

GENERAL TERMS AND CONDITIONS OF ERIC MATTHEEUWS UK LIMITED

PART I: GENERAL PROVISIONS

1. These terms and conditions govern all professional relations between ERIC MATTHEEUWS UK LIMITED (company number 02557618) and its contracting parties.

1.1 These Terms and Conditions are made up of the following:

- (a) These Conditions
- (b) The RHA Conditions

1.2 If there is any conflict or ambiguity between the terms of the documents listed in clause 1.1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

Unless otherwise expressly agreed in writing by ERIC MATTHEEUWS, these terms and conditions take precedence over any other terms and conditions of contracting parties, regardless of when they are made known.

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms and Conditions. If any provision or part-provision of these Terms and Conditions is deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

2. Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions.

CMR: the Convention on the Contract for the International Carriage of Goods by Road.

Customer: the person or firm who purchases Services from the Supplier.

Customer Personal Data: any personal data which ERIC MATTHEEUWS processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Data Protection Laws: means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated, or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which either party is subject, including (i) the UK Data Protection Act 2018, (ii) the General Data Protection Regulation (EU) 2016/679 as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, (iii) the Privacy

and Electronic Communications (EC Directive) Regulations 2003; and (b) any code of practice or guidance published by the UK Information Commissioner's Office (or equivalent regulatory body) from time to time.

Eric Mattheeuws: Eric Mattheeuws UK Limited registered in England and Wales with company number 02557618.

RHA Conditions: means either the latest edition of the Conditions of Carriage or the Conditions of Storage (as applicable to the services being provided) of the Road Haulage Association Limited.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

3. Depending on the specific services ordered by a Customer, one or more of the parts of these general terms and conditions shall apply.

Part I always applies.

Part II shall apply insofar as ERIC MATTHEEUWS acts as a carrier for its Customer. ERIC MATTHEEUWS UK LIMITED shall be deemed to act as a carrier insofar as it has undertaken to carry out the carriage itself.

Part III shall apply to the extent ERIC MATTHEEUWS is required to hold any goods, whether before or after a transport, or separately from any transport.

If several parts are applicable at the same time to the order carried out by ERIC MATTHEEUWS, the article that is most advantageous to ERIC MATTHEEUWS shall apply if several articles regulate the same matter.

4. Lien.

1. ERIC MATTHEEUWS shall be entitled to exercise a lien on all material and/or goods which it dispatches, transports, stores, or has in any way in its possession, to cover all sums due to ERIC MATTHEEUWS by the Customer. These rights extend to the principal sum, interest, damages and any costs.
2. Insofar as these rights were exercised, and the goods were released by ERIC MATTHEEUWS, but were not collected by the contracting party or no further arrangements were made regarding them within 90 days after the release, ERIC MATTHEEUWS shall have the possibility to sell these goods, and this in any way and without the Customer being entitled to any compensation or interest.
3. Insofar as the amounts due are fixed and are not disputed, these rights shall cease to exist as soon as ERIC MATTHEEUWS has been compensated in full, or as soon as the Customer has provided sufficient securities amounting to the full amount to be compensated.
4. Insofar as the rights are disputed or cannot be precisely estimated, these rights shall cease to exist as soon as the Customer has provided sufficient securities for the amount claimed by ERIC MATTHEEUWS and the Customer has undertaken to pay the amounts claimed within a certain

period of time, once these have been established.

5. Set-off.

1. ERIC MATTHEEUWS may, at any time, set off any liability of ERIC MATTHEEUWS to the Customer against any liability of the Customer to ERIC MATTHEEUWS UK LIMITED, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. This right shall in no way be affected by the notification or service of an insolvency, transfer of debt, any form of attachment of debt or any concurrence.
2. If the Customer wishes to engage a factoring company, they undertake to inform this factoring company of the existence of this right to debt setoff or novation. The Customer undertakes to indemnify ERIC MATTHEEUWS against any claim brought by the factoring company engaged in connection with debt setoff or novation.

