

GENERAL TERMS AND CONDITIONS FOR CARRIAGE

These general carriage Terms and Conditions (the Conditions) are applicable to all offers and agreements between CtrlChain (formerly known as ChainCargo) and the Carrier.

1. DEFINITIONS

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

Agreement: an agreement entered into by CtrlChain and the Carrier, including any Schedules thereto, in respect of the Carriage, of which these Conditions form part

AVC: the Algemene Vervoer Conditioes 2002 latest version issued by Stichting Vervoersadres

Application: the mobile application of CtrlChain through which the Carrier can update its availability for Carriage and a respective Carriage can be tracked

Article: means an article of these Terms & Conditions

Carriage: the transport of Goods by road transportation performed by the Carrier for the Shipper

Carrier: the Carrier which carries the Goods 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, the contractual other party of the Carrier and who uses these Terms & Conditions, acting as an intermediary to facilitate the arrangement of transportation

CMR: convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva1956), as supplemented by the 1978 Protocol

Conditions: these CtrlChain general terms and conditions for Carriers

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 the Carrier 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.

Pick-Up

Location: the location of pick-up of the Goods by the Carrier for the Carriage as included in the Transport Order

Pick-Up

Time: the date and time of pick-up of the Goods for the Carriage as included in the Transport Order

System: the system of CtrlChain through which the Carrier can manage its active Carriage orders and fleet

Recipient: the person who is entitled to the Delivery;

Shipper: every natural or legal person who provides CtrlChain with a freight forwarding order to perform freight forwarding services and concludes to that effect a freight forwarding agreement with CtrlChain

TMS: Transportation Management System

Transport

Order: the electronic Transport Order issued by CtrlChain to the Carrier for the Carriage, which shall contain the required information for the Carrier, including the Pick-Up Location, the place of Delivery, the Pick-Up Time and drop-off date and any other relevant information

Website: 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 Carriage and 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 Carrier 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 Carrier are herewith explicitly rejected, even if the Carrier 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 Carrier shall consult the Website on a regular basis to verify if the Conditions have been amended and the Carrier understands and agrees that the continued use of the System and the Mobile Application, or execution of the Carriage after such amendment or modification, constitutes Carrier's acceptance of the modified Conditions.
- 2.4. Insofar as any provision in these Conditions is void or otherwise unenforceable, the validity of the remaining provisions shall not be affected. 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) between CtrlChain and the Carrier or in the Transport Order, the provisions in the relevant specific Agreement or the Transport Order (as the case may be) shall prevail. Possible arrangements deviating from these Conditions shall not be enforceable, unless CtrlChain has agreed to such deviations in writing.

3. FORWARDING AND CARRIER SERVICES

- 3.1. Upon the instruction of the Shipper to provide the Freight Forwarding Services, CtrlChain shall engage the Carrier for the Carriage on behalf of and under the sole responsibility of the Shipper. In performing the Freight Forwarding Services, CtrlChain shall act as (and shall be deemed) a forwarder as described in article 8:60 of the DCC and the CtrlChain General Terms and Conditions for Freight Forwarding shall apply. If any provision of the CtrlChain General Terms and Conditions for Freight Forwarding deviates from these Conditions, the latter shall prevail (unless otherwise stated in these Conditions). The Carrier acknowledges and agrees that CtrlChain shall in no event be responsible or liable for the Carriage, neither for the correct, accurate and timely performance thereof.
- 3.2. The Carrier acknowledges that, upon entering into an agreement with CtrlChain to provide its vehicles for the execution of the Transport Order, the Carrier is aware of the specific types of vehicles offered to the Shippers for that specific transport. The types accepted by CtrlChain and the Shippers are the ones exclusively mentioned on CtrlChain's website. The provision of any vehicle other than the one in the Transport Order shall be deemed improper execution, thus constituting a breach of the agreement.

