

## **ROOSKENS GENERAL TERMS AND CONDITIONS FOR CUSTOMERS**

### **1. Interpretation**

Below definitions shall apply to Services provided by or on behalf of Rooskens to the Customer:

- 'Force Majeure' shall mean any event or circumstance beyond the reasonable control of the party affected thereby, including but not limited to acts of God or the public enemy, fire, flood, earthquake, weather of exceptional severity or other natural disasters, pandemics or epidemics, strikes, lockouts, accidents, labor disputes, war, terrorist activities, civil commotion, riots, cyber-attacks, and/or orders, requests, instructions, rules or regulations of any Authority.
- 'Indirect Representative' shall mean a representative for customs purposes acting in a capacity such that the representative (Rooskens) becomes jointly and/or severally liable for any customs duties, excises, taxes, fines penalties and/or interest due in connection with the imported or exported goods.
- 'SDR' shall mean a Special Drawing Right as defined by the International Monetary Fund.
- 'Warehousing Services' shall mean all activities such as but not limited to unloading, acceptance, storage, stock control, order handling, order picking, preparing for shipment, loading, invoicing, assembling, labelling, exchange, control of information and ancillary services with regard to Goods, that have been agreed between the Customer and Rooskens separate from any Transport Services.
- 'Agent' shall mean a person or entity acting on behalf of and for the account of any third party.
- 'Agreement' shall mean the mutual understanding between the Customer and Rooskens regarding the provision of Services, including these Conditions and, to the extent applicable, the documents issued by or on behalf of Rooskens referenced in clause 2.2 and any other express written agreements between the Customer and Rooskens referenced in clause 2.3 below.
- 'Ancillary Services' shall mean services which are secondary to the primary Consultancy, Customs, Transport or Warehousing Services.
- 'Authority' shall mean a duly constituted legal or administrative person or entity, acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport.
- 'Cargo Insurance' shall mean all risk insurance coverage of transported or stored Goods or items.
- 'Conditions' shall mean these Rooskens Standard Terms & Conditions.
- 'Consultancy Services' shall mean consulting or advisory services related to transport or logistics without engaging in or arranging of the physical movement or handling of Goods. Such services can be related, but are not limited to, cost analysis of supply chains, optimization of transport or logistics setups.
- 'Container' shall mean any container, flexi tank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate goods and any equipment of or connected thereto.

- 'Customer' shall mean the person or entity at whose request and/or for whom Rooskens provides Services.
- 'Customs Services' shall mean any aspect related to provision of customs services in respect of the transported, stored or handled Goods such as, but not limited to, clearance, storage in bonded warehouses, issuance of documents etc. performed on behalf of the Customer.
- 'Dangerous Goods' shall mean items or goods which are or may become of a dangerous, inflammable, radio-active or damaging nature and items or goods likely to harbour or encourage vermin or other pests.
- 'Direct Representative' shall mean a representative for customs purposes acting on behalf and in the name of the importer/exporter, such that the representative (Rooskens) shall not in any way be liable for any customs duties, excises, taxes, fines penalties and interest due in connection with the imported or exported goods.
- 'Goods' shall mean any goods, item(s) and/or property which are the subject of the Services and/or are transported, stored or otherwise handled by Rooskens (or its subcontractors and/or agents) during provision of Services for or on behalf of the Customer.
- 'Instructions' shall mean one or more statements of the Customer's and/or Owner's specific requirements.
- 'Owner' if different from the Customer, shall mean the owner, shipper and consignee of the Goods and any other person who is or may become interested in the Goods.
- 'Person' shall mean any private or legal person, including but not limited to any corporate entity, body or bodies.
- 'Prices' shall mean the remuneration for the Services rendered by Rooskens as agreed between the Parties, including but not limited to by acceptance by the Customer of a quotation issued by Rooskens and/or as set out in a pricing schedule, rate card or similar document annexed or attached to, or referenced within the Agreement.
- 'Principal' shall mean a person or entity acting in own name and for own account.
- 'Registered office' shall mean the address where Rooskens is incorporated and registered.
- 'Rooskens' shall mean the contracting Rooskens entity (including but not limited to, as applicable, any affiliate and/or subsidiary of Rooskens B.V., , Rooskens Shipping B.V. and MR Expeditie B.V.) which performs or arranges the performance of the Services for the Customer as requested in any given order/service request.
- 'Services' shall mean the Ancillary Services, Consultancy Services, Customs Services, Transport Services and/or Warehousing Services provided by Rooskens to the Customer and all matters necessarily related to the provision of the Services as well as those ancillary to the provision of the Services.
- 'Transport Services' shall mean freight forwarding and/or carriage services rendered by Rooskens in connection with the physical movement of Goods by air, sea, rail or road or any combination thereof, including temporary storage during

transport such as hubbing, cross docking etc. where such temporary storage is an integrated part of the movement of Goods.

