

## General Terms and Conditions Van der Vlist

version 2026

### 1. General

In these Terms and Conditions, the following terms shall have the following meanings:

Subcontractors:	all persons employed by Van der Vlist for the performance of the Activities, who are not the subordinates of Van der Vlist.
Client	the client, customer, or counterparty of Van der Vlist.
Force majeure:	all circumstances that are not attributable to Van der Vlist and which, by virtue of law, legal act or generally accepted practice, are not for its account, and the consequences of which Van der Vlist could not reasonably have prevented. Force majeure shall always be understood to include, but shall not be limited to: fire, explosion, flooding as a result of natural disasters, as well as the consequences thereof.
Van der Vlist:	the companies, and each of them separately, belonging to the group of companies directly or indirectly affiliated with Van der Vlist Transportgroep B.V. (registered with the Dutch Chamber of Commerce under number 24313781).
Conditions:	the provisions of these General Terms and Conditions Van der Vlist.
Activities:	all actual and legal acts performed by Van der Vlist, including logistic and technical services such as inbound, outbound, transshipment, and storage, loading and unloading, transport and expedition, weighing, repackaging, cleaning, hoisting, assembly, installation, construction, renovation, repair, inventory management, customs activities, and fiscal representation.
Items:	the goods made available to, or provided to Van der Vlist, its Subcontractors or third parties by or on behalf of the Client for the purpose of performing the Activities.

### 2. Applicability

#### 2.1 GENERAL TERMS AND CONDITIONS USED BY THE CLIENT ARE EXPRESSLY REJECTED.

- 2.2 These Conditions apply to all legal relationships of Van der Vlist under which the Activities are being, or must be performed, regardless of whether such performance is done on commission, on other grounds, for payment, or free of charge.
- 2.3 Insofar as provisions of mandatory law apply to (parts of) the Activities, only those provisions of mandatory law from which no deviation is permitted shall apply, and the provisions of the Conditions shall apply in all other respects.
- 2.4 Van der Vlist shall be entitled to engage Subcontractors for the performance of the Activities. These Conditions shall also apply for the benefit of the Subcontractors and for the benefit of the subordinates of Van der Vlist.

### 3. Quotations, Rates, Payment, Suspension, and Security

- 3.1 Unless expressly stated otherwise by Van der Vlist, all offers made by Van der Vlist shall be non-binding until an agreement has been concluded. Van der Vlist shall be entitled to withdraw its offers.



