

General Terms and Conditions Expect Forwarding BV.

These are the general terms and conditions of Expect Forwarding BV. ("Expect"), a company with address Albert Einsteinstraat 26, Oud-Beijerland. Expect is registered with the Chamber of Commerce under number 62689908.

### **1. Applicability**

1. These general terms and conditions apply to all services of Expect, to any agreement that is concluded between Expect and a User (as defined below) of our website [expect.online](http://expect.online) (the "Website") and all legal relationships and (right) actions resulting therefrom.
2. By using the Website and Expect's services, you agree to be bound by these terms and conditions.
3. "Users" means all natural and legal persons who visit the Website, log in to the Website, and/or use, share and/or post the information provided on the Website.
4. Expect will send the general terms and conditions free of charge upon request. The terms and conditions are also available on [expect.online](http://expect.online).
5. The above definitions are used in these general terms and conditions in both the singular and the plural.

### **2. Expect**

Expect offers an online platform for organizing international transport in which Expect acts as a forwarder.

Forwarder in the context of these general terms and conditions does not exclusively mean the forwarder as referred to in Book 8 of the Dutch Civil Code. The person who orders the forwarder to perform actions and activities is considered to be the forwarder's client, regardless of the agreed method of payment.

### **3. Use Website / Platform**

1. The User must observe Dutch and other applicable laws or regulations when using the Website.
2. User may not distribute the following through the Website:
  - a. Plagiarism and/or previously published content;
  - b. pornographic videos, images or other media with an erotic content;
  - c. Texts or images that are offensive, racist, discriminatory or hate speech;
  - d. unsolicited advertising (spam);
  - e. False or misleading information; and/or

- f. Viruses, malware, spyware or other software intended to cause damage to computers of ours or other Users.
3. User may not create an account under someone else's name or otherwise impersonate someone else.
4. The User may not approach other Users for commercial purposes other than those for which the Website is intended.
5. If User wishes to report another User who is abusing the Website, User can send a message to [info@explect.com](mailto:info@explect.com).
6. Explect reserves the right to adjust or omit the information provided to the User before it is made known to Users and/or is published on the Website.
  
7. The Client guarantees that all personal data or all other data transferred or provided to Explect during: execution of the Service by Explect is accurate, complete and lawfully obtained.
8. The client hereby guarantees that all personal data or all other data that have been transferred or provided to Explect during: execution of the Service by Explect is accurate, complete and lawfully obtained.
9. Both parties warrant that any personal data stored by one party to the other under strict privacy rules may not be sold or traded for material gain and the processing of such data must comply with applicable privacy laws, including the GDPR.

#### 4. Account

1. User must be at least 16 years old to create an account.
2. User must protect the login details of his account from others.
3. User must keep his password strictly secret. Explect may assume that everything that happens on or with the User's account is done by the User or under the supervision of the User.
4. If the User thinks or knows that his account is being abused, the User must report this to Explect as soon as possible. Explect will in that case take appropriate measures.
5. The User is responsible for his conduct and any data, text, files, information, usernames, images, photos, profiles, graphic arts, copyrighted works, links and other content or materials.
  
6. The User is responsible for the confidential information that he provides to Explect or for omitting confidential information.
7. Explect is entitled to determine at its own discretion whether an account will be provided.

8. Expect has the right at all times to adjust or delete accounts, profiles, data and other information. In addition, Expect has the right to deny Users access to the Website for a definite or indefinite period of time.

9. If Expect is of the opinion that the User is infringing the law or these general terms and conditions, Expect may (partially) exclude the User from the Website. Expect may, for example, exclude the User from the Website by:

- a. delete the User's account; or
- b. block parts of the Website for the User.

10. Accepting an offer via the website is regarded as an assignment to Expect in which the user and his entity act as client.

## **5. Scope**

1. With regard to the actions and activities, such as those of shipbrokers, stevedores, carriers, insurance brokers, storage and control companies, etc., which are performed by the forwarder, the usual conditions in the industry concerned, such as Forwarding Conditions, B /L conditions, CMR conditions, AWB conditions and conditions whose applicability is stipulated.

2. Expect is at all times entitled to declare applicable provisions from the conditions of third parties with whom it has concluded agreements for the execution of the assignment.

