

## GENERAL TERMS AND CONDITIONS FOR FREIGHT FORWARDING

These general freight forwarding terms and conditions (the **Conditions**) are applicable to all offers and agreements between CtrlChain (formerly known as ChainCargo) and the Shipper and are available (including any amendments thereto) at the website of CtrlChain: [www.ctrlchain.com](http://www.ctrlchain.com).

### 1. DEFINITIONS

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

Agreement: an agreement entered into by CtrlChain and the Carrier, including any Schedules thereto, in respect of the Carriage, of which these Conditions form part;

ADR: the United Nations treaty dated 30 September 1957 concerning the International Carriage of Dangerous Goods by Road which governs the transnational transport of hazardous materials.

Article: means an article of these Conditions;

CtrlChain: 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 Conditions;

CMR: convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva1956), as supplemented by the 1978 Protocol;

Conditions: these CtrlChain general terms and conditions for Carriers;

DCC: the Dutch Civil Code;

Good/Goods: 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;

Third Party: all those natural or legal persons, who are not employees of CtrlChain, with whom CtrlChain has an undertaking on behalf of the Shipper, irrespective of whether CtrlChain has the undertaking in its own name or in the name of the Shipper, including but not limited to carriers which business activity consists out of the transportation of goods;

Services: the freight forwarding services performed by CtrlChain for or on behalf of the Shipper;

Platform: the platform of CtrlChain through which the Carrier can manage its active Carriage orders and fleet;

Shipper: 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;

Transport Order: 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;

Website: [www.ctrlchain.com](http://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 Services including but not limited to the use of the Platform, insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between CtrlChain and the Shipper during and after the expiration of the Agreement and/or the use of the Platform.

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 Shipper are herewith explicitly rejected, even if the Shipper 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 Shipper shall consult the Website on a regular basis to verify if the Conditions have been amended and the Shipper understands and agrees that the continued use of the Platform after such amendment or modification constitutes Shipper'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) or Transport Order between CtrlChain and the Shipper, the provisions in the relevant specific Agreement or Transport Order will prevail. Possible arrangements deviating from these Conditions will not be enforceable, unless CtrlChain has agreed in writing to such deviations.

## 3. FORWARDING SERVICES AND THIRD PARTIES

3.1 The Shipper instructs CtrlChain to have the Goods transported to the destination of the recipient of the Goods as indicated in the Transport Order and to engage Third Parties for the transportation of such Goods.

3.2 The Shipper gives CtrlChain free rein to engage the services of Third Parties for the transportation of the Goods, and to apply or accept the (general) terms and conditions applicable to the relationship with those Third Parties at the Shipper's expense and risk, unless agreed otherwise with the Shipper in writing. At the Shipper's request, CtrlChain is obliged to provide (a copy of) the (general) terms and conditions under which it has entered into a contract with those Third Parties. The Shipper acknowledges that the transportation of the Goods may be subject to the CMR and the (general) terms and conditions applicable to the relationship between CtrlChain and the Third Party carrier engaged for the transportation of the Goods.

3.3 CtrlChain shall engage the Third Party carrier engaged for the transportation of the Goods on behalf of and under the sole responsibility of the Shipper. CtrlChain shall in no event be responsible for the transportation services to be carried out by the Third Party carrier, neither for the correct, accurate and timely performance thereof.

3.4 Unless agreed upon otherwise in writing between CtrlChain and the Shipper, the Shipper acknowledges that CtrlChain shall not engage a Third Party carrier for transportation of the Goods on behalf of the Shipper if the Goods contain litter or Goods that qualify as hazardous materials based upon the ADR.

3.5 In performing the Services, CtrlChain will act as (and shall be deemed) a forwarder as described in article 8:60 of the DCC. The Shipper acknowledges and agrees that the use of the Services (whether

or not through the Platform) constitutes a freight forwarding agreement between the Shipper and CtrlChain as referred to in article 8:60 of the DCC.

#### **4. PLATFORM**

4.1 In order to use the Services, CtrlChain shall register the Shipper on the Platform in order to create an account on the Platform for the Shipper. Once the registration process has been completed, the Shipper will receive a confirmation by e-mail and will be granted access to the Platform in order to use the Services.

