

## **General Terms and Conditions Claessen Transport B.V.**

### **Article 1: Applicability**

1. These General Terms and Conditions (hereinafter referred to as the 'General Terms and Conditions') apply to Claessen Transport B.V., Lex Claessen Holding B.V. and all their subsidiaries as well as to all affiliated (whether foreign or not) companies, collectively referred to as "Claessen".
2. Unless expressly agreed otherwise in writing in advance, the General Terms and Conditions apply to all quotations and/or order confirmations issued by Claessen as well as to all agreements with Claessen, as well as to all work carried out by another subsidiary and/or affiliated company of Claessen and/or third parties.
3. If a contract has been concluded under the applicability of the General Terms and Conditions, the General Terms and Conditions will without exception also apply to future quotations and order confirmations to be issued by Claessen and future agreements with Claessen. The General Terms and Conditions will then be deemed to be known and accepted between the parties.
4. The applicability of any other general terms and conditions of the client is expressly rejected, even if these are mentioned in the order provided to Claessen. In deviation from the provisions of Article 6:225 paragraph 3 of the Dutch Civil Code, Claessen is not bound by deviations included in the acceptance by the potential client. Deviations from these terms can only be made in writing and only apply to the specific agreement to which the deviations relate.

### **Article 2: Industry Terms and/or Conditions Used by Claessen**

1. In addition to the General Terms and Conditions, the latest versions of the following general industry terms and/or conditions apply: a. For national road transport: the General Transport Conditions (AVC 2002); b. For international road transport: the CMR Convention. In the case of international transport, the General Transport Conditions 2002 apply in addition to the CMR convention. c. For forwarding activities: the Dutch Forwarding Conditions - general conditions of Fenex; d. For storage and warehousing: the General Storage Conditions issued by Stichting Vervoeradres; e. For Physical Distribution activities: the Physical Distribution Conditions issued by Stichting Vervoeradres; f. Purchase and Sale: Incoterms 2010.
2. Insofar as any provision of the aforementioned general industry terms and/or conditions conflicts with a provision of these General Terms and Conditions, the provision of these General Terms and Conditions will prevail.

### **Artikel 3: Offers, Assignments**

1. All offers from Claessen must be regarded as a whole and are valid for 30 days or as much longer or shorter as indicated therein, but are always made without obligation. An agreement is only concluded between the parties after Claessen has confirmed the acceptance of the client, or actual execution by Claessen is given to the agreement.
2. In case of an assignment without a prior offer from Claessen, an agreement is only concluded when Claessen confirms it within fourteen days after receipt or gives actual execution to it.
3. Claessen is entitled to engage another subsidiary and/or an affiliated company of Claessen and/or third parties if this is necessary for the proper and timely fulfillment of the assignments given to it. The client is obliged to provide all cooperation to Claessen.
4. Claessen has the right, if the client's assignment to Claessen ultimately does not lead to an agreement, to charge all costs that Claessen had to incur to provide the offer to the (potential) client.
5. The offers and quotations are made based on the prices and specifications applicable at that time.

#### **Artikel 4: Prices**

1. All prices are exclusive of VAT. They are based on the price-determining factors in force at the time of the offer, including, but not limited to, diesel prices, tolls, and collective labor agreement wages.
2. Claessen is authorized to increase the stated or agreed prices based on an increase in the aforementioned price-determining factors that occurred after the offer or after the conclusion of the agreement, even if this increase was foreseeable. The client will be notified in writing of the price increase.
3. Claessen is entitled, without prior consent from the client, to pass on additional costs to the client if these additional costs were necessary for the proper and timely fulfillment of the assignments given to it.

#### **Artikel 5: Payments**

1. **The payment term is always a maximum of 30 days after the invoice date.** Set-off by the client is not permitted. Claessen does not accept payment terms stated by the client.
2. If the client does not object to the amount or indebtedness within 14 days after receiving the invoice, the correctness of the invoice and the amount are thereby established.
3. The client can request Claessen for a proof of delivery or a (CMR) waybill within 14 days after receiving the invoice. If the client does not request a (CMR) waybill within 14 days after receiving the invoice, the client is deemed to have already received it upon delivery. Not having a (CMR) waybill does not justify a suspension of payment or a dispute of the invoice's indebtedness.
4. If no payment is received within the agreed payment term, Claessen has the right to charge interest on the invoice amount from the due date equal to the statutory commercial interest under Article 6:119a of the Dutch Civil Code, increased by 1% for each month or part thereof that the client is in default, without prejudice to Claessen's further rights in this respect.
5. All judicial and extrajudicial collection costs incurred by Claessen to enforce compliance with the client's obligations are borne by the client. The extrajudicial collection costs are set equal to the percentages and amounts as mentioned in the Decree on Reimbursement for Extrajudicial Collection Costs, as applicable on the due date. This does not affect Claessen's right to claim higher actual damages.
6. Payment must be made without any deduction at Claessen's office, to an account designated by Claessen in the Netherlands, or in another manner indicated by Claessen.
7. Payments made by the client are always first applied to satisfy all due interest and costs, then to the oldest outstanding claims, even if the client states that the payment relates to another or later (invoice) claim.
8. Claessen is entitled to require security from the client. This security must be such that the claim and any interest and costs thereon are properly covered, and Claessen can enforce it without hindrance or effort. If the provision of security is refused, Claessen is entitled to suspend the (further) fulfillment of its obligations towards the client.

