

## GENERAL TERMS AND CONDITIONS FOR SHIPPERS

These general freight forwarding Terms and Conditions (the **Conditions**) are applicable to all offers and agreements between CtrlChain and the Shipper and are available at the website of CtrlChain: [www.ctrlchain.com](http://www.ctrlchain.com)

### 1. DEFINITIONS

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

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

Agreement: the agreement entered into by CtrlChain and Shipper, including any schedules thereto, in respect of the Services to be performed by CtrlChain, of which these Conditions are integral part

Article: means an article of these Conditions

Carrier: a legal person active as a carrier, registered with the System and certified to transport cargo for the Shipper by road transportation based upon the Agreement and/or Transport Order; the term "Carrier" shall refer to any type of carrier, including but not limited to Full Truck Load (FTL) carriers and Full Container Load (FCL) carriers

CtrlChain: CtrlChain B.V., a private limited liability company incorporated under the laws of the Netherlands, whose statutory seat is in Eindhoven, the Netherlands and registered in the trade register of the Dutch Chamber of Commerce under number 72617217, who offers Freight Forwarding Services and who uses these Conditions. CtrlChain will act as (and will be deemed) a forwarder as described in article 8:60 of the DCC and CtrlChain shall not offer transport services

CMR: convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva 1956), as supplemented by the 1978 Protocol

Conditions: these CtrlChain general terms and conditions for freight forwarding

DCC: the Dutch Civil Code

Delivery: the delivery by the Carrier of the Goods at the Recipient

Drop-off Location: the location of Delivery

FCL: Full Container Load

Freight Forwarding Services: the services provided by CtrlChain to the Shipper by engaging the Carrier to have the Goods transported to the Drop-off Location of the Goods as indicated in the Transport Order

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

Good/Goods: the goods to be made available or made available to CtrlChain, its agent or Third-Parties by or on behalf of the Shipper, for the purpose of executing the Agreement

Managed Transportation Carrier: a Carrier within the Shipper's designated roster of preferred carriers. The selection of the Managed Transportation Carrier is exclusively at the discretion of the Shipper. CtrlChain has no contractual relationship with the Shipper's designated Carriers, except in cases where the Shipper's designated Carrier is also a carrier listed in CtrlChain's System. In such cases, CtrlChain's existing contractual relationship with the Carrier remains independent and unaffected

Pallets: palletised goods

Parcels: packages, documents and envelopes

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

Shipper: every legal person registered with the System that provides CtrlChain with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment

System: the System of CtrlChain through which CtrlChain offers its Services

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

Transport Order: The System allows the Shipper to issue requests for the transportation of goods by a Carrier, also known as a transport order.

Website: [www.CtrlChain.com](http://www.CtrlChain.com) and all other websites managed by CtrlChain

## **2. APPLICABILITY**

- 2.1 These Conditions are applicable to all offers, agreements, legal acts and actual acts relating to the Services including but not limited to the use of the System and the Mobile Application, insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between CtrlChain and the Shipper during and after the expiration of the Agreement and/or the use of the System and the Mobile Application.
- 2.2 No other general terms and conditions apply, unless CtrlChain explicitly agreed to the applicability of such other terms and conditions in writing. The applicability of the terms and conditions of the Shipper are herewith explicitly rejected, even if the Shipper has referred to such terms and conditions before.
- 2.3 CtrlChain reserves the right to unilaterally amend the Conditions from time to time. Any such amended Conditions shall apply from the moment CtrlChain has published the amended Conditions on the Website. The Shipper shall consult the Website on a regular basis to verify if the Conditions have been amended and the Shipper understands and agrees that the continued use of the System and Mobile Application after such amendment or modification constitutes Shipper's acceptance of the modified Conditions.
- 2.4 Insofar as any provision in these Conditions is void or otherwise unenforceable, this does not affect the validity of the other provisions in these Conditions. Furthermore, a legally permissible provision that most closely reflects the intent of the void or unenforceable provision shall be deemed applicable.
- 2.5 These Conditions shall be an integral part of any Agreement. If a provision of these Conditions is incompatible with the provisions included in the specific Agreement(s) or Transport Order between CtrlChain and the Shipper, the provisions in the relevant specific Agreement or Transport Order will prevail. Possible arrangements deviating from these Conditions will not be enforceable, unless CtrlChain has agreed to such deviations in writing.

## **3. FORWARDING SERVICES AND THIRD-PARTIES**

- 3.1 The Shipper instructs CtrlChain to engage Third-Party carriers for the transportation of its Goods to the destination of the recipient of the Goods as indicated in the Transport Order.
- 3.2 The Shipper grants CtrlChain full authority to engage the services of Third-Parties for the transportation of the Goods, and to apply or accept the (general) terms and conditions applicable to the relationship with those Third-Parties at the Shipper's expense and risk, unless otherwise agreed with the Shipper in

writing. Upon the Shipper's request, CtrlChain is obliged to provide (a copy of) the (general) terms and conditions under which it has contracted with those Third-Parties. The Shipper acknowledges that the transportation of the Goods may be subject to the CMR and the (general) terms and conditions applicable to the relationship between CtrlChain and the Third-Party carrier engaged for the transportation of the Goods.

- 3.3 CtrlChain shall engage the Third-Party carrier engaged for the transportation of the Goods on behalf of and under the sole responsibility of the Shipper. The Shipper agrees and acknowledges that CtrlChain shall in no event be responsible or liable for the transportation services to be carried out by the Third-Party carrier, neither for the correct, accurate and timely performance thereof.
- 3.4 Unless agreed otherwise in writing between CtrlChain and the Shipper, the Shipper acknowledges that CtrlChain shall not engage a Third-Party carrier for transportation of the Goods on behalf of the Shipper if the Goods contain litter or the Goods qualify as hazardous materials based upon the ADR.
- 3.5 In performing the Services, CtrlChain shall act (and shall be deemed) as a forwarder as described in article 8:60 of the DCC. The Shipper acknowledges and agrees that the use of the Services (whether or not through the System) constitutes a freight forwarding agreement between the Shipper and CtrlChain as referred to in article 8:60 of the DCC.