3. Expect has the right to have the execution of the assignment and/or the related work done by third parties or with employees of third parties. Insofar as those third parties, or their employees, are legally liable towards Expect's client, it is stipulated on their behalf that they will be regarded as being exclusively employed by Expect for the work for which Expect uses them. All stipulations regarding exclusion and limitation of liability, as well as regarding indemnification of Expect, shall apply to them, as described in these terms and conditions.

4. Orders for cash on delivery, against bank receipt, etc. are deemed to be forwarding activities.

## **6. Conclusion of the agreement**

1. All offers made by Expect are without obligation.
2. All prices offered and agreed are based on the rates, wages, costs of social measures and/or laws, freight and exchange rates,

that apply at the time of offering or entering into the agreement, respectively.

3. In the event of a change in one or more of these factors, the prices offered or agreed will also be changed accordingly and with retroactive effect until the time of change. Expect must be able to demonstrate the changes.

4. If all-in or fixed rates are charged by Expect, these rates must be considered to include all costs that are included in

will generally be for Expect's account during normal processing of the assignment.

5. Unless stipulated otherwise, all-in or fixed rates in any case do not include: duties, taxes and levies, consulate and legalization costs, costs for preparing bank guarantees and insurance premiums.

6. For special performances, unusual, particularly time-consuming or effort-intensive work, an additional remuneration - to be determined in fairness - can always be charged.

7. In the event of insufficient loading and/or unloading time - regardless of the cause - all costs arising therefrom, such as demurrage, etc., shall be borne by the client, even if Expect has accepted the bill of lading and/or the charter party from which the additional costs arise, without protest.

8. Extraordinary expenses and higher wages, which arise when transport companies, pursuant to any provision in the relevant transport documents, load or unload during the evening, at night, on Saturdays or on Sundays or public holidays, are not included in the agreed prices, unless separately has been stipulated. Such costs must therefore be reimbursed to Expect by the client.

## **7. Insurance**

1. Insurance of whatever nature is only provided at the expense and risk of the client upon express written order, or via selection of the insurance when booking on [platform.expect.online](https://platform.expect.online). Specifying the value alone is not sufficient.

2. If Expect has taken out an insurance policy in its own name, it is only obliged - if requested - to transfer its claims against the insurer to the client.

3. Expect is not responsible for the choice of the insurer and its solvency.

4. Explect is entitled, if it uses trestles and similar tools in the execution of the order, to take out insurance at the expense of the client, which covers the risks that arise for Explect from the use of these tools.

### **8. Implicit assignment customs formalities**

1. Insofar as this has not been agreed in the offer made, Explect is required to provide information that is required for the performance of customs formalities,

an order for customs formalities, unless otherwise agreed in writing.

### **9. Execution of the agreement**

1. If the client has not given any specific regulations in this regard with his order, the method of shipment and the route are at the discretion of the Explect, whereby the latter can always accept the documents that are held by the companies with which he has to carry out the order given to him. to contract, to be customary

2. The client is obliged to ensure that the goods are available at the agreed place and time.

3. The client is obliged to ensure that the documents required for receipt and dispatch, as well as instructions, are in the possession of Explect in good time.

4. Explect is not obliged, but is entitled to investigate whether the statements made to it are correct and complete.

5. Explect is not obliged to receive warranty against defects in documents. If Explect provides a guarantee, his client is obliged to indemnify him against all consequences thereof.

6. All manipulations such as checking, sampling, taring, counting, weighing, measuring, etc. and taking receipt under judicial expertise are exclusively done on the explicit prescription of the client and against payment of costs.

7. Nevertheless Explect is entitled, but not obliged, to take all measures on its own authority and at the expense and risk of the client, which it deems necessary in the latter's interest.

8. Explect does not act as an expert. No liability arises for him from statements of the condition, nature or quality of the goods; nor does he assume any liability with regard to conformity of samples with the party.

