



General terms and conditions of delivery of Kleinveld version June 2021

Article 1 Considerans

Kleinveld is a specialist in the field of vertical and horizontal exceptional transport. Kleinveld can carry out specific (partial) work activities and take on complete projects. In addition, it is involved in the rental of equipment, deployment of employees, maintenance, engineering and rental of warehouse and office space.

These general terms and conditions have been drawn up to clarify the rights and obligations of the parties with regard to the services to be performed and purchased under the agreement relating to Kleinveld and its affiliated legal entities, hereinafter referred to as Kleinveld.

Article 2 Definitions

In these general terms and conditions of delivery, the following terms are used in the following sense, unless expressly stated otherwise:

- a. Kleinveld: Kleinveld is the contractor. When referring to Kleinveld in these terms and conditions, this also includes:
 - Kleinveld Horizontaal en Verticaal Transport B.V. registered with the Chamber of Commerce under number 68754132;
 - Kleinveld Projecten B.V. registered with the Chamber of Commerce under number 68754132;
 - Kleinveld Holding B.V, registered with the Chamber of Commerce under number 68754132With its registered office at Bolwerk 2, in Zuidlaren
- b. Client: the counterparty of Kleinveld;
- c. Engineering: The design and translation of project images into a functional design in the broadest sense of the word.
- d. Documents: All goods made available to Kleinveld by the Client, including documents or data carriers, as well as all goods manufactured by Kleinveld in the context of the execution of the order.
- e. Know-how: Confidential knowledge with regard to various business data in the broadest sense and including, but not limited to, drawings, designs, sketches, models, procedures, guidelines, methodologies, algorithms and software, in which this knowledge is or will be are embodied.
- f. Work: both the provision of services, whether or not using Kleinveld's own machines, and the result of the service.
- g. Purchase: is the agreement in which Kleinveld undertakes to give an item and the Client undertakes to pay a price in money for it.
- h. Working hours: the time between 07:00 and 17:00 on Working Days
- i. Working Days: every day of the week with the exception of Saturdays, Sundays, generally recognised Christian and national holidays;
- j. General terms and conditions of delivery: the present general terms and conditions of delivery.

Article 3 Applicability

- a. These general terms and conditions of delivery apply to all offers made by Kleinveld, agreements concluded and the actual and legal acts performed in the execution of these. A copy of these terms and conditions can be downloaded for free [HERE](#) and will also be sent free of charge upon first request. The applicability of any other condition is hereby expressly rejected.



- b. If Kleinveld undertakes forwarding activities vis-à-vis the Client, the latest version of the industry-standard Dutch Forwarding Conditions ([FENEX expeditie](#)), as filed at the Registry of the Court in Rotterdam, apply.
- c. If Kleinveld undertakes vis-à-vis the Client to transport goods by road within the Netherlands, the latest version of the industry-standard General Transport Conditions ([AVC](#)) apply, unless mandatory law provides otherwise. Cross-border road transport and transport by Self Propelled Modular Transporter (SPMT) are subject to the provisions of the CMR Convention ([CMR](#)) as well as any amendments thereto insofar as these have entered into force for the Netherlands and, in addition, the aforementioned AVC.
- d. If Kleinveld undertakes vis-à-vis the Client to move goods horizontally with, for example, a crane, telehandler, aerial platform or forklift, or if Kleinveld undertakes vis-à-vis the Client to carry out assembly work, the latest version of the conditions of the Vertical Transport Association ([VVT](#)) applies, unless mandatory law provides otherwise. Cross-border road transport and transport by Self Propelled Modular Transporter (SPMT) are subject to the provisions of the CMR Convention ([CMR](#)) as well as any amendments thereto insofar as these have entered into force for the Netherlands and, in addition, the aforementioned AVC.
- e. If Kleinveld undertakes vis-à-vis the Client to keep goods in storage for a period of time determined by agreement, the latest version of the industry-standard Dutch Storage Conditions ([FENEX opslag](#)) as filed at the Registry of the Court in Rotterdam apply.
- f. If Kleinveld undertakes vis-à-vis the Client to perform engineering work, the latest version of the industry-standard Dutch Storage Conditions ([DNR 2011](#)) apply.
- g. The applicable industry terms and conditions are enclosed and can be found with the link. In the event of a contradiction between the aforementioned industry terms and conditions and the general terms and conditions of delivery, the general terms and conditions of delivery shall prevail.
- h. If the offers or the agreements concluded also or exclusively include:
 - the rental of movable property, then in addition to the general part, the provisions of the special part II also apply;
 - the provision of personnel, then in addition to the general part, the provisions of the special part III also apply.In the event of a conflict between the special part and the general part, the provisions of the applicable special part shall prevail.
- i. In the event of a contradiction between the conditions as set out in the agreement and the general terms and conditions of delivery and/or the industry conditions, the conditions as set out in the agreement will prevail.
- j. If one or more provisions in these general terms and conditions of delivery are at any time wholly or partially invalid or are nullified, the other provisions mentioned in these general terms and conditions of delivery will remain in full force and effect. In such a case, the parties will consult to agree on new provisions to replace the void or nullified provisions, whereby the aim and intent of the original provisions will be pursued as much as possible.
- k. If Kleinveld hires third parties for the performance of the work, these general terms and conditions are also stipulated for this third party, insofar as this third party would like to invoke them.

