

GENERAL TERMS AND CONDITIONS

The general terms and conditions (hereinafter referred to as the "**General Terms and Conditions**") of Jan van Dam Global Machine Logistics B.V. (hereinafter referred to as "**Jan van Dam GML**"), with its registered office and principal place of business at Oudewater aan de Wilgenweg 20, 3421 TV, and listed in the commercial register of the Chamber of Commerce under number 30278173.

A. GENERAL TERMS AND CONDITIONS

Article 1

- These General Terms and Conditions are applicable to all offers, assignments, agreements and work that Jan van Dam GML provides its client (hereinafter referred to as the "**Client**") with regard to the forwarding of goods (*expéditie*), the storage of goods, customs work, preparing goods for shipment and packaging of goods, or with regard to any other kind of performance (hereinafter referred to as the "**Work**").
- The applicability of the general and other terms and conditions used by Client is hereby explicitly rejected.
- If Jan van Dam GML does not invoke what is stated in these General Terms and Conditions when the occasion arises, this does not mean that Jan van Dam GML has thereby waived its right to invoke these conditions on another occasion.
- If a provision, or part of a provision, in these General Terms and Conditions is or is declared invalid or non-binding, Jan van Dam GML and Client will still be bound to the remaining part.

Article 2

- The following conventions, provisions and/or conditions are applicable to the Work referred to below that is performed for Client by or on behalf of Jan van Dam GML:
- Forwarding work (carriage): Book 8, Sections 60 to 63 of the Dutch Civil Code, as well as the Dutch Forwarding Conditions 2018 (Appendix I);
 - Customs work: Dutch Forwarding Conditions 2018 (Appendix I);
 - Storage: Dutch Warehousing Conditions 1995 (Appendix II);
 - Other Work: Article 12 of these General Terms and Conditions, as well as the Dutch Forwarding Conditions 2018 (Appendix I);

In the event of a conflict between the applicable law, the provisions of these General Terms and Conditions, the provisions of the appendices and other documents, the order of precedence will be as follows:

- mandatory legal provisions that apply to these General Terms and Conditions and/or the Work;
- the provisions of these General Terms and Conditions;
- the provisions of the appendices to these General Terms and Conditions;
- the quotation that Jan van Dam GML gives to Client;
- the provisions of regulatory law that apply to these General Terms and Conditions and/or the Work;
- the assignment that Client gives to Jan van Dam GML.

Article 3

- Jan van Dam GML is entitled to outsource the Work or a part thereof to a third party (an auxiliary person), without requiring Client's prior permission and without this resulting in Jan van Dam GML no longer being able to invoke these General Terms and Conditions. All Jan van Dam GML auxiliary persons have the same protection and are entitled to the same exclusions and limitations of liability as Jan van Dam GML under these General Terms and Conditions. In such cases, all references to 'Jan van Dam GML' in the General Terms and Conditions also refer to an auxiliary person engaged by Jan van Dam GML.
- If a third party (an auxiliary person) performs the assignment and the related Work entirely or in part, Jan van Dam GML may also invoke the general and other terms and conditions declared applicable by that auxiliary person, provided that Client has been informed of the application of those general and other terms and conditions in writing.
- A time given by Jan van Dam GML and/or Client for the receipt or release of goods or any other deadline or time schedule is not a final deadline, and Jan van Dam GML does not guarantee these deadlines, unless Jan van Dam GML has explicitly indicated otherwise in writing.
- Jan van Dam GML is at liberty to determine how and in which order it performs the Work, unless otherwise agreed in advance and in writing.

Article 4

- Client is obliged:
 - To keep Jan van Dam GML informed of the address where it is located or where an intermediary can be reached.
 - To have permits issued by government agencies and/or to have third-party permission in case this is required in connection with the Work, as well as to ensure that the goods comply with all applicable legislation, rules and regulations under public law or otherwise.
 - To ensure that the goods are (made) available at the agreed place and time, in suitable and proper packaging and markings – taking into account the nature of the goods and the intended Work – and that they are accompanied by the necessary documents for the Work.
 - To take delivery of the goods at the agreed place and time once the Work is completed.
 - To provide Jan van Dam GML with all information, data and documents required for the Work, including – but not limited to – the nature of the goods and their weight, and to do so in good time and immediately on its request. Client guarantees the correctness, completeness and accuracy of this information and data, and these documents. Jan van Dam GML is not obliged in any way whatsoever to verify or check the information, data and documents provided.
 - All instructions given by Jan van Dam GML to Client within the framework of the Work must be followed immediately and in good time.
- Client is liable for all damages suffered by Jan van Dam GML now or in the future in connection with the Work, as well as for all costs incurred by Jan van Dam GML now or in the future in connection with the Work, unless Client proves that these damages or costs are not due to an error, act or omission on the part of Client, its employees or auxiliary persons, or are not due to violations of or non-compliance with any of Client's obligations pursuant to the law or these General Terms and Conditions.
- Client will fully indemnify Jan van Dam GML, its employees and auxiliary persons against all damages, costs, claims, fines and third-party claims (including interest) – regardless of their basis – that are related to an error, act or omission on the part of Client, its employees or auxiliary persons, or are related to violations of or non-compliance with any of Client's obligations pursuant to the law or these General Terms and Conditions.
- Client will indemnify Jan van Dam GML against taxes (including VAT), tolls, customs and excise duties imposed on Jan van Dam GML in connection with the Work, regardless of the reason, unless Client proves that they are the result of intent or gross negligence on the part of Jan van Dam GML or its management.
- If, due to the performance of the Work:
 - Jan van Dam GML's property is damaged;
 - an employee or auxiliary person working for Jan van Dam GML is injured or their property is damaged; or
 - any third party is injured or its property is damaged;and this damage or injury is the result of a violation of or non-compliance with any of Client's obligations pursuant to the law or these General Terms and Conditions, or is caused by the goods or by any act or omission on the part of Client, its employees or auxiliary persons, Client will be fully liable to Jan van Dam GML, its employees, auxiliary persons or any third party for this damage or injury and will indemnify Jan van Dam GML against this damage.

