

## General Terms and Conditions of ZTZ Logistics

### I. General Provisions.

These General Terms and Conditions of ZTZ Logistics are drafted for use by the companies within the ZTZ Logistics Group for their offers and/or agreements and/or services performed and/or deliveries made and/or any other type of performance provided in the broadest sense of the word, without exception.

The terms and conditions of our clients and/or third parties shall not apply, and the applicability of those general terms and conditions is hereby expressly rejected. Conditions stated on documents issued by us, such as waybills, receipts, or any other document, shall only apply subject to the provisions set out below.

We are entitled to invoke our General Terms and Conditions even in the case of non-contractual claims against us, including, where applicable, those related to product liability.

The term "ZTZ Logistics" refers to the company within the ZTZ Logistics Group that enters into an agreement with a client or intends to do so.

The term "Agreement" refers to the Agreement between ZTZ Logistics and a client, under which ZTZ Logistics – represented by an authorized official – commits to providing a specific service or performance to this client, all in the broadest sense of the word.

### II. Applicable Standard Conditions.

Depending on the nature of the assignment, activities, or other types of performance, or any portion thereof that can reasonably be considered an independent part, the following customary standard conditions shall apply in addition to these General Terms and Conditions. However, in the event of a conflict between these General Terms and Conditions and the provisions of the standard conditions, the provisions of these General Terms and Conditions shall prevail, unless the provisions of the standard conditions provide ZTZ Logistics with greater assurance, protection, and/or limitation of liability. In such cases, the relevant provisions of the standard conditions shall take precedence:

**a. For road and/or land transportation goods:**

The "Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956), as supplemented by the 1978 Protocol (CMR)," applies to both domestic and international transport, unless other mandatory legal provisions apply.

**b. For forwarding activities (including customs activities):**

The "Dutch Forwarding Conditions," filed on July 1, 2004, at the Registry of the District Court in Rotterdam, among others.

**c. For physical distribution:**

The "Physical Distribution Conditions," filed at the Registry of the District Court in Rotterdam, among others, on September 1, 2000.

**d. For storage activities:**

The "Amsterdam-Rotterdam Warehousing Conditions," filed at the Registry of the District Court in Rotterdam, among others, on March 1, 1994.

**e. For stevedoring activities:**

The "Rotterdam Stevedoring Conditions," filed at the Registry of the District Court in Rotterdam on August 12, 1976.

**f. For crane or jack operations (including horizontal and/or vertical movement on land and water, by any means) :**

The "General Terms and Conditions for the Execution of Assignments by Crane Operators," filed at the Registry of the District Court in Rotterdam, among others, and effective as of January 1, 1994.

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**g. For combined transport:**

For each part of the transport, the legal rules applicable to that specific part, as well as Articles 8:40 through 8:52 of the Dutch Civil Code, shall apply.

**h. For air transport:**

The standard conditions, as stated on the reverse side of the air waybill, as well as the conditions referred to on that reverse side, shall apply. *General Terms and Conditions of ZTZ Logistics filed with the Chamber of Commerce in Rotterdam on October 1, 2010. Page 2 of 6.*

**i. For all other activities or additional/ancillary activities:**

To the extent these cannot be categorized under any of the aforementioned activities, such as contracting, (dis)assembly/construction and repair work in the broadest sense, assembly, etc., the "Physical Distribution Conditions" mentioned under subsection (c) of this article shall apply.

If standard conditions are revised, the new text shall apply from the date of filing of the revision, without prejudice to our right to apply other than the aforementioned standard conditions to a specific assignment, activity, or other type of performance.

### III. Offers.

a. Regardless of the form in which they are made, all offers from ZTZ Logistics, under any name, are entirely non-binding and only valid for the duration specified in the offer. If no duration is mentioned in the offer from ZTZ Logistics, it shall be valid for a maximum period of 2 months.

b. Deviations from offers bind ZTZ Logistics only if they are accepted in writing by ZTZ Logistics.

c. A later offer renders any previous offer void, without any rights being derived from the previous offer(s).

d. All drawings, measurements, weight specifications, or images used in offers are only binding if and to the extent that they are specifically mentioned or accepted by ZTZ Logistics as the basis for the price in the offer.

e. Each offer is based on execution by ZTZ Logistics under normal conditions and during normal working hours, unless expressly stated otherwise.

