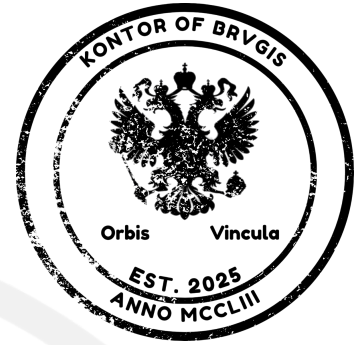


GENERAL TERMS & CONDITIONS – KONTOR OF BRUGES (PROJECTS)



Version: 17 June 2026

Applicable to: projects.kontorofbruges.com

1. DEFINITIONS AND SCOPE

1.1 **Kontor of Bruges** (referred to as "the Hub", "we", or "us") provides project-based distribution services, including inbound receiving, assembly (box assembly, product placement, sealing), relabeling, and handover to the carrier network for structured outbound campaigns.

All weight references in these Terms are to chargeable weight, defined as the greater of actual weight in kg or volumetric weight calculated as: (Length x Width x Height in cm) divided by 4000.

1.2 The standard minimum volume for project campaigns is 250 units. Projects below this threshold are reviewed on a case-by-case basis and may be subject to additional fees or refusal.

1.3 **The Client** (referred to as "you") is the entity acting as the Shipper and Importer of Record (for non-EU inbound) or the principal (for intra-EU projects).

1.4 These terms apply to all project-based services and agreements between the Hub and the Client.

1.5 All prices stated in these Terms & Conditions, on our website, and in our invoices are **exclusive of Value Added Tax (VAT)**. VAT will be added at the applicable Belgian rate (currently 21%) where required by law.

2. OPERATIONAL NATURE OF SERVICES

2.1 Kontor of Bruges operates exclusively as a temporary, project-based distribution and assembly hub for structured outbound campaigns.

2.2 We do not operate as a public warehouse, a long-term inventory storage provider, a traditional fulfillment center, a pick-and-pack operator from stored inventory, or an

ecommerce order fulfillment business.

2.3 All goods entering the facility are expected to leave the facility as part of the same scheduled outbound campaign. The Hub does not assume any obligation to store, safeguard, manage, or maintain inventory beyond the agreed operational project timeline, and these Terms shall under no circumstances be construed as a warehousing, storage, or deposit contract.

2.4 The Client acknowledges that operational capacity, intake acceptance, processing schedules, and carrier routing remain subject to reasonable operational limitations and carrier availability.

3. INBOUND SHIPMENTS & CUSTOMS (FOR NON-EU ORIGIN PROJECTS)

3.1 For projects where goods originate outside the EU, all bulk shipments to the Hub must be sent under the **Incoterm DDP (Delivered Duty Paid)**.

3.2 The Client acts as the **Importer of Record**. Our EORI number is never used for customs clearance. Under no circumstances will Kontor of Bruges act as Importer of Record or assume any customs representation or liability for the Client.

3.3 Mandatory Shipping Address Format:

To ensure correct customs handling and DDP compliance, your shipment must be addressed as follows:

[Your Company Name]

c/o Kontor of Bruges

Lekestraat 6B

8433 Schore

Belgium

3.4 For intra-EU projects (goods already located within the EU), DDP terms are not required as no customs border is crossed. The Client remains responsible for all applicable VAT and compliance.

3.5 **Customs Data & Liability:** The Client is solely responsible for the accuracy of customs data (including HS-codes, valuations, and origins) for non-EU inbound projects. The Hub acts strictly as a pass-through for customs queries. Any fines, duties, penalties, or taxes imposed by customs authorities due to inaccurate documentation or data shall be the sole responsibility of the Client.

3.6 **Right to refuse:** We reserve the right to refuse any shipment arriving with outstanding duties or incorrect paperwork.

4. ASSEMBLY & HANDLING SERVICES

4.1 The Hub **provides assembly services** for project-based outbound campaigns. Assembly includes: box assembly, product

placement inside the parcel, sealing, and shipping label application.

4.2 The Hub does not pick items from **stored inventory**. All goods must arrive in bulk pallets. Assembly occurs directly from inbound pallets in a single operational run.

4.3 **Handling of up to 2 distinct items** per shipment is included in the standard Assembly & Handling fee. For shipments containing 3 or more distinct items, additional item handling fees apply as published on the Pricing Page. Volume-based discounts are applied automatically based on project size as published on the Pricing Page.

4.4 **Custom Inlay & Premium Handling** is available as an add-on service at +€1.50 per box for items requiring protective packaging, custom dividers, or specialized wrapping to prevent transit damage. The Client must clearly identify fragile items and custom inlay requirements in the project documentation. The Hub's liability for these items is governed by Article 6.5.

4.5 **Personalized matching** (matching personalized inserts to specific shipping labels) is available as an add-on service as published on the Pricing Page. The Hub performs systematic verification but does not guarantee 100% accuracy. Claims for mismatched personalized items are limited to the fee paid for that specific add-on service.

4.6 The Hub does not provide **custom packaging design or sourcing**. If the Client requires custom boxes, inserts, or branded

packaging, these materials must be supplied by the Client.

4.7 **Express Processing:** For time-critical campaigns, the Client may request express processing with a target of 24 operational hours from inbound delivery to carrier handover. This service incurs a surcharge of +25% on the total Assembly & Handling fees for the project, with a minimum charge of €150. Express processing is strictly subject to:

- (a) prior capacity verification by the Hub,
- (b) written agreement before inventory is dispatched, and
- (c) receipt of compliant goods and accurate data.

The Hub does not guarantee carrier delivery times; express processing applies only to the Hub's internal handling timeline.

5. INBOUND RECEIPT & STORAGE

5.1 **Inbound Receipt & Inspection:** Kontor of Bruges receives inbound goods for operational assembly and distribution purposes. Pallets, cartons, and other inbound packaging may be opened as required to execute the agreed project services. However, unless explicitly agreed otherwise in writing, Kontor of Bruges does not perform a formal inventory audit, stock reconciliation, or verification of supplier-provided quantities, packing lists, or product specifications. Acceptance of an

inbound shipment does not constitute confirmation of the accuracy, legality, quantity, condition, completeness, or regulatory compliance of the goods supplied by the sender.

Our responsibility starts only after a shipment has been officially signed for, without reservation. If damage is noted on the CMR (Consignment Note) upon arrival, the Client must settle the claim with their carrier.

5.2 No Long-Term Storage: We are a project-based distribution facility, not a long-term warehouse. All goods must be processed and dispatched within the agreed project timeline.

5.3 Operational Holding Fees: Projects are expected to move through the facility according to the agreed operational timeline. If processing is delayed due to missing data, non-payment, incorrect instructions, customs issues, or any other Client-related cause, a grace period of 5 business days applies following physical arrival at the Hub. After this period, an Operational Holding Fee of €5.00 per pallet per day (or part thereof) will apply until the issue is resolved and the project can proceed operationally.

5.4 Disposal: If goods are not cleared within 30 days and no solution is reached, the Hub reserves the right to return the goods to the sender or dispose of them at the Client's expense after written notice and a final 7-day grace period.

6. LIABILITY & LIMITATIONS

6.1 Total Aggregate Liability Cap: In the event of proven negligence, error, or breach of contract by Kontor of Bruges during the physical receipt, assembly, or handling process, the total aggregate liability of Kontor of Bruges for any and all claims arising out of or related to a specific project campaign shall be strictly limited to the lowest of the following options:

- (i) the total fees actually paid by the Client to Kontor of Bruges for that specific project campaign;
- (ii) €10 per kg chargeable weight of the affected goods; or
- (iii) an absolute maximum liability cap of €10,000 (ten thousand euros) per project campaign.

Under no circumstances shall liability exceed the documented replacement value or commercial value of the goods.

6.2 Exclusion of Consequential & Indirect Damages: Kontor of Bruges shall under no circumstances be liable to the Client or any third party for any indirect, incidental, special, exemplary, or consequential damages. This explicit exclusion includes, but is not limited to: loss of profit, loss of sales, commercial losses, reputational damage, missed campaign launches, marketing losses, loss of business opportunity, or any third-party claims or client penalties arising from delayed, incorrect, or failed deliveries.

6.3 **Carrier Handover & Liability Transfer:**

Kontor of Bruges operates strictly as an intermediary handler before carrier network insertion. The physical responsibility and liability of Kontor of Bruges ends immediately once the parcels are scanned, collected, or accepted by the third-party carrier network (including but not limited to UPS, Fedex, DPD, DHL, bpost, PostNL, or GLS). Any transit-related delays, losses, damages, or failed delivery attempts are governed exclusively by the applicable third-party carrier's terms, conditions, and international transport conventions. Kontor of Bruges is not liable for carrier performance but will provide reasonable administrative assistance to help the Client file claims.

6.4 **Complete Regulatory & Compliance**

Exclusion: Kontor of Bruges provides purely operational handling and physical assembly services. We assume zero liability for, and the Client shall fully indemnify us against, any issues regarding: incorrect HS-codes, inaccurate customs valuations, VAT or EORI discrepancies, GPSR (General Product Safety Regulation) non-compliance, missing product labels, customs delays, or recipient address errors. The Client remains the sole Importer of Record and compliant party.

6.5 **Custom Inlay & Premium Handling**

Limit: For items covered by the Custom Inlay & Premium Handling add-on (Article 4.4), the Hub's liability for physical damage caused during internal handling is strictly limited to the total fee paid for that specific add-on service within the affected project,

without prejudice to the absolute aggregate cap in Article 6.1.

7. **DATA ACCURACY & SHIPPING LABELS**

7.1 **Format:** Data must be provided in the format specified in our Onboarding Documentation (Excel or CSV, with recipient name, address, and any personalized matching fields).

7.2 **Processing Time:** Our target processing time for projects is 2 to 3 business days after the receipt of both compliant goods and accurate data. This is an operational estimate and does not constitute a service level agreement (SLA) or guarantee.

7.3 **Right to Suspend:** We reserve the right to suspend services in case of non-payment, breach of terms, or operational disruptions caused by the Client (e.g., repeated data errors).

7.4 **Data Accuracy:** Kontor of Bruges does not manually correct address errors. If the carrier's system rejects an address, the label will not be processed.

7.5 **Non-Binding Timelines & No Guaranteed Delivery Dates:** All processing times, dispatch schedules, operational timelines, and carrier transit indications provided by the Hub, whether stated in these Terms, on our website, in onboarding documentation, or in correspondence, are non-binding operational estimates only. They do not constitute guaranteed delivery

dates, deadlines, or service level agreements (SLAs).

Kontor of Bruges assumes zero liability for campaign disruptions, missed event deadlines, product launch delays, or commercial losses resulting from operational or carrier-related delays, unless a specific, hard deadline has been explicitly guaranteed by us in writing before inventory is dispatched.

8. PAYMENT & PROCESSING

8.1 Payment Prior to Dispatch: Kontor of Bruges operates on a 'Pre-Paid' basis for all project-related fees, including Account Setup, Project Administration, Inbound Handling, Assembly & Handling, and Shipping as published on our Pricing Page. Invoices must be paid before dispatch per clause 8.2.

8.2 Processing Trigger: The physical handover of parcels to the carrier will only be initiated once the full invoice amount has been successfully credited to our bank account. We do not accept screenshots or payment confirmations as a substitute for cleared funds.

8.3 Payment Terms: Prepaid invoices for assembly, handling, and shipping are due within 24 hours. Other invoices (repacking, holding fee, address corrections, returns, etc.) are payable within 14 days. Shipments are only dispatched after payment is received.

8.4 Late Payment, Storage & Right of Retention: If the Client fails to pay any invoice by the due date, the Client shall be in default by operation of law and without prior notice. From the due date until the date of full payment, the Client owes statutory interest on the outstanding amount at the interest rate for commercial transactions as determined by the Belgian Law of 2 August 2002 (currently 10.5% per annum). In addition, the Client owes a fixed compensation of €40 per overdue invoice, as well as a penalty of 10% of the principal invoice amount (with a minimum of €50).

8.5 Right of Retention: Kontor of Bruges reserves the Right of Retention on all goods, documents, and funds in its possession. We are entitled to refuse the release or dispatch of any goods until all outstanding invoices, interests, and additional costs (including storage and recovery fees) have been settled in full.

8.6 Cancellation by Client: If the Client cancels after the goods have been dispatched to our facility, the standard Assembly & Handling Fee (as published on our Pricing Page) remains due for all work already performed, including reception, counting, inspection, and any assembly already completed. Carrier return charges are passed through at cost.

9. INSURANCE & OWNERSHIP

9.1 No Ownership: The Client remains the legal owner of the goods at all times.

9.2 **Insurance:** While we maintain basic building insurance (fire/theft), we do not provide "all-risk" inventory insurance. The Client is required to maintain their own insurance for goods in transit and during their stay at the Hub.

10. PROHIBITED & RESTRICTED GOODS

10.1 **Strictly Prohibited Goods:** To maintain compliance with Belgian law, carrier restrictions, and operational safety standards, the following product categories are strictly prohibited from entering our facility or distribution network:

- Alcoholic and non-alcoholic beverages (including coffee, tea, water, soft drinks, seltzers, and fruit juices);
- Tobacco and nicotine products (including e-cigarettes and nicotine pouches);
- Hazardous materials (ADR), liquids, explosives, or flammable goods;
- Loose lithium batteries;
- Controlled substances or narcotics;
- Prescription medication;
- Perishable or temperature-controlled products;
- Illegal or counterfeit goods.

Kontor of Bruges reserves the absolute right to refuse any shipment containing prohibited goods. Any attempt to include prohibited items shall be considered a material breach.

10.2 **Restricted Goods Subject to Prior Written Approval:** Certain product categories may be accepted only after prior operational review and explicit written approval by Kontor of Bruges, including but not limited to:

- Dry food products, corporate snacks, or confectionery (including sweets, chocolates, biscuits, candy, and seasonal edible products);
- Cosmetics, toiletries, and personal care products;
- Dietary supplements and wellness products;
- Non-hazardous liquids or cosmetic tubes.

Approval remains entirely at the sole discretion of Kontor of Bruges and may be refused without justification.

10.3 **Regulatory Responsibility:** The Client remains solely responsible for all regulatory compliance, product legality, labeling obligations, GPSR compliance, food safety compliance, customs classification, excise obligations, and carrier acceptance requirements. Kontor of Bruges does not verify regulatory compliance of any goods.

10.4 **Violations:** If Kontor of Bruges detects any unapproved or prohibited item, we reserve the right to immediately stop processing the entire shipment, return the shipment to the Client at the Client's sole cost and risk, or terminate the agreement with immediate effect. The Client shall indemnify Kontor of Bruges against all claims, fines, costs, and expenses arising from any violation of this article, including

FAVV sanctions, customs penalties, or third-party claims.

11. FORCE MAJEURE

11.1 Kontor of Bruges is not liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to strikes, carrier network failures, natural disasters, IT-outages, or government actions.

12. GOVERNING LAW

12.1 This agreement and all resulting services are governed by **Belgian Law**.

12.2 Any disputes shall be submitted to the exclusive jurisdiction of the courts of **Bruges**, Belgium.

13. RETURNS & UNDELIVERABLES

13.1 Only parcels returned due to carrier issues (e.g., undeliverable address, failed delivery attempt) will be accepted. Commercial returns initiated by the end customer (e.g., unwanted goods) will be refused at the door or, if accepted inadvertently, will be subject to a handling fee of €25 per box and immediate disposal at the Client's expense.

13.2 Any duties, taxes, penalties, surcharges, or return-related costs imposed by customs authorities or third-party carriers shall be fully passed through to the Client at the exact amount charged to Kontor of Bruges, without any markup or margin.

13.3 **Handling Fee:** For every returned shipment (RTS), a processing fee of €5.00 will be charged to cover receiving, administration, and internal handling. This is an additional fee to the pass-through carrier costs mentioned in Article 13.2.

13.4 **No Restocking:** Returned boxes will remain unopened. We do not offer splitting, quality control of contents, or restocking of individual items.

13.5 **Holding Period & Disposal:** Returned or undeliverable parcels are held at the Hub for a maximum of 10 business days. The Client must provide a valid return address (outside the EU) or an official EU disposal instruction within this period. If no instructions are received within 10 business days, unclaimed parcels will be automatically disposed of at the Client's expense, without prejudice to the terms in Articles 5.3 and 5.4.

13.6 **Relabelling:** A box requiring a new shipping label (due to incorrect address, customer correction, or similar) is treated as a new box. The standard handling fee for that chargeable weight class, as published on the Pricing Page, applies again.

13.7 **Address Correction:** If a third-party carrier charges Kontor of Bruges for an address correction due to incomplete or

incorrect data provided by the Client, this cost is passed through at €15 per occurrence.

14. DATA PRIVACY & CONFIDENTIALITY

14.1 All client-supplied data, including end-customer address lists and personalized insert content, is processed solely for the purpose of performing the agreed relay services.

14.2 The Hub shall not share, sell, or retain end-customer data beyond what is necessary for shipping and legal record-keeping.

14.3 The Hub shall delete all end-customer data within 90 days after completion of the last project shipment, unless a longer retention period is required by Belgian law.

14.4 The Client guarantees that it has obtained all necessary consents from its end-customers for the transfer of personal data to the Hub for shipping purposes.

15. DURATION & TERMINATION

15.1 **Project-Based Operational Structure:** Each submitted project constitutes a separate operational agreement governed by these Terms & Conditions. Kontor of Bruges operates as a project-based distribution partner rather than a long-term warehousing or fulfillment provider. No ongoing storage, standing inventory relationship, or permanent logistics

obligation is created between the parties unless explicitly agreed in writing.

15.2 **Right to Refuse Future Projects:** Kontor of Bruges reserves the right to refuse future projects or terminate ongoing operational cooperation immediately in cases including, but not limited to:

- (a) repeated non-payment;
 - (b) repeated operational disruption caused by incorrect data or non-compliant shipments;
 - (c) attempted shipment of prohibited goods;
 - (d) abusive, fraudulent, or unlawful conduct.
- Termination does not affect outstanding payment obligations or liability arising from previously accepted projects.

15.3 Upon termination, outstanding invoices become immediately due and payable.

15.4 **Post-Termination Shipments:** Any goods arriving at the Hub after the termination date will be refused at the door or, if inadvertently accepted, shall be subject to a handling fee of €50 per incident and immediate return to the Client at their expense. No project services will be performed.

For acceptance and agreement,

Name:

Date:

Signature: