

# GENERAL TERMS AND CONDITIONS OF SALE OF CONVOI

These General Terms and Conditions of Sale consist of two connected parts, on the one hand a general part ("Chapter 1 – General Terms") and on the other hand, a special part ("Chapter II.1 to 11.6 – Special Terms").

## CHAPTER 1 – GENERAL TERMS

### Article 1. Definitions

Convoi: the private companies with limited liability (besloten vennootschap) under Dutch law Convoi B.V., Convoi International B.V., Convoi Netherlands B.V., Convoi Assets B.V. and subsidiary and sister companies under Dutch law that are affiliated to it.  
Client: any legal entity or natural person that has concluded or wishes to conclude a contract with Convoi, as well as the Client's representative(s)/authorised signatory/signatories and, if applicable, the latter's successor by universal title or by singular title.  
Parties: Convoi and the Client.

### Article 2. Applicability

#### 2.1. General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply to all quotations Convoi submits, offers it makes, agreements and contracts it enters into, and legal and actual operations it transacts in implementation thereof.

2.1.1. By way of a departure from Article 2.1, provisions of the General Terms and Conditions of Sale shall not be applicable if and insofar as they:

- contravene imperative law;
- are contrary to or depart from more detailed agreements between Convoi and the Client that have expressly been formulated differently.

2.1.2. If transactions are effected with natural persons not acting in the context of a profession or business, these General Terms and Conditions of Sale shall also apply, except for those provisions the applicability of which is excluded by law or by an order of the court.

2.1.3. Any and all conditions departing from or supplementary to these General Terms and Conditions of Sale and/or Special Third Party Terms and Conditions, as referred to in Article 2.2, may thus only be binding upon Convoi if the latter has expressly confirmed them in writing.

The divergences and/or additions shall only apply to the agreement/transaction in respect of which or for the purpose of which they were made.

2.1.4. The rights and obligations stemming from the contract between Convoi and the Client may not be transferred by the Client to third parties except with Convoi's written agreement.

2.1.5. The applicability of General Terms and Conditions applied by the Client, including Purchase Conditions, is expressly precluded, unless their applicability is expressly agreed in writing between the parties in advance.

2.1.6. Acceptance of these General Terms and Conditions of Sale means that the parties expressly state that solely these terms and conditions shall apply to their contract(s) and/or transaction(s) and preclude the applicability of any conditions originating from other parties, unless Convoi has stated in writing that it accepts other terms and conditions or refers in its contract with the Client to other Special Third Party Terms and Conditions.

2.1.7. If Convoi and the Client have entered into a contract once whereby said contract has been governed by these General Terms and Conditions of Sale, then these terms and conditions shall also apply to any subsequent offers and/or agreements, unless expressly agreed otherwise in writing.

2.1.8. If Convoi has permitted departures from these General Terms and Conditions of Sale in a particular case or during a short space of time or over a longer period, whether tacitly or not, or has desisted from invoking the stipulations laid down in these terms, this circumstance does not detract in any way from its right still to require and demand immediate and strict compliance with these General Terms and Conditions of Sale on the part of the Client.

2.1.9. Only the most recent version of the General Terms and Conditions and/or Special Third Party Terms and Conditions, which Convoi has declared in these General Terms and Conditions of Sale to be applicable, shall be applicable.

#### 2.2. Special Third Party Terms and Conditions

According to the nature of the contract, the (overall) assignment and/or the activities or any one of them or a part to be considered as a separate part, the following Special Third Party Terms and Conditions shall apply, in addition to the General Terms and Conditions, or otherwise the customary Special Third Party Terms and Conditions that have replaced them in the relevant sector of industry, namely:

- To all removals by road, which are not company relocations, both international and within the Netherlands: Book 8 of the Dutch Civil Code;
- To all company relocations within the Netherlands, including internal company relocations: the General Terms and Conditions for

Company Relocations of the "Stichting Vervoeradres" (Transport Address Foundation), filed at the clerk of the court's office at the court in Amsterdam and Rotterdam, latest version;

- To all international company relocations: the General Terms and Conditions for Company Relocations of the "Stichting Vervoeradres", filed at the clerk of the court's office at the court in Amsterdam and Rotterdam, latest version;
- To all activities in the framework of the taking into safe custody of removal goods: the General Terms and Conditions for Storage of the "Stichting Vervoeradres", filed at the clerk of the court's office at the court in Amsterdam and Rotterdam, latest version;
- To all activities pertaining to the storage of goods, relating to non-removal goods including art and works of art: the Dutch Warehousing Conditions, filed by the Netherlands Association for Forwarding and Logistics (FENEX) at the clerk of the court's office at the court in Rotterdam, latest version;
- To all transport activities within the Netherlands of non-removal goods and transport of goods other than by means of the public highway: the General Conditions of Transport of the "Stichting Vervoeradres", filed at the clerk of the court's office at the court in Amsterdam and Rotterdam, latest version;
- To all cross-border transport activities of non-removal goods: the provisions of the CMR Treaty;
- To all transport activities of art and works of art within the Netherlands; the General Conditions of Transport of the "Stichting Vervoeradres", filed at the clerk of the court's office at the district court in Amsterdam and Rotterdam, latest version;
- To all cross-border transport activities of art and works of art: the provisions of the CMR Treaty;
- To all forwarding activities: the Dutch Forwarding Conditions of the Netherlands Association for Forwarding and Logistics (FENEX), filed at the clerk of the court's office at the courts in Amsterdam, Arnhem, Breda and Rotterdam, latest version;
- To all ICT activities: the General Terms and Conditions of Company Relocations of the "Stichting Vervoeradres", filed at the clerk of the court's office at the court in Amsterdam and Rotterdam, latest version;
- To all activities of vertical transport: the Standard Terms and Conditions of the Vertical Transport Association (VVT), filed at the clerk of the court's office at the courts in Amsterdam and Rotterdam, latest version;
- To all stevedore's activities: the General Terms and Conditions of the Rotterdam Terminal Operators Association (VRTO), filed at the clerk of the court's office at the court in Rotterdam, latest version.

