



GENERAL DELIVERY CONDITIONS OF CONVOI

Article 1. Definitions

General Delivery Conditions: these general delivery conditions, as laid down in articles 1 up to and including 21.

Convoi: Convoi Assets B.V., Convoi International B.V., CSSC B.V., Convoi Nederland B.V. and the private limited liability companies under Dutch law that form part of the Convoi Group, with the exception of Convoi E&A.

Client: every person or legal entity who has entered into or wishes to enter into an agreement with Convoi, as well as, if applicable, his, her or its legal successor by operation of law or under particular title.

Offer/Quotation: a document by which Convoi quotes a price or issues a formal offer to conclude an Agreement.

Agreement: the written agreements between Convoi and the Client, in which Convoi – represented by a person authorised for that purpose – undertakes vis-à-vis the Client to carry out a certain performance or deliver a certain service.

Parties: Convoi and the Client.

Specific Sector Conditions: the sector conditions declared applicable in the Agreement, Quotation or Offer.

Personal Data: any information relating to an identified or identifiable natural person.

Article 2. Applicability

2.1. These General Delivery Conditions will apply to all Offers, Quotations, Agreements and the legal and non-legal acts performed in implementation thereof.

2.2. Any stipulations deviating from or supplementing the General Delivery Conditions will be binding on Convoi only if they are expressly confirmed in writing by Convoi.

2.3. The rights and obligations ensuing from the Agreement cannot be transferred by the Client to third parties, except with Convoi's written permission.

2.4. The applicability of any general conditions used by the Client is expressly excluded.

2.5. If the Parties have entered into an agreement under the applicability of the General Delivery Conditions, these conditions will also apply to subsequent Offers, Quotations and Agreements.

2.6. If Convoi has, in a particular case or for a short or longer period of time, tacitly or otherwise, allowed deviations from the General Delivery Conditions, or has not invoked any provision of these conditions, this will not prejudice its right to require and demand as yet immediate and strict compliance by the Client with the General Delivery Conditions.

Article 3. Arrangements in the event of conflict

3.1. If in the Agreement and/or Quotation and/or Offer, in addition to the General Delivery Conditions, the Specific Sector Conditions are declared applicable and if (provisions of) the Specific Sector Conditions deviate from or are in conflict with (provisions of) the General Delivery Conditions, the conditions most favourable to Convoi will prevail, at Convoi's exclusive written discretion.

3.2. The General Delivery Conditions of Convoi can be consulted and downloaded from the Convoi website: www.convoi.com.

Article 4. Offers and Quotations

4.1. Unless expressly agreed otherwise, all Offers and Quotations – in whatever form and issued by whatever party on behalf of Convoi – are made without obligation and exclusive of VAT (turnover tax), other taxes and/or other levies and have a validity of 30 (thirty) days, unless agreed otherwise in writing. Offers and Quotations and the prices offered or quoted in such will be eligible for interim change if one or more elements or components that determine the level of the offered/quoted prices change or changes during the validity period of the Offer and Quotation.

4.2. The drawings, measurements and weight specifications, catalogues or the data contained in illustrations used in Offers or Quotations are not binding.

4.3. Drawings and sketches produced by Convoi, in the broadest sense, will remain the property of Convoi. The Client will refrain from violating any (intellectual and industrial) property rights or other rights of Convoi.

4.4. All rights regarding services and goods, including materials and parts, which Convoi makes available to the Client or a third party during the performance of the Agreement, will belong exclusively to Convoi.

Article 5. Conclusion of Agreement(s)

5.1. All agreements between the Parties will not be concluded until Convoi has confirmed the order in writing to the Client, or until Convoi has started to perform the Agreement.

5.2. Agents, representatives and/or other employees of Convoi will not be authorised to conclude agreements, amendments to such or further agreements, unless they have been authorised to do so in writing by the Convoi management.

