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A.	<u>GENERAL</u>	
1	Definitions	
	In these Delivery Terms and Conditions the following definitions apply:	

Activities: all services to be performed by Kleinveld for Client under an Agreement, including engineering, transport, rental, secondment and storage services.

Engineering: the activity whereby Kleinveld designs a (lifting, transport, and/or rigging) plan and/or constructions, and/or performs (strength) calculations and/or (ground pressure) analyses on behalf of the Client.

Secondment: the Activity whereby Kleinveld provides Personnel on behalf of its Client.

Kleinveld: Kleinveld Projecten B.V., the user of these Delivery Terms and Conditions.

Load: the cargo, object(s) to be transported and/or lifted and/or relocated and/or salvaged by Kleinveld in any manner whatsoever under the Agreement and/or for which Kleinveld performs the Engineering.

Delivery Terms and Conditions: these Delivery terms and conditions of Kleinveld for Engineering, Transport, Rental and Storage.

Location: the place where the Equipment will be used, where the Personnel will perform work and/or where the Transport will be carried out.

Equipment: the material and/or gear that Kleinveld provides and/or will provide to Client, under the Agreement, for vertical and horizontal transport activities of and by the Client.

Client: any natural person or legal entity with whom Kleinveld enters into an Agreement or to whom Kleinveld makes an offer.

Storage: the activity whereby Kleinveld keeps Storage Objects in/on its premises on behalf of its Client.

Storage Objects: the items which the Client temporarily stores with Kleinveld.

Agreement: the agreement concerning (a combination of) Activities, however named or referred to, between Kleinveld and the Client.

Party/Parties: Kleinveld and/or the Client.

Personnel: the employee(s), subordinate(s) and assistant(s) whom Kleinveld, in accordance with the Agreement, makes available and/or will make available to the Client in connection with the operation, configuration, (dis)assembly and supervision of (heavy) equipment for vertical and horizontal transport activities of and by the Client.

Transport: the Activity in which Kleinveld uses its own vehicles/machines or third-party vehicles/machines (not being the Client) to move the Client's Load vertically and/or horizontally, or has it moved by a third party, whether or not at the Client's Location.

Rental: the activity whereby Kleinveld, by Agreement, makes its Equipment and/or Personnel available to the Client in connection with the performance of vertical and horizontal transport activities of and/or by the Client.

2 Applicability

2.1 All offers and/or quotations and all Agreements of Kleinveld and its Client shall be exclusively governed by these Delivery Terms and Conditions. Once an agreement has been concluded with the Client on the basis of the Delivery Terms and Conditions, the Client agrees to the applicability of these terms and conditions to future and/or follow-up agreements and Activities with/of Kleinveld.

2.2 General (purchase) terms and conditions and other stipulations (derogating from the Delivery Terms and Conditions) used by the Client are expressly rejected by Kleinveld, even if they are referred to in offers, invoices and/or on stationery, unless these have been expressly accepted by Kleinveld in writing.

2.3 If any provision or any part of a provision of the Delivery Terms and Conditions is, for any reason, wholly or partly not binding,