2.2.1. The General Terms and Conditions for Company Relocation of the "Stichting Vervoeradres", filed at the clerk of the court's office at the court in Amsterdam and Rotterdam, latest version, shall also apply to contracts relating to the removal of (removal) goods belonging to a natural person who is not acting in the capacity of performance of a profession or business.

2.2.2. The General Terms and Conditions of Storage of the "Stichting Vervoeradres", filed at the clerk of the court's office at the court in Amsterdam and Rotterdam, latest version, shall also apply to contracts relating to the taking into safe custody of (removal) goods by order of a natural person who is not acting in the capacity of performance of a profession or business.

### Article 3. Regulation in the event of inconsistency

If the provisions or Special Third Party Terms and Conditions referred to in Article 2.2, under a) to m), are at variance with the General Terms and Conditions of Sale, the General Terms and Conditions of Sale shall take precedence and shall prevail over the provisions and Special Third Party Terms and Conditions referred to in Article 2.2, under a) to m).

If any provision in the General Terms and Conditions of Sale is not legally valid, in whole or in part, or Convoi is not entitled to invoke any provision in its Terms and Conditions of Delivery, in whole or in part, then in such cases the provisions and Special Third Party Terms and Conditions referred to in Article 2.2, under a. to m., shall apply, provided they relate to that which fell outside the scope of application of the General Terms and Conditions.

These General Terms and Conditions of Sale of Convoi, together with the Special Third Party Terms and Conditions to which reference is made, can be consulted on and downloaded from the Convoi website: [www.convoi.com](http://www.convoi.com).

### Article 4. Offers

4.1. Unless expressly agreed otherwise, all offers or quotations – in whatever form and made by whichever party on behalf of Convoi – are noncommittal and exclusive of VAT (sales tax), other taxes and/or other duties, and are valid for a period of 30 (thirty) days, unless otherwise agreed in writing. Offers or quotations made, and the prices offered or quoted therein, are subject to change between times if one or more elements or components determining the amount of the offered/quoted prices changes during the period of validity of the offer.

4.2. Data contained in drawings, lists of measurements and weights, catalogues or illustrations used in quotations or offers are not binding.

#### Article 5. Establishment of contract(s)

5.1. All contracts between the parties come into being for the first time once Convoi has sent the client written confirmation of the assignment, or as soon as Convoi has commenced contract performance. The content of the contract is partly determined by the offer made by Convoi and by the provisions contained in these General Terms and Conditions of Sale and the Special Third Party Terms and Conditions mentioned in the offer.

5.2. Agents, representatives and/or other members of Convoi's staff are not authorised to draft contracts, make changes to contracts or make more detailed agreements, unless they are declared by the Convoi management to be authorised to do so.

5.3. Additions or changes to contracts that have been entered into may only be made in writing, and should always be signed by the parties concerned. Only after Convoi has signed these additions or changes will these become binding.

#### Article 6. Implementation, compliance and lead times

6.1. The rendering of services or performance of any work shall always take place from the place stated in the offer. Transport or travel costs to the place of destination shall be borne by the client.

6.2. Unless a particular result is agreed on in writing, Convoi is only obliged to carry out its activities to the best of its ability and to the best of its capacity.

6.3. The client should always make sure that there is adequate access and passability to the site or location where the work has to be performed in accordance with the contract. If work is to be carried out on the site or at the location, the client will see to it that this work can be performed in a safe and efficient manner.

6.4. All lead times for services or for completion of work performed by Convoi that are mentioned in the offers and in the contract are approximations only, and constitute for Convoi at most an obligation of effort on the grounds of which Convoi is bound to strive, in as far as it is able, to observe the proposed or agreed lead time, unless it has expressly been agreed otherwise and there is no case of force majeure affecting Convoi.

6.5. Failure to meet a lead time for the provision of services or the completion of any work performed where the lead time in question was not expressly agreed and guaranteed in writing shall in no event give the client the right to dissolve the contract (or have it dissolved), to cancel the contract, and/or to claim compensation, and does not give the client the right to suspend its own obligations.