- 3.2 Unless expressly stated otherwise, Van der Vlist's prices are quoted in euros, exclusive of VAT (value added tax) and other government-imposed levies. Furthermore, Van der Vlist's quotations are based on performance under normal conditions, including without limitation, loading and unloading locations that are safely and properly accessible and reachable, and during normal working hours, unless expressly stated otherwise. For special services, unusual, exceptionally time-consuming, unexpected or additional work requiring extra effort, unexpectedly longer routes, waiting times, or the compulsory use of unforeseen modes of transport, Van der Vlist shall be entitled to a reasonable additional remuneration, as well as reimbursement of any additional costs incurred.
- 3.3 All agreed prices are based on the circumstances prevailing at the time the quotation was made, or the agreement was concluded. In the event of a subsequent increase in one or more cost price factors — such as, for example, labour costs, fuel costs, taxes, and other governmental measures — Van der Vlist shall be entitled to increase the original price accordingly. Van der Vlist shall notify the Client in writing of any such price increase. If the Client does not accept the price increase, Van der Vlist shall be entitled to terminate the agreement insofar as the Activities have not yet been performed, without liability for any resulting damages.
- 3.4 If the Client wishes to make changes to the agreed Activities, Van der Vlist shall inform the Client of the consequences of such changes for the agreed prices, rates and delivery or completion periods. The Client shall be liable for any additional costs and/or damages resulting from the modification or cancellation of the assignment at the Client's request, which expressly includes liability for dead freight.
- 3.5 Unless caused by intent or wilful recklessness on the part of Van der Vlist, all costs arising from insufficient loading and/or unloading time, including demurrage, waiting time, and similar expenses, shall be borne by the Client.
- 3.6 Invoices issued by Van der Vlist shall be paid within thirty (30) days from the invoice date, into the bank account designated by Van der Vlist, without any deduction, set-off, or withholding of any kind. Disputing an invoice shall not suspend the obligation to pay it. Any amounts advanced or to be advanced by Van der Vlist, such as VAT or customs duties, shall be immediately due and payable, unless expressly agreed otherwise.
- 3.7 If the Client fails to timely pay any amount due to Van der Vlist, the Client shall be in default without any notice of default being required. In such case, the Client shall owe the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code, calculated from the date on which payment was due until the date of full settlement. Van der Vlist shall be entitled to charge the Client for extrajudicial and judicial collection costs incurred in relation to the claim. Extrajudicial collection costs shall be payable from the moment the Client is in default and shall amount to fifteen percent (15%) of the claim, with a minimum of €150.
- 3.8 The Client shall, at Van der Vlist's first request, provide sufficient security for its existing or future payment obligations towards Van der Vlist, or fully or partially prepay such obligations, in particular where Van der Vlist has paid or may have to pay amounts to third parties or governmental authorities. If the Client fails to comply with such a request, the Client shall automatically be in default without notice of default being required. In such case, Van der Vlist shall be entitled to suspend the performance of the Activities with immediate effect, or to terminate the relevant agreement in whole or in part. Termination or suspension shall not affect Van der Vlist's right to claim additional damages, including, but not limited to, direct and indirect losses, loss of profit, and incurred costs.
- 3.9 All claims of Van der Vlist shall become immediately and fully due and payable if the Client or its representative applies for a suspension of payments or bankruptcy, is declared bankrupt, initiates a WHOA procedure (*Court Approval of a Private Composition (Prevention of Insolvency) Act*), ceases or transfers its business activities in whole or in part to third parties, or loses control over all or part of its assets due to attachment or similar measures. In such cases, Van der Vlist shall be entitled to terminate the agreement, in whole or in part, with immediate effect, without further notice of default or judicial intervention. Termination shall be without prejudice to Van der Vlist's right to claim additional damages, including, but not limited to, direct and indirect losses, loss of profit, incurred costs, and other financial damage.



- 3.10 Van der Vlist shall be entitled to refuse delivery of the Items, documents, and funds in its possession in connection with the Activities to any party claiming entitlement thereto on any ground other than the agreed assignment or the agreed Activities.
- 3.11 Van der Vlist shall have a pledge and/or lien on all Items, goods, documents, and funds that Van der Vlist holds or will receive from the Client, regardless of the legal basis or purpose, as security for all existing and future claims that Van der Vlist has or may acquire against the Client. Van der Vlist may also exercise these rights for amounts owed to it by the Client in connection with prior legal relationships or previous assignments. In the event of non-payment of the claim(s) for which these rights are exercised, Van der Vlist shall be entitled to sell the pledged property in the manner prescribed by law.

