

GENERAL TERMS AND CONDITIONS

The general terms and conditions (hereinafter referred to as the "**General Terms and Conditions**") of Jan van Dam Transport B.V. (hereinafter referred to as "**Jan van Dam Transport**"), 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 30185474.

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 Transport provides its client (hereinafter referred to as the "**Client**") with regard to the transport of goods or the forwarding of the goods (*expedite*), storage of goods, hiring of personnel or movable property, carrying out company relocations, exceptional transport, customs work, lifting work, installing work, assembly and dismantling work, handling orders, picking orders, preparing goods for shipment and packaging of goods, moving goods at Client's premises, loading and unloading work or consultancy work, 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 Transport does not invoke what is stated in these General Terms and Conditions when the occasion arises, this does not mean that Jan van Dam Transport has thereby waived its right to invoke these General Terms and 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 Transport 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 Transport:
- Domestic transport of goods by road: Book 8, Sections 1080 to 1138 of the Dutch Civil Code, as well as the General Transport Conditions 2002, version 2015 (Appendix I).
 - International transport of goods by road: the CMR Convention and in addition the General Transport Conditions 2002, version 2015 (Appendix I).
 - Company relocations: General Terms and Conditions for Commercial Removals, 2020 version (Appendix II);
 - Exceptional transport: General Terms and Conditions for Exceptional Transport, 2019 version (Appendix II);
 - Forwarding work (carriage): Book 8, Sections 60 to 63 of the Dutch Civil Code, as well as the Dutch Forwarding Conditions 2018 (Appendix IV);
 - Customs formalities: Dutch Forwarding Conditions 2018 (Appendix V);
 - Storage: Dutch Warehousing Conditions 1995 (Appendix V);
 - Consultancy: Article 13 of these General Terms and Conditions;
 - Hiring of personnel or movable goods: Articles 14 and 15 of these General Terms and Conditions, as well as the Terms and Conditions of the Dutch Vertical Transport Association, 2010 version (Attachment VI);
 - Other Work: Article 16 of these General Terms and Conditions, as well as the Terms and Conditions of the Dutch Vertical Transport Association, 2010 version (Attachment VI).
- 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 Transport gives to Client;
 - the provisions of regulatory law that apply to these General Terms and Conditions and/or the Work;
 - the assignment or order that Client gives to Jan van Dam Transport.

Article 3

- Jan van Dam Transport 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 Transport no longer being able to invoke these General Terms and Conditions. All Jan van Dam Transport auxiliary persons have the same protection and are entitled to the same exclusions and limitations of liability as Jan van Dam Transport under these General Terms and Conditions. In such cases, all references to 'Jan van Dam Transport' in the General Terms and Conditions also refer to an auxiliary person engaged by Jan van Dam Transport.
- If a third party (an auxiliary person) performs the assignment and the related Work entirely or in part, Jan van Dam Transport 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 Transport and/or Client for the receipt or delivery of goods or any other deadline or time schedule is not a final deadline, and Jan van Dam Transport does not guarantee these deadlines, unless Jan van Dam Transport has explicitly indicated otherwise in writing.
- Jan van Dam Transport 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 Transport 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 transportation and other documents for the Work.
 - To take delivery of the goods at the agreed place and time once the Work is completed.
 - In the context of the transport of goods, not to load more than the legally permitted maximum weight for the means of transport used.
 - To provide Jan van Dam Transport 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 Transport is not obliged in any way whatsoever to verify or check the information, data and documents provided.
 - All instructions given by Jan van Dam Transport 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 Transport now or in the future in connection with the Work, as well as for all costs incurred by Jan van Dam Transport 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 Transport, 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 Transport against taxes (including VAT), tolls, customs and excise duties imposed on Jan van Dam Transport 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 Transport or its management.
- If, due to the performance of the Work:
 - Jan van Dam Transport's property is damaged;
 - an employee or auxiliary person working for Jan van Dam Transport 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 towards Jan van Dam Transport, its employees, auxiliary persons or any third party for this damage or injury and will indemnify Jan van Dam Transport against this damage.