6.6. Insofar as Convoi has taken upon itself the commitment to apply for any permits and/or exemptions in the framework of the contract, it is also the case that this commitment only counts as an obligation of effort and not as an obligation of result.

6.7. Convoi is allowed and entitled to have the provision of services or the performance of any work it is to carry out on account of a contract concluded between Convoi and the client, performed entirely or partly by subcontractors and/or third parties. The provisions in these General Terms and Conditions of Sale of Convoi are correspondingly applicable to all contracts concluded by Convoi with such subcontractors and/or third parties.

6.8. Unless expressly agreed otherwise in writing, all assignments are performed in an order to be determined by Convoi, whereby the capacity of the resources (in the widest sense of the word) available to Convoi and their capacity utilisation are also decisive as regards the point in time at which the assignment commences and is completed. Convoi is free to decide the manner in which the assignment is carried out, unless other arrangements have expressly been agreed in this respect in writing.

#### Article 7. Prices

7.1. All agreed prices are based on raw material and material prices, wage and transport costs, tax charges and other price-determining factors, as these are applicable on the day on which the contract is concluded. If the costs of these price-determining factors rise after a period of three months counting from the date on which the contract came into being, Convoi shall be entitled after this period to increase the agreed price(s) proportionally, together with the simultaneous billing of VAT. In the event of an intervening substantial increase in one or more of the price-determining factors, Convoi shall also be entitled to effect a price increase along the lines of what was stated above.

7.2. All agreed prices hold good in Euros. If the prices are expressed in a foreign currency and the exchange rate of this currency has fluctuated to Convoi's disadvantage during the period of validity of the offer or after the contract/contracts was/were concluded, Convoi shall be entitled to modify the prices such that the countervalue in Euros remains equal to the figure at the time the offer was made or the time the contract/contracts was/were drawn up, unless agreed otherwise.

7.3. Unless otherwise agreed, the price does not include:

- customs clearance costs, carnet costs, supervision fee for special transport, taxes, duties, levies, import duties, provisions for advances, costs associated with the drawing up of necessary documents, additional insurance policies, or costs charged by public corporate bodies;
- guarantees or security that Convoi has to provide to third parties.

These items are always billed separately, whereby Convoi has the right to prepayment, the provision of a security or the establishment of a custody account (for advances) by the client. If Convoi demands prepayment, the provision of a security or the establishment of a custody account (for advances), contract performance shall be suspended until the payment/payments has/have been effected.

7.4. Unless it has been expressly agreed otherwise in writing, the following price increases per man-hour apply to contract fulfilment outside normal working hours (7.30 a.m. – 5.00 p.m.):

- on working days from Monday to Friday: 30%.
- on Saturdays: 50%.
- on Sundays: 100%.
- on public holidays: 200%.

7.5. The agreed price is based on the uninterrupted, sequential and continuous execution by Convoi of the work described in the contract, the concomitant activities to be performed and services to be provided.

If in the course of implementation of the agreed work and/or services, in respect of Convoi's employees and/or equipment, as well as in respect of personnel and equipment hired for the purpose of fulfilling the contract or of subcontractors or third parties that have been called in, and for a reason attributable to the client's sphere of risk or that of third parties mobilised by it, waiting time is brought about or the undisturbed, sequential and continuous performance of the contract is disrupted as a result of which no productive work or activities can be carried out for a certain time, the client should compensate Convoi for this downtime on account of a waiting period or hours' wait, as the case may be, in addition to the agreed price.

The hours are calculated on the itemised basis of wage costs for the personnel and the rental price/deployment costs of the equipment.

7.6. In setting/applying the prices and the agreed prices, Convoi has based itself on the assumption that the site where the agreed work is to be carried out is easily accessible and passable and is suitable for the performance of the agreed work.

Should it transpire during or prior to contract performance that the accessibility and/or passability and/or the site is/are not suitable or only partly suitable for the work to be done, Convoi shall be entitled to increase the prices by the amount of all the extra costs that this circumstance occasions.

7.7. Specific price clauses may be included in Chapter II of these General Terms and Conditions of Sale.

#### Article 8. Payment

8.1. Unless otherwise agreed, the client is bound to pay the invoice/invoices that Convoi has sent it within 30 (thirty) days of the invoice date. Any request by the client for a setoff/counterclaim, discount, deferment or deduction, on any account whatsoever, is expressly excluded and disallowed. If Convoi so requires, the client shall be obliged to make full or partial prepayment or be requested to furnish security, said requirements being under the conditions that Convoi deems opportune.

8.2. In the event of payment in instalments – which Convoi must have approved in writing – the entire (remaining) price shall always be payable immediately, and without demand or default notice being required, if prompt payment of an instalment has not been made on the agreed due date.

8.3. If payment has not been made within the period(s) laid down in Article 8.1 and 8.2, the client will be charged interest at 1% per month on the invoiced amount, with a part of a month counting as a whole month, from 30 days after the invoice date, without any payment notice being required.

8.4. In the event of default on payment on the part of the client, Convoi shall in any case be entitled to suspend its service obligation arising from the contract in respect of which the client has failed in its duties. Convoi shall also be entitled to suspend the performance of all other contracts that the parties have entered into with each other until the Client has fulfilled its obligations vis-à-vis Convoi, without prejudice to Convoi's right to compensation, interest and/or other costs.

