

## General terms TW

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### **Article 1 - Definitions**

Wherever used in these conditions, the following terms are understood to have the meaning given thereto below.

1. Logistics activities: all work, including unloading, receipt, storage, discharge, loading, stock management, assembly, order handling, order picking, preparation for shipping, invoicing, information exchange and management, transport whether or not by third parties, and the completion of customs declarations with regard to Goods.
2. Logistics centre: the space(s) where the Logistics activities take place.
3. TW: the private company with limited liability TW BV established in IJsselmuiden concluding the agreement with the Client and the party under whose title the Logistics activities are performed.
4. Auxiliary persons: all persons - not being the subordinates of TW - used by TW in the performance of the Logistics activities.
5. Client: the party granting an instruction for the performance of the Logistics activities to TW and the party with whom the latter concludes the agreement.
6. Agreement: the agreement concluded between TW and Client with regard to the Logistics activities to be carried out by TW, of which these Conditions form part.
7. Conditions: the conditions applicable to the Agreement, including these General Terms as stipulated below.
8. Force majeure: a shortcoming that cannot be attributed to TW because it cannot be attributed to

not to blame her, nor by virtue of law, legal act or generally accepted standards for her including the case that TW, as a result of an (attributable) shortcoming or negligence on the part of third parties is not capable of providing his services, including but not limited to not limited to this: business disruption or business interruption of any nature and irrespective of on which delayed or late delivery by one or more suppliers of TW; transport difficulties or obstacles of any kind, which hinder transport or strike; excessive absenteeism of personnel; (temporary) shortage of personnel; fire; operational and technical failures; explosion; flooding as a result of natural disasters

9. Working days: all days, with the exception of Saturdays, Sundays and official public holidays as recognised in the country or region where the Logistics activities are to be performed.

10. Goods: the goods made available by or on behalf of the Client to TW or its Auxiliary persons with a view to the performance of the Agreement.

11. Receipt: the action whereby the Client, with the explicit or tacit approval of TW or its Auxiliary persons, relinquishes control of the Goods to the latter.

12. Delivery: the action as a result of which TW, with the explicit or tacit approval of the Client or its representative or a competent authority, surrenders control of the Goods and allows them to exercise control over the Goods, or if TW has assumed a transport obligation, the action as a result of which TW, with the explicit or tacit approval of the carrier, relinquishes control of the Goods to the latter.

13. Freight forwarding: the transport of the Goods on behalf of the Client by one or more carriers subject to one or more appropriate transport agreements.

14. Stock discrepancy: an inexplicable difference between the physical stock and the stock administration of TW, subject to evidence to the contrary by the Client.

## **Article 2 – Scope of application**

### **1. General**

a. These Terms and Conditions apply to all offers, agreements, legal and the de facto acts relating to the Logistic activities to be carried out, insofar as these are not are subject to mandatory law. Conflicting conditions or regulations of the client does not apply unless explicitly accepted by TW in writing. These Conditions apply to the relationship between the parties, even after the Agreement has not been concluded.

b. Deviations from, and additions to, these general terms and conditions shall only be valid if they are expressly agreed in writing in, for example, a (written) agreement or order confirmation.

c. The applicability of the Client's general terms and conditions is expressly confirmed by TW. The applicant claims that the Court should

d. The underlying Assignment/Agreement -together with these general terms and conditions- give the full agreements between the Client and TW regarding the work again for which the Agreement has been concluded. All previous agreements made or made between the parties proposals in this respect shall be withdrawn.

e. The Client with whom an Agreement has once been concluded under this general accepts the applicability of these general terms and conditions to all subsequent offers. TW and Agreements between the Client and TW.

f. If one or more of the provisions of these general terms and conditions are null and void or are declared null and void, the provisions of these general terms and conditions shall remain in full force and effect. the other provisions of these general terms and conditions apply in full. As sole provision of these general terms and conditions or of the Agreement is not legally valid, the parties shall, with respect to the content of a new provision, which provision shall negotiate the content of the original provision, and determination is as close as possible.

g. If TW does not always require strict compliance with these general terms and conditions, this does not mean that these conditions do not apply. TW therefore also does not lose the right to use in other In such cases, to require strict compliance with the general terms and conditions.

### **2. Subordinates / Auxiliary persons**

TW is entitled to engage Auxiliary persons in the performance of the Logistics activities, unless agreed otherwise with the Client. Subordinates or Auxiliary persons who are held liable in relation to the performance of activities on behalf of TW can invoke all clauses regarding the exclusion or limitation of liability as stipulated in these Conditions.

### 3. Transport

If TW has assumed a transport obligation, the relationship between the parties will, in accordance with the provisions of these Conditions, be subject to (mandatory) treaties, statutes and regulations, the provisions of the transport documents and, in case of domestic road transport in the Netherlands and insofar as not deviated therefrom in these Conditions or the Agreement, the provisions of the General Transport Conditions (AVC), in the version as filed with the court registry of the district courts in Amsterdam and Rotterdam at the time of conclusion of the Agreement, unless a different version has been agreed upon.

