

# Bulkio - Terms & Conditions

September 12<sup>th</sup> 2022

## Contents

Article 1.	Definitions
Article 2.	Scope of Application
Article 3.	Registration
Article 4.	Services of Bulkio
Article 5.	Conclusion of the Agreement
Article 6.	Obligations of the Carrier
Article 7.	Liability of the Carrier
Article 8.	Insurance policy for the Carrier
Article 9.	Legislation and regulations for the Carrier
Article 10.	Obligations of the Shipper
Article 11.	Liability of the Shipper
Article 12.	The liability of Bulkio
Article 13.	Compliance / Force majeure
Article 14.	Payment Conditions for the Carrier
Article 15.	Payment Conditions for the Shipper
Article 16.	Confidentiality Clause
Article 17.	Intellectual property
Article 18.	Privacy policy
Article 19.	Term and termination of the agreement
Article 20.	Applicable law and choice of jurisdiction
Appendix A.	Procedural Regulations
Appendix B.	Invoicing and Payment Procedure for the Carrier

## Article 1. Definitions

In this Terms & Conditions document, the following definitions shall apply:

1. **Client:** means the Shipper and the Carrier;
2. **Bulkio:** the private liability company according to Dutch law "Bulkio B.V", hereinafter referred to as 'Bulkio', who acts as an independent service provider.
3. **Carrier:** a legal entity that executes (bulk) transport services;
4. **Shipper:** a legal entity who grants an instruction for the execution of a Service into the Bulkio platform;
5. **Services:** the services offered by Bulkio as referred to in Article 4, also referred to as 'transport services'.
6. **Agreement:** the agreements entered into by Bulkio and the Shipper and Carrier, in respect of the Services to be performed, in which each party agrees upon the conditions per individual Service by means of an order-specific agreement entered into by Bulkio and the Shipper, and an order-specific agreement entered into by Bulkio and the Carrier, and where all parties agree upon the general Conditions, applicable to all Services executed on behalf of the Client, therewith forming an integral part of both agreements.
7. **Conditions:** the conditions applicable to the Agreement, including the conditions as stipulated in this document, including the accompanying instructions in the Appendices;
8. **Platform:** the platform in ownership of Bulkio, accessible for Shippers and Carriers, with the purpose to register, support, communicate and assign the Services offered by Bulkio as referred to in Article 4.

## Article 2. Scope of Application

1. These Conditions govern all offers, agreements, legal acts and actual acts relating to Services to be performed, insofar as these are not subject to imperative law. The Conditions apply to the legal relationship between Bulkio and the Client, including once the Agreement has ended.
2. Any contrary conditions or regulations of the Client are rejected and explicitly declared as not applicable, unless these Client specific conditions are accepted explicitly and unconditionally in writing by Bulkio
3. Additions, revisions and/or changes to the Conditions shall always be notified by Bulkio towards the Client by e-mail and a message service within the Platform, and only become binding upon the Client if accepted by the Client.
4. Insofar a provision from this agreement becomes invalid or in the given circumstances is unacceptable according to the standards of reasonableness and fairness, a provision shall apply between the parties which is acceptable, taking all circumstances into account and which as far as possible matches the intention of the invalid or unacceptable provision. The invalidity of a provision from these Conditions shall have no consequences for the validity of the remaining provisions from these Conditions.
5. Any deviation from these Conditions at any time allowed and granted by Bulkio, as requested by the Client on whatever ground, will not give the Client the right to assume and apply such deviations as being repetitive or fixed.
6. The Client is not entitled to transfer any rights or obligations arising from these Conditions or the Agreement to a third party, without written permission from Bulkio.

## Article 3. Registration

1. A Client can only make use of Bulkio services by creating a company account via the Bulkio platform. Completing the registration process includes the Client to provide company details as

requested. The Client agrees to provide truthful and accurate information when registering to use the platform. If the Client does not provide the requested information, it is not possible to make use of Bulkio services. The decision to accept a registration is in discretion of Bulkio, where decision can be made to revoke a registration at any time. Bulkio reserves the right to limit and/or block the clients access to services if any of the provisions in this agreement are not and/or no longer met.

2. The Client is only allowed to create a company account if:
  - a. the legal representative is part of a business entity that makes use of the service only for this business entity;
  - b. the legal representative is at least 18 years old;
  - c. the legal representative of Bulkio has all the rights and authority to enter into this on behalf of the Client and on behalf of Bulkio;
  - d. the legal representative uses the platform services in accordance with the provisions that are defined in these Conditions;
  - e. the Client is in possession of all the permits and licenses required by law to operate in the business connected to the Services as stated in Article 4.
3. The Client is responsible for maintaining the confidentiality of his password and account information. The Client is solely responsible for all activities that occur under his password or account and for any access to or use of the Platform by the Client or any person or entity using his password, whether or not such access or use has been authorised by the Client. The Client must immediately inform Bulkio about any unauthorized use of his account.
4. The Client is solely responsible for ensuring that the information about his company is up to date, company details can be amended via the Platform.
5. The Carrier is obliged to provide a pre-defined selection of company documents in order to complete the registration. This includes a valid transport license document, a valid company liability document and a valid transport liability document. Additional conditions that apply for the latter two liability documents are described in Article 8.

#### **Article 4. Services of Bulkio**

1. Bulkio has developed an online Platform to connect supply and demand in bulk cargo. In order to achieve the intended goal, Bulkio acts as an independent intermediary. Bulkio concludes transport contracts with Shippers in its own name. Bulkio then has the products transported by independent Carriers, with whom Bulkio also concludes transport contracts. Bulkio does not act as a Carrier. Transport is executed by making use of transport equipment owned by Carriers. Bulkio does not own or operate transport equipment.
2. A Service can be initiated by the Shipper by creating a price request via the 'Create order' module in the Platform. The Shipper is obliged to provide all order information necessary for both Bulkio and the Carrier, including the load location, the unload location, the product to be transported, the requirements to execute the transport, the pricing method, together with other relevant order information.
3. The price requests are assessed by Bulkio. In case of approval, the shipper is informed and receives a price offer. Bulkio does not guarantee that each price request of a Shipper is accepted. In case of disapproval, the Shipper is also informed including reasoning for rejecting the request.
4. The Shipper can decide to confirm or reject the received offer. In case of confirmation by the Shipper, the price request is converted into an actual transport order.
5. Bulkio guarantees the execution of a transport order under the strict condition that appropriate transport capacity is available. If appropriate capacity is available, the product will be transported in line with the agreed terms and price conditions
6. Bulkio publishes the Shipper order as a transport offer to a selection of Carriers in their network. Bulkio is responsible for the selection of Carriers, who will be invited and granted access to the offer. With this invitation, the Carrier becomes able to view the offer and eventually place a bid, which reflects the price for which the Carrier is willing to perform the service.
7. The price offers stated by Carriers are reviewed by Bulkio, taking into account the order requirements as specified by the Shipper. Subsequently, a Carrier is assigned by Bulkio to the transport order. After a final confirmation by the Carrier, the transport order is awarded and the Carrier enters the obligation to execute the transport order as requested by the Shipper.

