

GENERAL TERMS AND CONDITIONS

of

Jan de Rijk Benelux B.V.
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 Fresh Logistics B.V.
Jan de Rijk Retail B.V.
Jan de Rijk Warehousing B.V.

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

Jan de Rijk Intermodal B.V.
Har Vaessen Expeditie B.V.

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

Omega Logistics B.V.
registered office and place of business in Houten
filed with the Chamber of Commerce in Utrecht

Jan de Rijk Automotive B.V.
Jan de Rijk Automotive Transport B.V.
Jan de Rijk Automotive Warehousing B.V.
Jan de Rijk Assembly B.V.
Jan de Rijk Integrated Logistics B.V.
Jan de Rijk Automotive Verhuur 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”.

1. Applicability

- 1.1 The following General Terms and Conditions apply to all offers, quotes, agreements and granted assignments of the Jan de Rijk Group. In the Jan de Rijk Group are included the above mentioned companies and its successors and / or any sister company of J.A.M. de Rijk B.V. that concluded a legal relationship with a client and which company has declared these terms and conditions applicable.
- 1.2 If any provision(s) in these General Terms and Conditions or an agreement concluded subject to these General Terms and Conditions, should appear not to be (legally) valid in the opinion of the Court, the other provisions remain in full force, unless the (legal) invalidity affects 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 are as closely in line as possible with the void provision(s).
- 1.3 By the mere fact of giving an assignment to Jan de Rijk Group, the client waives the applicability of his own general terms and conditions filed under whatever name and in whatever manner, so that only these General Terms and Conditions apply to all agreements; any applicability of the client's general terms and conditions is expressly rejected.

- 1.4 Changes to and deviations from these General Terms and Conditions are only valid if they have been agreed between Parties in writing. These changes and deviations then only apply to the sole specific case to which they relate.
- 1.5 In these General Terms and Conditions, the term “Client” refers to each (legal) person who has entered into an agreement with Jan de Rijk Group, or wishes to conclude an agreement with Jan de Rijk Group respectively.
- 1.6 In addition to these General Terms and Agreement the following applies:
- a. to international road transport: the CMR Convention and, in addition thereto, the latest version of the AVC;
 - b. to intermodal transport: the general terms and conditions of the UIRR, latest version;
 - c. to national transport: the latest version of the AVC;
 - d. to rail transport: the latest version of the CIM;
 - e. to shipment (forwarding) and the performance of custom formalities: the latest version of the Dutch Forwarding Conditions (FENEX);
 - f. to storage and physical distribution not consisting of the work activities described under: the latest version of the Physical Distribution Conditions (TLN);
 - g. to courier services: the General Conditions for Courier services (AVK), latest version;
 - h. to specific services relating to separate general terms and conditions agreed in writing.

In case of conflicting provisions – as far as permitted by law – the General Terms and Conditions of Jan de Rijk Group will prevail.

- 1.7 The term “written” means: by letter, fax or e-mail or electronically in another manner.

2. Offers, quotes, contracts

- 2.1 All offers and quotes, both in the form of rate lists or otherwise, including oral offers and quotes and other statements made by representatives and/or employees of Jan de Rijk Group, are without commitment.
- 2.2 An agreement is effected only if and after a representative authorised for this purpose by Jan de Rijk Group has signed and confirmed an order in writing.
- 2.3 Complaints with respect to the order confirmation should be in the possession of Jan de Rijk Group no later than within 3 days after the date of the order confirmation.

3. Prices / Rates

- 3.1 All prices / rates are exclusive of VAT, unless explicitly agreed otherwise in writing.
- 3.2 The prices / rates are based on the costs 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 of prices for fuel, wages, insurance premiums and tax burden, then Jan de Rijk Group is entitled to apply this increase to prices / rates.
- 3.3 The stipulation set out in the previous paragraph also applies if these cost price increasing factors were foreseeable at the time the agreement was entered into.

4. Termination of Agreement

- 4.1 Jan de Rijk Group retains the right to immediately terminate the agreement(s) with the client without juridical intervention if the Client:
- Does not, or not timely, pay the invoice of Jan de Rijk Group, or does not properly or timely comply with any other obligation in the contract;
 - Decides to liquidate and/or stop its business operations or is declared bankrupt or applies for a suspension of payments;
 - Loses the free disposal over its assets or, if the client is a natural person, is placed under guardianship or administration, or dies.

- 4.2 In all these cases each claim to the client will be immediately due and payable and Jan de Rijk Group will be entitled to claim full compensation of damage and loss of profit from the client. This loss will be equal to 50% of the agreed price, with a minimum of € 200 (exclusive of VAT). The "loss of profit" item will at least be equal to the statutory commercial interest pursuant to Section 6:119 a Dutch Civil Code, without prejudice to the right of Jan de Rijk Group to claim full compensation.
- 4.3 Client is obliged to indemnify Jan de Rijk Group against claims of thirds resulting from termination of the contract.