#### **Artikel 6: Obligations of the Client**

1. The client is obliged to provide Claessen with all (customs) documents that are necessary for the correct fulfillment of the agreement.
2. The client is responsible for loading and unloading the goods, unless the parties have expressly agreed otherwise.
3. The client is obliged to provide all information that they know or reasonably ought to suspect is of importance to Claessen, including but not limited to a general indication of the value of the goods to be transported and specific safety and/or hygiene measures to be taken.
4. The client is also obliged to provide special instructions to Claessen that may be necessary before the start of the transportation.
5. The client is obliged to take out an additional goods insurance policy when transporting goods of higher value than covered by Claessen's insurance (see Article 7). The costs for this remain the responsibility of the client

## **Artikel 7: Liability**

1. With regard to the activities to which the industry terms and/or conditions mentioned in Article 2 apply, the liability of Claessen is determined by those industry terms and/or conditions. If Claessen's liability is not demonstrated, nor is the extent of the damage established, Claessen is not liable unless the client proves that the damage was caused by an attributable failure in the performance of the agreement.
2. Claessen is not liable for consequential damage, including but not limited to business interruption and/or loss of income regardless of the cause. The client should insure themselves against such damage if desired.
3. Claessen is also not liable for damage occurring during loading or unloading, nor for damage caused by or during the execution of Claessen's activities to movable and/or immovable property of the client or third parties.
4. Claessen is also not liable if the client does not comply with the obligations mentioned in Article 6.
5. The liability of Claessen is always and in all cases limited to a maximum amount for which it is insured, namely € 2,500,000 per incident or series of incidents with the same cause.
6. Claessen is in no event liable for soil and/or water pollution of any kind or from any cause.

## **Artikel 8: Force Majeure**

A failure to fulfill any obligation by Claessen is in any case not attributable and does not come at Claessen's risk in case, among other things, but not limited to a failure by or at Claessen's suppliers, subcontractors and/or carriers, due to fire, strike or lockout, riots or disturbances, war, government measures, including export, import or transit bans, frost or other weather conditions and all other circumstances of such a nature that compliance cannot reasonably be expected from Claessen.

## **Artikel 9: Right of Retention**

1. Claessen is authorized to refuse to hand over all goods it holds from or on behalf of its client until the client has fulfilled all its obligations towards Claessen. Should goods falling under this right of Claessen leave its possession, Claessen is entitled to reclaim these goods as if it were the owner. This right of retention can also be exercised for anything due from previous agreements with the client.
2. Regarding the activities to which the industry terms and/or conditions mentioned in Article 2 apply, these supplement Claessen's right of retention.

## **Artikel 10: Pledge**

1. All goods, documents, and monies that Claessen holds or will hold for whatever reason and destination, serve as collateral for all claims Claessen has or may have against the client.
2. In case of non-fulfillment of the claim, the sale of the collateral will take place in public, or by means of private sale, after the right to sell has arisen.

## **Artikel 11: Indemnity**

1. Claessen shall never be liable to third parties for damage arising during the execution of the agreement, to which these terms apply, beyond what Claessen would be liable for towards the client.
2. The client indemnifies Claessen against any further liability and will, where possible, stipulate a corresponding exoneration in its agreements with third parties for the benefit of Claessen. At all times and in all cases, the client is obliged to indemnify Claessen for the claims of third parties mentioned in Article 11 paragraph 1, insofar as the total amount of those claims exceeds € 2,500,000 per event or series of events with the same cause.
3. This indemnity also applies to employees of Claessen, or third parties engaged by Claessen.

**Artikel 12: Joint and Several Liability**

If Claessen enters into an agreement with two or more persons or legal entities, each of these (legal) persons is jointly and severally liable for the full performance of the obligations arising from that agreement, provided that if one person or legal entity has fully complied, the other is thereby released.

**Artikel 13: Termination**

If the client is negligent and/or remains in default of fulfilling any obligation towards Claessen, or in the event of bankruptcy, suspension of payments or liquidation, Claessen has the right to dissolve the agreement in whole or in part without further notice of default or judicial intervention. The above does not affect Claessen's right to claim damages.

**Artikel 14: Applicable Law/ Competent Court in Case of Disputes**

1. All offers, agreements, and all obligations arising therefrom are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (CISG 1980) is expressly excluded.
2. All disputes arising from Claessen's offers and/or agreements will be settled by the competent court in Roermond.
3. For the interpretation and/or explanation of these terms, only the Dutch text is authentic and binding.