- this will not affect the binding nature of the remaining provisions of the Delivery Terms and Conditions or of the remaining part of the provision concerned.
- 2.4 Kleinveld is entitled to unilaterally amend these Delivery Terms and Conditions. Amendments shall also apply to Agreements already concluded. Amendments shall be communicated to the Client in writing or by e-mail and shall enter into force thirty (30) days after such notification, unless another date is stated in the notification.
- 2.5 The Delivery Terms and Conditions also extend to third parties engaged by Kleinveld for (the performance of) its Activities.
- 3 Offers and the conclusion of the Agreement**
- 3.1 All offers made by Kleinveld are without obligation, unless expressly stated otherwise. The offers of Kleinveld may not be multiplied or made available for inspection by third parties without the consent of Kleinveld. Kleinveld is at all times entitled to charge the cost of the offer/quotation to the Client.
- 3.2 The offer(s) and/or quotation(s) is (are) dated and valid as of that day for 30 days. Kleinveld is not bound by the period of validity of offer(s) and/or quotation(s) and may therefore revoke its offer(s) and/or quotation(s) at any time. After acceptance of Kleinveld's offer(s) and/or quotation(s), whether or not within the 30-day period, the offer can only be revoked by Kleinveld immediately.
- 3.3 Agreements (as well as amendments thereto) shall be established by written or electronic confirmation from Kleinveld and/or by acceptance of the offer(s) and/or quotation(s) by the Client, unless Kleinveld revokes its offer(s) and/or quotation(s) immediately after acceptance thereof by Client. Furthermore, an agreement is concluded when Kleinveld executes an order, in full or in part, given by the Client without prior confirmation. In that case, the Client shall always bear the risk for the performance of the (possibly multi-interpretable) Agreement and any resulting incorrect performance of the Activities. If the Agreement is concluded with two or more Clients, they are jointly and severally bound to fulfil the Agreement.
- 3.4 For Agreements for which, in accordance with their nature and scope, no offer/quotation or order confirmation is made, the invoice is deemed to reflect the Agreement correctly and completely, unless a written complaint is lodged within eight days of the invoice date.
- 3.5 All offers of Kleinveld are based on the information provided by the Client, the situation, including the presence or absence of objects, as described by the Client and/or as visually encountered upon the inspection, viewing or indication of the (location of the) Activities.
- 3.6 Drawings, technical descriptions, designs and calculations produced by Kleinveld or on its behalf, remain the property of Kleinveld. The aforementioned items may not be made available or shown to third parties with a view to obtaining a comparable quotation. Nor may they be copied or otherwise reproduced. If no order is placed, these documents must be returned within 14 days after a request to that effect by Kleinveld at the Client's expense.
- 3.7 If an Agreement is concluded with two or more Clients, they shall be jointly and severally liable and Kleinveld will be entitled to performance of the entire Agreement vis-à-vis each of them.
- 4 Fees and expenses**
- 4.1 Kleinveld shall be entitled to the entire and agreed fee, including all expenses incurred by Kleinveld in the context of the performance of the Activity. The expenses associated with the performance of the Activity shall be deemed not to be included in the fee, unless otherwise agreed in the Agreement.
- 4.2 The expenses are all costs that do not relate to remuneration for the actual performance of the Activities, but are (indirectly) related to them, such as (among other things, but not exclusively) travel and accommodation costs, (multiplication) costs of documents, photos and scale models, land registry, translation and administrative charges fees and other advance payments.
