

General Terms and Conditions of Pultrum Holding B.V. and the companies affiliated with it as referred to in Section 2:24b of the Dutch Civil Code, including but not limited to:

Pultrum Rijssen B.V., Chamber of Commerce no. 08159741.

Pultrum International B.V., Chamber of Commerce no. 66472253.

De Haan Rijssen B.V., Chamber of Commerce no. 93710535.

Westdijk Exceptioneel Transport B.V., Chamber of Commerce no. 28031483.

Westdijk B.V., Chamber of Commerce no. 73260924.

Chapter 1: General Provisions

Article 1. Definitions

Contractor: the private company with limited liability Pultrum Holding B.V., Chamber of Commerce no. 06080349 and/or the companies affiliated with it in a group as referred to in Section 2:24b of the Dutch Civil Code with which the Client concludes an agreement.

Client: any legal entity or natural person who has entered into an agreement with the Contractor or wishes to do so, as well as the representative(s)/authorised representative(s) of the Client and, where applicable, their successors by universal or singular title.

Parties: Contractor and Client

General Terms and Conditions: the General Terms and Conditions of Contractor B.V. as laid down in Chapters 1 and 2.

Special Terms and Conditions of Third Parties: the sectoral conditions referred to in the Special Provisions of Chapter 2 of these General Terms and Conditions which, alongside the General Provisions of Chapter 1, are declared applicable to the Agreement between Contractor and Client.

Agreement(s): the Agreement and/or Agreements between Contractor and a Client, under which Contractor has committed – represented by an authorised official – to perform a certain service or deliver a specific service to this Client, in the broadest sense of the word.

Additional agreements: agreements stated in the Agreement or in any other document signed in writing by both parties, from which the parties' apparent intention to deviate from the provisions of these General Terms and Conditions is expressed.

Concurrence: an Agreement involving multiple separate performance obligations or services as referred to in Chapter 2 of the General Terms and Conditions, as part of a total project execution or a project under any denomination, comprising multiple phases.

Article 2. Applicability

2.1. These General Terms and Conditions apply to all quotations made by Contractor, offers made, Agreements concluded, to which Contractor is a party, through subcontracting or otherwise, and the legal and factual actions performed in execution thereof.

2.2. In deviation from Article 2.1, the provisions of the General Terms and Conditions shall not apply if and to the extent that they:

a. conflict with mandatory law.

b. conflict with and/or deviate from the provisions in the Special Terms and Conditions of Third Parties, which are declared applicable in Chapter 2.

c. conflict with and/or deviate from expressly agreed and other additional written agreements between Contractor and Client.

2.3. Only in writing and expressly confirmed by Contractor can deviations or additional provisions bind Contractor, as specified in Article 2.11 of these General Terms and Conditions and/or Special Terms and Conditions of Third Parties. The deviations and/or additions only apply to the Agreement/transaction for which they were made.

2.4. To the extent that additional agreements intentionally deviate from these General Terms and Conditions, the additional agreements shall prevail.

2.5. The rights and obligations arising from the Agreement between Contractor and Client may not be assigned to third parties under property law or pertaining to the law of obligations by the Client, unless with the written consent of Contractor.

2.6. Unless expressly agreed otherwise in writing between Contractor and Client, the applicability of General Terms and Conditions used by the Client is expressly excluded.

2.7. Acceptance of these General Terms and Conditions means that the parties expressly declare these terms applicable only to their Agreement(s) and/or transaction(s) and expressly exclude the applicability of any other terms, unless Contractor has stated in writing that it accepts other terms or refers to other Special Terms and Conditions of Third Parties in its Agreement with the Client.

2.8. If the Contractor and Client have contracted under the applicability of these General Terms and Conditions, these conditions shall also apply to subsequent offers and/or Agreements, unless expressly agreed otherwise in writing.

2.9. If the Contractor has allowed deviations from these General Terms and Conditions in a particular case or over a short or longer period, whether explicitly or implicitly, or has not invoked the provisions set out in these terms, this shall not affect its right to subsequently demand and enforce strict compliance with these General Terms and Conditions from the Client.

2.10. If one or more provisions of an Agreement should prove to be non-binding, the remaining provisions between the parties shall remain in effect. The same applies to these General Terms and Conditions. The parties commit to replacing the non-binding provisions with binding provisions that deviate as little as possible from the content of the non-binding provision(s), considering the purpose and scope of the Agreement or the General Terms and Conditions.

2.11. Special Terms and Conditions of Third Parties: Depending on the nature of the Agreement, the (total) assignment and/or work, or any part thereof or independent part thereof, the following or superseded Special Terms and Conditions of Third Parties commonly used in the relevant sector shall apply in addition to the General Provisions, being:

a. To all transport operations within the Netherlands and the transport of goods other than on public roads: the General Transport Conditions of Stichting Vervoeradres, filed at the registry of the courts in Amsterdam and Rotterdam, latest version.

b. To all cross-border transport operations by road: the provisions of the CMR Convention, latest version.

c. To all forwarding and other activities, the Dutch Forwarding Conditions filed by the Dutch Association for Forwarding and Logistics (FENEX), filed at the registry of the courts in Amsterdam, Arnhem, Breda, and Rotterdam, excluding Article 23, latest version.

