

GENERAL TERMS AND CONDITIONS FOR SERVICES OF CARGO PLOT B.V., supplement to general FENEX freight forwarding terms

ARTICLE 1 DEFINITIONS

1.1 In these GTC, the following definitions shall be used whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

Agreement: the agreement between Cargoplot and Shipper concerning the provision of the Services by Cargoplot which includes and incorporates the Order Form and these GTC, including all appendices, subsequent amendment thereof and/or addenda thereto.

Article: an article of these GTC;

Cargo: the cargo as set out on the Order Form, which is the subject of the Shipping Agreement;

Cargoplot: Cargoplot B.V., the private company with limited liability, incorporated and existing under Dutch law, with its registered office and official address at (1062 HG) Amsterdam at Koninging Wilhelminaplein 1, the Netherlands, registered with the Dutch chamber of commerce under number 77768817;

Confidential Information: the Agreement as well as all information furnished by a Party to the other in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information;

Consumer: a Shipper, being a natural person not acting in the course of a profession or business;

Force Majeure: shall be understood to mean circumstances which entirely or partly prevent Cargoplot from the performance of its obligations under the Agreement and which are outside the control of Cargoplot or which circumstances are not attributable to Cargoplot and qualify as a force majeure event (*in Dutch: overmacht*);

Fee: the fee payable by Shipper to Cargoplot for the provision of the Services;

Forwarder: the legal entity (this may be a freight forwarder (*in Dutch: vrachtovervoerder*) or a forwarding agent (*in Dutch: expediteur*) which is connected with Shipper by Cargoplot for shipment of the Cargo;

GTC: the underlying "General Terms and Conditions of Services of Cargoplot B.V.";

Offer: an offer made by a Forwarder and communicated by Cargoplot to Shipper regarding the shipment of the Cargo via an online process (via the Cargoplot website or via e-mail);

Order Form: any online or written order form for purchasing the Service, submitted by Shipper either during an online order process (via the Cargoplot website or via e-mail);

Parties: Cargoplot and Shipper together;

Party: Cargoplot and Shipper individually;

Services: the intermediary services to be performed by Cargoplot under the Agreement;

Shipper: the natural person or the legal entity, as set out in the Order Form;

Shipping Agreement: the agreement between Shipper and Forwarder for the transportation or expedition of the Cargo;

Shipping Agreement Price: the price for the transportation and/or expedition services, as set out in the Shipping Agreement.

1.2 References to words denoting any gender shall include all genders.

1.3 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.4 References to the Parties include their respective successors in title and permitted assigns.

1.5 In these GTC the term 'in writing' or 'written' includes by regular post, e-mail and any other electronic communication device customary in the market.

1.6 Terms and expressions of law and of legal concepts as used in these GTC have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

ARTICLE 2 APPLICABILITY GTC

2.0 These GTC apply to all Order Forms, Agreements and related legal acts of the Parties.

2.1 The applicability of Shippers general purchase or other conditions is hereby expressly rejected.

2.2 These GTC do not derogate from Cargoplot's statutory and common law rights, but are in addition thereto.

2.3 In the event of any contradictions between these GTC and the Agreement, the terms of the Agreement shall prevail.

ARTICLE 3 ORDER FORM AND CONCLUSION OF AGREEMENT

3.0 The Agreement is concluded by the submission of the Order Form, including acceptance of these GTC.

3.1 The data on the Order Form shall be binding upon Shipper.

3.2 Shipper cannot derive any rights from oral commitments of Cargoplot, unless and to the extent those are confirmed in writing by Cargoplot.

ARTICLE 4 OFFER AND CONCLUSION OF SHIPPING AGREEMENT

4.0 Offers are non-binding and valid for the term as set out therein.

4.1 An Offer is based on the measurements, weights, dimensions, capacities, as indicated by Shipper on the Order Form. Forwarder may increase the Shipping Agreement Price and/or change the terms of the Shipping Agreement if the data on the Order Form appears to be incorrect. Cargoplot shall not be liable in case of any of such Shipping Agreement Price increase and/or change of terms.

4.2 A written acceptance or acceptance in the (web)application of an Offer by Shipper or on behalf of Shipper by Cargoplot, constitutes a Shipping Agreement between Shipper and Forwarder.

4.3 The Shipping Agreement shall be governed by the terms and conditions of Forwarder. Cargoplot is not a party to the Shipping Agreement.

ARTICLE 5 LEGAL QUALIFICATION OF CARGO PLOT

Cargoplot acts as intermediary (within the meaning of article 7:425 et seq. of the Dutch Civil Code (*in Dutch: Burgerlijk Wetboek*)) and does not provide transportation services or act in any way as a carrier, forwarding agent, freight forwarder, shipper association, or any (other) logistics service provider or similar concept under any law, convention or regulation.

