

## SPRING GENERAL TERMS AND CONDITIONS

### 1. Definitions

**Affiliate** means any entity which is controlled by the Party, which controls the Party, or which is under common control with the Party. “Control” means having the direct or indirect ownership of more than 50% of the shares or interests entitled to vote for the directors thereof or the equivalent, for so long as such entitlement subsists, or equivalent power over management thereof;

**Addressee** means the party to which Spring is to deliver Items pursuant to the Customs Clearance Activities and Transportation Services of the Items as set forth in this Agreement;

**Agreement** means the customer agreement for the provision of the Services, all Schedules which are or will be attached thereto (including these Terms and Conditions ) as well as such other documents which the schedules indicate form an integral part of the Agreement;

**Commercial Item(s) or Good(s)** An addressed package(s)/parcel(s), (excluding Mail Item(s), handed over by Customer (or the End-user) to Spring for transport and final delivery under this Agreement with one of the Services as mentioned and specified in the Agreement which meets the requirements of Spring as set out in the Agreement and its schedules;

**Confidential Information** means the existence and the content of this Agreement and any information which relates to the administrative, financial, technical, legal, commercial or operational arrangements of any Party or of any of its Affiliates which is of a secret or proprietary nature or which is otherwise expressly stated by the disclosing Party to be confidential, whether in written, oral or other tangible or intangible forms;

**Customer** the contracting party entering the Agreement with Spring

**Customs Clearance Activities** means the performance of various handling activities in order to process the Items through customs. The Customs Clearance activities are performed in order to be able to proceed with the delivery of the Items shipped from abroad to the Addressee in country of destination, if applicable and where needed based on a power of attorney. The Customs Clearance Activities may include import, export and/or transit and shall in no event entail import Postal customs clearance as set out in these Terms and Conditions. If the Customs Clearance Activities are part of the Services to be provided by Spring this shall be explicitly agreed upon in the Agreement.

**Dangerous Goods** means the dangerous goods specified in the latest versions of the International Civil Aviation Organisation (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulation, the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the International Carriage of Dangerous Goods by ROAD (ADR) regulations The Universal Postal Convention (UPC) or any other national and/or international rules applicable to the transport, customs activities and/or the performance of services regarding dangerous goods.

**Data** means the data (including but not limited to the Personal Data which is defined hereinafter) provided by the Customer to Spring for the purpose of provision of the Services;

**Disclosing Party** means the Party and any of its Affiliates disclosing the Confidential Information;

**Dual Use Goods** means goods and/or Items that can be used for both civilian and military applications, subject to customs law governing the control for the export, transit and brokering for use of international peace and security and prevent the proliferation of Weapons of Mass Destruction (WMD);

**End-user** means the person or company representative, being the client of Customer, who initiates the return of the Return Product within the International Returns service.

**Group Company** means a group company of G3 Worldwide Mail N.V., as referred to in Section 2:24b of the Dutch Civil Code;

**Intellectual Property Rights** has the meaning given to it in clause 17;

**Items** means the Mail Items and Goods/Commercial Items distributed under the Agreement which are the subject matter of the Services as set out in the Agreement

**Personal Data** means any information relating to an identified or identifiable natural person;

**Postal Item(s) or (Mail Item(s))** Letter-post items, parcel-post items and/or EMS item within the meaning of the Universal Postal Convention and Regulations of the Universal Postal Union and as further described/indicated in the Agreement which Spring conveys relation to the postal operators under the Universal Postal Convention;

**Prohibited Items** means (a) items which are prohibited by transport, postal or European conventions, the rules of any international air transport or other association or by any other (local) law or regulation in the country of origin, destination or any third country through which the items travel; (b) items for which Spring did not obtain the necessary license and/or authorisation; (c) items which are generally acknowledged to be unsafe to handle or items which are illegal in the country of origin, destination or any third country through which the items travel; (d) items classified as hazardous, prohibited or restricted by any applicable statutes and regulations;

**Rates** means the rates listed in the Agreement;

**Receiving Party** means the Party or the Parties receiving the Confidential Information;

**Regulated Items** (a) Dangerous Goods, (b) Prohibited Items, and/or (c) any Items, where the legislation to enforce is assigned to the (local) customs authorities, including but not limited to its import and/or export, is assigned to the (local) customs authorities, such as but not limited to Dual Use Goods, excise goods and Items as excluded under the IOSS Scheme;

**Return Products/Return Items** means the Items which are the subject matter of the International Return Services;

**Services** means the services to be provided by Spring under the Agreement;

**Spring** means the Spring Group Company which has determined that the Terms and Conditions apply to a specific agreement;

**Spring Website:** [www.spring-gds.com](http://www.spring-gds.com)

**Taxes** means consumption taxes such as VAT or GST, duties, excise, anti-dumping rights, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any authority having power to tax;

**Terms and Conditions** These general terms and conditions of G3 Worldwide Mail N.V.

**Transport Services** means the transportation services of distributing the Items and delivering to the Addressees (or to the agreed destination in case of International Returns Services).

