GENERAL TERMS AND CONDITIONS

ONLOCK LOGISTICS LTD

Version: July 2026

TABLE OF CONTENTS

Article 1 – Definitions and Applicability 4

Article 2 – Nature of Activities 5

Article 3 – Quotations, Assignments and Agreements 5

Article 4 – Instructions and Information Provided by the Client 5

Article 5 – Right of Disposal of Goods 6

Article 6 – Trading and Sale of Goods 6

Article 7 – Transport and Logistics Services 7

Article 8 – Customs, Import and Export 7

Article 9 – Sanctions and Trade Restrictions 7

Article 10 – Dangerous and Prohibited Goods 8

Article 11 – Packaging 8

Article 12 – Performance Periods and Delays 8

Article 13 – Delivery and Risk 9

Article 14 – Retention of Title 9

Article 15 – Prices and Additional Costs 9

Article 16 – Invoicing and Payment 9

Article 17 – Suspension and Termination 10

Article 18 – Insurance 10

Article 19 – Subcontractors and Third Parties 10

Article 20 – Liability of OnLock Logistics 10

Article 21 – Liability of Third Parties 11

Article 22 – Duty to Mitigate Loss 11

Article 23 – Complaints and Claims for Damages 12

Article 24 – Indemnification by the Client 12

Article 25 – Force Majeure 12

Article 26 – Right of Retention 13

Article 27 – Confidentiality 13

Article 28 – Personal Data 13

Article 29 – Severability 13

Article 30 – Amendments to the General Terms and Conditions 13

Article 31 – Governing Law and Jurisdiction 14

Article 32 – Language 14

Article 33 – Company Details 14

Article 1 – Definitions and Applicability

1.1. These General Terms and Conditions apply to every quotation, assignment, order, agreement and other legal relationship in which OnLock Logistics Ltd, hereinafter referred to as “OnLock Logistics” or “the Contractor”, purchases or sells goods, performs services or arranges for services to be performed for another business party, hereinafter referred to as “the Counterparty”.

1.2. These General Terms and Conditions are intended exclusively for business-to-business (B2B) transactions, unless OnLock Logistics expressly agrees otherwise in writing.

1.3. OnLock Logistics shall make these General Terms and Conditions available to the Counterparty before or at the time of conclusion of the Agreement, in a form that allows the Counterparty to store and consult them. The Counterparty accepts their applicability upon acceptance of the quotation, order confirmation or assignment, regardless of whether such acceptance is communicated by telephone, email or any other means of communication. A mere reference to these General Terms and Conditions on an invoice issued after the conclusion of the Agreement shall not, in itself, be sufficient to establish their applicability retrospectively.

1.4. Where the Counterparty has already validly agreed to these General Terms and Conditions, they shall also apply to subsequent assignments or orders, insofar as the previous agreement to their applicability extends to such assignments or orders. The version applicable to each Agreement shall be determined in accordance with Article 30.2. The current version of these General Terms and Conditions may be consulted on the OnLock Logistics website.

1.5. Any differing or additional terms and conditions of the Counterparty shall not apply unless expressly accepted in writing by OnLock Logistics.

1.6. In the event of any conflict between a separate written agreement between the parties and these General Terms and Conditions, the separate written agreement shall prevail to the extent that it expressly derogates from these General Terms and Conditions.

1.7. The term “In Writing” shall also include communication by email or through an agreed electronic platform, provided that the content can be stored in a durable manner and the identity of the sender can reasonably be established. The parties retain the right to dispute the accuracy or receipt of the communication, as well as the authority of the sender.

1.8. The term “Goods” means the items to which the assignment relates, including the agreed packaging and loading units.

1.9. The term “Third Parties” means all natural or legal persons who are not parties to the Agreement concerned, including carriers, warehouse operators, other business service providers and other interested parties. The term “Subcontractor” means any third party engaged by OnLock Logistics to perform all or part of the work within the framework of an Agreement. The contractually bound Counterparty shall be identified in the order confirmation. The designation of a consignor or consignee on a transport document shall not automatically make such person a contracting party.

1.10. The term “Agreement” means any agreement concluded in writing or electronically between OnLock Logistics and the Counterparty concerning the purchase or sale of goods, freight forwarding, carriage, storage, handling or other commercial and logistics activities, including accepted quotations, order confirmations, contracts and other written or electronic arrangements.

