

GENERAL TERMS AND CONDITIONS OF THE PRIVATE COMPANY WITH LIMITED LIABILITY
GETRU LOGISTICS B.V.

listed in the Trade Register of the Chamber of Commerce, under file number 58799036

Article 1. Definitions

In these general terms and conditions, the following terms have the following meaning:

- 1.1. General Terms and Conditions: the current general terms and conditions of Getru;
- 1.2. AVC: the General Transport Conditions 2002 ('Algemene Vervoerscondities 2002'), or at least a version of these conditions filed at the conclusion of this agreement;
- 1.3. CMR Convention: the Convention on the Contract for the International Carriage of Goods by Road;
- 1.4. Getru: the private company with limited liability Getru Logistics B.V. and all its affiliated companies and/or third parties designated or to be designated by Getru Logistics B.V.;
- 1.5. Principal: the natural or legal person who or that has entered into an agreement with Getru or wishes to enter into such an agreement with Getru, and who or that has made an offer to Getru in that respect, or to whom or which Getru has made such an offer/quotation;
- 1.6. Parties: Getru and Principal together.

Article 2. Applicability of the General Terms and Conditions

- 2.1. These General Terms and Conditions apply to all services provided by Getru in its capacity as carrier, to all agreements entered into between Parties, to all offers made and/or order confirmations issued by Getru, as well as to all activities that are performed by one of Getru's affiliated parties and/or third parties, whether or not indirectly by order of Getru.
- 2.2. These General Terms and Conditions exclude all of Principal's other general terms and conditions. The applicability of Principal's own general terms and conditions is hereby expressly rejected by Getru, unless expressly agreed upon otherwise by Parties. If the General Terms and Conditions of Getru and the general terms and conditions of Principal are jointly applicable, the General Terms and Conditions of Getru will prevail in the event of any conflicting provisions.
- 2.3. As soon as an agreement has been entered into to which these General Terms and Conditions apply, the latter are equally applicable, without execution, on any future offers made and/or order confirmations issued by Getru, as well as any agreements/legal acts between Parties. In that case, the General Terms and Conditions will be considered to be read and accepted by Parties. Principal accepts that in that case the General Terms and Conditions need not be submitted again.
- 2.4. These General Terms and Conditions can only be deviated from by written agreement and in so far as Getru is represented in that respect by an officer who is authorised to do so by virtue of Getru's Articles of Association or otherwise by a competent person who is designated as such by Getru. Such deviations have no binding effect on other or, as the case may be, later agreements/legal acts between Parties.

- 2.5. In addition to the General Terms and Conditions, the AVC also apply to all agreements/legal relationships between Parties. The AVC are, for instance, expressly applicable to all situations in which Getru awards a contract regarding national road transport to a third carrier under an agreement/legal relationship between Parties.
- 2.6. In addition to the General Terms and Conditions and the AVC, the CMR Convention also applies to all agreements/legal relationships between Parties with respect to international road transport. The CMR Convention, for instance, expressly applies to all situations in which Getru awards a contract regarding international road transport to a third carrier under an agreement or, as the case may be, a legal relationship between Parties.
- 2.7. Subject to any mandatory provisions, the following rules of precedence will apply in the event of any conflict between the General Terms and Conditions, the AVC, the CMR Convention and/or other conventions, laws and/or legal provisions:
 1. the General Terms and Conditions;
 2. the CMR Convention;
 3. the AVC;
 4. other conventions, laws and/or legal provisions (such as Book 8 of the Dutch Civil Code).
- 2.8. If one or more provisions of these General Terms and Conditions prove null and void or are voided, the other provisions of these General Terms and Conditions will remain in full force.
- 2.9. Getru reserves the right to amend the General Terms and Conditions unilaterally in the interim at all times and without prior notice. The amended version will apply as soon as Getru has sent a copy of the amended General Terms and Conditions per email and/or mail to the last email and/or postal address of Principal known to Getru, and/or Getru has posted the amended General Terms and Conditions on its website and/or Principal has been notified by Getru of the amended General Terms and Conditions in another way. The latest version of the General Terms and Conditions will always apply to agreements and other legal relationships between Parties that are entered into afterwards as well as in those situations in which different versions of these General Terms and Conditions can be deemed to apply.

Article 3. Offers and conclusion of the agreement

- 3.1. All offers/quotations made by Getru are non-binding; Getru is entitled to revoke any offer that it has made free of obligation within forty-eight (48) hours after acceptance. An assignment to carry out work will be given orally, in writing or electronically.
- 3.2. Getru cannot be held to an offer/quotation if this offer/quotation contains an apparent wording or printing error that can reasonably be recognised as such by Principal.
- 3.3. Written assignments and requests for quotation by Principal must be accompanied by a clear description of the assignment. Getru will assume that the data provided by Principal are accurate and base its offer/quotation on them. Any damage arising from the inaccuracy or incompleteness of these data will be at the expense of Principal.
- 3.4. In the event that the quotation is not accepted, Getru will be entitled to charge all reasonable costs regarding the preparation of the offer/quotation to Principal if Getru has stipulated such before submitting the offer/quotation.
- 3.5. An agreement will be deemed to be entered into as soon as the assignment has been confirmed by Getru, whether or not in writing, or in the event that Getru has already started executing the assignment and Principal did not challenge this on the very same day, or in the event that an offer by Getru has been accepted by Principal orally or in writing.
- 3.6. Agreements/legal relationships as well as amendments thereto can only be entered into in writing by an officer who is authorised to do so by virtue of Getru's Articles of Association or otherwise by a competent person who is designated as such by Getru. Getru will not be held to any agreements/legal relationships or, as the case may be, arrangements and amendments thereto with employees of Getru, unless the former are confirmed by an officer who is authorised to do so by virtue of Getru's Articles of Association or otherwise by a competent person who is designated as such by Getru. At Principal's first request, Getru will indicate which person within its enterprise is (otherwise) authorised to enter into or to amend agreements or, as the case may be, arrangements.

Article 4. Prices

- 4.1. All prices are exclusive of VAT and exclusive of all other statutory levies. All prices are stated in euros, unless otherwise expressly agreed in writing.
- 4.2. Prices are charged in accordance with the rates agreed upon by Parties or, in absence thereof, in accordance with the rates that are normally used by Getru at the moment the agreement is executed.
- 4.3. Getru has the right to adjust the rates unilaterally; in the event that such price adjustment takes place within three months after the agreement has been entered into, Principal has the right to terminate the agreement.

Article 5. Execution of the agreement

- 5.1. In the event that nothing is expressly stated in the agreement about shipping, Getru will determine the manner of transport, shipment, packing, etc., such in accordance with good business acumen.
- 5.2. During the execution of the agreement entered into by Parties as well as all related activities, Getru has the right to engage an affiliated company of Getru and/or a third party if, in the opinion of Getru, this is necessary for the proper and timely execution of this agreement. Principal is held to cooperate with Getru, throughout which Getru will remain responsible for the proper execution of the agreement.
- 5.3. Additional costs as a result of any special wishes of Principal regarding the execution of the agreement entered into by Parties, such as the desired manner of transport and/or shipment, will be carried by Principal. In the event that the level of these costs has not been agreed upon (in writing) by Parties in advance, this level will be established on the basis of Getru's accounts, subject to any evidence to the contrary submitted by Principal.

Article 6. Liability

- 6.1. In the event of damage or loss, as well as delay in the delivery, Getru, its affiliated companies or any carriers/third parties engaged by Getru are only liable in accordance with the provisions of Book 8 of the Dutch Civil Code and those of the CMR Convention and the AVC.
- 6.2. Without prejudice to the mandatory liability provisions and the liability pursuant to the preceding paragraph, all liability by Getru, its affiliated companies or any carriers/third parties engaged by Getru for damage of whatever nature, irrespective of how it is named, is excluded, with the sole exception of intent or wilful recklessness on the part of Getru, its affiliated companies or any carriers/third parties engaged by Getru, such with the express exclusion of their employees. If Getru and/or any affiliated company of Getru and/or any carrier/third party engaged by Getru is still liable in the event of intent or wilful recklessness of their personnel, the following paragraph will apply *mutatis mutandis*.
- 6.3. The liability of Getru, its affiliated companies or any carriers/third parties engaged by Getru will in any event at all times be limited to:
 - a. the direct damage, including (i) damage to property, (ii) the costs that were reasonably incurred to ascertain the cause and scope of the damage in so far as it relates to direct damage within the meaning of this article, (iii) the costs that were reasonably and demonstrably incurred to ensure that Getru's defective performance will meet the requirements of this agreement in so far as these costs can be attributed to Getru, and (iv) the costs that were reasonably and demonstrably incurred by Principal to prevent or limit the loss, in so far as Principal has demonstrated that these costs have resulted in a limitation of

the direct damage within the meaning of this article. Getru will never be bound to compensate indirect damage. Indirect damage is taken to mean all damage that is not direct damage, including at least, but not limited to consequential damage, loss of income or business opportunities, loss of profit and damage as a result of business interruption;

b. the amount that the liability insurer will pay out, where relevant.

- 6.4. Principal will indemnify Getru, its affiliated companies or any carriers/third parties engaged by Getru against all claims by third parties, the costs of legal assistance, including, but not limited to costs related to or arising from the agreement between Parties that cannot be attributed to Getru, with the exception of costs resulting from intent or wilful recklessness by Getru, its affiliated companies or any carriers/third parties engaged by Getru.

Article 7. Complaints

- 7.1. Principal or, as the case may be, the addressee or recipient is obliged, upon receipt of the related goods, to inspect them. Any visible defects, errors, imperfections and/or deficiencies must be recorded on the waybill upon delivery.
- 7.2. Other deficiencies and complaints, such as any complaints with respect to the manner in which the assignment would have been executed by Getru or the carriers/third parties engaged by Getru, must be submitted to Getru in writing stating the exact deficiency, within seven (7) days after the deficiency has been discovered or should reasonably be discovered, such subject to forfeiture of rights.
- 7.3. In the event that the aforementioned complaints have not been notified to Getru within the above term, the goods will be deemed to have been received in good order or, as the case may be, the order will be deemed to have been executed in accordance with the agreement.
- 7.4. Submitting a complaint does not eliminate any obligations by Principal, nor does it grant Principal the right to suspend its obligations.
- 7.5. Subject to any mandatory provisions, the right to complain will expire in any event after twelve (12) months after execution of the assignment.
- 7.6. Getru must be given the opportunity to investigate the complaint. In the event of unjustified complaints, Getru is at liberty to charge the costs of the investigation to Principal.

Article 8. Payment

- 8.1. The carriers/third parties engaged by Getru will charge the (freight) costs incurred to execute the agreement entered into by the respective carrier/third party and Getru, to Getru. Getru will pass these costs on to Principal. These (freight) costs will be due and payable by prepaid shipment as from the moment that the waybill has been handed over to Getru, or as from the moment that Getru has accepted the assignment.

- 8.2. In the event that Parties have agreed that Getru should engage a carrier/third party to deliver the goods by non-prepaid shipment, Principal or, as the case may be, the addressee is obliged upon receipt of the goods to pay the freight as well as all other costs payable regarding the transport. In the event that the addressee is a person other than Principal and the addressee does not settle these costs upon receipt of the first reminder, the Principle will be, together with the addressee, liable to Getru to compensate these costs.
- 8.3. In the event that Getru or any carrier/third party engaged by Getru – other than by non-prepaid shipment in accordance with the provisions of the preceding paragraph – charges the freight costs regarding the execution of the agreement entered into between Parties to the addressee or any third party, such at the request of Principal, Principle will be, together with this addressee or third party, liable towards Getru to compensate these amounts in the event that this addressee or third party does not settle these costs upon receipt of the first reminder.
- 8.4. All invoices submitted by Getru must be paid within fourteen (14) days of the invoice date, unless another payment term has been agreed.
- 8.5. Invoices are deemed to be accepted and approved by Principal if Getru has not received a written objection within eight (8) days of the invoice date. Any objection timely submitted by Principal does not lift Principal's payment obligations, nor does it grant Principal the right to suspend its obligations.
- 8.6. All rights of Principal to suspend or offset its (payment) obligations are excluded.
- 8.7. In the event that Principal has not paid within the payment term stated in the fourth paragraph of this article, Principal is in default by operation of law, without any further notice of default being required. From that moment, Getru is entitled to compensation in the amount of the higher of an interest of 3% per month (or part thereof) or the statutory commercial interest rate. This interest will be payable as from the day on which the payment should have been made at the latest.
- 8.8. In the event that Principal is in default with respect to the (timely) fulfilment of its obligations, all reasonable costs incurred to obtain an out-of-court settlement will be carried by Principal's. In any event, Principal will owe collection costs in the event of a money claim. The collection costs will amount to 15% of the outstanding principal sum, plus interest, with a minimum amount of €300 (exclusive of VAT). In the event that Getru incurs any costs that were reasonably needed, such costs also qualify for compensation. Any reasonable legal and execution costs will also be carried by Principal.
- 8.9. Payments will first go towards reducing the costs, subsequently the interest (due) and finally the principal sum, whereby payments will be used first to settle the longest outstanding invoice(s), irrespective of Principal's description of the payment.
- 8.10. Principal can never rely on a deferral of payment or, as the case may be, a payment schedule regarding a previous assignment, whether expressly granted or not, that deviates from the payment term included in the fourth paragraph of this article.

- 8.11. Getru is at all times entitled to make a payment to Principal in discharge of an obligation of one of its affiliated companies.
- 8.12. Furthermore, Getru is at all times entitled to offset receivables from or payables to Principal against one of its affiliated companies' payables to or receivables from Principal.
- 8.13. With regard to paragraphs 2 and 3 of this article, these General Terms and Conditions also apply to the third parties mentioned in these provisions.

Article 9. Termination and suspension of the agreement

- 9.1. Without any further notice of default being required and without being held to any damages, Getru is entitled to terminate the agreement in full or in part with immediate effect or to suspend the fulfilment of its obligations thereunder, in the event that:
- a. Principal does not fulfil or does not fulfil on time or does not fulfil fully its obligations under the agreement(s) with Getru;
 - b. Getru has reasonable grounds to fear that Principal will not fulfil or will not fulfil in time or fully its obligations under the agreement(s) with Getru;
 - c. Principal is declared bankrupt or has been granted a moratorium;
 - d. Principal is allowed to restructure its debts under the Dutch Debt Management (Natural Persons) Act ('Wet Schuldsanering Natuurlijke Personen') or has submitted a request to do so or is otherwise put under guardianship or under administration;
 - e. Principal's properties or receivables are attached;
 - f. Principal (legal person) is liquidated or otherwise terminated;
 - g. Principal (natural person) is put under guardianship or deceases;
 - h. Getru, upon entering into this agreement, has requested Principal to provide security for the fulfilment of the agreement and this security failed to materialise or is insufficient;
 - i. (a part of) the control over Principal is transferred or, as the case may be, changes or Principal undergoes a legal merger or division, or moves abroad.
- 9.2. In the event that the agreement is terminated, Getru's receivables from Principal are immediately due and payable.
- 9.3. In the event of imminent financial problems, expressly including, but not limited to a petition for liquidation or, as the case may be, a moratorium or an attachment of Principal's assets, Principal is obliged to notify Getru promptly, i.e. at least two months in advance, in writing.
- 9.4. In the event that Principal is a legal person that is declared bankrupt, to which a moratorium has been granted or the assets of which have been attached, Principal's directors are, in addition to Principal itself, jointly and severally liable for all Getru's receivables from Principal, if and in so far as these directors agreed to the applicability of these General Terms and Conditions by signing them at the time the agreement was entered into between Getru and Principal. By means of this

statement of approval, the directors bind themselves to the contents of the General Terms and Conditions of Getru.

