

General Terms & Conditions

General Terms & Conditions of Shypple B.V.

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RECITAL

Shypple is a digital freight forwarder who provides its customers with services in the field of Supply Chain by delivering end-to-end visibility to modern logistics teams through digitized supply chain dashboards. Shypple takes full commitment when requested by the Principal to perform freight forwarding services by booking shipments with reliable carriers and with other external parties for ancillary activities i.e. warehousing, customs clearance etc.

Article 1. Definitions

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

- 1) **Agreement:** the agreement concluded between Shypple and the Principal with respect to the Services to be performed by Shypple, of which these Conditions form part.
- 2) **Freight Forwarder:** a natural or legal person who performs services of organizing shipments on behalf of a Principal, as defined in Article 8:60 of the Dutch Civil Code (Burgerlijk Wetboek).
- 3) **Principal/Principal/Principal:** every person, either natural or legal, who provides Shypple with an order to perform Services as defined in these Conditions, irrespective of the agreed method of payment.
- 4) **Force Majeure:** any circumstances in which the Principal can no longer demand a performance of the agreement by Shypple, amongst others because of war, danger of war, flooding, strikes, riots, shortage of staff, epidemics, fire, governmental measures, prohibition of import and export, the change of the political structures of countries, sudden enforcement of emergency legislation and/or change of legislation and operating troubles of enterprises.
- 5) **Goods:** any goods/property to be made available or which have already been made available to Shypple, its agents or Third Parties by or on behalf of the Principal, for the purpose of executing the concluded Agreement between Shypple and the Principal.
- 6) **Services:** any activity or work of hiring the means of transport performed by Shypple for the benefit of the Principal or its agents, as agreed between the two parties in the Agreement.
- 7) **Shypple Application:** means Shypple's licensed subscription-based software solution for shippers and logistics service providers and all new features, versions, updates, revisions, improvements and all modifications of the foregoing.
- 8) **Special Drawing Rights (SDR):** an internationally fixed exchange rate system/unit of account created, regulated and determined periodically by the International Monetary Fund (at the time these general conditions were designed, 1 SDR amounted for 1,2943 EUR; future values determined under these conditions will be calculated in accordance with the rate established by the International Monetary Fund).
- 9) **Third Party/parties:** all those persons who are not Shypple's employees with whom Shypple has an undertaking on behalf of the Principal for the purpose of executing the Agreement, regardless of whether Shypple has the undertaking in its own name or in the name of the Principal.

Article 2. General

- 1) These General Terms & Conditions (including the supplementary Specific Conditions referred to in Articles 15 and 16) apply to all transactions, instructions, services, work and agreements (hereafter “Agreements”) of the private company with limited liability Shypple B.V., having its address at Vasteland 100, 3011 BP, Rotterdam and registered under business registration number 66593972 (hereafter “Shypple”), entered into with or performed for the benefit of a client (hereafter “Principal”).
- 2) These General Terms & Conditions are deemed to form part of all Agreements concluded by Shypple. All Agreements, of whatever nature, entered into by Shypple, will be accepted and executed subject exclusively to these General Terms & Conditions and the Dutch Forwarding Conditions by FENEX 2018 and, if applicable due to the nature of the work and/or services, to the Specific Conditions referred to in Articles 15 and 16 below (hereafter “Specific Conditions”), which supplement these General Terms & Conditions.
- 3) Orders, confirmations and/or acceptance by the Principal of quotations and offers made by Shypple shall constitute express recognition and acceptance of these General Terms & Conditions and any applicable Specific Conditions, all simultaneously replacing and expressly dismissing any general, purchase or special terms or conditions of the Principal.

Departures from these General Terms & Conditions will only apply to Agreements with Shypple if this has been expressly agreed in writing with Shypple. Where General Terms & Conditions are referred to above and below, this shall always – if applicable – include the supplementary Specific Conditions mentioned in Articles 15 and 16.

At the express request of the Principal, Shypple will send the latter a copy of the Specific Conditions listed in articles 15 and 16 (Supplementary Conditions) of these General Terms & Conditions. If the Principal does not expressly request it, the Principal thereby automatically accepts the mere reference to the Specific Conditions listed in these General Terms & Conditions.