Article 5

- Jan van Dam GML is obliged to request instructions from Client if irregularities occur during the Work that prevent the Work from being performed or as a result of which the Work can no longer be performed according to the initial instructions given.
- Client will reimburse Jan van Dam GML for costs related to requesting instructions and the costs of carrying out the instructions.
- The provisions of this article do not affect Jan van Dam GML's statutory liability under mandatory legal provisions.

Article 6

- Jan van Dam GML will be liable for damage to or loss of the goods from the time that Jan van Dam GML, its auxiliary persons or employees acquire actual control over the goods in the context of the Work.
- Jan van Dam GML will be liable until such time as Jan van Dam GML, its auxiliary persons or employees have handed over the actual control of the goods to Client or to an auxiliary person or employee of Client or a third party designated by Client. Jan van Dam GML's period of liability also ends if this third part, Client or its auxiliary person or employee refuses to take over the goods.
- Jan van Dam GML cannot be held liable for damage to or loss of goods beyond the period of liability set out in this article.

Article 7

- Jan van Dam GML's liability towards Client is governed by the regulations applicable to the Work as set out in Article 2.1 of these General Terms and Conditions. In the event when it is unclear during which part of the Work the damage to and/or loss of the goods arose, Jan van Dam GML's liability will be subject to the limitations set out in Article 7.3 of these General Terms and Conditions.
- Jan van Dam GML can only be held liable for damage to the goods if Client proves that there has been (i) a substantial physical change in the condition of the goods and (ii) that the damage occurred during the Work.
- Without prejudice to the other exclusions and limitations of liability included in these General Terms and Conditions or in the appendices, Jan van Dam GML's liability for damage other than damage to the goods that Jan van Dam GML has in its possession in the context of the Work will be limited to EUR 7,500 per incident, up to a maximum of EUR 25,000 per calendar year.
- Jan van Dam GML cannot be held liable if the damage or loss of the goods, the delay or any other non-fulfilment of any obligation is due to force majeure. 'Force majeure' means circumstances that Jan van Dam GML could not have avoided and the consequences of which it was unable to prevent, including – but not limited to – the following and their consequences: natural disasters, floods, terrorist threats or attacks, war, fire, strikes, labour conflicts, cyberattacks, computer viruses, virus diseases, blockades, road or border closures, police formalities, technical and other defects in a storage facility, persons gaining (or attempting to gain) access to a storage facility, leakages, power outages, damage caused by vermin, the activation of sprinkler systems or other fire prevention systems, as well as damage caused by other goods.
- Jan van Dam GML cannot be held liable for:
 - loss of profit, consequential damages, indirect loss and immaterial damages;
 - finés, including – but not limited to – import duties, excise duties, sales tax, refunds and/or other levies or penalties imposed by any government or any other competent authority in connection with the Work;
 - loss, damage or delay as a result of an error or negligence on the part of Client, its employees or auxiliary persons; and/or
 - lawyer's fees and internal costs that Client incurs in connection with the handling of a claim.
- Jan van Dam GML cannot be held liable for damages or costs, by whatever name and regardless of how they arose, except those resulting from intent or gross negligence on the part of Jan van Dam GML, if Client or a third party does the following, for a fee or otherwise:
 - uses Jan van Dam GML's material or equipment; or
 - has asked Jan van Dam GML to perform specific Work, and that Work was not part of any agreements previously concluded, and Jan van Dam GML acted on the instructions given by or on behalf of Client and/or this other third party.
- Client will fully indemnify Jan van Dam GML, its auxiliary persons and employees against all damages, costs, claims, fines and third-party claims – irrespective of their basis – that are related to the Work, insofar as they exceed Jan van Dam GML's liability towards Client under these General Terms and Conditions.

Article 8

- All legal relationships between Jan van Dam GML and Client, the Work, the General Terms and Conditions and all obligations arising from them are governed by the laws of the Netherlands.