- d. To all vertical transport work: the delivery conditions for vertical transport by the Association for Vertical Transport (VVT), filed at the registry of the Court in Amsterdam and Rotterdam, latest version.
- e. To all corporate relocations, including internal and international corporate relocations: the General Terms and Conditions for Corporate Relocations of Stichting Vervoeradres, filed at the registry of the Court in Amsterdam and Rotterdam, latest version.
- f. To all activities related to the storage and custody of goods; the Dutch Storage Conditions filed by FENEX, at the registry of the Court in Rotterdam, excluding Article 4, latest version.
- g. To all work involving exceptional transport: the General Terms and Conditions for Exceptional Transport (AVET), filed by Stichting Vervoeradres, at the registry of the courts in Amsterdam and Rotterdam, latest version.
- h. To all logistical activities (a combination of activities including unloading, input, storage, output, loading, inventory management, assembly, order processing, order picking, preparing for shipment, invoicing, information exchange, and information management, as well as transportation, transporting, and filing customs declarations regarding goods): the Logistics Service Conditions (LSV), filed by FENEX (the Dutch Association for Forwarding and Logistics) and TLN (Transport and Logistics Netherlands), at the registry of the Court in Rotterdam, latest version.
- g. Additionally, the general payment terms of Transport and Logistics Netherlands, filed at the registry of the Court in The Hague, latest version, shall apply.

2.12. Contractor is always entitled to declare that sectoral conditions other than those mentioned in Paragraph 2.11 of this Article apply to a specific assignment, activity, or other type of service.

2.13. Only the latest version of the General Terms and Conditions and/or Special Terms and Conditions of Third Parties, which Contractor has declared applicable in these General Terms and Conditions, shall apply.

2.14. In the event of concurrence, as defined in Chapter 1, Article 1 of these General Terms and Conditions, the provisions of the relevant article, as well as the provisions of the Special Terms and Conditions of Third Parties referred to in that article, shall apply to each separate performance or service as defined in Chapter 2 of these General Terms and Conditions.

2.15. The present General Terms and Conditions, as well as the Special Terms and Conditions of Third Parties referred to, can be consulted and downloaded from our website: www.pultrum-rijssen.nl, www.pultrum-international.nl, www.westdijktransport.com, www.dehaantransport.com.

Article 3. Offers

3.1. All quotations and offers – in whatever form and made by whomever on behalf of the Contractor – are entirely without obligation and exclusive of VAT (sales tax), other taxes and/or other levies and are only valid for the duration as stated in the offer. If no duration is specified in the offer, it shall apply for a maximum period of up to two months. Offers or quotations made and the prices offered or quoted therein are subject to interim changes if one or more elements or components that determine the level of the offered/quoted prices change during the validity period of the quotation.

3.2. All drawings, measurements and weight specifications, catalogues, or images used in offers or quotations are only binding if and to the extent that these have been stated or accepted by Contractor as the basis for the price in the offer.

3.3. Deviations from offers bind Contractor only if they have been accepted by the Contractor in writing.

3.4. A subsequent offer renders any earlier offers void, with no rights deriving from them.

Article 4. Conclusion of Agreement(s)

4.1. All Agreements between the parties shall only be concluded after written confirmation of the assignment by Contractor to the Client, or as soon as Contractor has commenced execution of the Agreement. The content of the Agreement shall be determined in part by the Contractor's offer as well as by these General Terms and Conditions and the Specific Third-Party Conditions referred to in the offer.

4.2. Agents, representatives and/or other employees of Contractor are not authorised to enter into Agreements or make amendments thereto or conclude supplementary Agreements, unless they have been expressly authorised to do so by the management of the Contractor.

4.3. All additions or changes to concluded Agreements may only be made in writing and must always be signed by the relevant parties. Additions or changes shall only be binding after Contractor has validly signed them.

Article 5. Execution, Performance and Deadlines

5.1. Delivery of services or any performance shall always take place from the location specified in the offer. Transport and/or travel costs to the destination shall be borne by Client.

5.2. Unless a specific result has been agreed in writing, Contractor is only obliged to perform its duties to the best of its ability and knowledge.

5.3. Client must always ensure that the premises or location where the service is to be provided under the Agreement is sufficiently accessible and passable. If work is to be performed on site or on location, Client must ensure such work can be carried out safely and efficiently.

5.4. Client must ensure that if approval or permission from third parties or a government permit is required for the execution of the work, Client has the required permits and/or permission. This does not apply to permits which Contractor must have to operate its business.

5.5. Contractor must request instructions from Client if irregularities occur during the work that prevent the execution of the work or as a result of which the work can no longer be carried out in accordance with the given order. The costs associated with requesting instructions and the costs of carrying out the instructions will be reimbursed by Client to Contractor. The provisions of this article shall not affect Contractor's statutory obligations under mandatory provisions.

5.6. Contractor is authorised to internally move items or equipment that the Contractor has in storage on behalf of the Client.