6. Customer insolvency.

1. If confidence in the creditworthiness of the Customer is shaken by acts against the contracting party and/or other identifiable other events, which call into question and/or make impossible the confidence in the proper performance of the commitments entered into by the contracting party,
2. ERIC MATTHEEUWS reserves the right, even after partial performance of the contract, to suspend all or part of the contract in order to obtain adequate securities from the Customer. If the contracting party refuses to do so, ERIC MATTHEEUWS has the right to cancel the order in part or in full.
3. The confidence will be shaken if the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors or its financial position deteriorates to such an extent that in ERIC MATTHEEUWS' opinion the Customer's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.
4. All amounts outstanding by the Customer at the time of insolvency will become immediately due and payable.

7. Charges and payment.

1. Unless otherwise expressly agreed in writing by the parties, invoices shall always be payable no later than the due date indicated on the invoice without discount. The Customer is obliged to pay the agreed price, even if the Customer has requested ERIC MATTHEEUWS to collect the price from a third party.
2. Losses due to exchange rate fluctuations shall be borne by the Customer.
3. If the Customer fails to make a payment due to ERIC MATTHEEUWS under the contract by the due date, then, without limiting the ERIC MATTHEEUWS's remedies under clause 6, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is

below 0%.

4. The Customer shall notify ERIC MATTHEEUWS in writing of any dispute in relation to an invoice within eight (8) days from the date of the invoice. If the Customer fails to notify ERIC MATTHEEUWS of a dispute within this period, the invoice shall be deemed accepted by the Customer and the Customer shall be precluded from subsequently disputing the invoice. This clause shall not affect the Customer's statutory rights in the case of manifest error or fraud.

8. Customer orders.

1. All orders shall be communicated to ERIC MATTHEEUWS at least 48 hours in advance by e-mail or fax.
2. If orders are communicated only later than 48 hours prior to dispatch/transport/storage, ERIC MATTHEEUWS cannot be held liable in any way for any resulting damage.
3. The client is obliged to provide adequate information about the activity to be planned. This includes full identity of the recipient, contact details, relevant telephone numbers, correct delivery addresses and all information relevant to Part II and III of these Terms and Conditions.
4. In the event that the Customer provides ERIC MATTHEEUWS with any incorrect or incomplete information, ERIC MATTHEEUWS shall not be liable in any way whatsoever for any resulting damage. If ERIC MATTHEEUWS suffers any losses as a result of such incorrect or incomplete information, the Customer shall be obliged to compensate ERIC MATTHEEUWS in full.

9. Data Protection.

1. For the purposes of this clause 9 the following definitions shall apply:
Agreed Purposes: the performance of the contract between ERIC MATTHEEUWS and the Customer.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.
Data Discloser: a party that discloses Shared Personal Data to the other party.
Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.
Shared Personal Data: the personal data to be shared between the parties under clause 9.3. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
 - (a) Names;
 - (b) Geographical and email addresses; and
 - (c) Telephone number.
2. **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
3. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
4. **Particular obligations relating to data sharing.** Each party shall:
 - 4.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 4.2. give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case

- may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 4.3. process the Shared Personal Data only for the Agreed Purposes;
 - 4.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 4.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
 - 4.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - 4.7. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
10. **Notices.** Any notice given to a party under or in connection with the agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
11. **Governing law.** The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
12. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement or its subject matter or formation.

PART II: TRANSPORT

1. With regard to transport services provided only within the UK, the RHA Conditions of Carriage shall apply to the provision of any such transport services.
2. With regard to all transport services to which CMR provisions apply, the CMR provisions shall be supplemented by these Terms and Conditions.

Other conditions and regulations of the consignor or consignee do not apply unless they have been expressly accepted in writing by ERIC MATTHEEUWS.

In the case of combined transport using different modes of transport, the parties agree the following: if the damage, loss or late delivery occurs during a transport to which mandatory provisions of international conventions apply (such as the CMR Convention for road transport, the CIM Convention for rail transport, the CMNI Convention for inland waterway transport, etc.), these legal provisions shall apply.

If the damage, loss or late delivery occurs during a transport to which no mandatory provisions of international conventions apply or if the damage, loss or late delivery cannot or cannot be solely attributed to a particular mode of transport, the parties agree that the provisions of the RHA Conditions of Carriage shall apply.

Where cargo damage occurs during the storage or transfer of containers or semi-trailers at a quay or terminal between two transport journeys of the combined transport or before or after the execution of the transport, liability and compensation for said cargo damage will be assessed in accordance with the provisions of the CMR Convention. Damage to assigned containers and means of transport will also be determined in the same manner as cargo damage.