In case of the absence of a bill of lading in maritime transport, the relationship between the parties is governed by the Hague Visby Rules, as amended by the Protocol of 22 December 1979, or the Rotterdam Rules if these have come into effect, unless agreed otherwise. Transport does not include the loading into and unloading from vehicles at the Logistics centre.

The transport documents as referred to in this article are understood as the transport document issued by TW or its Auxiliary persons or signed by these as consigner

If and insofar as the aforementioned treaties, laws, statutes and conditions do not regulate a liability, the version of these Conditions as applicable at the time of conclusion of the Agreement will apply.

### 4. Freight forwarding

If TW explicitly assumes the obligation with regard to the transport of Goods, whether or not on specific route sections or with the use of specific transport modalities, the relationship between the parties is subject to the Dutch Forwarding Conditions (general conditions of FENEX) in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

### 5. Customs and tax services

If TW assumes the obligation to perform customs formalities (including formalities with regard to storage in a customs warehouse) and/or with regard to tax representation, the relationship between the parties is governed by the Dutch Forwarding Conditions in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

6. These general terms and conditions shall be governed by the laws of the Netherlands.

7. These general terms and conditions apply to all offers and Agreements in which TW Products and/or Services offers and/or delivers to a Client.

8. The general terms and conditions of a Client do not apply to an offer or Agreement of TW and are hereby expressly excluded.

9. Should TW and a Client agree to stipulations in the Agreement that deviate from these general terms and conditions, these will only apply if and insofar as TW has accepted and confirmed these in writing.

10. Specific offers may be subject to additional general terms and conditions, which will be announced in advance by TW on the Website or sent separately to a Client.

11. TW, at all times, is entitled to change these general terms and conditions. The amendment will take effect two weeks after publication, unless a different statutory period is required, which will then be applied. An amendment of the general terms and conditions also applies to existing Agreements. The existing Contracting Parties shall, when TW, send the amended general terms and conditions on time.

12. If any provision of these general terms and conditions is null and void or is nullified, the other provisions of these general terms and conditions shall remain in full force and effect and TW and its Client shall enter into consultations in order to agree new provisions to replace the null and void or nullified provisions, whereby the purpose and purport of the null and void or nullified provisions shall be taken into account as much as possible.

### **Article 3: Offer**

1. An offer or quotation does not bind TW and only serves as an invitation to place an order. The quality standards, models, sizes, colours, weight specifications, etc. stated in the quotation are approximate.
2. All information contained in the offer, quotation, printed matter, leaflet material or on the Website of TW, such as prices and specifications, is without obligation and subject to change.
3. All prices, rates and amounts mentioned by TW in offers and quotations for companies and institutions are exclusive of turnover tax (VAT). The prices are also - as far as applicable - exclusive of disposal charges, i.e. the costs of packaging, import and export duties and excise assembly, administration or additional loading costs and work. All other levies or taxes imposed or levied in respect of the Products and/or Services shall be borne by the Client.

### **Article 4: Realisation of an Agreement**

1. An Agreement with TW is concluded at the moment that an order or order from the Client has been received by TW and accepted by TW. When TW, the Contract Party can send an order confirmation, in which the agreed agreements are displayed.
2. Agreements for a Client entered into by an intermediary, whether or not in the name of the Client, are deemed to have been concluded also for the account and risk of this intermediary.
3. TW may not be bound by the actions and/or verbal agreements of persons who represent them without authority, unless these agreements have been confirmed in writing by authorised persons of TW.
4. TW and a Client hereby expressly agree that by using electronic forms of communication a valid agreement comes into being. The absence of an ordinary signature does not affect the binding force of the offer and its acceptance. The electronic files of TW are hereby considered to be a presumption of proof, insofar as the law permits this.
5. Changes and/or additions to any provision of an Agreement shall only be binding if they have been confirmed in writing by TW to the Client.
6. Without the prior written consent of TW, a Client is not permitted to transfer its rights and obligations under an Agreement to third parties.
7. If an Agreement is entered into with two or more Contracting Parties, all Contracting Parties shall be jointly and severally liable for full performance thereof.
8. If an Agreement is entered into with a view to performance by a specific person, then TW is always entitled to replace this person with one or more other persons with the same qualifications. Sections 7:404 and 7:407(2) of the Dutch Civil Code are not applicable to an Agreement with TW.

### **Article 4: Contracts concluded by electronic means**

If and insofar as an Agreement between TW and a Client is offered or concluded electronically (which in this connection also includes by telephone or via the Website), the provisions of this article shall also apply.

1. The Agreement shall be concluded in English or Dutch only.
2. On the Website, or another website to be designated by TW, general information about TW as provider of Products and/or Services can be consulted, such as relevant registers where TW is registered, relevant licences to which TW is subject and VAT identification numbers.

3. If data is entered electronically by or at the risk of a Client in order to conclude a Contract, the Client guarantees the correctness of that data. For TW there is no obligation to verify the accuracy of the information provided.

