

## General Forwarding Conditions

These General Forwarding Conditions (the General Conditions) apply to all offers and contracts between MEGA Transport B.V. and the Client and are available (including all changes thereto) on the MEGA Transport B.V. website: <https://megatransport.nl/>.

### 1. Definitions

In these General Conditions the following terms have the following meaning:

**The Dutch Forwarding Conditions:** the general conditions for forwarding activities drawn up by Fenex, the Netherlands Association for Forwarding and Logistics, most recent version, as deposited with the District Courts of Amsterdam and Rotterdam;

**Logistics Services:** the services that MEGA Transport B.V. provides to the Client. These services are limited to forwarding work;

**MEGA Transport B.V.:** The private limited company under Dutch law. MEGA Transport B.V., having its registered office in Vlaardingen (the Netherlands) and registered in the business register of the Chamber of Commerce under number (71352031), the user of these General Conditions. Also the freight forwarder and contracting party of the Client;

**Transport Order:** the (electronic) transport order which the Client gives to MEGA Transport B.V. in its capacity as freight forwarder. As a result of this order MEGA Transport B.V. shall conclude on behalf of, in the name of and at the expense of the Client, contracts of carriage with third parties on behalf of the (forwarding) contract with the Client.

**Conditions:** these General Conditions for Clients of MEGA Transport B.V.;

**Website:** <https://megatransport.nl/> and all other websites managed by MEGA Transport B.V.

### 2. Applicability

- 2.1 These General Conditions apply to every Contract between MEGA Transport B.V. and the Client.
- 2.2 The work to be carried out by MEGA Transport B.V. shall at all times be effected in its capacity as freight forwarder.
- 2.3 Unless explicitly otherwise agreed in advance in writing, these General Conditions apply to all offers and/or order confirmations issued by MEGA Transport B.V. and to all contracts with MEGA Transport B.V., as well as to all work performed by another subsidiary and/or undertaking affiliated with MEGA Transport B.V. and/or third parties.
- 2.4 Once the parties have contracted subject to applicability of the General Conditions, the General Conditions shall apply without exception to future offers and order confirmations issued by MEGA Transport B.V. and future contracts with MEGA Transport B.V.. The General Conditions shall in such case be deemed to be known and accepted between the parties.
- 2.5 The applicability of any other general terms and conditions of the Client is explicitly rejected. In deviation from the provisions in Article 6:225(3) of the Dutch Civil Code,

MEGA Transport B.V is not bound by deviations in the acceptance of the potential Client. Deviations from these General Conditions can only be effected in writing, and shall only apply with regard to the specific contract to which the deviations relate.

### **3. Industry terms and conditions applied by MEGA Transport B.V.**

- 3.1 The most recent versions of the Dutch Forwarding Conditions (FENEX Conditions) (**Appendix 1**) apply in addition to these General Conditions.
- 3.2 Insofar as any provision in the aforementioned general industry terms and conditions were to conflict with a provision in these General Conditions, the provision in these General Conditions shall prevail.
- 3.3 In the performance of the Logistics Services MEGA Transport B.V shall only act as freight forwarder under the Dutch Forwarding Conditions. MEGA Transport B.V. can never be qualified as ('paper' or successive) carrier under the Dutch General Transport Conditions (AVC) and/or the CMR Convention.

### **4. Offers and orders**

- 4.1 All of MEGA Transport B.V.'s offers must be seen as one whole and are valid for a period of 30 days or as much longer or shorter as stated in the offer, but are always made entirely without commitment. A contract shall only have been made with the Client after MEGA Transport B.V. has confirmed the acceptance of the Contract, or MEGA Transport B.V. has de facto performed the Contract. The Client must also confirm the order, for which MEGA Transport B.V. shall provide all necessary information.
- 4.2 MEGA Transport B.V. is entitled to engage another subsidiary and/or undertaking affiliated with MEGA Transport B.V. and/or third parties if this is necessary for the correct and timely performance of the orders given to it. The Client is bound to fully cooperate with MEGA Transport B.V., whereby MEGA Transport B.V. remains responsible for the proper performance of the contract.
- 4.3 If the Client's offer to MEGA Transport B.V. ultimately does not lead to a Contract, MEGA Transport B.V. has the right to invoice all costs that MEGA Transport B.V. has had to incur to present the offer to the (potential) Client.
- 4.4 The offers and price quotes are made on the basis of the prices and specifications applicable at that time.

