

## IP HANDLERS GENERAL CONDITIONS

filed at the Chamber of Commerce at Amsterdam 28-02-2023 under no.56568282

### Article 1 – Definitions

In these general terms and conditions, the following terms have the following meanings:

- a) Anti-Corruption Legislation: any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business.
- b) Customer: The party to whom IP Handlers' offer is addressed and/or the party entering into a contract with IP Handlers;
- c) General Conditions: These general terms and conditions of IP Handlers
- d) IP Handlers: IP Handlers B.V., a private company with limited liability incorporated under the laws of the Netherlands, having its official seat in Hulshorst, the Netherlands and its registered office in Aalsmeer, the Netherlands, at (1432 JH) Noordpolderweg 20, and being registered with the Dutch Trade Register of the Chamber of Commerce under number 56568282;
- e) Rules: The rules and regulations referred to in article 3 paragraph 1 of these General Conditions.

### Article 2 - Applicability

1. These General Conditions apply to all IP Handlers B.V.'s offers and to all agreements entered into by IP Handlers all other (legal) actions by IP Handlers and also to unlawful acts, insofar as the parties have not expressly agreed otherwise in writing.
2. Any general terms and conditions of Customer or any other sector specific terms and conditions are not applicable and are not binding in any way on IP Handlers and are hereby explicitly rejected by IP Handlers.
3. If any deviation is agreed in the provisions of these General Conditions the remaining articles that have not been changed will remain in force in full.
4. The Customer may not derive any future rights from any agreed written deviations from these General Conditions.
5. Depending on the nature of the work as specified in article 3 of these General Conditions, the Rules shown against that type of work in that article shall apply. If and insofar as the provisions of articles 2 to 15 of these General Conditions differ from or conflict with the provisions in the said Rules, the provisions of articles 2 to 15 of these General Conditions shall prevail. The Rules have a solely supplementary effect in respect of the provisions of articles 2 to 15 of the General Conditions.

### Article 3 – Rules

1. Subject to the provisions in article 13.2 below, the following Rules in the most recent version apply to the following types of work:
  - a. Forwarding: The latest version of the Dutch Forwarding Conditions, with exception of the arbitral stipulations, as filed by FENEX (Netherlands Association for Forwarding and Logistics) with the Registry of the District Courts in Amsterdam and Rotterdam.
  - b. All carriage of goods by road within the Netherlands: The General Conditions of Carriage 2002 ("*de Algemene Vervoerscondities 2002: AVC 2002*"), filed with the Registry of the District Court in Amsterdam and Rotterdam.
  - c. All international carriage of goods by road: The Convention on the Contract for the International Carriage of Goods by Road (CMR), concluded in Geneva on May 19, 1956.

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2. If the contract includes different types of performance to be rendered consecutively, each type of performance shall be treated as being independent from the other and shall be subject to the Rules relating to that specific type of performance.
3. Where two or more sets of Rules apply to one type of performance, the Rules which are mentioned first in the above listing shall prevail unless the parties have agreed otherwise.
4. The Rules listed in this article are available from IP Handlers on request.

### Article 4 - Offer and Agreement

1. All offers, including quotations and price estimates are noncommittal, unless explicitly indicated in the offer. The mere fact that IP Handlers has issued an offer, quotation or price estimate is noncommittal and will in no way lead to any obligation to enter into an agreement.
2. If reserves are added to or changes are made in the acceptance compared with the offer, notwithstanding the provisions contained in the first paragraph of this article, the agreement will not be concluded until and as soon as IP Handlers has confirmed to the Customer in writing that it accepts those changes to the offer. However, under no circumstances such an acceptance will be deemed to relate to acceptance of applicability of general terms and conditions applied by the Customer.
3. All offers are based on the performance of the agreement by IP Handlers under normal circumstances and during normal working hours, unless stated otherwise.
4. The agreement comes into being immediately as soon as IP Handlers has confirmed the Customer's order in writing or has started to perform the order, whichever is the first.
5. Verbal promises made by employees or other subordinates of IP Handlers are not binding on IP Handlers until confirmed in writing by IP Handlers.

