

**GENERAL TERMS AND CONDITIONS OF SALES, DELIVERY AND  
PAYMENT**

**OF**

**the private limited liability company**

**SKY Logistics  
B.V. Dirk  
Storklaan 61  
2132 PX Hoofddorp**

**Chamber of Commerce registration no. 34191723**

**MARCH 2022**

## **ARTICLE 1: APPLICABILITY**

**a.** These Terms and Conditions shall be applicable to all offers, sales and deliveries made by SKY Logistics B.V. (Chamber of Commerce registration no. 34191723), hereinafter referred to as SKY Logistics B.V., to third parties, to all activities performed by SKY Logistics B.V. on behalf of third parties, as well as to all agreements in the broadest sense of the word entered into by SKY Logistics B.V. with third parties.

**b.** These conditions apply both in and outside the Netherlands, irrespective of the place of residence or registered office of the parties to any agreement, and irrespective of where the agreement has been concluded or should have been implemented.

**c.** In addition to these General Terms And Conditions, SKY Logistics B.V. shall also be entitled, at its own discretion and at any time it wishes, to invoke the CMR conditions and General Transport Conditions, the Hague Rules of 1924, the Hague-Visby Rules, the Hamburg Rules, the Warsaw Convention, the Hague Protocol, the Montreal 4 Protocol, the Montreal Convention, the Cotif, the Mannheimer Akte, the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway of 2001 and/or other current conventions relevant to the nature of its transactions with the other party, in which case the provisions set out in these General Terms and Conditions shall, in the event of contradictions, inadequacies or otherwise, prevail over the other conditions, rules and conventions referred to above, to the extent that the provisions contained in these General Terms and Conditions are not in conflict with any laws and/or regulations of a government authority governing the transaction. However, SKY Logistics B.V. shall be entitled, at its own discretion and at all times, even without prior notice, to opt for the applicability of one or more articles and/or provisions mentioned in the aforementioned conditions, rules and/or conventions, instead of the articles and/or provisions mentioned here in these General Terms and Conditions.

**d.** If the other party uses other General Terms and Conditions, such as purchasing conditions, these shall not be binding for SKY Logistics B.V. shall not be applicable, and are hereby expressly rejected by SKY Logistics B.V.

**e.** Any deviations from these General Terms and Conditions applied/allowed at any time by SKY Logistics B.V. for the benefit of the other party shall never be construed as the latter's right to appeal to it later or to claim the application of such deviation for them as an established fact.

**f.** If the other party takes note or could have taken note of these General Terms and Conditions in another language than the Dutch language and differences in interpretation arise from the respective versions, the Dutch version shall prevail over the version in the foreign language, unless SKY Logistics B.V. expressly waives this in writing.

## **ARTICLE 2: OFFERS**

**a.** All offers and quotations are non-committal, unless explicitly stated otherwise. They have been made to the best of SKY Logistics B.V.'s knowledge and are based on data that may have been provided on the request for an offer.

**b.** The specifications provided by SKY Logistics B.V. in images, on websites, multimedia, catalogues, brochures or drawings or in any other way with respect to size, capacity, performance, colour, material structure, finish or results should be regarded as having been provided as estimates and as non-binding.

SKY Logistics B.V. shall not be bound by this information and shall not accept any liability for any inaccuracies in this information.

### **ARTICLE 3: ORDERS/AGREEMENTS**

a. An order shall be understood to mean: any agreement with SKY Logistics B.V., irrespective of whether it involves the delivery of goods, the performance of work, or the provision of personnel, materials or space, or any other performance, all in the broadest sense.

b. All agreements entered into with SKY Logistics B.V. shall only become binding for SKY Logistics B.V. after a written confirmation by SKY Logistics B.V. or due to SKY Logistics B.V. having commenced the execution of the order. Any additions or changes to the abovementioned agreements shall only bind SKY Logistics B.V. after and insofar as these have been accepted and confirmed in writing by SKY Logistics B.V.. The other party shall be considered to have accepted the additions or changes to the agreements entered into with SKY Logistics B.V., if the other party has not objected to the addition(s) and/or change(s) in writing within 8 (eight) days of having been informed of the addition(s) or change(s). The other party shall be deemed to be aware of the said addition/change when SKY Logistics B.V. has started the work to which the addition/change relates.

