

## GENERAL TERMS AND CONDITIONS OF DELIVERY OF PORTBASE B.V.

### We recommend reading these General Terms and Conditions of Delivery carefully.

Thank you for your application to become a Customer of Portbase, the Port Community System of the Dutch ports. By becoming a Customer, you benefit from efficiency, cost savings and ease of use and you can use our Services that promote efficiency in the Dutch ports and contribute to the improvement of logistics planning in the transport chain.

You can enter into an agreement with Portbase by electronically signing the Application Form, including attachments, on our Website and submitting it online. The Application Form must be signed by an authorised representative of your company. The agreement between you and Portbase comes into effect as soon as Portbase has received your Application Form.

You can only enter into an Agreement with us if you are acting in the course of a profession and business. Portbase does not provide any Services to consumers.

These General Terms and Conditions of Delivery (hereinafter “General Terms and Conditions”) apply to the Agreement to be concluded between you and Portbase. By signing and sending your Application Form, you declare to have taken note of our General Terms and Conditions and to agree with their contents.

You can download and, if desired, save and/or print the Application Form and these General Terms and Conditions, which you have signed, via our Website.

During the term of the agreement, you can expand and/or limit the use of our Services via our Website. These General Terms and Conditions also apply to the new Services to be purchased by you during the term of the Agreement.

### 1. Definitions

The capitalised terms indicated below have the following meaning in these General Terms and Conditions, including the preamble above.

- **“Account”**: the account of the Customer through which the Customer can use the Services.
- **“General Terms and Conditions”**: these General Terms and Conditions of Delivery, which have been filed with the Chamber of Commerce in Rotterdam.
- **“Administrator”**: the person or persons appointed by the Customer to act as its representative in the performance of the Agreement and to have the Account used in accordance with the provisions of these General Terms and Conditions.
- **“Data”**: Customer Data and Portbase Data.
- **“User”**: any natural person authorised by the Customer to use the Services through the Account.
- **“IP Rights”**: all intellectual property rights and associated rights, such as copyright, trademark law, patent law, design law, trade name law, database law and related rights, as well as rights to know-how and one-line services.
- **“Login Details”**: the unique (user) name and password that serve to prevent unauthorised access to the Services.
- **“Customer”**: the party with which Portbase has entered into an Agreement.
- **“Customer Data”**: data originating from the Customer that is processed by the Customer in the context of the Service(s).
- **“Agreement”**: the agreement concluded between Portbase and the Customer regarding the Services to be provided by Portbase to the Customer, of which these General Terms and Conditions and the Application Form form a part in any case.
- **“Party”**: Portbase or the Customer.
- **“Parties”**: Portbase and the Customer.
- **“Portbase”**: Portbase B.V., with its registered office at Blaak 16, 3011 TA Rotterdam, the Netherlands, registered with the Chamber of Commerce under number 24338021.
- **“Portbase Data”**: data originating from Portbase and/or third parties engaged by Portbase and/or data enriched by Portbase that is processed by Portbase when making the Service(s) available.
- **“Services”**: any services selected by the Customer on the Application Form.
- **“Website”**: the Portbase website which is accessible via the following URL <http://www.portbase.com>.
- **“Application Form”**: the online application form, which must be completed and electronically signed by an authorised representative of the Customer. The application form contains additional terms and conditions (if any) for the relevant Service.

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- **“Business Days”**: every day from 08:00 to 18:00 CET, excluding Saturdays, Sundays and public holidays.

### 2. Applicability

2.1 These General Terms and Conditions apply to all Agreements and to all (legal) acts between Portbase and the Customer.

2.2 The General Terms and Conditions also apply to any use by the Customer of the website [www.portbase.com](http://www.portbase.com).

2.3 The applicability of other general terms and conditions is explicitly excluded.

2.4 Portbase has the right to change or replace these General Terms and Conditions. Portbase will inform the Customer about this at least sixty calendar days before the change comes into effect. If a Customer does not wish to agree to the change and/or replacement of the General Terms and Conditions, Portbase must have received written notification thereof five Business Days before the relevant change and/or replacement takes effect. In that case, the parties will discuss the objections of the Customer in mutual consultation and decide to adjust the Agreement in the context of the changed or replacement version of the General Terms and Conditions or to terminate the Agreement, without prejudice to Portbase's right to terminate the Agreement as set out in Article 15 of these General Terms and Conditions. As long as the parties have not yet reached an agreement, or the Agreement is terminated if termination has been agreed on, the General Terms and Conditions will continue to apply and *not* the changed or replacement version of the General Terms and Conditions.

