

GENERAL TERMS AND CONDITIONS

of

J.A.M. de Rijk B.V.
Jan de Rijk Service B.V.
Jan de Rijk Lease B.V.
Jan de Rijk Vastgoed B.V.
Jan de Rijk Contract Logistics B.V.
Jan de Rijk Freight Solutions B.V.
Jan de Rijk Benelux B.V.

registered office and place of business in Roosendaal
filed with the Chamber of Commerce in Breda

Jan de Rijk Intermodal B.V.

registered office and place of business in Swalmen
filed with the Chamber of Commerce in Roermond

Jan de Rijk Automotive Warehousing B.V. **Jan de Rijk Assembly B.V.**

registered office and place of business in Geldrop
filed with the Chamber of Commerce in Eindhoven

Hereinafter jointly referred to as "Jan de Rijk Group".

The agreement is concluded with or an order is given to an individual Jan de Rijk company as mentioned above.

1. Applicability

- 1.1 The following General Terms and Conditions apply to all offers, quotes, agreements and orders awarded by Jan de Rijk Group. These General Terms and Conditions also apply to all legal relationships between Jan de Rijk Group and the client. Jan de Rijk Group comprises the private limited liability companies mentioned above and their legal successors or a sister company associated with J.A.M. de Rijk B.V. that enters into the legal relationship with the client and has declared these General Terms and Conditions to be applicable.
- 1.2 If any provision(s) of these General Terms and Conditions or of an agreement concluded subject to these General Terms and Conditions, should not, in the opinion of the Court, be valid or legally valid, the other provisions remain in full force, unless the invalidity or legal invalidity affect the essence of the agreement and the client agrees that the provision(s) concerned is (are) converted into a legally acceptable provision of which the contents and purport correspond as closely as possible to the void provision(s).
- 1.3 By the mere fact of awarding an order to Jan de Rijk Group, the client waives any existing terms and conditions on its part, by whatever name and in whatever way they have been filed, so that only these General Terms and Conditions apply to all agreements; the applicability of the client's terms and conditions is explicitly rejected.
- 1.4 Changes to or deviations from these General Terms and Conditions are only effective if they have been agreed in writing. They will then apply only to the one specific case to which they relate.
- 1.5 In these General Terms and Conditions, "client" means any legal person or natural person who has concluded, or who wishes to conclude, an agreement with Jan de Rijk Group.

- 1.6 The following are applicable in addition to these General Terms and Conditions:
- a. in the case of international road transport: the CMR convention and, in addition, the most recent version of the Dutch General Transport Conditions (AVC) [*Algemene Vervoer Condities (NL)*];
 - b. in the case of multimodal transport: intermodal/multimodal transport by rail (IMS) is governed by the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 as well as the Uniform Rules to the Convention concerning the Contract of International Carriage of Goods by Rail (CIM Appendix B) as amended by the Protocol of 3 June 1999 (the COTIF-CIM conditions);
 - c. in the case of national transport by road within the Netherlands: the AVC, most recent version;
 - d. in the case of shipment (arranging transport) and carrying out customs formalities: the most recent version of the Dutch Forwarding Conditions (FENEX);
 - e. in the case of storage and physical distribution, where such activities are not mentioned under a, b, c or d: the most recent version of the Physical Distribution Conditions (TLN);
 - f. in the case of courier services: the General Terms and Conditions for courier services (AVK), most recent version;
 - g. General Terms and Conditions relating to specific services that have been agreed upon separately in writing.

The separately agreed General Terms and Conditions for specific services will prevail in the event of any conflict, to the extent permitted by law.

- 1.7 The term "written" means: by letter, by email or otherwise by electronic means.
- 1.8 The term "order" means all requests from clients, following which the individual Jan de Rijk company has accepted the request.
- 1.9 The term "sister company" means the sister company of the individual Jan de Rijk company as mentioned on page 1 of these General Terms and Conditions.

2. Offers, quotes, agreements

- 2.1 All offers and quotes, either in the form of tariff lists or otherwise, including verbal offers and quotes and other statements made by representatives and/or employees of Jan de Rijk Group, are without any obligation.
- 2.2 An agreement is concluded only if and after Jan de Rijk Group has confirmed an order in writing and it has been signed by an authorised representative of Jan de Rijk Group. In addition, an agreement is concluded if and when Jan de Rijk Group has confirmed an order by email.

3. Prices/Tariffs

- 3.1 All prices/tariffs are exclusive of VAT unless explicitly agreed otherwise in writing.
- 3.2 The prices/tariffs are based on cost prices that apply at the time of the offer. If these cost prices have increased since the date of the offer due to an increase in fuel prices, wages, insurance premiums or charges imposed by the government, then Jan de Rijk Group is entitled to pass on this increase in its prices/tariffs.
- 3.3 The provisions of the paragraph above also apply if these cost-increasing factors were foreseeable at the time the agreement was concluded.

