

GENERAL TERMS AND CONDITIONS ALLAMAN

1. Scope

1.1. These general terms and conditions of ALLAMAN, having its registered office at Noorderlaan 147, 2030 Antwerpen Belgium shall apply to all offers, deliveries, works, performances and agreements between ALLAMAN and the client (hereinafter referred to as “Client”), unless expressly agreed otherwise. All other terms and conditions are explicitly rejected.

1.2 These terms and conditions contain and govern the entire agreement between ALLAMAN and the Client, with respect to the entirety of the order(s) requested and entrusted to or by us. These terms and conditions shall be deemed accepted upon the Client’s acceptance or signature of the order form, offer or agreement, regardless of any previous correspondence and regardless of any other terms and conditions or any documents or forms of any kind on the part of the Client. Any deviation from these terms and conditions must be notified in writing and approved in writing by ALLAMAN.

1.3 Notice of these Terms and Conditions shall be given by ALLAMAN. The Client shall at all times have the opportunity to inspect the Terms and Conditions, either on the internet or in writing. In the event of poor readability or incompleteness, the Terms and Conditions will be provided by ALLAMAN to the Client on first request (via e-mail: info@Allaman.com).

1.4 If the terms and conditions are drawn up or translated into another language than Dutch, the Dutch version shall always prevail.

1.5 Deviations from these Terms and Conditions shall only be enforceable against ALLAMAN if ALLAMAN has expressly accepted them in writing. In that case, the other provisions of these Terms and Conditions shall continue to apply in full. The Client may not derive any rights from agreed deviations for other or future transactions. The application of any general terms and conditions of the Client is expressly excluded, unless otherwise agreed in writing.

1.6 ALLAMAN assumes that all agreements are concluded as B2B agreements. If this should not be the case due to the uninformedness of ALLAMAN, the Client must explicitly report this in writing at the time of the order confirmation. In this case, the current Terms and Conditions will apply as far as legally permissible.

1.7 Any voidability or nullity of a provision of the agreement and/or this text of the Terms and Conditions shall not affect the validity of the remaining part of the agreement/Terms and Conditions. Instead of the void or nullified part, that which is legally permissible and as close as possible to what the parties would have agreed upon, if they had known of the nullity or voidability, shall be deemed to have been agreed upon.

1.8 The Client may not transfer its agreement or any part thereof to a third party without the express written consent of ALLAMAN. The Client remains at all times responsible for the payment of the transferred agreement if the third party has not paid the invoice to ALLAMAN by the due date.

1.9. ALLAMAN’s activities will, in addition to these Terms and Conditions, always be governed by the relevant additional industry conditions, in particular:

- Road transport assignments carried out by ALLAMAN are co- governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention). This Convention can be found at <https://www.cb.nl/uploads/images/6041-CMR-Verdrag-Engels-A4web.pdf>.
- The execution of logistics orders in general will always be subject to the conditions of the latest version of the General Conditions of Logistics of the Logistics Cell of FEBETRA, to be found at <https://www.bitoibot./algemene-logistieke-voorwaarden>.
- Forwarding orders are governed by the then current General Belgian Forwarding Conditions, which can be found at <https://www.bito-ibot.be/algemene-belgische-expeditievoorwaarden/>. Where these Conditions deviate from the industry conditions, these Terms and Conditions will prevail.

2. Establishment of an agreement – Prices – Additional work

2.1 ALLAMAN and the Client shall determine in advance by means of works specifications the price to be attached to a particular order.

2.2 ALLAMAN's prices shall remain valid until the validity date stated in the offer and may always be adjusted to the market situation and/or the validity date of the subcontractor / carrier. Additional works necessary to carry out the order shall be presumed to have been ordered and accepted by the Client at the same price arrangement as provided for in the quotation.

2.3 Unless otherwise stipulated in the offer, the prices shall apply to transports carried out during the normal working week. For performance on Saturdays, Sundays and public holidays, a surcharge may be charged when the order is executed. Freight charges and transportation charges are payable by the Client. In the case of a transport where the Client indicates that payment will be made by the consignee, the Client and the consignee are jointly and indivisibly liable for payment.

2.4 Prices are personal and cannot be given to third parties for inspection without ALLAMAN's permission, nor can third parties rely on their content.

2.5 Prices exclude VAT and any other taxes and levies, unless stated otherwise. If these taxes and charges increase after the conclusion of the agreement, this may be passed on to the Client. All prices and other amounts are expressed in euros.

2.6 ALLAMAN's prices, as stated in ALLAMAN's offers, are established on the basis of the tariffs, official rates, wages and social security charges valid on the date on which the offer is drawn up. They are always indexable by ALLAMAN, even without the Client's prior agreement, if the market prices or the parameters for their calculation at the time of invoicing have risen by at least 5%.