- 4) Other terms or conditions mentioned in any documents issued by or on behalf of Shypple shall only apply with due regard for the provisions of these General Terms & Conditions.
- 5) Shypple is entitled and, now for then, is duly authorized by the Principal, to complete work, instructions, transactions and agreements which Shypple, acting as an intermediary for the Principal, assigns to third parties to execute, or to that effect use property or resources of third parties, subject to the industry-standard terms and conditions or the terms and conditions laid down by that third party or those third parties for their business, whereby these General Terms & Conditions shall remain in full force vis-à-vis the Principal.
- 6) Should one or more provisions of these conditions be null and void or be found to be voidable, this shall not affect the legal force of other provisions of the General Terms & Conditions which shall remain in force.

Article 3. Establishment of the agreement

- 1) The prices quoted by Shypple are in EURO or USD and are exclusive of VAT or other government-imposed levies.
- 2) Offers made by Shypple may be conveyed to the (potential) Principal through the Shypple Application and/or e-mail.

- 3) Unless otherwise agreed in writing, all offers made by Shypple are without obligation, particularly as regards the period of performance and prices. Summary departures may not, under any circumstances, constitute grounds for the Principal to cancel or dissolve the agreement.
- 4) All prices quoted for services and/or work by Shypple are based on the prices in force at the time of the quote. Should these prices change thereafter, Shypple reserves the right to subsequently alter the prices, subject to reasonableness and fairness. If the original price is increased by more than twenty percent, the Principal shall have the right to dissolve the agreement. In that case, the agreement must be dissolved in writing, within five working days after Shypple has notified the Principal of the price increase. Notwithstanding the foregoing, the Principal shall indemnify Shypple for the Services already performed until the moment of dissolution of the Agreement.
- 5) Acceptance by the Principal of the offer made by Shypple may take the form of a written, verbal and/or electronic confirmation of the offer by the Principal, or other affirmative response to the offer made by Shypple.
- 6) The Agreement shall be deemed concluded when Shypple has received the Principal's acceptance, in accordance with paragraph 5 of this article.
- 7) Should there be any updates in the shipment agreed with the Principal, including but not limited to missing/incomplete documents, additional information required or any change of ETA, the Principal shall in all cases be notified by Shypple through the Shypple Application. At Principal's discretion, should he expressly request so in the Shypple Application, by enabling e-mail notifications, Shypple shall also notify the Principal about any updates in the shipment by electronic means of communication i.e. e-mail.
- 8) Upon receipt by Shypple of the order placed by the Principal, Shypple may demand from the Principal an amount equal to the quoted price, by way of advance payment which the Principal shall accept.
- 9) Each Agreement concerning the rendering of services by Shypple shall be established with Shypple. This shall also apply if it is the Principal's express or tacit intention that the instruction will be carried out by a particular person. The operation of article 7:404 BW (Dutch Civil Code), which makes provision for the latter event, and the operation of article 7:407(2) BW, which stipulates joint and several liability for the event where two or more persons have been given an instruction, are hereby expressly excluded.

Article 4. Track & Trace

- 1) Subject to the conditions herein and in consideration of the transport modalities which are available for track and trace in the Shypple Application, during the performance of the Service by Shypple, Shypple grants the Principal the possibility to monitor and track each of Principal's shipment which the Service relates to (e.g. location of vessel, estimated time of arrival etc.).
- 2) Enabling the track and trace feature of the Shypple Application by Shypple shall be contingent on the availability inside the Shypple Application of the Master Bill of Lading number, the container number, the carrier's name, the sailing schedule and any other information which Shypple may require, as well as the accuracy of such information.
- 3) The Principal understands and acknowledges that the track and trace feature is provided "as is" and no rights can be derived from the information resulted thereof. Shypple shall not be liable in any way whatsoever for any inaccurate results of the track and trace feature.