Article 4 Offers

- a. All offers and/or quotations are without obligation and are valid for a maximum of 30 days.
- b. Unless expressly agreed otherwise in writing, all prices and rates are in euros and exclusive of VAT.
- c. Verbal offers by Kleinveld or its subordinates are not binding, unless confirmed by Kleinveld in writing.
- d. Every offer is based on a performance by Kleinveld under normal circumstances and during normal working days, unless expressly stated otherwise in writing.
- e. The conclusion of an agreement and all changes thereto are never (only) dependent on a so-called Purchase Order to be sent by the Client, but an agreement is concluded by an offer from Kleinveld and an unambiguous acceptance thereof by the Client.



- f. If the Client provides Kleinveld with information and data, such as, but not limited to: numbers, weights, dimensions, compositions and times, the Client guarantees the correctness thereof and Kleinveld will base its offer on this.
- g. If Kleinveld's offer is not accepted, Kleinveld has the right to charge Client for all costs it has had to incur in making its offer.
- h. Unless otherwise agreed in writing, the Client guarantees that all (environmental) permits, licenses, exemptions and all other decisions necessary to perform the Work have been obtained in a timely manner.
- i. An increase in cost-determining factors arising after the conclusion of the agreement may be passed on by Kleinveld to the Client if the fulfilment of the agreement has not yet been completed at the time of the increase.

Article 5 Payment

- a. Unless expressly agreed otherwise in writing, payment must be made within 14 (fourteen) days of the invoice date, into the bank account specified by Kleinveld in the currency specified on the invoice.
- b. If the payment term is exceeded, Kleinveld is entitled to charge default interest on the outstanding amount from the due date until the day of full payment. The default interest is 1.5% per month.
- c. Irrespective of the agreed payment conditions, the Client is obliged, at Kleinveld's request, to provide what in Kleinveld's opinion is sufficient security for payment. If the Client does not comply with this within the set term, it will immediately be in default. In that case, Kleinveld has the right to dissolve the agreement and to recover its damage from the Client.
- d. The Client is not permitted to set off invoices against amounts which Kleinveld may owe to the Client. The Client is also not entitled to suspend payment under this Agreement in connection with any other agreement concluded with Kleinveld.
- e. In the event of liquidation, bankruptcy, seizure or suspension of payments under the Client, Kleinveld's claims against the Client are immediately due and payable.
- f. If payment has not been made within the agreed payment term, the Client will owe Kleinveld all extrajudicial costs. The costs are calculated in accordance with the collection rate of the Dutch Bar Association, with a minimum of EUR 250. If the actually incurred extrajudicial costs are higher, the actually incurred costs are due.
- g. If the costs incurred have not led to the desired result, this will not lead to credit, or at least does not release the Client from its payment obligation towards Kleinveld.
- h. If in legal proceedings the ruling is fully or partially in favour of Kleinveld, all costs incurred in connection with these proceedings will be borne by the Client.

Article 6 Information and data

- a. The Client is obliged to provide all (valid) data, not limited to information, knowledge and changes, which Kleinveld indicates are necessary, or which the Client should reasonably understand to be necessary for the correct execution of the agreement, completely, upon first request, and at least on time and in the desired manner, to Kleinveld. The foregoing also applies if the data comes from third parties.
- b. Kleinveld has the right to pass on to the Client additional costs associated with converting the data into the correct form. Kleinveld also has the right to suspend the execution of the assignment until the Client has fulfilled the obligations referred to in the previous paragraph. Kleinveld is not liable for any resulting damage. The Client indemnifies Kleinveld in this regard.
- c. The Client guarantees that all information supplied by it is free of copyrights or other rights. Kleinveld has no obligation to investigate this, and the full responsibility for this rests entirely with the Client. The Client fully indemnifies Kleinveld against claims from third parties in this regard.
- d. The Client guarantees the correctness and completeness of the aforementioned data, even if these are provided by or via third parties. Kleinveld is in no way liable and the Client indemnifies Kleinveld in this regard.



Article 7 Delivery and Completion

- a. The prices and rates stated in the offer for the delivery of goods are based on Delivery EXW (Ex Works) Bolwerk 2 in Zuidlaren, NL, in accordance with Incoterms 2020 unless the parties agree otherwise in writing.
- b. The Client obliges the carrier to provide Kleinveld with a consignment note.
- c. Irrespective of the provisions of the previous paragraphs, the parties can agree that Kleinveld will arrange for the conveyance or transport. Such an agreement applies as an agreement for the transport. Under no circumstances shall Kleinveld act as a carrier, but as a forwarding agent. The risk of storage, loading, transport and unloading also rests with the Client in that case.