- 4.3 Kleinveld shall always be entitled to charge the expenses separately to the Client. Under no circumstances is the Client authorised to suspend and/or set off its payment obligation in respect of the expenses.
- 5 Prices, changes and additional work**
- 5.1 All prices mentioned in Kleinveld's offers are expressed in Euros (€) and are gross prices, exclusive of tax(es) and/or levies (including turnover tax and import and export duties) and environmental levies, unless explicitly indicated and/or agreed otherwise.
- 5.2 The prices and other conditions are based on the type and scope of Activities as stated in the offer. Split orders give Kleinveld the right to revise the prices and conditions stated in the offer.
- 5.3 Kleinveld shall be entitled to increase the price in the event of a price increase of cost-determining elements after the offer and/or quotation and/or between the time of the conclusion of the Agreement and its completed performance, and irrespective of its foreseeability. Cost-determining elements shall include, but not exclusively, cost increases resulting from increases or changes in wages, charges, taxes, duties, user fees, freights, levies, prices of raw materials and energy, as well as changes in exchange rates, increases in costs charged by suppliers or changes in the law. Such a price increase shall not entitle the Client to terminate the Agreement. The price increase applies to those parts of the Agreement that have not yet been completed.
- 5.4 Kleinveld is entitled to charge a separate amount for administration and/or handling costs for Activities with an invoice value lower than an amount to be determined by Kleinveld.
- 5.5 Kleinveld is entitled, even without notifying or consulting the Client, but always with due observance of the principles of reasonableness and fairness, to replace goods and/or make changes to the agreed Activities or to perform additional work if it deems this necessary for the proper and professional performance of the agreed Activities or if it becomes necessary as a result of new or amended (government) regulations.
- 5.6 Kleinveld is entitled to charge separately for additional work. Additional work is deemed to be anything delivered, installed and/or performed by Kleinveld in excess of the quantities and/or activities explicitly laid down in the Agreement and/or the order confirmation
- 6 Payment**
- 6.1 Payments must be made within the payment term indicated on the invoice and in any case within fourteen (14) days of the invoice date, unless agreed otherwise in writing, failing which the Client shall be in default by operation of law, without any demand or prior notice of default being required.
- 6.2 If the Client fails to pay any amount due by him on time, an interest rate of 5% per month shall be payable on the (invoice) amount from the due date of the invoice until the date of full payment.
- 6.3 All judicial and extrajudicial costs related to the collection of any claim against the Client shall be borne by him, without having to be notified by Kleinveld. The extrajudicial costs shall be at least 15% of the invoice amount(s), with a minimum amount of € 750.
- 6.4 If payment in instalments has been agreed, Kleinveld shall send the relevant instalment invoice to the Client on or after the occurrence of a payment term. The turnover tax payable by the Client to Kleinveld shall be stated separately.
- 6.5 Kleinveld shall always be entitled to demand a down payment and/or an advance payment and/or a provision of security from the Client prior to (the performance of) Activities and/or additional work. Kleinveld is entitled to demand this during the term of the Agreement and with respect to follow-up agreements. If the Client does not comply with the request for down payment and/or an advance payment and/or a provision of security, Kleinveld shall be entitled to terminate the Agreement, whereby Kleinveld shall be entitled to compensation. The Client can not enforce any rights regarding the performance of the Agreement before the requested down payment and/or an

	advance payment and/or a provision of security has taken place.	8.1	The Client is responsible for and will ensure the obtaining of all permits, licences, road closures and other authorisations that are necessary for the performance of the Activities.
6.6	The Client has the duty to immediately report inaccuracies to Kleinveld in payment data that have been provided or stated.	8.2	The Client will ensure that the Location is readily accessible, that the Equipment can be mobilised properly and safely and that the Activities can start on the agreed date and can be performed without interruption or hindrance.
6.7	Payments made by or on behalf of the Client serve successively to pay the extrajudicial collection costs due, the judicial costs, the interest due and then, in chronological order of oldest in date, the outstanding principal sums, regardless of any instructions to the contrary from the Client.	8.3	The Client is responsible for providing sound hoisting, stowing, jacking and/or lashing points which should be sufficiently strong for the execution of the Activities.
6.8	Without Kleinveld's express permission, the Client shall not be permitted to suspend, to offset or to balance its payment obligation(s) vis-à-vis Kleinveld with any claim of the Client against Kleinveld for whatever reason. The Client may not invoke a right of retention against Kleinveld.	8.4	The Client shall ensure that the working conditions at the Location (in particular with regard to safety and health) are good and in full accordance with the required standards and in full compliance with local regulations and requirements.
6.9	Complaints regarding invoices from Kleinveld must be submitted in writing within eight (8) days of the invoice date, failing which the invoice shall be deemed to be correct and complete and any claim against Kleinveld in this respect shall lapse.	8.5	The Client shall, free of charge, provide Kleinveld with all information that is reasonably required in connection with the performance of the Agreement, such as - but not limited to - relevant technical documentation.
6.10	If the Client fails to comply with any obligation under the Agreement and/or Delivery Terms and Conditions, all claims which Kleinveld holds vis-à-vis the Client shall become immediately due and payable, without any further notice of default being required, and Kleinveld shall also be entitled to suspend its (further) performance of all its obligations arising from the legal relationships with the Client.	8.6	The Client shall inform Kleinveld in writing which natural person or persons are authorised to represent the Client and shall, where necessary, specify the limitations of his or their authority.
7	Performance and deadlines	9	Insurance
7.1	Unless otherwise agreed in writing, the Activities shall start after the Agreement has been concluded and after and as long as Kleinveld disposes of all the provisions necessary for the performance and all objects, documents, drawings, calculations, licences, exemptions, approvals, allocations and data necessary for the performance and/or to be provided by the Client, after the Client has provided information on the applicable safety measures and after any stipulated advance payment has been received by Kleinveld or security has been provided for Kleinveld's benefit.	9.1	The Client is obliged to insure at its own expense the Load, the Storage Objects, its equipment and other objects necessary for that purpose, in which, with which or on which the Activities are performed, against all possible damage and/or theft. Unless agreed otherwise in the Agreement, Client is especially obliged during the term of the Agreement - as far as applicable - to take out and maintain an insurance covering at least adequate coverage for loss, theft, property damage and/or injury caused to or by the Load, Storage Objects and/or equipment used in the performance of the activities and originating from the Client. The Insurance must provide cover at the Location where the Activities are performed as well as during the Transport. The Client shall take out all mandatory statutory insurances prescribed by the applicable legislation. The minimum coverage of such insurance is EUR 2,500,000 per claim and EUR 5,000,000 per year. At Kleinveld's first request, the Client shall provide proof of insurance and payment of the premium.
7.2	Kleinveld will execute the Agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship and will make every effort to properly perform the Activities whether or not by engaging third parties - whether or not on behalf of and at the expense and risk of the Client - and whether or not in parts.	9.2	The Client's insurance will provide that the insurer waives any right of subrogation against Kleinveld, its employees and subordinates. Kleinveld will be listed as co-insured in the policy.
7.3	The time limits specified by Kleinveld within which the Activities will be carried out are always approximate and do not apply to Kleinveld as strict deadlines, unless expressly agreed otherwise in writing.	9.3	Kleinveld shall, during the term of the Agreement, take out and maintain a liability insurance with a coverage of EUR 2,500,000 (two million five hundred thousand euros) per event for property damage and personal injury caused by any act or omission of Kleinveld. This insurance can only be invoked if Kleinveld is liable under these Delivery Terms and Conditions and/or the Agreement. Client's insurance shall in all cases be regarded as primary with respect to Kleinveld's insurance(s).
7.4	If the Agreement is amended or supplemented, the time limits within which the Activities are carried out, may be adjusted by Kleinveld.	10	Complaints
7.5	In case of late performance of the Activities, Kleinveld shall be in default only after a written notice of default.	10.1	The Client is under the obligation to examine or inspect the Load or the Storage Objects immediately upon receipt or taking back.
7.6	If strict (performance) deadlines are exceeded, or in the event of default after written notice of default, the Client is not entitled to compensation and/or non-performance of any of its obligations under the Agreement, but only to request performance within a reasonable period set by the Client.	10.2	If the Load is received or Storage Objects are taken back by the Client without the Client, or someone else on its behalf, having determined their condition in the presence of Kleinveld, or without having notified reservations to Kleinveld - if the reservations concern visible losses or damages, no later than at the time of taking them back, or if the reservations concern invisible losses or damages, within five working days after the goods have been placed at its disposal - indicating the general nature of the loss or damage, then the Client shall, unless proven otherwise, be considered to have received, accepted and approved the goods in good condition, after which any claim against Kleinveld with regard to possible loss or damage of the Load or Storage Objects shall immediately lapse.
7.7	If the Activities cannot be performed because the Client has not given Kleinveld sufficient opportunity to do so and/or because the Client has not provided Kleinveld with sufficient information and/or instructions necessary for the performance, the Client shall be in default by operation of law and all consequences thereof shall be for the Client's account. Kleinveld shall then be entitled to recover from the Client all damage it suffers as a result of not being able to perform the Activities or not being able to perform them on time.		
7.8	In the event of force majeure, as well as if delays have been caused by the actions or omissions - culpable or not - of the Client or a third party, the time limits within which the Activities are to be performed will be extended by at least the duration of the delay.		
8	Obligations of the Client		