Article 5

- Jan van Dam Transport 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 Transport 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 Transport's statutory liability under mandatory legal provisions.

Article 6

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

Article 7

- Jan van Dam Transport'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 and/or delay in the delivery of the goods arose, Jan van Dam Transport's liability will be subject to the limitations set out in Article 7.3 of these General Terms and Conditions.
- Jan van Dam Transport 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 Transport's liability for damage other than damage to the goods that Jan van Dam Transport 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 Transport 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 Transport 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, roadworks, traffic accidents, traffic congestion, police formalities, technical and other defects to a means of transport or storage facility, persons gaining (or attempting to gain) access to a means of transport or 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 Transport cannot be held liable for:
 - loss of profit, consequential damages, indirect loss and immaterial damages;
 - fines, 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 Transport cannot be held liable for damages or costs, by whatever name and regardless of how they arise, except those resulting from intent or gross negligence on the part of Jan van Dam Transport if Client or a third party does the following, for a fee or otherwise:
 - uses Jan van Dam Transport's material or equipment; or
 - if Client has asked Jan van Dam Transport to perform specific Work, and that Work was not part of any agreements previously concluded, and Jan van Dam Transport acted on the instructions given by or on behalf of Client and/or this other third party.
- Client will fully indemnify Jan van Dam Transport, 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 Transport's liability towards Client under these General Terms and Conditions.

Article 8

- All legal relationships between Jan van Dam Transport 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, the District Court of Rotterdam, location Rotterdam, will have jurisdiction in addition to the courts stated in the convention.

B. TRANSPORT AND FREIGHT FORWARDING

Article 9

- Loading and unloading Work is included in Jan van Dam Transport's carriage of goods by road, unless explicitly agreed otherwise.

Article 10

- Taking into account that Jan van Dam Transport in its capacity as a road haulier only has vehicles for the transport of goods by road, a freight forwarding contract (*expeditieovereenkomst*) is in any case concluded if the agreement entails that the goods will partially or entirely be transported by sea, rail, over inland waterways, or by air.
- When concluding agreements with third parties concerning the transport of goods other than by road, Jan van Dam Transport will be deemed to be acting on Client's behalf.

C. CUSTOMS

Article 11

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

D. STORAGE

Article 12

- Client is obliged to compensate Jan van Dam Transport for abnormal damage that material or equipment that Client made available to Jan van Dam Transport or goods that Jan van Dam Transport received for storage caused damage to Jan van Dam Transport, except insofar as this damage was caused by circumstances that are for Jan van Dam Transport'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 Transport against claims that the authorities impose on Jan van Dam Transport or Client with respect to customs duties, taxes, excise duties, etc.

E. CONSULTANCY WORK

Article 13

- 'Consultancy work' means work in which Jan van Dam Transport advises, on Client's behalf of and at its expense, on the manner, duration and implementation of projects.
- This consultancy work is always based on information as provided by Client or by third parties that Client involves in these projects. Client guarantees the correctness of this information. Client furthermore guarantees the quality of the material and equipment to be used in the implementation of the projects.
- Jan van Dam Transport cannot be held liable for any damages, by whatever name, arising from consultancy work, unless Client can demonstrate intent or gross negligence on the part of Jan van Dam Transport. In that case, Jan van Dam Transport's liability will be capped at the amount charged or quoted for the consultancy work in question.

F. RENTALS

Article 14

- During the rental period, Client is obliged to do and refrain from doing everything as befits a good hirer and to comply with the instructions given by Jan van Dam Transport.
- Client must immediately inform Jan van Dam Transport of any defect, damage and/or complete or partial loss of the movable goods it has rented.
- Any repairs of defects and damage to the rented goods must only take place with Jan van Dam Transport's written permission. Jan van Dam Transport is entitled to decide who must carry out the repairs.
- Client will continue to be fully obliged to pay the agreed rent during the period in which the rented goods could not be used.

