

GENERAL TERMS AND CONDITIONS OF REESINK LOGISTIC SOLUTIONS B.V.

Company Registration No: 09141493

Version: September 2020

A. General

1. Applicability of the general terms and conditions

- 1.1 These general terms and conditions apply (and shall be deemed to be incorporated in) to any agreement concluded by Reesink Logistic Solutions B.V. ("**Contractor**") and its counterparty ("**Client**").
- 1.2 These general terms and conditions consist of the following sections:
 - Section A: General
 - Section B: Purchase of Goods
 - Section C: Warehouse Solutions
 - Section D: Supply of Services
- 1.3 Section A applies to every agreement. Sections B to D inclusive apply when a Purchase of Goods (B), Warehouse Solutions (C) and/or a delivery of Services (D) is involved.
- 1.4 For purposes of these general terms and conditions, "**Goods**" shall mean all products, items, or other deliverables, including software or other deliverables resulting from Services rendered, not solely consisting of Services, to be provided by or on behalf of Contractor under the agreement; "**Services**" shall mean all activities, not being delivery of Goods, to be performed by or on behalf of Contractor under the agreement and "**Good**" and "Services" shall be construed accordingly; and "**Warehouse Solution**" shall mean a total solution for Client's warehouse, consisting of a combination of Goods and Services.
- 1.5 In the event of a conflict between an agreement's provisions and the provisions of these general terms and conditions, the agreement's provisions shall prevail. In the event of a conflict between the provisions of Section A: "General" and another section of these general terms and conditions, the provisions of the other section shall prevail.

2. Quotations

- 2.1 All Contractor's quotations and offers are non-binding. The Client cannot derive any rights from advice and information provided by Contractor that is not directly related to the contract.
- 2.2 Unless otherwise agreed in the quotation, the validity of Contractor's quotation is 3 months.
- 2.3 If the Client provides Contractor with information, Contractor may assume that it is accurate and complete when implementing the agreement.
- 2.4 The Client indemnifies Contractor against any third-party claims related to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of the Client. The Client will compensate Contractor for all damage suffered by Contractor, including all costs incurred for defence against these claims.

3. Quality

- 3.1 Contractor warrants that the Goods it supplies to the Client conform to the agreement's specifications, provided the Client uses them in a normal and customary manner in accordance with Contractor's rules and the purpose for which the Goods have been manufactured.
- 3.2 Goods are supplied with manuals, instruction booklets and similar documentation. These documents constitute part of the agreement. If it emerges during use that these documents are absent, the Client shall request them from Contractor.
- 3.3 The Client shall carefully study the documents referred to in clause 3.2 before using the Goods, shall cause its staff working with the Goods to do likewise and shall use the Goods (or cause them to be used) in accordance with these documents. Contractor shall not be liable for damage if the Client fails to fulfil its obligations under this clause.
- 3.4 If the Client puts supplied Goods into use, the Goods will be deemed to conform to the agreement.
- 3.5 The Client must report defects in writing no later than 14 days after it has or should have discovered them.
- 3.6 To enable the agreement's correct execution, the Client shall supply Contractor all relevant information in good time, whether or not on request. The Client is aware that Contractor shall fulfil its obligations under the agreement on the basis of the information it supplies to Contractor and the Client warrants this information's accuracy.
- 3.7 Except for the express warranties set forth in the agreement and elsewhere in these general terms and conditions, Contractor disclaims all other warranties, whether express, implied, or statutory, including, all implied warranties of merchantability, fitness for a particular purpose, warranties arising under usage of trade or course of dealing, non-infringement and title regarding or relating to

any part of the Goods and/or Services furnished or provided to the Client under the agreement.

4. Delivery and ownership

- 4.1 Contractor delivers ex works (Incoterms 2010). The delivery times stated by Contractor are indicative. If a delivery time and/or performance period is/are exceeded, this will in no event entitle the Client to damages or termination.
- 4.2 Delivery takes place when Contractor, at its business location, makes the Goods available to the Client and has informed the Client that the Goods are at its disposal. From that time onwards, the Client bears the risk in the Goods in terms of storage, loading, transport and unloading among others.
- 4.3 The Client and Contractor may agree that Contractor will be responsible for the transport. In that case too, the Client bears the risk of, inter alia, storage, loading, transport and unloading. The Client can insure itself against these risks.
- 4.4 If a Good is exchanged and the Client retains the Good to be exchanged pending delivery of the new Good, the risk of the Good to be exchanged remains with the Client until the time that it hands over the Good to Contractor. If the Client is unable to deliver the Good to be exchanged in the condition in which it was when the agreement was concluded, Contractor may terminate the agreement, such termination being without prejudice to any other remedies available to Contractor.
- 4.5 Contractor may execute the agreement through partial deliveries.