5.3. Supplements or amendments to Agreements will be valid only after written confirmation by Convoi.

Article 6. Performance, fulfilment and deadlines

6.1. Convoi will be obliged only to perform its work to the best of its ability. All deadlines stated in the Agreement, Quotation and Offer for the delivery of services or the completion of a performance by Convoi, will be approximations only. Convoi has only a best-efforts obligation, with it striving within its power to meet the offered or agreed deadline.

6.2. The Client must always ensure sufficient accessibility and passability of the sites or the location where the performance is to be carried out pursuant to the Agreement. If work is to be carried out on the site or on location, the Client will ensure that this work can be done in a safe and efficient manner.

6.3. If, within the framework of the Agreement, Convoi has taken on the obligation to apply for permit(s) and/or exemption(s), this obligation too will be considered a best-efforts obligation and not an obligation to achieve a result.

6.4. Convoi will be permitted and Convoi will be entitled under the terms of the Agreement to have the delivery of services or the delivery of any performance carried out in whole or in part by third parties.

6.5. Convoi will perform the activities resulting from the Agreement in a sequence to be determined by Convoi, with the capacity of the resources (in the broadest sense) available to Convoi and the degree to which they are used also determining the time of commencement and completion of the activities.

6.6. If Convoi has agreed a certain date or deadline in the Agreement, with Convoi undertaking to deliver a service and/or perform an activity during which stagnation occurs due to unworkable weather, the deadline or date on which delivery must be made will be extended and moved forward by the number of days during which the unworkable weather prevailed. The Client will not be able to claim payment for damages, costs, interest or compensation. Unworkable weather means those weather conditions in which, according to the usual standards within the sector in which Convoi is active, and with a view to a safe, technically sound and reliable execution of the agreed performance, Convoi and/or third parties engaged by Convoi cannot reasonably be expected to carry out the agreed work. In the event of unworkable weather, the Client must reimburse Convoi for the additional costs resulting from this unworkable weather, as well as for the lost hours of Convoi's employees and the equipment used by Convoi, including hired personnel and equipment and any third parties engaged.

Article 7. Additional work

7.1. Additional work will be involved in the following situations:

- a. The Parties agree on this in writing;
- b. The Client wishes additions and/or changes to the agreed delivery of services and/or work and Convoi is of the opinion that this will make the work more onerous or extensive;
- c. The order with regard to the agreed delivery of services and/or work changes as a result of deviations from the starting points or circumstances as known at the time of the Quotation, Offer or Agreement;
- d. Convoi considers additions and/or changes to the agreed delivery of services and/or work necessary for the proper and professional performance of the Agreement;
- e. The Client does not fulfil any of the obligations arising from the Agreement, on the grounds of which Convoi is of the opinion that the work will be more onerous or extensive as a result.

7.2. Additional work will be charged separately to the Client, with a proper specification of the additional work.

Article 8. Obligation to complain

8.1. Immediately upon commencement of the delivery of services and/or the performance of work, the Client must assess whether the quality and/or quantity of what has been delivered corresponds to what has been agreed. The Client must always submit complaints at the location where the service is being delivered or the work is being performed to the site manager or representative of Convoi who is present. Submission must take place immediately after the delivery or performance of the work, or in any case in writing within five working days. In the case of interim, partially delivered services or partially performed work, the Client must complain immediately after the partial delivery.

8.2. The Client must give Convoi the opportunity to investigate a complaint (or have it investigated) and, if the complaint is justified, to give Convoi the opportunity to remedy the defect. Any complaints submitted will not suspend the Client's payment obligation. In that case, the Client will also remain obliged to 'final acceptance' and pay for the remaining delivery of services and/or performance of work.

8.3. If the quality and/or quantity of what has been delivered does not correspond with what was agreed upon, but this circumstance only manifests itself after some time and/or is only perceptible after some time, the Client



must immediately, but within a maximum of five working days after the Client has discovered or reasonably could have discovered the defect, report the defect to Convoi in writing. The notification must describe the defect in the greatest possible detail, so that Convoi is able to respond properly.

