

### Additional Terms and Conditions Transvenlo

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| Applicable to       | Worldwide transport by road, rail, water or air. Upon placing of orders with Transvenlo, the customer automatically accepts and agrees to these Additional Terms and Conditions Transvenlo.  |
| General             | If on the quotation sheets terms and/or conditions, which are part of these “Additional Terms and Conditions Transvenlo”, are described differently, the terms and/or conditions which are mentioned on the quotation sheets prevail.  |
| Consignment details | All goods to be dispatched should be clearly displayed with all necessary information for correct transportation. This information should at least contain the following elements: <ul style="list-style-type: none"> <li>➤ Consignor name and address details</li> <li>➤ Consignee name and address details</li> <li>➤ Goods description</li> <li>➤ Number and type of packaging</li> <li>➤ Weight (incl. packing materials and packaging aid )</li> <li>➤ Symbols, as far as required and necessary</li> </ul>   |
| Hazardous goods     | Our rates exclude charges for ADR goods, unless otherwise stated in a written agreement. ADR goods should always meet the statutory requirements and may not be stacked during transportation. This service may affect the standard departure days and standard transit times.   |
| Proof of delivery   | Invoices will be send without signed proof of deliveries (POD’s). All POD’s can be found and downloaded from the Transvenlo website. When the customer requests for the POD’s to be send over on a frequent basis, for 10% or more of the shipments, Transvenlo will charge an additional fee of €10.00 per document.  |
| Cancellation costs  | In principle, stated, booked and scheduled loading space is charged as follows: <ul style="list-style-type: none"> <li>➤ If less volume is loaded, the stated and booked volume will be charged</li> <li>➤ If loads are cancelled after 12:00 hours <u>on the day before</u> loading, 100% of the total freight costs will be charged, according to art. 1111 of the Dutch Civil Code</li> <li>➤ If loads are cancelled <u>on the day of</u> loading, 100% of the total freight costs will be charged, according to art. 1111 of the Dutch Civil Code</li> </ul> |
| Commercial fines    | Transvenlo cannot be held liable for any commercial fines resulting from agreements or contractual provisions which have been agreed upon by the customer with its recipients and/or senders, unless explicitly stated otherwise in a written agreement.   |
| Payment terms       | The terms of payment are set as 15 days after invoice date.  |
| Order(s)            | Orders must be placed in writing or electronically (EDI, Internet or E-mail) before 12:00 (CET/CEST), no later than one working day before the loading date.   |

*Alle opdrachten, inclusief alle opdrachten in verband met het verrichten van fiscale en douaneformaliteiten, worden uitsluitend aanvaard als opdrachten tot het verrichten van expeditie werkzaamheden onder toepassing van de Nederlandse Expeditie voorwaarden, met uitzondering van overeengekomen opslag en daarmee verband houdende werkzaamheden welke uitsluitend onder toepassing van de FENEX Voorwaarden voor Logistieke Activiteiten zullen worden verricht. Voornoemde voorwaarden, waarvan de recentste versie toepasselijk zal zijn inclusief de arbitrale bedingen, zullen op eerste verzoek worden toegezonden, zijn verkrijgbaar via de griffie van de rechtbank te Rotterdam en kunnen worden gedownload, opgeslagen en afgedrukt via onze website ([http://www.transvenlo.com/index.php?option=com\\_content&view=article&id=25&Itemid=23&lang=nl](http://www.transvenlo.com/index.php?option=com_content&view=article&id=25&Itemid=23&lang=nl))*

Your written orders have to be as detailed as possible and must contain at least the following information:

- Consignors name and address details
- Consignee's name and address details
- Number and type of packages/packaging units of the total consignment
- Weight, measurements and load meters
- Reference number (for loading, unloading or invoicing)
- Any restrictions on loading/unloading at loading and/or unloading address

