

GENERAL TERMS AND CONDITIONS GOVERNING THE SERVICES & GOODS OF SPECIAL CARGO SERVICES B.V.

CHAPTER 1 GENERAL PROVISIONS

1. Definitions

1.1 These general terms and conditions use the following definitions:

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| “GTC” | : the General Transport Conditions (GTC), most recently filed by the Stichting Vervoeradres with the Court of Amsterdam and Rotterdam; |
| “CMR” | : the Treaty concerning the agreement on international transport of goods by road (CMR) of 19 May 1956 as amended by the protocol of 5 July 1978; |
| “Participant” | : a natural person participating in a Course; |
| “Services” | : the project-based execution of transport, packaging, shipping, including E-Herkenning within the meaning of Article 9(1)(5) of the Decree on the Transport of Hazardous Substances by Air, and consultancy, everything in the broadest sense of the word, by Special Cargo Services B.V. (hereinafter referred to as “SCS”); |
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| “Exam” | : an exam to be completed by or on behalf of SCS or a third party following a Course; |
| “Forwarding” | : the transport of Cargo as set out in Article 8:60 DCC; |
| “ADR Goods” | : substances or goods that are combustible, oxidising, ((very) highly) flammable, (very) toxic, according to the criteria and methods adopted pursuant to Regulation (EC) no. 1907/2006 (REACH), radioactive, or have been designated as such by the Dutch legislator by means of a general administrative order, or that have been designated as dangerous by a foreign authority or international organisation in any written document (including but not limited to international (uniform) treaties; |
| “Goods” | : the goods sold or delivered by SCS to the Counter Party; |
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| “Chapter” | : a chapter as set out in these general terms and conditions; |
| “Cargo” | : the Goods (to be) transported based on an Agreement and Goods that are provided for storage or that are kept in storage. |
| “Forwarding Conditions” | : the Dutch Forwarding Conditions, most recently filed by the Nederlandse Organisatie voor Expeditie en Logistiek (FENEX) with the Court of Amsterdam, Arnhem, Breda, and Rotterdam; |
| “Storage Conditions” | the Dutch Storage Conditions, most recently filed by the Nederlandse Organisatie voor Expeditie en Logistiek (FENEX) with the Court of Rotterdam; |
| “Agreement” | : the agreement concluded by SCS and the Counterparty for (i) the provision of Services or (ii) the sale and delivery of Goods by SCS to the Counterparty (in the context of the Services) and/or presenting and attending a Course; |
| “Course” | : all education programmes or parts thereof lasting one or more half-days, including training courses, arranged or organised by or on behalf of or based on a licence provided by SCS; |
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| “Privacy Statement” | : the SCS privacy statement as incorporated into these general terms and conditions as Chapter 6; |
| “SCS” | : Special Cargo Services B.V., with (registered) office in (1438 BA) Oude Meer at Brequetlaan 9, registered in the commercial register of the Chamber of Commerce with file number: 34109097, as well as the affiliates of SCS; |

- “Transport Documents”** : the transport document provided by the logistics service provider or its auxiliary or signed by one of these in the role of sender;
- “Request”** : a request by the Counterparty concerning the provision of Services and/or the delivery of Goods and/or the participation in a Course, and
- “Counterparty”** : a counterparty of SCS based on an Agreement.

2. Applicability

- 2.1 These general terms and conditions and the Chapters that form part thereof govern all offers, legal relationships, contracts, and Agreements of SCS, including agreements based on which SCS directly or through or using the mediation of third parties sells and/or delivers Goods to the Counterparty, any Agreement for Services, and any Agreement concerning Courses.
- 2.2 Deviations from these general terms and conditions will only be valid if these have been explicitly agreed upon in writing in advance.
- 2.3 These general terms and conditions also govern additional agreements and subsequent agreements between SCS and the Counterparty.
- 2.4 The applicability of any purchase or other (general) conditions of the Counterparty is hereby explicitly rejected.

3. Applicable conditions

- 3.1 In addition to the Agreement and the General Terms and Conditions of SCS, the following conditions will apply, except insofar as not explicitly deviated from in these General Terms and Conditions:
 - a. In case of Forwarding: the Forwarding Conditions;
 - b. In case of (national) transport by road: the GTC;
 - c. In case of (international) transport by road: the CMR;
 - d. In case of storage: the Storage Conditions and/or
 - e. The Dutch Aviation Act, as well as the decree on the transport of hazardous substances by air.
- 3.2 If SCS must transport Cargo based on any Agreement, Article 20(2) GTC will explicitly not apply.
- 3.3 If SCS stores Cargo based on any Agreement, Article 21 GTC will explicitly not apply.
- 3.4 In case of any uncertainties concerning the applicability of the additional conditions set out in this Article 3(1) of these General Terms and Conditions, SCS will decide.
- 3.5 In case of the sale and delivery of packaging, packaging materials and/or dry ice by SCS to the Counterparty, the statutory provisions on purchasing (Title 1, Book 7 DCC) will not apply.
- 3.6 The following articles of the statutory provisions on the agreement for services do not apply: Article 7:404, 7:407(1), 7:408(1), and 7:409 DCC.
- 3.7 In case of any conflicts between these General Terms and Conditions and the additional conditions set out in this article, the provisions of these General Terms and Conditions will take precedence.
- 3.8 The Counterparty will be expected to always act in the pursuit of a profession or company based on an Agreement with SCS.

