

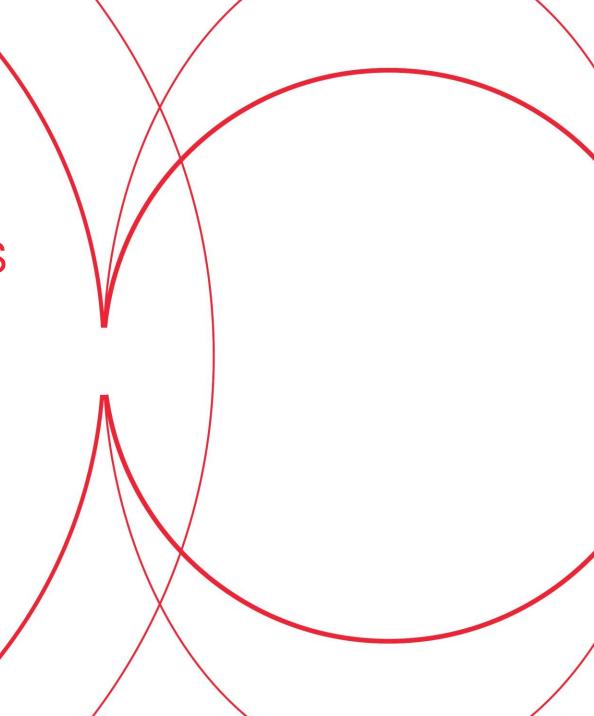
TERMINAL HANDLING CHARGES WORLDWIDE FLIGHT SERVICES HOLLAND B.V 2025

<Restricted>

<Restricted>

Effective January 1<sup>ST</sup>,2025 until December 31<sup>ST</sup>, 2025

"WFS HOLLAND B.V RESERVES THE RIGHT TO CHANGE PRICING DURING 2025 IF CIRCUMSTANCES SO MERIT "





# 1 IMPORT CHARGES

unit charge in €uro

minimum charge in €uro

# 1.1 Customs and warehouse facilities charges, per shipment (based on chargeable weight (CW))

a. General Cargo per kg	€ 0,172	€45,95
b. ULD Container	€ 97,25	
c. ULD Pallet 10 ft	€ 188,00	
d. ULD Pallet 16/20 ft	€ 295,00	

ULD rate will be charged when (M)AWB and flight manifest are made up as complete ULD's.

If a shipment consists of a mix between ULD and loose kgs and the split is not clearly indicated on the AWB, the complete weight will be charged at the loose rate.

Shipments for BIP will be invoiced as per minimum warehouse facilities charges.

The above charges apply only for customers with an import account at WFS Holland BV.

Recipients without an account are charged as per Paragraph 1.12.

1.2	Use of Kiosk for import pickup	Free of charge
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Non-use of Kiosk for import pickup, per AWB	€ 9,40

# 1.3 Mail Handling, per kg € 0,17

## 1.4 Mail scanning

Upon request of and scanners provided by carrier

Per bag	€ 0,14	€ 18,15
Per ULD	€ 11,75	€ 18,15

# 1.5 Breakbulk Charges, per kg (based on chargeable weight (CW)) € 0,44 € 73,75

Splitting shipments on HAWB level

Request for Breakdown must be done 24 hours in advance

by email: import.ams@wfs.aero Subject to availability

# 1.6 Breakdown of shipper-built unit, per kg (based on chargeable weight (CW)) € 0,21

Request for Breakdown must be done by email: <a href="mailto:import.ams@wfs.aero">import.ams@wfs.aero</a>

