

## General Terms and Conditions of Albert van de Scheur De Hijs- en Transportspecialist BV

### Article 1. Definitions

- a. contractor: Albert van de Scheur De Hijs- en Transportspecialist B.V., being the user of these general terms and conditions;
- b. client: the natural or legal person with whom the contractor has entered into an agreement;
- c. parties: contractor and client.

### Article 2. Applicability

2.1 These general term and conditions apply to all the work of the contractor, including national and cross-border road transport, vertical transport, business removals, physical distribution, project management, forwarding and customs formalities, storage/garaging, preparing machines for export and the offering of work locations for machines.

2.2 The applicability of any general terms and conditions of the client or other general terms and conditions is expressly rejected.

2.3 Apart from and in addition to these general terms and conditions, the following specific conditions apply in line with the nature of the work:

- a. national road transport: the General Transport Conditions 2002 [*Algemene Vervoercondities 2002 (AVC)*] filed at the Registry of the District Courts in Amsterdam and Rotterdam;
- b. cross-border road transport: the convention on the Contract for the International Carriage of Goods by Road (CMR-convention) and, in supplementation of such, the above AVC;
- c. vertical transport (meaning work exclusively consisting of hoisting and lifting work by means of cranes and other lifting equipment such as mast climbing work platforms and lift shoes): the General Terms and Conditions of the Vertical Transport Association [*Algemene Voorwaarden van de Vereniging Verticaal Transport (VVT)*], filed with the Registry of the District Courts in Amsterdam and Rotterdam, with the exception of the Special Conditions (section B) included in such;
- d. assembly and/or disassembly, (electronic) connecting and/or disconnecting and/or treatment (in the widest sense of the word) of (industrial) machines, production lines and other objects which are the subject matter of the agreement, (internal) machine, production line, object, factory relocations (industrial relocation) and business removals: the General Terms and Conditions for Commercial Removals [*Algemene Voorwaarden voor Bedrijfsverhuizingen (AVB)*], filed at the Registry of the District Courts in Amsterdam and Rotterdam;
- e. physical distribution, including storage of goods: the Physical Distribution Conditions 2000, filed at the Registry of the District Courts in Amsterdam and Rotterdam.

All the conditions referred to above will be sent to you on request without charge. These conditions can also be downloaded from our website: [www.albertvdscheur.nl](http://www.albertvdscheur.nl) under the heading 'General conditions'.

2.4 In the event the provisions in these general terms and conditions conflict or depart from the specific conditions referred to above, the specific conditions prevail over the general terms and conditions.

### Article 3. Offers

3.1 Unless the contrary has been expressly agreed, all offers and quotes, in whatever form and by whoever made on behalf of the contractor, are completely without obligation and are valid for a period of three months or for the period as indicated in the offer. The offered prices are always exclusive of VAT and subject to changes in the interim if one or more elements determining the level of the prices, change.

3.2 The contractor is entitled to adjust its prices and rates in any year with a percentage equal to the CBS-index figure relating to the Consumer Price Index series all households (CPI, price index 2006 = 100) in the preceding year.

3.3 Any drawings, measurements or weights indications, catalogues or images used in the offer or quotations are not binding.

### Article 4. Payment

4.1 Unless otherwise agreed, the client is obliged to pay the invoices within 30 days after the invoice date in a manner to be indicated by the contractor in the currency stated on the invoice. The contractor is entitled to invoice regularly.

4.2 If the client fails to pay an invoice on time, the client is in default by operation of law. The client then owes interest of 1% per month, unless the statutory interest (ex section 6:119a Dutch Civil Code) is higher, in which case the statutory interest shall be payable. The interest on the due and payable sum shall be calculated from the moment the client is in default up and until the moment the amount due is paid in full.

4.3 The contractor is entitled to apply the payments made by the client in the first instance to settle costs, subsequently to settle the arrear interest and finally to settle the principal sum and accrued interest.

4.4 The contractor can, without being in default as a result, refuse an offer for payment if the client indicates a different order for the allocation of the payment. The contractor may refuse full payment of the principal sum if the arrear interest, accrued interest and collection costs are not paid at the same time.

4.5 The client is never entitled to offset the amount it owes the contractor.

4.6 If the client is in default or in breach of the (prompt) performance of its obligations, all reasonable costs to obtain payment extra-judicially are for the account of the client.

### Article 5. Complaints

5.1 Complaints relating to the services rendered/work carried out must always be conveyed immediately and verbally at the location where the services are rendered/the work is carried out to the site manager or representative of the

contractor and in writing at the latest on delivery of the work. After this period, any claim for rectification or compensation lapses.