5. (Professional) Liability and Risk

- 5.1 Insofar as the liability of Jan de Rijk Group is not determined on the hand of the general terms and conditions set out in article 1 paragraph 6 of the CMR Convention, Jan de Rijk Group is only liable with regard to professional errors if the client has proved or demonstrated that these are reasonably attributable to Jan de Rijk Group and could have been prevented when a normal level of attentiveness and precision had been observed.
- 5.2 Insofar as the limitation of liability is not determined by the general conditions set out in article 1 paragraph 6 of the CMR Convention, the liability stipulated in the previous paragraph is in any case limited to the freight and/or rate owed by the client per transport or per activity, and if such freight and/or rate is lacking, the liability is in any case limited to the amount that can be claimed under the heading of the liability insurance, increased by the amount of the excess according to the relevant policy, while the client expressly safeguards Jan de Rijk Group from any further claims of thirds.
- 5.3 Liability for trading loss or consequential loss on the side of the client is in any case fully excluded.
- 5.4 The risk of loading and unloading at the client and thirds is entirely for the client, irrespective of whether this loading or unloading is (also) carried out by Jan de Rijk Group, so that Jan de Rijk Group is not liable for any occurring damage. This exclusion of liability also applies to all packing material also including containers and such.
- 5.5 If the goods transported or to be transported are temporarily stored by Jan de Rijk Group in its capacity as shipper, under another heading than an order issued in writing, Jan de Rijk Group is **not** liable for any damage to these goods. It is expressly stipulated that such a form of storage is not deemed as safekeeping in the sense of Section 600 et seq Book 7 Dutch Civil Code. Furthermore, in those cases in which Jan de Rijk Group, in spite of the above, appears to be liable on the basis of a court decision with regard to any loss as a result of unloading and temporary storage, then the amount to be paid out is limited to a maximum of € 2,000 per incident.
- 5.6 An action or omission thereof by anyone except by Jan de Rijk Group itself or its managers and employees, which takes place either with the intention of causing loss, or reckless and with the knowledge that this loss would probably follow therefrom, does not deprive Jan de Rijk Group of the right to claim any exclusion or limitation of its liability.
- 5.7 Client is liable for all loss following from documents drawn up under Jan de Rijk Group's own custom's authorisation for the client or by a third indicated by client, unless this loss is caused by mistakes made by Jan de Rijk Group. Client will indemnify Jan de Rijk Group fully in this respect. Jan de Rijk Group is entitled to pass on interest and costs with a minimum amount of € 100 to the client.

6. Privacy and security

- 6.1 The personal details processed by the Jan de Rijk Group for the performance of services, are subject to the "*Wet bescherming persoonsgegevens*" [Personal Data Protection Act] (hereinafter: "Wbp"), while according to the terminology used in this act the Client is deemed the "person responsible" and Jan de Rijk Group is deemed "processor".
- 6.2 Jan de Rijk Group will ensure a suitable security level with regard to the risks which accompany the processing and the nature of personal data. However, this only applies if and insofar as present in the system and infrastructure of Jan de Rijk Group. If the Client uses electronic means to give Jan de Rijk

Group data, then Jan de Rijk Group is not liable for the contents of the data, nor for the technical medium, the technical tying and/or the encryption used by the client.

- 6.3 Jan de Rijk Group guarantees that anyone who acts under the authority/on behalf of Jan de Rijk Group, for as far as he/she has access to personal data for which the Client is responsible, only processes this data after a prior written order from the Client, without prejudice to any contrary statutory obligations. Jan de Rijk Group guarantees that it will process personal data only in an entirely lawful manner.
- 6.4 If, in the context of a statutory obligation, for instance on the grounds of the Wbp, the Client must change, remove or provide data stored in the systems of Jan de Rijk, then Jan de Rijk Group will be as helpful as possible in this respect.

