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**CALIBER.GLOBAL GENERAL TERMS AND CONDITIONS**  
**(for the purchase of Services and/or Goods by Caliber from Supplier)**

**1. APPLICATION**

- 1.1 These Terms shall apply to all of the Supplier's delivery of Services and/or Goods to Caliber and to all contractual relationships between Supplier and Caliber whereby Caliber purchases Services or Goods from Supplier.
- 1.2 These Terms take precedence over all of the Supplier's standard terms and conditions, which shall be non-binding to- and hereby rejected by Caliber. This clause shall apply irrespective of whether such terms and conditions are printed on quotations, order confirmations, invoices or communicated to Caliber in any other way, including by electronic transfer and whether issued at any time prior to or after these Terms.
- 1.3 Any deviation from these Terms shall be subject to an express written agreement between the Parties. In the event that an agreement has already been made between the Parties containing Supplier's terms and conditions, such an agreement shall be superseded by these Terms.
- 1.4 Nothing in these Terms shall prejudice any condition or warranty express or implied or any legal remedy to which Caliber may be entitled in relation to the Services or Goods.

**2. DEFINITIONS**

- 2.1 "Caliber" means Caliber.global B.V. and/or Caliber Americas LLC and/or the Caliber affiliated company and/or the party on whose behalf Caliber is acting, and who is or plans to be engaged with Supplier.
- 2.2 "Contract" means the agreement for the provision of Services and/or Goods entered into between the Parties (including any Order placed by Caliber and accepted and/or performed by the Supplier).
- 2.3 "Force Majeure" means any event or circumstance preventing a Party from performing any or all of its obligations which is beyond the reasonable control of the Party so prevented except for any event or circumstance which the affected Party could reasonably have avoided or provided against.
- 2.4 "Goods" means both tangible and intangible goods or cargo, including software and related documentation and packaging.
- 2.5 "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence, foresight and practice and with devotion of adequate resources to meet all its contractual obligations, which would be

expected from a skilled and experienced professional engaged in providing services in accordance with best industry standards for the same or similar to the Services.

- 2.6 "Losses" means any and all awards, damages, fines, penalties, expenses, legal remedies, compensation, costs (including legal costs) and all other liabilities whatsoever.
- 2.7 "Order" means Caliber's purchase order howsoever given to the Supplier. The acceptance and/or performance of an Order by the Supplier shall constitute acceptance by the Supplier of these Terms.
- 2.8 "RFP" means a request for proposal by Caliber for the purchase of Services.
- 2.9 "Services" means all services described in the Contract and/or supplied by the Supplier to Caliber under these Terms (including but not limited to the delivery of Goods, where applicable).
- 2.10 "Service Level Agreement" means a description of service levels to be attained by the Supplier in providing the Services agreed between the Parties.
- 2.11 "Supplier" means the person, firm, company or other entity delivering Services to Caliber and/or identified as supplier in the Contract.
- 2.12 "Supplier Staff" means all personnel employed or otherwise engaged by the Supplier and involved in the supply of the Services including permanent, temporary and contract labor.
- 2.13 "Terms" means these TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES AND/OR GOODS contained herein.

**3. SUPPLY OF THE SERVICES AND/OR GOODS**

- 3.1 The Supplier will perform all elements of the Services in accordance with these Terms, the Contract and Good Industry Practice.
- 3.2 The Supplier ensures that in providing the Services it shall at all times comply, and it shall ensure that the Supplier Staff complies at all times, with all Caliber rules, regulations and policies, and applicable governmental legislation and compliance requirements including, without limitation, all legislation relating to safety, environmental protection, non-discrimination and data protection.
- 3.3 The Supplier ensures that it has the required operating authority, experience, skills and resources to perform the Services in accordance with the Contract.
- 3.4 The Supplier warrants that the performance of the Services will not infringe the rights of any third party.
- 3.5 The Supplier warrants that it possesses-, maintains-, and will act in accordance with all licenses required by any legislation applicable to Supplier, specifically

