

GENERAL TERMS AND CONDITIONS VERBRUGGE INTERNATIONAL B.V. - 1 DECEMBER 2023

Article 1 - General

- 1.1 These General Terms and Conditions ("GTC") apply to all legal relationships, such as offers, tenders and quotations, instructions, orders and agreements under which the Services are being carried out by Verbrugge International B.V. and/or by its legal successors and/or by its affiliates ("Verbrugge"), regardless of whether this is effected on orders, other grounds, against payment or free of charge.
- 1.2 Any general terms and conditions applied by the Principal are herewith expressly precluded.
- 1.3 Any arrangements deviating from these GTC will only apply when these are confirmed in writing by Verbrugge.
- 1.4 Singular terms also include the plural and vice versa if the context in which they are used warrants it.

Article 2 – Definitions

Agreement:	The understanding between parties laid down in a document concluded in accordance with clause 4.
Damage:	any damage, loss, financial disadvantage, third-party claims, fines and/or costs, however arising or whatever nature.
DCC:	Dutch Civil Code (<i>Burgerlijk Wetboek</i>).
GTC:	These General Terms and Conditions.
Goods:	The items which are being handled by Verbrugge when performing the Services.
Means of Transport	A construction designated for the transport of goods and/or people regardless whether such construction is self-propelled or not.
Party:	Verbrugge and Principal.
Principal:	The counterparty of Verbrugge.
SDR:	Special Drawing Right: a unit of account set by the International Monetary Fund.
Services:	All factual and legal acts of Verbrugge connected in the broadest sense with the loading and unloading of Means of Transports, including but not limited to the acceptance, temporary storage, shifting, weighing, repackaging, checking / ordering the checking and/or delivery of Goods (for the purpose of these GTC's also including livestock), the execution of shipping activities and the use of floating cranes or other kind of cranes.
Terminal:	All sites, buildings and waters where Verbrugge is based or where it carries out the Services, including any quays, railways, crane tracks, waterways, roads (whether adjacent or not).
Transport Packing Material	Materials and items used to package and secure Goods for transportation by a Means of Transport, such as but not limited to containers, pallets, crates, dunnage etc.
Verbrugge:	Verbrugge International B.V., its affiliates and/or legal successors which are using these GTC's.

Article 3 - Applicability

- 3.1 The following customary standard conditions, treaties, conventions, regulations and/or rules apply in addition to these GTC's, depending on the nature of the assignment, work or other performance, or any part of it that can reasonably be considered independent, on the understanding that in the event of any discrepancy between the provisions contained in these GTC's and the provisions contained in the standard conditions, the provisions contained in these GTC's will prevail, unless the provisions contained in the standard conditions are of mandatory law or provide Verbrugge with more extensive security, protection and/or limitation of liability, in which case the provisions contained in the standard conditions will prevail:
 - a) **for the transport of Goods by road and/or over land:** the Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956) as supplemented by the 1978 protocol (CMR), in respect of both domestic and cross-border transport, unless any other mandatory provisions of law apply;
 - b) **for forwarding activities (including customs activities):** the 'Dutch Forwarding Conditions', which were filed with the Registry of the District Court of Rotterdam on 1 July 2004;
 - c) **for combined transport: for each part of the transport:** the rules of law that apply in respect of that part and Articles 8:40 to 8:52 DCC.

Article 4 – Offers and Agreement

- 4.1 All offers made by Verbrugge are non-binding until an Agreement has been concluded. An Agreement is concluded by written confirmation from Verbrugge or when Verbrugge starts with the execution of the Services.
- 4.2 Any amendment to the Agreement by Verbrugge shall be deemed accepted by the Principal if the Principal does not reject such amendment in writing within fourteen (14) days after receipt of such amendment.
- 4.3 Verbrugge reserves its rights to novate and/or assign and/or transfer the rights and obligations resulting from these GTC's and/or any Agreement to any other party. In such case, Verbrugge shall inform Principal as soon as possible.
- 4.4 Principal is not allowed to novate and/or transfer and/or assign any right or obligations under these GTC's and/or any Agreement without prior written approval of Verbrugge.

Article 5 – Rates

- 5.1 Unless specifically agreed in writing otherwise, all rates and tariffs are in Euro's and excluding costs for packaging, V.A.T., taxes and other charges.
- 5.2 Verbrugge is entitled to adjust any already accepted rates in all fairness if - after the conclusion of the Agreement - cost-increasing factors occur that are beyond the control of Verbrugge. (Non-exhaustive) Examples are (government) measures in the area of safety, quality, the environment and taxation aspects and market developments in the area of labour and energy that had not been taken into account upon entering into the Agreement with Verbrugge.
- 5.3 If in the reasonable opinion of Verbrugge the circumstances have changed after the conclusion of the Agreement such that it is unfair to expect that Verbrugge shall (continue to) carry out the Services even against the rates that have been adjusted in accordance with article 5.2, Verbrugge shall have the right to terminate the Agreement if and insofar as this refers to the Services not yet carried out, without becoming liable to pay damages as a result.

