

CMC GENERAL TERMS AND CONDITIONS

(Free translation)

1. GENERAL: DEFINITION AND SCOPE

1.1. Application These terms and conditions apply, to the extent not explicitly agreed otherwise, to any form of service provided by the Customs Agent, including any information, quotation, Contracts and acts, even after the Contract has been executed. They may be cited as CMC General Terms and Conditions and represent a commercial practice negotiated with and accepted by the Customer. In case any provision in these conditions should be void or unenforceable, the remaining provisions shall apply in full. **1.2. Definitions** In these Conditions: - Customer: is the Customs Agent's Principal at the instructions of whom and on behalf of whom the Customs Agent provides services, information or advice, whether gratuitous or for reward; - Customs Agent: each Customs Agent conducting business under these General Conditions; - Contract: any order, contract, carried out by the Customs Agent and any related operations including, inter alia, logistics services, storage and handling of Goods, VAT and customs operations, and any information or advice relating thereto; - Good: are all and any Goods including their packaging, entrusted to the Customs Agent by the Customer. Such Goods include all and any merchandise as well as all and any titles or documents that represent or may represent such Goods; - Owner: is the Owner of the Goods to which the service provided by the Customs Agent pertains; - Third parties: the natural or legal persons with whom the Customs Agent enters into Contracts in execution of his instructions, among other things. **1.3. Qualification 1.3.1.** The performance of services by a Customs Agent includes guiding and facilitating customs clearance for Goods crossing the border, completing customs documents and ensuring customs compliance for international transactions, such as import, export and transit. This list is not exhaustive and may be supplemented by other actions. The Customs Agent can also act as a consultant and provide Customers with advice on customs regulations, optimization of costs and the use of free trade agreements. **1.3.2.** These conditions shall not constitute a waiver by the Customs Agent of any right, nor shall they give rise to any liability in excess of that to which he would be liable under any applicable international convention, mandatory or otherwise, or applicable other law or applicable similar regulations. **1.3.3.** The Customer confirms that the Goods, which he entrusts to the Customs Agent pursuant to the Contract, are his property, or that he may dispose of them unconditionally and irrevocably as the agent of the Owner, consignor or consignee, such that he accepts the present conditions not only for himself but also for his Customer, the Owner, consignor or consignee thereof, such that they too are bound by them.

2. THE FORMATION OF THE CONTRACT

2.1. Quotation and prices 2.1.1. Unless otherwise stipulated, every quotation issued by the Customs Agent is valid for a period of 7 calendar days. The Customer knows and accepts that the quotation is based on existing tariffs, wages, freight rates and exchange rate quotations and on dates specified with reservations, all of which are valid on the date the quotation is sent to the Customer. It is not supported and not supposed to have taken into account any posterior conditions and increasing price factors of e.g. wages, rates, or costs as a result of e.g. government measures or laws, freight rates, exchange rate increases or price adjustments due to market changes. The Customer shall be responsible for any price changes. The prices offered shall also be adjusted accordingly and increased if the offer is accepted more than 7 calendar days after it has been made, without the Customs Agent being required to notify the Customer of any intervening rate increases in advance or to seek his consent. **2.1.2.** The price expressed in the offer, the all-in or lump sum price is presumed to include the costs and prices that are for the account of the Customs Agent in the normal performance of the Contract, excluding, unless otherwise agreed, duties, levies or taxes of any kind, consular and legalisation fees, insurance premiums extraordinary expenses and wages, pursuant to services rendered outside normal working hours or pursuant to a deviation from the normal or scheduled performance of the Contract. Additional costs or additional charges, such as demurrages and detention costs, general average contributions, additional packaging and recovery costs as well as waiting costs are not supposed to be part of the offer and will be charged to the customer. **2.1.3.** The mere mention or statement by the Customer of a delivery date does not bind the Customs Agent and can never give rise to compensation. **2.1.4.** Customs operations services are based on an explicit order from the Customer and must be explicitly agreed. They are not presumed to have been accepted by the Customs Agent. **2.2. Information to be provided 2.2.1.** The Customer undertakes to notify any useful information to the Customs Agent prior to or at the latest at the time of order confirmation, as well as to provide all documents in particular regarding the nature and conservation of the Goods, the method of shipment, the place of shipment and destination, the desired dispatch procedure as well as and in particular any information or knowledge attributable to the Customer as manufacturer, trader, Owner or consignor of the Goods and of a nature to ensure their preservation, dispatch, transport, arrival or delivery at their destination, including all information of interest to the Customer, his Customer, the Owner, consignor or consignee of the Goods. The Customer also vouches for their accuracy, authenticity and completeness, all in accordance with the applicable international and national laws and regulations in respect of which he must provide all information. Information regarding the price of the Goods or the related commercial purchase shall not be of a nature to give the Customs Agent an order for collection or insurance. **2.2.2.** The Customs Agent is not supposed to examine the accuracy of the information or information given by the Customer, nor the authenticity or regularity of the documents provided by the Customer, they are accepted in Good faith. **2.2.3.** The Customer shall be responsible within the meaning of art. 2.2.1. for the manner of conditioning the Goods, their packaging, identification labelling regarding origin and product, and for the affixing of marks in accordance with the intended dispatch, transport and storage under normal transport conditions including all operations forming part thereof. The Customer shall ensure that the Goods made available do not pose any danger or risk including to persons involved in their shipment or transport, their means of transport or other assets, including third parties, and the environment. **2.2.4.** The Customer shall ensure that the information provided by him to the Customs Agent for the acceptance and execution of a customs operation is complete, correct, accurate and of a nature to validate the requested customs operation. **2.3. Formation** The Contract shall be deemed to have been formed when the Customs Agent's quotation has been accepted in writing by the Customer or when the Customs Agent has accepted the Customer's order.

