

General terms and conditions

Link Logistics Inc. / Link Logistics US Inc.
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Link Logistics Inc. General Terms and Conditions

The following General Terms and Conditions (the “Terms”) shall apply to any and all services, transportation, and work provided by, or on behalf of, Link Logistics Inc., a Delaware corporation (doing business as “Link Logistics US Inc.” and referred to in these Terms as “Link Logistics”) to its customers (each, a “Customer”). Any services, transportation, and work performed or provided by Link Logistics is made and given on the express condition and understanding that the following Terms apply. Link Logistics’ acceptance of any agreement with the Customer, including the Logistics and Services Agreement and any and all other agreements with the Customer (collectively, the “Customer Agreement”), is expressly made conditional upon the Customer’s acceptance of all the terms and conditions contained herein.

These Terms together with any and all Customer Agreements are collectively referred to herein as the “Agreement.” Link Logistics objects to any additional or different terms and conditions, whether contained in the Customer’s correspondence, forms, proposals, or otherwise. Link Logistics will not be deemed to have waived these Terms if it fails to object to any provision contained in the Customer’s correspondence or otherwise. Customer’s silence or its acceptance of Link Logistics’ services constitutes its acceptance of these Terms. These Terms are hereby incorporated into all Customer Agreements by reference.

1. Scope of terms and conditions and deviation from these

- 1.1 These Terms shall apply to all services, transportation, and work provided by, or on behalf of, Link Logistics.
- 1.2 Any deviation from these Terms shall only apply if the deviation is agreed upon in writing.
- 1.3 In the event of a conflict between these Terms and any other document containing terms and conditions arising out of or relating to the parties’ relationship, including Customer Agreements, these Terms shall control.

2. Additional services

- 2.1 Link Logistics shall not be obligated to provide any additional services, transportation, and/or work that it does not expressly agree to in writing with the Customer.
- 2.2 Link Logistics may, in individual cases, offer to assist the Customer in procur-

ing transport insurance, but only if Link Logistics has agreed and confirmed to do so in writing. The terms of such insurance are available upon request. Where, through Link Logistics' web-based booking platform, the Customer both arranges for services, transportation, and/or work and has opted to add insurance, then Link Logistics waives the written confirmation in the preceding sentence, but the Customer acknowledges that it has read the terms of such insurance. In all instances, the Customer shall be responsible for ensuring that the insurance is adequate, covers the existing risk, and premiums are paid. In no event shall Link Logistics be deemed an insurance agent or broker.

23 Link Logistics may, in individual cases, offer services, transportation, or work concerning certain types of goods otherwise excluded by these Terms, such as dangerous or oversize goods, air freight, security-cleared transport, bonded warehouse, On Board Courier, and here-and-now transport. Such goods or any proposed handling, services, transportation, or work is agreed to only upon Link Logistics' express written confirmation. It is insufficient that the Customer merely states the type of goods or proposed handling instructions. Link Logistics shall not be responsible for any damage occurring in connection with such goods or any proposed handling, services, transportation, or work arising from the Customer's failure to provide the information necessary in connection therewith.

24 The Customer shall set forth in writing to Link Logistics any requests for special transport, clearance, handling, delivery, or time-guarantee instructions in connection with Link Logistics' services, transportation, or work. The Customer's specific requests for fragile or temperature-sensitive goods must include the type, treatment, handling, and storage instructions for the goods and any other relevant measures the Customer considers necessary to safeguard the goods. Such requests for special instructions are agreed to only upon Link Logistics' express written confirmation.

3. Customer's guarantees

31 Customer guarantees and warrants that all information is sent to Link Logistics in accordance with the agreed terms and guidelines for data exchange between the parties (if any), and that the goods fulfill the agreed requirements and Link Logistics' guidelines and instructions with respect to size, weight, marking and contents, and are tendered at the agreed time. Goods consisting of several consignment parts must be packaged separately and each provided with a label. Individual parts must not be taped or strapped together. The goods must be adequately packaged so that the packaging protects the goods from ordinary impacts and risks during transport, including pressure, moisture, temperature, wear, and weather conditions, ensuring that the goods can be handled and treated without any risk of loss of or damage to the goods, other goods, any container or other article or transport or any means of transport. The packaging must be able to withstand automatic sorting where handling labels and symbols are not taken into consideration.