3. Scope of the order – Cancellation

3.1 Any change, addition or omission with respect to the orders as described in the specifications/order form/offer/agreement, must be the subject of an addendum to the order form/offer/agreement. In their absence, they shall always and irrevocably be deemed to have been delivered or executed in accordance with the Client's verbal instructions.

3.2 Any written confirmation or notification from ALLAMAN concerning a change, addition or omission from the orders as described in the specifications/order form/quotation/agreement, shall be irrefutable, accepted and irrevocable on the part of the Client in the absence of Client's written comments within 24 hours from the dispatch of the notification or confirmation by ALLAMAN.

3.3 Once the order has been confirmed after notice of the specifications, a fixed compensation of 30% of the stipulated contract price shall always remain payable by the Client in the event of subsequent cancellation of the order. For all cases where the order does not go through or is cancelled by the Client, the Client undertakes to pay ALLAMAN compensation equivalent to 30% of the freight charges. If the cancellation is notified less than 72 hours before the day of execution, this compensation shall increase to 75% of the freight charges and in case of cancellation on the very same day of the ride, it shall amount to 100% of the freight charges. In addition, the Client shall be obliged to repay in full all expenses already incurred or those still to be incurred for orders already made, upon presentation of the necessary documentary evidence by ALLAMAN.

4. Force Majeure

4.1 ALLAMAN shall not be obliged to fulfil contractual obligations whose performance has become impossible. In any event, ALLAMAN shall not be liable for non-performance of its contractual obligations or consequent damage of the Client as a result of wars and their consequences, strikes, pandemics or similar, total or partial stagnation of transport, electricity and telecommunication disturbances, business disturbances, non-performance and/or force majeure of its suppliers, licensing requirements, other legal and administrative requirements, freight shortages and weather conditions, all of which shall be considered force majeure.

4.2 If the force majeure situation lasts or threatens to last longer than 3 months, ALLAMAN shall be entitled to terminate the agreement immediately by registered letter, without a prior appeal to a court and without any damages or other compensations. In such a case, ALLAMAN shall be entitled to the payment by the Client of all services already rendered and of the costs already incurred with a view to the future performance of the agreement.

4.3 The failure of ALLAMAN to comply with its contractual obligations as a result of such force majeure situations shall not constitute grounds for the Client to break, rescind or suspend performance of the Agreement, nor shall it entitle the Client to a reduction in price or to damages.

5. Transportation assignments: general

5.1 The Client must always give as much detail as possible about his orders. The correct weight and dimensions of the load must be specified. If the cargo consists of several parts, the Client must specify the correct dimensions and weight of each part. Certain characteristics which are of a nature to ensure the preservation, dispatch, arrival or delivery of the cargo at its

destination, such as for example an asymmetrical centre of gravity, a particularly sensitive or fragile part of the cargo, an ADR product, etc., must be notified by the Client in advance. ALLAMAN shall not be expected to verify the accuracy of the information provided by the Client.

5.2 The Client shall specify in advance whether the cargo is packaged or not. In case of packaging, the type of packaging shall be precisely described.

5.3 Unless otherwise stipulated in the order, ALLAMAN shall, on the basis of the information provided, select the most suitable means of transport for the transportation of the cargo. If, due to incomplete or incorrect information provided by the Client, the vehicle ultimately proves to be unsuitable, the Client commits to paying extra for the costs incurred unnecessarily and the loss of use of the vehicle used. In this case, the Client shall bear all the adverse consequences of any delay in the delivery of the good.

5.4 Unless otherwise expressly stipulated, the sender shall be responsible for the loading and stowage of the goods while the consignee shall be responsible for the unloading. If certain loading or unloading equipment is not on site in time, the Client is responsible for paying for additional waiting times incurred by the driver.

5.5 The Client shall specify the time of delivery as accurately as possible, in consultation with the consignee, so that unloading is not delayed.

5.6 The Client accepts that ALLAMAN may use third parties to carry out the loading, stowage and unloading of the goods, even if these tasks were assigned to ALLAMAN. They shall then act as commission agents for the Client so that the Client must address these third parties directly in the event of poor execution of the orders assigned to third parties. Where ALLAMAN makes use of employees/third parties for the execution of the transport, it shall continue to bear full responsibility in accordance with Art. 3 of the CMR Convention.

5.7 A C.O.D. clause shall always constitute a separate agreement with the Client. The clause must be expressly accepted by a person responsible for ALLAMAN (not the driver) prior to transport and will be the subject of additional compensation for ALLAMAN.

