

TERMS AND CONDITIONS OF SALE AND SERVICES

1 SCOPE & DEFINITIONS

1.1. Definitions

Accessories means the accessories that the Customer can optionally buy when ordering Products or Services such as but not limited to gloves, glasses, ice shovel.

Good means: any article, property, good owned by the Customer.

Terms and Conditions mean the Terms and Conditions of the Service Provider in force when the Product or the Service is ordered by the Customer. The Terms and Conditions define the rights and obligations of the Parties applying to the Sale of Products, Packing and Accessories and Services offered by the Service Provider.

Shipper means the Customer contracting a Service of carriage of goods under controlled temperature.

Customer means the person or corporate body, acting within the scope of its professional activity, wishing to enter into contract with the Service Provider. It is expressly agreed that only professional customers can submit a purchase order for the Products or Services. The capacity as professional customer is a condition to the Service Provider's consent to enter into contract.

Consignee means the person or corporate body specified by the Shipper to be the intended recipient of the Good carried under a contract of carriage

Services means the individual and collective services as described in Section 5.0.

Purchase Order means the firm and final purchase order with regard to a Product or the Services as confirmed by the mailing of the purchase order by the Customer and the confirmation thereof by the Service Provider.

Packing means the container or box owned by the Service Provider permitting the carriage of the Goods belonging to the Customer under the Services offered by the Service Provider.

Service Provider means ICS Dry-Ice Express B.V. whose registered address is Verzetstraat 10, 5171 PT Kaatsheuvel, Netherlands when contracting Services with the Customer/Shipper.

Product means the product sold or used by the Service Provider, permitting the conservation or the transport of a Good under controlled temperature (such as but not limited to dry ice, liquid nitrogen, eutectic gel or PCM).

1.2. Controlling Document / Applicability

These Terms and Conditions are applicable to all legal relationships between the Service Provider and the Customer / Shipper. All Products, Packing and Accessories sold/Services performed by the Service Provider are subject to these Terms and Conditions, and the terms stated within the Purchase Order. These Terms and Conditions, together with the Purchase Order, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior communications, representations, understandings, agreements and



course of dealings. This includes any preexisting written contracts among the Service Provider and the Customer. Any Purchase Order or other document or communication that is in any way inconsistent with these Terms and Conditions shall not be binding on the parties. Customer agrees that these Terms and Conditions shall apply to all future orders until such time as any Terms and Conditions are amended, in which case such amended Terms and Conditions shall apply to future orders, as applicable.

2. PURCHASE ORDERS

2.1 Purchase Orders must have all required fields of information complete, must be signed by the Customer and must be confirmed by the Service Provider to be final. A Purchase Order is only firm and final as soon as confirmed by the mailing of the purchase order by the Customer and the confirmation thereof by the Service Provider.

2.2 Customer must provide complete and accurate information to the Service Provider. The Service Provider relies upon Customer information in making the Purchase Order; Customer is responsible for any additional or unforeseen costs or expense incurred by the Service Provider due to incomplete or erroneous information supplied by Customer or its agents.

2.3 The Service Provider reserves his right to refuse any order.

2.4 The Service Provider undertakes to supply Products, Packing and Accessories and Services as described in the Purchase Order while stocks last and remain in both production and delivery capacity. Should the Products be out of stock, or Services be unavailable, the Service Provider will from the date of confirmation of the Purchase Order by the Customer, take contact with the Customer as soon as possible in order to provide either a new Product delivery or Service undertaking time frame, another Product or Service altogether, or cancel the Purchase Order, without any damages or penalty at the expense of the Service Provider.

The Customer declares to know the specification and purpose of use of the delivered Products, including their hazardous nature, and the requirements related to the Service undertakings.

2.5 The Service Provider reserves his right to modify Product/Services characteristics for minor adaptations in order to meet the Customer's Goods characteristics, in particular concerning changes in regulation covering those Goods, without the Customer being able to terminate the contract or to seek the Service Provider's liability in respect of such modification.

2.6 Any modification to a Purchase Order by the Customer will bound the Service Provider only if he has given his written agreement. Such modification may cause a price revision or modification of the Product delivery or the Service undertaking time frame, and as the case may be incur other particular sale/service conditions modifications.