## **Article 5 – Obligations of TW**

TW is obliged:

1. to directly or indirectly take Receipt of the agreed Goods at the agreed place, time and in the agreed manner, on condition that these are properly packaged, accompanied by the required documents and that the Goods have been made available to TW or its Auxiliary persons;

2. to assume responsibility for the loading, stowage and unloading at the Logistics centre, and the receipt and release of Goods, unless these, in the opinion of TW or its Auxiliary persons, constitute such a hazard or nuisance that such activities cannot be demanded of TW or its Auxiliary persons;

3. to have the Logistics activities relating to the Goods take place in the Logistics centre agreed with the Client;

a. if no specific Logistics centre is agreed upon, TW is free to choose a suitable space and to move Goods between suitable spaces;

b. if a specific Logistics centre has been agreed upon, TW is entitled to move the Goods in consultation with the Client if such is desirable in view of good business operations and/or proper performance of the Logistics activities. The Client may not refuse its permission for the movement of Goods if the new spaces are comparable or better;

4. the movement of Goods as referred to in Paragraph 3 of this article will be for the account of TW, unless such a move is required:

a. in the interest of the Client, or on its instructions, and/or;

b. is the consequence of circumstances for which TW is not liable, and/or;

c. is the consequence of circumstances that in all reasonableness are not for the risk and/or account of TW, and/or;

d. is the consequence of regulations and/or instructions of the competent authorities;

the transport related to the movement of Goods takes place subject to the regulations referred to in Article 2 Paragraph 3 of these Conditions;

5. TW will take all measures, including those not ensuing directly from the Agreement, to protect the interests of the Client and its Goods. TW will if possible consult with the Client in advance. If no timely prior consultation is possible, TW will take those measures that it deems appropriate in the interest of the Client and will inform the Client thereof.

6. TW will insure its liability under the agreement subject to common insurance conditions and will provide the Client, at its request, with a copy of the insurance certificate.

7. TW will, unless agreed otherwise, grant the Client and, for the risk of the latter, its designated persons access to those places where the Goods are located during office hours on Working days, on condition that:

a. the request for access is made in due time to TW;

b. the Client agrees to supervision by TW;

c. the inspection takes place according to the company rules of TW;

d. the information acquired by the Client during the inspection regarding other Goods present in the space(s) is not shared with third parties. Any costs related to the inspection are for the Client's account;

8. TW to perform additional work in consultation with and on instructions of the Client, if such work can in all reasonableness be expected of TW;

9. TW to report damage and missing items regarding received Goods as promptly as possible in writing to the Client and to request its instructions for further action;
10. TW to guarantee the soundness and suitability of the materials used in its operations;
11. TW to deliver the Goods in the same condition as in which they were received or alternatively in the agreed condition;
12. TW to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to competent authorities and information exchange with third parties as a part of normal business operations.

#### **Article 6 – Consequences of non-fulfilment of obligations by the TW**

If TW persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 5, the Client, without prejudice to its right to compensation of damage in accordance with Article 5, can terminate the Agreement with immediate effect, in full or part, after:

- furnishing TW with a registered letter setting out the reasons why TW has defaulted, giving a minimum term of 30 days for fulfilment and;
- TW has on expiry of that term not yet fulfilled its obligations.

The Client does not have this right if the default, in view of its special nature or minor importance, does not justify the dissolution of the Agreement and its consequences.

#### **Article 7 – Liability of TW**

1. TW is, save for Force majeure and without prejudice to the other provisions of these Conditions, liable for damage to and/or loss of the Goods that has occurred during the period from Receipt to Delivery. TW is not liable for damage resulting from non-fulfilment by the Client of any obligation resting on the latter by virtue of the Agreement(s) and the conditions applicable thereto.
2. Liability of TW in case of transport is maximised at the liability limit set for to the relevant transport modality, unless agreed otherwise. TW is not liable for any damage to the extent TW demonstrates that the damage may have resulted from the absence or defectiveness of the packaging of the Goods that in view of their nature and manner of transport should have been properly packaged. If in case of road transport by TW the Goods are not taken in Receipt at/in the agreed place, time and manner, the liability for any resulting damage is limited to twice the freight charges as agreed for the road transport part, with a maximum of 10,000 SDR; liability is conditional on the Client providing TW with a final term which is not fulfilled by TW.
3. As regards other Logistics activities, liability of TW for damage to or loss of the Goods is limited to 4 SDR per kilogram gross weight of the damaged or lost Goods, with a maximum of 10,000 SDR per event or series of events with one and the same cause of damage.
4. The compensation to be paid by TW for damage to or loss of the Goods will never exceed the value of the Goods as substantiated by the Client. If no substantiation is provided, the value is based on the customary market price for Goods of the same nature and quality, applicable at the time and place of Receipt.
5. Subject to the provisions of Article 5 Paragraph 7, the liability of TW for any damage other than damage to and/or loss of the Goods, is limited to 10,000 SDR per event or series of events with one and the same cause of damage, on the understanding – and subject to this limitation of liability to 10,000 SDR – that if TW performs customs formalities or acts as tax representative, the Page: 11 of 21 TW is not liable for any losses, unless the Client proves that such losses are the result of fault or negligence on the part of TW.
6. Any Stock discrepancies must be reflected by a registration of the physical stock, which must be carried out for the account of the Client at least once a year and at the time that the Agreement ends.

