

Within Reach International – General Terms and Conditions

Article 1 - FORWARDING – ARRANGING THE TRANSPORT OF GOODS PURSUANT TO SECTION 8:60 OF THE DUTCH CIVIL CODE

These terms and conditions shall govern all offers presented by and Agreements (including any future Agreements) concluded with the *private company with limited liability*, Within Reach International ('WR International'), as well as any *de facto* or legal act which is the result of or is related to any future or other Agreement. **WR International shall fulfil any order solely at the risk and expense of the relevant Client and assumes that such Client is aware of or has obtained information about all of the risks and any liability pertaining to the international transport of Goods.** WR International shall fulfil an order pursuant to an agreement governing the transport of goods (forwarding pursuant to Section 8:60 of the Civil Code). **As such, WR International shall act as an agent for the purposes of the transport of Goods. Under no circumstances does WR International transport Goods itself and, as such, it may not be deemed to be a transporter, even where an all-in fee applies.** WR International has its statutory registered office in Utrecht, the Netherlands, and is registered with the Chamber of Commerce under Number 30242841. The application of any general terms and conditions employed by a Client is explicitly precluded.

Article 2 - Definitions

The following capitalised terms bear the meaning assigned to them:

Agreement:	any agreement concluded (verbally or In Writing) for the purposes of arranging the transport of certain goods between WR International and a Client, which is at any rate deemed to include any arrangements set out in email or other correspondence, quotations, invoices, WhatsApp messages and the provisions of these general terms and conditions;
In Writing/Written:	in written form, which is also deemed to include by email and through instant messaging (such as WhatsApp);
Client:	any natural person or legal entity with whom or which WR International enters into an agreement to arrange the transport of Goods;
Third Party:	any natural person or legal entity – not being a member of WR International's staff – who or which is engaged by or on behalf of WR International for the purposes of executing an Agreement;
Notice Confirming an Order:	a notice confirming an Agreement between WR International and a Client, including the relevant invoice setting out the specifications;
Goods:	any goods which are supplied by an assistant or Third Party engaged by WR International for the purposes of executing an Agreement;
Loss:	all damages, loss of value and loss.

Article 3 - WR International's core operations

- 3.1 WR International shall arrange the transport of Goods for its Clients. For this purpose WR International shall engage various Third Parties on behalf of a Client to take care of transport from A to B by land, sea or air at the Client's risk and expense, including any Customs formalities which may be required.
- 3.2 WR International shall be at liberty to make its own selection of Third Parties, including transporters, who are to be engaged to fulfil an order.
- 3.3 In accordance with Article 19.2 of these terms and conditions, WR International shall not be liable for any Loss which is suffered pursuant to an act or omission on the part of any Third Party whom it has engaged.

- 3.4 WR International shall have the power to consent to the general or other terms of a Third Party on behalf of a Client for the purposes of executing the relevant Agreement. When first requested to do so by a Client, WR International shall provide the latter with a copy of any terms and conditions to which it has consented.
- 3.5 Insurance shall only be taken out to cover the risks involved in the transport of Goods, such as the destruction or Loss of any Goods that are transported or any Loss occasioned by the Goods that are transported, after the relevant Client explicitly issues instructions to do so In Writing and WR International has consented to the order in question. For the precise nature of the cover as well as the insured amount you are referred to the insurance policy, which WR International shall present when first requested to do so.
- 3.6 WR International shall not conduct any legal or arbitration proceedings against any Third Party on behalf of a Client or at the latter's request.
- 3.7 WR International shall be entitled but shall not have a duty to take any action which it deems necessary in the interests of a Client on its own authority but at that Client's risk and expense. WR International shall inform the Client beforehand or, should it be impossible to do so, as soon as it is possible to do so. WR International shall also inform the Client of the cost of any action that has been taken.

Article 4 - Conclusion of an agreement

- 4.1 Any offer made by WR International shall be free of obligation. An Agreement, as well any amendment thereof or addendum thereto, shall only be concluded as soon as WR International confirms this In Writing or where it commences the *de facto* execution of the Agreement.