Article 5. Payment

- 1) The Principal shall pay the price for the services and/or work supplied by Shypple in the manner indicated on the invoice received from Shypple.
- 2) In the event that, for the rendering of Services, the Principal is promised an invoice with a term for payment, the Principal shall be obliged to pay the amount due within the term for payment allowed. Payment shall be made to a bank account to be designated on the invoice by Shypple.
- 3) If, in the event of non-timely payment, as referred to in this article, Shypple seeks to collect its claim independently or through the services of third parties, the Principal shall be obliged to pay in full all the extrajudicial collection costs incurred. In addition, from the moment the debt falls due, Shypple shall charge the Principal interest of 1% per month or – if applicable and greater – the statutory commercial interest determined by Dutch law.
- 4) If the Principal defaults on payment to Shypple, Shypple shall have the right to suspend further performance of all current Agreements between the parties until such time as the payment has been made. If previously agreed otherwise, cash and/or advance payment may be required for the further execution of an order.
- 5) If, either prior to or during the performance of an Agreement, Shypple receives clear indications of the Principal's inadequate or diminished creditworthiness, Shypple shall have the right to stop performance of the Services and terminate the Agreement with immediate effect.
- 6) The Principal shall be bound vis-à-vis Shypple to furnish security as referred to in the preceding paragraph for any amount owed to Shypple, at that time or in future, even if Shypple has not suspended or ceased its performances. The costs of, for example, legal assistance, service of documents and other similar expenses incurred by Shypple shall in this case always be borne by the Principal.
- 7) Payments made by the Principal shall always be used first to reduce all costs, then to reduce all interest due and finally, to reduce the oldest outstanding invoices – even if the Principal states that the payment relates to a later invoice – and all accruing interest.
- 8) All payments must be made without discount, set-off or other deductions.
- 9) Invoices, reminders and demands sent to the Principal by Shypple shall be deemed to have been received by the Principal and kept without protest if the Principal does not make a complaint in writing to Shypple regarding the invoice, reminder or demand in question within five working days from the date of the invoice, reminder or demand. The Principal itself is obliged to inform Shypple about any changes of address. Until such moment as a change of address is notified, Shypple shall be entitled to use the address included in the Agreement and/or Shypple Application.

Article 6. Liability

- 1) All Agreements are performed at the expense and risk of the Principal. Under no circumstances shall Shypple ever be liable for any damage suffered by the Principal/Principal and/or third parties, except in the case of fault or negligence on the part of Shypple in the performance of the Agreement. Any liability for consequential loss suffered by the Principal and/or third parties is excluded by Shypple.
- 2) If and insofar as Shypple and/or its personnel were to be liable for any damage pursuant to paragraph 1 of this article or otherwise, any residual liability – including if

the applicable Specific Conditions contain a higher maximum amount – shall at all times be limited to 4 SDR/kg with a maximum of 10.000 SDR per instruction or several related instructions. Notwithstanding the foregoing, Shypple shall never be liable towards the Principal for an amount higher than the invoice amount for the instruction pursuant to the Agreement.

Any liability for physical injury is excluded, unless any provision of law forbids such exoneration. In that case, any liability for such physical injury shall be subject to the upper limits set by Shypple in accordance with paragraphs 1 and 2 of this article.

- 3) Any liability on the part of Shypple, its Board of Management and/or employees or persons or companies whose services are called upon by Shypple shall lapse if Shypple has not been made aware of the alleged attributable failing and/or potentially unlawful act, in writing, before the work is completed or before leaving the land or location at which the work has been or should be carried out or any performance and/or service should be rendered. If, in the circumstances, this is not reasonably possible for the Principal, any liability on the part of Shypple shall lapse if written notice of liability is not sent to Shypple and/or the company or person engaged by the latter within eight (8) days of cognizance of the alleged infringement.
- 4) Concerning the use of the Shypple Application by the Principal, including the track and trace feature the Principal hereby acknowledges that the Shypple Application is provided “as is” and Shypple disclaims all warranties, express or implied, including but not limited to warranties of merchantability, suitability, availability etc. Shypple (including its directors, officers, affiliates, suppliers, representatives, employees) shall not be responsible or liable with respect to any subject matter of the Shypple Application under any contract, negligence, strict liability or otherwise: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, incidental or consequential damages; (c) for any matter beyond Shypple’ control, including a cyber security breach; or (d) for any amounts that, together with the amounts associated with all other claims, exceed the fees paid by the Client to Shypple under an Agreement, whether or not Shypple has been advised of the possibility of such damages.

Article 7. Personnel, auxiliary persons

- 1) In the performance of the Agreement with the Principal, Shypple shall have the right to use Shypple’ own personnel and resources or the personnel and/or resources of third parties engaged by Shypple, at its entire discretion.
- 2) Shypple also stipulates, including for the benefit of personnel and/or companies and/or their personnel and/or other auxiliary persons and their personnel engaged by or via Shypple, any exclusion and/or limitation of liability and/or prescription and/or forfeiture in conformity with these General Terms & Conditions, and also the indemnification clause included in Article 8, on the understanding that any person or auxiliary person charged by the Principal or a third party may only exercise the indemnification clause if duly authorized by Shypple, in writing.

Article 8. Indemnification

The Principal shall indemnify Shypple, as well as the (auxiliary) persons and/or companies engaged by or via Shypple, in respect of all claims of the Principal and/or third parties against whom these General Terms & Conditions and/or any other conditions mentioned herein cannot

be invoked, insofar as liability would be excluded and/or limited by these conditions, as if that third party would have been bound by these General Terms & Conditions and/or the conditions set out herein.