4 Applicable regulations

- 4.1 All Forwarding work performed by SCS is governed by the Forwarding Conditions, excluding the arbitration clause. A dispute will be submitted to the competent court in Amsterdam.
- 4.2 If SCS undertakes to (have another party) transport Goods based on the Agreement concluded between SCS and the Counterparty in accordance with the above, the parties will also be subject to the (mandatory judicial)

treaties, articles of association, and regulations, as well as the provisions of the Transport Documents, with due observance of these General Terms and Conditions.

- 4.3 The GTC, excluding the provision on the competent court, will apply in case of transport by road in the Netherlands. A dispute will be submitted to the competent court in Amsterdam.
- 4.4 If the CMR applies, the GTC will apply in a supplementary manner. If and insofar as the aforementioned treaties, acts, articles of association, and provisions do not arrange liabilities, the Dutch Forwarding Conditions as in force at the moment of the conclusion of the agreement, excluding the arbitration clause, will apply in a supplementary manner. A dispute will be submitted to the competent court in Amsterdam.
- 4.5 In case of storage, the Storage Conditions will apply in addition to these General Terms and Conditions, excluding the arbitration clause. A dispute will be submitted to the competent court in Amsterdam.
- 4.6 The Forwarding Conditions, the GTC, and the Storage Conditions will be provided to the Counterparty at no cost before or no later than the moment of the conclusion of the Agreement at its request. In addition, both the Forwarding Conditions, the GTC, and the Storage Conditions can be consulted at and downloaded from the SCS website (<https://www.specialcargo.nl>). The Forwarding Conditions can also be consulted at and downloaded from [Fenex](#) below the, the General Transport Conditions (GTC 2002) can be found at the website of [SVA](#).

5 Conclusion of the Agreement

- 5.1 All offers and other statements by SCS will be non-binding unless explicitly indicated otherwise in writing. SCS will never be required to accept and/or execute Requests.
- 5.2 All quotations of SCS will be valid for a period of 30 days unless a quotation or statement indicates otherwise.
- 5.3 An Agreement between SCS and the Counterparty will be concluded at the moment on which SCS accepts a Request by the Counterparty or confirms the acceptance of the quotation by the Counterparty in writing.

6 Price

- 6.1 The prices and discounts used by SCS are the prices and discounts in force on the day on which the Agreement is concluded unless SCS and the Counterparty have agreed otherwise in writing.
- 6.2 The prices indicated by SCS apply to delivery ex-works. These prices do not include sales tax (VAT), duties, import taxes, packaging costs, and other government levies.
- 6.3 SCS will always have the right to increase the agreed prices, possibly based on increased procurement prices and/or shipping fees of the Goods and/or the raw materials needed for the production of the Goods and/or increased government levies.
- 6.4 If the Counterparty does not want to accept a price and/or rate increase communicated by SCS and this increase is greater than 10%, the Counterparty has the right to terminate the Agreement in writing within eight days of the mentioned notice concerning the price change provided by SCS or to cancel the Request with effect from the date set out in the notice.

7 Payment

- 7.1 All invoices submitted by SCS must be paid within 30 days of the invoice date or on an earlier date indicated by SCS in the manner indicated by SCS without any right to discounts and/or settlement.

- SCS has the right to send an invoice to the Counterparty for each partial delivery.
- 7.2 All costs associated with (completing) the payment, including the potential provision of security and/or the currency risk, will be borne by the Counterparty.
- 7.3 After the expiry of the period set out in Article 7.1, the Counterparty will be automatically in default without a notice of default being required. In this case, SCS will have the right to suspend its work for the Counterparty. The right of retention and the right to establish a lien of SCS as set out in the GTC, the Storage Conditions, and the Forwarding Conditions will apply fully. However, the applicability of Article 23(1)(2) GTC is explicitly excluded.
- 7.4 If the Counterparty defaults on its (payment) obligation(s), SCS will have the right to immediately invoice all work that has been performed but not yet been invoiced and stipulate a payment period of one workday or request a security or an advance before any other work will be performed. If the Counterparty defaults on any payment, all other claims of SCS on the Counterparty will become immediately exigible and the Counterparty will immediately be in default without notice being required with respect to these claims.
- 7.5 From the moment of the start of the default, the Counterparty will owe the statutory interest pursuant to Article 6:119 DCC or 6:119(a) DCC (trade agreement) or an interest pursuant to Article 27 CMR (in case of cross-border transport of Cargo by road) on the exigible amount.
- 7.6 If the Counterparty continues to fail to pay the claim, SCS can outsource the claim, in which case the Counterparty will also be required to pay the extrajudicial and judicial costs, including all costs charged by external experts, besides the costs determined by law, associated with the recovery of this claim or any legal actions that must be carried out.
- 7.7 The Counterparty will never have the right to settle (pretence) claim(s) on SCS with debts to SCS.
- 7.8 If the Counterparty disputes the amount of the invoice, it must submit its objections to SCS in writing within 7 days of the invoice date, failing which this right will expire.
- 7.9 If the Counterparty is a legal entity and affiliated with other legal entities in a group within the meaning of Article 2:24(b) DCC, it will be jointly and severally liable vis-à-vis SCS for the payment of all current and future claims of SCS on the other legal entities with which it is affiliated in a group.

