

PHIMEX GENERAL TERMS AND CONDITIONS

Article 1. GENERAL PROVISIONS

- 1.1 These general terms and conditions apply to an agreement for direct representation which is or will be concluded between Phimex Douane Expeditors Waddinxveen B.V., established and with offices at Distributieweg 11, 2742 RB Waddinxveen, hereafter referred to as: "*Phimex*", and the Client. These general terms and conditions may also be declared applicable by Phimex to other agreements that it enters into in the context of its services.
- 1.2 Unless otherwise agreed, in addition, the relationship between the parties shall also be subject to the **Dutch Forwarding Conditions**¹, which are enclosed as Annex A, including the arbitration clause. The most recent version of the Dutch Forwarding Conditions will apply at any time. These Phimex General Terms and Conditions prevail over the Dutch Forwarding Conditions. The additional effect of the Dutch Forwarding Conditions only applies to those parts not regulated by the Phimex General Terms and Conditions and for which no provisions are made in the Phimex General Terms and Conditions.
- 1.3 These General Terms and Conditions as well as the Dutch Forwarding Conditions as described in Article 1.2 are also explicitly applicable to the agreement that is concluded by using the systems and/or platforms made available by Phimex, hereinafter referred to as "*Phimex on Demand*" and "*Phimex Connect*", via its website <http://phimex.nl/>, via an API link, XML link, or otherwise.

Article 2. OBLIGATIONS OF THE PARTIES

- 2.1 The Client has to provide Phimex with all the documents, information and data required for the execution of this agreement (including for each individual shipment/transaction) that can be expected on the basis of the applicable regulations and this agreement.
- 2.2 The Client has to truthfully enter all data in Phimex on Demand, Phimex Connect and/or provide them to Phimex in writing (in any other way).
- 2.3 In case Phimex on Demand or Phimex Connect does not (fully) provide for the possibility to provide the information required for the execution of the agreement, the Client will still have to provide this information to Phimex outside of Phimex on Demand and Phimex Connect.
- 2.4 If the Client does not use Phimex on Demand or Phimex Connect, it is also responsible for providing Phimex with all the necessary information required for the execution of the agreement.

¹ The Dutch Forwarding Conditions, filed by FENEX at the registry of the District Courts of Amsterdam, Gelderland, Zeeland-West Brabant and Rotterdam, can also be consulted at www.fenex.nl.

- 2.5 Phimex has to request the Client to provide the necessary documents, information and data, which Phimex reasonably knows are important to file a correct declaration.
- 2.6 Phimex will file the declaration on the basis of the information provided, unless agreed otherwise.

Article 3. SECURITY/PAYMENT OF DUTIES

- 3.1 Unless otherwise agreed, the facilities of Phimex will be used for the security and payment of duties, levies and taxes to the Dutch Tax and Customs Administration/Customs.

Article 4. OBLIGATION TO KEEP RECORDS

- 4.1 On the basis of the 'electronic declaration' authorisation issued to Phimex, Phimex is obliged to keep records which must include a copy of the documents and materials for each declaration. The Client has to keep the original documents and materials for the same period.
- 4.2 Without prejudice to Article 4.1, the Client is legally obliged to keep all data relating to the declaration, the documents and other information relating to the transaction in its records to the extent that these pertain to the declaration.

**Article 5. DURATION AND TERMINATION/WITHDRAWAL OF THE AGREEMENT/
AUTHORISATION**

- 5.1 The agreement between the parties is entered into for an indefinite period of time. The agreement can be terminated or the authorisation can be withdrawn by the Client with due observance of a period of notice of at least one month.
- 5.2 Phimex has the right to suspend the fulfilment of its obligations or to dissolve the agreement - without prejudice to its statutory rights - if:
- a. The Client does not fulfil its obligations under the agreement, or does not fulfil them in full, in a correct manner or in a timely manner;
 - b. After the agreement has been concluded, Phimex has become aware of circumstances that give good reason to fear that the Client will not fulfil its obligations.
- 5.3 If the Client has applied for a suspension of payments or is declared bankrupt, Phimex has the right to dissolve the agreement with immediate effect.
- 5.4 Phimex at all times has the right to refuse an assignment. Phimex also has the right to terminate the agreement with immediate effect, unless this has unacceptable consequences for the Client according to standards of reasonableness and fairness.
- 5.5 In derogation from Article 5.1, the parties may also agree that the agreement is entered into for a definite period of time or for the duration of the agreed shipment of goods.
- 5.6 Termination of the agreement must be done by registered mail or by e-mail.