8.5. If several clients are involved, each client is jointly and severally liable for the fulfilment of the clients' obligations stemming from the contract concluded with Convoi, including payment of the totality of the agreed price, interest and costs, on the understanding that payment by one implies discharge of the other.

8.6. In addition to the amount payable further to the contract, the client is also liable to pay the extra-judicial collection costs mentioned below if Convoi has to outsource the claim collection in the event of non-payment as mentioned in Article 8.1 and 8.2. The extra-judicial collection costs are:

- 15% of the amount owed to Convoi if this amount is lower than €3,000 excluding VAT, subject to a minimum of €250;
- 10% of the amount owed to Convoi in excess of €3,000 excluding VAT.

The mere fact that Convoi has transferred collection of the payable amount to a third party proves the obligation to pay and the amount of the extra-judicial collection costs.

8.7. All Convoi's accounts payable by the client – on whatever account they may be – become payable in full immediately, and without any demand or notice, if the client applies for a (temporary) moratorium, is adjudicated bankrupt, or loses the free disposal of its assets, if any attachment is placed on its property and/or receivables, or in the event of receivership, death, liquidation or winding-up.

8.8. The client may not refuse to make any payment on account of inadequate or incomplete fulfilment of the duty to perform on the part of Convoi, if Convoi has not acknowledged in writing that there has been a shortcoming on its part.

#### Article 9. Provision of security

9.1. Before it proceeds to or continues with performance of contracts or delivery, Convoi shall always be entitled to require the client to provide it, within a reasonable period, with security for the fulfilment of all its obligations vis-à-vis Convoi.

Convoi can demand security inter alia in the form of the transfer of a sum of money, the establishment of a bank guarantee, (tacit) pledging, mortgage or transfer of accounts receivable. The intrinsic assessment and approval of the security is reserved for Convoi. Should the client refuse to provide a security, Convoi may suspend performance of the contract and all other contracts until the security has been furnished. If the security has not been provided at the latest on the day indicated by Convoi, all contracts between the parties shall be dissolved, without Convoi being bound to pay any compensation whatsoever.

Convoi's dissolution of the contract on the grounds of this article does not detract in any way from any of its rights to claim compensation from the client.

9.2. Convoi is entitled to retain property, documents and monies belonging to the client, at the latter's expense and risk, until the amounts payable by the client to Convoi, on whatever account, have been settled in full. All property, documents and monies that Convoi has in its possession and/or will acquire, on any account whatsoever, serve as a pawn for it for its accounts receivable from the client which it has acquired and/or will acquire. Convoi is entitled to exercise the aforementioned right of pledge and/or right of retention in respect of those amounts that the client may still owe Convoi in relation to a contract or contracts concluded with Convoi and/or the work carried out.

#### Article 10. Complaints

10.1. Complaints concerning defects in or affecting items delivered by Convoi to the client must be sent by the client or the latter's representative to Convoi in writing, by registered post, immediately, and in any case no later than eight (8) days after actual delivery. If third-party guarantee clauses are applicable to the items in question, these clauses are correspondingly applicable to the contract between the parties. If Convoi declares the complaints to be well founded, it shall only be bound to repair the defect or deliver a similar item, as it chooses, without the client having any right to compensation on this account.

10.2. If no provision to the contrary has been included in the contract, complaints on the subject of the rendering of services or the performance of tangible works should be lodged at the place where the service was rendered or the material work was done, and be handed to the Convoi site agent or representative in attendance there immediately after performance of the services or delivery of the material work. In the event of interim, partially performed services or partially completed material work, the client must complain immediately after the partial delivery. If the client has lodged a complaint in time, and Convoi has declared the complaint or complaints to be well founded, it shall only be bound to repair the defect, without the client having any right to compensation on this account.

10.3. Complaints made after the lead times referred to in Article 10.1 and 10.2 do not have any legal consequence and give the client no right whatsoever vis-à-vis Convoi.

#### Article 11. Liability and protection of Convoi

11.1. Convoi expressly excludes liability for any damage or loss – incurred indirectly or immediately – on account of or as a result of items it has delivered, services it has rendered, works it has delivered or activities it has carried out, except for cases where the damage is caused by Convoi as a result of serious error or gross negligence on the part of Convoi. It is up to the client to prove this serious error or gross negligence on the part of Convoi. If, by virtue of the contract concluded with the client and the Special Third Party Terms and Conditions forming a part thereof, Convoi is liable for the loss or damage sustained by the client, the upper limit of Convoi's liability shall expressly be fixed at the amount for which cover is offered on the grounds of the third party liability insurance

contract concluded on the subject of the loss/damage event in question, and shall expressly be limited to the liability ceilings included in the Special Third Party Terms and Conditions and as described and named in these General Terms and Conditions of Sale of Convoi, and shall at no time exceed € 2,000,000 per occurrence. Convoi is not liable either for damage to tools, installations, industrial equipment or buildings or parts thereof, in which items delivered by Convoi are transported or stored or activities are performed by Convoi or services are rendered by Convoi.