Article 10. Force majeure

- 10.1. In the event that Getru as a result of force majeure is permanently or temporarily prevented from fulfilling the agreement between Parties, Getru is entitled to terminate the agreement in full or in part with immediate effect or, as the case may be, to suspend its obligations under the agreement, without any obligation arising for Getru to pay compensation.
- 10.2. If, in the event of force majeure, Getru has already fulfilled its obligations in part or can only fulfil its obligations in part, Getru is entitled to invoice separately the part already fulfilled or the part that can still be fulfilled, and Principal will be obliged to pay this invoice to Getru.
- 10.3. Getru is also entitled to invoke force majeure in the event that the circumstance preventing the (further) execution commences after the moment that Getru should have fulfilled its commitments.
- 10.4. Force majeure is taken to mean any circumstances that prevent Getru from fulfilling its commitments and that cannot be attributed to Getru. These (if and in so far as these circumstances prevent or unreasonably impede fulfilment) include expressly, but are not limited to: measures imposed by the government, special weather conditions, illness of Getru's personnel, civil commotion, revolutions and/or wars, an attributable shortcoming in the fulfilment and/or force majeure on the part of persons on whom Getru depends for the fulfilment of the assignment, fire and/or interruption of Getru's business activities, strikes at other companies than Getru, wildcat strikes or political strikes at Getru, a general shortage of the necessary commodities and other properties needed for the fulfilment of the agreed performance, unforeseeable stagnation on the part of carriers and other third parties on which Getru depends, and general transport problems at Getru.

Article 11. Right of retention

- 11.1. Getru has the right towards everyone (who demands these to be surrendered) to retain the objects, monies (including COD payments) and documents of Principal (or, as the case may be, the addressee, receiver or sender) that Getru has in retention, until the moment that Principal (or, as the case may be, the addressee, receiver or sender) has fulfilled all of its obligations for whatever reason towards Getru, unless Principal has provided sufficient security for these obligations. The obligations of Principal (or, as the case may be, the addressee, receiver or sender) include expressly, but are not limited to costs regarding the provision of services, costs regarding the contracted transport, costs as a result of attributable shortcomings on the part of Principal (or, as the case may be, the addressee, receiver or sender), costs that Getru incurs for exercising its right of retention, as well as costs for parcels sent COD.

- 11.2. As long as the properties have not yet arrived at their destination, Getru has the right to demand from the sender/Principal that security be provided for the freight and all amounts receivable from the sender/Principal that Getru has or may have, as well as the right to demand from its contracted carriers to delay the departure of the latter's transport vehicles or to suspend a transport that is already underway as long as its demand to provide security has not been satisfied.
- 11.3. Getru is never liable for any damage that may arise as a result of a delay or suspension as described above.

Article 12. Right of pledge

- 12.1. In the event that the settlement leads to a dispute about the amount payable by Principal or in the event that establishing this amount requires a calculation that cannot be performed at short notice, the party demanding delivery is obliged to immediately pay the share the parties agree on, and to provide security for the disputed share or the share of which the exact amount must still be established.
- 12.2. For all Getru's current and future amounts owed by Principle, a right of pledge as referred to in Section 236 of Book 3 of the Dutch Civil Code is deemed to be vested on all properties, monies and documents of Principal that Getru has or will have in retention for whatever reason.
- 12.3. Should the amounts owed not be paid, the collateral will be sold in a manner prescribed by law or, in the event that agreement has been reached in this respect, after the authority to sell has arisen as a result of a private sale.
- 12.4. The authority to sell as referred to in the preceding paragraph, means pre-eminently that Getru is authorised to sell the objects under its custody at the expense of Principal in accordance with Section 249 et seq. of Book 3 of the Dutch Civil Code, as well as to pay all the amounts receivable from Principle out of the proceeds of this sale, such in the event that Principal defaults on paying the amounts owed to Getru.
- 12.5. If requested, Getru can replace the collateral by an equivalent security, such at the former's sole discretion.

