



General Terms and Conditions of Transport & Lifting Twenthe B.V. Filed at the Registry of the District Court of Overijssel, location Almelo under number 15/2023.

## **Chapter 1: General provisions**

### Article 1. Definitions

**TLT:** the private company with limited liability Transport & Lifting Twenthe B.V.

**Client:** any (legal) person who has entered into, or wishes to enter into, an agreement with TLT, as well as the representative(s)/agent(s) of client and, if applicable, its successor(s) in title, whether general or special.

**Parties:** TLT and client

**General Terms and Conditions:** the General Terms and Conditions of Transport & Lifting Twenthe B.V. as set forth in Chapters 1 and 2.

**Special Terms and Conditions of Third Parties:** the industry terms and conditions referred to in the Special Provisions of Chapter 2 of these General Terms and Conditions and which, in addition to the General Provisions of Chapter 1, are declared to apply in part to the Agreement between TLT and Client.

**Agreement(s):** the Agreement and/or Agreements between TLT and a client, pursuant to which TLT - represented by a duly authorized officer - has obligated itself to such client to perform a particular performance, or provide a particular service, all in the broadest sense.

**Further Agreements:** agreements in the Agreement or in any other document signed in writing by both parties for agreement, expressing the parties' apparent intention to deviate from the provisions of these Terms and Conditions

**Summary:** an Agreement involving several separate partial performances or service as referred to in Chapter 2 of the General Terms and Conditions, as part of a total project execution or a project under any denomination, which includes several phases.

### Article 2. Applicability

2.1. These Terms and Conditions apply to all quotations issued by TLT, offers made, Agreements entered into, to which TLT is a party, whether or not through subcontracting and the legal and factual acts performed in execution thereof.

2.2. Notwithstanding Article 2.1, the provisions of the General Conditions do not apply if and to the extent that:

- a. violate mandatory law;
- b. conflict with or deviate from the provisions of the Third Party Special Terms and Conditions declared applicable in Chapter 2;
- c. conflict with or deviate from any expressly agreed and contrary further written arrangements between TLT and client.

2.3. Any deviating or additional terms from these Terms and Conditions and/or Third Party Special Terms and Conditions as set out in clause 2.11 can bind TLT only if



if expressly confirmed in writing by TLT. The deviations and/or additions apply only to the Agreement/Transaction in which or for whose benefit they are made.

2.4. To the extent that further agreements intentionally deviate from these General Terms and Conditions, the further agreements shall prevail.

2.5. The rights and obligations arising from Agreement between TLT and Client cannot be assigned by Client to third parties in either property law or contract law, except with written consent of TLT.

2.6. Unless otherwise expressly agreed in writing between TLT and client, the applicability of Terms and Conditions used by client is expressly excluded.

2.7. Acceptance of these Terms and Conditions means that the parties expressly apply only these terms and conditions to their Agreement(s) and/or transaction(s) and expressly exclude the applicability of all terms and conditions originating from others, unless TLT has stated in writing that it accepts other terms and conditions or refers to other Third Party Special Terms and Conditions in its Agreement with Client.

2.8. Once TLT and client have contracted under the applicability of these Terms and Conditions, these Terms and Conditions apply to future offers and/or Agreements, unless expressly agreed otherwise in writing.

2.9. If TLT has allowed deviations from these Terms and Conditions in a particular case or for a short or longer period of time, tacitly or otherwise, or has not relied on the provisions of these Terms and Conditions, that does not affect its right to still require and demand direct and strict compliance with these Terms and Conditions from the client.

2.10. If one or more provisions of an Agreement should prove to be ineffective, the remaining provisions between the parties shall remain in force. The same applies to these Terms and Conditions. The parties undertake to replace the non-binding provisions by provisions that are binding and that deviate as little as possible from the content of the non-binding provision(s), given the purpose and scope of the Agreement or the General Terms and Conditions.

2.11. Third Party Special Conditions: Depending on the nature of the Agreement, the (total) assignment and/or the work or any part thereof or independent part to be considered, the following Special Terms and Conditions of Third Parties, which are generally customary in the branch of industry in question, shall apply, in addition to the General Provisions:

- a. To all transport work within the Netherlands and transport of goods other than by public road: the General Transport Conditions of the Stichting Vervoeradres, filed at the Registry of the District Courts of Amsterdam and Rotterdam, latest version;
- b. On all cross-border road transport operations: the provisions of the CMR Convention;
- c. To all forwarding and other work, the Dutch Forwarding Conditions, filed by the Dutch Organization for Forwarding and Logistics (FENEX), deposited at the Registry of the Courts of Amsterdam, Arnhem, Breda and Rotterdam, to the exclusion of Article 23, latest version;



- d. To all activities of vertical transport; the terms of delivery vertical transport of the Vereniging Verticaal Transport (VVT) filed at the Registry of the District Court of Amsterdam and Rotterdam, latest version;
- e. To all commercial removals, including internal and international commercial removals: the General Conditions for Commercial Removals of the Stichting Vervoeradres, filed at the Registry of the District Courts of Amsterdam and Rotterdam, latest version;
- f. To all activities in connection with the storage and custody of goods; the Dutch Warehousing Conditions, filed by FENEX, at the Registry of the District Court at Rotterdam, excluding article 4, latest version;
- g. To all activities in connection with the (re)hire of road plates; the General Terms and Conditions of TLT with respect to the hire of road plates, filed with the Registry of the District Court of Overijssel, location Almelo, latest version;
- h. Additionally, the Transport en Logistiek Nederland general terms of payment, filed at the Registry of the District Court in The Hague, latest version, apply.

2.12. TLT is always entitled to declare in advance conditions other than the industry terms and conditions mentioned in paragraph 2.11 of this article to apply to a particular order, work or other performance.

2.13. Only the most recent version of the Terms and Conditions and/or Third Party Special Terms and Conditions that TLT has declared applicable in these Terms and Conditions apply.

2.14. In the case of concurrence, as defined in Chapter 1, Article 1 of these General Terms and Conditions, each separate partial performance or service as defined in Chapter 2, of these General Terms and Conditions, shall in each case be subject to the provisions of the relevant article, as well as the provisions of the Third Party Special Terms and Conditions referred to in the relevant article.

2.15. The present General Terms and Conditions, as well as Third Party Special Terms and Conditions referred to, can be viewed on and downloaded from our website: [www.tltwenthe.nl](http://www.tltwenthe.nl).