Subject to availability



1	IMPORT CHARGES	unit charge in €uro	minimum charge in €uro
1.7	Bank Shipments, admin fee per shipment	€ 62,50	
1.8	Human Remains surcharge, per shipment	€ 207,25	
1.9	Collect of CC charges/Other Charges or as per IATA regulations	5% of total amount	€ 65,00
1.10	Priority Breakdown  Per kg per kg (based on chargeable weight (CW))	€ 0,124	€ 158,75
	Upon request priority breakdown can be arranged, shipments arriving on pax flights can be coll shipments arriving on freighters 4 hours after ATA. WFS reserves the right to refuse a request. Request for Priority Breakdown must be done 8 hours before STA by email: prioritybreakdown.a	•	
1.11	Temperature Report, per reading	€ 28,00	
1.12	Private Consignees		
1.12	EU shipments per kgs (based on chargeable weight (CW)) (excluding VAT)	€ 0,54	€ 75,60
1.12	•	€ 0,54 € 0,70	€ 75,60 € 106,25
1.12	EU shipments per kgs (based on chargeable weight (CW)) (excluding VAT)	·	·
1.13	EU shipments per kgs (based on chargeable weight (CW)) (excluding VAT)  Non-EU Shipments per kg (based on chargeable weight (CW))	·	·
	EU shipments per kgs (based on chargeable weight (CW)) (excluding VAT)  Non-EU Shipments per kg (based on chargeable weight (CW))  Storage charges apply as mentioned in Paragraph 3 for shipments over 150 kgs	€ 0,70	•
1.13	EU shipments per kgs (based on chargeable weight (CW)) (excluding VAT)  Non-EU Shipments per kg (based on chargeable weight (CW))  Storage charges apply as mentioned in Paragraph 3 for shipments over 150 kgs  Processing OK to Forward, per requests  Closing of NCTS(5)/T1 document, per document (max 10 lines)	€ 0,70 € 41,75 € 48,75	·



**2 EXPORT CHARGES** 

unit charge in €uro

minimum charge in €uro

2.1 Export Documentation Check (EDC)

per AWB € **9,70** 

2.2 Not Ready For Carriage (NRFC) Shipments

(As per ACN - Air Cargo Netherlands definitions)

Cargo Not Ready for Carriage, p/kgs (based on chargeable weight (CW)) (Reason C or D)

Pre-announced **€ 0,11 € 68,00** 

Max charge of € 454,00 per AWB or truck is applicable when pre-announcement is sent at least 4 hours before actual delivery to <a href="mailto:nrfc.ams@wfs.aero">nrfc.ams@wfs.aero</a> The use of external equipment will be charged in addition as per external company rate (plus 15 % administration charges).

Without pre-announcement € 0,11 € 68,00

Documentation not Ready for Carriage, per AWB (Reason A, B, E or F) € **68,00** 

None compliance with NCTS-5 conditions will be considered as NRFC reason B.

Charges apply to all shipments where AMS is first point of acceptance (all shipments not arriving on Airline manifest). When issuing agent doesn't have an account with WFS Holland B.V., the service will be charged to the carrier.

All BUP shipments will be accepted following an inspection. This inspection will include checks on netting, contour, and strapping. If any non-compliances are found that compromise safety or fail to meet airline standards, the shipment will be refused and reloaded back into the trailer. A fee of € 65,00 per BUP will be charged.

## 2.3 Correction for delivery without or incomplete messages

(same shall apply for checking the message content):

 FWB, per AWB
 € 27,25

 FHL, per HAWB
 € 25,00

2.4 Reweigh of Shipments

per kg (actual weight) and per AWB € 0,08 € 19,00

WFS will always check the weight, above charges will be applied only when the weight difference exceeds 5% of AWB weight.



# **2** EXPORT CHARGES

unit charge in €uro

minimum charge in €uro

## 2.5 Dangerous Goods Check, as required per commodity

Check per document (1 UN entry) for shipments requiring a DGD

Paper DGD € 109,50 e-DGD € 91,25

per additional UN entry on same AWB

Radioactive Check (RRY/RRW)

Temperature Report, per reading

Paper DGD **€ 153,00** 

e-DGD **€ 127,50** 

Per additional UN entry on same AWB (RRY/RRW)

Paper DGD € 15,30

e-DGD € 12,75

Dangerous Goods shipments without statement € **50,50** 

Excepted Quantity Check € 41,00

Transit Dangerous Goods € 37,65

Stopped Dangerous Goods due to non-compliance per document, per document € 650,00

Hidden / Undeclared Dangerous Goods Charge per document € 1.000,00

# 2.6 AVI Check

per AWB

recheck charge

€ 85,25

€ 172,00

# 2.7 Pharma check

per AWB (one parcel included)

Additional charge per parcel

recheck charge (one parcel included)

