

## Special Terms and Conditions of Payment Guarantee

Please read these terms and conditions relating to Payment Guarantee. The use of Payment Guarantee is subject to these Special Terms and Conditions (STC) and the terms of the agreement concluded by Customer with Alpega (as defined below) relating to the use of Alpega's products and services (including, where applicable, the general terms and conditions <https://www.alpegagroup.com/en/tc-carriers/> and/or any other conditions as set out in said agreement). By using any portion of Payment Guarantee, Customer agrees to and accepts all of the terms and conditions set herein, to the exclusion of any general or specific conditions communicated by Customer. Furthermore, the obligations incumbent on Customer under the terms and conditions set herein apply to the Users for which Customer requests the Use of Payment Guarantee. Customer represents and warrants that its Users agree to the terms and conditions set herein and Customer accepts full liability in case of non-compliance with these terms and conditions by such Users.

If you are accepting these terms and conditions on behalf of a company or any other (legal or natural) person, you represent and warrant that you have full authority to bind that company or person to these terms and conditions.

The General Terms and Conditions apply to, and form an integral part of, these Special Terms and Conditions. In the event of any conflict or inconsistency between these Special Terms and Conditions and the General Terms and Conditions, these Special Terms and Conditions shall prevail. These Special Terms and Conditions will furthermore prevail over any terms as mentioned in the Alpega Platform.

### 1. Definitions

• The following terms shall have the following meanings unless the context requires otherwise, and where the context so requires or admits, the singular shall include the plural and vice versa.

"Alpega" means (i) Alpega S.A./N.V., a Belgian company registered under number 0872.586.165 in the Belgian Registry of Companies (VAT BE 872.586.165), (ii) Wotrant S.L.U., a Spanish company registered in the Barcelona Registry of Companies, tome 29773, folio 51, page B160149, inscription 1, (VAT ES B61234753), and (iii) their Affiliates.

"Alpega Platform" means any online freight exchange platform and related services as commercialized by Alpega (under the brand Teleroute, Wtransnet, Bursa, 123Cargo or any other brand used at the time), to which Customer has subscribed under the Agreement.

"Adverse Information" means any event that Customer may become aware of, which has led or may lead to a deterioration of the financial situation of the Buyer.

"Affiliate" means any company, corporation or other entity that directly or indirectly controls, or is controlled by, or is under common control with either Alpega or Customer.

"Buyer" means any customer of the Alpega Platform, which has contracted with Customer for the supply of transport services to be performed by the latter.

"Customer" means the (legal or natural) person subscribing to Payment Guarantee. Customer must be validly registered for the use of the Alpega Platform. Customer shall not be a Private Individual.

"Debt" means an undisputed outstanding amount under any invoice, which is due for payment by the Buyer to Customer under a valid Transport Contract and which is guaranteed by a Payment Guarantee, subject to these terms.

"Delivery" means the delivery of the transport services in accordance with the terms of the Transport Contract.

"Delivery Date" means the date of full performance of the transport services under and in accordance with the terms of the Transport Contract.

"Dispute" means any disagreement regarding a Debt and/or the validity of the rights of Customer in

relation thereto (including any dispute with respect to the setting-off of amounts that may be owed to the Buyer).

"Due Date" means the date at which the Debt is due and must be paid by the Buyer under the terms of the Transport Contract.

"Guarantee Limit" means the amount as defined by the Insurance Partner, in relation to any Buyer, defining the extent of allowance with respect to the credit guarantee.

"Insolvency" means insolvency in the meaning of the applicable laws. This includes situation, or threatened situation, where a customer is unable to pay its debts; or enters into or proposes to enter into any composition or arrangement with its creditors or any class of them (other than for solvent restructuring); or if any circumstances arise which entitle a competent court or a creditor to appoint a receiver or administrator.

"Insurance Partner" means the partner of Alpega, which Alpega has contracted with for the purpose of providing the Payment Guarantee services to its customers, as may be selected by Alpega from time to time (i.e. initially, *Compagnie française d'assurance pour le commerce extérieur*, branch in Belgium (*COFACE Belgium*), registered in Belgium under number 0451 902 214, with registered office at 100 Boulevard du Souverain, B-1170 Brussels, Belgium - and any of its local branches, where relevant;

"Intervention Request" means the request as submitted by Customer to Alpega to avail of the benefit under a subscribed Payment Guarantee, subject to the formalities and process as defined in these terms;

"Invoicing Date" means the date at which Customer shall invoice the charges due by the Buyer in consideration of the services supplied under the Transport Contract, within the Maximum Invoicing Period.