**Undeliverable** an Item that cannot be delivered to the address stated on the Item. An Item refused immediately by the Addressee or that is not collected by the Addressee at a pickup point or postal office (if applicable), depending on last-mile subcontractor, by the date specified is also deemed to be an Undeliverable Item;

## 2. Application of these general terms and conditions

2.1 These Terms and Conditions are applicable to all Agreements to be performed by Spring.

2.2 In the event of any conflict or inconsistency between these Terms and Conditions and the terms of any Agreement, the Agreement will prevail. Any other (General) terms and conditions of Customer are explicitly excluded.

2.3 The Customer acknowledges that the Terms and Conditions are subject to change from time to time. Spring reserves the right to amend and make additions to the provisions set out in the Terms and Conditions at any time. In the event there is any change to the Terms and Conditions Spring will make this known to Customer by means of a public announcement and/or by directly informing Customer at least 30 (thirty) days before the change takes effect.

2.4 The Services to be provided by Spring are further set out in the Agreement.

2.5 By nature of the Services to be provided, Spring cannot guarantee the result of certain Services, such as transit time. Any given transit times are to be considered as indications, merely given for the Customer's convenience.

## 3. Content of the Items, inspection and refusal of Items

3.1 Spring does not accept and Customer guarantees that it shall not send (Items containing) any Regulated Items. Spring may ask the Customer and/or its End-user to provide samples of the Items that the Customer and/or End-user wish to ship, to make sure that they are not Regulated Items. However, whether or not Spring does ask for this, it is the Customer's full responsibility to ensure that no Regulated Items are handed over to Spring. If the Customer and/or End-user does hand over Regulated Items, the Customer agrees to indemnify and hold Spring and its subcontractor(s) fully harmless from any claims made against Spring or its subcontractor(s) and for any loss, liability or damage Spring or its subcontractor(s) may incur. The Customer further acknowledges that Spring can deal with any Regulated Items, in whatever way Spring thinks fit. Spring reserves the right to refuse to accept or collect a shipment from the Customer and/or End-user and/or suspend the performance of the Services, at any time, for any reason including if Spring has reason to believe the shipment contains the Regulated Items.

3.2 Customer acknowledges and approves in advance that Spring shall have the right to open any shipment. Spring may exercise its right of inspection amongst other things for the following reasons; to verify the corresponding data of the Item (to identify the origin/destination of an Item, for fiscal reasons such as value, origin and hs code or non-fiscal reasons such as the nature of the Item), or to verify the presence of Regulated items such as prohibited & restricted items in the Item. Customer shall hold Spring and its subcontractor(s) harmless against any claims against Spring or its subcontractor(s) and shall reimburse any loss or damage Spring or its subcontractor(s) may incur in exercising this right of inspection.

3.3 Spring reserves the right to refuse to accept or collect Items, at any time, if (a) Customer does not act in accordance with this article 3, these Terms and Conditions, the Agreement, (b) if court or arbitration tribunal of the competent jurisdiction or any competent governmental or regulatory authority with jurisdiction over Customer and/or Spring determines that the provision of Services under the Agreement is contrary to existing laws, rules or regulations or (c) any law, rule or regulation which is passed or adopted makes it materially more expensive or difficult for Spring to provide the Services based on Spring's reasonable judgement.

## 4. Signature on delivery and track & trace

4.1 If Parties explicitly agreed in the Agreement that signature on delivery is applicable to the specific Transport Service, the following is applicable: The signature on paper or formed electronically by signing the handheld computer serves as proof of delivery. A copy of the signature on delivery for Items may be provided on (reasonable) request, and shall only be provided if this is possible and the request is related to discussions concerning the delivery of such Item(s). The Customer agrees in advance that, on the event of more than one Item being delivered to an Addressee at the same time, the addressee will only be required to sign once for all Items received at that time and that this signature on delivery will then be duplicated electronically by Spring as proof of delivery.

4.2 If Parties agreed in the Agreement that Track & Trace is applicable to the Transport Service, the following is applicable: Track & Trace can be used to track Items in countries where possible and permitted, and in accordance with the rules that apply to this in the country of destination. The Customer can follow the delivery status via the Spring Website. Spring undertakes to do its utmost to enable the tracking and tracing of the Items via its Track&Trace application. Spring is, however, in no event liable for any damage and/or costs incurred by Customer as the result of the Track & Trace functionally being unavailable.