### **5. Prices**

- 5.1 All prices are in euros and are exclusive of VAT and additional costs such as: customs formalities, import duties, toll fees, (kilometre) charges, travel and lodging costs, etc. If these costs are imposed on MEGA Transport B.V., it shall pass on these additional costs to the Client.
- 5.2 MEGA Transport B.V. is entitled to increase the stated or agreed prices on the basis of an increase of the aforementioned price-determining factors arising after the offer or the contract was made, even if this increase was foreseeable. The Client shall be notified in writing of the amount of the price increase.
- 5.3 Without requiring the Client's prior consent, MEGA Transport B.V. is entitled to pass on additional costs to the Client if these costs are necessary for the correct and

timely performance of the orders given to it. In such case, MEGA Transport B.V. shall, insofar as possible, consult with the Client.

- 5.4 The applicable rates are inclusive of a maximum of one hour of waiting time when loading and/or unloading in the Netherlands and a maximum of two hours of loading and/or unloading outside of the Netherlands.
- 5.5 MEGA Transport B.V. is entitled to increase the carriage price by an amount of € 65 for every hour or part of an hour by which the waiting time stated in Article 5(4) of these General Conditions is exceeded.
- 5.6 In case of cancellation of the Contract by the Client within 24 hours before the start of the work, MEGA Transport B.V. is entitled to charge seventy percent (70%) of the agreed amount to the Client.

## **6. Payments**

- 6.1 The invoices are to be paid by means of bank/giro transfer to a bank account designated by MEGA Transport B.V. MEGA Transport B.V. is entitled to send its invoices digitally.
- 6.2 The payment term is always 30 days after the invoice date latest. The Client is not permitted to set off any amounts. MEGA Transport B.V. does not accept any payment terms indicated by the Client. Nor can the Client claim suspension or apply a discount in some other way.
- 6.3 If the Client does not object to the amount of the invoice or to the amount itself being owed within 14 days after receipt of the invoice, the accuracy of the invoice and the amount shall be established.
- 6.4 If payment has not been received within the agreed payment term, MEGA Transport B.V. has the right to charge interest over the invoice amount as of the due date, which interest is equal to the statutory commercial interest rate pursuant to Article 6:119a of the Dutch Civil Code, increased by 1% for every month or part thereof that the Client remains in default, without prejudice to any further rights MEGA Transport B.V. is entitled to, such as the right to compensation.
- 6.5 All judicial and extrajudicial collection costs made by MEGA Transport B.V. in order to effect performance of the Client's obligations, shall be at the Client's expense. The extrajudicial collection costs are fixed at 15% of the claim. The foregoing is without prejudice to MEGA Transport B.V.'s right to claim actual loss if higher.
- 6.6 Payment must be made by deposit, without any deduction, on an account to be designated by MEGA Transport B.V., or in another manner indicated by MEGA Transport B.V..
- 6.7 The payments made by the Client shall always first be put toward payment of all interest and costs owing, then toward claims which are due and payable which have been outstanding the longest, even if the Client states that the payment relates to a different or later (invoice) claim.
- 6.8 MEGA Transport B.V. is entitled to demand that the Client give security. This security must be such that the claim and any interest and costs related thereto are properly covered, and that will be able to recover payment from such security without impediment or difficulty. If the Client refuses to give security, MEGA Transport B.V. is entitled to suspend the (further) performance of its obligations to the Client.