### Article 5 – Prices / tariffs

1. The agreed prices are based on the tariffs, wages etc. applying on the date of offer or the date of the finalization of the agreement or actual performance of the agreement as appropriate. They include only the payment for the work to be performed by IP Handlers under the agreement. They are therefore exclusive of packing, C.O.D. charges, VAT, penalties and all other taxes and duties, costs and charges of whatever description. Any such costs are payable by the Customer unless explicitly agreed otherwise in writing.
2. If one or more of the cost components is subject to an increase (even where the increase is the result of foreseeable circumstances) after the date of an offer, IP Handlers may increase the agreed price accordingly, irrespective of whether or not that has already been agreed.
3. If IP Handlers performs any variations to the agreement, the costs involved will be for the Customer's account.
4. Variations are any work carried out by IP Handlers, whether or not recorded in writing, during the performance of the agreement that goes beyond the work expressly laid down in the agreement or the order confirmation, or additional costs resulting from performing the work in a different way to what is stated in the agreement. Such work may include for instance special services, unusual work, particularly time-consuming work or work demanding additional efforts. These General Conditions also apply to variations of the agreement.
5. All prices mentioned in the contract are in Euro unless explicitly agreed otherwise in writing.
6. If the prices are expressed in a foreign currency and the value of that currency against the Euro changes to IP Handlers disadvantage after the agreement has been finalized, the prices shall be increased so that the equivalent value in Euro is equal to the value applying at the time when the agreement was finalized.

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7. IP Handlers will not be bound in the future by prices and / or tariffs that have been agreed upon or charged in the past.
8. Before starting performance of the agreement or continuing the agreement IP Handlers will be entitled to demand advance payment and/or an adequate security from the Customer in respect of its compliance with its payment and other obligations.

### Article 6 – Payment

1. Unless expressly agreed otherwise in writing, all payments shall be made within a period of 14 days after the date of the invoice.
2. All payments shall be made without any withholding, deduction or set-off to a bank account to be specified by IP Handlers. If the Customer fails to pay within the agreed period he shall be deemed to be in default and IP Handlers shall by operation of law be entitled to interest on the overdue amount at a rate of 12%, calculated from the date on which payment was due to the date of full settlement.
3. All costs, including both legal and extrajudicial costs, incurred by IP Handlers as the result of the Customer's failure to comply with any obligation towards IP Handlers shall be payable by the Customer.
4. In the event of failure to pay on time, the extrajudicial costs shall amount to at least 15% of the sums due, without prejudice to IP Handlers B.V.'s right to make additional demands, including but not limited to a (temporary or permanent) suspension of the work, the dissolution of the contract (in part or in whole), and/or a claim for damages.
5. Any payments shall be deducted first from the due interest and costs, and then from the principal sum.

### Article 7 – Performance of the agreement

1. Stated dates, periods and/or number of hours are approximately. Where a period of time or number of hours is agreed for the performance of the contract, IP Handlers will strive to comply with it as precisely as possible. Nevertheless, failure to meet that time period or number of hours for whatever reason shall not give the Customer any right of compensation or any right to demand the dissolution of the agreement on that ground.
2. The Customer must ensure that all the details and documents to be provided by him are in IP Handlers possession in good time. The Customer is liable for all delays, costs and all losses resulting from such delays to IP Handlers and shall indemnify IP Handlers against third-party claims in that respect. The Customer is at all times responsible for the contents of the details and documents provided by him. The Customer guarantees the correctness, completeness and reliability of the information it provides, even if it comes from third parties. If information necessary for the execution of the agreement is not, not timely, incorrect and complete or is not available to IP Handlers accordance with the Agreement, or if Buyer does not fulfil its obligations in any other way, IP Handlers is entitled to suspend the performance of the agreement and charge the costs resulting therefrom against its usual rates. If Buyer remains in default following receipt of a written notice of the breach, IP Handlers is entitled to terminate the agreement with immediate effect and without any obligation to any form of compensation to the Customer.
3. IP Handlers is not liable for damage caused by IP Handlers as a result of incorrect and/or incomplete data and information provided by the Customer.
4. IP Handlers is free in the manner of performance of the contract, unless agreed otherwise in writing. IP Handlers may bring in third parties for the performance of the agreement without having to consult the Customer in advance. IP Handlers shall be entitled to use third party services for the execution of the agreement. IP Handlers is not liable for damages arising out of any acts or non-acts of such third persons.

