



**AGREEMENT FOR THE SUPPLY OF
LOGISTICAL SERVICES
(TRANSPORTATION PHARMACEUTICAL
PRODUCTS RELATED TO COVID-19
VACCINATION)**

between

The State of the Netherlands

National Institute for Public Health and the
Environment

and

World Courier Holland B.V.

Contract number: 4410002922

The State of the Netherlands, represented by the Minister of Public Health, by the Minister of Public Health, Welfare and Sport, on behalf of the Minister represented by [REDACTED] 5.1.2e of the National Institute for Public Health and the Environment (Rijksinstituut voor Volksgezondheid en Milieu) (RIVM), having his home office at Antonie van Leeuwenhoeklaan 9, 3721 MA, Bilthoven, the Netherlands, hereinafter referred to as 'Purchaser';

and

World Courier Holland B.V., Diamantlaan 14-16, 2132 WV Hoofddorp, represented in this matter by [REDACTED] 5.1.2e hereinafter referred to as 'Supplier';

hereinafter jointly also referred to as 'Parties' and each separately as 'Party';

Whereas:

- A. RIVM is a knowledge institute aimed at promoting public health and a healthy and safe living environment. Its Department Vaccine Supply and Prevention Programmes (RIVM-DVP) is responsible for the implementation of a number of vaccination and screening programmes, including the National Vaccination Programme (RVP).
- B. Purchaser wishes to subcontract the transport of the Covid-19 vaccines including the necessary syringes, needles and dilutant from Movianto in Oss or its back-up location to the Caribbean Part of the Kingdom of the Netherlands to a third party, the Contractor.
- C. Supplier is engaged in international logistic services, including in the field of pharmaceutical products and has indicated that it complies with the conditions and obligations as laid down in the Service Level Agreement (SLA) (annex A).
- D. Purchaser is prepared to purchase services from the Contractor relating to the transport and delivery of Products, subject to the conditions laid down in this Agreement.

and agree the following:

Article 1 Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

Customer	The person or location identified by the Customer who is authorised to take delivery of Products
Caribbean Part of the Kingdom of the Netherlands	Aruba, Curaçao, Bonaire, St Maarten, Saba, St Eustatius
Services	all services to be performed by the Supplier under this Agreement
GDP	the Guidelines on Good Distribution Practice of Medicinal Products for Human Use, as published by the European Commission, in the version currently in force at the time
Cold Chain	Continuous system of cooling (+2-8°C) and/or freezing at minus 20°C +/- 5°C and below minus 20°C or below minus 60°C during the storage and

Movianto	transport of pharmaceutical products from the manufacturer, through transporters and wholesalers to the end user Service provider for the Purchaser concerning logistical services (storage and distribution) for vaccines, medical devices or other pharmaceutical products in the Netherlands
The Netherlands	The Netherlands excluding the Caribbean part of the Kingdom of the Netherlands
Agreement	This agreement on logistic services (international transport), including the annexes
Products	Covid-19 vaccines from different manufacturers including the necessary syringes, needles and dilutant
QP/RP	Qualified / Responsible Person as referred to in Article 79 of Directive 2001/83/EC
RVP	The National Vaccination Programme
RIVM-DVP	National Institute of Public Health and the Environment - Department of Vaccine Supply and Prevention Programmes
Vaccines	The Covid-19 vaccines purchased by the Purchaser and distributed to the Caribbean Part of the Kingdom of the Netherlands within the framework of the national vaccination programme
Confidential Information	Information, in whatever form, which in reasonable opinion should be classified as confidential or expressly designated as such, including in any case: information concerning business operations, technical specifications, prices, customer base and data relating to Manufacturers, Suppliers and Customers
Services	Carriage of Shipments performed in relation to the Products
Shipment	All Products tendered and accepted for carriage by Supplier

Article 2 Purpose of the Agreement

2.1 Purchaser grants an order to Supplier, which order supplier accepts, to perform the following Services:

- The collection of the Products from Movianto in Oss, or its back-up location;
- The packaging of the Products in qualified transport packaging;
- The transport of the Products to each of the islands of the Caribbean Part of the Kingdom of the Netherlands;

Article 3 General provisions regarding the Services

3.1 Purchaser shall perform the Services with due observance of all applicable rules concerning the storage and transport of pharmaceutical products, including the current GDP guidelines.

3.2 Supplier will at all times perform the Services with sufficiently qualified personnel and adequate equipment.

3.3 With respect to the Services, Parties have agreed a separate SLA, which is attached as Annex A. Supplier will perform the Services in accordance with the SLA.

3.4 The Services in respect of each Shipment and related limitations, rights and obligations shall be governed by this Agreement including the Supplier's standard conditions of carriage attached hereto as Annex C.

Packaging for transport

3.5 Supplier shall - with due observance of Purchaser's instructions - have the products, ready for processing in the quantities corresponding to the order, packaged at Movianto or its back-up location by a Movianto employee (or employee of the back-up location) in suitable transport packaging with labelling. The transport packaging will be purchased by Supplier and will meet the requirements laid down in the SLA (annex A). Packaging will be carried out under the supervision of a driver trained by World Courier in these operations.

Transport and Delivery

3.6 Supplier will, in accordance with Purchaser's Orders, transport the relevant Products to the Customers specified in the Orders, and deliver the relevant Products to those Customers.

3.7 Supplier will use reasonable commercial efforts to deliver the Products on the day specified in the Order.

Notification of Irregularities; Destruction

3.8 Throughout the entire period that the Products are in its possession and under its responsibility, the Supplier shall ensure that no irregularities occur in relation to the Products and/or damage to the Products occurs. If such an irregularity or damage occurs, the Supplier will immediately notify it, ie:

(a) in the event of a major irregularity (regarding quality and/or loss of the Products), immediately, at any time, by telephone;

(b) in all other cases the same day or, if this is not possible, the morning of the following day, by telephone and in writing,

to the Purchaser, so that the Purchaser can form an opinion and make a decision about any measures to be taken.

Reports will be sufficiently documented, in the case referred to at subclause (b) above immediately with the written report, and in the case referred to at subclause (a) above as soon as possible after the first report by telephone.

Continuity

3.9 Supplier shall at all times guarantee the continuity of the Services and the quality of the Products, including during the occurrence of calamities and other incidents such as prolonged power failures, interruption of the cold chain and breakdowns en route, by having at its disposal and implementing an adequate continuity programme, which provides for the deployment of replacement equipment if necessary.

Reporting

3.10 Supplier will report to Purchaser in a timely, complete and adequate manner with respect to the Services provided by it, as described in the SLA (annex A).

Article 4 Special provisions with respect to Products

4.1 Supplier shall collect, package and transport the Products (vaccines) under cold chain conditions in accordance with the SLA (annex A).

4.2 In order not to expose the Products (vaccines) to the risks of transport beyond what is necessary, Supplier will use reasonable commercial efforts to deliver to the relevant Customer in the Caribbean Part of the Kingdom of the Netherlands no more than 48 hours after collection from Movianto or its back-up location.

Article 5 Quality and Inspections

5.1 Supplier shall at all times comply with the requirements of GDP and the further quality standards laid down in the SLA (annex A).

5.2 Purchaser has the right at all times to inspect the facilities, locations and processes of Supplier (or have them inspected) and Supplier will provide Purchaser with sufficient opportunity to do so.

5.3 If an inspection is required, Supplier will grant Purchaser access to the locations and facilities where the Services are performed at a time agreed by both Parties. If these inspections result in conclusions that must lead to improvement and preventive actions, these actions will be performed within the agreed period.

Article 6 Prices, Invoicing and Payment

6.1 For the Services to be provided, Purchaser will pay Supplier the prices specified in annex B.

6.2 Supplier may propose to index the prices annually as of 1 June 2021 in accordance with the average CBS price index for refrigerated, frozen and isothermal transport (based on total expenditure 2020 = 100). Such a proposal must be submitted in writing to Supplier at least 6 (six) months before the end of the previous contract year. Implementation of the proposed indexation requires the written consent of the Purchaser.

6.3 Supplier will invoice Customer for Services relating to: packing, transport and delivery of the Products to the Customers per order with a fully specified and transparent invoice.

6.4 Purchaser will pay approved invoices within 30 days of receipt.

Article 7 Confidentiality

7.1 If one Party receives or obtains Confidential Information from the other Party in any way whatsoever, the receiving Party shall keep such Confidential Information strictly confidential and shall only use it to the extent necessary to fulfil its obligations under this Agreement.

7.2 A Party that receives or obtains Confidential Information from the other Party shall only make this Confidential Information available to its employees or to third parties engaged by it if and to the extent that it is necessary for them to have access to such information, and guarantees that such employees and/or third parties are bound by similar obligations of confidentiality and restrictions of use as laid down in this Article 7.

7.3 The obligations of confidentiality and restrictions of use set out in this Article shall not apply to information of which the receiving Party can provide evidence:

- (i) that it already possessed such information or that it was in the public domain before being supplied by the supplying Party; or
- (ii) that such information has entered the public domain through publication or otherwise, through no fault of the receiving Party, after disclosure by the providing Party; or
- (iii) that such information has been lawfully received by the transmitting Party from a third party who has not directly or indirectly obtained the information from the transmitting Party;
- (iv) That such information has been developed independently by employees of the receiving Party who had no knowledge of the information provided by the providing Party.

7.4 If the receiving Party is required by law or regulation or by a decision or order of a governmental body or other competent authority to provide Confidential Information of the other Party to a third party, that Party shall only do so:

- (i) after informing the providing Party in a timely manner so as to give it an opportunity to seek interim relief or other legal protection prior to its provision;
- (ii) by providing the minimum amount of information which it is obliged to provide.

7.5 The Purchaser is not bound by any duty of confidentiality if and insofar as it is required to disclose information in accordance with the provisions of the Dutch Government Information (Public Access) Act. Purchaser will comply with legitimate requests for disclosure in compliance with the Dutch Government Information (Public Access) Act.

Article 8 Warranties and Indemnities

8.1 Supplier warrants that it will perform the Services:

- (i) in accordance with all applicable statutory regulations; and
- (ii) in accordance with what has been agreed in this Agreement with respect to the Services; and
- (iii) to the extent within Supplier's reasonable control, without damaging the Products; and
- (iv) without causing any disadvantage to the Customers.

8.2 Supplier indemnifies Purchaser against all claims by third parties arising from any negligent acts or omissions of Supplier in breach of the aforementioned warranties under Article 8.1 and will reimburse Purchaser for all related costs - including reasonable costs of legal assistance except to the extent such claims are the result of any negligent acts or omissions of Purchaser.

8.3 Purchaser indemnifies Supplier against all claims of third parties arising from the use of the Services or otherwise related to the Services and will reimburse Supplier for all related costs - including reasonable costs of legal assistance - except to the extent such claims are the result of any negligent acts or omissions of Supplier as referred to under 8.2.

8.4 Parties will inform each other immediately in the event of a claim by a third party as referred to in this article 8.

8.5 In the event of a claim of a third party against Supplier as referred to in article 8, Supplier will forward the third party to Purchaser and Parties will endeavour to ensure that the third party subsequently addresses Purchaser. If the third party should nevertheless maintain its claim against Supplier or against both Purchaser and Supplier, Purchaser will (continue to) determine the further communication and strategy and put forward a defence, if necessary (also) in the name of Supplier.

8.6 Under no circumstances will a Party acknowledge liability, make a settlement or make any aggravating statements vis-à-vis a third party if and insofar as it concerns damage or costs for the account of the other Party.

Article 9 Damage and Insurance

9.1 If Purchaser suffers any damage as a result of a failure by Supplier in the fulfilment of its obligations under this Agreement, Supplier and Purchaser will consult in good faith to agree a compensation arrangement, provided that nothing in this Agreement expands Supplier's liability arising from any loss, damage or delay to a Shipment beyond that set forth in the conditions of carriage set out in Annex C.

9.2 Supplier maintains such insurance as is necessary and appropriate to conduct the business of providing the Services and to meet its liability obligations under this Agreement.

Article 10 Evaluation

10.1 The parties will evaluate the services under this Agreement at least once a year in a joint meeting at the offices of Purchaser.

Article 11 Engagement of Third Parties

11.1 Supplier remains fully responsible for its obligations under this Agreement, even if performed with the help of third parties, and guarantees full and adequate performance by those third parties.

11.2 Supplier shall, if it outsources part of its obligations to third parties, impose on those third parties obligations at least equal to the obligations of Supplier under this Agreement, inter alia with regard to quality and confidentiality. Supplier will ensure that the third parties involved directly grant Purchaser the right of inspection and access to the Products as laid down in Article 5, in the form of a third-party clause. Supplier will ensure that the third parties concerned undertake directly vis-à-vis Purchaser to observe confidentiality as laid down in Article 7, also in the form of a third-party clause.