- 10.3 A claim by the Client regarding the Load or Storage Objects does not suspend the Client's (payment) obligation(s) of the delivery and any other deliveries, nor does it entitle the Client to offset.
- 10.4 If a claim by the Client is unfounded, the costs incurred by Kleinveld including any investigation costs, shall be borne in full by the Client.
- 11 Force majeure**
- 11.1 In the event of force majeure on the part of Kleinveld, Kleinveld shall be entitled – at its discretion – either to suspend the performance of the Agreement for the duration of the force majeure, or to terminate the Agreement in whole or in part, such without judicial intervention and without Kleinveld being obliged to pay any compensation.
- 11.2 Force majeure is defined as every circumstance beyond Kleinveld's control - even if already foreseeable at the time of the conclusion of the Agreement - which permanently or temporarily prevents the fulfilment of the Agreement or makes it onerous, as well as, insofar as not already included, war, floods, epidemics, scarcity of materials, equipment, work materials, absence of supplies necessary for Kleinveld (such as raw materials, goods, water and electricity), revocation of licences, lack of manpower and/or personnel, strikes, unworkable days due to (extreme) weather conditions (such as high winds) and other similar events and/or serious disturbances in the company of Kleinveld or one of its suppliers and/or subcontractors. This applies regardless of whether the circumstances causing the force majeure occur in the Netherlands or in another country.
- 12 Liability of Kleinveld**
- 12.1 The liability of Kleinveld is limited or excluded in accordance with the stipulations as set out in art. 11 of the present Terms and Conditions of Sale, except in the case where the (scope of the) limitation and/or the exclusion of Kleinveld's liability is (otherwise) prescribed by law. In such a case, said clauses shall only apply insofar as this is compatible with the text, purpose and purport of the relevant mandatory statutory provision. In the event of incompatibility, Kleinveld shall replace the incompatible part by a clause that is valid and binding and whose consequences correspond as closely as possible to those of the incompatible part, taking into account the contents and purpose of the Agreement.
- 12.2 Kleinveld is not liable for damage resulting from incorrect and/or incomplete information provided by or on behalf of the Client, as well as damage caused by inaccuracies or defects in the designs, images, drawings, sketches, calculations, samples, specimens, examples, shapes, machines, tools and (auxiliary) materials provided by or on behalf of the Client to Kleinveld.
- 12.3 Kleinveld is not liable for damage caused by incorrect or unauthorised use, excessive load and/or inadequate maintenance of all objects originating from the Client by the Client.
- 12.4 With the exception of the amount of the insurance excess, Kleinveld shall, in no event, be liable for any event or series of events, losses, costs or damages, which fall/falls or should fall under the coverage of the Client's insurance(s).
- 12.5 Parties shall be liable vis-à-vis each other for the insurance excess under the insurance policies of the other Party to the extent that the acts or omissions of that Party gave rise to a claim under the insurance policy of the other Party. The liability under this paragraph shall in no case exceed EUR 25,000 (twenty-five thousand euros) per event. Client shall indemnify Kleinveld against all claims, costs, liabilities and damages exceeding the aforementioned liability limit.
- 12.6 Without prejudice to the limitations of Kleinveld's liability agreed elsewhere in these Delivery Terms and Conditions, Kleinveld's liability shall, in all cases, be limited to compensation of only the direct damage in connection with an attributable failure in the performance of an Agreement and to a maximum of the amount paid out by its insurer and in any case limited to a sum of EUR 5,000,000.
- 12.7 Kleinveld shall not be liable for any form of indirect loss, including but not limited to consequential loss, for example consisting of direct or indirect trading loss, stagnation damage, delay damage, loss of orders and loss of profits. Kleinveld shall furthermore not be liable for penalty damage.