8 Termination & dissolution

- 8.1 Each of the parties will only have the right to dissolve the Agreement if the other party attributably fails to fulfil substantial obligations arising from the Agreement after a sound and detailed written notice of default offering a reasonable period to resolve the shortcoming.
- 8.2 SCS can fully or partially terminate or suspend the execution of its work without notice of default or judicial intervention being required by means of written notice if the Counterparty:
- (i) fails to fulfil its (payment) obligation(s), or
 - (ii) SCS has learned of circumstances which give it sound reasons to fear that the Counterparty will not fulfil its obligations, or
 - (iii) (temporary) suspension of payments is granted, or
 - (iv) if the bankruptcy of the Counterparty is requested, or
 - (v) if its company is dissolved or discontinued.
- 8.3 SCS will never be required to pay any form of compensation for any termination based on the above.
- 8.4 If work has already been performed for the Counterparty for the execution of the Agreement at the moment of the dissolution or termination of the Agreement as referred to in Article 8.1 and/or 8.2, this work and the associated payment obligation will not be reversed unless SCS is significantly in default with respect to this work. The amounts invoiced by SCS before the dissolution or termination in relation to any work already performed or delivered for the execution of the Agreement will remain due in full and will become immediately exigible at the moment of the termination and/or dissolution.

- 8.5 In case of the nullity of one or more provision(s) arising from legal relationships between SCS and the Counterparty or these General Terms and Conditions, the parties will discuss the situation to agree on new provisions to replace the null or annulled provisions, taking the purpose and scope of the null or annulled provision into account to the greatest extent possible.

9 Liability and indemnification

- 9.1 The overall liability of SCS will be limited to the amount determined in Article 4 or to the amount paid by the liability insurer of SCS in the specific case.
- 9.2 The liability of SCS for indirect damage, consequential damage, loss of profits, damage arising from claims by third parties vis-à-vis the Counterparty, damage caused by the failure to fulfil obligations within the stipulated period, or material damage consisting of destruction, damage, or loss of goods used by the Counterparty in its regular pursuit of a profession or company is excluded. Specifically, SCS will not be liable for any loss or damage caused due to, by, or in relation to the provision of the Service and/or the sale and/or delivery of Goods to the Counterparty, except in case of intent and gross failure attributable to SCS.
- 9.3 SCS is not liable for damage of any kind resulting from the use of inaccurate and/or incomplete data provided by the Counterparty for the execution of the Agreement unless it was or should have been aware of this inaccuracy or incompleteness.
- 9.4 The liability of SCS will only arise if the Counterparty sends a proper written notice of default to SCS within 30 days after it became aware of the amount of the alleged damage, offering a reasonable period to resolve the shortcoming, and if SCS attributable continues to fail to fulfil its obligations after this period. The notice of default must offer a description of the shortcoming that is as detailed as possible.
- 9.5 Any right to compensation will only exist if the Counterparty has reported the damage to SCS in writing within 30 days of its occurrence.
- 9.6 The Counterparty indemnifies SCS and its staff members against all claims by third parties, including the reasonable costs of legal aid, which are in any way related to or arising from the Service and/or the delivery of Goods by SCS, except in case of the intent or gross failure of SCS.
- 9.7 The provisions of this article apply for the benefit of all (legal) entities or persons engaged by the SCS for the execution of the Agreement.
- 9.8 SCS will never be required to deliver Goods that are similar to Goods previously delivered to the Counterparty based on previous agreements but will advise the Counterparty about similar Goods following a first written request to this end if the requested Goods cannot be delivered.