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### **Article 8 – Delivery and risk**

1. If and when goods are delivered by or on behalf of IP Handlers, the delivered goods are fully for the account and the risk of the Customer from the time of delivery at the agreed place.
2. Any loading or unloading activities, involving equipment owned by the Customer or a third party and used by or on behalf of IP Handlers, shall be performed at the expense and the risk of the Customer.
3. IP Handlers assumes no liability for any damage to or caused by the use of loading and unloading equipment of the Customer.
4. The Customer is responsible for taking out adequate insurance cover for the use of loading and unloading equipment owned by the Customer or a third party.
5. The acceptance of goods by the carrier from or on behalf of IP Handlers will serve as proof that they have been received in externally good condition, unless the contrary is evident from the consignment note or proof of receipt.

### **Article 9 – Force majeure**

1. IP Handlers will not under any circumstances be liable for non-performance or late performance of its obligations as a result of force majeure, or for the consequences of such non-performance or late performance. In case of force majeure, IP Handlers will have the right either to extend the agreed period for the performance of the agreement by the duration of the force majeure or to cancel the agreement or the non-performed part of the agreement without being liable.
2. Force majeure includes but is not restricted to war, threat of war, mobilization, riots, siege, sabotage, epidemics and/or pandemics, quarantine, disturbance to traffic, storm, fog, lightning strike, flood, high and low water, frost, freezing, ice, strike or lock-out, fire, other serious disturbances in IP Handlers business, interference from legal provisions, official restrictions and any other circumstance preventing performance that is not solely dependent on IP Handlers will, even where already foreseeable at the time when the agreement was finalized.
3. The Customer's financial and other obligations arising before the commencement of the force majeure shall remain in force despite the force majeure.

### **Article 10 – Liability**

1. Where contracts are subject to Rules under article 3 above, IP Handlers B.V.'s liability shall be determined by the applicable Rules. However, in cases where the aforementioned Rules do not determine such liability, the following provisions shall apply.
2. IP Handlers is only liable for loss if and in so far as that loss is proved to be the result of a wilful act or gross negligence of IP Handlers. IP Handlers is not liable for loss resulting from a wilful act or gross negligence by parties other than its subordinates.
3. IP Handlers' total aggregate liability in respect of (an) attributable failure(s) to perform any obligations under an agreement and/or (a) wrongful act(s) or any other legal ground(s) shall cumulatively be limited to (a) the amount that is paid out in the particular case under the (liability) insurance policy(ies) IP Handlers has entered into, or, if no payment is made under the said insurance policy for whatever reason, (b) the amount paid by the Customer under the said agreement (excluding VAT).
4. Any person present on IP Handlers' sites, in or on IP Handlers B.V.'s vehicles etc., or at the place where the work is being performed, is there with everything in his possession at his own risk and must strictly adhere to the regulations and instructions laid down and provided by the authorities and by IP Handlers IP Handlers accepts no liability whatsoever for bodily injury or material damage.

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5. Any claim against IP Handlers shall be made in writing with 24 hours after delivery of the goods to the Customer or his representative or the completion of the work, failing which all rights or claims against IP Handlers shall lapse.
6. Subject to the Rules mentioned in article 3 in any event all claims against IP Handlers will be time barred after a period of one year as of the date of delivery of the goods or the date of completion of the work.
7. If loss is caused to IP Handlers to IP Handlers' personnel or to third parties brought in through IP Handlers during the performance of the agreement with the Customer, the Customer shall be liable for that loss unless he proves that the loss in question was caused by IP Handlers IP Handlers' personnel or the third parties brought in through IP Handlers

### Article 11– Indemnification

1. The Customer is obliged to indemnify and compensate IP Handlers in respect of all damage, costs and interests, claimed from IP Handlers by third parties in connection with the performance of the contract by IP Handlers
2. In the event that IP Handlers has goods in his possession in connection with the performance of the agreement, the Customer will be obliged to fully indemnify IP Handlers in respect of any claims by third parties, even if these claims are involved for compensation of damage that is directly related to such goods.
3. The Customer is also obliged to indemnify IP Handlers in respect of damage to and/or penalties, claims, fines and other measures imposed by a government.
4. The Customer's obligation to indemnify IP Handlers also applies in respect of managers and employees of and other persons involved at IP Handlers.