- 5.7 What has been stipulated in the agreement will continue to apply even after termination of the agreement, insofar as relevant in connection with the fulfilment of Phimex' obligations as stipulated by the authorities.
- 5.8 Phimex has the right to keep the records even after the withdrawal, dissolution or cancellation of the authorisation or agreement - in the context of any inspections and other obligations of Phimex as stipulated by the authorities.

Article 6. LIABILITY

- 6.1 Phimex is not liable in connection with incorrect or incomplete data entered or provided by the Client.
- 6.2 Phimex is entitled to terminate the agreement with immediate effect if the Client has entered incorrect or incomplete details via Phimex on Demand, Phimex Connect or has provided Phimex with information in any other way.
- 6.3 The Client is liable for the damage that Phimex suffers as a result of incorrectly or incompletely entered or provided details, as well as in connection with the incorrect use of Phimex on Demand, Phimex Connect or the other facilities of Phimex, the relevant details have to be entered into by the Client.
- 6.4 Phimex cannot promise that its services will always meet the expectations of the Client. Nor can Phimex guarantee that its Website, Phimex on Demand and Phimex Connect will always function without errors and/or that continuous and/or secure access to the Website, Phimex on Demand and Phimex Connect - or parts thereof - can be obtained.
- 6.5 Phimex is not liable if its website and/or Phimex on Demand and/or Phimex Connect and/or other facilities (including hardware and software) of Phimex do not function, do not function properly, are not available or if there is no secure access, for whatever reason.
- 6.6 Phimex is also not liable if third-party facilities needed to realise and/or carry out an assignment website - such as a bank payment system - do not function, do not function properly, are not available or if there is no secure access, for whatever reason. This provision also applies, in particular, to the API link and XML link, the link with the customs authorities and the hardware and software and all other facilities of the customs authorities. Furthermore, Phimex is not liable for damage resulting from (other) shortcomings (including errors and delays) of third parties.
- 6.7 Phimex is not liable if third parties hack the website, Phimex on Demand or Phimex Connect and/or gain (unlawful) access to these facilities, as a result of which the Client suffers damage in any way and/or as a result of which the Client's data are obtained by (these) third parties.
- 6.8 Phimex is not liable if the Client's details become known to third parties for other reasons, except in the case of an intentional act or gross negligence.

- 6.9 All information and figures on the Website, in Phimex on Demand, Phimex Connect and on the forms and in documents used by Phimex are subject to spelling and typing errors. Phimex is not liable for any spelling or typing errors.
- 6.10 Phimex cannot guarantee the correctness and completeness of the information and documents provided. Phimex is therefore not liable, except in the case of an intentional act or gross negligence, for damage that has arisen as a result of the inaccuracy, incompleteness or unlawfulness of the content of the service provided by Phimex.
- 6.11 Phimex is not liable for consequential damage, loss of profit, lost savings and damage due to business interruption.
- 6.12 Phimex is also not liable for all other cases, except in case of intent or gross negligence on the part of Phimex.
- 6.13 Should Phimex nevertheless be liable, its liability is limited to a maximum of the invoice value of the assignment, or at least to that part of the assignment to which the liability relates.
- 6.14 All claims against Phimex that have not been submitted to Phimex within one year after the date on which they arose, must be considered to have lapsed.

Article 7. PERSONAL DATA

Personal data processed by Phimex

- 7.1 Phimex processes personal data because the Client uses its services and/or because the Client itself provides Phimex with these data. The personal data processed by Phimex are (not exclusively): first and last name, date of birth, place of birth, address, telephone number and e-mail address.