10 Force majeure

- 10.1 If SCS is unable to fulfil its obligations vis-à-vis the Counterparty due to an attributable shortcoming (force majeure), these obligations will be suspended for the period of the force majeure.
- 10.2 Force majeure includes but is not limited to (i) riots, wars, blockades, threats, acts of sabotage, unrest, or terrorism; (ii) earthquakes, floods, fires, famine, pest, volcanic eruptions, unavoidable situations, such as hurricanes, cyclones, tidal waves, tornadoes, landslides, lightning strikes, or other physical and natural disasters and accidents; (iii) radioactive contamination, epidemics, pandemics, regional or national healthcare, chemical, ecological, or biological hazards and disasters, maritime or aviation disasters; (iv) strikes or labour disputes at a national or regional level; (v) government (including by competent courts) sanctions, embargoes,

mandates, decrees, policies, statements, rulings, conditions, or acts that obstruct or significantly limit the capacity of SCS; (vi) shortcomings of suppliers or third parties engaged by SCS.

- 10.3 If a situation of force majeure has lasted for more than thirty days, the parties have the right to terminate the Agreement by means of written dissolution. Any work that has already been performed based on the Agreement will be settled pro rata without the parties owing anything to each other.

11 Intellectual and industrial property rights

All intellectual property rights related to the Goods and/or Services and/or Courses provided by SCS are vested with SCS or its licensors.

12 Miscellaneous provisions

- 12.1 If a provision of these General Terms and Conditions or a provision that is referred to conflicts with a provision set out in treaties, applicable acts, government regulations, contracts, or requirements that may not be deviated from in an agreement between parties, the provision in question will be void. The nullity of the provision in question will not affect the validity of the remaining provisions.
- 12.2 Without the prior (written) permission of SCS, the Counterparty may not fully or partially transfer its rights based on its legal relationship with SCS or one or more of the obligations arising from this relationship to a third party or to have these actually executed by third parties.

13 Applicable law and choice of court

- 13.1 Unless mandatory (international) laws and regulations determine otherwise, the legal relationships between SCS and the Counterparty are governed by the laws of the Netherlands. Any applicability of the Vienna Sales Convention 1980 is hereby excluded in accordance with Article 6 of this treaty.
- 13.2 All disputes between SCS and the Counterparty that arise from or are related to (the execution of) an Agreement concluded between SCS and the Counterparty, as well as in relation to these general terms and conditions, will be submitted to the competent court in Amsterdam, unless (Dutch) mandatory legal provisions oppose this or SCS submits the dispute to a different court in accordance with the rules on competence.

CHAPTER 2 SALE AND DELIVERY OF GOODS

1 Applicability

- 1.1 The provisions of this chapter apply if SCS sells and delivers Good to the Counterparty.

2 Price

- 2.1 The prices and discounts used by SCS are the prices and discounts in force on the day on which the Agreement is concluded unless SCS and the Counterparty have agreed otherwise in writing.
- 2.2 The prices indicated by SCS apply to delivery ex-works. These prices do not include sales tax (VAT), duties, import taxes, packaging costs, and other government levies.
- 2.3 Payment-upon-delivery will not take place unless deviating agreements have been made.
- 2.4 The Goods will be transported for the risk and account of the Counterparty.
- 2.5 SCS will always have the right to increase the prices agreed upon for the sale and delivery, possibly based on increased procurement prices and/or shipping fees of the Goods and/or the raw materials needed for the production of the Goods and/or increased government levies.
- 2.6 If the Counterparty does not want to accept a price and/or rate increase communicated by SCS and this increase is greater than 10%, the Counterparty has the right to terminate the Agreement in writing within eight days of the mentioned notice concerning the price change provided by SCS or to cancel the Request with effect from the date set out in the notice.

3 Delivery, delivery periods, and warranty

- 3.1 The Goods will be delivered to the loading dock or directly over the threshold of the agreed delivery address unless the parties have agreed otherwise. If the Counterparty refuses to accept the Goods at this location or fails to provide information or instructions needed for the delivery, the resulting costs, at least including storage costs, will be borne by the Counterparty and the risk will still transfer to the Counterparty at that moment.
- 3.2 The Counterparty hereby acknowledges that dry ice is, by nature, a volatile product which shelf life and usability depend on the circumstances of its storage and/or use. SCS makes no statements about the shelf life and usability of dry ice. SCS is only required to meet its accepted delivery obligations insofar as inventory is available.
- 3.3 The packaging and packaging materials (to be) delivered by SCS are suitable for the purpose listed in the Agreement and/or the description provided with the packaging and/or packaging materials. The Counterparty is required to closely observe the instructions set out in the usage instructions. SCS will not be liable for damage arising from improper and/or deviating use of the packaging and/or packaging materials, except for damage arising from gross failure and/or intent attributable to SCS.
- 3.4 SCS will always have the right to deliver the Goods as partial deliveries unless agreed otherwise in writing.
- 3.5 All (delivery) periods for the Goods or Services indicated by SCS and/or agreed upon have been determined to the best of its knowledge but will never be binding periods or deadlines. Merely exceeding an indicated or agreed upon (delivery) period will not lead to the default of SCS or an attributable shortcoming. If a period is exceeded, SCS will deliver the Goods to the Counterparty or provide the Service for the benefit of the Counterparty as soon as possible.