Any shortfalls and surpluses will be set off against one another. TW is only liable for Stock discrepancies if and insofar as, taking into account the calculation used in the registration of the stock, the shortfall (missing items) surpass any surpluses by at least 1% of the number of Goods handled under the Agreement each year. TW will notify the Client as soon as possible of any change to its stock administration that does not result from the Receipt and release of Goods. It is explicitly agreed that these Conditions also govern the liability of TW for stock discrepancies, including the liability limits as described in Article 5 Paragraph 3.

7. TW accepts no liability for loss of profit, consequential loss and immaterial loss, irrespective of the cause.

8. TW cannot rely on the liability limits stipulated in this article in the event of either intent or recklessness, with knowledge that damage would probably result of TW himself.

9. If TW is held liable by the Client outside contract for the losses resulting from performance of the Logistics activities, the liability of TW shall not exceed that stipulated in the Agreement.

10. If TW can derive any defence from the Agreement in respect of its liability to the Client for an act of Auxiliary persons or subordinates, these Auxiliary persons or subordinates can, if held liable by the Client for such act, also invoke this defence, as if the Auxiliary persons or subordinates were also a party to the Agreement.

11. If TW is held liable outside contract for damage or loss of Goods or delay in delivery by a party who is not a party to the agreement, including a transport agreement concluded by or on behalf of TW, the liability of the latter will not exceed that stipulated by the agreement.

## **Article 8. Obligations of the Client**

The Client is obliged:

1. to promptly furnish TW with the information and documents relating to the Goods and the handling thereof, of which it knows or should know that such are of importance to TW, unless the Client can prove that TW has or should have such information in its possession. The Client guarantees the correctness of the provided information and that the provided instructions and Goods are in accordance with current laws and regulations;

2. if Goods and/or activities are subject to government regulations, including customs, excise and tax regulations, the Client will promptly provide TW with all information and documents required by the latter to comply with said regulations. The provision of information and/or documents to TW, as required for the performance of formalities as stipulated by the aforementioned government regulations, entails an instruction to that effect. TW all times reserves the right whether or not to fulfil such instruction;

3. to make the agreed Goods, in proper packaging, available to TW or its Auxiliary persons at the agreed place, time and manner, accompanied by a waybill for road transport (if necessary) and any other documents agreed and/or required by law;

4. to assume responsibility for the loading, stowage and unloading of Goods, unless:

- Article 5 Paragraph 2 is applicable, or;
- the parties have agreed otherwise, or;
- otherwise ensues from the nature of the intended transport, taking the applicable Goods and vehicle into account.

5. to indemnify TW and its subordinates and/or Auxiliary persons at its first request against third-party claims outside contract for any damage or financial loss, related in any manner to the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto, including claims based on product liability and/or intellectual property rights. This duty of indemnification applies if the Client fails to fulfil any obligation imposed on it by law, these Conditions or the Agreement, or in case the damage or financial loss is caused by circumstances that fall under the risk of the Client;

6. to vouch for the Goods and equipment that it makes available to TW or its Auxiliary persons;

7. to promptly compensate, besides the agreed fee, any other costs ensuing from this or separate A(a)greement(s) and the C(c)onditions applicable thereto;

8. to promptly compensate the costs of inspections, follow-up work, clearing work and the discharge of waste ensuing from the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto;

9. on termination of the Agreement, to take receipt of Goods located at TW or its Auxiliary persons by no later than the last working day before the final date of the Agreement and to remove these, after payment of all monies owed to TW and of any monies of which it is known at that time that such will be owed. The Client can suffice with providing security as deemed appropriate by TW for all that the Client may owe after the termination of the Agreement, insofar as known and/or can be estimated in all reasonableness by TW;

10. to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to the competent authorities and information exchange with third parties as a part of normal business operations.

11. to take immediate receipt of the Goods and/or to remove these, if in the opinion of TW these constitute such a hazard or nuisance that it cannot be demanded of TW that it keep these in storage any longer; In deviation of the provisions of Article 5 Paragraph 2, the release and loading of Goods will take place by or on behalf of the Client and for its risk and account.

### **Article 9 – Consequences of non-fulfilment of the obligations by the Client**

1. If the Client persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 8 Paragraphs 1 thru 10, TW can, without prejudice to its right to compensation, terminate the Agreement, in full or part, with immediate effect, after giving the Client, by means of a registered letter, a final term of at least 14 days for fulfilment, on expiry of which term the Client has not fulfilled its obligations. TW can, if the giving of such a final term would disproportionately harm its operational interests, also terminate the Agreement without providing any such final term.

2. TW is entitled to suspend the performance of its obligations if the Client fails to fulfil one or more of its obligations as referred to in Article 8 Paragraphs 1 thru 8. This right of suspension can also be invoked against creditors of the Client.

