



RPM GENERAL TERMS AND CONDITIONS: GT&C_v2_210310

1. DEFINITIONS

Carrier: the natural person or legal entity who is contracted by RPM and who undertakes to transport the Goods.

General Terms & Conditions: these general terms and conditions.

Goods: the cargo/commodities from the SHIPPER that are the subject of the Services and includes the unit used to consolidate and transport the Goods.

RPM: RPM Europe B.V.

Services: all services provided by RPM, including the arrangement of transportation of Goods pursuant to these General Terms & Conditions.

SHIPPER: the natural person or legal entity, including the owner, sender, receiver and their agents, subcontractors, or any other person or entity and their agents, who has an interest in the Goods in respect of which Services are carried out or provided by RPM.

2. APPLICABILITY

These General Terms & Conditions apply to all quotations, offers, booking confirmations and contracts made by RPM and to all legal and factual acts performed in that connection. The applicability of the general terms and conditions used by SHIPPER, if any, is explicitly rejected by RPM. If any (part of a) provision of these General Terms & Conditions is void or voidable, such shall not affect the validity of the other (parts of the) provisions. In the event of inconsistency between these General Terms & Conditions and the quotation and/or booking confirmation or any other communication or contract, these General Terms & Conditions shall prevail except in respect of rates and other charges, in which case the quotation and/or booking confirmation shall prevail.

3. SERVICES

RPM agrees to provide the Services pursuant to these General Terms & Conditions and in compliance with all applicable laws and regulations relating thereto. RPM's responsibility shall be limited to arranging for, but not actually performing, transportation of Goods. These General Terms & Conditions shall apply to all shipments and orders from SHIPPER. During the performance of the Services, RPM acts as a freight forwarder (in Dutch: '*expediteur*') within the meaning of Article 8:60 of the Dutch Civil Code, and never as a carrier, neither contractual nor factual carrier (in Dutch: '*papieren of feitelijke vervoerder*'). These General Terms & Conditions shall only apply to shipments within Europe.

4. SHIPPER'S OBLIGATIONS

SHIPPER shall be responsible to RPM for timely and accurate delivery instructions and description of the Goods, including any special handling requirements, for any shipment. SHIPPER guarantees that the information and documents provided are correct and complete and that all instructions comply with applicable rules and legislation, including – but not limited to – privacy and data protection laws and regulations, laws on hazardous goods and weight/overloading restrictions. RPM shall not be obliged to investigate whether the information or documents provided are correct and complete. Times for delivery or arrival times stated by RPM are not guaranteed by RPM.

5. CARRIERS



RPM warrants that it has entered into, or will enter into, bilateral contracts with each Carrier it utilizes for the provision of the Services. RPM further warrants that those contracts comply with all applicable laws and regulations and shall include the following provisions:

- A.** Carrier shall agree to defend, indemnify and hold RPM and SHIPPER harmless from all damages, claims or losses arising out of its performance of the transportation services, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, in so far as Carrier's liability is not excluded or limited by any mandatorily applicable laws, regulations or conventions, including – but not limited to – the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956, as amended by the Protocol to the Convention on the Contract for the International Carriage of Products by Road, signed in Geneva on 5 July 1978 (CMR Convention). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- B.** Carrier shall agree to maintain at all times during the term of the contract, adequate liability insurance against all risks which can be reasonably expected in the performance of the transportation services, such as loss or damage to the Goods during carriage (cargo damage), liability for damage caused to property of RPM and/or SHIPPER and/or third parties (property damage), third party motor vehicle liability as well as liability for bodily injury damage and damage upon the death of employees engaged in the performance of the transportation services.
- C.** Carrier shall authorize RPM to invoice SHIPPER for transportation services provided by the Carrier. Carrier shall further agree that RPM is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the SHIPPER or consignee.
- D.** Carrier shall agree that the terms and conditions of its contract with RPM shall apply to all shipments it handles for RPM.

6. RECEIPTS AND TRANSPORT DOCUMENTS

If requested by SHIPPER, RPM agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed CMR note, consignment note, waybill, ("Transport Document"), Inspection Form or Proof of Delivery, as specified by SHIPPER. SHIPPER's insertion of RPM's name on a Transport Document shall be for SHIPPER convenience only and shall not change RPM's status as a freight forwarder. The terms and conditions of any Transport Document used by RPM or Carrier may not supplement, alter, or modify these General Terms & Conditions.

7. PAYMENTS

RPM shall invoice SHIPPER for its Services in accordance with the rates, charges and provisions that are mutually agreed to between RPM and SHIPPER. If rates are negotiated between RPM and SHIPPER and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon RPM's invoice to SHIPPER and SHIPPER's payment to RPM. SHIPPER agrees to pay RPM's invoice within 30 days of invoice date without deduction, suspension or setoff. The invoice shall also be due if damage, loss or delay has occurred during the transportation of Goods. RPM shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of any cargo charges to RPM shall relieve SHIPPER, consignee or other responsible party of any liability to the Carrier for non-payment of said cargo charges; and RPM hereby covenants and agrees to indemnify SHIPPER, consignee or other responsible party against such liability.

8. CLAIMS

- A. Cargo Claims:** SHIPPER must notify RPM within seven (7) days of any claims for cargo loss or damage or delay from the date of such loss, shortage or damage, which shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file claims for cargo loss or damage with RPM within ninety days (90) days from the date of notice. SHIPPER must file any civil action against RPM within one (1) year from the date the Carrier or RPM provides written notice to SHIPPER that the Carrier has disallowed any part of the claim in the notice. RPM shall make all reasonable efforts to recover the SHIPPER's damage or loss from the party that is liable for such damage or loss. RPM shall be entitled to charge to the SHIPPER the costs incidental thereto. Carriers shall agree in writing with RPM to be liable for cargo loss or damage or delay as outlined in paragraph 5 above. It is understood and agreed that RPM is not a Carrier and that RPM shall not be held liable for loss, damage or delay in the transportation of Goods unless caused by the willful intent or gross negligence of RPM or its management in the performance of the Services; provided that, notwithstanding anything in these General Terms & Conditions to the contrary, RPM's aggregate liability for any one shipment shall not exceed EUR 200,000 and RPM's annual aggregate liability shall not exceed EUR 500,000. RPM shall



manage the filing, processing, and resolution of claims with the Carrier on behalf of SHIPPER. Without prejudice to the scope of RPM's liability, if payment of claim is made by RPM to SHIPPER, SHIPPER automatically assigns its rights and interests in the claim to RPM to allow RPM to subrogate its loss. In no event shall RPM or Carrier be liable to SHIPPER or anyone else for special, incidental, indirect, punitive or consequential damages.

- B. All Other Claims:** RPM and SHIPPER shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage or delay claims and shall file any such claims with the other party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced within two (2) years from the date either party provides written notice to the other party of such a claim. SHIPPER shall be liable for any damage, loss, costs or whatsoever suffered by RPM that is a result of or has any relation with the Services. RPM shall not be liable for any damage, loss, costs or whatsoever, unless SHIPPER proves that the damage has been caused by the willful intent or gross negligence of RPM or its management. In any event, RPM's liability shall in all cases be limited to EUR 50,000 per occurrence or series of occurrences with one and the same cause of damage, with a maximum annual aggregate liability of EUR 100,000.

9. INSURANCE

RPM agrees to procure and maintain at its own expense an adequate general liability insurance covering RPM's liability under these General Terms & Conditions. RPM shall not be obliged to procure or maintain any other insurance, such as a cargo or property damage insurance, unless SHIPPER explicitly instructed RPM to take out such insurance and such insurance is fully at SHIPPER's expense and risk.

10. HAZARDOUS GOODS

SHIPPER and RPM shall comply with all applicable laws and regulations relating to the transportation of hazardous goods, including – but not limited to – the European Agreement concerning the International Carriage of Dangerous Products by Road (ADR) to the extent that any shipments constitute hazardous goods. SHIPPER is obligated to inform RPM immediately if any such shipments do constitute hazardous goods. SHIPPER shall defend, indemnify and hold RPM harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous goods laws and regulations.

11. INDEMNIFICATION

SHIPPER shall indemnify, hold harmless and defend RPM (including its directors, employees and other parties engaged by RPM) from and against all liabilities, losses, costs, damage and expenses (including all legal fees and court fees) incurred or sustained by reason of or arising from the non-compliance by the SHIPPER, its directors, employees, or any other party acting on instruction from or on behalf of SHIPPER, of any obligations pursuant to these General Terms & Conditions or pursuant to applicable national and/or international laws or regulations. SHIPPER shall at all times be obliged to indemnify, hold harmless and defend RPM for any amounts to be levied or demanded by any authority and/or any fines or penalties imposed, in connection with the Services.

12. RIGHT OF RETENTION AND PLEDGE

RPM has a right of retention in respect of all goods, including – but not limited to – the Goods, documents and monies that RPM holds or will hold for whatever reason and with whatever destination, for all claims RPM has or might have in future on SHIPPER and/or the owner of the goods, including in respect of all claims which do not relate to those goods, such as previous orders. RPM has a right of pledge (lien) in respect of all goods, including – but not limited to – the Goods, documents and monies that RPM holds or will hold for whatever reason and with whatever destination, for all claims RPM has or might have in future on the SHIPPER and/or the owner of the goods.

13. SECURITY

At RPM's first request, SHIPPER shall provide security for the amount owed or that shall be owed by SHIPPER to RPM. At RPM's first request, SHIPPER shall provide security for costs paid or to be paid by RPM to third parties or authorities, including freight, port costs, duties, taxes, levies, fines and penalties.



14. INDEPENDENT CONTRACTOR

SHIPPER shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over RPM, its operations, employees, or carriers. Nothing in these General Terms & Conditions create any partnership, joint venture, employment, agency or fiduciary relationship between RPM and SHIPPER.

15. FORCE MAJEURE

RPM nor SHIPPER shall be liable to the other for failure to perform any of its obligations during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, the intervention of any government authority, cyberattacks, cybercrime, any force majeure event on which the Carrier may rely or any other cause outside of the reasonable control of the SHIPPER or RPM, provided that the party so prevented uses its best efforts to perform and provided further, that such party provide reasonable notice to the other party of such inability to perform. In the event of Force Majeure, RPM's obligations shall be suspended for the duration of the Force Majeure event. All additional costs caused by Force Majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal costs etcetera, shall be for the account of the SHIPPER and shall be paid to RPM at RPM's first request.

16. CONFIDENTIALITY

RPM shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the RPM and SHIPPER shall not publish, use or disclose the contents or existence of their correspondence except as necessary to conduct their obligations under these General Terms & Conditions.

17. CHOICE OF LAW & JURISDICTION

All questions concerning the construction, interpretation, validity and enforceability of these General Terms & Conditions and concerning the legal relationship between RPM and SHIPPER, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the Netherlands. Any and all disputes between RPM and SHIPPER howsoever arising under, in relation to or in connection with the Services or these General Terms & Conditions, shall be brought exclusively before the competent Court in Rotterdam, the Netherlands.