- 3.6 Unless agreed otherwise in writing between SCS and the Counterparty, a warranty period of one year after the delivery of the Goods will apply.

4 Right to submit complaints

- 4.1 The Counterparty is required to verify whether the delivered Goods do not contain any external shortcomings and correspond to the description on the packing slip within 5 workdays following their delivery. If the Counterparty has not reported a discrepancy between the delivered Goods and the description on the packing slip and/or external shortcomings within two workdays following the aforementioned period, the description on the packing slip and the delivered Goods will be deemed to correspond with respect to the nature and quantity, and the delivered Goods will have been accepted unconditionally by the Counterparty.
- 4.2 If the Counterparty believes that the Goods do not have the properties which it could expect from them based on the Agreement, it must inform SCS in writing immediately after it discovered or could reasonably have discovered the possible discrepancy, providing a detailed description of the identified discrepancy.
- 4.3 If the Counterparty reports a possible discrepancy between the delivered Goods and that which the Counterparty could reasonably expect based on the Agreement (in a timely fashion), SCS will confirm this report to the Counterparty in writing. SCS will discuss the situation with the Counterparty as soon as possible and conduct the necessary investigation, in which respect the Counterparty must give SCS the opportunity to (have a third party) verify the possible discrepancy within twenty days following the date on which the report was submitted to SCS.
- 4.4 Complaints do not give the Counterparty the right to suspend its payment obligation(s).
- 4.5 If SCS considers a complaint valid, SCS will, at its discretion, (1) offer compensation up to the invoice value of the Goods in question, or (2) replace the Goods in question at no cost.
- 4.6 If the Counterparty has fully or partially modified, processed and/or delivered the Goods after the expiry of a period of one month following the delivery of the Goods, any right to submit a complaint and/or claim compensation will expire.

5 Reservation of ownership

- 5.1 All Goods delivered to the Counterparty will remain the property of SCS until all amounts due by the Counterparty for the delivered Goods, as well as the amounts referred to in Article 7 of Chapter 1, have been paid to SCS in full. SCS also reserves the ownership of the Goods (to be) delivered to the Counterparty for all potential future claims on the Counterparty based on the sale and delivery of Goods pursuant to the Agreement.
- 5.2 If the Counterparty acts as a reseller, the Counterparty may resell and deliver the Goods that are the subject of the reservation of ownership of SCS but only insofar as this is common in the context of the regular operations of its company.
- 5.3 At the first request of SCS, the Counterparty will provide adequate security for the complete fulfilment of all its (payment) obligations vis-à-vis SCS.
- 5.4 The Counterparty must inform SCS immediately if:

- (i) third parties file claims or make attempts to obtain the Goods covered by the reservation of ownership of SCS or to levy attachment on these Goods or to otherwise exercise any rights in relation to these Goods;
 - (ii) (provisional) suspension of payments or a debt restructuring plan is requested by or granted to the Counterparty, or any other (payment) plan is concluded with the creditors of the Counterparty; and/or
 - (iii) the bankruptcy of the Counterparty is requested or if the Counterparty is declared bankrupt.
- 5.5 The Counterparty gives SCS permission to access the space(s) where the Goods are located at any time (including outside of the regular working hours of the Counterparty) to retrieve the Goods based on its reservation of ownership.
- 5.6 The Counterparty must properly insure the Goods that are covered by the reservation of ownership of SCS against the usual operating risks for its account.
- 5.7 As long as SCS has a reservation of ownership in relation to the Goods, the Counterparty cannot pledge the Goods to third parties as additional security or encumber the Goods otherwise.

6 Trading method

- 6.1 The Counterparty is required to exclusively sell the Goods in the original packaging provided by SCS in an unaltered and undamaged condition. However, the Counterparty may sell the Goods delivered in bulk as individual Goods provided that the individual products are sold in the original packaging provided by SCS and in an unaltered and undamaged condition.
- 6.2 For each violation of the obligations set out in this article, the Counterparty will forfeit an immediately exigible fine to SCS, which is not eligible for compensation or discount, of €1,000.00 for each Good with which the Counterparty violates this obligation, without prejudice to the right of SCS to claim full compensation for the damage suffered by it.

7 Returns

- 7.1 Without the prior written permission of SCS, SCS will not be required to accept return shipments by the Counterparty.
- 7.2 Return shipments for which SCS has given permission will be for the risk and account of SCS. The reception of returns will never constitute acknowledgement by SCS of the ground for the return indicated by the Counterparty.
- 7.3 If SCS accepts a return by the Counterparty, SCS will refund the Counterparty for this return shipment once it has accepted the return.

CHAPTER 3 SERVICES

1 Applicability

- 1.1 The provisions of this chapter apply if SCS provides Services to the Counterparty.

2 SCS services

- 2.1 SCS has a best-efforts obligation and not an obligation to achieve certain results in relation to the execution of all Agreements.
- 2.2 All (delivery) periods for the Services indicated by SCS and/or agreed upon have been determined to the best of its knowledge but will never be binding periods or deadlines. Merely exceeding an indicated or agreed-upon period will not lead to the default of SCS or an attributable shortcoming. If any period is exceeded, SCS will still provide the Services for the benefit of the Counterparty.
- 2.3 The Counterparty will ensure that all data indicated by SCS as necessary for the execution of the Agreement, or of which the Counterparty should reasonably understand the necessity, are made available to SCS in a timely fashion. If the data required for the execution of the Agreement have not been provided to SCS in a timely fashion, SCS has the right to suspend the execution of the Agreement and/or to charge the additional costs arising from the delay to the Counterparty based on its regular rates.
- 2.4 SCS is not liable for damage of any kind resulting from the use of inaccurate and/or incomplete data provided by the Counterparty for the execution of the Agreement unless it was or should have been aware of this inaccuracy or incompleteness.
- 2.5 If the parties have agreed that the Agreement will be executed in phases, SCS can suspend those elements belonging to a subsequent phase until the Counterparty has approved the results of the preceding phase in writing.
- 2.6 Unless deviating agreements have been made in writing, SCS will not be required to conduct customs activities for or on behalf of the Counterparty. If and insofar as the parties have explicitly agreed in writing that SCS will conduct customs activities for and/or on behalf of the Counterparty, SCS will only conduct these activities in the capacity of Direct Representative within the meaning of Article 5(2) of the Community Customs Code.

3 Engaging third parties

- 3.1 SCS can always engage third parties for the execution of the Agreement.
- 3.2 SCS will always observe a duty of care when engaging third parties. However, SCS will not be liable for damage resulting from shortcomings by third parties. SCS assumes and, if necessary, hereby stipulates that engagements granted to it by the Counterparty entail the power to also accept any limitations of liability of third parties on behalf of the Counterparty.

CHAPTER 4 ADR GOODS

1 Applicability

- 1.1 The provisions of this chapter apply if SCS transports or has third parties transport ADR Goods. If and insofar as this Chapter does not contain any arrangement or provision concerning a specific situation, the parties will discuss this situation and act in line with the ADR laws and regulations in force at that time.

2 Obligations of the parties when transporting ADR Goods

2.1 Sender

The sender of ADR Goods is required to offer a shipment for transport in a manner which complies with the regulations of the ADR, including but not limited to;

- (i) the ADR good must have been categorised correctly and qualify for transport;
- (ii) SCS must have been provided with the required data in a verifiable form;
- (iii) the packaging must be permitted and suitable for the ADR good in question and have the required labels;
- (iv) the conditions governing the manner of shipping and limitations of the Cargo must have been observed;
- (v) If and insofar as the sender uses services of third parties, the sender is required to take suitable measures to ensure that the shipping complies with the ADR regulations.

2.2 Loader

Without this list aiming to be exhaustive, the loader is required to:

- (i) only offer the ADR Goods to SCS if the ADR Goods in question may be transported based on the ADR;
- (ii) check whether the packaging is damaged and, if a shortcoming is found, reject the shipment for the period during which the shortcoming in the package has not been resolved;
- (iii) closely observe and comply with the conditions governing the loading and processing of the ADR good;
- (iv) if and once the ADR Goods have been loaded, to immediately and meticulously comply with the regulations governing the ADR Goods with respect to the labelling using orange signs.

2.3 Packager

Without this list aiming to be exhaustive, the packager is required to:

- (i) comply with the packaging regulations and the regulations on shared packaging;
- (ii) comply with the regulations on marking and labelling the packages.

2.4 Addressee

Without this list aiming to be exhaustive, the addressee is required to:

- (i) check whether the correct ADR Goods are unloaded based on the Transport Document.
- (ii) check whether no damage was caused to the packaging (during the transport).
- (iii) comply with the conditions governing the unloading and processing of the ADR Goods.

3 Rules governing packaging

All characteristics related to the ADR Goods must always be clearly visible and legible in accordance with ADR laws and regulations and must be resistant to weather and wind.

4 Rules governing the hazardous substances transport document

4.1 The Transport Document must contain the following information with respect to the ADR Goods offered for transport:

- (i) the UN number, preceded by the letters “UN”;
- (ii) the correct transport name, supplemented by, insofar as applicable, the technical name between brackets, as determined in accordance with ADR laws and regulations;
- (iii) the model numbers of labels in accordance with ADR laws and regulations.
- (iv) if assigned, the packaging group of the ADR Goods
- (v) insofar as assigned, the code for limitations in tunnels in accordance with laws and regulations;
- (vi) if applicable, the quantity and a description of the Cargo of ADR Goods;
- (vii) the total quantity of the ADR Goods provided with various UN numbers, the correct transport name, or, insofar as applicable, the packaging group (expressed in volume, gross mass, or net mass);
- (viii) the name and address of the sender;
- (ix) the name and the address of the addressee(s) in accordance with ADR laws and regulations;

5 Required format and language

The designation to be included must have been drawn up in an official language of the country of shipment, and, if this language is not English, French, or German, be drawn up in English, French, or German, unless possible international rates for road transport or agreements concluded between the countries involved in the transport determine otherwise. If the transport takes place within NL or between NL and BE, the document may be drawn up in Dutch.

