

# GENERAL TERMS AND CONDITIONS

## Vabix Expeditie/Vabix Shipping/Vabix Documents Services

### CLAUSE 1 GENERAL

- (1) These General Terms and Conditions (hereafter: "**GTC**") are used by Vabix Shipping B.V., Vabix Trading B.V., Vabix Documents Services B.V., Vabix Expeditie B.V. their parent companies, affiliates and subsidiaries (hereafter: "**Vabix**").
- (2) The GTC apply to all quotations, offers, confirmations, deliveries, agreements, the performance of work as well as to any and all other factual acts, legal acts and legal relationships in connection with or arising out of services supplied or to be supplied by Vabix at the instructions of any party (hereafter: "the **Customer**").
- (3) To the extent that the GTC apply to any agreement, they shall continue to apply without exception to any and all services supplied or to be supplied by Vabix and to future agreements concluded between Vabix and the Customer.
- (4) If Vabix does not invoke any of the provisions of the GTC in one occasion, such shall not constitute a waiver by Vabix of its right to invoke the provisions of the GTC in other or similar occasions.
- (5) The GTC supersede all previous written, oral or tacit agreements between Vabix and the Customer.
- (6) The applicability of any of Customer's general terms and conditions whatsoever is explicitly rejected.

### CLAUSE 2 FORMATION OF AGREEMENTS

- (1) All quotations and offers made by Vabix, both verbally and in writing, are non-binding and can be revoked by Vabix at all times.
- (2) Changes or supplements to the GTC and/or the agreement only bind Vabix after written confirmation by an authorised representative of Vabix and only relate to the agreement concerned.

### CLAUSE 3 PERFORMANCE OF SERVICES

- (1) Vabix is, without having to inform Customer in advance, at liberty to engage third parties for the performance of any of its obligations vis-à-vis the Customer.
- (2) Receipt and delivery times and dates indicated by Vabix are, unless otherwise agreed upon in writing, estimates and for information purposes only. Vabix is under no circumstances responsible and/or liable for any damages, costs and/or claims incurred as a result of any delay and/or exceeding of free time whatsoever, including, without limitation, demurrage, detention and quay rent.

- (3) Unless otherwise agreed upon in writing, it is understood that Vabix will perform its services on a non-exclusive basis, so that Vabix shall remain free to engage with other parties with respect to the same or similar services as offered to Customer.

### CLAUSE 4 VABIX ACTS AS FREIGHT FORWARDER, NOT AS CARRIER

- (1) When services entail transportation of goods, Vabix shall in any and all cases perform the services by arranging transportation in the capacity of freight forwarder (*expéditeur*) (hereafter: "**Freight Forwarding Services**"), irrespective of the wording used on other documents or instructions. Vabix shall never act as carrier (*vervoerder*).

### CLAUSE 5 PRICING AND PAYMENT

- (1) Prices put forward by Vabix shall, unless explicitly stated otherwise, at all times be exclusive of VAT or any other applicable tax, levy or duty imposed with respect to the goods and/or the performance of services.
- (2) Vabix is entitled to charge the Customer for any and all taxes, fines, levies and/or duties imposed with respect to the performance of services, including increases thereof.
- (3) Any amounts due pursuant to services supplied by Vabix shall be paid by the Customer within 14 days of the date of Vabix invoice or as per agreed term mentioned on the signed quotation.
- (4) The risk of exchange rate fluctuations shall be borne by the Customer.

### CLAUSE 6 STORAGE

- (1) When services entail storage of goods (hereafter: "**Storage**"), Customer shall represent that all goods offered for Storage are properly packaged and in good, undamaged condition.
- (2) Customer represents and warrants that the instructions for Storage reflect any and all measures to be taken by Vabix to ensure proper Storage of the goods.
- (3) Vabix has the right, but not the obligation, to inspect goods for their condition and quantity prior to and during Storage. Inspections performed by Vabix shall be accepted by Parties as final and binding. If, at Vabix's sole opinion, goods are in a defective, damaged or deteriorated state, could potentially cause harm or damage to persons, property and/or the environment or could be in breach of any laws, statutes, rules, regulations, standards or requirements, Vabix shall, as the case may be, have the right to refuse to receive such goods or to remove such goods from the storage facility at Customer's risk and expense.