## 5. Mail Items

Under certain postal regulations, it is possible for the postal administration in many countries to levy a surcharge or even to return or refuse to deliver mail. This may happen if, for example, Customer posts mail using the services of a foreign postal administration but Customer is resident in the country in which the mail is to be delivered (this is called “ABA re-mail”) or if Customer posts mail for delivery in a third country, using the services of a postal administration which is not the postal administration in Customer's country of residence or the country of final delivery (this is called “ABC re-mail”). If any situation occurs where any of Customer's shipments are subject to surcharging, non-delivery, return or even destruction as a result of postal regulations, Customer will be fully responsible for the consequences and will hold Spring completely harmless against all costs arising from such action. Customer will also help Spring to challenge any such claims if Spring asks Customer to do so.

## 6. Customs, duties, taxes and other charges

6.1 Depending on the routing of Customer's Item, customs laws and/or regulations apply for Items crossing borders. Customer guarantees that all Items are shipped in accordance with customs laws and/or regulations applicable in the country of shipment, transit and destination. The customs laws and/or regulation may lead to Taxes and/or other charges to be paid.

6.2 Any customs duties, taxes (including but not limited to VAT / GST if applicable), penalties, storage charges or other expenses Spring incurs as a result of the actions of customs or other fiscal/regulatory/governmental authorities or Customer's failure to provide proper documentation and/or to obtain the required license or permit regarding Customer's (content of the) Item will be charged to Customer. Upon first request Customer will provide a proper guarantee (such as a deposit) for any of the duties, taxes, penalties, storage or any other expenses. Customer indemnifies Spring from any claims or damages as a consequence of any issue in relation to customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges. Spring shall in no event be held liable for any claim in relation to VAT and/or other taxes related to invoice for the Services provided. In particular Spring and/or its subcontractors shall in no event be held liable for any claim forthcoming export in the VAT administration of the Customer.

6.3 Spring is not liable for any delays, losses or damage caused by interference from customs officers or other fiscal/regulatory/governmental authorities.

### 6.4 Customs Clearance Activities for Goods/Commercial Items

In case Customer makes use of Customs Clearance Activities, the following is applicable in addition to article 6.1-6.3:

6.4.1 Customer appoints the Customs Representative to arrange Customs Clearance Activities for which Customer will provide a duly signed power of attorney to the Customs Representative. For certain destination countries, additional requirements apply for the Customs Clearance Activities. When these additional requirements apply, Parties will explicitly agree upon such in the Agreement. To the extent that Spring performs Customs Clearance Activities, such assistance or arrangement will be rendered at Customer's sole risk.

6.4.2 Customer shall prepare all required documentation and Data relevant for the Customs Clearance Activities on the basis of the minimum dataset required as set forth in the Agreement and in accordance with the applicable law and regulations. Customer represents and warrants that the content of this Data is correct and complete and indemnifies Spring and its Subcontractor(s) and for any claims, costs loss, liability or damage Spring or its subcontractor(s) may incur. The Data as mentioned in the Agreement and related documentation such as invoices, shall be archived by Customer and made available to Spring upon request (including but not limited to the event of audit by an authority and/or Spring), for up to 10 years after shipment of the Item. In the event that out of a (customs) audit by an authority and/or Spring, results that the data provided by Customer (as specified in the Agreement) is incorrect, Spring reserves the right to charge the supplementary taxes and duties towards Customer.

6.4.3. Customer shall provide the Customs Representative with all documentation and assistance requested which derives from the Customer's responsibility to inform Spring about the contents of its Items, in order to perform the Customs Clearance Activities. Customer shall inform Spring if its Item(s) contains items to which customs duties, taxes (including but not limited to value added tax (“VAT”) / goods and services tax (“GST”) if applicable) and/or other charges apply. Customer undertakes and certifies that all statements and information Customer provides to Spring relating to the Customs Clearance Activities for the Item(s) will be true and correct. Customer acknowledges that in the event that Customer makes untrue or fraudulent statements about the Item or any of its contents, it risks a civil claim and/or criminal prosecution, the penalties may include forfeiture and sale of Customer's Item. Customer agrees that it will be ultimately solely responsible for any customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges or financial consequences which are or will become due on Customer's Item.

6.4.4 Spring reserves the right to refuse providing the Services including but not limited to the situation that Customer does not comply with the conditions mentioned under this article 6.4 and/or in other cases in which customs authorities or Spring indicate issues that arise from improper customs clearance regarding the Item. In such case Spring, at its sole discretion, may decide to (a) refuse Customer's Item, or (b) refuse providing Services to Customer until Customer has arranged the required remedial actions and has fully resolved the issue, before, during and/or after Customs Clearance Activities.

### 6.5 Postal customs clearance

6.5.1 Postal customs clearance may apply to Mail Items shipped under the Universal Postal Convention. In such case specific procedures, rules and forms may apply to which Customer must adhere. For Mail Items Spring may act as facilitator by offering the Items to a postal operator for the purpose of handling, delivering and possibly clearing through customs of the Items. Customer hereby warrants that it and/or any of its customers shall complete the relevant (shipping) documentation regarding the Mail Item in accordance with this article, the Conventions with the purpose of correct processing of the Items by the postal operator. The Postal customs clearance shall in no event be part of the Customs Clearance Activities provided by Spring.