1.11. The term “Counterparty” means any natural or legal person acting in the course of a trade or business who enters into an Agreement with OnLock Logistics or to whom OnLock Logistics submits a quotation, including, depending on the nature of the legal relationship concerned, the Client, Buyer, Seller, Supplier, Subcontractor or other business contracting party.

1.12. Any reference in these General Terms and Conditions to the “Client” or the “Buyer” shall be construed as a reference to the Counterparty concerned, as applicable to the nature of the Agreement.

Article 2 – Nature of Activities

2.1. OnLock Logistics operates in the field of international trade and logistics services.

2.2. Depending on the assignment or transaction concerned, OnLock Logistics may act, among other capacities, as: a) a buyer, seller or trader of goods; b) a logistics service provider; c) a freight forwarder, intermediary or organiser of transport; d) an agent or representative; e) an organiser of import, export, customs, storage, handling and related services.

2.3. The capacity in which OnLock Logistics acts in relation to a particular assignment or transaction shall, in principle, be stated in the quotation, order confirmation or separate agreement. Depending on the nature of the transaction, OnLock Logistics may act as a buyer, seller, freight forwarder, contractual carrier, warehouse operator, intermediary or representative. Where OnLock Logistics acts as a representative, it shall be stated on behalf of and for the account of which party it acts. The capacity in which OnLock Logistics acts shall be determined on the basis of the contractual arrangements, the obligations actually undertaken and the relevant documents. An invoice issued after the conclusion of the Agreement shall not, in itself, alter the agreed capacity.

2.4. Where OnLock Logistics solely arranges transport or other logistics services through external carriers or service providers, OnLock Logistics shall, unless otherwise agreed in writing, act as a freight forwarder/intermediary and not as the actual carrier.

Article 3 – Quotations, Assignments and Agreements

3.1. Quotations issued by OnLock Logistics are non-binding, unless expressly stated otherwise in writing.

3.2. An Agreement is concluded once OnLock Logistics has confirmed the assignment or order in writing, or has actually commenced its performance.

3.3. Quotations are prepared on the basis of the information available at that time and the prevailing prices, freight rates, fuel surcharges, exchange rates, taxes, customs duties and other costs.

3.4. OnLock Logistics has the right to pass on to the Client price changes imposed by third parties and other cost-increasing factors over which it reasonably has no control.

3.5. Changes to an already confirmed assignment may result in adjustments to the price, method of performance and delivery period.

3.6. Cancellations must be communicated in writing. In the event of cancellation, the Client shall, unless otherwise provided by law, reimburse the work already performed and the costs incurred. Any direct damage resulting from the cancellation may also be charged, insofar as such damage is reasonable and demonstrable.

Article 4 – Instructions and Information Provided by the Client

4.1. The Client shall provide all necessary information and instructions in a complete, accurate, unambiguous and timely manner before the commencement of the assignment.

4.2. This includes, among other things, where applicable: a) the accurate description of the goods; b) quantity, weight and dimensions; c) value and origin; d) nature and condition of the goods; e) packaging; f) customs and commodity codes, if provided by the Client; g) temperature or storage

requirements; h) information concerning dangerous goods; i) import and export licences; j) destination and delivery address; k) special handling or transport requirements. This list is non-exhaustive.

4.3. OnLock Logistics may rely on the accuracy and completeness of the information and documents provided by the Client or on the Client's behalf.

4.4. The Client shall be responsible for damage, costs, delays, additional charges, fines, storage costs, demurrage, detention and other consequences arising from incorrect, incomplete or late information attributable to the Client.

4.5. Amended instructions must be communicated in writing by a person duly authorised to do so. Such instructions shall only be binding on OnLock Logistics after it has expressly accepted them in writing. OnLock Logistics shall be allowed a reasonable period to adapt to the amended instructions and reserves the right to adjust the performance periods and scheduling accordingly. All reasonable additional costs arising from the amended instructions shall be passed on to the Client. The statutory rights of other parties having an interest in the cargo shall remain unaffected.

Article 5 – Right of Disposal of Goods

5.1.The Client warrants that it is the owner of the Goods or is legally authorised to dispose of the Goods and to instruct OnLock Logistics in relation to those Goods.

