

General Terms and Conditions **Cabooter Group**, filed on June 22, 2026 with the Registry of the District Court of Limburg, location Roermond under number 8/2026

TERMS AND CONDITIONS

from

the following companies

Cabooter Logistics B.V., Cabooter Warehousing B.V., Cabooter Equipment B.V., Cabooter Holding B.V. Cabooter Intermodal B.V., Cabooter Railcargo B.V., Cabooter Participaties B.V., Cabooter Unit Cargo B.V., Cabooter Trucking Services B.V., Cabooter Global Services B.V., Cabooter Railterminal Greenport Venlo B.V., Newexco Venlo B.V. as well as all of their current and future subsidiaries and affiliate(s) or any (legal) person that uses these terms and conditions, hereinafter referred to both individually and collectively as 'Cabooter'

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Article 1 – General

1. These general terms and conditions, as well as the Dutch Forwarding Conditions referred to in paragraph 9, apply to all quotations, requests for quotations, agreements, activities (including services rendered and/or to be provided, both paid and unpaid), whereby Cabooter and/or its subsidiaries and/or all affiliated companies or any (legal) person who uses these terms and conditions, hereinafter referred to separately or collectively as '**Cabooter**', undertakes to arrange transport (*doen-vervoeren*) as referred to in Article 8:60 of the Dutch Civil Code (DCC), the distribution of goods, storage, transfer and possibly handling, sorting, packaging, repacking, processing, hoisting, lifting, transshipment, etc. of goods (hereinafter referred to as '**Goods**').), the performance of customs formalities, the provision of advice on logistics issues or on the handling of goods in the broadest sense of the word, as well as the performance of any other type of service. These general terms and conditions also apply to all actions, both factual and legal, that are related to the above, regardless of whether they are based on a formal agreement.
2. In these general terms and conditions, '**Client**' means: any (legal) person who has concluded an agreement with Cabooter in connection with the activities, services or actions referred to in Article 1, or who has made or wishes to make a request for quotation, request for the execution of work, or otherwise a request for the performance of work or the provision of advice, regardless of whether Cabooter performs this work or advice for a fee or not. Cabooter and Client are collectively referred to as '**Parties**'
3. The applicability of the Client's purchase or other (general) terms and conditions is expressly rejected.
4. No employee is authorized to represent Cabooter or a third party engaged by Cabooter. Instructions or instructions contained in a (transport) document that have not been agreed in advance with Cabooter, do not bind Cabooter, even if a subordinate (in whole or in part) carries out the instruction and/or the order.
5. If exemptions, permits, third-party permissions, licenses, approvals or other necessary rights or powers are required for the performance of the work, the Client shall ensure that it has the required documents and/or permissions in a timely manner and that Cabooter will provide a copy or copy thereof, insofar as necessary. This does not apply to those permits, exemptions or rights that Cabooter itself must have in order to carry out its business operations.
6. Once a contract has been concluded under the applicability of these general terms and conditions, including the Dutch Forwarding Conditions referred to in paragraph 9, these will also apply without exception to future quotations to be issued, agreements concluded and work to be carried out by Cabooter.
7. Deviations from these General Terms and Conditions are only valid if they have been agreed in writing between the Parties. These changes and/or derogations then only apply to the specific case to which they relate.
8. If the Client requests Cabooter to have certain Goods transported via the modalities of road, sea, air, rail and/or inland shipping, Cabooter acts exclusively as a freight forwarder and arranges the deployment of one (or more) carrier(s). In that capacity, Cabooter is only a freight forwarder in the strict sense as referred to in Article 8:60 et seq. of the Dutch Civil Code, regardless of how the Parties and/or third parties name or describe the role of Cabooter on any (transport) document, digital or non-digital, before, during or after transport. This means that in these situations Cabooter can never be regarded as a ((paper and/or) contractual) carrier, and/or main carrier and/or successor carrier and as such does not have the associated (result) obligations, except insofar as Cabooter explicitly acts 'as carrier' in a House Bill of Lading (HBL). In the latter case, the obligations and liabilities as stated on the HBL, including the associated HBL conditions, apply.
9. In addition to these general terms and conditions, the Dutch Forwarding Conditions 2018 ('**Dutch Forwarding Conditions**') and jointly referred to below ('**General Terms and Conditions**') are also applicable. If the Client is not established within the European Union, the arbitration rules as included in Article 23 of the Dutch Forwarding Conditions apply.
If the Client is established within the European Union, Article 23 of the Dutch Forwarding Conditions is expressly excluded. The Dutch Forwarding Conditions are included as **Appendix 1** to these general terms and conditions.
10. Cabooter reserves the right to change the General Terms and Conditions, including the content of the included Attachments. The Client will regularly check the most recent general terms and conditions, recognisable by the version number. All terms and conditions can also be downloaded from the website <https://www.cabootergroup.com>. On first request, these will also be sent by e-mail or by post.
11. Cabooter's personal data protection and information security policy can be viewed via the link <https://www.cabootergroup.com/privacy-policy.pdf>

Article 2 – Third Parties / Himalaya Clause

1. The Principal shall give Cabooter a free hand to engage third parties for the execution of the agreement and to accept the (general) terms and conditions of those third parties at the expense and risk of the Principal.
2. Any third party engaged by Cabooter or employee (of such third party) shall enjoy the rights, defences, exceptions and limitations of liability set out in these Terms and Conditions, the applicable Conditions of Carriage or other arrangements applicable to Cabooter, as if these rights were expressly granted to them.