4.2 The Shipper 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 Services and provide CtrlChain with all required data and information with regard to these facts and circumstances. CtrlChain reserves the right, to its sole discretion, at any time, to limit, suspend and/or block the Shipper's access to the Platform, including but not limited in the event the information provided by the Shipper is not accurate or complete.

4.3 The Shipper shall use the Platform 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 his account, whether it is authorized or not. The Shipper must inform CtrlChain without delay about any unauthorized use of its account.

#### **5. TRANSPORT ORDERS**

5.1 All individual Transport Orders shall be made by the Shipper through the Platform. Each Transport Order shall include all relevant information for the Third Party carrier engaged for the transportation of the Goods, including a description of the nature of the Goods, the weight, volume and dimensions of the Goods, the destination and any other relevant information. A Transport Order shall only come into effect at the time CtrlChain sends an electronic order confirmation to the Shipper via the Platform confirming the Transport Order.

5.2 All offers made by CtrlChain are non-binding and individual Transport Orders, as well as amendments of and additions to such Transport Orders, shall only become effective if and insofar as CtrlChain has confirmed these to the Shipper through the Platform or by e-mail. CtrlChain shall send such order confirmation as soon as the Transport Order has been matched (whether or not on the Platform) with a Third Party carrier engaged for the transportation of the Goods. A Transport Order shall also come into effect by means of implementation by CtrlChain of an offer or the execution of a Transport Order submitted by the Shipper to CtrlChain. As soon as a Transport Order has been confirmed through the Platform or by e-mail, CtrlChain shall engage the Third Party carrier engaged for the transportation of the Goods.

#### **6. RENUMERATION**

6.1 All prices quoted shall be based on the prices that apply at the time of the confirmation of the Transport Order through the Platform or by e-mail. If between the time of the offer and the time of execution of the confirmation of the Transport Order through the Platform or by e-mail, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, CtrlChain is entitled to pass on this increase to the Shipper. CtrlChain must be able to prove the changes.

6.2 If CtrlChain charges all-in or fixed rates, these rates shall be deemed to include all costs that, in the normal process of handling the Transport Order, are for the account of CtrlChain.

6.3 Unless provided otherwise, all-in or fixed rates shall not include at any time: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.

6.4 In the event of circumstances that are of such a nature that when concluding the Agreement or the relevant Transport Order, it was not deemed necessary to take into account the risk that they could occur, which cannot be attributed to CtrlChain and that significantly increase the costs of the Services being performed, CtrlChain is entitled to an additional payment. Where possible, CtrlChain shall consult in advance with the Shipper. In such case, the additional payment shall consist of the additional costs that CtrlChain has had to incur in order to perform the Services, plus an additional payment – deemed fair and equitable – for the services to be performed by CtrlChain.

6.5 Expenses of an exceptional nature and higher wages arising whenever Third Parties, by virtue of any provision in the relevant agreements between CtrlChain and Third Parties, load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays in the country where the Service is being carried out, shall not be included in the agreed prices, unless specifically stated. Any such costs shall therefore be remunerated by the Shipper to CtrlChain.

6.6 Other than in cases of intent or deliberate recklessness on the part of CtrlChain, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as waiting times, etc. shall be borne by the Shipper, even when CtrlChain has accepted the Transport Order from which the additional costs arise without protestation. CtrlChain must make every reasonable efforts to avoid these costs.

## **7. INSURANCE**

7.1 Insurance of any kind shall only be arranged at the Shipper's expense and risk following acceptance by CtrlChain of the Shipper's explicit written order, in which the Shipper clearly specifies the goods to be insured and the value to be insured. A mere statement of the value or the interest is not enough.

7.2 CtrlChain will take out the insurance (or arrange for this to be taken out) through an insurer / insurance broker / insurance intermediary. CtrlChain is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.

7.3 When the Third Party carrier uses equipment, such as derricks, cranes, fork-lift trucks and other machines to perform the transportation of the Goods that do not form part of its usual equipment, CtrlChain shall be entitled to take out insurance at the Shipper's expense to cover the risks arising from the use of such equipment. Where possible, CtrlChain shall consult in advance with the Shipper about the use of such equipment. If no timely prior consultation is possible, CtrlChain will take the measures that seem to it to be in the best interests of the Shipper and shall inform the Shipper of that.