#### **4. Provisions for the performance of the Activities**

- 4.1 Van der Vlist shall have full discretion as to the manner in which the Activities are performed, unless expressly agreed otherwise. Van der Vlist shall also be entitled to have the Activities carried out, in whole or in part, by third parties.
- 4.2 The mere indication of a delivery time by the Client shall not be binding on Van der Vlist. Arrival times shall not constitute strict deadlines and shall not be guaranteed by Van der Vlist, unless expressly agreed otherwise.
- 4.3 The Client is obliged to provide Van der Vlist, in a timely manner before the commencement of the Activities, with complete written information regarding any special or hazardous nature of the Items, the scope, weight, and handling of the Items, as well as all other information Van der Vlist requires to perform the Activities safely, properly, without delay, and in compliance with applicable laws and regulations. The Client shall make all such information available to Van der Vlist in due time. If the Items or the Activities are subject to governmental regulations, the Client shall provide all information and documents necessary for Van der Vlist to comply with such regulations in a timely manner.
- 4.4 The Client guarantees that the information and documents provided by the Client are accurate and complete, and that its instructions and the Items made available comply with applicable laws and regulations. Van der Vlist shall be entitled, but not obliged, to verify whether the information provided is accurate and complete.
- 4.5 The Client is obliged to make the Items available to Van der Vlist at the agreed location, time, and manner, in packaging sufficient for the relevant mode(s) of transport. The Client guarantees that all loading and unloading locations, as well as any other locations where Van der Vlist must perform Activities under the Client's instructions, are safe and suitable for the performance of the Activities.
- 4.6 The Client guarantees the structural integrity of the Items, including their suitability for the methods to be applied during the Activities, such as loading, unloading, lifting, securing, fastening, and transporting. The Client shall be responsible for providing and clearly marking proper lifting, securing, and fastening points on the Items, as well as indicating the center of gravity.
- 4.7 The Client shall be responsible for the loading, stowing, and unloading of the Items, unless agreed otherwise.
- 4.8 If no specific location has been agreed for the performance of the Activities, Van der Vlist is entitled to select a suitable location and to move the Items between suitable locations. If a specific location has been agreed, Van der Vlist is entitled, in consultation with the Client, to move the Items if this is deemed necessary for proper business operations and/or proper performance of the Activities. The Client may not withhold consent for such relocation if the alternative location is equivalent or better. Any relocation referred to in this Article shall be at Van der Vlist's expense, unless the relocation is required:
- a) for the benefit of the Client, or at its instruction, and/or
  - b) as a result of circumstances for which Van der Vlist is not liable, and/or
  - c) as a result of circumstances that reasonably cannot be attributed to Van der Vlist, and/or



d) as a result of regulations and/or at the direction of competent authorities.

4.9 The Client shall, at Van der Vlist's first request, immediately take back the Items if Van der Vlist considers there to be an urgent reason to do so. If no urgent reason exists and no other notice period has been agreed, Van der Vlist may require the return of the Items subject to a notice period of one week.

If Van der Vlist determines that failure to take action would be detrimental, for example due to the risk of loss or damage to the Items, other goods, the storage location, equipment, or persons, Van der Vlist is entitled, but not obliged, to take appropriate measures at the Client's risk and expense. Such measures may include, without limitation, clearing, removal, destruction, or otherwise rendering harmless the Items.

Van der Vlist shall inform the Client of the measures taken as soon as possible and, insofar as practicable, shall consult with the Client beforehand to determine the most appropriate course of action.

4.10 Upon termination of the Activities, the Client shall be obliged to take back the Items and to pay all outstanding amounts to Van der Vlist, as well as any amounts that are clearly foreseeable as due at that time. If the Client fails to take back the Items, Van der Vlist shall be entitled, at the Client's expense and risk, to:

- relocate the Items to other premises, and/or
- sell the Items privately or publicly fourteen (14) days after sending a registered written notice to the Client, without the need for any further formality;
- abandon or destroy the Items if it is reasonably likely that the costs of selling the Items would exceed the proceeds, or if, despite reasonable efforts, no buyer can be found.

In the event of a sale, Van der Vlist shall hold the remaining proceeds, after deduction of all costs and claims against the Client, available for the Client for a period of five (5) years. If the Client does not claim this amount within this period, the remaining balance shall accrue to Van der Vlist. No interest shall be payable on this amount.

4.11 The Client is obliged to return all goods that it has used from Van der Vlist, in good condition, at the latest upon completion of the assignment, or immediately upon Van der Vlist's request. Normal and permissible wear and tear shall be taken into account.

## 5. Liability of Van der Vlist

### In the event of forwarding or carriage

5.1 When Van der Vlist has expressly undertaken to arrange the transport of the goods as a forwarding agent, Van der Vlist's liability shall be governed by the Dutch Forwarding Conditions of FENEX, in the version deposited by FENEX at the time the agreement regarding the Activities was concluded, or, if the applicable version is unclear, by the version dated 1 May 2018.