5.2. Where the Client acts on behalf of a third party, the Client warrants that it is authorised to represent that third party.

5.3. The Client shall indemnify OnLock Logistics against claims by third parties arising from the Client's lack of sufficient authority to dispose of the Goods or to represent such third parties.

5.4. The Client shall disclose, prior to performance, any known ownership rights of third parties, legal attachments and other restrictions that may affect performance. OnLock Logistics may require proof of authority to represent.

Article 6 – Trading and Sale of Goods

6.1. Where OnLock Logistics purchases or sells goods in its own name, OnLock Logistics acts as a trader/principal.

6.2. The type, quantity, quality, price, origin, specifications and delivery terms shall be determined in the relevant quotation, order confirmation, invoice or separate agreement.

6.3. OnLock Logistics may source goods from manufacturers, producers, distributors, wholesalers and other suppliers.

6.4. Information provided by manufacturers and suppliers concerning goods and product specifications may be passed on by OnLock Logistics to the Client without OnLock Logistics being required to independently verify such information, unless otherwise agreed in writing.

6.5. Where an Incoterms® rule is agreed upon in writing, it shall be interpreted in accordance with the applicable version of the Incoterms® rules.

6.6. The Buyer shall notify OnLock Logistics in writing of any visible defects within 14 calendar days of receipt and of any hidden defects within 14 calendar days of their discovery, or of the date on which they should reasonably have been discovered. OnLock Logistics reserves the right to investigate the complaint and, if the complaint is found to be justified, to repair or replace the goods within a reasonable period.

Article 7 – Transport and Logistics Services

7.1. OnLock Logistics may engage external carriers, freight forwarders, shipping lines, airlines, customs agents, terminals, storage companies, warehouses, handling agents and other service providers for the performance of assignments.

7.2. Where OnLock Logistics arranges transport and has not expressly agreed in writing to act as the carrier itself, OnLock Logistics acts as an organiser, freight forwarder, agent or intermediary.

7.3. The actual carriage may be subject to the terms and conditions of the relevant carrier, consignment note, bill of lading, air waybill or other transport documentation. The terms and conditions of third parties shall apply in the contractual relationship with the Client only insofar as they have been validly agreed upon and made accessible in a timely manner.

7.4. Mandatory national or international transport regimes shall remain applicable where they apply to the carriage concerned.

7.5. In the case of international carriage of goods by road, the CMR Convention shall apply where its statutory conditions of applicability are met.

7.6. The Client shall notify OnLock Logistics in writing as soon as possible of any complaints concerning loss, damage, shortages or other irregularities identified during or in connection with the performance of the assignment. In doing so, the Client shall provide all relevant information and supporting evidence reasonably available. OnLock Logistics shall investigate the complaint insofar as it relates to its own services and may, where necessary, request additional information from the carrier or other service provider concerned. Notifications of loss, damage or delay and any claims for compensation shall be assessed in accordance with the applicable Agreement and the applicable statutory provisions and provisions of international conventions, taking into account the time limits and conditions laid down therein.

Article 8 – Customs, Import and Export

8.1. OnLock Logistics may, upon request, arrange for customs, import and export formalities to be carried out or arrange their performance by others.

8.2. The Client is responsible for providing accurate documents and information in a timely manner.

8.3. Customs duties, value-added tax (VAT), excise duties, import levies, inspection costs and other government-imposed charges shall be borne by the Client, unless otherwise agreed in writing.

8.4. OnLock Logistics does not guarantee that a customs authority or other governmental authority will accept a particular commodity code, origin, customs value, licence or other classification.

8.5. OnLock Logistics may have customs formalities carried out by authorised third parties.

8.6. Before any customs-related actions are undertaken, it shall be established who will lodge the customs declaration and what authorization is required. OnLock Logistics shall itself perform only those actions which it is authorised to perform.

Article 9 – Sanctions and Trade Restrictions

9.1. The Client warrants that its goods and transactions comply with the applicable laws and regulations concerning imports, exports, sanctions, embargoes and export controls.

9.2. OnLock Logistics has the right to refuse, suspend or terminate an assignment if there are reasonable grounds to suspect that its performance may be contrary to applicable laws or sanctions regulations.

9.3. OnLock Logistics shall not be liable for any delay or non-performance that is necessary in order to comply with such legal obligations.

