

## **GENERAL TERMS AND CONDITIONS WELINK-LOGISTICS B.V.**

1. These general terms and conditions (hereinafter: “General Terms and Conditions”), which are also published on the website [www.WeLink-Logistics.com](http://www.WeLink-Logistics.com), apply to all assignments and services to be performed or already performed by WeLink Logistics B.V. (hereinafter: 'WeLink'; registered with the Dutch Chamber of Commerce under number 73674648) (including supplementary assignments, follow-up assignments, offers and quotations). By placing an order with WeLink, the Client unconditionally agrees to the application of these General Terms and Conditions. The applicability of any general terms and conditions used by the Client is explicitly rejected.
2. In addition to these General Terms and Conditions, the general terms and conditions of the Federation of Dutch Freight Forwarding Organizations (hereinafter: 'FENEX Conditions'), attached hereto, shall also apply to all assignments and services performed or to be performed by WeLink (including supplementary and follow-up assignments). In the event of a conflict, the FENEX Conditions shall prevail for forwarding, warehousing, and related logistics services; these General Terms and Conditions apply in addition.
3. WeLink is a private limited liability company with the objective of preparing customs documents. In addition, transport assignments (including container transport) are carried out on behalf of third parties. All assignments are accepted and carried out exclusively by WeLink, even if the explicit or implicit intention is that an assignment will be carried out by a specific person at WeLink. The Client shall have recourse only against WeLink. The provisions of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded. WeLink shall be free to have assignments carried out under its responsibility by partners and staff members designated by WeLink.
4. If the performance of an assignment by WeLink and/or its partners or employees results in liability (regardless of the legal basis), (i) the Client shall only be entitled to hold WeLink liable, and (ii) such liability shall always be limited to the lesser of (a) the WeLink invoice value of the part of the agreement from which the liability arises, or (b) the liability as provided in the FENEX Conditions. The limitations contained in this article shall apply per event or series of related events.
5. WeLink shall never be liable for indirect damages, including but not limited to consequential damages (to persons or property), business interruption, lost profits or revenues, lost savings and/or damages due to business stagnation. WeLink shall also not be liable for damages of any kind resulting from the acts or omissions of third parties engaged by or on behalf of WeLink and/or materials used by such third parties.

6. The Client shall indemnify WeLink and all persons affiliated with WeLink against the consequences of third-party claims arising from or related to the execution of an assignment.
7. Pursuant to the Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wwft), WeLink is obliged to report unusual transactions. Such reporting and the intention to report may not be disclosed to the Client. Both criminal and civil immunity apply to such reports. Within the scope of the Wwft, Clients must be identified before services can commence. If the Client fails to (timely) provide the information or documentation required under the Wwft, WeLink is entitled to suspend its work or terminate the agreement, without any obligation to pay compensation.
8. Assignments granted shall be invoiced on the basis of the applicable fixed or quoted rates. Additional work will be charged separately on the basis of applicable rates, unless otherwise agreed in writing. WeLink shall be entitled to request full advance payment of the invoice amount. Payment must be made within the payment term stated on the invoice. If this term is exceeded, the Client shall be in default by operation of law and WeLink shall be entitled to charge statutory commercial interest (in accordance with Article 6:119a Dutch Civil Code) and extrajudicial collection costs, without prejudice to WeLink's right to full compensation of damages.
9. If any provision of these General Terms and Conditions is null and void or annulled, the remaining provisions shall remain in full force and effect. WeLink shall have the right to amend and/or supplement these General Terms and Conditions.
10. The legal relationship between WeLink and its Client shall be governed by Dutch law. The District Court of Noord-Holland shall have exclusive jurisdiction to hear disputes between WeLink and a Client.
11. Without prejudice to the provisions of Article 4), these General Terms and Conditions are stipulated not only for the benefit of WeLink, but also for the benefit of all (former, current, or future): (i) partners, (ii) their directors and (direct or indirect) shareholders, (iii) directors of WeLink, (iv) all persons working for WeLink, and (v) all persons engaged in the performance of any assignment by WeLink, as well as all heirs of the aforementioned (together the "Beneficiaries"). Insofar as necessary, the provisions of Article 3), Article 4) and this Article 11) shall be deemed a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code in favor of the Beneficiaries.
12. Placing an assignment with WeLink implies that the Client agrees to these General Terms and Conditions and the prices in force at that time as stated in the quotation.

13.1 WeLink shall not be obliged to fulfill any obligation if it is prevented from doing so as a result of force majeure. Force majeure shall include, inter alia: natural disasters, fire, flooding, epidemics/pandemics, war, terrorism, riots, government measures (including sanctions/embargoes), labor disputes/strikes, staff shortages, energy and network failures, cyber incidents, blockades, congestion or limited availability at terminals/ports, extreme weather conditions, and defects or shortcomings of engaged third parties/carriers.

13.2 During force majeure, WeLink's obligations shall be suspended. If the period of force majeure lasts longer than 30 days, both parties shall be entitled to terminate the agreement in whole or in part without being liable for damages.

13.3 Costs directly resulting from or related to the force majeure situation (such as extra storage, detours, alternative routes, waiting times, and surcharges) shall be borne by the Client, unless otherwise agreed in writing.

14. The Dutch text of these General Terms and Conditions shall prevail over any translation thereof.