Article 6 – Invoices and Payment

- 6.1 Unless agreed otherwise in writing, the Principal shall pay the amount invoiced by Verbrugge to Principal within thirty (30) days after the date of invoice. Payment to Verbrugge must be effected in the manner specified by Verbrugge.
- 6.2 If the Principal does not dispute or return the invoice within the payment term, the said invoice shall be considered to be undisputed.
- 6.3 The Principal shall not be entitled to invoke set off of the invoiced amount against any claim whatsoever it may on any ground whatsoever allege to have against Verbrugge. Challenging an invoice shall not suspend the payment obligation.
- 6.4 In the event of failure by the Principal to pay the invoiced amount to Verbrugge within the period for payment provided for in Article 5.1 of these GTC, the Principal shall be in default without any prior notice of default being required to that effect.
- 6.5 Any amount that remains unpaid after the due date shall, by operation of law and without prior notice of default being required to that effect, be increased by the statutory commercial interest pursuant to article 6:119a DCC from the due date until the date of full payment. In addition, any unpaid invoice shall be increased by a lump sum of 15% of the amount invoiced to cover collection via legal proceedings or otherwise, with a minimum of 150 EUR, without prejudice to Verbrugge's right to compensation for damages shown to be higher and for (judicial) recovery expenses.
- 6.6 Payments by Verbrugge or its subcontractor made on behalf of and/or for the benefit of the Principal, such as but not limited to disbursements, import duties, ocean freights and costs relating to additional services, may be invoiced separately and have to be paid promptly by Principal upon receipt of the relevant invoice.
- 6.7 All costs and/or any damage borne by Verbrugge on account of the non-availability of the Means of Transport used by or on behalf of the Principal or on account of any defect of such Means of Transport have to be compensated promptly to Verbrugge. Verbrugge is allowed to suspend its Services until such compensation has been paid.
- 6.8 All outstanding invoices and/or claims of Verbrugge shall become immediately payable if and as soon as the Principal becomes insolvent or bankrupt, is placed into administration or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the occurrence of any similar event according to the laws of its domicile, undergoes any change in its ownership or disposes all or a substantial part of its business or assets without Verbrugge's prior written consent.
- 6.9 Payment by the Principal to Verbrugge shall serve first of all for the payment of the costs, subsequently for the payment of the outstanding interest and finally for the payment of the portion of the principal amount and the accrued interest specified by the Verbrugge, despite any direction to the contrary by the Principal.

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Article 7 – Advance Payment and Suspension

7.1 Verbrugge is entitled at any time prior to, during and after performance of its Services to require an advance payment, a prepayment, an interim payment or security from the Principal for all claims by Verbrugge which Verbrugge may have or acquire against the Principal now or in the future. In the event the Principal fails to fulfill such request immediately, Verbrugge shall be entitled to suspend, interrupt or terminate the Services with immediate effect without judicial intervention and without any obligation upon Verbrugge to pay any form of compensation. The same applies when the Principals fails to perform any other obligations towards Verbrugge.

Article 8 – Services

8.1 Verbrugge is entitled to have the Services carried out in its own manner and at its own discretion. Verbrugge is free to involve third parties, either people or equipment, for the performance of the Services. The Principal shall comply with all directives and instructions relating to the execution of the Services.

8.2 If and insofar as it concerns them, Verbrugge and the Principal shall each see to obtaining and keeping all necessary permits as well as to comply with all applicable regulations. They guarantee compliance with said obligations by their staff, assistants and subcontractors.

8.3 Verbrugge has the right to suspend the Services at Principal's risk and expense in case the Goods and/or the Means of Transport do not meet the specifications as provided by the Principal. The Principal must prepare the Means of Transport and the Goods to be loaded or unloaded from it at its own expense and risk such that Verbrugge is able to carry out the Services safely, in a responsible manner and without any delay.

8.4 All information supplied by Verbrugge, such as the availability of berths and the time of execution of the Services, is not binding. The non-availability of a berthing or parking place upon arrival of the Means of Transport is considered to be a circumstance beyond Verbrugge's control. Verbrugge shall determine the order of sequence in which the Means of Transport will be loaded or unloaded and determines time and place for berthing or parking.