9.4. OnLock Logistics may request information concerning the parties, goods, end use and destination that is reasonably necessary.

Article 10 – Dangerous and Prohibited Goods

10.1. The Client shall inform OnLock Logistics in writing in advance if the Goods are dangerous, flammable, explosive, toxic, perishable or otherwise subject to special regulations.

10.2. The Client shall be responsible for the correct classification, packaging, marking and documentation.

10.3. Prohibited Goods must not be offered to OnLock Logistics or its service providers.

10.4. All costs reasonably incurred and any damage arising from dangerous Goods that have not been declared or have been incorrectly declared shall be borne by the Client, insofar as attributable to the Client.

Article 11 – Packaging

11.1. Unless OnLock Logistics has been expressly instructed to arrange the packaging, the Client shall be responsible for adequate packaging suitable for the chosen method of transport, storage and handling.

11.2. OnLock Logistics shall not be liable for damage directly resulting from inadequate or unsuitable packaging for which the Client is responsible.

11.3. In the event of unsafe loading, overloading or manifestly inadequate or unsuitable packaging, OnLock Logistics shall inform the Client thereof as soon as possible. The Client shall be responsible for remedying the defect. OnLock Logistics shall be entitled to suspend performance of the assignment until the defect has been properly remedied. If the defect cannot be remedied in a timely manner or cannot reasonably be remedied, OnLock Logistics may take appropriate measures, including refusing or discontinuing the transport, insofar as permitted by law. The reasonable and demonstrable additional costs arising therefrom, including costs for waiting time, reloading, repackaging, storage and delays, shall be borne by the Client, insofar as such costs arise from circumstances attributable to the Client.

Article 12 – Performance Periods and Delays

12.1. Stated departure, arrival, transit, performance and delivery times are indicative, unless expressly agreed in writing to be guaranteed.

12.2. A period shall only commence once OnLock Logistics has received all necessary information and documents and any agreed advance payments have been received.

12.3. A period shall be reasonably extended in the event of: a) changes to the assignment; b) additional work; c) missing or late information; d) customs inspections or government measures; e) disruptions affecting carriers, ports or terminals; f) suspension due to non-payment; g) force majeure or circumstances beyond the reasonable control of OnLock Logistics.

12.4. Exceeding an indicative period shall not, in itself, entitle the Client to compensation for damages or termination of the Agreement.

Article 13 – Delivery and Risk

13.1. In the case of the sale of Goods, the point at which risk passes shall be determined by the delivery terms agreed upon in writing and, where agreed, the applicable Incoterms® rule.

13.2. Where no specific delivery term or Incoterms® rule has been agreed upon, the point at which risk passes shall be determined by the applicable statutory provisions and, where applicable, the rules governing international contracts for the sale of goods.

13.3. Where the Client or the Buyer fails to take receipt of the Goods at the agreed time, OnLock Logistics shall be entitled to pass on to the party concerned the reasonable and demonstrable additional costs arising as a result, including storage costs, waiting costs and any redelivery costs, insofar as the delay is attributable to that party.

Article 14 – Retention of Title

14.1. To the extent permitted by applicable law, Goods sold by OnLock Logistics shall remain the property of OnLock Logistics until all amounts due in respect of those Goods have been paid in full.

14.2. As long as ownership of the Goods has not passed to the Buyer, the Buyer shall store the Goods with due care and take all reasonable measures to prevent loss, damage or depreciation in value.

14.3. As long as the retention of title remains in effect, the Buyer shall keep the Goods clearly identifiable and, where reasonably possible, separate from other goods. The Buyer shall not dispose of, transfer, process, commingle or encumber the Goods with third-party rights unless OnLock Logistics has given its prior written consent or such action is permitted under applicable law. The Buyer shall immediately notify OnLock Logistics in writing of any legal attachment, any claim by third parties or any other circumstance that may adversely affect the ownership rights of OnLock Logistics. In the event of non-payment or failure to comply with the obligations under this Article, OnLock Logistics shall, to the extent permitted by applicable law, have the right to demand the return of the Goods and to recover from the Buyer the reasonable and demonstrable costs and damages arising therefrom, without prejudice to its other contractual and statutory rights.

Article 15 – Prices and Additional Costs

15.1. Prices are exclusive of value-added tax (VAT), import duties, customs duties, excise duties, government-imposed charges and other taxes, unless expressly stated otherwise.