Article 12 Duration and Termination

This Agreement shall enter into force on January 1st, 2021 and shall continue for a period of one (1) year, with tacit renewal of one (1) year thereafter unless a Party has given prior written notice, subject to a period of three months, that it does not wish to renew the Agreement. In any event, this Agreement will automatically terminate three (3) years after entry into force on 31 December 2023.

12.2 Purchaser has the right to terminate this Agreement with immediate effect by means of a written notification, without being liable to Supplier for damages, without prejudice to its further statutory rights to terminate if:

- (a) Supplier is in (provisional) suspension of payment, indicates that it is no longer able to pay its debts, is in liquidation and/or ceases its activities, or a petition has been filed for and/or bankruptcy has been pronounced in respect of Supplier;
- (b) Supplier fails to fulfil one or more of his obligations under this Agreement, and (unless fulfilment is no longer possible) after being ordered to do so within thirty (30) days;
- (c) Supplier is unable to fulfil one or more of his obligations under this Agreement as a result of a situation of force majeure, and that situation lasts for more than three (3) months;
- (d) Purchaser establishes during the evaluation referred to in Article 10.1 that Supplier has failed to fulfil one or more of its obligations under this Agreement in the past year, and justifies the termination of the failure(s) separately or jointly.

12.3 Purchaser also has the right to terminate this Agreement in writing with a notice period of three (3) months, without being liable to Supplier for damages, if as a result of political decision-making the transport of Products may no longer be outsourced to a third party.

12.4 Provisions that by their nature should continue to apply after termination of the Agreement will continue to apply, including in any case articles 7 (Confidentiality), 8 (Guarantees and Indemnities) and 14.3 (applicable law).

Article 13 Further Conditions and Ranking

13.1 The relationship between the Parties shall be governed by the following documents that are part of the conclusion of this Agreement:

- SLA (Annex A)
- Prices (Annex B)
- Supplier's Conditions of Carriage (Annex C)

13.2 In the event of any conflict between the various terms and conditions applicable between the Parties, the following order of precedence will apply, whereby the aforementioned terms and conditions will prevail over the terms and conditions stated thereafter:

- (1) the main text of this Agreement;
- (2) the SLA (Annex A);
- (3) the Conditions of Carriage (Annex C);

Article 14 Miscellaneous

14.1 Amendments and additions to the Agreement shall only apply if expressly agreed between Parties in writing.

14.2 If one or more provisions of this Agreement should be invalid or unenforceable by law, court order or otherwise, the Agreement will otherwise remain in force. In that case the Parties will in mutual consultation replace any invalid or unenforceable provision by another provision that reflects the purport of the Agreement as close as possible to the original provision.

14.3 This Agreement is governed by Dutch law, to the exclusion of the rules of conflict of laws. Any dispute relating to this Agreement that cannot be settled amicably shall be submitted to the competent court in The Hague, the Netherlands.

Each party's duly authorized officer, partner or principal has executed this Agreement as of its Effective Date.

NATIONAL INSTITUTE FOR PUBLIC Health AND THE ENVIRONMENT (RIVM)

5.1.2e

Title: 5.1.2e duly authorised

WORLD COURIER HOLLAND BV

By: 5.1.2e

Name 5.1.2e

Title: 5.1.2e duly authorised

Annex A

Service Level Agreement**1 Purpose**

This document describes the agreements made for the services of World Courier to RIVM-DVP. In addition, the mutual responsibilities were described. The service is provided under the current version of the Guidelines for Good Distribution Practice (GDP).

This Service Level Agreement (SLA) takes effect when both contract partners have signed and is reviewed every two years, or sooner if there is reason to do so. Changes to this document may only be made with the consent of both parties.

2 Confidentiality

The parties undertake to treat information relating to the performance of the activities mentioned in this DVO as confidential and to only share this information with those for whom this information is relevant to the performance of the activities mentioned in this SLA. Confidentiality will be maintained after termination of the agreement.

3 Quality

This agreement is subject to the following basic laws and regulations plus all current amendments to these regulations:

2013/C 343/01, Good Distribution Practice of Medicinal Products for Human Use Directive 2018/852 on packaging and packaging waste

RIVM-DVP is in possession of a GDP Certificate. A copy of this certificate is included in Annex 1.

Within the GDP regulations, if a product has been structurally stored at a location for more than 72 hours, the party operating the location must have a wholesale license. This is not the case for transport to the Caribbean Part of the Kingdom of the Netherlands; transport is therefore the responsibility of the client RIVM-DVP and its licence.

In the event that a subcontractor is used for (certain parts of) the transport, World Courier remains ultimately responsible for (the quality of) the outsourced activities; chapter 7.

4 Communication

The communication between RIVM-DVP and World Courier will be carried out according to the contact lists of both parties listed in Annexes 2 and 3.

RIVM can be reached within office hours (Medium European Time).

World Courier has Dutch-language contact persons available from Monday to Friday from 6 a.m. to 10 p.m. (Central European Time) to deal with questions and complaints from RIVM-DVP.

5 Abbreviations

CAPA	Corrective Action & Preventive Action
DVP	Department of Vaccine Supply and Prevention Programmes (RIVM)

GDP	Good Distribution Practice
PO number	Purchase Order number
QA	Quality Assurance
QP	Qualified Person
RIVM	National Institute for Health and the Environment
RP	Responsible Person
RVP	National Vaccination Programme
SLA	Service Level Agreement

6 Services

World Courier's operational services to RIVM-DVP include the following:

During the year planned shipments of vaccines, syringes, needles and dilutant will take place to the islands of the Caribbean Part of the Kingdom of the Netherlands. The following activities must be performed by World Courier:

- The Shipment will be collected at Movianto in Oss. Movianto Nederland BV, Keltenweg 70, 5342 LP in Oss or its back-up location
- World Courier will take care of the transport of the products to the Caribbean Part of the Kingdom of the Netherlands and will deliver the products to the location indicated by the RIVM. Subject to appropriate commercial flight availability, World Courier will endeavour to use the following routings:
 - Transport Aruba: Direct flight from Amsterdam to Aruba (Oranjestad), delivery to consignee. A signature for receipt must always be obtained from the recipient specified in the order.
 - Transport Curaçao: Direct flight from Amsterdam to Curaçao (Willemstad), delivery to consignee. A signature for receipt must always be obtained from the recipient specified in the order.
 - Transport St Maarten: Direct flight from Amsterdam to St Maarten (Philipsburg), delivery to consignee. A signature for receipt must always be obtained from the recipient specified in the order.
 - Transport Bonaire: Direct flight from Amsterdam to Bonaire (Kralendijk), delivery to consignee. A signature for receipt must always be obtained from the recipient specified in the order.
 - Transport Saba / St Eustatius: Flight from Amsterdam to St Maarten, then flight from St Maarten to each of the islands. Collection by the consignee at the local airport. Verification and feedback correct receipt by the addressee by World Courier.