Article 5 - Fees and payments

- 5.1 A Notice Confirming an Order issued by WR International shall contain a breakdown of the relevant fees and/or work (to be carried out by a Third Party or otherwise). In the event that specific fees and/or work (to be carried out by a Third Party or otherwise) is or are not included in the specifications, they shall *not* constitute part of the quoted price or Agreement.
- 5.2 An all-in fee shall be deemed to include all of the costs which are normally incurred for the purposes of executing an agreement. This shall not include the payment of Customs or other duties or taxes, the cost of insurance premiums, any bank guarantee or expenses incurred for unforeseen, unusual or incidental work or occurrences, such as but not confined to the cost of Customs or other inspections. Any costs which WR International has explicitly precluded shall not be included in an all-in fee.

Article 6 - Price increases and extraordinary expenses

- 6.1 A quotation or invoice (for an all-in fee or otherwise) shall be prepared on the basis of the fees and prices applicable at the time when this occurs. In the event that for any reason whatsoever the relevant prices increase or are raised between the time when a quotation or invoice is issued or the time of payment, on the one hand, and the time when the relevant Agreement is executed, on the other, WR International shall be entitled to charge the relevant Client for such price increase. In this respect it shall be irrelevant as to whether WR International could or could not have foreseen that price increase. In so far as is possible, WR International shall consult the relevant Client about such additional costs and possible alternatives. In so far as WR International is required to make an additional effort or perform extra work, it may charge a reasonable fee for this.
- 6.2 A Client shall be liable for any exchange rate fluctuations.
- 6.3 The relevant Client shall be liable for any costs which are incurred due to work being performed outside the normal working hours in the country in which loading and unloading occurs (in respect of which weekends, Sundays, public or religious holidays, evenings and nights shall at any rate not be deemed to constitute normal working hours).
- 6.4 Any expenses which are incurred pursuant to a delay (such as demurrage or waiting costs) shall be borne by the relevant Client.

Article 7 - Terms of payments

- 7.1 Invoices shall be paid immediately after they are received and/or before WR International starts to carry out the relevant work. A Client shall be liable for the cost of payment.
- 7.2 WR International shall be entitled to suspend work until an invoice is paid in full. A Client shall itself be liable for any direct, indirect or consequential Loss which is suffered due to late payment or failure to effect payment pursuant to an Agreement along with any related suspension of work by WR International.
- 7.3 Any damage to Goods or otherwise shall not affect the relevant Client's financial obligations.
- 7.4 A payment shall be deemed to have been made to discharge the longest outstanding debt.
- 7.5 In the event that WR International proceeds to collect an amount payable to it, the relevant Client shall have a duty to pay for all of the judicial and extrajudicial debt collection and other expenses which WR International has actually incurred. Payment for expenses incurred shall not be confined to any order to pay costs issued by a court of law. Extrajudicial debt collection costs shall be deemed to comprise no less than EUR 150.00.
- 7.6 Where a joint order is placed, the relevant Clients shall be severally liable for payment of the invoiced amount, any interest due and costs.

Article 8 - Accuracy of information

- 8.1 A Client shall guarantee the timely supply of accurate, comprehensive information or documentation which WR International requires for the purposes of carrying out its work, even if supplied by a Third Party on the Client's behalf.
- 8.2 WR International shall assume that the aforementioned information is accurate and complete for the purposes of executing an Agreement (which includes handling Customs declarations) in the absence of any duty to investigate whether this is the case. Nevertheless, WR International shall be entitled to conduct further investigation should it appear to it to be advisable to do so. A Client may only provide information to WR International which they are able to substantiate with proof. A Client shall undertake to present such proof when WR International first requests that it do so.