5. Security

- 5.1 Irrespective of the agreed payment terms, the Client is obliged to provide sufficient security for payment immediately on Contractor's request and at Contractor's discretion. If the Client does not comply with this provision within the set time limit, it will immediately be in default. In that case, Contractor has the right to terminate the agreement and to recover its damages from the Client.
- 5.2 Contractor remains the owner of the delivered Goods as long as the Client:
 - a. has not fulfilled its obligations under any agreement with Contractor;
 - b. has not settled all claims arising from non-fulfilment of the aforementioned agreements, such as damage, penalties, interest and costs.
- 5.3 As long as the Goods delivered are subject to retention of title, the Client may not encumber or dispose of these Goods. This provision has effect under property law.
- 5.4 After Contractor has invoked its retention of title, it may take back the delivered Goods. The Client will cooperate fully with this.
- 5.5 If the Client has fulfilled its obligations after Contractor has delivered the Goods to it in accordance with the agreement, the retention of title with respect to these Goods is revived if the Client does not fulfil its obligations under an agreement entered into subsequently.
- 5.6 Contractor has a right of pledge and a right of retention on all Goods that it has or may receive from the Client on any grounds whatsoever and for all claims that it has or might have against the Client.

6. Maintenance

Unless expressly agreed otherwise in writing, the Client shall have maintenance, repair and similar work carried out exclusively by Contractor. Where appropriate, the provisions of Section D: "Repair, Maintenance and Service" will apply.

7. Commissioning

- 7.1 Unless otherwise agreed, (the costs of) assembly, installation, commissioning or the material required for this are not included in agreements. Unless expressly agreed otherwise, the price shall not include the costs of transport, insurance, rigging and hoisting, leasing temporary facilities and suchlike.
- 7.2 Contractor is not responsible for any permits required.
- 7.3 If an agreement stipulates that Contractor shall also carry out assembly, installation and/or commissioning, the Client shall provide at its own expense and risk all the cooperation and material Contractor requests.

8. Price and payment

- 8.1 The prices stated in a quotation or agreement are denominated in euros, excluding VAT and other government levies or taxes. The prices do not include travel, accommodation, packaging, storage and transport costs, nor do they include costs for loading, unloading and cooperating with customs formalities.
- 8.2 The prices stated in the quotation and/or agreement are based on delivery ex works, Contractor's business location, in accordance with the Incoterms 2010. If the Client does not accept Contractor's business location, Contractor is entitled to charge the Client for all costs incurred by Contractor in making the quotation to the Client.
- 8.3 Unless otherwise agreed, Contractor shall only invoice the Client electronically.
- 8.4 Contractor may pass on to the Client an increase in cost-determining factors that occurs after entering into the agreement.