3. EXECUTION OF THE CONTRACT

3.1. Implementation 3.1.1. On the part of the Customer The Customer undertakes to make the Goods available on time in proper packaging at the agreed place, time and manner in accordance with the information expected from him. The Customer undertakes to fully comply with all applicable local, national and international laws and regulations. This includes, but is not limited to, all relevant trade sanctions, anti-money laundering, smuggling and anti-corruption laws. The Customer will also ensure compliance with these laws by their employees, agents, and any third parties acting on their behalf. In addition, the Customer undertakes to immediately report any violation or suspected violation of these laws to the relevant authorities and the Customs Agent. The Customer further guarantees that they will not undertake or facilitate any activities that could directly or indirectly violate these laws. The Customer shall indemnify, defend and hold harmless the Customs Agent against any claims, liabilities, damages, losses, costs, expenses arising out of or in connection with any violation hereof. The Customer acknowledges and accepts that it is his own responsibility to ensure adequate follow-up of his order with the Customs Agent. The Customs Agent is not responsible for actively communicating or following up on the status of the order unless explicitly agreed in writing. The Customer agrees to respond in a timely manner to requests for information or documentation from the Customs Agent relating to the performance of the order. If the Customer fails to provide the required information, documentation or instructions, the Customer accepts the possible consequences, including but not limited to delays, fines or other negative consequences arising therefrom. The Customs Agent is not responsible for any damage or loss arising from the Customer's lack of follow-up, inadequate communication or delays in response. It is the Customer's responsibility to promptly and proactively take the necessary steps to ensure the successful execution of its order. **3.1.2. On the part of the Customs Agent** The Customs Agent may rely on third parties, Contractors or performance agents, who show normal professional competence to perform the services entrusted to them in accordance with the law applicable to their services. In the absence of precise instructions or special agreements to the contrary, the Customs Agent shall, to the best of his ability, have free choice as to the means to be employed to organise and execute the assignment entrusted to him in accordance with normal commercial practice, like any other Customs Agent placed in the same circumstances. Unless otherwise expressly and deviatingly agreed, stated execution times are not guaranteed. The Customs Agent shall not be liable in any way for any damages or costs arising from the Customer's failure or late execution of the order initiated by the Customer. The Customer understands and accepts that it is his own responsibility to inform the Customs Agent in a timely and clear manner of all required tasks, follow-up and instructions relating to the order. The Customs Agent is not obliged to take any actions or perform any tasks not expressly provided for in the written agreement between the parties. The Customer acknowledges that it is its responsibility to ensure that all required tasks and instructions are provided in a timely and complete manner. **3.2. Retention, disposition and monitoring 3.2.1.** If it is part of the Contract that the Customer is to retain the ownership of the Goods, the Customer shall be responsible for the storage of these Goods. Agent is free to arrange. **3.2.2.** In principle, the Customs Agent shall not himself be responsible for the storage of these Goods, but shall rely on Third Parties for these services and shall therefore not be liable for the performance of these services. If the Customs Agent himself takes Goods into storage by storing them in his own warehouses or otherwise, his liability shall be determined and limited in accordance with art. 6.3.2.3. Unless otherwise agreed in advance and in writing, the Customs Agent is not obliged to guard the Goods intended for dispatch or to have them guarded or insured, wherever the Goods are, even in the open. **3.2.4.