GENERAL TERMS OF TRANSEURO ADRIA – CROATIA – DECEMBER 2022

Full version in English or in Croatian language available at: https://www.transeuroadria.hr/

1 – PURPOSE: These General Terms ("**GT**") set forth the conditions for the performance of services provided by our Company **TRANSEURO ADRIA** to any customer ("**Client**") which is not a member of Groupe Charles André. They are complemented by the applicable rates, and as the case may be by Specific Terms ("**ST**"), which prevail over these GT in case of conflict. Unless agreed otherwise in advance and in writing with our Company, the placing of an order and/or the delivery of the products to our Company amounts to the full acceptance by the Client of our GT in force at that time. Our Company's GT and ST prevail over the Client's general purchase conditions and any other document issued by the Client. Our Company may modify at any time these GT, the new version of which will apply from the time of their communication to the Client by any means (including by posting on our website) and replace the preceding versions. Any issue not dealt with in these GT is governed by the compulsory or supplementary legal or regulatory provisions, or the International Conventions, applicable on the date of performance of the services.

2 –OBLIGATIONS OF THE PARTIES: Our Company performs the services according to the specifications agreed in advance with the Client in writing or any means of electronic transmission and storage of data. The Client provides to our Company all detailed information necessary for the performance of the services. In this respect, the Client holds our Company harmless from any claim or action resulting from any declaration or document which is incorrect, incomplete, inapplicable or provided late.

3 – RATES: The services are invoiced as per the prices based on the applicable public rates or those set forth in the ST. In addition, any order placed by the Client following a price quote from our Company amounts to acceptance of such quote. The price of services, based on public rates or negotiated, is based on the information/orders provided by the Client to our Company, taking into account the conditions of these GT. Our prices do not include duties, taxes or fees owed as per any regulations, including tax or customs regulations, which will be recharged to the Client. The agreed price may be revised depending on the conditions set forth as the case may be in the ST or, in particular for fuel charges, according to the legal or regulatory provisions in force.

4 – PAYMENT: Payment shall be due within 30 days of the date of issuance of the invoice. No discount will be granted for early payment. If an invoice is not paid by its due date, an interest equal to the refinancing rate of the European Central Bank, increased by 10 points of percentage, shall be immediately due without a reminder being required, as well as a flat-rate recovery fee of 40€ (or its equivalent in HRK) per unpaid invoice. Any late payment will cancel any other agreed term of payment, so that any other sums owed to our Company shall become immediately due. In case of late payment, our Company reserves the right to suspend its contract with the Client and therefore suspend performance of the on-going services, as well as to refuse performance of new services, until full payment of all outstanding amounts. In any event, our Company may make the performance of any new service subject to full advance payment in respect to a Client with a track-record of late payment or default. For any late payment, the Client will also owe to our Company a penalty equal to 15% of the outstanding unpaid amounts, without prejudice to damages which our Company may claim.

5 – LIABILITY/INDEMNIFICATION: As a general rule, any Party shall be liable for the damages it causes and shall indemnify the tangible and intangible direct damages for which it is responsible. Any Party shall also be liable to third parties for tangible and intangible direct damages for which it is responsible, and shall hold the other Party harmless in relation to resulting claims. In any event, our Company's liability shall be limited to the proven, direct and predictable damages, in accordance with the compulsory or supplementary legal or regulatory provisions, or the International Conventions, applicable on the date of performance of the services, excluding any indirect damage. Save for another applicable threshold, such as those mentioned below in particular, our Company's liability shall not exceed 300,000 euros per event.

5.1 Transportation: Our Company's liability for transport is governed in any event, including for domestic transport or by any mean of transportation, by the CMR Convention of 19 May 1956, save for another applicable and mandatory International Convention.

5.2 Vehicle rental with driver: With respect to vehicle rental with driver, our Company is liable only if the Client proves that the damage results from a hidden defect of the rented vehicle or a wrongdoing in the performance of a driving operation. Driving operations are the following: driving the vehicle, protecting the vehicle against theft under normal conditions of care, technical preparation of the vehicle, handling special equipment of the vehicle, and verification of the load before departure from the point of view of driving safety. All other operations are under the Client's sole responsibility, even if performed by the driver. In any event, our Company's liability shall not exceed 2,300 euros per ton of the potential payload of the rented equipment.

5.3 Freight forwarding: When our Company acts as a freight forwarder, arranging transport by any means (road, rail, barge, sea…) which is performed by other companies, our Company's liability for its substituted carriers shall not exceed the liability of the relevant carrier when the latter is governed by an imperative international convention. If the limitations of the relevant carrier's liability do not result from an imperative international convention, or if the relevant carrier is not identified, the same limitations as set forth hereafter for our Company's personal liability shall apply.
Our Company's personal liability shall not exceed the indemnification limits set forth in the CMR Convention of 19 May 1956, as if our Company acted as a road carrier, regardless of the mean of transportation and/or its domestic or international nature.

5.4 Vehicle storage on park and related automotive logistics services: In any event, our Company may not be held liable for damages or loss that do not result from our wrongdoing or negligence in the performance of the services. It is specified that no indemnification shall be due to the Client and its insurers, or to third parties, in case of losses or damages caused by a natural event (thunder, hail, snow, flooding, storm…), and therefore the Client or the vehicle owner shall take care of the insurance against such risks. Moreover, no indemnification shall be due to Client or third parties for damages resulting from inner defects of a vehicle, or a wrongdoing, negligence or omission by the Client or the vehicle owner. In addition, our Company shall not be liable for ageing in stock related to the storage duration, if the services mentioned in the maintenance schedule have not been ordered in compliance with the manufacturer's specifications. These formal exclusions of warranty amount to an express waiver by the Client, the vehicle owner and their insurers to seek our Company's liability in this respect. The Client shall procure that the vehicle owner and their insurers comply with this provision. The indemnification of warranted damages shall not exceed the amount of 1,000,000 euros per event, with a sub-limitation at 200,000 euros for services performed onto the vehicle (cleaning, bodywork…), 300,000 euros for the risk of theft, and 100,000 euros for the risk of collision. These amounts constitute the limits of our warranty and liability. Beyond these limits the Client, the vehicle owner and their insurers (the commitment of whom the Client shall procure) waive any claim against our Company or its insurers. The indemnity owed by our company for intangible damage shall not exceed 5% of the tangible damages. Our company covers the entrusted vehicles with automotive civil liability insurance.

5.5 Vehicle conveying: The Client shall provide spontaneously all useful information, including the non-apparent specificities of the vehicle, for the correct performance of the conveying service. Our Company may refuse to perform the service or postpone it in case of error in the characteristics of the vehicle, impossibility to reach the pick-up or drop-off sites, dangerous weather conditions, or any other justified reason. The contradictory examination established at the time or pick-up or drop-off, or in their absence the statements of our Company, shall be binding to determine potential damage. When delivery cannot be performed, if our Company could not obtain in due course the Client's instructions, it shall take the steps which it considers in the Client's interest, and the Client shall reimburse the costs resulting from the instructions given or steps taken. The vehicles entrusted to our Company shall be equipped with water, oil, fuel and antifreeze (from October 1st to April 1st each year). More generally, they shall be in good state of use and equipped with the elements, components or products necessary to the planned conveying. Our Company shall in no event be liable for mechanical or structural incidents occurring during the conveying, caused by the absence, insufficiency or poor quality of these elements, components or products, or more generally caused by the state of the conveyed vehicles.