Moreover Convoi shall never be liable for damage occasioned or caused by third parties whose services Convoi has enlisted for performance of the contract.

Convoi is never liable for consequential loss or for loss of profits suffered by the client irrespective of the cause that may have led to the loss.

Any liability on the basis of Article 6:76 of the Dutch Civil Code is also excluded.

Exclusion of Convoi's liability is also occasioned by the use during performance of the contract of items that are unsuitable for this purpose or have been produced by chemical or physical processes or brought about by materials and accessories on hand or delivered by third parties.

The claims excluded at present come on top of other exclusions.

11.2. The client is bound to protect Convoi and its subcontractors (if any) in full from claims by third parties pertaining to cases of loss or damage such as those referred to in Article 12.1.

11.3. Any legal action on the subject of liability, irrespective of the grounds on which this is based, may only be brought by the client or a third party within the bounds of the contract concluded by Convoi. If Convoi is sued in this respect by third parties outside the contract, the client is also bound, upon Convoi's first request, to safeguard Convoi completely against any and all financial consequences.

#### Article 12. Liability and protection of the client

12.1. The client is liable vis-à-vis Convoi for loss or damage in consequence of the items entrusted to Convoi and their nature, as well in consequence of their packaging. Moreover, the client is liable vis-à-vis Convoi for incorrect or inaccurate instructions or instructions given late, incorrect or inaccurate measurements, weights and technical data, the failure to make items available (in time) at the agreed time, and the client's culpability or negligence in general.

12.2. The client is liable vis-à-vis Convoi or protects Convoi against any entitlement or claim from third parties on the basis of customs documents, including import documents and transit documents, irrespective of the capacity in which this occurs.

12.3. On pain of any entitlement to compensation lapsing, the client is obliged to notify Convoi immediately in writing, by registered letter, upon arrival of the items packed, transported and/or delivered by Convoi to the place of destination, of any damage that the items relating to the performance of the contract by Convoi may have suffered, and to keep the item in question, and if necessary the relevant packaging material, for delivery to and/or inspection by Convoi.

#### Article 13. Insurances

13.1. Convoi complies with its statutory insurance obligation in accordance with the Dutch Motor Insurance Liability Act (WAM). In addition Convoi has taken out corporate liability insurance (AVB). Any liability for events falling outside and beyond the cover of these insurance policies is excluded by Convoi.

13.2. Convoi does not take out any goods-in-transit insurance with regard to the items in respect of which Convoi has a contract with the client, except at the client's written request.

13.3. If the client takes out a construction all risks (CAR), transport and/or (dis)assembly policy to insure the risks arising from the assigned activities, the client undertakes to include Convoi and the latter's subcontractors (if any) who carry out the work, as co-insured parties. This policy should not contain any recourse clause in the legal relationship between Convoi and the client.

#### Article 14. Retention of title

14.1. As long as the client has not effected full payment for delivered items, goods, services or works, the items delivered by Convoi remain the property of Convoi. Items falling under this proviso may not be transferred as security to third parties without Convoi's consent.

14.2. Without prejudice to its rights to the payment of costs, damages and interest, Convoi shall at all times be entitled to take back and take away from the client, without official notice of default, items, goods, services and materials, irrespective of the condition these are in and where they are located, without judicial intervention, if the client fails to meet or only partially meets its obligations stemming from the contract.

14.3. If attachment is made against the client, on any account whatsoever, on items falling under one of the securities referred to in Article 9.1, the client should forthwith inform the party levying seizure about Convoi's rights on account of retention of title and securities to which Convoi is entitled. The client should also immediately notify Convoi of this attachment. The client is obliged to fully reimburse

Convoi for all costs the latter has to incur to lift this attachment, including the costs of any legal proceedings.

#### Article 15. Delivery and delivery time

15.1. The transport costs relating to delivery of items to the place of destination or the work are payable by the client. Delivery of services and the performance of agreed activities take place at the location(s) stipulated in the contract.

15.2. If any lead time has been agreed for the delivery of items or the performance of services, this merely implies that Convoi shall observe the agreed lead time to the best of its ability, unless there is an express stipulation to the contrary. Delivery lead times are set as approximations, based on the assumption that Convoi can continue working and making deliveries in the manner foreseen at the time the contract was concluded and Convoi is supplied with the necessary materials as usual.

15.3. Fixed-term lead times for delivery or performance start to run when the contract is entered into by Convoi in accordance with the provisions of Article 5 of these Terms and Conditions, and when the client has fulfilled all those of its obligations vis-à-vis Convoi, on any account whatsoever, that are applicable up to that point.

15.4. The overrunning of a lead time for delivery of items or services or for acceptance of work where this lead time was not expressly agreed, shall never give the client any right to dissolve the contract (or have it dissolved) and/or to claim compensation, and leaves its obligations intact.

15.5.1. Without prejudice to the other rights accruing to Convoi, in the event of force majeure Convoi has the right, as it chooses, either to suspend fulfilment of its obligations pursuant to the contract or to dissolve the contract without judicial intervention, by means of a written notification sent to the client and without Convoi being bound to pay compensation for any damage.

