

APC Handling B.V. GENERAL CONDITIONS

filed at the Chamber of Commerce at Amsterdam 03-03-2023 under no.858856426

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 APC Handling' offer is addressed and/or the party entering into a contract with APC Handling;
- c) General Conditions: These general terms and conditions of APC Handling
- d) APC Handling: APC Handling B.V., a private company with limited liability incorporated under the laws of the Netherlands, having its official seat in Aalsmeer, the Netherlands and its registered office in Aalsmeer, the Netherlands, at (1432 JH) Noordpolderweg 13, and being registered with the Dutch Trade Register of the Chamber of Commerce under number 858856426;
- 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 APC Handling B.V.'s offers and to all agreements entered into by APC Handling all other (legal) actions by APC Handling 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 APC Handling and are hereby explicitly rejected by APC Handling.
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 APC Handling 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 APC Handling 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 APC Handling 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 APC Handling under normal circumstances and during normal working hours, unless stated otherwise.
4. The agreement comes into being immediately as soon as APC Handling 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 APC Handling are not binding on APC Handling until confirmed in writing by APC Handling.

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 APC Handling 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, APC Handling may increase the agreed price accordingly, irrespective of whether or not that has already been agreed.
3. If APC Handling performs any variations to the agreement, the costs involved will be for the Customer's account.
4. Variations are any work carried out by APC Handling, 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 APC Handling 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. APC Handling 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 APC Handling 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 APC Handling. If the Customer fails to pay within the agreed period he shall be deemed to be in default and APC Handling 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 APC Handling as the result of the Customer's failure to comply with any obligation towards APC Handling 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 APC Handling 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, APC Handling 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 APC Handling possession in good time. The Customer is liable for all delays, costs and all losses resulting from such delays to APC Handling and shall indemnify APC Handling 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 APC Handling accordance with the Agreement, or if Buyer does not fulfil its obligations in any other way, APC Handling 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, APC Handling is entitled to terminate the agreement with immediate effect and without any obligation to any form of compensation to the Customer.
3. APC Handling is not liable for damage caused by APC Handling as a result of incorrect and/or incomplete data and information provided by the Customer.
4. APC Handling is free in the manner of performance of the contract, unless agreed otherwise in writing. APC Handling may bring in third parties for the performance of the agreement without having to consult the Customer in advance. APC Handling shall be entitled to use third party services for the execution of the agreement. APC Handling 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 APC Handling, 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 APC Handling, shall be performed at the expense and the risk of the Customer.
3. APC Handling 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 APC Handling 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. APC Handling 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, APC Handling 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 APC Handling business, interference from legal provisions, official restrictions and any other circumstance preventing performance that is not solely dependent on APC Handling 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, APC Handling 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. APC Handling 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 APC Handling. APC Handling is not liable for loss resulting from a wilful act or gross negligence by parties other than its subordinates.
3. APC Handling' 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) APC Handling 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 APC Handling' sites, in or on APC Handling 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 APC Handling APC Handling accepts no liability whatsoever for bodily injury or material damage.

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5. Any claim against APC Handling 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 APC Handling shall lapse.
6. Subject to the Rules mentioned in article 3 in any event all claims against APC Handling 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 APC Handling to APC Handling' personnel or to third parties brought in through APC Handling 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 APC Handling APC Handling' personnel or the third parties brought in through APC Handling

Article 11– Indemnification

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

Article 12 – Right of retention and lien

1. APC Handling 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. APC Handling may also exercise that right for what it is owed by the Customer under previous and subsequent agreements. APC Handling 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 APC Handling for whatever reason and for whatever purpose shall serve APC Handling 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

APC Handling 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 APC Handling. This clause has effect under property-law ("*goederenrechtelijke werking*") and is binding on third parties.

Article 14 – Anti-corruption and bribery

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1. The Customer acknowledges that APC Handling is committed to eliminating all risks of bribery and corruption in its service chain.
2. The Customer acknowledges and agrees that APC Handling 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 APC Handling 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 APC Handling.
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 APC Handling, has not taken, and will not take, in the name of, for the account of or on behalf of APC Handling 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 APC Handling; and
 - e. from time to time, at the reasonable request of APC Handling, 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 APC Handling 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 APC Handling 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 APC Handling for an audit to be performed by a recognised independent accounting firm designated by APC Handling to the extent relevant to that breach. The auditor shall only provide APC Handling with information obtained from such review that relates to the possible breach. The costs of such audit shall be borne by APC Handling 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

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in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

Article 16 - Applicable law and dispute resolution

1. These General Conditions, all agreements between APC Handling 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. APC Handling reserves the right to change these General Conditions at any time. The most recently filed version shall always apply.