3. If the Client fails to fulfil its obligations as referred to in Article 8 Paragraphs 9 and 11, TW is entitled to:

- a. move the Goods to other spaces for the risk and account of the Client, and/or;
- b. effect the private or public sale of the Goods for the account of the Client after expiry of 14 days after the sending of a registered letter to the Client providing notification of the intended sale, without any further formalities being required;
- c. the abandonment or destruction of the Goods if it is likely that costs of sale of the Goods will be higher than the proceeds thereof, or if, despite a reasonable attempt thereto by TW, no buyer can be found, whereby the costs of abandonment or destruction will be for the account of the Client.

### **Article 10 - Liability of the Client**

1. The Client is liable for all damage to the Logistics centre and/or the property of TW, of its Auxiliary persons, of its subordinates and of its other Clients, as well as for personal injury caused by the Client, its Goods, including the packaging of its Goods, its Auxiliary persons, subordinates and any other persons acting on its instructions.

2. The Client is liable to TW for any losses, including fines, interest charges, penalties and forfeitures, including the consequences of the failure to (timely) clear customs documents, ensuing from inter alia the inaccuracy, carelessness or incompleteness of the instructions and the information and/or documents provided by the Client, the failure to (timely) make the Goods available at the agreed time,



place and manner, as well as the failure to (timely) provide documents and/or instructions. Page: 16 of 21

3. The Client is liable to TW for any losses ensuing from the failure to fulfil its obligations under this or separate agreement(s) and the C(onditions) applicable thereto.

4. The Client will compensate TW for any fine imposed as a result of overloading in case of road transport. The preceding provision will, except in case of bad faith, not apply if the Client can furnish proof of a fine due to infringement of Article 2.6 Paragraph 2 of the Road Transport Act.

### **Article 11 - Other**

1. An Agreement can be concluded immediately, without any notice period and without any liability to pay damages, are terminated by TW or the Client in the following situations:

- in the event that the other party is in default;
- in the event that the other party has been liquidated;
- in the event that the other party has been declared bankrupt or a petition has been made to that effect;
- in the event that the other party is in suspension of payment or has a suspension of payment requested.
- loses the power to dispose of all or a significant part of its assets (e.g. as a result of attachment by third parties)
- does not fulfil its obligations as referred to in Article 8 Paragraph 11.

2. All claims of TW become immediately due and payable as a result of the termination within the meaning of Article 11 paragraph 1.

3. TW will inform the Client if after receipt of the Goods by TW, the transport cannot in all reasonableness commence, be continued or completed within a reasonable period of time. The parties will in that case be entitled by means of a written notification to terminate the underlying transport agreement, with termination coming into effect on receipt of the notification. TW is not obliged to effect further transport to the place of destination and is entitled to unload the Goods and store these at a place fit for the purpose; the Client is entitled to take possession of the Goods. The costs incurred with respect to the Goods in connection with the termination are for account of the Client. Except in case of force majeure (Article 6:75 of the Dutch Civil Code), TW will compensate the Client for any losses incurred as a result of the termination of the agreement, whereby its liability is limited to twice the freight charges as agreed for the relevant transport modality, with a maximum of 10,000 SDR.

### **Article 12 – Complaints**

1. If the Goods are delivered by TW without the consignee having determined the condition thereof in the presence of TW, the Goods are deemed to have been delivered in a good condition, subject to evidence to the contrary.

2. If the Goods are delivered by TW without the consignee having provided TW with any written reservations specifying the general nature of loss of or damage to the Goods, the Goods are, - in case of loss or visible damage, by no later than the time of Delivery; - in case of damage that is not externally visible, within the period prescribed by law for the transport modality chosen for the Delivery or, in the absence of a (statutory) arrangement, within five Working days after Delivery; deemed to have been delivered in a good condition, subject to evidence to the contrary.

3. All complaints about the condition of the Goods after delivery must be made within five days of delivery at the latest. working days after Delivery by the Client to TW in writing. If the complaint is not submitted in time in accordance with this term, all rights of the Customer in connection with the complaints will lapse and the Goods will be deemed to have been delivered in good condition.

4. The day of Delivery is not included when determining the aforementioned time periods.

5. In case of domestic transport, the Goods are regarded as lost if they are not delivered within 30 days of the day on which they were accepted for transport and it is unknown where they are located.

### **Article 13 – Prescription and lapse**

1. All claims relating to the agreement will become prescribed after 12 months and will lapse after 18 months.

2. The time periods referred to in Paragraph 1 will in case of general or partial loss, damage, delay or Stock discrepancy commence on the first of the following days:

- a. the day on which the Goods have or should have been delivered by TW;
- b. the day on which TW has reported the loss, damage or existence of the Stock discrepancy to the Client.

3. If TW is held liable by third parties, including a government authority, the time periods referred to in Paragraph 1 will commence on the first of the following days:

- a. the day on which TW is held liable by the third party;
- b. the day on which TW has fulfilled the claim brought against it.