In the event there is no suitable commercial flight availability, World Courier will use all reasonable efforts to offer an alternative solution.

7 Subcontracting

It is permitted to engage one or more subcontractors to carry out parts of the transport process of RIVM-DVP. World Courier is responsible for determining the correct (GDP) quality level of the relevant subcontractor, at least by means of a written audit.

In addition, World Courier is responsible for actively informing RIVM-DVP about the intended deployment of a subcontractor.

The agreements made with the subcontractor are recorded in writing in an agreement between both parties.

NB Airline (s) or (foreign) ferries that World Courier needs to carry out parts of the transport are not considered as subcontractor(s). It is not feasible to qualify them.

8 Matrix of responsibilities

The operational responsibilities for the numbered activities are explained in underlying paragraphs.

	Subject	RIVM-DVP	World Courier
1	Customer Approval	X	
2a	Documentation	X	X
2b	Archiving documentation	X	X
3a	information on specific working methods	X	
3b	Employee Training		X
4	Contacts with producers and authorities	X	
5	Conditions and monitoring resources		X
6	Temperature control loggers	X	
7	Qualification transport packaging		X
8	Order processing	X	
9	Packing shipment		X
10	Qualification of transport		X
11	Transport		X
12	Cleaning & Pest Control		X
13	Reporting and handling process deviations		X
14	Prevention of theft, exchange and contamination during transport		X
15	Inform about PO number	X	
16	Contacts with customers	X	X

8.1 Customer approval

RIVM-DVP is responsible for monitoring the possession of the correct permits by customers. Customers must be in possession of a wholesale licence or be entitled to supply medicinal products to the public.

8.2 Documentation

World Courier has a documented quality system, as referred to in the GDP guidelines, containing all procedures, processes, resources and activities to safeguard the quality and integrity of RIVM-DVP products during transport by World Courier.

World Courier is responsible for full traceability of the deliveries. The consignment note relating to transport is kept by World Courier for at least 5 years. There must be prior agreement with RIVM-DVP about the possible destruction of documentation.

Documentation relating to the transport, including the cold chain information of the deliveries is kept for at least 5 years by RIVM-DVP.

8.3 Training

(a) RIVM-DVP is responsible for notifying World Courier of specific requirements and practices that apply to the handling of RIVM products.

RIVM-DVP is responsible for informing World Courier in a timely manner in the event of changes in requirements and procedures.

b) World Courier is responsible for the training of employees and drivers, if employed or not, in accordance with GDP requirements and on specific requirements and working methods for RIVM. World Courier is responsible for recording the status of employees in training records.

8.4 Contact with producers and authorities

RIVM-DVP is responsible for all contacts with producers of RIVM products. Where product quality is concerned, RIVM's OP/RP is called in.

RIVM's QP/RP is responsible for contacts with (government) agencies.

8.5 Temperature conditions and means of monitoring

For the refrigerated and/or frozen RIVM products, a temperature of +2 - 8°C, -20 ± 5 °C and below minus 20°C or minus 60°C ("Cold Chain") applies for the entire logistics chain.

The consignments are collected from Movianto or its back-up location in a non-conditioned truck and packed on site in the passively refrigerated transport packaging that covers the rest of the transport route. After packaging, the product is no longer removed from the transport packaging. This secures the cold chain.

The transport packaging in question has been validated under different conditions, as prescribed by the GDP guidelines, see also 8.7.

In each transport packaging filled with product, a calibrated, single-use temperature logger is added in accordance with the procedure. To monitor the ambient temperature, a temperature logger shall also be placed on the outside of the transport packaging during each transport. The information from this logger is used for information purposes only,

The temperature loggers are not replaced during transport.

The temperature loggers can be read out by the receiver via USB connection, without program.

8.6 Checking temperature loggers

After transport, the temperature loggers are read out by the receiver and the data are checked by RIVM-DVP.

A temperature deviation (in the transport packaging) is defined in accordance with the table below:

If after reading the temperature logger it appears that a deviation has occurred, RIVM-DVP will contact World Courier for analysis and handling of the deviation. See also 8.12. A deviation is occurred by temperature excursions of +2-8 °C; -20 ± 5 °C; and below minus 20°C or minus 60°C.

Only the QP/RP of RIVM-DVP makes a decision about the usability of the products in case of a deviation.

8.7 Qualification of the transport packaging

For RIVM shipments, only qualified transport packaging provided by World Courier is used. World Courier is responsible for qualifying the transport packaging (or having it qualified). The qualified duration of the transport packaging is at least 24 hours longer than the longest expected transport duration per island.

8.8 Order processing

RIVM-DVP is responsible for providing World Courier with the correct order data and volumes. These will be provided by e-mail at least three working days prior to the desired start date of transport, subject however to consideration of flight availability.

World Courier will make an offer for the transport based on the order details. After approval of the logistics manager or product manager, RIVM will create a Purchase Order number based on this. The Purchase Order number must be stated on World Courier's invoice.

After receipt of the RIVM-DVP's approval on the quotation, the order is processed in World Courier's system.

Collection of urgent deliveries from Movianto or its back-up location will be carried out within 36 hours of the order details being provided, so far as reasonably practicable.

8.9 Packed shipment

Packing of the shipment is carried out upon collection, on site at the logistics service provider of RIVM DVP, namely Movianto in Oss or its back-up location. Packing is carried out by a Movianto employee (or employee of the back-up location) under the supervision of a driver trained by World Courier on these operations.

The packing of the shipment may be supervised by a DVP employee or a Movianto employee. World Courier has provided RIVM-DVP with packing instructions for the relevant transport packaging.

8.10 Qualification of transport

Each transport route is qualified by World Courier in accordance with GDP guidelines. Qualification includes not only the temperature curve but also other GDP aspects such as hygiene and security.

RIVM-DVP approves the qualification before the start of the transports to the islands of the Caribbean Part of the Kingdom of the Netherlands.

In case of a new transport route World Courier carries out a risk analysis on the proposed transport routes and discusses this with RIVM-DVP.

8.11 Transportation

World Courier shall use all reasonable efforts to maintain the refrigerated and/or frozen conditions

(2 - 8°C/ -20 ± 5 °C; and below minus 20°C or minus 60°C during the transport route.

