

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB) OF

- the private limited liability company Jan Krediet Logistics B.V., having its registered office in Steenwijk, listed with the Chamber of Commerce in Zwolle under number 58484191;
- the private limited liability company Jan Krediet Materiaalverhuur B.V., having its registered office in Steenwijk, listed with the Chamber of Commerce in Zwolle under number 33040665;
- the private limited liability company JK Transport Supply B.V., having its registered office in Steenwijk, listed with the Chamber of Commerce in Zwolle under number 58484175;
- the private limited liability company JK Warehousing Supply B.V., having its registered office in Steenwijk, listed with the Chamber of Commerce in Zwolle under number 58484183;
- the private limited liability company JK Projects B.V., having its registered office in Steenwijk, listed with the Chamber of Commerce in Zwolle under number 72543779;
- the private limited liability company JK Logistic Services B.V., having its registered office in Venlo, listed with the Chamber of Commerce in Roermond under number 58251936;

jointly referred to as 'Jan Krediet'

Article 1. Applicability

1. These General Terms and Conditions of Business of Jan Krediet (hereinafter: the '**GTCB**') apply to all legal relations between Jan Krediet and its principals, including offers and agreements, even after their termination, by which Jan Krediet (the contractor) undertakes to (arrange for) transport, to order and/or distribute goods, to mediate, to (cause others to) execute project logistics, to store goods, to supply or lease movable and immovable goods, or to carry out any other type of work. The most recent version of these GTCB is always available at <https://www.jankrediet.com/en/general-terms-and-conditions-of-business-of-jan-krediet/>, where they can be saved and printed as a PDF document. Any changes in these GTCB take effect automatically unless the principal notifies Jan Krediet in writing within one month after the publication of changes that it does not accept the terms and conditions as amended, in which case the previous applicable version will remain effective.
2. In these GTCB 'principal' will be understood to mean any (legal) person who has entered or wishes to enter into an agreement with Jan Krediet and its representative(s), attorney(s)-in-fact, successor(s) in title, co-contracting party(ies) and heir(s).
3. Unless explicitly agreed by Jan Krediet in writing, any terms and conditions of the principal's do not apply to the legal relations referred to in paragraph 1.
4. It is established between Jan Krediet and the principal that once they have contracted subject to these GTCB, these GTCB apply to all subsequent offers and agreements between the same parties unless agreed otherwise in writing.
5. If at any time for whatever reason Jan Krediet does not rely on the provisions of these GTCB, this shall not imply a waiver by Jan Krediet of its right to invoke these GTCB at another time.
6. Jan Krediet always has the right to declare applicable (provisions of) the terms and conditions of third parties whom Jan Krediet engaged to carry out contracted work.
7. Variations from these GTCB may be agreed only in writing and on a case-by-case basis.

Article 2. Additional Conditions

1. Depending on the nature of (an independent element of) the contract, services or any other type of performance (hereinafter jointly: 'the work') the terms and conditions common in the relevant branch of industry (always the most recent version) apply in addition to these GTCB, including:
 - a. In the event of the transportation of goods: General Transport Conditions (AVC 2002), filed by Stichting Vervoeradres with the Registry of the District Courts of Amsterdam and Rotterdam. In case of international transportation the AVC 2002 apply supplementary to the CMR Convention. The AVC 2002 and the CMR Convention are available and can be downloaded at <https://www.jankrediet.com/en/general-transport-conditions/> and <https://www.jankrediet.com/en/cmr-convention/>, respectively;
 - b. In the event of forwarding services (including causing others to transport goods as referred to in Section 8:60 of the Dutch Civil Code), customs formalities and fiscal representation: the Dutch Forwarding Conditions, filed by FENEX (Netherlands Association for Forwarding and Logistics) with the Registry of the District Courts of Amsterdam and Rotterdam on 1 May 2018, with the exception of the dispute settlement rules contained therein,

available (for download) at <https://www.jankrediet.com/en/dutch-forwarding-conditions/>