## **2. Application**

- 2.1. Except as provided in clauses 2.2 and 2.3 below, all services, whether provided gratuitously or not, are performed by Rooskens exclusively under these Conditions.
- 2.2. If a document issued by or on behalf of Rooskens bears the title or includes the words 'bill of lading' (whether negotiable or not), 'sea waybill,' or 'air waybill,' and states that Rooskens acts as a carrier, the terms set out in that document shall take precedence over these Conditions to the extent of any inconsistency, but only insofar as such inconsistency exists.
- 2.3. If Rooskens and the Customer have entered into a separate express written agreement governing the provision of services—including, but not limited to, the applicability of generally accepted freight forwarding terms and conditions customarily used for such services—then such agreement shall take precedence over these Conditions only to the extent of any inconsistency. In all other respects, these Conditions shall remain in full force and effect.

## **3. Obligations and warranties of Customer**

- 3.1. The Customer warrants that it is either the Owner of the Goods or an authorized Agent acting on behalf of the Owner, with full authority to accept these Conditions both for itself and as Agent for the Owner.
- 3.2. The Customer, as well as any Person acting on its behalf, shall provide Rooskens with clear, lawful, and executable instructions, along with all necessary details and documentation required for Rooskens to perform the Services. Such details shall include, but are not limited to, licenses, accurate descriptions and specifications of the Goods, classification, stock-keeping unit information, transshipment method, and any specific requirements for storage or transport, including temperature and humidity controls. The Customer guarantees the correctness, completeness, and timeliness of all such information and documentation.
- 3.3. The Customer warrants that the Goods are properly packed, classified, sealed, labelled, and addressed, and that they are in a condition suitable for transport by air, road, rail, and/or sea, as applicable. This obligation applies at all times, unless Rooskens has expressly agreed in writing to take responsibility for the packaging and/or labelling.
- 3.4. The Customer warrants that it shall comply with all applicable laws and regulations concerning the performance of the Agreement, including but not limited to those governing the Goods. Furthermore, the Customer shall conduct its business in a lawful and ethical manner at all times.
- 3.5. The Customer warrants the accuracy of the opening hours it provides for all loading and unloading locations. In case of deviations or inaccuracies in the communicated opening hours resulting in

costs incurred by Rooskens to third parties, including but not limited to carriers engaged by Rooskens, the Customer shall indemnify and hold Rooskens harmless from such costs and shall reimburse them upon first request.

- 3.6. If no specific opening hours are communicated, the Customer shall be deemed to accept Rooskens's standard opening hours, which are from 08:00 to 14:00 (local time). The Customer shall be liable for any costs arising from deviations from or inaccuracies in these default hours and shall indemnify Rooskens accordingly, reimbursing such costs upon first request.

#### **4. Rights and obligations of Rooskens**

- 4.1. Unless otherwise agreed in writing, Rooskens has the right to enter into contracts on its own behalf and without prior notice to the Customer for:
- a) the carriage of Goods by any means, route, or third party;
  - b) the transportation of Goods, whether containerized or not, on or below the deck of any vessel;
  - c) the storage, packing, transshipment, loading, unloading, or handling of Goods by any party at any location, whether onshore or afloat, and for any duration;
  - d) the carriage or storage of Goods in containers or together with other goods of any nature; and
  - e) any action Rooskens deems necessary or incidental for the proper execution of its obligations..
- 4.2. Rooskens may, at its discretion and without incurring additional liability, deviate from the Customer's instructions if it reasonably considers such deviation to be in the Customer's best interest.
- 4.3. Rooskens has the right to comply with any orders or recommendations issued by an Authority. Upon compliance, Rooskens's responsibility and liability concerning the Goods shall cease upon delivery or any other disposition of the Goods in accordance with such orders or recommendations.
- 4.4. If Rooskens determines, at any time, that the carriage, storage, or handling of the Goods should not be undertaken or should be halted due to safety, security, regulatory compliance (including export control regulations and/or sanctions), or other reasonable grounds, it shall be entitled to:
- a) abandon the carriage of the Goods or implement any necessary incidental measures, including incurring additional expenses to facilitate continued carriage; and
  - b) recover all associated costs and expenses from the Customer, who shall be fully liable for reimbursement.

- 4.5. If Rooskens or any third party engaged by Rooskens notifies the Customer or Owner to take delivery of the Goods at a designated time and place, and the Customer or Owner fails to do so, Rooskens (or the third party) may store the Goods, either in the open or under cover, at the sole risk and expense of the Customer.
- 4.6. Rooskens has the right to enforce any liability of the Customer under these Conditions against both the Customer and the Owner, jointly and severally, and to recover any outstanding sums owed by the Customer upon demand.