5.6 Customs formalities and ancillary services: Customs formalities performed by our Company or its agents are performed under direct representation such as defined under Article 18 of the European Union Customs Code. The Client shall provide, upon request of our Company, a written power of attorney for direct representation naming our Company or its designated agents. In any event, the acceptance of these GT implies a mandate granted by the Client to our Company to conclude in the name and on behalf of the Client a contract for customs direct representation with the customs representative of our election. The Client provides

our Company, in due course, with the information necessary for the required formalities in relation to the customs obligations of the Client with respect to the relevant goods, of which the Client declares that it has full knowledge and control. Accordingly, our Company has no obligation of advice. The Client also verifies that the goods comply with the rules for access to market. To this end, the Client makes available to our Company any documents (tests, certificates, etc.) required by the regulations for the purpose of their access to market. Not providing the information and/or document necessary to the correct performance of customs formalities and/or to the justification of compliance with access to market rules expose the Client to risks of sanctions and overcharges, for which is shall be solely liable (sanctions cause by incorrect application of customs regulations, delay in custom clearance, etc.). The Client shall hold our Company harmless against any consequences caused by lacking, incorrect or inapplicable instructions and/or documents, such as additional duties and/or taxes, penalties, late interests, etc. The Client shall also indemnify our Company for the consequences of controls performed by the competent authorities and the related charges, such as parking, surveillance or assimilated costs, etc. Our Company's liability in relation to customs formalities or ancillary services is limited to the price of the relevant service. If the said service is not charged separately, is included in a flat fee or is performed free-of-charge, our Company's liability shall not exceed 100 euros per event.

5.7 Delays: For any damage caused by a delay in the performance of any service whatsoever, our Company's liability shall not exceed the price of the relevant service (duties, taxes and other costs excluded).

6 – SAFETY / RIGHT TO WITHDRAW: The Client is solely responsible for indicating the work areas and locations, access and loading/unloading zones (hereinafter "Work Zone") and establishing the corresponding safety protocol. It shall also procure that the Work Zone is accessible under normal conditions for the planned service and take all safety measures necessary vis-a-vis the staff and equipment, in order to avoid any damage, such as road signs, interruption of power or fluid, blocking of overhead power lines, protection of pipes, consolidation of the ground and underground, etc. If agreed between the Client and our Company, the equipment is set up upon request and under the instructions of the Client. The Client shall provide all the authorizations and exemptions necessary for the performance of the services, in particular the administrative authorizations for parking on the road and driving. If the Work Zone presents a risk/danger for the staff and/or the equipment and/or third parties, our Company reserves the right to suspend or refuse the performance, in all or part, of the services. Any service ordered but suspended or not implemented due to a problem with conformity and/or dangerousness of the Work Zone or lack of the necessary authorizations will be charged. In any event, the Client guarantees our Company against all actions, claims, proceedings or disputes relating to the safety or regulatory conformity of the Work Zone and undertakes to indemnify our Company in full for any prejudice that it may incur, including any lawyer's or consultant's fees, regardless of whether it has exercised its right to withdraw.

7 – INSURANCE: Our insurers guarantee the liability of our Company up to the maximum indemnity amounts mentioned in Article 5 of these GT. It is the Client's responsibility to arrange with our Company, prior to the performance of the service, the subscription on its behalf of any additional insurance that the Client may deem appropriate (declaration of value, declaration of special interest in delivery, damage insurance), in exchange for a supplemental premium.

8 – FORCE MAJEURE: Our Company's liability is released should it become unable to perform all or part of its obligations due to events that meet the criteria of force majeure. However, the following are in particular considered as force majeure events releasing our Company from liability, even if they do not meet the aforementioned criteria: total or partial strikes, internal or external, lock-outs, serious bad weather, hail, floods, storms, epidemics, blockage of transport or procurement means for any reason whatsoever, war or serious international crisis, earthquakes, fire, water damage, governmental or legal restrictions, total or partial blockage of networks, sources of energy, in particular electric, or the means of telecommunication. Any damage in the performance of the service caused by a third party will also be considered as a force majeure event, exempting our Company from liability.

9 – HARSDHIP: Should changes in the financial, commercial or technical conditions substantially affect our Company so that it bears charges such that the balance of the contract is disrupted or lost, the parties shall meet, upon our Company's request, to negotiate new terms. If they do not reach an agreement within 1 month from such request, our Company may: (i) either immediately terminate the contract without indemnity, or (ii) apply new financial conditions, in which case the Client may, within 1 month, terminate the contract with 3-month notice.