### Article 3. Offers

3.1. All quotations and offers - in whatever form and by whomever made on behalf of TLT - are entirely without obligation and are exclusive of VAT (sales tax), other taxes and/or other levies and are effective only for the term specified in the offer. If the offer does not specify a deadline, it shall be for a maximum period of no more than two months. Offers or quotations made and prices offered or quoted therein are subject to interim change if one or more elements or components, which determine the amount of the offered / quoted prices change during the period of validity of the quotation.

3.2. All drawings, size and weight specifications, catalogs or illustrations used in quotations or offers are binding only if and to the extent that they are quoted or accepted by TLT as the basis for the price for the offer.

3.3. Deviations from offers bind TLT only if accepted by it in writing.



3.4. A subsequent offer shall cause any previous offer to lapse without any further right being derived therefrom.

#### Article 4. Establishment of Agreement(s).

4.1. All Agreements between the parties come into effect only after written confirmation of the order by TLT to the client, or once TLT has commenced performance of the Agreement. The contents of the Agreement are determined in part by TLT's quotation as well as by what is contained in these General Terms and Conditions and the Third Party Special Terms mentioned in the quotation.

4.2. Agents, representatives and/or other employees of TLT are not authorized to make Agreements, amendments thereto or further Agreements unless authorized to do so by TLT's management.

4.3. Additions or amendments to concluded Agreements can only be made in writing and must always be signed by the parties involved. Only after signing TLT are additions or changes binding.

#### Article 5. Execution, fulfillment and deadlines

5.1. Delivery of services or any performance shall always be from the place mentioned in the offer. The transportation and/or travel costs to the place of destination shall be borne by the client.

5.2. Unless a specific result is agreed upon in writing, TLT is only obligated to perform its work to the best of its ability and ability.

5.3. The client must always ensure sufficient accessibility and driveability of the sites or location where under the Agreement the performance is to be carried out. If work is to be carried out on the site or on location, the client shall ensure that this work can be carried out in a safe and efficient manner.

5.4. The client must ensure that if third party approval or permission or government permit is required for the execution of the work, the client has the required permits and/or permission. This does not apply to those licenses that TLT must have in order to conduct its business.

5.5. TLT is obliged to request instructions from the client if irregularities occur during the work that prevent the execution of the same, or as a result of which the work can no longer be executed in accordance with the given order. Costs associated with requesting instructions and the cost of carrying out the instructions will be reimbursed to TLT by the client. The provisions of this Article are without prejudice to TLT's legal obligations under mandatory provisions.

5.6. TLT is authorized to internally move items or equipment that TLT has on the client's instructions in its premises.

5.7. All time limits for services or delivery by TLT stated in offers and in the Agreement are only approximate and, for TLT, are at most a best-efforts obligation on the basis of which TLT is obliged to use its best efforts to meet the offered or agreed time limit, unless otherwise expressly agreed and there is no force majeure on the part of TLT.



5.8. TLT is permitted and TLT is entitled to have deliveries of services or delivery of any performance, to be performed by TLT under an Agreement entered into between TLT and Client, performed in whole or in part by subcontractors and/or third parties. In making Agreements with third parties, TLT is deemed to be acting on behalf of the client. The provisions of these Terms and Conditions of TLT apply mutatis mutandis to all Agreements entered into by TLT with such subcontractors and/or third parties. TLT may also rely on the terms and conditions declared applicable to the order by those third parties.

5.9. Unless expressly agreed otherwise in writing, all orders will be executed in an order to be determined by TLT, in which the capacity of the resources available to TLT (in the broadest sense of the word) and the degree of utilization thereof will also determine the time of commencement and completion of the order. TLT is free in the manner of execution of the order, except as otherwise expressly agreed in writing.

5.10. Exceeding of a guaranteed term for the delivery of services or delivery of any performance not expressly agreed in writing shall never entitle the Client to dissolve or destroy the Agreement (or have it dissolved) and/or to claim damages and shall not entitle the Client to suspend its own obligations.

5.11. To the extent that TLT has assumed the obligation under the Agreement to apply for any permits and/or levies, such obligation is also solely a best efforts obligation and not a results obligation.

#### Article 6. Force majeure

6.1. Force majeure is any circumstance beyond TLT's control that reasonably prevents it from fulfilling the Agreement on its part in a timely or complete manner. These include, but are not limited to:

- a. calamities;
- b. extreme weather conditions that, in TLT's judgment, make performance of the work unjustifiable or unjustifiable;
- c. road closures or roadblocks;
- d. power failures;
- e. strike of TLT personnel or third parties (externally hired persons by TLT);
- f. supplier stagnation;
- g. government restrictions (including the denial or revocation of a waiver or permit, as appropriate);
- h. inaccessibility of the work site.

6.2. In the event of force majeure, the Agreement will remain in effect and TLT's obligations will be suspended for the duration of the force majeure, without being an attributable failure to perform the Agreement and without client being entitled to claim damages, interest and/or costs. All reasonable additional costs caused by or in connection with the force majeure shall be borne by the client.

#### Article 7. Prices



7.1. All agreed prices are exclusive of VAT and based on the situation as it is at the time of the work recording prior to the Agreement. If after the expiration of 3 months after the formation of the Agreement, the cost of one or more cost price factors, such as, but not limited to, purchase prices, labor costs, taxes, social security contributions, freight costs, insurance costs, changes in exchange rates, energy costs, housing costs and other price-determining factors, TLT is entitled to increase the agreed price(s) proportionally after this period with simultaneous pass-through of VAT. If there is a substantial increase in one or more price-determining factors in the interim, TLT is also entitled to increase the price as referred to above, on the understanding that the increase will not take effect until TLT notifies the client of the increase in writing.

7.2. All agreed prices are in Euros. If prices are expressed in foreign currency and the exchange rate of that currency changes to TLT's detriment during the quotation period or after the conclusion of the Agreement(s), TLT is entitled to change the prices so that the equivalent value in Euros remains the same as at the time the quotation was given or the Agreement(s) were concluded, unless otherwise agreed in writing.

7.3. All agreed prices are based on execution of our work during normal working hours. Work and deployment of equipment during night hours - i.e. after 9 p.m. and before 7 a.m. and during generally recognized holidays - will be charged as additional work, unless expressly agreed otherwise.