## **5. Special instructions, goods and services**

### **5.1. The Customer's responsibility for accurate information**

- 5.1.1. The Customer guarantees the accuracy of all information provided to Rooskens regarding the Goods, including, but not limited to, the description, markings, quantity, weight, and other details, at the moment the Goods are taken into Rooskens's custody. This includes information provided by the Customer or any third party acting on the Customer's behalf. The Customer shall indemnify, defend, and hold Rooskens harmless from any loss, damage, or expense arising from any inaccuracies or inadequacies in such information. In cases where Goods are shipped in Containers, the weight provided must comply with the Safety of Life at Sea (SOLAS) Verified Gross Mass regulations, unless a different arrangement has been made in writing with Rooskens.

### **5.2. Dangerous Goods**

- 5.2.1. Unless explicitly agreed upon in writing, the Customer shall not deliver or cause Rooskens to transport, store, handle, or deal with Dangerous Goods. In the event Rooskens agrees to provide services related to Dangerous Goods, the Customer shall ensure:

- a) The provision of all relevant information regarding the nature of the Dangerous Goods and any requirements for their safe handling, transportation, or storage, including Material Safety Data Sheets;
- b) The proper packaging and labelling of the Dangerous Goods, in accordance with applicable regulatory requirements;  
Full compliance with all applicable legal and regulatory rules by the Customer and any third parties acting on the Customer's behalf, including obtaining any necessary licenses or permits.

- 5.2.2. If the Customer is in breach of Clause 5.2.1:

- a) The Customer will be liable for all losses, damages, or costs arising from or in connection with the Dangerous Goods;
- b) The Customer shall indemnify, defend, and hold Rooskens harmless from any penalties, claims, damages, costs, or expenses resulting from the breach;

- c) Rooskens (or any third party holding the Dangerous Goods) may, at Rooskens's sole discretion, destroy or otherwise deal with the Dangerous Goods without prior notice to any party.

### **5.3. Goods Requiring Special Handling**

5.3.1. Unless explicitly agreed upon in writing, the Customer shall not deliver to Rooskens any Goods requiring special handling, such as those necessitating temperature or humidity control, heightened security measures, or oversized dimensions, without prior written notice detailing the nature of the Goods and specific instructions regarding required special measures. The Customer shall bear the costs associated with these measures.

5.3.2. If the Customer provides a temperature-controlled container, they further undertake to:

- a) Ensure the container is pre-cooled or pre-heated as appropriate;
- b) Properly pre-cool or pre-heat the Goods and load them into the container;
- c) Set the container's temperature controls appropriately.

5.3.3. Failure to comply with the requirements of Clauses 5.3.1 and 5.3.2 will relieve Rooskens of any liability for loss or damage to the Goods, and the Customer will indemnify Rooskens against any claims, penalties, or expenses resulting from such non-compliance.

### **5.4. Declarations**

5.4.1. Unless explicitly agreed in writing, Rooskens shall not be obligated to make any declarations regarding the nature, value, or special interests of the Goods, nor make any declarations regarding specific stowage requirements.

### **5.5. Cash-On-Delivery/Cash-Against-Documents**

5.5.1. Rooskens does not, unless explicitly agreed in writing, undertake to release Goods against payment or the surrender of specific documents. If Rooskens does agree to such terms, it will only be liable for exercising reasonable diligence and care. Rooskens's liability in case of failure to meet this standard, subject to Section 11, is limited to the invoice value of the Goods at the time of receipt into Rooskens's custody.

### **5.6. Time guarantee**

5.6.1. Unless explicitly agreed in writing, Rooskens does not guarantee any specific departure, collection, arrival, or delivery times for the Goods. Estimated times (ETA, ETD, or similar) are not considered time guarantees. Rooskens shall not be held liable for any delays, regardless of the cause, including but not limited to delays caused by third parties, weather conditions, congestion, customs procedures, or force majeure events.

## **5.7. Customs Clearance**

- 5.7.1. Customs services will be provided only upon the Customer executing a separate power of attorney or other legally binding authorization for Rooskens to act on the Customer's behalf in accordance with applicable local laws in the relevant countries. Rooskens shall not assume any liability for the correctness, completeness, or accuracy of customs declarations, nor for any actions or decisions taken by customs authorities.
- 5.7.2. Rooskens will act as a direct representative unless otherwise explicitly agreed in writing or required by law. If Rooskens acts as an indirect representative, the Customer must provide adequate security, such as a bank guarantee or a parent company guarantee, to cover any potential liabilities. Rooskens may cease Customs Services if the security is deemed insufficient.
- 5.7.3. The Customer acknowledges and accepts that it bears the ultimate responsibility for compliance with all customs regulations, including the accurate classification, valuation, and declaration of Goods. The Customer remains solely liable for the payment of all customs duties, taxes, fines, and any other liabilities arising from customs procedures. The Customer shall fully indemnify and hold Rooskens harmless against any claims, costs, penalties, or legal fees resulting from the Customer's failure to fulfill these obligations.

