

General Business Terms and Conditions



Westdijk Stevedoring BV; Listed in the trade register of the Chamber of Commerce under number 96240393.

Westdijk Exceptioneel Transport BV; Listed in the trade register of the Chamber of Commerce under number 28031483.

These companies is referred to as 'us', 'our' and 'we' and the terms and conditions therefore apply to each of the individual companies.

Wherever these general terms and conditions mention he, him or his, this includes the female equivalent.

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GENERAL

Article 1 Applicability, definitions

Unless explicitly agreed otherwise in writing in advance, these terms and conditions apply to all our offers and/or agreements and/or legal relationships concluded by us with clients, whereby we (contractor) undertake to transport or have goods transported (including container, exceptional, groupage/distribution transport and shuttle transport), loading and unloading of goods, handling of containers, treatment of containers, stuffing/stripping of containers, loading and unloading of containers, handling and packaging of (project cargoes), ordering and/or distributing goods, providing mediation, stocking, storing, transshipping and removing goods, handling and/or processing goods, stock management, assembly, order handling, order picking, preparing for shipment, invoicing, information exchange and management, assembling and installing items, carrying out crane activities, supplying or hiring out movable property (including containers) and immovable property, hiring out/secondment of personnel, handling customs documents, or any other type of performance.

- 1.1 In these General Business Terms and Conditions, 'client' is taken to mean each person or legal entity who has entered into an agreement with us, or who wishes to do so, and apart from this person, its representative(s), authorised agent(s), assignee(s), legal successor(s) and heir(s).
- 1.2 The applicability of the general terms and conditions used by the client, including purchasing conditions, is explicitly rejected.
- 1.3 We and the client have agreed that, once something is contracted under application of these General Business Terms and Conditions, future quotes and agreements will also be subject to these terms and conditions.
- 1.4 If, as appropriate, we do not invoke the provisions in these General Business Terms and Conditions, it does not mean we have waived our right to invoke these General Business Terms and Conditions in other cases.
- 1.5 The client will, on demand, indemnify us and our subordinates and/or auxiliary persons against thirdparty claims if we or our subordinates and/or auxiliary persons are held liable by these third parties outside the agreement for damage related to the execution of the agreement - however named and/or arising - towards which third parties we would not be able to invoke the provisions of our General Business Terms and Conditions, insofar as those claims would be excluded if these third parties were bound by our General Business Terms and Conditions.
- 1.6 In these General Business Terms and Conditions, the following terms are defined as stated below:

LSV 2014

The Logistic Services Conditions, filed by Fenex (the Dutch Organisation for Forwarding and Logistics) and TLN (Transport and Logistics Netherlands) at the registry of the court of Rotterdam, most recently amended version.

Client

Each person or legal entity who has entered into an agreement with us, or who wishes to do so, and apart from this person, its representative(s), authorised agent(s), assignee(s), legal successor(s) and heir(s).

Stevedoring Activities

Loading and unloading Goods on and off ships using a (mobile) port crane;

Prohibited Items

- i. Items which, in accordance with the ADR (Accord Européen relatif au transport international des marchandises dangereuses par route), are designated hazardous substances or categories of hazardous substances in the classes of hazardous substances with Hazard Class:
 - 1 Explosive substances and objects;
 - 2 Toxic gases (classification codes with the letters T, TF, TC, TO, TFC or TOC) excluding aerosol cans;
 - 4.1 Solid explosive substances in non-explosive state (desensitised explosive solids); 6.1 Very toxic substances of packing group I;
 - 6.2 Infectious substances of category A (UN numbers 2814 and 2900, excluding animal substances);
 7. Radioactive substances;
- ii. Items that pose a risk to people, animals, other items, the environment or us during transport, storage, transshipment and handling (including lithium batteries); Items of which it may be assumed as common knowledge that they are illegal in the country
- iii. Items of high value such as precious metals and (semi)precious stones, including gold and diamonds, securities, coupons, specimens, documents, computer software, antiques, works of art, derivatives, collectibles with aficionado value, perfumes, fragile goods made of glass, crystal, porcelain or ceramics;
- iv. Items in which a person, legal entity or State has a direct or indirect interest in the shipment while it is included on the applicable sanctions list;
- v. Items for which we require a specific permit for transport, storage and transshipment, import or export;
- vi. People;
- vii. Items of which it may be assumed as common knowledge that they are illegal in the country of origin, destination and/or any third country through which the items are transported.