Article 9 - Insurance

- 9.1 Insurance shall only be taken out to cover the risks involved in the transport of Goods, such as the destruction or Loss of any Goods that are transported or any Loss occasioned by the Goods that are transported, after (a) the relevant Client explicitly issues instructions to do so In Writing, (b) the Client supplies all of the information and documentation required for that insurance, and (c) WR International explicitly consents to the order concerned In Writing. *You are referred to the insurance policy, which WR International shall present when first requested to do so, for the precise nature of the cover as well as the insured amount.*
- 9.2 WR International shall take out any insurance with AON. WR International shall not be liable for the solvency of an insurer or any intermediary.
- 9.3 The fee which WR International will pass on shall consist of the relevant insurance premiums which AON charges and WR International's brokerage fees.
- 9.4 A Client shall be deemed to be aware that, should they fail to issue instructions for insurance to be taken out, WR International shall not do so of its own accord. A Client shall also be deemed to be aware that the international transport of Goods may involve risks. For a more detailed (but concise) explanation of such risks WR International refers you to its website as well as the terms and conditions set out in the relevant bill of lading and/or CMR.
- 9.5 In the event that the transport of Goods is insured on behalf of a Client, this shall only cover those routes which WR International arranges. Any route which is not covered by an Agreement between WR International and a Client, for example – but not confined to – any route which the Client arranges themselves or which is arranged by a transporter directly engaged by the Client shall not be covered. A Client shall be required to take out insurance themselves for this purpose, should they require this.

Article 10 - The Goods

- 10.1 A Client shall warrant that any Goods supplied comply with the relevant legislation and regulations, including but not confined to those regulations governing intellectual property, and local criminal and environmental regulations.
- 10.2 A Client shall be required to place the relevant Goods at the disposal of WR International or any Third Party designated by it at the place and time and in the manner agreed to.
- 10.3 Any Goods must be packed properly in a manner that is appropriate for the type of Goods involved.

Article 11 - Delivery

- 11.1 Any agreed delivery time shall be indicative and a Client may not derive any rights from it. Subject to any other arrangements that are explicitly agreed to, no deadline shall be material.

Article 12 - WR International's discretionary powers

- 12.1 In the absence of any other instructions explicitly issued by the relevant Client, WR International shall be at liberty to choose the route and manner of shipment. In this respect WR International shall be at liberty to consent to the documents, and the terms and conditions which are customary in the case of the relevant transporter without any further consultation.

Article 13 - Customs work

- 13.1 WR International shall only carry out Customs work, provided that it has explicitly confirmed this In Writing.
- 13.2 A Client shall warrant that any information to be supplied is accurate, complete and timely. In the event that WR International suspects that such information is not accurate, complete or timely, it may terminate the relevant separate section of the order and halt its fulfilment without it having a duty to provide compensation for any Loss.

Article 14 - Other work and measures

- 14.1 Any other work, such as but not confined to arranging for Goods to be inspected, weighed and measured, shall only be carried out after the parties have explicitly agreed to same In Writing. WR International may charge a fee for this.

Article 15 - Tendering of security by a Client

- 15.1 When first requested to do so by WR International, a Client shall have a duty to tender security for whatever they owe or will owe WR International. This obligation shall also apply in relation to any costs which WR International incurs for a Client, such as any fee paid to a Third Party.
- 15.2 WR International shall not have a duty to tender security from its own funds for the purposes of executing an Agreement. A Client shall be liable for any Loss which is suffered due to the Client failing to effect payment or to tender security in good time. In the event that WR International uses its own funds to tender security, the relevant Client shall have a duty to ensure the immediate payment of the amount in question (plus any costs and legally stipulated interest as of the date on which security is tendered) to WR International.
- 15.3 WR International shall not have a duty to provide indemnification or to tender security (because of the absence of the appropriate documents or otherwise). In the event that WR International nevertheless does this, the relevant Client shall indemnify it against the consequences of doing so.
- 15.4 Should the parties fail to agree on the amount of settlement, the relevant Client or anyone seeking delivery shall be required to tender security for the amount that is in dispute.



Article 16 - Payment by a Client for any additional or extra expenditure

- 16.1 A Client shall be required to pay WR International for any additional or extra expenditure which is incurred for the purposes of executing an Agreement (such as but not confined to any sum or fine that is imposed by a public authority which is or subsequently becomes payable). This obligation shall also include a situation in which the relevant costs are paid for through a Third Party.

