

General Terms and Conditions of LOADXL B.V. 1 October 2018, version 1.1

Article 1: General

1.1 These Terms and Conditions apply to all contracts concluded with LOADXL B.V. ('LOADXL'). They also apply to the legal relationships prior to and arising from those contracts. The contracting party of LOADXL will hereinafter be referred to in the singular form as 'client'.

1.2 By concluding a contract with LOADXL or giving it an assignment, the client explicitly renounces any terms and conditions he might apply, as a result of which the present General Terms and Conditions including the conditions referred to in article 2 apply exclusively to the legal relationship between LoadXL and the client. Applicability of any general terms and conditions applied by the client is explicitly renounced.

Article 2: Applicable terms and conditions and order of priority

2.1 The agreement made in the contract signed by LOADXL and the client prevails over the present Terms and Conditions. Furthermore, the most recent version of the Dutch Forwarding Conditions prevails (General Terms and Conditions of FENEX, the Netherlands Association for Forwarding and Logistics). These FENEX Terms and Conditions can be consulted and downloaded free of charge from the website <https://www.loadxl.com/en/algemene-voorwaarden>

2.2 Contrary to article 23, LOADXL is always authorized to institute a claim at law before the competent civil court.

2.3 If LOADXL does not always demand a strict compliance with these General Terms and Conditions, then that shall not mean that the provisions of these General Terms and Conditions do not apply, or that LOADXL would to any extent lose the right to demand a strict compliance with the provisions of these General Terms and Conditions in other cases.

2.4 LOADXL is entitled to (unilaterally) modify or supplement these General Terms and Conditions. Modifications will be communicated 2 weeks before they take effect. The client agrees that he is bound by the modified General Terms and Conditions, if he uses the services of LOADXL after the notification.

2.5 These and the rest of the conditions stated in this article also apply to all contracts for the performance of which LOADXL BV has to engage third parties and/or suppliers.

Article 3: Offers

3.1 A quotation or offer sent is valid up to 5 days from its date, unless LOADXL indicates otherwise and/or there are changes within this period that cause a price increase and/or a modification of the offer to be necessary.

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3.2 The client himself is responsible for the correctness and completeness of the information he provides to LOADXL. If in retrospect it appears that the information, details and/or materials are incorrect and/or incomplete, LOADXL BV will be entitled to adjust the offer. If such incorrectness is only discovered during or after the performance of the assignment, LOADXL will be entitled to increase the amount to be invoiced up to the rate that would have been applicable if the quotation or offer had been drawn up on the basis of the correct information.

3.3 A combined offer does not oblige LOADXL to perform part of the contract for a corresponding part of the indicated price.

3.4 If the client makes changes to the offer originally made, the original offer is cancelled.

The mere approval of an offer does not imply that a contract has been concluded. A contract is only concluded in the manner described in article 4 of these General Terms and Conditions.

Article 4: Conclusion of a contract

4.1 A contract is concluded by means of a confirmation from LOADXL through a confirmation form / order confirmation. Without such confirmation, the contract will be considered as not having been concluded.

4.2 A forwarding contract is concluded by sending an order confirmation as referred to in article 4.1. However, this concerns a conditional contract including a condition stipulating that LOADXL has a period of two working days within which it can decide not to perform the forwarding contract without giving reasons. The forwarding contract will only become unconditional after expiry of this period of two working days. Within this period of time LOADXL has the possibility to refuse to perform the contract without giving reasons and without being in any way obliged to pay compensation, which contract will then be considered never to have existed.

4.3 Contrary to the contents of article 4.1 and article 4.2, a forwarding contract will be concluded if LOADXL has initiated the performance of the contract on the basis of the offer it made.

Article 5: Performance of the contract

5.1 What applies above all is that LOADXL acts in the capacity of forwarding agent. As a result, LOADXL will conclude contracts of carriage with third parties in the interest of the client, on his behalf and at his expense for the purpose of the (forwarding) contract with the client. The client will be considered to have authorized LoadXL unlimitedly to that end, unless the client has limited such power of attorney in writing.

5.2 LOADXL does not carry out the actual transport. This is done by a carrier.

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Therefore, LOADXL can never be regarded as the carrier and neither as a 'paper' or 'successive' carrier.