ARTICLE 6 FEE AND PAYMENT

6.0 As a consideration for the Services Shipper shall pay Cargoplot the Fee. The Fee shall be invoiced by Cargoplot after Shipper accepted the Offer in accordance with **Article 4.3**.

6.1 If the Shipping Agreement is not executed for any reason attributable to Shipper, the Fee is still payable in accordance with the provisions of this **Article 6**. If the Shipping Agreement is not executed for any reason attributable to Forwarder, Shipper shall not be obliged to pay the Fee.

6.2 Shipper shall pay the Fee before receipt of the ownership documents of the Cargo.

6.3 Payment(s) must be made in euro.

6.4 Any exchange rate converting foreign currencies to Euro denomination includes a 5% markup against the ECB rate at the date of invoicing.

6.5 Payments by Shipper made to Cargoplot shall be made in full, without discount withholding, set-off or counterclaim and is primarily meant to settle the costs owed, then interest, and then will be deducted from the oldest outstanding claim, even if Shipper indicates that the payment refers to a later invoice. The right of set-off does apply to a Consumer.

6.6 In the event that Shipper fails to timely fulfil its payment obligations, Shipper shall be in default by operation of law. Cargoplot will give a Consumer a term of at least 14 (fourteen) days to settle the payment upon the aforementioned reminder before the Consumer shall be in default.

6.7 Shipper who is in default, owes an interest charge equal to the statutory interest rate on the amount due and payable. shall be in addition to and not in lieu of any other rights and remedies Cargoplot may have at law or in

equity for such default.

6.8 Complaints concerning invoices must be made within 8 (eight) days after the receipt of the respective invoice. Contestation of the amount of the statements of expenses shall not suspend the fulfillment of Shipper's payment obligation. Contrary to the foregoing, in the event of contestation, a Consumer shall be entitled to suspend payment, provided that the amount to be suspended is in reasonable proportion to the contestation of the amount of the statements.

6.9 All judicial and extrajudicial costs related to the enforcement and collection of payments due by Shipper to Cargoplot and not received in time, shall be borne by Shipper. With regard to Consumers, the extrajudicial collection costs will be calculated and charged pro rata in accordance with the law.

6.10 In the event that: (a) Shipper's company is wound up; (b) the 'Wet Schuldsanering Natuurlijke Personen' (WSNP) is declared applicable (in case of a sole proprietorship or a Consumer); (c) the owner of Shipper or Shipper dies (in case of a sole proprietorship or a Consumer); (d) the owner of Shipper is placed under conservatorship (in case of a sole proprietorship or a Consumer); (e) Shipper's company is attached; (f) Shipper or its company is declared bankrupt; and/or (g) a suspension of payment is granted to the company of Shipper; Cargoplot's payment claims against Shipper shall forthwith become due on Cargoplot's first demand.

6.11 Shipper, not being a Consumer, is only entitled to set-off or retention if Shipper's counterclaims are legally established, undisputed or recognised by Cargoplot. Furthermore, Shipper is only entitled to rights of retention in relation to the Agreement under which the counterclaim exists.

ARTICLE 7 WARRANTY

7.0 The provisions of this **Article 7** apply to a Consumer to the extent permitted by law.

7.1 Unless explicitly agreed upon otherwise in the Agreement, Cargoplot shall not provide any warranty to Shipper with respect to the Services to be provided other than that the Services shall be provided with care to the best of its abilities and with professional skill and workmanship. Unless otherwise agreed in writing a delivery term is not fixed.

7.2 To the extent permitted by law, the warranty as laid down in this **Article 7** is in lieu of all other warranties, legal, express or implied, including but not limited to any guarantees of merchantability or fitness for a particular purpose or against infringement, all of which are hereby expressly disclaimed.

ARTICLE 8 RESPONSIBILITIES AND LIABILITY

8.0 Cargoplot has no responsibility or liability for any services provided to Shipper by Forwarder and Forwarder is responsible and liable for (any damages occurring from) the execution of the Shipping Agreement. In addition, Cargoplot accepts no liability for disputes between Shipper and Forwarder.

8.1 Cargoplot's accountability and responsibility are limited to the fulfilment of the warranty obligations described in **Article 7**, with due observance of the following. Cargoplot's liability for direct damages shall at all times be limited to: a) the Fee Shipper was obliged to pay for the Services which specifically and directly caused the direct damage (exclusive VAT); or b) if the damage is covered by Cargoplot's commercial liability insurance, the amount actually paid out by the insurer.

8.2 Apart from intention or gross negligence on the part of Cargoplot, Cargoplot shall not be liable for indirect, material or immaterial damage, including but not limited to the following: loss of profits, consequential damages, lost savings and damage due to business stagnation.

8.3 Shipper must address Cargoplot in writing within 6 (six) months at the latest after Shipper has become aware or could have become aware of the damage he has suffered. Contrary to the above, a period of 1 (one) year applies to a Consumer.