Article 17 - Security

- 17.1 WR International may refuse to surrender any Goods, also to a Third Party.
- 17.2 WR International may rely on a lien in relation to any Goods, documents or monies (or their surrender), even where the relevant claim does not pertain to the Goods in question.
- 17.3 WR International shall hold a pledge of any Goods, documents and monies which it has or will have under its control to secure all of the claims which it has or will have against a Client or the owner of the Goods. A Client shall warrant that they have authorised anyone who places Goods at the disposal of WR International on their behalf to pledge the relevant Goods on their behalf.
- 17.4 Unless the parties agree otherwise, in the event that WR International proceeds to sell any of its collateral pursuant to a pledge, such sale shall occur in accordance with the provisions of the law. The Client shall be liable for any costs involved in the sale.

Article 18 - Setoff

- 18.1 The setoff of any claim which a Client has against WR International shall not be permitted.

Article 19 - Liability of WR International

- 19.1 An Agreement shall be executed at the relevant Client's risk and expense.
- 19.2 Under no circumstances shall WR International be liable for any Loss which is suffered due to an act or omission on the part of anyone other than WR International. Section 6:76 of the Dutch Civil Code shall not apply.
- 19.3 Liability for Loss may only apply where such Loss has been suffered pursuant to work carried out by WR International but only provided that the relevant Client can prove that the Loss was suffered due to a deliberate act or omission, or wilful recklessness on the part of WR International or any of its managerial staff.
- 19.4 WR International's liability shall be confined to any direct Loss subject to a maximum equivalent to the sum of the fees which WR International has charged or is to charge, subject to the proviso that this sum shall never amount to more than €10,000.00 (ten thousand euros) in the case of each occurrence. A series of related occurrences occasioned by the same cause (of the Loss in question) shall be deemed to constitute a single occurrence. Overall liability for any Goods that are transported using the same transport facility shall amount to no more than €10,000.00 (ten thousand euros) taken together irrespective of the number of invoices which WR International prepares or has prepared for that transport.
- 19.5 Compensation for any Loss shall never exceed the invoice or market value of any Goods that are damaged or lost (subject to the maximum stipulated in Article 19.4). A Client shall be required to account for any invoice or market value that is mentioned.
- 19.6 Under no circumstances shall WR International be liable for any indirect Loss, which is deemed to include Loss of earnings, foregone savings, a Loss due to the disruption of business, consequential Loss or any other indirect Loss which is due to a failure on the part of WR International to effect performance or to do so timely or properly. How such Loss occurs shall be irrelevant in this respect.
- 19.7 WR International does not possess any specific expertise in relation to Goods and their characteristics. Liability for any Loss which is suffered pursuant to a statement which WR International has issued in relation to the relevant Goods (concerning their conditional quality, for example) shall be precluded.

Article 20 - Assistance for Client in the case of Loss

- 20.1 In the event that a Client suffers a Loss due to an act or omission on the part of anyone other than WR International, the latter shall provide the Client with any information which it has at its disposal or which is known to it (including any agreement or applicable terms and conditions) concerning the transport of the Goods in question.
- 20.2 Where required, WR International shall help a Client obtain compensation from any party that is liable. WR International shall have a duty of care in this respect. Should WR International's efforts be of no effect, it shall advise the relevant Client to engage an adviser who is an expert in relation to the matter concerned. WR International may charge a Client a reasonable fee for its efforts.

Article 21 - Client's liability

- 21.1 A Client shall be liable for any direct or indirect Loss which is suffered due to an act or omission on their part. 'Loss' in this article is deemed to refer but is not confined to direct Loss, loss due to the disruption of business or any other consequential loss or loss in the form of a fine or interest.
- 21.2 A Client shall indemnify WR International against any third-party claim, which is deemed to include a claim made by a Third Part or any subordinate of the Client or WR International pursuant to the transport of Goods.
- 21.3 Any claim made by a Client for compensation pursuant to a wrongful act shall be confined to the maximum referred to in Article 19(4).