6.5.2 Customer acknowledges and accepts that Spring is not part of the commercial transaction between Customer as sender/exporter/importer of the Item and the end receiver/ consignee/importer of that Item. Spring can therefore not be regarded and does not qualify as sender, exporter, importer, end-receiver or consignee of Customers Item from a commercial, fiscal and legal perspective.

## 7. Spring IT Platform

7.1 As far as for the usage of the Services under the Agreement an online connection with the Spring IT platforms (such as API connections and webportals) ("IT Platform) are needed, Spring uses its reasonable endeavours to ensure the timely availability and quality of the IT Platform.

7.2 From time to time, Spring may implement new versions or updates on the IT Platform and the systems and software used for it. Where reasonably possible, Spring will inform Customer in writing (including by email) at least 30 calendar days beforehand of any material changes if these may have a material effect on the usage of the Services by the Customer.

7.3 Spring is entitled to temporarily suspend the usage of the IT Platform when this is necessary in connection with a change to be made or in connection with preventive and/or corrective maintenance. Where possible, Spring will inform Customer in writing (including by email) in advance of any activities planned by Spring or activities planned by third parties of which Spring is aware, that may have a foreseeable impact on the Services.

7.4 Customer bears the ultimate responsibility for the performance of its statutory obligations when using the IT Platform. In particular, Customer should be aware of its own responsibility in ensuring the availability and archiving of all data necessary for carrying out its financial administration. In addition, Customer should also be aware that, unless otherwise explicitly stated or agreed to with regard to specific data, data which is received, sent or otherwise processed using the IT Platform and/or the Services, where this is made available through the IT Platform as a part of them, never remains available on the Spring systems longer than based on applicable laws and/or regulations. In some cases, certain data can be reconstructed from the back-up media at Spring after the applicable retention period, on request from Customer, but this cannot be guaranteed and Spring may charge extra costs for this.

7.5 It is the responsibility of Customer to ensure that in using the IT Platform, it complies with the relevant laws and regulations, including with respect to the content of the messages sent or received by Customer via the IT Platform.

7.6 Customer will not use the IT Platform in such a manner that obstructs the Services of Spring and/or the networks or systems that Spring or its suppliers use to provide the Services. Customer must immediately comply with all instructions from Spring in order to prevent and/or eliminate such obstructions. Spring has the right to temporarily suspend the IT Platform/Services to eliminate such obstructions where intervention on the part of Customer fails or cannot be reasonably expected.

7.7 Furthermore, in the use of the IT Platform and in the carrying out of Customer's services, the following actions and conduct are expressly forbidden:

- a. spamming: the unsolicited sending of large quantities of e-mails having the same content;
- b. committing an infringement of copyrighted works or otherwise acting in breach of the intellectual property rights of third parties;
- c. deceiving or misleading third parties, including but not limited to recipients of services from Customer;
- d. in the operation of Customer's services, making use of texts, logos, trademarks or other works by Spring or its suppliers without having obtained explicit, written consent for doing so;
- e. offering products or services that are prohibited by the applicable laws or regulations in the Netherlands and/or in the country where they are offered; or
- f. sending messages with threatening, discriminatory or otherwise illegal content.

7.8 Customer is only entitled to use the IT Platform for its own internal business purposes as stated in and related to the Agreement and is not entitled to sell the usage of the IT Platform on or offer them to third, whether or not they are bundled with its own services, without the express written permission of Spring.

7.9 Use of the IT Platform under a false/fictitious name or by circumventing the security measures of the IT Platform is not permitted.

7.10 Spring does not guarantee that the systems and software it provides, and the systems and software used in providing the Services, are or will remain free of defects or failures. Customer can report any defects or malfunctions experienced to its contactperson of Spring.

7.11 Spring has no obligation to provide support for faults and defects:

- a. caused by changes made by the Customer without the written consent of Spring;

- b. caused by improper use by Customer or (allowed) third parties;
- c. caused by or occurring in software and hardware to which the maintained system or programme is linked or which it uses, including database software and other utilities not provided by Spring;

## **8. Access to secured websites and to the secured Spring network**

8.1 Access to the secured networks of Spring is only permitted to those of Customer's employees authorised in advance by Customer. Authorised employees receive access by means of a user account and a password. Customer will only authorise those employees who need access to the abovementioned networks on account of their function. Upon a request from Customer to provide an authorised employee with access, Spring will register the employee, send them a user account and, via a secure procedure, the password. After receiving the user account and the password, the employee will receive access to the secured Spring networks.

8.2 If Spring provides Customer with a user account and password, Customer may not provide these details to a third party, and is under the obligation to do everything reasonably possible to prevent unauthorised use of these details. If Spring suspects abuse of a user account, password or, more generally, of a website functionality that it offers, it is entitled to deny or block the access available through the user account or the password.

