

General Terms and Conditions of Delivery of Gordian Logistic Experts B.V.

0 Definitions

In these General Terms and Conditions of Delivery, the following concepts shall be understood as follows:

- Client: the party giving the commission.
- Contractor: Gordian Logistic Experts B.V., hereinafter referred to as "Gordian."
- Order or Contract: the agreement under which Gordian Logistic Experts B.V. undertakes to perform work for the Client.

1 Applicability

- 1.1 These General Terms and Conditions of Delivery shall apply to all consultancy services provided by Gordian to the Client, except to the extent that the contents of these General Terms and Conditions of Delivery are deviated from in writing in the order confirmation.
- 1.2 These General Terms and Conditions of Delivery shall apply to the exclusion of the General Terms and Conditions of the Client, unless agreed otherwise.

2 Offers and Conclusion of the Contract

- 2.1 All offers made by Gordian shall be without obligation and shall be valid for a period of 2 months from the date of the offer, unless stated otherwise in the offer.
- 2.2 The Contract shall be constituted by these General Terms and Conditions of Delivery together with the order confirmation and shall be concluded at the moment that Gordian receives the order confirmation signed by the Client. As long as the order confirmation has not been received, Gordian reserves the

right to deploy its (staff) capacity elsewhere. The order confirmation shall be based on the information provided by the Client to Gordian. The order confirmation shall be deemed to reflect the Contract correctly and completely.

3 Cooperation by the Client

- 3.1 The Client shall ensure that Gordian is provided in due time with all data and documents that Gordian has stated to be necessary or which the Client should reasonably understand are necessary for the execution of the Contract.
- 3.2 The Client shall ensure that Gordian is informed without delay of facts and circumstances that may be of importance in connection with the correct execution of the Contract.
- 3.3 The Client shall ensure that Gordian is provided with the necessary office space and all other facilities that, in the opinion of Gordian, are necessary and useful for executing the Order and that satisfy all relevant legal requirements.
- 3.4 Unless it arises otherwise from the nature of the Order, the Client shall deploy the staff or have the staff deployed that Gordian considers necessary to enable Gordian to perform the work. If specific staff is required, this shall be agreed on and laid down in the order confirmation. The Client shall ensure that its staff has the appropriate skills and knowledge to perform the work.
- 3.5 If the cooperation required for the execution of the Order has not been granted or has not been granted in due time by the Client, Gordian shall be entitled to suspend the execution of the Order and to charge the additional fees and costs resulting from the delay to

the Client in accordance with the usual rates.

4 Execution of the Order

- 4.1 All work performed by Gordian shall be done to the best of its knowledge and ability and in accordance with the requirements of good workmanship. In respect of the intended work, Gordian shall have an obligation to perform to the best of its ability.
- 4.2 Gordian shall determine the manner in which the Order is executed and shall take the wishes expressed by the Client into account as much as possible. Gordian shall ensure that the conduct of its staff is in accordance with the work and company rules of the Client, which shall be brought to Gordian's knowledge.
- 4.3 Gordian shall be entitled, after consultation with the Client, to change the composition of the consultant team whilst maintaining the continuity of the work and the required expertise of the team.
- 4.4 Gordian shall start consultations with the Client in due time if it appears necessary to change or supplement the work for adequate execution of the Order. In these consultations, all consequences (including financial ones and those in respect of time planning) of such a change or addition shall be discussed and, if necessary, laid down in writing.
- 4.5 If and insofar as it is required for proper execution of the Order, Gordian may, after prior approval, have specific work performed by third parties, at the expense and risk of the Client.
- 4.6 Because the duration of the Order may be affected by various factors, the terms within which the work must be completed shall only be considered firm terms if agreed on in writing. Unless it is obvious that execution is not possible, the Contract shall not be dissolved by the Client on account of late completion.

5 Fees

- 5.1 Gordian shall calculate the fee based on (standard) rates as stated in the offer, time units spent, and the number of deployed staff. The fee shall be exclusive of accommodation expenses and other order-related costs, which shall be calculated separately unless included in the offer. All rates shall be exclusive of VAT and other levies that are or may be imposed by the authorities.
- 5.2 The amounts due to Gordian shall be invoiced monthly and retroactively. Gordian shall be allowed to adjust the rates on 1 January of each calendar year. The Client shall be notified of this in writing not later than one month in advance.
- 5.3 A change in request by the Client or a request for additional and/or supplementary work may result in an increase in the fee and/or costs connected with the Order.

6 Payment

- 6.1 Payment of both fees and expenses claimed shall take place within 14 days after the invoice date by transfer of the due amount to the bank account of Gordian stated on the invoice. If the Client has not paid within this term or has not paid the full amount, the Client shall owe Gordian, without the need for a further notice of default, interest of 1% per month or part thereof on any overdue amount. Costs to be incurred or incurred by Gordian, including extrajudicial costs that have been fixed at 15% of the principal sum with a view to the fulfilment of the obligations of the Client pursuant to this Contract, shall be borne by the Client and shall be immediately payable to Gordian.
- 6.2 Gordian reserves the right to demand payment or advance payment from the Client, and the fulfilment of any obligation by Gordian may be suspended until payment has taken place.