Article 3 – Rates, quotations, placing the order, delivery times

1. All offers made by Cabooter are without obligation as referred to in Article 6:219 paragraph 2 of the Dutch Civil Code.
2. Cabooter's rates are based on locations that are easily accessible. If this is not the case, Cabooter reserves the right to store the Goods with third parties at the expense and risk of the Client. The transport ends after delivery to this third party, whereby the agreed freight rate remains due. The costs associated with the storage of the Goods shall be borne by the Client.
3. Rates are in euros, based on loading and unloading times located on working days from Monday to Friday between 08:00 and 17:00 local time, are exclusive of any taxes and duties, tolls / German road toll (maut), VAT, customs clearance and a fuel surcharge as agreed separately.
4. The rates for the work will be agreed upon by the Parties.
5. If the offer or quotation is based on information provided by the Client and this information turns out to be incorrect or incomplete or subsequently changes, Cabooter has the right to adjust the stated prices, rates and/or terms accordingly and reasonably. This is especially true with regard to loading and unloading locations, dimensions and weights. In the event that the Client provides contradictory information, any additional costs and/or damage suffered or to be suffered by Cabooter will be borne by the Client. Cabooter is not obliged to check the accuracy of information provided by the Client.
6. Cabooter is entitled to adjust agreed rates in a reasonable manner if, after the conclusion of the agreement, cost-increasing circumstances arise that are beyond Cabooter's control. Such circumstances include, but are not limited to, (government) measures in the field of safety, quality, the environment and taxation, as well as market developments in the field of labour, energy and fuel, insofar as these could not reasonably have been taken into account when the agreement was concluded.
7. If the price of fuel (per litre) and/or energy (per kilowatt hour), based on objective and generally accessible market data, increases by 15% or more within a consecutive period of three weeks, Cabooter is in any case entitled to charge a surcharge. This surcharge is calculated on the basis of the actual price increase and can be applied retroactively from the beginning of the second week in which the price increase occurs.
8. The Client is obliged to pay all amounts owed to Cabooter in full and on time, without any discount, deduction, withholding, set-off or suspension for any reason whatsoever. The Client is not entitled to fail to fulfil, suspend, set-off, reduce or otherwise affect its payment obligations towards Cabooter, in whole or in part, on the basis of an (alleged) shortcoming on the part of Cabooter, an (alleged) counterclaim, claim for damages, complaint, restitution claim or any other dispute between the parties. All payment obligations of the Client towards Cabooter are independent and unconditional obligations. To the extent permitted by law, the Client waives any right to set-off, suspension or withholding.

Article 4 – EUR pallets (Euro pallets)

1. Only *EURO* pallets ("**pallets**") will be exchanged, only in the case of road transport and if this has been agreed in advance and is indicated in the order that the load carriers *are EURO* pallets.
2. The exchange of pallets is not included in the rate, there is a surcharge for this. In addition, the following applies to the exchange:
 - a. The Client guarantees Cabooter that the consignee has assumed the obligation to prepare the same number of pallets of the same type and the same quality in a timely manner (in such a way that they can be loaded by the actual carrier almost immediately after delivery of the Goods);
 - b. the obligation to return pallets to the Client rests exclusively with the addressee;
 - c. in the event that (part of) the pallets referred to under (a) are not made available by the addressee or are not made available on time, Cabooter's obligation to perform to the best of one's ability will end. The road haulier

contracted by Cabooter is entitled to refuse acceptance of pallets that deviate significantly with regard to quality level. This road haulier is never obliged to check the quality of the pallets. Cabooter is not obliged to pay a fee to the Client for refused pallets or because loaded pallets deviate from the returned pallets in the opinion of the Client;

- d. in the event that the road carrier contracted by Cabooter returns its own pallets to the Client or the loading address specified by the Client upon receipt of the Goods and does not receive any or insufficient pallets of the same type and of comparable quality back from the consignee, the Client shall owe Cabooter a fee. Cabooter is not liable for shortages.

Article 5 – Acceptance of Goods / Obligation to report valuable shipments

1. In principle, Cabooter accepts all types of Goods with the exception of:
 - a. 'dual-use items' as referred to in Article 2 of Regulation 2021/821; and
 - b. Goods whose transport, export, import, transit, storage, trade or other type of treatment is prohibited or restricted under applicable national, European or international sanctions laws and regulations.The Client has a duty of disclosure to make the nature of the Goods known in a timely manner. Cabooter reserves the right to charge a surcharge for certain Goods.
2. The Client guarantees that the value of the shipment to be transported does not exceed EUR 100,000. In the event of a breach of this warranty, the carrier contracted by Cabooter shall in any case not be liable for more than EUR 100,000. Cabooter expressly accepts the shipment for transport. If the value of the shipment to be transported exceeds the aforementioned amount, the actual value must be communicated to Cabooter in writing as soon as possible, but no later than before the start of the transport. Cabooter reserves the right not to enter into an agreement for the carriage in the event of an overrun and is then not liable for damages.
3. Cabooter does not accept assignments from natural persons, legal entities, companies, organizations or other entities to which applicable national, European or international sanctions measures apply. The same applies if an ultimate beneficial owner (UBO), director, de facto manager or other person who directly or indirectly exercises control over Client is subject to such sanction measures. Cabooter is at all times entitled to refuse, suspend or terminate an order if, if Cabooter is of the opinion that the execution of the order may lead to a violation of applicable sanctions laws and regulations, without being obliged to pay compensation for any damage.
4. Client guarantees that neither it nor its UBOs, directors, de facto managers, group companies or the Goods involved in the assignment are subject to applicable sanction measures and shall fully indemnify Cabooter and hold it harmless against all damages, fines, costs and claims arising from breach of this warranty.

Article 6 – Dangerous substances

1. If the Goods are hazardous substances within the meaning of applicable laws and regulations (including, but not limited to, the ADR), Cabooter is entitled to charge an ADR surcharge.
2. The Client is responsible for the correct labelling, approved packaging and the necessary transport documents including tunnel code and the consignor's declaration. The Goods must be properly packed and secured on pallets, so that they can be stowed and transported in accordance with the legal rules and regulations. The Client is obliged to provide adequate information and advice about the foregoing in advance. If the Client has not provided any information, or has provided incomplete, incorrect or contradictory information and/or the labelling, packaging, load securing, stowage or documents do not comply with the legislation, the Client will be liable for any damage caused as a result, including administrative and/or criminal fines.
3. Cabooter is entitled to suspend or refuse the execution of the order if the required information is missing or incorrectly provided.

Article 7 – Packaging

1. Goods must be packed by the Client in such a way that they protect the Goods against the normal reasonably expected conditions that may occur during transport, including loading and unloading activities (including short-term stays in the open air), groupage and storage, including storage and removal. Relevant factors in the choice of packaging include the mode of transport (road, sea, air, rail, etc.), the duration of transport, the nature of the Goods (fragile, hazardous, conditioned, perishable (light or moisture), etc.). In particular, in the case of several packages, the packaging must hold the Goods together as a stable loading unit.

2. Palletized Goods must be within the size of the pallet and must be provided with indications that indicate any special character of the Goods, such as 'fragile', 'this side up', etc.
3. Goods weighing 30 kilos or more must be placed on a transport unit that can be moved with the help of a forklift/EPT.
4. In the case of dispatch of machinery or equipment with protruding, loose or hinged parts, such parts must be secured and/or protected against possible damage that may occur during loading and unloading operations and transport.

Article 8 – Temperature-controlled goods

Without prejudice to Article 5 paragraph 1, the following applies in the case of transport and/or storage of temperature-controlled Goods. In case of of temperature-controlled Goods (transport under controlled temperature), the time of loading and/or unloading is determined at the risk of the Client or, as applicable, the consignee, respectively, in view of the temperature of the Goods. Cabooter is not liable for damage to the conditioned Goods resulting from:

- a. an incorrect time of loading and/or unloading;
- b. a stay at loading and/or unloading platforms for too long; and/or
- c. the prevailing outside temperature at the time of loading and/or unloading.