Article 8 Intellectual property

- a. Unless otherwise agreed in writing, Kleinveld retains the copyrights and all intellectual property rights in the offers made by it and all other items provided, such as, but not limited to: supplied designs, images, drawings, (trial) models, formulas, methods and the like.
- b. The rights to the items referred to in paragraph a of this article remain the property of Kleinveld, regardless of whether costs have been charged to the Client for their manufacture. This information may not be copied, used or shown to third parties, or used for other commercial purposes other than for which it was provided, without the prior express written permission of Kleinveld. The Client is also expressly prohibited from selling the items provided by Kleinveld under paragraph a to, by or through third parties in any form whatsoever, unless otherwise agreed in writing.
- c. Client indemnifies Kleinveld against any claim by third parties with regard to the use of designs, images, drawings, (trial) models, formulas, methods and the like provided by or on behalf of the Client.

Article 9 Confidentiality and rights

- a. Both the Client and Kleinveld guarantee that all information, not limited to data and know-how, received from the other party will be treated confidentially and will remain confidential. Foregoing subject to the legal obligation to disclose certain data.
- b. The Client is expressly prohibited from reproducing, publishing or exploiting the information referred to in the previous paragraph, with or without the involvement of third parties, without Kleinveld's prior written consent.
- c. Kleinveld is entitled to store on an external disk, use and process the texts, drawings, designs, images, recordings and other products it has drawn up. Kleinveld ensures that no direct or indirect information about the natural or legal person is released.
- d. The technical elaborations supplied by Kleinveld - all this in the broadest sense of the word - are only intended for the Client and for the technical objectives of the Client itself. None of the products made by Kleinveld may be made public without Kleinveld's prior written consent - and other than for which the use is intended. Also, none of the products made by Kleinveld may be modified or reproduced; this includes reproduction by print, offset, photocopy or microfilm or in any digital, electronic, optical or other form. The products and services supplied by Kleinveld may not be resold to third parties. All this unless expressly agreed otherwise in writing and insofar as it does not go beyond the purpose and intent of the assignment.

Article 10 Requirements and suitability

- a. The Client cannot derive any rights from advice and information it receives from Kleinveld.
- b. The Client will guarantee the structural integrity of the cargo, including the suitability of the cargo for the method used during the work. Kleinveld will, unless explicitly agreed otherwise, not be responsible for the structural integrity of the cargo or for the suitability of the cargo for the method used.
- c. Kleinveld has the right to refuse the goods supplied by the Client at any time if they do not meet the aforementioned requirements, or if Kleinveld merely suspects that they do not meet the aforementioned requirements. Kleinveld is not liable for the consequences of such a refusal.



Article 11 Impracticability of the assignment

- a. Kleinveld has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations due to circumstances that were not foreseeable when the agreement was concluded and which are beyond its control.
- b. Circumstances that were not foreseeable by Kleinveld and that are beyond its control include: the circumstance that suppliers and/or subcontractors of Kleinveld do not fulfil their obligations or do not fulfil their obligations in time or the Client has made a mistake, the weather, earthquakes, government measures, unforeseen violation of laws and regulations in the broadest sense of the word, fire, loss or theft, loss of raw materials to be processed, computer failure, machine breakdown, or trade restrictions.
- c. Kleinveld is no longer authorised to suspend performance if the temporary inability to perform has lasted more than 3 months or if it is expected that it will last more than 3 months. The agreement can only be dissolved after this period and only for that part of the obligation that has not yet been fulfilled. In that case, the Client is not entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.

Article 12 Cancellation

- a. Cancellation of a reservation is not possible, unless a reservation was made free of charge.
- b. An order can only be cancelled in writing. In the event of cancellation, the Client owes the full costs incurred for:
 - project-specific investments already made
 - (de)mobilisation of employees and equipment, such as, but not limited to order picking, travel and accommodation costs, pre-testing, storage, certification and transport.
 - work preparation, such as, but not limited to research, testing, project supervision, contract work, permit application.

Where the costs are based on all work related to the initial agreement, including the changes made from the first moment of request.

- c. In the event of full or partial cancellation, the Client will also owe Kleinveld compensation as follows:
 - In case of work; in the event of cancellation during the assignment, or less than 48 hours before the last initial commencement of the assignment announced to Kleinveld:
 - 50% of the initial daily rate with a maximum of 7 days.
 - 8 working hours per person per shift, for a maximum of 7 days.
 - In case of purchase of goods:
 - lost profit

Article 13 Suspension

- a. Suspension of a reservation is not possible, unless the reservation was made free of charge. Extension of a reservation is only possible if this has been approved in writing by Kleinveld.
- b. An assignment can only be suspended in writing and the suspension applies from the last initial commencement of the assignment announced to Kleinveld. During the suspension, the Client owes Kleinveld compensation as follows:
 - In case of work:
 - at least 50% of the initial daily price;
 - at least 8 working hours per person per shift;
 - fixed and flexible ongoing costs, such as, but not limited to (de)mobilisation of employees and equipment, rent, travel and accommodation costs, storage, ongoing or to-be-obtained permits;
 - costs charged by third parties.
 - In case of purchase of goods:
 - fixed and flexible ongoing costs, such as, but not limited to (de)mobilisation of employees and equipment, rent, travel and accommodation costs, storage, ongoing or to-be-obtained permits;
 - costs charged by third parties.



- c. Without prejudice to other provisions of these terms and conditions, suspension is only possible under the following conditions:
 - suspension by the Client takes effect after a waiting period of 24 hours after the announcement of the suspension;
 - the duration of the suspension may not exceed the duration of the initially agreed assignment;
 - as soon as the Client has information on the basis of which it expects or can expect that a suspension is in the offing, it must immediately inform Kleinveld thereof, failing which the Client will be in default by operation of law.
 - as soon as the equipment or the employee(s) made available by Kleinveld is deployed again, the suspension is immediately terminated;
 - the possibility to suspend can only be based on circumstances unforeseen at the time of conclusion of the agreement;
 - when a period of suspension has started and the work is to be resumed, the Client must notify Kleinveld of this as soon as possible, but no less than 10 working days prior to the resumption of the work.
 - resumption of work is subject to availability.
 - the delivery of goods is extended by the duration of the suspension and is subject to availability.
- d. After 7 days of suspension, the order will be cancelled by operation of law. Article 8 applies.
- e. Kleinveld has the right to charge the Client for changes in the initial order and the costs for (extra) work preparation as a result of the suspension as additional work.

Article 14 Liability

- a. The Client is liable for damage as a result of any error, accident and event, and as a result of violation of another contractual or non-contractual obligation, with the exception of the deviations mentioned below and without prejudice to other provisions in these general terms and conditions of delivery. The Client will indemnify Kleinveld against any claim for damages in this regard.
- b. The Client must indemnify and hold Kleinveld harmless against claims and fines as a result of acts and omissions of the Client that constitute an infringement of sanctions legislation and/or regulations.
- c. In all cases, Kleinveld's obligations can be qualified as a best-efforts obligation. Kleinveld will act to the best of its knowledge. An obligation will only be regarded as an obligation of result if this has been agreed in writing.
- d. Kleinveld's liability is limited to direct damage to goods, as referred to in the industry-standard terms and conditions that have been declared applicable in article 3. If no industry conditions have been declared applicable, then Kleinveld's liability for damage to goods caused during the time that Kleinveld or someone on behalf of Kleinveld actually transports, processes, operates, controls, handles, repairs, maintains, rents, borrows, uses, stores or for any reason is in possession of these items is limited to € 5,000 per event or series of events with the same cause of damage. Kleinveld is never liable for damage resulting from property damage.
- e. Kleinveld is not liable for, and the Client indemnifies Kleinveld against all claims for product liability arising from items delivered or supplied, repaired or maintained in whole or in part by Kleinveld.
- f. Kleinveld is not liable for indirect, immaterial or consequential damage, such as but not limited to loss of profit, business interruption, reputation damage and missed assignments, unless this is caused by intent or gross negligence on the part of Kleinveld.
- g. If and insofar as Kleinveld is liable for whatever reason, this liability is at all times limited to a maximum amount of Euro 2,500,000 per event or series of events with the same cause of damage.
- h. In any event, Kleinveld's liability will lapse in its entirety if the Client, as soon as it becomes aware of circumstances for the first time, does not report this within a reasonable time, or if the Client does not act or fails to omit actions to prevent further damage.
- i. The parties cannot invoke any limitation of liability if and to the extent that loss or damage is the result of gross negligence or wilful misconduct on the part of the other party or its affiliates.



Article 15 Guarantee

- a. Kleinveld adheres to the instructions, procedures, information and the like provided by the Client and Kleinveld never gives any guarantee on the result.
- b. With regard to the purchase of goods, Kleinveld's liability does not go beyond what is stipulated in the warranty clauses of the original supplier.
- c. If Kleinveld itself is the manufacturer and there is non-conformity, the Client is entitled to have the missing equipment sent to it. If sending the missing item does not lead to a solution, the Client is entitled to repair. If repair does not lead to a solution, the Client is entitled to replacement. If replacement is not possible because the item in question is no longer available, the agreement will be dissolved.
- d. In the event that the Client benefits from repair or replacement, the Client must pay a proportional contribution.

Article 16 Retention of title and right of retention

- a. All goods delivered by Kleinveld by means of purchase remain the property of Kleinveld until the Client has fully complied with all obligations arising from all agreements concluded with Kleinveld.
- b. Kleinveld has a right of retention towards anyone who requires the surrender of goods and documents that it has in its possession in connection with the agreement.
- c. The Client is not authorised to pledge or otherwise encumber the items subject to retention of title.
- d. If third parties seize the goods delivered subject to retention of title or wish to establish or assert rights thereon, the Client is obliged to inform Kleinveld of this as soon as may reasonably be expected.
- e. In the event that Kleinveld wishes to exercise its property rights referred to in this article, the Client already now grants unconditional and irrevocable permission to Kleinveld, or to third parties to be designated by it, to enter all those places where Kleinveld's property is located and to take those items back.
- f. If Kleinveld cannot invoke its retention of title because the delivered goods have been mingled, distorted or changed by way of accession, the Client is obliged to pledge the newly formed goods to Kleinveld.

Article 17 Unaccepted goods

- a. If goods have not been accepted after the expiry of the final delivery date, they will remain at the Client's disposal. Goods that have not been accepted are stored at the expense and risk of the Client. Kleinveld may always invoke article 6:90 of the Dutch Civil Code.