## **7. Obligations of the Client**

- 7.1 The Client undertakes to always, in the performance of every order, in due time provide all the necessary specifications and all the necessary documents to MEGA Transport B.V. regarding the goods made available in connection with the performance of the Logistics Services. The Client guarantees that the information provided by it is correct and all instructions and goods made available are in compliance with the laws and regulations.
- 7.2 If, in connection with the Logistics Services provided by MEGA Transport B.V., the goods are subject to government regulations, including customs and excise duty provisions and tax regulations, the Client must provide all information and documents which are necessary for MEGA Transport B.V. to comply with such regulations in due time. The provision of information and/or documents to MEGA Transport B.V. which are required for the carrying out of formalities in connection with the above-mentioned government regulations, entails an instruction to this effect. It is always at MEGA Transport B.V.'s discretion whether or not to follow this instruction.
- 7.3 The Client undertakes to make the goods available to MEGA Transport B.V. or its agents / (sub-)carriers in proper packaging and at the right temperature, at/in the agreed place, time and manner, accompanied by a waybill with the agreed documents and/or documentation and the other documents required by or pursuant to government regulations.
- 7.4 The Client undertakes to address every package to be carried clearly and effectively and, insofar as possible, to affix the required information and addresses on or to the packages or their packaging in such manner, that in normal circumstances they will remain legible until the end of the carriage. In addition, the Client must state the total weight of the goods on the waybill.
- 7.5 The Client is itself responsible for loading and unloading the goods, unless the parties explicitly agree otherwise.
- 7.6 In case shipping documents are lacking, MEGA Transport B.V. is not responsible for the accuracy of the number of packages to be carried.
- 7.7 The Client is obliged to provide all information which it knows or should reasonably assume is important for MEGA Transport B.V. or the Carrier, among others, but not limited to, a rough indication of the value of the goods to be carried and specific safety measures to be taken.
- 7.8 The Client is also obliged before the start of the carriage to provide special instructions which may be necessary for MEGA Transport B.V. or the Carrier.
- 7.9 In the event of carriage of goods with a higher value than is covered by MEGA Transport B.V.'s insurance, if so desired the Client should take out additional transport insurance. The costs thereof are at the Client's expense.
- 7.10 All manipulations such as inspections, sampling, determining the tare weight, counting, weighing, measuring, etc. and taking into receipt under court expertise shall only be effected if explicitly prescribed by the Client and subject to reimbursement of the costs.

- 7.11 Regardless of the provisions in paragraph 10, the Freight Forwarder is entitled, but not obliged, on his own authority to take all measures, at the Client's expense and risk, that the Freight Forwarder deems to be in the Client's interests. Where possible, the Freight Forwarder shall consult with the Client in advance. If this is not possible, the Freight Forwarder shall take the measures it deems best in the Client's interests and shall inform the Client, as soon as reasonably possible, of the measures taken and the related costs.
- 7.12 The Freight Forwarder is not an expert with regard to the goods. The Freight Forwarder is therefore not liable for any loss arising from or connected with any specification of the Freight Forwarder with regard to the condition, nature or quality of the goods or with regard to correspondence with samples of the goods.

## **8. Complaints**

- 8.1 The Client must lodge a complaint regarding the performance of the contract, work, services or the invoice with MEGA Transport B.V. within 30 days after detection, but at latest within 30 days after the invoice date, in writing and stating the grounds.
- 8.2 If the term referred to in paragraph 1 has passed, all rights in this respect shall lapse.
- 8.3 MEGA Transport B.V. shall strive to handle a complaint as quickly as possible. In case of a complaint MEGA Transport B.V. can engage third parties to investigate the complaint. Should it turn out that the complaint is unfounded, MEGA Transport B.V. has the right to charge the costs of engaging third parties to the Client. Any rights of claim of the Client shall lapse if the Client does not sufficiently cooperate with the investigation referred to in this article.
- 8.4 If the complaint is valid, MEGA Transport B.V. has the option of modifying the invoice, rectification free of charge or carrying out the work again, or performing the contract again in whole or in part.

