

GENERAL TERMS AND CONDITIONS KOMBI BRAZIL BV

Definition and Scope of the Contract

Article 1

Unless otherwise agreed these Conditions shall be applicable to any form of service provided by KOMBI BRAZIL BV. KOMBI BRAZIL acts as a Freight Forwarder (hereinafter referred to as “KOMBI BRAZIL” or the “Freight Forwarder”). They represent a recognized custom of the trade. These general terms and conditions govern together with the special conditions the full contractual relationship between KOMBI BRAZIL and the customer as contractor of services with the explicit exclusion of any terms and conditions of the customer even if they are more recent. They function retroactively and apply as soon as they are first brought to the customer’s notice at whatever time and in any document whatsoever.

By placing an order or entering into an agreement with KOMBI BRAZIL, the professional customer-contractor confirms to have taken notice of these general terms and conditions and to accept them in full. The customer-consumer shall be deemed to have taken notice of the general terms and conditions and to accept them by signature or by signing the order sheet. The customer-contractor and the customer-consumer are collectively also called “Customer”.

In the event that contradictions occur between the special conditions and the general terms and conditions, the special conditions will prevail.

Article 2

In these Conditions the following definitions apply:

- Customer/Principal: is the Freight Forwarder’s Principal at the instructions of whom and on behalf of whom the Freight Forwarder provides services, information or advice, whether gratuitous or for reward.
- Freight Forwarder: KOMBI BRAZIL conducting business under these Conditions.
- service: is any instruction to forward goods offered, accepted for performance, or performed by the Freight Forwarder, and any related act, any information or advice in respect thereof.
- goods: are all and any goods including their packaging, entrusted to the Freight Forwarder by the Customer. Such goods include all and any merchandise as well as all and any titles or documents that represent or may represent such goods.
- owner: is the owner of the goods to which the service provided by the Freight Forwarder pertains.
- third parties: are any non-contracting parties, in particular any natural or legal persons whom the Freight Forwarder deals with in the performance of his duties.
- The Brazilian exporter: a Brazilian company which buys in the name and on behalf of the Customer the car from the Brazilian owner, to resell it (without any use) to the Customer shortly afterwards, because of the fact that under mandatory Brazilian law only *owners* of a car are allowed to export the car(s) they own.

Article 3

Where the performance of services is concerned, a distinction is made between the Freight Forwarder who acts:

- 1) as a forwarding agent under Belgian law (*commissionnaire - expéditeur*): his duties consist of, *inter alia*, forwarding goods either in his own name or in his Principal’s name, but always on the latter’s behalf, and pursuant thereto in providing all and any such services as may be necessary in respect thereof, performing all and any required formalities and concluding any such agreements as are necessary for such purpose. KOMBI BRAZIL always acts as *commissionnaire-expéditeur*.
- 2) as a principal under Belgian law (*commissionnaire de transport*): in the following cases only, and in no other cases, a freight forwarder shall be regarded as a principal:
 - a) when he performs the carriage of goods in his own name and by his own means of transport,
 - b) when he issues a transport document in his own name,
 - c) when the instructions explicitly show that the Freight Forwarder assumes such obligation.KOMBI BRAZIL never acts as such *commissionnaire de transport*.

Article 4

These Conditions do not imply any waiver of any right by the Freight Forwarder and they cannot give rise to a more extensive liability than that to which he would be subject pursuant to any legislation or regulation applicable in addition to these Conditions.

Article 5

The Customer warrants that the goods entrusted by him to the Freight Forwarder under his instructions are his property or that as an authorized agent of the owner he has the right of control of such goods, and that consequently he accepts these Conditions not only for himself but also for and on behalf of his Principal and for and on behalf of the owner.

Formation and Performance of the Contract

Article 6

Unless otherwise agreed, or unless an event constituting force majeure arises beyond the Freight Forwarder's control, an offer made by the Freight Forwarder shall be valid for 1 business day.

Such an offer shall be based upon existing rates, remunerations, freight charges, currency rates and estimated dates, which are in force at the time when the offer is communicated to the Customer.

Should one or more of these elements be varied, the prices offered shall be adapted accordingly and retroactively. Any change or supplemental work beyond the original offer or agreement proposed by the Customer or made to the original offer or agreement can be accepted by KOMBI BRAZIL subject to the possibility of amending the initially formulated conditions inter alia with regard to the price, terms of payment, execution times and place. Rejection by KOMBI BRAZIL of the proposed amendment does not affect the original agreement.