5.2 Van der Vlist's liability arising from the carriage of the Items shall, where no mandatory legal provisions apply to such carriage, be governed by the following regimes, depending on the mode of transport used. In the case of carriage of the Items:

- a) by road, whether domestic or international, by the Convention on the Contract for the International Carriage of Goods by Road (Geneva, 1956), as supplemented by the Protocol of 1978 ("CMR");
- b) by sea, by the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, as amended by the Protocol of 1968 ("Hague-Visby Rules");
- c) by rail, by the Convention concerning International Carriage by Rail as amended by the Vilnius Protocol effective as of 1 July 2006, and the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM – Appendix B to the Convention) ("COTIF-CIM");
- d) by inland waterways, by the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways ("CMNI");
- e) by air, by the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 1999) ("Montreal Convention").



Subject to these Conditions, in the event of carriage the provisions of the transport documents issued by Van der Vlist or its Auxiliary Persons shall apply in addition to the aforementioned regulations and/or regimes as well as the provisions of the transport documents signed by Van der Vlist or its Auxiliary Persons as consignor.

- 5.3 Insofar as the applicable transport regimes do not contain any, or do not contain mandatory provisions regarding the carrier's liability for damage caused by delay, any liability on the part of Van der Vlist for any form of loss or damage resulting from delay is excluded.
- 5.4 In case of multimodal transport, Van der Vlist's liability shall be determined in accordance with the legal rules applicable to the part of the transport during which the loss or damage occurred, as well as by Articles 8:40 through 8:52 of the Dutch Civil Code.

### **Other liability**

- 5.5 All other Activities, other than carriage, shall be performed at the expense and risk of the Client. Van der Vlist shall not be liable for any loss or damage arising out of or in connection with such Activities, unless the loss or damage has been caused by the fault or negligence of Van der Vlist, its Subcontractors, or subordinates.
- 5.6 Without prejudice to the provisions of Article 5.5, Van der Vlist shall furthermore not be liable for any loss or damage resulting from the following circumstances or risks:
- a) the specific risks associated with the storage of Items in the open air, at the request of the Client, or in the case of Items that can only be stored in open areas, or where it is customary for Van der Vlist to store such Items outdoors;
  - b) handling, loading, stowage, or unloading of the Items by the Client or by persons acting on behalf of the Client;
  - c) the inherent nature of the Items, as a result of which they are damaged or lost, for example by ignition, explosion, melting, breakage, corrosion, decay, drying out, leakage, normal loss of quality, or infestation by vermin or rodents;
  - d) insufficient or defective packaging or marking of the Items, or incomplete or incorrect indications on the packages, such as numbers, letters, or marks, applied by or on behalf of the Client;
  - e) heat, cold, temperature variations, or humidity, unless it has been expressly agreed that the storage of the Items shall take place in a space specially equipped to protect them from such influences;
  - f) incompleteness or defectiveness of the numbers, letters, or marks on the packages applied by the Client.
- 5.7 Van der Vlist's liability arising from or in connection with the other Activities referred to in Article 5.5 — or, in the case of carriage, where none of the regimes referred to in Article 5.2 or any mandatory legal provisions apply — shall be limited to physical damage to the Items, and shall not exceed 4 Special Drawing Rights (SDR) per kilogram gross weight of the damaged or lost Item, with an absolute maximum of SDR 100,000 per event or series of events arising from the same cause.
- 5.8 In the event of loss or damage caused by the fault or negligence of Van der Vlist during Activities which, by their nature, cannot result in damage to the Items — such as fiscal or customs representation, permit applications, or other administrative Activities — Van der Vlist's liability shall be limited to 1,000 SDR per event or series of events arising from the same cause.
- 5.9 Van der Vlist shall never be liable for consequential, indirect, or non-material damage. This includes but is not limited to: loss of profit, missed savings, reduced goodwill, production loss, fines, downtime, and off-hire.
- 5.10 Van der Vlist shall not be liable for any event, loss, cost, or damage that is covered by the Client's insurance.



### **Lifting operations**

- 5.11 In the case of lifting or hoisting operations, whereby the Items are transported vertically or come to hang freely, or are guided during lifting or lowering, Van der Vlist's liability under these Conditions shall be limited to physical damage to the Items themselves, with a maximum of EUR 25,000 per event or series of events arising from the same cause.

