

## **Terms and conditions**

### **Article 1. General provisions and definitions**

1.1. The following conditions apply to all offers from Rutgift, hereinafter referred to as 'Rutgift', to all agreements concluded by Rutgift and to all actions and/or services performed by Rutgift.

1.2. Rutgift is a company that focuses on online applications for the transportation industry. Rutgift does this through various products and services, including the functionality offered under the cmrprint.com domain.

Rutgift is located at:

Joan Melchior Kemperstraat 93-3, 1051 TL Amsterdam, Netherlands (NL).

Chamber of commerce: 34345001

1.3. These terms and conditions apply to everything we do at Rutgift, including but not limited to offers and agreements between us and the users of our applications, who we hereinafter refer to as 'User'.

1.4. Definition of Service: the specific service or work that Rutgift agrees with the User at the time that the User starts using a Rutgift application.

1.5. Definition of Additional Services: the special services to be provided, such as information services.

1.6. Definition of Agreement: the agreement between Rutgift and the User on the basis of which Rutgift provides a Service.

1.7. Definition of End Equipment: the equipment and/or software of Rutgift, with which the User can use the Service.

1.8. Definition of Network: the transmission equipment and, where applicable, the equipment for routing and other technical means that enable the transmission of signals via cables, radio waves, optical means or other electromagnetic means and insofar as these are under the control of Rutgift.

1.9. If there is any deviation from these general terms and conditions, this must be agreed in writing and expressly between Rutgift and the User.

1.10. Rutgift expressly rejects any purchasing conditions or other conditions of the User.

1.11. If one or more provisions in these general terms and conditions are declared invalid, void or annulled, the other provisions will remain in force. Rutgift will then replace the invalid, void or voided provisions with new provisions that correspond as closely as possible to the invalid, void or voided provisions.

1.12. The fact that Rutgift does not demand compliance with one or more provisions of the agreement at any time, including the provisions in these general terms and conditions, does not affect our rights to demand compliance from the User at a later time.

1.13. These general terms and conditions do not apply if an agreement between Rutgift and the User has been agreed in writing to deviate from them.

### **Article 2 Offers, conclusion and amendment of agreement**

2.1. At Rutgift we do our best to provide the best offers to our users, but all our offers are without obligation, unless we expressly indicate otherwise in the offer.

2.2. Unless otherwise stated, an Agreement between Rutgift and User will first be concluded:

- From the moment the User creates an account, or;
- From the moment the User accepts an offer of payment to start using a Service, or;
- User and Rutgift have approved their wishes in writing in an additional document or file.

2.3. An agreement can only be changed if Rutgift has reached written agreement with the User. For example, Rutgift can only agree in writing to changes in the quantity or price of the products or services they provide, other than those offered online.

### **Article 3 Domain names**

3.1. The User indemnifies and holds Rutgift harmless from any form of claim, complaint or proceeding in connection with (the use of) the domain names in the possession of Rutgift during the

use of the Service on behalf of or by the User and/or during the Agreement between Rutgift and User.

#### **Article 4 Use of the Service**

4.1. The User is not permitted to resell and/or re-rent the Service, unless otherwise agreed.

4.2. The User must ensure that he uses the Service and any associated End Equipment carefully. The User will observe any instructions given by Rutgift for the use of the Service and any associated End Equipment.

4.3. The User is not permitted to use equipment or software that could cause damage to the Service, to Rutgift or to a third party, or that could cause a malfunction in the Service.

#### **Article 5 Use of networks**

5.1. The User can use networks that are directly and indirectly connected to the Rutgift Network. This is subject to the condition that, as soon as the User gains access to the network of a third party, he will comply with the legal and other conditions that apply at that time to the use of that network.

5.2. Rutgift cannot reasonably be expected to provide the User with the conditions referred to in paragraph 1.

5.3. The User indemnifies and will indemnify Rutgift against any claim, complaint or proceeding as a result of non-compliance with the provisions of paragraph 1.

5.4. The User will not cause any disruption to the functioning of the Rutgift Network, Network(s) of third parties and/or the link between these Networks by (the content of) the data traffic or by actions and/or omissions of the User.