During road transport (both in World Courier's own means of transport and other vehicles used for RIVM consignments), no products other than medicines or related products may be transported in the same vehicle at the same time. means of road transport may be used for the transport of infectious products (such as livestock, foodstuffs, dangerous and/or chemical substances, products that cause odour contamination). It is a procedural requirement that the vehicle is disinfected after the transport of infectious products.

World Courier is responsible for the correct delivery of the shipments. Deliveries must only be made to the delivery address indicated by RIVM-DVP.

World Courier is responsible for making a digitally signed proof of delivery available to RIVM-DVP within 24 hours of delivery on Aruba, Curaçao, St Maarten, Saba, St. Eustatius and Bonaire, and, if possible, proof of collection by the receiving party.

8.12 Cleaning & Pest Control

The company's own means of transport and logistics areas used should be easy to clean and disinfect and should be designed in such a way as to prevent ingress of vermin as much as possible.

World Courier is responsible for the availability and execution of written procedures for cleaning and pest control of its own means of transport and premises. Execution and controls are documented and controllable.

8.13 Process deviations and changes

World Courier informs RIVM-DVP immediately in case of process deviations in the transport (such as delay, loss, opened transport packaging). Corrective actions were carried out as quickly as possible. The deviation is documented according to a deviation procedure, including root cause analysis and CAPAs. RIVM-DVP is kept informed of the progress and the final outcome / closure of the deviation during the handling.

In the event of escalations or complaints, the Local Quality Coordinator, the Sales Manager and the Operations Manager of World Courier and the Logistics Manager, Product Manager and QP/RP of RIVM are involved.

The complaint was reported back and forth between the parties by e-mail. The complaint must contain at least the following information: name and details of the complainant and/or contact person, transport number, clear description of the complaint, possible CAPAs.

After receipt of the complaint, the addressee must provide a response within five working days and state the period within which a solution to or improvement of the problem is expected. The complaint must be dealt with within six weeks of receipt. This may be extended by a maximum of four weeks, provided that the complainant is notified by e-mail.

If World Courier requires a change to a critical process or critical equipment, this will first be submitted to RIVM for assessment before the change in question is implemented.

Depending on the subject, the change will be implemented in mutual consultation between RIVM-DVP and World Courier. Changes must be documented via a Change Control procedure.

8.14 Preventing theft or exchange during transport

World Courier is responsible for taking adequate measures to prevent theft or exchange (with or without falsified medicine) of the RIVM product during the transport process from collection to delivery at the agreed end point of transport. In the event of possible theft or exchange, RIVM-DVP's QP/RP will be informed immediately.

8.15 Invoicing

RIVM-DVP is responsible for informing World Courier in good time of the PO number to be used for invoicing.

World Courier is responsible for generating invoices for the service for RIVM-DVP.

8.16 Contacts with customers

RIVM-DVP has contact with customers regarding the acceptance of orders, possible deviations and complaints etcetera.

World Courier has contact with customers regarding making agreements about the delivery of shipments.

9 Physical requirements for shipments

RIVM-DVP is responsible for the correct delivery of products to World Courier.

10 Damage to or loss of goods

In the event of damage to or loss of products detected by World Courier or by RIVM-DVP, this will be reported to the other party as soon as possible.

11 Auditing

In addition to the initial and periodic GDP audit, RIVM-DVP can carry out an interim inspection of the World Courier spaces and resources used for RIVM-DVP and the work carried out on behalf of RIVM-DVP. World Courier will grant access to RIVM-DVP for these inspections at all times, provided they have been announced within a reasonable period of time.

Annex B

Pricing

1. The rates applicable to the Services shall be the standard tariff prevailing in the relevant World Courier office billing the Shipment on the date the Shipment is booked.
2. Fuel and security surcharges shall be applicable on each Shipment, calculated as a percentage of the total charges payable and shall be applied at the prevailing rate of the World Courier office billing the shipment. A COVID surcharge may also be applied to each Shipment. Such surcharge rates are subject to change and shall be notified to Customer by the applicable World Courier office each time they change.
3. All additional supplementary services and materials including, without limitation, packaging solutions shall be charged at the prevailing tariff of the World Courier office billing the shipment.

Annex C

World Courier's Conditions of Carriage

By tendering a Shipment to World Courier for Carriage, Shipper agrees on behalf of all Shipping Parties that (a) these Conditions govern World Courier's Carriage of the Shipment, (b) World Courier is not a common carrier, and (c) these Conditions impose no obligation on World Courier to accept tender of any item for Carriage. Capitalized words used in these Conditions that are not defined in the body of these Conditions have the meaning given to them in the attached Exhibit incorporated herein.

1. Shipper's Warranties & Covenants**1.1 Shipper represents and warrants that:**

- (a) Shipper is the owner (or authorized agent of the owner) of the Shipment and is authorized to tender the Shipment for Carriage and execute the Waybill;
- (b) all information on the Waybill is accurate, complete and current, and the Declared Value for Carriage, if any, does not exceed the value of Shipper's actual interest in the Shipment upon delivery at the designated destination;
- (c) the Shipment is prepared, packed, labelled and marked properly and sufficiently for Carriage and in accordance with Applicable Law, Shipper has obtained all applicable Licences required for the Carriage and these Licences will be effective for the Carriage's duration;
- (d) none of the Shipping Parties is a Prohibited Person or is owned or controlled by, or is acting on behalf of, a Prohibited Person;
- (e) no member of the Courier Organisation will be subject to any sanction, penalty or claim of any type due to the Carriage of, or other transaction involving, the Shipment, including a claim for infringement of third party intellectual property rights; and
- (f) the Shipment does not include:
 - (i) weapons, ammunition, explosives or items likely to harbour or encourage vermin or pest;
 - (ii) a Restricted Item the possession or Carriage of which per the Waybill violates Applicable Law or any other item prohibited for Carriage by Applicable Law or a Relevant Authority; or
 - (iii) currency, bullion, negotiable cash equivalents or securities.

1.2 For each Shipment, Shipper agrees to:

- (a) indicate on the Waybill if the Shipment's contents are fragile, prone to damage during Carriage or need special handling for safe Carriage;
- (b) prior to tender, notify World Courier of any temperature control requirements for the Shipment, including its contents and required temperature range;
- (c) prior to tender, notify in writing World Courier of the exact nature of any Dangerous Goods in the Shipment and, if tender is accepted, comply with Applicable Law and all World Courier requirements relating to their Carriage;
- (d) promptly provide in writing all information necessary for World Courier to perform the Carriage, including information about the Dangerous Goods as required by Applicable Law;
- (e) comply with Applicable Law and all requirements of any Relevant Authority relating to the Shipment, including Licence requirements; and
- (f) ensure the consignee's proper completion of all import documentation.