9. The addition "approximately" gives the client the freedom to deliver 2.5% more or less.

## **10. Liability**

1. All actions and activities are for the account and risk of the client.
2. Expect is - without prejudice to the provisions of article 16 - not liable for any damage, unless the client proves that the damage was caused by the fault or negligence of Expect or its subordinates.
3. Expect's liability is in all cases limited to 10,000 SDR per event or series of events with one and the same cause of damage, on the understanding that in the event of damage, depreciation or loss of the items included in the order, the liability will be limited to 4 SDR per kg damaged or lost gross weight with a maximum of 4,000 SDR per shipment.
4. The damage to be compensated by Expect will never amount to more than the invoice value of the goods to be proved by the client, failing which the market value to be proved by the client will apply at the time the damage occurred. Expect is not liable for lost profit, consequential damage and immaterial damage.
5. If damage occurs during the execution of the assignment for which Expect is not liable, Expect must make an effort to recover the damage from the client from the person who is liable for the damage. De Expect is entitled to charge the costs incurred thereby to the client. Upon request, Expect will cede its claims to third parties engaged by it for the execution of the assignment to the client.
6. The client is liable towards Expect for damage as a result of the (nature of the) goods and their packaging, the incorrectness, inaccuracy or incompleteness of instructions and data, failure to make the goods available or not timely making them available at the agreed time and place, as well as the failure to provide documents and/or instructions or not to do so on time, and the fault or negligence in general on the part of the client and its subordinates and third parties engaged and/or employed by it.
7. The client will indemnify Expect against claims from third parties, including subordinates of both Expect and the client, in connection with the damage referred to in the previous paragraph.
8. Expect, which does not transport itself, is not liable as a carrier, even if all-in or fixed rates have been agreed, but under these conditions.

## **11. Force majeure**

- Force majeure applies to all circumstances that Expect cannot reasonably
1. has been able to avoid and the consequences of which Expect could not reasonably have prevented.

2. In the event of force majeure, the agreement will remain in force, but the Explect's obligations will be suspended for the duration of the force majeure.
3. All additional costs caused by force majeure, including, but not limited to, transport and storage costs, warehouse or site rent, demurrage and demurrage charges, insurance, removal, etc., shall be borne by the client and shall be submitted at Explect's first request. these to be met.

## **12. Time Delivery**

1. A mere mention by the client of a time of delivery is binding the Explect does not.
2. Times of arrival are not guaranteed by Explect, unless otherwise agreed in writing.
3. No claim can be submitted if the specified time delivery is not achieved.
4. The transit days are always indications on the platform, no rights can be derived from this.

## **13. Mandatory Law**

1. If the goods are not delivered without delay at their destination in the condition in which they were made available, Explect is obliged, insofar as it itself performed a transport agreement that it would conclude with another party, to inform the client without delay. to report the damage.

2. If Explect does not make the notification referred to in the first paragraph, then if it is not addressed as a carrier in time as a result, in addition to compensation for the damage that the client otherwise suffered as a result, it owes compensation equal to the compensation that it would have had to comply if he had been addressed in time as carrier.

3. If the goods are not delivered without delay at destination in the condition in which they were made available, Explect is obliged to inform the client without delay, insofar as it did not itself perform the transport agreement that it would conclude with another party. which contracts of carriage he entered into for the performance of his obligation. He is also obliged to make available to the client all documents that he has or that he can reasonably provide, insofar as these can at least serve to recover damage that has occurred.

4. From the moment on which he clearly informs Explect that he wishes to exercise them, the client acquires the rights and powers that would have accrued to him, if he himself as sender had concluded the agreement, towards the person with whom Explect has acted. have closed. he can

take legal action in the matter, if he submits a statement to be issued by Explect - or in the event of its bankruptcy by its curator - that an agreement has been concluded between itself and Explect with regard to the goods to have them transported.

5. If Explect does not fulfill an obligation as referred to in the third paragraph, in addition to compensation for the damage that the client otherwise suffered as a result, he will owe compensation equal to the compensation that the client could have obtained from him, if he had the agreement that he concluded himself, less any compensation that the client may have received from the carrier.

#### **14. Payment**

1. The client is obliged to pay Explect the agreed fee and the other costs, freight, duties, etc. arising from the agreement and/or these terms and conditions, upon arrival of goods to be received or shipment of goods to be sent. The risk of exchange rate fluctuations is for the account of the client. The agreed compensation and the other costs, freight, duties, etc. arising from the agreement and/or these terms and conditions are also due if damage has occurred during the execution of the agreement.