8.4 The limitations of liability included in this **Article 8** only applies to a

Consumer to the extent permitted by law and does not apply if the damage is due to intent and/or gross negligence on the part of Cargoplot or if mandatory legal provisions dictate otherwise.

ARTICLE 9 FORCE MAJEURE

9.0 Cargoplot shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever which is not within its reasonable control and which amounts to an act of Force Majeure.

9.1 If the Force Majeure continues for a period of more than 2 (two) consecutive weeks, then either Party shall be entitled to terminate the Agreement by written notice to the other Party.

ARTICLE 10 INTELLECTUAL PROPERTY

Without prejudice to other stipulations of these GTC, Cargoplot shall retain all intellectual property rights with regard to the Services and in any of its websites, materials provided and specifications and electronic files contained within these, unless these rights pertain to third parties.

ARTICLE 11 CONFIDENTIALITY

11.0 Neither Party will disclose to any third party any Confidential Information of the other Party, without the prior written consent of the other Party.

11.1 For the performance of the Services it is agreed upon by Shipper that Cargoplot may share the data as set out on the Order Form with the (potential) Forwarder.

ARTICLE 12 ASSIGNMENT AND SUBCONTRACTING

Cargoplot is at all times entitled to assign all or part of its rights and/or obligations under the Agreement to an affiliated company or third party after prior written notice thereof to Shipper. However, contrary to the foregoing in that case a Consumer has the right to dissolve the Agreement.

ARTICLE 13 DATA

The Parties shall at all times comply with any obligations under Dutch laws regarding data protection and any other relevant (national, European and international) data protection regulations (the **Privacy Laws**) that are applicable to the execution of the Agreement. Both Parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iii) notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy Laws.

ARTICLE 14 TERM AND TERMINATION

14.0 The Agreement shall remain in full force and effect until the Services are completed, unless terminated earlier in accordance with the provisions of this **Article 14**. The Services are deemed completed at the moment the Shipping Agreement is concluded.

14.1 The Agreement may be terminated at any time by Shipper by written notice, provided that in that case Cargoplot is entitled to invoice to Shipper any costs already made for the provision of the Services.

14.2 The Agreement may be terminated at any time by Cargoplot with immediate effect by written notice to Shipper, without any notice of default (*in Dutch: ingebrekestelling*) being required and without having any liability to pay damages or any other form of compensation to Shipper, in the event that:

14.2.0 Shipper is subject to a moratorium of payment (*in Dutch: surseance van betaling*), is declared bankrupt or has reached agreement on a settlement of its debts with its creditors;

14.2.1 Shipper passes a resolution for its winding-up, a court or competent jurisdiction makes an order for the Service Provider's winding up, is dissolved or is subject to any legal division (*in Dutch: juridische splitsing*) or legal merger (*in*

Dutch: juridische fusie).

ARTICLE 15 Utilization of the Sprinque Services

Sprinque is the technology partner that enables us to offer you access to the Pay by Invoice payment option. If you are approved to Pay by Invoice, that payment option will be available to you in the checkout. If you select to use the Pay by Invoice payment option you agree to all of these Terms of Use:

1. Sprinque is solely responsible for providing the Pay by Invoice service to Cargoplot B.V.. All product liabilities, support for the goods and services, etc. remain with Cargoplot B.V. and Sprinque shall not be held liable for any defects in the product or delivery of the services.
2. If you select to use the Pay by Invoice payment option, Cargoplot B.V. will sell the receivable and transfer the debt of that transaction to Sprinque. You hereby agree with this sale and transfer. After the sale and transfer of your receivable, your payment obligation will be to Sprinque, who will follow up with you via free messages and reminders according to our agreed reminder interval in order for the payment to be made in time. Sprinque shall be entitled to collect the debt. If you are in default of the payment obligation towards Sprinque, Sprinque may use third parties for the collection of the debt.
3. Be advised, the final invoice and reminders you will receive will reflect Sprinque as the recipient of the payment for your transaction with Cargoplot B.V..

ARTICLE 16 MISCELLANEOUS

16.0 If one or more of the provisions of these GTC should prove to be void or if for any reason whatsoever its performance cannot be demanded, the remaining provisions of these GTC shall remain in force and the Parties shall consult with one another to find an appropriate solution.

16.1 A failure by Cargoplot to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or by law by Cargoplot prevents further exercise of that right or remedy or the exercise of another right or remedy.

16.2 These GTC, the Order Form, Agreement and all obligations arising therefrom shall be solely governed by Dutch Law.

16.3 All disputes arising from or in connection with these GTC or the Agreement shall in the first instance be solely decided by the courts of Amsterdam, the Netherlands. Notwithstanding the foregoing, a Consumer may always choose to submit the dispute to the legally competent court in its district.