- 8.5 Payment terms are strict deadlines. The Client shall pay Contractor's invoices in full within the payment terms indicated therein and without any set-off or suspension. If no payment term is indicated, payment is due immediately.
- 8.6 Damage to or defects in the Goods and/or Services or the fact that their use is not possible or not permitted under any law, regulation or agreement for any other reason, shall not authorise the Client to suspend any (payment) obligation.
- 8.7 Once the Client is in default, it shall be liable for statutory commercial interest and (extra)judicial collection costs. Payments shall be applied first to the accrued interest and costs and then to the principal sum.
- 8.8 Irrespective of whether Contractor has fully executed the agreed performance, everything that the Client owes or will owe it under the agreement is immediately due and payable if:
- a payment term has been exceeded;
 - the Client has filed for bankruptcy or suspension of payments;
 - the Client's goods or claims have been attached;
 - the Client (a company) is dissolved or wound up;
 - the Client (a natural person) files an application to be admitted to the statutory debt adjustment scheme, is placed under a guardianship order or has died.
- 8.9 Contractor is entitled to offset its debts to the Client against claims that companies affiliated to Contractor have against the Client. In addition, Contractor is entitled to offset its claims to the Client against debts that companies affiliated to Contractor have against the Client. Furthermore, Contractor is entitled to offset its debts to the Client against claims against companies affiliated to the Client. 'Affiliated companies' means all companies belonging to the same group, within the meaning of Book 2, Section 24b of the Dutch Civil Code, and a participation within the meaning of Book 2, Section 24c of the Dutch Civil Code.
- 9. Intellectual Property**
- 9.1 The agreement(s) does (do) not extend to the transfer of intellectual property rights. Contractor is considered to be the maker, designer or inventor of the works, models or inventions created in the context of the agreement. Contractor therefore has the exclusive right to apply for a patent, trademark or model.
- 9.2 Regarding materials supplied to the Client by Contractor, such as opinions, reports, drawings, designs, sketches, software, etc., the Client shall acquire a non-transferable, non-sublicensable right to use the materials for its own internal use during the agreement's term.
- 9.3 Client warrants that the items and other materials it supplies to Contractor do not infringe third party rights. Client hereby indemnifies Contractor and shall hold it fully harmless against third party claims concerning any assertion that the items and/or other materials Client supplies to Contractor infringe third party rights.
- 9.4 The rights in the data referred to in clause 9.1 will remain the property of Contractor irrespective of whether the costs of their production have been charged to the Client. These data may not be copied, used or shown to third parties without Contractor's prior express written consent. The Client will owe Contractor an immediately payable penalty of EUR 25,000 for each breach of this provision. This penalty may be claimed without prejudice to any other remedies available to Contractor.
- 9.5 On Contractor's first demand, the Client must return the data provided to it as referred to in clause 9.1 within the time limit set by Contractor. Upon breach of this provision, the Client will owe Contractor an immediately payable penalty of EUR 1,000 per day. This penalty may be claimed without prejudice to any other remedies available to Contractor.
- 9.6 If the Goods and/or Services to be delivered by Contractor (also) includes providing computer software, the source code will not be handed over to the Client. The Client will only acquire a non-exclusive, worldwide licence for use of the computer software solely for the purpose of the normal use and proper functioning of the Goods for the duration of the agreement. The Client is not permitted to transfer or otherwise assign the licence or to issue a sub-licence. When the Client sells the Goods to a third party, the licence transfers by operation of law to the acquirer of the Goods.
- 10. Confidential Information**
- 10.1 The parties shall treat confidentially any information supplied by the other party (or its affiliated companies) under a confidentiality obligation or whose confidential nature should reasonably be assumed. In this respect, the receiving party shall take the same measures as those taken for the protection of its own confidential information and shall take reasonable measures at a minimum.
- 10.2 Contractor's quotations and prices are confidential.
- 11. Liability**
- 11.1 Contractor's obligation to pay damages – regardless of the grounds – is limited to the damage against which Contractor is covered under an insurance policy taken out by it or on its behalf. However, the scope