4. If TW or a third party engaged by TW has objected or appealed against the claim, the time periods referred to in Paragraphs 1 and 2 will commence on the day after the day on which decision on the objection and/or appeal has become irrevocable.

5. For all other claims, the time periods referred to in Paragraph 1 will commence on the day on which they fall due.

6. The time periods referred to in Paragraph 1 will for all claims relating to the Agreement in any event commence on the day following the day on which the agreement between the parties has ended

#### **Article 14: Price changes**

1. TW is at all times entitled to change the rates for its Products and/or Services. This amendment also applies to pre-existing Agreements. TW shall inform its Contract Parties in good time of any price change.

2. The changes will take effect two weeks after the announcement, or on a later date as stated in the announcement, unless a different statutory period is required, which will then be applied.

3. A Client is obliged to accept an increase in tariffs, unless this increase exceeds the increase in the general price level and is not in line with market conditions. In such event, the Client shall be entitled to terminate the Contract in writing with effect from the date on which the new rates come into effect. The Client other than a Consumer shall, however, make it plausible that the change actually involves a price increase and that it qualifies as not in conformity with the market. The written notice of termination must have been received by TW prior to the effective date of the change.

#### **Article 15 - Payment conditions**

1. All amounts owed by the Client to TW will be paid in accordance with the agreed term, whereby if no term is agreed, a term of 7 days after the invoice date will apply. Failure to observe this term is regarded as default.

2. If the Client fails to pay any amount due within the term as referred to in Paragraph 1 of this article, it will owe statutory (commercial) interest in accordance with Article 6:119a or Article 6:119 of the Dutch Civil Code, calculated from the due date until the date of payment in full.

3. A penalty on not paying is set on 2% each month with a minimum of € 300,00 for each invoice separately.

4. TW is entitled to charge the Client any resulting judicial and extrajudicial collection costs. The extrajudicial collection costs are due from the moment that the Client is in default and are set at 15% of the claim with a minimum of € 250.

5. The Client will at all times compensate TW for any amounts levied or to be levied by government authorities in relation to this or separate A(a)greement(s) and the C(c)onditions applicable thereto.

6. The Client will at the first request of TW furnish security for all that the Client owes or will owe TW. This obligation also exists if the Client itself has already furnished security for payment.

7. The Client has no right to suspend payment, nor to set off any claims or costs against any amounts due to TW relating to this or separate A(a)greement(s) and the C(c)onditions applicable thereto or against other costs chargeable to the Goods.

8. The entire claim of TW, however it may arise, also that part that has not yet been collected or that has not yet been charged with an invoice, is immediately due and payable in full in the following cases:

- a. in the event of overdue payment of amounts owed by the Contract Party;
- b. if the Client is declared bankrupt, applies for or obtains a moratorium, is declared subject to the statutory debt rescheduling scheme (WSNP), is placed under administration or has been requested to do so;
- c. if the Contract Party ceases to be a party to the contract for a substantial part of its activities or is dissolved or wound up and/or control of its business is transferred;
- d. if and as soon as any attachment is levied to TW down on the Client.

9. All amounts referred to in Paragraph 1 of this article are immediately payable and eligible for set off by TW in case of the circumstances referred to in Article 7 Paragraphs 1 and 2 of these Conditions.

10. The Client will report any complaints about an invoice to TW in detail in writing within eight (8) days of the invoice date. After this period, complaints will no longer be dealt with and the Client has processed its right to complain. Towards a Consumer, TW shall not invoke exceeding of this term if they could not reasonably discover the objections within this term.

11. If and insofar as a complaint by TW is found to be well-founded, this will only suspend the payment obligation for the disputed part.

12. If the Client has repeatedly submitted objections against it and the objections have turned out to be unfounded, TW may, when objections are again submitted, charge the research costs to be incurred to the Client in advance. The Client will be pleased to announce that it will make use of this authority before an investigation is started.

### **Article 16 - Security**

1. TW is entitled to refuse anyone the release of Goods, documents and monies, held or to be acquired by TW in connection with the Agreement.

2. TW can exercise a right of retention in respect of all Goods, documents and monies that it holds or will acquire as security for all claims that TW has or will have on the Client and/or the owner of the Goods, also with respect to claims that are not related to those Goods.

3. A right of pledge is established on all Goods, documents and monies that TW holds or will hold in relation to the Agreement as security for all claims that TW has or will have on the Client and/or the owner of the Goods.

4. TW may regard any party who, on behalf of the Client, entrusts Goods to TW for the performance of Logistics activities, as a party authorised by the Client to establish a right of pledge on those Goods.

5. If a dispute arises on settlement regarding the amount due or if said amount cannot be calculated promptly, the Client or the party demanding Delivery will at the request and election of TW immediately pay that part of the amount due on which agreement exists and provide security for payment of the disputed remainder, the amount of which has not yet been determined.

6. The sale of any collateral will take place at the risk and account of the Client in the manner determined by law or will take place by private sale if the parties agree thereto.