"Maximum Credit Period" means 90 days starting from the Invoicing Date.

"Maximum Invoicing Period" means 30 days starting from the Delivery Date.

"Net Debt" means the balance of loss account including:

*On the debit side:*

the undisputed amount (in EURO) of the guaranteed invoice as declared by Customer at the time of subscription of Payment Guarantee.

It includes the VAT (if applicable), only if Customer is based in Spain, Italy, Portugal or Poland.

It excludes interests for late payment, VAT (for other cases as mentioned above), penalties and damages.

*On the credit side:*

the amount of the Recoveries as received up to the date of drawing up of the loss account and the total amount of the expenses that were not to be paid as a result of the loss.

"Non-payment" means the default of payment of the Debt by the Buyer on the due date and under the terms as set forth in the Transport Contract.

"Overdue Account" means the situation where a Debt has not been paid on the Due Date and according to the terms as set forth in the Transport Contract.

"Private Individual" means a person who buys the transport services for a purpose other than the purposes of his/her professional activities.

"Recovery/ies" means any amount received from (or credited to) the Buyer and/or a third party in connection with the Debt, whether before or after the Intervention Request has been submitted, including:

- any interest received on late payment (by Customer or Alpega/its Insurance Partner);
- amount resulting from the enforcement of any Security right (by Customer or Alpega/its Insurance Partner),
- any credit note issued by Customer,
- any value arising from the exercise of any set-off right;
- VAT (including credit or refund received from the fiscal authorities when the Debt was covered VAT included).

"Security" means any mortgage, charge, pledge, or

any other form of encumbrance securing any obligation of the Buyer under the Transport Contract.

"Transport Contract" means any arrangement or agreement, under any form whatsoever, which creates rights and obligations upon the Buyer and Customer with respect to the supply of transport services by Customer in consideration of the payment of a price by the Buyer.

"User" means any natural person, including Customer's employees, for which Customer requests the use of the Alpega Platform.

"Validity Period" means the period during which the insurance policy as subscribed by Alpega for the purposes of providing the Payment Guarantee services remain effective.

• Any terms and expressions as defined in the General Terms and Conditions shall have the same meaning whenever used in these Special Terms and Conditions. The term "include(s)" and "including" shall be deemed to be followed by "without limitation".

### 2. Purpose

These STC regulate the provision and use of Payment Guarantee, which any Customer can subscribe to in order to avail of debt recovery services in relation to the payment of the price due for transport services that Customer has performed under a Transport Contract. Payment Guarantee includes a payment protection, which may be offered by the Insurance Partner subject to the terms as agreed with Alpega under a credit insurance contract subscribed for the benefit of its Customers or a financial institution subject to the terms related the applicable guarantee.

### 3. Subscription - activation process

#### • Subscription

Customer shall subscribe to Payment Guarantee via an online process as made available on the Alpega Platform and at the latest before the start of the loading of the goods subject to the transport services. In the context of this process, Customer shall be informed of and will be requested to accept these STC as well as any additional applicable specific terms (including the applicable prices and any specific term of the insurance policy subscribed by Alpega, where relevant). One subscribed Payment Guarantee can only cover one single invoice.

Customer shall provide all requested information in relation to the invoice concerned (including the price due for the transport services, the name of the company providing the transport services, the Invoicing Date and the payment terms as agreed). Customer shall procure that the details of the supplier of the transport services and the Buyer that it provides (including name of the company and its VAT number) are the details to appear on the guaranteed invoice (according to the Transport Contract).

Subscription shall be further subject to the submission by Customer of any other specific information and documents as requested by Alpega from time to time in relation to Customer and/or the invoice.

Customer agrees that (a) it is solely responsible for the accuracy, content and legality of the information provided in the request for a Payment Guarantee, (b) the information provided must be as precise and complete as possible and (c) any content, which violates any term of the Agreement, these STC or any applicable legislation may be rejected at Alpega's sole discretion.

Customer shall notify Alpega immediately of any change in the information as provided in the context of the subscription to Payment Guarantee (including any information in relation to the nature or scope of its activities or to its legal status).