Article 18 Delivery time

- a. The delivery/completion time and/or execution period stated in the offer will be approximated by Kleinveld. A specified delivery time or execution period is therefore never a strict deadline.
- b. When issuing the delivery/completion time and/or execution period, the Client guarantees that Kleinveld can perform the assignment under the circumstances known to Kleinveld at that time.
- c. The implementation period does not start until all details have been agreed, but not until at least:
 - all necessary items and data are in Kleinveld's possession;
 - final, approved instructions and provisions are in Kleinveld's possession;
 - the agreed (partial) payment has been received;
 - the necessary conditions for the execution of the agreement have been met.
- d. In the event of circumstances other than those known to Kleinveld when it established the delivery/completion time and/or execution period, Kleinveld may extend the delivery/completion period and/or execution period by the time necessary to complete the assignment under these circumstances. If the work does not fit into Kleinveld's schedule, it will be carried out as soon as its schedule allows.



- e. In the event of additional work, the delivery/completion time and/or execution period will be extended by the time required to perform the additional work. If the additional work does not fit into Kleinveld's schedule, the work will be carried out as soon as the schedule allows.
- f. In the event of suspension of obligations by Kleinveld, the delivery/completion time and/or execution period will be extended by the duration of the suspension. If continuation of the work does not fit into Kleinveld's schedule, the work will be performed as soon as the schedule permits.
- g. Exceeding the agreed (completion) time and/or execution period in no way entitles Client to compensation, unless this has been agreed in writing.

Article 19 Obligations on location

- a. Without prejudice to other provisions in these terms and conditions, the provisions of this article apply with regard to liability.
- b. Client guarantees that:
 - all permits, licenses, exemptions and all other appointments necessary to perform the Work have been obtained in a timely manner;
 - all necessary safety measures have been taken at the start of the Work and are maintained during the Work. The Client must ensure safe and healthy working conditions for Kleinveld's personnel, pursuant to the Working Conditions Act and/or any other national or international regulation in this regard, which are provided to the employer and/or the Location;
 - such measures have been taken to protect the personnel and equipment of Kleinveld as the Client would take for its own personnel;
 - the situation of the site at the designated Location is such that Kleinveld's equipment can be properly and safely assembled, disassembled, supplied, removed and set up;
 - the access roads to the Location or where the equipment and/or materials must also be delivered are suitable for Kleinveld's transport vehicles;
 - equipment and/or materials to be provided by the Client are present and made available to Kleinveld in the immediate vicinity of the work performed at that time;
 - there are connection options for water, lighting and electricity with sufficient power;
 - there is sufficient lockable and dry storage space for the equipment;
 - suitable enclosure(s) or other facilities such as toilet and washing facilities are available at the Location for Kleinveld's staff and all other persons possibly employed by Kleinveld for work, all this to the satisfaction of Kleinveld and in accordance with the Working Conditions Act;
- c. Kleinveld will itself provide a basic set of CE-marked and ISO/EN-standardised clothing and PPE. A basic set of PPE is understood to mean:
 - Helmet
 - Gloves
 - Safety (sun)glasses
 - Work shoes.

The Client is obliged to provide CE-marked and ISO/EN-standardised, effective and appropriate project-specific clothing and PPE, such as: special helmets, fire-retardant overalls, or overalls with a special coating, life jackets and breathing masks.

- d. If, despite the precautions referred to in paragraphs b and c of this article, Kleinveld is still held liable for a violation of the rules, or if it is impossible to perform the work, then there is gross negligence on the part of the Client and the Client is obliged to indemnify Kleinveld against the costs arising therefrom, expressly including costs arising from any sanctions, damage and/or instructions by, for example, the Labour Inspectorate.
- e. If equipment that is made available by the Client is used during the execution of the assignment, the Client guarantees to take out Fully Comprehensive Insurance, as well as WAM and work risk insurance, which also provides coverage for damage or injury to the person who uses the equipment. The insurance provides coverage during activities for which the agreement has been concluded with Kleinveld. Kleinveld is regarded as an insured person on the policy. Both the Client and its insurer guarantee to fully indemnify Kleinveld against all damage and claims resulting from damage to, with or by the equipment. If the Client acts in the capacity of the lessor under the agreement, the conditions under this article apply without



prejudice, whereby the Client must be referred to as the 'lessor' and Kleinveld 'the lessee/contractor'. Mutatis Mutandis.

- f. If the Client fails to fulfil its obligations as described in the previous paragraphs, the work will be suspended until the Client fulfils its obligations. The work will be carried out as soon as Kleinveld's schedule allows. In addition, the Client is liable for all damage resulting therefrom for Kleinveld.
- g. If the Client arranges transport facilities (including helicopter, boat) for bringing Kleinveld on board to the offshore base, the Client will provide all relevant travel and cancellation insurance for Kleinveld free of charge.

Article 20 Translation

- a. This is an English translation of these general terms and conditions of delivery. In the event of any dispute about the interpretation of these general terms and conditions of delivery, the Dutch text shall prevail.