- of its obligation is never greater than the amount paid out under this insurance in the case in question.
- 11.2 If, for whatever reason, Contractor is not covered by an insurance policy or is not able to claim under its insurance policy, the obligation to compensate damage is limited to a maximum of 15% of the total contract amount (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the contract amount for that part or that partial delivery. If it concerns continuing performance contracts, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the contract amount owed over the last 12 months prior to the loss-causing event.
- 11.3 Contractor will not be liable for:
- consequential damages. Consequential damages include inter alia business interruption losses, loss of production, loss of profit, loss of data, penalties, transport costs and travel and subsistence expenses;
 - damage to property in the care, custody or control of, but not owned by the Client. Among other things, this damage includes damage caused by or during the performance of the work to Goods that are being worked on or to Goods that are located in the vicinity of the place where the work is being carried out;
 - damage as a result of wilful intent or deliberate recklessness by Contractor's auxiliary staff or non-managerial subordinates.
- 11.4 Contractor is not obliged to compensate damage to material supplied by or on behalf of the Client as a result of improper processing of such material by Contractor.
- 11.5 The Client indemnifies Contractor against all third-party claims due to product liability as a result of a defect in a product that has been delivered by the Client to a third party and of which the products or materials supplied by Contractor are a part. The Client is obliged to reimburse all the damages suffered by Contractor in this respect, including the (full) costs of the defence.
- 12. Complaints**
- 12.1 The Client no longer has the right to invoke a claim for defective performance if it has not complained to Contractor in writing within 14 days after it discovered or should reasonably have discovered the defect.
- 12.2 The Client must have filed a complaint about the invoice with Contractor in writing and within the payment term, subject to forfeiture of all rights. If the payment term is longer than 30 days, the Client must have filed its complaint in writing within 30 days of the invoice date at the latest.
- 13. Force Majeure**
- 13.1 If Contractor fails to fulfil its obligations, this cannot be attributed to Contractor if this failure is due to force majeure.
- 13.2 Force majeure includes, inter alia, if third parties – such as suppliers, subcontractors and transporters, or other parties that the Contractor is dependent on – do not meet their obligations at all or on time, or circumstances due to weather conditions, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failures, loss, theft or loss of tools, materials or information, roadblocks, strikes or work interruptions, import or trade restrictions and epidemics or pandemics.
- 13.3 Contractor is entitled to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations to the Client due to force majeure. Once the force majeure circumstances no longer apply, Contractor will fulfil its obligations as soon as planning permits and to the extent possible.
- 13.4 If it concerns force majeure and fulfilment is or becomes permanently impossible, or the temporary force majeure circumstances have lasted for more than 6 months, Contractor is entitled to terminate the agreement with immediate effect either entirely or in part. In those cases, the Client is entitled to terminate the agreement with immediate effect, but only for that part of the obligations that Contractor has not yet fulfilled.
- 13.5 The Parties are not entitled to compensation for the damages suffered or to be suffered as a result of force majeure, suspension or termination as referred to in this clause 13.
- 14. Termination**
- 14.1 The parties may terminate an agreement by giving written notice of termination immediately if:
- the counterparty files a petition for suspension of payments;
 - the other party files a petition for bankruptcy or is declared bankrupt;
 - the other party is wound up or terminated for purposes other than restructuring or merger of undertakings;
 - the Client fails to furnish security for the fulfilment of its obligations under the agreements concluded with Contractor despite a request from Contractor to do so or furnishes inadequate security;
 - a substantial part of the other party's assets are seized;

- the Client fails to fulfil any obligation under an agreement, order confirmation(s) and/or general terms and conditions, or does so late, incompletely or incorrectly, after having been properly called upon to do so, or Contractor has reasonable grounds to believe this will occur or that its right of ownership over the Goods will be infringed;
- if the Client undergoes a change of control.

14.2 The agreement's cancellation shall not affect the parties' mutual performances.

14.3 Upon the agreement's termination pursuant to the provisions of clause 13 and in the event of the agreement's termination by Contractor, the remaining claims against the Client shall become immediately due and payable in full. In the event of cancellation, Contractor may set off its claims against any of the Client's claims at all times.

14.4 Any termination for cause shall not give rise to an obligation to undo, as meant in Article 6:271 of the Dutch Civil Code.

15. Assignment

15.1 The Client may not assign the agreement or the rights arising therefrom without Contractor's prior written consent.

15.2 The Client hereby grants Contractor prior consent to transfer, sell or otherwise dispose of the agreement and/or ownership of the property and the rights resulting therefrom, in whole or in part, to third parties.

15.3 This clause 15 has property law effect.

16. Contact Persons and Escalation Procedure

16.1 The parties shall each designate a contact person with respect to the agreement's execution.

16.2 If a party deems a dispute has come into existence, it shall notify the other party of this in writing.

16.3 Within 14 days of the receipt of the notification referred to in clause 16.2, the contact persons shall consult with each other to attempt to resolve the dispute.

16.4 If the consultation referred to in clause 16.3 does not result in a resolution, the management of Contractor and the management of Client shall meet within 14 days of the consultation to attempt to resolve the dispute.

17. Use of personal data

To the extent that a party collects, receives or otherwise has access to any data of the other party that constitutes personal information concerning an identifiable individual ("**Personal Data**") under the agreement, the Parties will enter into a data processing agreement.

18. Miscellaneous

18.1 The applicability of the terms and conditions used by the Client is expressly rejected.

18.2 If any of the provisions of the agreement or these general terms and conditions is invalid or is annulled, the remaining provisions shall remain in full force and effect.

19. Applicable law and disputes

19.1 All legal relationships between Contractor and the Client are governed exclusively by Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.

19.2 Any dispute between Contractor and the Client shall be submitted to the exclusive jurisdiction of the competent courts of the Midden-Nederland District.

B. Purchase

1. Applicability of Section B: Purchase

The provisions of this Section B: "Purchase" shall apply, together with Section A: "General", when Contractor sells Goods to the Client.

