handled, etc. Specifically for sea freight shipments, the name of the unloading port must also be marked on the goods. Any old information must be removed or rendered illegible. The Client remains liable for any damage resulting from the lack of packaging suitable for transport. Costs and/or complaints resulting from incorrect or incomplete information are the responsibility of the sender.
- 11.2 For land transport, packaging suitable for transport means packaging suitable for road transport, preferably palletised, and without protruding goods.
- 11.3 For sea transport, packaging suitable for transport means goods that have been packed in a seaworthy manner and with packaging material that complies with ISPM-15 standards (fumigation). Fumigation is not included in the rates. Any additional costs for this are to be paid by the Client.
- 11.4 For air transport, packaging suitable for transport means goods that are packed in an airworthy manner, in closed packaging, free from manipulation.

Article 12 Payment terms

- 12.1 Unless agreed otherwise, the Client will receive the invoice by email sent to the email address known to Chain Logistics.
- 12.2 A payment term of 30 (thirty) days after the invoice date applies. If an invoice is not paid within 30 (thirty) days, the Client will be in default without any reminder or notice of default being required. At that moment, all Chain Logistics' outstanding invoices become immediately and fully due and payable by the Client.
- 12.3 Chain Logistics may require advance payment or other securities.

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- 12.4 The Client is not permitted to suspend payments of the invoices. Furthermore, all payments must be made without any deduction or setoff.
- 12.5 In the case of late payment, the Client will owe a default interest of 1.5% per month on the total outstanding invoice amount.
- 12.6 If Chain Logistics is forced to hand over its claim for collection due to the Client's default, all associated costs, such as administrative costs, judicial and extrajudicial costs, including the costs for a bankruptcy application, will be borne by the Client. The extrajudicial collection costs amount to at least 15% of the unpaid amount, with an absolute minimum of €500.00.
- 12.7 Payments made by the Client always serve to settle all interest and costs owed and subsequently the longest outstanding invoices, regardless of the purposes they are given by the Client.
- 12.8 If the Client fails to comply with any agreement with Chain Logistics or if Chain Logistics otherwise has reasonable doubts about the Client's payment capacity, Chain Logistics is authorised to freeze the services and exercise its right of retention until the Client has provided (additional) security for the claims and payment of all invoices outstanding at that time. The Client is obliged to provide security immediately on request.
- 12.9 If the Client does not hold an Article 23 permit (permit for import with VAT deferment), Chain Logistics may demand immediate payment (cash on delivery).

Article 13 **Complaints/claims**

- 13.1 Any and all complaints or claims must be reported to Chain Logistics by the Client in writing, with adequate justification and within the applicable legal deadlines or, if such deadlines have not been established, within 7 (seven) days from the moment the goods have been delivered or should have been delivered. After this period, all liability towards Chain Logistics lapses. A complaint/claim will never be processed as long as all transport costs have not been paid. The Client may not deduct amounts from the transport or other costs owed to Chain Logistics.
- 13.2 The Client must report any errors in the invoice to Chain Logistics within 5 (five) working days after the invoice date. Failing this, the invoice is deemed correct.

Article 14 **Liability**

- 14.1 The liability of Chain Logistics is limited. As a result of this limited liability, Chain Logistics is not (always) liable for a claim and is often not liable for the full value of the shipment. For full coverage of the value of the goods during transport, it is therefore advisable to insure the goods against transport risks. This insurance is not automatically included and is not automatically taken out. If the Client has further questions about this, Chain Logistics may be contacted.
- 14.2 The Client is aware that the items of the Client and/or third parties, which are with Chain Logistics in connection with the agreement between the parties, are not insured by Chain Logistics unless the parties have expressly agreed otherwise in writing. The Client indemnifies Chain Logistics against any third-party liability in the event of damage to or loss of those items.
- 14.3 Chain Logistics is in no case liable for indirect and consequential damage. Indirect and consequential damage includes, but is not limited to, economic damage, lost profit or income, missed savings, loss of market or goodwill, damage due to business interruption, labour costs, interest costs, repair costs, fines, or damage resulting from third-party liability.
- 14.4 Liability for damage is expressly limited to the amount paid out by the insurance in the relevant case, plus Chain Logistics' excess. If, for whatever reason, no payment is made under the insurance, liability for damage is expressly limited to the invoice value of the transport order for which the damage has been established.
- 14.5 If the Client's failure to comply with its contractual or legal obligations results in Chain Logistics being held liable by third parties, the Client undertakes to indemnify Chain Logistics against all consequences of this liability.

Article 15 **Mandatory law**

- 15.1 If any provision of these General Terms and Conditions or any provision referred to herein conflicts with a provision contained in treaties, applicable laws, government regulations, orders or requirements that cannot be deviated from by agreement between the parties, this provision is void.

The nullity of the relevant provision does not affect the validity of the other provisions.

Article 16 **Disputes and applicable law**

- 16.1 Dutch law applies to the agreements between the parties. All disputes related to and/or arising from this agreement will be settled by the court in the Oost-Brabant district, unless Dutch mandatory legal provisions dictate otherwise or Chain Logistics brings the dispute before another court that is competent according to the rules of jurisdiction.