4. TRANSPORT ORDERS AND AGREEMENT

- 4.1. If the Freight Forwarding Services to be performed by CtrlChain involve recurring Carriage, CtrlChain and the Carrier shall enter into an Agreement. Notwithstanding the amount and frequency of Carriage services laid down in the Agreement, each individual Carriage shall only constitute a binding

arrangement between CtrlChain and the Carrier upon the confirmation by CtrlChain to the Carrier of each individual Carriage by sending to the Carrier a Transport Order. If CtrlChain has not ultimately prior to the Pick-Up Time of the respective Carriage provided the Carrier with the Transport Order, no agreement with respect to the individual Carriage has come into effect.

- 4.2. In the event of incidental Carriage as requested by a Shipper on a case-by-case basis, CtrlChain shall provide the Carrier with a Transport Order which shall constitute the confirmation by CtrlChain for the Carriage.
- 4.3. In the event that CtrlChain has provided the Carrier with a Transport Order, CtrlChain reserves the right at its sole discretion to, ultimately prior to the Pick-Up Time, cancel the respective Carriage without any requirement for the payment of compensation to the Carrier.
- 4.4. The Carrier commits to provide the required capacity as agreed. If the Carrier anticipates that it will be unable to provide the required capacity for a period of one (1) week or longer, the Carrier must notify CtrlChain immediately, and in any event, no later than thirty (30) calendar days before the transportation services are due to be performed. In the event of unforeseen circumstances, such as those covered by force majeure, the notification period may be adjusted accordingly, and the Carrier will notify CtrlChain without undue delay.

5. SURCHARGES

- 5.1. CtrlChain shall use reasonable endeavours to prevent any surcharges from being applied to the shipping prices. In case of cancellation, postponement or waiting hours at the pickup or delivery location, and additional costs cannot be prevented, CtrlChain applies the following surcharges:
- 5.2. Cancellation fee: in the case CtrlChain cancels order towards Carrier

More than 24 hours	€ 0
Between 24 hours and 18 hours	Maximum of 20% of total shipment costs
Between 18 and 12 hours	Maximum of 40% of total shipment costs
Between 12 and 6 hours	Maximum of 60% of total shipment costs
Less than 6 hours	Maximum of 80% of total shipment costs
At pick up time	Maximum of 100% of total shipment costs

The cancellation fees listed above indicate the maximum amount that CtrlChain shall reimburse the Carrier, in the event of cancellation, where the Carrier bears no responsibility. If the Carrier has not supplied the agreed-upon type of vehicle or failed to adhere to the transportation measures or/and to properly perform the Transport Order, CtrlChain reserves the right to cancel the order without providing reimbursement to the Carrier.

CtrlChain reserves the right to cancel the Carriage without providing reimbursement to the Carrier when the agreed day and/or time for the vehicle's arrival has passed without fulfilment, including cases where the vehicle was en route but failed to arrive within the agreed timeframe or it is confirmed that it will arrive beyond the agreed

timeframe. CtrlChain reserves the right to cancel the carriage also upon the Shipper's written request in the event of any fault attributable to the Carrier.

Should the Carrier not provide the agreed-upon type of vehicle at the pick-up point, the Carrier is obliged to compensate all damages to be incurred by CtrlChain, including but not limited to all additional costs and expenses to be made for a Carrier commissioned by CtrlChain as an alternative. If the Carrier finds any alternative solution(s) itself with a subcontractor within a timeframe acceptable to CtrlChain, the Carrier needs prior written consent from CtrlChain to perform the shipment with the subcontractor.

5.3 Cancellation fee: in the case Carrier cancels order towards CtrlChain

More than 24 hours before start of the pickup window or timeslot	€ 0
Between 24 hours and 18 hours	Maximum of 20% of agreed transport price
Between 18 and 12 hours	Maximum of 40% of agreed transport price
Between 12 and 6 hours	Maximum of 60% of agreed transport price
Less than 6 hours	Maximum of 80% of agreed transport price

If the Carrier terminates a confirmed Transport Order before the time of collection, the Carrier is also obliged to compensate all damages to be incurred by CtrlChain, including but not limited to all additional costs and expenses to be made for a Carrier commissioned by CtrlChain as an alternative. If the Carrier finds any alternative solutions itself with a subcontractor within a timeframe acceptable to CtrlChain, the Carrier needs prior written consent from CtrlChain to perform the shipment with the subcontractor.

If the Carrier fails to provide the license plate number and driver details at least four (4) hours prior to the scheduled pick-up time, this will be considered a 'no-show.' In such cases, the Carrier will be liable for any resulting costs directly related to the inconvenience or loss caused by the no-show. Such costs will be invoiced accordingly.

5.4 Postponement & Waiting Costs

Type of vehicle	Starts after	Maximum price per hour
Small vehicle < 3.500 kg loading capacity	15 minutes	€ 35,00
Large vehicle > 3.500 kg loading capacity	2 hours	€ 50,00

Postponement/waiting time in loading or/and unloading shall not be charged by the Carrier more than four hundred Euros (€ 400,-) per 24h, regarding the large vehicles, and two hundred eighty Euros (€ 280,-) regarding the small vehicles, provided that no cancellation order has been issued. Any postponement/waiting time needs to be notified to CtrlChain immediately.

6. FORCE MAJEURE

- 6.1. The Carrier shall not be held liable for any delays or non-performance caused by circumstances beyond their reasonable control, including but not limited to natural disasters, strikes, acts of war or terrorism, government actions, or other unforeseeable events.
- 6.2. If affected by Force Majeure, the Carrier must promptly notify CtrlChain of the circumstances and their likely duration.

7. SYSTEM AND MOBILE APPLICATION

- 7.1. In order to use the System and the Application, the Carrier must create an account on the System by completing the registration process. Once the Carrier has been registered in the System, they will be granted access to the System and the Application.
- 7.2. The Carrier 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 System and Application. This information is safeguarded in compliance with the General Data Protection Regulation (GDPR) and is subject to all the necessary protective measures, as outlined in CtrlChain Privacy Policy (for more information, please visit our Privacy Policy on CtrlChain's website or click <https://ctrlchain.com/en/privacy-policy>).
- 7.3. The Carrier shall use the System and the 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 Carrier must inform CtrlChain without delay about any unauthorized use of its account. CtrlChain reserves the right, to its sole discretion, at any time, to limit, suspend and/or block the Carrier's access to the System and Application.
- 7.4. 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.

8. REMUNERATION AND PAYMENT

- 8.1. All prices quoted by the Carrier shall be deemed to include all costs that are for the account of the Carrier. Unless provided otherwise, all prices agreed between CtrlChain and the Carrier are all-in and fixed rates and shall include all costs for the Carriage, including but not limited to payment of freight, duties, levies, taxes and/or other costs.

- 8.2. The Carrier shall provide CtrlChain with an invoice for the payment of the Carriage and, unless explicitly agreed otherwise in writing, CtrlChain shall remunerate the Carrier within thirty (30) days, as from the date of the invoice sent by the Carrier.
- 8.3. The risk of exchange rate fluctuations shall be borne by the Carrier.
- 8.4. CtrlChain reserves the right to set-off (verrekenen: Articles 6:127 – 6:136 DCC) any outstanding amounts due towards the Carrier with any (potential) amounts due by the Carrier towards CtrlChain. CtrlChain shall communicate its intention to set-off to the Carrier. If the Carrier 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 Carrier 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 will be 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 7.4, CtrlChain shall notify the Carrier in advance, or if this is not possible, as soon as possible thereafter.

9. INSTRUCTIONS OF CTRLCHAIN

- 9.1. CtrlChain is entitled to change the Pick-Up Location, to designate somebody else as Recipient, to change the Drop-off Location as well as to give instructions concerning the Transport Order.
- 9.2. Instructions by CtrlChain may also be given after receipt of the Goods by the Carrier.