2. Purchase and Sale

2.1 Contractor hereby sells and the Client hereby purchases the Goods whose nature and quantity is as stipulated in the agreement.

2.2 The Client bears the risk of the selection of purchased Goods.

2.3 The Client cannot and may not create any limited rights over Goods supplied by Contractor unless Goods have been purchased from Contractor and the purchase price has been paid in full.

3. Packaging

Contractor shall package Goods in accordance with the current standards in use at Contractor. If the Client requires a specific manner of packaging, it shall bear the associated costs thereof.

4. Failure to take delivery of Goods

4.1 The Client is obliged to take actual possession of the Goods that are the subject of the agreement at the agreed location at the end of the delivery or implementation period.

4.2 The Client must cooperate fully and free of charge to enable Contractor to deliver the Goods.

4.3 Goods not taken into possession are stored at the Client's expense and risk.

5. Warranty

5.1 Contractor offers warranties if this is evident from the agreement. Under warranties provided by Contractor, the Client is only entitled to the repair or replacement of Goods (at Contractor's election) at no cost to the Client, by Contractor or a Contractor authorised dealer.

5.2 Costs of replacement or repair outside the warranty's scope will be charged in accordance with Contractor's usual rates.

5.3 If the Client wishes to make a claim under a warranty, it must report defects in writing no later than 14 days after it has or should have discovered them.

5.4 If the Client wishes to make a claim under a warranty, it shall return the components or Goods that are the subject of the claim to Contractor.

5.5 The Client is responsible for sending parts or materials that are to be repaired or replaced by Contractor to Contractor's business location.

5.6 The following are for the Client's account:

- a. all transport or shipping costs;
- b. costs for dismantling and assembly;
- c. travel and subsistence expenses and travel time.

5.7 Contractor is only obliged to implement the warranty if the Client has fulfilled all its obligations.

5.8 The warranty does not cover defects that are the result of:

- normal wear and tear;
- improper use;
- lack of maintenance or maintenance carried out incorrectly;
- installation, assembly, modification or repairs carried out by the Client or third parties;
- faulty or unsuitable Goods originating from or prescribed by the Client;
- faulty or unsuitable materials or tools used by the Client.

5.9 No warranty is given for:

- Goods delivered that were not new at the time of delivery;
- inspections and repairs carried out on Goods owned by the Client;
- parts that are subject to a manufacturer's guarantee.

C. Warehouse Solutions

1. Applicability of Section C: "Warehouse Solutions"

The provisions of this Section C: "Warehouse Solutions" shall apply, together with Section A: "General", where Contractor provides warehouse solutions to the Client. In so far as the Warehouse Solutions consist of Goods, the provisions of Section B shall apply and in so far as the Warehouse Solutions consist of Services, the provisions of Section D shall apply, in addition to the provisions of this Section C.

2. Delivery/performance period

2.1 In setting the delivery period and/or performance period, Contractor will assume that it will be able to perform the assignment under the conditions known to it at that time.

2.2 The delivery time or implementation period only commences once an agreement has been reached on all commercial and technical details, once all the information, including final and approved drawings and the like, is in the possession of Contractor, the agreed payment (or instalment) has been received, and the other conditions for the contract have been met.

2.3 If:

- a. there are circumstances other than those known to Contractor at the time it set the delivery period or implementation period, the delivery period or implementation period may be extended by the time Contractor needs – taking into account its planning – to implement the contract under these circumstances;
- b. there is additional work ('meerwerk'), the delivery period or implementation period may be extended by the time Contractor needs – taking into account its planning – to have the materials and parts delivered and to carry out the additional work;
- c. Contractor suspends its obligations, the delivery period or implementation period may be extended by the time Contractor needs – taking into account its planning – to implement the contract after the reason for the suspension no longer applies.

Unless the Client has evidence to the contrary, the duration of the extension of the delivery period or implementation period is presumed to be necessary and to be the result of a situation as referred to above in a to c.

2.4 The Client is obliged to pay all costs that Contractor incurs or damages that Contractor suffers as a result of a delay in the delivery or implementation period as stated in clause 2.33 of this Section C.

2.5 Under no circumstances does exceeding the agreed delivery or implementation period give the Client the right to compensation or to terminate the agreement. The Client indemnifies Contractor against any third-party claims due to exceeding the delivery or implementation period.

3. Subcontracting

Contractor has the right to subcontract parts of the installation.

