

QFREIGHT General Terms and Conditions

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Contracting party: Qfreight B.V.

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Trading name: Qfreight

Registered office: 3141 XW Maassluis, the Netherlands

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Application: These terms and conditions apply exclusively to agreements with business customers. They contain Qfreight's commercial and digital arrangements and supplement the Dutch Forwarding Conditions.

IMPORTANT: This document is an English translation of the Dutch General Terms and Conditions of Qfreight B.V., version 1.0. In the event of any difference or inconsistency, the Dutch text prevails in accordance with article 23.5.

Article 1 Definitions

- 1.1 Qfreight: the legal entity referred to in the heading that offers or performs the services.
- 1.2 Customer: any natural person acting in the course of a profession or business, or any legal entity, that requests Qfreight to perform services or enters into an agreement with Qfreight.
- 1.3 Services: all activities offered or performed by Qfreight, including freight forwarding, arranging or procuring carriage, storage, transshipment, consolidation, documentation, customs-related services, consultancy and digital services.
- 1.4 Goods: all items, cargo, packaging, containers and equipment to which the services relate.
- 1.5 Third Party: any carrier, agent, freight forwarder, customs representative, terminal, warehouse keeper, insurer, software provider or other auxiliary person engaged in the performance of the services.
- 1.6 TMS: the customer portal, quotation system, booking platform and related digital communication facilities offered by or on behalf of Qfreight.
- 1.7 In Writing: by letter or e-mail and, where appropriate, through a record, confirmation or acceptance in the TMS.

Article 2 Applicability and order of precedence

- 2.1 These terms and conditions apply to all offers, quotations, instructions, agreements, follow-up instructions, legal acts and factual acts of Qfreight, including after an agreement has ended.
- 2.2 The Dutch Forwarding Conditions, filed with the registries of the District Courts of Amsterdam and Rotterdam on 1 May 2018, additionally apply to the services. Qfreight will provide a Dutch or English version thereof on or before conclusion of the agreement.
- 2.3 In the event of inconsistency, and insofar as mandatory law does not provide otherwise, the following order of precedence applies: a separate contract signed by Qfreight; mandatory law and the provisions of a transport document issued by Qfreight insofar as Qfreight acts as carrier under that document; the order confirmation or accepted quotation; these terms and conditions; and thereafter the Dutch Forwarding Conditions.
- 2.4 The Customer's terms and conditions are expressly rejected, including where reference is made to them in an instruction, purchase order, portal or other document.
- 2.5 Deviations apply only to the relevant instruction and only if Qfreight has expressly accepted them in writing.

Article 3 Capacity in which Qfreight acts

- 3.1 Qfreight acts in principle as a freight forwarder and arranges carriage and other services for the account and risk of the Customer.
- 3.2 Qfreight acts as contractual carrier only where this has been expressly agreed in writing or follows unambiguously from a transport document issued by Qfreight in its own name. The use of letterhead, a quotation stating a total price or a Qfreight reference does not in itself make Qfreight a carrier.
- 3.3 Where Qfreight acts as contractual carrier, the applicable mandatory rules of carriage and the issued transport document apply first. These terms and conditions apply additionally to matters not governed mandatorily or exhaustively therein.
- 3.4 Qfreight may engage Third Parties at its discretion and accept the terms and conditions of those Third Parties for the account and risk of the Customer, unless expressly agreed otherwise in advance.

Article 4 Quotations and formation of the agreement

- 4.1 All quotations, rates, calculations and indications are non-binding until Qfreight has confirmed the

instruction in writing or has commenced performance.

4.2 A quotation is based on the information provided by the Customer, the stated route, volumes, weights, dimensions, nature of the goods, loading method, Incoterm, dates and other assumptions. Any deviation entitles Qfreight to adjust the price and performance.

4.3 Any stated validity period relates only to the price offer. It does not guarantee space, equipment, sailing, flight, transit time, acceptance of the goods or credit.