8.4. Complaints submitted after the time stated in articles 8.1. and 8.3. will have no legal effect and will result in no right whatsoever for the Client vis-à-vis Convoi. The Client's rights will also lapse if the Client attempts to remedy (or have others remedy) an alleged defect, without Convoi's explicit written permission.

Article 9. Prices

9.1. All prices will be based on the prices of raw materials and equipment, wages and transport costs, tax charges and other price-determining factors, as applicable on the day the Agreement is concluded. If the costs of these price-determining factors increase after a period of three months following the conclusion of the Agreement, Convoi will be entitled to increase the price(s), plus VAT, proportionately. Convoi will also be entitled to increase prices if there is a substantial interim increase in one or more price-determining factors.

9.2. All prices are in euros. If the prices are expressed in foreign currency and the exchange rate of this currency changes to Convoi's disadvantage during the validity period of the Quotation or after the conclusion of the Agreement(s), Convoi will be entitled to change the prices in such a way that the equivalent value in euros remains the same as it was at the time the Offer was made or the Quotation was issued or at the time the Agreement(s) was or were concluded.

9.3. The price does not include:

- customs clearance costs, carnet costs, supervision fees for special transport, taxes, duties, import duties, disbursement fees, costs related to the drawing up of required documents, additional insurances or costs charged by public authorities.
- guarantees or securities to be provided by Convoi to third parties.

These items will always be invoiced separately, with Convoi being entitled to payment in advance, the provision of a security or the establishment of a custody account (for advance payments) by the Client. If Convoi demands payment in advance, or security or deposit (of advance payments), Convoi will be entitled to suspend performance of the Agreement until the security has been provided.

9.4. If the Agreement is performed outside normal working hours (7:30 a.m. to 5 p.m.), the following price increases will apply per man-hour:

- on weekdays from Monday to Friday, included: 30%.
- on Saturdays: 50%.
- on Sundays: 100%.
- on public holidays: 200%.

9.5. The agreed price is based on Convoi performing the activities and services described in the Agreement without interruption and continuously. If, during the performance of the agreed activities and/or services delays occur or uninterrupted or continuous performance of the work is not possible for Convoi employees and/or equipment due to a cause that is within the sphere of risk of, or should be at the expense of, the Client or third parties engaged by the Client, the Client must pay Convoi the additional costs resulting from this delay, as well as the lost hours of Convoi employees and the equipment used by Convoi – including hired personnel and equipment and third parties engaged by Convoi – in addition to the agreed price. The above also applies to personnel and equipment hired or any third parties engaged by Convoi for the performance of the Agreement. The hours are calculated on the basis of specified wage costs for personnel and hire/deployment costs of equipment.

9.6. If, during the performance or prior to the performance of the Agreement, the accessibility and/or passability and/or the location are not or only partially suitable for the performance, Convoi will have the right to increase the prices by all the resulting extra costs.

9.7. If government-imposed measures, in the broadest sense, indirectly or directly result in Convoi having to make substantial investments in order to deliver the services, Convoi may, after notification to the Client, pass the costs on to the Client.

Article 10. Payment

10.1. A payment term of 30 days after the invoice date applies. Any recourse by the Client to set-off/settlement, discount, suspension and withholding is explicitly excluded and not permitted.

10.2. In the case of payment by instalments – which must be approved by Convoi in writing – the entire or remaining amount is always due and payable immediately and without notice of default or summons, if an instalment has not been paid by the due date as agreed.

10.3. If payment has not been made within the terms specified in article 10.1. and 10.2., the Client will be liable to pay Convoi – without any payment demand being required – interest of 1% per month on the invoiced amount from 30 days after the invoice date, with part of a month being considered as a full month.

10.4. In the event that the Client is in default of payment, Convoi will in any case be entitled to suspend its performance obligation under the Agreement in respect of which the Client is in default. In addition, Convoi will be entitled to suspend performance of all other Agreements until the Client has met all its obligations vis-à-vis Convoi, without prejudice to Convoi's right to compensation for damage, interest and/or other costs.