10 – PRIVILEGE / RETENTION / SECURITIES: The Client is the presumed owner of the goods and all documents, equipment and values delivered to our Company within the context of the services. As a broker, carrier or logistics/storage provider, our Company benefits from corresponding privileges and securities according to the applicable laws. Moreover, regardless of the capacity in which our Company acts, the Client acknowledges and accepts that our Company has a right of contractual security implying the general and permanent right of retention and preference on all the goods and property of any kind whatsoever in the possession of our Company, as a guarantee for the complete payment of our Company's receivables against the Client.

11 – SUBSTITUTION AND SUB-CONTRACTING: Our Company reserves the right to be replaced in all or part of its rights and obligations relative to the contracts concluded with the Client, by one or more companies of the group to which it belongs. Our Company may also entrust the performance of all or parts of the services to one or several sub-contractors of our election who have the appropriate qualifications.

12 – CONFIDENTIALITY: The Parties commit to the strictest level of confidentiality regarding the information contained in the contract and/or exchanged between themselves in the course of the negotiation, conclusion and performance of the contract, for all the duration of the performance of the services and 3 years thereafter. Our Company and the Client remain, each respectively: (i) the exclusive owner of confidential information relating to it and/or that it has produced and (ii) sole owner of the related intellectual property rights.

13 – STATUTE OF LIMITATIONS: It is agreed that all legal actions against our Company to which the services could give rise, including counterclaims against us, must be filed within one year starting from the performance of the services, regardless of the capacity in which our Company acts.

14 – PROHIBITION OF BRIBERY: Our Company has an anti-bribery program. In this respect, it adheres to Middlenext's anti-corruption code of conduct, which may be found on Middlenext's website. The Client undertakes to comply with the principles of prohibition of bribery and to implement actions similar to those set forth in the said code.

15 – PROTECTION OF PERSONAL DATA: Each of our Company and the Client undertake to comply with the regulations on data privacy and, in particular the EU Regulation 2016/679 of 27 April 2016. Each party is respectively the controller of data processing of which it determines the purposes and means, and holds in this respect the other party harmless against all damage or third party claims (including any lawyer's or consultant's fees).
For data processing of which our Company is the controller, the legal basis is, depending on the case, the consent of the data subject, the performance of the contract or of a legal obligation or the legitimate interest of our Company. The data recipients are our Company as well as its relevant affiliates and sub-contractors. The data is held for the duration it is necessary to the performance of the services or the legal durations if the latter are superior. The data subject may access their data, rectify it, requests it deletion or exercise their right to the limitation of processing of their data, and if the legal basis of the processing so allows, withdraw their consent, oppose the processing or exercise their right to portability of their data, by contacting: contact.rgpd@charlesandre.com. If these persons consider, after having reached out to us, that their rights are not complied with, they may file their claim with the Croatian Personal Data Protection Agency (*Agencija za zaštitu osobnih podataka*).
In case our Company acts as a processor for a data processing, the controller of which is the Client, our Company acts on behalf and upon the instructions of the Client. In such case, the Client undertakes to collect all the necessary authorizations prior to the processing and to proceed with informing the data subjects. More generally, the Client holds our Company harmless against any damage or third party claim (including any lawyer's or consultant's fees) with respect to the relevant data processing. It is the Client's responsibility to propose to our Company the formalization of a specific agreement governing these sub-contracting operations in compliance with the aforementioned regulations.

16 – GOVERNING LAW / COMPETENT COURTS: The GT and ST are governed by Croatian law. Whenever possible, the Parties will strive to settle amicably in good faith, for a reasonable time, any dispute relative to the performance of the services or the interpretation of these GT and/or the ST. In the absence of an amicable settlement, the Parties agree to submit any dispute to the competent court of the location of the registered office of our Company, even in the case of multiple defendants or activation of guarantees, except when imperative provisions command otherwise. Nevertheless, our Company reserves the right to sue the Client for payment or warranty according to the common law provisions on competence.