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| Fuel charge     | All transport rates exclude fuel surcharges, unless otherwise stated in a written agreement.   |
| BAF             | Bunker Adjustment Factor. Shipping companies can decide to apply this surcharge to compensate for the price fluctuations in the fuel costs relating to sea freight.  |
| CAF             | Currency Adjustment Factor. If (a part of) the cargo, is payable in foreign currency, and when these foreign currencies are subject to price fluctuations, a surcharge is applied to the exchange rate risks.  |
| Capacity        | Without having received concrete information in advance, specifying which volumes for which destinations will be assigned to Transvenlo in which time period, Transvenlo cannot guarantee any capacity.  |
| Transit times   | All quoted transit times are guideline transit times. No rights may be derived from these transit times. Guaranteed transit times can only be agreed in writing and will be charged with a specified fee. External causes which cannot be influenced by Transvenlo, such as congestion, strikes, customs clearance, length goods, delays at previous delivery address, etc. indemnify Transvenlo of guaranteed deliveries and guideline transit times. |
| Customs         | Our rates exclude tasks performed with regards to customs formalities, including but not limited to, clearance, declarations, etc.   |
| Island delivery | Our rates exclude charges for ferries, tolls (bridges) etc., unless otherwise stated in a written agreement. This service may affect the standard departure days and standard transit times.   |
| Pallet exchange | Euro pallets, Düsseldorf pallets, CHEP pallets, oneway pallets, gitter boxes or other types of packaging aid will not be exchanged, at either loading or unloading address, unless otherwise stated in a written agreement. If pallets have to be exchanged, this will have to be agreed on previously in writing and clearly mentioned on the transport order.  |

For consignments wherefore a written agreement has been made to apply pallet exchange, if possible, the correct amount of packaging aid (euro pallets) will be exchanged immediately at the moment of loading, in such a way that the balance for each individual shipment is zero. If the correct amount of packaging aid (euro pallets)

cannot be exchanged immediately at the moment of loading, the difference (deficit or surplus) will be registered in the pallet account. This pallet account, which will be shared with customer on a regular basis, will be the guideline which enables Transvenlo to monitor the pallet count. In consultation with the customer the due

amount of empty packaging aid (euro pallets) will be returned periodically to the loading address. If less or no packaging aid (euro pallets) is returned immediately at the unloading address, the difference will be offset against the balance between the customer and Transvenlo. Transvenlo can only collect empty packaging aid (euro pallets) for a specified fee.

Since packaging aid (euro pallets) is subject to wear and tear, Transvenlo will write off 10% of the packaging aid (euro pallets) by default. This means that for each 100 articles of packaging aid (euro pallets) loaded by Transvenlo, the same amount of 100 articles of packaging aid (euro pallets) will be returned. As long as a minimum of 90 (of these 100 ) articles of packaging aid (euro pallets) comply with the prescribed standards, all 100 articles of packaging aid (euro pallets) have to be accepted and registered in the pallet account as a discharge of 100 articles of packaging aid (euro pallets). In case 10 (10%) or more articles of packaging aid (euro pallets) do not meet the prescribed standards, the customer has to sort out and return these specific articles of packaging aid (euro pallets) immediately at the moment of unloading. In such cases, only the amount of accepted packaging aid (euro pallets) will be registered as discharged in the pallet account.

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| Invoicing       | All invoices will be send delivered digitally, without any (possible) customer service related documents, unless otherwise stated in a written agreement. For all paper invoices to be send by post a fee of €10,00 per invoice, excluding additional documents, will be charged.   |
| Invoice queries | Comments or questions regarding our invoices must be communicated to Transvenlo within 5 (five) working days after invoice date.  |
| Public holidays | (Inter)national public holidays may affect the standard departure days and standard transit times.  |
| Confidentiality | All parties are obliged to observe secrecy in respect of all confidential information which they obtain from each other, or from other sources, in the context of the agreement, regardless of whether this is written or verbal information and irrespective of the person(s) who provided it. Information is considered to be confidential if it was communicated by the other party or if this ensues from the nature of the information. This remains in force until 1 (one) year after the termination of the cooperation by either party. |
| Validity        | Our quotations are valid for a period of 30 calendar days, unless otherwise stated in a written agreement, and based upon the same market conditions at the time the offer was made.  |
| Second delivery | If Transvenlo or one of its partners is unable to deliver a shipment at the requested day or time window, without its fault, the shipment will be offered a second time at  |

*Alle opdrachten, inclusief alle opdrachten in verband met het verrichten van fiscale en douaneformaliteiten, worden uitsluitend aanvaard als opdrachten tot het verrichten van expeditie werkzaamheden onder toepassing van de Nederlandse Expeditie voorwaarden, met uitzondering van overeengekomen opslag en daarmee verband houdende werkzaamheden welke uitsluitend onder toepassing van de FENEX Voorwaarden voor Logistieke Activiteiten zullen worden verricht. Voornoemde voorwaarden, waarvan de recentste versie toepasselijk zal zijn inclusief de arbitrale bedingen, zullen op eerste verzoek worden toegezonden, zijn verkrijgbaar via de griffie van de rechtbank te Rotterdam en kunnen worden gedownload, opgeslagen en afgedrukt via onze website ([http://www.transvenlo.com/index.php?option=com\\_content&view=article&id=25&Itemid=23&lang=nl](http://www.transvenlo.com/index.php?option=com_content&view=article&id=25&Itemid=23&lang=nl))*

the same address. This will be done immediately, during the standard loading and unloading times. The customer will be informed within 24 hours and an additional fee of 100% of the regular freight rate will be charged.