Article 9. Licenses/obstacles/restrictions/force majeure

- 1) In the event that, in the performance of any Agreement, Shypple has to apply for licences, all in the broadest sense of the word, in order to perform the Agreement, the dates for obtaining the requisite licences as indicated by Shypple shall be indicative and shall never be regarded as firm dates, as the possible granting of licences and how long this process takes is beyond the control of Shypple.
- 2) The Principal shall, on first request, provide Shypple with all the requisite information it requires for the purposes of applying for a licence. The Principal shall at all times be directly responsible for the information supplied to Shypple in this connection. Shypple excludes all liability for information received, and does not verify the information supplied.
- 3) Licensing processes may change due, for example, to local laws. Shypple excludes, in advance, any liability for changes to such processes.
- 4) In the performance of the Agreement, Shypple shall never vouch for the availability of the route and for any obstacles, blockades, obstructions, impassability due to weather conditions and similar restrictions, and Shypple excludes any liability whatsoever in this regard in the performance of the Agreement.
- 5) The Principal shall be personally responsible at all times for free passage and access to the delivery address. Shypple accepts no liability whatsoever if circumstances prevent delivery to the agreed delivery address, and in that event Shypple will deliver to an accessible location along the route to the delivery address. Any resulting additional costs and/or storage charges shall be borne in full by the Principal.
- 6) Shypple does not accept on any other terms any liability when executing the assignment and/or Agreement, if Shypple is not able to perform because of Force Majeure.

Article 10. Expiry, prescription

All claims against Shypple or the persons or auxiliary persons engaged by the latter and/or their personnel and/or the personnel of Shypple is subject to prescription by the expiry of a period of nine (9) months and in any case, every such claim shall be time-barred by the simple lapse of a period of twelve (18) months from the time at which the claim arose.

Article 11. Latest version

Unless specifically agreed otherwise, pursuant to Article 2, the most recent version of the conditions to which reference is made in Articles 15 and 16 of these General Terms & Conditions of Shypple shall apply to the Agreement with the Principal.

Article 12. Prevailing Conditions

In case of conflicting provisions between these General Terms & Conditions and the Specific Conditions listed in Articles 15 and 16 below, the provisions of the Specific Conditions shall always supersede, with the exception of the jurisdiction clause of this General Terms & Conditions (Article 14) which shall in all cases prevail.

Article 13. Precedence of the Dutch text

If the Dutch text of the Specific Conditions referred to in Articles 15 and 16 deviates from its translation into another language, the Dutch text will prevail.

Article 14. Applicable law, jurisdiction

- 1) All Agreements with Shypple are governed by the laws of the Netherlands.
- 2) All disputes between Shypple and a Principal which cannot be settled amicably shall be exclusively referred to the competent in Rotterdam, The Netherlands. This paragraph also applies for any auxiliary persons and/or their personnel engaged by Shypple for the performance of the Agreement.

SPECIFIC CONDITIONS

Article 15. Supplementary conditions for operations as shipbroker and shipping agent

- 1) The General Conditions and Rules for Dutch Shipbrokers and Agents (*Algemene Nederlandse Cargadoorsvoorwaarden*), as filed at the Offices of the District Courts in Amsterdam, Dordrecht, Groningen, Leeuwarden, Middelburg and Rotterdam, apply to operations

as a shipping agent and shipbroker.

- 2) Unless expressly agreed otherwise, in writing, in all Agreements concluded by Shypple in its capacity as shipping agent or shipbroker, the contracting party is not Shypple but rather the person for whom that Agreement is concluded.
- 3) Therefore, the conditions of the transport contracts, the bills of lading, the rates etc. of, respectively, the represented ship, owner or carrier represented shall apply to such Agreements.
- 4) With respect to the performance of Agreements by Shypple in its role as shipping agent or shipbroker for the benefit of consignors and consignees of cargo or others, proceeding from any aspect of the aforementioned transport agreement(s), such as ordering lighters, calling for the delivery of cargo, handling formalities in respect of customs or other government regulations, transport by road or otherwise, and so on, but not necessarily limited to same, the performance of these Agreements shall always be entirely at the expense and risk of the Principal, without the shipbroker or shipping agent Shypple assuming any responsibility.