10. OBLIGATIONS OF THE CARRIER

- 10.1. The Carrier is obliged to comply with all national and international applicable laws and regulations including but not limited to the AVC and the CMR.
- 10.2. The Carrier must maintain insurance coverage sufficient to indemnify against loss or damage to the Goods during transit, at minimum in accordance with the limits prescribed under the CMR, unless otherwise stipulated by mutual agreement between the parties.
- 10.3. The Carrier is obliged to promptly inform CtrlChain in writing of any circumstances which may impact the Carriage or the Freight Forwarding Services provided by CtrlChain to the Shipper.
- 10.4. In order to ensure the quality and integrity of the System, Application and Freight Forwarding Services, the Carrier shall ensure that:
- a) Only authorized and capable persons shall have access to the System and Application;
 - b) The Carrier shall have sufficient resources to meet its obligations arising from the Agreement; and
 - c) The Carrier shall comply with any data protection obligations under applicable data protection and privacy legislation.
- 10.5. The Carrier is obliged to perform the Transport Order itself by using its own vehicles and qualified personnel. Only with prior written consent from CtrlChain is the Carrier allowed to subcontract any Transport Order to another carrier. The Carrier shall be fully responsible for any acts or omissions by

- subcontractors. The subcontractors performing on behalf of the Carrier are not allowed to further subcontract.
- 10.6. In the event that the Carrier violates Article 10.5, and the subcarrier causes damage during the execution of the Transport Order, the Carrier is fully liable for all damages towards CtrlChain. Contrary to Article 6:94 paragraph 2 DCC, the Carrier is obligated to pay a contractual penalty of ten thousand euros (EUR 10,000, =), to CtrlChain in addition to the aforementioned damages due.
- 10.7. In the event that the Carrier violates Article 10.5, the Carrier agrees to defend, indemnify and hold harmless CtrlChain, its affiliates, and employees at all times from all liabilities, claims and expenses, made by the Shipper or any third-party.
- 10.8. The driver should thoroughly check the quantities loaded and any weights stated on the Transport Order/consignment note prior to carrying out the transportation. Where the driver identifies any deviations from the quantity mentioned in the Transport Order and/or the consignment note or does not have or is not given the opportunity to check this, he should mention this on the consignment note and immediately, before leaving, contact CtrlChain via telephone, email and via CtrlChain's System for further instructions.
- 10.9. In the event that the driver encounters any hindrance or obstacle preventing the performance of his obligations either prior to or during the loading process, the driver shall be required to immediately note such hindrance in the consignment note. In the absence of such notation, the driver's execution and/or signature of the consignment note shall be construed as an irrevocable and unconditional acknowledgment and acceptance of the conditions prevailing at the time of loading, without reservation, protest, or objection.

11. SECURITY REQUIREMENTS FOR FREIGHT TRANSPORT

- 11.1. The security requirements must align with the risk classification established for the security of professional freight transport by road. In cases where the transported items fall under multiple risk categories, the more stringent security class shall always apply.
- 11.2. The installed security must be activated automatically, irrespective of the driver's activities or discretion.
- 11.3. The risk classification shall be determined based on the nature of the cargo being transported, as outlined below.
- 11.4. Risk Classification:
- Category I: Standard Security (e.g. door, ignition, steering lock) applies to low-quality building materials, non-refrigerated agricultural products, paper, livestock, iron scrap, sand, and gravel.
 - Category II: B1 Alarm Classification applies to the transport of refrigerated agricultural products, high-quality building materials, foodstuffs, soft drinks, furniture, and tank transport.
 - Category III*: B2 Alarm Classification applies to the transport of chemical products, fish and meat products, and beer.
 - Category IV*: B3 Alarm Classification applies to the transport of confection, electronics, software carriers, non-ferrous metals, alcoholic beverages (excluding beer), tobacco, medicines, perfumes, and cosmetics.

* The installed protection should be activated automatically, regardless of the driver's activities.

12. LIMITATION OF LIABILITY

- 12.1. This article 12 applies to all liabilities on the part of CtrlChain, regardless of the legal basis of such liability.
- 12.2. As described in article 3.1, 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.
- 12.3. The Carrier shall be liable to CtrlChain for all losses arising from the Carrier's performance including any loss or damage to the goods in the possession or under the control of the Carrier howsoever caused, including but not limited to incorrect handling, incorrect delivery, incomplete delivery and/or delay in delivery of any goods and the Carrier hereby indemnifies and holds CtrlChain harmless against any and all losses, claims, damages, costs and/or enquiries arising as a result thereof.
- 12.4. 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.
- 12.5. For any other damages, losses, costs than those mentioned in Article 12.3, CtrlChain shall only be liable for damages which are evidenced by the Carrier to be accountable for willful misconduct or gross negligence on the part of CtrlChain or its employees.
- 12.6. CtrlChain shall not accept any form of liability whatsoever for disputes between the Carrier and the Shipper.
- 12.7. The use of the System and the Application is provided to the Carrier on the basis of as available and as-is. The Carrier acknowledges that the use of the System and Application is at the risk of the Carrier.
- 12.8. CtrlChain does not grant any implied or expressed warranty and CtrlChain explicitly does not warrant to the Carrier, including but not limited to, the following:
 - a) the accuracy of the information provided, whether or not through the System, by the Shipper or any other third party;
 - b) the propriety of the System and Application for the business of the Carrier;
 - c) that the Website, System and/or the Application are or will be completely error-free, bug-free or interrupted.
- 12.9. CtrlChain is not liable for any stoppages, slowdowns, interruption of the Website, the System and/or Application or damage or loss resulting from the temporary unavailability of the Website, System or Application, regardless of the basis of liability.
- 12.10. In the event CtrlChain is liable, CtrlChain shall only be liable for damages, losses, liabilities, costs and/or expenses within the meaning of article 6:96 of the DCC directly resulting from the wilful misconduct or gross negligence of CtrlChain, provided, however, that CtrlChain shall in no event be liable for any indirect damages, loss of anticipated profits, incurred losses, loss of savings and incurred expenses or other (consequential) damage.

- 12.11. The Carrier agrees to defend, indemnify and hold harmless CtrlChain, its affiliates, and employees at all times from all liabilities, claims and expenses, made by any third party due to the use of the System or Application or any breach of these Conditions or the Agreement.
- 12.12. 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.
- 12.13. 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. INTELLECTUAL PROPERTY

- 13.1. All intellectual property rights, such as trademarks and copyrights to the name CtrlChain, the website, the system, the application, and the software are and shall remain owned by and vested in CtrlChain or its affiliates. Any above name, website, the system, the 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 Carrier is prohibited without CtrlChain's prior, specific and written consent.
- 13.2. All intellectual property rights to the Website, System and Application 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.
- 13.3. The Carrier shall acquire only the rights of use of the System and Application expressly granted under these Conditions, the Agreement and the law. The right of use of the System and Application to which the Carrier is entitled is not exclusive and cannot be transferred, pledged or sublicensed by the Carrier.
- 13.4. 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 Website, System and Application or any other proprietary content used by CtrlChain.

14. PRESCRIPTION AND LIMITATION

- 14.1. Every claim of the Carrier shall be time-barred by the mere expiry of a period of nine (9) months (statute of limitations/verjaringstermijn).
- 14.2. Every claim vis-a-vis CtrlChain shall be time-barred by the mere expiry of a period of eighteen (18) months (expiry period/vervaltermijn).
- 14.3. 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 CtrlChain or should have been delivered.

- 14.4. 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.

- 14.5. 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.

15. APPLICABLE LAW AND ARBITRATION

- 15.1. Every agreement between CtrlChain and the Carrier is exclusively governed by dutch law.
- 15.2. 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.
- 15.3. 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 (4) 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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 CtrlChain works.

- 15.7. 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).

16. THIRD-PARTY SERVICES

- 16.1. 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>).

