JAN DE RIJK
LOGISTICS

General Terms and Conditions

JAN DE RIJK LOGISTICS

THAT'S HOW.

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Article 1 Definitions

1.1. The terms and expressions contained in these General Terms and Conditions shall have the following definitions:

Agreement	The agreement under which (an entity of) Jan de Rijk Logistics shall provide logistics services for the benefit of Customer.
AKV	The General Courier Conditions of Stichting Vervoeradres.
AVC	The General Transport Conditions 2002 of Stichting Vervoeradres.
CMR Convention	The Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1965, as amended by the Protocol to the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 5 July 1978.
COTIF-CIM Convention	The Convention concerning International Carriage by Rail (COTIF), signed in Bern on 9 May 1980, as amended by the Protocol of Vilnius of 1999 and its Appendix B regarding the Uniform Rules concerning the Contract of International Carriage of Products by Rail (CIM).
Customer	Any (legal) entity who has entered into or intends to enter into an Agreement with Jan de Rijk Logistics or any of its subsidiaries.
FENEX Conditions	The Dutch Forwarding Conditions of Fenex.
Free Waiting Time	A period of 30 minutes between the arrival of the truck at the location specified in the order and the moment the truck is ready for departure from that location.
General Terms and Conditions	The underlying set of general terms and conditions, the most recent version of which is available on the website of Jan de Rijk Logistics: www.janderijk.com/nl/general-conditions.
In Writing	By written agreement, letter or email.
Jan de Rijk Logistics	The group consisting of the following entities, both collectively and individually, including their legal successors and affiliates: - Jan de Rijk N.V., established and headquartered in Roosendaal, the Netherlands;

- J.A.M. de Rijk B.V., established and headquartered in Roosendaal, the Netherlands;
- Jan de Rijk Benelux B.V., established and headquartered in Roosendaal, the Netherlands;
- Jan de Rijk Contract Logistics B.V., established and headquartered in Roosendaal, the Netherlands;
- Jan de Rijk Customs B.V., established and headquartered in Roosendaal, the Netherlands;
- Jan de Rijk Deutschland GmbH, established and headquartered in Moerfelden-Walldorf, Germany;
- Jan de Rijk Freight Solutions B.V., established and headquartered in Roosendaal, the Netherlands;
- Jan de Rijk Hungary Logistics Ltd., established and headquartered in Vecsés, Hungary;
- Jan de Rijk Italia S.R.L., established and headquartered in Settala, Italy;
- Jan de Rijk Lease B.V., established and headquartered in Roosendaal, the Netherlands;;
- Jan de Rijk Logistics Bulgaria EOOD, established and headquartered in Sevlievo, Bulgaria;
- Jan de Rijk Logistics Poland Sp. z o.o., established and headquartered in Warsaw, Poland;
- Jan de Rijk Logistics Romania S.R.L., established and headquartered in Brasov, Romania;
- Jan de Rijk Logistics Ukraine L.L.C., established and headquartered in Kiev, Ukraine;
- Jan de Rijk Retail Belgium N.V., established and headquartered in Zaventem, Belgium;
- Jan de Rijk Service B.V., established and headquartered in Roosendaal, the Netherlands;
- Jan de Rijk Transport Ltd., established and headquartered in Hounslow, the United Kingdom;
- Jan de Rijk Vastgoed B.V., established and headquartered in Roosendaal, the Netherlands.

Montreal Convention The Convention for the Unification of Certain Rules for International Carriage by Air (1999).

PD Conditions The Physical Distribution Conditions of the Physical Distribution Group (TLN).

Waiting Time The period between the arrival of the truck at the location specified in the order and the moment the truck is ready for departure from that location, minus the Free Waiting Time.

Warsaw Convention Convention for the Unification of Certain Rules Relating to International Carriage by Air (1929).

1.2. The definitions listed in this provision include both the singular and the plural forms of the respective terms.

Artikel 2 Applicability

2.1. These General Terms and Conditions apply to all offers, quotations, assignments, agreements, and other legal relationships with Jan de Rijk Logistics.

2.2. In addition to these General Terms and Conditions, the following shall be applicable:

- In the case of international road transport, the CMR Convention and, additionally, the AVC;;
- In the case of national road transport, the AVC;
- In the case of intermodal/multimodal rail transport, the COTIF-CIM Convention;
- In the case of forwarding and customs activities, the FENEX Conditions;
- In the case of courier services, the latest version of the AKV;
- In the case of other logistics services not mentioned in this provision, including storage and distribution, the PD Conditions;
- The terms and conditions relating to specific services, agreed separately and in Writing.