Article 2 Applicability of industry conditions per type of activity

- 2.1 Notwithstanding and excluding the provisions regarding payment and securities in the industry conditions stated below in paragraph 2 of this article, the provisions of Articles 17 and 18 of these General Business Terms and Conditions apply to all payments for assignments given to us and work performed by us. Notwithstanding and excluding the provisions regarding disputes in the conditions stated in paragraph 2 of this article, only the provisions stated in Article 21 of these General Business Terms and Conditions apply.
- 2.2 Depending on the nature of the entire assignment, work or other performance or of any part thereof that can reasonably be regarded as an independent part, the following or alternative general standard terms and conditions and regulations generally accepted in the relevant industry apply in addition to these General Business Terms and Conditions, insofar as these conditions are not explicitly deviated from in these General Business Terms and Conditions, namely:

a. Logistics activities, including road transport

All our **logistics activities**, which should include, among other **things transporting or having goods transported (including container, exceptional, groupage/distribution transport and shuttle transport), loading and unloading of goods, handling containers, treating containers,**

stuffing/stripping containers, loading and unloading containers, handling and packaging (project loads), ordering and/or distributing goods, providing mediation, stocking, storing, transshipping and retrieving, handling and/or processing goods, stock management, assembly, order handling, order picking, preparing for shipment, invoicing, information exchange and management, and the assembly and installation of items, are subject to the **Logistics Services Conditions 2014 (“LSV 2014”)**, filed with the registry of the court of Rotterdam on 2 April 2014 under number 28/2014, insofar as this has not been deviated from in these General Business Terms and Conditions. If we commit to **transport**, taking into account the **LSV 2014**, in addition to (mandatory) treaties, laws and legal regulations, the provisions of the transport documents as well as, insofar as they are not deviated from in the LSV 2014 or the agreement,

1) the **General Transport Conditions (“AVC”)** apply as well, in the version as filed with the registry of the courts in Amsterdam and Rotterdam at the time the agreement was concluded, unless a different version has been agreed. In the case of international transport, the AVC apply in addition to the CMR treaty, most recently amended version;

2) while our work regarding **exceptional road transport** is subject to the **General Transport Conditions for Exceptional Transport (“AVET”)**, as most recently established by Stichting Vervoeradres and filed with the registries of the courts of Amsterdam and Rotterdam, most recently amended version;

b. Vertical transport (hoisting and lifting of goods) using a truck-mounted crane or mobile crane (other than a mobile or non-mobile port crane). All our activities regarding **vertical transport** are subject to the **General Terms and Conditions of the Vertical Transport Association (“VVT 2010”)**, filed with the registry of the courts of Amsterdam and Rotterdam, most recently amended version;

c. Stevedoring Activities to be carried out by Westdijk Stevedoring B.V.

All our **Stevedoring Activities** are subject to the **General Terms and Conditions of the Association of Rotterdam Terminal Operators (“VRTO”)**, most recently amended version, drawn up by the Association of Rotterdam Stevedores, filed with the registry of the court of Rotterdam;

d. Forwarding and customs and tax services

All **forwarding and customs activities and/or tax services**, including the transport of goods, whether or not on certain routes or with regard to certain transport modalities, and the performance of customs formalities (including formalities regarding storage in a customs warehouse) and/or tax representation, customs activities and all other activities, are subject to the **Dutch Forwarding Conditions (“FENEX”)**, most recently amended version, filed with the registries of the courts of Amsterdam, Arnhem, Breda and Rotterdam.

e. Letting of immovable property

All **letting of immovable property** (business premises, not retail premises within the meaning of Article 7:290 of the Dutch Civil Code) is subject to the **general provisions for the lease for office space and other commercial premises** within the meaning of Article 7:230 a of the Dutch Civil Code as filed with the registry of the court in The Hague on 17 February 2015 and registered there under number 15/21 (ROZ).

f. Other

The client authorises us to accept on his behalf any liability and other limitations stipulated by third parties engaged by us.

