

1. These general terms and conditions, along with the specific terms available at www.inflow.lu, apply to the offers and/or contracts of the company Inflow. By requesting the shipment of items (documents, parcels, pallets, etc.), you accept them without reservation and waive the application of your own terms and conditions. If your shipment is handled by a third party, that party is assumed to be acting on your behalf. Specific conditions set out in the transport letter provided by Inflow also apply. You agree to complete it fully, accurately and legibly, as well as the labels and any additional documents required by Inflow. Any specific instructions are indicated there (personal delivery, call the customer if delivery is refused, etc.). If Inflow completes all or part of the consignment note, it is deemed, unless proven otherwise, to have acted on your behalf. Inflow is not obliged to verify the information you provide. Inflow cannot deliver to a P.O. box. You must provide Inflow with all documents and information required or useful in connection with the shipment, particularly for customs and police formalities. You remain solely responsible for the consequences (including loss, damage, non-delivery or delayed delivery) of any inaccurate, illegible or incomplete information on the consignment note, labels or any supporting documents, as well as for any absence, insufficiency or irregularity in the documents or information provided to Inflow.
2. You are solely responsible for the proper packaging of the shipment. Fragile shipments must be clearly marked as such. Inflow may inspect the packaging, but is not obliged to do so. If Inflow considers the packaging inadequate, the shipment may be refused or repackaged by Inflow at an additional cost. The handling, loading, securing and unloading of the shipment are the responsibility and at the expense of the sender or the recipient. Any damage that may result is presumed to have been caused by these handling operations.
3. Inflow reserves the right to refuse any shipment and does not transport the following items in particular: live animals, cash, securities, negotiable instruments, precious metals, weapons and ammunition, items of exceptional value (e.g. works of art, antiques, furs), dangerous or high-risk shipments, foodstuffs, medicines, narcotics, radioactive materials, as well as any items whose trade, possession or transport is illegal or contrary to public morals in the country of dispatch, destination or transit, or which are not accompanied by the documents required by customs or police regulations. This list is not exhaustive. You are obliged to know and, if necessary, verify the legality and compliance of the shipment as well as the accuracy and validity of the accompanying documents. You must declare to Inflow the nature of the shipment to be sent. You acknowledge that you have full knowledge of the contents and characteristics of the shipment and have supervised its packaging, without any third party involvement. Inflow has the right, though is not obliged, to inspect the nature and condition of a shipment by any means (including X-rays).
4. Under applicable law and subject to any exceptions therein, Inflow, in its capacity as a support PSF, as well as all persons in its service, are bound to maintain professional secrecy regarding all facts they have become aware of in the course of providing their services. However, in accordance with the provisions relating to the fight against money laundering and terrorist financing, Inflow is obliged to inform the Public Prosecutor's Office at the District Court of Luxembourg of any facts that come to its attention which may be an indication in this context (e.g., a request to transport shipments related to illegal activities). Inflow is also required to identify and verify the identity of its customers and, where applicable, their beneficial owners. You undertake to provide Inflow with all information and documents requested in this context as promptly as possible.
5. Inflow has the broadest discretion in organising its services and may, in particular, carry out transport by any means, routes and stops, and may subcontract all or part of the transport or delivery. In the event of subcontracting, these general terms and conditions shall also apply to the relationship between you and the subcontractor.
6. Delivery times are provided for guidance only, but Inflow will use reasonable efforts to meet them, without however assuming any liability. In any case, and where, by way of derogation from these terms, a fixed delivery time is agreed with you, Inflow's liability shall be limited to the transport price.
7. The shipment is delivered to the address you specify and may be handed over to anyone present there who claims to be authorised to receive it. It may, upon written instruction from the customer, be left in a designated place (e.g., mailbox, etc.). Unless expressly agreed otherwise, Inflow is not obliged to notify you or the recipient of the shipment's arrival. If you require a personal delivery to a specific individual, you must provide explicit written instructions on the consignment note. If delivery in accordance with the instructions is not reasonably possible (e.g., refusal of transport by Inflow, refusal of acceptance or payment by the recipient, recipient absent, unidentifiable or untraceable, customs or police issues, etc.), Inflow will use reasonable efforts to obtain new instructions from you or will return the shipment to you. Any redelivery and return may be charged to the customer without refund of the transport price. If the shipment cannot reasonably be returned to you (due to refusal by the customer, the customer's absence or untraceability, customs or police issues, etc.) or if you refuse to pay the return costs, Inflow shall be entitled to consign, sell or destroy the shipment, with any proceeds from the sale applied towards the costs (including transport, handling, transactional fees, etc.), and the balance held at your disposal. Any new instructions must be given before delivery to the recipient, with reasonable notice, in writing and upon presentation of the consignment note. Failing this, the shipment will be delivered in accordance with the original instructions.
8. In the event of loss or total or partial damage to a shipment, Inflow's liability shall be limited to direct damages and the total amount of the service concerned or the higher of €100/shipment or €12/kg gross missing or the actual cash value of the shipment. Upon written request prior to the delivery of each shipment, you may take out insurance for an additional premium. Failure to take out higher coverage shall constitute a release of liability for Inflow. In the event of loss or total or partial damage to a shipment, as well as in the event of non-delivery or delay in delivery of a shipment, Inflow shall in no event be liable for any indirect damages suffered by you, the recipient or any third party, such as loss of business, loss of revenue, loss of opportunity, loss of reputation, breach of a contract with a third party or any other indirect damage, even in cases where Inflow has been informed of the possibility of such damage occurring. Inflow shall not be held liable for any damage suffered by you in the event of loss or total or partial damage to a shipment, non-delivery or late delivery due to force majeure, such as natural disasters, accidents, fire, assault, war, riot, revolt, strike, demonstration, traffic interruption or increase, lack of means of transport, snow, ice, fog or any other natural or human event delaying or preventing the total or partial delivery of the shipment.

