

General Terms and Conditions 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) Client thereby accepts Van de Wetering' General Terms and Conditions. Once an agreement has been concluded with the applicability of these General Terms and Conditions, these General Terms and Conditions will also be applicable onto future quotations and agreements.
2. By "Client" shall mean: the entity whom uses material, personnel and/or services from Van de Wetering, or who intends to do so. Client can be natural or legal persons, their representative(s), agent(s), assignee(s) and heir (heirs).
3. Terms and Conditions from Client are, unless explicitly stipulated otherwise in writing by Van de Wetering, do not apply to the quotations and agreements mentioned in Article 1.
4. If Van de Wetering does not appeal on what is mentioned in the General Terms and Conditions in appropriate cases, this does not mean Van de Wetering has waived its right to appeal on these terms and conditions.
5. On agreements concerning transport by road, the General Transport Conditions (AVC) are applicable as always the latest version filed in at the Registry of the District Courts of Amsterdam and Rotterdam. To agreements concerning exceptional transport, the present conditions apply of the General Terms and Conditions for Exceptional Transport (AVET). Cross-border road transport takes place in accordance with the CMR Convention and in addition to the aforementioned AVC and/or AVET.
6. The AVC- and AVET-conditions and the CMR-convention will be send upon request at no cost and are available for inspection at Van de Wetering in Loosdrecht.
7. The General Terms and Conditions from Van de Wetering as well as the AVC- and AVET-conditions including CMR convention can be found on: www.vandewetering.nl/over-ons/algemene-voorwaarden/item51
8. All amounts mentioned in these General Terms and Conditions are exclusive VAT.

Liability

- 9.** The liability of Van de Wetering is arranged in accordance with what is provided in the AVC- and AVET-condition as well as CMR-convention. The liability from Van de Wetering beyond these provisions will be in any case limited per damage event or series of damage events, with the same origin up to the level of the invoice amount. Only in case of gross negligence or fault and/ or intentional or deliberate recklessness can this limit be broken.
- 10.** If Client considers the maximum liability under AVC, AVET or CMR conditions insufficient, then an additional insurance may be taken out by Client. Van de Wetering may, on initiative or indication by Client, arrange an additional insurance in consultation with Client.
- 11.** Van de Wetering is not accountable for damages and costs, other than as a result of intent or gross negligence of Van de Wetering, however named and arising if a Client, or any third party, whether or not for compensation:
 - a.** Uses equipment from Van de Wetering;
 - b.** Has requested to perform certain work from Van de Wetering, which work is not part of any agreement already concluded, and Van de Wetering has acted in this respect and in accordance with instruction given by or on behalf of the Client and/ or other third party's;
 - c.** Stores or parks goods on the premises of Van de Wetering
- 12.** Van de Wetering is not accountable for damage and/ or costs whatsoever, if such damage and/or costs result from services, activities and/or deliveries performed free of charge, unless the Client proves that the damage and/or costs were caused as a result of Van de Wetering's intentional act or omission or gross negligence equivalent to intentional act or omission.
- 13.** Van de Wetering stipulates all legal and contractual defences, which Van de Wetering invokes towards its own liability towards the Client or any third party, also on behalf of its subordinates and non-subordinates for whose conduct Van de Wetering would be liable under the law.

Rates

14. Unless agreed otherwise and/ or explicitly indicated on the quotation, the rate stated by Van de Wetering in the quotation includes:

- a. Within The Netherlands : 1 load- and 1 unloading hour
- International : 3 load- and 3 unloading hours

At exceedance the rates which can be found in waiting time table 16h apply

- b. Permits;
- c. Road tax;
- d. One own BF2 or BF3 pilot car;
- e. Including ferry crossings if required;
- f. Including 2 hour free of charge for handling of the custom documents and formalities.

15. The necessary processing time regarding permits is based upon experience from Van de Wetering in the past. Van de Wetering can not be held accountable for any eventual delays in obtaining permits or failure in granting of the requested permit by the competent authority.

16. Unless agreed otherwise and/ or explicitly indicated on the quotation, the rate stated on the quotation by Van de Wetering excludes (if required):

- a. Loading and unloading costs (crane costs, personnel, hoisting accessories etc.)
- b. Additional pilot cars, if prescribed in the permit. Which includes ATB (Switzerland), Hilfspolizei/ BF-4 pilot (Germany), VTL (Sweden), Guideurs (France) possible police/ motor pilot costs. These costs will only be known after appliance of the permit and will be charged to the Client by Van de Wetering.
- c. Route survey, which has a minimum cost of €400 for half a day (=5 hours) and additional costs after 5 hours are €100 per hour. Except non-EU countries;
- d. Bridge calculations;
- e. Removing and resettle of the street furniture and/ or other civil goods;
- f. Custom documents: to be provided by Client;
- g. Co driver;