Article 22 - Force majeure

- 22.1 For the purposes of these general terms and conditions *force majeure* shall be deemed to include any non-compliance which cannot be attributed to WR International, because the latter cannot be held to be at fault for it, nor is it liable pursuant to the law, any legal act or generally accepted standards (Section 6:75 of the Civil Code). This is also deemed to include any circumstances which WR International is unable to avoid and whose consequences it is unable to prevent from occurring.
- 22.2 In the event that WR International is unable to comply with its obligations pursuant to an Agreement or to do so properly or on time as a result of *force majeure*, those obligations shall be suspended until such time as it is capable of complying with the Agreement as agreed.
- 22.3 The relevant Client shall be liable for any additional or extra costs which are incurred due to *force majeure*, such as any additional storage fees. The Client shall be required to pay WR International for such costs when first requested to do so.

Article 23 - Termination of an Agreement

- 23.1 WR International may terminate an Agreement with immediate effect (cancellation or annulment at WR International's discretion) without observing a term of notice in the following situations:
- a) the relevant Client is declared bankrupt or has applied for a moratorium on payments;
 - b. although not bankrupt, the relevant Client has offered a composition;
 - c. a significant proportion of the relevant Client's assets has been attached or the Client loses the power of disposal over those assets in some other way;
 - d. the relevant Client is dissolved or liquidated;
 - e. the relevant Client closes down all or part of their business.
- 23.2 Upon the termination of an Agreement (through its cancellation or annulment) WR International's current and future claims shall fall due in their entirety immediately in a situation referred to in Clause (1)(a) to (e) of this article.

- 23.3 In the event that WR International or a Client fails to comply with their obligations, the other party shall be entitled to cancel the relevant Agreement after giving Written notice of this citing the reasons for it and stipulating a reasonable deadline for compliance. A reasonable deadline for compliance shall be deemed to comprise seven (7) days in the case of a Client and thirty (30) days in the case of WR International. In the event that WR International's business operations are disrupted or interrupted by the stipulation of such a deadline, WR International may shorten or suspend such deadline subject to a term of notice.

Final provisions

Article 24 - Prescription and extinction

- 24.1 Any claim against WR International shall lapse upon the expiry of eighteen (18) months.
24.2 The aforementioned period shall commence:
- on the day after the disadvantaged party became aware of the relevant Loss;
 - on the day after the relevant claim falls due;
 - in the case of a claim pursuant to Loss occasioned by the Loss of, damage to or impairment of Goods, the day after those Goods are or should be delivered.

Article 25 - Governing law, competent court of law and prevailing version

- 25.1 An Agreement shall be solely governed by and construed in accordance with the law of the Netherlands.
25.2 The place in which WR International has its head office (Driebergen-Rijsenburg, the Netherlands) shall be deemed to be the place of settlement and claims handling.
25.3 These terms and conditions shall not affect the provisions of mandatory law set out in Sections 8:61 to 8:63 of the Civil Code.
25.4 Any dispute shall be adjudicated by a competent court of law in the district of Rotterdam, the Netherlands.
Arbitration shall be precluded.
25.5 These terms and conditions have been translated from Dutch into English. In the case of any discrepancy, conflict or ambiguity the Dutch text shall be binding.

Article 26 - Third-party clause

- 26.1 In the event that a Third Party, including any member of staff of WR International, is held liable pursuant to the execution of the relevant Agreement, they may rely on that Agreement, any defence set out in such Agreement or the implications which the Agreement has for the parties as though they were themselves party to the Agreement.
26.2 Article 21.3 shall apply *mutatis mutandis* in respect of any claim made by a person or entity that is not party to such Agreement.

Article 27 - Nullity remediation clause

- 27.1 In the event that one or more provisions of an Agreement or these terms and conditions, in particular, are fully or partially null and void, invalid or unenforceable irrespective of the implications this may have, this shall not affect the validity of the other provisions of that Agreement or these terms and conditions, in particular. Such a provision shall be amended in such a way that it is possible to rely on it while abiding by the parties intentions in relation to the original provision as far as possible.