

General Terms and Conditions of Transportbedrijf Van de Wetering Loosdrecht B.V.

General

1. By concluding an agreement with Transportbedrijf Van de Wetering Loosdrecht B.V. (hereinafter: "Van de Wetering"), the client thereby accepts Van de Wetering's General Terms and Conditions. Once an agreement has been entered into subject to the applicability of these General Terms and Conditions, the General Terms and Conditions will apply to subsequent quotes and agreements as well.
2. "Client" will mean the party that procures, or intends to procure, equipment, personnel and/or services from Van de Wetering.
3. The most recent version of the General Transport Conditions ("GTrC") filed with the registry of the Amsterdam and Rotterdam District Courts will apply to agreements concerning road transport. The General Terms and Conditions for Exceptional Transport ("GTCET") will apply to agreements concerning exceptional transport. Cross-border road transport will take place in accordance with the CMR Convention and, in addition to this, the aforementioned GTrC and/or GTCET.
4. The full GTrC and GTCET and the CMR Convention will be sent at no cost upon request and will be available for inspection at Van de Wetering in Loosdrecht.
5. Van de Wetering's General Terms and Conditions, the GTrC, the GTCET and the CMR Convention can be viewed at www.vandewetering.nl/en/about-us/general-terms-and-conditions/item51
6. All amounts in these General Terms and Conditions are exclusive of VAT.

Liability

7. Van de Wetering will be liable on the basis of the GTrC and GTCET or the CMR Convention.
8. If the Client does not believe that the cover under the GTrC or CMR Convention is sufficient, the Client may take out additional goods transport insurance. Van de Wetering can introduce the Client to an insurer.

9. Van de Wetering is not liable for damage or costs, except those resulting from wilful misconduct or gross negligence by Van de Wetering, however termed and however they arise, if a Client or a third party, for payment or not:
 - a. Uses Van de Wetering's equipment;
 - b. Asked Van de Wetering to perform specific work, which work was not part of any agreements already concluded, and Van de Wetering acted pursuant to the instructions given by or through the Client and/or this other third party;
 - c. Stores or parks goods on Van de Wetering's premises.
10. Van de Wetering is not liable for damage and/or costs, however termed, if such damage and/or costs ensue from services, work and/or deliveries which take place for no consideration, unless the Client demonstrates that the damage and/or costs resulted from wilful misconduct, or gross negligence equivalent to wilful misconduct, on Van de Wetering's part.
11. Van de Wetering stipulates all statutory or contractual defences which Van de Wetering may invoke against the Client or a third party to avoid its own liability, as well as that of its subordinates and non-subordinates for whose conduct Van de Wetering would be liable under the law.
12. The provisions in this Article do not affect Van de Wetering's statutory liability under mandatory legal provisions.

Rates

13. Unless agreed otherwise and explicitly indicated in the quote, the rate stated by Van de Wetering in the quote includes:
 - a. Three hours of loading and three hours of unloading;
 - b. Permits;
 - c. Tolls;
 - d. Escorts, if necessary.
14. The necessary processing time for permits is based upon Van de Wetering's past experience. Van de Wetering may not be held liable for any delay in obtaining the permits or the non-

granting of the requested exemption by the competent authority.