4. Cancellation ("Opzegging") of the agreement

- 4.1 Jan de Rijk Group retains the right to cancel ("opzeggen") the agreement(s) with the client immediately without judicial intervention if the client:
- fails to pay, or pay on time, an invoice issued by Jan de Rijk Group, or otherwise fails to fulfil any obligation under the agreement, or to fulfil it properly or on time;

- decides to liquidate and/or cease its business operations or is declared bankrupt or applies for suspension of payments;
- loses the free disposal over its assets, or, if the client is a natural person, is placed under administration or under guardianship, or dies.

4.2 In all these cases, any claim against the client is immediately due and payable and Jan de Rijk Group is authorised to recover from the client any damage it has suffered and profit it has lost as a result of the termination of the agreement.

4.3 The client is obliged to indemnify Jan de Rijk Group against third party claims as a result of the termination of the agreement.

5. Professional liability, liability and risk

5.1 Insofar as the liability of Jan de Rijk Group is not determined by the General Terms and Conditions or the CMR convention mentioned in article 1, paragraph 6, Jan de Rijk Group is only liable for damage or loss resulting from any defects in the work it has performed if the client has proved or demonstrated that they can reasonably be attributed to Jan de Rijk Group or that Jan de Rijk Group is to blame for them and they could have been prevented if a normal level of attentiveness and precision had been observed.

5.2 Insofar as the limitation of liability is not determined by the General Terms and Conditions, the AVC conditions or the CMR convention mentioned in article 1 paragraph 6, the liability set out in the previous paragraph is, in any case, limited to the freight and/or tariff owed by the client per transport or per activity and, in the absence of such freight and/or tariff, the liability is, in any case, limited to €5,000 per event, with a maximum of € 15,000 per year, while the client explicitly indemnifies Jan de Rijk Group against all third-party claims that exceed the liability that Jan de Rijk Group has towards the client.

5.3 Liability for trading loss or consequential loss on the part of the client or third parties is in any case fully excluded. Jan de Rijk Group can only be held liable for direct damage.

5.4 Risks associated with loading and unloading at the site of the client or third parties are borne solely by the client, irrespective of whether this loading and unloading is carried out wholly or partially by Jan de Rijk Group, so that Jan de Rijk Group is not liable for any damage that may occur at that time.

5.5 In the event that items to be transported by Jan de Rijk Group, in its capacity as transporter, are temporarily unloaded and stored, Jan de Rijk Group is **not** liable for any damage to those items for reasons other than an instruction given for this purpose in writing. In the context of such storage, the transport regime continues to apply and the liability of Jan de Rijk Group during that period is the same as that of a transporter.

5.6 An act or omission by whomever, except by Jan de Rijk Group itself or its managing subordinates, which is done either with the intention to cause damage or recklessly and with the awareness that this damage would probably follow from it, does not deprive Jan de Rijk Group of its right of appealing to any exclusion or limitation of its liability.

5.7 The client is liable for all damage resulting from documents drawn up by Jan de Rijk Group under its own customs licence for the benefit of the client or drawn up by a third party appointed by the client, unless this damage is caused by mistakes made by Jan de Rijk Group. In that case, the liability of Jan de Rijk Group is limited in accordance with the Dutch Forwarding Conditions. The client will indemnify Jan de Rijk Group fully in this respect.

6. Privacy

6.1 Personal data to be processed by Jan de Rijk Group in the performance of its services come under the General Data Protection Regulation or "GDPR" (in Dutch: "Algemene verordening gegevensbescherming ("AVG")), and the GDPR Implementation Act (in Dutch: "Uitvoeringswet AVG" ("UAVG")), the client being deemed to be the "data controller" and Jan de Rijk Group the "processor" according to the terminology of the Act.

- 6.2 Jan de Rijk Group will ensure a suitable level of security in view of the risks presented by the processing and the nature of the personal data to be protected. However, this only applies if and insofar as these data are present in the systems or infrastructure of Jan de Rijk Group. If the client provides data to Jan de Rijk Group electronically, Jan de Rijk Group is not liable for the content of the data, nor for the technical medium, the technical connection and/or the encryption used by the client.
- 6.3 Jan de Rijk Group guarantees that anyone who acts under the authority/on the instructions of Jan de Rijk Group, insofar as they have access to personal data for which the client is the data controller, will only process these data on the prior written instructions of the client, subject to differing statutory obligations. Jan de Rijk Group guarantees that it will only process personal data in an entirely lawful manner.
- 6.4 If, within the scope of a statutory obligation, for example by virtue of the GDPR, the client is required to modify, delete or relinquish data stored in the systems of Jan de Rijk Group, Jan de Rijk Group will assist in this as much as possible.