### IV. Prices.

a. All agreed prices are exclusive of VAT and are based on the situation as it exists at the time of the offer or the Agreement. In the event of an increase in one or more cost price factors after the agreement, such as, but not limited to, labor costs, fuel costs, taxes and other government measures, insurance costs, changes in exchange rates, import duties, and similar, ZTZ Logistics is entitled to adjust the original price accordingly, and these revised prices shall be binding, even for ongoing agreements.

b. All agreed prices are in Euros. If prices are expressed in foreign currency and the exchange rate changes to the disadvantage of ZTZ Logistics, ZTZ Logistics is entitled to adjust the prices so that the equivalent in Euros remains the same as it was at the time the Agreement was concluded.

c. The prices of ZTZ Logistics do not include charges from government, customs, or other authorities, such as VAT, import duties, fines, etc., nor guarantees or securities to be provided to anyone, nor costs for (police) escorts, technical inspections, or other obligations or costs. These will be calculated separately.

d. For prices or rates based on duration, such as in the case of rental or the provision of persons, goods, or spaces, the time begins to run from the moment the person or object is made available to the client at ZTZ Logistics' premises

(or another location specified by ZTZ Logistics) and continues until the moment it is fully available again to ZTZ Logistics at the same location. However, the time will automatically be extended by the time required for any repairs to damage that occurred during the provision, if the client is liable for the damage under these General Terms and Conditions.

e. The prices of ZTZ Logistics are based on normal performance to be carried out within normal working hours and a normal duration. For special performances, unusual, particularly time-consuming, or extra effort-requiring tasks, as well as in the case of disruptive influences, either in relation to the performance or the duration or timing, ZTZ Logistics is entitled to charge an additional reasonable fee, such as standing or waiting costs, etc., or the extra costs incurred, such as crane costs, will be borne by the client.

f. The prices of ZTZ Logistics are calculated on the basis of locations that are accessible, safe to stay at, and suitable for transportation, such as loading and unloading areas. If it turns out later that these conditions were not met, ZTZ Logistics has the right to increase the prices by all resulting additional costs, plus a reasonable profit margin, or the right to leave the assignment unperformed or to terminate and cancel it at a time determined by ZTZ Logistics. In such a case, ZTZ Logistics is entitled to payment for what would have been due if the assignment had been performed in full by ZTZ Logistics.

### V. Payment and Default.

a. The invoices from ZTZ Logistics must be paid within 30 days of the invoice date. Payment must be made without any deduction, offset, or withholding of any kind, to the bank account specified by ZTZ Logistics.

b. If the client has not made payment by the due date, the client will be in default without the need for any formal notice of default, and the client will owe ZTZ Logistics default interest of 1.5% per month on the outstanding amounts from the relevant due date.

c. In the event of the client's payment default, all costs and expenses (including all legal assistance costs, both judicial and extrajudicial) incurred by ZTZ Logistics in relation to the collection of the outstanding amount will be borne by the client.

d. In the event of the client's payment default, ZTZ Logistics is entitled to suspend its performance under the agreement in question, for which the client is in default. Furthermore, ZTZ Logistics is entitled to suspend the execution of all other agreements entered into with the client until the client has fulfilled all obligations to ZTZ Logistics, without prejudice to ZTZ Logistics' right to compensation for damages, interest, and/or other costs.

e. The client cannot refuse or suspend payment due to the alleged defective or incomplete performance of ZTZ Logistics' obligations, unless ZTZ Logistics has acknowledged in writing that there is a shortcoming on its part.

f. ZTZ Logistics is always entitled to request the client to make advance payments (in whole or in part) or to provide sufficient security for their existing and future payment obligations to ZTZ Logistics. If the client fails to make advance payments or provide sufficient security upon request from ZTZ Logistics, ZTZ Logistics will be entitled to immediately terminate or suspend the agreement in whole or in part.