- h.** Additional load- , unloading and waiting hours, according following waiting time table 16h:
- 2-axle truck : €85,- each hour
 - 3-axle truck : €95,- each hour
 - 4-axle truck : €125,- each hour
 - Pilot car : €60,- each hour
- i.** Protection of cargo by tarpaulin, in case of damage repairing costs are for Client.
- j.** Cost for other terms / conditions specified in the permit which were unknown when the quotation was determined, such as bank guarantees for permits to be obtained for Europe.
- 17.** Costs occurred by unforeseen/ unexpected changes in routes due to, for example, roadworks will be charged to the Client.
- 18.** By exceeding the determined load- and unloading hours through no fault by Van de Wetering, 10 hours will be charged to the Client if this causes a one-day delay in transport.
- 19.** Van de Wetering is not responsible for (possible) taxes and import duties with reference to the cargo.
- 20.** The costs pointed out in bullet 14, 15 and 16 will be charged to Client on a separate invoice. By signing the agreement with Van de Wetering the Client accepts on forehand the extra costs which will be charged separately. Administration fee is €50 each send invoice.
- 21.** The quotation is valid for the object to be transported as formulated in the quotation. Client ensures completeness of information for the object to be transported.
- The Client holds full responsibility and accountability for defectiveness of the goods to be transported. Defects and faults which reasonably should have led to the prior adjustment or correct delivery of goods are for Client's own account. This responsibility extends to damage to persons, material or other goods and the costs arising from the defective packaging of the goods, unless the defect was visible or known to Van de Wetering at the time of acceptance and Van de Wetering has not made any reservations in this respect.

Quote

22. All of the quotes provided by Van de Wetering are non-obligation.
23. All quotes are, unless explicit mentioned otherwise, based on execution on weekdays.
24. By signing the quotation and/ or complete the transport confirmation form a agreement is set. If the Client is a legal entity the signatory must be authorized to sign which must be proofed with evidence by Chamber of Commerce (or similar agency abroad).
25. If the Client is a natural person, Van de Wetering may request, in addition to the signed quotation/ confirmation form, to enclose a copy of a bank statement showing Name, Address, City and Account number for verification of the identity of the Client.
26. The validity of the quotation is 30 days after signing.
27. A quotation must be accepted and signed in writing.

Cancellation

28. At cancellation of the transport, the Client shall be liable to reimburse Van de Wetering for all costs already incurred. If cancellation takes place within 7 times 24 hours before the time of commencement of the planned transport, Customer shall owe 70% of the agreed quotation rate. Postponement only possible in consultation and approval from Van de Wetering.
29. Van de Wetering charges Client with 70% of the agreed quotation rate if:
 - a. Cargo is not available on agreed date and time;
 - b. The dimensions of the cargo deviate from the specified dimensions by Client and as a result the transport cannot be carried out.

Loading/unloading

- 30.** Loading- and unloading location must be easily reach- and drivable for deployed equipment. If the loading and unloading location turns out not to be easy accessible and drivable, an alternative solution will be sought in consultation with Client. If this results in extra costs Van de Wetering maintains the right to charge these extra costs at Client
- 31.** If Client offers goods to be transported and these goods are not loaded by Van de Wetering, Van de Wetering cannot be held accountable for damages caused by the way of loading.
- 32.** If the Client offers goods to be transported and these are packed in such a way, control on number and/ or content is not possible, Van de Wetering cannot be held accountable for the number/ and or content like specified by Client and/ or mentioned on freight document.
- 33.** If upon loading by Van de Wetering no inspection is possible and/ or inspection will delay the transport considerably, all this a the discretion of Van de Wetering, Van de Wetering shall not be held accountable by the number and/ or condition of the cargo and/ or content, as stated by the Client and/ or is mentioned on freight document.
- 34. If items 31 and/or 32 occur, a reservation should be made by the driver on the freight document.**

Prices

- 35.** Prices are based on easily reachable and drivable destinations. Should it turn out during the execution of the order, that the accessibility is not sufficient, Van de Wetering maintains the right to increase prices with all additional costs incurred as a result.
- 36.** Invoices are expected to be accepted and approved by Client, if Van de Wetering did not receive a written objection within 8 days after invoice date.

Payment

- 37.** The financial state of Client may be controlled in advance by Van de Wetering. Based on the outcome, Van de Wetering may ask for a down payment or payment in cash to driver then 50% at order and 50% before unloading.

Payment period

- 38.** If Van de Wetering does not ask for a down payment and Van de Wetering approves delivery on account, payment of invoice needs to be succeed within 30 days after invoice date (unloading date), unless another period is explicitly agreed.

In the absence of timely payment, Client is immediately in default. Any delay in payment is not permitted. If payment is not made within the agreed period, the Client is obliged, in addition to the principal sum, to pay the applicable (commercial) interest based on law or treaty.