Signature of the note of lading by the shipper, quay personnel and commission agent binds the sender. Signature by the stevedores, cargo handlers or quay personnel at destination binds the consignee.

The Customer warrants to ERIC MATTHEEUWS that the consignee is aware of and agrees to these conditions, failing which the Customer will reimburse ERIC MATTHEEUWS for all costs and indemnify it against any possible claim.

In any event, ERIC MATTHEEUWS shall only be liable for damage to the goods transported, in accordance with the RHA Conditions of Carriage or where applicable, the provisions of the CMR. If, as a result of the transport, damage occurs to other goods in the care of the consignor, loader or consignee, but which are not the goods to be transported, ERIC MATTHEEUWS shall only be liable for damage due to its fault or negligence. In any event and except in cases of intent, the extent of its liability for damage to goods other than those to be transported shall be limited per claim to a maximum of 8.33 units of account for each gross kg of weight of the cargo transported.

2. Unless otherwise stated in writing, the parties expressly agree that the loading and unloading of the vehicle is done by the Customer consignee respectively. To the extent that the driver is requested by the Customer or consignee to perform these acts, this shall be done under the express supervision, control and responsibility of the Customer or consignee respectively. ERIC MATTHEEUWS bears no liability for damage caused by, and/or during loading and unloading.

Unless otherwise stated in writing and to the extent possible and/or necessary, the vehicle's stowage shall be performed by ERIC MATTHEEUWS on the basis of the instructions given by the Customer or consignee in accordance with the legislation in force according to the route. If the vehicle used by ERIC MATTHEEUWS or the stowage method applied turns out to be unsuitable because incorrect or

incomplete information was provided by the Customer or consignee, or if the transport packaging turns out not to be sturdy enough to enable correct securing of the load, the costs and damage arising from this shall be entirely at the expense of the Customer for the transport.

3. Insofar as it appears from the Customer's instructions that the delivery should be made before the activities at the site of the delivery normally commence, the Customer shall ensure that a person is on site to take delivery, and sign off the necessary documents.

The Customer shall provide ERIC MATTHEEUWS with the contact details of this person, including the contact's name and telephone number when ordering the transport.

If no person is designated, or if the person is not on site at the time of delivery, ERIC MATTHEEUWS shall be instructed to unload the goods to be delivered on site, after which the delivery shall be communicated by ERIC MATTHEEUWS to the Customer for transport by any means and the latter shall be deemed to have accepted this delivery without any reservation.

The movement of the vehicle within the premises of the Customer, shipper or consignee is done entirely on the instructions and under the responsibility of the latter. However, ERIC MATTHEEUWS may oppose these instructions if, in its opinion, the local conditions endanger its vehicle or cargo.

4. After delivery of the goods as stipulated in III. 3, ERIC MATTHEEUWS shall no longer bear any responsibility for these goods, which shall remain at the place of delivery at the Customer's sole risk.

The Customer shall hold ERIC MATTHEEUWS entirely harmless for any possible claim regarding these delivered goods (including but not limited to fines issued by authorities, contractual or extra-contractual claims by third parties of any kind whatsoever).

5. The Customer guarantees ERIC MATTHEEUWS that the place where the delivery is to take place is equipped for the safe delivery as well as loading and unloading of the ordered goods.

If the Customer has provided a specific area for the supply or removal, or loading or unloading of the goods, the Customer shall provide detailed information on this to ERIC MATTHEEUWS when ordering the transport.

If, on ERIC MATTHEEUWS's arrival, it appears that the area envisaged for delivery does not exist, cannot be found, or is inadequate, the Customer shall designate a location for unloading on the spot and at the Customer's own risk.

If the Customer is not on site, or has not appointed anyone to make such decisions, the Customer agrees that ERIC MATTHEEUWS may unload the good to be delivered on site, with the delivery being communicated by ERIC MATTHEEUWS to the Customer by any means.

Insofar as damage occurs during the supply or removal or during loading or unloading as a result of

these physical forces - for example, due to the pressure of the material on the road surface - the Customer expressly acknowledges that it will indemnify ERIC MATTHEEUWS for any claim made against it by third parties.

In addition, the Customer expressly acknowledges that insofar as it suffers damage as a result of the above- mentioned specific forces, it cannot and will not recover such damage directly, or indirectly, from ERIC MATTHEEUWS.