- The District Court of Rotterdam, location Rotterdam, has exclusive competence (in the first instance) over any disputes arising in connection with the General Terms and Conditions or with the Work, including disputes regarding the validity of the General Terms and Conditions. This choice of forum is exclusive, unless an applicable convention prohibits an exclusive choice of forum. In that case, District Court of Rotterdam, location Rotterdam, will have jurisdiction in addition to the courts stated in the convention.

B. FREIGHT FORWARDING

Article 9

- Taking into account that Jan van Dam GML does not have any means of transport for the carriage of goods by road, inland waterways, sea, air or rail, a freight forwarding contract (*expéditieovereenkomst*) is in any case concluded if the agreement entails that the goods will be transported by road, inland waterways, sea, air or rail. Jan van Dam GML always acts as a freight forwarder (*expéditeur*) and never as a carrier under these General Terms and Conditions.
- When concluding agreements with third parties concerning the transport of goods, Jan van Dam GML will be deemed to be acting on Client's behalf.

C. CUSTOMS

Article 10

- The Work only includes customs work if the parties have explicitly agreed to this in writing, and Jan van Dam GML has accepted an instruction from Client to this effect. Apart from this (agreed) customs work, Jan van Dam GML is under no obligations whatsoever with regard to import, export or customs formalities.
- Client is obliged to provide Jan van Dam GML with the necessary documents and records, and to provide Jan van Dam GML with all the necessary information required for the implementation of the agreement. Jan van Dam GML is not obliged to investigate the accuracy and completeness of the documents and information provided.
- Customs formalities handled by Jan van Dam GML will be carried out at Client's expense and risk. Jan van Dam GML will only be liable for costs and damages ensuing from the incorrect handling of customs formalities if Client demonstrates that it concerns intent or gross negligence on the part of Jan van Dam GML.

D. STORAGE

Article 11

- Client is obliged to compensate Jan van Dam GML for abnormal damage that material or equipment that Client made available to Jan van Dam GML or goods that Jan van Dam GML received for storage caused damage to Jan van Dam GML, except insofar as this damage was caused by circumstances that are for Jan van Dam GML's account.
- Goods subject to customs and excise regulations are excluded from storage. If Client presents these goods for storage without mentioning the special nature of the goods offered, Client will indemnify Jan van Dam GML against claims that the authorities impose on Jan van Dam GML or Client with respect to customs duties, taxes, excise duties, etc.

E. OTHER WORK

Article 12

- To the extent that Work is not explicitly described in these General Terms and Conditions, including – but not limited to – preparing goods for shipment and packaging, Jan van Dam GML cannot be held liable for any damages arising from the Work referred to, unless Client can prove that it was due to intent or gross negligence on the part of Jan van Dam GML or its management. In that case, Jan van Dam GML's liability will be capped at the amount charged or quoted for the Work in question.
- The provisions of this article do not affect Jan van Dam GML's liability under mandatory legal provisions.

F. PRICES, QUOTATIONS, PAYMENTS AND SECURITY

Article 13

- All offers and quotations issued by Jan van Dam GML are subject to confirmation without obligation.
- Jan van Dam GML'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. If any of these factors change, the prices will automatically be changed accordingly and will be binding, including with respect to current agreements. All of these provisions will apply unless explicitly agreed otherwise.
- The prices and rates are exclusive of dumping fees and tolls, and levies and duties, if applicable. If Jan van Dam GML pays these fees and tolls, it is entitled to pass the charges on to Client separately.
- A payment term of 30 days of the invoice date applies, unless explicitly agreed otherwise in writing.
- Client is not entitled to cancel or terminate the agreement or cancel the assignment, unless Jan van Dam GML agrees to this. If Jan van Dam GML agrees, Client will owe Jan van Dam GML an immediately due and payable compensation equal to the agreed price, less the savings for Jan van Dam GML due to the termination or cancellation. The compensation will be at least 20% of the agreed or offered price for the Work in question.

Article 14

- Jan van Dam GML has the right of retention and the right of pledge on all goods, documents and money that it has or will have in its possession within the context of the Work, for all claims that Jan van Dam GML has or will have against Client and/or the owner of the goods, including with regard to claims that are not related to the Work or goods in question.
- To enforce its right of retention and/or pledge, Jan van Dam GML is entitled to sell the goods publicly or privately and to recover its claims plus the costs incurred for this from the proceeds, without having to give Client and/or the owner of the goods prior notification.

I. INSURANCE

Article 15

- Unless explicitly otherwise agreed with Client in writing, Jan van Dam GML will never be obliged to take out insurance for the goods that Jan van Dam GML has in its possession within the context of the Work.
- Regardless of the kind of insurance, it will be taken out at Client's expense and risk, and only after a written instruction has been given and accepted. The instruction to take out insurance will set out precisely the risks to be insured against, otherwise the instruction will be considered not to have been given or not to have been accepted. Jan van Dam GML is always entitled to refuse to carry out an instruction to take out insurance.
- The insurer is responsible for accepting or refusing to cover the risk. Jan van Dam GML has no control over this.

LIST OF APPENDICES:

- Dutch Forwarding Conditions 2018 (Click [here](#) for the conditions)
- Dutch Warehousing Conditions 1995 (Click [here](#) for the conditions)