## **8. DELIVERY DATE, METHOD OF DELIVERY AND ROUTE**

8.1 The mere statement by the Shipper or CtrlChain of a time for delivery shall not legally bind CtrlChain. Arrival times are not strict deadlines and are not guaranteed by CtrlChain.

8.2 If the Shipper has not given any specific instructions about this with its Transport Order, the method of delivery and route shall be at CtrlChain's discretion and CtrlChain may at all times accept the documents customarily used by the Third Parties it contracts for the purpose of carrying out its orders.

## **9. COMMENCEMENT OF THE SERVICES**

9.1 The Shipper is obliged to deliver the Goods to the Third Party in suitable packaging to the agreed location, at the agreed time and in the manner agreed.

9.2 In respect of the Goods, as well as in respect of the handling thereof, the Shipper is obliged to supply CtrlChain and the Third Party carrier transporting the Goods timely with any details and documents that it knows or is ought to know, are of importance to CtrlChain or the Third Party carrier engaged for the transportation of the Goods. If the Goods and/or activities are subject to governmental

provisions, including customs and excise regulations and tax rules, the Shipper must provide all information and documents, timely, that are required by CtrlChain or the Third Party carrier engaged for the transportation of the Goods in order to comply with those provisions.

9.3 The Shipper guarantees that the information and documents that it provides are correct and complete and that all instructions and Goods that are made available comply with applicable legislation and regulations. CtrlChain shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.

## 10. GOODS HANDLING

10.1 All operations such as inspecting, sampling, taring, tallying, weighing, measuring, etc. and receiving goods subject to appraisal by a court-appointed expert, shall take place only on the Shipper's specific instructions and upon remuneration of the costs thereof.

10.2 Notwithstanding the provisions in Article 10.1, CtrlChain shall be entitled, but not obliged, on its own authority and at the Shipper's expense and risk, to take all such actions as it deems necessary in the Shipper's interest. Where possible, CtrlChain shall consult in advance with the Shipper. If this is not possible, CtrlChain shall take the measures that seem to it to be in the best interests of the Shipper and shall inform the Shipper of the measures taken and the associated costs, as soon as this is reasonably possible.

10.3 CtrlChain is not an expert with respect to the Goods. CtrlChain shall therefore in no way be liable for any damage that arises from or that is related to any notification by CtrlChain with regard to the state, nature or quality of the Goods; nor shall CtrlChain be under any obligation to ensure that the shipped Goods correspond with the samples.

## 11. LIABILITY

11.1 All Services shall be at the Shipper's expense and risk. CtrlChain does not offer transport services and also does not intend to offer such services.

11.2 Without prejudice to the provisions in Article 17, CtrlChain shall not be liable for any damage whatsoever, unless the Shipper can prove that the damage has been caused by fault or gross negligence on the part of CtrlChain.

11.3 CtrlChain's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, CtrlChain's liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.

11.4 The damage to be reimbursed by CtrlChain shall never exceed the invoice value of the Goods, to be evidenced by the Shipper, in default whereof the market value, to be evidenced by the Shipper, at the time when the damage occurred, shall apply.

11.5 CtrlChain does not warrant that the Website and/or the Platform are or will be completely error-free, bug-free or interrupted. CtrlChain is not liable for any stoppages, slowdowns, interruption of the Website and/or Platform or damage or loss resulting from the temporary unavailability of the Website or Platform, regardless of the basis for liability.

11.6 CtrlChain shall never be liable for loss of profit, consequential loss and immaterial damage, however that occurred.

11.7 If during the execution of the Agreement damage occurs for which CtrlChain is not liable, taking into account the provisions in Article 20, CtrlChain shall make efforts to recover the Shipper's damage from the party that is liable for the damage. CtrlChain shall be entitled to charge to the Shipper the



costs incidental thereto. If so requested, CtrlChain shall waive in the Shipper's favour its claims against Third Parties whose services it engaged for the purpose of executing the Agreement.

11.8 The Shipper shall be liable vis-a-vis CtrlChain for any damage – including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights – suffered directly or indirectly by CtrlChain as a result of (amongst other things) the non-compliance by the Shipper of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident that is within the control of the Shipper, as well as a result of the fault or negligence in general of the Shipper and/or its employees and/or Third Parties whose services the Shipper engages and/or Third Parties that work on behalf of the Shipper.