2.3 If the general terms and conditions referred to in paragraph 2 of this article are reviewed, the resulting reviewed text will apply, from the date on which these reviewed general terms and conditions are filed. If one or more of the general terms and conditions referred to in paragraph 2

of this article are replaced by a standard regulation, or substituted by a standard regulation in the manner set out in Article 6:214 of the Dutch Civil Code, the standard regulation in question will apply from the date on which this regulation is announced in the Dutch Government Gazette.

- 2.4 We are for that matter at all times entitled to declare general terms and conditions other than those referred to in paragraph 2 of this article applicable to a certain instruction, activity or other performance.
- 2.5 In the event of a dispute between us and a client about which terms and conditions referred to in this article apply or applied, we are entitled to decide which terms and conditions apply or applied.
- 2.6 By issuing an assignment, the client declares that it is aware of and agrees to the applicability of these General Business Terms and Conditions.
- 2.7 In the event of differences between the filed text of these General Business Terms and Conditions and other texts printed, translated and/or distributed, only the filed text will apply.

Article 3 Liability of the client and indemnity with regard to Prohibited Items

- 3.1 Unless otherwise agreed on in writing, the client is strictly prohibited, for whatever reason, from offering or Prohibited Items offered to us of allowing others to offer Prohibited Items to us. We do not accept Prohibited Items unless other agreements have been made in writing.
- 3.2 The Client agrees that Prohibited Items, which have been offered by or on behalf of the Client in violation of the provisions of Article 3.1, will be destroyed or removed by us at the expense and risk of the Client and without further notice to the Client, without the Client having any claim in this regard.
- 3.3 If in deviation from this prohibition, the client nevertheless offers Prohibited Items or allows them to be offered, the client will on demand fully indemnify us, our auxiliary persons and employees against all third-party claims and the client will fully indemnify us for all damage of whatever name or nature that we have incurred in connection with that.

Article 4 Sequence of execution of work

Unless explicitly agreed otherwise in writing, all assignments are carried out in a sequence to be stipulated by us, in the course of which the capacity of the device available to us and the utilisation rate determine the moment the assignments commence and are completed. We are free to choose the way in which instructions are carried out, unless explicitly agreed otherwise.

Article 5 Irregularities

- 5.1 In the event of irregularities, the client must inform us in such a way that we can still take damagereducing measures, including but not limited to providing correct and complete instructions and by notifying us immediately if irregularities or (potential) damage are discovered.
- 5.2 We are obliged to ask the client for instructions in the event of irregularities during our activities that hamper execution, or as a result of which the activities can no longer be carried out in accordance with the assignment given.
- 5.3 The costs in connection with asking for instructions and the costs for executing the instructions will be reimbursed to us by the client.

Article 6 Liability regarding all activities and properties, limitations and exclusions

- 6.1 The client is obliged to report damage, irregularities or claims to us in writing as soon as possible, but no later than 5 working days of their occurrence and, in the event of delivery of goods, within 5 working days of that delivery.
- 6.2 If we are liable for damage to items, the damage to be compensated by us will never amount to more than the production price or purchase invoice value of the items to be proven by the client, subject to a maximum of the limits set out in the industry conditions stated in Article 2 and/or subject to a maximum of 100,000 SDR per event or series of events with one and the same cause

of damage. If, for whatever reason, none of the industry conditions stated in Article 2 apply, our liability for damage to items is limited to 4 SDR per kilogram of weight of the damaged or lost goods, subject to a maximum of 100,000 SDR per event or series of events with one and the same cause of damage.