10.5. If there are several Clients, each Client will be jointly and severally liable for the fulfilment of the obligations arising from the Agreement.

10.6. In addition to the amount due under the Agreement, the Client will owe Convoi the extrajudicial collection costs as set out in the Extrajudicial Collection Costs Scale (*Staffel Buitengerechtelijke Incassokosten/BIK*) if Convoi, in the event of non-payment as mentioned in articles 10.1 and 10.2, has to transfer its claim for collection. The mere fact that Convoi has transferred the collection of the amount owed to a third party is evidence of the obligation to pay as well as the size of the extrajudicial collection costs.

10.7. Objections to the invoice must be made in writing to Convoi within eight days of the invoice date. Objections raised will not suspend the obligation to pay.

Article 11. Provision of security

11.1. Convoi will always be entitled before starting or continuing the performance of Agreements or delivery of services, to demand that the Client provides security within a reasonable period for the fulfilment of all its obligations vis-à-vis Convoi. The substantive assessment and approval of the security is reserved for Convoi. If the Client refuses to provide (appropriate) security, Convoi may suspend performance of the Agreement and all other Agreements (if any) until security has been provided. If the security has not been provided by the final date indicated by Convoi, Convoi will be entitled to dissolve the Agreement(s) without being liable to pay any compensation. Dissolution of the Agreement by Convoi will not prejudice any claims for compensation that Convoi has against the Client.

11.2. Convoi will be entitled to retain goods, documents and monies from the Client at the Client's expense and risk until any claims Convoi has or will have against the Client, for whatever reason, have been paid in full. All goods, documents and monies of the Client that Convoi has and/or will have for whatever reason, will serve as a possessory pledge for its claims that is has and/or will have against the Client.

Article 12. Liability and indemnity of Convoi

12.1. Convoi will not be liable for damage, of whatever nature, that is caused because it used incorrect or incomplete data provided by or on behalf of the Client as a basis.

12.2. If Convoi should be liable for any damage caused by a proven attributable failure on Convoi's part, Convoi's liability will be limited to a maximum of the **contract** value.

12.3. Convoi's liability will in any event always be limited to a maximum of €2,000,000.

12.4. Convoi will be liable only for direct loss. Liability for consequential loss, immaterial damage and indirect damage, such as but not limited to, loss of production, loss of income, loss of profit, stagnation damage and similar financial or economic losses inflicted on the Client or its principal or any third party during or in connection with the assignment, is excluded at all times.

12.5. Convoi will not be liable for damage caused by third parties engaged in the delivery of services and/or performance of work, if this third party causes damage outside the scope of the Agreement.

12.6. Every claim against Convoi, except for those acknowledged by Convoi in writing, will automatically lapse six (6) months after the damage-causing event. If the Client is a natural person not acting in the exercise of a profession or business, the above expiry period will be one (1) year.

12.7. All means of defence that Convoi can derive from the Agreement to avert liability can also be invoked against the Client by Convoi employees and other persons and legal entities engaged by Convoi for the performance of the Agreement, as if these employees, persons and legal entities were parties to the Agreement themselves.

12.8. If, in performing the Agreement, Convoi also performs storage activities or stores goods, the limitation of liability as set out in Article 11 of the FENEX conditions, as filed with the court registry of the district courts of Amsterdam and Rotterdam on 1 May 2008, will apply, or at least the latest version of those conditions valid at the time that the Agreement was concluded.

Article 13. Liability and indemnity of the Client

13.1. The Client will be liable vis-à-vis Convoi for damage caused to goods belonging to Convoi. Furthermore, the Client will be liable vis-à-vis Convoi for damage resulting from incorrect and/or imprecise or late instructions, incorrect and/or imprecise measurements, weights and technical data, failure to make goods available at the agreed time or on time, and any other damage caused by the Client to Convoi.

13.2. The Client will be liable for damage resulting from the fact that the Client obstructs Convoi in the delivery of services and/or in the performance of the Agreement in accordance with the requirements of applicable laws, regulations and/or the General Conditions. Any resulting additional costs may be charged to the Client by Convoi.