CHAPTER 5 TRAINING

1 Applicability

- 1.1 The provisions of this chapter apply if SCS provides Services to the Participant in relation to a Course.

2 Registration and conclusion of the Agreement

- 2.1 The agreement between SCS and the Participant will be concluded by placing a written or spoken order (by phone), in case of the submission of a bid or engagement by SCS, and the acceptance of this order, registration, or contract by SCS. The Participant accepts these General Terms and Conditions by means of its written or spoken order, registration, contract, or by granting the contract.
- 2.2 SCS reserves the right to reject a registration for a Course within the meaning of Article 2.1 without substantiation.
- 2.3 In case of insufficient registrations, SCS reserves the right to cancel a Course or to merge Participants in different education groups. In this case, SCS will inform the Participant no later than 24 hours before the start of the Course.

3 Payment

- 3.1 Unless explicitly agreed otherwise, the prices and rates charged by SCS do not include sales tax but do include administrative fees. The registration fee due to SCS by the Participant must be paid in advance and must have been credited to the bank account of SCS designated on the invoice, without any right to discount and/or settlement, no later than one day before the start of the Course. In case of late payment, we will charge €25.00 in administrative fees and/or refuse the participation of the Participant. If the employer of the Participant is responsible for the payment of the registration fee but fails to do so, the Participant will be responsible for the payment of the course fees.

4 Cancellation, unavailability, inability to participate

- 4.1 The Participant can only cancel a Course in writing.
- 4.2 If a Participant cancels a Course for which he/she has registered, €75.00 (excl. VAT) in administrative fees will be charged up to 3 weeks before the start of the course. If a Participant cancels a Course within 3 weeks before the start of the Course, the entire amount will be charged and be due. SCS reserves the right to make changes to the programme or the location. If a Participant has registered for Courses in another country and the registration for the Course has been confirmed by SCS, the Participant will always owe the full amount.
- 4.3 If the Participant is unable to attend a Course, he or she will have the right to have a substitute participate in the Course, provided that SCS has been informed of this immediately in writing.
- 4.4 If the Participant or his or her substitute was not present at a Course session, SCS will make any lesson materials shared with the other participants at the Course session available to the Participant (in a digital format).

5 Programme and contents of the Course

- 5.1 The programme of the Course is set out in the most recent brochure and/or other instruction materials of SCS related to a specific Course. SCS reserves the right to make changes to the programme of the Course. SCS will inform the Participant of any changes in a timely fashion.

- 5.2 SCS reserves the right to change the time, location, and place of the Course session. SCS will inform the Participant of any changes in a timely fashion.
- 5.3 SCS has a best-efforts obligation to ensure that the Course is offered by qualified teachers.
- 5.4 SCS reserves the right to replace announced teachers.

6 Course and Exams

- 6.1 All exams arranged by or on behalf of SCS are governed by exam regulations that will be provided to the Participants of the course by SCS.
- 6.2 If exams are organised by third parties, SCS will strive to inform the Participants about the exam requirements in a timely fashion.
- 6.3 Participants of a Course and/or Exam are required to identify themselves in accordance with the requirements of the Dutch Act on the Identification Requirement at the request of a teacher or employee of SCS.

7 Non-competition clause

- 7.1 Without the explicit written permission of SCS, the Participant may not develop or present a comparable course based on the Course arranged by SCS, the developed lesson plans, and the lesson materials used in this respect, either independently or in cooperation with third parties.

8 Complaints handling

Participants can submit complaints to SCS in writing or by email. Once a complaint has been received, immediate action will be taken by the course manager responsible for the Course to which the complaint relates. SCS will first confirm in writing that the complaint has been received and is being handled, following which the complaint will be discussed internally. SCS strives to handle complaints in a reasonable and fair manner. The Participant will be informed about the manner in which the complaint will be handled as soon as possible, but always within one month. SCS reserves the right to do this by phone, in writing, or by email.

CHAPTER 6 SCS PRIVACY STATEMENT

This privacy statement applies to the processing of personal data by SCS and its affiliates.

Processing of personal data by SCS

We consider it important that our services are open, honest, and transparent. In this respect, we believe that you must know precisely which personal data SCS collects and for which purposes we use these personal data. We will describe this in an understandable manner in this privacy statement. SCS will ensure that your personal data will be collected, used, and removed in a careful manner and in accordance with laws and regulations.

This privacy statement can change at any time based on new developments. We recommend regularly consulting the privacy statement for any changes. The most recent privacy statement can be found on our website: <https://specialcargo.nl>.

What do we use your personal data for?

SCS processes your personal data for the following purposes. The data will only be used and kept for these purposes.

1. Executing agreements

We process personal data to be able to execute agreements we conclude with customers and suppliers.

2. Application process

We process personal data to assess the right candidate for a vacancy.

3. Marketing activities

We process personal data in the context of marketing activities. These can be former and existing partners that have registered for the newsletter through the website and/or through LinkedIn for the theme month.

4. Handling requests for information

If you want to receive more information about our services, we will process your data to be able to provide a response.

5. Relationship management

We use contact details to communicate with our corporate partners and to send a newsletter.

Which grounds apply?

SCS only processes personal data if there is a statutory ground to do so, as stipulated by the General Data Protection Regulation (GDPR). The following grounds apply:

1. Executing agreements

This applies to the personal data of customers and suppliers with which we have concluded an agreement.

2. Permission of the data subjects

You can register for the newsletter and/or the theme month. We will ask your permission for this. SCS will request the applicant for permission for the processing of personal data for recruitment and selection procedures, for example, to contact the applicant to schedule job interviews or to share information about the vacancy with applicants.

SCS can also ask the applicant for permission to keep the personal data for a longer period for a future vacancy.

With whom does SCS shares your data?

In principle, we will not share your data with others. Your data will only be shared if this is necessary for the execution of our services or if we have a statutory obligation to do so. In this case, we will share the data with:

- 1. Our employees**

We will share the data with employees if the processing purposes correspond to their position.

- 2. Suppliers and contractors working for SCS**

We work with service providers that build and manage our IT systems. We make sound agreements on their obligations and powers with them. We capture these in (processor) agreements.

How are personal data secured?

SCS uses technical and organisational security measures to secure your personal data against illegitimate processing. In this respect, SCS will secure your personal data in a manner that can be reasonably expected of it.

How long does Special Cargo Services keep your personal data?

- The retention period of our administrative records is ten years unless the personal data must be destroyed earlier based on a statutory obligation. This includes the agreements concluded with you. The period will start once the agreement has ended;
- If you send us an email or ask a question using a contact form, the data you send to us will be kept as long as this is necessary based on the nature of the form or the contents of your email to answer and handle your request completely;
- Data for marketing activities will be kept for no more than 1 year following the date on which we have been in contact in the context of the provision of products or services.

Transfer of personal data to third countries or international organisations

SCS does not transfer personal data to third countries or international organisations outside of the European Economic Area ("EEA").

Access, modification, removal, or blocking of personal data

You have the following rights pursuant to the GDPR:

- *Right to information and access (Articles 13, 14, and 15 GDPR);*
You may access and, if necessary, change your own personal data. If you want access to the personal data SCS has collected about you, you can exercise your right to access by submitting a request to SCS.
- *Right to rectification (Article 16 GDPR);*
If you wish to make changes to your personal data that have arisen from your request for access, you can submit a request to SCS to change these data. You can submit a request to SCS to modify, correct, remove, or block your data.
- *Right to data removal ('right to be forgotten') (Article 17 GDPR);*

You can request SCS to remove personal data. This applies if:

- the data are no longer necessary for the purposes for which they have been collected or otherwise processed;
- the processing is based on your permission and you revoke this permission;
- there are valid objections to the processing;
- the personal data have allegedly been processed in an illegitimate manner.

- *Right to limitation of the processing (Article 18 GDPR);*

If you suspect that SCS processes your personal data illegitimately, you can submit a request for the limitation of the processing.

- *Right to data portability (Article 20 GDPR);*

If the processing of your personal data is based on permission or necessity for the execution of the agreement, you have the right to obtain your personal data. SCS will provide these in a structured and common format. This allows you to transfer your data to a different processor.

- *Right of objection (Article 21 GDPR);*

If you have any objections to the processing of your personal data, you have the right to object to the processing.

You can submit a request to QHSE@specialcargo.nl to exercise your rights. We will respond to your request within four weeks. The period can be extended by 2 months, taking into account the complexity and the number of requests. You will be informed of such an extension.

If you have complaints about the manner in which SCS processes your personal data, you can submit this complaint to QHSE@specialcargo.nl. If this does not lead to the desired result, you can also submit a complaint to the national supervisory authority, the Dutch Data Protection Authority. You can reach this authority at the following link: <https://autoriteitpersoonsgegevens.nl/nl/zelf-doen/gebruik-uw-privacyrechten/klacht-melden-bij-de-ap>.

Contact details

Company name: Special Cargo Services B.V.

Address: Breguetlaan 9

Location: 1438 BA te Oude

Meer Telephone no.: +31(0)20

6556262

Email address: QHSE@specialcargo.nl