8.3 Customer will take adequate measures to secure the equipment and the systems accessing the IT Platform. Customer guarantees that the equipment and systems used for access are not exposed to unnecessary risks, including external virus attacks. The equipment and systems used for the access will be configured and maintained by Customer in order to keep access secure.

8.4 Spring is responsible for the security of the secured Spring networks. If in the opinion of Spring circumstances arise that prevent Spring from maintaining the prescribed level of security of the secured Spring networks, Spring is entitled to undertake the partial or complete closure of access, including to the network.

8.5 Customer indemnifies Spring for the consequences of loss or unauthorised use of the user accounts, tokens, access codes and passwords provided by Spring, unless these effects are caused by an attributable shortcoming originating with Spring itself.

## **9. Use of Internet/Email**

Insofar as the internet must be used in making use of Services, the following applies:

a. Spring has no influence or control over the quality, availability and reliability of the telecommunication connections made through the internet or over the timely or proper handling of electronic messages (such as email) via the internet. Spring can therefore not accept any liability or responsibility for messaging traffic that does not proceed properly or in a timely manner over the internet; and

b. In order to make use of the IT Platform, Customer must have its own connection to the internet and provide the computer equipment required for using the Services in its own location. Customer should be aware that it is responsible for ensuring the adequate security of its data, software and systems by using up-to-date virus scanners, firewalls and security software for the use of the internet the IT Platform and the Services.

## **10. Rates and Payment Terms**

10.1 The Rates agreed between Spring and Customer shall be applicable to the Services.

10.2 The administrative records of Spring will be decisive for determining the amounts due, unless Customer supplies written evidence to the contrary. If the Customer would like to dispute the appropriateness of any amount stated in the invoice sent by Spring, the Customer must notify Spring in writing of the disputed amount within seven (7) calendar days following the date of the invoice. Failure to contest within the aforementioned timeframe, will create an irrefutable presumption of the correctness of the invoiced amount, and the Customer shall be deemed to have waived its right to dispute that invoice.

10.3 In respect to the applicable VAT rate for the Services provided by Spring, this is based according to the VAT law applicable in the country of contracting Spring entity. In case of any dispute on the VAT rate after invoices have been issued, Spring remains the right to charge the standard local VAT rate.

10.4 Any payments not received by the due date as stated in the Agreement ("Due Date") will bear interest at a rate of one month customs interest rate (NL customs interest rate as published by the Dutch Tax Authority, included under the following link: [https://www.belastingdienst.nl/wps/wcm/connect/bldcontentnl/standaard\\_functies/prive/contact/rechten\\_en\\_plichten\\_bij\\_de\\_belastingdienst/belastingrente/](https://www.belastingdienst.nl/wps/wcm/connect/bldcontentnl/standaard_functies/prive/contact/rechten_en_plichten_bij_de_belastingdienst/belastingrente/) or the maximum rate permitted by law, whichever is higher, from the Due Date until paid in full. The exercising of the right to charge the interest does not preclude Spring from claiming further compensation for damages caused by delay of payment. This means that Spring shall invoice the customer for any reminder and collection fees, in particular any legal fees relating to the unpaid invoice.

10.5 If Spring considers that there are reasonable grounds for doing so, it may, at any time, choose only to provide the Services if the Customer provides (extra) security (for example, a pledge, parent company guarantee or bank guarantee) or cash payment. Customer grants Spring a security interest in and over any Items and shipments that the Customer has given to Spring and which are in possession of Spring and authorize Spring to deal with these items in whatever way Spring considers appropriate (including but not limited to selling, holding or destroying the Items and/or items herein) in order to recover some or all payment from Customer and/or reduce the costs of Spring and disruption of business.

## 11. Term and Termination

11.1 Either Party may terminate the Agreement with immediate effect in the following events:

(a) a Party fails to fulfil a material obligation under the Agreement after a proper notice of default has been given in writing specifying the default and stating thirty (30) working days within which to remedy the failure and the default has not been remedied; (b) a petition is presented or notice is given or an order is made or an effective resolution is passed for the liquidation or winding up (or any similar process) of either Party; (c) either Party is declared bankrupt or an application for its bankruptcy is filed or either Party applies for a suspension of payment; (d) either Party ceases or threatens to cease its business or a substantial part thereof;

A Party has to inform the other Party as soon as possible in writing of any events occurring as mentioned above.