## CLAUSE 7 CONSEQUENTIAL LOSS

- (1) Vabix shall never be liable for any indirect or consequential losses and/or damages whatsoever, including, without limitation, loss of production, business interruption, loss of profit, loss of time or any other indirect or consequential loss.

## CLAUSE 8 APPLICABILITY OF SECTORAL TERMS

- (1) Depending on the nature of the services, the following sectoral terms and conditions shall apply, with the exclusion of the jurisdiction clause and/or arbitration clause included in such sector terms and conditions:
  - (a) Services that entail Freight Forwarding Services, customs activities and/or fiscal representation shall be governed by the Dutch Forwarding Conditions of the FENEX of 1 May 2018 as lodged by FENEX with the Clerks of the District Courts of Amsterdam under number 23/2018 and Rotterdam under number 16/2018 (*Nederlandse Expeditievoorwaarden*), with the exclusion of art. 23 (arbitration).
  - (b) Services that entail Storage shall be governed by the Dutch Warehousing Conditions deposited by the FENEX, Netherlands Association for Forwarding and Logistics, at the Registry of the District Court at Rotterdam on 15 November 1995 (*Nederlandse Opslagvoorwaarden*), with the exclusion of art. 4 (disputes).
- (2) In the event of any difference, deviation, ambiguity, inconsistency or other conflict between the principal text of the GTC and the sectoral terms and conditions declared applicable in Clause 8.1, the principal text of the GTC shall prevail.

## CLAUSE 9 VALUE ADDED LOGISTICS

- (1) When the services entail value added logistics, including, without limitation, picking, packing, in- and outbound handling, labelling, quality control, assembly and stock management ("**Value Added Logistics**"), Vabix shall not be liable for any damages, losses, expenses, levies, taxes and/or fines arising out of or in connection with the performance of Value Added Logistics whatsoever, unless caused by the fault or negligence of Vabix itself.
- (2) Vabix's liability for any and all claims arising out of or in connection with Value Added Logistics, shall at all times be limited to EUR 10,000.00 (*ten thousand euros*) per event or series of events with one and the same root cause.

## CLAUSE 10 MISCELLANEOUS CLAIMS

- (1) Vabix shall not be liable for any damages, losses, expenses, levies, breaches of contract, taxes and/or fines falling outside the scope of Clauses 8 up to and including 9, unless caused by the fault or negligence of Vabix itself ("**Miscellaneous Claims**").
- (2) Vabix's liability for Miscellaneous Claims shall at all times be limited to EUR 10,000.00 (*ten thousand euros*) per event or series of events with one and the same root cause.

## CLAUSE 11 PRODUCT SAFETY

- (1) The Customer guarantees that at all times, a manufacturer, importer or authorised representative within the meaning of EU Regulation 2019/1020 and/or Regulation EU 2023/988 is established within in the European Union ("**Economic Operator**") with respect to any and all goods entrusted to Vabix.
- (2) Customer shall immediately notify Vabix of the Economic Operator, including any changes hereof. The notification shall at least include the Economic Operator's statutory name, its registered trade name(s) and registered trademarks, its postal address, email address, and phone number(s).
- (3) Vabix does not qualify as an Economic Operator and is not in any way responsible for the obligations set out in Regulation EU 2019/1020 and/or Regulation EU 2023/988. However, if Vabix - for whatever reason - is designated as an Economic Operator by any public authority, Customer represents that it will fully cooperate with Vabix and provide all information and documents to fulfil the obligations set out in the aforementioned Regulations. Furthermore, Customer represents that such information and documentation is, correct, valid, complete, authentic and not misleading in any respect.
- (4) In case of breach of any of the obligations laid down in this Clause 11 and/or when Vabix is designated as an Economic Operator by any public authority, Customer will reimburse Vabix for all damages, losses and costs and will in addition indemnify the Vabix from and against all damages, losses and costs that Vabix incurs or will incur directly or indirectly as a result.