- 12.8 Furthermore, a failure on the part of Kleinveld shall only be attributable if there is intent or gross negligence on the part of an executive officer of Kleinveld.
- 12.9 The Client indemnifies Kleinveld against all claims of third parties, however called, related to the (performance of) Activities of Kleinveld.
- 12.10 Any right to claim on the part of the Client, including for damage or for the repair or replacement of objects and/or the supply of a missing part, shall lapse if the defect, the fault, the shortcoming or the damage is reported too late and, in any case, shall lapse one year after the performance of the Activity(ies), unless the Parties have agreed on a different period by Agreement.
- 13 Liability of the Client**
- 13.1 The Client is responsible, inter alia, for the (content, accuracy and suitability of the) designs, drawings, calculations, specifications, data, items and materials provided by him or on his behalf, as well as for the orders, instructions and instructions given by him or on his behalf. The Client indemnifies Kleinveld and the Personnel against claims by third parties in connection with the aforementioned information, data and decisions.
- 13.2 The Client guarantees that the movable and immovable property with which, on which and/or to which Activities are performed by Kleinveld or third parties engaged by Kleinveld are safe and suitable for the Activities concerned.
- 13.3 The Client is liable for all damage resulting from defects in the Load, the Storage Objects, the equipment, the objects or the tools, placed at his disposal or prescribed by him.
- 13.4 The Client is – inter alia, in view of the high weight of the machines/equipment of the Client or the Equipment of Kleinveld - liable for all damage resulting from poorly accessible paths/roads, inadequate surfacing, obstacles, barricades, obstructions, waste (et cetera) at the Location.
- 13.5 The consequences of complying with statutory provisions or government decisions that come into force after the date of the offer, shall be borne by the Client.
- 13.6 The Client is liable for damage resulting from work performed or deliveries made by him or on his instructions by third parties.
- 13.7 All costs and/or damage resulting from circumstances which Kleinveld did not, in all fairness, have to take into account when entering into the Agreement, shall be borne by the Client.
- 14 Retention of title**
- 14.1 All goods delivered by Kleinveld shall remain Kleinveld's property until the moment of full payment of all that Kleinveld may claim under the Agreement(s) concluded with the Client. This includes interest and costs and claims due to failure of the Client to comply with the Agreement. Furthermore, ownership shall not be transferred to the Client until the Client has paid all claims, also on account of other deliveries, in full. The Client shall not be entitled to invoke a right of retention with regard to the safekeeping costs or to offset these costs against the performance owed by the Client.
- 14.2 The Client undertakes to keep the items that have been delivered and/or made available, separately and to clearly mark them as the property of Kleinveld, and in the event that the Client fails to meet this obligation, it will be assumed that the items present on the Client's premises, of the kind provided or delivered by Kleinveld, belong to Kleinveld.
- 14.3 The Client is not entitled to alienate, rent out, give in use, pledge or otherwise encumber for the benefit of third parties, in whole or in part, the goods falling under the retention of title, other than within the framework of his normal business activities. In case of a breach of this provision, the price due, regardless of the payment conditions, shall be immediately payable in full. In the event of a permitted resale, the Client assigns to Kleinveld, upon conclusion of the Agreement, all rights to collect the purchase price ensuing from the resale. In case of incorporation into other goods, the Client shall be under the obligation to establish a pledge on these other goods in favour of Kleinveld at Kleinveld's first request.