11.2 Spring has the right to terminate the Agreement with immediate effect upon written notice to Customer, without judicial intervention being required, if in the reasonable opinion of Spring, Customer:

(a) uses any Service(s) in a way that contradicts or violates any applicable law and/or regulation including but not limited to customs laws- and regulations; (b) uses any Service(s) that, in the opinion of judicial body and/or supervisor and/or any other (governmental) body or authority, in any way contradicts or violates any applicable law and/or regulation; (c) uses any service(s) fraudulently or in connection with a criminal offence; (d) acts in any way which damages or may damage the reputation or business of Spring and/or an Affiliate of Spring; (e) upon a determination by any court or arbitration tribunal of competent jurisdiction or any competent governmental or regulatory authority with jurisdiction over the Parties that the provision of the Services under this Agreement is contrary to existing laws, rules or regulations; (f) the passage or adoption of any law, rule or regulation that in the reasonable judgement of Spring will make it materially more expensive or difficult to provide the Services under the Agreement; (g) if any Item provided by the Customer are considered to be Regulated Item and/or Items which Spring believes may be unsafe to handle or items which are illegal in the country of origin, destination or any third country through which the items travel.

11.3 The Parties expressly agree that, after the date of termination of the Agreement and subject to continued payment by the Customer and compliance by the Customer with its relevant obligations hereunder, such as, but not limited to its obligations under Clause 10, Spring shall continue providing the Customer with the Services regarding the orders already been placed at Spring's system at the time of termination of the Agreement.

## 12. Liability

### 12.1 Transport Services

12.1.1 Transport by road (including domestic transportation) will be carried out by Spring in accordance with the Convention on the Contract for International Carriage of Goods by road ("CMR") of the 19th May 1956, as amended from time to time. The liability of Spring for transport by road will be limited according to these applicable rules of the CMR.

12.1.2 Transport by air (including domestic transportation) will be carried out by Spring in accordance with the Convention of Unification of Certain Rules Relating to International Carriage by Air of the 12th of October 1929 ("Warsaw Convention"), as amended from time to time or the Convention of Unification of Certain Rules Relating to International Carriage by Air Montreal Convention of the 28th of May 1999 ("Montreal Convention"), as amended from time to time – whichever is applicable. The liability of Spring for transport by air will be limited according to these applicable rules of the Montreal -and/or Warsaw Convention.

12.1.3 Transport by sea will be carried out by Spring. Spring's liability in this respect will be limited according to the applicable rules of the Hague Visby Rules 1968 ("Hague Visby Rules"), as amended from time to time. The liability of Spring for transport by air will be limited according to these applicable rules of the Hague Visby Rules.

12.1.4 In case the CMR, Warsaw Convention, Montreal Convention and/or Hague Visby Rules ("Conventions") or other mandatory national law does not apply, the only liability of Spring shall be for loss or damage of Items during transportation (other than for Mail Items for which liability is excluded under clause 12.4) or warehousing of Items and shall not exceed the lower of 8,33 Special Drawing Rights ("SDR") per kilo of the Item affected (based on article 23 of CMR) or the actual price paid by Customer for the individual Item affected (excl. VAT/GST and other taxes, duties and charges).

### 12.2 Distribution of Mail Items (postal conveyance)

a. Customer is familiar with the conditions under which Spring's convey Mail Items in relation to the Postal Operators under the Universal Postal Convention. Liability of Spring for any losses and/or damages in relation to the transport of Mail Items, whether in contract, tort or otherwise, shall be explicitly excluded.

b. Spring shall not be liable for claims in relation to the provided information and/or the (postal) documentation prepared by Customer in relation to the mail conveyance. Customer shall hold Spring harmless for any claim in relation thereto.

### 12.3 Customs Clearance Activities

Liability of Spring for any losses and/or damages in relation to the Customs Clearance Activities, whether in contract, tort or otherwise, shall be explicitly excluded. This includes any losses, damages, costs and/or delays caused by interference from customs officers or other fiscal authorities.

#### Other

12.4 Unless the Conventions or other (mandatory) national law state otherwise, Spring's liability in contract, tort or otherwise (including liability for negligence or breach of statutory duty) under or in connection with the Agreement shall be limited to the compensation of direct damage. Spring does not accept any liability for indirect damages and consequential damages under or in relation to the Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) including, but not limited to: loss of profits, loss of sales or turnover, wasted management or other staff time, indirect loss or damage, consequential loss or damage and/or special loss or damage.

12.5 Liability of Spring for any damages other than mentioned in Clauses 12.1-12.3 above, whether in contract, tort or otherwise, shall be explicitly excluded. For the avoidance of doubt, neither Party's liability is excluded or limited in relation to any liability that may not by mandatory applicable law or regulations be excluded or limited.

12.6 Notwithstanding any other provision of the Agreement, neither Party shall be responsible for any special, direct, indirect, incidental or consequential losses or damages or loss which is caused by something over which that Party has no direct control including without limitation, the acts or omissions of any public postal operator, customs authority or governmental agency.

12.7 Spring will determine whether the Customer is entitled to any compensation, as stated under Article 12, on the basis of the supporting documents submitted by Customer, such as the original proof of posting and proof of (purchase) value of the content of the Item.

12.8 Notwithstanding the foregoing, the Customer will not be entitled to compensation if the damage occurs as a result of: (a) the nature of or a defect in the contents of the Parcel; (b) inadequate packing; (c) incorrect or incomplete address; (d) any cause attributable to and/or non-performance of the Agreement by Customer; (e) seizure on the orders of a competent authority; (f) in case the estimated delivery times are not met.