### Article 12 – Right of retention and lien

1. IP Handlers has a right of retention on goods and documents held by it under the agreement; that right applies in respect of any party demanding the surrender of the goods or documents in question. Also, Customer shall not be entitled to pledge the goods which are covered by the retention of title or to establish any other right on them. This clause has effect under property-law ("*goederenrechtelijke werking*") and is binding on third parties.
2. IP Handlers may also exercise that right for what it is owed by the Customer under previous and subsequent agreements. IP Handlers shall not under any circumstances be liable for any loss resulting from the exercise of a right of retention.
3. All goods, documents, and money held by or obtained by IP Handlers for whatever reason and for whatever purpose shall serve IP Handlers as a pledge for all claims that it has or may acquire against the Customer or any other party with rights to the goods, documents, or money in question.

### Article 13 – Assignment

IP Handlers has the right to wholly or partially assign the rights and obligations under an agreement to a third party. The approval of the Customer of such assignment is already granted by the Customer. The Customer shall not assign any rights or obligations under the agreement without the prior written consent of IP Handlers. This clause has effect under property-law ("*goederenrechtelijke werking*") and is binding on third parties.

### Article 14 – Anti-corruption and bribery

1. The Customer acknowledges that IP Handlers is committed to eliminating all risks of bribery and corruption in its service chain.

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2. The Customer acknowledges and agrees that IP Handlers shall not be under any obligation to carry out any action or make any omission under any agreement with the Customer to the extent that IP Handlers reasonably believes it would be in breach of any Anti-Corruption Legislation.
3. The Customer acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for the Customer to enter into an agreement with IP Handlers.
4. The Customer warrants and undertakes that:
  - a. it will not engage in any activity, practice or conduct which would constitute an offence or is otherwise contrary to any Anti-Corruption Legislation;
  - b. it has, and will maintain in place, adequate procedures designed to prevent any of its employees, directors, officers, sub-contractors, agents and representatives from undertaking any conduct that would give rise to an offence under any Anti-Corruption Legislation;
  - c. it, and each of its employees, directors, officers, sub-contractors, agents and representatives that will do anything on its behalf in relation to its selection as Customer or the performance of its obligations under an agreement with IP Handlers, has not taken, and will not take, in the name of, for the account of or on behalf of IP Handlers actions in furtherance of (and it has not omitted to and will not omit to take any action preventing): (i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity or (ii) the request for, agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any Anti-Corruption Legislation;
  - d. it will keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to an agreement with IP Handlers; and
  - e. from time to time, at the reasonable request of IP Handlers, it will confirm in writing that it has complied with its undertakings under this article 14.4 and will provide access to such people and/or information reasonably requested by IP Handlers in support of such compliance.
5. Breach of any of the undertakings in this article 14 shall be deemed to be a material breach of these General Conditions.
6. If IP Handlers reasonably believes that the Customer is in breach of its obligations in article 14.4, the Customer will make available such people, books, accounts, records and other documentation relevant to its business activities conducted pursuant to the agreement with IP Handlers for an audit to be performed by a recognised independent accounting firm designated by IP Handlers to the extent relevant to that breach. The auditor shall only provide IP Handlers with information obtained from such review that relates to the possible breach. The costs of such audit shall be borne by IP Handlers save where the auditor confirms that the Customer is in breach of its obligations, in which case the Customer shall bear all such costs.

### Article 15 – Confidentiality

1. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, and the quotation and its terms, including the pricing terms.
2. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

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### **Article 16 - Applicable law and dispute resolution**

1. These General Conditions, all agreements between IP Handlers and the Customer as well as all agreements resulting therefrom shall be governed by the laws of the Netherlands.
2. Contrary to what is provided in the Rules mentioned in article 3 in respect of the competent jurisdiction or arbitration, the District Court in Amsterdam has sole jurisdiction to take cognizance of disputes concerning the present agreement or related agreements arising from it.

### **Article 17 – Interpretation of conditions**

1. These General Conditions have been drawn up in Dutch and in English. In the event of any difference in content or tenor, the Dutch text is binding.
2. If in the opinion of the competent court any provision of these General Conditions is void, contrary to the law, or unenforceable in any respect, that shall not affect the remainder of the provisions in these General Conditions and the court's ruling shall be restricted solely to the provision to which it referred.
3. IP Handlers reserves the right to change these General Conditions at any time. The most recently filed version shall always apply.