Additional charge per parcel

€ 3,00

€ 133,00

€ 6,00

mandatory as per current IATA Perishable Cargo Regulations

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€ 28,00



2	<b>EXPORT CHARGES</b>	unit charge in €uro	minimum charge in €uro
2.8	Perishable Check, non-pharma per AWB recheck charge	€ 39,00 € 80,00	
2.9	Other None Specified (Pre-)Check	as per paragraph 4.3	
2.10	Refused Dangerous Goods Shipments stored in DG storage area	€ 22,50	€ 104,50
2.11	ADR Documentation per truck or flight number	€ 100,75	
2.12	Goods Withdrawal Out of WFS Warehouse Charges for shipments to be recollected (by Forwarder) after acceptance of freight per kg (based on chargeable weight (CW))	€ 0,12	€ 112,75
2.13	Preparation of T-document, to airside approved receiver  NCTS  NCTS 5 when implemented (first 10 positions included)  NCTS 5 when implemented (per additional position)  excluding goods susceptible to fraud	€ 126,25 € 175,00 € 5,00	
	Preparation of T-document, to other than airside approved receiver  NCTS  NCTS 5 when implemented (first 10 positions included)  NCTS 5 when implemented (per additional position)  excluding goods susceptible to fraud	€ 156,75 € 250,00 € 10,00	
	Customs penalties will be charged to the customer at cost for each transit document that is not conform and for which the liability of WFS Holland is not involved.		
2.14	Preparation CMR document	€ 48,60	



2	<b>EXPORT CHARGES</b>	unit charge in €uro	minimum charge in €uro
2.15	Human Remains surcharge, per shipment	€ 187,25	
2.16	Additional charge for late acceptance of goods, upon request per kgs (based on chargeable weight (CW)) (AWB)	€ 0,115	€ 158,00
	Upon request and when allowed by the carrier acceptance outside of set timings can be arranged.  WFS reserves the right to refuse a request. Request must be done 5 hours before STD by email to: export	ams@wfs.aero	
2.17	Mail Handling per kg excluding security screening	€ 0,17	
2.18	Mail scanning		
	Per bag	€ 0,14	€ 18,15
	Per ULD Upon request	€ 11,75	€ 18,15
2.19	NOTOC Documentation per specified Document	€ 78,00	
2.20	ECS/AES Completion, per MRN		
	For foreign issuing agents, will be charged to carrier.	€ 24,25	
	For local agents, will be charged to issuing agent.	€ 40,50	
	For local shipments ECS entry in E-cargo receipt will be checked on acceptance.  When data of a local shipment is missing, entry will be done by WFS and invoiced to issuing agent.  All ECS completions must be requested by e-mailing <a href="mailto:bterbrugge@wfs.aero">bterbrugge@wfs.aero</a> and <a href="mailto:export.ams@wfs.aero">export.ams@wfs.aero</a> If ECS completion is not done due no request, charges from 5.1 Customs File Handling may apply.		
2.21	Labelling of shipments		
	per label	€ 5,75	€ 72,25



# 3 STORAGE CHARGES

unit charge in €uro

minimum charge in €uro

All storage will be calculated based on chargeable weight (CW), for part-shipments the standard way of splitting the Kgs by using the average weight per piece will be maintained.

For all import shipments, storage period will start after first NFD/NOA has been send, shipper/issuing agent will be responsible for mentioning correct consignee details on (e)AWB. Below Charges are also applicable during the period shipments are on hold by local authorities or other authorized parties

3.1	Import General Cargo, per 100 kg based on chargeable weight per calendar day Free storage first 16 hours for import, per shipment*	€ 13,50	€ 71,55
3.2	Export/Transit General Cargo, per 100 kg based on chargeable weight per calendar day Free storage first 36 hours for export, per shipment	€ 13,50	€ 71,55
3.3	Cool Storage, per 100 kg based on chargeable weight per calendar day  No free storage for import, 24 hours free storage for export/transit*  Perishables in refrigerator not subject to veterinary control	€ 17,55	€ 80,55
3.4	Dangerous Goods Storage, per 100 kg based on chargeable weight per calendar day No free storage for import, 24 hours free storage for export/transit*	€ 17,55	€ 80,55
3.5	Radioactive storage, per 100 kg based on chargeable weight per calendar day  No free storage for import, 24 hours free storage for export/transit*	€ 27,25	€ 119,25

- Charged an additional € 2,000,00 administration fee.
- Held liable for any fine, penalty or other charge resulting from shipments not being collected within 48 hours.
- Embargo's can be placed on specific import agents when repeated offences occur.