5.3 It is not permitted to state the name of LOADXL BV on the consignment note since LOADXL exclusively acts as the forwarding agent. This is also evidenced by the applicability of the FENEX Terms and Conditions declared applicable in article 2.1.

5.4 The performance of a contract is effectuated on the basis of the circumstances prevailing at the time of concluding the contract and depends on performances by third parties and the details provided by third parties to LOADXL. Failure by such third parties, whether or not through breach of contract, does not imply failure by LOADXL, whether or not through breach of contract.

5.5 In connection with the nature of the services offered, LOADXL is subject to and bound by rules, guidelines, the policy and technology of third parties. All work will be carried out in accordance with the rules and guidelines of the relevant third party. If such is necessary in connection with the rules, guidelines, policy and/or technology of third parties, LOADXL will be entitled to change or adapt its work.

Article 6: Obligations of the client with regard to consignment

6.1 The client is responsible for offering the objects to be dispatched in a correct and proper manner. This means, among other things but not limited to providing objects with correct labelling, packing, documenting and so on.

6.2 The client will be fully liable for any damage as a consequence of failure in the way the cargo is presented. If the cargo is not presented properly, LOADXL will be entitled to refuse it. As a result, the contract between LOADXL and the client is dissolved, in which respect LOADXL will be entitled to compensation for the loss it suffered. Such loss is in anticipation set at no less than the price agreed to be paid to LOADXL by the client, without prejudice to LOADXL's right to claim additional compensation for damages.

6.3 Unless explicitly agreed otherwise in writing, the client is obliged to perform the necessary customs formalities himself. If such has been agreed in writing, LOADXL will procure the necessary customs formalities. However, it will explicitly be effectuated at the expense and risk of the client. LOADXL is never liable for loss as a consequence of flaws in respect of the handling of customs formalities. The client fully indemnifies LOADXL against any fines, levies and so on imposed on LOADXL.

Article 7: Termination and cancellation of the contract

7.1 LOADXL is entitled to suspend or terminate compliance with its obligations under the forwarding contract or to terminate the contract if:

- The client does not comply with his obligations under the contract and/or these General Terms and Conditions or if he does not do so in full;

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- The client liquidates his company, is granted a moratorium, goes bankrupt, is subject to debt restructuring or any other circumstance as a consequence of which the client cannot freely dispose of his property;
- After conclusion of the contract, LOADXL learns of circumstances which give cause for concern that the client will not be able to comply with his obligations or not properly.

7.2 If LOADXL BV proceeds to termination of the contract, all its receivables will be immediately due and payable.

Article 8: Prices

8.1 All prices are in euros and exclusive of VAT and additional costs, such as customs formalities, import duties, toll, (kilometre) charges, travel and subsistence expenses, etc. If these costs are imposed on LOADXL, it will pass on these additional costs to the client.

8.2 In the event of delay at the location for loading or unloading caused through no fault of LOADXL BV or third parties, such as carriers, LOADXL BV will be allowed to charge waiting time. Basically, there is 1 hour free for loading and unloading of units of the consignment and there are 2 hours free for complete cargo. If this is exceeded, LOADXL will invoice €50.00 per hour started. These costs will at all times be stated separately in the invoice.

Article 9: Payment and collection charges

9.1 Payment of the invoices is to be effectuated by means of bank or giro transfer into a bank account indicated by LOADXL BV.

9.2 The client must pay invoices sent within 30 days from the invoice date.

9.3 LOADXL BV is entitled to send its invoices digitally.

9.4 LOADXL BV is entitled to invoice partial deliveries separately.

9.5 The client is not allowed to set off counterclaims, whether or not definite, with what he owes LOADXL. Nor can the client invoke suspension or apply a discount in any other manner.

9.6 In all cases in which LOADXL issues a demand, a notice of default or a writ to the client or has such issued, or in the event of procedures against the client in order to force him to fulfil the contract, the client will be obliged to pay LOADXL all judicial and extrajudicial costs reasonably incurred to that end, with the exception of any costs of litigation following a final court decision to be paid by the lessor. The reasonably incurred costs are in anticipation set by the parties at an amount calculated as follows; 15% over the principal with a maximum of €15.000. As a result, paragraphs 4 and 6 of article 96 of Book 6 of the Dutch Civil Code, explicitly including the reference to the maximum amount to be refunded

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for extrajudicial expenses, do not apply between the parties.

9.7 In the event of late payment by the client, LOADXL will be entitled to the statutory commercial interest, to be increased by 5%.

9.8 If the client defaults in paying, LOADXL will be entitled to suspend the commitments it is subject to and not to undertake future commitments, such until the client has fulfilled his obligations in full, including payment of the costs as referred to in articles 9.6 and 9.7 of these General Terms and Conditions.

Article 10: Right of retention and pledge

10.1 LOADXL has a right of retention and a right of pledge (established by mere surrender or availability) in respect of anyone demanding the issue thereof on all goods, documents and monies it has or will have in its possession for whatever reason and purpose, for all amounts receivable now or in future from the client or co-contracting party or his representative or servant or agent and/or the owner or the party entitled otherwise.

10.2 LOADXL may consider the person that brings the goods, documents or monies referred to in 5.1 into its hands (or into those of its subcontractor or servant or agent) as authorized to have them or at any rate as the representative of the owner of them or party entitled thereto.

10.3 LOADXL is entitled to communicate the existence of its right of pledge by virtue of this article to whomever and whenever it sees fit.

10.4 LOADXL may also exercise the rights referred to in this article in respect of what the client or co-contracting party still owes it or will owe it in connection with earlier assignments of that client or co-contracting party or its representatives or servants or agents.

10.5 The above does not affect the rights of suspension provided for by law.

Article 11: Liability

11.1 All services and work will be effectuated at the expense and risk of the client. LOADXL is not liable for any loss, unless the loss is a consequence of wilful misconduct or gross negligence on the part of LOADXL.

11.2 Liability of LOADXL is in any event limited to what is provided in these General Terms and Conditions and the conditions referred to in article 2.1 of these General Terms and Conditions. LOADXL will not in any event be obliged to pay for loss exceeding the invoice amount regarding the relevant services and/or work.

11.3 LOADXL is never liable for mistakes arising from work performed by third parties.

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11.4 LOADXL is never liable for direct and/or indirect damage.

11.5 Every liability of LOADXL will end six months after the damage occurs. This period of time is an expiry period, which is not subject to interruption. Only the institution of a claim at law will prevent the claims from the client lapsing.

Article 12: Indemnity

12.1 The client indemnifies LOADXL against claims by third parties that suffer loss in connection with the performance of the contract.

12.2 If Load XL would for that reason be confronted by third parties, the client will be obliged to assist LOADXL both at law and otherwise and to do everything that may be expected from him in that case without delay. In the event that the client fails to take adequate measures, LOADXL will be entitled without notice of default to proceed to doing so itself. All costs and loss incurred on the part of LOADXL due to such will be entirely at the expense and risk of the client.

Article 13: Complaints

13.1 The client must submit to LOADXL any complaint about the performance of the contract, work, services or the invoice in writing and supported by reasons no later than 30 days from its discovery and in any event within 30 days from the invoice date.

13.2 After expiry of the period of time stated in paragraph 1, all rights in this respect will lapse.

13.3 LOADXL aims at settling a complaint as soon as possible. LOADXL may engage third parties to investigate the complaint. If the complaint appears to be unjustified, LoadXL will be entitled to charge the costs of engaging third parties to the client. Any right of claim on the part of the client will lapse if he does not render adequate cooperation in the investigation referred to in this article.

13.4 If the complaint is justifiable, LOADXL has the possibility to adjust the invoice, improve the work or carry it out afresh free of charge, or perform the contract afresh entirely or in part.

Article 14: Other

14.1 Dutch law exclusively applies to all contracts, also if a client is established or residing outside the Netherlands.

14.2 Applicability of the Vienna Sales Convention is excluded.

14.3 These Terms and Conditions are drawn up in Dutch; the client cannot derive any rights or defences from English or other translation(s) thereof made available

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and which differ from the provisions of the Dutch version.

14.4 All disputes between LOADXL BV and the client will be settled between themselves, before submitting a dispute to the competent court.

14.5 All disputes will be submitted to the competent court of Almelo, the Netherlands, unless the law imperatively prescribes otherwise.