Only the Board of Directors and possibly those explicitly authorised by the Board of Directors to enter into agreements on behalf of SKY Logistics B.V. are allowed to do so.

c. Unless explicitly agreed otherwise in writing, SKY Logistics B.V. shall be entitled at all times to have part of the order or the entire order executed by a third party, on the understanding that these General Terms and Conditions also apply in the favour of this third party, provided that SKY Logistics

B.V. authorises such third party in writing – even afterwards, if necessary – to invoke these General Terms and Conditions without this authorisation causing resulting in obligations for SKY Logistics B.V..

#### **ARTICLE 3.1 REFUSAL, MODIFICATION OR REJECTION OF THE CONSIGNMENTS AND/OR RELATED SERVICES, INCLUDING CUSTOMS CLEARANCE**

a.1. SKY Logistics B.V. shall be entitled at all times to reject the order from and/or on behalf of the other party and/or to refuse to execute it, whilst retaining the rights to which it is entitled under the agreement concluded with the other party, if there is, or is a serious suspicion on the part of SKY Logistics B.V. (at its own discretion) of, for example, but not limited to: the transport of goods, whether by SKY Logistics B.V. or a third party, of offered goods that are unsuitable for the mode of transport, including, but not limited to: size, dimensions, design, weight, packaging, temperature, sensitivity and humidity, material properties, goods that are not or not sufficiently properly packed, goods including livestock, of which the transport, possession and/or transfer is contrary to any law or regulation, contrary to honour and/or good morals, as well as contrary to any embargo, irrespective of the state or government institution by which it is pronounced (i.e. also not by a state or government institution directly involved in the present agreement), and of which the intended transport may, in SKY Logistics B.V.'s estimation, involve irresponsible risks.

a.2. Unless agreed to otherwise with the other party, transport shall be undertaken by SKY Logistics

B.V. using means of transport specifically assessed as suitable for the transport of the type of goods in question. Any deviating transport requirements the other party may have shall only be respected if reported to SKY Logistics B.V. in writing and in advance, and with detailed instructions. SKY Logistics B.V. shall in no way be liable to the other party for forms of transport deviating from the mode(s) of transport proposed by SKY Logistics B.V. and carried out at the explicit request of the other party.

b. SKY Logistics B.V. shall be entitled to recover from the other party the direct and indirect damage it has suffered and/or will suffer with regard to the agreement entered into with the other party when there are circumstances – such at the discretion of SKY Logistics B.V. – not limitatively mentioned and/or referred to above under clause a.

c. Acceptance of an order by SKY Logistics B.V. shall never result in SKY Logistics B.V. being held liable by the other party for any damage which may occur if the services provided by SKY Logistics B.V. prove to be in conflict with national and/or international legislation and regulations.

d. If there is an order from the other party to transport or have transported goods other than mentioned and/or referred to in provision A, and SKY Logistics B.V. observes at any time that the order does not meet the service provision to which SKY Logistics B.V. has committed itself, SKY Logistics B.V. shall be entitled, without being held liable by and/or on behalf of the other party, to refuse the order, give it back and/or hand it over to a third party for execution.

e. When the other party hands over documents including labels, stickers, etc. to SKY Logistics B.V. for the execution of the order and for handling/use, and – such at the discretion of SKY Logistics B.V. – these documents do not correspond with and/or are inadequate for the usual manner of use, such as, but not limited to: incorrectly completed forms/documents and use of incorrect forms/documents, SKY Logistics B.V. shall be entitled to change, fill in, have changed or have filled in the forms and/or documents. All this shall then be for the account and risk of the other party. This shall also apply to the consequences arising from these actions, both direct and indirect, unless the actions taken in this connection by and/or on behalf of SKY Logistics B.V. are due to gross negligence and/or deliberate action.