- c. In the event of other logistics services, including project logistics, loading, unloading, entry, storage, removal, packaging, installing, assembling, moving in, moving out, repackaging, quality/quantity control and stock management: the Logistics Services Conditions (LSV 2014), filed by FENEX and TLN (Transport and logistics Netherlands) with the Registry of the Court of Rotterdam, with the exception of the dispute settlement rules contained therein, available (for download) at <https://www.jankrediet.com/en/logistics-services-conditions/>.
2. In the event of inconsistencies between these GTCB and the terms and conditions referred to in paragraph 1 of this Article, these GTCB will prevail.
 3. Jan Krediet always has the right to declare other terms and conditions than the ones referred to in paragraph 1 of this Article applicable to a specific contract, service or any other type of performance in advance.

Article 3. Conversion

If one of the articles of these GTCB is or becomes invalid and/or will be declared null and void, the validity of the other articles will not be affected. Instead of the invalid and/or null and void article, a provision will be deemed to have been agreed upon that most closely approximates the intention and spirit of the invalid and/or null and void article insofar as legally possible.

Article 4. Offers

1. The following provisions apply to offers:
 - a. Jan Krediet's offers are subject to contract and may always be revoked by Jan Krediet, even if they state a term for acceptance.
 - b. If the principal accepts an offer, Jan Krediet has the right to revoke its offer (orally or) in writing within three days of receipt of acceptance, in which case no contract is concluded between the parties.
 - c. Jan Krediet's offers are valid for a maximum of one month from the date of the offer or for the term stated in the offer.
 - d. In deviation from a to c inclusive of this Article principals are deemed to have accepted Jan Krediet's written offers if they do not object within one (1) hour after commencement of the work.

Article 5. Prices and Invoices

1. Jan Krediet's prices only include the costs and work explicitly stated in the offer.
2. Jan Krediet's prices are calculated on the basis of locations that are easily accessible/suitable for vehicular traffic. If during the execution of the agreement it turns out that the location is insufficiently accessible/suitable for vehicular traffic, such as at the discretion of Jan Krediet, Jan Krediet will have the right to increase the prices by all resulting additional costs.
3. Invoices will be deemed accepted and approved by the principal, if Jan Krediet has not received a written objection within eight (8) days of the invoice date.

Article 6. Changes in Prices

1. Jan Krediet's prices are based on decisive factors at the time when the offer was issued or, in its absence, at the time of execution of the work assigned to Jan Krediet.
2. Jan Krediet reserves the right to change the prices of the services and goods it supplies at any time, but no earlier than three months after conclusion of the agreement if the principal is a consumer or equivalent person pursuant to Sections 6:235, 236 and 237 of the Dutch Civil Code.
3. If the principal is not a consumer as referred to in paragraph 2 of this Article, Jan Krediet shall at all times have the right to change prices immediately, on the understanding that if prices are increased by more than 10% within three months after conclusion of the agreement, the principal will have the right to terminate the agreement, unless explicitly agreed otherwise. Upon termination the principal must pay for any work carried out so far.

Article 7. Payment and Invoices

1. Work to which the additional conditions referred to in Article 2.1 do not apply are subject – in addition and supplementary to these GTCB – to the 'Transport en Logistiek Nederland general conditions of payment' (always the most recent version), filed with the registry of the District Court of The Hague on 2 July 2002, available (for download) at <https://www.jankrediet.com/en/transport-en-logistiek-nederland-general-conditions-of-payment/>.
2. In the event of conflict between these GTCB and the general conditions referred to in paragraph 1 of this Article, these GTCB will prevail.
3. All amounts payable to Jan Krediet by the principal will be paid net with due observance of a payment term of 14 days of invoice, unless explicitly agreed otherwise in writing. This term is a final deadline.
4. As long as the principal has not fully complied with all its obligations towards Jan Krediet, Jan Krediet will have the right to retain all goods, documents and monies that Jan Krediet has or will have in its custody for the principal, until the principal has complied with all its obligations towards Jan Krediet to Jan Krediet's satisfaction. In addition to a right of retention Jan Krediet will have a right of pledge on the goods, documents and monies concerned that are in Jan Krediet's custody for the principal.
5. All payments will be made without setoff or debts or discount. The principal never has the right to set off obligations, whether or not due, against obligations of Jan Krediet.
6. Jan Krediet is entitled to set off.
7. If the principal pays an amount or amounts to (a) private limited liability company(ies) of Jan Krediet and/or the companies affiliated with Jan Krediet other than the original creditor, the private limited liability company concerned has the right to transfer the amount received to the original creditor. If necessary, the principal irrevocably authorises Jan Krediet to that end.