32 In the absence of prior express written consent from Link Logistics, the Customer further guarantees and warrants it shall not tender to Link Logistics goods with a value of more the USD \$250,000.00, and in no event shall such tendered goods consist of: antiques; cash; bearer securities; precious metals; goods categorized as dangerous goods irrespective of volume; living/dead animals; urns; goods with fragile or liquid contents; medicinal products, narcotics, or euphoriants; weapons, ammunition, or explosive elements; perishable foods; or materials that encourage or incite illegal acts or the like. Link Logistics reserves the right, based on its sole judgment, to refuse to handle the Customer's goods.

33 Customer further guarantees and warrants to indemnify Link Logistics for any damage/loss caused by the Customer, the goods, or the acts or omissions of the Customer's agents and representatives in accordance with these Terms. In the event that a carrier, third-party, or any governmental authority makes a claim or institutes legal action against Link Logistics for freight, demurrage, detention, duties, fines, penalties, liquidated damages, or other damages arising from or relating to the services, transportation, or work the Customer requested of Link Logistics, the Customer agrees to

indemnify, defend, and hold Link Logistics harmless for any amount Link Logistics may be required to pay such carrier, third-party, or governmental authority together with reasonable expenses, including but not limited to attorney fees, costs, and expenses incurred by Link Logistics in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to Link Logistics

34 The Customer shall complete fully all relevant transport documents. The goods shall be marked in a legible and durable manner. The Customer shall state a legible name, street, street number, postal code, city and country of both the shipper/sender and consignee/recipient.

4. Customer's requests for change

41 If the Customer wants to request any change in relation to the agreed services, transportation, or work, notification of such change must be given as soon as possible and in writing to Link Logistics. Any request of change may be fulfilled by Link Logistics, at its option, to the extent that it is reasonably feasible in Link Logistics' sole discretion, and against payment by the Customer to Link Logistics for Link Logistics' additional services, transportation, or work and expenses in relation thereto.

5. Transport and handling

51 The Customer acknowledges and agrees that Link Logistics is a transportation broker only, arranging for carriage by independent third-party common carriers, unless and except where Link Logistics issues a contract of carriage to the Customer or is deemed by law to be a common carrier of goods by air, motor vehicle, ocean, or rail carriage. Unless Link Logistics is deemed by law to be a common carrier and the loss, damage, expense, or delay occurs to the shipment during such common carriage, Link Logistics assumes no liability as a carrier, and is not to be held responsible for any loss, damage, expense, or delay to the shipment or for Link Logistics' services.

52 Unless services are performed by third-parties engaged pursuant to express written instructions from the Customer (and expressly agreed to by Link Logistics), Link

Logistics shall use reasonable care in its selection of third-parties used for the services, transportation, and work Link Logistics has agreed to provide. Link Logistics may plan and choose transport routes and means of transport and shall be entitled to make changes to these without obtaining consent from the Customer.

5.3 Absent express written agreement by Link Logistics to the Customer's special instructions, Link Logistics may use the means and methods to render the agreed upon services, transportation, and work it deems appropriate in its sole discretion.

5.4 Link Logistics shall have the sole discretion to return damaged or leaky goods to the Customer or to destroy the goods if return is impractical. The cost to return or destroy such damaged or leaky goods shall be borne solely by the Customer.

6. Transport time

6.1 The transport time stated/indicated in the relevant transport documents or communications by Link Logistics or in its product descriptions or web-based booking platform shall be regarded as indicative and merely an estimate of transport time. Link Logistics may deliver earlier or later than such estimate.

7. Delivery

7.1 The Customer expressly accepts that delivery can be made to a third-party, a parcel box address, or a post office (including a shop, service station, or kiosk etc.). When delivery has been made to such third-party, then Link Logistics shall be free from any responsibility and liability in relation to the goods thereafter.

8. Delivery impediments

8.1 The Customer shall pay for the entire agreed services, transportation, and work even if delivery impediments or delay occurs, provided they are outside Link Logistics' control. In case of partial delivery, the Customer shall always — irrespective of the nature and cause of the delivery impediment — pay for the part of the agreed services, transportation, and work that have been delivered or provided.