Article 16. Supplementary conditions for forwarding, storage, transport and transshipment

- 1) When Shypple enters into contracts for forwarding operations, storage operations, transshipment operations, the transport of persons and/or goods by rail, road, inland waterways, sea or air or otherwise for the benefit of the Principal, this shall be in the name and at the expense and risk of the Principal, and subject to the conditions, rules and treaties listed in subsections a to k of this article, unless and insofar as it should be appear that, in spite of the preceding provisions, Shypple must itself be regarded as the Principal's contracting party with regards to the subject matter of the contract. In the latter case, these General Conditions will primarily apply, as well as the Specific Conditions referred to below in connection with the performance of the Agreements (adhering to the priority rule as set out in Article 1 paragraph 2):

- a. For forwarding operations: the *Algemene Voorwaarden van de Federatie van Nederlandse Expediteursorganisaties 2018* (Dutch Forwarding Conditions by FENEX 2018), filed with the Offices of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam;
- b. For international and national transport by inland waterways: the *Bevrachtings- en Vervoerscondities (Connossementsbepalingen)* (Chartering and Transport Conditions (Bill of Lading Provisions), as applied by the relevant carrier contracted - including Shypple - and which may or may not have been filed at the Office of one of the District Courts in the Netherlands and, failing this, the most recent version of the "VERLADE- UND TRANSPORTBEDINGUNGEN (Konossementsbedingungen)" (Loading and Transport Provisions – Bill of Lading Provisions);
- c. For international transport by road: the provisions of the C.M.R. Treaty (*convention relative au contract de transport international des marchandises par route*) (Convention on the Contract for the International Carriage of Goods by Road), insofar as applicable in accordance with this Treaty;
- d. For all other transport by road: the *Algemene Vervoerscondities* (General Transport Conditions) 1983, latest text, filed at the Offices of the District Courts of Rotterdam and Amsterdam;
- e. For national and international transport by rail: the *Algemeen Reglement Vervoer* (ARV, General Carriage Regulations), the applicable International Treaties and their schemes and regulations concerning goods transport by rail, such as CIM, RIP, RICO, U.I.R.R., Interfrigo, Intercontainer, etc., but not necessarily limited thereto;
- f. For transport by air: the "*Algemene Condities voor het vervoer van Goederen*" (General Conditions for the Carriage of Goods) or, insofar as they are deviated from, the conditions of the so-called "Airway Bill" of the airline company or air or courier service engaged for the transport, and the applicable Treaties and Protocols;
- g. For warehouse operations: the *Veemcondities Amsterdam – Rotterdam* (Amsterdam – Rotterdam Warehouse Conditions), filed at the Offices of the District Courts of Amsterdam and Rotterdam and - insofar as not in conflict with those Warehouse Conditions - the *Algemene Voorwaarden van de Federaties van Nederlandse Expediteursorganisaties (FENEX)* (General Conditions of the Netherlands Association for Forwarding and Logistics), filed at the Offices of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam;
- h. For storage and delivery of goods: the General Conditions laid down for that purpose by the *Vereniging van Rotterdamse Opslagbedrijven* (Association of Rotterdam Storage Companies), as filed at the Office of the District Court in Rotterdam;
- i. For stevedoring operations: the General Conditions in connection with the operations, as laid down for them by, respectively, the *Vereniging van Rotterdamse Stuwadoors* (Association of Rotterdam Stevedores), the *Stichting Samenwerkende Machinale Overslagbedrijven* (Foundation for Co-operating Mechanised Transshipment Companies), and the *Vakgroep Algemeen Stuwadoorsbedrijf der Scheepvaart Vereniging Noord* (General Stevedoring Department of the Shipping Association North), as filed at the Offices of the District Courts of Rotterdam and Amsterdam;
- j. As regards the use of floating sheerlegs in the Netherlands, the

- Bokkengebruikvoorwaarden* (Conditions for the Use of Floating Sheerlegs) 1976 apply;
- k. With respect to cargo handling and related activities at the harbour in Antwerp, the conditions of ABAS (*Professional Association of Antwerp Master Stevedores and Port Operators*) and KVBG (*Royal Association of Traffic Flow Controllers*) apply.
 - l. As regards the use of House Bill of Lading (Combined Transport Bill of Lading) the standard FIATA Bill of Lading terms and conditions will be applicable.
- 2) If, within the context of Agreements, goods have to be stored by Shypple within or outside the Netherlands on behalf of a Principal, the goods shall at all times be stored at the expense and risk of the Principal and in accordance with the methods and applicable conditions of storage that are customary in the country in question. If, for the purposes of such storage, the risk in respect of certain goods is at the expense and risk of the Principal, the Principal must arrange and pay for its own appropriate insurance.

Rotterdam, November 3rd, 2022

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