7 Termination

- 7.1 Gordian and the Client shall be entitled to terminate the Contract at any time (also, therefore, before the Order has been executed) by registered letter, with one calendar month's notice.
- 7.2 Either party shall be entitled to terminate the Contract (early) by registered letter without due observance of a period of notice in case the other party is unable to settle its debts, or if a trustee, administrator, or liquidator has been appointed, the other party reschedules its debts or ceases its activities for any other reason, or if the other party reasonably considers it probable that one of the aforementioned circumstances will occur. If, pursuant to this article, Gordian has terminated the Contract, Gordian shall not be obliged to pay any damages and/or costs to the Client.
- 7.3 In case of (early) termination, Gordian reserves the right to payment of the claims for expenses incurred for the work performed until then as well as a right to payment of the costs of Gordian due to the transfer of work by Gordian.
- 7.4 If the Client initiates (early) termination, Gordian shall be entitled to compensation for the plausible loss of deployment suffered as well as additional costs that it had to incur reasonably due to the early termination of the Contract, unless the termination was based on facts and circumstances attributable to Gordian.
- 7.5 If, due to force majeure, Gordian is unable to fulfil its obligations under the Contract or is unable to fulfil them on time, Gordian shall be entitled, while the Client shall not be entitled to claim any compensation, to execute the Contract at a later time or, if fulfilment within a reasonable period of time is no longer possible, to dissolve the Contract entirely or partially, without owing any compensation to the Client.

8 Intellectual Property

- 8.1 Gordian shall obtain all intellectual property rights of procedures, know-how, consultancies, products, services, and computerised information systems that arise directly or indirectly from the execution of the Order.
- 8.2 Any documents provided by Gordian in the framework of the Order, such as reports, consultancies, agreements, designs, sketches, drawings, software, etc., shall remain the property of Gordian and shall be intended exclusively for use by the Client for the objective of the Order. Publication outside of the company of the Client and/or the use of (parts of) the aforementioned documents shall only be allowed after written permission from Gordian.
- 8.3 The Contract may include agreements regarding the use of the product or service developed by Gordian.

9 Liability and Indemnity

- 9.1 If the Client proves that it has suffered a loss due to an attributable failure on the part of Gordian, Gordian's liability for such loss shall be limited to the amount of the fee received for its work under the Order.
- 9.2 For Orders with a completion time exceeding six months, a further limitation of the aforementioned liability shall apply, to a maximum of the invoice amount over the past six months. Any claims by the Client under this section must be submitted in writing within 3 months after discovery of the damage and not later than 6 months after completion of the Order, failing which the Client shall have forfeited its rights.
- 9.3 Gordian shall never be liable for any other damage than direct damage. Direct damage shall refer here to:
 - The reasonable costs that the Client must incur to ensure that the performance of the Client complies with the Order;
 - Reasonable costs incurred to establish the cause and the scope of the damage;

- Reasonable costs incurred to prevent or mitigate damage, insofar as the Client demonstrates that these costs have led to the mitigation of direct damage as defined in these General Terms and Conditions of Delivery.

9.4 Gordian shall not be liable for any indirect or consequential damage, including, but not limited to, loss of profits, loss of business opportunities, loss of data, or damage due to business interruption.

9.5 The Client shall indemnify Gordian against all claims by third parties related to or arising from the execution of the Contract, except if such claims result from intentional or gross negligence on the part of Gordian.

10 Confidentiality

10.1 Both parties shall be obliged to maintain the confidentiality of all confidential information that they have obtained within the framework of the Contract from each other or from another source. Information shall be considered confidential if it has been designated as such by the other party or if it arises from the nature of the information.

10.2 If, on the basis of a statutory provision or a judicial ruling, Gordian is obliged to provide confidential information to third parties designated by law or the competent court, and Gordian cannot invoke a legal or recognised privilege permitted by the competent court, Gordian shall not be obliged to pay damages or compensation and the Client shall not be entitled to dissolve the Contract on the ground of any damage resulting from this.

11 Applicable Law and Dispute Resolution

11.1 The legal relationship between Gordian and the Client shall be governed by Dutch law.

11.2 Any disputes arising from or in connection with the Contract or these General Terms and Conditions of Delivery, which cannot be resolved

amicably, shall be submitted to the competent court in the district where Gordian has its registered office.

12 Amendment of Terms and Conditions

12.1 Gordian shall be entitled to amend these General Terms and Conditions of Delivery. Amendments shall be communicated to the Client in writing and shall take effect thirty (30) days after the date of such communication, unless the Client objects in writing within this period.

12.2 In the event of an objection by the Client within the said period, the parties shall enter into negotiations regarding the disputed amendment(s). If the parties cannot reach an agreement within thirty (30) days after the commencement of such negotiations, either party shall have the right to terminate the Contract by giving written notice to the other party, effective on the date specified in the notice.