8.2 Not to the exclusion of any other circumstances, a delivery impediment shall be deemed outside of Link Logistics' control where it:

8.2.1 arises or relates to the Customer's circumstances, including but not limited to: goods are lost without this being attributable to Link Logistics; the Customer's belated or untimely tender of the goods to Link Logistics; the Customer's failure to address, mark, or sort the goods in accordance with the Agreement; or the Customer has given Link Logistics incorrect or inadequate information;

8.2.2 is caused by external circumstances, including but not limited to: industrial disputes; accidents; natural disasters; terror; rough or heavy weather conditions; or other incidents that are in the nature of force majeure; or

8.2.3 is due to lack of access or delivery options, including but not limited to inaccessible addresses.

9. Storage

9.1 Storage of the goods is not included, except for the brief storage that forms an incidental part of the transport process.

9.2 If the transport is interrupted, Link Logistics will contact the Customer and request instructions to the extent that this is relevant and feasible. If the Customer does not respond within the stated time, Link Logistics shall be entitled to store the goods at the Customer's expense.

10. Prices and invoicing

10.1 Link Logistics' prices are stated in the price list enclosed to the Customer Agreement. If no price has been agreed upon for a given service, Link Logistics is entitled to invoice as per account rendered as long as the invoice amount is not clearly unreasonable.

10.2 All amounts are stated exclusive of sales tax and other similar taxes. Taxes, customs, and other fees and charges are not included in the price unless specifically

stated, and the Customer shall be fully responsible for all such charges in addition to the prices stated in the price lists.

10.3 Link Logistics reserves the right to post-invoicing of completed services in excess of the Agreement, including fees, charges etc.

10.4 Link Logistics' terms of payment are 14 days net, unless otherwise agreed in writing.

11. Link Logistics' liability in damages

11.1 Notwithstanding anything in these Terms to the contrary, Link Logistics shall only be liable to the Customer if the Customer can document that Link Logistics' negligent acts are the direct and proximate cause of injury to the Customer and only if the Customer has taken reasonable measures to limit the loss.

11.2 The Customer shall bear the burden of proof, including documentation of its loss.

12. Declaring Higher Valuation.

12.1 Inasmuch as carriers, warehousemen and others to whom the goods are entrusted (including Link Logistics where it is deemed by law to be a common carrier of goods by air, motor vehicle, ocean, or rail carriage), may limit their liability for loss or damage unless a higher value is declared for the goods and the charge based on such higher value is agreed to by such provider, unless Link Logistics receives specific written instructions from the Customer to pay such higher charges based on valuation and any such provider accepts such higher declared value, any valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the provider subject to the limitations of liability set forth herein with respect to any claim against Link Logistics.

12.2 Link Logistics has established and offered alternative rates for the carriage or storage of the goods where Link Logistics provides common carriage of the Customer's goods by air, motor vehicle, ocean, or rail carriage, or stores the goods as a warehouseman. The limitations of liability set forth herein shall not apply in the event that

the Customer both (a) declares the nature and value of the goods in writing to Link Logistics before shipment and (b) the value is inserted in the bill of lading, contract of carriage, storage agreement, or other express written documentation issued by Link Logistics. The Customer warrants that such declared value shall not be arbitrary or fictitious, but rather based on a method of valuation in the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade (GATT) 1994 (or any successor agreement thereto).

13. Exclusions from liability

13.1 Notwithstanding anything in these Terms to the contrary, in no event shall Link Logistics or any of its parent companies or affiliates or any of their representatives be liable to the Customer or any third-party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of data, loss of use, revenue, profit, loss of market share or deprivation, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the Customer was advised of the possibility of such damages.

13.2 Further, Link Logistics shall not be liable for:

- a) conditions owing to the Customer's non-fulfilment of guarantees issued, see clause 3 (and its subparts), or any other breach by the Customer;
- b) loss, market disturbance or any other consequence of cases where a third-party via hacking, wiretapping, decoding, monitoring, break-in, phishing or other unlawful way obtains access to the Link Logistics' IT systems, and this results in loss, erasure, copying and/or change of data;
- c) loss due to obstacles to delivery that are outside Link Logistics' control, see clause 8, or due to any force majeure or act of God.