- when acting in its capacity of either broker, freight forwarder or carrier, whatever the case may be.
- 3.6 Supplier, when acting in capacity as a US carrier, freight forwarder or broker, warrants that it has and will maintain a satisfactory U.S. DOT Safety Rating, and under no circumstances is Supplier allowed to provide services if their safety rating falls to “unsatisfactory” or “conditional” as issued by the Federal Motor Carrier Safety Administration (FMCSA), or any provincial regulatory authority and it will notify Caliber in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”.
- 3.7 With respect to shipping and transport services, and acting in the capacity of freight forwarder or carrier, the Supplier shall:
- provide the transportation equipment in a clean and transport-worthy condition, bearing in mind the type of cargo, the intended routing and the modality, including to not supply equipment that has been used to transport hazardous waste, solid or liquid, regardless of whether they meet the US definition in 40 C.F.R. §261.1 et seq.;
  - deliver the cargo in the same condition as received;
  - timely pickup and deliver the cargo, according to the Order or the Contract;
  - notify the condition of the cargo upon loading, and to record deficiencies (if any) by report and pictures;
  - notify the condition of packaging upon loading, and to record deficiencies (if any) by report and pictures;
  - immediately notify occurred damage (if any) upon loading, unloading or during the voyage, and to record the same by report and pictures;
  - communicate errors and inaccuracies compared to the original purchase or service order, for instance but not limited to quantity and specifications;
  - always be reachable and ensure that direct contact is possible with the actual carrier and/or driver;
  - make use of the Caliber smartphone app; and
  - make use of MercuryGate or a similar prescribed TMS system, within the scope of the Services, as required for by Caliber.
- 3.8 Time is of the essence and Supplier acknowledges all dates referred to in the Contract shall be firm and prompt and timely performance of all Supplier obligations is strictly required. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Contract, Supplier shall promptly notify Caliber in writing.
- 3.9 Supplier represents and warrants to Caliber that all Goods and/or Services:
- (a) are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
  - (b) strictly comply with the specifications, approved samples and all other requirements under the Contract;
  - (c) are delivered with all required licenses which shall remain valid and in place, and with the scope to cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;
  - (d) shall be free from any and all liens and encumbrances;
  - (e) have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws) and in the spirit of the Paris Agreement 2015 and the Glasgow Agreement 2021 on climate change;
  - (f) are provided with and accompanied by all information and instructions necessary for proper and safe use, including all its packaging and components. Supplier shall furnish to Caliber any information required to enable Caliber to comply with the applicable laws, rules, and regulations in its use of the Goods and Services; and
  - (g) will be accompanied by written and detailed specifications of the composition and characteristics, to enable Caliber to transport, store, process, use and dispose of such Goods and/or work product safely and in compliance with law.
  - (h) Without prejudice to any other rights accruing under the Contract or at law, the warranties set forth in this clause 3.9 will subsist for a period of thirty-six (36) months from the date of delivery, or such other period as agreed in the Contract (the “Warranty Term”). Goods and/or work repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.
- 3.10 If any Goods, Services or work products are defective, latent or otherwise do not conform to the requirements of the Contract, Caliber shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion:
- (a) require performance by Supplier;
  - (b) require delivery of substitute Goods or work products;
  - (c) require Supplier to remedy the lack of conformity by repair;
  - (d) declare the contract rescinded; or
  - (e) reduce the price in the same proportion as the value of the Goods or Services actually delivered, even if that results in a full refund of the price paid to Supplier.
- 3.11 Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods or Services, and shall reimburse Caliber in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by Caliber in connection therewith.

**4. SERVICE MANAGER**

- 4.1 The Parties will each appoint a single Service Manager (the "Caliber Service Manager" and the "Supplier Service Manager"). The Service Managers may be replaced upon prior written acceptance of Caliber, such acceptance not to be unreasonably withheld.
- 4.2 The Supplier will ensure that the Supplier Service Manager will be responsible for the provision and quality of the Services and/or Goods by the Supplier on an operational basis and for the other matters remitted to him and will liaise with Caliber Service Manager on all aspects of the Services. The Supplier shall authorize the Supplier Service Manager to act for and bind the Supplier in all matters relating to the Services.
- 4.3 Caliber will ensure that Caliber Service Manager will be responsible for monitoring the provision and quality of the Services and/or Goods on an operational basis and for the other matters remitted to him, and will liaise with the Supplier Service Manager on all aspects of the Services.

**5. SUPPLIER STAFF**

- 5.1 The Supplier shall ensure there are at all times sufficient, competent and properly trained and qualified Supplier Staff, agents or sub-contractors employed or engaged in, and adequate resources made available for, the provision and performance of the Services.
- 5.2 If in the opinion of the Caliber Service Manager (acting reasonably) it would be required to remove from performance of the Services any non-performing Supplier' Staff (including, without limitation, the Supplier Service Manager), or agent or sub-contractor, the Supplier shall ensure that such person is removed from the provision of the Services forthwith and is not reengaged in providing the Services without the prior consent of Caliber Service Manager. Nothing contained in this Contract shall create any contractual relationship between Customer and any Supplier Staff.

**6. REPORTS**

- 6.1 The Supplier shall provide Caliber with such management information and reports as specified in a Service Level Agreement, Order, Contract or other agreement between the parties, together with any other information, which Caliber may reasonably request from time to time regarding the Services.
- 6.2 The Supplier shall maintain up-to-date personnel records on the Supplier's Staff engaged in- or assigned to the provision of all or part of the Services.
- 6.3 The Supplier shall notify Caliber immediately if it becomes aware of any circumstance, which may adversely affect the ability of the Supplier to provide the Services in accordance with these Terms and/or the Contract.
- 6.4 The Supplier and Caliber shall meet regularly and as specified in the Service Level Agreement (if any) and shall keep minutes of their meetings and shall

generally be available to communicate with each other on a daily basis. The Supplier and Caliber shall conduct a full review of the quality of the Services and/or Goods provided by the Supplier at such periods.

**7. INSPECTIONS AND AUDITS**

- 7.1 Caliber's representatives shall at any time be allowed to inspect and observe work being performed by the Supplier Staff and the Supplier's agents and sub-contractors at Caliber's (owned or hired in) premises and the Supplier's own premises. Such inspections and observation shall occur during normal working hours and during other hours that are reasonable under the circumstances. Caliber shall coordinate with the Supplier reasonably in advance. Caliber shall conduct such inspections so as to minimize any undue disruption to work in progress.
- 7.2 Caliber may require an independent audit of the Services in which event Caliber shall appoint the auditor and shall pay the auditor's costs. Following the audit, Caliber may provide Supplier with a written report detailing the findings. Supplier agrees to promptly address and rectify any deficiencies or discrepancies identified during the audit. In the event of non-compliance, the Parties shall work together to develop and implement a corrective action plan.
- 7.3 The Supplier shall maintain full and accurate records and accounts (including but not limited to Bills of Lading and/or waybills) related to the provision of the Services and/or Goods. The Supplier shall retain such records and accounts for the duration of the Contract and for a minimum of five (5) years following its expiry or termination. The Supplier shall permit Caliber and Caliber's internal and external auditors to inspect all such records and accounts of the Supplier relating to the Services, for a period of five years following the completion, expiry or termination of the Contract.

**8. TERM AND TERMINATION**

- 8.1 In the event of the Supplier's material breach of any of its obligations under the Contract, or in the event of a change in the ownership or control of the Supplier, or if the Supplier makes or offers to make any arrangement with its creditors, or becomes insolvent, or has a receiver appointed of its business, or is compulsorily or voluntarily wound up, or in case clause 11.3 applies, Caliber shall be entitled at its discretion, and without prejudice to any other remedy, to immediately suspend the performance of or to terminate the Contract with immediate effect, and in the event of termination to keep or take possession of any g(G)oods or of any items belonging to Caliber or its clients and to enter any premises of the Supplier for that purpose. In addition, Caliber may terminate the Contract without cause upon thirty (30) days prior written notice to Supplier.

8.2 The above rights of termination of the Contract are without prejudice to any other rights of termination available to Caliber under the Contract or the law.

8.3 These Terms shall continue in full force and effect notwithstanding any expiry, termination or completion of the Contract.

## **9. INDEMNIFICATION**

9.1 The Supplier undertakes and agrees to defend, indemnify and hold harmless Caliber, its successors and assigns and their respective directors, officers, shareholder and employees from and against all claims, damages, costs, Losses and liabilities incurred by or awarded against or paid by Caliber arising out of or related to any negligence, willful misconduct or breach by the Supplier, Supplier Staff, or the Supplier's agents or sub-contractors of any provisions of the Contract including these Terms, or any act or omission of the Supplier, Supplier Staff, or the Supplier's, agents or sub-contractors in relation to the Services.

## **10. INSURANCE**

10.1 The Supplier shall be at all times during the term of the Contract and for a period of three (3) years thereafter, adequately insured with a reputable insurer against all insurable liability under the Contract and required as per the applicable law and regulations. The insurance will cover against (1) legal liability (including, without limitation, employer's liability, and public liability) incurred by the Supplier in connection with the provision of the Services, (2) liability in its capacity of logistic service provider (carrier, freight forwarder, broker, as the case may), and/or (3) in its capacity of contractor or architect (construction all risks), as applicable, and (4) against any injury or damage suffered by any of the Supplier Staff, or the Supplier's agents or sub-contractors whilst working at Caliber's premises and (5) arising from the negligence of the Supplier, Supplier Staff, or the Supplier's agents or sub-contractors. No cargo insurance will be purchased or held by Caliber unless Caliber has agreed otherwise in writing with Supplier. For the avoidance of doubt, Supplier shall be liable to (i) Caliber's customer and/or (ii) Caliber as the agent or assignee of a claim of Caliber's customer, for any and all loss or damage of a shipment received by Supplier for transportation under these Terms. Supplier's liability for any cargo damage, loss or theft from any cause shall, within US jurisdiction, be determined under the terms of 49 U.S.C. §14706.

10.2 Supplier shall comply with 49 C.F.R §370.1 et seq., and any amendments thereto and/or any other applicable regulation adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and/or damage and/or salvage claims.

10.3 Upon Caliber's request, the Supplier shall provide to Caliber a copy of the relevant policy or policies and certificate of Insurance from Supplier's insurer

evidencing the insurance coverage specified in these Terms. The certificate of insurance shall – upon its request – name Caliber as an additional insured, with a waiver of subrogation against Caliber. Supplier shall provide Caliber with thirty (30) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy.

## **11. FORCE MAJEURE**

11.1 A Party is not liable for a failure to perform any of its obligations if it proves that the failure was due to Force Majeure.

11.2 A Party wishing to call upon a Force Majeure situation shall promptly notify the other Party in writing of the commencement and cessation of any such Force Majeure and use all reasonable efforts to mitigate the effects of such situation on the other Party.

11.3 Notwithstanding the above, if any act or matter relied upon by the Supplier for the purposes of Clause 11.1 above shall continue for more than 60 sixty days, Caliber shall be entitled to terminate the Contract with immediate effect.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 Caliber reserves and maintains to keep in any and all circumstances all rights in connection with the intellectual property which it owns, uses or has used and/or develops and/or has developed in connection with the Services, including but not limited to the application "TRACT".

12.2 Unless the Parties explicitly agree otherwise, the Supplier warrants that Caliber can freely use documents, data and information which it provides to Caliber in connection with the Services without infringing on any intellectual property rights. Caliber is not liable- and will be indemnified by Supplier for damage of any kind whatsoever as a result of the aforementioned use.