Article 21 Applicable law and choice of forum

- a. Dutch law applies to every agreement between Kleinveld and the Client.
- b. The Vienna Sales Convention 1980 is excluded, as is any other international regulation for which exclusion is permitted.
- c. All disputes will be submitted in the first instance to the competent court in Assen, the Netherlands, unless this is contrary to mandatory law.

SPECIAL PART II, RENTAL OF MOVABLE PROPERTY

Article 22 Rental term

- a. The rental period commences with effect from the agreed delivery time, or on the date that the equipment or a first part thereof is made available to the Client earlier on request.
- b. The rental period ends after the end of the specified date or, insofar as later, on the date on which the equipment is received back in its entirety by Kleinveld.
The rental period ends after the end of the specified date or, insofar as is later, on the date on which the equipment is received back in its entirety by Kleinveld.
- c. If the equipment is returned damaged and/or polluted and/or contaminated, the rental period ends at the moment that the equipment is returned to a condition, in Kleinveld's opinion, that is comparable to that at the start of the rental period, except for wear and tear due to normal use.
- d. Saturdays, Sundays and public holidays and other days off are included in the rental period. Unless otherwise agreed, a part of a day counts as a whole day.
- e. If the equipment cannot be made available to the Client on the agreed date or during the entire rental period, Kleinveld will make every effort to offer the Client replacement equipment. If Kleinveld is unable to do so, the lease will be terminated by operation of law. In that case, any liability of Kleinveld is limited to paying the Client a compensation equal to the rental price during the period prior to the dissolution that the Client was unable to use the equipment.

Article 23 Rental price and costs

- a. If the equipment is returned before the agreed rental period has expired, the rental price is still due for the entire agreed rental period.
- b. Equipment with a combustion engine and/or fuel tanks will be delivered with a full tank and consumption will be charged upon return of the equipment.
- c. Kleinveld is authorised to change the agreed price if government costs and/or other factors that determine the cost price are increased.

Article 24 Delivery and transport

- a. The times agreed with Kleinveld, at which Kleinveld must deliver the equipment or the Client can collect the equipment, are an indication and not a strict deadline.



- b. Without prejudice to the other liability provisions, the Incoterms declared applicable under article 7, paragraph a, are declared applicable by analogy with purchase contracts to lease contracts, meaning that delivery is made customs cleared, on the arriving means of transport, ready to be unloaded at the agreed destination or the agreed point in that place. Unloading at destination is at the expense and risk of the Client. Delivery in parts is allowed.
- c. The Client is not permitted to forward the goods, or have them transported, to a place outside the EU in the name of Kleinveld. Notwithstanding other provisions in these general terms and conditions of delivery, the Client will fully indemnify and hold Kleinveld harmless against all damage and costs resulting from the transit of goods to a place outside the EU in the name of Kleinveld.
- d. The Client must provide Kleinveld with all information and documents regarding the presence of the goods without delay and upon first request.
- e. Kleinveld is not liable and the Client will indemnify Kleinveld against fines and damages as a result of insurance policies prescribed in a specific country that must meet the requirements set by that law.

Article 25 Testing, inspection and capacity

- a. Kleinveld undertakes to provide the equipment in good and maintained condition.
- b. At the time of delivery, the Client is obliged to inspect the equipment immediately (or have it inspected) and to examine whether the quality and quantity correspond to what has been agreed. If the Client does not inspect it, the equipment is deemed to have been delivered in good condition and complete, and the delivered item is definitively accepted without protest.
- c. All defects found must be reported to Kleinveld immediately and in writing by the Client. If the Client nevertheless puts the equipment into use despite the defects found, the Client's right to complain will lapse.
- d. As soon as a piece of equipment is under the supervision of the Client, the Client guarantees that it will at all times give Kleinveld the opportunity to inspect or replace the equipment as soon as Kleinveld itself, or a certifying and inspection body designated by the Minister, requires this. It is the Client's responsibility to check when an inspection and/or replacement must take place, and to inform Kleinveld of this in good time – at least 2 weeks prior to the necessary inspection or replacement.
- e. The provisions of this article also apply if the piece of equipment obtained by the Client under supervision has become part of another item, or if the piece of equipment is located somewhere in such a way that inspection and/or replacement is practically impossible in all reasonableness, for example in case the piece of equipment is offshore.

Article 26 Temporary or permanent replacement

- a. Kleinveld reserves the right to temporarily or permanently replace the equipment with equivalent equipment during the rental period if, in Kleinveld's opinion, this is necessary or desirable.
- b. The Client is not entitled to dissolve the Agreement or to suspend payment due to replacement.