#### **4. SYSTEM AND MOBILE APPLICATION**

- 4.1 In order to use the Services, the Shipper must create an account on the System. Once the registration process has been completed, the Shipper will be granted access to the System to use the Services. The Shipper shall use the same login credentials in the Mobile Application to track the carriage.
- 4.2 The Shipper agrees to provide CtrlChain with accurate and complete information for the registration and agrees to communicate all facts and circumstances that may be important for the proper performance of the Services and provide CtrlChain with all required data and information with regard to these facts and circumstances. This information is safeguarded in compliance with the GDPR and is subject to all the necessary protective measures, as outlined in CtrlChain Privacy Policy. The Privacy policy is an integral part of these Terms and Conditions.
- 4.3 CtrlChain reserves the right, to its sole discretion, at any time, to limit, suspend and/or block the Shipper's access to the System, including but not limited in the event the information provided by the Shipper is not accurate or complete.
- 4.4 The Shipper shall use the System (and Mobile Application) in accordance with CtrlChain's instructions, these Conditions and the applicable regulations, and agrees that it takes full responsibility and liability for all activity occurring during the use of its account, whether it is authorized or not. The Shipper must inform CtrlChain without delay about any unauthorized use of its account.

- 4.5 The System shall comply with all applicable data protection laws and regulations, including but not limited to the GDPR, in relation to the processing of personal data. The System shall maintain the confidentiality of all personal data accessed or processed and shall not disclose such data to Third-Parties without the explicit consent of the data subjects, unless required by law or as necessary to provide the Services as outlined in our Privacy Policy.

## **5. TRANSPORT ORDERS**

- 5.1 All individual Transport Orders shall be made by the Shipper through the System. Each Transport Order shall include all relevant information for the Third-Party carrier engaged for the transportation of the Goods, including a description of the nature of the Goods, the weight, volume and dimensions of the Goods, the destination and any other relevant information. Failure to provide complete information may result in additional costs for any subsequent requirements not initially noted. A Transport Order shall only come into effect at the time CtrlChain sends an electronic order confirmation to the Shipper via the System confirming the Transport Order.
- 5.2 All offers made by CtrlChain are non-binding and individual Transport Orders, as well as amendments of and additions to such Transport Orders, shall only become effective if and insofar as CtrlChain has confirmed these to the Shipper through the System or by e-mail. CtrlChain shall send such order confirmation as soon as the Transport Order has been matched (whether or not on the System) with a Third-Party carrier engaged for the transportation of the Goods. A Transport Order shall also come into effect by means of implementation by CtrlChain of an offer or the execution of a Transport Order submitted by the Shipper to CtrlChain. As soon as a Transport Order has been confirmed through the System or by e-mail, CtrlChain shall engage the Third-Party carrier for the transportation of the Goods.
- 5.3 The Shipper indemnifies CtrlChain and the Third-Party carriers from any violation of the provisions in this article.

## **6. BOOKING & SERVICE CONDITIONS**

- 6.1 All bookings must be submitted no later than two (2) working days prior to the scheduled loading date and must be received by 15:00 hours on the day of submission.
- 6.2 Should the interval between the booking request and the scheduled pick-up date be less than two (2) working days, CtrlChain reserves the right to either offer a different rate than agreed or refuse the booking in cases where capacity constraints are present, such as during public holidays.
- 6.3 Pick-up and delivery services shall be conducted between 08:00 and 18:00 hours on working days only.
- 6.4 Automated time-slot booking via e-mail is included in the service rate. Each time slot reserved shall have a minimum duration of one (1) hour.

- 6.5 The scheduled pick-up and delivery date and time slot must adhere to the agreed lead-time. Non-compliance with the agreed lead-time may result in adjustments to the scheduled date/time or the imposition of additional charges.
- 6.6 The following services are excluded from the standard offering unless expressly requested and agreed upon: customs clearance, ADR (Accord Dangereux Routier) of any category, tail lift services, pallet exchange, temperature-controlled transport, special security measures (e.g., TAPA), weekend pick-up or delivery, second driver, and weekend, evening, or night-time delivery services.
- 6.7 The maximum capacity for transportation is:
- For standard cargo, the maximum capacity is 33 European Pallets (EP) or 13.6 LDM.
  - For payloads in a tautliner vehicle, the maximum payload is 24,000 kg.
  - For payloads in a reefer vehicle, the maximum payload is 21,000 kg.

## **7. REMUNERATION**

- 7.1 All prices quoted shall be based on the prices that apply at the time of the confirmation of the Transport Order through the System or by e-mail. If between the time of the offer and the time of execution of the confirmation of the Transport Order through the System or by e-mail, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, CtrlChain is entitled to pass on this increase to the Shipper. CtrlChain must be able to prove the changes.
- 7.2 If CtrlChain charges all-in or fixed rates, these rates shall be deemed to include all costs that, in the normal process of handling the Transport Order, are for the account of CtrlChain.
- 7.3 All rates will include fuel costs. The baseline for fuel is the average of the month where the price is offered. If the average price fluctuates exceeding plus or minus 10%, the rate will be adjusted by 3% up or down as from the following month. Source: European Commission Oil Bulletin
- 7.4 CtrlChain shall conduct rate reviews at six (6) month intervals. In the event that any adjustments to the rates are deemed necessary, CtrlChain shall provide written notice of such adjustments to the relevant parties at least one (1) month in advance of the effective date of the adjustment. Notwithstanding the foregoing, any significant changes in costs due to, but not limited to, factors such as capacity constraints or governmental-imposed costs, may result in immediate rate adjustments at CtrlChain's discretion, without prior notice.
- 7.5 Unless provided otherwise, all-in or fixed rates shall not include at any time: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.



- 7.6 In the event of circumstances that are of such a nature that when concluding the Agreement or the relevant Transport Order, it was not deemed necessary to take into account the risk that they could occur, which cannot be attributed to CtrlChain and that significantly increase the costs of the Services being performed, CtrlChain is entitled to an additional payment. Where possible, CtrlChain shall consult in advance with the Shipper. In such case, the additional payment shall consist of the additional costs that CtrlChain has had to incur in order to perform the Services, plus an additional payment – deemed fair and equitable – for the services to be performed by CtrlChain.
- 7.7 Expenses of an exceptional nature and higher wages arising whenever Third-Parties, by virtue of any provision in the relevant agreements between CtrlChain and Third-Parties, load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays in the country where the Service is being carried out, shall not be included in the agreed prices, unless specifically stated. Any such costs shall therefore be remunerated by the Shipper to CtrlChain.
- 7.8 Other than in cases of intent or deliberate recklessness on the part of CtrlChain, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as waiting times, etc. shall be borne by the Shipper, even when CtrlChain has accepted the Transport Order from which the additional costs arise without protestation. CtrlChain must make every reasonable effort to avoid these costs.