15.5.2. Force majeure is understood to mean any shortcoming that cannot be ascribed to Convoi, because Convoi cannot be blamed for it and it is not attributable to it either by virtue of the law, a juridical act or the prevailing views in the traffic sector.

15.5.3. If Convoi's possibilities to perform work or to fulfil the contract are hampered as a result of, for example, machine damage, lack of raw materials, interruptions of operations, transport disruptions, impending danger for people and property or any form of force majeure (such as strikes or government measures), the period for performance is (automatically or ipso jure) extended, without the client being able to make any claim for compensation. In this case Convoi reserves the right to regard the contract as dissolved, whereby the client is likewise not entitled to make any request for compliance and/or claim for compensation. After Convoi has indicated its non-performance, the client may also indicate that it considers this contract to have been dissolved. In the case of a temporary or permanent non-imputable shortcoming on the part of Convoi, it is expressly stipulated that no importance can be attached to whether the circumstances could have been anticipated by Convoi or not. However, in this case, and before considering a contract to be dissolved, Convoi may have constituent activities of what was originally agreed take place. These constituent activities count as separate agreements and the same applies to compliance.

15.6. If Convoi has agreed, in any contract, to any obligation for its rendering of a service or the performance of activities by a particular date or within a particular period, and the execution of that service or the work comes to a standstill because of weather resulting in impossible working conditions, the period during which or the date on which the delivery was scheduled to be made is extended and pushed forward by the number of working days on which there was weather causing impossible working conditions, without the client being entitled to claim payment of damage, costs and interest, or compensation, on this account. Weather resulting in impossible working conditions is taken to mean weather conditions in which, according to accepted standards in the line of business in which Convoi is active, and with a view to the safe, technically reliable and sound execution of the agreed activity, Convoi, its employees and/or subcontractors or third parties deployed by Convoi cannot reasonably be required to perform the agreed work.

15.7. If weather resulting in impossible working conditions is experienced on a project, as a result of which implementation of the assignment is delayed or extra costs are incurred in order to avoid delay, the client should reimburse Convoi for the extra costs occasioned by this weather resulting in impossible working conditions, together with the stoppage time of the Convoi employees and the equipment brought into service by Convoi – including personnel and equipment hired for the purpose of the assignment, subcontractors and third parties called in.

#### Article 16. Lapsing of rights of action and expiration term

Any claim against Convoi on account of the contract concluded with Convoi lapses upon expiry of a period of 12 (twelve) months counting from the date on which the client first informed Convoi of its loss or its right of action or otherwise showed its awareness of the existence of its right of action.

#### Article 17. Dissolution of the contract

17.1. Convoi shall be authorised to terminate the contract with immediate effect and without official notice of default or judicial intervention, or to suspend performance thereof and to avail itself again of the items it has supplied to the client, without prejudice to its right to the payment of costs, damages and interest, if it transpires that:

- the client is failing or will fail to observe, in whole, in part, or in a timely or complete fashion, one or more of the obligations pursuant to the contract;
- the client has died;
- the client is placed in receivership;
- the client is applying for a moratorium;
- the client is adjudicated bankrupt;
- the Dutch Natural Persons Debt Rescheduling Act is declared applicable with regard to the client;
- the client moves his/its place of residence or registered office abroad;
- attachment is placed on items placed in the client's possession, which are the property of Convoi;
- the client ceases his/its business or the client's control or ownership is transferred, whether or not a result of a legal merger or the client's division;
- Convoi becomes aware of circumstances during the course of the contract that are of such a nature that it would not have entered into the contract had it been aware of them.

17.2. The client will provide Convoi with all cooperation to see to it that it avails itself of its property again. Convoi is not liable for damage consequential to the dissolution of the contract.

#### Article 18. Disputes and applicable law

18.1. Any disputes stemming from a contract, with regard to items or services delivered by Convoi to which these terms and conditions are wholly or partially applicable, or stemming from more specific agreements, will be settled and brought before the Maastricht Court, and in the event that such should ensue from the Dutch Code of Civil Legal Procedure, by the Maastricht Court.

18.2. All contracts or more specific agreements to which these terms and conditions are wholly or partly applicable shall be governed solely by Dutch law, and this also applies if Dutch clients conclude contracts concerning work or services abroad with a Convoi office established in another country. In this case the arrangement described in the previous paragraph of this article counts as the international choice of forum.

#### Article 19. Conversion

If and insofar as any one of the provisions in these General Terms and Conditions of Sale cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous character, then as analogous a purport as possible in terms of content and scope shall accrue to this provision, so as to enable it to be invoked. The nullity of one provision shall not result in the entire contract and/or the General Terms and Conditions of Sale becoming null and void.

## CHAPTER II – SPECIAL TERMS

### II.1 REMOVALS

#### Article 1. Definitions

##### 1.1. Removal agreement:

The removal agreement is the agreement in which Convoi undertakes vis-à-vis the client to transport removal goods in the framework of a company relocation, either exclusively in a building, or partly in a building and partly by road, or exclusively by road.