5.7. All deadlines stated in the offers and in the Agreement for services or the delivery of a performance by Contractor shall only be considered approximate and for Contractor at most as a best-efforts obligation pursuant to which Contractor is obliged to meet the offered or agreed deadline within its capabilities, unless expressly agreed otherwise, and there is no force majeure on the part of Contractor.

5.8. Contractor is permitted and Contractor is entitled to have deliveries of services or the delivery of any performance to be performed by Contractor under an Agreement concluded between Contractor and Client, to be carried out in whole or in part, by subcontractors and/or third parties. When entering into Agreements with third parties, Contractor is deemed to act on behalf of Client.

The provisions in these General Terms and Conditions of Contractor shall apply mutatis mutandis to all Agreements concluded by Contractor with such subcontractors and/or third parties. Contractor may also invoke the terms and conditions declared applicable by these third parties.

5.9. Unless otherwise expressly agreed in writing, all assignments shall be carried out in a sequence determined by Contractor, taking into account the capacity of the resources available to Contractor (in the broadest sense of the word) and the degree of occupancy thereof shall also determine the time of commencement and completion of the assignment. Contractor is free to determine how the assignment is executed, unless explicitly agreed otherwise in writing.

5.10. Exceeding a term for the delivery of services or the delivery of any performance that has not been expressly agreed in writing shall never give Client the right to terminate or annul the Agreement and/or to claim damages and shall not give Client the right to suspend its own obligations.

5.11. To the extent that Contractor has undertaken the obligation to apply for any permits and/or levies within the framework of the Agreement, this obligation is also solely a best-efforts obligation and not an obligation of result.

Article 6. Force Majeure

6.1. Force majeure includes all circumstances beyond the control of the Contractor that reasonably prevent Contractor from fulfilling the Agreement on time or in full. These include, but are not limited to:

- a. Emergencies.
- b. Extreme weather conditions which, in the opinion of Contractor, make the execution of the work impossible or no longer advisable.
- c. Road closures or blockades.
- d. Power outages.
- e. Strikes by the Contractor's personnel or third parties (external persons engaged by the Contractor).
- f. Supplier delays.
- g. Government restrictions (including the refusal or withdrawal of an exemption or permit).
- h. Inaccessibility of the worksite.

6.2. In the event of force majeure, the Agreement shall remain in force and the Contractor's obligations shall be suspended for the duration of the force majeure, without it being in breach of the Agreement and without Client being able to claim damages, interest and/or costs. Any additional reasonable costs caused by or related to the force majeure shall be borne by the Client.

Article 7. Prices

7.1. All agreed prices are exclusive of VAT and based on the situation at the time of the pre-contractual site inspection. If, after one month from the conclusion of the Agreement, the cost of one or more cost price factors increases - such as, but not limited to, purchase prices, wages, taxes, social premiums, transport costs, insurance costs, exchange rates, energy costs, and housing costs - Contractor shall be entitled to increase the agreed price proportionally, including VAT. In the event of a significant interim increase in one or more price-determining factors, Contractor is also entitled to increase the price in the aforementioned sense, provided that this increase may only take effect after Contractor has notified Client in writing.

7.2. All prices are in Euros. If prices are expressed in foreign currencies and the exchange rate of these currencies has changed to the detriment of Contractor during the quotation period or after the conclusion of the Agreement(s), Contractor is entitled to change the prices in such a way that the equivalent value in euros remains the same as at the time of the quotation or the conclusion of the Agreement(s), unless otherwise agreed in writing.

7.3. All agreed prices are based on performance during regular working hours. Work and equipment use during nighttime, meaning (after 21:00 and before 07:00) or public holidays shall be charged as additional work unless explicitly agreed otherwise.

7.4. Price surcharges are as follows: Monday to Friday: 30%. Saturdays: 50%. Public holidays: 200%. Contractor is not obliged to perform work on Sundays.

7.5. Unless agreed otherwise, prices do not include:

- a. Customs clearance costs, carnet fees, supervision fees, special transport, taxes, levies, import duties, advance commissions, documentation fees, fuel surcharges, ferry charges, currency surcharges, extra loading/unloading addresses, additional insurance or charges levied by public authorities.
- b. Any guarantees or sureties to be provided by Contractor to third parties. These items, if incurred separately, will be charged to Client and, in that case, Contractor will be entitled to advance payment, the provision of security or the formation of a deposit (of advances) by Client. If Contractor requires advance payment, or security or deposit (of advance payments), the performance of the Agreement will be suspended until the payment or payments have been made.

7.6. The agreed price is based on the Contractor's uninterrupted, sequential and continuous performance of the work described in the Agreement, the related work and services to be provided. If, during the performance of the agreed work and/or services for the employees and/or equipment of the Contractor, as well as for personnel and equipment hired by Contractor for the performance of the Agreement or for subcontractors or third parties engaged by Contractor, waiting times arise due to a cause attributable to Client or any third parties engaged by Client or a cause which lies within the Client's responsibility or within the responsibility of any third parties engaged by Client, or if the undisturbed, sequential and continuous performance of the Agreement is disrupted as a result of which no productive work/activities can be performed for a certain period of time, Client must compensate Contractor for this waiting time or waiting hours in addition to the agreed price. The hours are calculated specifically on the basis of wage costs for personnel and equipment rental price/deployment costs.