11.9 The Shipper shall indemnify CtrlChain at all times against third-party claims, including employees of both CtrlChain and the Shipper, connected with or ensuing from the damage referred to in Article 11.8.

11.10 Even where all-in or fixed rates, as the case may be, have been agreed, CtrlChain that is not a carrier but always qualifies as a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the DCC, shall be liable, whereby the liability is governed by these Conditions.

11.11 If a claim is made against CtrlChain by the Shipper outside of the Agreement in respect of the damage that occurs during the execution of the Services, then CtrlChain's liability shall be limited to the limitations included in this Agreement.

11.12 If to defend its liability for conduct of a Third Party or employee CtrlChain derives a defence from the Agreement vis-a-vis the Shipper, then if it is held liable by the Shipper under this defence, a Third Party or employee can invoke this defence as if the Third Party or employee were also party to the Agreement.

11.13 In the event CtrlChain is held liable outside of the Agreement with regard to damage to or loss of a Good or delay in delivery by someone who is not party to the Agreement or a transport agreement entered into by or on behalf of CtrlChain, then CtrlChain has no further liability than it would have under the Agreement.

## **12. Force Majeure And Extraordinary Circumstances**

12.1 CtrlChain shall not be liable for the performance of any of its obligations under the Agreement(s) in case it has not been able to properly or punctually perform its obligations due to a matter of force majeure. In the event of a force majeure, CtrlChain is entitled, at its sole discretion, to alter the delivery date, term and/or method, to cancel or suspend any Transport Orders or to terminate the Agreement(s) without judicial intervention and without any requirement for the payment of compensation towards the Shipper or any other party.

12.2 Matters of force majeure which shall in no circumstances be at the risk of CtrlChain include, but are not limited to, the following: (i) the behaviour of persons appointed by CtrlChain to fulfil their obligations towards the Shipper, (ii) government legislation or orders prohibiting or limiting the use of the Services, (iii) suspension or closure of CtrlChain's business, (iv) import or export restrictions or prohibitions, (v) natural disasters or nuclear incidents, (vi) epidemics and pandemics, including COVID-19 and any mutations thereof, (vii) war or the threat of war, (viii) malfunctioning of the Platform due to circumstances beyond the reasonable control of CtrlChain and/or (vii) any other circumstances beyond the reasonable control of CtrlChain.

12.3 All additional costs caused by the force majeure or extraordinary circumstance, such as transport and storage charges, warehouse or yard rental, standing fees, insurance, removal, etc., shall be borne by the Shipper and shall be paid to CtrlChain at the latter's first request.

### 13. CANCELLATION AND WAITING COSTS POLICY

#### 13.1

	Order cancellation	Order postpone
>24 hours before the order is desired to be shipped	no cancellation fee	no cancellation fee
24 hours - 8 hours before the order is desired to be shipped	75% of the shipping fee	60% of the shipping fee
<8 hours before the order is desired to be shipped	100% of the shipping fee	100% of the shipping fee

#### 13.2 Shipment type | starts after | Price per hour

Courier | start after 15 minutes | € 38,00  
FTL | start after 2 hours € 75,00

### 14. REFUSAL OF CARRIERS

14.1 If the carrier that CtrlChain has hired for the transportation refuses to sign for quantity, weight, etc., CtrlChain shall not be liable for the consequences thereof.

### 15. IMPERATIVE LAW

15.1 These Conditions shall not affect articles 8:61 paragraph 1, 8:62 paragraphs 1 and 2 and 8:63 paragraphs 1, 2 and 3 of the DCC.

### 16. PAYMENT CONDITIONS

16.1 Payments must be made on the agreed date, in the currency specified by CtrlChain and to the bank or giro account specified on the invoice. Where no date for payment has been agreed and no date is specified on the invoice, then payment must be made within fourteen (14) calendar days as of the invoice date.

16.2 In the event the Shipper fails to timely meet the payment of any amount due, then, without any written notification being required, CtrlChain shall be entitled to charge interest at the statutory commercial rate as specified in article 6:119a of the Dutch Civil Code, increased by two percent (2%) per month on the outstanding amounts, commencing at the time the amount in question becomes due and payable. For each day lapsed in the month wherein the Shipper has paid the delayed payment of the amounts due, the additional interest of two percent (2%) per month shall be charged on a pro rata basis.