15.2. Additional costs arising during performance that are reasonably necessary for the performance of the assignment may be passed on to the Client.

15.3. These may include, among other things: storage; demurrage and detention; terminal charges; customs costs; inspection costs; waiting times; additional transport; government-imposed charges; documentation costs; costs resulting from changes to the assignment. This list is non-exhaustive.

Article 16 – Invoicing and Payment

16.1. Invoices shall be payable within the payment period stated on the invoice, quotation or Agreement.

16.2. Where advance payment has been agreed, OnLock Logistics shall not be required to order Goods, book transport or incur any other costs before payment has been received in freely available funds.

16.3. Payment shall be made without set-off or deduction, except to the extent otherwise provided by mandatory law.

16.4. Any objections to an invoice must be communicated to OnLock Logistics in writing, stating the reasons for the objection, no later than 14 calendar days after the invoice date.

16.5. An objection to part of an invoice shall not suspend the obligation to pay the undisputed portion.

16.6. In the event of late payment, the Client or the Buyer shall, to the extent permitted by law, be liable to pay the applicable statutory interest for late payment in commercial transactions without any further formal notice of default.

16.7. In addition, OnLock Logistics shall be entitled to claim the applicable statutory fixed compensation for recovery costs and reasonable additional recovery costs.

Article 17 – Suspension and Termination

17.1. OnLock Logistics may suspend performance of an assignment, in whole or in part, if: a) an invoice that has become due and payable remains unpaid; b) an agreed advance payment has not been made; c) necessary documents or instructions are missing; d) the Client materially fails to fulfil its obligations; e) performance may be contrary to applicable laws or sanctions; f) the Goods present an undisclosed safety or compliance risk.

17.2. All reasonable storage and other costs arising therefrom may be charged to the Client if the suspension is attributable to the Client.

17.3. Following termination, services already performed, demonstrable costs due and advance payments shall be settled. The Parties shall coordinate the storage and release of Goods and documents, with due regard to valid security rights. Termination shall not affect claims that have already arisen.

Article 18 – Insurance

18.1. Goods are not automatically insured by OnLock Logistics.

18.2. OnLock Logistics shall arrange cargo or transport insurance only if the Client expressly requests such insurance in writing and OnLock Logistics accepts the request in writing.

18.3. Such insurance shall be subject to the terms, exclusions and limits of liability of the insurer.

18.4. The Client is advised to maintain adequate cargo, transport and business liability insurance coverage.

Article 19 – Subcontractors and Third Parties

19.1. OnLock Logistics may have its activities performed, in whole or in part, by Subcontractors, affiliated companies or other Third Parties.

19.2. To the extent that OnLock Logistics acts solely as a freight forwarder or intermediary, it is not the actual carrier or the actual provider of the service performed by that Third Party.

19.3. Where mandatory law or an applicable international convention governs the liability of a carrier or other service provider, that regime shall prevail to the extent required by law.

Article 20 – Liability of OnLock Logistics

20.1. OnLock Logistics shall perform the obligations it has accepted with the degree of care that may reasonably be expected of a professional undertaking operating in its sector.

20.2. OnLock Logistics shall be liable only for direct, actually incurred and sufficiently proven damage that is the direct result of a breach of obligation attributable to OnLock Logistics, to the extent permitted by applicable law.

20.3. To the extent permitted by law, OnLock Logistics shall not be liable for: a) indirect damage; b) consequential damage; c) loss of profit or revenue; d) loss of production; e) loss of commercial opportunities; f) reputational damage; g) damage caused by delay where no guaranteed time limit has been agreed in writing; h) damage resulting from incorrect or incomplete information provided by the Client or the Buyer; i) inherent defects or normal wear and tear of Goods; j) inadequate packaging for which OnLock Logistics was not responsible; k) acts of governmental, customs or port authorities; l) circumstances beyond the reasonable control of OnLock Logistics.

20.4. Where damage falls within the scope of a mandatorily applicable international transport convention or statutory liability regime, the liability rules and limits set out therein shall apply.

20.5. Nothing in these General Terms and Conditions shall exclude any liability that cannot lawfully be excluded or limited under mandatorily applicable law.