7. Payment

- 7.1 Unless agreed otherwise in writing, all payments must be made within 30 days after the invoice date, into a bank or giro account to be designated by Jan de Rijk Group.
- 7.2 All payments must be made without any setoff or compensation. The client may not suspend payment for any reason whatsoever. If the client acts in contravention of the provisions of this article, it will be obliged to pay all costs incurred by Jan de Rijk Group as a result of this, with a minimum amount of € 200.
- 7.3 If Jan de Rijk Group has not received the amount of the invoice from the client within the period of 30 days, the client will owe statutory interest on this amount in accordance with article 6:119a of the Dutch Civil Code.
- 7.4 If an invoice has not been paid within the period of 14 days of expiry of the period mentioned in article 7.3, the client is obliged to pay all immediately due and payable judicial and extrajudicial collection costs not open to judicial mitigation incurred by Jan de Rijk Group. The extrajudicial collection costs will be a minimum amount of € 250. For a principal sum of up to € 10,000, these amount to 25% of the principal sum. For a principal sum of up to € 100,000: this is € 2,500 plus 10% of the principal sum minus € 10,000. For more than € 100,000: this is € 11,500 plus 5% of the principal sum minus € 100,000.
- 7.5 All payments made by or on behalf of the client will first be applied in respect of the interest and costs due and will then be applied in respect of the principal sum.
- 7.6 If the client fails to pay a partial order, Jan de Rijk Group is entitled to suspend the remaining orders still to be performed for the period of time during which the client leaves a due and payable invoice or partial invoice unpaid, without prejudice to the right to definitively terminate the order after a notice of default and to request payment of the total amount claimable by Jan de Rijk Group up to that moment, without prejudice to the right to compensation in accordance with the provisions of article 4.2.

8. Security and right of retention

- 8.1 Before entering into an agreement, Jan de Rijk Group is entitled to request security from the client for the fulfilment of both the financial and other obligations.
- 8.2 In addition, Jan de Rijk Group is entitled to request additional security during the performance of the agreement with regard to transport, storage and distribution, for example by means of bank guarantees to be provided by the client, or to obtain security by exerting its right of retention. This means the retention, at the expense and risk of the client, of all goods and documents with a monetary value, for the amount still owed by the client in connection with this agreement and in connection with previous agreements irrespective of whether these goods belong to the client or third parties.

8.3 Jan de Rijk Group is never liable for the damage arising for the client from the right of retention exercised by Jan de Rijk Group.

9. Suspension and termination

9.1 Force majeure also includes the situation where Jan de Rijk Group, due to extraordinary circumstances, such as abnormally high rates of absence due to sickness, sit-ins, lockout, fire, technical malfunctions in the company, internet disruptions, traffic obstructions, shortage of material, extreme weather conditions, mobilisation, state of siege, commotion, riots or strikes, import or export restrictions and other government measures or regulations and, moreover, any circumstances on which Jan de Rijk Group cannot reasonably exert any influence even if these circumstances were foreseeable at the time of conclusion of the agreement, is not in a position to carry out the order in accordance with the agreements made.

9.2 In the event of force majeure, Jan de Rijk Group is entitled to suspend fulfilment of the agreement without judicial intervention for the duration of the situation of force majeure, or to terminate the agreement, without Jan de Rijk Group being obliged to pay the client or third parties any compensation or penalty.

9.3 If a suspension lasts more than 60 working days, the client is also entitled to dissolve the agreement after granting Jan de Rijk Group a last reasonable deadline in writing.

9.4 In the case of termination as mentioned above, Jan de Rijk Group is not obliged to pay the client any compensation or penalty.

9.5 Jan de Rijk Group is at all times entitled to carry out a credit check on the client in order to establish the client's creditworthiness. If this credit check shows that the client has a higher risk of defaulting on payments, then Jan de Rijk Group is entitled to request additional securities. If Jan de Rijk Group believes that sufficient security cannot be provided, then Jan de Rijk Group has the right to suspend or dissolve its obligations under the agreement entered into, after which all outstanding claims against the client are immediately due and payable.

10. Transferability

The client is not permitted to transfer its rights and/or obligations arising from the agreement concluded with Jan de Rijk Group to third parties. Transfer of rights and/or obligations is only possible after the client has informed Jan de Rijk Group of this and has obtained Jan de Rijk Group's explicit written consent.

11. Disputes and applicable law

11.1 All agreements and the resulting legal relationship between Jan de Rijk Group and the client are governed by Dutch law.

11.2 All disputes between the client and Jan de Rijk Group arising from or in connection with the agreement or its performance, or from further agreements which are a consequence of such an agreement or for any other reason whatsoever, will be settled exclusively by the competent court of Rotterdam. Based on mandatory law, another court may have additional competence.

12. General indemnification and Himalaya clause

12.1 A client who fails to comply with any obligation imposed on it by law or by these General Terms and Conditions is obliged to indemnify Jan de Rijk Group against all damage that Jan de Rijk Group may suffer as a result of the non-compliance with that obligation, if Jan de Rijk Group receives a claim from a third party in connection with the performance of the activities.

12.2 If subordinates of Jan de Rijk Group, and persons whose services are used by Jan de Rijk Group for the performance of the activities, are held liable in connection with those activities, these persons may invoke any limitation and/or exclusion of liability which Jan de Rijk Group can claim by virtue of these General Terms and Conditions or any other statutory or contractual provision.