13.3 Except as specifically set forth herein, Link Logistics makes no express or implied warranties in connection with its services or the shipments.

14. Limitation of liability

14.1 Non-US International shipments & services: Except as set forth in clause 14.2 below (and its subclauses), the rights and obligations of the parties, including Link Logistics' liability under these Terms or any applicable transportation law conventions, shall be governed by and subject to the General Conditions of the Nordic Association of Freight Forwarders in effect at the time of injury to the Customer.

14.2 Services & Shipments to, from, or within US: For services and shipments performed, in whole or in part, within, from, through, or to the United States, the Customer agrees that Link Logistics shall only be liable for its negligent acts that are the direct and proximate cause of injury to the Customer, including any loss, damage, expense or delay to the goods, and shall in no event be liable for the acts of third-parties. Subject to any compulsory, superseding transportation law conventions, statutes, or regulations, such liability shall be limited as follows:

14.21 if the Customer declares a value for the goods, in advance of the services or transit for the covered transaction or shipment, and confirmed in writing by Link Logistics, then Link Logistics' liability shall be the lesser of the amount of any damage actually sustained or the declared value.

14.22 if the Customer does not declare a value for the goods, Link Logistics' liability shall be the lesser of:

- a) the amount of any damage actually sustained; or
- b) USD \$100.00 per shipment/per warehouse receipt, or USD \$ 0,50 per pound gross weight of the portion of the goods that is damaged, deteriorated, or lost, whichever is less.

14.23 if the United States Carriage of Goods by Sea Act ("COGSA") applies by law, where (a) the loss or damage occurred after loading on and prior to the discharge from a ship on which the goods were carried by sea and (b) Link Logistics is deemed by law to be a common carrier by water, then Link Logistics' liability shall not exceed USD \$500.00 per package or customary freight unit. It is agreed that

the meaning of the word “package” shall be any palletized assemblage of cartons or units that have been palletized for the convenience of the Customer, regardless of whether said pallet is disclosed in the contract of carriage.

14.3 Notwithstanding anything in these Terms construed to the contrary, in no event shall the total aggregate liability of Link Logistics, combined with that of any of its parent companies and affiliates, arising out of or related to any claims, actions, or occurrence, whether based on contract or tort, asserted at law or in admiralty or equity (except under COGSA), exceed USD \$10,000.

14.4 The Customer understands, guarantees, and warrants that the exclusions and limitations of liability set forth above in clause 13 and clause 14 represent the parties' agreement as to the allocation of risk between the parties in connection with Link Logistics' obligations and that the fees payable to Link Logistics reflect, and are set in reliance upon, the allocation of risk and the exclusions and limitations of liability set forth in above.

15. Customer's breach and liability

15.1 The Customer shall indemnify Link Logistics for any direct loss suffered by Link Logistics as a result of any breach of these Terms or the Agreement by the Customer.

15.2 Without limitation to the foregoing, the Customer shall indemnify Link Logistics where

- a) the Customer delivers goods in conflict with the Agreement;
- b) the Customer provides incorrect or inadequate information;
- c) the Customer delivers the goods earlier or later than agreed;
- d) damage, loss, delay or other loss is caused by the Customer, the Customer's employees, agents or representatives, the goods themselves, or a third-party;
- e) non-performance by the Customer of one or more of its obligations under these Terms, including the obligations mentioned in clause 3.

15.3 If an error or omission caused by circumstances for which the Customer is re-

sponsible results in additional expenses or direct loss for Link Logistics, Link Logistics shall be entitled to charge the Customer for such additional expenses and losses. In addition, Link Logistics shall invoice the Customer for non-compliance with its obligations in accordance with the fixed amounts stated in Link Logistics' price lists.

15.4 If the Customer delivers goods earlier or later than agreed, Link Logistics shall have the right to reject the goods or charge the resulting additional expenses, including warehouse rent, idling charge etc.