2.7 Unless prior written consent has been granted by the Service Provider, the Customer bears the burden to obtain all documentation and authorizations necessary to use the delivered Products or the provided Services.

3. PRICE /FEES

3.1 Prices shall be as stated in the Purchase Order. Prices applied to the Customer are those in effect on the date of the Purchase Order confirmation made by the Service Provider.

For each Service specified in the Purchase Order, Customer shall pay to the Service Provider the applicable pricing set forth in the Purchase Order (the “Base Fees”), and any additional fees and expenses chargeable to Customer that may arise pertaining to, and subsequent to the placing of, the Purchase Order, such as, but not limited to, duties, taxes, tariffs, surcharges or fees applicable (collectively, together with the Base Fees, the “Payment Obligations”). Quotes sent to the Customer prior to the Purchase Order confirmation are valid for three months, unless stated otherwise.

3.2 No price claim may be accepted, unless notified by registered letter with acknowledgment of receipt sent within three days after Product delivery or Service undertaking, Sundays and national holidays excluded.

4. PAYMENT METHOD

4.1 Unless provided otherwise, invoices are due within fourteen (14) days from the date of Product delivery or Services undertaking, which is the date of delivery of the Goods in accordance with Article 5.4 below.

4.2 Unless prior consent has been granted by the Service Provider, failure to pay in due time triggers the following in their own rights (without reminder of formal notice needed):

- immediate payment off all sums still due whatever the provided payment method;
- billing of late payment interest based on the European Central Bank’s interest rate + 10%, being owed from the sole payment date being passed without payment, and calculated prorata temporis by one (1) month periods;
- a lump sum compensation paid by the Customer of forty (40) Euros for recovery costs. The Service Provider reserves his right to claim additional compensation if the actual recovery costs exceed the lump sum;
- Unless a provision of public policy applies, all due deliveries may be suspended and the reservation of ownership clause may be triggered at the Provider’s own discretion.

5. SERVICES

5.1. Scope

The Service Provider provides logistics Services for the transport under controlled temperature of Goods from the location of receipt up to location of delivery. The nature and the quantity of the Goods to be carried, the name of the recipient and recipient’s address at the place of delivery are provided by the Shipper and are mentioned in the Purchase Order.

The Shipper shall provide to the Service Provider all necessary information regarding the Goods to be carried, and its hazardous nature, if any and/or the precautionary measures in the handling and carriage of the Goods. Failure to provide this information or in the event of incorrect, inaccurate, incomplete or untrue information, the Service Provider may refuse to perform the Services.

The Service Provider shall have the discretion to refuse to carry any Goods that are noxious, illegal, hazardous or otherwise dangerous or being the subject of restriction by applicable

law, or Conventions applicable to the contemplated mode of transport of the Goods, in particular the rules issued by IATA for Air transport.

The Shipper remains entirely liable for any damage resulting from an inaccurate description of the Goods subject of the Service and undertakes to indemnify and hold harmless the Service Provider from any loss, damage, expense, liability whatsoever, penalty, or fine resulting from such inaccurate description.

5.2. Specification

Based on the information supplied by the Shipper in the Purchase Order, the Service Provider defines the measures and means necessary for the transport of the Goods from the place of receipt up to the place of delivery. For the transport of the Goods, Packing and Product necessary for the transport of the Goods under the required temperature (Dry Ice, Liquid Nitrogen, eutectic gel, PCM or any other Product defined by the Service Provider), the Service Provider defines:

- The specification detailing the process and security measures to observe
- The necessary warehousemen and handling tools
- The protective overwrapping and appropriate cushioning material;
- The mode of carriage
- - The Conditions of return of the Products, Packing and Accessories supplied by the Provider when applicable

5.3 Placement of Goods

Unless otherwise expressly agreed, the placement of the Goods into the Packing at the location or removal of the Goods from the Packing shall be performed by the Shipper, his employees and/or agent and/or subcontractors under Shipper's sole responsibility. Packing and Products designed to maintain the Goods under the required temperature , supplied by the Provider, must be cautiously handled, without exposition to the sun or severe cold, or near a heating source.