4. Scope of the work

4.1 The Client must ensure that all licences, exemptions and other decisions that are necessary to carry out the work are obtained in good time. The Client is obliged to send Contractor a copy of the aforementioned documents immediately on Contractor's request.

- 4.2 Unless otherwise agreed in writing, the work does not include:
- groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or other construction work;
 - making connections to gas, water, electricity, internet or other infrastructural facilities;
 - measures to prevent or limit damage to, of theft or loss of goods present at or near the workplace;
 - removing equipment, building materials or waste;
 - vertical and horizontal transport.
- 5. Changes to the work**
- 5.1 Changes in the work will in any event lead to additional work if:
- it concerns changes in the design, the specifications or the contract documents;
 - the information provided by the Client does not correspond with reality.
- 5.2 Additional work is calculated on the basis of the price-determining factors that apply at the time the extra work is performed. The Client is obliged to pay the price for the additional work immediately on Contractor's request.
- 6. Performance of the work**
- 6.1 The Client will ensure that Contractor can carry out its work undisturbed and at the agreed time and that it is given the necessary facilities for the implementation of its work, such as:
- gas, water, electricity and internet;
 - heating;
 - lockable dry storage space;
 - the facilities prescribed under the Dutch Working Conditions Act [Arbowet].
- 6.2 The Client bears the risk and is liable for damage to and theft or loss of goods belonging to Contractor, Client and third parties, such as tools, material or equipment intended for the work or used for the work, located at or near the place where the work is carried out or at another agreed location.
- 6.3 Notwithstanding the provisions in clause 6.2 of this Section C, the Client is obliged to take out adequate insurance against the risks referred to in that clause. In addition, the Client must take out insurance for the risk of work-related damage with regard to the equipment to be used. The Client must send Contractor a copy of the relevant insurance(s) and proof of payment of the premium immediately on request. In the event of damages, the Client is obliged to report this immediately to its insurer for further processing and settlement.
- 6.4 If the Client fails to perform its obligations as described in the previous clauses and this results in delayed performance of the activities, the activities will be carried out as soon as the Client performs its obligations as yet and Contractor's schedule so permits.
- 6.5 The Client is liable for all damage suffered by Contractor as a result of the delay.
- 7. Completion of the work**
- 7.1 The work is considered to be delivered in the following cases:
- once the Client has approved the work;
 - if the Client has put the work into operation. If the Client puts part of the work into operation, then that part is considered to have been delivered;
 - if Contractor has notified the Client in writing that the work has been completed, and the Client fails to inform Contractor in writing that the work has not been approved within 14 days of the day of the notification;
 - if the Client does not approve the work on the grounds of minor defects or missing parts that can be repaired or delivered within 30 days and that do not hinder the commissioning of the work.
- 7.2 If the Client does not approve the work, it is obliged to inform Contractor of this in writing, stating the reasons. The Client must give Contractor the opportunity to deliver the work at a later date.
- 7.3 The Client indemnifies Contractor against third-party claims concerning damage to parts of the work not delivered due to the use of parts of the work that have already been delivered.
- 8. Warranty and other claims**
- 8.1 Unless otherwise agreed in writing, Contractor warrants the proper execution of the agreed performance for a period of 6 months after delivery/completion. In the event that a different warranty period is agreed, clause 8.2 below is also applicable.
- 8.2 If the agreed performance was not properly executed, Contractor will decide whether to properly execute it as yet or to credit the Client for a proportionate part of the invoice amount. If Contractor chooses to properly execute the performance as yet, it will determine the manner and time of execution itself. If the agreed performance consisted (entirely or partially) of the processing of material provided by the Client, the Client must provide new material at its own risk and expense.
- D. Service**
- 1. Applicability of Section D: Delivery of Services**
- The provisions of this Section D: " " shall apply, together with Section A: "General", if Contractor supplies Services such as commissioning, maintenance, repairs and associated services to the Client.
- 2. Services**
- 2.1 Contractor shall make every effort to perform the Services with care. All Services are performed on the basis of a reasonable effort commitment.
- 2.2 The Client shall always inform Contractor of all circumstances that may affect the Service provision.
- 2.3 The Services are performed on working days (except for Dutch generally recognized public holidays) from 7:45 – 16.45 hrs. Work outside these days and times will be agreed in writing. A surcharge may apply.