Payment Guarantee shall not be subscribed by Customer for:

a) any amount to be invoiced in other currencies than any currency used in the European Union territories (plus Switzerland and Norway); if the Debt is issued

in any other currency than EURO, it shall be automatically translated in the EURO currency at subscription of Payment Guarantee;

b) any Transport Contract concluded with a Private Individual or with an Affiliate;

c) any Transport Contract under which payment is to be received: (i) before delivery; (ii) by means of an irrevocable letter of credit as confirmed by a bank registered in the country of Customer.

• **Approval - Service activation**

Activation of Payment Guarantee shall be subject to the prior approval of Alpega, which shall be based on (i) the receipt of the documents and information as requested and (ii) the verifications as performed in relation to the Buyer, with the assistance of its Insurance Partner. Payment Guarantee shall be activated upon approval by Alpega.

Alpega may refuse any subscription request, at its sole discretion.

If any document/information must be submitted by the Customer within a specific time period and/or through any specific process, which are set out by Alpega, any activated subscription may be subject to automatic cancellation, should the document/information not be submitted according to the required modalities.

Alpega reserves the right to examine any subscription, at any time, based on the legal validity, completeness and conclusiveness thereof. If Alpega determines, retrospectively or otherwise, that the subscription is not compliant, it is entitled to refuse, adapt or cancel it at any time.

• **Delivery - Invoicing of the transport services**

Customer shall invoice the price due by the Buyer for the services performed under the Transport Contract within the Maximum Invoicing Period (including the sending of the invoice to the Buyer).

Deliveries must be carried out within 10 days from the date of subscription of Payment Guarantee.

• **Notification of payment in due time - notification of Recovery**

Customer shall notify any Recovery in relation to the Debt upon receipt thereof.

Customer shall close any subscribed Payment Guarantee via the Alpega Platform upon the receipt of the full payment from the Buyer with respect to any Debt.

Alpega reserve the right to charge administration fees should Customer not proceed with this formality.

• **Intervention Request - notification of Overdue Account and/or Adverse Information**

Customer shall notify Alpega of any Overdue Account with respect to any Debt via the Alpega Platform and submit an Intervention Request on the same occasion.

This notification must be made within 45 days as of the Due Date and shall only be valid if all documents and information as requested in the context of the subscription of the guarantee have been submitted to Alpega. In case of any extension of the Due Date, in accordance with the terms of section 5 below, this time period shall be extended with 30 days as from the agreed new Due Date.

Customer shall furthermore notify Alpega:

a) as soon as it becomes aware of any Adverse Information concerning a Buyer;

b) as soon as it becomes aware that a Buyer is facing a situation of Insolvency ;

c) of any Overdue Account, which remains unpaid at the time limit for notification of an Overdue Account;

d) immediately of any sum/Recovery that Customer may receive following notification of an Overdue Account.

• **Handling of an Intervention Request**

Upon submission of an Intervention Request, Alpega shall handle the request via its Debt Mediation services. Customer shall provide Alpega, within the time period as instructed by Alpega from time to time, with all information and documents as may be requested for the purpose of the mediation in relation to the Overdue Account (including all documents relating to the Debt as well as any security relating thereto and the insolvency of the Buyer, where relevant). The request shall be

rejected if any document or information has not been received in due time. Should the case be solved and payment obtained (or at least 90% thereof) through these services, Alpega shall close the Intervention Request and any applicable fee shall be owed by Customer. Should the mediation be unsuccessful, Alpega shall further handle the Intervention Request at the request of the Customer and with the assistance of its Insurance Partner and keep Customer informed as per the terms herein.

4. **Insurance benefit coverage**

Payment Guarantee shall cover 90% of the amount of the Net Debt or of the Guarantee Limit if the Net Debt exceeds the Guarantee Limit. Upon subscription of Payment Guarantee, the amount due to Customer in relation to said Debt shall therefore be limited to the extent of this percentage in all circumstances (including the circumstance under which Customer would have received any payment directly from the Buyer following subscription).

If the Debt is not issued in EURO, the final amount, which shall serve as basis for the benefit coverage, shall be assessed at the end of the month of the issue of said Debt based on the conversion rate as selected by Alpega and/or the Insurance Partner. Any discrepancy between the amount as calculated at the time of the subscription of Payment Guarantee and the amount resulting from this final assessment shall not give rise to any kind of reimbursement to or additional fee for Customer.

Subject to the prior full provision of the transport services within the Validity Period and the sending of the invoice to the Buyer within the Maximum Invoicing Period, the Payment Guarantee shall cover the Debt to the extent as set out herein. It shall take effect upon the undisputed full performance of the transport services related thereto.