## **8. INSURANCE**

- 8.1 Insurance of any kind shall only be arranged at the Shipper's expense and risk following acceptance by CtrlChain of the Shipper's explicit written order, in which the Shipper clearly specifies the goods to be insured and the value to be insured. A mere statement of the value or the interest is not enough.
- 8.2 The Shipper is responsible for ensuring that adequate insurance coverage is in place for the Goods during transit. This insurance should cover the full value of the goods against risks of loss or damage from the point of origin to the final destination.
- 8.3 CtrlChain will take out the insurance (or arrange for this to be taken out) through an insurer / insurance broker / insurance intermediary. CtrlChain is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.
- 8.4 When the Third-Party carrier uses equipment, such as derricks, cranes, fork-lift trucks and other machines to perform the transportation of the Goods that do not form part of its usual equipment, CtrlChain shall be entitled to take out insurance at the Shipper's expense to cover the risks arising from the use of such equipment. Where possible, CtrlChain shall consult in advance with the Shipper about the use of such equipment. If no timely prior consultation is possible, CtrlChain will take the measures that seem to it to be in the best interests of the Shipper and shall inform the Shipper of that.

- 8.5 All Third-Party carriers are obliged to be properly insured to execute the shipments.

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

- 9.1 The mere statement by the Shipper or CtrlChain of a time for delivery shall not legally bind CtrlChain. Arrival times are not strict deadlines and are not guaranteed by CtrlChain.
- 9.2 If the Shipper has not given any specific instructions about this with its Transport Order, the method of delivery and route shall be at CtrlChain's discretion and CtrlChain may at all times accept the documents customarily used by the Third-Parties it contracts for the purpose of carrying out its orders.
- 9.3 The Shipper must communicate any access constraints at the delivery location (e.g. residential address, restricted zones, tail-lift needed) at the time of booking.

## **10. MULTI-STOP SERVICE**

- 10.1 Route calculation: kilometre calculations will be based on the total route for multi-stop services.
- 10.2 Additional costs per stop will be billed separately. The following charges apply: for courier service: 27,50 EUR (15 minutes of loading and unloading time are free of charge). For full truck load (FTL): 70,- EUR (one (1) hour of loading and unloading time is free of charge).

## **11. COMMENCEMENT OF THE SERVICES**

- 11.1 The Shipper is obliged to deliver the Goods to the Third-Party in suitable packaging to the agreed location, at the agreed time and in the manner agreed.
- 11.2 In respect of the Goods, as well as in respect of the handling thereof, the Shipper is obliged to supply CtrlChain and the Third-Party carrier transporting the Goods timely with any details and documents that it knows or is ought to know, are of importance to CtrlChain or the Third-Party carrier engaged for the transportation of the Goods. If the Goods and/or activities are subject to governmental provisions, including customs and excise regulations and tax rules, the Shipper must provide all information and documents, timely, that are required by CtrlChain or the Third-Party carrier engaged for the transportation of the Goods in order to comply with those provisions.
- 11.3 The Shipper guarantees that the information and documents that it provides are correct and complete and that all instructions and Goods that are made available comply with applicable legislation and regulations. CtrlChain shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.



## **12. GOODS HANDLING**

- 12.1 All operations such as inspecting, sampling, taring, tallying, weighing, measuring, etc. and receiving goods subject to appraisal by a court-appointed expert, shall take place only on the Shipper's specific instructions and upon remuneration of the costs thereof.
- 12.2 Notwithstanding the provisions in Article 12.1, CtrlChain shall be entitled, but not obliged, on its own authority and at the Shipper's expense and risk, to take all such actions as it deems necessary in the Shipper's interest. Where possible, CtrlChain shall consult in advance with the Shipper. If this is not possible, CtrlChain shall take the measures that seem to it to be in the best interests of the Shipper and shall inform the Shipper of the measures taken and the associated costs, as soon as this is reasonably possible.
- 12.3 Drivers shall not be responsible for loading or unloading shipments.
- 12.4 CtrlChain is not an expert with respect to the Goods. CtrlChain shall therefore in no way be liable for any damage that arises from or that is related to any notification by CtrlChain with regard to the state, nature or quality of the Goods; nor shall CtrlChain be under any obligation to ensure that the shipped Goods correspond with the samples.

## **13. LIABILITY**

- 13.1 All Services shall be at the Shipper's expense and risk.
- 13.2 CtrlChain offers Freight Forwarding Services. CtrlChain will act as (and will be deemed) a forwarder as described in article 8:60 of the DCC and CtrlChain shall not offer transport services and also does not intend to offer such services.
- 13.3 Without prejudice to the provisions in Article 20, CtrlChain shall not be liable for any loss or damage whatsoever, unless the Shipper can prove that the damage has been caused by fault or gross negligence on the part of CtrlChain.
- 13.4 CtrlChain acts solely as an intermediary and does not take possession of the goods. CtrlChain shall never be liable for damages, losses, costs incurred or to be incurred towards the Shipper or Carrier with respect to the delay in the Delivery.
- 13.5 CtrlChain's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, CtrlChain's liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.
- 13.6 The damage to be reimbursed by CtrlChain shall never exceed the invoice value of the Goods, to be evidenced by the Shipper, in default whereof the market value, to be evidenced by the Shipper, at the time when the damage occurred, shall apply and any liability of CtrlChain shall be limited to (the lower of) the

amount which is paid out under CtrlChain's liability insurance in the matter concerned.

