

These general terms and conditions have been drawn up by Non-Powered Asset Control B.V. (CLC).

1 Definitions

Offer: an offer made by CLC in writing.

General Terms and Conditions: these general terms and conditions 'as-a-service'.

Order: any individual order placed by a Client.

CLC: Non-Powered Asset Control B.V.

Client: any natural person or legal entity with whom or which CLC has entered into an agreement.

Agreement: any agreement entered into between CLC and a Client relating to the rental by such Client of goods supplied by CLC to that Client.

Party: CLC or a Client severally.

Parties: CLC and a Client jointly.

SLA: a service level agreement appended to an Agreement.

2 General

Where an Agreement contains definitions and/or provisions which derogate from these General Terms and Conditions, the provisions of that Agreement shall prevail.

In the event that there is a conflict between or confusion concerning translations of the text of these General Terms and Conditions, the text set out in Dutch shall prevail.

Should a provision of these General Terms and Conditions be void or nullified, or the Parties are unable to rely on them on other grounds, CLC shall be entitled to replace such provision with a valid, enforceable one. In this respect the purpose and purport of the original provision shall be approximated as far as possible.

CLC reserves the right to amend these General Terms and Conditions during the term of an Agreement. The most recent version of these General Terms and Conditions shall automatically govern every Agreement as soon as CLC notifies the relevant Client.

For the purposes of these General Terms and Conditions 'written' or 'in writing' is also deemed to include by email, provided that the identity of the sender and the integrity of the relevant email message have been appropriately established.

3 Offers, Orders and the conclusion of an Agreement

3.1 Offers

Every offer shall be free of obligation, unless it stipulates a deadline for its acceptance. All catalogues, brochures, price lists and the like which CLC may publish or use shall also be free of obligation. Where an Offer stipulates a deadline for its acceptance and/or mentions any other specific conditions, a Client may only accept such Offer by doing so by the stipulated deadline and/or by consenting to the stipulated conditions.

3.2 Cancellation of an Order

An Order that a Client has placed may not be revoked or cancelled without CLC's prior consent, which CLC may give subject to conditions.

3.3 Conclusion of an Agreement

An Agreement shall only be concluded after CLC confirms its conclusion in writing unless the relevant Offer stipulates a deadline for its acceptance. In that case an Agreement shall be concluded as soon as the relevant Client accepts the Offer by the stipulated deadline.

3.4 Amended notice of acceptance

In the event that a Client's notice of acceptance derogates from the relevant Offer in any respect, an Agreement shall only be concluded at such time as CLC confirms the conclusion and substance of the Agreement by means of a notice of confirmation.

4 Non-disclosure

4.1 Prohibition

In the absence of written consent, the Parties shall be prohibited from copying or replicating in any way whatsoever any information or part thereof that is evidently of a confidential nature, or of disclosing (or arranging for this to be done), selling or supplying same to a third party or allowing the latter to use it.

4.2 Right to use confidential information

The Parties shall only be permitted to use confidential information in so far as this is necessary for the purposes of complying with the relevant Agreement. A Party shall be required to return all confidential information supplied to them immediately when first requested to do so, as well as in the event that an agreement is not concluded, ends prematurely or is cancelled.

5 Amendment of an agreement

5.1 Amendment of an Agreement

Any additional arrangements or an amendment of an Agreement, as well as any arrangements (verbal or otherwise) made by and/or undertakings given by CLC staff, vendors, agents or representatives on behalf of CLC, any other party engaged by the latter or any intermediary, shall only be binding on CLC provided that a person entitled to do so confirms same on behalf of CLC.

5.2 Cost of amendment

In the event that an amendment of an Agreement is agreed to, the relevant Client shall be required to compensate CLC for any related costs that CLC reasonably incurs as a result of such amendment. In this respect one might consider the cost price of any materials or manpower that has already been procured, suppliers' price adjustments or costs incurred as a result of the cancellation of supplies which were originally required for the purposes of complying with the unamended Agreement.

6 Prices

6.1 Euros

Unless stipulated otherwise in and Offer, all prices shall be cited in euros exclusive of VAT, import and excise duties, other levies, taxes, the cost of packaging and insurance, and any removal contribution.

6.2 Price increases

In the event that any inflationary circumstances occur between the date on which an Agreement is concluded and its execution or during the term of an Agreement as a result of (*inter alia*)

legislation, regulations, currency fluctuations or price adjustments affecting CLC or any other party or supplier engaged by CLC and the like, CLC shall be entitled to raise the agreed price accordingly and to charge it to the relevant Client.

6.3 Transport and insurance costs in the Netherlands

Unless otherwise agreed, a Client shall be liable for transport and insurance costs incurred for the purposes of supplying goods within the Netherlands.

6.4 Transport and insurance costs abroad

Unless otherwise agreed, goods shall be delivered Ex Works outside the Netherlands in accordance with the latest version of Incoterms applicable when the relevant Offer was made.

6.5 Transport and insurance costs returns

Unless otherwise agreed, the costs incurred to ship and insure any item which (i) a Client returns to CLC or (ii) CLC returns to a Client after a repair referred to in Clause 10.3 shall be borne by Client.

6.6 Other charges

Charges for assembling, installing, building in, extending, enlarging, hooking up, detaching, building, connecting, configuring, aligning, calibrating, validating, regulating, training, testing, inspecting and commissioning shall only be included in the price or at any rate constitute part of the relevant supply in so far as the Parties have agreed to this in writing.

7 Risks

7.1 Passing of risks in the Netherlands

Any goods ordered by a Client shall be delivered to the latter by placing them at their disposal. Any risks shall pass to a Client at such time as the relevant goods are placed at their disposal.

Where the Parties agree that CLC will arrange the transport, the time when the relevant goods are delivered to the agreed place shall be deemed to be when they are placed at the Client's disposal.

In the event that the Parties agree that the Client will arrange transport or will collect the goods from CLC, the time when CLC notifies the Client that they may collect the products shall be deemed to be when they are placed at their disposal.

7.2 Passing of risks in the case of returns

Provided that the client is contractually authorized or required to return such goods, the risk for goods delivered to a Client by CLC shall pass back to CLC upon delivery of such goods to a location designated by CLC for that purpose.

8 Delivery

8.1 Part-delivery

CLC shall be entitled to deliver goods in parts and to charge for each part separately.

8.2 Source code for bespoke work

Unless otherwise agreed, any source code shall not constitute part of the goods that are to be supplied.

8.3 Indicative delivery deadlines

A delivery time stipulated in an Agreement shall be of an indicative nature and shall never constitute a material deadline.

9 Ownership

The Client expressly acknowledges that goods supplied to them by or on behalf of CLC are CLC's property and that the Client has no rights to them

other than as lessee and as provided for in the Agreement and these General Terms and Conditions.

The Client shall not do or permit anything or cause anything to be done, which will or may prejudice CLC's rights, title and interest to the goods supplied by CLC them.

The Client shall not sell, offer to sell, transfer, sublet, give in use, permit any other person to use or make any alterations to the goods supplied to them by CLC or encumber such goods with a security right or otherwise.

Client shall install goods supplied to them by CLC in accordance with CLC's instructions and in such a manner that such goods can be easily uninstalled and removed.

10 Use and Defects

10.1 Specifications and intended use

Goods supplied to Client by CLC under an Agreement shall comply with the specifications set out in such Agreement for the duration of the Agreement. As CLC is not fully aware of the manner in which goods supplied by it are installed and/or used, the circumstances in which they are installed and/or used or the specific requirements which are stipulated in respect of them, it is up to the Client to determine whether the goods supplied by CLC are fit for the Client's intended purposes and CLC does not make any representations or warranties in this regard.

10.2 Use

The Client shall use goods supplied to them by CLC in a careful and skillful manner and shall comply with all instructions provided by CLC with regard to the installation and use of such goods.

The Client will be solely responsible for compliance with relevant regulations issued by any Government or local authorities relating to the (use of) the goods supplied to them by CLC.

10.3 Monitoring of goods and service pool

The Client shall monitor the goods supplied to them by CLC in accordance with the instructions provided by CLC for this purpose.

This monitoring includes, but is not limited to, verifying that the goods are in operating condition by means of a scanner supplied by CLC, in cases where this is prescribed by CLC. The Client will hold a service pool of goods of 1 to 5% of the number of goods in operation to ensure what is agreed in the SLA.