## CLAUSE 12 CUSTOMER'S LIABILITY

- (1) The Customer shall be liable for any and all losses and/or damages incurred by Vabix (including, without limitation, material and immaterial damages, consequential damages, fines, interest, and penalties) arising out of or resulting from any breach of any obligation of whatsoever nature by the Customer.
- (2) The Customer shall indemnify and hold Vabix harmless from and against any and all claims of third parties in connection with or arising out of performance of services and/or the agreement, including,

without limitation, claims from employees and auxiliaries of both Vabix and the Customer.

#### **CLAUSE 13 CUSTOMER'S RIGHTS AND OBLIGATIONS**

- (1) The Customer represents and warrants that it complies and will comply with all laws, statutes, rules, regulations, standards and requirements applicable to or ensuing from the supplied goods and/or services and/or the agreement, including, without limitation, those relating to environmental protection, working conditions, anti-discrimination, payment of wages, minimum age of employment, anti-bribery, data protection and privacy.
- (2) The Customer is not entitled to, and is not allowed to, assign, sell or transfer any of its rights, interests or obligations to third parties.

#### **CLAUSE 14 DANGEROUS GOODS**

- (1) Customer represents and warrants that, unless otherwise agreed upon in writing, any instructions given to Vabix do not pertain to goods that are considered hazardous or dangerous as meant in the ADR (*The European Agreement concerning the International Carriage of Dangerous Goods by Road*) or comparable legislation, nor regulated goods to which special regulations for transport, storage and/or handling apply ("**Dangerous Goods**").
- (2) When Vabix agrees to perform services with respect to Dangerous Goods, Customer shall provide a full and accurate description of the Dangerous Goods in writing, as well as provide Vabix with a Material Safety Data Sheet ("**MSDS**") marked, where applicable, with the UN Number of the Dangerous Goods.
- (3) New information regarding Dangerous Goods, including, but not limited to updates to the MSDS, shall be notified by the Customer to Vabix immediately and in writing.

#### **CLAUSE 15 SECURITY RIGHTS, SUSPENSION AND SET OFF**

- (1) Vabix has a right of retention (*Dutch: retentierecht*) and a right of pledge (*Dutch: pandrecht*) towards any person in respect of all properties, documents, goods and funds that Vabix has directly or indirectly at its disposal or will obtain for any reason or for any purpose whatsoever, for any and all claims it has or may obtain against the Customer. The Customer also expressly grants a right of pledge on all trademarks and other intellectual property rights attached to the goods.
- (2) Vabix is entitled to suspend the performance of any of its obligations in case Customer fails to fulfil any obligation arising out of or in connection with the agreement. In addition, Vabix has a right to set off

any amounts payable to Customer against any amounts due by the Customer.

- (3) The Customer is not entitled to set off any debt, nor is the Customer entitled to suspend any of its obligations, including, without limitation, payment obligations.
- (4) Upon Vabix 's first demand, the Customer shall furnish security for any amounts owed or to be owed by the Customer to Vabix , as well as for any costs paid or to be paid by Vabix to third parties or government authorities and other costs that Vabix incurs or expects to incur, including, without limitation, taxes, levies, fines and duties.

#### **CLAUSE 16 TERMINATION**

- (1) If the Customer fails to fulfil any obligation arising out of or in connection with the agreement, regardless of whether the failure to fulfil the obligation is attributable to Customer or not, Vabix is entitled to terminate the agreement for cause (*Dutch: ontbinden*) with immediate effect, condition that Vabix gave written notice of the default to Customer and provided at least 14 calendar days from the date of the written notice to remedy the default, and Customer failed to remedy such default within the given term.
- (2) Furthermore, Vabix may terminate the agreement for cause (*Dutch: ontbinden*) with immediate effect if:
  - (a) Customer's failure to fulfil its obligations cannot be remedied, whether temporarily or permanently; or
  - (b) the Customer has a receiver, trustee in bankruptcy or administrator appointed, or a request thereto is filed with regard to the whole or a material part of its undertaking or assets; or
  - (c) the Customer petitions for or is granted a suspension of payment;
  - (d) the Customer passes a resolution for winding up or if a court shall make an order to that effect; or
  - (e) the Customer submits a statement in accordance with art. 370 of the Dutch Bankruptcy Act (*Faillissementswet*) or in the event the court appoints a restructuring expert (*herstructureringsdeskundige*) pursuant to art. 371 Dutch Bankruptcy Act or any other corresponding provision; or
  - (f) a transaction will take place or has taken place that will result or has resulted in any change, directly or indirectly, in the ownership or control of the Customer;