- 13.7 CtrlChain does not warrant that the Website and/or the System are or will be completely error-free, bug-free or interrupted. CtrlChain is not liable for any stoppages, slowdowns, interruption of the Website, the System and/or the Mobile Application, or damage or loss resulting from the temporary unavailability of the Website or System, regardless of the basis for liability.
- 13.8 The use of the System and the Mobile Application is provided to the Shipper on the basis of *as available* and *as-is*. The Shipper acknowledges that the use of the System and the Mobile Application is at the risk of the Shipper.
- 13.9 CtrlChain shall not be liable for damage caused through improper or incorrect use of a User's account by the User himself, or due to misuse or loss of ID features or data stored by a User.
- 13.10 CtrlChain shall never be liable for loss of profit, consequential loss and immaterial damage, however that occurred.
- 13.11 CtrlChain shall not accept any form of liability whatsoever for disputes between the Carrier and the Shipper.
- 13.12 In the event of a claim necessitating the transfer of money from the Carrier to the Shipper, the Carrier may execute such transfer via CtrlChain. CtrlChain shall issue an invoice to the Carrier on behalf of the Shipper. The Carrier agrees to remit payment directly to CtrlChain, who will subsequently transfer the appropriate funds to the Shipper. CtrlChain acts solely as a payment facilitator and does not assume liability the delay in the payment process.
- 13.13 If during the execution of the Agreement damage occurs for which CtrlChain is not liable, taking into account the provisions in Article 24, CtrlChain shall make efforts to recover the Shipper's damage from the party that is liable for the damage. CtrlChain shall be entitled to charge to the Shipper the costs incidental thereto. If so requested, CtrlChain shall waive in the Shipper's favour its claims against Third-Parties whose services it engaged for the purpose of executing the Agreement.
- 13.14 The Shipper shall be liable vis-a-vis CtrlChain for any damage – including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights – suffered directly or indirectly by CtrlChain as a result of (amongst other things) the non-compliance by the Shipper of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident that is within the control of the Shipper, as well as a result of the fault or negligence in general of the Shipper and/or its employees and/or Third-Parties whose services the Shipper engages and/or Third-Parties that work on behalf of the Shipper.

- 13.15 The Shipper shall indemnify CtrlChain at all times against Third-Party claims, including employees of both CtrlChain and the Shipper, connected with or ensuing from the damage referred to in Article 13.14.
- 13.16 Even where all-in or fixed rates, as the case may be, have been agreed, CtrlChain that is not a carrier but always qualifies as a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the DCC, shall be liable, whereby the liability is governed by these Conditions.
- 13.17 If a claim is made against CtrlChain by the Shipper outside of the Agreement in respect of the damage that occurs during the execution of the Services, then CtrlChain's liability shall be limited to the limitations included in these Conditions.
- 13.18 If to defend its liability for conduct of a Third-Party or employee CtrlChain derives a defence from the Agreement vis-a-vis the Shipper, then if it is held liable by the Shipper under this defence, a Third-Party or employee can invoke this defence as if the Third-Party or employee were also party to the Agreement.
- 13.19 In the event CtrlChain is held liable outside of the Agreement with regard to damage to or loss of a Good or delay in delivery by someone who is not party to the Agreement or a transport agreement entered into by or on behalf of CtrlChain, then CtrlChain has no further liability than it would have under the Agreement.

#### **14. FORCE MAJEURE AND EXTRAORDINARY CIRCUMSTANCES**

- 14.1 CtrlChain shall not be liable for the performance of any of its obligations under the Agreement(s) in case it has not been able to properly or punctually perform its obligations due to a matter of force majeure. In the event of a force majeure, CtrlChain is entitled, at its sole discretion, to alter the delivery date, term and/or method, to cancel or suspend any Transport Orders or to terminate the Agreement(s) without judicial intervention and without any requirement for the payment of compensation towards the Shipper or any other party.
- 14.2 Matters of force majeure which shall in no circumstances be at the risk of CtrlChain include, but are not limited to, the following: (i) the behaviour of persons appointed by CtrlChain to fulfil their obligations towards the Shipper, (ii) government legislation or orders prohibiting or limiting the use of the Services, (iii) suspension or closure of CtrlChain's business, (iv) import or export restrictions or prohibitions, (v) natural disasters or nuclear incidents, (vi) epidemics and pandemics, including COVID-19 and any mutations thereof, (vii) war or the threat of war, (viii) malfunctioning of the System (or/and Mobile Application) due to circumstances beyond the reasonable control of CtrlChain and/or (vii) any other circumstances beyond the reasonable control of CtrlChain.
- 14.3 All additional costs caused by the force majeure or extraordinary circumstance, such as transport and storage charges, warehouse or yard rental, standing fees, insurance, removal, etc., shall be borne by the Shipper and shall be paid to CtrlChain at the latter's first request.

## 15. CANCELLATION AND WAITING COSTS POLICY

### 15.1 Cancellation Fee Policy

For cancellations made more than 48 hours (**>48 hours**) before the scheduled shipment, a cancellation fee of twenty-five euros (**€25**) will be charged.

For cancellations made more than 24 hours but less than 48 hours (**>24 hours**) before the scheduled shipment, a cancellation fee of seventy-five percent (**75%**) of the shipment cost will be charged.

For cancellations made less than 24 hours (**<24 hours**) before the scheduled shipment, a cancellation fee of one hundred percent (**100%**) of the shipment cost will be charged.

If the shipment is postponed, either the applicable waiting time charges or the cancellation fee will apply.

### 15.2 Waiting Costs

For **Courier** services: A delay in loading and/or unloading will incur a charge of seventy-five euros (**€ 75**) per hour, after the first fifteen (15) minutes which are free of charge. Charges are applied in half-hour increment.

For **FTL** transport services: A delay in loading and/or unloading will incur a charge of seventy-five euros (**€ 75**) per hour, after the first two (2) hours which are free of charge. Charges are applied in half-hour increment.

For **Pallets** services: Standard free waiting time is 15 minutes for 1–2 pallets, 30 minutes for 3–19 pallets, and 1 hour for 20+ pallets. Additional waiting time will be billed at forty euros (**€ 40**) per 30 minutes (rounded up).

15.3 The Shipper shall be responsible for any costs incurred as a result of the cancellation.

15.4 The delay is calculated from the agreed loading time and the agreed unloading time. If no fixed time has been agreed for loading and unloading, the delay will be calculated upon the vehicle's arrival at the loading and unloading location.

15.5 Securing or unlocking the load is part of the loading and unloading time. An upper limit is not set. Any delays for border clearance are free of demurrage for up to 2 hours, after which demurrage will be charged at the rates specified above.

15.6 The Shipper reserves the right to cancel the carriage at **any time** upon written request in the event of any **fault attributable to the Carrier**. Any costs or liabilities arising from such cancellation shall be borne by the Carrier.