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## VI. Right of Retention and Pledge Right.

- a. ZTZ Logistics has the right to refuse the release of funds, goods, and/or documents that ZTZ Logistics holds in connection with the assignment and/or work, to anyone who has a right to the delivery thereof based on reasons other than the agreed assignment or work.
- b. ZTZ Logistics is entitled to exercise the right of retention on funds, goods, and/or documents that ZTZ Logistics holds in connection with the assignment or work, for amounts owed or to be owed to ZTZ Logistics in relation to that assignment or work, as well as for amounts owed or to be owed for any other assignment or work.
- c. On all goods, documents, and funds that ZTZ Logistics will have or will obtain under any title, a pledge right is deemed to be established as referred to in Article 3:236 of the Dutch Civil Code, as security for the payment of everything owed or to be owed by the client to ZTZ Logistics, for any reason. ZTZ Logistics is entitled to sell the collateral in the manner prescribed by law or, if agreed upon, privately.

## VII. Delivery of Goods.

The goods delivered by ZTZ Logistics remain the property of ZTZ Logistics until the amount owed for those goods has been fully paid. Claims must be made no later than upon delivery, failing which the goods are deemed to have been accepted. In the case of a timely claim, ZTZ Logistics is only obligated to cover the repair costs and is therefore not liable for any damage or other costs.

## VIII. Insurance.

Insurance regarding goods for which ZTZ Logistics enters into an agreement with the client will only be arranged at the client's expense and risk, and only after explicit written instruction. The instruction must specify the risks to be covered by the insurance; otherwise, the instruction will be considered as not given or not accepted. However, ZTZ Logistics is always entitled to refuse an insurance instruction for its own reasons.

## IX. Execution.

- a. ZTZ Logistics is free to determine the manner in which the assignment and work are executed, unless explicitly agreed otherwise. All assignments will be carried out in an order determined by ZTZ Logistics, with the capacity of the equipment available to ZTZ Logistics and the degree of its utilization being factors in determining the start and completion of the work.

Dates and/or deadlines are not guaranteed. The provision of information in advance or during the process is done without any obligation or liability for ZTZ Logistics.

- b. The client must ensure that all data they are required to provide, including dimensions, weights, and documents, are timely provided to ZTZ Logistics, and that any necessary tools or resources on their part are available on time, with sufficient capacity and equipment. The client is responsible for the accuracy, precision, clarity, and completeness of all information, communications, instructions, and directives provided by or on behalf of the client.

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The client is also responsible for identifying and marking potential attachment points on the cargo, as well as the lifting points and the center of gravity. In the case of hazardous materials, the client must ensure that ZTZ Logistics is informed in writing and explicitly in advance, particularly regarding the information required by law and/or government regulations for the assignment and/or work to be performed by ZTZ Logistics.

The client is liable for any omissions and/or inaccuracies and any resulting damage to ZTZ Logistics and must indemnify ZTZ Logistics against any claims from third parties, if necessary.

- c. In the event of temporary force majeure, the assignment remains in effect, but ZTZ Logistics' obligations are suspended for the duration of the force majeure event, with the right for ZTZ Logistics to - at its sole discretion - cancel the assignment, if not fully executed, and charge for the work already performed. All additional costs arising from the force majeure situation will be borne by the client.

Force Majeure includes all circumstances beyond the control of ZTZ Logistics that reasonably prevent it from fulfilling the Agreement in a timely or complete manner. These include, but are not limited to, the following examples:

- Calamities;
- Strikes, labor unrest, lack of workforce, illness and/or accidents of employees, exclusion;
- War (declared or not), war danger, riots, sabotage, civil disturbances;
- Epidemics, quarantine, measures imposed by higher authorities;
- Road closures, blockades, and other traffic disruptions;
- Storms, fog, lightning strikes, flooding, high and low water, frost, freezing, ice drift;
- Fire, smoke, explosion, firefighting water, subsidence, collapse, flooding;
- Lack of necessary cooperation from authorities, such as refusal or revocation of permits, exemptions, etc., police escort, etc.;
- Inaccessibility of the work location.