12.3 The purchase of Goods and/or Services shall confer on Caliber an irrevocable, world-wide, royalty-free and fully paid up, nonexclusive and perpetual license under all intellectual property owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces. Caliber shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Caliber to Supplier. All rights in and titles to any work product shall become Caliber's property. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Clause 12.3.

## **13. PRICE**

13.1 The fees/prices/freight ("Price") for the Services and/or Goods shall be as stipulated in the Contract or

the Order. Unless otherwise agreed in writing, the Price shall be inclusive of all charges for delivery, carriage, packing, packaging and duties, exclusive of VAT.

- 13.2 No variation of the Price shall be accepted without the prior written consent of Caliber.

#### **14. PAYMENT**

- 14.1 The terms of payment are set out in the Contract or the Order. Payment shall be effected by Caliber, where not prevented by legislative restrictions, at the place of payment indicated by the Supplier, provided that such place of payment is situated in the country in which the Supplier is domiciled.
- 14.2 The payment of invoices issued by the Supplier shall not be considered Caliber's acceptance of the Price stated in such invoices, nor of the quality or quantity of the Services delivered.
- 14.3 Caliber shall be entitled to set off any liability of Caliber to the Supplier against any liability of the Supplier to Caliber (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by Caliber of its rights under this Clause shall be without prejudice to any other rights or remedies available to Caliber under the Contract or these Terms or otherwise.
- 14.4 Caliber shall pay invoices no later than 60 days following the receipt of such invoice, provided that Supplier timely submitted all documents required in that respect, into the system (MercuryGate or similar), as prescribed by Caliber.

#### **15. CONFIDENTIALITY**

- 15.1 Each Party shall keep confidential all information (written or oral) concerning the business and affairs of the other Party and any specifications, drawings, diagrams, patterns or other materials that it shall have obtained or received or created as a result of the discussions leading up to or the entering into or the performance of the Contract, shall only use such information in the proper performance of the Contract and shall not without the other Party's written consent disclose such information in whole or in part to any other person save those of its employees, sub-contractors and agents involved in the implementation of the Contract and who have a need to know the same and shall ensure that all such persons comply with the Supplier's obligations in this Clause 15.1.
- 15.2 The Supplier's obligations in Clause 15.1 shall not apply to information that is already in the public domain other than as a result of a breach of Clause 15.1.

#### **16. PUBLICITY**

- 16.1 Neither Party shall without the prior written consent of the other advertise or publicly announce the subject matter of these Terms and/or the Contract. The Supplier shall not use any information, photograph or

other material relating to the Services or the premises in any marketing or publicity material without the prior written consent of Caliber.

#### **17. BUSINESS ETHICS**

- 17.1 The Supplier shall, in providing the Services, act in the best interests of Caliber and shall not, without the prior written consent of Caliber, participate in any business activity which may create a conflict of interest between the Supplier and Caliber.
- 17.2 The Supplier shall not, directly or indirectly, reward or offer to reward any employee, agent or sub-contractor of Caliber entering into the Contract or for requesting the supply of any Services or Goods or for doing or refraining from doing anything in connection with the Services and the Contract. If requested the Supplier will promptly provide Caliber with access to the Supplier's records to verify that the Supplier has complied with this undertaking.

#### **18. MISCELLANEOUS**

- 18.1 Severability: If any provisions of these Terms and/or the Contract is or shall become invalid or unenforceable in whole or in part, the other provisions of these Terms and/or the Contract shall remain fully valid and enforceable.
- 18.2 Applicable for the UK: A legal entity or person who is not a Party to the Terms and/or the Contract shall have no rights pursuant to the Terms and/or the Contracts (Rights of Third parties) Act 1999 (the "Act") to enforce any term of the Contract. Any right or remedy of a third party, which exists or is available apart from the Act, is not affected.
- 18.3 Amendments: The validity of amendments and additions to these Terms and/or the Contract shall be contingent upon their being made in writing and duly signed by the Parties.
- 18.4 Waiver: No waiver by either Party of any breach of any of these Terms or other provisions of the Contract shall constitute a waiver of any other prior or subsequent breach, and neither Party shall be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the other Party.