7.4. In doing so, the price increases are as follows: Working days Monday through Friday: 30%. On Saturdays: 50%. On holidays: 200%. TLT is not required to perform work on Sundays.

7.5. Unless otherwise agreed, the price(s) does not include:

- a. Clearance fees, carnet costs, escort costs, special transport, taxes, duties, levies, import duties, advance commissions, costs for preparing customs or other necessary documents, diesel surcharges, ferry costs, currency surcharges, surcharges for additional loading and unloading addresses, additional insurances or costs charged by public bodies;
- b. Guarantees or collateral to be provided by TLT to third parties. These items, if separately incurred, will be charged to client, and TLT will be entitled to payment in advance, the provision of security or the formation of a deposit (of advances) by client in that case. If payment in advance, or security or deposit (of advances) is required by TLT, performance of the Agreement is suspended until payment(s) is made.

7.6. The agreed price is based on TLT's continuous, sequential and consecutive performance of the work described in the Agreement, related work and services to be provided. If in the execution of the agreed work and/or services, for the staff and/or equipment of TLT, as well as for staff and equipment hired by TLT for the execution of the Agreement or for subcontractors or third parties engaged by TLT, due to a cause attributable to client or third parties engaged by it, or a cause which is within the scope of risk of client or third parties engaged by it, waiting times arise or the undisrupted and uninterrupted execution of the Agreement is disrupted, If waiting times arise or the undisturbed, consecutive and continuous performance of the Agreement is disrupted as a result of which no productive work/work can be performed for a certain period of time, client must pay TLT this waiting time c.or waiting hours in addition to the agreed



price to be reimbursed. Hours are calculated on an itemized basis based on labor costs for personnel and rental/staff costs for equipment.

7.7. In setting/handling prices and agreed prices, TLT has assumed that the location at which the agreed work is to be performed is easily accessible and passable as well as the location has the suitability for performance of the agreed work. Should it become apparent during execution or prior to execution of the Agreement that accessibility and/or drivability and/or the location is not or only partially suitable for execution, TLT has the right to increase prices with all additional costs incurred as a result.

7.8. Section 2 of these General Terms and Conditions may contain specific pricing terms.

#### Article 8. Payment and payment default

8.1. Unless otherwise agreed, client is required to pay the invoice/invoices sent by TLT to client within 30 days of invoice date, without right of suspension, discount or set-off.

8.2. If payment is not made in full within the aforementioned term, the client shall be in default of payment by operation of law, i.e. without (written) notice of default being required, and the client shall owe default interest of 1% per month, including any part of a month, on the overdue principal sum until the day of full payment.

8.3. If Client defaults on payment, TLT is entitled to suspend its obligations under the Agreement with respect to which Client defaults. In addition, TLT is entitled to suspend performance of all other Agreements that the parties have made with each other until client has fulfilled all its obligations to TLT. This does not affect TLT's right to compensation for damages, interest and/or any other costs.

8.4. Client may not withhold or suspend payment for allegedly defective or imperfect performance of our performance obligation if TLT has not acknowledged in writing that there has been a failure on its part.

8.5. If there is more than one principal, each of the principals shall be jointly and severally liable for payment of the whole of the agreed price, interest and costs, on the understanding that one paying, the other shall be released.

8.6. All claims of TLT against client - on any basis whatsoever - become due in full immediately and without prior notice or notice of default in the cases mentioned in Article 14 of Chapter 1 of these General Terms and Conditions.

8.7. If client defaults on payment, TLT is free to take collection or legal action without further notice or default. All reasonable costs related to such measures, including extrajudicial costs, including the reasonable costs of legal assistance (attorney's or proxy's fees) shall be borne by the client.

#### Article 9. Advertising

9.1. Complaints relating to defects in / to goods delivered by TLT to customer / services rendered must be reported to TLT immediately and no later than 8 days after the actual delivery / delivery, by client or its representative to TLT in writing and should be submitted by registered mail.



After this period, any claim for repair or compensation shall lapse. If the goods delivered / services performed are subject to third-party warranty provisions, those warranty provisions shall apply mutatis mutandis to the Agreement between the parties. If TLT declares the complaint(s) to be well-founded, it is only obliged to repair the defect or, at its discretion, deliver an equivalent item, without the client having any right to further compensation as a result.

#### Article 10. Security, lien and pledge

10.1. TLT is always entitled, before it commences execution of the order given to it, or when it proceeds to deliver, as well as at any stage of the work thereafter, to require the client to provide adequate security within a reasonable time for performance of all its obligations to TLT. TLT may seek security in the form of deposit of a sum of money, provision of a bank guarantee, (quiet) pledge, mortgage or assignment of receivables, among other things. The substantive review and approval of collateral is reserved for TLT. Client is required to cooperate in establishing security for performance of Client's obligations to TLT upon TLT's first request.

10.2. If Client refuses to provide security, TLT may suspend performance of the Agreement and all other Agreements until the security is provided. If the security is not provided by the deadline specified by TLT, all Agreements existing between the parties are terminated, without TLT being liable for any damages.

10.3. TLT is entitled to retain all items, documents and funds of client that it has in its possession on any basis whatsoever, for the account and risk of client until all TLT's claims against client, on any basis whatsoever, including interest and costs, are paid in full. All items, documents and monies that TLT has and/or will acquire, on any basis whatsoever, serve as collateral (possessory pledge) for all claims, on any basis whatsoever, that TLT has and/or will acquire against client. TLT is also entitled to exercise the aforementioned right of pledge and right of retention for anything that Client may owe to TLT in connection with Agreement(s) concluded and/or work performed by TLT.

#### Article 11. Insurance

11.1. TLT meets its legal insurance obligation in accordance with the Motor Insurance Liability Act (WAM). In addition, TLT has taken out business liability insurance (AVB). Any liability for events outside and above the coverage of these policies is excluded by TLT.

11.2. Insurance of any kind shall be provided only at the expense and risk of the client and only after written order and written acceptance thereof. The order to insure must accurately include the risks to be insured against, otherwise the order will be considered not given or not accepted. TLT is always entitled to refuse an order for insurance for compelling reasons. Acceptance or refusal of the risk offered shall be by insurer or underwriter. TLT has no control over that.

11.3. If the principal takes out a Construction all risks (CAR), transport and/or assembly policy to insure the risks arising from the assigned work, the principal undertakes to include TLT and any subcontractor(s) performing the work as co-insured parties.





This policy should not contain a recourse clause in the legal relationship between TLT and client.