8. At the moment a Carrier is assigned to the transport order, the Shipper is informed that the order is moved into status 'planned' via the Platform. The Carrier receives a notification which includes all relevant order information (order details).
9. Bulkio does not warrant the suitability of the service for the purposes of the Shipper.

## **Article 5. Conclusion of the Agreement**

1. All offers made by Bulkio are non-binding.
2. A Shipper enters the Agreement at the moment of order confirmation. Here, the Shipper accepts the price offered by Bulkio. By confirming the order, the Shipper declares the order information to be accurate and complete, and enters a payment obligation, after which the price request is converted into an actual transport order.
3. A Carrier enters the Agreement at the moment of bid approval. Here, the most recent bid of the Carrier is approved by Bulkio. By approving the bid, the Carrier confirms his assignment to the order and declares to be capable of executing the order as requested, and enters the obligation to execute the order according to the requirements specified in the order details page within the Platform.
4. When a Shipper or Carrier enters into an Agreement, an email notification is sent, stating that the Agreement is concluded.
5. The Shipper gives Bulkio free rein to assign and make responsible the assigned Carrier to execute the transport service as requested by the Shipper.
6. The Client declares not to bypass this agreement and/or avoid payment obligations towards Bulkio;
7. Agreements, as well as amendments of and additions to these agreements, shall only become effective if and insofar as Bulkio has confirmed these in writing.
8. The Agreement in no way represents any guarantee of any order or volume, even if subject to this Agreement, services are provided over a long period of time or at a given regular interval. The parties have expressly agreed that Bulkio shall not be bound by any form of exclusivity in respect of the Client. Bulkio may at all times enter into Agreements with other Clients.

## **Article 6. Obligations of the Carrier**

1. All transport operations, both national and international, will be executed subject to the applicability of the CMR Convention.
2. The Carrier is obliged to execute the transport of goods with its own load-units. The Carrier is not allowed to use the load-unit of a subcontractor or any other third party for the execution of Services.
3. The Carrier guarantees the soundness and suitability of the equipment used in its operations.
4. The Carrier is required to directly take receipt of the agreed product at the agreed place (load location), time (planned load time) and in the agreed manner, on condition that these are in proper condition, accompanied by the required documents and that the product has been made available to the Carrier.
5. The Carrier is required to transport the product, placed at its (the Carriers') disposal by the Shipper, to the destination designated by the Shipper (unload location). The Carrier will deliver this product to the recipient in the same condition as that in which they were received or alternatively in the agreed condition. In that process, the Carrier shall at all times comply with the applicable procedural regulations, the conditions contained in the order in question and the agreed delivery date and time (planned unload time).
6. The Carrier is responsible for loading and unloading the product, at the designated load- and unload location, according to the procedure specified by the Shipper, unless these, in the opinion of the Carrier, constitute such a hazard or nuisance that such activities cannot be demanded of the Carrier.
7. The Carrier will take all measures, including those not ensuing directly from the Agreement, to protect the interests of the Shipper and its product.
8. Should any uncertainty arise concerning the instructions and/or procedures, or if the Carrier is unable to comply with one or more conditions and/or instructions, the Carrier will duly immediately inform Bulkio in writing.

9. The Carrier is requested to perform additional work in consultation with and on instructions of Bulkio or the Shipper, if such work can in all reasonableness be expected of the Carrier.
10. The Carrier shall at all times respect the ownership right of the product(s) to be transported, the documents and the equipment made available. At no moment whatsoever can the Carrier acquire or encumber with any limited rights the ownership of the product(s) to be transported, the documents or the equipment made available.
11. The Carrier will act as a responsible Carrier.
12. The Carrier is obliged to execute the transport service with drivers that are qualified with Code95.
13. The Carrier is obliged to execute the transport service with drivers that can communicate in English and/or German language or if applicable, communicate in the language prescribed in the order requirements.
14. The Carrier is obliged to provide information about the resources that are planned for a specific order, if requested by the Shipper and/or Bulkio, at least 24 hours in advance of the planned load start time. This information can consist of license plate(s) of the planned asset(s), fleetnumber(s) and/or information on previous load(s). Bulkio declares to use this information in confidence, and only makes this information available to the Shipper who requested this information.
15. The Carrier is obliged to provide actual load and unload information, also referred to as 'execution data', including load start- and end time, unload start- and end time and the corresponding weight per load- and unload action, in the Platform, within 24 hours after completion of respectively the load- and unload action.
16. The Carrier is obliged to upload the CMR-document (or Proof Of Delivery, or consignment note) in the Platform within 48 hours after completion of the transport order. The CMR must contain the particulars as defined in the CMR Convention. This includes the provision to include the signature of the Sender and the Carrier. These signatures may be printed or replaced by the stamps of the Sender and the Carrier if the law of the country in which the consignment note has been made out so permits. In addition, the CMR must include the start- and end time for the load- or unload activity and the gross weight of the product that is loaded or unloaded.
17. The Carrier shall act as an independent operator. This agreement must therefore be explained in such a manner that the relationship between the parties may under no circumstances be viewed as that of superior/subordinate, client/agent or employer/employee. None of the employees of the Carrier may in any manner whatsoever be viewed as employees of Bulkio. The Carrier and/or its employees may in no manner whatsoever make claim to the staff benefits and/or remunerations paid by Bulkio to its employees.
18. The Carrier is not authorized to represent Bulkio on whatever grounds, to recognize the liability of Bulkio, to enter into obligations on the part of Bulkio, or to assume obligations on the part of Bulkio.
19. The Carrier guarantees that its employees comply with all rules and statutory regulations. All penalties and fines as a consequence of non-compliance with the statutory regulations shall be for the account of the Carrier. The Carrier indemnifies Bulkio and the Shipper in this connection against all claims relating to non-compliance with the applicable national and international legislation and regulations.
20. These extra activities can include but are not limited to providing route-information, providing custom documents and booking terminal-slots via an online portal. The Carrier declares to be aware that this can result in extra costs and therefore shall include these extra costs in the basic transport fee. Bulkio will not accept any extra costs requests that relate to these custom activities.
21. The Carrier is responsible for carrying out any extra custom-related activities that are considered as expected and necessary to execute a transport from and/or to the United Kingdom. These extra activities can include but are not limited to providing route-information, providing correct information to customs, shipping-lines and port-community systems, customs stop for closing transit documents and customs stop for customs- and veterinarian control. The Carrier declares to be aware that this can result in extra costs and therefore shall include these extra costs in the agreed basic transport fee. Bulkio will not accept any extra costs requests that relate to these custom activities as a result of the Brexit.
22. Once the Carrier concluded the Agreement, the Carrier is obliged to execute the stated transport order(s); the Carrier is not entitled to early termination. If the Carrier, on any grounds whatsoever, does not execute the order, Bulkio is entitled to recover the resulting damage and/or costs from the Carrier.
23. The Carrier declares to honor his obligations under Article 6 towards Bulkio and the Shipper. Bulkio cannot guarantee that the Carrier meets these obligations. It is not the responsibility of Bulkio to make sure or to verify that the Carrier will meet these obligations.