** In the absence of written instructions to the contrary, the Customs Agent may store, at the expense and risk of the Customer or the Owner of the Goods, any Goods that cannot be dispatched or delivered for any reason other than as planned. **3.2.5.** The Customs Agent may, subject to prior written notice to the Customer and depending on the possibilities, dispose of, sell or destroy damaged, perishable, flammable, explosive or other Goods, which may cause damage to persons, animals or property by removing, selling or destroying them at the expense and risk of the Customer. The Customer agrees to pay all costs and risks related thereto. When it would be appropriate in the interest of the Goods, if there is a threat to persons, animals or Goods, for the Customs Agent to take measures for conservation or decontamination before he could inform the Customer about this or ask for instructions, or in the absence of instructions from the Customer, he may dispose of the Goods by order, at the risk and expense of the Customer. **3.3. Suspension** The Customs Agent shall be entitled to suspend the performance of the Contract, or even to terminate it while retaining all rights to compensation, if the Customer fails in any way to fulfil his obligations or fails to do so adequately, which shall apply in particular to any information and document, including customs or excise provisions, and all other matters which, as indicated above, are important for the timely, useful and marketable performance of the Contract, including all payment obligations. **3.4. Effect of Conditions** Unless otherwise agreed in advance and in writing, the Goods entrusted by the Customs Agent to third parties for custody, handling or transport shall be subject to his liability, including all treaty, legal, regulatory, Contractual or general conditions applicable thereto and limitations thereof, which the Customer accepts. The Customer accepts that the Goods entrusted by him to the Customs Agent may be the subject of third-party rights of retention or security. **3.5. Force majeure and impediment 3.5.1. Force majeure** The Customs Agent shall not be liable for events which prevent it from performing the Contract, in whole or in part, as foreseen, and for all its consequences if due to causes beyond its reasonable control (Force Majeure), such as, but not limited to, fire, abnormal weather conditions strikes, industrial disputes or other industrial disturbances, war (declared or undeclared), embargoes, blockades, legal restrictions, riots, insurrections, governmental regulations and actions, congestion or scarcity, epidemics, pandemics, cyber-attacks, explosions, interruption of power supply. The Customs Agent shall notify the Customer of the Force Majeure situation. The performance of the Contract shall be suspended for the duration of the Force Majeure if it is temporary. Eventual price increases as well as circumstances affecting further performance of the Contract after suspension shall be at the risk and expense of the Customer. If the Force Majeure is permanent, the Contract shall come to an end, in which case the Customs Agent shall be liable for all that it has charged in accordance with the offer. The Customer agrees to indemnify and hold the Customs Agent harmless to the extent of all claims for which the Customs Agent may be sued by third parties in respect of the Goods covered by the Contract. **3.5.2. Impediment** If unforeseen events or a change of circumstances due to changes of an economic, financial, technical, political or legal nature fundamentally alter the balance of the Contract, placing an excessive burden on the Customs Agent in the performance of its Contractual obligations either because the cost of performance increases or because the value of performance decreases, the Customs Agent may, after giving prior notice to the Customer, require the parties to negotiate in Good faith with a view to a fair revision of the Contract so that neither party is unduly disadvantaged. In case of rejection or failure to reach an agreement between the Customs Agent and the Customer, they are free to apply to the courts as stipulated in Article 5.74 of the Act containing Book 5 "Obligations" of the Civil Code.