2. If, contrary to paragraph 1 of this article, Explect applies a credit term, Explect is entitled to charge a credit restriction surcharge.

3. If the client does not pay the amount owed immediately after notification or after the credit term has been applied, the client is in default without notice of default or further summons and Explect is entitled to pay the statutory (commercial) interest in accordance with Articles 6:119 or 6: 119a Civil Code to be charged.

In the event of termination or dissolution of the agreement, all claims - 4. also future ones - from Explect immediately and fully due and payable. In any event, all claims will be immediately due and payable in full if: - the client is declared bankrupt, the client applies for a suspension of payments or otherwise loses the free disposal of its assets; - the client offers an arrangement to its creditors, is in default with the fulfillment of any financial obligation towards Explect, ceases to conduct its business or - in the case of a legal person or company - if it is dissolved.

5. Under the forwarding agreement, the client is obliged to provide security at Explect's first demand for what the client owes or will owe to Explect. This one



obligation also exists if the client itself has already had to provide or has provided security in connection with the amount owed.

6. Expect is not obliged to provide security from its own resources for payment of freight, duties, levies, taxes and/or other costs, if this should be required. All consequences of not or not immediately complying with an obligation to provide security shall be borne by the client. If Expect has provided security from its own resources, it is entitled to demand immediate payment from the client of the amount for which security has been provided.

7. The client is at all times obliged to pay Expect any amounts to be collected or to be recovered in connection with the assignment, as well as any associated fines imposed on Expect.

The aforementioned amounts must also be reimbursed to Expect by the client, if Expect is held liable for this by a third party engaged by it in connection with the forwarding agreement.

8. The client will at all times reimburse Expect for the amounts that as a result of incorrectly charged freight and costs, as well as all additional costs that are claimed or additionally claimed from Expect in connection with the order.

9. The client is not entitled to apply set-off with regard to amounts that Expect charges to the client pursuant to an agreement existing between them.

10. Payments on account are deemed to have been made in the first place against unsecured claims, irrespective of whether other instructions have been given at the time of payment.

11. If, in the event of late payment, collection is made by judicial or other means, the amount of the claim will be increased by 10% administration costs, while the judicial and extrajudicial costs will be borne by the client up to the amount paid or owed by Expect.

## **15. Pledge**

1. Expect has a continuous right of pledge and a right of retention towards anyone who requires it to be handed over to all items, documents and monies that Expect has or will have in its possession for whatever reason and for whatever purpose, for all claims that it is charged to the client. and/or owner has or was allowed to have. When the goods are forwarded, Expect is entitled to take the amount owed thereon or to draw a bill for it with shipping documents attached.

2. Explect can also exercise the rights granted to it in paragraph 1 for that which is still owed to it by the client in connection with previous assignments.

3. Explect is entitled to also exercise the rights granted to it in paragraph 1 for that which affects the goods by way of cash on delivery.

In the event of non-payment of the claim, the sale of the

4. collateral in the manner determined by law or - if there is agreement about this - privately.

## **16. Additional Specific Provisions for Modalities**

1. The transport by road transport is the collection / delivery of sea freight, rail or air freight.

a. Free Loading/Delivery 2 hours for FTL/LTL. Groupage and Part loads have pro rata time.

b. Additional waiting time is €75.00 per hour.

c. In case of cancellation up to 2 working days before the execution, 80% of the original costs due and payable by Explect.

d. In case of cancellation within 2 working days until execution and error freight, 100% of the original costs are due and payable by Explect.

e. By default, pick and/or delivery takes place on working days between 08:00 and 17:00 local time.

f. Transit days give an indication of the expected lead time, no rights can be derived from this.

g. If Euro pallets are applicable, they must be exchanged with the carrier. In the absence of exchange, the pallets will be charged pro rata market price.

2. Have it transported by sea freight

a. Free Loading/Delivery 2 hours, of which max 1 hour at the terminal

b. Additional waiting time is €75.00 per hour

c. In case of cancellation up to 7 working days before the execution, 80% of the original costs due and payable by Explect.

d. In case of cancellation within 7 working days until execution and error freight, 100% of the original costs are due and payable by Explect.

e. Demurrage, Detention and Lead costs are at the risk and expense of the client.

f. Gas measurements are carried out in accordance with the regulations of the Labor Inspectorate. The costs of the gas measurement are for the account and risk of the client.

g. As standard, pick and/or delivery takes place on working days between 08:00 and 17:00 local time without a loading or unloading ramp / side loader and/or kooiaap.

h. Transit days give an indication of the expected lead time, no rights can be derived from this.