## **Article 7. Liability of the Carrier**

1. The liability of the Carrier is governed in accordance with the provisions of the CMR Convention, in which the Carrier is liable and responsible for loss of or damage to the transported products and any delays.
2. The Carrier is, save for Force majeure and without prejudice to the other provisions of this Agreement, liable for damage to and/or loss of the product that has occurred during the period from receipt to delivery.
3. The Carrier shall be fully liable and responsible for all losses suffered by either the Shipper, the sender, the receiver or third parties, including consequential and contamination losses, caused by a shortcoming, careless action, error or negligence on the part of the Carrier or one of his employees, during the period from receipt to delivery (*An example of such (consequential) losses as referred to above is a loss due to contamination for example of the product in the land tank, following incorrect unloading. In the event of contamination, appeal by the Carrier to force majeure is excluded*).
4. The Carrier shall indemnify Bulkio against all claims from third parties. If Bulkio is held fully or partially liable by third parties, on whatever grounds, the Carrier undertakes to settle the claim of the third party and to pay off the claim to the third party in question, as its own debt. The Carrier will also reimburse to Bulkio any reasonable legal costs incurred. (*This should include but not be limited to the situation whereby liability in respect of the third-party liability losses is divided between tractive unit and semi-trailer, on the basis of nationally applicable regulations.*)

## **Article 8. Insurance policy for the Carrier**

1. The Carrier must be in possession of a valid transport liability insurance (CMR). When accepting a transport order, this automatically entails responsibility. All transport orders executed subject to the compulsory rules of the CMR Convention must be insured according to these conditions.
2. The Carrier must be in possession of a valid company/general liability insurance (AVB). This insurance policy covers the Carrier for claims involving bodily injuries and property damage resulting from your products, services or operations. This insurance should also cover the costs for contamination of products in a land tank, caused by unloading into the incorrect land tank. Minimum cover of € 500.000,- per occurrence. If an incident occurs involving ADR goods (dangerous goods transport), minimum cover of € 7.500.000,- must be provided per occurrence.
3. The Carrier is obliged to upload a copy of both these insurance documents into the carrier profile page within the Platform, in order to prove that the insurances of the Carrier meet the stated conditions in this Article. These documents are assessed by Bulkio.
4. The insurance policies of the Carrier must be in accordance with the market standards and entered into with a reputable insurer.

## **Article 9. Legislation and regulations for the Carrier**

1. The Carrier is in possession of a valid transport permit, and will at all times comply with all national and international legislation and regulations, and the general rules applicable in the sector. The Carrier declares knowledge of and compliance with all applicable European legislation and regulations including EC Regulation 1071/2009 (rules governing admission to the occupation of road haulage operator), EC Regulation 1072/2009 (common rules on access to the international road haulage market), Directive 92/106/EEC (on the establishment of common rules for certain types of combined transport of goods between Member States) and Directive 96/71/EC (secondment directive).
2. In particular, the Carrier declares that it will comply with all national and international legislation and regulations in respect of working, rest and driving periods, including EC Regulation 561/2006. The Carrier undertakes to record working, rest and driving periods in accordance with this EC Regulation.
3. The Carrier expressly guarantees to meet all requirements and obligations (direct or indirect) arising from the German Minimum Wage Laws (also known as Mindestlohngesetz, hereinafter: 'MiLoG ') which entered into force on January 1, 2015. If MiLoG is applicable, these obligations include - but are not limited to:
  - a. different announcement and documentation requirements;

- b. the obligation (pursuant to § 20 MiLoG) to pay employees a remuneration which is at least equal to the minimum wage as defined in § 1, paragraph 2 MiLoG, to be paid no later than the due date as determined in § 2 section 1 MiLoG;
  - c. the obligation (pursuant to § 17 MiLoG) to accurately record the start, end and duration of the daily working hours of its employees (at latest by the end of the calendar day following the 7th workday and storing these records properly for at least two years).
- 4. The Carrier must at all times execute the order taking account of the quality requirements necessary for that order according to the quality standard of for example ISO 9001, ISO 22000, SQAS and/or GMP+. The Carrier guarantees that all necessary certificates and licenses for the provision of the services arising from this agreement are in place, and that all relevant legislation and regulations are complied with, at all times. The Carrier is requested to present the necessary certificates and licenses to Bulkio at the first request.
- 5. The Carrier will indemnify and hold Bulkio harmless against all claims and demands arising as a direct or indirect consequence of the fact that the necessary quality requirements have not been complied with by the Carrier, the necessary certificates or licenses are missing or specific legislation or regulations have not been complied with.
- 6. The Carrier guarantees complete compliance with the legislation and regulations referred to in Article 9 of these Conditions, and with the order instructions and regulations issued by Bulkio, including those specified in the Appendices.

## **Article 10. Obligations of the Shipper**

1. The Shipper declares and agrees to enter a financial obligation, at the moment the of accepting an offer of Bulkio for a specific price request, where the price request converts into an actual Agreement.
2. The Shipper is obliged to provide all necessary order information to Bulkio, when processing a price request
3. The Shipper declares that the information provided into the Platform, during the fulfilment of a price request, is correct and complete and that all instructions comply with current legislation. Bulkio shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.
4. The Shipper is responsible for providing instructions, if applicable, to operations such as inspecting, sampling, weighing, measuring, etc. and receiving product subject to appraisal by a court-appointed expert.
5. The Shipper accepts that any changes made to an order by the Shipper, after accepting the initial offer of Bulkio, may cause additional costs for the Shipper. The pricing conditions defined by Bulkio are described in a separate document, stating all applicable pricing conditions for shippers, which have to be read and accepted by the Shipper before concluding the Agreement.
6. In respect of the product, as well as in respect of the handling thereof, the Shipper is obliged to provide Bulkio, so Bulkio can provide the Carrier, in good time with any details and documents that it knows or ought to know, are of importance to the Carrier. If the product and/or activities are subject to governmental provisions, including customs and excise regulations and tax rules, the Shipper must provide all information and documents, in good time, that are required by the Carrier in order to comply with those provisions.
7. The Shipper is obliged to deliver and make available the product to the Carrier in acceptable and suitable conditions, to the agreed location, at the agreed time and in the manner agreed.
8. The Shipper is obliged to assume responsibility for the loading and unloading of the product, unless:
  - a. Article 6, paragraph 6 is applicable, or;
  - b. The parties have agreed otherwise, or;
  - c. Otherwise ensues from the nature of the intended transport, taking the applicable product and vehicle into account.
9. The Shipper declares to promptly compensate, besides the agreed fee, any other costs ensuing from this or separate Agreement(s). These costs can include but are not limited to costs of inspection, follow-up work, clearing work and the discharge of waste.
10. The Shipper declares to honor his obligations under Article 10 towards Bulkio and the Carrier. Bulkio cannot guarantee that the Shipper meets these obligations. It is not the responsibility of Bulkio to make sure or to verify that the Shipper will meet these obligations.