Article 9 – Waiting time, loading / unloading / stowage

1. Unless otherwise agreed, the following time units for loading and unloading at a location other than a Cabooter logistics center are included in the agreed rates (free hours):
 - a. when loading or unloading a groupage or partial shipment (LTL): 60 minutes;
 - b. when loading or unloading a full truck load (FTL): 2 hours, including any customs clearance activities;
 - c. when recoupling switch/stand trailers: 30 minutes.
2. Exceeding the times specified in paragraph 1 may be charged by the carrier engaged by Cabooter. Cabooter is entitled to pass on these costs in full to the Client (waiting costs), plus a reasonable surcharge. In the absence of a specific tariff agreement, a fee of EUR 30 per half hour or part thereof applies.
3. If one of the following circumstances occurs:
 - a. after arrival at the loading or unloading address, no loading and/or unloading activities have commenced for a period of 2 hours; or
 - b. no goods appear to be available after arrival at the loading address;
 the carrier engaged by Cabooter is entitled to leave the location or to require further instructions. In that case, Cabooter is entitled to pass on the related costs, including waiting costs and/or failed transport movements (freightage), to the Client.
4. If the Client cancels the order after it has been accepted by Cabooter but before the start of the loading process, the Client will owe Cabooter a fee equal to the costs owed by Cabooter to the carrier, including freightage as referred to in Article 8:1111 paragraph 1 of the Dutch Civil Code, plus a reasonable surcharge.
5. If further measures are necessary in the situation referred to in paragraph 3, including storage of the goods with a third party, Cabooter is entitled to take these measures (or have them taken). All related costs, including transport, storage, storage and storage costs, will be borne by the Client. The actual custodian is not liable to the Client for damage to or loss of the goods, except in the event of intent or deliberate recklessness on the part of that custodian.
6. The burden of proof rests with the Client with regard to the circumstances that contain the opposite of the circumstances referred to in paragraph 3 subparagraphs a and b.

Article 10 – Liability, insurance, claim procedure

1. Cabooter is, regardless of the legal basis used, only liable for direct damage that is the direct result of a breach or unlawful act attributable to Cabooter. This liability is limited to EUR 7,500 per event or series of related events with the same cause. Liability for indirect damage, consequential damage, loss of profit or damage due to business interruption is excluded. This article applies to the extent not otherwise provided elsewhere in the General Terms and Conditions, and does not affect the liability in the event of intent or deliberate recklessness of directors or those who can be equated with them on the basis of the law or the factual circumstances. Cabooter shall not be liable for claims below EUR 2,500,-.

2. The Client is obliged to take care of the loading, stowage and unloading of Goods. Insofar as a subordinate of the carrier contracted by Cabooter supports this obligation in whole or in part, this person acts at the expense and risk of the Client.
3. If the consignee refuses to take delivery of the Goods, regardless of the reason, the Client is obliged to provide a reasonable instruction to Cabooter. The costs arising from this instruction will be borne by the Client. In any case, there is no question of a reasonable instruction if the instruction disproportionately disadvantages Cabooter's business operations.
4. Cabooter has insured its liability arising from agreed work on the basis of customary insurance conditions. At the request of the Client, Cabooter will provide a copy of the insurance certificate.
5. The Client is advised to take out a Goods Insurance at its own expense and risk that provides cover against the risk of damage to the Goods, including in any case damage as a result of (direct and indirect) fire, lightning strikes, explosions, floods, falling parts or projectiles, during the agreed work and in case of doubt about the nature and content of the insurance. including the extent of the coverage, contact an insurance agent.
6. Only in the event of 'transport' and at the explicit and specified timely request of the Client, Cabooter may attempt to take out a Goods Transport Insurance at the expense and risk of the Client. Cabooter is entitled to (tacitly) refuse such a request without giving a reason.
 - a. If Cabooter refuses, this does not make it liable for damages.
 - b. If Cabooter complies with this request, it is entitled to charge a reasonable surcharge. Cabooter has only complied with this request if it has expressly confirmed to the Client that the aforementioned insurance has actually been taken out. In the absence of such a statement, the Client must assume that Cabooter refuses within the meaning of subsection a.

Cabooter does not advise on insurance under any circumstances, nor does it mediate in this and is not liable for errors that arise during, by or as a result of (the execution of) the request, directly and indirectly and in the broadest sense of the word.
7. If the Client is of the opinion that Cabooter and/or a carrier contracted by Cabooter is liable, the Client shall follow the procedure as set out in **Appendix 2 (Claim Procedure)**.

Article 11 – Rights, indemnification and cooperation

1. Cabooter's failure to exercise or delay exercising any right under these Terms and Conditions shall not be deemed to be a waiver of that right. Nor does the mere or partial exercise of a right by Cabooter preclude the subsequent exercise of that right or other rights.
2. Persons who are at a location of Cabooter, the Client, a loading and/or unloading address specified by the Client, of a third party engaged by Cabooter or any other place where work is carried out, shall be present at their own risk at all times and must comply with rules and instructions set on site. The Client indemnifies Cabooter against all claims of these persons, their employers and successors, insofar as these claims are related to their presence and/or work there.
3. If the Client is liable to third parties for damage and wishes to take recourse against Cabooter, the Client must give Cabooter the opportunity to be present or to be represented during the investigation into the cause and extent of that damage, and also to demonstrate that he has used all defences to which he is entitled against these third parties in order to reject or limit his liability, unless Cabooter has expressly agreed in writing to accept liability or to reach a settlement with the third party; failing this, Cabooter is fully released from any liability.

Article 12 – Force majeure

1. Cabooter is entitled to suspend the work in the event of force majeure, without Cabooter being liable for this. The agreement remains in full force and effect for as long as the force majeure lasts, without prejudice to the provisions of Article 12 of the Dutch Forwarding Conditions.
2. Force majeure is in any case understood to mean circumstances that could not reasonably have been foreseen and that Cabooter cannot influence, including:
 - strikes or other forms of labour unrest, such as lockouts or slow-down actions;
 - illness, epidemics, quarantines or similar situations affecting Cabooter staff or third parties;
 - government measures or decisions of administrative bodies that are imposed unexpectedly and for which Cabooter has not given rise (e.g. COVID measures, requisitions of vehicles or resources);

- extreme weather or hydrological conditions and natural disasters, including storms with wind speeds of 25 m/s or higher (Beaufort 10 or more), floods above warning levels set by competent authorities, heavy snow or icefall, and similar exceptional events that cannot be foreseen or prevented by a reasonable and professional logistics service provider;
 - war, riot, insurrection, terrorism, hostage-taking, sabotage, destruction or similar unrest;
 - hidden defects in the equipment used by Cabooter that are beyond Cabooter's reasonable control;
 - any other circumstances beyond Cabooter's control that a reasonable logistics service provider could not have avoided or foreseen.
3. Cabooter will inform the Client in writing as soon as possible about the force majeure situation and take reasonable measures to limit the consequences.
 4. All additional costs arising directly or indirectly from force majeure, such as transport and storage costs, warehouse or site rent, demurrage and standing fees, insurance and outbound, are at the expense and risk of the Client and must be paid to Cabooter by the Client on first request.

