

GENERAL TERMS AND CONDITIONS FOR CARRIAGE

These general carriage terms and conditions (the **Conditions**) are applicable to all offers and agreements between CtrlChain (formerly known as ChainCargo) and the Carrier and are available (including any amendments thereto) at the website of CtrlChain: www.CtrlChain.com.

1. DEFINITIONS

1.1 In these Conditions, the following terms shall have the following meanings:

<u>Agreement:</u>	an agreement entered into by CtrlChain and the Carrier, including any Schedules thereto, in respect of the Carriage, of which these Conditions form part;
<u>AVC:</u>	the Algemene Vervoer Conditie 2002 latest version issued by Stichting Vervoersadres;
<u>Application:</u>	the mobile application of CtrlChain through which the Carrier can update its availability for Carriage and a respective Carriage can be tracked;
<u>Article:</u>	means an article of these Terms & Conditions;
<u>Carriage:</u>	the transport of Goods by road transportation performed by the Carrier for the Shipper;
<u>Carrier:</u>	the Carrier which carries the Goods for the Shipper by road transportation based upon the Agreement and/or Transport Order;
<u>CtrlChain:</u>	CtrlChain B.V., a private limited liability company incorporated under the laws of the Netherlands, whose statutory seat is in Eindhoven, the Netherlands and registered in the trade register of the Dutch Chamber of Commerce under number 72617217, the contractual other party of the Carrier and who uses these Terms & Conditions;
<u>CMR:</u>	convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva1956), as supplemented by the 1978 Protocol;
<u>Conditions:</u>	these CtrlChain general terms and conditions for Carriers;
<u>DCC:</u>	the Dutch Civil Code;
<u>Delivery:</u>	the delivery by the Carrier of the Goods at the Recipient;
<u>Drop-off Location:</u>	the location of Delivery;
<u>Freight Forwarding Services:</u>	the services provided by CtrlChain to the Shipper by engaging the Carrier to have the Goods transported to the Drop-off Location of the Goods as indicated in the Transport Order;

<u>Good/Goods:</u>	the Goods to be made available or made available to the Carrier by or on behalf of the Shipper, for the purpose of executing the Agreement;
<u>Pick-Up Location:</u>	the location of pick-up of the Goods by the Carrier for the Carriage as included in the Transport Order;
<u>Pick-Up Time:</u>	the date and time of pick-up of the Goods for the Carriage as included in the Transport Order;
<u>Platform:</u>	the platform of CtrlChain through which the Carrier can manage its active Carriage orders and fleet;
<u>Recipient:</u>	the person who is entitled to the Delivery;
<u>Shipper:</u>	every natural or legal person who provides CtrlChain with a freight forwarding order to perform freight forwarding services and concludes to that effect a freight forwarding agreement with CtrlChain;
<u>Transport Order:</u>	the electronic Transport Order issued by CtrlChain to the Carrier for the Carriage, which shall contain the required information for the Carrier, including the Pick-Up Location, the place of Delivery, the Pick-Up Time and drop-off date and any other relevant information;
<u>Website:</u>	www.ctrlchain.com and all other websites managed by CtrlChain.

2. APPLICABILITY

2.1 These Conditions are applicable to all offers, agreements, legal acts and actual acts relating to the Carriage and the use of the Platform and the Application, insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between CtrlChain and the Carrier during and after the expiration of the Agreement and/or the use of the Platform and the Application.

2.2 No other general terms and conditions apply, unless CtrlChain explicitly agreed to the applicability of such other terms and conditions in writing. The applicability of the terms and conditions of the Carrier are herewith explicitly rejected, even if the Carrier has referred to such terms and conditions before.

2.3 CtrlChain preserves the right to unilateral amend the Conditions from time to time. Any such amended Conditions shall apply from the moment CtrlChain has published the amended Conditions on the Website. The Carrier shall consult the Website on a regular basis to verify if the Conditions have been amended and the Carrier understands and agrees that the continued use of the Platform and Application, or execution of the Carriage after such amendment or modification, constitutes Carrier's acceptance of the changed or modified Conditions.