## **9. Liability**

- 9.1 With regard to the activities to which the industry terms and conditions referred to in Article 3 apply, MEGA Transport B.V.'s liability is determined by those industry terms and conditions. If neither the liability of MEGA Transport B.V. nor the scope of the loss has been demonstrated, MEGA Transport B.V. is not liable, unless the Client demonstrates that the loss was caused by breach of contract.
- 9.2 MEGA Transport B.V. is not liable for consequential loss consisting of, among others, but not limited to, business disruption, mooring fees and other expenses, loss of revenue due to whatever cause. The Client should, if so desired, take out insurance against this loss itself.
- 9.3 MEGA Transport B.V. is not liable for loss, consequential loss or costs which are the result of, or are caused by a human infectious disease:
- which has been declared or proclaimed an epidemic, or has been characterised as such by a government or the competent authority in a country; or
  - which has been declared or proclaimed a pandemic, or has been characterised as such by the World Health Organisation (WHO).
- 9.4 Nor is MEGA Transport B.V. liable for loss or costs directly or indirectly caused by, connected with or arising from the use or the operation, as a way to cause loss, of

any computer, computer system, computer software, malicious code, computer virus or process or any other electronic system.

- 9.5 Nor is MEGA Transport B.V. liable if the Client does not perform the obligations stated in Articles 6 and 7.
- 9.6 The Client is fully liable for any loss arising from failure in the method of making the shipment available as set out in Article 7. If the shipment is not offered in a proper manner, MEGA Transport B.V. is entitled to refuse the shipment. Consequently the contract between MEGA Transport B.V. and the Client shall be terminated, whereby MEGA Transport B.V. is entitled to compensation of the loss suffered by MEGA Transport B.V.. This loss is fixed in advance at a minimum of the agreed price that the Client is to pay MEGA Transport B.V., without prejudice to MEGA Transport B.V.'s right to claim additional compensation.
- 9.7 MEGA Transport B.V.'s liability is at all times and in all cases limited to a maximum of the amount for which it is insured.
- 9.8 MEGA Transport B.V. accepts no liability whatsoever for disputes with the Client.

## **10. Force majeure**

- 10.1 A failure in the performance of an obligation of MEGA Transport B.V. shall in any event not constitute a breach and shall not be for MEGA Transport B.V.'s risk in the event of, among others, but not limited to, a failure by or at MEGA Transport B.V.'s suppliers, sub-contractors and/or carriers, of fire, strike or lock-out, government measures, including export, import or transit prohibitions, cyber attacks, epidemics or pandemics, freezing or other weather conditions, traffic disruptions and all other circumstances which are of such nature that MEGA Transport B.V. can no longer be required to perform its obligations.
- 10.2 MEGA Transport B.V. also has the right to claim force majeure if the circumstance that prevents (further) performance arises after MEGA Transport B.V. should have performed its obligation.

## **11. Right of retention**

- 11.1 MEGA Transport B.V. is entitled with regard to any party to refuse to hand over any goods that MEGA Transport B.V. has in its possession belonging to its Client or that it holds on behalf of its Client, until the Client has performed all its obligations to MEGA Transport B.V.. If MEGA Transport B.V. loses possession of goods falling under this right of MEGA Transport B.V., MEGA Transport B.V. is entitled to claim these goods as if MEGA Transport B.V. were itself the owner. This right of retention can also be exercised in respect of everything that it is entitled to from previous contracts with the Client.
- 11.2 With regard to the activities to which the industry terms and conditions referred to in Article 3 apply, these apply in addition to MEGA Transport B.V.'s right of retention.

## **12. Rights of pledge**

- 12.1 All goods, documents and monies that MEGA Transport B.V. has or will have in its possession under whatever heading and for whatever use, serve as collateral for all claims that MEGA Transport B.V. has or might acquire on the Client.

12.2 In case of failure to pay the claim, the sale of the collateral shall take place in public, or by means of private sale, after the right to sell has arisen.