#### **19. CHANGE IN CONTROL/SUBCONTRACTORS**

- 19.1 In the event that assets and debts in Caliber are transferred to a third party, the Supplier accepts that the third party shall hereafter be a Party to the Contract. A change or transfer in the ownership or control of Caliber shall not be deemed a breach of Caliber's obligations hereunder.
- 19.2 Assignment and Sub-contractors: The Supplier shall not be entitled to assign or subcontract any performance of its obligations under the Contract without Caliber's prior written consent. If Supplier breaches this provision, Supplier shall be and shall remain fully liable for the full value of any loss or damage to the g(G)oods or any other liability resulting

therefrom. If Caliber consents to the sub-contracting or assignment by the Supplier of its obligations, the Supplier shall remain responsible for the performance of the Contract. Further, the Supplier shall procure that any sub-contractor shall comply with these Terms and the Supplier's obligations under the Contract, as if it was a Party thereto.

- 19.3 Supplier will not re- or double broker, assign, interline, or provide substituted service for any orders or shipments hereby tendered, unless specifically allowed for by Caliber, by means of its written confirmation. Violation of this policy may be grounds for immediate termination of this Contract. Upon any such unauthorized re-brokering activity by the Supplier, Caliber may withhold payment to Supplier and may instead pay appropriate compensation to the carrier who actually transported the shipment. Supplier will deem any acceptance of the shipment by the carrier as a common or contract carrier and subsequent subcontracting of the shipment to any third party as an assignment of the right to be compensated for that shipment to the third party. Upon Caliber's payment to the delivering carrier, Supplier shall not be released from any liability to Caliber under this Contract.
- 19.4 Caliber may assign any of its rights and obligations under these Terms and the Contract without the consent of the Supplier.

## **20. RELATIONSHIP OF THE PARTIES AND NON-SOLICITATION**

- 20.1 The relationship of the Parties is that of independent contracting parties. Nothing in these Terms and/or the Contract shall be construed as creating a partnership, agency or joint venture between the Parties.
- 20.2 Nothing in the Contract shall have the effect of transferring to Caliber, nor is it intended that any provision of law shall have the effect of transferring to Caliber, the contracts of employment of any employees of the Supplier or its agents or sub-contractors.
- 20.3 While working with Caliber and for a period of one year from the date of termination of the Contract, Supplier will not directly or indirectly solicit for logistic service orders (LSO's) from any broker, carrier, consignor, consignee, or customer of Caliber where (a) the availability of such shipments/availabilities first became known to Supplier as a result of Caliber's efforts; or (b) the shipments/availabilities of the consignor, consignee, or customer of Caliber was first tendered to the Supplier by Caliber. In the event Supplier violates the terms of this Section 20.3 and back-solicits Caliber's customers and obtains LSO's from such customers, Caliber is then entitled, for a period of 18 months after the traffic first begins to move, to a commission from the Supplier of 20% of the transportation or revenue received on the shipments. Supplier understands and agrees that the provisions of the aforementioned covenant not to compete are

reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in the Contract. Further, Supplier agrees that any violation of the covenant not to compete will cause irreparable damage to Caliber, and that Caliber will be entitled to a restraining order and an injunction to stop the back-solicitation of shipment instructions.

## **21. GOVERNING LAW AND VENUE**

- 21.1 The Contract shall be governed by and construed in accordance with the laws of the country and state where the contracting entity of Caliber is located. The United Nations Convention on International Sale of Goods shall not apply to the Contract. The courts/arbitrators having jurisdiction over any disputes under this Contract are: for Caliber US/Canada contracting entities, the competent state and federal courts lying in Columbus OH (US), for Caliber Asia contracting entities, arbitration in Hong Kong (PRC) according to the HKIAC rules, and for Caliber European contracting entities, the civil court of Amsterdam (The Netherlands).
- 21.2 These Terms have been filed with the clerk of the District Court of Arnhem (Gelderland), The Netherlands under number 34/2024.