7. The Client will at the first request of TW furnish security for costs paid or to be paid by TW to third parties or government bodies and for any other costs that TW has incurred or expects to make on behalf of the Client, including freight charges, port levies, duties, taxes and premiums.

### **Article 17: Force majeure**

1. Force majeure on the part of TW suspends its obligations under the Agreement for as long as the force majeure continues. This force majeure does not suspend the obligations of the Client.
2. Force majeure is understood to mean any circumstance, independent of the will of TW, which temporarily or permanently prevents fulfilment of the Agreement and which should not be at the risk of TW by virtue of the law or according to standards of reasonableness and fairness, as well as, insofar as not included therein: Obstacles caused by measures, laws or decisions of competent international or national (government) bodies, lack of raw materials, strike, company occupation, blockade, embargo, war, disorder and similar situations, power failure, failure of (tele)communication lines, failure of connection to the internet, failure of networks and equipment, fire, explosion, water damage, flooding, lightning strike and other natural disasters and calamities, as well as extensive illness of an epidemiological nature of personnel and any failure of auxiliary personnel and/or suppliers of TW out.
3. As soon as a situation of force majeure arises at TW, it shall report this to its Client as soon as possible, unless this cannot reasonably be expected of it in view of the circumstances.
4. TW shall also be entitled to invoke force majeure if the circumstance that prevents (further) fulfilment commences after TW should have fulfilled its obligation.
5. If TW has already partially fulfilled its obligations when the situation of force majeure arises, TW is entitled to invoice that part that has already been carried out separately. The Client is obliged to pay this invoice as if it were a separate Agreement.
6. If it is established that the force majeure situation at TW will last three (3) months, each of the parties is entitled to terminate the Agreement prematurely without observing any notice period. Notice of termination within the meaning of this Article shall be given by registered letter.
7. TW accepts no liability for and is therefore not obliged to compensate any direct and/or indirect damage, costs and/or losses incurred by or at the Contract Party and/or third parties, which direct and/or indirect damage is caused by or is in any way related to the force majeure situation on the part of TW.

#### **Article 18: Right of suspension**

1. TW is entitled to (temporarily) suspend the delivery of a Product or Service in whole or in part if the Client fails to fulfil an obligation towards TW, or threatens to do so, without TW being obliged to pay any compensation to the Client. This right of suspension of TW also applies if as a result of this, time limits - including delivery times - are exceeded.
2. If TW carries out work in the organisation of the Client pursuant to the Agreement, it is at all times entitled to suspend this work - also if this leads to the exceeding of deadlines - for the time that (work) circumstances occur on site which, in the opinion of TW, entail risks with regard to the safety or health of its employees or auxiliary personnel.

#### **Article 19: Confidentiality and non-readmission clause**

1. The Parties mutually guarantee that all information of a confidential nature exchanged at the time of (the entering into of) the Agreement will remain confidential. Information shall in any case be considered confidential if it has been designated as such by one of the parties.
2. Client shall during the term of the Agreement as well as during one (1) year after termination thereof, not employ any employee(s) of the other party, or otherwise, directly or indirectly, work with them, who is/were involved in the execution of the Agreement.
3. Client shall during the term of the Agreement as well as during one (1) year after termination thereof, not use services of any Auxiliary persons of the other party, or otherwise, directly or indirectly, work with them, who is/were involved in the execution of the Agreement.

#### **Article 20: Website**

1. TW does not give any guarantees and is not liable for the full continuous availability and trouble-free functioning of the Website. All images, drawings, data concerning weights, images, colours or other

qualities included on the Website are only approximate. TW is not liable for damage caused by the absence or incorrectness or incompleteness of the information displayed on the Website.

2. If the Website contains a hyperlink to the website of third parties, TW is not liable for the content of such sites or for the software offered on these sites.

3. If TW offers the possibility to download software from its Website, TW does not guarantee the suitability of the software for a specific purpose, functionality or usability of this software, nor does TW accept any liability for damage as a result of downloading, installing or using this software.

### **Article 21: Intellectual property rights**

1. All intellectual property rights to know-how and/or equipment are vested in TW or its licensor(s). The Client will only acquire the rights of use and powers granted by these general terms and conditions or in the Agreement within the limits set by the licence.

2. The Client is aware that the know-how and/or equipment provided by TW may contain confidential information and business secrets of TW or its licensor(s). Without prejudice to what has been stipulated elsewhere, the Client undertakes to keep this know-how and/or equipment confidential, not to disclose it or to give it into use by third parties and to use it only for the purpose for which it has been provided with it. In this context, third parties also include all persons working in the organisation of the Client who do not necessarily need to use the know-how and/or the equipment.

3. The Client is not permitted to remove or change any indication of intellectual property - in the broadest sense of the word - from the know-how and/or equipment, including indications concerning the confidential nature and confidentiality of the know-how.

4. Any liability or indemnification obligation of TW that deviates from the previous paragraphs due to violation of intellectual property rights of third parties is excluded, without prejudice to what has been determined elsewhere in the general terms and conditions of TW. This also includes liability and/or indemnification obligations on the part of TW for infringements caused by the use of the information in a form not modified by TW, in connection with products or software not delivered or provided by TW and/or in a manner other than that for which the information was developed or intended.