Article 12. Liability Transport & Lifting Twenthe B.V.

12.1. TLT only accepts liability for damage caused to goods entrusted to it to the extent that such damage can be attributed to TLT in accordance with prevailing commercial practice and only from the time of receipt thereof by TLT until no later than the time of delivery thereof to the client or the person designated by TLT for that purpose, and to the maximum extent of the liability limit as stated below.

12.2. The damages to be compensated by TLT shall be determined in accordance with the liability regime set forth in these Terms and Conditions. Compensation will never exceed the invoice value of the items to be proven by the client. If that invoice value cannot be determined, the market value (being the fair market value) of the goods at the time and place of receipt of the goods by TLT will be substituted.

12.3. TLT is never liable for damage other than that referred to in Article 12.1 (including intangible damage, loss of profit, trading loss, consequential damage and any other financial loss), however caused, including damage caused by incorrect advice from TLT and damage caused by delay, except in the event of intent or gross negligence on the part of TLT that can be proven by the client.

12.4. TLT is entitled to use third parties (subcontractors/assistants) in the performance of the Agreement. To the extent that such third parties perform work within the scope of the Agreement, TLT represents such third parties in the same manner as it represents its own subordinates, subject, however, to the same limitations set forth in these Terms and Conditions.

12.5. TLT is not liable for damage caused by third parties as referred to in Article 12.4, if these third parties perform work or activities outside the scope of the Agreement, nor for damage caused by intent or equivalent gross negligence of subordinates of TLT or by aforementioned third parties and/or their subordinates.

12.6. If the aforementioned subordinates and third parties (auxiliary persons) are sued by third parties outside the Agreement in connection with the work for which they have been engaged by TLT, it is stipulated in their behalf that they can rely on all the provisions of the General Terms and Conditions concerning the exclusion or limitation of liability.

12.7. Any legal action in respect of liability, on any ground whatsoever, may be brought, by Client or a third party, only within the limits of the Agreement entered into between TLT and Client. In the event TLT is sued in this regard by third parties outside of Agreement, Client is bound to indemnify TLT for all financial consequences on demand.

12.8. If TLT is liable under the Agreement entered into with the Client and any Third Party Special Conditions forming part thereof for damages suffered by the Client, TLT's liability is expressly capped at:

a. The amount that provides coverage under the (liability) insurance policy entered into by TLT with respect to the loss event with a maximum In accordance with Article 12.2;



- b. Domestic transportation: €3.40 per kilogram of weight lost according to AVC conditions;
- c. Cross-border transportation: 8.33 SDR per kilogram of weight lost according to CMR conditions;
- d. Lifting operations in conjunction with transportation: Interior: €3.40 per kilogram of weight lost according to AVC conditions;
- e. Abroad: 8.33 SDR per kilogram of weight lost according to CMR conditions;
- f. Lifting operations, without any transportation: €25,000 per event up to the maximum contract price, In accordance with the VVT terms and conditions;
- g. Industrial relocation, total project involving transportation and/or internal transport: Domestic € 3.40 per kilogram lost weight according to AVC; Foreign 8.33 SDR per kilogram lost weight according to CMR conditions;
- h. Purely assembly work in which any transportation and/or lifting operations are secondary: An amount equal to twice the offer amount (per event or series of events with the same cause of loss);
- i. Storage: the liability as stipulated in the Dutch Storage Conditions, filed by the Fenex;
- j. Forwarding/Customs: liability as stipulated in the Dutch Forwarding Conditions, filed by the Fenex;
- k. Consulting work: TLT is not liable for any damages resulting from consulting work however called, except for intentional or deliberate recklessness. If so, TLT's liability will be limited to no more than the quotation amount for the relevant consulting work.

12.9. TLT is never liable for damages and costs, however named and incurred, other than as a result of willful misconduct or gross negligence:

- a. if a client, or any third party, uses TLT's equipment, whether or not for compensation;
- b. if a client or any third party, whether or not for payment, has requested TLT to perform certain work, which work is not part of any Agreements already concluded, and TLT has acted in accordance with instructions given by or on behalf of the client and/or that other third party;
- c. if a client or any third party, whether for a fee or not, parks or stores items on any of TLT's premises, unless such storage or parking is agreed upon in connection with work to be performed by TLT;
- d. if a client or any third party, whether for compensation or not, temporarily parks a loaded truck or towed vehicle at any of the premises, without having given TLT an order to perform loading and unloading and without expressly taking delivery;
- e. if client offers container(s) with contents for transport and such container(s) is/are not loaded by TLT, TLT is not liable for damage arising from the method of loading;



- f. If the principal presents goods for carriage which are loaded and/or palletized and/or packed in a container in such a way that it is not possible to check the number of pieces and/or the contents;
- g. if upon loading by TLT no inspection is possible and/or inspection will significantly delay transport, at TLT's discretion, TLT is not bound by the item number and/or condition of the cargo and/or contents, as stated by the customer and/or in the waybill. Any liability under Art. 6:76 BW is also excluded.

#### Article 13. Liability and indemnity principal

13.1. Client is liable to TLT for damages resulting from the items entrusted to TLT and their nature, as well as from their packaging. Furthermore, client is liable to TLT for incorrect or inaccurate instructions, incorrect or inaccurate measurements, weights and technical data and failure to make items available at the agreed time. Client agrees to keep TLT informed of the address where Client resides or can be reached through an intermediary.

13.2. Client is liable to TLT for all damages caused by the fault or negligence of Client, its servants and/or third parties engaged by it, in general.

13.3. Client is liable to TLT or indemnifies TLT for any third party claim or demand based on customs documents, including import documents and transit documents, regardless of the title under which this occurs.

13.4. Client shall at all times not load (or cause to be loaded) more than the legal maximum load weight of the respective vehicle. The principal indemnifies TLT in this regard for the consequences and/or damages respectively of and arising from overloading, if this fact was caused by or because of the principal's conduct.

13.5. Client is required, on penalty of forfeiture of any right to damages, to report in writing and by registered mail to TLT immediately upon arrival of the goods packaged, transported and/or delivered by TLT at their destination, any damage that the goods may have suffered in connection with the performance of the Agreement by TLT, and to retain the relevant goods and any relevant packaging materials for surrender and/or inspection to/by TLT.