- 14.4 Without prejudice to Kleinvelde's other rights, Kleinvelde is irrevocably authorised by the Client, in the event that the Client fails to fulfil its obligations vis-à-vis Kleinvelde, to enter the premises of the Client without any notice of default or judicial intervention and to repossess the goods supplied by Kleinvelde and/or belonging to Kleinvelde.
- 14.5 In case of attachment, (provisional) suspension of payment or bankruptcy, the Client is obliged to immediately inform the attaching bailiff, administrator or insolvency practitioner of the (ownership) rights of Kleinvelde.
- 15 Intellectual en industrial property**
- 15.1 The Client guarantees that the information and goods made available to Kleinvelde do not infringe any written or unwritten intellectual property right of third parties and declares to indemnify if it is held liable by third parties in this regard.
- 15.2 All (information contained in) offers, quotations, designs, models, tools, images, programming, opinions, catalogues, photos, drawings, calculations, software etc. and the related rights of industrial and intellectual property or similar rights become and remain the property of Kleinvelde, even if the Client has been charged for their production. The Client is not permitted to copy these, in whole or in part, or to hand them over to third parties, or to make them available for inspection and/or to inform third parties of their contents, unless Kleinvelde has granted prior written permission.
- 15.3 Kleinvelde in no way guarantees that the goods delivered to the Client and/or Activities performed do not infringe any written or unwritten intellectual property right of third parties.
- 16 Personal data**
- 16.1 In performing its obligations under the Agreement, the Client shall comply with all applicable laws and regulations regarding the protection of personal data. The Client shall treat personal data confidentially in accordance with the Dutch General Data Protection Regulation [*Algemene Verordening Gegevensbescherming* (AVG)] and related laws and regulations. The Client does not require any data from Kleinvelde that Kleinvelde is not permitted to provide under the relevant laws and regulations. The Client is responsible for the further processing of the data provided by Kleinvelde.
- 16.2 The Client is responsible for ensuring that personal data are only provided to Kleinvelde if and insofar as the Client is entitled to do this and has obtained any necessary consent from the persons concerned. The Client shall inform a third party of any personal data registered about him or her and the manner in which, when and for what purpose such data will be processed.
- 16.3 The Client indemnifies Kleinvelde against any claims by its employees or other third parties against Kleinvelde in connection with a violation by the Client of the provisions of this article and reimburses any related costs incurred by Kleinvelde.
- 17 Confidentiality**
- 17.1 The Client undertakes to keep confidential all confidential information obtained from Kleinvelde in the context of the Agreement. Information shall be considered confidential if this has been communicated by Kleinvelde to the Client or if it arises from the nature of the information. Offers, proposals, quotations and the Agreement (as well as prices and rates mentioned therein) are always confidential in nature. In case of breach of confidentiality, the Client forfeits an immediately payable fine of € 10,000 per event, without prejudice to Kleinvelde's other rights under the Agreement and the Delivery Terms and Conditions, including the right to claim (additional) damages.
- 17.2 Kleinvelde has the right to use the Client's name as a reference and to publicly disclose it as such.
- 18 Transfer of rights and obligations**
- 18.1 The Client is not permitted to pledge, sell or transfer the rights and obligations it has under the Agreement to a third party, except with the prior written consent of Kleinvelde.
- 18.2 At any time, Kleinvelde is permitted to pledge its rights under the Agreement, or to sell or transfer these to a third party.
- 19 Termination by giving notice, suspension and termination**
- 19.1 Kleinvelde has the right to terminate the Agreement by giving notice at any time without the need for a substantial reason. The notice of the termination by Kleinvelde must be given in writing.
- 19.2 The Agreement may be terminated by giving notice by the Client with due observance of a reasonable period of time and by means of a written and registered notice addressed to Kleinvelde, which must state the substantial reason for the termination, as well as the date as of when the termination is to take effect.
- 19.3 Kleinvelde is entitled to the fully agreed fee if the Agreement is terminated before the Activity is completed or before the time for which it was granted has expired, unless the premature termination is attributable to circumstances for which Kleinvelde is responsible.
- 19.4 The above does not affect the Client's obligation to fully reimburse all expenses incurred by Kleinvelde.
- 19.5 Furthermore, in the following cases Kleinvelde shall be entitled, without notice of default and without judicial intervention, either to suspend the execution of the Agreement or to terminate it in whole or in part, without having to pay any compensation or to provide a guarantee and without prejudice to its other rights:
- o if the Client fails to comply with any of its obligations arising from the Agreement concluded with Kleinvelde, the Delivery Terms and Conditions or any Agreement related thereto;
 - o if there are good reasons to fear that the Client is not or will not be able to comply with its obligations vis-à-vis Kleinvelde;
 - o in case of bankruptcy, suspension of payments, shutdown, liquidation, guardianship order or full or partial transfer of the Client's company, including the transfer of part of his receivables.
- 19.6 In each of the cases mentioned in the previous paragraph, all claims of Kleinvelde against the Client shall be immediately due and payable in full, the Client shall be obliged to immediately return the property of Kleinvelde and Kleinvelde shall be entitled to gain access to the grounds and buildings of the Client and to enter these, in order to take possession of the property in question. All costs involved and damages suffered by Kleinvelde as a result thereof shall be for the account of the Client.
- 20 Applicable law and disputes**
- 20.1 All legal relationships between Kleinvelde and the Client shall be governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods [*Weens Koopverdrag*] and foreign laws is expressly excluded.
- 20.2 The Dutch text of the Delivery Terms and Conditions shall always be decisive for its interpretation.
- 20.3 All disputes arising from or in connection with the Agreement(s) and/or these Delivery Terms and Conditions shall be subject to the jurisdiction of the competent court in the District Court of Noord-Nederland, location Assen.
- B. ENGINEERING**
- 21 Applicability**
- 21.1 Part B ("**ENGINEERING**") shall apply to all requests, offers and Agreements relating to transport by Kleinvelde.
- 21.2 Part A ("**GENERAL**") shall, in principle, apply in full to such requests, offers and Agreements, unless Part B or the Agreement expressly derogates therefrom.
- 22 Obligations of the Client**
- 22.1 The Client is obliged to provide Kleinvelde with a clear and written description of (insofar as applicable) the nature, origin, properties and composition of the Load and the Location prior to the performance of the Engineering. The Client is also obliged to ensure that all other data which Kleinvelde indicates to be necessary, or which the Client should reasonably understand to be necessary for the performance of the Engineering,