13.3. The Client will be liable for all costs, fines and damages arising from the placement of a crane, vehicle or any other equipment by Convoi as instructed by and as agreed with the Client. The Client will indemnify Convoi against any claims in this respect.

13.4. The Client will be liable vis-à-vis Convoi and will indemnify Convoi against any claim or demand by third parties on the basis of customs documents, including import documents and transit documents, irrespective of the legal title under which this occurs.

13.5. Under penalty of forfeiting any right to compensation, the Client will be obliged, within 14 days of the arrival of the items packed, transported and/or delivered by Convoi at the destination, to report in writing to Convoi any damage the goods may have suffered in connection with the performance of the Agreement by Convoi, to take photographs of the goods in question and to store the goods and if necessary the packaging material involved for delivery to and/or inspection by Convoi.

13.6. Non-fulfilment of any obligation arising from the Agreement will oblige the Client to compensate Convoi for any resulting damage.

Article 14. Insurance

14.1. Convoi meets its statutory insurance obligation under the Dutch Civil Liability Insurance (Motor Vehicles) Act (*Wet Aansprakelijkheidsverzekering Motorrijtuigen/ WAM*). In addition, Convoi has taken out a corporate liability insurance. Any liability for events beyond and above the coverage of these insurance policies will be excluded by Convoi.

14.2. Convoi does not take out an All Risk Goods insurance for goods owned by Client, except at the written request of the Client.

14.3. If the Client takes out a construction all-risks (CAR), transport and/or assembly/disassembly policy to insure against the risks arising from the assigned work, the Client undertakes to include Convoi and any third party engaged to carry out the work as co-insured party or parties. This policy will not contain a recourse clause in the legal relationship between Convoi and the Client.

Article 15. Property of Convoi and third parties

15.1. Goods used by Convoi to perform the delivery of services, will remain at all times the property of Convoi and can never be transferred to third parties as security.

15.2. In the event that the Client does not meet its obligations under the Agreement or does not meet them in full, Convoi will be entitled at all times, without notice of default being required, to repossess and remove from the Client any items, goods, services and materials belonging to Convoi or third parties without judicial intervention, in whatever condition they are and wherever they may be. The Client will offer Convoi every assistance to enable Convoi to regain possession of its goods.

15.3. If goods held by the Client but belonging to Convoi or third parties are attached, the Client must immediately inform the party levying the attachment of the rights of Convoi or third parties on the basis of the goods belonging to Convoi or third parties. The Client must also notify Convoi immediately of this attachment. The Client will be obliged to reimburse Convoi in full for all costs incurred in lifting the attachment, including the costs of any legal proceedings.

Article 16. Personal Data processing and privacy

16.1. If Personal Data are processed in the context of the performance of the Agreement, Convoi undertakes to observe the following:

a. Personal Data will be processed carefully and exclusively in accordance with all applicable privacy and other legislation and the privacy policy applicable within Convoi.

b. Personal Data will always be treated confidentially and protected against loss or any other form of unlawful processing.

c. Appropriate technical and organisational security measures will be taken when processing Personal Data.

d. Where necessary, the Client will be assisted in fulfilling its obligations with respect to taking security measures, documenting data processing and reporting data breaches. Convoi will be obliged, upon discovery of a data breach, to inform the Client without unreasonable delay.

e. If requested, Convoi will provide the Client with all information necessary to demonstrate fulfilment of the obligations laid down in this article.

Article 17. Force majeure & unforeseen circumstances

17.1. In the event of *force majeure*, Convoi will consult with the Client, with the Parties seeking a solution by mutual agreement. If no solution is agreed within a maximum of two months, Convoi will be entitled, without prejudice to its other rights and at its own discretion, to suspend the performance of its

obligations under the Agreement and/or to dissolve the Agreement without judicial intervention by means of a written notification to the Client and without Convoi being liable to pay any compensation. Convoi will inform the Client of its choice in a timely manner.