4.4 Obvious clerical, calculation, system and data-entry errors do not bind Qfreight. E&OE applies.

4.5 A booking is final only after Qfreight has confirmed it. A confirmation by a shipping line, airline, carrier or other Third Party may contain additional terms and restrictions.

Article 5 Rates, surcharges and currency

5.1 Rates are based on the costs and circumstances known at the time of the quotation. Qfreight may pass on demonstrable changes in freight rates, surcharges, wages, fuel, tolls, levies, exchange rates, legislation and Third Party costs that arise or become known after the quotation.

5.2 Unless expressly included, rates exclude VAT, import duties, excise duties, taxes, customs levies, inspections, scans, examinations, guarantees, insurance, certificates, special handling, storage, demurrage, detention, port rent, waiting time, overtime, weekend and public-holiday surcharges and costs resulting from delay or force majeure.

5.3 Amounts in foreign currencies are converted at the commercial exchange rate reasonably applied by Qfreight on the invoice date. The currency risk between quotation, performance and invoicing is for the Customer's account.

5.4 All-in and fixed prices include only costs that are foreseeable in normal performance and on the basis of the assumptions expressly stated.

5.5 Cancellation, amendment, no-show, deadfreight, late documentation or failure to make goods available on time is for the Customer's account insofar as Qfreight or a Third Party thereby incurs costs or loses revenue.

Article 6 Obligations of the Customer

6.1 The Customer shall provide in good time all correct, complete and consistent information, documents, permits and instructions necessary or reasonably relevant for the services.

6.2 The Customer warrants the accuracy of, among other things, quantities, packaging, gross and net weight, dimensions, volume, value, origin, destination, description of goods, HS code, customs status, Incoterm, VGM and the details of consignor, consignee and other parties.

6.3 Qfreight is not obliged to investigate information, documents, calculations or classifications supplied. Any check or suggestion by Qfreight does not remove the Customer's responsibility.

6.4 The Customer shall ensure that the goods are properly packed, marked, secured and suitable for the agreed handling and mode of transport.

6.5 The Customer shall reimburse all damage, costs, levies, additional assessments, fines and claims by Third Parties arising from incorrect, incomplete or late information, documents, packaging or instructions, except insofar as these are exclusively the result of intent or deliberate recklessness by Qfreight's management.

Article 7 Dangerous, special and regulated goods

7.1 Before quotation and booking, the Customer shall notify Qfreight in writing if goods are dangerous, perishable, temperature-sensitive, valuable, theft-sensitive, regulated, waste or otherwise special.

7.2 For dangerous goods, the Customer shall provide all required classifications, safety information, UN numbers, packing groups, labels, declarations and documents in accordance with applicable IMDG, ADR, IATA and other regulations.

7.3 Qfreight may refuse, store, unload, neutralise, return or otherwise lawfully deal with special goods where reasonably necessary for safety, compliance or mitigation of loss. The associated costs and risks are for the Customer's account unless the necessity was caused exclusively by Qfreight.

7.4 The Customer shall indemnify Qfreight and the Third Parties engaged by it against the consequences of any special characteristic of the goods that was not reported or was reported incorrectly.

Article 8 Customs and tax services

8.1 An instruction to perform customs formalities arises only after Qfreight or the customs representative appointed by it has expressly accepted the instruction or has actually commenced the work.

8.2 Unless expressly agreed otherwise, customs formalities are performed on the basis of direct representation. The Customer remains responsible for the customs declaration, classification, origin, value, permits, import or export restrictions and amounts due.

8.3 The Customer shall provide a valid power of attorney and all required supporting documents in good time. Qfreight may suspend or refuse performance where information, documents, security, payment or a compliance check are missing.

8.4 Import duties, VAT, excise duties, levies, interest, guarantees, security deposits, inspections, additional assessments and fines shall be advanced or reimbursed by the Customer upon first request, insofar as they have not demonstrably arisen exclusively from an attributable fault of Qfreight.

8.5 Where Qfreight engages an external customs agent, that agent's terms and conditions also apply insofar as they have been made available to the Customer.

Article 9 Bookings, route and planning

9.1 Qfreight may select or change carriers, agents, ports, terminals, routes, means of transport, consolidations, transshipment and storage locations where reasonable for performance, unless a specific choice has expressly been guaranteed in writing.

9.2 ETD, ATD, ETA, ATA, loading, unloading and delivery times and transit times are indicative and are not strict deadlines, unless Qfreight has expressly accepted a deadline in writing as guaranteed.

9.3 Planning and status information is partly obtained from Third Parties and automated data sources. Qfreight will use reasonable efforts to pass on relevant information correctly, but does not guarantee that such information is complete, error-free or real-time.

9.4 The Customer shall mitigate the consequences of a known or expected delay and shall promptly inform Qfreight of deadlines, production interruptions, penalty risks or other special interests.

Article 10 Containers, equipment and waiting times

10.1 The Customer shall use containers, chassis, trailers, pallets and other equipment with due care and in accordance with the instructions and conditions of the owner or supplier.

10.2 Upon receipt, the Customer shall, insofar as reasonably possible, inspect the visible condition and suitability of equipment and immediately report visible damage or contamination, supported by photographs and documents.

10.3 Demurrage, detention, storage, port rent, waiting time, redelivery, cleaning, repair, lost equipment and similar costs are for the Customer's account where they relate to the goods, instructions, documentation, customs handling, loading or unloading location or other circumstances within the Customer's sphere of risk.

10.4 Qfreight will use reasonable efforts to limit avoidable costs, but is not obliged to pre-finance or dispute costs or obtain a waiver. Free time is indicative until confirmed in writing by the relevant Third Party.

Article 11 Transport documents and House Bills of Lading

11.1 The Customer shall provide complete and correct shipping instructions in good time and shall check every draft House Bill of Lading, sea waybill, air waybill, consignment note, manifest or other transport document.

11.2 Approval by the Customer constitutes confirmation of the visible information in the draft. Qfreight remains entitled to correct obvious errors and to process amendments required by a carrier, customs authority or other competent authority.

11.3 If approval or instructions are not provided in time, Qfreight may suspend issuance of documents or further performance. All amendment, storage, delay and carrier costs resulting therefrom are for the Customer's account.

11.4 An original bill of lading, telex release, surrender, sea waybill or other form of release will be processed only after Qfreight's requirements regarding payment, documentation, identification and authority have been satisfied.

11.5 Qfreight may refuse to issue or amend a document where doing so could be incorrect, misleading, fraudulent, contrary to sanctions or otherwise unlawful.

Article 12 Cargo insurance

12.1 Goods are not automatically insured by Qfreight. A statement of cargo value or insurable value does not constitute an instruction to arrange insurance.

12.2 Qfreight will arrange insurance only after the Customer has given written instructions before commencement of the risk, clearly stating the goods, insured value, currency, route and desired cover, and Qfreight has confirmed the cover in writing.

12.3 Insurance is placed with an insurer or intermediary subject to that party's policy terms. Qfreight is not an insurer and does not guarantee the insurer's solvency, coverage or payment of a claim.

12.4 The Customer shall report any potential loss immediately, mitigate further loss and provide all documents and cooperation required for the claim. Costs and deductibles under the policy are for the Customer's account.

Article 13 Digital communication and TMS

13.1 The Customer agrees to electronic communication, digital documents and the recording of quotations, instructions, amendments, approvals and delivery information by e-mail and through the TMS.

13.2 Actions performed through an account provided to the Customer are attributed to the Customer. The Customer shall manage access rights carefully, use unique login credentials and promptly report loss, misuse or personnel changes.

13.3 Qfreight may rely on instructions that appear to originate from known contact details or accounts, unless Qfreight knew or reasonably should have understood that unauthorised use was involved.

13.4 The TMS and automated functions support the services but do not replace the Customer's duty to check. The Customer shall check quotations, booking data, documents, milestones, rates and warnings before use or approval.

13.5 Qfreight aims to provide secure and available services but does not guarantee uninterrupted or error-free operation. In the event of a malfunction, Qfreight may prescribe a reasonable alternative method of

communication.

Article 14 Cyber fraud and bank details

14.1 A change of bank details is valid only if confirmed through a verification process previously communicated by Qfreight. The Customer shall verify any unexpected change using an already known telephone number or another independent channel.

14.2 Payment to an account that has not demonstrably been confirmed by Qfreight does not discharge the Customer from its payment obligation, unless mandatory law provides otherwise or the incorrect payment was caused exclusively by a security failure attributable to Qfreight.

14.3 The parties shall immediately inform each other of phishing, spoofing, changed payment instructions, data breaches or other cyber incidents that may affect performance or payment.

Article 15 Invoicing and payment

15.1 Invoices are payable within the period stated on the invoice or in the credit arrangement. If no period is stated, payment is due fourteen days after the invoice date.

15.2 The Customer may not suspend or set off payment, except where a counterclaim has been acknowledged by Qfreight in writing or finally established by a court or tribunal.

15.3 If the payment period is exceeded, the Customer owes statutory commercial interest without further notice of default. Extrajudicial collection costs amount to ten percent of the amount due, with a minimum of EUR 100, without prejudice to higher demonstrable costs.

15.4 Qfreight may withdraw credit, require advance payment or security and suspend performance, delivery or release for as long as due amounts, advances or security are outstanding.

15.5 Any objection to an invoice must be submitted in writing, stating reasons, within fourteen days after the invoice date. An objection does not suspend the payment obligation for the undisputed part.

Article 16 Security rights and right of retention

16.1 For all existing and future claims against the Customer, Qfreight has the rights of retention, pledge, refusal to release and security as provided in the Dutch Forwarding Conditions and by law.

16.2 These rights may be exercised over goods, documents, transport documents, monies and other items held by Qfreight or a Third Party engaged by it in connection with any instruction.

16.3 The Customer warrants that it is authorised to subject the goods to these security rights and shall indemnify Qfreight against claims by owners and other entitled parties.

16.4 Where Qfreight must advance amounts or provide security for performance, the Customer shall provide sufficient advance payment or security upon first request.

Article 17 Complaints and claims handling

17.1 The Customer shall inspect goods and documents as soon as possible and shall record visible damage, shortages or discrepancies upon delivery on the transport document and immediately report them to Qfreight.

17.2 Other complaints shall be reported in writing promptly after discovery and with sufficient substantiation. The Customer shall preserve the goods, packaging, seals, photographs, correspondence and other evidence and shall prevent further loss.

17.3 A complaint or claim does not release the Customer from its payment obligations. Qfreight may require an independent expert to investigate the cause and extent of the loss.

17.4 Limitation and expiry periods follow from the Dutch Forwarding Conditions, the applicable law of carriage or the relevant transport document. The shortest mandatorily valid period prevails.

Article 18 Liability

18.1 Where Qfreight acts as freight forwarder or logistics service provider, its liability is governed and limited by the Dutch Forwarding Conditions, including the limits per occurrence and per kilogram stated therein.

18.2 Where Qfreight acts as contractual carrier, its liability is first governed by the applicable mandatory law of carriage and the issued transport document. These terms and conditions apply additionally to matters not governed by mandatory law.

18.3 Qfreight is not liable for consequential loss, loss of profit, production stoppage, lost sales, contractual penalties, reputational damage or non-material loss, unless and insofar as exclusion is not permitted under mandatory law.

18.4 Qfreight is not liable for acts or omissions of a Third Party where Qfreight selected that Third Party with due care and the loss cannot be attributed to Qfreight's own fault. At the Customer's request, Qfreight may, at the Customer's cost and risk, cooperate in recovery against the Third Party or assign a transferable claim.

18.5 No limitation or exclusion applies to loss that is the direct result of intent or deliberate recklessness by Qfreight's management insofar as exclusion thereof is not permitted by law.

