

GENERAL TERMS AND CONDITIONS OF BUSINESS OF

THE PRIVATE COMPANIES

- Jan Krediet Logistics B.V., registered with the Chamber of Commerce under number 58484191;
- Jan Krediet Materiaalverhuur B.V., registered under number 33040665;
- JK Transport Supply B.V., registered under number 58484175;
- JK Warehousing Supply B.V., registered under number 58484183;
- JK Projects B.V., registered under number 72543779;
- JK Logistic Services B.V., registered under number 58251936;
- Logistics Plus Netherlands Customs & Compliance B.V., registered under number 58484183;
- Logistics Plus Netherlands B.V., registered under number 84858192;
- JK The Netherlands B.V., registered under number 84858516;
- European Furniture Logistics (EFL) B.V., geregistreerd onder nummer 08177003;

AND ALL OTHER GROUP COMPANIES OF EUROPEAN FURNITURE LOGISTICS (EFL) B.V., HEREINAFTER REFERRED TO AS "JAN KREDIET".

Article 1 Applicability

1. The General Conditions of Business of Jan Krediet (hereinafter referred to as the "GTBC") apply to all legal relationships between Jan Krediet and a purchaser of its products, works or services (hereinafter referred to as "Principal").
2. The "legal relationship" includes offers, agreements and the legal relationship between Jan Krediet and a Principal after termination of the agreement.
3. Deviation from these GTBC can only be made in writing.
4. The most current version of the GTBC can always be found on Jan Krediet's website (<https://www.jankrediet.com/downloads/>) and can be downloaded there.
5. Jan Krediet is authorized to amend these GTBC from time to time. The most recent version of the GTBC will always apply, unless the Principal notifies Jan Krediet in writing within one month after a modification that it does not accept one or more of the modified GTBC. In that case the original text shall continue to apply to the provisions objected to.
6. General terms and conditions used by the Principal are expressly rejected by Jan Krediet.
7. If one of the provisions of these GTBC is invalid or declared null and void, this shall not affect the validity of the remaining provisions. Instead of the invalid or nullified provision, a provision shall then be deemed to have been agreed upon that most closely approximates the intention of the invalid or nullified provision.
8. Sub-contractors and subordinates of Jan Krediet may invoke these GTBC and the General Industry Conditions (as defined below in Article 2) towards the Principal in the same way as Jan Krediet.

Article 2 Additional conditions

1. Depending on the nature of (an independent part of) the assignment, work or other type of performance of Jan Krediet (hereinafter "the Work"), in addition to these GTBC, the general terms and conditions customary in the relevant industry (always the latest version; hereinafter "General Industry Conditions"), including:
 - a. In case of transport of goods by road: the *AVC General Transport Conditions 2002* (AVC 2002), filed by the Stichting Vervoeradres at the registry of the District Courts of Amsterdam and Rotterdam and the *Transport en Logistiek Nederland Algemene Betalingsvoorwaarden*, filed on July 2, 2002 at the registry of the District Court of The Hague. In international road transport, the aforementioned general terms and conditions apply in addition to the CMR Convention. The AVC 2002, the CMR Convention and the said general terms and conditions of payment can be consulted and downloaded on the website of Jan Krediet (<https://www.jankrediet.com/downloads/>).
 - b. in case of forwarding services (including freight forwarding ('*expeditie*')) as referred to in article 8:60 of the Civil Code), customs formalities and fiscal representation: the *Dutch Forwarding Conditions*, filed by FENEX at the Registry of the District Courts of Rotterdam and Amsterdam on

May 1, 2018, to be consulted and downloaded on the website of Jan Krediet (<https://www.jankrediet.com/downloads/>).

- c. in case of other logistics Work, including project logistics work, loading, unloading, storage, inbound, outbound, packaging, assembling, moving in, moving out, repackaging, quality/quantity control and inventory management: the *Logistic Service Conditions* (LSV), filed by FENEX and TLN (Transport en Logistiek Nederland) at the Registry of the District Court of Rotterdam, downloadable directly from the website of Jan Krediet (<https://www.jankrediet.com/downloads/>).
2. In case of conflict between the GTBC and the General Industry Terms, the GTBC shall prevail.