## **Article 11. Liability of the Shipper**

1. All Services shall be at the expense and risk of the Shipper.
2. The Shipper shall be liable vis-à-vis Bulkio for any losses or damage - including fines, interest charges, penalties and forfeitures, including the consequences of the failure to (timely) clear customs documents, and claims due to product liability and/or intellectual property rights - suffered directly or indirectly by Bulkio as a result of (amongst other things):
  - a. the non-compliance by the Shipper of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation;
  - b. any incident that is within the control of the Shipper;
  - c. the inaccuracy, carelessness or incompleteness of the instructions and the information and/or documents provided by the Shipper;
  - d. the failure to (timely) make the product available at the agreed time, place and manner;
  - e. the failure to (timely) provide documents and/or instructions.
3. The Shipper shall indemnify Bulkio at all times against third-party claims, including employees of both Bulkio and the Shipper, connected with or ensuing from the damage referred to in the previous paragraph.
4. If a claim is made against Bulkio by the Shipper outside of the Agreement in respect of the damage that occurs during the execution of the Services, then the liability of Bulkio shall be limited to the liability under the Agreement.
5. If to defend its liability for conduct of a Third Party or employee Bulkio derives a defence from the Agreement vis-a-vis the Shipper, then if it is held liable by the Shipper under this defence, a Third Party or employee can invoke this defence as if the Third Party or employee were also party to the Agreement.
6. The Shipper declares to indemnify the Carrier at its first request against third-party claims outside contract for any damage or financial loss, related in any manner to the performance of this or separate Agreement, applicable thereto, including claims based on product liability and/or intellectual property rights. This duty of indemnification applies if the Shipper fails to fulfil any obligation imposed on it by law, or the Agreement, or in case the damage or financial loss is caused by circumstances that fall under the risk of the Shipper.
7. The Shipper declares to be acquainted with the insurance coverages and related limitations of liability in the insurance policies described in Article 8, and accepts a minimum cover of € 500,000. In case the Shipper is requesting a higher minimum coverage, the Shipper has to submit this request to Bulkio in writing, and will only become effective if the request is accepted explicitly in writing by Bulkio.
8. If the Carrier refuses to sign for quantity, weight, etc., Bulkio shall not be liable for the consequences thereof.

## **Article 12. The liability of Bulkio**

1. The liability of Bulkio is governed in accordance with the provisions of the CMR Convention.
2. Bulkio shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.
3. Bulkio only guarantees the execution of a transport request under the condition that appropriate transport capacity is available. Bulkio shall not be liable for lost profit, consequential loss and immaterial damage that results from unavailable transport capacity.
4. If a claim is made against Bulkio outside of the Agreement in respect of the damage that occurs during the execution of the Services, then liability of Bulkio shall be limited to the liability under the Agreement.
5. The Client shall be liable vis-à-vis Bulkio for any damage – including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of custom documents and claims due to product liability and / or intellectual property rights – suffered directly or indirectly by Bulkio as a result of (amongst other things) the non-compliance by the Client of any obligation pursuant to the Agreement or pursuant to applicable national or international legislation, as a result of any incident that is within the control of the Client, as well as a result of the fault or negligence in general of the Client and/or its employees and/or Third Parties whose services the Client engages and/or Third Parties that work on behalf of the Client.



6. Client shall indemnify and hold harmless Bulkio at all times against Third Party claims, including employees of both Bulkio and the Client, connected with or ensuing from the damage referred to in the previous paragraph.
7. The total liability of Bulkio for any claims or damage shall not exceed and shall in all cases be limited to the indemnification of the insurance coverage of Bulkio.

### **Article 13. Compliance / Force majeure**

1. The Carrier guarantees compliance with the instructions in respect of the sealing, cleaning, storage, communication, transport, clearing and customs documents and other procedural regulations as appearing in Appendix A.
2. The Carrier is requested to send a Non-Conformity Report (NCR) to timely inform Bulkio and the Shipper in case of a non-conformity. The NCR can be sent via the platform by means of the NCR functionality on the order details page, where the Carrier can define the type of non-conformity:
  - a. Notification delay: To be sent by the Carrier if he is not able to arrive on-time at the load or unload location. This notification should be sent timely, but no later than the planned start time of the specific action.
  - b. Notification waiting time: To be sent by the Carrier if he is confronted with waiting time at the load- or unload location. This notification should be sent timely, but no later than the planned end time of the specific action.
  - c. Notification residue product: To be sent by the Carrier if the difference between load and unload quantity is more than 250 kilograms. This notification should be sent timely, but no later than the actual end time of the unload action.
3. In addition to the definitions as contained in law and jurisprudence, Force Majeure as intended in this agreement shall be taken to mean all unforeseen and external causes or circumstances not attributable to culpable behavior, and which are not for the account of the parties, according to the law, a juristic act or according to generally accepted practice. The following situations shall under no circumstances qualify as Force Majeure: delays caused by traffic congestion, the breaking down of vehicles and/or loading units and non-sector-wide industrial actions.
4. In the event of Force Majeure, the Agreement shall remain in force; the obligations of Bulkio shall, however, be suspended for the duration of the Force Majeure.
5. All additional costs caused by Force Majeure, such as transport and storage charges, yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Shipper and shall be paid to Bulkio at the latter's first request.
6. Any delay or other shortcoming in compliance on the part of the Carrier will without notice result in default, except in the event of force majeure. The parties are not liable for losses suffered in the event of force majeure.
7. If as a consequence of Force Majeure Bulkio is unable to fulfil the obligations arising from this agreement, compliance with those obligations shall be suspended for the period that the Force Majeure continues. The Carrier may only appeal to Force Majeure if the Carrier duly informs Bulkio in writing, within 2 working days following the moment of occurrence of the Force Majeure situation, thereby presenting the relevant evidence.
8. If the product is delivered by the Carrier without the consignee having determined the condition thereof in the presence of the Carrier, the product is deemed to have been delivered in a good condition, subject to evidence to the contrary.

### **Article 14. Payment Conditions for the Carrier**

1. The compensation for services provided by Carriers consists of two elements. The first element is a basic transport fee, as agreed on the Bulkio platform. The second element is eventual surcharges. Both the monetary amounts and the specific conditions under which the surcharges apply are described in the pricing conditions document, available in the Platform under the bidding section on the order details page. The document gives a description of the standardized surcharges that apply, and the underlying business rules that are defined to automatically determine whether the Carrier is entitled to receive extra compensation for the execution of a transport service. A digital copy of the pricing conditions document can be requested via [info@bulkio.com](mailto:info@bulkio.com).