#### Article 14. Termination of Agreement

14.1 TLT is entitled to terminate or dissolve all or part of the Agreement with immediate effect, without notice of default and without judicial intervention, without prejudice to its right to compensation for costs, damages and interest, if it appears that:

- a. client fails or will fail to perform one or more of the obligations under the Agreement in a timely or complete manner;
- b. Client shall fail imputably to perform its obligations under the Agreement or other Agreements arising therefrom;
- c. client ceases all or part of its business activities for any reason;



- d. client applies for (provisional) suspension of payments, is declared bankrupt, or is liquidated or dissolved;
- e. client loses the free disposal of its assets;
- f. attachment of a substantial part of the client's assets;
- g. client transfers a substantial portion of its business assets to third parties;
- h. client is placed under guardianship (if a natural person);
- i. client dies (if a natural person).

14.2. If due to force majeure or circumstances that are for the account and risk of the client, the work is delayed disproportionately, or if due to unforeseen circumstances the client cannot reasonably expect TLT to perform the Agreement (unchanged), TLT is entitled to terminate or dissolve the Agreement unilaterally in writing without judicial intervention.

#### Article 15. Applicable law, competent court

15.1. All Agreements, or further Agreements, to which these terms and conditions apply in whole or in part are governed exclusively by Dutch law.

15.2. Only the District Court of Overijssel, location Almelo is competent to settle disputes between client and TLT.

### **Chapter 2: Special Provisions**

#### **I. Transportation**

##### Article 1. Further Definitions

In addition to the Definitions set forth in Chapter 1, Article 1 of the General Provisions, the following definitions shall apply:

**Transportation Agreement:** the Agreement of carriage of goods, both national road transport and cross-border road transport, both single and combined, under which TLT undertakes to the principal to transport goods by means of a vehicle exclusively by road.

**Exceptional transport:** the transport of items that must take place with an exemption due to exceeding the normal legally permitted dimensions and/or weights or for which transport escort is prescribed.

##### Article 2. Applicable provisions

2.1 In addition to the general provisions of Chapter 1 of these Terms and Conditions, the following specific transportation terms and conditions apply to all transportation agreements between TLT and client, as appropriate to the type of transportation:

- a. national road transportation: Title 13 of Book 8 of the Civil Code, supplemented by the General Conditions of Carriage, latest version;
- b. cross-border road transport: the provisions of the CMR Convention;



2.2. TLT shall comply with all legal rules and regulations as well as with given change of governments or government officials. Additional costs that may result from this, however named and of whatever nature, shall be borne by the client.

2.3. It is expressly stipulated that if in the context of the transport activities the transport includes loading and unloading of means of transport, as well as the transfer of the load or cargo to storage places at the same location or the transshipment thereof from one means of transport to another or transshipment in any other way, all in the broadest sense, including related assembly work, TLT's liability in respect of these activities is equal to its transporter's liability as follows:

a. national road transportation: Title 13 of Book 8 of the Civil Code, supplemented by the General Conditions of Carriage, latest version;

b. cross-border road transport: the provisions of the CMR Convention;

2.4 If the transport does not include loading and unloading of means of transport, transfer of the cargo or load to storage places at the same location or transshipment from one means of transport to another or transshipment in any other way, all in the broadest sense, including associated assembly work, TLT is not liable. The client then indemnifies TLT against claims, however named and arising, of third parties.

2.4. Permits, or exemptions, necessary to perform exceptional transport will be applied for by TLT, at the request of client. Costs associated with such an application or permit or exemption shall be borne by the client unless otherwise specified in the contract of carriage. If a permit or waiver necessary for transportation is not granted, for whatever reasons, transportation will not take place. Costs already incurred by TLT will be reimbursed by client in that case. TLT shall not be liable in any way for any failure to issue a permit or waiver, or to do so correctly or in a timely manner.

2.5. Concurrence with General Provisions

a. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Special Provisions mentioned in this chapter, the Special Provisions mentioned in this chapter shall prevail.

b. To the extent that transport also involves other activities of TLT (concurrence within the meaning of Article 1 of the General Provisions of TLT), those other activities are also subject to the Special Provisions referred to in the relevant Chapter of these Terms and Conditions.

## **II. Industrial relocation and assembly work**

### Article 1. Further Definitions

**Moving Agreement:** the Agreement whereby TLT undertakes to Client to transport goods/objects in the context of an Industrial Removal either exclusively in a building or partly in a building and partly by road or exclusively by road.

**Industrial relocation:** The relocation from one location to another location (internal or external) of one or more machines, installations or other industrial items, as part of a total project, which (usually) involves both internal transport, vertical transport (hoisting), and horizontal transport (transport by road or other means), as well as ancillary work such as (de-)assembly work, loading and unloading, the hiring of road plates



etcetera, where in all cases there will be concurrence within the meaning of Article 3 and Article 1 Chapter 1 of these General Terms and Conditions, respectively, referred to below.

**Assembly work:** The assembly or disassembly, or the (electrotechnical) connecting or disconnecting of machines of industrial goods designated by the client, including moving activities such as rolling and sledging or jacking of those goods to/from foundation, whether or not preceding or following a transport, as well as preparing those goods for shipment at the place of departure or dismantling them at the place of destination, all this in the broadest sense of the word.

#### Article 2. Applicable provisions

2.1 To Industrial Removals, in addition to the General Provisions of Chapter 1 of these General Terms and Conditions, the General Terms and Conditions for Business Removals (abbreviated: AVB), filed at the Registry of the District Courts of Amsterdam and Rotterdam in 2020, or at least the version of these terms and conditions valid at the time of entering into the Agreement with the client. In addition, the provisions and Special Conditions of Third Parties mentioned in Article 1 (Transportation), Article 3 (Vertical Transport) and any other eligible articles of these General Terms and Conditions shall apply.

2.2 The General Provisions of Chapter 1 of these General Terms and Conditions apply to Assembly Work.

2.3 In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Third Party Special Conditions mentioned in this chapter, the Third Party Special Conditions mentioned in this chapter shall prevail.

#### Article 3. Collaboration

To the extent that Industrial Relocation and Assembly Work also involves other work by TLT (concurrence within the meaning of Article 1 of TLT's General Provisions), such other work is also subject to the Third Party Special Terms referred to in the relevant Section of these Terms.

### **III. Vertical Transport**

#### Article 1. Further Definitions

**Vertical Transport** The Agreement whereby TLT, whether or not in the context of a transport or other Agreement, undertakes to Client to perform lifting work by means of mobile cranes and other lifting equipment, all in the broadest sense of the word, as well as making such cranes and lifting equipment available, whether manned or without a driver/operating personnel (unmanned).

#### Article 2. Applicable provisions

2.1 In addition to the General Provisions of Chapter 1 of these General Terms and Conditions, all Agreements between TLT and the Client relating to Vertical Transport are also subject to the version of the Special Terms and Conditions of Third Parties applicable at the time of conclusion of the Agreement, i.e. the General Terms and Conditions of the Vertical Transport Association, hereinafter referred to as: the "VVT Standard Terms and Conditions", as filed with the Clerk of the District Court of Amsterdam and Rotterdam in 2010.



2.2. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Third Party Special Conditions mentioned in this chapter, the Third Party Special Conditions mentioned in this chapter shall prevail.

#### Article 3. Collaboration

To the extent that, in addition to Vertical Transport by TLT, there are other activities of TLT (concurrence within the meaning of Article 1 of the General Provisions of TLT), those other activities are also subject to the Special Terms and Conditions of Third Parties referred to in the relevant Chapter of these Terms and Conditions.

### **IV. Storage and custody**

#### Article 1. Further Definitions

**Storage:** The Agreement, under which TLT undertakes to take custody of and keep in custody for an agreed period of time in an agreed storage facility or on hardened outdoor premises, any items designated by Client for storage at the place designated by TLT or the place agreed with TLT. The term "storage" does not include any supply and removal of the goods by TLT, as well as any changes to the goods in connection with storage.

**Storage area:** a clean and dry area suitable for storing goods there, such as, but not limited to, moving goods, machinery, business inventory, etc.

#### Article 2. Applicable provisions

2.1. In addition to the general provisions of Chapter 1 of these General Conditions, storage shall also be subject to the Dutch Warehousing Conditions filed by FENEX, Netherlands Association for Forwarding and Logistics, at the Registry of the District Court at Rotterdam on November 15, 1995, with the exclusion of article 4 (arbitration), at any rate to the version of these conditions in force at the time of entering into the Agreement with the principal.

2.2. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Third Party Special Conditions mentioned in this chapter, the Third Party Special Conditions mentioned in this chapter shall prevail.

#### Article 3. Collaboration

To the extent that, in the context of safekeeping and/or storage, there are also other activities of TLT (concurrence within the meaning of Article 1 of the General Provisions of TLT), those other activities are also subject to the Special Terms and Conditions of Third Parties referred to in the relevant Chapter of these Terms and Conditions.

### **V. Forwarding, customs and consultancy work**

#### Article 1. Further Definitions

**Expedition:** the Agreement for the carriage of goods, whereby TLT undertakes to the principal to enter into one or more Agreements of carriage with third parties with respect to the goods to be made available by the principal. Since TLT, in its capacity as a road carrier, only has vehicles for the transportation of goods by road, a freight forwarding agreement also exists if the Agreement entails transportation in whole or in part by sea, rail, inland waterways or air.



**Advisory work:** work in which TLT, on the instructions of and for the account of client, advises on the manner, duration and implementation of relocation projects. The consulting work may include at least drawing up drawings, preparing plans of action and safety plans.

**Customs:** the handling of customs formalities handled by TLT for the account and risk of the principal.

Article 2. Applicable provisions and limitations of liability

2.1. In addition to the general provisions of Chapter 1 of these General Conditions which apply to forwarding, consultancy and customs work, the Dutch Forwarding Conditions, filed by FENEX, Dutch Organization for Forwarding and Logistics, at the Registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam, filed on July 1, 2004, with the exclusion of article 23, shall also apply, at any rate the version of these conditions valid at the time of entering into the Agreement with the Client.

2.2. In the case of consultancy work, data as provided by the client or by third parties involved by the client in such a project shall always be assumed. Client guarantees the accuracy of such information. Client is responsible for the quality of materials and equipment to be used in the execution of projects. With respect to consulting work, TLT is not liable for any resulting damage of any kind, unless client proves intent or gross negligence on our part. If so, our liability shall be limited to a maximum of the quotation amount for the consulting work in question.

2.3. Client is obliged to provide TLT with the necessary documents and records required in the performance of the Agreement and must provide TLT with all necessary information. TLT is not required to examine the accuracy and completeness of the documents and records and information provided. Client indemnifies TLT at all times for claims imposed on TLT or customer by the government in respect of customs duties, taxes, excise duties, etc. on goods for which customs formalities are taken care of by TLT on behalf of customer, unless customer proves that there is intent or gross negligence on the part of TLT.

2.4. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Third Party Special Conditions mentioned in this chapter, the Third Party Special Conditions mentioned in this chapter shall prevail.

Article 3. Collaboration

To the extent that freight forwarding, consultancy and customs work also involves other activities of TLT (concurrence within the meaning of Article 1 of the General Provisions of TLT), those other activities are also subject to the Third Party Special Terms referred to in the relevant Chapter of these Terms.

**VI. Rental of road plates and dragline mats**

Article 1. Further Definitions

**Letting of movable property:** the movable property leased by TLT to the lessee, whether or not owned by TLT itself, but excluding property

Article 2. Applicable provisions and limitations of liability





2.1. In addition to the general provisions of Chapter 1 of these General Terms and Conditions that apply to all activities in connection with the (re)hire of road plates, TLT's General Terms and Conditions relating to the hire of road plates, filed with the Registry of the District Court of Overijssel, location Almelo, latest version, apply.

2.2. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Third Party Special Conditions mentioned in this chapter, the Third Party Special Conditions mentioned in this chapter shall prevail.

### Article 3. Collaboration

To the extent that, in the context of the rental of road plates and/or dragline sheeting, there is also other work performed by TLT (concurrence within the meaning of Article 1 of TLT's General Terms and Conditions), such other work is also subject to the Third Party Special Terms and Conditions referred to in the relevant Section of these Terms and Conditions.



## **Supplement to the General Terms and Conditions of Transport & Lifting Twenthe B.V.**

### **Rental of road plates and dragline mats**

#### **1. Applicability**

**1.1** These General Terms and Conditions apply to the rental of road plates and dragline bulkheads to the extent that they are declared applicable in writing prior to or at the time of entering into the rental agreement.

**1.2** Verbal agreements, deviations or additions to the provisions of the contract and these general terms and conditions applicable thereto shall be valid only insofar as they are expressly recorded in writing from case to case.