## **5.8. Export Controls**

- 5.8.1. The Customer ensures that all Goods are legally exported and imported according to applicable export control legislation in the origin, destination, and any transit countries.
- 5.8.2. The Customer is responsible for conducting necessary denied party screenings and ensuring that the Goods and involved parties are not subject to restrictions, embargoes, or other legal limitations. The Customer shall provide Rooskens with all necessary licenses, permits, and clearances related to the Goods.
- 5.8.3. Rooskens may, at its discretion and without incurring liability, refuse to provide Services if it deems that the origin, destination, transit country, or the Goods themselves are subject to restrictions or embargoes, or if the parties involved are listed as denied or excluded.
- 5.8.4. The Customer shall indemnify Rooskens for all costs, charges, fines, penalties, and legal fees arising from the Customer's negligence or failure to comply with this clause.
- 5.8.5. Rooskens will not be liable for delays caused by inspections related to export control investigations.

## **6. Subcontractors**

- 6.1. Rooskens reserves the right to subcontract, engage servants, subcontractors, and/or agents to perform any part of the Services on its behalf at any time, without the need for prior consent from the Customer.
- 6.2. The Customer agrees not to make any claims against any servant, subcontractor, or agent of Rooskens that would impose or attempt to impose any liability upon them in connection with the performance of the Services and/or Goods. In the event that such a claim is made, the Customer undertakes to indemnify, defend, and hold harmless Rooskens from all consequences, including any legal fees, damages, or losses arising from the claim.
- 6.3. Without prejudice to Clause 6.2, every servant, subcontractor, or agent of Rooskens shall be entitled to the benefit of all provisions in these Conditions as if those provisions were expressly made for their benefit. By entering into the Agreement, Rooskens acts not only on its own behalf but also as the agent and trustee for its servants, subcontractors, and agents, to the extent of those provisions.
- 6.4. The indemnity described in Clause 6.2 shall extend to cover all claims, costs, demands, and liabilities arising from or in connection with the negligence, willful misconduct, or any other wrongful act or omission of Rooskens, its servants, subcontractors, or agents in the performance of the Services.

## **7. Payment and payment terms**

- 7.1. The Customer shall pay the Prices for the Services, along with any applicable surcharges (e.g., fuel, bunker adjustment, peak, war, piracy) as specified by Rooskens.
- 7.2. The Customer acknowledges and agrees to pay any costs associated with carbon emissions allowances required for flights included in the Services, if applicable. This includes allowances under the ICAO Carbon Reduction and Offsetting Scheme for International Aviation (CORSIA), the European Union Emissions Trading Scheme (ETS), or any other government-imposed market-based measures to reduce or control aircraft carbon emissions and/or aircraft noise, including fines.
- 7.3. Unless otherwise agreed, the Prices shall be valid for a maximum of three (3) months from their entry into effect. Upon expiration of this validity period, Rooskens may review and update the Prices, notifying the Customer of any changes. Such changes will become effective immediately upon notification.
- 7.4. Rooskens reserves the right to increase the Prices at any time by providing notice to the Customer, particularly in the event of significant cost increases beyond Rooskens's reasonable control, such as changes in government taxes and levies, fuel prices, road tolls, workers' collective agreements, or other external factors.



- 7.5. The Prices and/or surcharges do not include VAT, customs duties, or other government taxes related to the Goods. These costs, duties, and taxes shall be solely the responsibility of the Customer.
- 7.6. If Rooskens incurs outlays or expenses on behalf of the Customer, including but not limited to VAT, customs duties, taxes, or other charges such as customs and/or excise duties, these shall be paid by the Customer immediately upon Rooskens's demand.
- 7.7. Rooskens may charge the Customer for any additional direct or indirect costs incurred during the performance of the Services, including but not limited to waiting time, demurrage, detention, additional or unexpected storage, handling, redirection of goods during transit, or failed attempts at pick-up or delivery of Goods not attributable to Rooskens.
- 7.8. If Rooskens is instructed to collect freight, duties, charges, or other expenses from any party other than the Customer, the Customer shall remain responsible for these amounts. The Customer agrees to pay these amounts to Rooskens on demand if the third party fails to make payment when due.
- 7.9. Unless otherwise agreed, the Customer shall pay the invoiced amount within 14 (fourteen) days from the date of Rooskens's invoice, without deduction or deferment on account of any claim, counterclaim, or set-off.
- 7.10. Rooskens has the right to set off any claims it holds against the Customer with any amounts owed by the Customer to Rooskens. This right of set-off may be exercised by Rooskens at any time, without prior consent from the Customer.
- 7.11. In the event of late payment, Rooskens will charge interest on overdue amounts. Interest will be levied from the due date of the invoice until full payment is received. If no applicable legislation governs interest on late payments, Rooskens may charge interest at a rate of 1.5% per commenced month from the due date. Charges for interest will be in accordance with applicable law. Additionally, if the Customer defaults on payment on two (2) or more consecutive occasions, Rooskens may charge a fixed compensation of 6% of the overdue amounts to cover administration and other costs related to the delay.
- 7.12. Rooskens and/or its Affiliates reserve the right to take out debtor insurance to cover any amounts due from the Customer and/or its Affiliates in connection with the Agreement and/or the Services.