8.5 In case of refusal, suspension, interruption or termination of the Services, the Principal must ensure that the Means of Transport and corresponding items shall leave the Terminal upon first request thereto by the Verbrugge, for lack of which Verbrugge shall be entitled to take appropriate measures at the expense and risk of the Principal.

8.6 If the Principal sells or otherwise disposes (part of) the Goods, the Principal shall remain responsible for the obligations under the Agreement unless and until Verbrugge has accepted in writing the novation, transfer or assignment of the obligations to the third party.

Article 9 – Risk and Insurance

9.1 The Services do not entail inspection of the Goods unless this has been explicitly agreed in writing, in which case the cost of inspection and insurance shall be borne by the Principal.

9.2 The Principal is obliged to take out adequate insurance at its own expense, including but not limited to liability insurance, cargo insurance and insurance covering damage caused by the Goods and for its possible liabilities towards Verbrugge. Upon request thereto the Principal shall give Verbrugge access to the insurance policy sheet(s) concerned. Verbrugge does not take out a cargo insurance for the Goods.

9.3 The Principal guarantees packing respectively packaging that is sea-proof or appropriate for the Means of Transport (including but not limited to containers in which the goods are stowed) and subsequent handling by Verbrugge and the Principal guarantees clearly readable labelling of the Goods in accordance with the applicable regulations (concerning safety and the environment), and in case of lack thereof, in accordance with the applicable standards under current market practices and standards.

9.4 Well in time before the start of the Services, the Principal must notify Verbrugge in writing of the potential special or dangerous nature, scale and treatment of the Goods as well as, in general, provide Verbrugge well in time with all instructions and information of which the Principal is aware or ought to be aware that Verbrugge needs them in order to carry out the Services safely and responsible manner and without any delay. Any additional Services in connection with non-fulfillment of the aforementioned shall be at the expense of the Principal.

9.5 The Principal guarantees that anyone who enters the Terminal from the water or from the shore within the scope of the Services for or on behalf of the Principal shall strictly adhere to the safety regulations and other regulations applicable to the Terminal. Verbrugge is entitled to remove from the Terminal - or to order the removal of - anyone who does not adhere to - or threatens to act in breach of - such regulations or who is unwelcome otherwise in the opinion of Verbrugge.

9.6 In its legal relationships with third parties, the Principal shall include a third-party clause in favour of Verbrugge, such as a so-called Himalaya clause, which entitles Verbrugge to rely (also) on jurisdiction clauses and all limitations and exclusions of liability in favour of the Principal, including a "before-and-after"

clause, for damage, loss and/or delay of the goods (to be) transported by the Principal, which preferential treatment is accepted by the Verbrugge beforehand.

Article 10 – Liability and Indemnification

10.1 Verbrugge is only liable for:

- Any material damage to or loss of a Means of Transport and/or Transport Packing Materials that is directly or indirectly operated by the Principal in ownership, charter, lease or otherwise, only during the time when the Means of Transport and/or Transport Packing Material is located on or at the Terminal (for sea-going or inland navigation vessels this means that berthing procedure is fully completed – all fast – and the first lift has been commenced until the last lift has been completed) solely for the performance of the Services;
- Any damage to or loss of Goods to which the Services apply, from the moment of physical receipt of the Goods in the custody of Verbrugge until the moment of physical delivery of the Goods on the Means of Transport nominated by or on behalf of the Principal by Verbrugge;
- Any other Damage;

All insofar it is proven by the Principal that the damage or loss is caused by gross negligence or willful misconduct of Verbrugge itself, and for

- Personal injury or death of any person who is involved for or on behalf of the Principal during the execution of the Services, if and insofar as such damage was caused on the Terminal by Verbrugge itself.

10.2 Verbrugge shall never be liable to the Principal for any indirect loss, including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings, delay, mooring costs, waiting or safekeeping fees, environmental pollution, fines and/or penalties, and all other pure economic loss arising out of or in connection with the performance of the Services.

10.3 In any event Verbrugge shall be discharged from all liability if the Principal does not notify Verbrugge in writing of damage or loss as set forth in article 10.1, either within four weeks after the Principal has become aware of the damage, or within three months after the Means of Transport involved, the Goods or the person involved has/have left the Terminal, whichever term is shorter. All and any claims against Verbrugge shall become time-barred by the mere expiry of twelve months since said claim has arisen.