- (3) Vabix is, unless otherwise agreed upon in writing, at all times entitled to terminate an agreement for convenience (*Dutch: "opzegging"*) subject to a notice period of one (1) month.
- (4) Termination of the agreement, whether for cause or convenience, does not affect any obligations or liabilities that have accrued up to the date of termination, including Vabix right to claim damages in respect of any breach of the agreement or the law existing at the time of termination.
- (5) The Customer shall under no circumstances have the right to terminate any agreement for cause (*Dutch: "ontbinding"*) or to terminate the agreement for convenience (*Dutch: "opzegging"*).

#### **CLAUSE 17 FORCE MAJEURE**

- (1) For the purposes of these GTC, force majeure (hereafter: "**Force Majeure**") is understood to mean any event that affects Vabix's ability to partially or fully perform any of its obligations which Vabix has not been able to avoid and the consequences of which Vabix has not been able to prevent, including, without limitation, strikes, lock-outs, stagnation with suppliers, government measures and/or measures by order of any permit to be obtained from the government, bans on import, export or transports, fire, flooding, epidemic, pandemic, war, revolution, act of terrorism, riot or civil commotion.
- (2) If Vabix is affected by Force Majeure, it shall as soon as reasonably possible notify the Customer of the matter constituting the Force Majeure and shall keep the Customer informed of its continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- (3) In the event of Force Majeure, the agreement shall remain in force; Vabix's obligations shall, however, be suspended for the duration of the Force Majeure.
- (4) All additional costs caused by Force Majeure, shall be borne by the Customer and shall be paid to Vabix on first request.

#### **CLAUSE 18 SEVERABILITY**

- (1) If any provision of this GTC is found to be invalid or unenforceable in any respect in any jurisdiction:
- (a) the validity or enforceability of such provision will not in any way be affected in respect of any other jurisdiction;
- (b) the validity and enforceability of the remaining provisions are not affected, except if this GTC reasonably fails in its essential purpose without the unenforceable provision;
- (c) the remaining provisions will be construed as if such invalid or unenforceable provision was not contained herein; and

- (d) such provision shall be substituted by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.

#### **CLAUSE 19 HIMALAYA CLAUSE**

- (1) All exceptions, defences, immunities, limitations of liability, indemnities, provisions and conditions provided for by any applicable statute, these GTC, the agreement and/or the performance of work for the benefit of Vabix shall also apply to and be for the benefit of Vabix's subcontractors and auxiliaries.

#### **CLAUSE 20 DUTIES TO FURNISH INFORMATION**

- (1) Customer will provide Vabix with all relevant records, documentation and information with respect to any services performed or to be performed, including, without limitation, the goods' quantity, weight, value of the goods, treatment and packaging requirements. The Customer shall ensure that any records, information or documentation given to Vabix is complete, accurate and up to date.

#### **CLAUSE 21 INSURANCE**

- (1) Customer will be solely responsible to insure any and all risks relating to services performed by Vabix. It is understood and agreed that Vabix is not held to take out any insurance with respect to any of Customer's goods.

#### **CLAUSE 22 TIME BAR**

- (1) Any and all claims vis-a-vis Vabix shall be time-barred (*Dutch: vervallen*) by the mere expiry of a period of 12 months from the date on which the claim arose.

#### **CLAUSE 23 CHOICE OF LAW AND DISPUTE RESOLUTION**

- (1) All quotes, offers, instructions, assignments and legal relations ensuing from or related to these GTC, the agreement and/or the performance of work services be governed by Dutch law.
- (2) The Court of Rotterdam, the Netherlands, shall have exclusive jurisdiction in respect of any and all disputes arising between Vabix and the Customer.