In the event of a conflict, the separately agreed terms and conditions for specific services shall prevail.

2.3. The applicability of Customer's terms and conditions, regardless of their name, designation or the manner in which they have been provided, is explicitly rejected. By entering into an Agreement with Jan de Rijk Logistics, Customer expressly acknowledges this.

2.4. Jan de Rijk Logistics reserves the right to amend these General Terms and Conditions at any time. The amended General Terms and Conditions shall automatically replace the current version and shall apply immediately to all new and ongoing legal relationships with Jan de Rijk Logistics.

2.5. Any deviations from these General Terms and Conditions are only valid if agreed upon in writing. Such deviations shall apply only to the specific case for which they were agreed.

2.6. Failure or delay by Jan de Rijk Logistics in exercising any right or authority under these General Terms and Conditions shall not constitute a waiver of such right or authority, nor shall it prevent the further or future exercise thereof.

2.7. Should any provision of these General Terms and Conditions be or become partially void or nonbinding, Customer will be bound by the remaining (part(s) of the) provisions. Jan de Rijk Logistics will replace the void and nonbinding parts by provisions which will be valid and binding and the legal consequences thereof shall correspond as much as possible with those of the void and nonbinding part thereof.

Article 3 Offers, Quotations and Agreements

3.1. All offers, regardless of their form or designation, are non-binding. The term “offer” shall also include, but is not limited to, quotations, price lists, verbal offers, and statements made by representatives or employees of Jan de Rijk Logistics.

3.2. An Agreement shall only be concluded if and after Jan de Rijk Logistics has confirmed an offer in writing, after it has been accepted by Customer, and this confirmation has been signed by an authorized representative of Jan de Rijk Logistics.

Article 4 Termination

4.1. Jan de Rijk Logistics reserves the right to terminate an Agreement with immediate effect and without judicial intervention in the following cases:

- If Customer fails to pay an invoice from Jan de Rijk Logistics or fails to pay it on time, or fails to fulfil any other obligation under the Agreement or fails to fulfil it properly;
- If Customer, the group of which Customer is a part or an entity from that group decides to liquidate and/or cease operations, or if it applies for a moratorium on payments or is declared bankrupt;
- If Customer, the group of which Customer is a part or an entity from that group loses free control over its assets or, if Customer is a natural person, is placed under administration, placed under guardianship or dies.

4.2. In the aforementioned cases, any claim by Jan de Rijk Logistics against Customer and its legal successors shall become immediately due and payable, and Jan de Rijk Logistics shall be entitled to recover from Customer and its legal successors any damage and lost profit suffered by it as a result of the termination of the agreement.

4.3. Except for the cases mentioned in the preceding paragraphs, Jan de Rijk Logistics is at all times entitled to terminate an Agreement with three months' notice.

4.4. Customer is obligated to indemnify Jan de Rijk Logistics against claims from third parties relating to the termination of the Agreement pursuant to this article.

Article 5 Rates

5.1. All prices and rates are exclusive of fuel costs, VAT and toll charges.

5.2. The prices and rates are based on the actual costs of the services at the time the offer is made. If the costs increase for any reason, Jan de Rijk Logistics is entitled to increase its prices and rates with immediate effect and to include this increase in the prices and rates already in force.

5.3. The provisions of the previous paragraph also apply if the cost-increasing factors were foreseeable at the time the offer was made.

Article 6 Waiting Time

6.1. For all orders relating to transport activities, Jan de Rijk Logistics applies the Free Waiting Time. This Free Waiting Time commences at the time specified in the order, or at the time of arrival at the unloading or loading location if this is later than the aforementioned time. If Jan de Rijk Logistics arrives earlier than the agreed time, the Free Waiting Time only commences at the time specified in the order. If the Free Waiting Time is exceeded, Jan de Rijk Logistics is entitled to charge Customer for the Waiting Time.

6.2. The Waiting Time will be charged to Customer at a rate of € 20,00 per 15-minute increment.

6.3. The Waiting Time is 150% of the rate mentioned in the previous paragraph if the order is for a truck with a double crew.

6.4. When calculating the Waiting Time, the records of Jan de Rijk Logistics shall always prevail.

Article 7 Payment

7.1. Unless otherwise agreed in writing, payments must be made within thirty (30) days of the invoice date to the bank or giro account designated by Jan de Rijk Logistics

7.2. Payments must be made without any deductions. Customer may not, for any reason whatsoever, set off amounts owed to Jan de Rijk Logistics or suspend its payment obligations towards Jan de Rijk Logistics.