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| Collection costs     | Any collection costs incurred due to exceedance of the payment terms agreed upon are always entirely borne by the customer. Commercial interest is owed upon the first day an amount becomes overdue.   |
| Addresses            | All loading and unloading addresses must be easily accessible for an (international) lorry. International lorries are not equipped with loading and unloading facilities; these must be present and available at the loading and unloading locations.   |
| Tail lift            | Our rates exclude tail lift charges. This service may affect the standard departure days and standard transit times. Requirements for a pickup or delivery with tail lift have to be clearly stated on the written order.   |
| (Un)loading times    | Our rates are based on loading and unloading times within the time window of 08:00 and 17:00 hours. Costs for timed pick-ups or deliveries are not included, unless otherwise stated in a written agreement.  |
| Length goods         | A charge will apply to orders consisting of at least one package measuring 3 meters or more in length. The maximum length per collo is 6 meters. These orders may affect the regular departure days and regular transit times.  |
| Limited Quantities   | No surcharge will be applied for goods qualified as "Limited Quantities" wherefore the transportation only occurs over land. Goods qualified as Limited Quantities wherefore (part of the) transportation occurs over water, a surcharge applies (IMDG). The customer is obliged to provide Transvenlo with all asked information needed to arranged correct transportation.  |
| Marpol/SECA          | This surcharge, which applies from 19 June 2006, 21 November 2007 and 1 January 2015 respectively, is not included in our rates, unless otherwise stated in a written agreement. The Marpol surcharge relates to cargo shipping in the Baltic and the North Sea and is intended to limit emissions by ships. In concrete terms, this means that only fuel with a low sulphuric acid content is allowed, which is more expensive than "ordinary" fuel. |
| Maut                 | All rates exclude the European toll known as "Maut", unless otherwise stated in a written agreement.  |
| Minimum/maximum      | Where applicable, the maximum of the preceding rate scale is equal to the minimum of the following rate scale.  |
| New taxes            | Reservations are being made for changes in applicable laws and legislation, including supranational EU legislation. Changes being imposed during the calendar year will be passed on with immediate effect.   |
| Storage (conditions) | In case goods have to be stored between collection and delivery, storage will be at customers' risk and expenses.   |

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**Customer** Any legal entity or natural person that is assigning Transvenlo with (an) order(s) to transport their goods.

**Partner(s)** Customers and customers affiliates are forbidden to contact (in)directly or do business (in)directly with partner(s) of Transvenlo. This prohibition shall remain in force until one (1) year after the termination of the cooperation by either party.

**Product(s)** For road transport Transvenlo offers roughly 3 kind of products:

| Product(s) | Euro pallet places<br>120x80x180/240 | Block pallet places<br>120x100x180/240 | Payable weight<br>in Kg |
|------------|--------------------------------------|--|-------------------------|
| Groupage   | 1 - 5                                | 1 - 4                                  | < 3,600                 |
| LTL        | 6 - 25                               | 5 - 20                                 | 3,601 - 18,000          |
| FTL        | 26 - 33                              | 21 - 26                                | 18,001 – 25,000         |

Due to the dimensions/sizes of the distribution vehicles, the pallet height in the groupage segment is limited to 180 cm, incl. loading tools. If loose colli will be loaded and the minimal weight is 25 kg, the client is obliged to load this carton/collo on a pallet. In these cases the number of pallets will be charged

**Cash on delivery** Transvenlo will not perform any cash on delivery shipments.

**Return shipments** In the event of any direct refusals or returns, not caused by fault of Transvenlo, a fee of 100% of the original transport rate will be charged. Transvenlo will determine when the return shipment will take place, in view of earlier scheduled return cargo. All extra costs of temporary storage and/or extra transport to and from a temporary storage location will be borne by the customer.

**Driving bans** (Inter)national driving bans may affect the standard departure days and the standard transit times. Driving bans are imposed by government(s) and therefore cannot be affected or influenced by Transvenlo.