NB: In addition to the rights stated above in this article, SKY Logistics B.V. shall also be entitled to refuse to carry out its services, without being held liable by and/or on behalf of the other party, neither directly nor indirectly.

f. When, for reasons of safety, quality, risk limitation, legal regulations, requirements of third parties, manageability, etc., SKY Logistics B.V. feels that, during transport, storage and/or other forms of its service, it is necessary to modify packaging or protect goods for the benefit of the other party in order to move and/or store them better and/or more easily, it shall be entitled to do so without having to obtain permission from the other party before, during or afterwards. SKY Logistics B.V. shall be entitled to charge any additional costs to the other party.

### **ARTICLE 3.2. INSPECTION OF CONSIGNMENTS:**

If it sees a reasonable cause to do so, SKY Logistics B.V. shall be entitled at all times, at its own discretion or at the request of the public authorities, to open and examine any consignment without being held liable by and/or on behalf of the other party, neither directly nor indirectly.

In accordance with the applicable laws and/or regulations in various jurisdictions, SKY Logistics B.V. is obliged to carry out (random) X-ray inspections. SKY Logistics B.V. may carry out such an inspection and the sender and the recipient hereby waive any possible claim for damage as a result of the inspection.

### **ARTICLE 3.3 CUSTOMS CLEARANCE:**

a. For transport and/or other forms of service by and/or on behalf of SKY Logistics B.V., the other party shall be obliged to ensure in good time that the documents required by SKY Logistics B.V. to deliver a correct service are correctly completed, such as, but not limited to: customs and/or clearance papers, handling instructions and the like. At any time when this is not the case and SKY Logistics B.V. suffers inconvenience/damage as a result, it shall be entitled to charge the estimated damage and/or loss to the other party.

In the absence of the correct documents, handling instructions, etc., when performing its service, SKY Logistics B.V. shall in no way be held liable by or on behalf of the other party for the consequences of the absence of the aforementioned.

b. If, in order to execute its service contract with the other party, SKY Logistics B.V. requests relevant information from the other party and/or someone on its behalf – such as, but not limited to: the sender, recipient and authorised bodies – and/or presents relevant documents for signing and/or processing, and one or all of them together fail to do so within a time limit to be determined by SKY Logistics B.V., SKY Logistics B.V. shall be entitled to regard the consignment concerned as undeliverable. SKY Logistics B.V. shall then in no way be held liable by the other party, the recipient, the sender and/or anyone on their behalf for its actions as indicated above in this article, neither directly nor indirectly. Neither can SKY Logistics B.V. be held liable by and/or on behalf of the other party for any loss, costs, delay or confiscation by any government authority as a result of any shortcoming by and/or on behalf of the other party as referred to in this article.

#### **ARTICLE 3.4 UNDESIRABLE CIRCUMSTANCES:**

a. In doing business with the other party, SKY Logistics B.V. does not wish to be involved in any way with corruption, terrorism and/or transactions under embargo of the member states of the European Community and/or friendly nations; neither directly nor indirectly. By entering into agreements with SKY Logistics B.V., whereby the other party was able to take cognisance of these General Terms and Conditions at the time of the conclusion or prior to this, the other party explicitly indicates to SKY Logistics

B.V. that the aforementioned circumstances do not exist and that the other party is not involved in them either, neither directly nor indirectly. The other party also indicates in the aforementioned manner that the service and/or goods supplied by SKY Logistics B.V. shall not be involved in the aforementioned circumstances in any way by the other party and/or on its behalf, neither directly nor indirectly.

b. At any time that the other party learns or has a reasonable suspicion that it is or will be involved in the circumstances referred to here, in clause a. of this article, it shall be obliged to notify SKY Logistics B.V. immediately.