- 39.** The Client is not entitled to apply settlement in respect of amounts charged by Van de Wetering to the Client pursuant to any agreement entered into with the client.
- 40.** If Van de Wetering proceeds to collection through the courts or other means in the event of overdue payment by the Client, all costs already incurred or yet to be incurred by Van de Wetering, as well as those related thereto, including the extrajudicial collection costs, being at least 15% of the principal sum, shall be for the account of the Client, without prejudice to the provisions of article 38.
- 41.** If agreed that transport is under the condition of cash on delivery or prepayment and neither has taken place upon delivery, Van de Wetering has two options:
- a.** Discharge will be organized after the transport has been paid for, where Client is also accountable for additional waiting time costs described in waiting time table at paragraph 16h;
 - b.** Van de Wetering gives assignment that cargo will be brought to Loosdrecht, where after a second transport will be planned, which will be executed after the first and second transport are fully paid. Cost for storage and crane costs will be charged to Client.

Prices

- 42.** The prices mentioned in these General Terms and Conditions are prices as applied in **January 2022**. Prices can be increased and actual prices are available upon request.
- 43.** The prices from Van de Wetering are based upon the tariffs, wages, prices etc. applicable on the date of the quotation or of the actual performance and, unless otherwise stated, are excluding sales tax, both Dutch and foreign. Upon change of one of these factors, the prices will automatically change accordingly and will be binding, even with regard to agreements still in progress, on the understanding that if the prices change within three months of the conclusion of the agreement, the Customer will be entitled to dissolve the agreement. All this unless explicitly agreed otherwise. In the event of an appeal to dissolution the agreement because of the higher costs, Client shall be obliged to reimburse external costs already incurred by Van de Wetering for the execution of this agreement.

Client's responsibilities

- 44.** The quotation rate is valid for the specified dimensions, weight and remarks by Client. If and to the extent that these details are not provided correctly and are higher, all related costs, such as providing another suitable trailer, will be charged to Client including penalties for permits that are not sufficient with the on top of that standard administration costs of €50 each invoice like stated in paragraph 20.

Applicable law and choice of forum

45. On all legal acts between the Client and Van de Wetering the Dutch law applies. Disputes between the parties shall be tried by the authorized Dutch court in Rotterdam.

Language

46. In case of interpretation differences between the Dutch version and the translated version of the General Terms and Conditions, the Dutch version shall prevail.
47. Quotation subject to typographical errors.

Pledge

48. In addition to the provisions of articles 23 and 24 AVC, in the event of non-fulfilment of the claim, the sale of the possessory pledge shall take place in the manner provided by law or, if there is agreement thereon, private.
49. Van de Wetering can replace the possessory security right if requested other equivalent security at the sole discretion of Van de Wetering.
50. The Client may never invoke towards Van de Wetering any delay of payment, whether or not expressly granted, with regard to previous orders

Customs

51. Handling of the custom formalities by Van de Wetering, will be on own expense and risk of Client. Van de Wetering shall only be liable for costs and damages resulting from incorrect handling of customs formalities, if the Client proves intent or gross negligence on our part.
52. Client shall indemnify Van de Wetering at all times against claims imposed on Van de Wetering or the Client by the authorities in respect of customs duties, taxes, excise duties, etc. on goods for which the customs formalities are taken care of by Van de Wetering on behalf of the Client, unless the Client proves intent or gross negligence on our part.

Rental

- 53.** Rental of machines, materials, (tank)containers, trailers, trucks and other goods are conducted by the following conditions:
- a.** Van de Wetering has the duty to deliver the material in good condition at start of the rental agreement with Client;
 - b.** The Client is obliged to control the goods for any defects and faults upon receipt. If the Client does not make any written comments regarding the condition of the goods upon receipt, Client shall be deemed to have received these goods in good condition.
 - c.** Client is obliged to return the rented goods at the end of the rental agreement in the same condition as the goods were at the start of the rental agreement. Excluded from this is wear and tear resulting from normal use for which the goods are intended according to their nature. If the rented good is in a different state upon receipt by Van de Wetering, Client shall be obliged to pay the decreased value to Van de Wetering at the first request;
 - d.** The Client is prohibited from handing over the rented good to third parties, with exception of employees employed by it, renting it out, pledging it and/ or steal it;
 - e.** Any necessary permits needed for use of the rented good shall be arranged by Client itself. In the absence of a necessary permit(s), the Client shall indemnify Van de Wetering in respect of subsequent claims and/ or (damage) claims resulting from the absence of these permit(s).
 - f.** Fuel for the rented goods, materials and/ or trucks is not included in the rental price.
 - g.** Van de Wetering shall not be liable for any damage, including government-imposed fines and (police) transactions, resulting from the use of the leased object, however caused, other than as a result of intent or gross negligence on our part. The Client shall indemnify Van de Wetering from any claims of third parties made in this regard;
 - h.** If Client is in default of paying the rent, Client is obliged to pay to Van de Wetering, Van de Wetering shall be entitled to remove the rented good from control of the Client, without any notice of default being required. Costs resulting from this will be for account of the Client.

Limitation, forfeiture of rights

Any (claim) right against Van de Wetering shall lapse and expire by the mere expiry of 12 months after the claim arose, insofar as the applicable standard terms and conditions do not already provide for a limitation/lapse period.