Article 8. Execution

1. Unless explicitly agreed otherwise in writing, Jan Krediet acts as forwarder and not as carrier.
2. Unless explicitly agreed otherwise in writing, all work is carried out in the order determined by Jan Krediet, the capacity and occupancy rate of the means (of transport) and storage space available to Jan Krediet being co-decisive in determining the time of commencement and completion of the work.
3. Jan Krediet is free in the manner of execution of the work unless explicit agreements have been made in that respect.
4. Jan Krediet always has the right to engage auxiliary persons in the execution of the work.

Article 9. Customs

1. Activities related to complying with customs formalities and acting as the principal's fiscal representative are subject – in addition and supplementary to these GTCB – to the Dutch Forwarding Conditions as referred to in Article 2 lid 1 sub b, with the exception of the dispute settlement rules contained therein.
2. In the event of conflict between these GTCB and the conditions referred to in paragraph 1 of this Article, these GTCB will prevail.
3. Jan Krediet will handle customs facilities at the principal's expense and risk.

4. The principal indemnifies Jan Krediet at all times against government claims regarding customs duties, taxes, excise duties, etcetera, on goods in respect of which Jan Krediet handled the customs formalities by order of the principal, unless the principal demonstrates loss or damage caused by intent or deliberate recklessness on the part of Jan Krediet.

Article 10. Changes in Address

The principal must notify Jan Krediet immediately in writing of any changes in its address and/or telephone number.

Article 11. Liability of Jan Krediet

1. Jan Krediet will not be liable for any loss or damage, however named or caused, unless the principal demonstrates that such loss or damage was caused by intent or deliberate recklessness on the part of Jan Krediet.
2. Jan Krediet will never be liable if a principal or any third party, whether or not for consideration:
 - a. uses Jan Krediet's equipment,
 - b. requested Jan Krediet to carry out non-contractual work and Jan Krediet acted on the instructions given by or on behalf of the principal and/or that third party,
 - c. stores goods or parks in one of Jan Krediet's premises,
 - d. temporarily parks a loaded lorry or towed vehicle in one of Jan Krediet's premises without instructing Jan Krediet to arrange for storage or removal,
 - e. loaded or stowed the goods.
3. Jan Krediet will furthermore never be liable for:
 - a. insurable risks, with reference to Article 18.1,
 - b. loss of and/or damage to goods caused in whole or in part by the nature and/or condition of those goods and/or by inadequate and/or defective packaging of those goods,
 - c. damage to persons or loss of and/or damage to goods – including the principal's inventory and equipment – and damage to the principal's structures if such loss and/or damage is due in whole or in part to a cause within the principal's sphere of risk,
 - d. loss of and/or damage to goods – including the principal's inventory and equipment – and damage to the principal's structures that upon the use of the equipment and/or the applied working method (in all aspects of the work) is foreseeable or inevitable, unless the principal has reasonably objected in writing in advance,
 - e. loss and/or damage due to force majeure as referred to in Article 13,
 - f. loss and/or damage caused by rats, mice, insects and other pests,
 - g. variations in weight, which variations will be established by weighing by the principal and by third parties,
 - h. loss and/or damage arising from services, work and/or deliveries provided free of charge, unless the principal demonstrates that such loss or damage was caused by intent or deliberate recklessness on the part of Jan Krediet,
 - i. loss and/or damage arising from the incorrect handling of customs formalities, unless the principal demonstrates that such loss or damage was caused by intent or deliberate recklessness on the part of Jan Krediet,
 - j. loss and/or damage due to incorrect or late information, instructions and documents provided by the principal to Jan Krediet, Jan Krediet not being required to investigate the genuineness, authenticity and accuracy of the same,
 - k. loss and/or damage caused by the manner of loading if the principal offers container(s) plus content and/or swap bodies and/or swap semi-trailers for transportation, which were not loaded by Jan Krediet,
 - l. loss and/or damage that arises because the principal loaded or caused others to load more than the legal maximum load weight of the vehicle concerned and/or
 - m. loss, damage and/or circumstances for which Jan Krediet is not liable pursuant to the additional terms and conditions referred to in Article 2.1.
4. If the principal offers goods for transportation that are loaded in containers and/or swap bodies and/or swap semi-trailers and/or are palletised and/or packaged such that the volume and/or content cannot be checked, Jan Krediet will not be bound by the volume