At any time that SKY Logistics B.V. learns or has a serious suspicion that, with regard to any agreement between it and the other party, it is involved, or is in danger of being involved in circumstances such as those referred to in a., it shall be entitled to dissolve and/or suspend the agreements concluded with the other party wholly or in part, and to cancel the agreements yet to be concluded. In this context, SKY Logistics B.V. shall be entitled to sanction the cancellation, dissolution and/or suspension towards the other party in the manner stated in article 10.b.

c. SKY Logistics B.V. shall be entitled to report any knowledge it obtains and/or has obtained at any time regarding the aforementioned circumstances, or when there is a reasonable suspicion of such circumstances, to the competent body or bodies and to provide them with all relevant information, including information obtained under a previously agreed non-disclosure agreement. SKY Logistics B.V. shall then in no way be held liable by and/or on behalf of the other party, neither directly nor indirectly.

#### **ARTICLE 4: LIABILITY**

a. Notwithstanding the provisions of article 9 of these General Terms and Conditions, SKY Logistics B.V. shall not be liable for any damage caused either directly or indirectly by the items delivered – including extra work – not being in compliance with the agreement, unless this is due to SKY Logistics B.V.'s intent or gross negligence. Consequently, SKY Logistics B.V. shall also not accept any liability in the event of, but not limited to: serious calamities, such as, fire, water damage and any outside contingency, such as war and earthquakes, transmission of viruses and diseases.

The other party indemnifies SKY Logistics B.V. against all claims by third parties in this respect.

**b.** Insofar as the other party, or a third party engaged by it, is involved in the execution of the transaction between SKY Logistics B.V. and the other party on the basis of cooperation and/or providing assistance, SKY Logistics B.V. shall not be liable in any way or form whatsoever for all damage caused on the part of the other party and/or its engaged third party, not even towards the other party's underlying client.

**c.** If SKY Logistics B.V. should be liable for any other reason for any damage under the agreement, the compensation it owes shall never exceed the invoiced amount (excluding turnover tax) of the service in question, with a maximum of the amount to be paid out by the insurance. When an insurance settlement is not applicable, for any reason whatsoever, the compensation shall be limited to the amount of the current settlement, such at the discretion of SKY Logistics B.V., with a maximum of EUR 5,000.00 (in words: five thousand euros). For forms of service other than the transport of goods, the liability shall be limited to a maximum of the invoiced value with a maximum of EUR 1,000.00 (in words: one thousand euros).

**d.** A claim under these General Terms and Conditions does not suspend the other party's payment obligation towards SKY Logistics B.V.

## **ARTICLE 5: DELIVERY TIMES AND LOCATION OF DELIVERY**

**a.** The delivery times mentioned in offers, confirmations and agreements are to be made to the best of SKY Logistics B.V.'s knowledge and shall be complied with as much as possible, but shall not be binding on SKY Logistics B.V..

**b.** If these times are exceeded due to whatever cause, this shall never entitle the other party to damages, dissolution of the agreement or non-compliance with any obligation arising for them from the respective agreement or from any other agreement, whether or not related to this agreement.

**c.** If the delivery time is exceeded excessively, such at the discretion of SKY Logistics B.V., SKY Logistics B.V. shall consult with the other party.

**d.** Delivery of the agreement shall take place at the premises of SKY Logistics B.V. or at another place to be determined by SKY Logistics B.V..

**e.** The goods to be transported on behalf of the other party by and/or on behalf of SKY Logistics B.V. shall only be delivered to the agreed delivery address on ground level, in a place easily accessible for SKY Logistics B.V.. If goods have to be delivered in any other way than provided for in this clause, the extra costs and risks involved shall be entirely for the account of the other party.

If the intended recipient is not present at the time of delivery, or is unable to accept the goods, or otherwise fails to accept the goods, SKY Logistics B.V. shall be entitled to regard the delivery as undeliverable and to convert the obligation to deliver into an obligation to collect by the intended recipient at the address given by or on behalf of SKY Logistics B.V., after it has notified the intended recipient of this in writing. SKY Logistics B.V. shall also be entitled to convert the obligation to deliver into an obligation to collect by the intended recipient if the delivery address provided to it are incomplete, not legible or difficult to read and the circumstances at the delivery address are such that they may impede proper delivery – such at the discretion of SKY Logistics B.V..