Article 15

- All risks of the rented goods are for Client during the rental period.
- Jan van Dam Transport will not be liable to the hirer for visible or hidden defects. Nor will Jan van Dam Transport be liable for any damages suffered by Client as a result of defects in the rented goods.
- Client is liable for all damage to third parties and/or the rented goods that is inflicted, caused or sustained, as well as for consequential damage arising from this, regardless of whether the hirer or third parties are to blame for the damage or if it is due to force majeure. Damages also include the costs arising from the loss of any documents associated with rented goods.
- Client is obliged to insure the rented goods during the rental period against liability (risk under the Dutch Civil Liability Insurance (Motor Vehicles) Act [*Wet aansprakelijkheid/verzekering motorrijtuigen*]), loss and damage. This insurance must also be taken out for the benefit of Jan van Dam Transport. If asked to do so, Client must provide Jan van Dam Transport with sound proof of the insurance policy in accordance with the provisions of this article.
- Client will indemnify Jan van Dam Transport for all third-party claims related to the rented goods.
- The rented goods must be handed over clean and in their original condition at the end of the rental period. Any cleaning and/or repair costs incurred by Jan van Dam Transport will be charged to Client.

G. OTHER WORK

Article 16

1. To the extent that Work is not explicitly described in these General Terms and Conditions, including – but not limited to – lifting work, moving goods at Client's premises, installing work, assembly and dismantling work, handling orders, picking orders, preparing goods for shipment and packaging of goods, to the extent that this Work is not carried out in the context of a road transport performed by Jan van Dam Transport for Client, Jan van Dam Transport 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 Transport or its management. In that case, Jan van Dam Transport's liability will be capped at the amount charged or quoted for the Work in question.
2. The provisions of this article do not affect Jan van Dam Transport's liability under mandatory legal provisions.

H. PRICES, QUOTATIONS, PAYMENTS AND SECURITY

Article 17

1. All offers and quotations issued by Jan van Dam Transport are subject to confirmation without obligation.
2. Jan van Dam Transport'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.
3. Jan van Dam Transport's prices are based on places that are easy to access and/or where driving is possible. If it becomes apparent when the Work is being performed that accessibility is not sufficient, Jan van Dam Transport will be entitled to add the resulting costs to the prices.
4. The prices and rates are exclusive of dumping fees and tolls, and levies and duties, if applicable. If Jan van Dam Transport pays these fees and tolls, it is entitled to pass the charges on to Client separately.
5. The prices and rates include the number of hours agreed on or included in the quotation for the loading and unloading of goods, to be calculated from the time the lorry arrives at the loading/unloading address. If the number of hours is exceeded, Jan van Dam Transport will be entitled to charge the extra costs to Client.
6. A payment term of 30 days of the invoice date applies, unless explicitly agreed otherwise in writing.
7. Client is not entitled to cancel or terminate the agreement or cancel the assignment, unless Jan van Dam Transport agrees to this. If Jan van Dam Transport agrees, Client will owe Jan van Dam Transport an immediately due and payable compensation equal to the agreed price, minus the savings for Jan van Dam Transport 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 18

1. Jan van Dam Transport 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 Transport 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.
2. To enforce its right of retention and/or pledge, Jan van Dam Transport 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 19

1. Unless explicitly otherwise agreed with Client in writing, Jan van Dam Transport will never be obliged to take out insurance (goods (in transit) insurance) for the goods that Jan van Dam Transport has in its possession within the context of the Work.
2. 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 Transport is always entitled to refuse to carry out an instruction to take out insurance.
3. The insurer is responsible for accepting or refusing to cover the risk. Jan van Dam Transport has no control over this.

LIST OF APPENDICES:

- I General Transport Conditions 2002, version 2015 (Click [here](#) for the conditions)
- II General Terms and Conditions for Commercial Removals, 2020 version (Click [here](#) for the conditions)
- III General Terms and Conditions for Exceptional Transport, 2019 version (Click [here](#) for the conditions)
- IV Dutch Forwarding Conditions 2018 (Click [here](#) for the conditions)
- V Dutch Warehousing Conditions 1995 (Click [here](#) for the conditions)
- VI Terms and Conditions of the Dutch Vertical Transport Association, 2010 version (Click [here](#) for the conditions)