- d. Unless otherwise agreed in writing, ZTZ Logistics always has the right to have the assignment fully or partially carried out by third parties, in which case these general terms and conditions will also apply for the benefit of the said third parties.

## X. Liability and Indemnification.

a. Regarding all activities, our liability is determined by the standard conditions mentioned in Article II, insofar as these are not overridden by applicable mandatory legal provisions/regulations, with the understanding that only and exclusively the provisions of mandatory law will apply in such cases. ZTZ Logistics also stipulates for the benefit of personnel and/or third parties engaged by or through it, whose personnel and further assistants and/or equipment are included, any exclusion or limitation of liability in accordance with these General Terms and Conditions and the standard conditions declared applicable therein, including the indemnification clause included in this article under f.

b. ZTZ Logistics is not liable for loss, theft, destruction, and/or damage of any kind, including, but not limited to, any lost profit, missed use, loss of contracts, and/or any other consequential or indirect loss or damage and/or any other financial disadvantage, unless caused by intent or gross negligence on the part of ZTZ Logistics, as proven by the client.

c. ZTZ Logistics is not liable for any event, loss, cost, or damage that falls or should fall under the coverage of the client's insurance.

d. Anyone who is present on/in the premises, buildings, vehicles, etc., of ZTZ Logistics, or at the location where the work is being performed, does so at their own risk and must strictly follow the instructions and/or directions given by government authorities and ZTZ Logistics.

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ZTZ Logistics accepts no liability for bodily injury, material damage, or any other type of damage.

e. Any potential liability of ZTZ Logistics expires if ZTZ Logistics has not been notified in writing of the alleged damage and/or loss before the completion of the work or before leaving the site or location where the work was carried out, or where ZTZ Logistics was required to deliver any performance.

f. The client indemnifies ZTZ Logistics — and, under the conditions of paragraph a of this article, also its personnel and/or third parties — against claims from third parties, including foreign and Dutch (semi-)government agencies, against which ZTZ Logistics, its personnel, and/or third parties cannot invoke these General Terms and Conditions and the standard conditions declared applicable therein.

## **XI. Liability of the Client.**

a. The client is liable to ZTZ Logistics for any incorrect or inaccurate instructions, or for instructions not provided in a timely manner, as well as for failing to provide goods at the agreed time.

b. The client is liable for all damage caused in any way by themselves, their goods, their employees, or third parties engaged by them, including their employees, goods, and/or equipment, to ZTZ Logistics, ZTZ Logistics' personnel, or third parties engaged by or through ZTZ Logistics, including their personnel or assistants.

c. The client is liable for all damage caused by failing to (timely) or properly fulfill any obligations imposed on them under these General Terms and Conditions or under the separate agreement, unless already addressed in these General Terms and Conditions and/or applicable standard conditions.

d. The client is liable for all damage resulting from unsafe and/or unsuitable unloading and/or loading locations or locations where work is carried out by us.

## **XII. Limitation and Expiration of Rights.**

Any (claim) right against ZTZ Logistics expires and lapses after 12 months from the occurrence of the claim, unless the applicable standard conditions already provide for a different limitation/expiration period.

## **XIII. Applicable Law, Competent Court.**

a. Dutch law exclusively applies to all quotes, assignments, work, or other services as referred to in Article I, unless overridden by mandatory legal provisions/regulations, in which case only and exclusively the mandatory provisions will apply. General Terms and Conditions of ZTZ Logistics filed with the Chamber of Commerce in Rotterdam on October 1, 2010. Page 6 of 6.

b. The District Court in Rotterdam has exclusive jurisdiction to decide on all disputes arising from or related to any quote, assignment, work, or other services as referred to in Article I, if necessary, overriding any conflicting provisions in any standard conditions applied under these General Terms and Conditions.

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