### 15.7 Address Change fee

An address change fee of twenty-five euros (€25) plus recalculation of the rate, applies. CtrlChain reserves the right to refuse the request if suitable options are not found.

## 16. REFUSAL OF CARRIERS

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

## **17. IMPERATIVE LAW**

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

## **18. PAYMENT CONDITIONS**

- 18.1 Payments must be made on the agreed date, in the currency specified by CtrlChain and to the bank or giro account specified on the invoice. Where no date for payment has been agreed and no date is specified on the invoice, then payment must be made within fourteen (14) calendar days as of the invoice date.
- 18.2 In the event the Shipper fails to timely meet the payment of any amount due, CtrlChain shall be entitled, without the need for prior written notice, to impose a late payment fee of € 100. Additionally, an interest rate shall be charged on the outstanding amounts, calculated in accordance with the statutory commercial rate as specified in article 6:119a of the Dutch Civil Code. The interest will commence from the date the payment becomes due and payable.
- 18.3 In the event the Shipper fails to timely meet the payment of any amount due, CtrlChain shall be entitled to suspend any (further) deliveries or amounts due to the Shipper.
- 18.4 Fifteen (15) days after the invoice due date, CtrlChain reserves the right to suspend the Shipper's access to the System. Thirty (30) days after the invoice due date, CtrlChain reserves the right to engage a collection agency and to charge the Shipper any collection costs (in addition to the initial invoice amount plus the statutory interest).
- 18.5 All costs to be made by CtrlChain pursuant to a shortcoming by the Shipper in meeting its payment and/or other obligations towards CtrlChain shall be reimbursed by the Shipper. These costs shall include both judicial and extrajudicial costs, including but not limited to the costs of legal and other advisors.
- 18.6 Payments to CtrlChain shall be deemed to have been made firstly in order to settle any costs incurred by CtrlChain, secondly to settle any interest incurred, and subsequently to pay any payable invoices in the sequence determined by CtrlChain, even where the Shipper indicates that its payment is intended to pay other invoices and/or liabilities.
- 18.7 Any objections in relation to CtrlChain's invoices must be submitted before the due payment date of the invoice, in default of which the invoice shall be deemed to be accurate and accepted by the Shipper.
- 18.8 CtrlChain reserves the right to set-off (*verrekenen*: Articles 6:127 – 6:136 DCC) any outstanding amounts due towards the Shipper with any of the (potential) amounts due by the Shipper towards CtrlChain. CtrlChain shall communicate its intention to set-off to the Shipper. If the Shipper remains silent and does not



dispute the set-off within a reasonable period of fifteen (15) days, such silence shall be interpreted as acceptance. CtrlChain also reserves this right in the event that the claim, on which the debt of Shipper to CtrlChain is based, is not due and payable, is conditional or is denominated in a currency other than the currency of the claim against which it is being set off. Claims in different currencies are set off against each other using the exchange rate of the day of the set-off. In case of a set-off pursuant to this article, CtrlChain shall notify the Shipper in advance, or if this is not possible, as soon as possible thereafter.

- 18.9 The risk of exchange rate fluctuations shall be borne by the Shipper.
- 18.10 The amounts referred to in Article 15.1 shall also be due if damage has occurred during the execution of the Agreement.
- 18.11 If, in contravention of Article 15.1, CtrlChain allows deferred payment, CtrlChain shall be entitled to make a credit limit charge.
- 18.12 In the event of termination or dissolution of the Agreement, all claims of CtrlChain – including future claims – shall be due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if (i) the bankruptcy of the Shipper is announced, (ii) the Shipper applies for suspension of payment or otherwise loses the unrestricted disposition over a significant part of its assets, (iii) the Shipper offers a settlement to its creditors, (iv) the Shipper is in default of fulfilling any financial obligation owed to CtrlChain, (v) the Shipper ceases to trade or, (vi) where the Shipper is a legal entity or corporate body – if the legal entity or the corporate body is dissolved.
- 18.13 Upon first demand by CtrlChain, the Shipper must provide security for the amount owed or that shall be owed by the Shipper to CtrlChain. This obligation remains if the Shipper also has to provide or has provided security in relation to the amount owed.
- 18.14 CtrlChain shall not be obliged, from its own means, to provide security for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand from CtrlChain to provide security shall be borne by the Shipper. If CtrlChain has provided security from of its own means, it may demand that the Shipper immediately pays the amount for which security has been provided. Where possible, CtrlChain shall consult in advance with the Shipper. If no timely prior consultation is possible, CtrlChain will take the measures that seem to it to be in the best interests of the Shipper and shall inform the Shipper of that.
- 18.15 The Shipper shall at all times be obliged to indemnify CtrlChain for any amounts to be levied or additionally demanded by any authority in connection with the Agreement, as well as any related fines imposed upon CtrlChain. The Shipper shall also reimburse the said amounts to CtrlChain if a Third-Party brought in by CtrlChain demands payment for the said amounts within the framework of the Agreement.



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

## **19. APPLICABLE LAW & ARBITRATION**

- 19.1 Every Agreement between CtrlChain and its counterparty (Shipper or Carrier) and Transport Orders to which these Conditions apply are exclusively governed by Dutch law.
- 19.2 All disputes arising out of or connected with the Agreement, a Transport Order or compliance therewith or other legal relationships between the Shipper and CtrlChain, as well as all disputes relating to these Conditions shall be brought before the competent court of the district Oost-Brabant, the Netherlands.
- 19.3 All disputes that may arise between CtrlChain and its counterparty (Shipper or Carrier) will be decided by three arbitrators in accordance with the FENEX Arbitration Rules to the exclusion of the ordinary court in the highest jurisdiction. The FENEX arbitration rules and the current rates of the arbitration procedure can be read and downloaded from the FENEX website. A dispute is present when one of the parties declares that this is the case.
- 19.4 Without prejudice to the provisions of paragraph 2, CtrlChain is free to submit claims of sums of money due and payable, in which regard the indebtedness has not been disputed in writing by the other party within four weeks of the invoice date, to the competent Dutch court in the place of residence of CtrlChain. CtrlChain is also free to submit claims of an urgent nature in interlocutory proceedings to the competent Dutch court in the place of residence of CtrlChain.
- 19.5 The arbitration shall be decided by three arbitrators, unless neither party has submitted a request to appoint arbitrators and the parties jointly notify the FENEX Secretariat in writing that they wish to have settled the arbitration by the arbitrator appointed jointly by them, with the written declaration of the arbitrator jointly appointed by them stating his/her acceptance of the appointment and the operation and validity of the FENEX arbitration rules.
- 19.6 One of the arbitrators shall be appointed by the President or Vice-Chairman of FENEX; the second is appointed by the Dean of the Bar Association of the district in which CtrlChain is established; the third shall be appointed by both arbitrators so appointed by mutual agreement.