The Freight Forwarder shall at all times be entitled to charge to the customer all and any amounts charged to him by third parties as a result of improperly calculated freights, costs and rates.

Article 7

The Customer shall undertake to supply to the Freight Forwarder, in advance and not later than at the time of confirmation of the order, any useful information including, but not limited to, the nature of the goods, the method of shipment, the place of taking over and delivery, and the required route and procedure, and in particular any information which the Principal may be presumed to have at his disposal as manufacturer, merchant, owner or consignor of the goods, and which may ensure their preservation, shipment, taking over at the place of departure and delivery at the place of destination.

Article 8

The Freight Forwarder shall not be presumed to examine the correctness of the particulars or the information given by the Customer or the authenticity or regularity of the documents furnished by the Customer. Such information shall be accepted in good faith.

Article 9

In the absence of precise instructions to the contrary or special agreements, the Freight Forwarder shall be at liberty in his choice of means to be used to organise and perform the services to the best of his abilities according to normal business practice, including the groupage of goods.

Article 10

The Freight Forwarder shall be entitled to charge any amounts or fees for his expenses and interventions on a fixed basis, i.e. as a lump sum or an inclusive price.

Article 11

In the performance of his duties, the Freight Forwarder may employ third parties, servants and agents who show normal professional qualifications. The Freight Forwarder can not be held liable for any damages caused by third parties, servants and agents.

Article 12

The Freight Forwarder shall be entitled to keep possession, control or custody of any goods that for some reason could not be delivered, or to take custody of them, and to store the goods at the Principal's cost and risk or at the expense and risk of the goods themselves.

In accordance with the provisions of the Act of 5 May 1872 and/or the Act of 11 July 2013 ("Pandwet"), the Freight Forwarder may sell the goods and apply the proceeds in or towards the payment of his claims.

In the case of dangerous, perishable, flammable, explosive goods or goods that may otherwise cause damage to persons, animals or property, subject to prior notification in writing to the Customer and subject to accountability the Freight Forwarder may destroy, remove or sell the goods on the Customer's behalf and at the Customer's risk.

Article 13

The Freight Forwarder shall be entitled to suspend the performance of his duties if the Customer fails to fulfil or insufficiently fulfils his obligations in any way.

In the event of force majeure, the Contract shall remain in force, unless the performance of the services has become impossible. The Freight Forwarder's duties shall be suspended for the duration of the event constituting force majeure.

In case of specific duties, or activities that are uncommon, particularly time-consuming or that require specific effort, additional fees may be charged at any time. All additional costs caused by force majeure shall also be borne by the Principal.

Article 14

Unless otherwise and previously agreed in writing, the Freight Forwarder shall not be under a duty to guard the goods to be forwarded, nor to have them guarded, nor to have them insured, wherever they are, even out in the open.

Payment

Article 15

The Freight Forwarder provides a pro forma invoice to the Customer, as an advance payment for the services by KOMBI BRAZIL. This pro forma invoice is also issued for the custom clearance and the calculation of customs duties and/or other taxes.

KOMBI BRAZIL shall only be bound to execute the services after the advance has been paid.

All other amounts or fees charged shall be payable to the bank account number of the Freight Forwarder at the Freight Forwarder's registered office, within eight days from the date of the invoice.

Any loss resulting from exchange rate fluctuations is for the Customer's account. Payments not allocated by the Customer himself to the payment of a specific debt, may be applied at the Freight Forwarder's choice to the payment of any amount owed by the Customer.

The Brazilian exporter will provide the Customer with the invoice for the purchase of the car. As stated above, it follows from mandatory Brazilian law that the Brazilian exporter has to buy the car from the Brazilian owner, to immediately (without any use) resell it to the Customer. KOMBI BRAZIL never acts as seller of the car and only provides logistics services concerning the car bought by the Customer from the Brazilian exporter. The Brazilian exporter, nor KOMBI BRAZIL can be seen as legal owner or seller of the car with regard to any defects or losses concerning the car.

Article 16

Any protest against the invoicing or any services and amounts charged must have been received by the Freight Forwarder in writing within 8 days from the date of invoice.

Article 17

The Customer waives any right to rely on any circumstance which might entitle him to suspend payment in whole or in part and waives any right to set-off or counterclaim with regard to all amounts charged to him by the Freight Forwarder.

Article 18

The Freight Forwarder shall not be required to provide security for the payment of freight, duties, levies and taxes or any liabilities whatsoever, should this be required by third parties. Where the Freight Forwarder has provided security, the Customer is under a duty, at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight Forwarder has provided security to third parties.

Article 19

In case of non-payment or late payment of the invoice, an interest of 1% per month shall become due by force of law and without prior notice of default whereby part of a month will count as a full month. In addition, a fixed compensation will become due for each of the invoices and estimated at 10 % of the invoice amount (with a minimum of 125,00 euro and a maximum of 5.000,00 euro per invoice). Moreover, the Customer is required to pay 30,00 euro for each reminder as well as all incurred administrative costs made in this connection without prejudice to any other costs incurred such as recovery costs, legal fees and the costs and fees of the counsellors appointed by KOMBI BRAZIL.

Payments shall first be allocated to the payment of interests, indemnification compensation and any costs and only thereafter to the oldest outstanding invoice.

Any (even partial) non-payment of an invoice at the due date or any default shall result in the immediate exigibility of all invoices, even non-due invoices, that have been issued and sent to the Customer at that time and all facilities in payment shall automatically lapse.

In case of any default, KOMBI BRAZIL reserves the right to postpone or refuse the performance of the services or to consider all agreements with the Customer to be terminated at Customer's expense.

KOMBI BRAZIL has the right to request an advance or a guarantee from the customer at any time, before, during or after the execution of the agreement or to suspend the execution of the agreement until payment has been made or adequate guarantees have been given in failing which KOMBI BRAZIL may cancel the contract without compensation and Customer will be obliged to pay for the services already carried out.

Customer's Duties and Liability

Article 20

The Customer shall undertake and accept liability for the following:

- that his instructions and his description of the goods are complete, correct and accurate;
- that the goods to be entrusted by him to the Freight Forwarder shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked in accordance with the nature of the goods, the place of receipt or destination, and for the purposes for which they are entrusted to the Freight Forwarder;
- that all documents submitted to the Freight Forwarder by the Customer are complete, correct, valid, authentic and not improperly prepared or used;
- that, unless the Freight Forwarder has been informed thereof previously and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature or liable to otherwise cause damage to third parties, persons or property;
- that he will examine all documents submitted by the Freight Forwarder upon receipt and that he will verify whether they are in accordance with the instructions given to the Freight Forwarder.

Article 21

The Customer shall be liable to the Freight Forwarder and he shall indemnify him at his first request:

- against any damage and/or loss resulting from the nature and the packaging of the goods, the incorrectness, inaccuracy or incompleteness of instructions and information, the non-delivery or untimely delivery of the goods to the Freight Forwarder at the agreed time and place of receipt, the failure to provide, or timely provide, documents and/or instructions, and the fault or negligence in general of the Customer and of the third parties employed by him;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder by authorities, third parties or servants and agents, for whatever reason, with regard to the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the service provided on the instructions of the Customer, unless the Customer shows omission for which only the Freight Forwarder is liable;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder in cases where, under Community or national laws and regulations, he is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other taxes.

Article 22

If the claim for which the Freight Forwarder requires compensation or indemnity from the Customer pertains to a customs or other tax claim, and if it is based on instructions with regard to customs received from the Customer or on his behalf, the Customer shall undertake, at the Freight Forwarder's request, to provide a financial guarantee to unconditionally warrant the Customer's liability towards the Freight Forwarder, to the benefit of the Freight Forwarder or to the benefit of a third party designated by the Freight Forwarder.

Freight Forwarder's Duties and Liability

Article 23

The Freight Forwarder shall not be liable for damage caused by third parties or caused by an event constituting force majeure, including, but not limited to, war, riots, strikes, lockouts, boycotts, work congestion, scarcity of cargo, weather conditions, pandemic or any measures or restrictions relating thereto.

Article 24

The Freight Forwarder shall not be liable for damage or loss as a result of theft of goods in his possession, custody or control, unless the Customer shows that the theft took place as a result of circumstances which the Freight Forwarder, in view of the Contract with the Customer, should have avoided or which he should have foreseen, provided that the risk of theft is not for the account of the goods under local regulations or business practice.

Article 25

The Freight Forwarder shall not be liable for any indirect loss or damage, including economic loss or damage, consequential loss or damage and immaterial loss or damage, such as loss of profit, loss of income, damage to third parties, product liability,...

Article 26

The Freight Forwarder shall not be responsible for the lack of or bad result of any instructions to collect money, unless this is proved to have been caused by gross negligence.

Article 27

The Freight Forwarder shall perform his duties with reasonable care, dedication and perception, and he shall be under a duty of normal professional performance of the instructions given to him.

Article 28

The Freight Forwarder's liability shall be limited to that for fault, negligence or omission in the performance of the instructions given to him.

To the extent that such fault, negligence or omission has caused any direct material damage or financial loss to the Customer or third parties, the liability of the Freight Forwarder shall be in any case limited to the price of the goods lost or damaged.

Article 29

The Freight Forwarder shall not be liable for the performance of any contract entered into by him for and on behalf of his Customer with third parties, servants or agents, pertaining to storage, transport, customs clearance or the handling of goods, unless it is shown by the Customer that the defective performance thereof was directly caused by the Freight Forwarder's fault.

Article 30

The Freight Forwarder does not guarantee any fixed time or date for delivery, dates of arrival and departure, unless otherwise previously agreed in writing. The indication of a time or date for delivery by the Principal is not binding upon the Freight Forwarder. The execution and delivery periods provided by the Freight Forwarder should be considered as purely indicative and not binding. The Customer has no right to respond to a delay in the execution or delivery by suspending his obligations, cancelling the contract, any price reduction or claim for damages.

Article 31

KOMBI BRAZIL assists its clients through the entire purchase process, including documentation, (Brazilian) logistics, and vehicle inspection (optional, see art. 32).

KOMBI BRAZIL never acts as seller of the car and only provides logistics services concerning the car bought by the Customer from the Brazilian exporter. The Brazilian exporter, nor KOMBI BRAZIL can be seen as legal owner or seller of the car with regard to any defects or losses concerning the car, even when a pre-purchase inspection took place (see art. 32).

Also the fact that KOMBI BRAZIL takes pictures of the car to record the visible condition of the car before it is transported, does not imply any responsibility of KOMBI BRAZIL concerning the condition of the car. These pictures are made for evidence purposes only in case any damage during transport would occur.

The Customer can only hold the initial Brazilian owner/seller liable for any defects or losses concerning the car.

Pre-purchase inspection

Article 32

To make sure the car is in good condition, KOMBI BRAZIL offers a pre-purchase inspection as an additional service. KOMBI BRAZIL sends an independent expert over that will make a full report and extra pictures and videos about its condition. It is the own responsibility of the Customer to decide whether the car still will be purchased or not. KOMBI BRAZIL bears no responsibility concerning the inspection of the car.

This pre-purchase inspection will be invoiced as an additional cost.

Privilege and Lien

Article 33

Any amounts charged by the Freight Forwarder shall be privileged in accordance with Belgian law and with these Conditions.

Article 34

Any claims of the Freight Forwarder as against his Principal shall be privileged under Article 14 of the Act of 5 May 1872, Article 20,7° of the Mortgage Act, and Article 136 of the General Customs and Excise Act with regard to all goods, documents or monies currently or in the future in his possession, custody or control, regardless of the fact whether the claim pertains in whole or in part to the taking in charge or forwarding of other goods than those in his possession, custody or control.

Article 35

The Freight Forwarder shall have the right to retain the goods and he shall be entitled to sell or dispose of the goods and to apply the proceeds to his claim in full; they shall also serve as security, regardless of the fact whether the Principal is the owner of the goods.

Insurance

Article 36

The Freight Forwarder shall make insurance available to the Principal, for any business related to international carriage at the Freight Forwarder's risk.

The costs of such insurance shall be borne by the Principal.

Prescription and Extinction of Right

Article 37

The Freight Forwarder must be given notice in writing of any claim for damages against him, with reasoned grounds, within 8 days from either the delivery of the goods or the sending of the goods.

Any potential liability of the Freight Forwarder shall be extinguished automatically and definitively when the Customer has retaken delivery of the documents pertaining to a specific operation within the framework of services after the performance thereof without having formulated a reasoned reservation not later than on the 10th day after the sending of these documents by the Freight Forwarder.

Article 38

Any liability action against the Freight Forwarder shall be time-barred as a result of prescription if it is not brought in the Court having jurisdiction within a period of six months.

Prescription shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

Jurisdiction and Administration of Justice

Article 39

Exclusive jurisdiction is deferred to the Courts of the Freight Forwarder's registered office, which is presumed to be the place of formation and performance of the Contract, without prejudice to the Freight Forwarder's right to bring the action before another Court.

Article 40

Legal and arbitration proceedings against third parties shall not be conducted by the Freight Forwarder unless he agrees to do so at the Principal's request and for and on the Principal's behalf.

Article 41

All legal relations governed by these Conditions shall exclusively be governed by the laws of Belgium.