## **8. Lien**

- 8.1. Unless otherwise agreed in writing, Rooskens shall have a right of retention and a general lien over all Goods in its possession or control, as well as any related documents, for all sums due at any time from the Customer and/or the Owner, on any account whatsoever. In the event that the Goods are lost or destroyed, Rooskens shall retain similar rights concerning any compensation

payable by insurance companies, carriers, or other third parties. The Customer shall not pledge any rights of surety, lien, or other security interests over such Goods to a third party without Rooskens's prior written consent.

- 8.2. In the event that any sum due to Rooskens from the Customer or Owner remains unpaid, Rooskens, upon providing reasonable advance notice in writing to the Customer, shall be entitled (without liability to the Customer or Owner) to sell or dispose of the Goods or documents via public auction or private treaty, at the risk and expense of the Customer and Owner. Rooskens shall apply the proceeds of such sale or disposal toward payment of the sums due, including any costs incurred in exercising its rights under this Clause. The Customer acknowledges and agrees that such sale or disposal will not infringe upon any intellectual property rights or trademarks. The Customer further guarantees not to file claims against Rooskens or the purchaser of the Goods in respect of any such breach of intellectual property rights, trademarks, or any other claim or loss arising from the disposal or sale of the Goods by Rooskens.

## **9. Insurance**

- 9.1. Rooskens shall maintain liability insurance as may be required by law or as is standard in its trade or business.
- 9.2. Unless specifically agreed otherwise in writing, Rooskens will not provide Cargo Insurance for Goods being transported, handled, or stored. As Rooskens's liability is limited in accordance with Section 11 of these Conditions, Rooskens strongly encourages the Customer to secure Cargo Insurance to cover the Goods during transport, handling, and storage.

## **10. General indemnities**

- 10.1. The Customer and Owner, both jointly and severally liable, shall each indemnify, hold harmless, and, upon Rooskens's request, defend Rooskens, its officers, directors, and employees, from claims by any third party arising from a breach of this Agreement, negligence, or wilful misconduct by the Customer and/or Owner or any Person acting on their behalf, which causes damage to third-party property or injury or death to a third party in connection with this Agreement. Rooskens must promptly notify the Customer of any such claims in order to exercise this right.
- 10.2. Furthermore, the Customer and Owner, both jointly and severally liable, shall each defend, indemnify, and hold harmless Rooskens from liability, loss, damage, delay, costs, and expenses arising from or in connection with:
- a) The Customer's and/or Owner's negligence or wilful misconduct;
  - b) The nature or inherent vice of the Goods, except to the extent caused by Rooskens's negligence;
  - c) Duties, taxes, imposts, levies, deposits, and outlays levied by any Authority with respect to the Goods and/or Containers, and all liabilities, payments,

finances, costs, expenses, losses, and damage sustained by Rooskens in connection therewith, except to the extent caused by Rooskens's negligence or wilful misconduct;

- d) Rooskens acting in accordance with the Customer's or Owner's instructions;
- e) A breach of warranty stipulated in Clauses 3.1-3.4, or obligations by the Customer or arising from the negligence of the Customer or Owner;
- f) Any other Person relying on advice or information, in whatever form, provided by Rooskens solely for the Customer's benefit.

10.3. The Customer and Owner shall be jointly and severally liable for the loss, damage, contamination, soiling, detention, or demurrage before, during, and after Carriage due to negligence or wilful misconduct by the Customer, Owner, or any Person acting on their behalf, or for which the Customer is otherwise responsible, including for property belonging to:

- a) Rooskens (including, but not limited to, Containers);
- b) Rooskens's servants, subcontractors, or agents;
- c) Independent contractors engaged by Rooskens for part or all of the Services;  
or
- d) Any other Person.

## **11. Liability**

11.1. Rooskens shall not be liable for any loss, damage, or delay arising in connection with the Services and/or Goods, including but not limited to cases where such loss, damage, or delay results from Rooskens's gross negligence or willful misconduct.

