



1. Introduction and Definitions:

- a. This document captures the general terms and conditions for use of the alpha-TMS of Transport Tender B.V. These general T&C's may complement a more specific agreement between Platform Provider and Shipper or Logistics Service Providers. The terms of more specific agreements prevail over these general T&Cs.
- b. The following definitions apply to this document:
 - i. **Platform and Purpose:** The modular web-based alpha-TMS application, with the **Purpose** to allow Shippers and Logistics Service Providers to jointly manage freight rates and orders.
 - ii. **Module:** A building block of the platform with a specific functionality.
 - iii. **Platform Provider:** The organisation that offers, manages and maintenance the Platform: Transport Tender BV.
 - iv. **Shipper:** an organisation that has freight to be transported and uses the Platform to manage freight rates and shipping orders.
 - v. **Logistics Service Provider (LSP):** an organisation that provides transport services to Shippers either directly or subcontracted to other LSPs, who provides freight rates to Shippers and accepts their orders through the Platform.
 - vi. **User:** an individual, belonging to a Shipper or LSP, that is authorized by his organization to the Platform on behalf of this organisation.

2. Delivery and Performance of Service

- a. The Platform is a web-based application made available by Platform Provider to Shippers, LSPs and their Users through internet, as soon as possible after agreement is reached on the specific terms and conditions.
- b. Depending on the service level agreed between Platform Provider and Shippers, the relevant Modules will be activated by Platform Provider.
- c. The Platform Provider will advise and provide support to Users on correct use of the Platform, such as user manuals and a helpdesk.
- d. Additional services can be agreed on separate terms such as uploading contract rate tables or realizing EDI/API integration with the systems and platforms of Shippers or LSPs.

3. Changes

- a. Platform Provider has the right to change, improve and adapt the Platform at any time. In case of significant functionality changes (such as discontinuity of key functions) for Shippers, the agreement may be terminated by Shipper in which case license fees up to the date of cancellation will be need to be paid.

4. Price and Payment

- a. Price for use of the platform will agreed in a specific agreement, depending on the Modules that are activated and volume of orders that is processed through the Platform.
- b. Invoices sent by Platform Provider are to be paid within 14 calendar days, unless otherwise agreed.

5. Users Code of Conduct

- a. Shippers, LSPs and their Users shall use their access to the Platform only for the intended Purpose.
- b. Platform Provider, Shippers, LSPs warrant that their Users will keep the connections between each other's systems safe and secure and prevent accidental or deliberate mis-use to an extent that is common in the transport and logistics sector.
- c. Platform Provider shall inform Shippers / LSPs at least 24 hours in advance in case of downtime due to scheduled maintenance. In case EDI/API connections are in place, Shippers / LSPs shall also inform Platform Provider of maintenance or updates that could affect the functionality.
- d. Platform Provider and Shipper / LSPs shall inform each other as soon as possible in case of failures, errors, misconduct, illegal or suspicious activities by Users or external 3rd party interference.
- e. Platform Provider has the right to suspend the accounts of individual Users or their complete Organisation in case of suspicion of breach of this Code of Conduct, or other violation of the agreement. Shippers /LSPs have the right to suspend EDI/API connections in case they suspect security breaches or suspicious activity. Parties will promptly inform each other about suspension of service or connections.

6. IP Ownership

- a. The IP ownership of the Platform, including EDI/API couplings, vests in Platform Provider.
- b. Shippers / LSPs may re-use (parts of) the EDI/API connections for establishment of connection with other Parties at no charge.

7. Commercial Confidentiality and Publication Rights

- a. Platform Provider regards the Platform as its proprietary information and trade secret. Without written consent of Platform Provider, the Shippers / LSPs are not allowed to show, or otherwise make available, the detailed functioning of the Platform to others than their own Users and employees.