2.4 Insofar as any provision in these Conditions is void or otherwise unenforceable, this does not affect the validity of the other provisions in these Conditions. Furthermore, considered to be

applicable is such a stipulation (legally permissible) that is the closest to the purport of the void or voided stipulation.

2.5 If a provision of these Conditions is incompatible with the provisions included in the specific Agreement(s) between CtrlChain and the Carrier or in the Transport Order, the provisions in the relevant specific Agreement or the Transport Order (as the case may be) will prevail. Possible arrangements deviating from these Conditions will not be enforceable, unless CtrlChain has agreed to such deviations in writing.

3. FORWARDING AND CARRIER SERVICES

3.1 Upon the instruction of the Shipper to provide the Freight Forwarding Services, CtrlChain shall engage the Carrier for the Carriage on behalf of and under the sole responsibility of the Shipper. In performing the Freight Forwarding Services, CtrlChain will act as (and shall be deemed) a forwarder as described in article 8:60 of the DCC and the CtrlChain General Terms and Conditions for Freight Forwarding shall apply. If any provision of the CtrlChain General Terms and Conditions for Freight Forwarding deviates from these Conditions, the latter shall prevail (unless otherwise stated in these Conditions). The Carrier acknowledges and agrees that CtrlChain shall in no event be responsible for the Carriage, neither for the correct, accurate and timely performance thereof.

3.2 The Carrier acknowledges that, upon entering into an agreement with CtrlChain to provide its vehicles for the execution of the Transport Order, the Carrier is aware of the specific types of vehicles offered to the Shippers for that specific transport. The types accepted by CtrlChain and the Shippers are the ones exclusively mentioned in CtrlChain's website. The provision of any vehicle other than the one on the Transport Order shall be deemed as improper execution, thus constituting a breach of the agreement.

4. TRANSPORT ORDERS AND AGREEMENT

4.1 If the Freight Forwarding Services to be performed by CtrlChain involve recurring Carriage, CtrlChain and the Carrier shall enter into an Agreement. Notwithstanding the amount and frequency of Carriage services laid down in the Agreement, each individual Carriage shall only constitute a binding arrangement between CtrlChain and the Carrier upon the confirmation by CtrlChain to the Carrier of each individual Carriage by sending to the Carrier a Transport Order. If CtrlChain has not ultimately prior to the Pick-Up Time of the respective Carriage provided the Carrier with the Transport Order, no agreement with respect to the individual Carriage has come into effect.

4.2 In the event of incidental Carriage as requested by a Shipper on a case-by-case basis, CtrlChain shall provide the Carrier with a Transport Order which shall constitute the confirmation by CtrlChain for the Carriage.

5. SURCHARGES

5.1 CtrlChain shall use reasonable endeavours to prevent any surcharges from being applied to the shipping prices. In case of cancellation, postponement or waiting hours at the pickup or delivery location, and additional costs cannot be prevented, CtrlChain applies the following surcharges:

5.2 Cancellation fee: in the case CtrlChain cancels order towards Carrier

More than 24 hours	€ 0
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Between 24 hours and 18 hours	Maximum of 20% of total shipment costs
Between 18 and 12 hours	Maximum of 40% of total shipment costs
Between 12 and 6 hours	Maximum of 60% of total shipment costs
Less than 6 hours	Maximum of 80% of total shipment costs
At pick up time	Maximum of 100% of total shipment costs

The cancellation fees listed above indicate the maximum amount that CtrlChain shall reimburse the Carrier, in the event of cancellation, where the Carrier bears no responsibility. If the Carrier has not supplied the agreed-upon type of vehicle or failed to adhere to the transportation measures or/and to properly perform the Transport Order, CtrlChain reserves the right to cancel the order without providing reimbursement to the Carrier.

Moreover, should the Carrier not provide the agreed-upon type of vehicle at the pick-up point, the Carrier is obliged to compensate all damages to be incurred by CtrlChain, including but not limited to all additional costs and expenses to be made for a Carrier commissioned by CtrlChain as an alternative. If the Carrier finds any alternative solution(s) itself with a subcontractor within a timeframe acceptable to CtrlChain, the Carrier needs prior written consent from CtrlChain to perform the shipment with the subcontractor.