16.3 In the event the Shipper fails to timely meet the payment of any amount due, CtrlChain shall be entitled to suspend any (further) deliveries or amounts due to the Shipper.

16.4 All costs to be made by CtrlChain pursuant to a shortcoming by the Shipper in meeting its payment and/or other obligations towards CtrlChain shall be reimbursed by the Shipper. These costs shall include both judicial and extrajudicial costs, including but not limited to the costs of legal and other advisors.

16.5 Payments to CtrlChain shall be deemed to have been made firstly in order to settle any costs incurred by CtrlChain, secondly to settle any interest incurred, and subsequently to pay any payable invoices in the sequence determined by CtrlChain, even where the Shipper indicates that its payment is intended to pay other invoices and/or liabilities.

16.6 Any objections in relation to CtrlChain's invoices must be submitted before the due payment date of the invoice, in default of which the invoice shall be deemed to be accurate and accepted by the Shipper.

16.7 CtrlChain reserves the right to offset (verrekenen) any outstanding amounts due towards the Shipper with any of the (potential) amounts due by the Shipper towards CtrlChain. CtrlChain also reserves this right in the event that the claim, on which the debt of Shipper 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, CtrlChain shall notify the Shipper in advance, or if this is not possible, as soon as possible thereafter.

16.8 The risk of exchange rate fluctuations shall be borne by the Shipper.

16.9 The amounts referred to in Article 1616.1 shall also be due if damage has occurred during the execution of the Agreement.

16.10 If, in contravention of Article 1616.1, CtrlChain allows deferred payment, CtrlChain shall be entitled to make a credit limit charge.

16.11 In the event of termination or dissolution of the Agreement, all claims of CtrlChain – including future claims – shall be due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if (i) the bankruptcy of the Shipper is announced, (ii) the Shipper applies for suspension of payment or otherwise loses the unrestricted disposition over a significant part of its assets, (iii) the Shipper offers a settlement to his creditors, (iv) the Shipper is in default of fulfilling any financial obligation owed to CtrlChain, (v) the Shipper ceases to trade or, (vi) where the Shipper is a legal entity or corporate body – if the legal entity or the corporate body is dissolved.

16.12 Upon first demand by CtrlChain, the Shipper must provide security for the amount owed or that shall be owed by the Shipper to CtrlChain. This obligation remains if the Shipper also has to provide or has provided security in relation to the amount owed.

16.13 CtrlChain shall not be obliged, from its own means, to provide security for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand from CtrlChain to provide security shall be borne by the Shipper. If CtrlChain has provided security from of its own means, it may demand that the Shipper immediately pays the amount for which security has been provided. Where possible, CtrlChain shall consult in advance with the Shipper. If no timely prior consultation is possible, CtrlChain will take the measures that seem to it to be in the best interests of the Shipper and shall inform the Shipper of that.

16.14 The Shipper shall at all times be obliged to indemnify CtrlChain for any amounts to be levied or additionally demanded by any authority in connection with the Agreement, as well as any related fines imposed upon CtrlChain. The Shipper shall also reimburse the said amounts to CtrlChain if a Third Party brought in by CtrlChain demands payment for the said amounts within the framework of the Agreement.

16.15 The Shipper shall at all times indemnify CtrlChain for any amounts, as well as for all additional costs that may be claimed or additionally claimed from CtrlChain in connection with the Agreement and/or Transport Order, as a result of incorrectly levied freight and costs.

16.16 It shall not be permissible for claims receivable of the Shipper to be set off against payment of remunerations arising from the Agreement on any other account in respect of the Services owed by the Shipper or of other costs chargeable against the Goods with claims of the Shipper or suspension of the aforementioned claims by the Shipper.

## 17. SECURITIES



17.1 CtrlChain has the right to refuse the delivery of Goods, documents and/or monies, that CtrlChain (indirectly) has or will obtain, for whatever reason and with whatever destination, in respect of another party.

17.2 CtrlChain has a right of retention in respect of all Goods, documents and monies that CtrlChain (indirectly) holds or will hold for whatever reason and with whatever destination, for all claims CtrlChain has or might have in future on the Shipper and/or the owner of the Goods, including in respect of all claims which do not relate to those Goods.