and/or condition of the cargo and/or content as stated by the principal and/or specified in the consignment note.

5. If no inspection is possible while Jan Krediet is loading, and/or inspection would delay transportation considerably, which is at Jan Krediet's discretion, Jan Krediet will not be bound by the volume and/or condition of the cargo and/or content as stated by the principal and/or specified in the consignment note.
6. If transportation does not include loading and unloading Jan Krediet will not be liable in that respect.
7. Jan Krediet will not be liable for immaterial loss such as loss of profits, trading loss, costs, indirect loss or consequential loss.

Article 12. Limitation of Liability of Jan Krediet

1. If Jan Krediet is liable, its liability will be limited to the amount equalling the current market value of the damaged, lost or destroyed goods at the time of the damage, loss or destruction, or the amount equalling the invoice value of the work done by or on behalf of Jan Krediet, whichever is the lower. Jan Krediet's liability will at any rate be limited to the amount of EUR 2.50 maximum per kg of the damaged, lost or destroyed goods, up to a maximum of EUR 25,000 per event or series of events with the same cause.
2. In the event of loss due to delay for which Jan Krediet is liable, Jan Krediet's liability will be limited to once the freight.
3. Jan Krediet will never be liable for more than the amount paid out by its insurers for the specific event.
4. The provisions of this Article do not affect any statutory liability of Jan Krediet pursuant to mandatory legal provisions.
5. All subordinates and auxiliary persons of Jan Krediet have the same right as Jan Krediet to invoke the above exclusion or limitation of liability towards the principal and any third parties.
6. Any right to compensation will lapse if no written complaint is submitted by or on behalf of the principal within five (5) days of delivery or installation of the goods.
7. The onus of proof lies with the principal.

Article 13. Force Majeure

1. In the event of force majeure on the part of Jan Krediet, Jan Krediet will not be required to comply with its obligations under the agreement(s) or to pay compensation to the principal and/or third parties.
2. In addition to the definitions contained in the law and case law, force majeure on the part of Jan Krediet will be understood to include:
 - a. all foreseen and/or unforeseen, foreseeable and/or unforeseeable circumstances of such nature that execution of the agreement becomes impossible or so onerous and/or disproportionately costly that within reason Jan Krediet can no longer or not immediately be required to honour the agreement,
 - b. such circumstances are understood to include such circumstances at auxiliary persons, as well as anything that constitutes force majeure or suspensive or resolute conditions for auxiliary persons, or breach of contract by auxiliary persons.
 - c. strikes;
 - d. government measures;
 - e. wars, riots and acts of war,
 - f. sabotage, break-ins, fires, fire-fighting water, smoke and explosions,
 - g. natural disasters, floods and storms (exceeding 9 on the scale of Beaufort),
 - h. inadequate and/or defective packaging of the goods supplied or to be supplied,
 - i. the circumstance that a performance which Jan Krediet requires for a performance it has to deliver itself, has not been delivered properly, has not been delivered on time or has not been delivered at all.
3. During the period of force majeure Jan Krediet may suspend its obligations under the agreement. If this period exceeds two months, either party may terminate the agreement without being required to pay any compensation to the other party.
4. The principal will pay all reasonable additional costs caused by or in connection with the event constituting force majeure.
5. To the extent that by the time of occurrence of the event constituting force majeure Jan Krediet has partly complied or will be able to comply with its obligations under the agreement and the part already

complied with or to be complied with is of independent value, Jan Krediet has the right to invoice that part separately. The principal must pay this invoice as if it were a separate agreement.