##### 1.2. Company relocation:

Company relocation is on the one hand understood to mean the project removal, this being the removal of property that, due to its nature, forms part of a company's machinery and equipment. This is taken as including the stock in trade insofar as the transport thereof is effected solely as a result of the removal and does not form the subject of a business transaction that has been concluded.

Company relocation is on the other hand understood to mean the industrial removal, this being the removal from one site to the other site of one or more machines, systems or other industrial property, in the context of a total project, in which both vertical transport (hoisting) and horizontal transport (transport by road or other means) are (usually) involved, as well as additional activities, such as disassembly/assembly work, and loading and unloading, whereby there will in all cases be a concurrence with the General Terms of Chapter I of the General Terms and Conditions of Sale.

#### Article 2. Applicable provisions

2.1. In respect of private removals, in addition to the General Terms of Chapter I of these General Terms and Conditions of Sale of Convoi, the General Terms and Conditions for Company Relocations of the "Stichting Vervoeradres", lodged at the clerk of the court's

office at the court in Amsterdam and Rotterdam, latest version, are also applicable.

2.2. In respect of all company relocations, in addition to the General Terms of Chapter I of these General Terms and Conditions of Sale of Convoi, the General Terms and Conditions for Company Relocations of the "Stichting Vervoeradres", lodged at the clerk of the court's office at the District Court in Amsterdam and Rotterdam in 2009, as well as the version of these terms and conditions in force at the time the contract was concluded with the client, are also applicable.

2.3. If industrial removals are also involved in the case of company relocations, in addition to the General Terms of Chapter I of these General Terms and Conditions of Sale of Convoi, the General Terms and Conditions for Company Relocations referred to in Article 2.2, together with the Special Third Party Terms and Conditions mentioned in Chapter II.2 (Transport), Chapter II.3 (Vertical Transport) and if necessary other eligible articles of the General Terms and Conditions of Sale of Convoi, are also applicable.

2.4. Inconsistency. In the event of inconsistency between the General Terms of Chapter I of the General Terms and Conditions of Sale and the Special Third Party Terms and Conditions referred to in this Chapter, the provisions laid down in Article 3 of Chapter I of the General Terms and Conditions of Sale shall apply.

### Article 3. Concurrence

Insofar as other activities are also carried out by Convoi in the framework of Company Relocations, the Special Third Party Terms and Conditions to which reference is made in the relevant Chapter of these General Terms and Conditions of Sale are also applicable to these other activities.

## II.2 TRANSPORT

### Article 1. Definitions

1.1. Transport agreement: the agreement under the terms of which Convoi undertakes vis-à-vis the client to transport property in its capacity as haulier. A transport agreement only covers the actual transportation of property, and thus the carriage of items stowed in or on a means of transport.

The agreement does not cover the loading and unloading of means of transport, irrespective of whether these activities are carried out by or on behalf of Convoi, and still less transshipment, storage (whether pending onward transport or not), hoisting, or any other activity that does not consist of the moving of the items from one place to another.

1.2. Kinds of transport: in the framework of the transport agreement, the transport may involve national road haulage, cross-border road haulage, transport by inland waterway, rail transport, transport by sea or transport by air, both singly and in combination.

1.3. Single-mode transport: single-mode transport is understood as denoting the agreement pursuant to which Convoi undertakes to transport the items using just one mode of transport.

1.4. Combined (multi-modal) transport: combined (multi-modal) transport is understood as meaning the agreement under the terms of which Convoi undertakes vis-à-vis the client, in one and the same agreement, to transport the items using at least two different modes of transport.

### Article 2. Applicable provisions

2.1. In addition to the General Terms of Chapter I of these General Terms and Conditions of Sale of Convoi, the following specific transport terms and conditions are also applicable to all transport agreements between Convoi and the client:

- a. national haulage by road: title 13 of Book 8 of the Dutch Civil Code, supplemented by the General Transport Conditions of the "Stichting Vervoeradres", latest version;
- b. cross-border road transport: the provisions of the CMR Treaty;
- c. transport by sea: title 5 of Book 8 of the Dutch Civil Code;
- d. transport by air: the provisions of the Warsaw Treaty of 1929, as amended by the provisions of the Hague Protocol of 1955 or the Montreal 4 Protocol of 1975 and title 16 of Book 8 of the Dutch Civil Code;
- e. transport by inland waterway: title 10 of Book 8 of the Dutch Civil Code, supplemented by the Freightling Terms and Conditions of 1991.

2.2. In the event of an inconsistency between the General Terms of Chapter I of the General Terms and Conditions of Sale and the Special Third Party Terms and Conditions mentioned in this Chapter, the provisions laid down in Article 3 of Chapter I of the General Terms and Conditions of Sale shall apply.

2.3. In the case of Combined (multimodal) Transport, the transport conditions applicable to each separate kind of transport shall always apply to this form of transport.

### Article 3. Concurrence

Insofar as other activities are also carried out by Convoi in the framework of Transport, the Special Third Party Terms and Conditions to which reference is made in the relevant Chapter of these General Terms and Conditions of Sale are also applicable to these other activities.