2. The basic transport fee does not include weekend surcharges, residue surcharges and waiting time surcharges.
3. For Carriers integrated with Bulkio (so called e-connected carriers), surcharges are calculated automatically. Carriers who are not digitally connected have to manually request the surcharges with the "Request surcharge" button at the order details page.
4. Surcharges must be requested on the Bulkio platform, preferably within 24 hours, but not later than 17:00 (CET) of the next working day after unloading has finished. Additional costs requested after this period will NOT be compensated.
5. In the exceptional case of technical malfunction such as a defect or failure in the technical infrastructure of the Platform, or any other event that makes it impossible to submit surcharges, the Carrier is advised to contact the Bulkio team ultimately within 2 working days following the moment that unloading has finished.
6. The Carrier receives a shipment summary notification per individual transport service, at the moment that no surcharges can be requested anymore by the Carrier. This notification summarizes all relevant order details, including the transport fee and eventual surcharges. The Carrier is requested to accept or reject the shipment summary before the next working day at 17:00 (CET). In case of acceptance, the surcharges convert into status 'Accepted'. In case of rejection, the Carrier is redirected to the Platform in order to accept or reject each individual surcharge, where rejected surcharges convert into status 'Rejected'. The Bulkio team will reassess the rejected surcharges and inform the Carrier about the outcome. When the shipment summary is not accepted or rejected by the Carrier before the next working day at 17:00 (CET), the surcharges are automatically converted into status 'Accepted'. The transport fee and the (to be accepted) surcharges as stated in the shipment summary, are processed into the invoice.
7. Bulkio generates invoices on behalf of the Carrier on a weekly basis. The invoice includes and adds-up all revenue lines (transport fee and eventual surcharges) that are not yet invoiced. A revenue line can only be invoiced when the status of the order is 'Ready to invoice', with the extra condition that surcharge revenue lines must have status 'Accepted'. The Carrier receives a mail notification with the invoice attached, and has access to the list of invoices via the Platform.
8. For a Carrier, a transport order is converted into status 'Ready to invoice', only when the Carrier has completed the order by providing the requested execution data and uploading the CMR-document (or Proof Of Delivery) into the Platform. In case the provided execution data deviates from the planned order data, Bulkio needs to accept the execution data, before the order turns into status 'Ready to invoice'.
9. The Carrier accepts a default payment term of 30 days following the day the invoice is generated by Bulkio and sent to the Carrier.
10. The Carrier declares to accept that invoices are issued electronically by Bulkio in PDF-format. The invoicing procedure is described in Appendix B.
11. Bulkio applies a VAT-calculator to automatically determine the applicable VAT-treatment and corresponding value added tax. The VAT-treatment and tariff is explicitly stated on the invoice generated by Bulkio.
12. The Carrier declares to provide and maintain accurate and complete financial company information within the company profile of the Carrier in the Platform.
13. The basic transport fee is based on the original pricing unit as agreed with Bulkio. In case the pricing unit is 'per ton' or 'per hectoliter', the total transport fee is recalculated on basis of the actual load quantity, after it is provided by the Carrier. In case the pricing unit is 'per shipment', and the actual load quantity differs more than 500 kilogram from the planned load quantity, Bulkio is entitled to proportionally calculate a lower total transport fee. Example: Price of € 560,- based on a planned load quantity of 28 ton shall be recalculated to € 490,- if the actual load quantity is 24,5 ton.
14. Bulkio is at all times entitled to set off amounts payable by or demandable from the Carrier, on whatever grounds.
15. The Carrier declares to accept that the default currency setting is set in Euro.

## **Article 15. Payment Conditions for the Shipper**

1. The compensation for services provided by Bulkio on behalf of Shippers consists of two elements. The first element is a basic transport fee, as agreed on the Bulkio platform. The second element is eventual surcharges. Both the monetary amounts and the specific conditions under which the surcharges apply are described in the pricing conditions document, available in the Platform under

the bidding section on the order details page. The document gives a description of the standardized surcharges that apply, and the underlying business rules that are defined to automatically determine whether Bulkio is entitled to receive extra compensation for the execution of a transport service. A digital copy of the pricing conditions document can be requested via [info@bulkio.com](mailto:info@bulkio.com).

2. The basic transport fee is the price offered by Bulkio and confirmed by the Shipper, during the price request initiated by the Shipper.
3. The basic transport fee does not include weekend surcharges, residue surcharges, waiting time surcharges, late cancellation surcharges, late order delay surcharges and lead time extension surcharges.
4. The Shipper receives a shipment summary notification per individual transport service, at the moment that the execution data is made available in the Platform by the Carrier. This notification summarizes all relevant order details, including the transport fee and eventual surcharges. The Shipper is requested to accept or reject the shipment summary before the next working day at 17:00 (CET). When the shipment summary is not accepted or rejected by the Shipper before the next working day at 17:00 (CET), the surcharges are automatically converted into status 'Accepted'.
5. Bulkio generates invoices destined for the Shipper on a weekly basis. This invoice includes and adds-up all revenue lines (transport fee and eventual surcharges) that are not yet invoiced. A revenue line can only be invoiced when the status of the order is 'Ready to invoice', with the extra condition that surcharge revenue lines must have status 'Accepted'. The Shipper receives a mail notification with the invoice attached, and has access to the list of invoices via the Platform.
6. For a Shipper, a transport order is converted into status 'Ready to invoice', only when the execution data is provided by the Carrier into the Platform. In case the provided execution data deviates from the planned order data, Bulkio needs to accept the execution data, before the order turns into status 'Ready to invoice'.
7. The Shipper allows Bulkio to invoice an order when the execution data is completed. Providing a digital copy of the CMR-document into the Platform is not a condition to invoice the transport order. Bulkio does not make available a hardcopy of the CMR, only a digital copy within the Platform.
8. The Shipper declares to accept that invoices are provided digitally by Bulkio in PDF-format.
9. Bulkio applies a VAT-calculator to automatically determine the applicable VAT-treatment and corresponding value added tax. The VAT-treatment and tariff is explicitly stated on the invoice generated by Bulkio.
10. The Shipper accepts a default payment term of 30 days following the day the invoice is generated by Bulkio and sent to the Shipper.
11. If the Shipper fails to pay any amount due within the term as referred to in paragraph 9 of this Article, it will owe statutory (commercial) interest in accordance with Article 6:119a or Article 6:119 of the Dutch Civil Code, calculated from the due date until the date of payment in full.
12. The Shipper will at the first request of Bulkio furnish security for all that the Shipper owes or will owe Bulkio. This obligation also exists if the Shipper itself has already furnished security for payment.
13. The Shipper has no right to suspend payment, nor to set off any claims or costs against any amounts due to Bulkio relating to this or separate A(a)greement(s) and the C(c)onditions applicable thereto or against other costs chargeable to the product.
14. The Shipper declares to provide and maintain accurate and complete financial company information within the company profile of the Shipper in the Platform.
15. Bulkio is at all times entitled to set off amounts payable by or demandable from the Shipper, on whatever grounds.
16. The Shipper declares to accept that the default currency setting is set in Euro. In case Bulkio and the Shipper agree to set a different currency than Euro, the risk of exchange rate fluctuations shall be borne by the Shipper.