Unless otherwise expressly agreed and mentioned on the Purchase Order, the Service Provider will never compensate any damage to the Goods occurred during their placement into the Packing.

Only Goods mentioned by the Shipper on the Purchase Order, agreed by the Service Provider, are allowed to be placed into the Packing. Any other use, including the placement of other Goods into the Packing, whether intentionally or not, is formally prohibited. The Service Provider will never be liable for any damage whatsoever caused by or to any Good placed into the Packing in breach of these provisions. The Shipper will be liable for and will hold the Service Provider harmless for any loss or damage, claim, action, liability, fines, penalties resulting from such a breach.

5.4 Transport and Delivery

The receipt of the Goods and their delivery will always be performed in places easily accessible for the Service Provider.

The delivery of the Goods at the place of delivery mentioned on the Purchase Order occurs when the consignee receives the Goods and signs the proof of delivery. The Consignee must check that the number and the nature of the Goods are those mentioned on the proof of delivery.

Unless otherwise expressly agreed, the removal of the Goods from the Packing is performed by the Consignee or final recipient under their sole responsibility.

Unless otherwise expressly agreed, time for delivery is purely indicative. The Service Provider will never be liable for any delay, whatsoever caused.

Unless otherwise expressly agreed in the Purchase Order, there is no delivery on Sunday and national holidays. When a period for transport and delivery is stipulated in the Purchase Order and is expressed in days, when the due date expires on a non-working date, the due date for delivery is postponed up to the following day.

When the Goods are not collected by the consignee, or in case of default of the consignee whatsoever caused, the Shipper remains liable for the payment of all costs, initial or additional, exposed for the performance of the Service. When the place of delivery mentioned on the Purchase Order is inadequately addressed, the Service Provider will not be liable for any damage or loss or delay resulting from this situation and will be allowed to invoice any costs resulting from the lack of delivery or the delay of delivery of the delivery to a different address than the address mentioned on the Purchase Order.

5.5. Return of Packing, Accessories and Products

The Shipper and the consignee of the Goods are bound to return the Packings, Accessories and Products supplied by the Service Provider for the performance of the Service within the period agreed in the quotation issued or the Purchase Order.

Unless otherwise expressly agreed to in the Purchase Order, any Packing, Accessories or Product not returned within 10 days and no later than 30 days after the date of delivery of the Goods will incur a daily rental charge of 10 Euros per day. Any Packing, Accessories or Product not returned within 30 days after the date of delivery of the Goods will be considered a total loss.

In the event of damage or loss of any Packing, Accessory and Product supplied by the Service Provider, the Shipper will be jointly and severally liable with the Consignee and will indemnify the Service Provider of the amount of the repairs or the value of the damaged or lost Packing, Accessory or Product, as the case may be, without prejudice of any detention costs agreed when ordering the Service.

5.6 Duties and Taxes

The Shipper and/or the Consignee of the Goods are liable for the payment of any taxes, deposits, charges required by any authority for the carriage of the Goods, as well as for the payment of any penalty, fine, expenses incurred by the Service Provider resulting from the non-performance of the Shipper and or Consignee's duties provided herein.

5.7. Liability & Warranty

5.7.1. Excepted risks

The Service Provider will never be liable for damages to the Goods occurring during the carriage resulting from war, invasion, act of foreign enemy, hostilities whether declared or not, civil war, rebellion, insurrection, usurped power, pillage or similar events.

The Service Provider will never be liable for damages to the Goods occurring during the carriage resulting from contamination or ionizing radiation by any nuclear fuel or nuclear waste or any nuclear radioactive, toxic component or any other hazardous substance.

The Service Provider is not responsible of the Goods. The Shipper is the sole responsible of the Goods and of any damage caused by the Goods to the Service Provider, Consignee or third parties. The Shipper is bound to inform the Consignee of the hazardous nature of the Goods, if any and of the precautionary measures to be taken for its use and handling.

5.7.2. Notice of Damage

Unless immediate and detailed notice of damage mentioned on the proof of delivery and confirmed in writing within three (3) days from the date of delivery, the Goods are deemed to be delivered to the Consignee as received by the Service Provider. The Service Provider will not be liable for any damage to the Goods without a notice of damage given during the above mentioned period. In any event, any and all claims against the Service Provider must be brought within 12 months after the date of delivery of the Goods or the promised delivery date in the event of a failure to deliver by the Service Provider.