The Customer relieves ERIC MATTHEEUWS of all responsibility in case of damage, which would occur as a result of the use of the truck, pallet truck, transportable forklift and/or of the actions of ERIC MATTHEEUWS's employees when delivering the goods to the consignee's premises and is caused directly or indirectly by the following causes:

- an unsuitable driveway and/or surface
- manhole covers and sewer covers that are not calculated for the load to be unloaded, pallet truck and/or transportable forklift truck
- presence of gravel in the places where the vehicles and/or tools are to be placed
- loose valley stones or flint valley stones
- trees, bushes and/or other obstacles that constitute an obstacle
- protruding signboards, panels, signs, etc.
- cables, pipes, outdoor lighting that cause an obstruction
- unforeseen and obstructed in-home situations such as too narrow doors and passages, obstacles, unprotected handles, etc.

The Customer undertakes to indemnify ERIC MATTHEEUWS in full for all claims that might be brought against ERIC MATTHEEUWS on account of such damages.

6. The Customer guarantees ERIC MATTHEEUWS that insofar as the delivery must take place on industrial estates, or at a wharf or construction site, or any other location where an entrance (gate) must be passed, that this entrance (gate) is sufficiently wide to allow the delivery to pass.

To this end, in order for ERIC MATTHEEUWS's vehicles to pass them without further manoeuvres, the entrance (gate) must be at least as wide as the vehicle/cargo at its widest point + 1 metre in a straight line.

For this purpose, it is required that in order for ERIC MATTHEEUWS's vehicles to enter this entrance (gate) by making manoeuvres - e.g. by taking a bend - the entrance (gate) must be at least as wide as the vehicle/cargo at its widest point + 5 metres.

Insofar as these widths are not available, the Customer expressly acknowledges that it has chosen to have the transport take place as yet, and will bear the risk associated with this itself, and that it will

indemnify ERIC MATTHEEUWS against any third-party claims.

7. ERIC MATTHEEUWS shall be entitled to compensation for the immobilisation times of the road vehicle. In the absence of any written agreement to the contrary, it shall be assumed that, for both national and international road transport, ERIC MATTHEEUWS shall be responsible for *1 hour of loading and 1 hour of unloading* where the waiting time for coupling is set at 1 hour .

After expiry of the authorised unloading, loading or coupling time, ERIC MATTHEEUWS shall be entitled to compensation at an hourly rate of EUR 70 per hour.

ERIC MATTHEEUWS shall also be entitled to compensation for the whole of the costs arising from other immobilisation times which, taking into account the circumstances of the transport, exceed the usual duration.

8. Each transport order will be specified in as much detail as possible by the Customer. The exact weight and dimensions of the material to be transported will be given.

In particular with regard to the gross weight of the cargo, ERIC MATTHEEUWS refers to the SOLAS Convention applicable from 1 July 2016 which clearly stipulates that for every CSC container loaded for an international sea voyage, the correct VGM (= Verified Gross Mass) must be known so that this can be reported in a timely manner to the captain, his representative and/or the terminal. In the event of incorrect or late reporting of the VGM by the Customer, the container in question it is permissible to not load/reject the container for shipment.

The Customer shall, against receipt, provide the driver with the necessary written information regarding the VGM and the weighing method used, at the latest when the cargo is collected by ERIC MATTHEEUWS. Insofar as the timing of the transport requires an earlier communication of the VGM to the captain, his representative and/or the terminal, the Customer shall take the necessary steps to this end.

The acceptance of the cargo by ERIC MATTHEEUWS does not in any way imply any verification of this written information, nor does the acceptance entail any liability on ERIC MATTHEEUWS's part regarding this written information. Insofar as the Customer does not provide ERIC MATTHEEUWS with any written information, the Customer acknowledges that the Customer itself is responsible for the timely delivery of the information concerning the VGM to the captain, his representative and/or the terminal.

Insofar as the Customer fails to deliver the VGM, ERIC MATTHEEUWS bears no responsibility whatsoever to retrieve the VGM or to deliver it on time.

All costs and consequences regarding the VGM or any sanctions, fines or costs related to this shall be borne by the Customer.

Special features, such as an asymmetric centre of gravity, a very fragile element of the material, specific

bearing points, hazardous products, will always be specified.

