

---

## SPECIAL TERMS AND CONDITIONS DEBT MEDIATION

Please read these terms and conditions relating to Debt Mediation carefully. By downloading, installing, copying, accessing, or using all or any portion of Debt Mediation, you agree to these terms and the General Terms and Conditions relating to Debt Mediation. If you are accepting these terms on behalf of a company or other legal entity or on behalf of another person, you represent and warrant that you have full authority to bind that person, company, or legal entity to these terms. You agree that these terms are enforceable in the same way as any written negotiated agreement signed by you. If you do not agree to these terms, do not download, install, copy, access, or use the Debt Mediation.

### ■ SERVICE DESCRIPTION

#### 1. GENERAL

Debt Mediation is a mediating service that Alpega provides which helps facilitate the collection of overdue invoices issued by transportation companies to freight forwarders. It is not a debt collection service.

It is a best effort service, so Alpega cannot guarantee a successful outcome, but the value Alpega adds to our mediating role is that we can put pressure on the defaulter by applying actions and potentially suspending or terminating the contract with the defaulter.

#### 2. REQUIREMENTS

There are some criteria that must be taken into account before Alpega accepts a case. These criteria can be found in the Terms & Conditions, and the most important are:

- Both the issuing and receiving companies detailed on the unpaid invoice must be existing Alpega customers.
- The original offer was found on the Alpega freight exchange.
- The unpaid invoice must be at least 30 days overdue, but no later than one year after the original invoice due date
- There must be no dispute over the work.
- Several documents that will be used to support the case must be supplied to Alpega within two weeks of initiation.

The documents that must be sent to Alpega are:

- a copy of the unpaid invoice,
- a copy of the transport order,
- a copy of the CMR, and
- a printed copy of the offer (proving that the invoice is related to an offer originally posted by the defaulter on the Alpega freight exchange).

#### 3. PROCESS

Step 1 "Opening a debt mediation case": If the Complainant decides to raise a mediation, he can find the application in the freight exchange "Menu" where an online form needs to be completely filled by the complainant.

Step 2 "Send supporting documents": The Transporter sends back by email or by fax all of the requested documents to the Alpega Service Desk.

Step 3 "Validate case": Alpega will make sure that all of the documents are available and correct, and all criteria have been met. If the case is accepted, Alpega will start to manage the case, and if the case is rejected, the consuler is informed that the case cannot continue.

Step 4 "Manage case": Depending on the nature of the case, Alpega will take a series of measures in relation to the defaulter with the aim of securing an agreement to pay the invoice.

Step 5 "Close case": When a final outcome is reached, the case is closed and the consuler informed about the outcome. If the outcome is successful, the applicable fees will be invoiced to the Client.

### ■ SPECIAL TERMS AND CONDITIONS DEBT MEDIATION

#### 1. GENERAL

Use of Debt Mediation is governed by the Alpega General Terms and Conditions and the Special Terms and Conditions below. The aim of these Special Terms and Conditions is to provide details of the rights and obligations of the parties in relation to the use of Debt Mediation.

The definitions as set forth in the General Terms and Conditions apply to these Special Terms and Conditions, unless otherwise stated.

#### 2. DEBT MEDIATION DESCRIPTION

##### 2.1 Service description

Debt Mediation is the service Alpega provides to a customer (hereunder called the 'complainant') to mediate between the complainant and another customer (hereunder called the 'defaulter') about an unpaid invoice for an offer that was found on the Alpega freight exchange (hereunder called the 'case').

This mediation service is a best effort service with the objective of facilitating the payment of an unpaid invoice by the defaulter. Alpega does not act as a collection agency on behalf of the complainant.

##### 2.2 Acceptance criteria

Before Alpega agrees to process a new case, the following conditions must be met: For the complainant:

- The complainant must be an existing customer of Alpega.
- The unpaid invoice must be at least 30 days overdue, but no later than one year after the original invoice due date .
- Proof (e.g. screenshot or e-Confirm) must be provided that the original offer was found on the Alpega freight exchange.

For the defaulter:

- The defaulter must not be bankrupt or known to be going bankrupt.
- The defaulter must be an existing customer of Alpega.

Between the complainant and defaulter:

- Legal action must not have been initiated against the defaulter.
- There must be no dispute over the work.

If one of more of these conditions is not met then the case will not be accepted and no further action will be taken by Alpega on behalf of the complainant.

##### 2.3 Service level

Debt Mediation is a best effort service, which implies that Alpega does not guarantee a successful outcome of the case.

### 3. SERVICE OUTLINE AND OBLIGATIONS

#### 3.1 Initiation of the case

The complainant needs to provide the information requested on the Debt Mediation web page.

#### 3.2 Supporting documents for the case

In addition to respecting the conditions described in article 2.2, the following supporting documents are mandatory and must be supplied by the complainant:

- a copy of the unpaid invoice,
- a copy of the transport order,
- a copy of the CMR, and
- a printed copy of the offer (proving that the invoice relates to an offer originally posted by the defaulter on the Alpega freight exchange).

These documents must be sent by fax or by email to the Alpega helpdesk within 2 weeks of completing the web form, otherwise the case will automatically be closed and no further action will be taken by the Alpega helpdesk.

#### 3.3 Validation of the case

As soon as all of the documents and information have been received, the Alpega helpdesk will then check and register the case. If the acceptance criteria have been met, the Alpega helpdesk will validate the case and inform the complainant. The mediation service is now activated.

### **3.4 Management of the case**

After activating the mediation service, the Alpega helpdesk will define and implement an action plan depending on the nature of the case.

### **3.5 Closure of the case**

A case will be closed if:

- the supporting documents are not provided within 2 weeks of receipt of the information through the web form,
- the acceptance criteria are not met (and the case is thus not validated),
- the outcome of a case is successful, which means that the complainant received the payment (in whole or in part) from the defaulter,
- the outcome of a case is unsuccessful, which means that Alpega did not succeed in facilitating the payment,
- 12 months have passed since the activation date, and the case has still not yet been resolved, and the complainant requests that the case is terminated.

## **4. PRICE**

All details and information in relation to the Price are available in Teleroute.

The Price due to Alpega in consideration of the Debt Mediation Service will consist of the fees, which will be defined and calculated as per the provisions and rates as confirmed and agreed at the time of subscription of the service (fixed fee and/or percentage of the invoice subject to the service). The Price is due upon validation of the case by Alpega. All Prices will be in EURO and tax excluded.

## **5. TERMINATION**

The complainant can terminate the case free of charge at any time before the Alpega helpdesk notifies the complainant that the service has been activated. If the complainant terminates the case after this, the fees will still be due.

## **6. LIABILITY**

Alpega only assumes the role of mediator and can never be held responsible for any direct or indirect loss or damage incurred by the complainant as a result of the mediation service.