Article 13 – Rights and obligations of the road haulier contracted by Cabooter

1. Upon receipt of Goods by a carrier contracted by Cabooter on behalf of the Client ('Road Carrier') obliged to investigate (or have investigated):
 - a. the accuracy of the information in the transport document concerning the number of packages and their marks and numbers;
 - b. the external condition of the Goods and their packaging.
2. If the Road Carrier does not have reasonable means at its disposal to verify the correctness of the particulars referred to in paragraph 1 (a) of this article, the driver shall record the reasons in the transport document stating the reservations he makes. The driver shall also state the reasons for all reservations he makes with regard to paragraph 1 under (b): the external condition of the Goods and their packaging.
3. The Road Carrier is exempt from making reservations if the Goods are packed and/or stowed in such a way that the Road Carrier cannot reasonably be expected to comply with its obligation to investigate under paragraph 1. This is especially true in the case of complex pallet construction, the use of non-transparent film and situations where the driver is not or may not or cannot be present during the loading process.
4. Cabooter has the right to terminate the contract of carriage or, at Cabooter's discretion, to suspend the departure of the vehicle, without becoming liable for damages, if the Goods:
 - i. are excluded from transport on the basis of Article 5 paragraph 1, or if the Client or a person or entity associated with the Client does not meet the requirements referred to in Article 5 paragraphs 3 and 4.
 - ii. deviate substantially from the order, in particular in the event of defects, type, nature, weight and size;
 - iii. are not (properly) packaged and/or, if applicable, are not labelled (see Article 6 paragraph 2 and Article 7)), while the nature of the Goods in connection with the mode of transport does require this;
 or when the transport is prohibited or sanctioned by any public authority (including implementing bodies).
5. Cabooter makes every effort to have the transport completed within the agreed delivery time with a margin of 2 hours. Receipt and delivery of Goods takes place on working days between 8:00 and 17:00.

Article 14 – Market surveillance and product safety

14.1 Definitions

For the purposes of this Article, the following definitions shall apply:

Cabooter: Cabooter acting as a fulfilment service provider within the meaning of Article 3(11) of Regulation (EU) 2019/1020 of the European Parliament and of the Council of 20 June 2019 on market surveillance and compliance of products (OJ L 169, 25 June 2019, p. 1) and Article 3(12) of Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety (OJ L 135, 23 May 2023, p. 1);

Client: the Client;

EU responsible economic operator means the economic operator established in the EU (manufacturer, importer, authorised representative or, failing that, Cabooter) responsible for the conformity and safety of the product as referred to in Article 4 of Regulation (EU) 2019/1020 and Article 10 of Regulation (EU) 2023/988 respectively;

Conformity documentation: the EU declaration of conformity or declaration of performance and technical documentation as required by the applicable EU harmonisation legislation (Article 4(3)(a) of Regulation 2019/1020);

Safety documentation: technical documentation, risk analysis, user instructions, safety information and traceability data as referred to in Article 10(2) of Regulation 2023/988;

Dangerous product: a product that does not meet the general safety requirement of Article 5 of Regulation 2023/988 or poses a risk to the health or safety of consumers;

Safety Business Gateway: the European Commission's reporting portal for unsafe products as referred to in Article 22 of Regulation 2023/988;

Recall notice: the formal notice to consumers about the recall of a product, with the mandatory title 'Product safety recall', as referred to in Article 36 of Regulation 2023/988;

Corrective action: any measure aimed at eliminating non-compliance or mitigating risks, including recall, withdrawal from the market or modification of the product;

Market surveillance authority: the competent national authority in charge of market surveillance.

14.2 Verification obligation per assignment

The Client guarantees that for each assignment it will be checked whether products are subject to EU harmonisation legislation or Regulation. 2023/988 and that the products comply with them. The Client confirms in writing to Cabooter that this verification has been carried out. If products fall under harmonisation legislation, the Client shall act in accordance with that legislation. If products fall outside harmonisation legislation but are covered by Regulation (Reg). 2023/988, they meet the general safety requirement of Article 5 of Regulation (Reg) No 2023/988. 2023/988.

14.3 Designation of EU Responsible Economic Operator

The Client shall designate an EU-responsible economic operator for each product and shall inform Cabooter in writing of the identity and contact details, including name, trade name or brand, business address, e-mail address, telephone number and, where applicable, registration number or Chamber of Commerce number, no later than when the order is placed. Changes will be reported immediately, but no later than within five working days. If Cabooter is designated as an EU responsible economic operator by a Market Surveillance Authority, these obligations shall continue to apply in full and Cabooter may suspend implementation or impose further conditions until a valid economic operator has been designated.

14.4 Documentation, Labeling and Traceability

The Client shall ensure the presence, completeness and correctness of Conformity and Safety Documentation, including traceability data. Documentation shall be kept for a minimum of ten years after the product has been placed on the market and shall be provided without delay to Cabooter or directly to Market Surveillance Authorities upon request, in the language required by the authority. Products are provided with identification data, indication of EU responsible economic operator and safety information. Cabooter can act as an EU responsible economic operator if legally necessary; Modalities and costs are agreed in writing.

14.5 Security check and complaint registration

The client actively monitors the safety of products, follows relevant developments and maintains an internal complaints register for at least five years. Any safety-related complaint, report or signal will be reported to Cabooter without delay. In the event of a serious incident or dangerous product, the Client shall inform the competent authorities via the Safety Business Gateway.

14.6 Corrective Actions and Recalls

Client shall promptly take corrective action at the request of Cabooter or a Market Surveillance Authority, including recall, withdrawal, disabling or informing consumers. If the Client fails to act, Cabooter may carry out these measures at the expense of the Client and suspend services until conformity or safety has been demonstrated. Recall notices comply with Article 36 of the Regulation. 2023/988 and bear the compulsory title.

14.7 Cooperation and mandate

The sponsor shall fully cooperate with investigations and inspections by Market Surveillance Authorities and shall provide all relevant information. The Client authorizes Cabooter to act on its behalf, including legal action against authorities, in the name and at the expense and risk of Client.