- b. Uploaded information such as the freight rates agreed between Shippers and LSPs, order details such as delivery addresses are kept confidential. Platform Provider shall not communicate these to 3rd parties without written consent of the originating parties.
 - c. The Platform contains a feedback function for spot offers to inform LSPs with a rough indication on how their rates compare to the best rates for the same shipment, or list of shipments. This feedback will be anonymous and will not contain organisation names of the other LSPs in the comparison.
 - d. By using the Platform, Shippers and LSPs provide their consent that Platform Provider can publicly use their name and logo on its website and in its marketing material, unless otherwise agreed.
8. GDPR compliance and permission
- a. Personal information and data stored in the Platform contains,
 - i. user accounts including names, office telephone number and business email
 - ii. Order information: names, business addresses and business contact details of individuals of the Shipper, LSP or receiving party of the transport.
 - b. Duration of storage
 - i. Such information will be stored in the Platform for the duration of the agreement between Shippers and Platform Provider, or as long as is required by law or tax, which ever is longer.
 - c. Consent
 - i. Shippers and LSPs warrant that they have consent of all individuals who's personal data is shared and stored on the Platform. In case of claims of individuals to remove personal details, Platform Provider shall remove this data as soon as possible after the request, unless this is prohibited by law or for the fulfilment of tax obligations.
 - d. Distribution and Disclosure
 - i. By using the Platform, Platform Provider, Shipper and LSPs warrant that they will exclusively use, this data for the Purpose of the Platform and shall store and protect the data in accordance with their respective GDPR compliance policy as if it contained similar data of their own employees.
 - ii. No Party can disclose personal data to 3rd parties without explicit consent of the respective individual(s).
9. Responsibilities, Liabilities, Force Majeure
- a. Platform provider is providing the Platform as a service to shippers and LSPs. Platform Provider is not a contract party in the actual executing of the transport. Platform Provider is therefore not responsible to perform a due diligence on either shippers or LSPs connected through the Platform. When Shippers and LSPs enter into a business relationship, (partly) arranging transports through the Platform, they bear full responsibility to verify due diligence and financial and operational capability to fulfil their obligations.
 - b. Platform Provider offers the Platform as a communication platform and is not responsible for the completeness, correctness and timely submission of freight rates and order information and status as provided by either Shipper or Service Provider. Transport Tender is not liable for any damages incurred due to faulty incorrect, incomplete or untimely inputs from either shippers or service providers.
 - c. Shipper and LSP are fully responsible for the actual correctly and timely execution of the transport according to terms agreed between Shipper and LSP. Platform Provider is not in any way responsible for the actual transport and any related damages.
 - d. Platform Provider will report any errors or unscheduled availability issues of the Platform as soon as possible to Shippers and LSPs, and Shippers and Platform Providers will inform Platform Provider also as soon as errors or unavailability are detected.
 - i. Platform Provider will only accept liability for actual damages which are a direct result of shortcomings in functionality or availability of the Platform, which accumulated up to moment that such shortcomings have been communicated to shippers and Service Provider. The liability of Transport Tender for actual direct damages accumulated by Shipper or Service Provider is maximized to € 1000,-. Any indirect, consequential and other damages are explicitly excluded.
 - ii. It is the responsibility of Shippers and LSPs to agree upon a back-up mode of operation (such as communicating or orders through e-mail, telephone) in case the Platform is not available.
 - e. Platform Provider is not liable for unavailability of the Platform due to cyber-attacks such as DDos on the Platform or the web access of Shippers / LSPs. In such events, Platform Provider has the right to take the Platform offline to protect the interests of Platform Provider, Shippers and LSPs.
 - f. Platform Provider is not liable for external events or circumstances that are considered to be Force Majeure.
10. Term and Termination
- a. The term for which Shipper or LSP will use the Platform is determined in a specific agreement.
 - b. Platform Provider can terminate the access to the Platform with immediate effect, duly notifying all affected Parties, in case:



- i. Shipper or LSPs is in breach of the code of conduct and reason of the breach was either 'intentional' or cannot be resolved within a reasonable term
- ii. either parties insolvency, bankruptcy, dissolution or ceasing to do business.

11. Disputes

- a. In case of disputes arising between Platform Provider and Shipper or Platform Provider and LSP out of or in connection with the use of the Platform, Parties will firstly try to resolve this in good faith by mutual negotiation and agreement.
- b. All disputes that cannot be settled by mutual negotiation will be resolved by a competent court in the Netherlands under Dutch law.