<sup>\*</sup> After 72 hours, an additional 75% will be charged over the full storage amount for all Import shipments. (Except radioactive shipments see below\*\*)

<sup>\*\*</sup> As per local regulations (ANVS) the storage of radioactive shipments is not allowed beyond 48 hours. Therefore, Import agent that don't collect shipments within 48 hours will be:



# 3 STORAGE CHARGES

unit charge in €uro

minimum charge in €uro

## 3.6 Pharma Storage, per 100 kg based on chargeable weight per calendar day

No Free storage for import\*, 16 hours free storage for export & transit

€ 17,55

€ 80,55

- Max allowed storage period is 72 hours
- Limited ULD storage possible
- No Dangerous Goods allowed

For capacity control, please send pre-alert 48 hours before arrival of shipment to <a href="mailto:pharma.ams@wfs.aero">pharma.ams@wfs.aero</a> including the following details:

- AWB number
- Flight details
- Proposed delivery/pick-up time and date
- Number of pieces
- Weight and dimensions
- Temp range
- Dangerous goods Y/N

External storage solution available by third party provider when required for extra capacity, storage longer than 72 hours and Pharma DG.

## Rates and conditions upon request.

The contamination principle and outcome of the pharma check determine if pharma storage is needed.

The pharma check "is not limited to" the following items:

- Pharmaceuticals and single temp ranges is mentioned on the AWB
- Shipment is booked as Pharma with PIL SHC
- Correct TTSG label(s) on the package(s)

<sup>\*</sup> After 72 hours, an additional 75% will be charged for all Import shipments.



# 4 OTHER FACILITIES

4.1 Truck loading / offloading

per kg (based on chargeable weight (CW))

4.2 Transport to / from Aircraft or Platform

per transfer (maximum 5 dollies or 6 cargo carts)

4.3 Manpower including supervision and visitor escort

- Per ½ hour and per agent

On working days between 08h00 and 20h00

- Per ½ hour and per agent

On Saturdays, Sundays, Public Holidays and between 20h00 and 08h00

4.4 Use of Equipment

- Hydraulic pump vehicle, per ½ hour

- Forklift with driver < 3 tons, per ½ hour
- Forklift with driver 3 8 tons, per ½ hour (Import/Export)
- Aircraft Engine Dolly per day (On request)
- External equipment

# 4.5 (Re)Packing

# 4.6 Transfer of Goods to BIP

per Kgs (based on chargeable weight (CW))

The following transfer times apply when arriving as:

- Dedicated ULD's Within 2 Hours of ATA

- Mixed ULD's (breakdown needed) Within 4 Hours of ATA

- Bulk Within 2 Hours of ATA

unit charge in €uro

minimum charge in €uro

€ 0,20

€ 60,75

€ 136,00

€ 82,00

€ 165,00

€ 31,00

€ 224,50

€ 274,50

€ 864,00

As per external company rates

(plus 15 % administration charges)

As per external company rates

(plus 15 % administration charges with a minimum of € 150,00)

€ 0,072

€ 169,25



4	OTHER FACILITIES	unit charge in €uro	minimum charge in €uro
4.7	Transfer of Human Remains to Mortuary per transfer (maximum 5 dollies or 6 cargo carts)	€ 136,00	
4.8	Transfer of Goods to Customs Scan per transfer (maximum 5 dollies or 6 cargo carts)	€ 136,00	
4.9	Transfer of cargo, mail and supplies to another Airline or Handler per kgs If the waiting time exceeds 1 hour, WFS will charge manpower, as per paragraph 4.3. When shipment is refused customer will also be charged.	€ 0,072	€ 72,25
4.10	Security Screening by EDD (free running)  per Kgs and per AWB  Weekday (Monday till Friday 12:00)  per Kgs and AWB  Weekend (Friday 12:00 till Sunday) / Night (24:00 – 07:00) / Public Holidays  All other methods upon request	€ 0,108 € 0,13	€ 140,00 € 270,00
4.11	Security Infrastructure Fee, per kg (as per national security program) Flown Kgs Trucked Kgs	€ 0,0159 € 0,0099	
4.12	Supplies  loose plastic per meter (extra layer) per layer for 10 ft ULD (extra layer) per layer for 16 or 20 ft ULD Wooden board per m (0 – 3 cm, fumigated) Wooden beams per m (+ 5 cm, fumigated) Wooden pallets per piece (fumigated) Dangerous Goods Tags	€ 4,10 € 21,25 € 37,50 € 17,55 € 29,50 € 29,50 € 3,80	