- 6.3 Subject to the provisions of Article 6.4, our liability for all damage other than damage to or loss of items is limited to 10,000 SDR per event or series of events with the same cause of damage.
- 6.4 We are never liable for lost profits, consequential damage and immaterial damage, regardless of the cause.
- 6.5 On demand, the client will indemnify us and our auxiliary persons and/or assistants against third-party claims, however named and/or arising.
- 6.6 However, we are liable for damage as referred to in this article if the client proves that the damage was caused by the actions of our management with the intention to cause this damage, or recklessly and with the knowledge that such damage would probably result from it.
- 6.7 The provisions of this article do not affect our statutory liability under mandatory-law provisions.

Article 7 Exclusions

- 7.1 Without prejudice to the provisions of the general terms and conditions stated in Article 2, we are not liable for damage and costs - however named and/or arising - if the client or any third party, whether or not for compensation and with or without our permission:
- a. uses our equipment and/or staff;
 - b. stores or parks items on one of our sites;
 - c. has asked us to carry out certain work that does not form part of any agreements already concluded, and we have acted in accordance with instructions given by or on behalf of the client and/or that third party.
- 7.2 We are not liable:
- a. for damage and/or costs - however named and/or arising - if this damage and/or costs arise from services, work and/or deliveries made free of charge.
 - b. for damage and/or costs, however named or arising, if a client or any third party temporarily parks a (loaded) truck or towed vehicle on one of our sites;
 - c. for damage and/or costs - however named and/or arising in the event:
 - a specific space in one of the buildings operated by us has been made available to the client and/or
 - the client has free access to this particular space and/or
 - the client carries out certain actions in this specific space under his own management.
 On demand, the client will indemnify us and our auxiliary persons and/or assistants against thirdparty claims, however named and/or arising.

- 7.3 However, we are liable for damage as referred to in paragraphs 1 and 2 of this article if the client proves that the damage was caused by the actions of our management with the intention to cause this damage, or recklessly and with the knowledge that such damage would probably result from it.
- 7.4 We stipulate all legal and contractual defences we can invoke to shield our own liability towards the client or any third party, also for the benefit of our subordinates and non-subordinates for whose conduct we would be liable by law.
- 7.5 The provisions of this article do not affect our statutory liability under mandatory-law provisions.

Article 8 Limitation on shipment to incorrect destination and client's liability for hazardous substances, Prohibited Items and indemnity

- 8.1 In addition to the provisions of Article 5, paragraph 5 of the Logistics Services Conditions and subject to application of Article 5, paragraph 7 of the Logistics Services Conditions
- a. liability for damage due to loading of items in a container with an incorrect destination is limited to the transport costs of repatriation or onward delivery of the items to the correct

final destination per the original mode of transport (for clarification, if it concerns groupage transport by ship, the compensation will not exceed the costs of reimbursement for shipping those items with a groupage container per ship, taking into account the limit as determined in Article 5, paragraph 5 of the Logistics Services Conditions. Additional costs of shipping by plane will not be reimbursed in that case).

- b. we are never liable for consequential damage, including costs in the form of customs clearance, customs duties, customs fines, demurrage/detention, warehouse rental, warehouse costs and transport costs or any other costs, other than transport costs per original transport method as mentioned above.
- 8.2 With regard to the danger associated with dangerous substances and Prohibited items, the client is liable for all damage caused by or related to items entrusted to us by or on behalf of the client. The client indemnifies us and our subordinates and/or auxiliary persons against third-party claims, however named or arising.
- 8.3 The client is liable for damage caused by or related to the presence of substances that are harmful, which are present in the sea containers or loading containers to be unloaded or handled on behalf of the client or in the items or the packaging of such items. The client indemnifies us and our subordinates and/or auxiliary persons against third-party claims, however named or arising.

INSURANCE

Article 9 Insurance

- 9.1 The client has properly insured his sender's liability. Furthermore, the client has taken out business liability insurance with coverage of € 2,500,000 per event that covers his statutory liability.
- 9.2 On demand, the client indemnifies us and our subordinates and/or auxiliary persons against thirdparty claims, including but not limited to the client's ultimate client(s), other cargo stakeholders and consignees, regardless of their name or origin.
- 9.3 Insurance of whatever nature is provided only at the expense and risk of the client and only after written instruction and acceptance thereof.
- The instruction to take out insurance must clearly state the risks against which the insurance must be taken out, otherwise the instruction may be regarded as not having been given or not having been accepted. We are at all times entitled to refuse an instruction to take out insurance. The risk presented is accepted or refused by the underwriter or insurer. We do not have any control over this. The client can only derive rights from an insurance policy after explicit written acceptance by the insurer and issue of the policy. We are not liable in this regard. Our liability for damage resulting from failure to take out insurance, or not to take out insurance correctly or not in time, on the instruction of the client is excluded.