5.8 In the event of a dispute about possible transport damage, the Client may never deduct the damage from freight invoices that do not relate to the transport during which the damage would have occurred.

5.9 The sender and the consignee shall give all cooperation to the driver. The sender shall sign the consignment note at the first request, even if the driver would have made reservations on the consignment note. In case of non-signature, ALLAMAN shall be entitled to cancel the transport immediately and it may charge a cancellation fee as provided for in Art. 3. The consignee shall sign the consignment bill when unloading the goods. A consignment bill that has not been signed is deemed to be a signed consignment bill if the driver has indicated on the consignee's copy that he refused to sign and if, in addition, it is proven that the goods were unloaded by or in the presence of consignee's employees.

5.10 The Client shall be liable, and shall indemnify ALLAMAN at first request for any damages or losses: in connection with the order given to ALLAMAN, as a result of the nature of the goods and their packaging, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to make the goods available at the agreed time and place, as

well as the failure to provide documents or instructions on time, and the fault or negligence in general of the Client and the third parties engaged by them; for costs and expenses in the amount of which ALLAMAN is sued by authorities, third parties or executing agents, unless the Client demonstrates that such claim was directly caused by an error for which ALLAMAN alone is liable; in the context of the order given to ALLAMAN: for costs and expenses in the amount of which ALLAMAN is held liable when ALLAMAN has any personal or joint liability under laws or regulations for the payment or discharge of customs duties or other tax debts.

6. Acting as a commission forwarder

6.1 ALLAMAN shall, pursuant to the Belgian Act of 26 June 1967, act as a commission agent whenever, in its own name but on the instructions and for the account of the Client, it organises the handling, storage, transport and further distribution of the goods and/or is responsible for the administrative processing of the import and export of goods. When ALLAMAN, in connection with the organisation of an exceptional transport, submits applications for obtaining the necessary licences, it always acts on behalf and at the expense of the Client. Thus ALLAMAN only enters into an obligation of means. ALLAMAN is therefore only liable for errors or omissions committed by itself or its subordinates, with the exclusion of acts committed by third parties.

6.2 Compensation for the harmful consequences of its errors or omissions that it may be liable for shall be limited, in its capacity as commission agent, to a maximum of EUR 2,500.00 per assignment entrusted to it. Only in the case of proven intentional acts on ALLAMAN's part shall it indemnify all possible proven damages without limitation.

6.3 Unless otherwise agreed, ALLAMAN shall not be obliged to guard or arrange for the guarding or insurance of the goods to be shipped.

7. Acting as a carrier

7.1 ALLAMAN shall act as a carrier from the moment that it undertakes to carry out the transport itself. The mandatory provisions of the CMR Convention shall then always apply, irrespective of whether international or national road transport is involved or whether heavy, exceptional transport is involved. The sender and the consignee are always responsible for loading and stowing the goods and for unloading them. Even if the driver is present during the loading and even helps with the loading, stowing or unloading, he/she will still be acting entirely under the authority, guidance and supervision of the sender and/or the consignee respectively.

7.2 ALLAMAN exonerates itself from any other liability (direct or indirect) except as provided for in the CMR Convention and any other mandatory regulations. ALLAMAN therefore bears no liability whatsoever for damage or delay arising during the loading and unloading of the goods (including due to thawing).

7.3 The Client hereby acknowledges that it is aware of the CMR limitation in case of damage to the cargo. ALLAMAN has taken out CMR insurance for all its transports. If the Client wishes to obtain a higher compensation, ALLAMAN may take out additional coverage provided the Client declares the importance of the good, as regulated by the CMR Convention.

8. Complaints concerning advances or billing

8.1 In order to be valid, any complaint concerning advances, payments and invoices must be made by registered letter to the head office of ALLAMAN within ten calendar days of the date of dispatch of the invoice, bill or statement of expenses. The date of invoice shall be deemed to be the date of dispatch of the invoice.

8.2 Payment of the invoice without protest within the stipulated period shall always and without exception provide sufficient proof of the services rendered. Proof of sending the invoice is provided by our outgoing invoice book or inclusion in VAT returns.

9. Electronic Invoicing

9.1 ALLAMAN's original invoices will be delivered electronically via the e-mail address obtained from the Client. If the client wishes to receive a copy of his invoice on paper, this can be done against a fee (€10,00 per invoice) via a simple request to accounting@ALLAMAN.com.

10. Terms of payment

10.1 All invoices shall be payable in cash (unless otherwise expressly agreed in writing) on the due date indicated in the invoices. Agents are not authorized to receive payments, unless otherwise stipulated in binding documents between the parties, or a due date is mentioned on the invoice.