## **Article 16. Confidentiality Clause**

1. The Client (both Shipper and Carrier) observes confidentiality towards all third parties with regard to all facts and information acquired in the performance of the Agreement, including all company-specific information or information which can reasonably be suspected as being commercially-sensitive. In particular, the Client is required to maintain confidentiality in respect of present

contractual obligations, business strategy, rates, products and product applications, issues relating to clients, internal procedures, the financial situation of parties and knowledge and technological developments at parties. The Shipper and Carrier are solely authorized to make use of such information in execution of the obligations arising from the Agreement. The Client has informed its employees of the above described obligations, and will only issue information to its employees, on a need-to-know basis.

2. The above described confidentiality obligation does not apply to information that must be provided by law to competent authorities and information exchange with third parties as a part of normal business
3. The Client indemnifies Bulkio against all damages or losses arising as a consequence of a violation of the confidentiality obligation. The obligation to maintain confidentiality shall remain in force after termination of the agreement.
4. Both during the term of the Agreement and during a period of 12 months following the end of this Agreement, without prior written permission from Bulkio, the Client is forbidden, in any manner, directly or indirectly:
  - a. to establish or maintain contact with business relations of Bulkio;
  - b. to influence business relations of Bulkio;
  - c. to undertake activities (or have them undertaken) or to provide services (or to have them provided) for or on behalf of business relations of Bulkio for whom or on behalf of whom, in the framework of present agreement, the Client has directly or indirectly undertaken activities or had them undertaken, or provided services or had them provided.
5. Business relations as intended in this article shall be taken to mean: all (end) clients, customers, forwarders and recipients with whom Bulkio maintains or has maintained a business relationship in any manner whatsoever. This prohibition shall apply exclusively to activities in the field of bulk transport. The Client can only be fully or partially released from the prohibition as formulated in paragraph 4 subject to written permission from Bulkio.
6. In case of any violation of the confidentiality clause as appearing in Article 16, Bulkio reserves the right, in its sole discretion, at any time, to limit and/or block the Clients access to the platform, without prior demand or notice of default being required.
7. In regard to the processing of personal data, Bulkio acts as a data controller, within the meaning of the General Data Protection Regulation. The Client guarantees that he is legally authorized to provide personal data to Bulkio and that it has obtained permission from the parties involved, if necessary.

## **Article 17. Intellectual property**

1. The term "intellectual property rights" refers to the legal rights granted with the aim to protect the creations of the intellect. These rights include Industrial Property Rights (e.g. patents, industrial designs and trademarks) and Copyright (right of the author or creator) and Related Rights (rights of the performers, producers and broadcasting organizations).
2. The website located at <https://bulkio.com> and any associated web application or mobile application are copyrighted works belonging to Bulkio.
3. Bulkio reserves all intellectual property rights that are developed by or have been licensed to Bulkio, including but not limited to:
  - a. software development, technology, interface designs, information, text, files, images;
  - b. computer code, algorithms;
  - c. trademarks, trade names, logos, goodwill;
  - d. patents, patent applications and inventions;
  - e. any other proprietary content. are owned by or have been licensed to Bulkio.
4. Subject to these conditions, Bulkio gives the Client a non-exclusive, non-transferable, non-sub-licensing right, to make use of the service internally within your business.

## **Article 18. Privacy policy**

1. While using the Bulkio platform, both Shipper and Carrier users are asked to provide personal data, that can be used to contact or identify these users. Personal data is any information that relates to an identified or identifiable individual, and may include, but is not limited to: email address, first name and last name, phone number, address details and usage data.

2. Shipper and Carrier users agree to the collection and use of personal data for the following purposes:
  - a. To provide and maintain our services;
  - b. To manage access to different functionalities;
  - c. To contact the user by mail or phone, or other forms of electronic communication such as platform notifications and informative communications such as offer suggestions, order information updates, product updates, newsletters and event information;
  - d. Other purposes such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our service.
3. Third Party Processors. Our carefully selected partners and service providers may process personal information about you on our behalf as described below:  
 "Digital Marketing Service Providers  
 We periodically appoint digital marketing agents to conduct marketing activity on our behalf, such activity may result in the compliant processing of personal information. Our appointed data processors include:  
 (i) Prospect Global Ltd (trading as Sopro) Reg. UK Co. 09648733. You can contact Sopro and view their privacy policy here: <http://sopro.io>. Sopro are registered with the ICO Reg: ZA346877 their Data Protection Officer can be emailed at: [dpo@sopro.io](mailto:dpo@sopro.io)."
4. Bulkio may request the Carrier to provide the name of the driver, who is assigned to a transport service, and share this name with the Shipper who initiated the transport service and considers this information as required in order to execute the Agreement.
5. Bulkio takes all steps reasonably necessary to ensure that personal data is treated securely and in accordance with these conditions. In the event that personal data is undesirably extracted by a third party, Bulkio will appeal to the Dutch Protection Authority (Dutch DPA).

## **Article 19. Term and termination of the agreement**

1. Bulkio can terminate the Agreement with immediate effect in the event the Client:
  - a. ceases in full or significantly to practice its profession or business;
  - b. loses the power to dispose of its assets or a substantial part thereof;
  - c. loses its status as a legal entity, is wound up or is factually liquidated;
  - d. is declared bankrupt;
  - e. offers a settlement in lieu of bankruptcy;
  - f. applies for suspension of payment;
  - g. loses the power to dispose of its goods or a substantial part thereof as a result of seizure.
2. Bulkio can terminate the Agreement with the Carrier with immediate effect if the Carrier does not fulfill its obligations as referred to in Article 6.
3. Bulkio can terminate the Agreement with the Shipper with immediate effect if the Shipper does not fulfil its obligations as referred to in Article 10.
4. The Shipper may terminate the Agreement, by canceling the transport order at any time without stating any reason. In order to cancel a transport order, the Shipper can use the cancel functionality in the Platform. If the Shipper cancels a transport order more than 3 working days in advance of the planned loading date, the Shipper is not charged with cancellation costs. If the Shipper cancels a transport order within 3 working days in advance of the planned loading date, the Shipper shall be charged with late cancellation costs. The cost amount comprises a pre-defined proportion rate of the agreed transport price. Details can be found in the pricing conditions document.
5. The Carrier may terminate the Agreement, by cancelling his assignment to the transport order at any time without stating any reason. In order to cancel the assignment, the Carrier can use the cancel functionality in the Platform. If the Carrier cancels his assignment more than 2 working days in advance of the planned loading date, the Carrier is not charged with cancellation costs. If the Carrier cancels an order assignment within 2 working days in advance of the planned loading date, the cancellation costs to be charged to the Carrier, are to be determined in consultation between Bulkio and the Carrier, and are limited to a maximum of 80% of the agreed transport fee.
6. Bulkio may terminate the Agreement with the Carrier, by cancelling the assigned transport order at any time without stating any reason. In case Bulkio cancels the assigned order within 2 working days in advance of the planned loading date, Bulkio will consult with the Carrier to find an alternative transport order in case .
7. Cancellation of a transport order (assignment) is not possible by both the Shipper and the Carrier, from the moment that loading of the product has started.