If Euro pallets are applicable, they must be exchanged with

i. the transporter. If there is no exchange, the pallets will be charged

### 3. Transport via Airfreight

a. In case of cancellation up to 2 working days before the execution, 80% of the original costs due and payable by Expect.

b. In case of cancellation within 2 working days until execution and error freight are 100% of the original costs due and payable by Expect.

c. Costs for storage after the free period are at the risk and expense of the client.

d. By default, pick and/or delivery takes place on working days between 08:00 and 17:00 local time.

e. Transit days give an indication of the expected lead time, no rights can be derived from this.

f. If Euro pallets are applicable, they must be exchanged with the carrier. If there is no exchange, the pallets will be charged

### 4. Having Customs acts carried out

a. The client remains liable at all times for the discharge of customs documents, respectively for the correct statement of its products and associated commodity code, irrespective of the sales conditions.

b. Advance commission: 3% on excise duty, import duties, VAT and sea and air freight to be advanced by us, unless otherwise agreed.

c. A quotation is standard based on processing with 1 hs code, unless otherwise agreed in the quotation. Additional hs codes lead to additional costs per hs code. These costs depend on the country and type of customs procedure.

d. Expect is obliged to take action as soon as Expect receives a message from the competent authorities that an additional recovery has been made or that payment has not been made. For this, the client will be charged a one-time administration fee of € 125.00 per case, excluding all common rights, any fines and man hours.

e. Expect always has the right to pass on these costs in accordance with the manual of VGEM Handbook (HVGEM) for the costs that may arise during the customs procedure.

f. According to the signed direct representation, the client is always ultimately responsible for the import and export documents in accordance with the Customs Manual (HDU).

5. additional details on 16. 1. 2. 3. 4.

a. Explect is entitled to 24.95 Eur. as administrative costs for processing unexpected additional costs.

## 17. Final Provisions

1. These general terms and conditions are available in Dutch and English.

In the event of differences between translations of these Terms and Conditions and the Dutch text, the Dutch text will prevail. The latest version is always valid and can be [found on explect.nl under general terms and conditions.](https://www.explect.nl)

2. Legal and arbitral proceedings against third parties will not be conducted by Explect, unless the latter declares that it is prepared to do so at the request of the client and at its expense and risk.

3. Without prejudice to the provisions of paragraph 6 of this article, any claim becomes time-barred by the mere lapse of 18 months.

4. The periods referred to in paragraphs 2 and 3 commence on the day following that on which the claim became due and payable, or the day following that on which the injured party became aware of the damage. Without prejudice to the foregoing, the aforementioned periods for claims with regard to damage, depreciation or loss of the goods start on the day following that of delivery. The day of delivery is understood to mean; the day on which the goods were delivered from the means of transport or, if they have not been delivered, should have been delivered

5. In the event Explect is addressed by any government or third parties as referred to in Article 14, paragraph 7, the term referred to in paragraph 1 shall commence on the first of the following days:

· the day following that on which Explect is addressed by any government or third party;

· the day following that on which Explect has filed the claim against it met.

If Explect or a third party engaged by it as referred to in Article 17, paragraph 7, has lodged an objection and/or appeal, the term referred to in paragraph 1 commences on the day following that on which the decision in the objection and/or appeal has become final. .

6. Expect reserves the right to unilaterally adjust, supplement and/or change these general terms and conditions at any time without an obligation or notification thereof to Users. The most current version of the general terms and conditions can be found on the Website. By visiting the Website, the User is informed of the current general terms and conditions.

7. Expect may at all times make adjustments to the design or functioning of the Website and platform, including the underlying technical mechanisms.

8. All agreements to which these terms and conditions apply will be subject to Dutch law.

9. All disputes between Expect and Users will in the first instance be settled by the competent court of the Court of Rotterdam.

10. The place of settlement and settlement of claims is the place of establishment of the Expect.