Article 14. Indemnity

1. The principal will indemnify Jan Krediet against claims, however named or arisen, of third parties against whom Jan Krediet cannot invoke these GTCB to the extent that such claims would have been excluded if those third parties had been bound by the GTCB.
2. If the loss or damage is partly caused by a circumstance that is attributable to the principal, the principal will always be required to compensate at least a proportionate share of that loss or damage.
3. The principal must always make every effort to limit the loss or damage.
4. All auxiliary persons of Jan Krediet have the same right as Jan Krediet to invoke this Article towards the principal and any third party or parties.
5. The duty of indemnity contained in this Article will also apply if the agreement with the principal has been terminated in whole or in part, regardless of the reason.

Article 15. Expiry period

1. All claims of the principal under the agreement related to and/or arising from these GTCB and/or agreements to which these GTCB apply, will lapse by the mere expiry of nine (9) months unless the claim has been filed before the end of this expiry period in accordance with Article 19.
2. The expiry period begins to run on the day following the day on which the goods/services were delivered/rendered, should have been delivered/rendered, or in its absence, the day following the day when the claim arose.

Article 16. Right of Suspension

1. Before complying with its obligations, Jan Krediet has the right to require the principal to make payment in full and/or provide adequate security – for instance, by bank guarantee – if the principal is likely not to (be able to) comply with its obligations correctly and/or in time and/or if the principal does not comply with its obligations in full.
2. In the event that the principle fails to meet one or more of its obligations in a correct and/or timely manner or in the event of loss or damage, Jan Krediet shall have the right to refuse, suspend, interrupt or terminate performance of its obligations with immediate effect and to take additional measures, without assuming any liability, until the principal has paid the amounts it owes in full (inclusive of all interest and costs).

Article 17. Termination

1. Jan Krediet has the right to prematurely terminate the agreement with immediate effect without any notice of default or judicial intervention being required:
 - a. if the principal does not comply with its obligations or if it is foreseeable that the principal will not or cannot comply with its obligations,
 - b. if the principal applies for suspension of payments or has been granted suspension of payments, or applies for bankruptcy or has been declared bankrupt,
 - c. if the principal loses the power to dispose of its assets or attachment is levied on its assets,
 - d. in the event of force majeure as set out in Article 13,
 - e. if circumstances that are at the risk and expense of the principal cause undue delay in the work,
 - f. if Jan Krediet finds itself in a position in which it cannot reasonably be required to complete the work.
2. The principal must pay Jan Krediet the costs associated with termination of the agreement (such as the costs of disassembly and transportation).

Article 18. Insurance

1. The principal must have adequate insurance cover at all times.
2. Jan Krediet will never take out insurance for the goods unless it has undertaken to do so in writing, in which case insurance is taken out at the risk of the principal.
3. Jan Krediet will take out insurance for the principal at the principal's risk and expense after having been so instructed in writing by the principal, stating the risks to be insured in detail. Jan Krediet always has the right to refuse to take out insurance for the principal.
4. The insurer or underwriter may accept or refuse the risk offered; therefore, refusal cannot be held against Jan Krediet.

Article 19. Applicable Law and Competent Court

1. All agreements and legal relations to which these GTCB apply are governed by Dutch law.
2. Any disputes between Jan Krediet and the principal must be submitted to the competent Court of Amsterdam to the exclusion of any other court. However, Jan Krediet has the right to submit the dispute to another competent court, or to voluntarily submit to the jurisdiction of another competent court or arbitration tribunal.

Article 20. Prevailing Language

In case of variation between the Dutch version of these GTCB or other terms to which reference is made and any translations thereof, or in case the Dutch version and any translations thereof can be interpreted differently, the Dutch version and/or the interpretation of the Dutch version will prevail.

The General Terms and Conditions of Business of Jan Krediet were listed with the Registry of the District Court of Amsterdam on 5 February 2020 under filing number 5/2020.