**Damaging** All orders to be shipped consists, in principle, of dry, harmless merchandise that is reliably packaged, unless otherwise stated in a written agreement. Goods subject to duty are prohibited and will not be processed by Transvenlo. Transvenlo rejects all liability with regards to duty collections that may apply to the goods. Goods not adequately packaged can be refused transport. The packaging must be sufficiently robust to withstand movements during transport, loading, unloading or transfers. Any damaging resulting from improper packaging is for risk of the customer. Damage claims will always be settled in accordance with the Transvenlo damage procedure and will be forwarded to the relevant contractor(s). Transvenlo will assist the customer at the customer's risk and expense, in submitting claims against these contractor(s) or mediate between parties. It is legally not allowed to offset outstanding amounts and/or invoices concerning damaging against outstanding freight invoices of Transvenlo, unless otherwise stated in a written agreement.

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| City Distribution | Our rates exclude charges for city-center deliveries, unless otherwise stated in a written agreement. This service may affect the standard departure days and standard transit times.  |
| Stackable         | A pallet is stackable, if it is possible and permissible, to load two similar pallets at the same moment on top of each other, without causing an increased risk of harm during transport and handling of the pallets.   |
| Rates             | All rates are non-binding and subject to printing or/and typing errors in euro (€), excluding VAT and excluding other government levies, unless otherwise stated in a written agreement. Our rates are based on the statistics of a representative period provided by the customer. If it turns out actual volumes, sizes/dimensions/weight ratios, destinations, frequencies, etc. deviate by at least 5%, during a 1 (one) month period, Transvenlo reserves the right to adjust the rates with immediate effect. All agreed rates are valid until December 31st of the year the offer is issued unless otherwise stated in a written agreement. Transvenlo reserves the right to adjust rates during the year in the event of extreme external circumstances (such as extreme weather conditions and pandemics) over which we have no control as a company. |
| Time windows      | Our rates exclude charges for time window pick-ups or deliveries, unless otherwise stated in a written agreement. When time window surcharges are applicable it cannot be guaranteed the goods will be collected or delivered within the time window limitation(s). Transvenlo cannot be held liable and responsible for any (in) direct costs resulting from a delayed delivery or collection.  |
| Freight document  | The consignor is obliged to provide the driver with a valid, truthfully completed transport document (consignment note, CMR), which must be signed by the driver.  |
| Insurance         | Our rates exclude insurance costs, unless otherwise stated in a written agreement. Transvenlo advises to insure valuable goods. On request, Transvenlo can arrange for an additional insurance for a particular shipment.  |
| Waiting time      | Our rates include the following periods for loading or unloading;  |

| # minutes | Euro pallets | Block pallets | Payable weight in Kg |
|-----------|--------------|---------------|----------------------|
| 15        | 1 - 5        | 1 - 4         | < 3,600              |
| 30        | 6 - 10       | 5 - 8         | 3,601 - 7,200        |
| 60        | 11 - 15      | 9 - 12        | 7,201 - 10,800       |
| 90        | 16 - 30      | 13 - 24       | 10,801 - 21,600      |
| 120       | 31 - 33      | 25 - 26       | 21,601 - 25,000      |

After exceeding these periods, a fee of €15.00 excluding VAT will be charged per additional 15 minutes, rounded up in increments of 15 minutes.

Volume standard       $1\text{M}^3 = 315 \text{ kg}$   
1 load meter =  $5.7 \text{ M}^3 = 1,800 \text{ kg}$   
1 (Euro)pallet =  $120 \times 80 \text{ cm}$  (floor sizes) = 0.4 load meter =  $720 \text{ kg} = 2.3 \text{ M}^3$   
1 (block)pallet =  $120 \times 100 \text{ cm}$  (floor sizes) = 0.5 load meter =  $900 \text{ kg} = 2.85 \text{ M}^3$   
1 Full Truck Load (FTL) = 13.6 load meter =  $24,480 \text{ kg}$ .

When kilogram rates are applicable, the weights for calculation will be rounded to hundreds. In case the maximum weight for a scale is exceeded, the next scale will automatically be charged. The highest weight of the actual or the volume weight in cubic meters x 315 kg or load meters x 1,800 kg, will be used to calculate the correct freight rate.

In case of pallet shipments the next example is applicable: if, in the case of a euro pallet scale, a euro pallet is heavier than the 720 kg indicated, the rate applicable to two euro pallets will automatically be charged. The same applies to the number of  $\text{M}^3$ , load meters, kilograms, etc.

Weekend surcharge      Our rates exclude surcharges for weekend services, unless otherwise stated in a written agreement.

Sun- and holidays      Due to the cross-border nature of our services we have a close cooperation with a various number of partners throughout Europe, including their drivers. As a result international public holidays may affect the standard transit times.

Transvenlo      The private company with limited liability Transvenlo B.V. located at Noorderpoort 9c, 5916 PJ Venlo, registered at the Chamber of Commerce for Limburg by reference 12043685.