TRANSPORT

Article 10 In addition to Article 6 and the LSV and AVC industry conditions, additional exclusions apply to liabilities regarding transport, and indemnities by the client

- 10.1 a. If loading and unloading activities have not been agreed on, we are not liable in this regard. On demand, the client indemnifies us and our subordinates and/or auxiliary persons against third-party claims, however named and/or arising.
- b. If loading and unloading activities are included in the transport, our liability regarding these activities is equal to our carrier's liability referred to in article 2 of the terms and conditions.
- 10.2 a. If the client presents a container or containers or trailers with contents for transport and this container or these containers or trailers were not loaded by us, we are not liable for damage as a result of the loading method.

- b. If the client presents goods for transport that are loaded on/in a container or trailer and/or are palletised and/or packed in such a way that it proves impossible to check the number of items and/or contents, we are not liable for the number of items and/or the contents thereof as communicated by the client and/or stated on the waybill.
- c. If no inspection is possible during loading and/or inspection will significantly delay transport – all at our discretion - we are not bound by the number of pieces and/or the condition of the load and/or contents, as specified by the client and/or stated on the consignment note.
- 10.3 The client, as well as any third parties deployed by him, will never exceed the maximum loading weight permitted by law for the vehicle in question. In that regard, the client indemnifies us against the consequences of and/or damage caused by overloading, if this fact is the result of the client's working method and/or because of any third parties deployed by him.

HIRING OUT

Article 11 Hiring out movable property

- 11.1 This article applies to the hiring out of movable property such as containers. If demountable chassis and/or crane trucks are hired out, this article also applies to the hiring out thereof. In that case, the "item" in this article should also be read as a demountable chassis and/or crane truck.
- 11.2 The hired-out items remain our property at all times. The client is prohibited from selling, sub-hiring or otherwise encumbering the items or making them available to third parties.
- 11.3 From the moment the items come under the control of the client, the risk of loss or damage to the items passes to the client. All items are deemed to be in good condition at the time they come under the control of the client, unless proven otherwise by the client. The client is obliged to report complaints regarding or defects to the items to us in writing no later than 5 working days after the items have been brought under the client's control.
- 11.4 The client is obliged to immediately report loss of and/or damage to the items to us in writing. Damage includes, among other things, damage due to fire, theft and defacement. We will repair or replace the damaged materials, at our discretion. We will charge the client separately for the costs of repair or replacement.
- 11.5 The client must ensure proper storage of the items at his own expense and risk. The client is obliged to use, handle, load and keep the items clean in a careful manner and according to their intended purpose.
- 11.6 Damage suffered by the client and/or third parties, caused by the item after the item has come under the control of the client, is at the expense and risk of the client. The client indemnifies us and third parties engaged by us against all claims in this regard.
- 11.7 Costs due to normal wear and tear of the items or damage caused to the items through our actions are at our own expense. Repair and/or replacement of the items by us or third parties engaged by us must be tolerated by the client. The client is under no circumstances entitled to any compensation due to inconvenience, loss of time, replacement or otherwise.
- 11.8 The client is liable for costs, municipal charges on encroachments in, on or above public land and fines arising from the placement of the items on his premises, on public roads or otherwise in accordance with his instructions. The client indemnifies us and third parties engaged by us against all claims in this regard.
- 11.9 We are not liable towards the client for obstacles in the use of the items that third parties cause to the client.
- 11.10 The client is obliged to return the items to us after the termination of the agreement, or at least after use, in good condition, empty, clean, dry and odourless and at his own expense and risk.