1.3 Upon Shipper's breach of any representation, warranty or covenant herein, World Courier may terminate Carriage. At such time, World Courier's responsibility for Carriage and the Shipment ceases in full and World Courier may place the Shipment at any location it selects for retrieval by Shipper at Shipper's sole expense. Thereafter, World Courier will (a) give Shipper written notice of any action taken under this clause, and (b) be entitled on demand to the full Charges in respect of such Shipment, together with additional compensation for all costs resulting from such breach and World Courier's actions under this clause.

2. Carriage & Delivery

2.1 World Courier reserves the right to select the means and route of transport (with stopovers) for the Shipment and may consolidate any Shipment with others. Final Charges will be based on actual means and routes selected by World Courier for Carriage. Carriage of any Shipment by rail, sea or inland waterway is (a) arranged by World Courier as agent for Shipper and without liability of any type to World Courier, and (b) subject to the conditions of carriage of the rail, shipping or inland waterway carrier contracted to carry the Shipment.

2.2 World Courier may subcontract any part of the Carriage to any member of the Courier Organisation on any terms whatsoever as determined solely by World Courier, provided World Courier remains liable for such performance. Shipper will make no claim of any type, whether based in contract, tort, bailment or any other legal theory, against any member of the Courier Organisation other than World Courier in respect of the Shipment and/or Carriage. Without prejudice to the foregoing, all defences, exemptions, immunities, limitations and rights of World

Courier hereunder apply to the entire Courier Organisation and each member thereof has the right to enforce them as if such provisions were expressly for its benefit, and in entering into the Waybill, World Courier, to the extent of these provisions, is acting for itself and as agent and trustee for such persons.

2.3 If delivery to the consignee at the address provided on the Waybill cannot be made for any reason beyond World Courier's control (including due to the consignee's refusal or a Force Majeure Event): (a) World Courier will return the Shipment to the place of tender or other location selected by World Courier, acting reasonably, and notify Shipper; (b) Shipper will pay on demand all costs and expenses, including storage charges, arising therefrom; and (c) World Courier has no liability on account thereof.

2.4 Any member of the Courier Organisation is permitted to open and inspect (including through x-ray) a Shipment's contents, including any electronic data or information therein. World Courier is not responsible or liable in any manner as a result of such inspection, including due to any delay or damage resulting therefrom. Promptly upon request, Shipper will provide any password required to access such electronic data or information.

2.5 If Shipper has not appointed a broker for customs clearance, Shipper (a) appoints World Courier, other members of the Courier Organisation and third party brokers selected by them on behalf of Shipper to act as Shipper's agent (and not as principal) in this capacity in all respects, and (b) will promptly provide all information and execute all documents necessary to confirm the appointment and comply with Applicable Law.

2.6 World Courier retains exclusive ownership of all packaging containers (inclusive of gel packs and temperature loggers) rented or leased to Shipper. Shipper is solely responsible for all loss or damage (normal wear and tear excluded) to such containers and is responsible for their prompt return to World Courier following delivery.

2.7 WORLD COURIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND DISCLAIMS AND EXCLUDES ALL WARRANTIES AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW TO THE FULLEST EXTENT PERMITTED.

3. Charges, Fees, Advances; No Setoffs

3.1 Shipper will pay to World Courier fees for Carriage calculated in accordance with (a) the tariff applicable at the time and location where the Shipment is tendered for Carriage, or (b) the rates, charges or fees agreed by Shipper and World Courier. Surcharges may apply for specific elements of the Carriage, including advancements and the handling of Dangerous Goods. All Charges are exclusive of (x) Relevant Authority Levies, and (y) advances and disbursements to third parties made by World Courier in connection with the Shipment. Any Relevant Authority Levies or such advances or disbursements will be for Shipper's sole account and paid by Shipper or reimbursed to World Courier on demand if first paid by World Courier.

3.2 Charges are payable in full on demand, unless World Courier, in its sole discretion, grants credit on any amount payable to World Courier, in which case the Charges are due in full in World Courier's account in available funds no later than 30 days of invoice date. Shipper's payment obligations hereunder are absolute, unconditional and not subject to reduction, set-off, counterclaim or delay. Payment by credit card is not permitted unless previously agreed in writing by World Courier. World Courier may require pre-payment of anticipated Relevant Authority Levies or third-party advances or disbursements and any such pre-payment will be held without interest. If any payment is not received by the due date, in addition to other remedies, World Courier will charge a per-day late payment fee calculated at the rate of the lesser of (a) 1% per month and (b) the highest amount permitted by Applicable Law.

4. World Courier's Liability for Loss, Damage, Delay

4.1 World Courier's liability for loss of, or damage to, a Shipment for any reason is determined and limited in accordance with Compulsory Legislation. Absent Compulsory Legislation, World Courier will only be liable for loss or damage to a Shipment caused by its negligence or wilful misconduct and such liability will not exceed the greater of (a) 22 Special Drawing Rights per kilo, and (b) US\$150; provided in no event will World Courier's liability exceed the lowest of the Shipment's replacement cost, repair cost or reconstituted value.

4.2 Delivery times are not guaranteed. World Courier's liability for delay in the Carriage of a Shipment for any reason is determined and limited in accordance with Compulsory Legislation. Absent Compulsory Legislation, World Courier has no liability for any loss or damage caused by a delay in performance of the Carriage for any reason.

4.3 Unless mandated by applicable Compulsory Legislation, World Courier has no liability for any:

- (a) direct or indirect loss of profit, sales, business, goodwill or reputation, third party claim or indirect or consequential loss;
- (b) loss or damage caused directly or indirectly by Shipper or any third party (including any engaged by World Courier as agent for the Shipping Parties), including due to improper packing by Shipper; or
- (c) loss or damage caused by Dangerous Goods.

4.4 Shipper may increase World Courier's liability pursuant to clause 4.1 for loss of, or damage to, a Shipment arising by World Courier's negligence or wilful misconduct by both (a) entering on the Waybill a Declared Value for Carriage, in an amount not exceeding US\$100,000, and (b) paying to World Courier a surcharge as quoted by World Courier therefor; provided in no event will World Courier's liability exceed the lowest of the Shipment's replacement cost, repair cost or reconstituted value.

4.5 World Courier's maximum aggregate liability for all events occurring in relation to a Waybill, other than for loss or damage per clauses 4.1 and 4.4, is limited to Charges for the Shipment.

4.6 Receipt by the person entitled to delivery of the Shipment without complaint is *prima facie* evidence of delivery in good condition and per the Waybill. Notice of loss of, or damage to, a Shipment, indicating the nature of the loss or damage, must be provided in writing to World Courier upon delivery unless the loss or damage is not apparent, in which case notice must be provided (a) within the time limit set by Compulsory Legislation, or (b) absent Compulsory Legislation, within 60 days after the date the Shipment is tendered for Carriage. Absent Compulsory Legislation, Claims not made within the time limits provided in the prior sentence are waived in all respects.

4.7 The time limit for commencing legal proceedings against World Courier is set by Compulsory Legislation. Absent Compulsory Legislation, World Courier is discharged of all liability in respect of the Carriage unless legal proceedings are duly commenced and written notice thereof given to World Courier within nine months from the date the Shipment was tendered for Carriage, unless the proceedings relate to a claim for Charges, in which case such nine-month period is shortened to three months.

4.8 Except as set forth in clause 4, World Courier will have no liability arising out of or in connection with the Carriage. The defences, limits and exclusions of liability provided for in these Conditions apply in any action against World Courier arising out of, or in connection with, the Carriage, regardless of the nature of the action whether based in contract, tort, bailment, wilful misconduct, or other legal theory. In no event shall the liability provisions in clause 4 be amended, expanded or modified by any service level or quality agreement, purchase order or other writing describing the shipping protocol for Shipments.

4.9 Nothing in these Conditions limits World Courier's liability for death or personal injury caused by its negligence or wilful misconduct.

5. Indemnification & Insurance

5.1 Shipper indemnifies each member of the Courier Organisation for and against any and all Indemnifiable Losses in any way arising from:

- (a) a breach of the representations, warranties or covenants herein;
- (b) such member's acts or omissions based on instructions or directions given by any Shipping Party;
- (c) liability or claims made by any third parties (including claims by Shipper's customer and other third parties acting as Shipper's subrogee or assign) in excess of World Courier's liability hereunder regardless of whether such liability arises from, or in connection with a breach of contract, negligence, wilful misconduct or breach of duty by World Courier or a member of the Courier Organisation; and
- (d) any claim made by a Shipping Party against any such member other than World Courier.

5.2 World Courier does not provide insurance of any kind for Shipments. Shipper is solely responsible for insuring the Shipment against all insurable risks to the Shipment's full insurable value (including all duties and taxes) and such insurance must include a waiver of subrogation provision in favour of each member of the Courier Organisation.

6. **Force Majeure** Neither party is liable to the other for any loss, delay or non-performance of its obligations under these Conditions (other than breach of an obligation to make payment of any sum due under these Conditions) to the extent due to a Force Majeure Event. Shipper will reimburse World Courier for any increase in costs arising from Carriage of a Shipment on behalf of a Shipping Party during a Force Majeure Event.

7. General

7.1 A waiver or delay in enforcing these Conditions will not deprive a party of its right to act later or due to another breach. These Conditions: are governed by the laws of England; constitute the entire agreement between World Courier and Shipper and supersede prior agreements regarding Carriage of the Shipment; and cannot be amended unless each party agrees in writing. If there is a conflict between these Conditions and a Waybill, these Conditions will prevail. The members of the Courier Organization will have the benefit of all defences, exemptions, immunities, limitations and rights of World Courier and have the right to enforce them in accordance with the provision of the Contracts (Rights of Third Parties) Act 1999. Except as expressly provided herein, a person who is not a party to the Conditions may not enforce, or otherwise have the benefit of, any provision of these Conditions under the Contracts (Rights of Third Parties) Act 1999. If any provision in these Conditions is determined by a court of competent jurisdiction to be unenforceable, these Conditions will be deemed amended to the minimum extent necessary to render the otherwise unenforceable provision, and the remainder of these Conditions, enforceable.

7.2 Unless otherwise required by Compulsory Legislation, any claims against World Courier under these Conditions or otherwise arising from the Carriage will be determined exclusively by the courts of England to which jurisdiction the Shipper irrevocably submits. World Courier is entitled to bring legal proceedings against the Shipper in the courts of England or in any other jurisdiction and legal proceedings by World Courier in one or more jurisdictions will not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not. The prevailing party in any legal action may recover all costs, including reasonable attorneys' fees and expenses.

7.3 Each of the Courier Organisation and the Shipping Parties: (a) mutually waive and release the other from any and all liabilities relating to any claim for loss or damage of any kind arising out of an Act of Terrorism; and (b) agree to be solely responsible to the full extent of any and all loss or damage they or their respective employees, officers or agents may sustain resulting from an Act of Terrorism when any Qualified Anti-Terrorism Technology has been deployed on account thereof. Notwithstanding the foregoing, this clause will not be deemed to limit the scope or extent of the Shipping Parties' obligations to the members of the Courier Organisation under clause 5.1.

7.4 In these Conditions: (a) a reference to a party or a clause is to a party subject to, or a clause of, these Conditions; (b) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) any reference to the term "Shipper" is deemed a reference to the "Shipping Parties"; and (d) the term "including" means "including, without limitation".

Definitions Exhibit

"**Act of Terrorism**" has the meaning ascribed to that term under the SAFETY Act.

"**Applicable Law**" means any and all laws, regulations and rules applicable to the exportation, importation, transportation, storage and handling of the Shipment and to any obligation or activity related to these Conditions.

"**Carriage**" means all services performed by or on behalf of World Courier in relation to a Shipment, including packing after tender, transporting, importing, exporting, customs clearance, unpacking in connection with delivery, in-transit storage and related documentation and handling.

"**Charges**" means all fees and charges payable to World Courier in accordance with the Conditions.

"**Compulsory Legislation**" means any of the following when it applies compulsorily to any stage of the Carriage, to the extent it cannot be waived or modified:

- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, as amended;
- (b) the Guadalajara Supplementary Convention (1961);
- (c) the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999;
- (d) the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956); or
- (e) any other international convention or national law.

"**Conditions**" means these Conditions of Carriage and the Waybill.

"**Courier Organisation**" means World Courier and its subsidiaries and affiliates and their respective directors, officers, employees, agents and subcontractors, excluding any third party engaged by World Courier solely as agent for any Shipping Party.

"**Dangerous Goods**" means any item which is or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive or that otherwise presents a risk of damage or injury of any type to property or person.

"**Declared Value for Carriage**" means the Declared Value for Carriage, if any, indicated on the Waybill.

"**Force Majeure Event**" means hazards or dangers incident to a state of war or belligerency; any act or restraint or other guidance, restriction or prohibition of any government or public authority acting with actual or apparent authority; a public health emergency of international concern, strikes, riots, or civil unrest (whether or not involving World Courier's employees); fires, water damages, floods, tremors, earthquakes, mudslides, snowstorms, tornadoes, hurricanes, monsoons, eruptions and other natural disasters and extreme weather conditions; and/or acts of God and/or any other circumstances outside the party's control.

"**Indemnifiable Losses**" means any and all costs, losses, expenses, demands, claims, actions, causes of action, judgments, assessments, damages, amounts paid in settlement of actions or claims, obligations, recoveries, deficiencies, liabilities, fines, penalties, costs and fees, including court costs and reasonable attorneys' fees and expenses.

"**Licences**" means all import and export licences and other authorizations relating to the Shipment necessary for the Carriage, including any required by Applicable Law or any Relevant Authority.

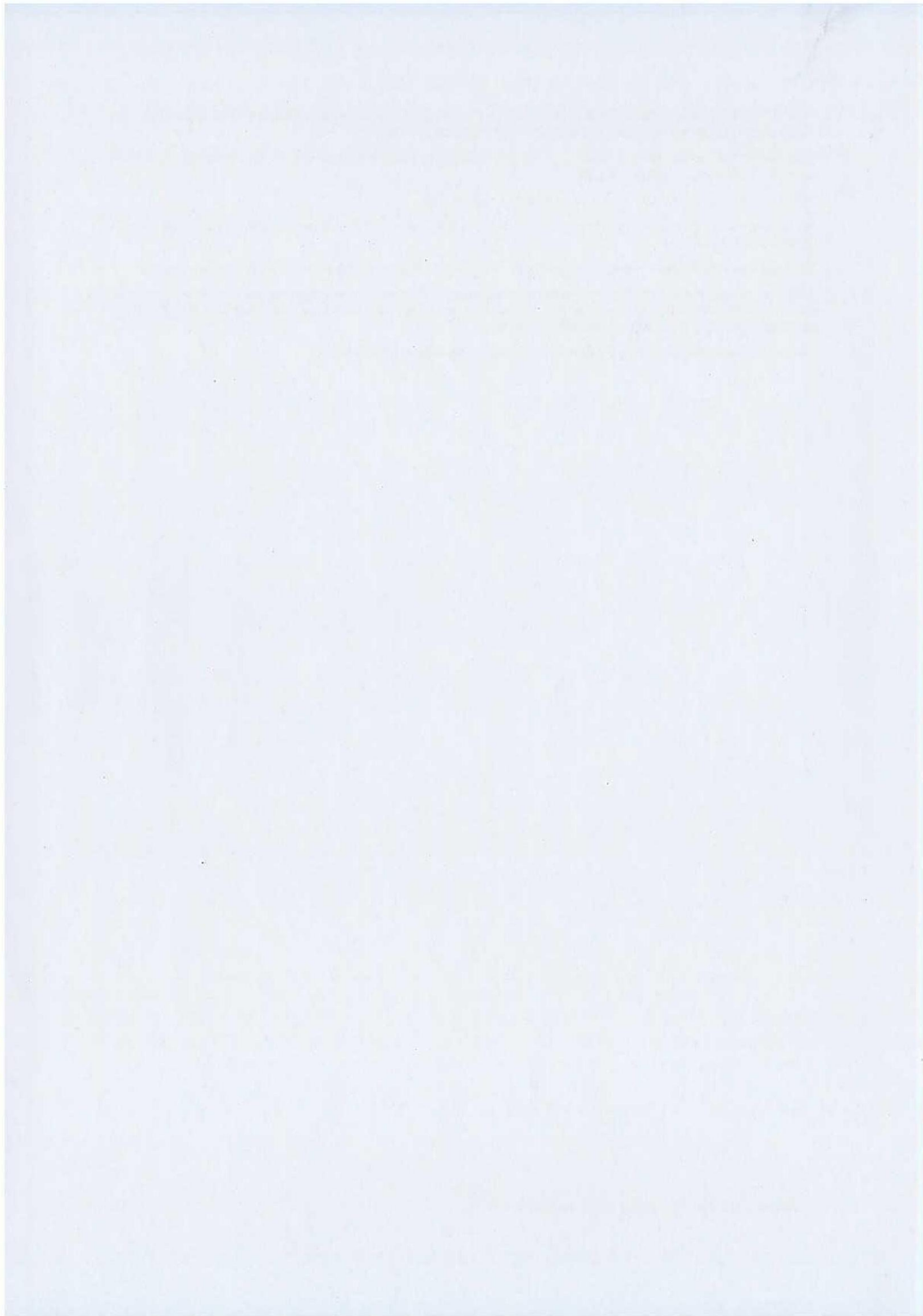
"**Prohibited Person**" means any individual or entity with whom transactions are restricted or prohibited under any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.

"**Qualified Anti-Terrorism Technology**" has the meaning ascribed to that term under the SAFETY Act and expressly includes certified cargo screening facilities and any associated services offered by any member of the Courier Organisation.

"**Relevant Authority**" means any customs authority, customs inspection station, airport authority, national civil aviation authority (including the International Air Transport Association and International Civil Aviation Organisation) and any other authority having jurisdiction over any element of the Carriage or the Shipment.

"**Relevant Authority Levy**" means value added tax and any other tax, duty, levy, charge, deposit or outlay imposed by a Relevant Authority and/or any expenses incurred in complying with the requirement of any Relevant Authority with respect to a Shipment.

"**Restricted Item**" means any cargo or item that is subject to any import or export sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.



"SAFETY Act" means the Support Anti-Terrorism By Fostering Technologies Act of 2002, 6 USC §441 et seq., of the United States of America, and the regulations promulgated thereunder.

"Shipment" means all items (including packing or packaging materials) tendered to, and accepted by, World Courier for Carriage under one Waybill.

"Shipper" means the person named as shipper on the Waybill.

"Shipping Parties" means the Shipper, consignee, receiver, owner of the Shipment and anyone else with an interest in the Shipment.

"Special Drawing Rights" means the Special Drawing Rights defined by the International Monetary Fund.

"Waybill" means the duly authorized waybill accompanying a Shipment or any shipping document, label, receipt, electronic entry, order form or any other means issued or provided by World Courier that preserves a record of the Carriage to be performed with respect to the Shipment.

"World Courier" means the World Courier company appearing on the Waybill.