4. COMPENSATION

4.1. Payment 4.1.1. The amounts or fees charged by the Customs Agent shall be payable at the Customs Agent's registered office on expiry of a period of 15 days from invoice date. Losses due to exchange rate fluctuations shall be borne by the Customer. Payments not allocated by the Customer himself to any debt may be freely deducted by the Customs Agent from what is owed by the Customer to the Customs Agent. **4.1.2.** The Customs Agent is entitled to charge the amounts or fees due for his expenses and interventions at a flat rate. The Customer accepts that the application of a flat rate is not intended to reclassify the services provided by the Customs Agent. **4.1.3.** The Customer renounces any right to invoke any circumstance under which he would be entitled to suspend some or all

of his payment obligations and waives any set-off in respect of all amounts charged to him by the Customs Agent. Any debt of the Customer-Trader, which has not been paid on the due date, shall be increased, after prior notice of default, by a compensatory interest equal to the legal interest rate and increased by a lump-sum compensation, equal to 10% of the debt, to cover economic and administrative damage, without prejudice to the right of the Customs Agent to prove the existence of greater damage. **4.2. Protest** Any protest against the invoicing or against the services and amounts charged must be received in writing by the Customs Agent within 7 days following the invoice date. **4.3. Provision of Security** The Customs Agent is not supposed to provide security from its own resources for payment of freight, duties, levies, taxes or any obligations whatsoever, should these be required by third parties or any government. If these are at issue, they must be paid by the Customer at the Customs Agent's first irrevocable request. If the Customs Agent has provided security from his own resources, the Customer shall be bound to pay to the Customs Agent, by way of security, on the Customs Agent's first written request, any amount up to which the Customs Agent would have provided security for the benefit of third parties, including governments or authorities.

5. THE CUSTOMER'S DUTIES AND LIABILITIES

5.1. Undertakings The Customer accepts and undertakes: - that his instructions and his description of the Goods are complete, correct and accurate; - that the Goods to be entrusted by him to the Customs Agent shall be made available in a timely, complete and useful manner, adequately and efficiently loaded, stowed, packed and marked in accordance with the nature of the Goods, intended shipment or transportation ..., as well as place of shipment or destination to which they are entrusted to the Customs Agent for shipment or transportation; - that all documents submitted to the Customs Agent by the Customer are complete, correct, valid, authentic and not improperly prepared or used; - that, unless the Customs Agent has been informed thereof previously and in writing, the Goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature, covered by dual use regulations or liable to otherwise cause damage to third parties, persons or property; - that he will examine all documents submitted by the Customs Agent upon receipt and that he will verify whether they are in accordance to the instructions given to the Customs Agent. **5.2. Liabilities 5.2.1. General** The Customer shall be liable to the Doua ne-Expeditor and shall indemnify, hold harmless and provide sufficient guarantee, regardless of the amount, upon first written request: - for any damage or loss which the Customs Agent suffers or expects to suffer directly or indirectly in the performance of the Contract as a result of the nature of the Goods and their packaging, the incorrectness, inaccuracy or incompleteness of any instructions, data or information given, the failure to make the Goods available at the agreed time and place, as well as the failure to provide documents or instructions, or to do so on time, any fault or negligence in general on the part of the Customer or third parties engaged by him; - for any damage or loss, costs and expenses for which the Customs Agent is held liable by authorities, Contractors or execution agents, or third parties for whatever reason, in respect of or reserved, of a nature to guarantee in principle, interest and costs the liability of the Customer to the Customs Agent or third parties. **5.2.2. Specific** The Customer shall be liable to the Doua ne-Expeditor and shall indemnify, hold harmless and provide sufficient guarantee, regardless of the amount, upon first written request: - for any damage or loss which the Customs Agent suffers or expects to suffer directly or indirectly in the performance of the Contract as a result of the nature of the Goods and their packaging, the incorrectness, inaccuracy or incompleteness of any instructions, data or information given, the failure to make the Goods available at the agreed time and place, as well as the failure to provide documents or instructions, or to do so on time, any fault or negligence in general on the part of the Customer or third parties engaged by him; - for any damage or loss, costs and expenses for which the Customs Agent is held liable by authorities, Contractors or execution agents, or third parties for whatever reason, in respect of or reserved, of a nature to guarantee in principle, interest and costs the liability of the Customer to the Customs Agent or third parties.