PERMITS

Article 12 Permits for special transport

- 12.1 In addition to the other stipulations in these General Business Terms and Conditions, the provisions of this article apply to all transports for which special permission or exemption from one or several authorities is required.
- 12.2 Permits or exemptions required to carry out a special transport are applied for by us, at the request of the client. The costs in relation to such an application, permit or exemption are payable by the client.
- 12.3 With regard to special transports, we will observe all statutory rules and regulations, as well as instructions issued by authorities or public servants; additional costs resulting from this will be payable by the client.

INSTALLING OBJECTS

Article 13 Installing objects (for example, during transport with cranes/company relocation/loading ship)

- 13.1 The client will inform us in writing about the weight of heavy objects and the maximum permitted floor load of the building in which such an object will be installed and/or moved, as well as the maximum permitted floor load of the route over which the object must be moved in a building.
- 13.2 The Client will ensure that the loading and unloading location of the object, as well as the route over which the object is to be transported is cleared and offers sufficient space so the object in question can be transported internally without obstruction.
- 13.3 The client is liable for the acts and omissions of the persons he uses in connection with the installation of the object.
- 13.4 The client is liable for the presence and condition of attachment points for the attachment of hoisting equipment. We are not liable for damage caused by the lack thereof.
- 13.5 We are liable for the acts and omissions of the persons we use in the context of the work. We are not liable for acts and omissions of other persons who are at the loading or unloading location or in the business premises at the time of internal transport if this causes damage to the item or delay in execution.
- 13.6 The compensation we owe in connection with damage caused by internal transport at a loading or unloading location is limited to the liability limits of AVC 2002.
- 13.7 The client (or third parties engaged by him) is always liable for (traffic) fines, including fines for overloading, exceeding the axle load, etc., if and insofar as the fine is due to a cause within his sphere of influence.

OTHER ACTIVITIES AND LIABILITY

Article 14 Other activities and liability

- 14.1 If we perform activities other than those described in the articles above and no other general terms and conditions have been declared applicable to those activities on the basis of Article 2, paragraph 2, the provisions of Article 6 of these General Business Terms and Conditions apply with regard to our liability.

PRICES AND OFFERS

Article 15 Prices and Offers

- 15.1 All offers made by us are without obligation and therefore also explicitly subject to available capacity. Offers are valid for one month unless stated otherwise.
- 15.2 Our prices are based execution on working days and on the rates, wages, prices etc. applicable at the date of the quote, conclusion of the agreement or actual performances.
- 15.3 If one or more of these factors change, the prices automatically change correspondingly and they will be binding also for current agreements, on the understanding that when prices change within three months of conclusion of the agreement, the client is entitled to dissolve the agreement, unless explicitly agreed otherwise. In the event of dissolution, the client is obliged to pay for what has already been performed.

Article 16 Calculation and invoices

- 16.1 Our prices for transport only include the freight charges from loading to unloading locations, unless agreed otherwise and are based on execution on working days.
- 16.2 Our prices for transport do in any case not include:
- inward clearance/clearance costs;
 - VAT;
 - levies;
 - Maut;
 - import duties;
 - facility fees;
 - ferry charges;
 - costs relating to preparing customs or other documents;
 - diesel oil surcharges;
 - surcharges for additional load and unloading addresses;
 - evening, night, weekend and public holiday surcharges;
 - scheduled deliveries;
 - waiting costs;
 - insurance.
- unless explicitly agreed otherwise in writing. If incurred separately, these costs will be charged to the client.
- 16.3 Our prices are calculated based on places that are easily accessible or passable, delivery at street level and opening hours between 08:00 and 17:00. If during execution of the instruction it appears that accessibility or level is not good, we are entitled to increase the prices in accordance with the additional costs incurred in that respect.
- 16.4 Invoices are deemed to have been accepted and agreed by the client, if we have not received a written objection within eight days of the invoice date. The payment obligation and term will not be suspended as a result of such complaints.