10.4 Verbrugge shall never be liable for claims below EUR 2,500 (twenty five hundred Euro) which shall be considered as Principal's own risk. Under all circumstances, the liability of Verbrugge shall be limited to the sum insured and which is actually compensated by insurers to Verbrugge increased by the deductible under the policy. Such insured sums are limited as follows:

- for damage or loss referred to in article 10.1 subsection (a) the insured liability sum of Verbrugge is limited to EUR 1,000,000 (one million Euro) per event or a series of events, which limit also applies as the annual aggregate;
- for damage or loss referred to in article 10.1 subsection (b) the insured liability of Verbrugge per event is limited to 666.67 SDR (six hundred and seventy-five special drawing rights) per package or unit, or 2 SDR (two special drawing rights) per kilo of gross weight of the Goods lost or damaged, whichever amount is the higher;
- for damage or loss referred to in article 10.1 subsection (c), the insured liability of Verbrugge is limited to EUR 5,000,000 (five million Euro) per event or series of events, which limit also applies as the annual aggregate.

In case of several claims and/or claimants per event together exceeding the maximum amounts stated, such maximum shall be allocated pro rata to the value of such claims mutually agreed or determined in court.

10.5 Upon first request thereto the Principal shall indemnify Verbrugge against any and all claims by third parties in connection with the Services where exceeding the liability of Verbrugge under the GTC's. All limitations and exclusions of liability in the GTC's in favour of Verbrugge shall also apply to its staff, independent assistants and subcontractors.

10.6 The Principal is liable for any loss and/or damaged suffered by Verbrugge by Principal's failure to properly comply in a timely manner with any obligation(s) it has under these GTC's. This also includes any loss and/or damages suffered by Verbrugge as a result of instructions given by the Principal to Verbrugge which are incorrect, inaccurate or untimely and for any failure to make the Goods available at the agreed time.

10.7 Apart from its liability under ordinary law, the Principal is also liable for all claims by whatever name concerning customs duties or similar duties and charges, fines, (negative) expenses and interest, including import duties, excise duties and expenses for removal and destruction referring to or in connection with Goods that Verbrugge possesses, has possessed or shall possess by virtue of the Services. Upon first request thereto the Principal shall fully indemnify Verbrugge against said claims and shall also furnish adequate security upon first request thereto in favour of Verbrugge or the customs authority involved, including the reasonable costs of defence.

10.8 If the Principal is liable towards third parties for damage for which the Principal wishes to have recourse against Verbrugge, the Principal shall enable the

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Verbrugge to be present or represented during the investigation into the cause and scale of such damage. The Principal must also prove that it has conducted all entitled defences in its legal relationship towards such third party in order to turn down or limit liability, unless Verbrugge has explicitly agreed in writing to the acceptance of liability by the Principal or has come to a settlement in this respect with such third party. If the Principal still fails to fulfil said obligations, Verbrugge shall be discharged from all liability.

Article 11 – Force Majeure

- 11.1 Verbrugge is entitled to suspend the Services in the event of force majeure. Verbrugge shall never accept liability for the consequences of force majeure and/or of such suspension of the Services.
- 11.2 Force majeure includes but is not limited to: a) strikes or work stoppage, lockouts, go-slow actions, lightning strikes and all other forms of industrial unrest, b) extreme weather conditions or water circumstances and natural disasters / Acts of God, c) burglary, fire, explosion and nuclear response, d) government measures, e) war, uproar, uprising, terrorism, hijacking, sabotage, vandalism and similar unrest, f) computer breakdown and power outage, hacking, g) latent defects in the equipment used by Verbrugge, h) all other circumstances that cannot be blamed on Verbrugge or that are not the responsibility of Verbrugge pursuant to the law, legal act or current market practices and standards.
- 11.3 In the event of force majeure, Verbrugge shall notify the Principal in writing as soon as possible and take all reasonable measures in order to terminate the force majeure situation as soon as possible and limit the consequences thereof.
- 11.4 All and any extra expenses caused by force majeure shall be at the expense and risk of the Principal.

Article 12 – Right of retention

- 12.1 Verbrugge has a right of retention / lien on all Goods, documents and funds it has received from and is holding for the Principal now or in the future regardless on which grounds and for whose benefit, for all and any claims Verbrugge may have or acquire against the Principal. Verbrugge is also entitled to exercise such right of retention / lien in respect of any amount or amounts the Principal still owes to Verbrugge in connection with previous legal relationships. In the event of non-payment of the claim(s) for which such rights are exercised, Verbrugge shall be entitled to sell the Goods, documents and funds in the manner prescribed by law

Article 13 – Termination

- 13.1 In case the Principal fails to fulfil any of its obligations under the Agreement, Verbrugge may, after having granted the Principal by written notice stating the nature of the Principal's breach an ultimate period of not less than fourteen (14) days in which the Principal will be allowed to remedy its breach and the Principal has failed to remedy its breach within the period so granted, terminate the Agreement with immediate effect.
- 13.2 Verbrugge is in any event entitled to terminate the Agreement in writing and/or to suspend the Services with immediate effect without prejudice to the right of Verbrugge to claim damages and without any obligation of Verbrugge to pay any form of compensation in case:
- the Principal fails to fulfil any of its obligations under the Agreement which cannot be remedied;
 - the Principal discontinues its business entirely or to a major extent;
 - the Principal loses its corporate capacity, its company is dissolved, wound up or (formally or informally) liquidated or is declared bankrupt;
 - the Principal seizes or threatens to seize any of Verbrugge's or Verbrugge's subcontractor's assets;
- 13.3 Any right of the Principal to terminate ("*ontbinden*") the Agreement is hereby explicitly excluded.

Article 14 – Anti-corruption

- 14.1 The Parties hereby undertake to comply with (and will take reasonable measures to ensure that their subcontractors, agents and/or any other persons acting on their behalf, will comply with a) all applicable laws, rules regulations related to the prevention of bribery, corruption, fraud, or similar or related activities, including but not limited to the UK Bribery Act 2010, the "Foreign Corrupt Practices Act and the regulations of the Federal Reserve Board of the USA. Each Party has the obligation to make and keep records and accounts which in reasonable detail accurately and fairly reflect transactions in accordance with the Agreement.
- 14.2 If one of the Parties (or any of its subcontractors, agents and/or any other person acting on its behalf) fails to comply with any applicable anti-corruption and/or anti-bribery legislation, the defaulting Party shall defend and indemnify the other party against any loss and/or damage (including without limitation fines, penalties or other costs) arising from such breach.

Article 15 – Sanctions

- 15.1 For the purposes of this Clause:
- "Sanctioned Activity" means any activity, service, carriage or trade subject to sanctions imposed by a Sanctioning Authority.

- "Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.
 - "Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.
- 15.2 Parties warrant that at the date of the start of the legal relationship and throughout its duration they are not a Sanctioned Party.
- 15.3 The Principal warrants that at all materials times the Means of Transport nominated by the Principal and/or subcontractors of the Principal are not a Sanctioned Party.
- 15.4 If at any time a Party is in breach of clauses 15.2 or 15.3 above, then the party not in breach may suspend performance under the Agreement, terminate the Agreement and/or claim damages resulting from the breach. The party in breach of clauses 15.2 and/or 15.3 above shall indemnify the party not in breach for any claims from third parties as a result of the breach.

Article 16 – Data Protection

- 16.1 Parties will comply with and shall process personal data in accordance with Regulation (EC) no. 2016/679 and/or any other applicable data protection legislation.

Article 17 – Confidentiality

- 17.1 For the purposes of this clause, "**Confidential Information**" shall mean any non-public information, data, or material, whether in written, oral, electronic, or any other form, that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") and is designated as confidential or would be understood to be confidential by a reasonable person given the nature of the information.
- 17.2 The Receiving Party agrees to hold all Confidential Information in strict confidence and to take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information. The Receiving Party shall not disclose, reproduce, or use the Confidential Information for any purpose other than the purpose for which it was disclosed, without the prior written consent of the Disclosing Party.
- 17.3 The obligations of confidentiality shall not apply to information that (a) is or becomes publicly available through no fault of the Receiving Party; (b) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (c) is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information; or (d) is required to be disclosed by law or by a governmental authority.

Article 18 – HSE

- 18.1 The Principal and Verbrugge consider health and safety a priority. The Parties are committed to continuously improving and maintaining their performance in the areas of safety and health for all employees and those involved in their activities.

Article 19 – Applicable law and jurisdiction

- 19.1 All legal relationships of Verbrugge and the interpretation thereof are governed by Dutch law.
- 19.2 All disputes under or in connection with the legal relationships aforementioned shall be brought before the competent court in Rotterdam.

Article 20 – Final Provisions

- 20.1 The provisions of these GTC do not prejudice the rights of Verbrugge under the law.
- 20.2 Headings above the articles are intended solely to enhance the readability of these GTC and are not a means of interpretation.
- 20.3 Provisions from the Agreement and these GTC that, by their nature, are intended to remain in effect even after the termination of the Agreement, retain their validity upon termination of the Agreement.
- 20.4 If any provision of these GTC's is declared null and void or is invalidated, the remaining provisions shall remain in effect, and the Parties shall enter into consultations to agree on a new provision to replace the nullified or invalidated provision, taking into account, to the fullest extent possible, the purpose and intent of the nullified or invalidated provision.