- 19.7 The Chairman of FENEX shall appoint a person of expertise in forwarding and logistics; the Dean of the Bar Association will be requested to appoint a lawyer who is an expert in forwarding and logistics; the third arbitrator shall preferably be a person who is an expert in the branch of trade or business in which the other party of the Freight Forwarder works.
- 19.8 Where applicable, arbitrators shall apply the provisions of international transport conventions, including, inter alia, the Convention on the Contract for the International Carriage of Goods by Road (CMR).

## **20. SECURITIES**

- 20.1 CtrlChain has the right to refuse the delivery of Goods, documents and/or monies, that CtrlChain (indirectly) has or will obtain, for whatever reason and with whatever destination, in respect of another party.
- 20.2 CtrlChain has a right of retention in respect of all Goods, documents and monies that CtrlChain (indirectly) holds or will hold for whatever reason and with whatever destination, for all claims CtrlChain has or might have in future on the Shipper and/or the owner of the Goods, including in respect of all claims which do not relate to those Goods.
- 20.3 CtrlChain has a right of lien in respect of all Goods, documents and monies that CtrlChain (indirectly) holds or will hold for whatever reason and with whatever destination, for all claims CtrlChain has or might have in future on the Shipper and/or the owner of the Goods.
- 20.4 CtrlChain shall regard anyone who, on behalf of the Shipper, entrusts Goods to CtrlChain for performing Services, as the Shipper's agent for creating a lien on those Goods.
- 20.5 If when settling the invoice, a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then at the discretion of CtrlChain, the Shipper or the party that demands delivery at the request of CtrlChain is obliged to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.
- 20.6 CtrlChain can also exercise the rights outlined in this Article 20 (right of lien, right of retention and right to refuse delivery) for what is still owed to it by the Shipper in relation to previous Transport Orders and for any amounts payable by way of delivery C.O.D. in respect of the Goods.
- 20.7 The sale of any security shall take place at the account of the Shipper in the manner prescribed by law or – if there is consensus thereon – privately.
- 20.8 At CtrlChain's first request, the Shipper shall furnish security for costs paid or to be paid by CtrlChain to Third-Parties or government authorities and other costs that CtrlChain incurs or anticipates incurring, on behalf of the Shipper, including freight costs, duties, taxes, levies and premiums.

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

## **21. TERMINATION OF THE AGREEMENT**

- 21.1 CtrlChain can terminate the Agreement with immediate effect in the event the Shipper: (i) discontinues its profession or business largely or in full, (ii) loses the power to dispose of its assets or a substantial part thereof, (iii) loses its legal personality, (iv) is dissolved or effectively liquidated, (v) is declared bankrupt, (vi) offers an agreement excluded from the bankruptcy proceedings, (vii) applies for moratorium on payment or (viii) loses the power to dispose of its goods or a substantial part thereof as a result of seizure.
- 21.2 If CtrlChain consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered in accordance with Article 13, the Shipper can dissolve the Agreement with immediate effect in full or in part after (i) it has notified CtrlChain by registered letter with reasons how CtrlChain has failed to comply, stipulating a period of time of at least thirty (30) days for fulfilment of the obligations; and (ii) on expiry of the respective term of thirty (30) days, CtrlChain has not yet fulfilled the obligations.
- 21.3 If the Shipper consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered, CtrlChain can dissolve the Agreement with immediate effect in full or in part after, (i) it has, by registered letter, stipulated a period of time of fourteen (14) days to the Shipper for fulfilment of the obligations and (ii) upon expiry of the respective term of fourteen (14) days, the Shipper has not yet fulfilled its obligations. If, by stipulating such a period, CtrlChain's interests in the undisturbed conduct of its business would be impaired disproportionately, CtrlChain may dissolve the Agreement without observing a time limit.
- 21.4 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.

## **22. INTELLECTUAL PROPERTY**

- 22.1 All intellectual property rights, such as trademarks and copyrights to the name CtrlChain, the Website, the System, the Mobile Application, and the software are and shall remain owned by and vested in CtrlChain or its affiliates. Any use of the above name, Website, the System, the Mobile Application, and software or their content, including the full or partial reproduction, publication, copying or storage of such content other than for own use by the Shipper is prohibited without CtrlChain's prior, specific and written consent.
- 22.2 All intellectual property rights to Services delivered to the Shipper are vested exclusively in CtrlChain, its affiliates, its licensors or its suppliers. The software

components owned by Third-Parties, including open source, shall be subject to licenses issued by that respective Third-Party.

- 22.3 The Shipper will acquire only the rights of use of the System and the Mobile Application expressly granted under these Conditions, the Agreement and the law. The right of use of the System and the Mobile Application to which the Shipper is entitled is not exclusive and cannot be transferred, pledged or sublicensed by the Shipper.
- 22.4 CtrlChain shall have the right to, at any time redesign, change the order, structure and specifications, features and every component and/or other aspect of the System, Website, the Mobile Application, or any other proprietary content used by CtrlChain.

## **23. SERVICE PROVIDERS**

- 23.1 For the purpose of enhancing operational efficiency, visibility, route planning, navigation, and overall service quality, CtrlChain cooperates with various trusted third-party data platforms and technology providers within the transportation and logistics sector. As part of these collaborations, CtrlChain may share relevant operational data with its partners to support the routing, delivery, and tracking of goods. Details on how CtrlChain manages and protects your data in this context, including your rights under GDPR, are outlined in our Privacy Policy (for more information, please visit our Privacy Policy on CtrlChain's website or click <https://CtrlChain.com/en/privacy-policy> ).

## **24. PROCEEDINGS AGAINST THIRD-PARTIES**

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

## **25. PRESCRIPTION AND LIMITATION**

- 25.1 Every claim of the Shipper under this Agreement shall be time-barred by the mere expiry of a period of nine (9) months (statute of limitations/verjaringstermijn).
- 25.2 Every claim vis-a-vis CtrlChain shall be time-barred by the mere expiry of a period of one (1) year (expiry period/vervaltermijn).
- 25.3 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 claim. Notwithstanding the foregoing provisions, the aforementioned period of time for claims with regard to damage, value depreciation or loss of the Goods, commence on the day following the day on which the Goods are delivered by CtrlChain or should have been delivered.

25.4 In the event that CtrlChain is held liable by Third Parties, including any public authority, for damages, the periods of time stated in paragraphs 1 and 2 commence as from the first of the following days:

- the day following the day on which the Third Parties have brought action against the Freight Forwarder;
- the day following the day on which CtrlChain has settled the claim brought against it.

If CtrlChain or the Third Party whose services it has engaged objects and/or appeals, the periods of time stated in paragraphs 1 and 2 commence on the day following the day on which a final ruling has been given on the objections and/or appeal.

25.5 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.

## **26. FCL TRANSPORT**

26.1 All the articles outlined above apply to FCL Services, where applicable, due to the specific nature of this service, with the following clarifications delineated below.

26.2 The Shipper agrees to provide accurate and complete information about the Goods to be transported, including but not limited to dimensions, weight, nature, and value.

26.3 The Shipper is responsible to ensure that the Goods are properly packaged and labelled in accordance with applicable regulations before loading. CtrlChain shall not be liable for any indirect, special, or consequential damages.

26.4 The Carrier assumes liability for any loss or damage to the Goods during transportation, except in cases of force majeure as defined by the CMR Convention. CtrlChain shall not be held liable for any damages caused by the Carrier's actions or omissions.

26.5 The shipper is responsible for properly packing, stowing, and sealing the container. This includes ensuring that the cargo is securely packed to prevent shifting during transit and that the container is sealed with a high-security seal that meets industry standards to maintain the integrity of the cargo. The shipper must ensure the seal number is documented on the shipping documentation.

26.6 The Shipper must take all necessary precautions to prevent any shifting, damage, or other issues during transport that could complicate the unloading process. If goods are poorly packed, improperly stowed, or inadequately secured, the Shipper may be held liable for any resulting damage, loss, or delays during unloading, in accordance with the CMR Convention and applicable EU regulations.



- 26.7 The Shipper must provide a Verified Gross Mass (VGM) of the packed container before it can be loaded onto a vessel, as required by the International Convention for the Safety Of Life At Sea (SOLAS). This requires accurate weighing and documentation. The Shipper is responsible for ensuring that the VGM is correctly calculated and communicated in accordance with the relevant regulations. Failure to provide an accurate VGM may result in delays, additional costs, or refusal of the container by the carrier.
- 26.8 In the event that a seal is found to be broken or tampered with upon delivery, the Carrier shall be held liable for any resulting loss or damage of the cargo, unless it is proven that the seal was compromised due to factors beyond the carrier's control. CtrlChain shall not be held responsible or liable.
- 26.9 Any disputes arising from the sealing, inspection, or transportation of sealed containers shall be resolved in accordance with the governing law and jurisdiction as specified in these terms and conditions. CtrlChain shall not be held responsible or liable.
- 26.10 The Shipper shall ensure that all containers and equipment used for the transport of goods are in good condition, properly maintained, and suitable for the safe and secure transportation of goods. The Shipper shall be responsible for conducting regular inspections of containers and equipment to verify their condition and suitability. Any containers or equipment found to be defective, damaged, or otherwise unsuitable shall be promptly repaired, replaced, or removed from service at the Shipper's expense. The Shipper shall bear full responsibility for any damage to the goods resulting from the use of containers or equipment that do not meet these standards.
- 26.11 During the unloading procedures the shipper is responsible for providing all necessary documentation including but not limited to bill of lading, packing list, commercial invoice, to ensure that the goods can be correctly identified and processed at the destination.
- 26.12 The Shipper must clearly communicate any special instructions related to the unloading of the container, especially if the goods require special handling or there are specific conditions that must be met.
- 26.13 The same cancellation fee and waiting costs policy (Art.15) applies. If additional charges arise regarding the transportation, including potential delays or costs imposed by external parties (e.g. Ferry, Customs), CtrlChain reserves the right to invoice them. Different cancellation and/or waiting costs might apply to intermodal shipments.

## **27. PALLETS AND PARCELS SERVICES**

- 27.1 CtrlChain's Pallets and Parcels Services shall refer to the services facilitated by CtrlChain where Shipper Goods are shipped on individual pallets or as parcels.



- 27.2 The Shipper acknowledges and agrees that shipments under the Pallets and Parcels Service may be combined with goods from other shippers, and that exact transit times may vary due to multi-stop routing or consolidation handling.
- 27.3 The shipper is responsible for ensuring that all pallets or parcels are properly packaged, secured for transport, labeled (e.g. barcode, weight, delivery address), include tracking references and handling instructions, are palletized, stackable (unless otherwise declared), suitable for forklift handling, and shrink-wrapped or banded to a skid. Liquids must be cushioned with absorbent material. The Shipper must also comply with any specific packaging, labelling, or documentation requirements set by the carrier or relevant authorities. Failure to meet these standards may result in delays, rejection, or loss of liability coverage. CtrlChain shall not be liable for damage or loss resulting from non-compliance.
- 27.4 In the event that the Pallets and/or Parcels deviate from the carrier's specified requirements regarding shape, size, dimensions, or weight, the carrier may impose surcharges. Any such charges will be passed on by CtrlChain to the Shipper, who shall be responsible for their payment.
- 27.5 CtrlChain shall not be responsible or liable for the pricing, rates, any possible surcharges, additional costs, cancellations, delays in transport services or any other resulting consequences during loading, unloading, transportation, postponement, or waiting hours at pickup or delivery location, and/or types of vehicles provided by the carrier.
- 27.6 The Shipper is responsible for providing accurate delivery details, including specifying the name of an authorized recipient on the shipping label or delivery instructions if required. Delivery shall be deemed completed when a person at the delivery address signs for receipt of the shipment. CtrlChain is under no obligation to verify the identity or authority of the signatory bears no liability for delivery to a person present at the consignee's address who claims to accept the shipment. CtrlChain shall not bear responsibility for the accuracy of information within the Transport Order.
- 27.7 The Shipper acknowledges and agrees that the transportation of goods by the Carrier may be subject to additional terms and conditions of the respective Carrier.
- 27.8 The Shipper shall indemnify and hold CtrlChain harmless from any and all reasonable costs, expenses (including storage), losses, taxes, and customs duties incurred by CtrlChain, as well as any claims made against CtrlChain, arising from (a) the shipment failing to meet any restrictions, conditions, or requirements communicated to the Shipper by CtrlChain or the Carrier; (b) any refusal, suspension, or return of a shipment (or part thereof) by the Carrier, as permitted under the Carrier's Terms and Conditions; (c) the Shipper's failure to comply with any of the terms set forth in these Terms and Conditions. In the event of a shipment (or part thereof) being returned, the Shipper will be responsible for all applicable charges, which will be calculated in accordance with the prevailing commercial rates of the actual carrier.