### **13. Indemnification**

13.1 MEGA Transport B.V. shall never have greater liability with regard to third parties for loss arising in the performance of the contract to which the General Conditions apply, than MEGA Transport B.V. would have with regard to the Client.

13.2 The Client indemnifies MEGA Transport B.V. against any further liability and in the Client's contracts with third parties shall, where possible, stipulate a corresponding exclusion of liability on behalf of MEGA Transport B.V. The Client is at all times and in all cases obliged to indemnify MEGA Transport B.V. against the claims of third parties referred to in Article 13(1).

13.3 This indemnification also applies with regard to employees of MEGA Transport B.V., or the third parties engaged by MEGA Transport B.V..

### **14. Joint and several liability**

14.1 If MEGA Transport B.V. makes a contract with two or more natural or legal persons, each of these (legal) persons is severally and jointly liable for the full performance of the obligations arising from such contract, on the understanding that if one person or legal person has effected full performance, the other(s) is (are) released from liability.

### **15. Termination**

15.1 If the Client is in breach of and/or remains in breach of the performance of any obligation to which it is subject with regard to MEGA Transport B.V., or in case of bankruptcy, moratorium on payment or liquidation, MEGA Transport B.V. has the right to terminate the Contract in whole or in part without further notice of default or judicial intervention.

15.2 In such cases MEGA Transport B.V. has the right, without any notice of default and without judicial intervention, to suspend the performance of the Contract or to terminate the Contract in whole or in part, at MEGA Transport B.V.'s election, without MEGA Transport B.V. being bound to pay any compensation, but without prejudice to its right to compensation for the loss that is the result of the breach and the suspension or termination. In the aforementioned cases, each claim that MEGA Transport B.V. has on the Client shall be due and payable immediately and in full.

### **16. Applicable law / arbitration in case of disputes**

16.1 Every contract between MEGA Transport B.V. and its contracting party is exclusively governed by Dutch law.

16.2 All disputes that might arise between MEGA Transport B.V. and its contracting party shall, with the exclusion of the ordinary courts, be decided at the highest instance by three arbitrators in conformity with the FENEX arbitration arrangement. The FENEX arbitration arrangement and the current rates of the arbitration procedure can be read and downloaded via the FENEX website. A dispute shall exist if one of the parties states that a dispute exists.

- 16.3 Without prejudice to the provisions in paragraph 2, MEGA Transport B.V. is free to present claims for monetary sums that are due and payable, and the validity of which has not been disputed in writing by the other party within four weeks after the invoice date, to the competent court in the district where MEGA Transport B.V. has its registered office. MEGA Transport B.V. is also free to present claims of an urgent nature in preliminary relief proceedings before the competent Dutch court in the district where MEGA Transport B.V. has its registered office .
- 16.4 The arbitration proceedings shall be decided by three arbitrators, unless none of the parties involved has presented a request to appoint arbitrators and the parties have together informed the FENEX administration in writing that they wish to have the arbitration decided by the arbitrator appointed by them jointly, with as appendix the written statement of the arbitrator appointed by them jointly, encompassing his/her acceptance of the appointment and the working and validity of the FENEX arbitration arrangement.
- 16.5 One of the arbitrators shall be appointed by the President or Vice-President of FENEX; the second shall be appointed by the Dean of the Bar Association of the district within which MEGA Transport B.V. has its registered office; the third shall be appointed by the two aforementioned arbitrators in consultation.
- 16.6 The President of FENEX shall appoint a person with expertise with regard to forwarding and logistics; the Dean of the Bar Association shall be requested to appoint a lawyer with expertise in forwarding and logistics; the third arbitrator shall preferably be a person with expertise with regard to the industry or business in which the Freight Forwarder's contracting party is active.
- 16.7 Where applicable, the arbitrators shall apply the provisions of international conventions of carriage, including, among others, the Convention on the Contract for the International Carriage of Goods by Road (CMR).