

## GENERAL CORPORATE TERMS AND CONDITIONS

Of private Limited Melkweg|Fritom BV

With its registered office in Bolsward, De Marne 128, and registered with the Chamber of Commerce of Leeuwarden under number : 007317554

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## 1. General

1.1. Unless previously explicitly agreed otherwise in writing, these terms and conditions apply to all our quotes and/or agreements concluded with our clients, in the course of which we (the contracted party) undertake to transport, order and/or distribute goods, provide mediation, store goods, deliver or hire out movable and immovable goods, or deliver any other performance.

1.2 In these terms and conditions, "client" is taken to mean each (legal) person who has entered into an agreement with us, or who wishes to do so, and apart from this person, his representative(s), authorized agent(s), assignee(s) and successor(s).

1.3 The terms and conditions of our client are not applicable to the quotes and agreements referred to in paragraph 1, unless we have explicitly stipulated otherwise in writing.

1.4. We and the client have agreed that, once something is contracted under application of these terms and conditions, future quotes and agreements will also be subject to these terms and conditions..

1.5. If, as appropriate, we do not invoke the provisions in these terms and conditions, it does not mean we have waived our right to invoke the terms and conditions below in other cases.

1.6 The Client shall indemnify us against claims from third parties - however named and/or originating - against which third parties we would not be able to invoke the provisions of our General Terms and Conditions of Business, in so far as such claims would be excluded if this/these third party/these third parties were bound by our General Terms and Conditions of Business.

## 2. Additional conditions

2.1 Depending on the nature of the overall instruction, activities or other performances, or any part thereof that can be reasonably regarded as independent, the following or their replacement general terms and conditions and regulations customary to the sector in question apply in addition to these terms and conditions:

- a. All our work shall be governed by the Logistic Service Conditions (LSV) 2014, including arbitration clause, as filed with the registry of the Rotterdam District Court on 2 April 2014 under number 28/2014.
- b. Pursuant to Article 2 paragraph 3 LSV, the General Transport Conditions (AVC) apply to domestic transport in addition to the LSV and to cross-border road transport, the CMR Convention and in addition to the LSV and AVC mentioned above. Pursuant to Article 2 paragraphs 4 and 5 LSV, the Dutch Forwarding Conditions, including the arbitration clause, apply to forwarding activities (having the goods transported) and customs and fiscal services. Disputes not covered by the arbitration clause and arising from or related to (the) contract(s) concluded between the parties shall be settled by a competent court. Dutch law is applicable.
- c. All forwarding and customs work, including the performance of airfreight activities, customs work and all other activities, shall be governed by the General Terms and Conditions of the Netherlands Association of Forwarding Agents (FENEX), filed with the Registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam

- d. The Hague Visby Rules apply to all over-sea shipments.
- e. Payments: work that is not subject to the above conditions is subject to the general payment terms of Transport en Logistiek Nederland, filed with the registry of the sub-district court in The Hague on 2 July 2002, under file reference number 69/2002..

2.2 If the general conditions referred to in article 2.1.a to e inclusive are revised, then the revised text shall apply and this as of the date of filing of these revised general conditions. If one or more of the general conditions referred to in paragraph 1 of this article are replaced by a standard regulation or if a standard regulation replaces it in the manner referred to in article 6:214 of the Civil Code, the standard regulation concerned shall apply as from the date of publication of this regulation in the Netherlands Official Gazette.

2.3 We are for that matter at all times entitled to declare general terms and conditions other than those referred to in paragraph 1 of this article applicable to a certain instruction, activity or other performance.

2.4 In the event of a dispute between us and our client about which terms and conditions referred to in this article apply or applied, we are entitled to decide which terms and conditions apply or applied.

2.5 In the event of a conflict between the terms and conditions referred to in paragraphs 1 and 3 of this article and these terms and conditions, it is at our discretion which terms and conditions we will invoke.

2.6 Contrary to what may have been determined in this regard in the general terms and conditions referred to in paragraph 1 of this article, all disputes between us and the client will be exclusively settled by a competent Dutch court.

2.7 In the event of any discrepancy between the deposited text of these terms and conditions and texts which are otherwise printed, translated and/or distributed, only the deposited text shall apply.

2.8 All legal relationships between us and the client are governed by Dutch law.

### **3. Customs Activities**

3.1 Customs formalities dealt with by us are at the expense and risk of the client. We are only liable for damage and costs ensuing from incorrect processing of customs formalities if the client demonstrates that it concerns gross negligence or gross carelessness on our part.

3.2 The client at all times indemnifies us against claims from the authorities with regard to customs duties, taxes, excise duties, etc. on goods for which we have arranged the customs formalities on the instruction of the client, unless the client demonstrates that it concerns gross negligence or gross carelessness on our part

3.3 The FENEX conditions shall always apply, as stated in article 2 section 1.c of these conditions.

## 4.

4.1 Machines, materials, instruments, tankcontainers, tanktrailers, trucks and other goods are hired out subject to the following conditions::

- a. We undertake, at the commencement of the rental agreement, to place at the client's disposal an item in good condition.
- b. when taking possession of the goods, the client is obliged to inspect them for faults and defects. If the client does not make any written comments about the condition of the goods when taking possession of them, he is deemed to have received them in a good condition.
- c. upon expiry of the hire contract, the client is obliged to return the hired goods in the same condition they were in upon commencement of the hire contract. Wear and tear following normal use in accordance with the good's intended purpose is excluded from this. If the hired object is returned to us in a condition other than for which it was made available, the client is obliged to refund us the hired object's decrease in value on our demand.
- d. the client is not permitted to make the hired object available to third parties, with the exception of his employees, to hire it out, to pledge it and/or to sell it.
- e. any permits required for the use of the hired object will be applied for by the client. If the necessary permit or permits is or are not held, the client indemnifies us against any additional tax assessments and/or claims (for damages) ensuing from the lack of such a permit or permits
- f. fuel for hired machines, instruments and/or trucks is not included in the hire price

## 5. Prices & Offers

5.1. All our quotes are free of obligations.

5.2 Our prices are based on the rates, wages, prices etc. applicable at the date of the quote, conclusion of the agreement or actual performances. If one or more of these factors change, the prices automatically change correspondingly and they will be binding also for current agreements, on the understanding that when prices change within three months of conclusion of the agreement, the client is entitled to dissolve the agreement, unless explicitly agreed otherwise.

5.3 Our prices only include the freight charges from loading to unloading locations, unless agreed otherwise..

5.4 Our prices do in any case not include

- inward clearance/clearance costs;
- VAT;
- levies;
- import duties;
- advance commission;
- costs relating to preparing customs or other documents;
- diesel oil surcharges;
- bunker surcharges;
- currency surcharges;
- surcharges for additional load and unloading addresses;
- Insurance.

If incurred separately, these costs will be charged to the client.

5.5 Our prices are based on locations that are accessible and passable. If during execution of the instruction it appears that accessibility is not good, we are entitled to increase the prices in accordance with the additional costs incurred in that respect.

5.6 Invoices are deemed to have been accepted and agreed by the client, if we have not received a written objection within 8 days of the invoice date.

5.7 The client undertakes to pay invoices within 30 days of the invoice date. If payment is not made within this term, the client is obliged to pay statutory commercial interest within the meaning of Section 119a of Book 6 of the Dutch Civil Code, on top of the principal sum.

5.8 The client is not entitled to set off any amounts of money that we charge him by virtue of any agreement concluded with him.

5.9 When the client fails to pay in time and we decide to collect money through legal or any other action, all costs yet to be incurred by us, as well as any costs connected to that, including extrajudicial collection costs, being 15% of the principal sum, will be payable by the client, without prejudice to the provisions in paragraph 2 of this article.

5.10 In case of cancellation by Customer of the Agreement within 24 hours prior to Melkweg|Fritom commences work under the Agreement Melkweg|Fritom shall be entitled to charge Customer seventy-five percent (75%) of the agreed transport rate.

## 6. Insurance

6.1 Insurance of whatever nature is provided only at the expense and risk of the client and only after written instruction and acceptance in that respect. The instruction to take out insurance must clearly state the risks against which the insurance must be taken out, as otherwise, the instruction may be regarded as not having been issued or not having been accepted. We are at all times entitled to refuse an instruction to take out insurance for compelling reasons..

6.2 The risk presented is accepted by the underwriter or insurer. We are unable to control this

6.3 We always recommend the purchase of a Goods Transport Insurance (see Hague Visby Rules).