Article 3 Offers

1. Offers by Jan Krediet are without obligation and can be revoked by Jan Krediet at any time, even if they include a deadline for acceptance. An offer of Jan Krediet is valid for one month from the date of the offer, unless a different duration is indicated in the offer. After commencement of the Work, the Principal will be deemed to have accepted Jan Krediet's offer, unless the principal has expressly indicated not to agree with the offer.
2. In preparing the offer, Jan Krediet will assume that the Work can be performed under reasonably foreseeable conditions. This includes:
 - (i) that the site where the Work is to be performed is easily accessible and passable;
 - (ii) that the space where the assigned Work is to be performed is fully available and accessible; and
 - (iii) that to the extent that the performance of the Work requires the cooperation of third parties, other than subordinates or sub-contractors of Jan Krediet, such third parties shall cooperate fully and adequately and shall not prevent or delay the Work of Jan Krediet.
3. If during the execution of the assignment it appears that the circumstances deviate from what could reasonably be expected, or if the assignment is modified or expanded during the execution, all this to be determined at the sole discretion of Jan Krediet, Jan Krediet will have the right to charge for any additional costs or Work that it incurs as a result, in which case Jan Krediet will to the extent possible adhere to the conditions as agreed upon at the time of entering into the assignment.
4. Jan Krediet's prices stated in the offer include only the costs and Work specified in the offer and are based on all factors determining prices for this Work at the time of entering into the assignment, including the price of fuel, personnel, means of transport or equipment rental. Jan Krediet reserves the right to adjust the prices of services to be rendered and of goods to be delivered even after acceptance of the offer by the Principal in the event that a price-determining factor should change after the order has been placed.

Article 4 Execution of assignment

1. All assigned Work will be performed in a manner and sequence to be determined by Jan Krediet, whereby the capacity and degree of utilization of the (transport) means and storage space available to

Jan Krediet, as well as the availability, accessibility of the spaces in which the Work is to be performed and the cooperation of third parties on whom the performance of the assigned Work depends, will also determine the time of commencement, duration and completion of the assigned Work. Unless expressly agreed otherwise, the mere mention of a specific term or delivery time in the offer or order confirmation cannot be regarded as a term within which the completion of the Work is guaranteed by Jan Krediet.

2. The principal shall always cooperate (where necessary also on its own initiative) to ensure that Jan Krediet can correctly perform its services and fulfill its obligations.
3. If it has been agreed with the principal that Jan Krediet 's services include the use of technical facilities, such as the use of software, ICT systems or networks, Jan Krediet will make every effort to ensure that these facilities work as well as possible. In case of failure or maintenance, Jan Krediet will always try to provide a solution within a reasonable time. However, Jan Krediet does not guarantee the uninterrupted operation of the facilities and systems.
4. Jan Krediet has the right to engage sub-contractors, if necessary, for the performance of the assigned Work.
5. In the execution of transport orders, Jan Krediet always acts as a freight forwarding agent (*'expéditeur'*) and not as a carrier (*'vervoerder'*) and in the fulfillment of customs activities solely and exclusively as a fiscal representative of the principal, unless the parties have expressly agreed otherwise in writing.

Article 5 Rental and use of space

1. In the event that the principal makes use of storage, parking or shunting space (hereinafter referred to as the "space") at Jan Krediet, regardless of the legal qualification of the agreement on the basis of which such use takes place, the following provisions shall also apply thereto.
2. Principal shall use the space exclusively for the agreed purposes. Principal shall not use the storage space for illegal, criminal or immoral activities (including tax fraud). Principal shall use the space with due care and in accordance with the purpose and provisions of the agreement. Principal shall properly maintain the space and, if applicable, ensure that it is properly locked at all times in its absence.
3. The risk associated with the Principal's use of the space is always entirely the responsibility of the Principal. Jan Krediet gives no guarantees and accepts no liability regarding the suitability for the purpose for which the principal wishes to use the space or the safety or security of the storage space.
4. Jan Krediet will never act as a holder (*'houder'*), custodian (*'bewaarder'*), guardian (*'bewaker'*) or depository (*'bewaarnemer'*) with respect to the space, regardless of how the Principal makes use of the space, unless otherwise agreed in writing between the parties.
5. The principal is not permitted:
 - a. to engage in activities punishable under the Dutch Opium Act in or in the immediate vicinity of the space. Acting in violation of this prohibition is so serious that it justifies termination of the lease on the shortest possible term;
 - b. to use the space in a way that may cause soil or other environmental contamination or damage to the space such as from oil and fuel leaks;
 - c. to store on the premises items that may cause damage or are prohibited by law. This includes, in any case, flammable, environmentally harmful or dangerous substances, fireworks, gas cylinders, and other flammable materials, drugs, illegal items, waste or refuse, firearms, contraband, stolen goods, chemicals, toxic substances, radioactive substances, asbestos, loose batteries or wrecks;
 - d. to store in the room the following goods: cash, securities, stocks, jewelry, artifacts, irreplaceable objects, objects emitting smoke or odor, living organisms, animals or food;
 - e. to cause nuisance or hindrance in any form in or in the immediate vicinity of the space.

6. Jan Krediet has the right to access the space at any time to inspect it in case of (suspected) emergency, such as fire, leakage or burglary, or in case of (suspected) violation of unauthorized use of the space.
7. If the space is located on a site or within a building that is also used by other parties, the Principal will take this into account when using the space. Jan Krediet is not liable for damage caused by the activities of (any) other user(s) of the premises or building, or resulting from impediments to the use of the space caused by (any) other user(s) of the space or the space in its vicinity.

Article 6 Procurement services

1. The purchase of goods for and on behalf of the principal from a supplier shall be made on terms agreed with the supplier and subject to the special and general conditions applied by such supplier, including price, guarantees and delivery conditions relating to these goods as supplied by the supplier in accordance with the instructions of the principal. With respect to each order, Jan Krediet and Principal will cooperate as much as possible in order to make the procurement and delivery of the goods as economical, efficient and sustainable as possible.
2. For the provision of the procurement services, the principal expressly and irrevocably authorizes Jan Krediet, for the duration of the execution of the order, to enter into purchase agreements with the selected supplier(s) on behalf of and for the account of the principal and to otherwise transact business with them and any third parties in order to arrange all that is appropriate for the purchase and delivery of the goods.
3. Any order to Jan Krediet for procurement services is final and irrevocable upon approval by the principal. Jan Krediet shall commence processing the purchase services order upon receipt of payment by the principal of the advance invoice. To the extent that surcharges or taxes are imposed on Jan Krediet by any government or third party in connection with the execution of the order, Jan Krediet will be entitled to pass these on to the principal.
4. Upon receipt of the goods, Jan Krediet will make every effort to carry out the transportation of the goods within a reasonable time frame as usual for transportation, taking into account all relevant circumstances. However, a mention of a certain delivery time in the order does not bind Jan Krediet and cannot be considered as a strict deadline by which delivery of the goods is guaranteed by Jan Krediet.
5. For the provision of procurement services, the principal authorizes and uses Jan Krediet, or the sub-contractors instructed by Jan Krediet for this purpose, as its direct representative within the meaning of Article 18 et seq. of Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code (recast) for all consignments of goods procured on behalf of and for the account of the principal. This authorization and assignment covers all customs operations and communications up to and including the completion of verification and issuance of the notice of customs debt. The relevant General Industry Terms shall apply.