Customer shall pay all extra costs incurred by Spring due to the non-compliance of the Customer upon demand.

12.9 Complaints of Customer regarding damaged Items must be made directly after the damage is noticed, no later than one day after the receipt at the final delivery address. If damage is visible on receipt, this should be reported directly. The complaint will be processed within 30 days after the complaint is filed.

12.10 Complaints regarding missing Items must be made within 30 days after the expected date of delivery. A complaint will be investigated and processed within 30 days after the complaint is filed. 30 days after the complaint, Spring communicates if the complaint is liable for compensation.

### 13. Undeliverable items

Unless Parties have agreed otherwise, the following is applicable for Undeliverable items. Spring will try to contact Customer to reach an agreement on how to deal with such Items however, in order to minimise the costs for Spring and disruption to its business, Customer agrees that Spring can deal with such Undeliverable items in any way Spring considers appropriate (which may involve arranging for delivery, returning them to Customer or arranging for collection by Customer or selling or destroying the Item(s)).

### 14. Force Majeure

14.1 Neither Party nor its subcontractors shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is due to any cause beyond its reasonable control, including but not limited to, flood, act of God, war and other hostilities, civil commotion, accident, fire, strikes, labour disturbances, riot, traffic, the cessation of postal operator operations, acts of terrorism, outbreak of communicable diseases, (consequences of) epidemics and/or pandemics, lock-outs, trade disputes, acts or restraints of governments, restrictions of imports or exports or any other cause not within the control of the Party concerned, (claimed) force majeure situation (and consequences thereof) by a subcontractor of Spring ("**Force Majeure**").

14.2 In case a Party is prevented from fulfilling its material obligations under this Agreement, the Party claiming Force Majeure shall be entitled to suspend performance of its obligations under this Agreement to the extent and for the period of time it is prevented from performing under the Agreement, provided that it has given a written notice to the other Party immediately following the Force Majeure, stating the circumstances involving the Force Majeure. This Party shall keep the other Party fully informed of any developments concerning the Force Majeure and the possible ending thereof. In a Force Majeure situation Spring reserves the right to unilaterally modify all or part of the Services, change its working procedures or otherwise take measures to adjust its business operations and obligations.

### 15. Confidentiality

15.1 The Receiving Party agrees that (a) it shall keep all Confidential Information received from the Disclosing Party in whatever form as strictly confidential; (b) it shall use the same degree of care in safeguarding the Confidential Information as it uses for its own Confidential Information of the same importance, but no less than reasonable care; (c) it shall not disclose, publish or communicate the Confidential Information to any third party without prior written consent from the Disclosing Party; (d) it shall use the Confidential Information only for the purposes of this Agreement, and in particular in relation to the performance of any

obligations and the exercise of any rights under it; and (e) upon discovery of any disclosure or misuse of the Confidential Information, the Receiving Party shall use all reasonable endeavours to prevent any further disclosure or misuse.

15.2 The Receiving Party may disclose the Confidential Information (a) to those of its employees, Affiliates, agents, professional advisers, subcontractors and consultants who need to know the same under the condition that the Receiving Party shall procure that such employees, officers, agents, professional advisers, subcontractors and consultants will keep the same confidential in accordance with the provisions of Clause 15 and/or (b) as required by law, including by a court of competent jurisdiction or governmental or regulatory authority, provided that in the event of a mandatory disclosure pursuant to this Clause 15.2 (b), the parties shall co-operate in good faith regarding the timing and content of any such disclosure.

15.3 The Parties recognize that each of them may be part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each Party to provide Confidential Information to its affiliated companies. For this purpose, each Party agrees (both as the Disclosing Party and as the Receiving Party) that: (a) the Receiving Party may disclose Confidential Information to an Affiliate but only to the extent that such Affiliate has a need to know such Confidential Information in order to carry out the Purpose; (b) disclosure of the Confidential Information by or to an Affiliate of a Party shall be deemed to be a disclosure by or to that Party, as applicable; and (c) each Party guarantees the observance and proper performance by its Affiliates of the terms and conditions of this Agreement.

15.4 The restrictions on use or disclosure of the Confidential Information will not apply to any information, which is publicly known (provided that this has not happened because of a breach of this Agreement or any other duty of confidentiality), any information which the Receiving Party already possessed, prior to disclosure by the Disclosing Party and which the Receiving Party was at the time of such disclosure free to disclose, any information independently originated by the Receiving Party or acquired by the Receiving Party from a third party in circumstances in which such party is free to disclose it to others.

15.5 The Confidential Information and all copyright or other intellectual property rights existing in the Confidential Information shall remain the sole property of the Disclosing Party and the Receiving Party gaining information does not obtain any patent rights or copyright or any other right. The Disclosing Party may, at any time, request the Receiving Party to return, destroy or delete (in such a manner that it cannot be recovered) all the Confidential Information (including all copies) belonging to the Disclosing Party in the Receiving Party's possession or control.