#### **2. Formation of agreement**

**2.1** All offers are non-binding unless expressly stated otherwise in writing.

**2.2** The agreement is established by Lessee's order based on the offer, c.q. in accordance with the rental rates in effect at that time, or by further written agreement. If the Lessee has given the order verbally, the Lessor will give a written order confirmation with the rental receipt which will serve as a proof of the agreement.

**2.3** If upon delivery/disposal by the lessor, at the agreed time and location, no receipt or return confirmation can be obtained because no authorized persons of the lessee are present at the respective locations, the responsibility regarding numbers, condition of the delivered or disposed material lies entirely with the lessee.

**2.4** If the accuracy of the rental note is not denied within 8 days from the date of the rental note, the parties are bound by the agreement. The same applies to the coming into force of additions, amendments and/or further agreements relating to the agreement.

**2.5** Lessee bears the risk for correct execution of orders given orally, by telephone, telegraphically or by telefax.

#### **3. General obligations of parties**

**3.1** Lessor agrees to assign to Lessee for rent the Leased Equipment as specified in writing on the Rental Receipt (hereinafter: Leased Equipment), just as Lessee agrees to accept the Leased Equipment from Lessor for rent and to return the Leased Equipment upon termination of the rental, all subject to the provisions below.

**3.2** If more than one (legal) person acts as tenant, each tenant is jointly and severally liable for the fulfillment of the obligations arising from the lease.

#### **4. Rental time**

**4.1** The rental is entered into for a minimum period of 2 weeks (5 working days per week).

**4.2** The rental shall commence from the agreed time of delivery, or on the date that the rented material or a first part thereof, if desired, is made available to the lessee earlier.

**4.3** The rental ends after the expiration of the specified date, or if later, on the date on which the rented material is received back by the lessor in its entirety, or in case of damage or loss, as soon as the written order for repairs is received.

#### **5. Rent and other fees**

**5.1** Lessee agrees to pay the agreed rent according to the then current rental rates and all fees resulting from the lease in a timely manner. The agreed rent is exclusive of sales tax.

**5.2** If, for whatever reason, the rented material is not picked up by the lessee at the agreed delivery time, or cannot be delivered to the lessee, the rent shall nevertheless be due from that date.

**5.3** If the rented material is returned before the expiration of the agreed rental period, the rental price for the entire agreed rental period shall nevertheless be due.

**5.4** Lessee shall further owe compensation in accordance with the rate per unit of weight stated in the contract in respect of - loading costs - unloading costs on return and as applicable:

- in accordance with article 10, cleaning costs - in accordance with article 12, repair costs and loss - compensation for other damage or whatever else the tenant owes in connection with the agreement - return costs in connection with crane use and sorting out, insofar as efficient unloading of the rented material makes this necessary.

#### **6. Liability, force majeure**

**6.1** During the rental, the rented equipment is at the expense and risk of the lessee from loading for transport to unloading upon return.

**6.2** The lessee is liable for all damage (including loss) caused to or by the rented equipment, regardless of how and by whom it was caused, including all (consequential) damage as a result of the delay and/or partial or total shutdown of the lessor's business, regardless of whether the lessee could invoke force majeure.

**6.3** The lessee indemnifies the lessor against all claims for compensation for damage caused to third parties by the leased material during the rental period when used, stored or transported.

**6.4** Lessor is not liable to Lessee for: - any damage, whether direct or indirect, due to defects in the leased material, of whatever nature, visible or invisible, and the consequences thereof; - business or consequential damages that the tenant may suffer as a result of default or delay in delivery; delivery of only part of the leased material, replacement or repair if they have been necessary as a result of normal wear and tear of the leased material;

**6.5** Lessor is also not liable to Lessee if Lessor's default is caused by force majeure, which includes business failures at Lessor, default to suppliers or carriers and strikes at Lessor, suppliers or carriers. Lessor undertakes to notify Lessee of the occurrence of force majeure as soon as possible. If the force majeure condition, whether interrupted or not, has lasted for more than thirty days, the parties have the right to cancel the agreement in writing. In such case, Lessee shall never have any right to compensation for any damage.

#### **Inspection and capacity**

**7.1** The lessor undertakes to make the rented material available in good condition. If nothing has been expressly agreed regarding the quality, the lessee can only claim a quality in accordance with what is normal and customary in the rental of the material in question.

**7.2** Lessee shall have the right to inspect or have the rented equipment inspected at its expense prior to the commencement of the rental and/or during the loading of the rented equipment.

**7.3** In case of rejection, replacement material will be provided by lessor if possible.



## **8. Transportation and transportation costs**

**8.1** Delivery shall be ex storage or location to be specified by Lessor. Transport to and from the place of delivery, including loading and unloading there are therefore at the lessee's expense and risk.

**8.2** If, at the end of the rental, Lessor requires that the rented material be delivered to a place other than that originally agreed upon, Lessee shall be obliged to comply. In such a case, however, lessor shall reimburse lessee for the cost of such transportation, to the extent that it exceeds that which would have been incurred had it been transported to the originally agreed upon place.

**8.3** If any transportation of the Leased Equipment is provided or arranged by Lessor on behalf of Lessee, Lessor shall in no way be liable to Lessee for any errors made by it or the carrier it engages.

**8.4** Lessee undertakes to take care of obtaining any necessary permits from appropriate authorities if the leased material is to be transported on public roads.

## **9. Maintenance and insurance obligations of the lessee.**

**9.1** Lessee is obligated to return the rented equipment at the end of the rental in the same condition as lessee received it from lessor.

**9.2** This obligation of Lessee includes: - keeping the rented equipment in proper and operable condition at his own expense; - proper surveillance of the rented equipment, including outside working hours. - not to overload the rented equipment in any way and/or to use it for any other purpose than for which the rented equipment is suitable or intended. Loss of value, repairs and renewals caused by improper use, overloading, inadequate maintenance, improper use, even if this has become apparent or necessary after the expiration of the rental, shall be borne by the lessee.

**9.3** During the rental, including loading and unloading, Lessee undertakes to take care of full insurance of the rented equipment against damage due to loss, theft and damage, including as a result of fire. This insurance should also include civil liability coverage. Lessee is obligated, if requested, to provide the policy and premium receipts

relating to the insurance to the lessor and to assign to the lessor any claim against the insurer in respect of a payment by way of security.