Article 7 Payment of invoices

1. All amounts due to Jan Krediet by the Principal will be paid without any set-off or discount, subject to a payment term of not more than 14 days from the invoice date, unless expressly agreed otherwise in writing with Jan Krediet. This period shall be considered a time limit.
2. Jan Krediet has the right to retain all goods, documents and moneys which Jan Krediet has or will have in its possession for the principal, or in general to suspend any obligation to surrender the goods, documents and moneys, until the principal has fulfilled all its obligations in connection with the order or any other agreement with Jan Krediet.
3. Jan Krediet always has the right to demand security from the principal for payment of all that the principal owes or will owe in connection with the assignment or any other agreement with Jan Krediet.

4. Jan Krediet has the right to suspend performance of its obligations to the principal for as long as the principal has not met all of its payment obligations to Jan Krediet or has not provided, or has not provided adequate security at Jan Krediet's request, for payment of all that the principal owes or will owe in connection with the assignment or any other agreement with Jan Krediet.

Article 8 Insurance

1. Jan Krediet shall only take out insurance of any kind at the expense and risk of the principal if this is expressly agreed in writing between the Principal and Jan Krediet, clearly specifying the interests, risks, conditions and values to be insured.
2. Insurance on behalf of the Principal shall be (caused to be) underwritten by an insurer, insurance broker or insurance intermediary. Jan Krediet does not vouch for the soundness of such insurer, insurance broker or insurance intermediary and Jan Krediet is not responsible or liable for the actions of such parties.

Article 9 Complaints

A complaint relating to the quality or duration of the Work performed by Jan Krediet or relating to an invoice from Jan Krediet must be communicated to Jan Krediet in writing, stating reasons, within 14 days of the day on which the reason for the complaint was or should have been known to the principal, or within 14 days of the date of the invoice, respectively. If the complaint is not made in a timely manner, all rights of the Principal in connection with the complaint shall expire.

Article 10 Use of personal data and administration

1. Jan Krediet processes information about identified or identifiable natural persons, as defined in Article 4, sub 1 GDPR ('AVG') (hereinafter referred to as "personal data"), for the purpose of, among other things, managing the relationship with Jan Krediet's Principals, suppliers and business partners, to comply with laws, regulations and policy requirements, to develop and improve Jan Krediet's services or products, for marketing purposes and relationship management, to comply with all of Jan Krediet's obligations arising from the performance of the assignment and further any legitimate interest of Jan Krediet.
2. Jan Krediet will not retain personal data longer than necessary to fulfill the purposes stated in this article, or as long as required by applicable laws and regulations.
3. Jan Krediet makes every effort to protect personal data from accidental or unlawful destruction, loss, alteration and unauthorized disclosure or access. To this end, Jan Krediet has implemented appropriate technical and organizational measures as part of our information security.
4. Jan Krediet's records shall constitute full evidence in relation to the principal, unless the principal proves the incorrectness of the records. Jan Krediet will comply with legal retention periods with regard to the records. Upon expiration of the retention periods, Jan Krediet has the right to destroy the records.

Article 11 Liability Jan Krediet

1. Jan Krediet shall be liable for damage to or loss of goods surrendered to Jan Krediet, occurring during the period of receipt by Jan Krediet until such time as such goods are made available to the principal or entitled party by Jan Krediet after performance of the agreed Work, subject to force majeure or the other provisions of these terms and conditions.
2. Jan Krediet is not liable for damages resulting from failure by or on behalf of the principal to fulfill any obligation incumbent upon the principal arising from the assignment, these terms and conditions, or any separate agreement entered into with Jan Krediet.
3. In case of transportation, storage or other logistics services, Jan Krediet will be liable up to a maximum of the limits of liability provided by the applicable regulations for the mode(s) of transport concerned or, for other logistics services, the General Industry Conditions. In case of other services, Jan Krediet is liable up to a maximum of the amount invoiced by Jan Krediet for the services in question up to a maximum of EUR 25,000.