7. Payment

- 7.1 Unless otherwise agreed in writing, all payments must be made within 14 days after the invoice date, by transfer to a bank or giro account to be indicated by Jan de Rijk.
- 7.2 All payments must be made without any setoff or compensation. The client is not permitted to suspend his payment for whatever reason. If the client acts contrary to the stipulations in this article, he must pay all the costs incurred by Jan de Rijk in this respect with a minimum amount of € 200.
- 7.3 If Jan de Rijk Group has not received the invoiced amount from the client within the term of 14 days, then client owes statutory interest over this amount on the basis of Section 6:119 a Dutch Civil Code.
- 7.4 If an invoice is not paid within the term of 14 days after the lapsing of the term mentioned article 7.3, the client is obliged to pay the total amount of all immediately due and payable (extra) juridical collection costs, which is not open to mitigation, incurred by Jan de Rijk Group. The (extra) juridical collections costs have a minimum amount of € 250. In case of a principal amount up to € 10,000 this amounts to a maximum of 25% of the principal amount. For a principal amount up to € 100,000: € 2,500 increased by 10% of the principal amount minus € 10,000. For principal amounts higher than € 100,000: € 11,500 increased by 5% of the principal amount minus € 100,000.
- 7.5 All payments made by or on behalf of the client will first be applied in respect of the costs and interest due and further in respect of the principal amount of the older outstanding invoice.
- 7.6 If the client is in default with respect of payment for a partial order, Jan de Rijk Group will be entitled to suspend the other orders to be delivered by the period during which the client has failed to pay an invoice (for parts of services) rendered that is due and payable, without Jan de Rijk Group's right to definitively terminate the assignment after notice of default and demand payment of any and all claims that Jan de Rijk Group has until that time, without prejudice to the right to claim compensation in conformity with the provisions in 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 compliance with the financial and other obligations.
- 8.2 In addition, during the performance of the contract related to transport, storage and distribution, Jan de Rijk Group is entitled to request additional security such as bank guarantees to be provided by the client, or to obtain security by exerting its retention right. This means the retaining of all goods and documents with a monetary value at the account and risk of the client for the amount owed by the client in connection with the relevant contract and in connection with prior contracts irrespective of whether these goods are owned by client or thirds.
- 8.3 Jan de Rijk Group is never liable for loss following from the retention right exerted by Jan de Rijk Group.

9. Suspension and Termination

- 9.1 Force majeure is taken to include a situation in which de Jan de Rijk Group, as a result of exceptional circumstances such as unusually high absenteeism due to illness, strike, sit-down strikes, lockouts, fire, technical malfunctions in the company, Internet disruptions, traffic impediments, scarcity of material, extreme weather conditions, mobilisation, state of siege, internal civil commotions, import and export restrictions and other government measures or regulations and furthermore all circumstances on which Jan de Rijk Group cannot exercise influence, even if these circumstances were foreseeable at the time of the conclusion of the agreement, is not able to perform the contract in accordance with the agreements made.
- 9.2 In case of force majeure Jan de Rijk Group is entitled to suspend the performance of the contract without legal intervention as long as the situation of force majeure continues to exist, or to terminate the contract, without Jan de Rijk Group being liable to pay any compensation or penalty to the client or thirds.
- 9.3 However, if the suspension lasts longer than 60 work days, the client is entitled to terminate the contract after granting Jan de Rijk Group a last reasonable term in writing.
- 9.4 Upon termination as referred to 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 perform a credit test in order to check the creditworthiness of the client. If this credit test shows that the client has a higher risk of default, then Jan de Rijk Group is entitled to request additional securities. If, in the opinion of Jan de Rijk Group, sufficient securities cannot be provided, then Jan de Rijk Group is entitled to suspend its obligations under the contract or terminate the contract. After this, all the outstanding claims maintained towards the client will be immediately due and payable.

10. Transfer

- 10.1 The client is not permitted to transfer his rights and/or obligations following from the contract concluded with Jan de Rijk Group to thirds.
- 10.2 Transfer of rights and/or obligations is only possible after the client has informed Jan de Rijk Group thereof and after Jan de Rijk Group has granted its express written permission.

11. Disputes and Applicable Law

- 11.1 All contracts and the legal relationships following therefrom between Jan de Rijk Group and client are governed by Dutch Law.
- 11.2 All disputes between client and Jan de Rijk Group arising from or in connection with the (performance of) the contract or further agreements which may follow therefrom or under whatever heading will exclusively be adjudicated by the competent Court of Zeeland-West-Brabant.
- 11.3 If a claim is made against Jan de Rijk Group in a country in which the competence mentioned above is not regarded as binding, then the disputes on which such claim is based will be adjudicated with the applicability of Dutch Law to Arbitration in Rotterdam in accordance with the TAMARA Arbitration regulations (www.tamara-arbitration.nl).

12. General indemnification and Himalaya clause

- 12.1 The Client who did not comply with any obligation imposed on him by law or these general terms and conditions is obliged to indemnify Jan de Rijk Group against all loss which Jan de Rijk Group could suffer as a result of this non-compliance, if Jan de Rijk Group is held liable by a third in connection with the performance of those work 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 its work, are called to account with regard to this work, these persons can claim any limitation and/or exclusion of liability which Jan de Rijk Group can claim under the heading of these general terms and conditions or any other statutory or contractual provision.