**5.2** If the complaint is declared to be well-founded by the contractor, the contractor is only obliged to remedy the defect. In that case the client is not entitled to any further compensation.

**5.3** Complaints relating to defects that are not visible on delivery must be submitted in writing and by registered letter immediately after the client has observed these defects, or should reasonably have observed such, but at the latest within 1 month after delivery.

#### **Article 6. Insurance**

**6.1** The contractor complies with its statutory insurance obligation in accordance with the Civil Liability Insurance (Motor Vehicles) Act [*Wet Aansprakelijkheidsverzekering Motorrijtuigen (WAM)*].

**6.2** The contractor has taken out business and carrier's liability insurance. Any liability for events outside and beyond the cover of this insurance is excluded by the contractor.

**6.3** Unless otherwise agreed, the contractor does not take out CAR (construction all risks), assembly, goods (transport) insurance or different insurance for matters in respect of which the contractor has an agreement with the client. The client is expressly advised to take out an adequate CAR (construction all risk), assembly, goods (transport) insurance or different insurance for matters in respect of which the contractor has an agreement with the client.

#### **Article 7. Loss and liability**

**7.1** The determination and the level of liability of the contractor is as regards the specific work referred to in article 2.3 determined in accordance with the specific general terms and conditions referred to in that paragraph. In addition and insofar as this is not in conflict with this, all that is determined in this article applies.

**7.2** The determination and the level of liability of the contractor for all other work is determined in accordance with this article.

**7.3** The contractor is not liable for loss, of whatever nature, caused by the contractor proceeding on the basis of incorrect and/or incomplete information provided by or on behalf of the client

**7.4** Liability of the contractor is in all cases limited to maximum € 25,000 per event or a series of events with the same cause of the loss on the proviso that in the event of damage, depreciation or loss of the goods included in the order, liability is restricted to € 3.40 per kilo damaged or lost weight, also maximised up to € 25,000 per shipment.

**7.5** In addition, the contractor's liability is in all cases always limited to the amount of the pay-out by its insurer.

**7.6** The contractor is never liable for indirect loss, including consequential loss, loss of profit, lost savings and loss due to business interruption.

**7.7** The limitations of liability included in this article do not apply if the loss is the result of an intentional act or gross negligence by the contractor or its managerial subordinates.

#### **Clause 8. Indemnification**

**8.1** The client indemnifies the contractor against any claims by third parties who suffer loss in connection with the performance of the agreement and of which the cause is attributable to others than the contractor.

**8.2** If the contractor is held liable in this respect by third parties, the client is obliged to assist the contractor both in and out of court and immediately do all that which may be required from the client in that case. Should the client fail to take adequate measures, the contractor is entitled, without a notice of default being required, to take those itself. All costs and loss on the part of the contractor and third parties resulting from this are fully for the account and at the risk of the client.

#### **Article 9. Termination and suspension of the agreement**

**9.1** In the following cases the contractor is entitled to terminate the agreement, wholly or in part, with immediate effect, without any notice of default or recourse to the court being required or to suspend its obligations to perform:

a. the client attributable fails in the performance of its obligations under the agreement or other agreements resulting from such;

b in the event of a (provisional) moratorium, guardianship order or bankruptcy of the client;

c. in the event the client loses the unfettered control over its assets or otherwise has its assets seized;

d. in the event of force majeure or due to circumstances which are for the account and at the risk of the client and the work is disproportionately delayed as a result or can no longer take place or continue in a responsible and safe manner or if otherwise due to unforeseen circumstances the client can no longer demand the (unchanged) performance of the agreement from the contractor.

**9.2** If the contractor proceeds to suspend or terminate in accordance with article 9.1, it is not in any way whatsoever obliged to pay compensation for the loss and costs arisen as a result.

**9.3** If the termination is imputable to the client, the contractor is entitled to compensation for loss, which includes costs directly or indirectly arisen as a result.

#### **Article 10. Applicable law and disputes**

**10.1** All legal relationships to which the contractor is a party are exclusively governed by Dutch law even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship has its place of residence there. The applicability of the Vienna Sales Convention is excluded.

**10.2** The Court in the place of business of the contractor has exclusive jurisdiction to hear disputes, unless mandatory law prescribes otherwise. Nevertheless, the contractor is entitled to submit the dispute to the Court with jurisdiction according to the law.

**10.3** The Parties shall only revert to the Court after they have made every effort to resolve the dispute in mutual consultation.

**Article 11. Filing**

These general terms and conditions were filed with the Chamber of Commerce in Apeldoorn under number KVK01/3375167 on 06-12-2017.