7.3. In the event that Customer acts in violation of the provisions of this article and Jan de Rijk Logistics incurs additional costs as a result thereof, Customer is obligated to reimburse Jan de Rijk Logistics for these costs. In such a case, any additional costs charged shall amount to a minimum of €200.00.

7.4. If Jan de Rijk Logistics has not received payment within the period specified in the first paragraph, Customer will automatically be in default without a formal notice of default being required, and the amount due will become immediately payable. In such a case, Customer shall owe the statutory interest pursuant to Section 6:119a of the Dutch Civil Code, as well as all collection fees made by Jan de Rijk Logistics.

7.5. All payments made by or on behalf of Customer after it has defaulted on its payment obligations will first be set off against the additional costs, statutory interest and collection costs owed before they can be used to satisfy the primary claim.

7.6. In the event that Customer acts in violation of the provisions of this article, Jan de Rijk Logistics shall be entitled, without prejudice to the provisions of Articles 4 and 7, to suspend the work still to be performed for the period during which Customer remains in default of its payment obligations.

Article 8 Security and Right of Retention

8.1. Jan de Rijk Logistics is entitled, prior to entering into an Agreement, to require Customer to provide security for the fulfilment of its obligations under the Agreement and the General Terms and Conditions.

8.2. Jan de Rijk Logistics is entitled to demand additional security during the term of the Agreement, including by means of a bank guarantee to be provided by Customer.

8.3. Jan de Rijk Logistics is entitled to assess the creditworthiness of Customer at any time. If the credit assessment shows that Customer's creditworthiness is not at an adequate level, Jan de Rijk Logistiscs is also entitled to demand additional security. If Customer is unable to provide sufficient security, Jan de Rijk Logistics may terminate the Agreement with immediate effect pursuant to Article 4.

8.4. Jan de Rijk Logistics is at all times entitled to obtain security by exercising its right of retention. Jan de Rijk Logistics is not liable for damage, regardless of its form, suffered by Customer or third parties as a result of Jan de Rijk Logistics exercising its right of retention.

Article 9 Liability

9.1. Insofar as the liability of Jan de Rijk Logistics is not governed by the conventions or conditions referred to in the second paragraph of Article 2, in particular the CMR Convention, Jan de Rijk Logistics shall only be liable for damage or loss resulting from defects in the work performed and services provided by it if it is proven or demonstrated by Customer that these defects are due to wilful misconduct or gross negligence on the part of Jan de Rijk Logistics.

9.2. Insofar as the limitation of liability is not governed by the conventions or conditions referred to in paragraph 2 of Article 2, the liability set out in the previous paragraph shall at all times be limited to the rate payable by Customer under the Agreement per transport or per service. In the absence of such a rate, the liability shall be limited to an amount of € 5,000.00 per event, with a maximum of € 15,000.00 per year. Customer shall indemnify Jan de Rijk Logistics against any and all claims from third parties that exceed Jan de Rijk Logistics' liability towards Customer under this article.

9.3. Jan de Rijk Logistics' liability for consequential damage suffered by Customer and/or third parties is fully excluded, regardless of the form of the consequential damage. Jan de Rijk Logistics can only be held liable for direct damage, under the conditions set out in this article.

9.4. The risk of loading and unloading activities at Customer's premises and/or those of third parties lies entirely with Customer, regardless of whether the loading and unloading activities are (also) carried out by Jan de Rijk Logistics. Jan de Rijk Logistics is not liable for any damage that may occur in such a case.

9.5. In the event that Jan de Rijk Logistics, acting in its capacity as carrier, unloads and stores the goods to be transported for reasons other than written instructions provided for that purpose, Jan de Rijk Logistics shall not be liable for damage to the aforementioned goods.

9.6. Any act or omission by any person, other than an act or omission by Jan de Rijk Logistics or its subordinates, which is committed with the intention of causing damage or recklessly and with the knowledge that such damage would probably result, does not deprive Jan de Rijk Logistics of the right to invoke any exclusion or limitation of its liability.

9.7. Customer is liable for all damage resulting from documents drawn up by Jan de Rijk Logistics under its own customs license on behalf of the Customer or a third party designated by the Customer, unless the damage is caused by wilful misconduct or gross negligence on the part of Jan de Rijk Logistics. In such a case, Jan de Rijk Logistics' liability is limited in accordance with the FENEX Conditions. Customer shall fully indemnify Jan de Rijk Logistics in this regard.