10.2 The Client shall not be entitled to set off debt against ALLAMAN. 10.3 ALLAMAN shall be entitled to apply Debt Transfer upon written notice to both parties.

10.4 The various claims of ALLAMAN against the Client, even if they relate to different shipments and to goods no longer in ALLAMAN's possession, shall constitute a single and indivisible claim in respect of which ALLAMAN may exercise all of its rights and privileges.

10.5 Any objection concerning an order that has been executed (in part) must be made within eight days of its execution. It must be done by registered letter and must be motivated as described in the law.

10.6 In the event of non-payment on the due date, interest will be payable, ipso jure and without prior notice, at the rate of 12% per annum. In addition, in the event of full or partial non-payment of the debt on the due date, a fixed compensation of 10% of the invoice amount will be payable, ipso jure and without notice of default, with a minimum of EUR 350.00 per invoice. If, after the expiry of a further payment term set in a written reminder, payment is still not received, the Client shall be liable to pay a penalty equal to 15% of the principal amount due by the Client to the User including 21% VAT, irrespective of whether ALLAMAN has incurred extra-judicial collection costs and without prejudice to ALLAMAN's right to claim compensation.

10.7 If the Client fails to pay the amount determined in accordance with the invoice in principal and amount due within the aforementioned period, the full amount of all outstanding invoices shall also be payable to ALLAMAN without further notice of default. Without prejudice to ALLAMAN's other rights under this article, the Client shall be obliged to reimburse ALLAMAN for the costs of collection incurred by ALLAMAN and which go beyond the sending of a single summons or the mere making of a – not accepted – proposal

for settlement, the obtaining of simple information or the compilation of the file in the usual manner. These costs will be determined on the basis of the guidelines for this purpose at the courts that are in place at the time.

10.8 The Client grants ALLAMAN a conventional right of retention and lien on all goods, containers and trailers and this until payment of all overdue amounts that the Client still owes ALLAMAN, even if these amounts have a different cause than the transport order given.

10.9 V.A.T. and all other taxes, duties, levies or costs are always payable by the Client. If there is a VAT adjustment, ALLAMAN shall be entitled to make this adjustment on all invoices concerned.

11. Confidential Information

11.1 The parties shall keep strictly confidential all information, whether obtained orally or in writing, in any form whatsoever, which may reasonably be assumed to be confidential, and shall not disclose it to any third party without the prior, express and written consent of the other party except in case this is required by law or judicial authorities. In the latter case, the disclosing party shall immediately inform the other party.

11.2 ALLAMAN will have the right to disclose the existence of the agreement with the client for publicity and other commercial purposes.

12. Non-solicitation

12.1 During the term and for 12 months after the termination of the agreement, the Client shall not employ, recruit or approach, directly or indirectly, ALLAMAN's employees, consultants, representatives or subcontractors or their personnel, involved in the performance of the agreement, regardless of their status, for the purpose of recruitment or direct or indirect cooperation under any form.

This on penalty of payment of non-reducible damages of EUR 30,000.00 per employee or incident involved without prejudice to our right to claim higher damages if necessary. The parties consider this to be an estimate of the reasonable damage resulting from a violation of this article.

13. Intellectual and other Property Rights – Personal Data.

13.1 Any intellectual or other property right (whether registered or not) in works, goods or services owned, used or created by ALLAMAN, its employees, consultants or subcontractors in connection with the performance of the agreement (including software, materials, technology, skills, know-how and information relating to the use thereof) shall remain the exclusive property of ALLAMAN and/or its licensors, as the case may be. The provision of goods or services by ALLAMAN to the Client does not constitute a transfer of any such right. The fees paid by the Client do not constitute payment for the transfer of any such right.

13.2 The Client expressly acknowledges ALLAMAN's full ownership of the ALLAMAN brand name, the ALLAMAN trade name, the ALLAMAN.com domain name and the copyright and other intellectual rights in the ALLAMAN name, ALLAMAN logos and other graphic branding and the content of the www.Allaman-logistics.com website.

13.3 The Parties shall process, use or store personal data only for legally permissible purposes in compliance with applicable law.

14. Disputes and applicable law

14.1 The Conditions are governed by and have been drawn up under Belgian law. The application of the Vienna Convention of 11 April 1980 is explicitly excluded.

14.2 In case of dispute, only the courts of the judicial district of Antwerp, Antwerp Division, are competent, either the Antwerp Business Court – Antwerp Division, or the Court of First Instance Antwerp – Antwerp Division, or the Vredegerecht (justice of the peace) Seventh Canton Antwerp. In addition, the courts mentioned under article 31, paragraph 1 of the CMR Convention will also be competent.