## **10. Site of use, (soil) contamination**

**10.1** Lessee is only entitled to use the rented equipment at the agreed location(s). Lessor reserves the right to immediately terminate the lease in writing if the equipment is moved to another location. In the event of dissolution, lessor shall nevertheless have the option to enter into a new lease agreement with lessee with respect to another location of the originally leased equipment.

**10.2** Use of the rented equipment abroad is permitted only with the express prior written consent of lessor. All additional risks and costs arising from transportation to and back as well as use abroad are the responsibility of the lessee.

**10.3** Except with the express prior written consent of Lessor, Lessee is not entitled to use the Leased Equipment in locations where there is chemical or otherwise contaminated or polluted soil and/or groundwater.

**10.4** If the leased equipment is used on chemically or otherwise contaminated or polluted soil, the lessee is obliged

to ensure complete cleaning of the leased equipment before its return.

This obligation also applies if the lessee becomes aware of the contamination after commencement of the rental, or if the contamination is not detected until the leased equipment is returned. Lessor shall be authorized, upon discovery of contamination, to forward the leased property upon return to a place and/or location to be designated in consultation with the Central Environmental Management Department.

**10.5** Furthermore, the renter is liable for all damage caused to or by the rented material as a result of contamination or contamination, including in any case extra cleaning costs, as well as costs of cleaning, removal or destruction of the contamination spread in the soil and/or groundwater on the grounds on which the rental company has stored the returned material, however and by whomever caused, including all (consequential) damage as a result of delay and/or partial or no shutdown of the company of the rental company or third parties, regardless of whether the renter could invoke force majeure.

## **11. Return**

**11.1** Lessee is obliged to return the rented property in the same condition and fully cleaned upon termination of the lease. After use on chemically or otherwise contaminated or polluted soil, the rented equipment must also be completely cleaned. Lessee shall have the right to have the condition of the returned property determined by an expert during unloading. If the lessee does not exercise this right, he shall be satisfied with the written statement by the lessor regarding the condition and number of the material returned and that which is missing therefrom.

**11.2** Lessee agrees to notify Lessor at least 2 business days before returning the rented equipment, whereby Lessor will indicate the place and time of return. If lessor fails to give notice of this, the leased material must be returned to lessor's storage yard.

**11.3** Acceptance by the lessor of the leased material upon the lessee's return shall not affect the lessor's claims for damages.

## **12. Damage**

**12.1** Damage to the leased equipment shall in any case include the loss and all costs of repair or restoration to be incurred by Lessor in order to restore the returned equipment to a condition comparable, in Lessor's judgment, to the condition before the commencement of the lease.

**12.2** In case of damage to the rented equipment, the lessee is obliged to report it to the lessor.

**12.3** Lessee shall be obliged to compensate Lessor for the damage on the basis of an itemized statement of the amount of the damage and the calculation underlying it to be provided by Lessor. Lessee shall be deemed to have agreed to this statement, unless within 14 days of the date, Lessee gives written notice of its disagreement.

**12.4** Lessee assumes the foregoing obligation under down and by name: - in case the rented material is warped, bent or otherwise twisted, or otherwise damaged for any reason; - in case the rented material is seriously soiled upon return; In the above cases, the lessor shall have the authority to reject or refuse to take back all or part of the returned material, with the obligation that the lessee pay compensation to the lessor for it.

**12.5** If and to the extent that the lessor provides the lessee with a further itemized written statement of the damage in this regard upon request, the costs associated with this shall be borne by the lessee.



### **13. Payments**

**13.1** Lessee agrees to pay to lessor within 30 days from the invoice date of each note it shall receive from lessor without any deduction or claim for set-off.

**13.2** If this term of payment is exceeded, the lessor shall be entitled to charge default interest on the outstanding amount from the due date until the day of full payment, obligations arising from the rental agreement. equal to the percentage of the promissory note discount rate applied by the Nederlandsche Bank plus 3%.

**13.3** All extrajudicial collection costs shall be borne by the lessee.

**13.4** Any complaints do not give the right to suspend payment.

### **14. Collateral**

**14.1** Lessor reserves the right at all times (including when the contract has already been partially performed) to require security, within a period to be set by it, in accordance with lessor's requirements for the proper and timely performance of its obligations under the lease.

**14.2** The security shall then remain in effect until such time as the lease is terminated.

### **15 Transfer, rights**

**15.1** The lessor retains ownership of the leased equipment. Lessee may not remove the license plate insofar as it is affixed, which may indicate the lessor's ownership rights in a manner recognizable to third parties.

**15.2** Lessee shall be obliged to declare to third parties, such as distraining creditors, the ownership of the leased material of Lessor as soon as there is a danger that a third party will regard the leased material as the property of Lessee. In such a case, the Lessee undertakes to inform the lessor immediately.

**15.3** The Lessee shall not be entitled to grant any rights to the leased equipment to third parties, to sublet it or to transfer its rights arising from this lease to third parties in whole or in part, without the express prior written consent of the Lessor, while the original Lessee shall not be released from its obligations until a signed statement is received by the Lessor from the new Lessee, which expressly shows the following: 1. number of pieces, dimensions and condition received. 2. acquisition date 3. mention of work 4. awareness of rates and terms.

### **16. Defaulting lessee.**

**16.1** Lessee shall be deemed to be in default by operation of law in the event Lessee:

- Acts in violation of any provision of the lease;
- is declared bankrupt, applies for a suspension of payments, any attachment is levied against him or in any other way becomes unable to fulfill his obligations or ceases to operate his business, or transfers control of it to another person.

**16.2** In a case as referred to in the preceding paragraph, lessor has the right to terminate the agreement immediately in writing without notice of default or judicial intervention. In the first case mentioned in paragraph 1, the lessor shall also have the option, instead of dissolution, to demand performance with damages from the lessee or to suspend its obligations under the lease without the lessor being liable for any damages or otherwise. The Lessee shall also be obliged to compensate the damage suffered by the Lessor as a result, which shall include lost profits, interest and costs.

**16.3** The provisions of the preceding paragraphs do not affect the lessor's right: - to demand immediate payment in full of what the lessee has become due under the agreement - all other rights of the lessor in respect of breach by the lessee elsewhere in these conditions or agreement.

### **17. Final Provisions**

**17.1** The rental agreement is governed by Dutch law.

**17.2** All disputes, including those which are only considered as such by one of the parties, which may arise between the parties as a result of the agreement, will be decided by the competent court.