17. FCL TRANSPORT

- 17.1. All the articles outlined above apply to FCL Carriers with the following clarifications delineated below.
- 17.2. Upon receiving the sealed container, the Carrier must inspect the seal and the container's exterior for any signs of tampering or damage. The Carrier must verify that the seal is intact and that the seal number matches the documentation provided by the shipper. Any discrepancies in the seal, seal number, or any signs of tampering or damage must be documented and communicated to CtrlChain immediately.
- 17.3. The Carrier is responsible for maintaining the integrity of the seal from the point of loading to the point of unloading. 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.
- 17.4. Loading and unloading procedures shall follow the same standards as outlined in the articles above. Proper care shall be taken to prevent damage to the containers, cargo, and surrounding property. The Carrier shall be responsible for the proper loading and unloading of the Goods and shall ensure that containers are handled to prevent damage. Liability for loss, damage, or delay of the Goods lies with the Carrier.
- 17.5. The Carrier shall be responsible and liable for storing the required documentation, including but not limited to necessary licenses, permits, insurance, certificates, and any other relevant documents. The Carrier must ensure all such documents are reviewed, up-to-date, and compliant with applicable laws and regulations before shipment. The Carrier must provide copies of these documents to CtrlChain or any relevant authorities upon request. In the event of any non-compliance with European laws and regulations, the Carrier shall be fully liable for any resulting claims, fines, penalties, or damages. The Carrier shall indemnify and hold CtrlChain harmless from any liabilities arising from their failure to adhere to legal requirements.
- 17.6. The Carrier assumes liability for any loss, damage, or delay of Goods while in transit, subject to the limitations outlined in the aforementioned articles and

except in cases of force majeure. CtrlChain shall not be held liable for any damages caused by the Carrier's actions or omissions.

- 17.7. If agreed so, the Carrier shall assume responsibility, after unloading, for the timely and safe return of the empty containers to the designated location by CtrlChain or as instructed by the Shipper. The Carrier shall ensure that all empty containers are returned in a clean and suitable condition suitable for re-use, adhering to industry standards and regulatory requirements. Costs associated with the return of empty containers shall be borne by the Carrier unless otherwise agreed upon in writing. The Carrier shall be liable for any damage to or loss of empty containers during their possession. Documentation confirming the return of empty containers shall be provided by the Carrier upon completion of transport, and any issues or delays in the return process shall be promptly communicated to CtrlChain.
- 17.8. The Carrier must comply with all applicable laws, regulations, and industry standards concerning the transportation of goods, including but not limited to international maritime regulations and European Union transport laws.
- 17.9. CtrlChain assumes no liability for any disputes, claims, losses, damages, or liabilities arising from or related to transportation services provided by FCL Carriers. Any disputes or claims arisen shall be resolved solely between the Shipper and the FCL Carrier. The Carrier agrees to indemnify and hold CtrlChain harmless from any claims, losses, or liabilities arising out of their provision of transportation services.

18. MANAGED TRANSPORTATION

- 18.1. In the Managed Transportation Service, CtrlChain acts as a provider of a Transportation Management System (TMS). 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.
- 18.2. All the articles outlined above apply to Managed Transportation Carriers, where applicable, due to the specific nature of this service, with the following clarifications delineated below.
- 18.3. The Carrier acknowledges and agrees that it has to accept and comply with the Shipper's Terms and Conditions. The Carrier's interaction with Shipper is subject to the Terms, Policies, and practices of the Shipper's website. CtrlChain shall not be liable for any malfunction, error, or omission in any potential links to the Shipper's website, including but not limited to technical issues, server failures, or changes in the website content. CtrlChain is just an intermediary.
- 18.4. 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.

- 18.5. 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.
- 18.6. The Carrier indemnifies and holds harmless CtrlChain, its directors, employees, contractors, and affiliates from any and all claims, damages, liabilities, expenses, or losses arising out of or related to the transportation services and use of the System, unless caused by the gross negligence or wilful misconduct of CtrlChain.
- 18.7. CtrlChain shall not be liable for any indirect, incidental, consequential, or punitive damages including but not limited to loss of profits, arising from or related to the use of the TMS or the services provided.
- 18.8. In the event that the Shipper elects to remunerate its Carrier through CtrlChain System, the Carrier hereby agrees and acknowledges that 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 resulting from delays or non-payment by the Shipper. To facilitate the payment processing, the Carrier must provide all necessary documentation, including but not limited to proof of delivery. Failure to provide such documentation may result in delays or non-payment until the required documents are submitted and verified.
- 18.9. 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.
- 18.10. CtrlChain retains all rights to its TMS and any related intellectual property (see Art.13). Unauthorised use or reproduction is prohibited.
- 18.11. 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 and the Carrier shall fall under the aforementioned articles of the general Terms and Conditions.

In case of any discrepancy between the language versions of these General Conditions (Dutch, German, Spanish and English), the English language version shall prevail.