### **Port and Terminal Operations**

- 5.12 In the case of Activities performed by Van der Vlist in the capacity of a terminal operator — such as operations on Van der Vlist's port premises, including loading and unloading of vessels, trains, and vehicles — Van der Vlist shall not be liable for any damage, unless the Client proves that the damage was caused by intent, gross negligence, or wilful misconduct of Van der Vlist itself or of persons responsible for the management of the company, measured by objective standards. If Van der Vlist is liable under this article, any such liability shall remain limited in accordance with article 5.7 of the Conditions.

## **6. Liability of the Client**

- 6.1 The Client shall be liable for all damage suffered by Van der Vlist, its Subcontractors, its employees, and other clients of Van der Vlist, caused by the Client, its Items, its subcontractors, or its employees. The Client shall indemnify Van der Vlist against claims by third parties in respect of such damage.
- 6.2 The Client shall be liable to Van der Vlist for all damage suffered by Van der Vlist as a result of the Client's failure to meet its obligations under these Conditions, or its obligations in connection with the Activities.
- 6.3 The Client shall be liable, and shall indemnify Van der Vlist, for all claims by third parties and costs directly or indirectly related to the Items and the performance of the Activities, including, but not limited to, fines, import duties, excise duties, disposal and destruction costs, detention, demurrage, and general average.

## **7. Force Majeure**

- 7.1 In the event of Force Majeure, the agreement shall remain in effect, but Van der Vlist's obligations shall be suspended for the duration of the Force Majeure. In such case, Van der Vlist shall have the right to terminate the agreement and shall be entitled to reimbursement of its costs and to charge for the portion of the Activities already performed. Van der Vlist shall in no event be liable for the consequences of Force Majeure.
- 7.2 In the event of Force Majeure, Van der Vlist shall inform the Client as soon as reasonably possible. Van der Vlist shall take all reasonable measures to end the Force Majeure situation as soon as possible and to mitigate its consequences.
- 7.3 All additional costs arising from a Force Majeure situation, including, but not limited to, unforeseen transport or storage costs, warehouse or site rental, demurrage, detention, etc., shall be borne by the Client and shall be paid upon first request by Van der Vlist.

## **8. Delivery of goods**

- 8.1 Goods delivered by Van der Vlist shall remain the property of Van der Vlist until full payment for such goods has been made. Any complaints must be submitted no later than at the time of delivery; otherwise, the goods shall be deemed to have been accepted without reservation. In the event of a timely complaint, Van der Vlist's liability shall be limited to the costs of repair, and Van der Vlist shall not be liable for any other damage or expenses.



## 9. Insurance

- 9.1 Van der Vlist shall not provide insurance for the Items, unless the Client has given a prior express written instruction to arrange such insurance, and Van der Vlist has accepted this instruction in writing. The Client must specify in detail against which risks the Items are to be insured. The insurance shall be taken out at the Client's expense and risk.
- 9.2 Van der Vlist shall arrange the insurance through an insurer, insurance broker, or intermediary. Van der Vlist shall not be responsible or liable for the financial standing, solvency, or actions of such parties.

## 10. Limitation and Expiry of Rights

- 10.1 Any claim against Van der Vlist shall become barred and expire by the mere lapse of 12 months. The period referred to in the preceding sentence shall commence on the day following the day on which the claim arose, or, in the case of claims relating to damage to or reduction in value of the Items, on the day on which the Items were delivered, or, in the case of loss of Items, on the day on which they should have been delivered.

## 11. Governing Law and Jurisdiction

- 11.1 All legal relationships between Van der Vlist and the Client, and the interpretation thereof, shall be governed by Dutch law.
- 11.2 All disputes between Van der Vlist and the Client arising out of or in connection with the Activities shall, in the first instance, be submitted to the competent court in Rotterdam.

General Terms and Conditions of Van der Vlist, Version 2026

The Dutch version of these Terms and Conditions shall prevail over any translations.