PAYMENT

Article 17 Payment terms

- 17.1 With the exception of the provisions about payment and security in the industry conditions referred to in Article 2, paragraph 2, payment of the work assigned to us and the goods delivered or the services provided by us is subject to the provisions of Articles 17 and 18.
- 17.2 The client is obliged to pay the amount owed by him in the currency specified by us within the agreed payment term and, in the absence of an agreed payment term, within 30 days of the invoice date. The payment term must be regarded as a strict deadline. If payment is not made

within this term, the client is obliged to pay statutory commercial interest within the meaning of Article 6:119a of the Dutch Civil Code, on top of the principal sum.

- 17.3 The risk of exchange rate fluctuations is at the expense of the client.
- 17.4 The client is at all times obliged to reimburse us for amounts to be collected or additionally collected by any government in connection with the agreement(s) and applicable conditions, as well as any related fines.
- 17.5 Upon termination or dissolution of the agreement, all claims - including future ones - become immediately due and payable in full. In any case, all claims will be immediately due and payable in full if i) the client is declared bankrupt, ii) the client applies for a suspension of payments or otherwise loses the free disposal of all or a significant part of his assets; iii) the client offers a voluntary arrangement to its creditors, iv) is in default of any financial obligation towards us, v) ceases to conduct its business or vi) in the case of a legal entity, partnership or company, if it is dissolved.
- 17.6 Recourse to settlement of claims for payment of compensation arising from the agreement, of amounts owed by the client on other grounds in relation to our work or of other expenses attached to the items, with claims of the client or suspension of the aforementioned claims by the client is not allowed.
- 17.7 The client is obliged to provide security on our first claim for what the client owes or will owe us. This obligation also exists if the client himself has already had to provide or has provided security in connection with the amount owed.
- 17.8 On our first demand, the client will provide security for costs paid or payable by us to third parties or authorities and other costs that we incur or anticipate to incur on behalf of the client, including warehouse rental, storage costs, freight, port costs, duties, taxes, levies and premiums.
- 17.9 When the client fails to pay in time and we decide to collect money through legal or any other action, all judicial and extrajudicial costs yet to be incurred by us, as well as any costs connected to that, will be payable by the client, without prejudice to the provisions of paragraph 2 of this article. The extrajudicial collection costs are due from the moment the client is in default and amount to 10% of the claim with a minimum of € 100.
- 17.10 All amounts owed to us as referred to in this article are immediately due and payable and subject to settlement by us if the client fails to fulfil its obligations under Article 17, paragraph 2 of these General Business Terms and Conditions.
- 17.11 When the principal sum becomes due or when an agreement with the client is terminated (by operation of law), all debts to and/or claims against the client that one or more of the Westdijk Group companies have at that time become immediately due and payable and these will be settled by us at that time between all Westdijk Group companies as stated on page 1 of these General Business Terms and Conditions, which will ultimately result in one claim or debt from our companies against or to the client remaining. The client acknowledges and accepts this cross-power of set-off of all Westdijk Group companies towards him.

Article 18 Securities

- 18.1 We have the right to refuse to anyone the delivery of items, documents and funds that we have or will receive in connection with the Agreement. Each of the Westdijk Group companies as stated on page 1 of these General Business Terms and Conditions that have items, documents and/or funds in their possession also has the authority to refuse delivery of goods for any claim another Westdijk Group company of the relevant client has against the relevant owner of the goods and/or the person entitled to delivery of the goods. This contractual right of suspension does not affect or affect the suspension rights we have under the law.
- 18.2 Towards anyone who requests their delivery, we have a right of retention on all items, documents and funds we have or will have in our possession, for whatever reason and for whatever purpose, for all claims we have or will have against the client and/or the owner of the

items, also with regard to claims that do not relate to those items. Each of the Westdijk Group companies as stated on page 1 of these General Business Terms and Conditions also explicitly has the right of retention for any claim another Westdijk Group company of the relevant client has against the relevant owner of the goods and/or the person entitled to delivery of the goods. This contractual right of retention does not affect or affect the rights of retention we have under the law.