5. All images, drawings, information and/or ideas incorporated in or attached to an offer, action, quotation or agreement are exclusively for use in the context of the order to be issued or to be issued, and may not be used by the Contract Party for other purposes or be provided to third parties. All (copyright) rights thereto remain with TW. The documents referred to remain the property of TW at all times. TW reserves the right to reclaim these documents.

### **Article 22: Data processing**

1. The purpose of the data processing by TW is to execute the Agreement between TW and a Client, subject to any legal obligation on TW at any time to further process the data.

2. TW stores the data of a Client and all data resulting from the execution of the Agreement in a secure, digital environment, in which it applies an adequate level of security. TW makes every effort to prevent unauthorised or unlawful processing of the data, or to protect the data against accidental loss, destruction or damage.

3. As far as the physical storage of data by TW is concerned, TW ensures that unauthorised persons do not have access to these data.

4. TW shall not retain the data for longer than necessary, with due observance of the applicable legislation (such as, for example, the administrative retention obligation of 7 years of article 2:10 paragraph 3 of the Dutch Civil Code).

5. A Client remains responsible for the correctness and security of the data (e.g. by means of 'end-to-end encryption') when transferring the data to TW. By sending and thereby providing the data to TW, a Client authorizes the processing of the data for the purpose mentioned in paragraph 1 of this article.

6. TW shall not pass on the data to a third party, unless it has received explicit permission to do so from a Client or unless this is necessary for the execution of the Agreement, or in accordance with a legal obligation (e.g. in connection with the General Law on National Taxes).

7. In the event of a data leak, TW shall report this to the Client other than a Consumer as soon as possible, unless the infringement does not entail any risk for the Client (e.g. because the data have been made inaccessible to unauthorised parties by encryption).

### **Article 23: Privacy policy for personal data**

1. The data of a Contact Person ('personal data') is processed by TW in accordance with the provisions of the Personal Data Protection Act (Wbp) and the General Data Protection Regulation (AVG). All provisions of "Article 23: Data processing" of these general terms and conditions apply in full to the processing of personal data, unless these provisions are further elaborated below.

2. TW processes the data of a Contact Person / Client exclusively for the purpose of executing the Agreement, subject to any legal obligation on TW at any time to further process the data.

3. TW shall not process the data any further than is necessary for the performance of the Agreement. TW shall not retain the data for longer than necessary for the purpose of the data processing, unless (i) retention of the data is necessary in connection with an unresolved claim or dispute with the Consumer; (ii) if TW is obliged to do so under applicable law; (iii) TW stores the data for its legitimate business interests, such as fraud prevention.

4. TW, as controller, will keep a register of the data processing on the basis of the accountability of article 5, paragraph 2 of the GCPSC. In that register, it will include a description of the categories of 'data subjects' (natural persons) and of the categories of personal data. The register will also state the processing purposes and the data of the controller(s) (in accordance with Article 30(1) of the General Data Protection Act).

5. Insofar as TW, when processing personal data, cannot be regarded as a 'processing controller' within the meaning of the Wbp and the AVG, in the sense that TW processes the personal data on behalf of a third party (e.g. a Client) and that third party is responsible for the lawful processing of the personal data, TW, in its capacity as 'processing agent' within the meaning of the AVG, excludes liability for any unlawful processing of that data.

6. In the event of a data leak of personal data, TW shall immediately report the data leak to the Personal Data Authority, unless it is not likely that the breach poses a risk to the rights and freedoms of the Consumer. Furthermore, TW is only obliged to report the data breach to the Consumer himself if the breach is likely to pose a high risk to the rights and freedoms of the Contact Person.

### **Article 24: Rights of the contact person with regard to personal data**

1. A Consumer (the 'party concerned' within the meaning of the AVG) has the right to: (i) inspect his data; (ii) rectify or delete (delete) the data; (iii) limit the data processing; and (iv) data portability, which means that the Consumer has the right to receive his data for personal use or for transfer to another organization. A Consumer may submit such a request to TW by e-mail to

2. TW will respond to such a request within four weeks at the latest. If TW is unable to meet a request from a Consumer, it shall make this known within the aforementioned period and shall state the reasons for its decision.

3. A Contact Person also has the right to object to the processing and use of his data by TW if this is done for the benefit of a legitimate interest of TW, such as direct marketing. If a Contact Person objects, TW will no longer use the personal data for that specific purpose.

4. A Contact Person shall at all times have the right to submit a complaint in the event of faulty data processing to the Dutch supervisory authority, the Personal Data Authority. For contact details, see: [www.autoriteitpersoonsgegevens.nl](http://www.autoriteitpersoonsgegevens.nl).

**Article 25– Final provisions**

1. All A(a)greements to which these C(c)onditions apply are governed by Dutch law.
2. The place of business of TW will be the place of settlement and adjustment of damage.