unit charge in €uro



minimum charge in €uro

# 4 OTHER FACILITIES

4.13	Equipment Straps per piece Stud fitting for ULD, per piece Corner rope for cargo net, per m Pipe-covers per piece	€ 37,00 € 12,75 € 4,60 € 282,00	
4.14	Pick-up / Disposal / Destruction of Refused Shipment per kg (based on chargeable weight (CW)) excluding external cost of destruction, customs fee, penalties, VAT and taxes.	€ 0,20	€ 283,50
4.15	Wrapping pallets (shrink foil) per ULD per skid	€ 70,00 € 25,00	
4.16	Protection covers / blankets on request ISO-thermic covers per m Absorption Blankets (180cm x 250cm)	€ 32,75 € 30,75	
4.17	Valuable Transport by Ramp Escort  36 Hour Pre-alert needed otherwise ADHOC rate will be charged  Minimum charge	As per external com (plus 15 % administration)	•
	Mon/Fri 0700-1800 Mon/Fri 1800-2400 Weekend/night/holidays ADHOC	€ 165,25 € 197,75 € 222,75 € 231,25	



minimum charge in €uro

# 4 OTHER FACILITIES

part thereof	€ 8,75	€ 139,50

unit charge in €uro

# 4.19 (Re)Charging electric powered unit, per container, per hour or part thereof

Minimum charge includes first 3 hours

# 4.20 Handling ULD stack / Empty container

- Preparation empty pallet stack, per stack	€ 124,75
- (Un)loading empty pallet stack, per stack	€ 75,00
- (Un)loading empty ULD, per unit	€ 17,25
- Transfer of empty ULD to/from airside or another handler	€ 132,50
- Transport of empty equipment to/from ramp, per transport	€ 132,50
- Storage of empty container, per calendar day, per unit***	€ 10,75
- Storage of empty pallets, per calendar day, per 10 units or part of***	€ 10,75
- (Electric powered) ULD acceptance check	€ 39,25
- Additional Equipment / Stock / ULD Inventory - Per Inventory	€ 71,00
- Affixing / removing nets, per net	€ 23,50
- Preparing and loading of supplies/consumables, per service	€ 25,00

<sup>\*\*\*</sup> Storage of ULDs beyond airline allocation will be applicable and invoiced after 7 days (per unit)

## The requirements of stacks being returned are as follows:

- No debris on the stacks (cardboard, plastic straps, wood etc.)
- Nets need to be inside of the stacks and not sticking out.
- A minimum of 1 x strap to be used over the long side.
- Wooden pallets are preferred instead of plastic pallets.
- ULD's need to be separated by airlines and types of ULD.

WFS reserves the right to refuse stacks not presented according to the above requirements, If ULD-control decides to unload a stack not prepared in accordance with these requirements, (Un)loading empty pallet stack, per stack fee plus a surcharge of 25% will be invoiced.

€ 90,00



4	OTHER FACILITIES	unit charge in €uro	minimum charge in €uro
4.21	Temperature controlled transport on airside, per shipment, on request (maximum 2 m3 per shipment for heated transport)	€ 240,00	
4.22	Fire blanket Cover* handling (applying/removing), per unit * Provided by the Airline	€ 86,50	
4.23	Regulatory check/correction fee (EBR/ACAS/PLACI etc.) Check fee per AWB Correction fee per AWB	€ 4,00 € 25,00	

Car check, per check

4.24



5	OTHER SERVICES	unit charge in €uro	minimum charge in €uro
5.1	Customs File Handling, per document excluding penalties and taxes	€ 238,50	
5.2	Administration, requests, permits, Customs file handling for shipments destined for destruction excluding penalties, taxes and costs under chapter 3 and 4.14 or 4.18	€ 255,00	
5.3	Correction of (electronic) paperwork after delivery of goods administration fee per (electronic) document (Import/Export)	€ 43,75	
5.4	Provide digital pictures upon request per 5 pictures and per AWB	€ 39,50	
5.5	Copy of invoice and / or documentation per page dated not older than one year per page dated older than one year	€ 4,50 € 0,72	€ 37,50
5.6	Administration Fee for paper invoice (no E-invoice)	€ 8,95	
5.7	Irregularity file handling	€ 235,25	
5.8	Manual Input Missing FFM ex Outstation / per Flight	€ 58,50	
5.9	Manual input of booking data for export flight in case of missing FBL FBL not received electronically in GHA system	€ 64,75	
5.10	Manpower camera viewing (CCTV)  - Per ½ hour on office days between 08h00 and 17h00  whenever the camera images show that WFS can be held responsible for mishandling, the cost for viewing will not be charged to the customer.	€ 82,00	
5.11	POD request	€ 42,50	



# **5 OTHER SERVICES**

5.12 Converting electronic data into printed documents,
per page (Import/Export)
 5.13 Admin fee for customized invoice system input upon consignees' request
Per invoice/overview

# 5.14 Other, non-standard handling services (Import/Export)

Handling services, which are not specifically mentioned on this list, are upon request.

## For that, please contact:

Mr. Stephane Scholving - Managing Director: <a href="mailto:sscholving@wfs.aero">sscholving@wfs.aero</a>
Mr. Norbert van der Laan - Accounting Manager: <a href="mailto:nvanderlaan@wfs.aero">nvanderlaan@wfs.aero</a>

Mr. Sjoerd Verlaat - Commercial Manager (interim): <a href="mailto:sverlaat@wfs.aero">sverlaat@wfs.aero</a>

Mr. Emilio Varas Baez - Service Delivery Manager : <a href="mailto:evarasbaez@wfs.aero">evarasbaez@wfs.aero</a>

unit charge in €uro

€ 5,75

€ 56,75

minimum charge in €uro



# WFS GENERAL TERMS AND CONDITIONS OF SALE

#### Article 1 - PURPOSE AND SCOPE

The purpose of the present General Terms and Conditions is to govern the contractual relations between an Instructing Party and WFS, with regards to any undertaking or transaction pertaining but not limited to ramp services, cargo and mail services, support services and any other logistic services provided by WFS. The General Terms and Conditions prevail over any other general or special term and condition issued by the Instructing Party. Where special terms and conditions are agreed with the Instructing Party, and unless otherwise provided, the General Terms and Conditions are applicable.

#### Article 2 - PERFORMANCE OF THE SERVICES

The Instructing Party shall issue all necessary instructions in due course to WFS for the performance of ramp services, cargo and mail services, support services, and any other logistic services. Unless otherwise agreed between the parties, WFS is not required to verify documents (commercial invoice, packing note, etc.) provided by the Instructing Party. Any delivery-specific instruction (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) shall be made in writing in a duplicated order for each service and shall be expressly approved by WFS.

#### Article 3 - OBLIGATIONS OF THE INSTRUCTING PARTY

Declaratory Obligations: The Instructing Party shall be solely liable for all the consequences resulting from any failure to perform the duty of information and declaration regarding the specific nature and the specificity of the goods where the latter require specific provisions, including their value and/or any covetousness they may cause, as well as their dangerousness or fragility. The Instructing Party shall be solely liable, with no right of redress against WFS, for any consequences resulting from erroneous, incomplete, unenforceable or delayed declarations or documents, including but not limited to the information needed for the provision of any declaration required by customs regulations, notably for the transportation of goods shipped from third countries.

Customs formalities: The Instructing Party shall hold the WFS customs representative harmless against any financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the payment of additional duties and / or taxes, freezing or seizure of the goods, and fines etc., to/by the relevant public authority. If the goods are customs cleared under a preferential status that was entered into or granted by the European Union or any other countries custom's authority, the Instructing Party guarantees that it has taken all the steps pursuant to customs regulations, to ensure that all conditions for the preferential status process have been fulfilled. WFS shall not be liable for any goods failure to comply with the said quality or technical standardization rules.



#### Article 4 - LIABILITY AND INSURANCE

For any evidenced prejudice attributed to the WFS, the latter shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach of agreed services. In no event shall WFS be liable to the Instructing Party for any loss of profit, loss of use, loss of goodwill, loss of reputation, loss of revenue, loss of anticipated savings, loss of business, loss of contract, or for any incidental, special, indirect or consequential loss or damage, or punitive, exemplary or non-compensatory damages, incurred or sustained by the Instructing Party arising out of or in connection with WFS's performance of the services. Damages are strictly limited to the amounts set forth hereunder.

The liability of WFS is limited to that incurred by the substituted parties in the framework of the operation entrusted to WFS.

Unless the Parties agreed otherwise, where WFS's personal liability is incurred, for any reason and in any capacity, it shall be

strictly limited for damages to goods attributable to losses and damages during the operation, and any consequences resulting thereof, to €20 per kilogram of gross weight of missing or damaged goods, without exceeding, regardless of the weight, volume, sizes, nature or value of the respective goods, an amount exceeding €750 per disputed package or unit load with a maximum amount of €60,000 per event.

Should WFS's personal liability be incurred for any other damages, the compensation owed by WFS shall be strictly limited to the price of goods transportation (exclusive of duties, taxes and miscellaneous costs) or to that of the service leading to the damages as provided under the contract. Such compensation shall not exceed that which is owed in the event of goods damages or losses.

WFS is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which WFS operates and is engaged.

#### Article 5 - PAYMENT TERMS

Services shall be payable cash on receipt of the invoice, where the invoice is issued, and in all instances, within 30 days as from the issuing date. The Instructing Party guarantees the settlement thereof. Any invoice received shall be disputed, in total or in part, within 10 calendar days of its receipt. If only part of the invoice is disputed, the non-disputed part shall be paid as per the present terms and conditions.

All payments shall be done by direct debit or bank transfer and without set-off, counterclaim, reduction or diminution of any kind or nature. No discount shall be granted for any early payment issued before the due date as appearing on the invoice.

Any delay in payment shall automatically entail, on the day following the settlement date as appearing on the invoice, late payment penalty fees.



#### Article 4 - LIABILITY AND INSURANCE

For any evidenced prejudice attributed to the WFS, the latter shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach of agreed services. In no event shall WFS be liable to the Instructing Party for any loss of profit, loss of use, loss of goodwill, loss of reputation, loss of revenue, loss of anticipated savings, loss of business, loss of contract, or for any incidental, special, indirect or consequential loss or damage, or punitive, exemplary or non-compensatory damages, incurred or sustained by the Instructing Party arising out of or in connection with WFS's performance of the services. Damages are strictly limited to the amounts set forth hereunder.

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Any delay in payment shall automatically entail, on the day following the settlement date as appearing on the invoice, late payment penalty fees.



#### Article 6 - COMPLIANCE WITH LAWS AND DATA PROTECTION

Each Party undertakes to comply with all applicable national or international regulations and in particular with all applicable laws and regulations including but not limited to all antitrust, fair competition, anti-money laundering, anti-bribery, and other anti-corruption laws and regulations such as the U.S Foreign Corrupt Practices Act, the UK Bribery Act and the French Sapin II law. The parties shall at all times comply with any and all laws, regulations and treaties and other requirements including specifically the EU Dual-Use Regulation, the U.S. Export Administration Regulations, U.S anti-boycott laws and regulations, Executive Orders and statutes administered by the U.S. Office of Foreign Assets Control and the U.S. Department of State, and other applicable measures related to trade controls and sanctions administered by the Council of the European Union and the United Nations

To the extent any personal data is being processed by the Parties, each Party certifies and warrants that it complies with all obligations imposed on it by the applicable personal data protection laws including (a) European Union or Member State laws with respect to any personal data in respect of which the Parties are subject to EU Data Protection Laws; and (b) any other applicable law with respect to any personal data in respect of which the Parties are subject to any other data protection laws.

#### Article 7 – JURISDICTION AND GOVERNING LAW

Any dispute or claim that may arise between the Parties will be exclusively governed by the laws of the country where WFS services are operated. In the event of any dispute or claim that cannot be resolved amicably between the Parties, the Courts of the country where WFS operates Services and is registered have jurisdiction, even in the event of multiple defendants or impleaders.