17.3 CtrlChain has a right of lien in respect of all Goods, documents and monies that CtrlChain (indirectly) holds or will hold for whatever reason and with whatever destination, for all claims CtrlChain has or might have in future on the Shipper and/or the owner of the Goods.

17.4 CtrlChain shall regard anyone who, on behalf of the Shipper, entrusts Goods to CtrlChain for performing Services, as the Shipper's agent for creating a lien on those Goods.

17.5 If when settling the invoice, a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then at the discretion of CtrlChain, the Shipper or the party that demands delivery at the request of CtrlChain is obliged to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.

17.6 CtrlChain can also exercise the rights outlined in this Article 17 (right of lien, right of retention and right to refuse delivery) for what is still owed to it by the Shipper in relation to previous Transport Orders and for any amounts payable by way of delivery C.O.D. in respect of the Goods.

17.7 The sale of any security shall take place at the account of the Shipper in the manner prescribed by law or – if there is consensus thereon – privately.

17.8 At CtrlChain's first request, the Shipper shall furnish security for costs paid or to be paid by CtrlChain to Third Parties or government authorities and other costs that CtrlChain incurs or anticipates incurring, on behalf of the Shipper, including freight costs, duties, taxes, levies and premiums.

17.9 In the absence of documents, CtrlChain is not obliged to give indemnities or furnish securities. If CtrlChain has given indemnification or furnished security, the Shipper is obliged to indemnify CtrlChain from all consequences thereof.

## **18. TERMINATION OF THE AGREEMENT**

18.1 CtrlChain can terminate the Agreement with immediate effect in the event the Shipper: (i) discontinues its profession or business largely or in full, (ii) loses the power to dispose of its assets or a substantial part thereof, (iii) loses its legal personality, (iv) is dissolved or effectively liquidated, (v) is declared bankrupt, (vi) offers an agreement excluded from the bankruptcy proceedings, (vii) applies for moratorium on payment or (viii) loses the power to dispose of its goods or a substantial part thereof as a result of seizure.

18.2 If CtrlChain consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered in accordance with Article 11, the Shipper can dissolve the Agreement with immediate effect in full or in part after (i) it has notified CtrlChain by registered letter with reasons how CtrlChain has failed to comply, stipulating a period of time of at least 30 days for fulfilment of the obligations; and (ii) on expiry of the respective term of 30 days, CtrlChain has not yet fulfilled the obligations.

18.3 If the Shipper consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered, CtrlChain can dissolve the Agreement with immediate effect in full or in part after, (i) it has, by registered letter, stipulated a period of time of 14 days to the Shipper for fulfilment of the obligations and (ii) upon expiry of the respective term of 14 days, the Shipper has not yet fulfilled its obligations. If, by stipulating such a period, CtrlChain's interests in the undisturbed conduct of its business would be impaired disproportionately, CtrlChain may dissolve the Agreement without observing a time limit.

18.4 Neither of the Parties may dissolve the Agreement if, considering its special nature or limited significant, the failure does not justify dissolution with all implications thereof.

## 19. INTELLECTUAL PROPERTY

19.1 All intellectual property rights, such as trademarks and copyrights to the name CtrlChain, the Website, the Platform 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 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 Shipper is prohibited without CtrlChain's prior, specific and written consent.

19.2 All intellectual property rights to Services delivered to the Shipper 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.

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

19.4 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 Platform or any other proprietary content used during providing the Services.

## 20. PROCEEDINGS AGAINST THIRD PARTIES

Legal and arbitration proceedings against Third Parties shall not be conducted by CtrlChain, unless CtrlChain agrees to do so at the Shipper's request and at the latter's expense and risk.

## 21. PRESCRIPTION AND LIMITATION

21.1 Every claim of the Shipper under this Agreement shall be time-barred by the mere expiry of a period of nine months (statute of limitations/verjaringstermijn).

21.2 Every claim vis-a-vis CtrlChain shall be time-barred by the mere expiry of a period of 18 months (expiry period/vervaltermijn).

21.3 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.

21.4 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.

21.5 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.

## **22. APPLICABLE LAW AND ARBITRATION**

22.1 Every Agreement between CtrlChain and the Shipper is exclusively governed by Dutch law.

22.2 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.

22.3 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

22.4 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.

22.5 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.

22.6 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.

22.7 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).