15.5 In case of violation of these Terms or the Agreement, Link Logistics can choose to request the Customer to collect the goods within a specific time. If the Customer does not meet this request, Link Logistics may return or destroy the goods at the Customer's expense.

16. Breach

16.1 The Agreement between the parties may be terminated at any time on written notice by either party if the other party materially breaches these Terms or the Agreement and either the breach cannot be cured, or if the breach can be cured, the breach is not cured by the breaching party within 10 days after the breaching party's receipt of written notice of such breach.

17. Subcontractors

17.1 Link Logistics shall be entitled to engage subcontractors without the prior consent of Customer.

17.2 Link Logistics has sole discretion whether and what subcontractor(s) to engage.

18. Pledging, lien and set-off

18.1 Link Logistics has a lien, including warehouseman's lien, on and a right to pledge all goods under Link Logistics' control (whether actual or constructive possession) as security for new as well as old claims against the Customer. In case of loss or complete/partial damage to the goods for which Link Logistics is responsible, Link Logis-

tics will be entitled to receive compensation from insurance companies and the like.

18.2 All invoices shall be paid when due. The Customer shall not be entitled to offset amounts due to Link Logistics.

19. Complaint

19.1 It is the responsibility of the Customer or the recipient of the Customer's goods to note in writing any damage or exception to the goods at the time of delivery. Receipt by the person entitled to delivery of the goods without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage and the services, transportation, and work agreed by Link Logistics to be performed.

19.2 Except as provided in 19.3 below, the Customer's rights and obligations to provide notice of any damage or exception to the goods or any claim whatsoever against Link Logistics shall be in accordance with the Nordic Association of Freight Forwarders in effect at the time of injury to the Customer.

19.3 For services, transportation, and work performed, in whole or in part, within, from, through, or to the United States, subject to any compulsory, superseding transportation law conventions, statutes, or regulations, Link Logistics shall not be liable for any claims for: (a) damage or loss discovered by the Customer after delivery and after a clear receipt has been given to Link Logistics (or the delivering party), unless a claim is reported in writing to Link Logistics within 7 calendar days after delivery of the shipment with privilege to Link Logistics to inspect the shipment and its container(s) and packing material within 15 days after receipt of such notice; or (b) damage, loss, or delay in all other circumstances, unless made in writing and received by Link Logistics within 120 days after the date of acceptance of the shipment by Link Logistics.

19.4 No claims with respect to a shipment, any part of which is received by Link Logistics, will be entertained until all charges for Link Logistics' services, transportation, and work have been paid.

19.5 After the submission of a complaint, the goods, including transport packaging, shall remain with the recipient, at Customer's expense, until such time as Link Logistics has had a reasonable opportunity to inspect the goods. Otherwise, Link Logistics shall be exempt from liability.

19.6 Complaints shall be submitted to Link Logistics via e-mail.

20. Time Limitation to File Claim

20.1 In the event of any disputes, claims, extra-contractual causes of action, or controversies arising out of or relating to these Terms or the Agreement, including the service, transportation, or work performed by, or on behalf of, Link Logistics, the Customer must commence arbitration proceedings in accordance with clause 23 herein within the time required under any compulsory, superseding transportation law conventions, statutes, or regulations, else in the absence thereof, within six months from the date Link Logistics agreed to the services, transportation, or work giving rise to the dispute.

20.2 In case of deterioration of or damage to the goods, the time period in clause 20.1 starts from the day on which the goods were tendered to Link Logistics.

20.3 In case of delay, loss of an entire consignment or other damage, the time period in clause 20.1 starts from the time when the goods were tendered to Link Logistics.

21. Data and data processing agreement

21.1 Link Logistics is an independent controller under the current data protection legislation applicable in Denmark and the other member countries of the European Union (EU) with respect to processing of personal data taking place in connection with a specific distribution service purchased by the customer. Questions about Link Logistics' processing of personal data may be addressed to Link Logistics. The relevant contact person at Link Logistics and its contact information is available at Link Logistics' website at <https://www.linklog.com>.

21.2 The categories of personal data received and processed by Link Logistics include the sender's name, address, email address, telephone number and receiver information from the sender of a product to be able to fulfil its legal and contractual obligations for correct delivery. Link Logistics agrees to receive other data that are necessary in relation to the customer's internal process.