20.6. To the extent permitted by applicable law and subject to mandatory statutory or convention-based liability regimes, the total liability of OnLock Logistics per event or series of related events shall be limited in accordance with the liability caps established in Article 20.7.

20.7. The liability caps shall be determined as follows: a) Sale: a maximum of the net sales value, subject to a maximum of 25,000 SDR. b) Freight forwarding: a maximum of 10,000 SDR per event or series of related events, or 4 SDR per kilogram of gross weight of the lost or damaged Goods, whichever amount is lower. c) Storage and handling: a maximum of 10,000 SDR per event or series of related events, or 4 SDR per kilogram of gross weight of the lost or damaged Goods, whichever amount is lower. d) Other damage: including damage resulting from administrative errors, a maximum of 5,000 SDR shall apply per event or series of related events. These amounts constitute liability caps only. Compensation shall be payable only to the extent that the liability of OnLock Logistics and the damage suffered have been established in accordance with applicable law. Conversion of SDR into euros shall be carried out in accordance with the applicable statutory or treaty provisions or, in the absence thereof, at the exchange rate published by the International Monetary Fund (IMF) on the date on which compensation is determined. These limitations of liability shall not apply in cases of intentional misconduct or fraud and shall not apply to the extent that mandatory statutory or treaty provisions preclude them.

Article 21 – Liability of Third Parties

21.1. Where OnLock Logistics acts as a freight forwarder, agent or intermediary and engages an independent Third Party, OnLock Logistics shall not be liable as if it were itself the actual carrier or service provider.

21.2. OnLock Logistics shall remain responsible for its own obligations to the extent arising from the Agreement or mandatorily applicable law.

21.3. Upon request, OnLock Logistics shall, to the extent reasonably possible, provide assistance in submitting a claim against the carrier or service provider concerned.

Article 22 – Duty to Mitigate Loss

22.1. The Client shall take all reasonable measures to prevent and mitigate loss or damage.

22.2. Loss or damage that could reasonably have been prevented or mitigated shall not be eligible for compensation to the extent permitted by applicable law.

22.3. OnLock Logistics shall also take reasonable measures to mitigate loss or damage and increasing costs. The Parties shall preserve relevant evidence and, where possible, afford each other the opportunity to carry out inspections, without delaying necessary safety measures.

Article 23 – Complaints and Claims for Damages

23.1. Visible damage or shortages shall be recorded immediately upon delivery on the relevant transport or delivery document.

23.2. The Client or the Buyer shall notify OnLock Logistics in writing of any complaint or claim for damages as soon as possible and provide all available supporting evidence.

23.3. Where mandatory statutory or treaty-based time limits for complaints or limitation periods apply to the transport or service concerned, including those under the CMR Convention for international carriage by road, such time limits shall prevail.

23.4. The submission of a claim shall not suspend the obligation to pay invoices that are due and payable and undisputed.

23.5. Making a reservation upon delivery, submitting a claim for damages and commencing legal proceedings are separate acts to which different time limits may apply. A complaint or claim for damages shall suspend or interrupt the limitation period only to the extent provided by applicable law.

Article 24 – Indemnification by the Client

24.1. The Client shall indemnify OnLock Logistics, to the extent permitted by law, against claims, costs, fines and damage arising from: a) incorrect or incomplete information provided by the Client; b) unauthorised disposal of Goods; c) undeclared dangerous Goods; d) violations of import, export, sanctions or customs laws by the Client; e) inadequate packaging for which the Client is responsible; f) other material breaches of obligation by the Client.

24.2. This indemnification shall not apply to the extent that the damage concerned was caused by a breach of obligation attributable to OnLock Logistics.

Article 25 – Force Majeure

25.1. OnLock Logistics shall not be liable for non-performance or delay caused by circumstances beyond its reasonable control.

25.2. Such circumstances may include, among other things: war and armed conflicts; terrorism and civil unrest; strikes; fire; floods and natural disasters; extreme weather conditions; epidemics and pandemics; cyber incidents affecting essential infrastructure; port or border closures; blockades; government measures; sanctions; customs interventions; shortages of transport capacity; disruptions affecting carriers, shipping lines, airlines, terminals or other essential service providers. This list is non-exhaustive.