Unless the consignor has expressly asked ERIC MATTHEEUWS to check the gross weight of the cargo within the meaning of art. 8(3) CMR, the consignor remains responsible for any overweight, even overweight by axle, observed during transport. The consignor shall reimburse all costs arising as a result, including damage due to immobilisation of the vehicle and any fines or other legal costs that may arise as a result.

If the vehicle used by ERIC MATTHEEUWS turns out to be unsuitable because incorrect or incomplete information was communicated by the Customer, the cost of this shall be borne entirely by the Customer.

9. The employees of ERIC MATTHEEUWS may not accept any instruction or declaration binding ERIC MATTHEEUWS beyond the limits provided for with regard to:

- the value of the goods to be used as reference in the event of total loss, partial loss, or damage (arts. 23 and 25 CMR)
- delivery times (art. 19 CMR)
- cash on delivery instructions (art. 21 CMR)-
- a special value (art. 24 CMR) or a special interest in delivery (art. 26 CMR).
- instructions or statements relating to dangerous goods (A.D.R.) or goods subject to special regulations.

10. Any cancellation of the planned transport order by the Customer up to 12 hours before the arrival of the vehicle at the place of departure shall give rise to the payment by the Customer of a lump-sum compensation amounting to 80% of the agreed freight price and all the costs already incurred by ERIC MATTHEEUWS.

Any cancellation of the planned transport order by the Customer after this deadline will give rise to the payment by the Customer of a lump-sum compensation amounting to 100% of the agreed freight price and all the costs already incurred by ERIC MATTHEEUWS.

11. The exchange of pallets shall take place only upon express written order. The administration of the pallet exchange at the loading place shall be done by the shipper and sent periodically to ERIC MATTHEEUWS for inspection.

In case of non-return of deposit pallets at the unloading point, these deposit deposits will be deducted from the outstanding balance at the loading address.

If after a second attempt, deposit pallets are still not available at the unloading point, these deposit pallets will be deducted from the outstanding balance at the loading address or invoiced.

ERIC MATTHEEUWS is entitled to compensation per pallet and administrative costs at a rate agreed between the parties.

12. Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

The parties expressly agree that the extent of ERIC MATTHEEUWS's contractual liability as a result of:

- the total or partial physical loss or damage occurring to the goods, including the delay in their delivery, due to involuntary errors, omissions, mistakes, forgetfulness or loss of documents that are supposed to accompany the goods, by ERIC MATTHEEUWS in the organisation of the transport of goods; or
- the reimbursement of fines payable to the Customer in the event of the absence, incompleteness or loss of documents intended to accompany the goods as a result of involuntary errors, mistakes, omissions or forgetfulness on the part of ERIC MATTHEEUWS in the organisation of the transport of goods by road;

shall be limited in accordance with the RHA Conditions of Carriage.

13. Time limits for claims

Condition 14 of the RHA Conditions of Carriage shall apply.

PART III. Storage and handling

These conditions apply to any act of logistics service, as defined below, at any logistics centre of ERIC MATTHEEUWS.

With regard to storage services provided within the UK, the RHA Conditions of Storage shall apply to the provision of any such storage services.

1. Definitions

In these terms and conditions, the following definitions shall apply:

- 1.1. GLC: General Logistics Conditions which shall mean these terms and conditions.
- 1.2. Logistics Service Agreement: the agreement whereby the Logistics Service Provider undertakes towards the Client to provide Logistics Services.
- 1.3. Logistic Services: all agreed performances of any nature whatsoever relating to the handling and distribution of goods including, but not limited to, receipt, storage, removal, stock management, order handling, preparation for shipment, invoicing, in respect of goods as well as the related information exchange and the management thereof, customs orders, transport and

forwarding.

- 1.4. Logistic Service Provider: ERIC MATTHEEUWS;
- 1.5. Logistics Centre: the space(s) where the Logistic Services take place.
- 1.6. Additional Activities: agreed activities, not agreed at the conclusion of the original agreement for Logistics Services.
- 1.7. Consignee: the person to whom the Logistics Service Provider is to deliver goods pursuant to the agreement.
- 1.8. Client: the person who has entered into an agreement with the Logistics Service Provider.
- 1.9. Acceptance: the moment when the Logistics Service Provider receives and accepts the goods, whereby, if necessary, reservations can be made, and after which they remain under the care and management of the Logistics Service Provider.
- 1.10. Delivery: the moment when the consignee receives and accepts the goods, whereby, if necessary, reservations can be made, and after which they no longer remain under the care and management of the Logistics Service Provider.
- 1.11. Force Majeure: all circumstances beyond the reasonable control of the Logistics Service Provider and which make it practically impossible for the Logistics Service Provider to fulfil their obligations.
- 1.12. Working Days: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.13. Stock Differences: an inexplicable difference between the physical stock and the stock as it should be according to the stock records of the Logistics Service Provider, subject to proof to the contrary by the Client.
- 17. CMR: Convention on the Contract for the International Carriage of Goods by Road dated 19 May 1956 (Convention of Geneva).

2. Scope

- 2.1. In the absence of an express and contrary written agreement between the parties, the GLC shall apply to the Logistics Service Agreement and any ancillary activities insofar as they are not contrary to any other mandatory law and public policy.

The general terms and conditions of the Client on the legal relationship between the parties is expressly excluded.

In the absence of an explicit and contrary written agreement between the parties, all transports

carried out within the framework of this Logistics Service Agreement shall be subject to the provisions of the RHA Conditions of Carriage or where applicable the CMR or any other mandatory legislation applicable to the transport concerned.

3. In the absence of contractual agreements to the contrary, all forwarding, customs, VAT orders carried out under this Logistics Service Agreement shall be subject to the provisions of the RHA Conditions.

2.4 Every agreement shall only be concluded and commence at the moment that the offer of the Logistics Service Provider is confirmed by the Client, or if the Logistics Service Provider has actually started to execute the order.

3. Obligations of the Logistics Service Provider

The Logistics Service Provider is obliged to:

- 3.1. perform the Logistic Services and, where appropriate, any ancillary activities agreed with the Client.
- 3.2. accept the agreed goods at the agreed place, time and manner, accompanied by a transport document and any other documents provided by the Client and to deliver them in the same condition as he received them, or in the agreed condition. In the absence of an agreed term for Acceptance or Delivery these agreed activities shall take place within the time reasonably required by a Logistics Service Provider, counting from the moment that Acceptance or Delivery is requested. This period shall then be deemed to be the agreed period.
- 3.3. take delivery of the goods, making any reservations on the transport document regarding externally visible damage and quantity, and informing the Client about it so that he can take the necessary measures.
- 3.4. designate one or more contact persons and inform to the Client about said designation.
- 3.5. If the Logistics Service Provider fails to designate one or more contact persons as referred to in article 3 paragraph 3.4, the person who has signed the agreement for Logistic Services on behalf of the Logistics Service Provider shall be deemed to be contact person.
- 3.6. ensure that the storage and handling of the goods is done on appropriate premises, provided with the necessary permits where applicable. Any change of agreed Logistics Centre shall be reported to the Client.
- 3.7. use reasonable care and skill in providing the logistics services.
- 3.8. insure its liability as it arises from the GLC with a recognised insurance company.

- 3.9. allow into the rooms or premises where the goods are located only the Client or of the persons designated by the Client but only at the latter's own risk and only during normal working hours, provided, however, that the access to the rooms or premises:
- takes place in the presence of the Logistics Service Provider;
 - was communicated and approved in advance;
 - takes place in accordance with the Logistics Service Provider's internal regulations;
 - takes place in compliance with the safety procedures in force in the Logistics Centre and/or on the premises of the Logistics Service Provider.
- 3.10. To ensure the proper functioning of any equipment used in the performance of the contract for the provision of logistics services.

4. Liability of the Logistics Service Provider (THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

1. The liability of the Logistics Service Provider shall be limited in accordance with the RHA Conditions of Storage.
2. The Logistics Service Provider is not liable for damage to and loss of goods, insofar as such damage/loss is the result of the special risks associated with storage in open air, if so commissioned by the Client.
3. The Logistics Service Provider is not liable in case of, among other things, theft by breaking and entering and/or violence, fire, explosion, lightning, impact of aircraft, water damage, inherent defect of the goods and their packaging, and hidden defects, rental, detention and demurrage costs, and Force Majeure.
5. If the Logistics Service Provider does not perform the Logistic Services and/or Additional Activities at the agreed time or within the agreed time, manner and place, he shall subsequently request instructions from the Client and, without prejudice to the provisions of paragraph 1 of this article, he shall be obliged to still perform these activities as soon as possible and without additional costs for the Client, in the agreed manner.

When the Client has additionally incurred costs in connection with the fact that the Logistics Service Provider has not performed the Logistic Services and/or Additional Work in the agreed manner, time and place, the Logistics Service Provider shall be liable for these costs up to a maximum amount to be

agreed upon at the conclusion of the Logistic Services Agreement. If such an amount has not been agreed, the liability of the Logistics Service Provider for these costs shall not exceed £750 per event.

6. The Logistics Service Provider shall not be liable for damages resulting from information and orders provided by or to persons other than those referred to in article 3 paragraph 3.4.
7. If the Logistics Service Provider repeatedly fails to comply with its substantial obligations, the Client may, without prejudice to their right to compensation for damages as described in paragraphs 1, 2, 3 and 4 of this article, terminate the agreement for Logistic Services after they have given the Logistics Service Provider in writing a period of at least 30 days and the Logistics Service Provider has still not complied with its obligations at the expiry of that period.
8. The Logistics Service Provider is not liable for any damage other than to the goods themselves. Therefore, the liability of the Logistics Service Provider is excluded for all indirect damages, such as but not limited to lost income, lost profit and consequential damages.
9. Any damages, losses and/or Stock Differences will be evaluated once a year. In case of a positive difference, no compensation will be requested. Any negative differences and any positive differences will thereby be offset against each other.

In case of a negative difference, no compensation will be paid if this difference is less than a percentage of the total annual volume to be agreed between the parties. Failing this, a percentage of 0.1% of the total annual volume that is the subject of the Logistics Service Agreement shall apply. Annual volume shall here mean the sum of the incoming, outgoing and handled quantities of goods.

In the event that the agreed percentage shall nevertheless be exceeded, the Logistics Service Provider shall pay the Client compensation equal to the arrival value of the relevant Stock Differences above the agreed percentage, to be evidenced by the Client. The liability for Stock Differences shall be limited as provided in article 4.1. Arrival value means the cost price of the production or purchase value plus the transport cost until receipt by the Logistics Service Provider.

10. The Logistics Service Provider may proceed to the sale of the goods without awaiting the instructions of the cargo's interested party if the perishable nature or condition of the goods justifies this or if the storage costs are higher than the value of the goods. The value of the goods is the cost of production or, failing this, the prevailing market price, or failing this, the usual value of goods of the same nature and quality.

The Logistics Service Provider may also proceed with the sale in case of the surrender of the goods by the Client.

In the other cases, the Logistics Service Provider may also proceed with the sale if it has not received other instructions from the cargo's interested party within a reasonable time.

If the goods were sold in accordance with this article 4.10, the proceeds of the sale will be made available to the cargo's interested party with deduction of the costs encumbering the goods. If these costs are higher than the proceeds of the sale the Logistics Service Provider shall be entitled to the difference.

The method of action in case of sale is determined by the law and customs of the place where the goods are located.

At all events, in the case of perishable goods or goods whose storage costs are out of proportion to the value of the goods, a simple notice of sale will be addressed to the cargo holder. If the latter does not respond to this within 2 Working Days, the sale may proceed.

In case of non-perishable goods, a simple notice of sale will also be addressed to the cargo interest.

If the latter does not respond to it within a period of 15 calendar days, it may be sold.

5. Obligations of the Client

The Client is obliged to:

5.1. designate one or more contact persons and inform the Logistics Service Provider of said designation.

If the Client fails to designate one or more contact persons in accordance with this article 5.1, the person who signed the Logistics Service Agreement on behalf of the Client shall be deemed to be the contact person.

5.2. provide in due time all information regarding the goods and all handling requirements to the Logistics Service Provider.

In addition, the Client shall provide the Logistics Service Provider with any additional information that may be reasonably requested by the Logistics Service Provider.

For hazardous goods, the Client is obliged to provide the Logistics Service Provider with all information and documents as required in order to comply with all applicable laws.

The Client warrants the accuracy, completeness and reliability of the information and documents made available to the Logistics Service Provider that originate from the Client or from third parties.

The Logistics Service Provider has the right to suspend the execution of the agreement until the moment the Client has fulfilled the above-mentioned obligations.