7.7. In determining/handling the prices and agreed prices, Contractor has assumed that the location where the agreed work is to be carried out is easily accessible and drivable and that the location is suitable for carrying out the agreed work. If, during or prior to the execution of the Agreement, it becomes apparent that the accessibility and/or drivability and/or the location is not or only partially suitable for the execution, Contractor shall have the right to increase the prices by all additional costs incurred as a result.

7.8. Specific pricing provisions may be included in Chapter 2 of these General Terms and Conditions.

Article 8. Article 8. Payment and Default

8.1. Unless agreed otherwise, Client must pay the Contractor's invoice(s) within 30 days of the invoice date, without any right of suspension, deduction, or set-off.

8.2. In the event of non-payment within the aforementioned deadline, Client shall be in default by operation of law, without requiring any notice of default, and shall owe default interest of 1% per month, including any part of a month, on the outstanding principal sum until full settlement.

8.3. In the event of default of payment by Client, Contractor is entitled to suspend its obligations under the Agreement in respect of which Client is in default. In addition, Contractor is entitled to suspend the performance of all other Agreements concluded by the parties with each other until Client has fulfilled all its obligations towards Contractor. This is without prejudice to the Contractor's right to claim damages, interest and/or costs.

8.4. Client may not refuse or suspend payment on the grounds of alleged defective or incomplete performance of our obligation to perform, if Contractor has not acknowledged in writing that there is a shortcoming on its part.

8.5. If there is more than one Client, each of the Clients shall be jointly and severally liable for payment of the entire agreed price, interest and costs, provided that if one pays, the other shall be released.

8.6. All claims of Contractor against Client – for whatever reason – shall become immediately and fully due and payable without prior notice or notice of default in the cases referred to in Article 14 of Chapter 1 of these General Terms and Conditions.

8.7. In the event of default of payment by Client, Contractor is entitled to proceed with collection or legal measures without further notice or notice of default. All reasonable costs related to such measures, including extrajudicial costs, including reasonable costs of legal assistance (lawyer's or authorised representative's fees) shall be borne by Client.

Article 9. Complaints

9.1. Complaints concerning defects in/to goods delivered/services performed by Contractor to Client must be reported to Contractor immediately and submitted to Contractor by Client or its representative in writing and by registered mail no later than eight (8) days after actual delivery/performance. After this period, any claim for repair or compensation shall lapse. If third-party warranty provisions apply to the delivered goods/services, those warranty provisions shall apply mutatis mutandis to the Agreement between the parties. If Contractor declares the complaint(s) to be justified, it shall only be obliged to repair the defect or, at its discretion, to deliver an equivalent item, without Client having any right to further compensation for damages.

Article 10. Security, right of retention and pledge

10.1. Contractor is at all times entitled, before commencing the execution of the assignment given to it, or when it proceeds to delivery, as well as at any stage of the work thereafter, to demand that Client provide sufficient security for the fulfillment of all its obligations towards Contractor within a reasonable period of time. Contractor may demand security in the form of, among other things, the deposit of a sum of money, the provision of a bank guarantee, (undisclosed) pledge, mortgage or assignment of debt. The substantive assessment and approval of the security is reserved for Contractor. Client is obliged to cooperate at the first request of Contractor in establishing security for the fulfillment of the obligations of Client towards Contractor.

10.2. If Client refuses to provide security, Contractor may suspend the execution of the Agreement and all other Agreements until the security has been provided. If the security is not provided on the latest date specified by Contractor, all Agreements existing between the parties shall be terminated, without Contractor being liable for any damages.

10.3. Contractor is entitled to retain all items, documents, and funds of Client that it holds for any reason until all Contractor's claims against Client, from any source whatsoever, including interest and costs, have been fully satisfied. All items, documents, and funds that Contractor holds and/or shall obtain for any reason shall serve as collateral (possessory pledge) for all claims, from any source whatsoever, that Contractor has and/or shall obtain against Client. Contractor is also entitled to exercise the aforementioned pledge and retention right for any amounts that Client may still owe Contractor in relation to agreements made by Contractor and/or work performed.

Article 11. Insurance

11.1. Contractor complies with its statutory insurance obligations in accordance with the Civil Liability Insurance (Motor Vehicles) Act (in Dutch: WAM). Additionally, Contractor has taken out corporate liability insurance (in Dutch: AVB). Contractor excludes any liability for events outside and beyond the coverage of these insurances.

11.2. Any insurance, of any kind, shall be provided solely at Client's expense and risk, and only after written instruction and written acceptance thereof. The instruction for insurance must accurately specify the risks to be insured; otherwise, the instruction shall be considered as not given or not accepted. Contractor reserves the right to refuse an order for insurance for valid reasons. Acceptance or refusal of the offered risk shall be made by the insurer or insurance broker concerned. Contractor has no influence over this.

11.3. If Client takes out a Construction All Risks (CAR), transport, and/or dismantling insurance policy to cover the risks arising from the commissioned work, Client must include Contractor and any subcontractors that carry out the work as co-insured parties. This policy must not contain a recourse clause in the legal relationship between Contractor and Client.

Article 12. Liability of Contractor B.V.

12.1. Contractor only accepts liability for damage caused to its entrusted goods to the extent that it can be attributed to Contractor according to prevailing traffic standards, and only from the moment of its receipt by Contractor until the latest moment of delivery to Client or the person designated by Client, and up to a maximum of the liability limit of its insurer as stated herein.

12.2. The damage to be compensated by Contractor shall be determined in accordance with the liability provisions set forth in these General Terms and Conditions. The compensation shall never exceed the insured value of the items to be proven by Client and shall be up to a maximum of the liability limit of its insurer. If the invoice value cannot be determined, the market value (being the fair market value) of the items to be proved by Client at the time and place of their receipt by Contractor shall replace it.

12.3. For damages other than those referred to in Article 12.1 (including immaterial damage, lost profits, business losses, consequential damage, and any other financial disadvantage), regardless of how they arise, including damage caused by incorrect advice from Contractor and damage caused by delays, Contractor shall never be liable, except in cases of intent or gross negligence on the part of Contractor as proven by Client.

12.4. Contractor is entitled to use third parties (subcontractors/assistants) in performing the Agreement. To the extent that these third parties perform work within the framework of the Agreement, Contractor shall be liable for these third parties in the same manner as for its own employees, subject to the same limitations as set forth in these General Terms and Conditions.

12.5. Contractor shall not be liable for damages caused by third parties as referred to in Article 12.4, if such third parties carry out work or activities outside the scope of the Agreement, nor for damages

caused by wilful intent or equivalent gross negligence of the Contractor's subordinates or those of the aforementioned third parties and/or their subordinates.

12.6. If the aforementioned subordinates and third parties (agents) are addressed by third parties outside the Agreement regarding the work for which they were engaged by Contractor, it is stipulated for their benefit that they may invoke all provisions included in the General Terms and Conditions regarding the exclusion or limitation of liability.

12.7. Any legal action regarding liability, regardless of the basis thereof, may only be initiated by Client or a third party within the limits of the Agreement concluded between Contractor and Client. In the event that Contractor is addressed by third parties outside the Agreement, Client is obliged, at first request, to indemnify Contractor against all financial consequences.

12.8. If Contractor is liable for damages suffered by Client under the Agreement concluded with Client, and the Special Conditions relating to Third Parties forming part thereof, the Contractor's liability shall be expressly capped at:

- a. The amount covered by the liability insurance policy concluded by Contractor in relation to the incident, with a maximum in accordance with Article 12.2.
- b. Domestic transport: compensation per kilogram of lost weight according to the applicable AVC conditions.
- c. Cross-border transport: compensation per kilogram of lost weight according to the applicable CMR conditions.
- d. Lifting operations in combination with transport: Domestic: compensation per kilogram of lost weight according to applicable AVC conditions.
- e. Abroad: compensation per kilogram of lost weight according to the applicable CMR conditions.
- f. Lifting operations without any form of transport: compensation per event up to the maximum contract price, in accordance with the VVT conditions.
- g. Industrial relocation, total projects involving transport and/or internal transport: Domestic: compensation per kilogram of lost weight according to AVC; Abroad: compensation per kilogram of lost weight according to CMR conditions.
- h. Pure assembly work where any transport and/or lifting work is of secondary importance: An amount equal to twice the quoted amount (per event or series of events with the same cause of damage).
- i. Storage: liability as stipulated in the Dutch Storage Conditions, deposited by Fenex.
- j. Freight/Customs: liability as stipulated in the Dutch Freight Conditions, deposited by Fenex.
- k. Exceptional Transport: liability as stipulated in the General Terms and Conditions for Exceptional Transport (AVET), deposited by Fenex.
- l. Consultancy work: Contractor shall not be liable for any damage arising from consultancy work, however named, except in cases of intentional misconduct or deliberate recklessness. In such cases, Contractor's liability is capped at a maximum of the liability limit set by its insurer.

12.9. Contractor shall never be liable for damages and costs, however named and arising, other than as a result of intent or gross negligence:

- a. If a Client, or any third party, makes use of Contractor's equipment, for compensation or otherwise.
- b. If a Client, or any third party, has requested Contractor to perform certain tasks which are not part of any already concluded Agreements, and Contractor has acted according to instructions given by or on behalf of Client and/or that other third party.
- c. If a Client, or any third party, stores or parks items on any of the Contractor's premises, unless an agreement for storage or parking has been made in the context of work to be performed by Contractor.
- d. If a Client or any third party, with or without compensation, temporarily parks a loaded truck or trailer vehicle on one of the premises, without Contractor having been instructed to carry out loading and unloading and without explicit acknowledgment of receipt.
- e. If Client offers one or more containers/boxes with contents for transport, and these containers have not been loaded by Contractor and/or the container/box shows a defect, Contractor shall not be liable for damage resulting from the manner of loading.
- f. If Client offers items for transport that are loaded in a container and/or palletised and/or packaged in such a way that verification of the number of pieces and/or the contents is not possible.
- g. If, during loading by Contractor, verification is not possible and/or verification would significantly delay the transport, as assessed by Contractor, Contractor shall not be bound by the number of pieces and/or condition of the load and/or contents as specified by Client and/or mentioned in the waybill. Any liability under Section 6:76 of the Dutch Civil Code is also excluded.

Article 13. Liability and Indemnification of Client

13.1. Client is liable to Contractor for damages resulting from the goods entrusted to the Contractor and their nature, as well as from their packaging. Furthermore, Client is liable to Contractor for incorrect or inaccurate instructions, instructions not provided in a timely manner, incorrect or inaccurate dimensions, weights, and technical data, and for not making items available (on time) at the agreed time. Client undertakes to keep Contractor informed of the address where Client resides or can be reached through an intermediary.

13.2. Client is liable to Contractor for all damages arising from the fault or neglect of the Client, its subordinates, and/or third parties engaged by it, in general.

13.3. Client is liable to and indemnifies Contractor against any claims or demands from third parties based on customs documents, including import documents and transit documents, regardless of the title under which this occurs.

13.4. Client shall at all times not load more than the legally permitted maximum loading weight of the respective vehicle. Client indemnifies Contractor for any consequences and/or damage arising from and caused by overloading, if this fact was caused by or due to the actions of Client.

13.5. Client is obliged, under the penalty of forfeiting any right to compensation for damages, to promptly notify Contractor in writing and by registered mail of any damage that the items may have suffered in connection with the execution of the Agreement by Contractor immediately upon arrival of the goods packaged, transported, and/or delivered by the Contractor at the destination, and to retain the relevant item and any corresponding packaging material for surrender and/or inspection by Contractor.

Article 14. Termination of the Agreement

14.1. Contractor shall be entitled to terminate or dissolve the Agreement with immediate effect, without notice of default and without judicial intervention, in whole or in part, without prejudice to its right to compensation for costs, damages and interest, if it appears that:

- a. Client does not, does not timely or does not fully comply with one or more of the obligations under the Agreement or will not comply with them;
- b. Client imputably fails to fulfil its obligations under the Agreement or other Agreements arising therefrom.
- c. Client ceases its business activities in whole or in part, for whatever reason.
- d. Client applies for (provisional) suspension of payments, is declared bankrupt, liquidated, or dissolved.
- e. Client loses the free disposal of its assets.
- f. A substantial part of Client's assets are seized.
- g. Client transfers a substantial part of its business assets to third parties.
- h. Client is placed under guardianship (in case of a natural person).
- i. Client passes away (if Client is a natural person).

14.2. If work is disproportionately delayed due to force majeure or circumstances attributable to Client, or if Client can no longer reasonably expect Contractor to fulfil the Agreement (as is) due to unforeseen circumstances, Contractor is entitled to unilaterally terminate or dissolve the Agreement in writing without judicial intervention being required.

Article 15. Governing Law and Jurisdiction

15.1. All Agreements, or any subsequent Agreements to which these terms wholly or partially apply are governed exclusively by Dutch law.

15.2. The competent court in the district of the Contractor's registered office shall have exclusive jurisdiction to settle any disputes between Client and Contractor.

Chapter 2: Special Provisions

I. Transport

Article 1. Additional Definitions

In addition to the Definitions as stated in Chapter 1, Article 1 of the General Provisions, the following definitions apply:

Transport Agreement: Agreement for the carriage of goods, including national and cross-border road transport, either individually or combined, whereby Contractor undertakes to transport goods exclusively by road.

Exceptional transport: the transport of goods that must take place with an exemption due to exceeding the normal legally permitted dimensions and/or weights or for which transport supervision is prescribed.

Article 2. Applicable Provisions

2.1. In addition to the general provisions of Chapter 1 of these General Terms and Conditions, the following specific terms and conditions of transport also apply to all transport agreements between Contractor and Client, depending on the type of transport:

a. National road transport: Title 13 of Book 8 of the Dutch Civil Code, supplemented by the General Transport Conditions, latest version.

b. Cross-border road transport: the provisions of the CMR Convention;

c. Exceptional transport: Title 13 of Book 8 of the Dutch Civil Code, the provisions of the General Conditions for Exceptional Transport (AVET) in addition to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), latest version, in the event of national road transport.

2.2. Contractor shall comply with all statutory rules and regulations as well as with any changes made by authorities or government officials. Any additional costs that may arise from this, however named and of whatever nature, shall be borne by Client.

2.3 It is expressly stipulated that if, in the context of the transport activities, the following are included in the transport: the loading and unloading of means of transport, as well as, where applicable, the transfer of the load or burden to storage locations at the same location or the transshipment thereof from one means of transport to another or transshipment otherwise, all in the broadest sense, including any associated assembly work, the Contractor's liability with regard to these activities is equal to its carrier liability, as follows:

a. national road transport: Title 13 of Book 8 of the Dutch Civil Code, supplemented by the General Transport Conditions, latest version.

b. cross-border road transport: the provisions of the CMR Convention.

2.4. If loading and unloading of means of transport, transfer of the load or cargo to storage places at the same location or transshipment thereof from one means of transport to another or transshipment in any other way, all in the broadest sense, including related assembly work, are not included in the transport, Contractor is not liable. Client shall indemnify Contractor against claims, however named and arising, of third parties.

2.5 Permits or exemptions necessary to perform exceptional transport will be applied for by Contractor upon Client's request. Costs relating to such an application or permit or exemption shall be borne by the Client, unless stated otherwise in the transport agreement. If a permit or exemption necessary for the transport is not granted, for whatever reason, the transport shall not take place. Costs already incurred by Contractor shall in that case be reimbursed by Client. Contractor is in no way liable for the failure to grant a permit or exemption, or to do so correctly or on time.

2.6. Concurrence with General Provisions Contractor is by no means liable for the failure to grant a permit or exemption, or to do so correctly or on time.

2.6. Concurrence with the General Provisions

a. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Special Provisions mentioned in this Chapter, the Special Provisions mentioned in this Chapter shall prevail.

b. Insofar as other activities of Contractor are also involved in the context of transport (concurrence within the meaning of Article 1 of the General Provisions of the Contractor), the Special Provisions referred to in the relevant Chapter of these Terms and Conditions shall also apply to those other activities.

II. Industrial Removals and Assembly Work

Article 1. Additional Definitions

Relocation agreement: the Agreement whereby Contractor undertakes to Client to transport goods/items in the context of an Industrial Removal, either exclusively in a building, or partly in a building and partly by road, or exclusively by road.

Industrial relocation: The relocation from one location to another location (internally or externally) of one or more machines, installations or other industrial items, within the framework of a total project, which (usually) involves both internal transport, vertical transport (hoisting) and horizontal transport (transport by road or otherwise), as well as additional activities such as assembly and disassembly activities, loading and unloading, the rental of road plates, etc., whereby in all cases there will be a coincidence within the meaning of the following Article 3, respectively Article 1 Chapter 1 of these General Terms and Conditions.

Assembly activities: The assembly or disassembly, or the (electrotechnical) connection or disconnection of machines of industrial goods designated by Client, including related movement such as rolling, dragging, orjacking the equipment to/from its foundation, either prior to or following transport, and preparing the equipment for shipment orfinalising it upon arrival, all in the broadest sense of the word.

Article 2. Applicable Provisions

2.1. In addition to the General Provisions of Chapter 1 of these General Terms and Conditions, the General Terms and Conditions for Business Relocations (in Dutch abbreviated as AVB), filed at the registry of the District Court of Amsterdam and Rotterdam in 2020, or at least the version of these conditions applicable at the time the Agreement with Client is concluded, also apply to Industrial Relocations. In addition, the provisions and Special Terms and Conditions of Third Parties referred to in Article 1 (Transport), Article 3 (Vertical Transport) and any other relevant articles of these General Terms and Conditions apply.

2.2. The General Provisions of Chapter 1 of these General Terms and Conditions apply to Assembly Work.

2.3. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Special Terms and Conditions of Third Parties referred to in this chapter, the Special Terms and Conditions of Third Parties referred to in this chapter shall prevail.

Article 3. Concurrence

To the extent that other activities of Contractor also take place in the context of Industrial relocations and assembly work (concurrence within the meaning of Article 1 of the General Provisions of Contractor), the Special Conditions of Third Parties referred to in the relevant Chapter of these conditions also apply to these other activities.

III. Vertical Transport

Article 1. Additional Definitions

Vertical Transport: The Agreement whereby Contractor, in the context of a transport or other Agreement or otherwise, undertakes to Client to perform lifting activities usingmobile cranes and other lifting equipment, all in the broadest sense of the word, as well as to provide such cranes and lifting equipment, either manned or without operator/operatoring personnel (unmanned).

Article 2. Applicable Provisions

2.1 All Agreements between Contractor and Client relating to Vertical Transport shall be governed by the General Provisions set forth in Chapter 1 of these General Terms and Conditions, in addition to the version of the Special Provisions of Third Parties applicable at the time of signing the Agreement, being the General Terms and Conditions of the Association for Vertical Transport (hereinafter referred to as the 'VVT General Terms'), as filed at the registry of the District Courts in Amsterdam and Rotterdam, latest version.

2.2 In case of any conflict between the General Provisions outlined in Chapter 1 of these General Terms and Conditions and the Special Provisions of Third Parties referenced in this Chapter, the Special Provisions of Third Parties mentioned in this Chapter shall prevail.

Article 3. Concurrence

Insofar as there are additional activities conducted by Contractor alongside Vertical Transport (*concurrent* as defined in Article 1 of the Contractor's General Provisions), the Special Provisions of Third Parties referenced in the relevant Chapter of these Terms and Conditions shall also apply to such other activities.

IV. Storage and Custody

Article 1. Additional Definitions

Storage: The Agreement, in which Contractor commits to storing items provided by Client at a location designated by Contractor or an agreed-upon location for an agreed period, and keeping them stored in an agreed-upon storage facility or on (un)paved outdoor areas. The term 'storage' does not include any loading and unloading activities performed by Contractor regarding the items, as well as any modifications to the goods associated with storage.