14.8 Warranties and Liability

Client warrants that products comply with applicable EU legislation, that documentation is complete, accurate and authentic, conformity markings are correctly affixed, complaints register is maintained and Cabooter is informed in a timely manner of relevant circumstances. Cabooter is not liable for damage to the Client, except in the case of intent or deliberate recklessness. The Client indemnifies Cabooter against claims from third parties and provides security on request, such as bank guarantee.

14.9 Suspension and Termination

Cabooter may suspend performance or terminate the agreement if documentation is missing or defective, products are prohibited or pose a danger. Suspension or termination does not affect the liability of the Client.

14.10 Retention obligation and limitation period

The Client shall retain Conformity and Safety Documentation for at least ten years, the Complaints Register for at least five years. Cabooter keeps records of products, EU-responsible economic operators and incidents for at least three years. Claims are time-barred after five years from the time Cabooter became aware of the claim.

14.11 Governing Law and Relationship to Other Provisions

These special provisions have been drawn up in implementation of Vo. 2019/1020 and Vo. 2023/988, applicable from 13 December 2024. Specific sectoral harmonisation legislation will continue to apply to aspects that are not covered or covered in less detail. In the event of a conflict with the other provisions of the General Terms and Conditions, the provisions of this article (14) shall prevail.

Article 15 – Hardship clause

1. Cabooter is obliged to perform its contractual obligations (including the rights and obligations under the General Terms and Conditions), even if events have made the performance more difficult than could reasonably have been expected at the time of the conclusion of the agreement.
2. By way of derogation from paragraph 1 of this article, if Cabooter demonstrates that:
 - a. the continued performance of its contractual obligations has become disproportionately burdensome as a result of an event beyond its reasonable control; And that;
 - b. it could not reasonably have avoided the event or its consequences;the Parties are obliged to negotiate alternative contractual terms that reasonably mitigate the effects of the event within a reasonable time after the invocation of this article.
3. If paragraph 2 of this article applies, but Cabooter and the Client have not been able to agree on alternative contractual clauses as referred to in that paragraph, Cabooter is entitled to dissolve the agreement with immediate effect without Cabooter being obliged to pay any compensation.

Article 16 – Choice of forum and choice of law

1. Dutch law applies to every legal relationship between the Parties.
2. All disputes arising from or in connection with the agreement(s) concluded between the Parties, work performed, services provided or arising in the pre-contractual phase shall be settled by the competent court in Rotterdam, except if mandatory provisions prevent this or if, on the basis of Article 1 paragraph 9, the arbitration rules as included in Article 23 of the Dutch Forwarding Conditions apply.

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Appendix 1 – Dutch Forwarding Conditions 2018



DUTCH FORWARDING CONDITIONS

May 1st 2018

as lodged by FENEX with the Clerks of the District Courts of Amsterdam under number 23/2018 and
Rotterdam under number 16/2018

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Definitions

Article 1. Definitions

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

1. **Third party/parties:** all of those persons, who are not employees, with whom the Freight Forwarder has an undertaking on behalf of the Client, irrespective of whether the Freight Forwarder has the undertaking in its own name or in the name of the Client;
2. **Services:** all activities and work, in any form and by whatever name, including those performed by the Freight Forwarder for or on behalf of the Client;
3. **Freight Forwarder:** the natural or legal person who performs Services on behalf of the Client and who uses these Conditions; this person is not exclusively understood to be the Freight Forwarder referred to in Book 8 of the Dutch Civil Code;
4. **Client:** every natural or legal person who provides the Freight Forwarder with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment;
5. **Agreement:** the agreement entered into by the Freight Forwarder and Client in respect of the Services to be performed by the Freight Forwarder, of which these Conditions form part;
6. **Force majeure:** all circumstances that the Freight Forwarder has reasonably been unable to avoid and in respect of which the Freight Forwarder has reasonably been unable to prevent the consequences.;
7. **Conditions:** these Dutch Forwarding Conditions.
8. **Good/Goods:** the goods to be made available or made available to the Freight Forwarder, its agent or Third Parties by or on behalf of the Client, for the purpose of executing the Agreement.

Scope

Article 2. Scope

1. These Conditions govern all offers, agreements, legal acts and actual acts relating to Services to be performed by the Freight Forwarder, insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between the parties, including once the Agreement has ended.
2. 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.
3. In case the English translation differs from the Dutch text, the latter will prevail.

Article 3. Third Parties

The Client gives the Freight Forwarder free rein to engage the services of Third Parties to execute the Agreement, and to accept the (general) terms and conditions of those Third Parties at the Client's expense and risk, unless agreed otherwise with the Client. At the Client's request, the Freight Forwarder is obliged to provide (a copy of) the (general) terms and conditions under which it has entered into a contract with those Third Parties.

Conclusion of the Agreement

Article 4. Conclusion of the Agreement

1. All offers made by the Freight Forwarder are non-binding.
2. Agreements, as well as amendments of and additions to these agreements, shall only become effective if and insofar as the Freight Forwarder has confirmed these in writing or the Freight Forwarder has started to perform the Services.

Customs work

Article 5. Customs work

1. The provision of information to the Freight Forwarder, that is reasonably provided to enable customs formalities to be carried out, shall imply an order, unless otherwise agreed in writing.
2. This order is accepted by the Freight Forwarder by means of an explicit written confirmation or by the Freight Forwarder starting to carry out the customs formalities. The Freight Forwarder is never obliged to accept an order to carry out customs formalities.
3. If the Freight Forwarder becomes familiar with information or conditions which would indicate that the Client has not complied with article 9 paragraph 3 of these Conditions (has provided incorrect and/or incomplete information and/or documents) and on the basis of which the Freight Forwarder has not accepted the order to carry out customs formalities, the Freight Forwarder is at all times entitled to end this order and not carry this out (any further), which may or may not be set out in an additional agreement and/or authorisation, without any obligation to pay damages.

Remunerations and other costs

Article 6. Remunerations

1. All prices quoted shall be based on the prices that apply at the time of the offer (quotation). If between the time of the offer and the time of execution of the Agreement, 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, the Freight Forwarder is entitled to pass on this increase to the Client. The Freight Forwarder must be able to prove the changes.

2. If the Freight Forwarder charges all-in or fixed rates, these rates shall be deemed to include all costs that, in the normal process of handling the order, are for the account of the Freight Forwarder.
3. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.
4. In the event of circumstances that are of such a nature that when concluding the Agreement it was not deemed necessary to take into account the risk that they could occur, that cannot be attributed to the Freight Forwarder and that significantly increase the costs of the Services being performed, the Freight Forwarder is entitled to an additional payment. Where possible, the Freight Forwarder shall consult in advance with the Client. In such a case, the additional payment shall consist of the additional costs that the Freight Forwarder 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 the Freight Forwarder.
5. Expenses of an exceptional nature and higher wages arising whenever Third Parties, by virtue of any provision in the relevant agreements between the Freight Forwarder 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 Client to the Freight Forwarder.
6. Other than in cases of intent or deliberate recklessness on the part of the Freight Forwarder, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as demurrage, waiting times, etc. shall be borne by the Client, even when the Freight Forwarder has accepted the bill of lading and/or the charter party from which the additional costs arise without protestation. The Freight Forwarder must make every effort to avoid these costs.