In the event of force majeure, damage, loss or delay in delivery shall be presumed to be related to the occurrence of such event. Inflow cannot under any circumstances be held liable for any damage you may suffer in the event of loss or total or partial damage to a shipment if such loss or damage is the result of a third party, including theft; or the packaging provided by you, or the nature of the item transported; or any general breach of your obligations. Loss or damage is presumed, unless proven otherwise, to be caused by the nature of the item when, due to inherent characteristics, the item is exposed to particular risks (e.g., breakage, oxidation, drying out, leakage, pests, etc.). In the event of loss or misuse of documents entrusted to Inflow or accompanying the consignment note, Inflow's liability shall not exceed that applicable in the event of loss of the shipment. Inflow assumes no liability towards third parties to the contract, including the recipient. In general, Inflow is not liable if it can prove that it took all necessary measures to prevent damage or that it was impossible for it to do so.

9. In the event of total or partial loss or damage to a shipment, non-delivery, or late delivery, you must notify Inflow of the claim by registered letter within seven working days from the receipt of the shipment or from the expected delivery date. Failure to meet this deadline will result in the forfeiture of your right to claim any compensation from Inflow. The parties agree to communicate electronically in writing, to the contact persons and e-mail addresses exchanged and kept up to date between them. Formal notifications and notices of default must be sent by registered mail, which may be electronic in accordance with the law, to the aforementioned e-mail addresses.

Filing a claim does not entitle you to withhold payment of amounts owed to Inflow.

10. The parties may process personal data in the course of performing the contract. They undertake to comply with applicable laws and regulations regarding the protection of personal data and privacy, and to process such data in accordance with the "Personal Data Notice" available on our website, which forms part of the contractual documentation. Requests for access to and correction of personal data may be made by the data subject at the address provided. Inflow may use personal data for commercial prospecting purposes, solely within the scope of its activities, unless the data subject objects.

This data will only be disclosed to third parties for the purpose of performing the transport contract (subcontracting). The data will be retained for as long as the service is provided and legal obligations require. It is necessary to provide the personal data essential for the proper execution of the transport contract; otherwise, the contract cannot be fulfilled.

11. The general rate provided by Inflow is for guidance only. Inflow reserves the right to change this rate at any time. The most recently published rates shall apply. Inflow reserves the right to offer a different rate at the time of contract conclusion, taking into account the volume, weight or characteristics of the shipment, or the conditions of transport or delivery. If necessary, Inflow may apply a fuel surcharge at a variable rate linked to the price of oil. You will reimburse Inflow for all expenses (including fees, duties, taxes, damages, and fines) it may incur in connection with the shipment. The transport price is payable upon delivery of the shipment. By way of derogation from this principle, Inflow may issue invoices payable immediately, net and without discount, within seven days of receipt of the invoice.

12. Any modification of the contract, including these general terms and conditions, must be agreed in writing by Inflow's management. No employee, agent or subcontractor of Inflow is authorised to waive or modify any provision.

13. For international goods transport, specific conventions may apply:

- by road: when the place of collection of the goods and the place designated for delivery are located in two different countries, the transport may be subject, notwithstanding any contrary clause, to the regime established by the Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956;

- by air: If the transport includes a final destination or a stopover in a country other than the country of departure, it may be governed by the Warsaw Convention of 10 October 1929 for the Unification of Certain Rules Relating to International Carriage by Air, amended in The Hague on 28 September 1955, which generally limits the liability of carriers in the event of loss or damage to goods. If transport is carried out partly by air and partly by road or other means of transport, it is presumed, unless proven otherwise, that any loss or damage occurred during the air journey.

14. If any provision of these terms and conditions is invalid, this shall not affect the validity of the remaining provisions or the contract.

The contract concluded between you and Inflow is subject to Luxembourg law. The courts of Luxembourg shall have jurisdiction in the event of any dispute.

Inflow

Public limited company under Luxembourg law

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www.inflow.lu

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Share capital: €124,000 Trade and Companies Register: B38255