Personal data of persons under the age of 16

- 7.2 Phimex does not intend to use its website, Phimex on Demand, Phimex Connect or any other means to collect information about visitors or users under the age of 16, unless permission has been granted by their parents or guardian. However, we cannot check if a visitor is over the age of 16. We therefore encourage parents to be involved in the online activities of their children, in order to prevent data about children being collected without parental consent. If personal information about a minor child has been collected by Phimex without permission, please contact Phimex at phimex@phimex.nl. Phimex will then delete this information.

For what purpose and on what basis does Phimex process personal data?

- 7.3 Phimex processes personal data for the following purposes:
- for the execution of the assignment given by Client;
 - the handling of payments from or to the Client;
 - in order to contact Phimex by telephone or e-mail in connection with the execution of the services provided by Phimex;
 - in order to deliver goods to the Client;

- Phimex also processes personal data in cases where we are legally obliged to do so, such as details that Phimex requires for its tax declaration;

Automated decision-making

- 7.4 Phimex does not take decisions on matters that can have (significant) consequences for people based on automated processing. This concerns decisions taken by computer programmes or systems, without involving a person (for example, a employee of the organisers of Phimex).

How long does Phimex store personal data?

- 7.5 Phimex does not store personal data for longer than is strictly necessary to achieve the objectives for which data are collected. In addition, the retention period of business records for the benefit of the Dutch tax authorities is 7 years. Pursuant to the Customs Act, a retention period of 7 years also applies to records held by Phimex. In exceptional cases, the retention obligation is longer. In principle, Phimex will retain personal data for a period of 7 years - and in exceptional cases longer - unless this is not strictly necessary under tax or customs legislation or obligations under other laws or regulations to which Phimex is subject.

Sharing personal data with third parties

- 7.6 Phimex will not sell your details to third parties and will only divulge this information if necessary for the execution of the agreement or to comply with a legal obligation. To ensure the same level of security and confidentiality of personal data, Phimex concludes processing agreements with companies that process personal data on the instructions of Phimex.

Cookies or similar techniques used by Phimex

- 7.7 Phimex does not use cookies or similar techniques.

Inspecting, changing or deleting personal data

- 7.8 You have the right to inspect, correct or delete your personal data. In addition, you have the right to withdraw your consent to the data processing or to object to the processing of your personal data by Phimex. You also have the right to data portability. This means that you can submit a request to us to send the personal data we have on you in a computer file to you or another organisation as specified by you.
- 7.9 You can send such a request for inspection, correction, deletion, data transfer of your personal data or request for cancellation of your consent or objection to the processing of your personal data to phimex@phimex.nl
- 7.10 To verify that the request for inspection has been made by you, we ask you to include a copy of your ID. Blacken out the photograph, MRZ (machine readable zone, the strip with numbers at the bottom of the passport), passport number and national identification number (BSN) on this copy to protect your privacy. We will respond to your request as quickly as possible, but within four weeks.
- 7.11 Phimex would also like to point out that you can lodge a complaint with the national regulator, the Autoriteit Persoonsgegevens. This can be done via the following link:

<https://www.autoriteitpersoonsgegevens.nl/nl/zelf-doen/privacyrechten/klacht-over-gebruik-persoonsgegevens>

How Phimex keeps your personal data safe

7.12 Phimex takes the protection of your data seriously and takes appropriate measures to prevent misuse, loss, unauthorised access, unwanted disclosure and unauthorised changes. If you have the impression that your data is not secure or there are indications of misuse, please contact us at phimex@phimex.nl

Article 8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1 This agreement is exclusively subject to Dutch law.

- 8.2 Disputes between Phimex and the Client will be decided by three arbitrators as stipulated and prescribed in the Dutch Forwarding Conditions, without prejudice to Phimex's right to submit claims for sums of money due to the District Court of The Hague and the right to submit claims of an urgent nature in summary proceedings to the competent District Court of The Hague.

As read by the Client on and signed for agreement