4. Jan Krediet shall only be liable for damage to or loss of goods received by it. Unless otherwise agreed upon in writing, all services provided by Jan Krediet, other than transportation or storage or other logistics services to which the General Industry Conditions apply, will be at the expense and risk of the Principal. Jan Krediet is therefore not liable for immaterial damage, lost profit, consequential damage, however caused, including damage caused by delay or damage caused by any advice from Jan Krediet.

Article 12 Force majeure

1. In the event of force majeure on the part of Jan Krediet, Jan Krediet is authorized to suspend its obligations in connection with the assignment for the duration of the force majeure, without any compensation being due to the Principal.
2. Force majeure on the part of Jan Krediet, in addition to generally accepted standards, includes:
 - a. all circumstances rendering the execution of the assignment impossible or so difficult or disproportionately costly that execution of the assignment by Jan Krediet can no longer or not immediately be reasonably required;
 - b. acts of nature, pests, floods and storms (wind force above 9 on the Beaufort scale);
 - c. explosions, fire, firewater and smoke;
 - d. break water pipes and rain water drains;
 - e. cybercrime (including but not limited to cyber dependent crime and cyber enabled crime)
 - f. war, insurrection, molestation, terrorist attacks, sabotage and strikes;
 - g. government measures.
3. If the period of force majeure lasts longer than two months, then either party is entitled to terminate the agreement with immediate effect, without notice of default and without judicial intervention. If Jan Krediet has already performed Work before the moment of suspension, it will be compensated therefor by the Principal.

Article 13 Indemnification

1. The principal shall indemnify Jan Krediet for claims by third parties in connection with or as a result of Jan Krediet's performance of the assigned Work, however named and arising from whatever cause, if and insofar as Jan Krediet's liability in connection with such claims against the principal would be excluded or limited pursuant to the agreement or these GTCB.
2. The principal shall indemnify Jan Krediet and shall hold Jan Krediet fully harmless against claims by governmental authorities in respect of customs duties, taxes, excise, etc., on goods, those customs formalities of which are handled by Jan Krediet on behalf of the principal.
3. The principal shall indemnify Jan Krediet and shall fully compensate Jan Krediet for claims of third parties, whether or not consumers, in connection with product liability, liability arising from intellectual property rights, quality or safety requirements, as well as claims of third parties in connection with the principal's products of which Jan Krediet is in charge of the import, export or transit in the European Union or countries outside the territory of the European Union.

Article 14 Time limits

1. In the case of transportation, storage or other logistics services, all claims of the principal against Jan Krediet shall be subject to the expiration or limitation periods provided by the applicable regulations for the mode(s) of transport or for the other logistic services concerned, respectively.
2. In the case of all other services, claims of the Principal against Jan Krediet shall expire after a period of 9 months from the day on which the goods have been made available to the Principal or entitled party after Jan Krediet has performed the agreed Work, or the day on which Jan Krediet's Work under the agreement with the Principal has been completed or terminated, respectively.

Article 15 Termination or dissolution of agreement

1. The agreement between Jan Krediet and the principal shall terminate by operation of law if the principal applies for suspension of payment, is declared bankrupt or at the time the principal loses the power to freely dispose of its assets.
2. Jan Krediet is entitled to prematurely terminate or dissolve the assignment with immediate effect, without notice of default and without judicial intervention, in the event that the Principal fails to meet its obligations or it is reasonably foreseeable that the Principal will fail to meet its obligations, or the execution of the assignment is unreasonably delayed due to circumstances under responsibility of the Principal.
3. Any Work already performed by Jan Krediet up to the time of termination or dissolution, as well as costs related to termination or dissolution of the agreement, will be reimbursed by the Principal.

Article 16 Applicable law and competent court

1. All agreements and legal relations between Jan Krediet and the principal shall be governed by Dutch law.
2. All disputes between Jan Krediet and the principal shall in the first instance be submitted for decision to the competent court in Rotterdam to the exclusion of any other court.

Article 17 Dutch text decisive

These GTCB and the General Industry Conditions are made available by Jan Krediet with a translation in several languages. The Dutch text and the interpretation thereof will take precedence.