8. Bulkio will inform the Shipper if after receipt of the product by the Carrier, the transport cannot in all reasonableness commence, be continued or completed within a reasonable period of time. The parties will in that case be entitled by means of a written notification to terminate the underlying Agreement, with termination coming into effect on receipt of the notification. The Carrier is not obliged to effect further transport to the place of destination and is entitled to unload the product and store the product at a place fit for the purpose; the Shipper is entitled to take possession of the product. The costs incurred with respect to the product in connection with the termination are for account of the Shipper.
9. In the event of termination or dissolution of the Agreement, all claims of Bulkio - including future claims - shall be due and payable forthwith and in full.
10. All claims relating to the Agreement will become prescribed after 12 months and will lapse after 18 months.

## **Article 20. Applicable law and choice of jurisdiction**

1. All legal relations relating to this Agreement shall be exclusively subject to Dutch law.
2. All disputes between Bulkio and the Shipper or the Carrier shall be settled by the District Court in 's-Hertogenbosch. The District Court in 's-Hertogenbosch is exclusively competent, unless otherwise expressly agreed in writing by the parties.

## **Appendix A. Procedural Regulations**

### 1. Obligations upon the Carrier

- 1.1. SEALING - The Carrier will ensure that the transported goods are correctly sealed from the moment of loading through to the moment of delivery to the recipient. If the Carrier himself loads the goods, he must ensure that everything is sealed. All sealing numbers must be listed on the CMR accompanying the product. In all other cases, the Carrier must inspect all seals and check whether the seals correspond with the numbers on the CMR. Following cleaning, the Carrier must first subject the loading unit, hoses and appendages to a visual inspection and subsequently himself seal all items and record the sealing numbers on the cleaning certificate or have the cleaning station sealed. If, after unloading, the Carrier is able to reload using the same tank, uncleaned, in the period between unloading and loading, everything must be sealed. In this case, use may be made of a neutral seal.
- 1.2. MONITORING CARGO - The Carrier will monitor the transport from the moment of loading through to the moment of delivery or unloading at the recipient. In the event of delay whereby the Carrier can predict that the agreed delivery date and/or time will not be achieved, the Carrier must duly report this as quickly as possible, in writing, to Bulkio. At any moment, at the first request of Bulkio, the Carrier must (be able to) indicate to Bulkio where the cargo is located.
- 1.3. PASSING ON WAITING AND DEPARTURE TIMES - Upon arrival at the loading, unloading or cleaning location, the driver must pass on the expected waiting time and the expected departure time to Bulkio. If the expected waiting time is longer than 30 minutes, the cause of this delay must also be passed on, so that Bulkio can take any necessary action.
- 1.4. CLEANING STATIONS - The Carrier will only make use of cleaning stations approved for the order in question. The Carrier is responsible that its drivers only enter a cleaning bay if explicitly allowed by the operating personnel of the cleaning station.
- 1.5. BBS - The Carrier has implemented the BBS program in respect of driving and loading/unloading.
- 1.6. STORAGE – Any storage necessary during the transport must be approved by Bulkio and must be in accordance with the working methods of Bulkio and/or the Shipper and the applicable statutory requirements.
- 1.7. DOCUMENTS - The Carrier will be provided with the necessary and required documents by the Shipper and/or Bulkio. The Carrier is responsible for the careful provision of all transport, cleaning and customs documents. The Carrier is required to check the content, completeness and correctness of all documents. The Contractor will ensure that as proof of receipt of the goods by the recipient or upon transfer of the documents, he can present a signature of the recipient. The Carrier must submit all documents to Bulkio. This process is subject to the reception principle: the obligation has only been fulfilled once the documents have been received by Bulkio.
- 1.8. DUTY OF INFORMATION - The Carrier and his employees are required to inform Bulkio of all factors that could have a direct or indirect effect on the quality requirements necessary for the order. The Carrier must report any possibilities for improving current procedures to Bulkio.

### 2. Obligations upon the Carrier in respect of personnel and safety

- 2.1 REGULAR DRIVERS – If the parties have agreed that the Carrier will deploy regular drivers, the Carrier must inform Bulkio in advance if one of the agreed drivers is to be (temporarily) replaced. The new driver must be instructed in advance on the working methods described in this agreement.

- 2.2 SELECTION PROCEDURE - The Carrier operates an adequate selection procedure for drivers. The Carrier guarantees that the driver receives the correct instructions including the driver's manual, and fulfils the requirements laid down in the Agreement. Under all circumstances the driver must speak German or English. If the transport is only undertaken in the country where the Carrier is established, however, speaking the local language is sufficient.
- 2.3 RULES AT THE LOADING AND UNLOADING LOCATION - The Carrier must ensure that before driving to a loading or unloading location, the driver is conversant with all rules of behavior and environmental and safety rules at that loading or unloading location. The driver is obliged to always check all manlifts and bolts, to ensure the load-unit is correctly closed after loading.
- 2.4 PERSONAL PROTECTIVE EQUIPMENT (PPE) – Drivers are required at all times to have in their possession safety glasses, safety shoes, hearing protection, a helmet, a safety harness and reflective clothing, and to use these items as instructed. If applicable, other specified PPE must be used.
- 2.5 WORK RHYTHM DRIVERS – Bulkio is thoroughly aware that the Contractor himself is fully responsible for planning his transport orders, taking account of applicable national and international legislation and regulations, in particular the EC Regulation 561/2006 (driving and rest times) or the local translation thereof. Bulkio considers it important that a sound balance be established between work and home life, and that the driver must be given the opportunity to spend time with his family/in his home environment. For this reason, the parties have agreed that it is the intention of the Carrier that a driver should not be permitted to spend more than 5 consecutive weeks in his truck, and the Carrier will take this into account in his planning. In this connection, the Carrier accepts a best efforts obligation.

### 3. Equipment

- 3.1 CONDITION OF EQUIPMENT – The equipment deployed in execution of the order must be inspected in accordance with the requirements applicable for the country of deployment. The equipment must fulfil all requirements and certificates necessary for the type of transport in question. If the equipment of the Carrier is not suitable for execution of the order, the Carrier is required to deploy similar replacement equipment, without any disruption or delay arising, in the execution of the order. Any resultant additional costs shall be for the account of the Carrier.
- 3.2 MAINTENANCE - The Carrier is responsible for regular and preventive maintenance on his equipment. The Carrier inspects the equipment periodically and maintains inspection records. Transport equipment must be clean and well-maintained, and may not bear any other lettering or advertising than that of the Carrier himself.
- 3.3 HOSES – Hoses and appendages must be thoroughly clean and well-maintained, and inspected and tested as often as necessary. At least the following tests must be performed:(1) visual testing (2) electrical continuity testing (3) pressure testing. The various quality requirements applicable, for example those for Food and Non-Food, must at all times be taken into account.

### 4. Audit

- 4.1 AUDIT - The Carrier issues permission to Bulkio to carry out an audit. In this way, Bulkio can determine whether the business operations of the Carrier are in compliance with the requirements imposed by the Shipper, and all applicable legislation and regulations are complied with. Any non-conformities qualified by Bulkio as serious must have been corrected within 10 days. Non-conformities qualified by Bulkio as less serious must have been corrected within 30 days.

### 5. Communication instructions

- 5.1 BAN ON COMMERCIAL CONTACT – The Carrier may not have any operational or commercial contact, in any manner, direct or indirect, with the customer(s) or client(s) of Bulkio. This applies both to the forwarder and the recipient. At all times, Bulkio shall act as contact point. All contacts



shall take place via Bulkio, unless the Carrier has received written permission to maintain such contacts itself.

- 5.2 EXCEPTION - The Carrier must comply with all (site) instructions of the forwarders and the recipient. The Carrier himself must report upon arrival at both the forwarder and the recipient, and must wait before loading/taking receipt or unloading/delivery until the moment that the forwarder, recipient or Bulkio specifies that this work may be commenced.

## **Appendix B. Invoicing and Payment Procedure for the Carrier**

### 1. Invoicing

1. Bulkio issues invoices electronically on behalf of the Carrier.
2. Bulkio generates a weekly invoice which includes and adds-up all revenue lines, consisting of a transport fees and eventual surcharges, that are not yet invoiced.
3. The transport fee comprises the bid that was submitted and confirmed by the Carrier, and approved by Bulkio. The transport fee does not include weekend surcharges, residue surcharges and waiting time surcharges.
4. The eventual surcharges need to be requested by the Carrier. The monetary amount and the specific conditions under which the surcharges apply are described in the pricing conditions document, available in the Platform under the bidding section on the order details page. The document gives a description of the standardized surcharges that apply, and the underlying business rules that are defined to automatically determine whether the Carrier is entitled to receive extra compensation for the execution of a transport service.
5. For all surcharges the following pre-conditions are valid:
  - a. Execution data regarding loading must be filled in completely in the Platform, preferably within 24 hours, but not later than 17:00 (CET) of the next working day after loading has finished.
  - b. Execution data regarding unloading must be filled in completely in the Platform, preferably within 24 hours, but not later than 17:00 (CET) of the next working day after unloading has finished.
  - c. Surcharges must be requested on the Bulkio platform, preferably within 24 hours, but not later than 17:00 (CET) of the next working day after unloading has finished.For waiting time and waiting days, the following additional pre-conditions are valid:
  - a. Carrier arrives on-time at the load / unload address.
  - b. A non-conformance report is sent by Carrier before 'the planned end time of the load / unload action + 4 hours'.If these pre-conditions are not met, the Carrier is not entitled to any surcharges.
6. For Carriers integrated with Bulkio (so called e-connected carriers), surcharges are calculated and submitted automatically.
7. When a surcharge is submitted it turns automatically into status 'Proposed'.
8. The Carrier receives a shipment summary notification per individual transport service, at the moment that no surcharges can be requested anymore by the Carrier. This notification summarizes all relevant order details, including the transport fee and eventual surcharges. The Carrier is requested to accept or reject the shipment summary before the next working day at 17:00 (CET).
9. In case of acceptance, the surcharges convert into status 'Accepted'. In case of rejection, the Carrier is redirected to the Platform in order to accept or reject each individual surcharge, where rejected surcharges convert into status 'Rejected'. The Bulkio team will reassess the rejected surcharges and inform the Carrier about the outcome. When the shipment summary is not accepted or rejected by the Carrier before the next working day at 17:00 (CET), the surcharges are automatically converted into status 'Accepted'.
10. A transport fee can only be invoiced when the status of the transport order is 'Ready to invoice'. An order is converted into this status, only when:
  - a. Execution data regarding loading and unloading is filled in completely in the Platform, including load start- and end time, unload start- and end time and the corresponding weight per load- and unload action;
  - b. The CMR-document is uploaded in the Platform.
  - c. Bulkio accepted the execution data, in case the provided execution data deviates from the planned order data.
11. An eventual surcharge can only be invoiced when the status of the transport order is 'Ready to invoice' and the status of the surcharge is 'Accepted'. As a result, it can occur that a specific surcharge is not processed into the same invoice in which the transport fee of the related order is

processed, in case the surcharge was not yet in status 'Accepted' at the moment the transport fee was invoiced.

12. At the moment the weekly invoice is generated, the Carrier receives a mail notification with the invoice attached, and has access to the invoice via the Platform. The invoice section also includes all history invoices sent to the Carrier.
13. If the Carrier should dispute any of the revenue lines on an invoice, the Carrier is requested to send a notification to Bulkio to [financials@bulkio.com](mailto:financials@bulkio.com), about the disputed revenue line(s) not later than 5 days from the date of receiving the invoice, by means of a statement in writing including detailed reasoning and sufficient documentation to enable Bulkio to investigate the dispute. Bulkio will use good faith efforts to resolve any dispute together with the Carrier, within 30 days of receipt of such statement.

## 2. Payment

1. Bulkio generates a weekly invoice which includes and adds-up all revenue lines that are not yet invoiced. The resulting financial entries are automatically transferred to our payment system.
2. The payment system registers all financial transactions including VAT-treatment, VAT-rates and due dates.
3. The payment system converts the invoice information into payment orders, which generate automatic payments before (or on) the due date, where the monetary amount is transferred to the bank account registered in the company profile account of the Carrier in the Platform.
4. The Carrier is solely responsible for ensuring that the (financial) information about the company is accurate and complete. The Carrier is requested to timely inform Bulkio about any changes via the Platform. Change requests can be submitted by the Carrier admin user(s).
5. For all payment obligations towards the Carrier, Bulkio applies a default payment term of 30 days following the day the invoice is generated by Bulkio and sent to the Carrier, unless Bulkio and Carrier explicitly agreed on a different payment term in writing.
6. Bulkio is at all times entitled to set off amounts payable by or demandable from the Carrier, on whatever grounds.