If delivery fails, SKY Logistics B.V. shall be entitled to make a new delivery attempt at the expense of the other party.

**f.** When there are goods which could not be delivered by SKY Logistics B.V., for any reason whatsoever and such at the discretion of SKY Logistics B.V., it shall be entitled to classify the goods in question as undeliverable and these goods shall then remain at a storage address to be determined by SKY Logistics B.V. until further notice, at the expense and risk of the other party.

In the event that goods must be returned, the other party is obliged, unless explicitly agreed otherwise in writing, to ensure that all preconditions are met, including, but not limited to, all necessary and completed forms to make return transport and delivery possible.

**g.** Upon arrival/receipt of the goods, the recipient must ascertain the condition of the goods. If at that time it appears that damage has been caused to goods or materials, the recipient shall state this in writing on the delivery note before signing. By signing the receipt without damage indication, provided by or on behalf of SKY Logistics B.V., the recipient declares to have received the goods in good condition.

**h.** If the other party does not comply with any obligation arising from this agreement or any other agreement related with the order or does not do so in time, SKY Logistics B.V., after having notified the other party in writing of its default shall be entitled to suspend the execution, without judicial intervention, without SKY Logistics B.V. being obliged to pay any compensation.

## **ARTICLE 6: TRANSPORT AND TRANSPORT RISK**

**a.** The choice of mode of transport shall be up to SKY Logistics B.V to decide.

**b.** Transport of goods/services ordered from SKY Logistics B.V., other than transport of goods on behalf of the other party, shall also be at the expense of the other party.

**c.1.** All goods/products and/or material components of the service ordered from SKY Logistics B.V. shall travel at the risk of the other party from the moment of dispatch. Even if carriage paid delivery has been agreed, the other party shall be liable for all damage incurred during transport.

**c.2.** All documents to be sent and correspondence with the other party and/or third parties by and on behalf of SKY Logistics B.V. shall be for the risk of the other party from the moment of dispatch, irrespective of the delivery conditions agreed with the other party with regard to the goods and/or services to be provided by SKY Logistics B.V.. The other party shall ascertain that the correspondence comes from SKY Logistics B.V.. SKY Logistics B.V. shall in no way be held liable by and/or on behalf of the other party for the destruction, damage and/or changes to the contents of the correspondence and/or documents sent by and/or on behalf of SKY Logistics B.V. and/or their improper use.

## **ARTICLE 7: PRICES AND COSTS**

**a.** For each order, SKY Logistics B.V. shall separately fix a price or a rate. This price or rate shall be solely intended as the amount to be paid for the service to be rendered by SKY Logistics B.V., including the normal costs involved. The prices stated in the offer shall be based on the cost price factors known at the time, such as, but not limited to: exchange rates, wages, taxes, duties, charges, freight, etc. If there is an increase in any of these factors, SKY Logistics B.V. shall be entitled to change the offered (selling) price accordingly.

**b.** The price or rate shall therefore not include any levies imposed by the government, and/or other authorities, including fines, insurance premiums, etc.

**c.** SKY Logistics B.V. shall be entitled to demand advance payments, or a deposit or security (in the form of a bank guarantee) in advance, including costs for third parties. SKY Logistics B.V. shall also be entitled to do this during the provision of its services.

**d.** SKY Logistics B.V. shall be entitled to charge to the other party, without being obliged to request and/or obtain permission from the other party in advance, the extra work to be carried out and costs to be incurred, including third party costs as a result of shortcomings on the part of the other party and/or caused by circumstances and/or beyond its control, such

as, for example, but not limited to: costs for repeated deliveries in the event that the first delivery could not be made (such at the discretion of SKY Logistics B.V.), levies, taxes and services by third parties which it deems necessary for the proper execution of its service (such at the discretion of SKY Logistics B.V.) and/or which appear to be necessary.

## **ARTICLE 8: TERMS AND CONDITIONS OF PAYMENT**

a. Unless explicitly agreed on otherwise in writing, payment of invoices sent by SKY Logistics B.V. must be made within 8 (eight) days upon invoice date, without deduction of discounts and without any form of compensation.

b. SKY Logistics B.V. shall be entitled to charge a credit limitation surcharge of at least 2%, however, this must be explicitly stated on the invoice. This surcharge may be deducted from the invoice amount if the invoice amount is paid within 8 (eight) days of the invoice date.

c. All payments, without deduction or settlement of debt, shall be made at the offices of SKY Logistics B.V. or into a bank or giro account to be designated by SKY Logistics B.V..

d. Discounts shall only be granted upon mutual consultation between SKY Logistics B.V. and the other party. Unless explicitly agreed on otherwise in writing, these shall be one-off discounts. Previous discounts shall not be invoked for subsequent transactions.

## **ARTICLE 9: COMPLAINTS**

a. Any complaints about the delivery of goods and the services provided (other than the transport to be carried out by SKY Logistics B.V. and the invoice amounts) must be submitted to SKY Logistics B.V. in writing by registered letter within 8 (eight) days upon receipt of the products, services or the respective invoices, accurately stating the facts to which the complaints relate. The recipient must report any complaints about goods delivered by order of the other party immediately upon receipt, in writing, by means of a note on the delivery receipt. The other party's right to complain expires with regard to goods processed by or on behalf of the other party.

b. If any submitted complaints do not comply with the above, they shall no longer be received and the other party shall be deemed to have approved the goods delivered and/or services rendered. If SKY Logistics B.V. is of the opinion that a justified complaint has been made, it shall be entitled either to pay an amount to be mutually agreed as compensation to the other party, or to make a new delivery while maintaining the current agreement, subject to the obligation of the other party to return to SKY Logistics B.V. the wrong or faulty goods postage paid; such at the discretion of SKY Logistics B.V..

c. SKY Logistics B.V. shall only be obliged to take cognisance of complaints submitted if, at the time of submission of the complaint, the other party concerned has fulfilled all of its existing obligations towards SKY Logistics B.V., arising from any agreement whatsoever and of whatever kind.

d. Return consignments, other than those to be carried out by SKY Logistics B.V., which are not or insufficiently stamped or packaged shall be refused by SKY Logistics B.V.. All return consignments of the other party referred to in this article shall take place at the other party's expense and risk.

## **ARTICLE 10: CANCELLATION/DISSOLUTION AND SUSPENSION**

a. If the other party is or remains in default in any way with respect to complying with its obligations regarding deliveries

or activities executed or to be executed by SKY Logistics B.V. previously, or for any other reason, SKY Logistics B.V. shall be entitled to suspend its obligations towards the other party or to cancel/dissolve the underlying agreements in whole or in part. All this without being held liable by the other party in any way and without prejudice to the rights to which SKY Logistics B.V. is entitled.

SKY Logistics B.V. shall also have this right if the other party is declared bankrupt, has petitioned for suspension of payment, enters the Natural Persons Debt Rescheduling Act (Wettelijke Schuldsanering Natuurlijke Personen – WSNP) or forms of debt counselling, liquidates its company form/business activities, or if – to the standards of SKY Logistics B.V. – these circumstances threaten to occur. All claims of SKY Logistics B.V. on the other party shall then be immediately due and payable.

**b.** If the other party wishes to terminate/cancel the agreement(s) that it has entered into with SKY Logistics B.V., then SKY Logistics B.V. shall also be entitled to demand fulfilment of the agreement(s) entered into, or the other party shall owe termination costs of 100% of the agreed market value i.e. the transaction value and on cancellation will owe cancellation fees of at least 30% of the market value i.e. the transaction value, all of which also at the discretion of SKY Logistics B.V..

#### **ARTICLE 11: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT**

If payment of the invoices sent by SKY Logistics B.V. has not taken place within 8 (eight) days of the invoice date, the other party shall be deemed to be legally in default and SKY Logistics B.V. shall be entitled to charge the other party interest equal to the legal rate of interest due, with a minimum of 1% per month or a part thereof, on the entire amount owed from the due date, without prejudice to the other rights to which SKY Logistics B.V. is entitled, including the right to recover all costs under the claim, both court costs and extrajudicial collection costs, the latter of which are fixed in advance at 15% of the amount to be claimed, with a minimum of EUR 250.00 (in words: two hundred and fifty euros).

NB: When the legislator has determined by law the extrajudicial collection costs to be charged to the other party, the other party shall owe extrajudicial collection costs pursuant to the provisions therein.

#### **ARTICLE 12: RETENTION OF TITLE AND RIGHTS**

**a.** As long as the other party has not paid SKY Logistics B.V. in full for the goods, parts and installations (not being a delivery under a transport contract) and/or for work carried out by SKY Logistics B.V. for the other party, these goods and/or materials, which are for the other party's account and risk, shall remain the undisputed property of SKY Logistics B.V..

**b.** If the other party fails to fulfil any obligation under the agreement with regard to the goods sold and/or work carried out, SKY Logistics B.V., without any notice of default being required, shall be entitled to take back the goods or materials, in which case the agreement shall be dissolved without legal intervention, without prejudice to the right of SKY Logistics

B.V. to claim compensation in or out of court if necessary, for any damage suffered or yet to be suffered by SKY Logistics B.V., including: loss incurred, loss of profit, interest, transport costs, etc..

**c.** SKY Logistics B.V. reserves the right to actually hold in its possession goods, tools, materials, vehicles, money, securities, (financial) documents etc. which it has obtained from the other party under whatever title, until the other party has fully complied with its financial and other obligations towards SKY Logistics B.V..

**d.** For transactions with an others party established in a country where prolonged retention of title applies, SKY Logistics B.V. shall be entitled to declare the prolonged retention of title as it

applies in the respective country applicable at any time it sees fit.

e. As long as the other party is in any way in default to SKY Logistics B.V., SKY Logistics B.V. shall have the right of retention on the goods to be transported by it.

After SKY Logistics B.V. has notified the other party that it is exercising its right of retention on the goods in its possession and if the other party has not paid within the reasonable period of 8 (eight) days stated in this notification, SKY Logistics B.V. shall be entitled to have the goods in question sold publicly and to use the proceeds to reduce the outstanding debt of the other party to SKY Logistics B.V..

The costs to be incurred for the exercise of the right of retention, the storage and the public sale may be charged by SKY Logistics B.V. to the other party and/or settled with the proceeds of the public sale.

### **ARTICLE 13: FORCE MAJEURE**

a. Force majeure shall release SKY Logistics B.V. from its obligations to the other party. Force majeure includes such events and situations which have a clearly identifiable and direct effect on the company SKY Logistics B.V., such as, but not limited to, serious interruptions of its production process, war (including outside the Netherlands), riots, pandemics, epidemics, fire, traffic disruptions, strikes, lockouts, loss or damage in transport, accidents or illness among its personnel, import restrictions or other government restrictions, etc. SKY Logistics B.V. shall be discharged from its obligations regardless of whether the force majeure occurs in its own company or elsewhere, such as in companies of suppliers, carriers, wholesalers, etc..

b. If force majeure prevents the fulfilment of the contract, SKY Logistics B.V. shall be entitled, without legal intervention, to either suspend the fulfilment of the contract for a maximum of six months or to cancel the contract in whole or in part, such at the discretion of SKY Logistics B.V.. The other party shall be informed in writing of the decision taken by SKY Logistics B.V. in this regard.

### **ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS, DESIGN PROTECTION**

a. The intellectual property rights of all products manufactured by SKY Logistics B.V. (for the other party), services rendered etc. shall belong to SKY Logistics B.V.. Use or alternative use of these rights, designs and/or ideas of SKY Logistics B.V. is strictly forbidden, unless SKY Logistics B.V. has given explicit written permission for this and all conditions set by SKY Logistics B.V. in this respect have been fully met.

b. If the other party does not comply with the provisions as set out in paragraph 14a, SKY Logistics B.V. shall be entitled to impose a penalty of at least EUR 11,500 (in words: eleven thousand and five hundred euros) per day or part thereof as long as this violation continues, without further notice of default and/or legal intervention being required.

### **ARTICLE 15: GUARANTEES**

a. As far as guarantee is granted by SKY Logistics B.V., this shall only take place in accordance with the provisions of the guarantee clause, insofar as these are included with the products. In such cases, the guarantee shall only come into force after the other party has informed SKY Logistics B.V. of its guarantee request by registered letter.

b. The guarantee shall include repair or replacement of the services provided, or full or partial credit for the contested services, such at the discretion of SKY Logistics B.V.. External calamities shall never result in any binding guarantee by SKY Logistics B.V..

## **ARTICLE 16: APPLICABLE LAW AND COMPETENT COURT**

a. Dutch law shall apply to all offers, orders and agreements entered into with SKY Logistics B.V.. Nevertheless, SKY Logistics B.V. shall be free at any time to invoke the applicable law of the country in which the other party has its registered office. In such a case, contrary to the provisions set out under b, the dispute will be submitted to the court that is competent *ratione materiae* in the other party's jurisdiction. If the nature of the transaction(s) so warrants, SKY Logistics

B.V. shall be entitled to invoke the Vienna Sales Convention at any time. SKY Logistics B.V. shall not be required to inform the other party of its choice in advance.

b. All disputes will be submitted to the District Court of Noord-Holland that is competent *ratione materiae* or to another competent judicial authority, such, however, at the discretion of SKY Logistics B.V..

c. To support its legal position in the relationship with the other party, SKY Logistics B.V. shall at all times, at its own discretion and without prior notice being required, be entitled to declare all or part of the contents of national and international laws and conventions, as well as the CMR conditions, the EVO and/or the FENEDEX conditions as applicable and not voidable for the other party, before, during and after completion of the agreement between it and the other party.

d. In the event that other party is summoned by a third party at another court and/or under another jurisdiction, the other party hereby waives the right to sue SKY Logistics B.V. in indemnity before this court and under this law, so that the jurisdiction of a court and law chosen by SKY Logistics B.V. shall in any case prevail.

e. If any article or sub-article of these General Terms and Conditions becomes invalid, this shall not affect the validity of the other articles.

## **ARTICLE 17: LOCATION AND AMENDMENT OF THESE GENERAL TERMS AND CONDITIONS**

a. These Terms and Conditions have been filed with the Registrar's Office of the District Court of Noord-Holland.

b. SKY Logistics B.V. shall be authorised to amend these General Terms and Conditions. The General Terms and Conditions amended by SKY Logistics B.V. shall apply to the other party as of 30 (thirty) days after the latter has been informed of the amendment in writing. If the other party informs SKY Logistics B.V. in writing within this period that it objects to the change(s), the unchanged General Terms and Conditions shall continue to apply between the parties until the order is completed or the agreement terminated, though no longer than for 6 (six) months from the end of the 30 (thirty) day period referred to above. If the agreement continues thereafter, the amended General Terms and Conditions shall apply to it from that time.

## **FINAL PROVISION:**

These General Terms and Conditions have been drawn up for SKY Logistics B.V. and deposited by [De Incassokamer B.V.](#) and have been established under the applicability of its present and future General Terms and Conditions of Sales, Delivery and Payment, with due regard for the provisions of Book 6, Title 5, Section 3 of the Dutch Civil Code.

These General Terms and Conditions are also subject to the © copyright of "De Incassokamer B.V."