17.2. *Force majeure* is defined as any failure that cannot be attributed to Convoi, because it is not due to any fault on its part and cannot be attributed to it by law, a legal act or generally accepted practice.

17.3. If Convoi's ability to perform or to implement the Agreement is impeded as a result of, for example, machine damage, lack of raw materials, operational or transport disruptions, imminent danger to people and property or as a result of any other form of *force majeure* such as strikes, measures taken in the context of the COVID-19 pandemic or other infectious diseases and/or pandemics, unworkable weather or government measures, the performance period will be extended (automatically or by operation of law). In that case, the Client will not be able to claim any form of compensation. In such an event, Convoi reserves the right to dissolve the Agreement extrajudicially in writing, with the Client not being able to claim any fulfilment and/or compensation. If – upon request – Convoi has given written notice that it will not fulfil its obligations or if – upon request – Convoi does not make a choice as referred to in Article 17.1 within 90 days after the *force majeure* has been invoked, the Client may also dissolve the Agreement in writing without judicial intervention. In this case, however, Convoi – before an Agreement is dissolved in full or in part in writing without judicial intervention – may have partial performances carried out of what was originally agreed upon.

Article 18. Expiry of rights of claim and limitation period

18.1. Any claim vis-à-vis Convoi in accordance with the Agreement will lapse 12 months from the date on which the Client first made its damage or right of action known to Convoi, or otherwise demonstrated the existence of its right of action.

Article 19. Dissolution of the Agreement

19.1. In the following cases, Convoi will be authorised to terminate the Agreement with immediate effect, without notice of default or judicial intervention, or to suspend its performance and to repossess the goods it has provided to the Client, without prejudice to its right to compensation for costs, damages and interest:

- The Client does not fulfil one or more of its obligations in accordance with Agreement, or does not or will not fulfil such obligations on time, in full or properly;
- The Client dies;
- The Client is placed under guardianship;
- The Client requests a suspension of payments;
- The Client is declared bankrupt;
- The Client offers a private settlement (to its creditors), whether or not on the basis of the Dutch Court Approval of a Private Composition (Prevention of Insolvency) Act (*Wet Homologatie Onderhands Akkoord/ Whoa*);
- The Dutch Debt Restructuring (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen/ Wsnp*) is declared applicable with regard to the Client;
- The Client relocates its residence or registered office abroad;
- Goods in the possession of the Client, which are the property of Convoi, are attached;
- The Client ceases its business operations or control or ownership of the Client is transferred, whether or not as a result of a legal merger or demerger of the Client;
- During the course of the Agreement Convoi becomes aware of circumstances of such a nature that, had Convoi been aware of them, it would not have entered into the Agreement.

19.2. In all of the cases referred to in 19.1, any claim Convoi has or obtains vis-à-vis the Client will be immediately due and payable in full.

19.3. Convoi will not be liable for damage that results from the dissolution of the Agreement.

Article 20. Disputes and applicable law

20.1. Any disputes arising from the Agreement will be submitted for adjudication solely to the competent judge of the Limburg District Court (Maastricht location).

20.2. All Agreements are governed exclusively by Dutch law, even if Dutch Clients conclude agreements for works or services abroad with a foreign branch of Convoi. In this case, the international choice of forum will be the arrangement described in the previous paragraph of this article.

20.3. Convoi has the right to unilaterally amend the Agreement and the General Conditions.

20.4. The Dutch text will be decisive for the meaning of the General Conditions. This also applies if the General Conditions have been provided only in a language other than Dutch.



Article 21. Conversion

21.1. If and in so far as any provision in these General Delivery Conditions cannot be invoked on the grounds of reasonableness or fairness or the unreasonable onerous character thereof, or if a provision is invalid or nonbinding in any other way, that provision will accrue as much corresponding meaning as possible regarding content and sense, so that the provision in question can be invoked. The invalidity of a provision will not result in invalidity of the Agreement and/or the General Delivery Conditions.

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