Payment Guarantee does not cover any loss:

a) for any amount lower than €250;

b) which is in excess of the Guarantee Limit as assigned to the concerned Buyer;

c) where Customer has not complied with any terms applying to Payment Guarantee;

d) relating to Deliveries as carried out outside the time period as set out herein (Section 3),

e) relating to Deliveries as performed for a Buyer for whom a notification of Adverse Information or Overdue Account has, or should have been given, if the Debt remains unpaid,

f) relating to Deliveries as performed for a Buyer, which is already in a situation of Insolvency, at Customer's knowledge,

g) arising from a failure, by Customer or any person acting on its behalf, to comply with any of its obligations under the Transport Contract,

h) relating to any Delivery as made without the necessary licence or, more generally, in breach of any applicable law or regulation,

i) arising (directly or indirectly) from:

- nuclear explosion or contamination, whatever its origin;

- a war, whether declared or not, between two or more of the following countries : France, People's Republic of China, Federation of Russia, the United Kingdom, The United States of America;

j) based on interests for late payment, any penalty and/or damage.

k) insofar that the provision of such cover and/or payment of such claim would cause Alpega or its Insurance Partner to be exposed to any sanction or penalty (including extra territorial sanctions) originating out of or related to United Nation's resolutions or trade or economic sanctions, laws or regulations of the European Union or of any State, whether these sanctions existed at the inception of the Validity Period or were implemented during this period.

Furthermore, concerning any Transport Contract as concluded with a Buyer residing in the country of Customer, Payment Guarantee does not cover any loss arising from:

a) Transport Contract concluded with local government departments and other local authorities;

b) any decision taken by the local government and/or other local authorities, which would hinder the performance of the Transport Contract or prevent

the payment of the Debt.

Customer shall immediately lose the benefits of Payment Guarantee, if Customer is in a situation of Insolvency or cease its business activities.

5. **Risk management**

• **General**

Customer shall exercise due care and diligence in granting credit to the Buyer (with regard to the amount and the period of credit) and shall manage any business, which is covered under a Payment Guarantee, with at least the same diligence and prudence as it would reasonably be expected to exercise were it not guaranteed. Customer shall use its best efforts to preserve its rights against both the Buyer and any third parties.

Customer must keep, for its own account, any portion of the risk not covered under Payment Guarantee, unless otherwise agreed with Alpega as confirmed in writing.

• **Credit Periods**

The initial credit period that Customer shall grant to its Buyer for the payment of the invoices (*payment term*) under the Transport Contract shall not exceed the Maximum Credit Period.

Customer may grant any extension, provided that the total duration of the credit period as granted does not exceed the Maximum Credit Period.

Customer must obtain the prior consent of Alpega (as confirmed in writing) before accepting the postponement of a Due Date relating to any invoice subject to Payment Guarantee:

a) if the extended due date falls outside the Maximum Credit Period;

b) for a Buyer on whom the Guarantee Limit has been cancelled/reduced;

c) for a Buyer for whom a notification of Overdue Account has, or should have, been made.

• **Overdue Account**

In case of Overdue Account, Customer shall take all measures as may be considered as useful or necessary, whether by Customer or by Alpega and/or its Insurance Partner, to prevent or mitigate the consequences of the claim in relation thereto. Customer shall exercise, diligently and in due time, any rights that it may avail of in relation to the Debt (including to protect the rights of Customer and/or Alpega/Insurance Partner to secure the payment of the Debt).

6. **Payment of the guarantee**

• **Payment**

The payment of the guarantee under Payment Guarantee shall be made to Customer:

- *In case of Insolvency (including suspension of payments as confirmed by a court or bankruptcy):* within 30 days as from the receipt by the Insurance Partner of all documents justifying the Debt and the Intervention Request;

- *Other circumstances:* not earlier than 4 months as from the receipt by the Insurance Partner of the Intervention Request and all requested documents relating to the Debt.

• The payment shall only be made to the extent of the guaranteed percentage of the Debt (as defined under Section 4) or the Guarantee Limit, should the Net Debt exceeds the Guarantee Limit. *Subrogation* Alpega and/or its Insurance Partner shall have full rights of subrogation to the rights of Customer in relation to the principal and the interests with respect to the Debt and to any security related thereto. Customer shall promptly provide any document, information and/or title as may be useful or required for this subrogation and shall agree upon any assignment or transfer (and promptly execute any document related thereto) as may be required towards Alpega and/or its Insurance Partner for said purpose.

The subrogation shall not relieve Customer of its obligations to take any such measures as may be deemed useful or necessary to recover the Debt and to comply with the instructions of Alpega and/or its Insurance Partner in said context.

• **Disputed debts**

In the event of any Dispute arising in connection with a Debt, Payment Guarantee shall be suspended until

the Dispute is fully resolved by final arbitration or court decision binding on the parties involved and enforceable in the Buyer's country.

- **Refusal or return of payment**

Alpega may require a payment made under a Payment Guarantee to be returned if it subsequently appears that this payment should not have been released to Customer under the Agreement (including these STC) or if, in the case of Insolvency of the Buyer, the Debt is not subsequently admitted in the creditors' rank by the appointed receiver/administrator.

A payment under a Payment Guarantee may be refused or shall be returned by Customer if (without limitation): (i) Customer has breached any of its obligations under the Agreement (including the STC), (ii) Customer has made any false, invalid or incomplete statement.

Customer shall immediately transfer to Alpega and/or its Insurance Partner any and all payments relating to the Debt, which Customer would have received directly from the Buyer following the opening of a case by Alpega with the Insurance Partner (such obligation not being limited to 90% of the Debt but covering the full amount thereof).

## 7. **Price**

The Price relating to Payment Guarantee shall be due upon subscription of Payment Guarantee, unless otherwise defined herein. All Prices will be in EURO and tax excluded.

The Price will consist of a transaction fee, which shall be calculated as per the agreed rate at the time of subscription of Payment Guarantee (percentage of the invoice subject to Payment Guarantee).

Alpega reserves the right to apply additional pricing conditions for the DMS services related to the Debt. This will be notified to Customer at the service subscription.

The Price will be invoiced monthly in arrears or otherwise as Notified by Alpega.

## 8. **Cancellation - termination**

Customer agrees that Alpega, in its sole discretion and at any time, has the right to delete or deactivate any User's account, block any User's email or IP address, or otherwise suspend/terminate/cancel the access to or use or benefit of any subscribed Payment Guarantee (or any part thereof)(retroactively or not), immediately and without notice, for any reason including (i) if, at the date of the Delivery, Customer has an Overdue Account exceeding 60 days from the Due Date or an Adverse Information, (ii) if Alpega believes that Customer or any User has acted inconsistently with the terms of the Agreement (including these STC), (iii) any false, invalid or incomplete statement, (iv) default of payment of the Prices due hereunder, (v) termination/suspension of the insurance agreement between Alpega and the Insurance Partner and/or if Alpega does not avail of the insurance benefit for any reason as per the terms thereof. Alpega shall not be liable to Customer or any Third Party for any such termination of Customer's access and benefit to Payment Guarantee. Customer agrees not to attempt to use Payment Guarantee after said termination.

The cancellation/termination/suspension of Payment Guarantee (or any part thereof) by Alpega shall not give rise to any reimbursement to Customer.

## 9. **General**

- **Alpega role - powers**

Payment Guarantee includes a payment protection insurance, which may be offered by the Insurance Partner of Alpega under a credit insurance contract as concluded between Alpega and its Insurance Partner for the benefit of its Customers or which may result from a guarantee granted from a financial institution. Alpega shall neither act as an insurance company, a financial institution nor as the agent, representative, partner, reseller and/or intermediate of the Insurance Partner or the financial institution in the context of the provision of Payment Guarantee.

By subscribing to Payment Guarantee, Customer grants to Alpega all powers and authorisations to be

its exclusive representative towards the Insurance Partner or the financial institution (where relevant) in the context of the use of and for the purposes of Payment Guarantee.

- **Customer qualification - compliance with laws**  
Customer represents and warrants that it is duly and legally qualified to provide the transport services as contemplated in any Transport Contract. Customer further agrees to comply with any and all applicable laws and regulations, in particular as to the provision of the transport services.

- **Audit rights**

Alpega (and/or the Insurance Partner or any other supplier as designated by Alpega for this purpose) reserves the right to carry out audits for the purpose of verifying the compliance of Customer with the terms of the Agreement, subject to reasonable prior notice. Customer shall provide Alpega with all necessary assistance, by providing access to all useful information and documents (including these relating to the Transport Contracts) and shall allow Alpega to carry out all necessary verifications for this purpose.

- **Assignment**

None of the rights in relation to a guaranteed Debt may be assigned by Customer to any Third Party, without the prior written consent of Alpega.