10.4 Procedure in the event of a defect

In the event of a defect the Client shall immediately notify CLC in writing and shall be entitled to send the item to which the defect applies to CLC. After receiving such item, CLC shall do the following at its discretion:

- (a) repair the item and return it to the Client; or
- (b) send the Client a replacement item.

In the event of a defect in multiple goods which CLC has supplied to them, the Client shall send such goods to CLC together simultaneously as far as is possible to do so.

If and to the extent a defect is attributable to CLC, the costs of repair or, as the case may be, replacement shall be borne by CLC. Otherwise, such costs shall be borne by the Client.

10.5 Defects not attributable to CLC

Defects will in no event be attributable to CLC if they are due to:

- (a) the inappropriate installation (which is at any rate deemed to include installation that does not occur in accordance with any instructions issued by CLC) or

- unauthorized alteration of or tampering with the relevant item or part of it;
- (b) the abnormal, inappropriate or careless use and/or maintenance (which is at any rate deemed to include use not in accordance with CLC's instructions) of the relevant item or part of it;
- (c) any circumstances which occur external to the relevant item or any part of it (for example, environmental conditions, such as humidity, temperature and so forth).

11 Force majeure (non-culpable non-compliance)

11.1 No obligation in the case of force majeure

Neither Party shall have a duty to comply with any obligation, which is deemed to include any warranty undertaking that the Parties have agreed to, in the event that they are prevented from doing so as a result of *force majeure* within the meaning of Article 6:75 of the Civil Code.

11.2 Cancellation

Where a situation of *force majeure* persists for longer than ninety (90) days, either Party shall be entitled to cancel the relevant Agreement in writing. In that case whatever performance has already been effected pursuant to such Agreement shall be settled proportionately and the Parties shall not owe each other anything else. The Parties shall effect any payment pursuant to such settlement immediately.

12 Client's Liability

If the risk for goods supplied by CLC to Client lies with the Client under or by virtue of these General Terms and Conditions, Client shall be liable to CLC for all damage to such goods. The foregoing shall not apply to damage due to (i) a defect that is attributable to CLC or (ii) normal wear and tear as a result of normal use in accordance with Article 10.2.

The Client, at their own expense, shall take suitable and timely measures to prevent and limit damage to an item supplied by CLC to them, regardless of the source of the (potential) damage.

The Customer will indemnify and keep indemnified CLC against any claim made by another party in relation to:

- (a) Client's installation and/or use of goods supplied by CLC to them;
- (b) ownership rights, usage rights or other rights which such a party purports to have acquired in respect of goods supplied to Client by CLC after they were supplied to Client;
- (c) damage or loss in respect of which CLC has precluded and/or limited its liability towards the Client.

13 CLC's liability

CLC's liability in respect of the goods which it supplies shall explicitly be confined to complying with the obligations set out in Article 10.4 of these General Terms and Conditions. In case of a defect, a Client cannot claim a reduction of the agreed price.

Under no circumstances shall CLC be liable for any loss which is suffered due to the installation and/or use by the relevant Client or a third party of any goods supplied by CLC.

Subject to the foregoing, CLC shall only be liable for any direct loss. Liability for indirect, consequential or intangible loss, which is deemed to include loss of earnings, losses suffered, foregone savings due to the disruption of

business or anything else and so forth shall at all times be explicitly precluded.

Subject to the provisions of this Article 13, CLC's liability shall in all cases be confined to the sum that its liability insurer actually pays out in the relevant harmful circumstances.

Any legal entity or company which is associated with CLC as part of a group within the meaning of Article 2:24b of the Civil Code and which CLC engages for the purposes of executing an Agreement may invoke any exclusion or limitation of liability in relation to a Client that CLC has stipulated in these General Terms and Conditions and/or the relevant SLA.

14 Term and termination of an Agreement

14.1 Term

The Agreement is entered into for the term specified in the Agreement. If the Parties have not included a specific term in the Agreement, the Agreement will be entered into for a period of 5 years. After the expiry of the term of an Agreement, it will be tacitly renewed each time for a period of one (1) year, unless one of the Parties has terminated this Agreement before the end of the then current term with due observance of the agreed notice period. The notice period is three (3) months, unless otherwise agreed.

14.2 Termination

14.2.1 The Parties may terminate an Agreement on account of an attributable failure in the performance thereof. The Parties only have this option if the breach relates to an essential obligation and, where the breach is capable of remedy, one Party has given the other Party notice of default in writing (with as much detail as possible), whereby the other Party is given a reasonable period to perform as yet and the other Party allows that period to expire without doing so. Payment obligations resting with the Client qualify as material obligations.

14.2.2 If an Agreement is terminated, the performances carried out up to the time of termination will remain due and these performances and the payment obligations associated with them will not be subject to cancellation.

14.2.3 Parties are entitled to terminate an Agreement with immediate effect by means of a written notification to the other Party if one of the following circumstances occurs:

- (a) The other Party is declared bankrupt;
- (b) The other Party is granted a moratorium (provisional or otherwise);
- (c) the business of the other Party is discontinued or transferred, in whole or in part, to a third party.

14.2.4 An Agreement will automatically terminate if and when the SLA appended to it terminates.

15 CONSEQUENCES OF TERMINATION

15.1 Return of goods

Upon cancellation, termination or expiry of an Agreement the Client shall return to CLC all goods supplied by CLC to them within thirty (30) days of such cancellation, termination or expiry of the Agreement. This constitutes a material deadline.

15.2 Compensation for loss

In the event that a Client cancels, rescinds or terminates all or part of an Agreement, CLC shall

not have a duty to pay the Client compensation on any grounds whatsoever.

15.3 Continuing provisions

Notwithstanding the cancellation, termination or expiry of an Agreement, all Articles (including those set out in these General Terms and Conditions) intended to continue thereafter shall continue to apply.

16 Miscellaneous

16.1 Intellectual property rights

Unless explicitly agreed otherwise, nothing stipulated in an Agreement shall serve to transfer any of CLC's intellectual property rights and the Client shall have no rights in respect of any such intellectual property rights.

16.2 The Travelling Asset Network

The goods supplied to the Client by CLC, can and may exchange data with other goods or systems, delivered by CLC to the Client and/or to any third parties, collectively forming a network ('The Travelling Asset Network'). By entering into an Agreement with CLC, the Client acknowledges that the delivered goods may be part of The Travelling Asset Network and the Client explicitly agrees to the data exchange required for this purpose.

16.3 Privacy and Data Processing

A Party shall at all times comply with their obligations pursuant to the General Data Protection Regulation (GDPR). In this respect either Party shall at all times process any personal data which they receive from the other Party in accordance with the GDPR.

The manner in which CLC collects, uses, protects, processes and manages data, particularly data related to the tracking of non-powered assets within logistics ecosystems is set out in CLC's 'Data Policy Connected Load Carrier', the latest version of which applies to any Agreement with CLC (<https://connected-load-carrier.com/legal/data-policy-document-clc-version-5-feb-2024.pdf>), and shall be deemed to have been received and accepted by the Client upon entering into the Agreement.

In the event that a relationship of a controller to a processor exists between a Client and CLC when executing an Agreement, the Parties shall enter into a data processing agreement as provided for in Article 28 of the GDPR.

16.4 Relationship to the relevant SLA

Where an SLA includes provisions governing services which CLC is to provide to the relevant Client that derogate from these General Terms and Conditions, the provisions of the SLA shall prevail.

16 Governing law and disputes

17.1 Laws of the Netherlands

Every Offer, Agreement or other legal relationship between the relevant Parties shall be governed by and construed in accordance with the laws of the Netherlands. The Vienna Sales Convention 1980 shall not apply.

17.2 Choice of forum

Any dispute arising pursuant to an Agreement concluded between CLC and a Client shall be brought before a competent court of law in the district in which CLC has its registered office.

17.3 Optional arbitration

Where a Client has its registered office in a country which does (or may) not recognise a judgment handed down in the Netherlands, CLC shall (also) be entitled to bring a dispute before

an arbitration tribunal, which at CLC's discretion shall consist of one (1) or three (3) arbitrators and which shall be appointed in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC). The dispute shall be adjudicated in accordance with the aforementioned Arbitration Rules. The place where CLC has its registered office shall serve as the venue for arbitration. The language in which arbitration proceedings are to be held shall be English or Dutch, such to be determined at CLC's discretion before the arbitration proceedings.