5.5. If, in the reasonable opinion of Rutgift, a danger arises to the functioning of the Rutgift Network and/or the services provided to Rutgift customers, such as, but not limited to, spam mail, open relay, port scan, hacking or improper use by User and/or on behalf of User, Rutgift may discontinue the provision of services or the Service with immediate effect and without prior notice.

#### **Article 6 User's data traffic**

6.1. If a third party informs Rutgift that the Rutgift website or User contains information that, according to that third party, infringes the rights of that third party or contains pornographic material or contains offensive or discriminatory material or that otherwise constitutes unlawful conduct, Rutgift is entitled to immediately close the Service to which it is connected to the Rutgift Network or, if the Service is on a Rutgift system, to remove the relevant information from that system with immediate effect. Rutgift will never be liable for damage of any nature suffered by the User or its clients as a result of the closure of the Service or as a result of the deletion of the information.

6.2. The User indemnifies and will hold Rutgift harmless against any form of claim, complaint or proceeding from a third party in connection with (the content of) the data traffic or the information on the website or Service originating from the User.

#### **Article 7 Services and maintenance**

7.1. Rutgift does not guarantee in any way that the Service it provides is suitable for any purpose, nor does it provide any other guarantees other than those stated in the (written) Agreement or in these conditions.

7.2. Rutgift strives for an "up-time" of 99.9% of its Services.

7.3. The Service is provided 'AS IS' and your use is at your own risk.

7.4. Rutgift provides no guarantees regarding the use, performance and availability of the Service and may change the Service at any time without prior notice.

7.5. The User must ensure adequate fallback and/or emergency procedures that prevent damage to the User or his relations if the Service is interrupted for a shorter or longer period for whatever reason.

7.6. Rutgift will, as far as can reasonably be expected, make every effort to maintain the Service

during 7 days a week and 24 hours a day, except for the time required for maintenance work.

7.7. Rutgift will make every effort, as far as can reasonably be expected, maintain the connection with other networks.

7.8. Rutgift will remedy a disruption in the Service as soon as possible after a disruption has been identified.

7.9. If the User wishes to change the performance of the Service, Rutgift is only obliged to implement this if and insofar as this is still reasonably possible in connection with the status of the work, agreements concluded with third parties and the agreed delivery time. In that case, the User is obliged to reimburse Rutgift for costs already incurred, even if these were unnecessary for the execution of the client in its final form. Under no circumstances will the User be able to claim any price reduction or compensation on the grounds that this change has not been fully implemented or has not been completed on time.

## **Article 8 Privacy**

8.1. Rutgift will comply with its obligations under privacy legislation.

8.2. The User grants Rutgift permission to provide User data that is necessary for the provision of the Service to its affiliated companies, even if they are located outside the European Union.

## **Article 9 Confidentiality**

9.1. Each party is obliged to maintain confidentiality towards third parties of information of a confidential nature, in whatever form, obtained from and about the other party, other than that which is necessary for the use of the Service.

## **Article 10 Cross-border data traffic**

10.1. If the User transports data, personal data, information and/or computer programs across national borders through the use of the Service, the User indemnifies Rutgift against all claims, costs or damage by third parties in the event that this data, personal data, information and/or computer programs are transported and carried out in violation of the applicable legal regulations of the Netherlands and/or of the exporting country.

## **Article 11 Change in service properties**

11.1. Rutgift is entitled to change the functional and/or technical properties of a Service without prior warning or notification.

11.2. If, in the opinion of the User, the changes referred to in this article result in such a major change in the working methods of his company and/or the functionality of the Service, the User has the right to terminate the Agreement with immediate effect.

## **Article 12 Prices and payment**

12.1. All prices quoted by Rutgift are exclusive of VAT and other levies imposed by the government, unless expressly stated otherwise. Payments must be made including VAT and/or other levies.

12.2. The prices only apply to the goods, services and works specifically mentioned in the agreement. In addition, all goods delivered, work performed and/or services provided by Rutgift will be charged separately at prices applicable on the day of delivery or service.