15.6 Clause 15 shall remain in full force and effect for a period of three (3) years after the date of expiration of this Agreement or the date on which any termination of this Agreement becomes effective.

## **16. Data and privacy**

16.1 The Customer shall provide Spring and/or its subcontractor(s) on a timely basis with: the Data, the assistance as Spring may reasonably require in order to provide the Services, the information regarding the manner in which the Services should be provided and the precautions that the Customer knows or ought to know are of importance to Spring and/or its subcontractor(s) and should be taken with regard to the provision of the Services.

16.2 Spring shall in no event be responsible and liable for the correctness, completeness and lawfulness of the Data. In the event that the Data received by Spring or Spring's subcontractor(s) are corrupt and/or incomplete, upon the request of Spring and/or Spring's subcontractor(s) the Customer shall provide such Data again as soon as reasonably possible.

16.3 In case the Customer, in relation to the Services, provides Spring with the Personal Data, the Customer guarantees that it has complied with all the applicable laws and regulations relating to the protection of privacy and that said laws and regulations permit the provision of these Personal Data to Spring and the processing of these Personal Data by Spring and/or its subcontractor(s). Customer indemnifies Spring against claims from third parties that arise as a result of non-compliance with the aforementioned laws and regulations.

16.4 Spring undertakes to comply with all the applicable laws and regulations relating to the data protection and the protection of privacy, only perform the tasks as instructed by the Customer, only use the personal data for the purpose of the provision of the Service, maintain confidentiality in respect of the Personal Data which are instructed by the Customer to process and take adequate technical and organisational measures to protect the Personal Data against loss or any form of unauthorised processing. Further terms shall be set out in a data processing agreement.

## **17. Intellectual Property Ownership**

17.1 Within the scope of this Agreement, Intellectual Property shall mean any and all intellectual property rights known prior to the signing of this Agreement or hereafter recognized in both tangible and intangible form, including without limitation: rights associated with works of authorship throughout the universe, including but not limited to copyrights, domain names, logos, trade-mark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms, other industrial property rights, all other intellectual property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license or otherwise and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

17.2 The Customer shall take reasonable measures to protect the Intellectual Property owned by Spring, and in any case shall take at least the same measures as it takes in relation to other equivalent intellectual property owned by it.



17.3 Intellectual Property in all materials originated by Spring or by the Customer and developed under the Agreement in connection with the Services will remain vested in and the absolute property of Spring or the Customer respectively.

17.4 Each Party agrees that, without the other Party's written consent, it will not use the name, service marks, trademarks or any other symbol or logo used by the other Party or any Affiliate of that other Party in connection with their businesses or in any advertising, publicity releases or sales presentations. Each Party agrees it will not take any actions that will in any manner compromise the registered trade marks and/or service marks of the other Party or a member of the same group.

#### **18. Independent Contractors**

18.1 The relationship of the Parties is that of independent contractors dealing at arm's length. Nothing herein shall constitute the Parties as partners, joint ventures or co-owners, or constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

18.2 Either Party, if an employer, shall be solely responsible for paying its own employees and any relevant taxes, pension contributions, social security, health and insurance contributions.

#### **19. Subcontractors and Assignment**

19.1 Without prior consent from Customer, Spring has the right to engage a third party to provide the Services such third party may subsequently subcontract such services to another third party.

19.2 Neither Party will assign the Agreement or any rights under the Agreement without the prior written consent of the other Party, which will not be unreasonably denied or withheld. Spring may assign or transfer the Agreement, in whole or in part, to an Affiliate without the consent of the Customer but subject to a one month's prior written notice. Subject to the foregoing sentences, the Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns.

19.3 Customer acknowledges that Spring can not be held liable for any damages or costs as a result of mistakes, incorrect or incomplete instructions, wrongful actions etc. of mailing houses, subcontractors agents, suppliers or any third party, hired/contracted by Customer. Notwithstanding the foregoing, Spring shall furthermore only follow instructions and accept any formal representation by any of these parties when such party can prove to have a valid power of attorney from Customer to act and instruct on Customer's behalf or when Spring receives a written confirmation from Customer that such party is entitled to act on behalf of Customer Spring shall follow any reasonable instruction from such party.

#### **20. Governing Law and Jurisdiction**

20.1 The Agreement will be governed exclusively by the laws of the Netherlands, without giving effect to the principles of conflict of laws.

20.2 The competent courts of the Netherlands shall exclusively resolve any disputes that might arise between the Parties in connection with the Agreement or in connection with any further agreements that might result therefrom.

20.3 Without prejudice to article 20.2, in case Customer has not paid Spring any outstanding amount (in whole or in part) within the agreed term, Spring will be allowed to take legal action in any country to collect the debt.