Insurance

Article 7. Insurance

1. Insurance of any kind shall only be arranged at the Client's expense and risk following acceptance by the Freight Forwarder of the Client's explicit written order, in which the Client 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.
2. The Freight Forwarder will take out the insurance (or arrange for this to be taken out) through an insurer / insurance broker / insurance intermediary. The Freight Forwarder is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.
3. When the Freight Forwarder uses equipment, such as derricks, cranes, fork-lift trucks and other machines to perform the Services that do not form part of its usual equipment, the Freight Forwarder shall be entitled to take out insurance at the Client's expense to cover the Freight Forwarder's risks arising from the use of such equipment. Where possible, the Freight Forwarder shall consult in advance with the Client about the use of such equipment. If no

timely prior consultation is possible, the Freight Forwarder will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

Execution of the Agreement

Article 8. Delivery date, method of delivery and route

1. The mere statement by the Client of a time for delivery shall not legally bind the Freight Forwarder. Arrival times are not strict deadlines and are not guaranteed by the Freight Forwarder, unless agreed otherwise in writing.
2. If the Client has not given any specific instructions about this with its order, the method of delivery and route shall be at the Freight Forwarder's discretion and the Freight Forwarder may at all times accept the documents customarily used by the firms it contracts for the purpose of carrying out its orders.

Article 9. Commencement of the Services

1. The Client is obliged to deliver the Goods to the Freight Forwarder or a Third Party in suitable packaging to the agreed location, at the agreed time and in the manner agreed.
2. In respect of the Goods, as well as in respect of the handling thereof, the Client is obliged to supply the Freight Forwarder in good time with any details and documents that it knows or ought to know, are of importance to the Freight Forwarder. If the Goods and/or activities are subject to governmental provisions, including customs and excise regulations and tax rules, the Client must provide all information and documents, in good time, that are required by the Freight Forwarder in order to comply with those provisions.
3. The Client 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 current legislation. The Freight Forwarder shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.

Article 10. Goods Handling

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 Client's specific instructions and upon remuneration of the costs thereof.
2. Notwithstanding the provisions in paragraph 1, the Freight Forwarder shall be entitled, but not obliged, on its own authority and at the Client's expense and risk, to take all such actions as it deems necessary in the Client's interest. Where possible, the Freight Forwarder shall consult in advance with the Client. If this is not possible, the Freight Forwarder shall take the measures that seem to it to be in the best interests of the Client and shall inform the Client of the measures taken and the associated costs, as soon as this is reasonably possible.
3. The Freight Forwarder is not an expert with respect to the Goods. The Freight Forwarder shall therefore in no way be liable for any damage that arises from or that is related to any notification by the Freight Forwarder with regard to the state, nature or quality of the Goods; nor shall the Freight Forwarder be under any obligation to ensure that the shipped Goods correspond with the samples.

Liability

Article 11. Liability

1. All Services shall be at the Client's expense and risk.
2. Without prejudice to the provisions in Article 17, the Freight Forwarder shall not be liable for any damage whatsoever, unless the Client can prove that the damage has been caused by fault or negligence on the part of the Freight Forwarder or the latter's employees.
3. The Freight Forwarder'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, the liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.
4. The loss to be indemnified by the Freight Forwarder shall never exceed the invoice value of the Goods, to be proved by the Client, in default whereof the market value, to be proved by the Client, at the time when the damage occurred, shall apply.
5. The Freight Forwarder shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.
6. If during the execution of the Agreement damage occurs for which the Freight Forwarder is not liable, taking into account the provisions in Article 19 of these Conditions, the Freight Forwarder shall make efforts to recover the Client's damage from the party that is liable for the damage. The Freight Forwarder shall be entitled to charge to the Client the costs incidental thereto. If so requested, the Freight Forwarder shall waive in the Client's favour its claims against Third Parties whose services it engaged for the purpose of executing the Agreement.
7. The Client shall be liable vis-a-vis the Freight Forwarder 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 the Freight Forwarder as a result of (amongst other things) the non-compliance by the Client 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 Client, as well as a result of the fault or negligence in general of the Client and/or its employees and/or Third Parties whose services the Client engages and/or Third Parties that work on behalf of the Client.
8. The Client shall indemnify the Freight Forwarder at all times against third-party claims, including employees of both the Freight Forwarder and the Client, connected with or ensuing from the damage referred to in the previous paragraph.
9. Even where all-in or fixed rates, as the case may be, have been agreed, the Freight Forwarder that is not a carrier but always a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the Dutch Civil Code, shall be liable, whereby the liability is governed by these Conditions.

10. If a claim is made against the Freight Forwarder by the Client outside of the Agreement in respect of the damage that occurs during the execution of the Services, then the Freight Forwarder's liability shall be limited to the liability under the Agreement.
11. If to defend its liability for conduct of a Third Party or employee the Freight Forwarder derives a defence from the Agreement vis-a-vis the Client, then if it is held liable by the Client 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.
12. In the event a Freight Forwarder 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 the Freight Forwarder, then the Freight Forwarder has no further liability than it would have under the Agreement.

Article 12. Force majeure

1. In the event of Force Majeure, the Agreement shall remain in force; the Freight Forwarder's obligations shall, however, be suspended for the duration of the Force Majeure.
2. All additional costs caused by Force Majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Client and shall be paid to the Freight Forwarder at the latter's first request.

Article 13. Refusal of carriers

If the carriers refuse to sign for quantity, weight, etc., the Freight Forwarder shall not be liable for the consequences thereof.

Imperative law

Article 14. The Agreement to organise transportation of goods

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 Dutch Civil Code.

Payment

Article 15. Payment conditions

1. The Client shall pay to the Freight Forwarder the agreed remunerations and other costs, freights, duties, etc. ensuing from the Agreement upon commencement of the Services, unless agreed otherwise.
2. The risk of exchange rate fluctuations shall be borne by the Client.
3. The amounts referred to in paragraph 1 shall also be due if damage has occurred during the execution of the Agreement.
4. If, in contravention of paragraph 1 of this article, the Freight Forwarder allows deferred payment, the Freight Forwarder shall be entitled to make a credit limit charge.