Article 27 Use, maintenance and inspection

- a. The Client is obliged to manage the equipment during the rental period at its own expense and risk as a good lessee and to keep it in a proper and operational condition, failing which there is gross negligence, which means, among other things, that:
 - The Client only uses the equipment within the framework of all applicable legal provisions, as well as within its normal business operations and for the purpose for which the equipment is leased and suitable according to its nature;
 - The Client uses the equipment with due observance of the operating, handling and safety instructions communicated or supplied;
 - The Client only allows the equipment to be used by persons who are sufficiently qualified and/or certified to do so;
 - The Client does not use the equipment outside the Location mentioned in the agreement;



- The Client is obliged to manage, store and/or transport the equipment as recognisable property of/or provided by Kleinveld. The Client is prohibited from removing the (ownership) features present on the equipment;
- The Client takes all reasonable measures to prevent damage and/or loss of the equipment;
- The Client continuously inspects the equipment for proper functioning and carries out the daily maintenance. Daily maintenance includes in any case:
 - o regular cleaning of the equipment;
 - o regular oil changes in engines;
 - o maintaining coolants and lubricants;
 - o timely replacement of parts such as filters, belts, rubbers and rings;
 - o checking the condition of batteries;
 - o checking the operation of any cooling and heating elements;
 - o prevention of frost damage and water damage;
 - o adjusting and tuning relevant parts.
- b. In the event of any defect and/or damage to the equipment and/or damage occurring to or caused with or by the equipment, the Client must immediately notify Kleinveld in writing.
- c. Repairs may only be carried out with the express prior consent of Kleinveld and must be carried out by expert personnel. The parts required for daily maintenance or repairs must be obtained from Kleinveld or from companies designated by it.
- d. Repairs, renovations and replacements that are not the result of normal use or wear and tear are at the expense of the Client.
- e. Kleinveld is responsible for maintenance, repairs, renovations and replacements as a result of normal use or wear and tear of the equipment.

Article 28 Liability when renting movable property

- a. Without prejudice to other provisions in these terms and conditions, the provisions of this article apply with regard to liability.
- b. From the moment of delivery, the equipment and the use of the equipment are at the expense and risk of the Client. The Client indemnifies Kleinveld against claims from third parties.
- c. The Client is liable for all damage suffered by Kleinveld as a result of damage, loss, destruction and/or theft and the failure to remove residual materials from the equipment that occurred or was caused during the rental period, except for damage as a result of normal use or wear and tear, even if this damage only becomes apparent during inspection by Kleinveld after the rental period has expired.
- d. The Client is liable for all damage caused with or by the (use of the) equipment. The Client fully indemnifies Kleinveld against claims from the Client or third parties for compensation in connection with (the use of) the equipment.
- e. The Client is liable for all damage to or caused by the equipment as a result of pollution or contamination, including in any case extra cleaning costs, as well as costs of cleaning, removal, destruction of the dispersed pollution or contamination in the soil and/or groundwater on the site on which Kleinveld has stored the returned equipment, however and by whomever caused, including all (consequential) damage as a result of delay and/or (partial) shutdown of Kleinveld or third parties, regardless of whether the Client could invoke force majeure.

Article 29 Termination and redelivery

- a. If the agreement has been entered into for an indefinite period of time, it can be terminated by written notice, with a notice period of at least 2 months, unless otherwise agreed.
- b. The Client is obliged to return the equipment in the same condition as it was at the start (except for normal wear and tear) and fully cleaned at the latest upon termination of the rental period.
- c. In the event of a difference of opinion about the condition of the equipment, the Client is under the obligation to prove that the equipment has been returned in good condition.
- d. The Client undertakes to inform Kleinveld of the return of the equipment at least 3 working days before the return, whereby Kleinveld will indicate the place and time of the return.



- e. If the parties have agreed that Kleinveld will collect the equipment from the Client at the end of the rental period, the Client must notify Kleinveld at least 3 working days before the end of the rental period that the equipment can be collected.
- f. If the rental period expires without Kleinveld being again in possession of the equipment, Kleinveld is entitled to immediately take back the equipment. The obligations arising from the agreement remain in force until the equipment is again in Kleinveld's possession, without prejudice to the Client's obligation to compensate the damage suffered by Kleinveld, unless the late return cannot be attributed to the Client.
- g. If, in the opinion of Kleinveld, the equipment is not clean when it is returned, Kleinveld is entitled to clean the equipment or have it cleaned at the expense of the Client.
- h. In the event of pollution or contamination of the equipment, Kleinveld is authorised not to accept the equipment upon return and to forward it at the Client's expense to a place and/or Location to be designated in consultation.

Article 30 Ownership and subletting

- a. The Client is not authorised to alienate, pledge or otherwise encumber the equipment.
- b. The Client is not authorised to sublet the equipment to third parties or allow third parties to use (parts of) the equipment without the express prior consent of Kleinveld.
- c. The Client is obliged to demonstrate to third parties, such as attaching creditors, Kleinveld's right of ownership regarding the equipment. If third parties seize any equipment or wish to establish or enforce rights thereon, the Client is obliged to inform Kleinveld thereof without delay.

SPECIAL PART III, PROVISION OF PERSONNEL

Article 31 Provision of personnel

- a. Kleinveld will make every effort to carry out the assignment carefully and to represent the interests of the Client to the best of its ability. Before the start of the assignment, the Client will provide Kleinveld with an accurate description of the position, job requirements, working hours, duration of the work, work activities, workplace, working conditions and the intended duration of the assignment.
- b. Kleinveld reserves the right, at its own expense, to replace the personnel it makes available to the Client at any time with other equally qualified personnel.

