

GENERAL TERMS AND CONDITIONS OF BFA 360 BV

1. GENERAL

These general terms and conditions are used by BFA 360 BV, with registered office at Hofhoek 11, 3176 PD Poortugaal, the Netherlands, hereinafter referred to as "BFA 360 BV", and form part of agreements entered into with the customer.

2. AGREEMENT

- 2.1. The agreement with the customer is concluded once BFA 360 BV confirms it or because BFA 360 BV commences with its performance.
- 2.2. Unless explicitly agreed otherwise, the agreement between BFA 360 BV and the customer is an instruction to BFA 360 BV to enter into agreements on behalf of the customer. These agreements may be entered into with providers of transport and/or crossings and/or passages (toll), hereinafter referred to as the carrier, regardless of whether BFA 360 BV also acts as the agent of the carriers.
- 2.3. BFA 360 BV is authorised on behalf of the customer to accept the applicability of the carrier's terms and conditions, including exoneration clauses. BFA 360 BV is also authorised to do so even if it acts as the carrier's agent.
- 2.4. Unless explicitly agreed otherwise in writing, BFA 360 BV does not guarantee arrival or departure times.

3. BOOKING PORTAL

- 3.1. The login details for the booking portal that BFA 360 BV provides to the customer are personal and confidential. The customer may not disclose or show the password to others.
- 3.2. If a third party has possibly gained access to the login details, the customer must notify BFA 360 BV of this without delay.
- 3.3. Until notice as referred to in the previous paragraph is given, instructions provided via the booking portal with the supplied login details will be presumed to have been provided by the customer.

4. PRICES

- 4.1. All prices are in euros and exclude VAT.
- 4.2. BFA 360 BV is entitled to pass on factors that increase the cost price, such as levies, taxes and surcharges, to the customer.
- 4.3. If no price has been agreed, the price that BFA 360 BV usually charges for a similar instruction will apply as reasonable.

5. PAYMENT

- 5.1. BFA 360 BV must receive payment no later than 30 days after the invoice date.
- 5.2. If an invoice is not paid within 30 days, the customer will be in default without the need for any demand or notice of default. All of BFA 360 BV's outstanding invoices will then become immediately due and payable in full.
- 5.3. If payment is late, the customer will be liable to pay default interest of 1.5% per month.

- 5.4. If BFA 360 BV feels compelled to send payment remainders or demands to the customer, it will be entitled to charge €40.00 in administration fees for this purpose. If BFA 360 BV feels compelled because of the customer's default to hand over its claim for collection, the associated costs, such as judicial and extrajudicial costs and costs for any bankruptcy petition, will be payable by the customer. The extrajudicial costs amount to 15% of the unpaid amount, subject to an absolute minimum of €250.00.
- 5.5. In case of default, the customer is obliged to provide security for payment to BFA 360 BV immediately on request.
- 5.6. BFA 360 BV may for reasons of its own require prepayment from the customer or introduce or reduce a credit limit for the total amount owing by the customer.

6. FORCE MAJEURE

- 6.1. Force majeure is force majeure within the meaning of Section 75, Book 6 of the Dutch Civil Code.
- 6.2. If the agreement cannot be fulfilled within a reasonable period due to force majeure, both the customer and BFA 360 BV will be entitled to terminate the agreement. BFA 360 BV will not be liable for any damage in that case.

7. LIABILITY

- 7.1. BFA 360 BV is not liable for damage suffered by the customer, except and insofar as the customer can prove wilful misconduct or gross negligence by BFA 360 BV.
- 7.2. BFA 360 BV is not liable in any case for consequential damage, lost profits or immaterial damage of the customer.
- 7.3. Liability for damage is expressly limited to the amount that the insurance pays out in the given case. If no payment is made under the insurance for any reason, liability for damage for each event or series of events with the same cause of damage will be expressly limited to the amount that BFA 360 BV has invoiced for the instruction that gave rise to the damage.

8. CANCELLATION

- 8.1. The customer may cancel the agreement without costs until ... hours before the booked departure.
- 8.2. A cancellation is valid only if BFA 360 BV has confirmed it in writing.

9. TERMINATION

- 9.1. In addition to the statutory grounds for termination, BFA 360 BV will be entitled to terminate the agreement without judicial intervention if the customer is declared bankrupt or liquidated, petitions for a moratorium on the payment of debts, is admitted to the statutory debt management scheme or otherwise loses the power to dispose of all or part of his assets.
- 9.2. The customer may not terminate the agreement.

10. DISPUTES AND APPLICABLE LAW

- 10.1. Dutch law applies to agreements between the parties.
- 10.2. All disputes will be settled by the Rotterdam District Court, unless BFA 360 BV brings the dispute before another competent court according to international or other rules on jurisdiction.