Article 19 Force majeure and disruptions

19.1 Force majeure includes circumstances beyond Qfreight's reasonable control, including war, sanctions, piracy, blockade, strikes, congestion, pandemics, natural disasters, fire, cyber incidents, failure of

infrastructure or systems, shortages of space or equipment and measures by carriers or authorities.

19.2 During force majeure, Qfreight's obligations are suspended insofar as performance is prevented or becomes unreasonably burdensome. Qfreight may choose an alternative route, mode of transport, storage or other reasonable measure.

19.3 Additional costs resulting from force majeure or disruption, including diversion, storage, demurrage, detention, security, insurance, return or disposal costs, are for the Customer's account unless mandatory law provides otherwise.

19.4 If the impediment lasts longer than is reasonable, either party may terminate the part not yet performed. Services already performed and costs already incurred remain payable.

Article 20 Sanctions, compliance and prohibited trade

20.1 The Customer warrants that the instruction, goods, parties involved, countries, payments and final destination do not conflict with applicable sanctions, export controls, anti-corruption, anti-money laundering, customs or other trade laws.

20.2 Upon request, the Customer shall provide information regarding ownership, beneficial owners, origin, end use, end user, value, classification and payment flows.

20.3 Qfreight may refuse, suspend, block or terminate an instruction without liability where a compliance risk exists or where a bank, carrier, insurer or authority refuses performance. The Customer shall bear the reasonably incurred costs unless the risk was caused exclusively by Qfreight.

20.4 Qfreight is not required to carry out an instruction that, in its reasonable opinion, is unlawful, misleading or contrary to a professional obligation.

Article 21 Confidentiality, data and intellectual property

21.1 The parties shall treat non-public commercial, operational and technical information as confidential, except insofar as disclosure is necessary for performance, insurance, financing, compliance or required by law.

21.2 Qfreight may share data with Third Parties where necessary for performance or legal compliance. Personal data is processed in accordance with the applicable privacy statement and legislation.

21.3 All rights in Qfreight's TMS, software, calculation methods, templates, layouts, reports and document models remain with Qfreight or its licensors. The Customer receives only a non-transferable right of use for its own business relationship with Qfreight.

21.4 The Customer may retain data and documents from the TMS for its own administration, but may not copy, reverse-engineer, resell or make the system, rate structure or materials available to third parties outside the purpose of the agreement.

Article 22 Term, suspension and termination

22.1 Qfreight may immediately suspend performance if the Customer fails to pay on time, fails to provide security, withholds necessary information, creates a compliance risk or otherwise commits a material breach.

22.2 Qfreight may terminate the agreement in whole or in part with immediate effect in the event of bankruptcy, suspension of payments, liquidation, attachment of a material part of the assets, cessation of the business or a serious or irreparable breach by the Customer.

22.3 Upon termination, all claims and reasonably foreseeable winding-up costs become immediately due and payable. Qfreight may store, return or otherwise lawfully dispose of the goods for the Customer's account and risk.

22.4 Provisions that by their nature continue to apply, including payment, liability, indemnity, security rights, confidentiality, limitation and disputes, remain in force after termination.

Article 23 Governing law and disputes

23.1 All legal relationships with Qfreight are governed by Dutch law.

23.2 Disputes to which the Dutch Forwarding Conditions apply shall be resolved in accordance with the FENEX arbitration provision contained therein, including the exceptions stated therein for certain monetary claims and urgent interim relief.

23.3 Where the arbitration provision is invalid or does not apply, the competent court in the district of Qfreight's registered office has exclusive jurisdiction, insofar as such choice of forum is permitted by law.

23.4 If any provision is null, voidable or unenforceable, the remaining provisions remain in force. The parties shall replace the relevant provision with a valid provision that most closely reflects its purpose and intent.

23.5 In the event of any difference between the Dutch text and a translated version of these terms and conditions, the Dutch text shall prevail.

End of the General Terms and Conditions