- 15.** Unless agreed otherwise and explicitly indicated in the quote, the rate stated by Van de Wetering in the quote will be exclusive of (if necessary):
 - a.** Police escort, BF4 escort;
 - b.** Route research;
 - c.** Bridge calculations;
 - d.** Moving and removing street furniture and/or other civil-engineering objects;
 - e.** Customs documents;
 - f.** Co-driver;
 - g.** Additional unloading, loading and waiting hours, at a minimum of EUR 75 per hour, depending on the equipment Van de Wetering has deployed;
 - h.** Additional escort, if the permit requires it;
 - i.** Costs pertaining to other conditions mentioned in the permit that were unknown when the offer price was determined.
- 16.** Costs incurred due to unforeseeable/unexpected changes in routes that are caused by roadworks, for example, will be charged to the Client.
- 17.** If the 3 loading hours and 3 unloading hours are exceeded through no fault of Van de Wetering and this causes a one-day delay in the transport, 10 waiting hours will be charged to the Client.
- 18.** Van de Wetering is not responsible for any possible taxes or import duties regarding the cargo.
- 19.** The costs under 15, 16 and 17 will be charged to the Client in a separate invoice after delivery, with 5% in administrative costs being added. By signing an agreement with Van de Wetering, the Client will have agreed in advance to the amount of the costs to be charged.
- 20.** As the concomitant costs can be unpredictable and may turn out to be high, a cost indication can be provided by performing route research beforehand at the rate of EUR 75 per hour.

Quote

- 21.** All of the quotes issued by Van de Wetering are non-binding.

22. An agreement will be entered into upon the quote being signed. If the Client is a legal entity, the signatory must be authorised to bind the legal entity as shown by the Chamber of Commerce (or a similar institution in foreign countries).
23. If the Client is a natural person, the Client must send a copy of a bank statement, on which the transactions may be blacked out, along with the signed quote.
24. A quote valid is valid for 30 days after the quote date.
25. A quote must be accepted in writing.

Cancellation

26. If the transport is cancelled, the Client must compensate Van de Wetering for any costs already incurred. If cancellation occurs within 7 times 24 hours of the time that the scheduled transport is to begin, the Client will owe 70% of the agreed quote rate. Transport may only be delayed in consultation with and with the permission of Van de Wetering.
27. Van de Wetering will charge the Client 70% of the agreed quote rate if:
 - a. The cargo is not available at the agreed time;
 - b. The dimensions of the cargo differ from the stated dimensions and consequently the transport cannot be carried out.

Loading/Unloading

28. The loading and unloading site must be easily accessible and navigable for the equipment to be used. If and in so far as the loading and unloading site turns out not to be easily accessible and navigable, an alternative solution will be sought in consultation with the Client. If this results in extra costs, these will be charged.
29. If the Client presents goods for transport and these goods have not been loaded by Van de Wetering, Van de Wetering will not be liable for damage arising from the manner of loading.
30. If the Client presents goods for transport and they have been packaged in such a way that the number of items and/or the contents cannot be verified, Van de Wetering will not be bound by the quantity and/or contents stated by the Client and/or indicated in the consignment note.

- 31.** If, in Van de Wetering's opinion, verification is not possible upon loading by Van de Wetering and/or verification would significantly delay the transport, Van de Wetering will not be bound by the number of items and/or condition of the cargo and/or the contents stated by the Client and/or indicated in the consignment note.

Payment

- 32.** Van de Wetering may check the Client's financial status beforehand. Based on the results of this check, Van de Wetering may request a pre-payment or cash payment to the driver.

Payment period

- 33.** If Van de Wetering does not request a pre-payment and allows invoicing upon delivery, the invoice must be paid within 21 days of the invoice date (unloading date), unless another period has explicitly been agreed.

If payment is not made on time, the Client will immediately be in default. No suspension of payments is permitted.

- 34.** If it has been agreed that transport will occur subject to cash payment or pre-payment, and neither of these has occurred upon delivery, the Client will have two options:
- a.** Unloading will happen after payment is made, with the Client also having to pay for the extra waiting period at a rate of EUR 75 per hour;
 - b.** The Client will instruct the cargo to be brought to Loosdrecht, after which a second transport will be scheduled, which will only be carried out after the first and second transports have been paid for. Any storage costs and crane costs will be charged.