9.8. Customer indemnifies Jan de Rijk Logistics against any and all claims from third parties relating to product liability, including penalties under Regulation 2019/1020 and Regulation 2023/988 of the European Union.

Article 10 Force Majeure

10.1. Force majeure within the meaning of this article shall be deemed to be any circumstance over which Jan de Rijk Logistics has no reasonable control – regardless of whether this circumstance was foreseeable at the time of concluding the Agreement – and as a result of which Jan de Rijk Logistics is unable to properly perform its obligations under the Agreement. The following circumstances shall in all cases be regarded as force majeure:

- Abnormally high absenteeism due to illness;
- Fire;
- Technical malfunctions;
- Traffic obstructions;
- War conditions, including mobilisation and martial law;
- Social unrest, including terrorism, protests or riots;
- Strikes, including sit-ins;
- Natural disasters;
- Restrictive government measures, including import and export restrictions.

10.2. In the event of force majeure, Jan de Rijk Logistics shall not be liable for damage suffered by the Customer or third parties as a result of a breach of the Agreement.

10.3. In the event of force majeure, Jan de Rijk Logistics is entitled to suspend its obligations under the Agreement for the duration of the force majeure situation, or to terminate the Agreement. In both cases, Jan de Rijk Logistics is not liable for any damage suffered by the Customer or third parties.

10.4. If the force majeure situation has lasted for at least sixty (60) working days and Jan de Rijk Logistics has suspended its obligations under the Agreement during this period, Customer shall be entitled to terminate the Agreement, provided that it has notified Jan de Rijk Logistics in writing of its intentions in advance and has offered Jan de Rijk Logistics a final, reasonable period of time to comply. In such a case, Jan de Rijk Logistics shall not be obligated to pay any compensation or penalty to Customer.

Article 11 General Indemnification and Himalaya Clause

11.1. Customer is obligated to indemnify Jan de Rijk Logistics against claims from third parties relating to the non-fulfilment of its obligations under the law, the Agreement or the General Terms and Conditions.

11.2. If Jan de Rijk Logistics makes use of subordinates and auxiliary persons in the performance of the Agreement and these subordinates or auxiliary persons are held liable by Customer or third parties, they are entitled to invoke the same means and defenses – including any limitation or exclusion of liability – as Jan de Rijk Logistics.

Article 12 Privacy and Security

12.1. In fulfilling its obligations under the Agreement, it is possible that personal data will be processed by Jan de Rijk Logistics. The processing of personal data is subject to the General Data Protection Regulation of the European Union (hereinafter: 'GDPR') and the Dutch GDPR Implementation Act (hereinafter: 'GDPRIA'). Within the framework of this legislation, Jan de Rijk Logistics is considered a 'Processor'. Customer is the 'Controller'. Jan de Rijk Logistics will only process personal data in a lawful manner.

12.2. Given the nature of and risks associated with the processing of personal data, Jan de Rijk Logistics will ensure an adequate and appropriate level of security. However, the foregoing applies only insofar as the aforementioned data is managed by Jan de Rijk Logistics.

12.3. In the event that Customer provides personal data to Jan de Rijk Logistics through electronic means, Jan de Rijk Logistics is not liable for the content of this data, nor for the technical medium and/or technical connection used to provide it, nor for the level of encryption used by Customer to secure it.

12.4. Third parties who have access to personal data on behalf of Jan de Rijk Logistics for which Customer is the controller will only process this personal data after having obtained Customer's written consent to do so. The foregoing does not apply if there is a legal obligation underlying the processing of the personal data.

12.5. Jan de Rijk Logistics will cooperate with a request from Customer to change, transfer or delete personal data under its control, if there is a legal obligation to do so.

Article 13 Transferability

13.1. Customer is not permitted to transfer its rights and/or obligations arising from the Agreement concluded with Jan de Rijk Logistics to third parties.

13.2. Notwithstanding the first paragraph, the transfer of rights and/or obligations of the Customer to third parties is permitted with the express written consent of Jan de Rijk Logistics.

Article 14 Applicable Law and Dispute Resolution

14.1. All legal relationships between Jan de Rijk Logistics and the Customer are governed by Dutch law.

14.2. All disputes between Jan de Rijk Logistics and the Customer arising from or in connection with the Agreement, the performance under it, further agreements arising from it or on other grounds, shall be submitted exclusively to the competent court in Rotterdam, the Netherlands.