Article 32 Duration of work and working hours

- a. The working hours of the Client will apply to the personnel made available, unless different agreements are made between the parties.
- b. Client guarantees that the working hours and the resting and working times of the personnel made available meet the legal requirements. The Client will ensure that the personnel do not exceed the legally permitted working hours and the agreed working hours. The Client indemnifies Kleinveld as the employer of the personnel made available against any liability in this regard.

Article 33 Proper exercise of leadership and supervision

- a. The Client will behave with regard to the personnel made available to it in the same careful manner as it is obliged to vis-à-vis its own employees.
- b. The Client is not permitted in turn to 'second' the personnel made available to a third party; that is to say to make the personnel available to a third party for the performance of activities under the supervision or direction of this third party. Secondment also includes making available by the Client to a (legal) person with which the Client is affiliated in a group (concern).
- c. Employment abroad of the staff made available by a Client established in the Netherlands is only possible under the strict management and supervision of the Client and for a definite period of time, if this has been agreed in writing with Kleinveld and the staff made available



have agreed to this in writing. The Client shall ensure that all formalities are complied with. The Client indemnifies Kleinveld against any liability in this regard.

- d. The Client will compensate the personnel made available for damage suffered by the personnel if an item belonging to the personnel, which has been used in the context of the assigned work, has been damaged or destroyed. The Client indemnifies Kleinveld against any liability as employer of the personnel made available with regard to the damage referred to in this article.

Article 34 Responsibility, liability and insurance

- a. Without prejudice to other provisions in these terms and conditions, the provisions of this article apply with regard to liability.
- b. The Client declares that he is aware of the fact that he is regarded as an employer in the Working Conditions Act.
- c. The personnel made available will work under the direction, supervision and responsibility of the Client. It will give the necessary instructions and fulfil the obligations arising from article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations regarding safety at the workplace and good working conditions in general.
- d. If Kleinveld is obliged to continue to pay wages and supplements in the event of illness and that illness is the result of non-compliance with the obligations as referred to in art. 7:658 Dutch Civil Code by the Client, the Client is obliged to reimburse Kleinveld for all costs resulting from that obligation to continue to pay wages and supplements, as well as all other costs, such as reintegration costs.
- e. The Client will compensate the personnel made available for - and indemnify Kleinveld against - all damage (including costs entailing the actual costs of legal assistance) suffered by the personnel in the context of the performance of the work, if and insofar as the Client and/or Kleinveld is liable for this under article 7:658 of the Dutch Civil Code.
- f. The Client shall properly insure itself and keep itself insured against the risk of damage to third parties caused by the personnel made available in the performance of the work assigned to the personnel by the Client. The Client will indemnify Kleinveld against any claim by third parties in connection with this agreement.
- g. The Client will insure itself and remain insured against liability for damage as a result of errors of the personnel made available in accordance with the provisions of article 6:170 of the Dutch Civil Code.
- h. If Kleinveld is unexpectedly confronted at any time (for example, on the basis of an actual or fictitious employment relationship) with one or more (additional) tax assessments, additional VAT assessment, in connection with this agreement, the Client indemnifies and holds Kleinveld blameless against any claims in this regard, as well as for all other levies and fines.
- i. If the situation as referred to in paragraph h arises, the Client is entitled – if possible, jointly with Kleinveld – to challenge the opinion of the Tax Authorities regarding the alleged withholding and remittance obligation before proceeding to payment. Kleinveld will cooperate as much as possible in such a legal claim and will in any case refrain from anything that could damage the Client's position in this regard.

Article 35 Duration and termination of the agreement

- a. The Client can only terminate the agreement prematurely under the condition that the payment obligations related to the provision of personnel continue until the expiry of the initially agreed term of the agreement. The payment obligation is based on the usual or the expected work pattern of the person made available. This, unless Kleinveld and the Client have agreed otherwise in writing.
- b. If the Client wishes to terminate the personnel provided while nothing has been agreed about the duration of the agreement, a notice period of one month applies.
- c. If the reason for the termination is a dispute with the person provided or a conflict situation, the Client must inform Kleinveld of this in good time. Kleinveld will then investigate whether the dispute or conflict situation can be resolved. The Client must make every effort to prevent and resolve a dispute.



Article 36 Establishment of a (direct) employment relationship between the Client and the provided personnel

- a. If the Client wishes to enter into an employment contract or other type of employment relationship directly with a person made available to it by Kleinveld, it shall immediately inform Kleinveld thereof in writing. The parties then enter into consultation to discuss the wishes of the Client. The basic principle is that the Client owes Kleinveld a reasonable fee for the services rendered by Kleinveld in connection with the provision, recruitment and/or training of the employees made available in accordance with the provisions of article 9a, paragraph 2 of the Allocation of Workers by Intermediaries and/or other laws and regulations in this regard, insofar as these have entered into force in the Netherlands.
- b. The Client will not enter into an employment contract directly with the person made available if the Client has not legally terminated the Agreement with Kleinveld.
- c. The Client is prohibited from inducing the personnel made available to enter into an employment contract or other type of employment relationship with another company, with the intention of hiring the personnel made available through this other company.