## II.3 VERTICAL TRANSPORT

### Article 1. Definitions

#### 1.1. Vertical transport

The agreement under the terms of which Convoi, whether or not in the context of a transport agreement or other type of agreement or total project implementation, undertakes vis-à-vis the client to perform hoisting work using mobile cranes and other hoisting equipment, all in the broadest sense of the terms, and the making available of such cranes and hoisting equipment, be it with or without a machinist or operator ("manned" or "unmanned").

#### 1.2. Loading and unloading, etc.

It is expressly stipulated that vertical transport is also deemed to include the loading and unloading of modes of transport, as well as, as the occasion arises, the transfer of the load or cargo to warehouses at the same site, or the transshipment thereof from one mode of transport to another or transhipment of any other form, all in the broadest terms, and this including associated assembly/mounting work.

### Article 2. Applicable provisions

2.1. In respect of all contracts between Convoi and the client concerning vertical transport within the meaning defined above, and in addition to the General Terms of Chapter I of these General Terms and Conditions of Sale of Convoi, the version of the Special Third Party Terms and Conditions in force at the time the contract was concluded, namely the Standard Terms and Conditions of the Vertical Transport Association, referred to hereinafter as the "VVT Standard Terms and Conditions", as lodged at the clerk of the court's office at the court in Amsterdam and Rotterdam, shall also be applicable.

2.2. In the event of an inconsistency between the General Terms of Chapter I of the General Terms and Conditions of Sale and the Special Third Party Terms and Conditions mentioned in this Chapter, the provisions laid down in Article 3 of Chapter I of the General Terms and Conditions of Sale shall apply.

2.3. By way of a departure from the provisions of the previous article, the definition of vertical transport given above (including that which was stated in Article 1.2 of this Chapter) replaces the definition of vertical transport given in the VVT General Terms and Conditions.

2.4. Article 18 of the General Terms of Chapter I of the General Terms and Conditions of Sale takes precedence over a divergent choice of law and forum in the VVT Standard Terms and Conditions.

### Article 3. Concurrence

Insofar as other activities are also carried out by Convoi in addition to vertical transport, the terms and conditions stated elsewhere in these General Terms and Conditions of Convoi to be applicable to the activities in question shall also be applicable thereto.

## II.4 FORWARDING

If Convoi performs forwarding activities on the basis of the contract concluded with the client, these forwarding activities will be subject to application of the Dutch Forwarding Conditions (FENEX Conditions) as lodged at the clerk of the court's office at the courts in Amsterdam, Arnhem, Breda and Rotterdam on 1 July 2004, at least the most recent version of these conditions in force at the time the contract was concluded.

## II.5 STEVEDORE'S ACTIVITIES

Should it be agreed with the client that Convoi is also to carry out stevedore's activities, these activities shall be subject to application of the General Terms and Conditions of the Rotterdam Terminal Operators Association (VRTO), lodged at the clerk of the court's office at the court in Rotterdam on 2 September 2009, at least the most recent version of these conditions in force at the time the contract was concluded.

## II.6 STORAGE AND TAKING INTO SAFE CUSTODY

### Article 1. Definitions

1.1. Storage in general: the agreement under the terms of which Convoi undertakes to take into safe custody and to keep stored in a storehouse agreed upon for this purpose, for an agreed length of time, goods brought by the client for storage at the place indicated by Convoi or the place agreed on with Convoi. The concept "storage" does not include the bringing or taking away of any items that Convoi might have to do, or any changes to the goods in connection with the storage.

1.2. Storage of removal goods: storage of removal goods is understood as meaning the taking into safe custody of those items that are located in a covered or open room or space and are intended for the interior decoration, furnishing or fitting out of that room or space, and are already used as such.

1.3. Storage of machinery and equipment: Storage of machinery and equipment is understood as meaning the taking into safe custody of those items that, due to their nature, form part of the company's machinery and equipment. This is also taken to include the stock in trade insofar as only the storage of this stock in trade is intended and this stock in trade does not form the subject of a business transaction that has been concluded.

1.4. Storeroom: Storeroom is understood as meaning a clean dry room or area that is suitable for the storage of goods such as, although not limited to, removal goods, machines, machinery and equipment, etc.

## **Article 2. Applicable provisions**

### **2.1. Storage in general**

For storage in the general sense, in addition to the General Terms of Chapter I of these General Terms and Conditions of Sale of Convoi, the General Terms and Conditions of Storage of the "Stichting Vervoeradres" lodged at the clerk of the court's office at the court in Amsterdam and Rotterdam, at least the most recent version of these conditions in force at the time the contract was concluded with the client, are also applicable.

### **2.2. Inconsistency**

In the event of an inconsistency between the General Terms of Chapter I of the General Terms and Conditions of Sale and the Special Third Party Terms and Conditions mentioned in this Chapter, the provisions laid down in Article 3 of Chapter I of the General Terms and Conditions of Sale shall apply.

## **Article 3. Concurrence**

Insofar as other activities are also carried out by Convoi in the framework of the taking into safe custody/storage of items of property, the Special Third Party Terms and Conditions to which reference is made in the relevant Chapter of these General Terms and Conditions of Sale shall also be applicable to these other activities.