Storage Facility: A clean and dry space suitable for storing goods, including but not limited to moving goods, machinery, company inventory, etc.

Article 2. Applicable Provisions

2.1. In addition to the general provisions of Chapter 1 of these General Terms and Conditions, the Dutch Storage Conditions, filed by FENEX, the Dutch Organisation for Forwarding and Logistics, at the Registry of the District Court in Rotterdam, latest version with the exclusion of Article 4 (arbitration), also apply to storage, or the version of these terms effective at the time of entering into the Agreement with Client.

2.2. In case of any conflict between the General Provisions outlined in Chapter 1 of these General Terms and Conditions and the Special Provisions of Third Parties referenced in this Chapter, the Special Provisions of Third Parties mentioned in this Chapter shall prevail.

Article 3. Concurrence

Insofar as Contractor's other activities also take place in the context of safekeeping and/or storage (concurrency within the meaning of Article 1 of the General Provisions of the Contractor), the Special Terms and Conditions of Third Parties referenced in the relevant Chapter of these Terms and Conditions shall also apply to those other activities.

V. Forwarding, Customs, and Consulting Activities

Article 1. Additional Definitions

Forwarding: The Agreement for the transportation of goods, whereby Contractor commits to Client to enter into one or more transportation agreements with third parties regarding the items made available by Client. Since Contractor, in its capacity as a road haulier, only has access to vehicles

for transporting goods by road, an agreement shall also qualify as a forwarding agreement if the Agreement entails transportation wholly or partially by sea, rail, inland waterways, or air.

Consulting Activities: Activities in which Contractor, at the request and for the account of Client, provides advice regarding the methods, duration, and execution of relocation projects. These consulting activities may include, at a minimum, creating drawings, drafting action plans, and preparing safety plans.

Customs: The handling of customs formalities carried out by Contractor on behalf of and at the risk of Client.

Article 2. Applicable Provisions and Limitations of liability

2.1. In addition to the General Provisions of Chapter 1 of these General Terms applicable to forwarding, consulting, and customs activities, the Dutch Forwarding Terms filed by FENEX, the Dutch Organisation for Forwarding and Logistics, at the registry of the District Courts in Amsterdam, Arnhem, Breda, and Rotterdam, filed on 1 July 2004, shall also apply, excluding Article 23, or the version of these terms and conditions effective at the time of entering into the Agreement with Client.

2.2. In the case of consulting activities, it is always assumed that the data provided by Client or by third parties involved in such a project are accurate. Client guarantees the correctness of these data. Client is responsible for the quality of the materials and equipment used in the execution of the projects. With regard to consulting activities, Contractor shall not be liable for any ensuing damage however named, unless Client can demonstrate intent or gross negligence on our part. In such cases, our liability shall be limited to a maximum of the quoted amount for the relevant consulting activities.

2.3. Client is obligated to provide Contractor with the necessary documents and materials required for the execution of the Agreement and must supply Contractor with all necessary information. Contractor is not obliged to investigate the accuracy and completeness of the documents and materials and the provided information. Client shall at all times indemnify Contractor against any claims imposed upon Contractor or Client by government authorities concerning customs duties, taxes, excise duties, etc., on items for which the customs formalities are handled by Contractor on behalf of Client, unless Client demonstrates intent or gross negligence on the part of Contractor.

2.4. In the event of any conflict between the General Provisions set forth in Chapter 1 of these General Terms and Conditions and the Special Provisions of Third Parties referenced in this Chapter, the Special Provisions of Third Parties mentioned in this Chapter shall prevail.

Article 3. Concurrence

Insofar as there are additional activities conducted by Contractor in the context of forwarding, consulting, and customs activities (concurrent application as defined in Article 1 of the Contractor's General Provisions), the Special Provisions of Third Parties referenced in the relevant Chapter of these Terms and Conditions shall also apply to such other activities.

VI. Logistical Activities

Article 1. Additional Definitions

Logistics Activities: All activities, including unloading, receiving, storage, issuing, loading, inventory management, assembly, order processing, order picking, shipment preparation, invoicing, information exchange and management, as well as transportation, arranging transportation, and making customs declarations relating to goods.

Article 2. Applicable Provisions and Limitations of Liability

2.1. For logistical services, in addition to the General Provisions of Chapter 1 of these General Terms and Conditions, the Logistic Service Conditions (in Dutch: LSV), filed by FENEX (the Dutch Organisation for Forwarding and Logistics) and TLN (Transport and Logistics Netherlands) at the registry of the Rotterdam court, latest version, shall also apply.

2.2. In the event of any conflict between the General Provisions set forth in Chapter 1 of these General Terms and Conditions and the Special Provisions of Third Parties referenced in this Chapter, the Special Provisions of Third Parties mentioned in this Chapter shall prevail.

Article 3. Concurrence

Insofar as there are additional activities conducted by Contractor in the context of safekeeping and/or storage (concurrence as defined in Article 1 of the Contractor's General Provisions), the Special Provisions of Third Parties referenced in the relevant Chapter of these Terms and Conditions shall also apply to those other activities.