11.2. Without prejudice to the general exclusion of liability set out in Clause 11.1, Rooskens is especially not liable for any loss, damage, or delay arising from the following:

- a) Acts or omissions by the Client, Owner, or any person acting on their behalf, including any failure to comply with Rooskens' instructions or recommendations;
- b) Compliance with instructions or requests given by the Client, Owner, or any other authorized person to Rooskens, including, but not limited to, instructions related to delivery, handling, or documentation, regardless of whether such instructions were in writing or otherwise;
- c) Inadequate or improper packaging, labeling, or documentation of the Goods, unless Rooskens specifically provided such services or assumed responsibility for these matters;
- d) Handling, loading, unloading, stowing, or securing of the Goods by the Client, Owner, or any person acting on their behalf, whether or not Rooskens has supervised or been informed of such actions;

- e) The inherent nature, defect, or harmful characteristics of the Goods, including any latent defects, contamination, or deterioration that could have been reasonably anticipated by the Client or Owner;
- f) Actions or omissions by any Government authority, including customs, regulatory agencies, or other official bodies, as well as any events of force majeure such as riots, civil unrest, strikes, lockouts, work stoppages, or restrictions on labor, regardless of the cause;
- g) Any obstacles or delays caused by events outside of Rooskens' control, including, but not limited to, weather conditions, accidents, natural disasters, or acts of war;
- h) Any other cause beyond Rooskens' control or that Rooskens could not avoid or mitigate despite exercising reasonable care, including circumstances where Rooskens was unable to perform its obligations due to technical or operational failures.

Additionally, Rooskens shall not be liable for any indirect, consequential, or incidental damages, special damages, penalties, or any other economic damages, including loss of profits, loss of income, loss of customer base, loss of goodwill, or loss of savings, whether or not such damages were foreseeable or Rooskens was aware of the possibility thereof

- 11.3. If Rooskens engages subcontractors for the performance of the Services, Rooskens shall benefit fully from all rights, limitations, and exclusions of liability available under the agreement between Rooskens and the subcontractor, as well as under applicable laws and regulations. Rooskens' liability shall never exceed the amount actually received from the subcontractor.
- 11.4. If applicable, Rooskens' liability concerning loss, damage, or delay of Goods transported by air shall be governed by the provisions and liability limits of the International Convention for the Unification of Certain Rules Relating to International Air Transport (Montreal Convention), and Rooskens shall not be liable for more than the limits set forth in the convention, except for mandatory obligations under applicable law.
- 11.5. If applicable, Rooskens' liability for loss or damage to Goods carried by sea shall be determined in accordance with the International Convention for the Unification of Certain Rules Relating to Bills of Lading (Hague-Visby Rules), as amended, subject to the liability limits contained therein. Non-containerized Goods that are carried on deck, as specified in the contract of carriage, shall be carried at the Client's own risk. Rooskens shall not be liable for loss or damage to such Goods, including loss or damage caused by unseaworthiness of the vessel or Rooskens' negligence. For Goods transported by sea to or from the United States, Rooskens' liability shall be subject to the Carriage of Goods by Sea Act of 1936 (COGSA). In cases where non-containerized Goods are carried on deck, the Goods shall be carried at the Client's own risk for perils inherent in such carriage. In all other respects, Rooskens' liability shall be determined in accordance with the provisions and limits of liability contained in COGSA.

- 11.6. If applicable, Rooskens' liability regarding loss, damage, or delay of Goods transported internationally by road shall be limited to the provisions of the CMR Convention, subject to the applicable liability limits.
- 11.7. If applicable, Rooskens' liability for loss, damage, or delay of Goods transported internationally by rail shall be governed solely by the provisions of the CIM Uniform Rules, subject to the applicable liability limits.
- 11.8. Rooskens' total liability for any loss, damage, or claim related to the performance or non-performance of Services or any other obligations under this agreement shall never exceed 50,000 (fifty thousand) SDR per calendar year.
- 11.9. For all other losses, damages, or claims, including cases where the international treaties/rules and national laws referenced in Articles 11.4 to 11.7 are deemed inapplicable, and in the event that Rooskens is held liable despite the exclusions in Article 11.2, Rooskens' liability shall be strictly limited to the following amounts:
- a) In the case of loss or damage to Goods or other property, the lesser of: 2 (two) SDR per kilogram of the gross weight of the Goods or property lost or damaged, or 10,000 (ten thousand) SDR per occurrence, or 50,000 (fifty thousand) SDR in the aggregate per calendar year;
  - b) In the case of delay or claims related to delay, the lesser of twice Rooskens' fees for the delayed Service(s), where applicable, or 10,000 (ten thousand) SDR per occurrence;
  - c) For any other loss, damage, or claim (including errors or omissions), the lesser of 10,000 (ten thousand) SDR per occurrence or 50,000 (fifty thousand) SDR in the aggregate per calendar year.
- 11.10. Rooskens' total liability for any loss, damage, or claim related to the performance or non-performance of Services or any other obligations under this agreement shall never exceed 50,000 (fifty thousand) SDR per calendar year.

## **12. Notice of Claim**

- 12.1. Any notice of claim must be promptly submitted to Rooskens without undue delay. In cases where the Goods are visibly damaged or lost, notice must be given immediately upon receipt of the Goods. For non-visible damage or loss, notice of claim must be provided within the time period specified by applicable law and/or relevant international conventions (including, but not limited to, those mentioned in Articles 11.4 to 11.7). In the absence of any such provision, notice must be given no later than seven days from the day of receipt of the Goods.
- 12.2. If the Customer fails to provide notice within the period outlined in Clause 12.1, the Customer shall bear the burden of proving that the damage or loss of the Goods occurred prior to receipt. In

the absence of such proof, the Goods will be deemed to have been delivered in perfect condition, and no claim will be accepted.

- 12.3. Unless otherwise required by mandatory law, any notice of claim regarding delay, total loss of the consignment, or matters unrelated to damage or loss of Goods must be submitted within 14 (fourteen) days from the day the Customer knew, or should have known, of the facts giving rise to Rooskens's liability. Failure to submit such a notice of claim within the specified timeframe will result in the forfeiture of the Customer's right to make a claim.

### **13. Lapse Period**

- 13.1. Except where mandatory provisions of applicable law provide otherwise, any legal claim or proceedings against Rooskens shall be inadmissible and have lapsed if not initiated within a period of one (1) year. The time limit period shall commence from the earliest of the following events:

- a) In the case of damage to or loss of Goods, from the date the Goods were delivered to the consignee.
- b) In the case of delay, total loss of the consignment, or any other type of loss not covered by point (a), from the time when the delay, total loss, or other loss could reasonably have become known to the Customer/claimant or its agents/representatives.

Failure to initiate legal action within the above lapse period shall result in the final and irrevocable forfeiture of all rights to claim against Rooskens, irrespective of the nature or extent of the alleged damage or loss.

- 13.2. Rooskens reserves the right to terminate, in whole or in part, the Agreement and/or any Services provided thereunder, at its sole discretion, for convenience and without cause, by providing the Customer with at least 30 (thirty) days' prior written notice.

### **14. General Average**

- 14.1. In the event of General Average, it shall be adjusted at any port or place, at the discretion of Rooskens or its subcontracted carrier, and shall be governed by and settled in accordance with the York-Antwerp Rules of 1994, in relation to all goods, whether carried on deck or under deck. The New Jason Clause, as approved by BIMCO at the time of the provision of Services, is hereby incorporated into and forms part of these Conditions. The Customer agrees to defend, indemnify, and hold harmless Rooskens from any liability, claims, demands, and/or costs arising from any General Average involving the Customer's Goods, including any claims or demands for General Average security that may be made against Rooskens and/or the Goods. The Customer shall promptly provide any security required by Rooskens in connection with such claims.

## **15. Both-to-Blame Collision Clause**

- 15.1. To the extent applicable, the Both-to-Blame Collision Clause, as recommended by BIMCO at the time of the provision of Services, is hereby incorporated into and forms part of these Conditions. The Customer agrees to be bound by the terms and provisions of this clause, which shall apply in the event of a collision where both Rooskens and another party are at fault.

## **16. Rooskens acting as Agent**

- 16.1. Rooskens is acting solely as an agent in relation to the Services.
- 16.2. Rooskens does not enter into, nor purport to enter into, any contract with the Customer for the carriage, storage, handling of Goods, or any other physical service in relation to them. Rooskens acts solely on behalf of the Customer to secure such services, establishing direct contractual relationships between the Customer and third parties.
- 16.3. Rooskens shall not be liable for the acts or omissions of third parties as referenced in Clause 16.2. Rooskens shall only be held liable if it fails to exercise reasonable care and diligence in selecting or contracting the third party.
- 16.4. The Customer shall defend, indemnify, and hold Rooskens harmless against any liability, loss, damage, costs, or expenses arising out of contracts made for the procurement of services required by the Customer as per Clause 16.2.

## **17. Hindrance**

- 17.1. Rooskens shall make reasonable efforts to perform and complete the agreed Services. However, if the performance of the Services is impacted by any hindrance, risk, or delay not attributable to Rooskens or its subcontractors, including but not limited to events of Force Majeure, Rooskens shall not be held liable for any resulting loss, damage, delay, or any claims related thereto.
- 17.2. Any delay or failure in the performance of Services due to a hindrance event shall not be deemed a breach of the Agreement.
- 17.3. If a hindrance event persists for more than 30 (thirty) consecutive calendar days, Rooskens may terminate the specific Services affected by the hindrance, provided that written notice is given to the Customer. Prior to termination by the Customer, the Customer must first provide written notice requesting corrective action, giving Rooskens a reasonable period to rectify the situation. If the hindrance persists for a minimum of 90 (ninety) consecutive calendar days after such written notice, the Customer may terminate the specific Services affected by the hindrance with written notice to Rooskens.

## **18. Data Privacy**

- 18.1. Rooskens shall have the right to process personal data provided by or about the Customer, Owner, or any other person in connection with the Services. Rooskens may transfer such data to other group companies and contractors, including those in countries that may not offer the same level of data protection as the country where some of the Services are provided. Rooskens may process the data in such countries if and to the extent that the transfer and processing of the data in those countries is necessary or feasible for the performance of the agreed Services. The Customer warrants (i) that the personal data provided by the Customer, Owner, or any other person to Rooskens in connection with the Services has been lawfully obtained, (ii) that the relevant provider is authorized to provide such data to Rooskens if and to the extent the transfer and processing of such data in other countries is required for the performance of the Services, and (iii) that the Customer has obtained informed and specific consent from the relevant individual(s) with respect to such data, and Rooskens may use such consent to send notifications and transfer the data as required for the performance of the Services in the normal course of business. Rooskens will process any such personal data in accordance with Rooskens' Privacy Policy published on Rooskens' website at [www.rooskensgroup.com/en/conditions/](http://www.rooskensgroup.com/en/conditions/). Furthermore, the Customer warrants that they have obtained informed and specific consent from any applicable Owner or other individual, allowing Rooskens to use the Owner's personal data in accordance with the above-linked Rooskens Privacy Policy in effect at the time of performing the Services for purposes other than those specified above.

## **19. Miscellaneous**

- 19.1. Rooskens shall have the right to unilaterally amend these Conditions at any time by publishing such amendments on Rooskens' website. Any Agreement concluded by Rooskens after such publication shall be governed by the amended Conditions, and the Customer shall be bound by these updated terms.
- 19.2. The Customer shall not assign or transfer any rights or obligations under the Agreement to any third party or affiliate without the express prior written consent of Rooskens. Rooskens may grant or withhold its consent at its sole discretion and may impose conditions on such consent, including requiring amendments to the Agreement's terms or conditions as necessary to mitigate any increased risks arising from the assignment or transfer of rights and obligations.
- 19.3. All notifications between the parties shall be made in writing, either by air-mail or e-mail. Any notice sent by Rooskens by way of air-mail shall be deemed to have been given on the third day following the day it was mailed. Any notice sent by the Customer shall be deemed to have been given at the moment it is received by Rooskens.
- 19.4. The headings of clauses or groups of clauses in these Conditions are for convenience only and shall not affect the interpretation of the Conditions.



19.5. In the event that any legislation mandatorily applies to the Services, in whole or in part, these Conditions shall be subject to such legislation. However, nothing in these Conditions shall be construed as a waiver of any of Rooskens' rights or immunities, nor shall it increase Rooskens' responsibilities or liabilities under such legislation. If any part of these Conditions is found to conflict with such legislation, that part shall be modified or overridden only to the extent necessary to comply with the legislation, and the remainder of the Conditions shall continue to apply.

## **20. Confidentiality / Neutrality**

20.1. The Customer shall not be entitled to disclose any information provided by Rooskens or its subcontractors to third parties, unless required by law.

20.2. It is strictly prohibited for the Customer to directly contact any subcontractor, carrier, agent, or other third party engaged by Rooskens for the execution of the Services, for the purpose of entering into a new assignment or business relationship. The Customer guarantees it shall not conduct any direct business with such parties and shall refer any such inquiries back to Rooskens. The Customer expressly agrees to respect this so-called neutrality. Any breach of this obligation shall result in a penalty of at least € 5,000 per violation and € 500 for each day the violation continues, without prejudice to Rooskens' other rights under the Agreement or at law, including the right to terminate the Agreement and to claim full compensation for damages.

## **21. Dispute resolution and applicable law**

21.1. Unless otherwise governed by mandatorily applicable national or international legislation or expressly agreed in writing by the parties, the law of the jurisdiction where Rooskens' Registered Office is located shall apply to these Conditions, the Agreement between Rooskens and the Customer, and to any disputes arising out of or in connection with these Conditions and/or the Agreement.

21.2. Unless otherwise agreed in writing or required by mandatory law, any dispute arising out of or in connection with this Agreement, including its subject matter, formation, and/or the Services, shall be exclusively subject to the jurisdiction of the courts in the jurisdiction of Rooskens' Registered Office. The Customer irrevocably submits to the exclusive jurisdiction of such courts.