5.3 Cancellation fee: in the case Carrier cancels order towards CtrlChain

More than 24 hours before start of the pickup window or timeslot	€ 0
Between 24 hours and 18 hours	Maximum of 20% of agreed transport price
Between 18 and 12 hours	Maximum of 40% of agreed transport price
Between 12 and 6 hours	Maximum of 60% of agreed transport price
Less than 6 hours	Maximum of 80% of agreed transport price

If the Carrier terminates a confirmed Transport Order before the time of collection, the Carrier is also obliged to compensate all damages to be incurred by CtrlChain, including but not limited to all additional costs and expenses to be made for a Carrier commissioned by CtrlChain as an alternative. If the Carrier finds any alternative solutions itself with a subcontractor within a timeframe acceptable to CtrlChain, the Carrier needs prior written consent from CtrlChain to perform the shipment with the subcontractor.

5.4. Postponement & Waiting Costs

Type of vehicle	Starts after	Maximum price per hour
Small vehicle < 3.500 kg loading capacity	15 minutes	€ 35,00
Large vehicle > 3.500 kg loading capacity	2 hours	€ 50,00

Postponement/waiting time in loading or/and unloading shall not be charged by the Carrier more than four hundred Euros (€ 400,-) per 24h, regarding the large vehicles, and two hundred eighty Euros (€ 280,-) regarding the small vehicles, provided that no cancellation order has been issued. Any postponement/waiting time needs to be notified to CtrlChain immediately.

6. PLATFORM AND APPLICATION

6.1 In order to use the Platform and Application, the Carrier must register itself via the Website and create an account on the Platform by completing the registration process. Once CtrlChain

has approved the registration of the Carrier, the Carrier will receive a confirmation by e-mail and will be granted access to the Platform and Application.

6.2 The Carrier agrees to provide CtrlChain with accurate and complete information for the registration and agrees to communicate all facts and circumstances that may be important for the proper performance of the Platform and Application. CtrlChain reserves the right, to its sole discretion, at any time, to limit, suspend and/or block the Carrier's access to the Platform and Application. This information is safeguarded in compliance with the General Data Protection Regulation (GDPR) and is subject to all the necessary protective measures, as outlined in our Privacy Policy.

6.3 The Carrier shall use the Platform and Application in accordance with CtrlChain's instructions, these Conditions and the applicable regulations, and agrees that it takes full responsibility and liability for all activity occurring during the use of its account, whether it is authorized or not. The Carrier must inform CtrlChain without delay about any unauthorized use of its account.

7. RENUMERATION AND PAYMENT

7.1 All prices quoted by the Carrier shall be deemed to include all costs that are for the account of the Carrier. Unless provided otherwise, all prices agreed between CtrlChain and the Carrier are all-in and fixed rates and shall include all costs for the Carriage, including but not limited to payment of freight, duties, levies, taxes and/or other costs.

7.2 The Carrier shall provide CtrlChain with an invoice for the payment of the Carriage and, unless explicitly agreed otherwise in writing, CtrlChain shall pay the Carrier within 30 days as from the date of the invoice sent by the Carrier.

7.3 The risk of exchange rate fluctuations shall be borne by the Carrier.

7.4 CtrlChain reserves the right to offset (*verrekenen*) any outstanding amounts due towards the Carrier with any of the (potential) amounts due by the Carrier towards CtrlChain. CtrlChain also reserves this right in the event that the claim, on which the debt of Carrier to CtrlChain is based, is not due and payable, is conditional or is dominated in a currency other than the currency of the claim against which it is being offset. Claims in different currencies are offset against each other using the exchange rate of the day of the setoff. In case of an offset pursuant to this Article 7.4, CtrlChain shall notify the Carrier in advance, or if this is not possible, as soon as possible thereafter.

8. INSTRUCTIONS OF CTRLCHAIN

8.1 CtrlChain is entitled to change the Pick-Up Location, to designate somebody else as Recipient, to change the Drop-off Location as well as to give instructions concerning the Transport Order.

8.2 Instructions by CtrlChain may also be given after receipt of the Goods by the Carrier.

9. OBLIGATIONS OF THE CARRIER

9.1 The Carrier is obliged to comply with all national and international applicable laws and regulations including but not limited to the AVC and the CMR.

9.2 The Carrier is obliged to promptly inform CtrlChain in writing of any circumstances which may impact the Carriage or the Freight Forwarding Services provided by CtrlChain to the Shipper.

9.3 In order to ensure the quality and integrity of the Platform, Application and Freight Forwarding Services, the Carrier shall ensure that:

- (a) only authorized and capable persons shall have access to the Platform and Application;
- (b) the Carrier shall have sufficient resources to meet its obligations arising from the Agreement; and
- (c) the Carrier shall comply with any data protection obligations under applicable data protection and privacy legislation.

9.4 The Carrier is obliged to perform the Transport Order itself by using its own vehicles and qualified personnel. Only with prior written consent from CtrlChain the Carrier is allowed to subcontract any Transport Order to another carrier.

9.5 In the event that the Carrier violates Article 9.4 and the subcarrier causes damage during the execution of the Transport Order, the Carrier is fully liable for all damages towards CtrlChain. Contrary to Article 6:94 paragraph 2 DCC, the Carrier is obligated to pay a contractual penalty of EUR 10,000, =, to CtrlChain in addition to the aforementioned damages due.

9.6 In the event that the Carrier violates Article 9.4, the Carrier agrees to defend, indemnify and hold harmless CtrlChain, its affiliates, and employees at all times from all liabilities, claims and expenses, made by the Shipper or any third-party.

10. LIMITATION OF LIABILITY

10.1 This Article 10 applies to all liabilities on the part of CtrlChain, regardless of the legal basis of such liability.

10.2 As described in Article 3.1, CtrlChain offers Freight Forwarding Services, CtrlChain will act as (and will be deemed) a forwarder as described in article 8:60 of the DCC and CtrlChain shall not offer transport services and also does not intend to offer such services.

10.3 CtrlChain shall never be liable for damages, losses, costs incurred or to be incurred towards the Shipper or Carrier with respect to the delay in the Delivery.

10.4 For any other damages, losses, costs than those mentioned in Article 10.3, CtrlChain shall only be liable for damages which are evidenced by the Carrier to be accountable to wilful misconduct or gross negligence on the part of CtrlChain or its employees.

10.5 CtrlChain shall not accept any form of liability whatsoever for disputes between the Carrier and the Shipper.

10.6 The use of the Platform and the Application is provided to the Carrier on the basis of *as available* and *as-is*. The Carrier acknowledges that the use of the Platform and Application is at the risk of the Carrier.

10.7 CtrlChain does not grant any implied or expressed warranty and CtrlChain explicitly does not warrant to the Carrier, including but not limited to, the following:

- (a) the accuracy of the information provided, whether or not through the Platform, by the Shipper or any other third party;
- (b) the propriety of the Platform and Application for the business of the Carrier;
- (c) that the Website, Platform and/or the Application are or will be completely error-free, bug-free or interrupted.

10.8 CtrlChain is not liable for any stoppages, slowdowns, interruption of the Website, the Platform and/or Application or damage or loss resulting from the temporary unavailability of the Website, Platform or Application, regardless of the basis for liability.

10.9 In the event CtrlChain is liable, CtrlChain shall only be liable for damages, losses, liabilities, costs and/or expenses within the meaning of article 6:96 of the DCC directly resulting from the wilful misconduct or gross negligence of CtrlChain, provided, however, that CtrlChain shall in no event be liable for any indirect damages, loss of anticipated profits, incurred losses, loss of savings and incurred expenses or other (consequential) damage.

10.10 The Carrier agrees to defend, indemnify and hold harmless CtrlChain, its affiliates, and employees at all times from all liabilities, claims and expenses, made by any third party due to the use of the Platform or Application or any breach of these Conditions or the Agreement.

11. INTELLECTUAL PROPERTY

11.1 All intellectual property rights, such as trademarks and copyrights to the name CtrlChain, the Website, the Platform, the Application, and the software are and shall remain owned by and vested in CtrlChain or its affiliates. Any use of the above name, Website, the Platform, the Application, and software or their content, including the full or partial reproduction, publication, copying or storage of such content other than for own use by the Carrier is prohibited without CtrlChain's prior, specific and written consent.

11.2 All intellectual property rights to the Website, Platform and Application are vested exclusively in CtrlChain, its affiliates, its licensors or its suppliers. The software components owned by third parties, including open source, shall be subject to licenses issued by that respective third party.

11.3 The Carrier will acquire only the rights of use of the Platform and Application expressly granted under these Conditions, the Agreement and the law. The right of use of the Platform and Application to which the Carrier is entitled is not exclusive and cannot be transferred, pledged or sublicensed by the Carrier.

11.4 CtrlChain shall have the right to, at any time redesign, change the order, structure and specifications, features and every component and/or other aspect of the Website, Platform and Application or any other proprietary content used by CtrlChain.

12. PRESCRIPTION AND LIMITATION

- 12.1 Every claim of the Carrier under this Agreement shall be time-barred by the mere expiry of a period of nine months (statute of limitations/verjaringstermijn).
- 12.2 Every claim vis-a-vis CtrlChain shall be time-barred by the mere expiry of a period of 18 months (expiry period/vervaltermijn).

- 12.3 The periods of time stated in paragraphs 1 and 2 commence on the day following the day on which the claim has become due and payable, or the day following the day on which the prejudiced party had the knowledge of the loss. Notwithstanding the foregoing provisions, the aforementioned periods of time for claims with regard to damage, value depreciation or loss of the Goods, commence on the day following the day on which the Goods are delivered by CtrlChain or should have been delivered.
- 12.4 In the event that CtrlChain is held liable by Third Parties, including any public authority, for damages, the periods of time stated in paragraphs 1 and 2 commence as from the first of the following days:
- the day following the day on which the Third Parties have brought action against the Freight Forwarder;
 - the day following the day on which CtrlChain has settled the claim brought against it.
- If CtrlChain or the Third Party whose services it has engaged objects and/or appeals, the periods of time stated in paragraphs 1 and 2 commence on the day following the day on which a final ruling has been given on the objections and/or appeal.
- 12.5 Unless the situation referred to in paragraph 4 of this article occurs, if following the term of prescription, a claim is brought against one of the parties for that payable by that party to a Third Party, a new term of prescription of three months commences.

13. APPLICABLE LAW AND ARBITRATION

- 13.1 Every Agreement between CtrlChain and the Carrier is exclusively governed by Dutch law.
- 13.2 All disputes that may arise between CtrlChain and its counterparty (Shipper or Carrier) will be decided by three arbitrators in accordance with the FENEX Arbitration Rules to the exclusion of the ordinary court in the highest jurisdiction. The FENEX arbitration rules and the current rates of the arbitration procedure can be read and downloaded from the FENEX website. A dispute is present when one of the parties declares that this is the case.
- 13.3 Without prejudice to the provisions of paragraph 2, CtrlChain is free to submit claims of sums of money due and payable, in which regard the indebtedness has not been disputed in writing by the other party within four weeks of the invoice date, to the competent Dutch court in the place of residence of CtrlChain. CtrlChain is also free to submit claims of an urgent nature in interlocutory proceedings to the competent Dutch court in the place of residence of CtrlChain.
- 13.4 The arbitration shall be decided by three arbitrators, unless neither party has submitted a request to appoint arbitrators and the parties jointly notify the FENEX Secretariat in writing that they wish to have settled the arbitration by the arbitrator appointed jointly by them, with the written declaration of the arbitrator jointly appointed by them stating his/her acceptance of the appointment and the operation and validity of the FENEX arbitration rules.
- 13.5 One of the arbitrators shall be appointed by the President or Vice-Chairman of FENEX; the second is appointed by the Dean of the Bar Association of the district in which CtrlChain is established; the third shall be appointed by both arbitrators so appointed by mutual agreement.
- 13.6 The Chairman of FENEX shall appoint a person of expertise in forwarding and logistics; the Dean of the Bar Association will be requested to appoint a lawyer who is an expert in forwarding and logistics; the third arbitrator shall preferably be a person who is an expert in the branch of trade or business in which the other party of CtrlChain works.

- 13.7 Where applicable, arbitrators shall apply the provisions of international transport conventions, including, inter alia, the Convention on the Contract for the International Carriage of Goods by Road (CMR).