12.3. Prices quoted by Rutgift are based on the purchasing prices, taxes and other such factors applicable at the time of quotation. If one or more of the aforementioned factors change after the conclusion of the agreement, Rutgift is entitled to change the agreed price.

12.4. If there are periodic amounts to be paid by the User, Rutgift is entitled, unless expressly agreed otherwise in writing, to adjust the applicable prices and rates per quarter on the first day of that quarter, provided that Rutgift User is notified no later than 30 days before the written notice of the intended adjustment at the beginning of the quarter in question. If Rutgift wishes to reduce the applicable prices and rates, Rutgift is entitled to implement this reduction immediately.

12.5. If Rutgift has entered into an agreement with a third party on behalf of the User and that third party increases its rates, Rutgift is entitled to implement that rate increase immediately.

12.6. If the User does not wish to agree to an increase in prices and rates announced by Rutgift as referred to in paragraph 4 of this article, the User is entitled to terminate the agreement in writing within fourteen working days after the date of the notification referred to in those articles, at the date stated in Rutgift's notification on which the price or rate increase would come into effect.

12.7. All invoices will be paid by the User according to the agreed payment conditions stated on the invoice. In the absence of such conditions, the User must pay within 14 days of the invoice date.

12.8. If the User does not pay the amounts due within the agreed period, the User is legally in default. The User will owe statutory interest on the outstanding amount, without prejudice to its other obligations.

12.9. Collection costs, both judicial and extrajudicial, are borne by the User, with a minimum of €250.

12.10. Payments made by the User always serve firstly to settle all interest and costs due and secondly to pay due and payable invoices that have been outstanding the longest.

### **Article 13 Dissolution and cancellation**

13.1. Rutgift may, without being obliged to pay any compensation, terminate its agreement with the User in whole or in part in writing with immediate effect and without judicial intervention if:

- a. the User applies for suspension of payments or bankruptcy or is declared bankrupt or offers a settlement outside bankruptcy, or any part of its assets is seized;
- b. the User is placed under administration or guardianship;
- c. the statutory debt restructuring scheme is pronounced with regard to the User;
- d. the User ceases its activities, ceases to pursue its statutory purpose, decides to liquidate, otherwise loses its legal personality or transfers or merges its company;
- e. the User does not fulfill one or more obligations arising from the relevant agreement, does not do so on time or does not do so properly.

13.2. Due to the dissolution, existing mutual claims become immediately due and payable. The provisions of the previous paragraph do not affect the other rights accruing to Rutgift in the event of failure by the User to comply, such as those to claim compensation and/or comply with the agreement.

13.3. If the agreement, by its nature and content, does not end by means of a specific performance and has been entered into for an indefinite period, it can be terminated by either party by written notice after proper consultation and stating reasons. If no notice period has been agreed between the parties, a reasonable period must be observed when giving notice. In that case, Rutgift will never be obliged to pay compensation due to termination.

### **Article 14 Termination or suspension of the agreement**

14.1. If, due to force majeure, fulfillment of the agreement without shortcoming is not possible for Rutgift, it has the right to terminate the agreement in whole or in part or to temporarily suspend the execution of the agreement, without being obliged to pay any compensation.

14.2. Force majeure means a circumstance that prevents the fulfillment of the agreement and cannot be attributed to Rutgift. Examples of this are strikes and illness of staff, business disruptions, government measures, transport disruptions, energy or material supply, failure by suppliers to deliver their service and/or product and/or failure to deliver their service and/or product on time and/or disruptions in a service and/or a product from a supplier. Both if these occur at Rutgift and its suppliers.

14.3. If Rutgift has already partially fulfilled its obligations before the occurrence of force majeure, or will only be able to partially fulfill its obligations due to the occurrence of force majeure, it is entitled to invoice the part already delivered or deliverable separately. The User is obliged to pay this invoice as if it were a separate agreement.

14.4. Rutgift has the right to invoke force majeure, even if the non-attributable circumstance that

prevents the fulfillment of its obligation only occurs after it should have fulfilled its obligation.

### **Article 15 Use of identification data**

15.1. Rutgift will only make identification data, addressing data and/or codes available to the User for the use of services. The User will handle this identification data, addressing data and/or codes with care. The user will notify Rutgift in the event of loss, theft and/or other forms of irregular use.