### 3. Communication

3.1 Any communication between Portbase and the Customer can take place electronically. If these General Terms and Conditions stipulate that communication must take place in writing, this also includes e-mail, except insofar as these General Terms and Conditions, the Agreement and/or the law explicitly provide otherwise.

3.2 The electronic communication received and/or stored by Portbase serves as proof thereof, subject to evidence to the contrary by the Customer.

3.3 Electronic communications are deemed to have been received on the day of dispatch, unless

proven otherwise by the recipient. If the communications have not been received due to delivery and/or accessibility problems on the part of the addressee or a third party engaged by the addressee, this will be at the risk of the addressee.

### 4. Conclusion of the Agreement

4.1 Unless a separate written agreement is concluded with you, the Agreement is concluded upon Portbase's receipt of the Application Form.

4.2 Articles 6:227 paragraph 1 (obligation to provide information on electronic commerce) and 6:227c of the Dutch Civil Code (further regulations on electronic commerce) do not apply to the conclusion of the Agreement.

### 5. Services

5.1 During the term of the Agreement, Portbase will use its best efforts to make the Services available to the Customer with due care, where appropriate in accordance with agreements and procedures laid down in writing with the Customer. To this end, Portbase will provide one or more sets of Login Details via the Administrator, with which the User(s) can gain access to the Services.

5.2 Portbase does not guarantee the Services will function without errors or interruptions, but will endeavour to resolve errors and interruptions as quickly as possible.

5.3 Portbase has the right to adjust the Services (or have them adjusted) at its discretion, provided it informs the Customer about this within a reasonable period of time and the Services are not substantially changed. The Customer is obliged to comply with all additional instructions regarding the use of the Services that may be prescribed by Portbase from time to time, unless this cannot reasonably be expected of the Customer.

5.4 The Customer is solely responsible for assessing whether the Services are suitable for the purposes intended by the Customer and is itself responsible for the presence and proper functioning of the hardware, software and Internet and/or telecommunication facilities necessary for the Customer to use the Services. If changes to the relevant hardware, software and Internet and/or telecommunication facilities are necessary for the use of the Services, Portbase will notify the Customer thereof by means of the release calendar that is made available to all Customers every quarter.

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5.5 If the Customer wishes to change the number of Services, the Administrator must request this using the Application Form. The Form contains, where applicable, the terms and conditions for the new Services. The application is accepted, and thus the Agreement changed, by a confirmation from Portbase. This confirmation can be made online or by making the changed and/or new Services available.

5.6 Portbase reserves the right to temporarily decommission the Services for the purpose of maintenance, adjustment or improvement of the Services and/or connected systems required for this and/or to remedy any faults.

5.7 Portbase will allow such decommissioning to take place outside Business Days as much as possible, not to last longer than necessary, and will notify the Customer thereof within a reasonable period of at least one week in advance, unless the decommissioning was not foreseeable by Portbase. Portbase is not liable for damage resulting from decommissioning as referred to in this article, provided it makes sufficient efforts to ensure the decommissioning does not continue longer than necessary.

5.8 Portbase may engage third parties at its discretion when making the Services available.

### 6. Account, Administrator and User

6.1 The Customer can appoint one or more persons as Administrator for the management of its Account. The Customer can grant its Administrator the (limited) right to access its Account. In addition, the Customer or its Administrator can appoint one or more persons as Users of its Account. The User(s) will therefore also have a (limited) right of access to the Account of the Customer.

6.2 If the Customer wishes to change Administrator, the Customer must submit a new Application Form to Portbase in writing.

6.3 The Customer guarantees Portbase that each Administrator and User will comply with the provisions of these General Terms and Conditions in time and in full, and that all additional security instructions that may be prescribed by Portbase from time to time, provided the instructions are reasonable, are proportionate to the goal, the goal cannot be achieved in another less far-reaching way and have been communicated by Portbase within a reasonable period.

### 7. Login Details

7.1 The Login Details provided to the Administrator and the User are strictly personal. The Customer must ensure that only the designated Administrator or User personally uses the relevant Login Details and that these are not disclosed and/or made available to third parties.

7.2 As soon as the Customer knows or has reason to suspect that (parts of) Login Details have been disclosed and/or made available to third parties, the Customer must immediately change its password and, insofar as possible, take other effective measures to terminate unauthorised use of the Services.

7.3 The Customer guarantees Portbase that it will tell the Administrator to deny a User access to the Customer's Account if, for whatever reason, the User in question is no longer entitled to access the Customer's Account.

7.4 The Customer guarantees Portbase that it will inform Portbase within a reasonable period if, for whatever reason, an Administrator is no longer entitled to access the Customer's Account. Portbase will cancel the Login Details and thus access to the Customer's Account for the relevant Administrator.

7.5 As soon as Portbase knows or can reasonably suspect that a Customer, Administrator and/or User has acted and/or is acting contrary to the provisions of this article, it is entitled to take all measures it deems appropriate to end the situation and/or limit damage resulting therefrom (including immediately suspending or blocking access to and use of the Services by the Customer, Administrator and/or User). Portbase is not liable for damage ensuing from measures as referred to in the previous sentence, provided that Portbase has informed the Customer in advance of the measures to be taken, unless this cannot reasonably be expected of Portbase.

### 8. Data and IP Rights

8.1 Portbase is not and will not be the owner of the Customer Data. The Customer retains ownership of its Customer Data and Portbase will only use the Customer Data for making the Service(s) available to the Customer, for internal analysis and improvement of the existing Services and for the internal development of new Services, unless the Parties agree otherwise.

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8.2 Portbase is in no way responsible for the content of the Customer Data and the Customer guarantees Portbase that it is entitled to process the Customer Data.

8.3 The Customer is not and will not be the owner of the Portbase Data. Portbase or the third parties engaged by it remain the owner of the Portbase Data and the Customer will only use the Portbase Data insofar as this is necessary for the use of the Service(s) made available to the Customer by Portbase, unless the Parties agree otherwise.

8.4 The Customer is in no way responsible for the content of the Portbase Data.

8.5 The Agreement does not change the rights the Parties can assert on their respective Data.

8.6 All IP Rights with regard to the Services are vested in Portbase or its licensors. For the term of the Agreement only, Portbase hereby grants

a (sub) user right that is not exclusive and non-transferable.

8.7 The Parties do not transfer any IP Rights in the context of this Agreement and/or the use of the Services.

8.8 If and insofar as any IP Rights may be exercised in respect of the Customer Data transmitted by the Customer using the Services, these will remain vested in the Customer or its licensors.

8.9 If and insofar as IP Rights can be exercised with regard to the Portbase Data processed by Portbase for the Services, these will remain vested in Portbase or its licensors.

8.10 Portbase indemnifies the Customer against third-party legal claims based on the fact that the Customer's use of the Services made available by Portbase infringes the IP Rights of the third parties concerned, except insofar as the infringement is caused by the Customer not fulfilling its obligations under the Agreement.

8.11 The Customer indemnifies Portbase against third-party legal claims based on the fact that Portbase's use of the Data made available to Portbase by the Customer infringes the IP Rights of the third party concerned, except insofar as the infringement is caused by Portbase not fulfilling its obligations under the Agreement.

8.12 A condition for the indemnifications referred to in this article is that the indemnified Party

immediately informs the indemnifying Party in writing of the claim of the third party and the settlement of the claim, including any settlement, if applicable, to the indemnifying Party.

### 9. Fee

9.1 The Customer owes Portbase a fee for the use of the Services, unless the Parties have agreed otherwise in the Agreement.

9.2 The fee(s) owed by the Customer to Portbase on the basis of the Agreement will be invoiced to the Customer monthly after the end of the month in question, based, among other things, on the number of Services used by the Customer, the number of Users using the Services and/or the number of actions performed by the Customer. The fees and rates applied by Portbase are stated on the quotation provided by Portbase before the Agreement is concluded.

9.3 The amount of the fees and rates referred to in this article may be adjusted. Portbase will communicate the adjusted fees and rates to the Customer in writing no later than two (2) months before the change. If the Customer cannot agree to the adjusted fees and rates and cancels the Service(s) before the date on which the adjusted fees and rates take effect, subject to the provisions of Article 15.2 of these General Terms and Conditions, the old fees and rates will remain applicable during the notice period.

9.4 In addition to the provisions of Article 9.3, Portbase is entitled to adjust its fees and rates annually on 1 January on the basis of increases in the CBS Consumer Price Index over the most recent October-September period. The intention to adjust must be announced as soon as possible, but no later than 1 December of the previous year.

9.5 All fees, rates and other levies imposed by the government are exclusive of turnover tax (VAT).

### 10. Payment and invoicing

10.1 Portbase will invoice the Customer for the amounts due as described in Article 9, monthly in arrears. Payment must always be made without discount or set-off by the Customer.

10.2 If the Customer objects to an invoice, the Customer must notify Portbase of its objections in writing (by e-mail) within one calendar month of the invoice date, duly substantiated, without prejudice to the Customer's obligation to pay the

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undisputed part of the invoice. After this period, the Customer's right to dispute the invoice lapses.

10.3 All amounts owed by the Customer will be charged by Portbase by direct debit, unless the parties have explicitly agreed otherwise.

10.4 The Customer hereby accepts that Portbase sends invoices electronically.

10.5 If Portbase is unable to collect the amounts owed by the Customer within a reasonable period, Portbase has the right (i), without any notice of default or notification being required, to charge the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code on the full amount owed by the Customer from the date on which payment should have been made until the date on which the amount due has been received by Portbase and (ii) after notice of default has been given, to transfer the claim to a third party for collection. The Customer will reimburse all costs Portbase and this third party must incur to collect the amount due, including, among other things, costs of legal assistance, litigation costs and extrajudicial costs, the latter with a minimum of 15% (fifteen percent) of the outstanding sum and (iii) suspend, block or immediately terminate access to and use of the Service(s) by the Customer or the performance of its services, except insofar as this would be unacceptable according to standards of reasonableness and fairness (in view of the amount outstanding).

### 11. Data Security and Privacy

11.1 Each of the Parties must take the appropriate technical and organisational measures to protect the Data from being lost or any form of unauthorised access. These measures guarantee an appropriate level of security, taking into account the state of the art and the costs of implementation,

considering the risks associated with the Services and the nature of the Data to be protected.

11.2 If a Service contains personal data, the Parties will take measures in line with the applicable privacy laws and regulations for appropriate technical and organisational security and processing of this personal data.

11.3 The Customer declares to have taken note of and agrees with the content of Portbase's Privacy Statement published on [www.portbase.com](http://www.portbase.com). Portbase is entitled to adjust its Privacy Statement from time to time.

### 12. Confidentiality

12.1 If and insofar as confidential information of one Party comes to the knowledge of another Party during the performance of the Agreement, including but not limited to Data, this receiving Party will only use this information for the performance of the Agreement and the Services and limit access to that information to persons who need to know it for that purpose. The Parties guarantee that these persons will be obliged to maintain the confidentiality of this confidential information.

12.2 Confidential information does not include information that was already public at the time it became known or became known afterwards, or information the receiving Party also received from a third party without an obligation of confidentiality being imposed or this third party being obliged to do so.

### 13. Liability

13.1 Portbase exercises a great deal of care when making the Services available and is liable for damage suffered by the Customer as a result of an attributable shortcoming on the part of Portbase in the fulfilment of the Agreement or unlawful acts committed against the Customer by Portbase, but only within the limits of the restrictions and conditions contained in these General Terms and Conditions.

13.2 Each Party's aggregate liability for any and all claims in connection with any Service, on any basis whatsoever, are limited to direct damage not exceeding the amount paid for the relevant Service for twelve (12) months before the occurrence of such damage. Portbase's liability is excluded for Services that are made available by Portbase free of charge.

13.3 Neither Party is liable for indirect damage, consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruptions, damage as a result of claims from the other Party's customers, mutilation or loss of Data and/or other data, damage related to the use of goods, materials or software from third parties prescribed by the other Party, damage related to the engagement of suppliers prescribed by the Customer to Portbase and all forms of damage other than those referred to in Article 13.1, for whatever reason.

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13.4 A condition for the existence of any right to compensation is always that a Party informs the Party causing the damage in writing within five (5) Business Days of the day on which it has discovered or should reasonably have discovered the damage - insofar as this is required by law – declares it in default and grants this Party a reasonable period of time to still comply, taking measures to limit the damage as much as possible.

13.5 The limitations and exclusions of liability included in these General Terms and Conditions will lapse if and insofar as the damage is the result of intent or gross negligence on the part of the Party causing the damage or its executives. The limitations and exclusions of liability included in these General Terms and Conditions also do not apply to the indemnifications also included in these General Terms and Conditions.

13.6 Portbase is not liable for damage suffered and/or to be suffered by the Customer as a result of the fact that the Customer, in the event of an emergency, does not or does not correctly follow the applicable backup procedure prescribed by Portbase or another competent authority. Portbase's backup procedures are listed at [www.portbase.com/backupprocedures](http://www.portbase.com/backupprocedures).

13.7 The provisions of this article also apply to the benefit of all persons and legal entities engaged by Portbase for the performance of the Agreement and/or to the benefit of all persons and legal entities that make data available to Portbase for the purpose of performing the Services.

### 14. Force majeure

14.1 Without prejudice to Portbase's obligation to exercise the due care of a good contractor in the performance of the Agreement, neither Party is obliged to comply with one or more obligations, other than obligations to pay money, if they are prevented from doing so due to force majeure. Force majeure also includes fire, explosions, power failures, earthquakes, floods, severe storms, strikes, embargoes, terrorism (including cyber terrorism), natural disasters, acts or omissions of Internet traffic services, action or omissions of regulatory authorities (including the implementation of laws and regulations or other governmental action affecting the provision of the Services).

### 15. Term and termination

15.1 The Agreement is entered into for an indefinite period of time and can only be terminated as stipulated in these General Terms and Conditions.

15.2 Either Party may terminate the Agreement with effect from the end of the calendar month, subject to a notice period of three (3) months. Notice of termination must be given in writing.

15.3 In the event of (provisional) suspension of payment, bankruptcy, cessation or liquidation of the business of one Party, the other Party has the right to dissolve this Agreement in whole or in part with immediate effect, without that other Party being liable for compensation.

15.4 In the event of a dissolution as referred to in this article, all claims of the dissolving Party against the other Party are immediately due and payable in full. The other Party is obliged to take the necessary measures in order to give the dissolving Party the opportunity to exercise its rights.

15.5 In the event of a dissolution or cancellation as referred to in this article, the conditions in Articles 3, 5.2, 7, 8, 11, 12, 13, 14, 15 and 16 will continue to apply for as long as the Party in question can in all reasonableness rely on their continued existence.

### 16. Final provisions

16.1 The Agreement is exclusively governed by the laws of the Netherlands. The regulation regarding General Terms and Conditions in the Dutch Civil Code does not apply to the relationship with Customers from outside the Netherlands. The applicability of the 1980 Vienna Sales Convention (CISG) is explicitly excluded.

16.2 The provisions of the Agreement jointly determine the legal relationship between the Parties and supersede all previous agreements or statements made by Portbase with regard to the Services. This counts as agreement as to burden of proof.

16.3 If any provision of the Agreement is declared void, voidable or otherwise unenforceable, the other provisions of the Agreement will remain in full force.

16.4 In the event of a conflict between the provisions of these General Terms and Conditions and another part of the Agreement, the provisions



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of these General Terms and Conditions will prevail, unless the Parties explicitly deviate from these General Terms and Conditions with reference to this article.

16.5 Disputes arising in connection with this Agreement, including disputes about its existence and validity, will be settled by the competent court in Rotterdam, unless Portbase chooses to enforce compliance with the Agreement in the jurisdiction where the Customer has its head office.

16.6 The General Terms and Conditions will be available in Dutch and English. The Dutch version will prevail in case there is any inconsistency between the Dutch version and a version in another language.

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