- 18.3 We have a right of pledge on all items, documents and funds we have or will have in our possession, for whatever reason and for whatever purpose, for all claims we have or will have against the client or the owner of the items. This (first) pledge also explicitly serves as security for any claim any other of the Westdijk Group companies as stated on page 1 of these General Business Terms and Conditions has or will have against the relevant client and/or the owner of the items.
- 18.4 We will consider anyone who, on behalf of the client, entrusts items to us for the performance of work, as authorised by the client to establish a right of pledge on those items.
- 18.5 We can also exercise the rights mentioned in this article (right of pledge, right of retention and right to refuse delivery) for anything still owed to us by the client in connection with previous orders and for any charges attached to the item by way of cash on delivery. We can also explicitly exercise the rights mentioned in this article for anything the client, the owner or the titleholder of the goods owes any of the Westdijk Group companies as stated on page 1 of these General Business Terms and Conditions, even if this is a company other than the Westdijk Group company that has the goods in its possession.
- 18.6 Sale of any collateral takes place at the expense of the client in the manner determined by law or, if there is agreement, by private treaty.
- 18.7 If so requested, we can replace the collateral with another, equal security, only at our discretion.
- 18.8 Towards us, the client can never invoke any suspension of payment granted with regard to previous instructions, explicit or otherwise.
- 18.9 If upon settlement the amount payable becomes subject of a dispute or, in order to calculate this, a non-urgent calculation is required, at our discretion, the client or the party demanding delivery will at our request be obliged to immediately pay the part which indebtedness is not subject to the dispute and provide security for the part disputed or for the part which amount is yet to be calculated.
- 18.10 We are not obliged to issue indemnities or provide security in the absence of documents. If we have issued indemnities or provided security, the client is obliged to indemnify us against all consequences thereof.

CATCH-ALL PROVISIONS

[Article 19 Nullity provision](#)

If any provision contained in these General Business Terms and Conditions is deemed to be invalid or unenforceable, the remaining provisions will be construed as if such invalid or unenforceable provision were not contained in these General Business Terms and Conditions; and such invalid and unenforceable provision will then be deemed to have been replaced by a provision that reflects the intention of the parties at the time the original provision was included as closely as possible.

[Article 20 Dutch text prevails](#)

These General Business Terms and Conditions will be published in several languages. In the event of differences in interpretation, the Dutch version will always prevail over other versions.

APPLICABLE LAW AND DISPUTES

Article 21 Applicable law and disputes

- 21.1 All legal relationships between us and the client are governed by the laws of the Netherlands. This concerns both legal relationships of a contractual and non-contractual nature. The court of Rotterdam has exclusive jurisdiction to hear disputes that may arise between us and the client. In the case of international road transport, this choice of court is not exclusive but supplementary within the meaning of Article 31 of the CMR Convention.
- 21.2 The client guarantees to us that the shipper, the consignee and other cargo stakeholders will be bound by the provisions of this clause, even in the event of damage to the items and/or delay in their delivery.

CONFIDENTIALITY

Article 22 Confidentiality

We use data, including personal data for, among other things, entering into and executing the agreement and for a good service provision. The client guarantees that the personal data it provides to us complies with all applicable laws and regulations in the field of personal data protection and that these laws and regulations permit the personal data to be provided to us, failing which the Client will indemnify us for all damage and costs, including third-party claims and any fines imposed by the Dutch Data Protection Authority, which we incur as a result.

The client, in turn, guarantees that the personal data we provide to him in the context of entering into and executing agreements will be used and processed in accordance with all applicable laws and regulations in the field of personal data protection, and in accordance with the General Regulation Data protection (Regulation EU 2016/679), failing which the client indemnifies us against all damage and costs, including third-party claims and any fines imposed by the Dutch Data Protection Authority, which we incur as a result.

CHANGES

Article 23 Changes

We have the right to change and/or supplement these General Business Terms and Conditions. Unless otherwise determined or agreed on, changes and supplements apply until further notice to all agreements concluded on and after the date, announced by us, on which the changes and/or supplements are made or the date on which the amended General Business Terms and Conditions are filed.

We have the right to change and/or supplement the conditions of an agreement. If we do this, we will notify the client in writing or by email at least 30 days before the change and/or supplement takes effect.