21.3 The exchange of personal data with Link Logistics shall be in accordance with the following:

21.3.1 It shall take place by use of secured channels such as our import function through the booking page or encrypted email. Personal data shall be stored in Link Logistics' systems for up to three years after termination of distribution, after which these data will be erased or anonymized.

21.3.2 It shall be limited to a minimum and shall only include data that serve a purpose for the customer.

21.3.3 In case of a technical breakdown or failure that prevents the exchange of personal data, it shall take place by use of an appropriate and secure emergency procedure agreed in the specific situation.

21.4 Link Logistics is the processor when Link Logistics process personal data on behalf of others. Link Logistics is therefore not controller but processor when, for example, the customer uses Link Logistics' address book, after which the customer has access to administering receiver information through our booking site.

21.5 When Link Logistics is the processor, Link Logistics processes the information on direct instructions from the controller in accordance with separate data processing agreement. Such agreement shall be made and agreed in accordance with Link Logistics' Data Processing Agreement which is available at Link Logistics' website at <https://www.linklog.com>.

22. Confidentiality

221 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose confidential, non-public or proprietary information relating to the Disclosing Party’s business (hereinafter referred to as “Confidential Information” of the Disclosing Party). The Receiving Party agrees: (a) to take reasonable precautions to protect such Confidential Information, and (b) not to use (except in performance of the work and services or as contemplated herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after 3 years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third-party; (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed by law. Further, the confidentiality provisions above shall not apply to the extent that Confidential Information is needed or required to be used or to be shared with any third-party in order for the Receiving Party to enforce any rights under this Agreement against the Disclosing Party or to defend itself in any action or proceeding against the Disclosing Party.

23. Governing Law; Arbitration

231 All matters arising out of or relating to these Terms or the Agreement and the parties’ relationship created hereby, whether based in contract or otherwise, shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New York.

232 Any and all disputes, claims, extra-contractual causes of action, or controversies arising out of or relating to these Terms or the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the

arbitrability, applicability, or scope of the agreement to arbitrate, shall be exclusively and finally determined by arbitration in the State of New York, unless the parties agree otherwise in writing. The arbitration shall be administered by the Society of Maritime Arbitrators, Inc. pursuant to its rules in force when such proceeding is commenced. The arbitrators shall be members of the Society of Maritime Arbitrators, Inc. The arbitration award shall be final and binding on the parties. Judgment on the award may be entered in any court in the world having jurisdiction. In agreeing to this arbitration provision, the parties acknowledge and mutually agree that they are waiving any right they may have to a court or jury trial. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

24. Miscellaneous

24.1 In the event that Link Logistics institutes any legal suit, action or proceeding, including arbitration, against the Customer arising out of or relating to this Agreement, including to collect any amounts or fees owed to Link Logistics, Link Logistics shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by it in conducting the suit, action or proceeding, including attorneys' fees and expenses and court costs and arbitration fees.

24.2 Link Logistics and the Customer may facilitate business transactions by electronically transmitting data, and they may execute documents, or make specific consents, electronically.

24.3 If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable the terms or provisions thereof in any other jurisdiction. Should any provision of these Terms be held by a court of competent jurisdiction or arbitration panel to be illegal, invalid or unenforceable, such provision may be modified by such court or arbitration panel in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these Terms shall remain in full force and effect and shall be construed in accordance with the modified provision.

24.4 The Customer shall not assign, transfer or delegate any of its rights or obligations under these Terms and any other agreement with Link Logistics without the prior written consent of Link Logistics. Any purported assignment or delegation in violation of the foregoing shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations hereunder. Link Logistics may at any time assign, transfer or subcontract any or all of its rights or obligations under these Terms and any other agreement with the Customer without the Customer's prior written consent.

24.5 No waiver of any provision of these Terms shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision or any other provision(s) of these Terms.

24.6 Provisions of these Terms which by their nature should apply beyond the termination or expiration of these Terms will remain in force after any termination or expiration.

24.7 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, pandemics, riots, earthquakes, volcanic activity, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume.