

GENERAL TERMS AND CONDITIONS ID FREIGHT

Article 1: Applicability of General Terms and Conditions

1.1 These general terms and conditions apply to all activities of the following companies: ID Freight Netherlands B.V., ID Freight Belgium B.V., ID Freight Office Services B.V., ID Freight Alkmaar B.V. and ID Freight Apeldoorn B.V. In these general terms and conditions, 'ID Freight' means one of the aforementioned companies.

1.2 These terms and conditions can be found on the website <https://www.id-freight.nl/en/terms-and-conditions>

1.3 Unless expressly agreed otherwise in writing, for example in customer-specific conditions, these general terms and conditions shall prevail. General terms and conditions of clients do not apply.

Article 2: Applicable Sector Conditions

2.1 In addition to what is stipulated in these general terms and conditions, all ID Freight contracts with the client are subject to the industry customary terms and conditions:

a. **Road transport:** The Algemene Vervoerscondities 2002 (AVC 2002), filed at the Registry of the District Courts of Amsterdam and Rotterdam, in case of cross-border carriage of goods by road in addition to the CMR Convention.

b. **Storage and additional activities:** The Physical Distribution conditions 2000, filed on 1 September 2000 at the Registry of the District Courts of Amsterdam (no. 177/2000) and Rotterdam (no. 116/2000).

c. **Forwarding activities:** The Dutch Forwarding Conditions, filed on 1 July 2004 at the Registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam, to the exclusion of Article 23.

d. **Transport by inland waterway:** The Intermodal Barge Conditions of the Association of Inland Terminal Operators (VITO).

e. **Rail transport:** COTIF/CIM convention.

2.2 The above terms and conditions can be found on ID Freight's website referred to above in art. 1.2.

2.3 In case of concurrence of different conditions, the conditions most favourable to ID Freight shall prevail.

Article 3: Standard dimensions

3.1 ID Freight applies the following standard dimensions:

- 1 euro pallet (80x120 cm), if not stackable = 750kg = maximum 2m³

- 1 block pallet (100x120 cm), if not stackable = 875kg maximum 2.5m³

3.2 The weight of a load meter shall not exceed 1750kg.

3.3 For packages longer than 1.75m, a length surcharge may be imposed.

3.4 A package weighs a maximum of 31.5kg.

Article 4: Transport conditions / Rates General

4.1 Rates quoted by ID Freight are exclusive of VAT, unless otherwise stated.

4.2 Notification of shipments must be made in writing by fax, email or digitally tailored.

4.3 All transport is subject to a fuel clause included in the quotation.

4.4 The rates charged by ID Freight are valid until the end of the calendar year. From 1 January of the new calendar year, the new rates proposed by ID Freight shall apply.

4.5 In case of external cost increases, ID Freight is entitled to adjust the rates. It will inform the client in a timely manner.

4.6 If no agreement is reached on the matters mentioned in 4.4 and 4.5, then both ID Freight and the client are entitled to terminate the contract subject to a notice period of fourteen days.

Article 5: Transport conditions / Rates Distribution

5.1 All ID Freight's rates assume the business address as the base loading point, unless otherwise stated.

5.2 The client shall ensure proper packaging of the goods as well as clear labelling.

5.3 The agreed loading and/or unloading address must be accessible by truck.

5.4 The maximum loading and unloading time per address is 0.5 hours for shipments up to 4 pallets, 1 hour for shipments up to 14 pallets and 2 hours for full trailer loads. If these times are exceeded, ID Freight will charge the client an hourly rate stated in its rates.

Article 6: Transport conditions / Container transport rates

6.1 Unless otherwise agreed, each contract with the client shall relate to 20"/40"/40 "H.Q./45" containers. The rates are based on this.

6.2 At the discretion of ID Freight, the transport will be performed by rail or inland waterway (intermodal transport). If transport by road is required, a rate to be agreed upon will apply.

6.3 At the loading and unloading address, the container must be accessible by truck or deliverable by truck.

6.4 The maximum loading and unloading time per container is 2 hours. If this time is exceeded, ID Freight will charge the client an hourly rate mentioned in its rates.

Article 7: Specific wishes / instructions

7.1 Unless otherwise agreed, the client shall notify ID Freight in writing in advance of any specific wishes or instructions regarding the (transport) contract. ID Freight will subsequently confirm the instruction in writing.

7.2 Specific requirements / instructions as mentioned in 7.1 may increase the rate by a surcharge. The amount of this surcharge depends on the additional performance to be provided by ID Freight.

7.3 Delivery receipts with signature for receipt will only be sent upon request. Costs for the structural dispatch of delivery receipts shall be included in the rates charged.

Article 8: Payment conditions

8.1 Payments due by the client must be received within a period of 14 days from the invoice date. The aforementioned period is fatal, which means that the amounts due are immediately payable after the expiry of the agreed period.

8.2 If after the expiry of the 14-day period no (full) payment has been received by ID Freight, a contractual interest rate of 1% per month will be charged on the (remaining) amount due.

8.3 The client is not entitled to apply set-off in respect of amounts charged by ID Freight pursuant to any contract entered into with it, unless otherwise agreed.

8.4 As soon as the client is in default, ID Freight is entitled to charge the extrajudicial collection costs, with a minimum of 15% of the principal sum. For the amount of the extrajudicial costs, the invoice of the lawyer, bailiff or collection agency concerned shall serve as proof.

8.5 The client shall be in default by operation of law. A further summons or notice of default is not required. In that case ID Freight is entitled to suspend the further performance of its obligations under the agreement, to request (additional) security and to retain the transported goods by virtue of its right of retention in the broadest sense of the word or by way of a possessory pledge, for which the present terms and conditions apply as a private deed. Client hereby pledges in advance to ID Freight all that ID Freight has and will have in its possession from ID Freight to secure the obligations referred to in the previous sentence. Pledge is deemed to be established unconditionally. Client gives an irrevocable authorisation to ID Freight to cooperate in a further written establishment and registration of the pledge.

8.6 Claims by the client must, under penalty of forfeiture of the right to complain, be received by ID Freight within eight days of the invoice date.

Article 9: Liability

9.1 The liability of ID Freight is limited to that stipulated in the applicable supplementary conditions mentioned in Article 2.

9.2 If those terms and conditions do not apply, ID Freight is only liable up to the amount paid out by its insurance.

9.3 In cases where the relevant insurance fails to pay out any liability of ID Freight will be limited to a sum of EUR 10.000.

9.4 Consequential damages are excluded at all times. Consequential damages include inter alia business interruption losses, loss of production, loss of profit, penalties, transport costs and travel and subsistence expenses.

9.5 ID Freight cannot invoke the limitation of liability in the event of gross negligence or intent on the part of ID Freight or the management of ID Freight.

10: Hazardous substances

10.1 The shipper/consignor/supplier of dangerous goods is always responsible for proper labelling, packaging, transport documents, consignor declaration and hazard card. All this in the prescribed languages. ID Freight does not accept any liability.

10.2 Depending on the chosen route/destination, a hazard surcharge will be charged on the transport costs.

Article 11: Applicable law and choice of forum

11.1 All legal relations related to this agreement are exclusively governed by Dutch law at all times.

11.2 In the event of any disputes between ID Freight and the client, the Court of Zeeland West-Brabant, location Breda, shall have exclusive jurisdiction.