25.3. The obligations concerned shall be suspended for the duration of the force majeure situation.

25.4. If performance becomes impossible or reasonably impracticable for a prolonged period, OnLock Logistics may terminate the assignment concerned without liability for consequential damage, without prejudice to payment for Goods already delivered, services already performed and costs incurred.

Article 26 – Right of Retention

26.1. To the extent permitted by applicable law, OnLock Logistics shall be entitled to retain Goods, documents or other items lawfully in its possession until the amounts due and payable that are directly related to the assignment concerned have been paid in full.

26.2. The right of retention shall be exercised solely in accordance with the conditions and limitations of applicable law.

26.3. OnLock Logistics shall notify the Client of the due and payable claim in respect of which the right of retention is exercised and shall exercise reasonable care in respect of the Goods or other items concerned for the duration of its exercise. If the claim is disputed, the Parties may agree to release the Goods or other items against the provision of appropriate substitute security.

Article 27 – Confidentiality

27.1. The Parties undertake to keep confidential all non-public commercial, financial and operational information obtained in the course of their cooperation.

27.2. This confidentiality obligation shall not apply to information whose disclosure is required by law or whose disclosure is necessary for the performance of the assignment to carriers, banks, insurers, customs agents, competent authorities or other service providers involved.

27.3. Disclosure of confidential information to Third Parties shall be limited to what is necessary for the purpose concerned and shall, where reasonably possible and appropriate, take place subject to appropriate confidentiality obligations. The confidentiality obligation shall remain in force after termination of the cooperation for as long as the information concerned retains its confidential nature.

Article 28 – Personal Data

28.1. OnLock Logistics shall process personal data in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR) where applicable.

28.2. Further information regarding the processing of personal data, the purposes of such processing and the rights of data subjects is set out in the Privacy Policy of OnLock Logistics, which is available on its website.

Article 29 – Severability

29.1. If any provision of these General Terms and Conditions is found to be wholly or partially null and void, invalid or unenforceable, the remaining provisions shall remain in force to the extent permitted by law.

29.2. In such case, the Parties shall, where possible, agree on a valid and enforceable replacement provision that reflects as closely as possible the purpose and economic intent of the original provision.

Article 30 – Amendments to the General Terms and Conditions

30.1. OnLock Logistics reserves the right to amend these General Terms and Conditions from time to time.

30.2. Each Agreement shall be governed by the version of the General Terms and Conditions that was made available to the Client before or at the time of conclusion of the Agreement and whose applicability was validly agreed upon.

Article 31 – Governing Law and Jurisdiction

31.1. All Agreements and legal relationships between OnLock Logistics and the Counterparty shall, unless expressly agreed otherwise in writing, be governed by the laws of the Republic of Cyprus, excluding the conflict-of-law rules of private international law.

31.2. The choice of law pursuant to Article 31.1 shall be without prejudice to the applicability of mandatory provisions of European law, national law and international conventions, to the extent that such provisions cannot be contractually excluded under the applicable legal rules.

31.3. In the case of international carriage, the applicable mandatory international transport regimes shall remain in full force and effect, depending on the mode of transport and the circumstances of the assignment concerned.

31.4. To the extent not precluded by mandatory legal provisions, the competent courts of the Republic of Cyprus shall have exclusive jurisdiction over disputes arising out of or in connection with the Agreement.

31.5. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). International contracts of sale shall be governed by the domestic substantive sales law of the Republic of Cyprus.

31.6. Where the Goods are delivered or the services are performed within the European Union or the European Economic Area, the provisions of European Union law applicable to the Goods or the services concerned (including the rules on product safety, conformity, labelling, customs and the carriage of goods) shall apply and shall prevail over these General Terms and Conditions to the extent of any inconsistency.

Article 32 – Language

32.1. These General Terms and Conditions are drafted in English.

32.2. OnLock Logistics may make translations of these General Terms and Conditions available in other languages.

32.3. In the event of differences in interpretation between the English version and a translation, the English version shall prevail, unless the Parties expressly agree otherwise in writing, to the extent permitted by law.

Article 33 – Company Details

OnLock Logistics Ltd

Registration Number: HE496382

Registered Office: Griva Digeni, 78, Floor 2, Flat/Office B1, Neapoli, 3101, Limassol, Cyprus

Email: info@onlocklogistics.com

Website: www.onlocklogistics.com

These General Terms and Conditions are effective as of 29 July 2026.