- 3. Prices and Charges**
- 3.1 Performance of Services will be charged on the basis of the rates set out in the agreement. Unless otherwise specified in the agreement, Services will be charged on the basis of actual costs.
- 3.2 If a periodic fee for the performance of Services has been agreed, this fee is payable in advance.
- 3.3 A fee for maintenance is based on Client request or periodically.
- 4. Maintenance and repair**
- 4.1 Contractor is only obliged to carry out maintenance if this is included in the agreement.
- 4.2 If it has been agreed that Contractor shall perform maintenance work, it shall make every effort to perform such work as is necessary to keep the Goods and/or Services in question in a good state of repair, also taking into account the nature and purpose of the Goods and/or Services to be maintained.
- 4.3 The Client shall inform Contractor in good time and in writing of all changes that may affect the performance of the Goods and/or the Services to be maintained, including operating conditions. The Client is aware that maintenance charges are based on the operating conditions notified by the Client.
- 4.4 The Client shall ensure that the service technician at the location can immediately start their work. The costs incurred due to waiting periods and/or the fact that the work cannot take place for whatever reason will be charged to the Client separately at applicable rates.
- 4.5 Every Good and/or Service has specific maintenance features. Contractor shall carry out periodic inspections in line with these features, maintenance guidelines, operating conditions and operating hours. In this context, Goods and/or Services shall be made available to Contractor at its request, at least 1 working day per calendar year.
- 4.6 If desired, Contractor will draw up a maintenance schedule in consultation with the Client.
- 4.7 If a Good has not been repaired within 3 working days after diagnosis, a replacement Good can be made available on request. Replacements shall not be provided for Goods with a lifting capacity of more than 8 tons and attachments.
- 4.8 If repairs are necessary as a result of incorrect, careless or inexperienced use of Goods and/or Services, Contractor may charge for the execution of this work and any parts that have been replaced separately. No replacement Goods and/or Services shall be provided in the event of such damage.
- 4.9 Work such as repairing damage caused by the Client or replacement of parts resulting therefrom does not fall under the scope of regular maintenance work and will be charged separately.
- 4.10 Modifications made as a result of changes in government regulations are not part of regular work and will be charged separately.
- 4.11 Without prejudice to Contractor's other rights, all Contractor's obligations with regard to maintenance shall lapse once the Goods are outside the Netherlands or when Client deploys them at a location(s) other than the agreed ones.
- 5. Service Agreements**
- 5.1 The exact nature and scope of the maintenance to be carried out is described in the service agreement. The Client may not terminate a service agreement early.
- 5.2 Additional work such as the repair of damage, including the replacement of parts if necessary in the event of breakdowns due to reasons external to the Goods and/or Services shall be at the Client's expense at the then applicable rates.
- 6. Client's Obligations**
- 6.1 The Client shall inform Contractor in writing of changes to the Client's address and the locations where Goods are located.
- 6.2 The Client shall ensure that Contractor has access to the Goods and/or Services. The Client must possess a suitable and secure workplace that satisfies at least the most recent VCA requirements and shall make it available to Contractor. The workplace must be fitted with lighting and ventilation facilities, and shall have normal working conditions (i.e. operating temperature and an oxygen level of >16,5%), sufficient working space around the Goods or the place

where the Services are performed, risk management procedures (other traffic, noise level, hazardous substances). In addition, sanitary facilities, escape routes and first aid facilities must be available for employees.

- 6.3 If maintenance cannot reasonably be carried out at the Client's location, the Client shall bear the costs of transporting the Goods to Contractor's nearest workshop.
- 6.4 The Client shall cooperate fully with Contractor when the latter deems it necessary to maintain or repair Goods and/or Services, and shall make the Goods and/or Services available to Contractor upon first request.
- 6.5 The Client shall carry out minor daily and weekly maintenances as described in documentation relating to the Goods and/or Services, with regard to the battery/charger and attachments independently and at its own expense. Prescribed fuels, lubricants and fluids should be used in this connection. At Contractor's request, the Client shall allow it to inspect minor daily and weekly maintenance carried out.
- 6.6 The Client shall be responsible for the disposal of waste materials and fluids.
- 6.7 The hours and costs associated with circumstances rendering it impossible to perform the work or to properly perform it will be charged separately unless these circumstances are attributable to Contractor.

7. Fault Reporting

- 7.1 Faults and defects must be reported by telephone or e-mail, stating the date, time, serial number and the Client's location.