- 27.9 Claims for lost or damaged parcels must be submitted within 14 days of the estimated delivery date. Carrier must provide scan data and internal investigation results within 10 business days.
- 27.10 The Shipper acknowledges that CtrlChain is not liable for disputes between the Shipper and the Carrier, arising from but not limited to the provision of wrong information (i.e. address), non-located recipient, inaccessible delivery place, nonacceptance of the Shipment by the receiver, inability of the Carrier to perform customs clearance, non-payment of the price of the goods in case of cash-on delivery, non-payment of duties and taxes by the recipient.
- 27.11 In case of a failed delivery attempt, the Carrier's Terms and Conditions shall apply regarding return, temporary storage, disposal and/or destruction of the undelivered item. You are advised to review the Carrier's Terms and Conditions for each shipment. All costs for return, storage, disposal, or any other additional fee shall be borne by the Shipper.
- 27.12 CtrlChain will not be liable either to the Shipper, the sender or any third party for loss, (any direct, indirect, incidental, consequential, or punitive) damages or delay caused by or connected to the services performed the carrier.

## **28. MANAGED TRANSPORTATION**

- 28.1 In the Managed Transportation service, CtrlChain acts as a provider of a Transportation Management System. CtrlChain shall not be considered a freight forwarder. CtrlChain's role shall be limited to facilitating the process of managing and optimizing transportation by providing its System and connecting the Shipper with its designated roster of preferred carriers. CtrlChain's role shall not involve direct participation in the transportation activities.
- 28.2 All the articles outlined above apply to the Managed Transportation Service, where applicable, due to the specific nature of this service, with the following clarifications delineated below.
- 28.3 The Shipper acknowledges and agrees that its Carriers must accept and comply with the Shipper's Terms and Conditions. The Shipper has to upload its Terms and Conditions upon registering in the Managed Transportation Service. The Shipper hereby acknowledges that it is responsible for the context of its Terms and Conditions. CtrlChain is just an intermediary forwarding the Shipper's request to the selected carrier.
- 28.4 CtrlChain shall not be responsible or liable for the pricing, rates, any possible surcharges, additional costs, cancellations, delays in transport services or any other resulting consequences during loading, unloading, transportation, postponement, or waiting hours at pickup or delivery location, and/or types of vehicles provided by the carrier. CtrlChain shall not bear responsibility for the accuracy of information within the Transport Order. The Shipper shall be responsible for this information provided to its carrier.

- 28.5 Under this Managed Transportation Service, CtrlChain shall not establish any contractual relationship with the Shipper's designated carriers. Therefore, any disputes or claims arising from or related to payment/invoicing, transportation, or any liabilities for any loss, damage, injury, or delay arising from the transportation services shall be settled solely between the Carrier and the Shipper. CtrlChain hereby absolves itself of any responsibility or liability in connection with such disputes. CtrlChain shall not accept any form of liability whatsoever for disputes between the Carrier and the Shipper.
- 28.6 CtrlChain shall not be liable for any direct, indirect, incidental, consequential, or punitive damages including but not limited to loss of profits, arising from or related to the Transportation Management System or the services provided.
- 28.7 In the event that the Shipper elects to remunerate its Carrier through CtrlChain System, the Carrier's compensation shall be disbursed subsequent to CtrlChain's receipt of payment from the Shipper. CtrlChain shall not bear responsibility or liability for any delays in the disbursement of payment to the Carrier.
- 28.8 The services that the Carrier will provide to the Shipper and the Carrier's remuneration shall be subject to the agreement between the Carrier and the Shipper. The Shipper shall be responsible and liable for ensuring payment to the Carrier.
- 28.9 The Shipper indemnifies and holds harmless CtrlChain, its directors, employees, contractors, and affiliates from any and all claims, damages, liabilities, expenses, or losses arising from or related to the transportation services and use of the System, unless caused by the gross negligence or wilful misconduct of CtrlChain.
- 28.10 The services the Carrier provides to the Shipper and the Carrier's remuneration shall be subject to the agreement between them. The Shipper shall be responsible and liable for ensuring payment to the Carrier resulting from delays or non-payment by the Shipper.
- 28.11 CtrlChain retains all rights to its Transportation Management System and any related intellectual property (see Art.22). Unauthorized use or reproduction is prohibited.
- 28.12 In the event that the Shipper selects a carrier that is not included within its designated list, thereby deviating from the Managed Transportation Service, the service rendered shall be freight forwarding and governed by the CtrlChain General Terms and Conditions for freight forwarding.

## **29. RESTRICTED GOODS AND REFUSAL OF TRANSPORTATION**

- 29.1 The Shipper is strictly prohibited to ship items that:
- Are prohibited or restricted by applicable law (including but not limited to ADR, REACH, and CLP) ;

- Are perishable, dangerous, or high-value items that have not been declared and agreed upon in writing in advance;
- Are of unusual value, such as works of art, antiques, precious stones, stamps, unique items, silver, or gold;
- Are weapons, ammunition, military equipment, explosives, and/or flammable items

29.2 CtrlChain reserves the right to refuse transportation of such Goods.

29.3 In case of an illegal shipment of the above-mentioned items, CtrlChain absolves itself of any liability arising thereof.

29.4 The Carrier is solely responsible for ensuring compliance with all applicable EU, international, and national laws and regulations when transporting goods. Any shipment found to contain unauthorized restricted materials may be refused, reported to authorities, and result in the suspension of user accounts.