Prices

- 35.** The prices mentioned in these General Terms and Conditions are the prices applied in March 2018. Prices may be increased, and the current prices will be available upon request.
- 36.** Van de Wetering's prices are based on the rates, wages, prices and the like that are applicable on the offer date, the date the agreement is entered into, or the date of actual performance and, unless otherwise indicated, will be exclusive of both Dutch and foreign

turnover tax. If one or more of these factors change, the prices will automatically be changed accordingly and will be binding, including with respect to pending agreements, on the understanding that, if the prices change within three months of the agreement being entered into, the Client may rescind the agreement. All of these provisions will apply unless expressly agreed otherwise. If the Client rescinds the agreement due to a price increase being passed on, the Client will be obliged to pay compensation for the costs already incurred by Van de Wetering in connection with the performance of this agreement.

The Client's responsibilities

- 37.** The quote rate will apply to the dimensions, weight and details stated by the Client. If and in so far as this information has not been stated correctly and proves to be higher, any related costs, such as for arranging another, suitable trailer, will be charged, including any penalties for permits which are insufficient, in addition to an amount of EUR 100 for extra costs.

Applicable law and choice of forum

- 38.** Dutch law applies to all legal acts between the Client and Van de Wetering. Any disputes between the parties will be settled by the competent Dutch court in Rotterdam.

Language

- 39.** If there are differences of interpretation between the Dutch version and a translated version of the General Terms and Conditions, the Dutch version will prevail.

Pledge

- 40.** Supplementary to the provisions in Articles 23 and 24 GTrC, the possessory pledge will, if the claim is not paid, be sold in the manner stated by law or, if there is consensus on this, privately.
- 41.** Upon request, Van de Wetering may have the possessory pledge replaced with other, in Van de Wetering's opinion, equivalent security.

- 42.** The Client may never invoke against Van de Wetering payment extensions granted to it, expressly or not, regarding previous orders.

Customs

- 43.** Customs formalities handled by Van de Wetering are at the Client's expense and risk. Van de Wetering will only be liable for costs and damage ensuing from the improper handling of customs formalities if the Client demonstrates wilful misconduct or gross negligence by Van de Wetering.
- 44.** The Client indemnifies Van de Wetering at all times against claims asserted against Van de Wetering or the Client by the government regarding customs duties, taxes, excise duties and so forth on goods for which Van de Wetering took care of the customs formalities on the Client's instructions, unless the Client demonstrates wilful misconduct or gross negligence by Van de Wetering.

Leasing

- 45.** Machines, equipment, tools, tank and other containers, trailers, lorries and other goods will be leased out subject to the following conditions:
- a.** At the start of the lease, Van de Wetering will undertake to provide to the Client a good which is in good condition;
 - b.** The Client must, when taking possession of the goods, inspect them for flaws and defects. If the Client has not set down any written observations regarding the goods' condition upon receiving them, it will be deemed to have received these goods in good condition;
 - c.** When the lease ends, the Client must return the leased good in the same condition it was in at the start of the lease, except for wear and tear ensuing from normal use for which the good was intended based on its nature. If the leased good is received back by Van de Wetering in a different condition than the condition in which it was provided, the Client must, upon request, compensate Van de Wetering for the decline in the good's value;
 - d.** The Client may not give possession of the leased good to third parties, except to employees working for it, or lease the good out, pledge it or dispose of it;

- e.** Any necessary permits to use the leased good will be arranged by the Client. If the necessary permits are lacking, the Client will indemnify Van de Wetering with respect to additional tax assessments and/or damage or other claims ensuing from the lack of these permits;
- f.** Fuel for leased machines, tools and/or lorries is not included in the rental price;
- g.** Van de Wetering is not liable for any damage, including government-imposed penalties and police or other fines, ensuing from the use of the leased good, however these have arisen, except if these result from wilful misconduct or gross negligence by Van de Wetering. The Client indemnifies Van de Wetering against claims made by third parties in this regard;
- h.** If the Client has not paid the rental fee it owes to Van de Wetering, Van de Wetering may, without any notice of default being required, take the leased good out of the Client's control. The Client will pay the related costs.