15.2. The User will pay all fees resulting from the use of the Service with identification data, addressing data and/or codes.

15.3. If it can reasonably be suspected that the User has misused the User's identification data, addressing data and/or codes, Rutgift can give the User instructions that must be carried out.

15.4. If it is established that the User has misused the identification data, addressing data and/or codes or that the User has not complied with the instructions referred to in the previous paragraph, the User is immediately in default.

### **Article 16 Liability**

16.1. Rutgift is not liable for damage except in the cases described in this article.

16.2. Rutgift is not liable for indirect damage, including consequential damage, lost profits, lost savings and damage due to business stagnation, loss, exchange or damage of electronic data and/or damage due to delay in the transport of data traffic is excluded.

16.3. Rutgift is only liable for direct damage resulting from an attributable shortcoming in its obligations under the agreement or from tort, up to the amount equal to the amounts invoiced or to be invoiced to the User under the agreement, excluding VAT and other government levies, up to a maximum of € 250.

16.4. Liability of Rutgift due to attributable failure to comply with an Agreement only arises if the User immediately and properly gives notice of default to Rutgift in writing, whereby the User gives Rutgift a reasonable period to fulfill its obligations, and Rutgift also after expiry within that period continues to fail to fulfill its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that Rutgift is able to respond adequately.

16.5. A condition for the existence of any right to compensation is that the User reports the damage in writing to Rutgift as soon as possible, but no later than one (1) month after it occurred.

16.6. Rutgift is not liable if a shortcoming is the result of force majeure.

16.7. Any liability of Rutgift expires after one year from the moment the damage occurred, on the understanding that any liability of Rutgift in any case expires after one year from the end of the agreement, with which the damage is most closely related.

### **Article 17 Indemnification**

17.1. The User indemnifies Rutgift against all possible claims from third parties arising from non-compliance by the User with the obligations incumbent on the User under an agreement and these general terms and conditions.

17.2. The User further indemnifies Rutgift against claims from third parties regarding damage arising in connection with the execution of an assignment. If the User is sued by a third party regarding damage for which the User and/or the third party can or will hold Rutgift (jointly) liable, the User must inform Rutgift in writing within 8 days of the claim by the third party.

17.3. The User will only settle such claims in consultation with Rutgift, under penalty of forfeiture of the User's claims against Rutgift.

### **Article 18 Disputes and applicable law**

18.1. The Agreement is entered into for an indefinite period, unless otherwise agreed.

18.2. If the Agreement has been entered into for an indefinite period, either party may terminate the Agreement at the end of a calendar month, taking into account a notice period of three calendar months, unless otherwise agreed.

18.3. If the Agreement has been entered into for a fixed period, either party may terminate the

Agreement at the end of the fixed period, taking into account a notice period of one calendar month, unless otherwise agreed.

18.4. Each of the parties has the right to terminate the Agreement with immediate effect without judicial intervention and without notice of default, if: the other party has applied for (provisional) suspension of payments or has been granted this; the other party has been declared bankrupt or a bankruptcy application has been submitted; the other party's company is liquidated; the business activities are actually discontinued; the other party is in default.

#### **Article 19 Consequences of termination**

19.1. In the event of termination of the Agreement, regardless of the reason, Rutgift will immediately after termination of the Agreement collect the identification data, addressing data and/or codes provided by it in accordance with Article 15 of these conditions.

19.2. All obligations that must remain in force either explicitly or by virtue of their nature will remain in full force.

#### **Article 20 Transfer**

20.1. Without prior written permission from Rutgift, the User is not entitled to transfer the rights and obligations under the Agreement to a third party.

#### **Article 21 Disputes and applicable law**

21.1. If disputes arise between the User and Rutgift that cannot be settled amicably, they will be submitted to the competent court in the Amsterdam district. Both parties will comply with the verdict of this court decision.

21.2. All agreements between the User and Rutgift are governed by Dutch law. Any disputes between the parties will be settled according to Dutch law and case law.

21.3. In the event of a dispute regarding the translation of these general provisions, the Dutch translation will prevail.