5.7.3. Liability

To the extent permitted by law, the Service Provider, its employees and/ or agents will be liable only for damages caused by their wilful misconduct or gross negligence during the performance of the Service.

The Service Provider will not be liable for any delay or event preventing it to perform the Service resulting from strikes, lock outs, work conflicts, including those of its own employees, weather condition, traffic congestion, mechanical breakdown or any event beyond its control.

To the extent permitted by law, in the event that the Service Provider can be held liable on whatever grounds for loss or damage incurred by the Customer / Shipper, the Service Provider's liability is expressly limited to the compensation of material loss of the Goods, excluding any compensation of other damages in particular consequential losses, indirect losses such as but not limited to loss of profit, loss of use, loss of earning, loss of hire, commercial losses.

In any event, the compensation for material loss is limited to the value of the Goods without exceeding the following limit of 23 Euros per kilo with a maximum of 200 Euros per package, even in case of personal fault of the Service Provider.

IT BELONGS TO THE SHIPPER TO SUBSCRIBE AN ADEQUATE COVER OF THE GOODS AGAINST THE RISKS OF CARRIAGE. UNLESS OTHERWISE AGREED, THE SERVICE PROVIDER NEVER SUBSCRIBES AN INSURANCE COVER COVERING THE GOODS FOR THE PERIOD OF PERFORMANCE OF LOGISTICS SERVICES.

Unless binding legal provision applicable, any compensation is established without VAT or any similar taxes.

6. INTELLECTUAL PROPERTY RIGHTS – CONFIDENTIALITY

6.1 The Customer expressly acknowledges the Service Provider's intellectual property rights concerning the Products, Accessories and Packing supply. In particular the Customer makes a commitment to never modify, alter or remove the manufacturer's label, nor to erase the Service Provider's brand logo placed on the Products, Accessories or Packing. In addition, the Customer recognizes that the Products, Accessories or Packing which he has been supplied with by the Service Provider remain the exclusive Service Provider's property and may therefore not be used, duplicated or even released them to third parties (except for safety instructions) without the Service Provider's prior written consent.

6.2 The Customer acknowledges that some technical information which he might be supplied with as part of the Service Provider's performance are confidential, in such a case the Customer makes a commitment to take all necessary steps to uphold and make sure its staff comply with this confidentiality duty for which it acts as guarantor. This confidentiality duty hereof will remain in force for five (5) years from the Service undertaking.

6.3 The Customer allows the Service Provider to take pictures and to shoot movies of the delivered Goods, Packing and Accessories before and after the delivery or the Service undertaking for commercial purposes. The Service Provider will be allowed to copy and modify those pictures as necessary on all existing and future mediums (magazine, TV, internet, mobile devices, etc...)

7. CANCELLATION

In case of gross breach of contract by the Customer/Shipper, the Service Provider will have the right to terminate without notice the contract by sending a mail confirmed by registered letter with acknowledgement of receipt even during its performance, without being liable for any compensation whatsoever. In such a case, the Customer/Shipper will remain liable for any losses suffered by the Service Provider resulting from the termination of the Sale of Products, Accessories and Packings or Services.

8. LAW AND JURISDICTION

8.1. It is expressly agreed that Dutch law is applicable to all legal relationships between the Customer and the Service Provider. The provisions of the Vienna Sales Convention (CISG) shall not apply.

8.2. The Amsterdam Court will have exclusive jurisdiction regarding all disputes arising under or in connection with any contract between the Customer and the Service Provider or the performance of any contract between the Customer and the Service Provider as well as any disputes regarding these Terms and Conditions.

9. MISCELLANEOUS

9.1. These Terms and Conditions or its successors apply to any Purchase Orders as from this date.

9.2. The non application from time to time by the Service Provider of any provision of these Terms and Conditions will never be construed as a general waiver to prevail of this provision.



9.3. If any term or provision of these terms and Conditions is held void or not applicable, the validity and binding force of the remaining terms and provisions will not be affected.

9.4. Headings are for reference only and shall have no effect on the construction of these conditions.