6. CUSTOMS AGENT'S OBLIGATIONS AND LIABILITY

6.1 As a Customs Agent, 6.1.1 Undertakings. The Customs Agent discharges the performance of the Contract with reasonable care, diligence and understanding and guarantees normal professional performance of the Contract entrusted to him as an obligation of means in accordance with these General Conditions. **6.1.2 Liabilities.** a) The liability of the Customs Agent is limited to errors or omissions, committed by him in the execution of the order given to him. He is not liable for serious fault, nor of that of the person for whom he vouches. His liability may not be established until the Customs Agent has been notified in writing in sufficient time in advance. For the execution of agreements concluded by the Customs Agent with third parties, the Customs Agent does not guarantee and is not himself liable. b) The Customs Agent shall not be liable for the execution of any agreement concluded by him, on behalf of his Customer, with Contractors or executing agents for, inter alia, storage, transport, customs clearance or handling of Goods, unless it is proved by the Customer that the defective execution thereof was directly and solely caused by an error or omission on the part of the Customs Agent and the third party could not have prevented it. c) The Customs Agent's liability for damage to or loss of Goods or documents is limited to liability for direct or immediate damage in the form of only material damage and material loss of the Goods that are the subject of the Contract, and insofar as this was not caused by Third Parties with whom the Customs Agent had concluded a Contract on the instructions of the Customer, or for which Third Parties are liable. Within the meaning of this article, the Customs Agent shall not be liable for damage to or loss of Goods or documents, due to causes or circumstances for which, according to, inter alia, these General Terms and Conditions, the liability lies with the Customer or for which the Customs Agent has excluded his liability. The Customs Agent is not liable for damage to or loss of Goods or documents in his storage or safekeeping as a result of the total or partial theft or destruction of Goods by fire, explosion, lightning, impact of aircraft, water damage, inherent vice of the Goods and their packaging, hidden defects and force majeure. The Customs Agent shall not be liable for damage or loss resulting from total or partial theft or destruction of Goods when this risk is borne by the Goods pursuant to local regulations or commercial practice. d) The Customs Agent shall not be liable for any indirect or consequential damage or loss including economic loss, consequential or immaterial damage or future damage in the broadest sense. e) The Customs Agent is not responsible for the Good outcome of the intervention of others he has given unless it can be proved that the bad outcome is due to negligence, which can be equated with gross negligence on his part. f) The Customs Agent is not liable extra Contractually and declines any extra-Contractual liability. **6.1.3. Compensation and limitation:** a) Eligible compensation shall be limited to legally proven damages. b) Insofar as these errors or omissions have caused the Customer direct material damage, in or whole or in part, loss, the Customs Agent shall be entitled to limit its liability to 4 SDR per kilogram damaged, lost or reduced in value gross weight of the accepted Goods with a maximum of 32.500 SDR per claim or series of claims attributable to the same cause, but not exceeding the invoice value of the Goods or their world market price at the time of acceptance of the order, provided that the limitation shall be equal to the lesser of all such amounts. c) For all other claims within the meaning of art. 6.1.2, among others, the liability of the Customs Agent shall be limited to a maximum of 32.500 SDRs per claim or series of claims attributable to the same cause, on the understanding that liability for all claims together as stipulated under (a) and (b) shall not exceed 40,800 SDRs per claim or series of claims attributable to the same cause. The Customs Expeditor, who relies on auxiliary persons for the performance of the Contract, may invoke against the Customer the release clauses agreed upon between the Customs Expeditor and the auxiliary persons. **6.1.4.** The value of Goods is limited to their value at the time they are shipped or should have been shipped. The value of SDR is calculated on the date the claim is received in writing by the Customs Agent.

7. PRIVILEGE AND LIEN

The amounts owed by the Customer to the Customs Agent are privileged in accordance with the law and in accordance with the present conditions. The Customs Agent has a broad lien on all Goods entrusted to him by the Customer for the performance of the Contract, the funds and all titles and documents representing these Goods and is entitled to redeem them in full discharge of all claims which the Customs Agent has against the Customer from the cause of any service, including all previous as well as subsequent services; they also serve him as a pledge, regardless of whether the Customer is the Owner thereof. The claims of the Customs Agent against his Customer are privileged under Article 14 of the Law of May 5, 1872 on the Commercial Pledge, Article 20.7 Mortgage Law and Article 136 of the General Law on Customs and Excise in the amount of all the Goods, documents or monies that he has and will have in his possession, regardless of whether the claim relates in part or in full to the reception or shipment of Goods other than those in his possession.

8. INSURANCE

The Customs Agent is not supposed to have the Goods insured at the instruction and expense of the Customer.

9. CONFIDENTIALITY, INFORMATION CONTROL AND CYBER

The Customer and the Customs Agent undertake to keep confidential all information they obtain from each other. Each party is responsible for ensuring that its employees and consultants comply with the commitments set forth above. The Customer and the Customs Agent shall take appropriate technical and organizational measures to ensure the information security of the services, the storage and use of the information processed in their information systems, and to secure the confidentiality and integrity of the content of the data. Access to and use of the information systems of the Customer and the Customs Agent shall be employed in a manner that does not compromise the security of the information systems. The parties shall exercise reasonable care in complying with this commitment which shall continue to apply after performance of the Contract, taking into account available technology and the risks and costs involved.

10. TERMINATION AND CANCELLATION

A termination of the Contract is in principle only possible with explicit agreement. If there is no such agreement, the Customer will be obliged to pay in full the costs and charges already incurred, the work and services already performed, together with the materials and supplies already delivered.

11. LIMITATION AND EXPIRATION OF RIGHTS

Any liability on the part of the Customs Agent must be notified to him in writing, stating reasons, within 14 days following the completion of the customs formalities. Any liability of the Customs Agent shall automatically and definitively cease when the Customer has received the documents relating to a particular operation within the framework of the services without the Customer having formulated a reasoned claim in writing or a reasoned reservation to the Freight Forwarder at the latest on the 10th day following the dispatch of these documents. Any liability claim against the Freight Forwarder shall be extinguished by the statute of limitations if it is not brought before the competent court within a period of 9 months. The statute of limitations shall run from the day following the day on which the documents were delivered or should have been delivered, or in the absence thereof from the day following the day on which the event giving rise to the claim occurred.

12. JURISDICTION AND APPLICABLE LAW

12.1. Any dispute arising directly or indirectly from the service provided by the Customs Agent and any claim for compensation at the expense of the Customs Agent must be settled exclusively by the competent court of the Customs Agent's registered office as the place of conclusion and execution of the agreement, without prejudice to the right of the Customs Agent to bring any claim before another court. **12.2.** The Customs Agent's Contract with the Customer, including the General Conditions, is subject to Belgian Law.

13. REDRESS AND LITIGATION

13.1. If the Customs Agent becomes aware of loss or damage to the Goods or documents entrusted to him, or of delay in delivery, he shall notify the Customer. The Customer may instruct the Customs Agent to take measures for the preservation, recovery or restoration of the Goods or documents, to institute redress proceedings against third parties. Legal and arbitration proceedings against third parties shall not be conducted by the Customs Agent unless he declares himself ready to do so on the written and timely instruction of the Customer and at the Customer's expense and risk, and the Customs Agent has been provided in advance with sufficient funds to cover all expert fees, legal costs and expenses for legal assistance including a guarantee for litigation risks. **13.2.** These procedures will then be instituted at the expense and risk of the Customer who will give prior and timely instructions to do so, including legal instructions, after payment of a requested provision for loss and expenses. When the Customs Agent hands over these recourse claims, security will have to be provided by the Customer to cover costs and risk for any action taken in the Freight Forwarder's name.