5. In the event of termination or dissolution of the Agreement, all claims of the Freight Forwarder - 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:
 - the bankruptcy of the Client is announced, the Client applies for suspension of payment or otherwise loses the unrestricted disposition over a significant part of its assets;
 - the Client offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to the Freight Forwarder, ceases to trade or - where the Client is a legal entity or corporate body - if the legal entity or the corporate body is dissolved.
6. Upon first demand by the Freight Forwarder, the Client must provide security for the amount owed or that shall be owed by the Client to the Freight Forwarder. This obligation remains if the Client also has to provide or has provided security in relation to the amount owed.
7. The Freight Forwarder 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 the Freight Forwarder to provide security shall be borne by the Client.

If the Freight Forwarder has provided security from of its own means, it may demand that the Client immediately pays the amount for which security has been provided.

Where possible, the Freight Forwarder shall consult in advance with the Client. If no timely prior consultation is possible, the Freight Forwarder will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

8. The Client shall at all times be obliged to indemnify the Freight Forwarder 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 the Freight Forwarder.

The Client shall also reimburse the said amounts to the Freight Forwarder if a Third Party brought in by the Freight Forwarder demands payment for the said amounts within the framework of the Agreement.

9. The Client shall at all times indemnify the Freight Forwarder for any amounts, as well as for all additional costs that may be claimed or additionally claimed from the Freight Forwarder in connection with the order, as a result of incorrectly levied freight and costs.
10. It shall not be permissible for claims receivable to be set off against payment of remunerations arising from the Agreement on any other account in respect of the Services owed by the Client or of other costs chargeable against the Goods with claims of the Client or suspension of the aforementioned claims by the Client.

Article 16. Allocation of payments and judicial and extrajudicial costs

1. Cash payments shall be deemed in the first place to have been made on account of non-preferential debts.
2. The Freight Forwarder shall be entitled to charge to the Client extrajudicial and judicial costs for collection of the claim. The extrajudicial collection costs are owed as from the time at

which the Client is in default and these amount to 10% of the claim, with a minimum of € 100.00.

Article 17. Sureties

1. The Freight Forwarder has the right to refuse the delivery of Goods, documents and monies, that the Freight Forwarder has or will obtain, for whatever reason and with whatever destination, in respect of another party.
2. The Freight Forwarder has a right of retention in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future on the Client and/or the owner of the Goods, including in respect of all claims which do not relate to those Goods.
3. The Freight Forwarder has a right of lien in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future on the Client and/or the owner of the Goods.
4. The Freight Forwarder shall regard anyone who, on behalf of the Client, entrusts Goods to the Freight Forwarder for performing Services, as the Client's agent for creating a lien on those Goods.
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 the Freight Forwarder, the Client or the party that demands delivery at the request of the Freight Forwarder 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.
6. The Freight Forwarder can also exercise the rights outlined in this article (right of lien, right of retention and right to refuse delivery) for what is still owed to it by the Client in relation to previous orders and for any amounts payable by way of delivery C.O.D. in respect of the Goods.
7. The sale of any security shall take place at the account of the Client in the manner prescribed by law or - if there is consensus thereon - privately.
8. At the Freight Forwarder's first request, the Client shall furnish security for costs paid or to be paid by the Freight Forwarder to Third Parties or government authorities and other costs that the Freight Forwarder incurs or anticipates incurring, on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.
9. In the absence of documents, the Freight Forwarder is not obliged to give indemnities or furnish securities. If the Freight Forwarder has given indemnification or furnished security, the Client is obliged to indemnify the Freight Forwarder from all consequences thereof.

Final provisions

Article 18. Termination of the Agreement

1. The Freight Forwarder can terminate the Agreement with immediate effect in the event the Client:
 - discontinues its profession or business largely or in full;
 - loses the power to dispose of its assets or a substantial part thereof;
 - loses its legal personality, is dissolved or effectively liquidated;
 - is declared bankrupt
 - offers an agreement excluded from the bankruptcy proceedings;
 - applies for moratorium on payment;
 - loses the power to dispose of its goods or a substantial part thereof as a result of seizure.
2. If the Freight Forwarder 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 Client can dissolve the Agreement with immediate effect in full or in part after:
 - it has notified the Freight Forwarder by registered letter with reasons how the Freight Forwarder has failed to comply, stipulating a period of time of at least thirty days for fulfilment of the obligations, and;
 - on expiry of that deadline, the Freight Forwarder has not yet fulfilled the obligations.
3. If the Client 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, the Freight Forwarder can dissolve the Agreement with immediate effect in full or in part after, by registered letter, it has stipulated a deadline to the Client of at least fourteen days for fulfilment of the obligations and upon expiry of that deadline, the Client has not yet fulfilled its obligations. If, by stipulating such a period, the Freight Forwarder's interests in the undisturbed conduct of its business would be impaired disproportionately, the Freight Forwarder may dissolve the Agreement without observing a time limit.
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.

Article 19. Proceedings against Third Parties

Legal and arbitration proceedings against Third Parties shall not be conducted by the Freight Forwarder unless it agrees to do so at the Client's request and at the latter's expense and risk.

Article 20. Prescription and limitation

1. Notwithstanding the provisions in paragraph 5 of this article, every claim is subject to prescription by the expiry of a period of nine months.
2. Every claim vis-a-vis the Freight Forwarder shall be time-barred by the mere expiry of a period of 18 months.
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 the Freight Forwarder or should have been delivered.

4. In the event that the Freight Forwarder 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 the Freight Forwarder has settled the claim brought against it.

If the Freight Forwarder 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.

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.

Article 21. Choice of law

1. All Agreements to which these Conditions apply are governed by Dutch law.
2. The place of payment and settlement of claims shall be the Freight Forwarder's place of business.

Article 22. Reference title

These general terms and conditions can be cited as "Dutch Forwarding Conditions".

Disputes

Article 23. Arbitration

1. All disputes which may arise between the Freight Forwarder and its Other Party shall be decided by three arbitrators to the exclusion of the ordinary courts of law, in accordance with the FENEX Rules of Arbitration. The FENEX Rules of Arbitration and the current fees for the arbitration process can be read and downloaded from the FENEX website. A dispute shall exist whenever either of the parties declares that this will be so.
Without prejudice to the provisions of the preceding paragraph, the Freight Forwarder shall be at liberty to bring before the competent Dutch court in the Freight Forwarder's place of business, claims for sums of money due and payable, the indebtedness of which has not been disputed in writing by the Other Party within four weeks after the invoice date. The Freight Forwarder is also at liberty to institute interim relief proceedings for claims of an urgent nature at the competent Dutch court in the Freight Forwarder's place of business.
2. The arbitration shall be settled by three arbitrators, unless neither of the parties has submitted a request for arbitrators to be appointed and the parties have jointly informed the FENEX secretariat in writing that they wish to have the arbitration settled by an arbitrator who they have appointed jointly, appending the written declaration of the arbitrator who they have appointed jointly containing his/her acceptance of the appointment and the force and validity of the FENEX Arbitration Rules.