Insofar as the failure to make the agreed goods, data and/or documents available properly or on time causes the performance of the work to be delayed or causes an impossibility to properly perform the services, the additional costs and damage resulting from such failure shall be borne by the Client.

The Client is also responsible for any environmental damage, physical damage or personal injury that the Logistics Service Provider, its appointees, staff or any subcontractors would suffer as a result of incomplete, incorrect, unreliable information regarding the nature of the goods.

- 5.3. inform the Logistics Service Provider of the permits required for the exercise of its activities.
- 5.4. place the agreed goods at the agreed place, time and manner, packed in suitable, sufficient and transport-proof packaging, accompanied by an accompanying document and the other documents required by law on the part of the Client at the disposal of the Logistics Service Provider, unless the parties have agreed otherwise in writing.
- 5.5. In addition to the agreed price for the Logistic Services, reimburse the costs incurred by the Logistics Service Provider with respect to any required ancillary activities.
- 5.6. To indemnify the Logistics Service Provider against claims by third parties for damage caused directly or indirectly by the Goods, insufficient or unsuitable packaging of the Goods, an act or omission by the Client, his subordinates, as well as all other persons whose services the Client uses.
- 5.7. Warrant that any equipment provided by the Client to the Logistics Service Provider has been properly maintained and is in suitable working order.
- 5.8. accept any adjustment of rates in respect of any expenses or increased taxes that are unknown at the time of signing this agreement, and which the Client would have had even if the Client had been carrying out the activities specified in this agreement for its own account.
- 5.9. pay the cost of disposal and recycling of packaging and waste resulting from the service at cost price.

6. Liability of the Client

- 6.1. The Client is liable for all damages and costs caused by the Client and persons working on the Client's instructions and/or appointed by the Client, and/or by the goods subject to the Logistics Service Agreement.
- 6.2. If the Client does not communicate the information and documents referred to in article 5 paragraph 3 of these conditions in time, or does not make the agreed goods available at the agreed time or within the agreed time, manner and place, in a suitable, sufficient and transport-secure packaging and accompanied by all required documents, the Client shall be obliged to still perform these activities as soon as possible, free of charge and in the agreed manner for the Logistics Service Provider.

When the Logistics Service Provider has incurred any costs as a result of the Client failing to comply

with any of its obligations under these conditions, the Client shall be responsible for any such costs.

- 6.3. If the Client repeatedly fails to fulfil their obligations, the Logistics Service Provider may, without prejudice to its right to compensation for damages, terminate the Logistic Services Agreement after the Logistics Service Provider has given the Client in writing a reasonable final deadline and the Client has still not fulfilled his obligations at the expiry of this deadline. In that case the Client shall be liable for any resulting damages.
- 6.4. The Client shall insure the goods adequately but at least against fire, lightning, explosion, aircraft impact, storm damage, water damage, flooding and theft. In such cases the Client and their insurer shall waive recourse against the Logistics Service Provider and all third parties.

The Client shall pay all costs caused by the collection and handling of any goods damaged by fire and/or flooding as well as all related costs, including but not limited to the costs of cleaning or sanitation of the site or installations.

7. Time limits for claims

Condition 14 of the RHA Conditions of Storage shall apply.

8. Duration and termination of contract

1. Unless otherwise agreed between the parties, the Logistics Service Agreement is entered into for an indefinite period of time with a notice period of no less than 6 months.
2. If one of the parties repeatedly fails to comply with any of its obligations, the other party may terminate the Logistics Service Agreement after giving a period of no less than 30 days' notice in writing to the other party to remedy any such failure. If the other party has still not complied with its obligations at the expiry of this notice period, then the party may terminate the agreement with immediate effect.
3. In case of liquidation, insolvency and/or bankruptcy and/or another form of collective debt settlement of one of the parties, the other party is entitled to dissolve the agreement without further notice of default.
4. If there is already partial performance by the Logistics Service Provider, the termination of the Logistic Services Agreement shall only relate to future services and the Client shall pay to the Logistics Service Provider all amounts owed in respect of services already provided.
5. In the event of Force Majeure continuing for more than 30 days, the Client shall be entitled to terminate the Agreement with immediate effect, but shall not be entitled to claim compensation for any damages in connection with such termination.