Article 13. COD shipments

- 13.1. COD assignments will be deemed to be shipments.
- 13.2. In the event that Getru arranges the transport of COD shipments by order of Principal and/or COD payments are paid directly or indirectly to Getru or, as the case may be, to the carriers/third parties engaged by Getru, and these COD payments must be surrendered to Principal, Principal owes a COD commission to be determined by Getru.
- 13.3. The carriers/third parties engaged by Getru will wait no more than thirty (30) minutes for a COD payment to be made. In the event that the carriers/third parties engaged by Getru have not

received the COD payments within this time limit, they are entitled, without having received these payments, to discharge the shipment at Principal or, as the case may be, the addressee or receiver, and to continue their route. Getru or the carriers/third parties engaged by Getru cannot be held responsible by Principal for the non-timely payment of these COD payments. In order to establish whether the time limit was exceeded or not, the digital tachograph card of the contracted carrier is binding.

Article 14. Containers

- 14.1. All provisions of these General Terms and Conditions also apply to the provision of CC and other containers and accessories by Getru or the carriers/third parties engaged by Getru.
- 14.2. The accounts of Getru or the carriers/third parties engaged by Getru are determinative with respect to the quantity and condition of CC and other containers and accessories provided by Principal as well as for the determination of the balance of CC and other containers and accessories that are exchanged and taken back.
- 14.3. Getru and/or the carriers/third parties engaged by Getru are no party to CC container contracts entered into by the sender, receiver and/or Principal; therefore, they are not obliged to scan the CC containers for genuineness. However, if prior to or following a transport performed by Getru and/or a carrier/third party engaged by Getru, a CC container is recognised as not-genuine, the consequences thereof will be at the expense of the sender, receiver and/or Principal.
- 14.4. Getru and/or the carriers/third parties engaged by Getru are not obliged to examine whether the same number of containers is taken back or left behind at the loading and unloading address, nor do they bear any responsibility in this respect. Principal is liable towards Getru in the event of a deficit.
- 14.5. In the event that a deficit occurs as a result of the fact that the carriers/third parties engaged by Getru are not capable of taking back the same number of containers and accessories as are left at the loading or unloading address (e.g. because there are not enough containers and accessories available), Principal or, as the case may be, the addressee is obliged to compensate Getru and/or the carriers/third parties engaged by Getru for this deficit. In the event that Getru and/or the carriers/third parties engaged by Getru establish(es) a deficit with respect to the number of containers and accessories made available to Principal or, as the case may be, the addressee, Principal or the addressee is obliged to compensate Getru and/or the carriers/third parties engaged by Getru within a period of two times twenty-four (24) hours.
- 14.6. As soon as the time limit stated in the preceding paragraph has expired, Principal or, as the case may be, the addressee owes an amount of rent of €0.50 per container per day and of €0.10 per plate per day.
- 14.7. In the event of theft or irreparable damage to CC and other containers and accessories, Principal is liable towards Getru for an amount equal to the price currently asked by Container Centralen

or, as the case may be, a third supplier with a minimum of €77.50 per container and of €9.55 per plate, as well as an amount of €16 with respect to the buying out of the maintenance contract that Getru or the carriers/third parties engaged by Getru has or have concluded with a third supplier for the maintenance of the containers and accessories. The above is without prejudice to the right of Getru and/or the carriers/third parties engaged by Getru to claim compensation from Principal for the actual (additional) damage suffered.

14.8. The provisions of this article apply to direct customers and to subcontracted transport.

Article 15. Applicable law and choice of forum

- 15.1. All agreements with Getru are solely governed by and construed in accordance with Dutch law.
- 15.2. All disputes arising from and relating to the agreements to which these General Terms and Conditions apply, will be settled by the competent court in The Hague, unless the law imperatively requires otherwise and with the proviso that Getru has the right to submit a dispute to another court. Furthermore, disputes arising from and relating to Getru's agreements that are governed by the CMR Convention, will be settled, in addition to the court(s) that are competent pursuant to Article 31 of the CMR Convention, by the competent court in The Hague.
- 15.3. For the purpose of this agreement, Getru chooses Bleiswijk as its address for service.