3. One arbitrator shall be appointed by the Chairman or the Vice-Chairman of the FENEX; the second shall be appointed by the Dean of the Bar Association of the district in which the aforesaid Freight Forwarder has its registered office; the third shall be appointed by mutual agreement between the two arbitrators so appointed.
4. The Chairman of the FENEX shall appoint an expert on forwarding and logistics; the Dean of the Bar Association shall be asked to appoint a specialised lawyer in forwarding and logistics; the third arbitrator shall preferably be an expert on the trade and trade and industry in which the Freight Forwarder's Other Party is engaged.
5. Where applicable, arbitrators shall apply the provisions of international transport conventions, including the Convention on the Contract for the International Carriage of Goods by Road (CMR).

FENEX: Netherlands Association for Forwarding and Logistics
Boris Pasternaklaan 22-30, 2719 DA Zoetermeer
P.O. Box 3008, 2700 KS Zoetermeer

Appendix 2 – Claim procedure

Preamble – Applicability and Role of Cabooter

This claim procedure applies to all reports in which the Client holds or wishes to hold Cabooter liable in connection with services performed by Cabooter. This includes reports of damage to goods, loss of goods and delay in the delivery of goods, but also reports of other types of damage — including pecuniary damage, consequential damage or damage as a result of a shortcoming or tort attributable to Cabooter — insofar as they are related to the work performed by Cabooter.

The role of Cabooter differs per situation and determines the way in which a report is handled:

Role A – Freight forwarder: If an agreement has been concluded between the Client and Cabooter as a freight forwarder (*doen-vervoerder*) within the meaning of Article 8:60 et seq. of the Dutch Civil Code, i.e. in all cases in which the Client has expressed a need for the transport of Goods, Cabooter acts as a freight forwarder (in the narrow sense). In that capacity, Cabooter is not itself liable for damage to, loss of or delay in the delivery of Goods that occurs during the actual transport by the carrier(s) engaged by Cabooter. In that case, Cabooter facilitates the submission and forwarding of the claim to the carrier(s) concerned.

Role B – Other services: If the report relates to services or activities in which Cabooter acts as a contractual counterparty other than in the capacity of freight forwarder (in the narrow sense), the report will be handled internally by Cabooter. A report does not constitute an assertion of liability on the part of Cabooter, nor as an acknowledgement by Cabooter of any liability or of the correctness of the facts alleged therein.

In that case, the damage may consist of financial damage other than damage to, loss of, or delay in the delivery of Goods. The report will be handled internally and assessed on the basis of the agreement(s) concluded between the parties and these General Terms and Conditions, including the Dutch Forwarding Conditions.

After receiving the report, Cabooter determines which role applies to the situation in question and informs the Client about this. In some cases, both roles can be involved simultaneously.

Submitting a report via Cabooter does not constitute an acknowledgement of liability by Cabooter, nor does not constitute interruption of limitations periods. The Client remains responsible at all times for preserving its rights in a timely manner and engaging expert legal assistance.

Article 1 – Submission of a report

1.1 Method of submission

A report is submitted by e-mail and must be made as soon as possible after discovering the damage, loss, delay or conduct on which the report is based. In the event of damage to or loss of goods, the Client is advised to immediately note the damage on the consignment note upon delivery and to inform Cabooter of this immediately.

1.2 Content of the report

The notification shall contain at least:

- a) a description of the nature and extent of the damage or the accusation that Cabooter is being made;
- b) the probable cause, if known;
- c) the amount claimed and an explanation of its calculation.

1.3 Required Documentation

The Client shall attach the following documents to the notification, insofar as available and applicable:

- communication with Cabooter relating to reporting;
- the consignment note ((H)BL, CMR, AVC, AWB, Lieferschein, etc.) and other relevant transport documents;
- a damage report or other document showing the nature and extent of the damage;
- photographic or video material of the damage;
- the purchase invoice and documentation regarding the replacement value or repair costs;
- documentation showing the gross weight of the consignment, if applicable;
- information about any goods insurance taken out and/or an insurance payment already received;

- in the case of reports of other types of damage: all other documents showing the alleged shortcoming and the damage, such as correspondence, quotations, invoices from third parties or expert reports.

Cabooter supplements the information received, as far as reasonably possible, with the data and documents that it has in its possession.

Article 2 – Handling of the report

2.1 Qualification and confirmation

Cabooter will confirm receipt of the report and will inform the Client as soon as possible about the qualification of the report (Role A or Role B, or both) and the further manner of handling.

2.2 Additional information

If the notification is incomplete, Cabooter may request the Client to provide additional information or documents. As long as the requested information has not been received, Cabooter may suspend the processing of the report.

2.3 Inspection

The Client will keep damaged goods and/or the shipment available for inspection by or on behalf of the (potentially) liable party, until explicit permission has been given to process, repair or destroy the goods. The arbitrary repair or destruction of goods can negatively affect the extent of any compensation.

Article 3 – Role A: Cabooter as freight forwarder

3.1 If the notification relates to damage to, loss of, or delay in the delivery of Goods during the actual carriage by a carrier engaged by Cabooter, Cabooter shall:

forward the claim, accompanied by the available documentation, to the carrier concerned;

Inform the Client of relevant responses from that carrier, insofar as Cabooter is informed about this.

3.2 Cabooter has no influence on the substantive handling, assessment or settlement of the claim by the carrier. Cabooter cannot guarantee outcomes or deadlines.

3.3 The Client is aware that the limitation periods for claims against carriers are in principle short (guideline; 1 year). It is the responsibility of the Client to take legal measures in a timely manner if the transfer by Cabooter does not lead to a satisfactory result.

Article 4 – Role B: Cabooter as other service provider

4.1 If the report concerns Cabooter itself, it will be handled internally and assessed on the basis of the agreement(s) concluded between the parties and these General Terms and Conditions, including the Dutch Forwarding Conditions.

4.2 Cabooter's liability is limited in accordance with the aforementioned General Terms and Conditions. Cabooter will inform the Client of the applicable restrictions.

4.3 Cabooter will endeavour to respond substantively to the report within a reasonable period of time. The absence of a response does not count as an admission of liability.

Article 5 – General provisions

5.1 The processing of a report by Cabooter does not imply any acknowledgement of liability, nor of the amount claimed.

5.2 Insofar as Cabooter performs work in the context of this procedure, this is only an obligation to perform to the best of its ability. Any liability of Cabooter in the event of an attributable failure in that obligation to perform to the best of its ability is governed by Article 11 of the Dutch Forwarding Conditions.