	are provided to Kleinveld in time and/or on Kleinveld's instructions. The Client guarantees the accuracy and completeness of all such information.		sign it and hand it over to the sender. If Kleinveld so desires, the Client is obliged to sign the consignment note. The signature may be printed or replaced by a stamp or any other mark of origin.
22.2	The Client is obliged, for the performance of the Agreement by Kleinveld, to provide all cooperation required by Kleinveld, to provide access and to take all necessary measures, all of which should be done in a timely manner and is at the Client's risk.	27.4	The consignment note may also be made out in the form of electronic messages in accordance with the format and level of security agreed between the parties as well as in accordance with the manner of sending, saving and recording agreed between the parties.
22.3	The Client is further obliged to warn Kleinveld immediately, promptly and in writing if, prior to, during or after the performance of the Engineering, he notices or should reasonably have noticed a shortcoming, inaccuracy, imperfection, defect, however called. This also applies to other circumstances relevant to the performance of the Engineering.	28	Liability of the Client
22.4	The Client will review documents produced by Kleinveld in the performance of the Engineering in a timely manner and will, after approval, authenticate these documents, if requested.	28.1	The Client is liable for all direct and indirect damage, whether occurring before or after the Transport of the Load, which is the result of an incorrect, unclear, incomplete and/or insufficient description of the nature, the characteristics and/or the composition, transport, loss, spillage, leakage and/or the blowing away of the Load.
22.5	The Client indemnifies Kleinveld against third party claims related to the engineering performed under the Agreement.	29	Compensation
22.6	The Client is liable for the consequences of non-compliance with the aforementioned obligations and indemnifies Kleinveld against third-party claims in this regard.	29.1	If the Agreement qualifies as an agreement for the carriage of goods by road (pursuant to Art. 8:1090 of the Dutch Civil Code), the compensation which Kleinveld - on account of non-fulfilment of the obligation to deliver the Load received for transport at its destination in the state in which it received it - (possibly) owes shall be limited to an amount of EUR 3.40 per kilogram that the Load (without packaging) weighed upon receipt of the Load by Kleinveld, but this shall, in total, never exceed the excess under the insurance as referred to in article 9.1 of the Delivery Terms and Conditions, unless otherwise provided by the Agreement. Kleinveld shall not be liable for any damage other than damage resulting from loss of and/or damage to the Load.
23	Performance		
23.1	Kleinveld shall perform the Engineering exclusively on the basis of the information, documents, descriptions and calculations made available to Kleinveld by the Client.		
24	Intellectual and industrial property		
24.1	All copyrights and other intellectual property rights relating to the Engineering performed by Kleinveld remain vested in Kleinveld. The Client acknowledges these rights and shall refrain from any infringement thereof.	29.2	Kleinveld shall never be liable for any (direct or indirect) damage suffered by the Client due to a breach of the obligation to transport without delay the Load received for transport, except in the case of intent on the part of an executive officer of Kleinveld.
24.2	Kleinveld reserves the right to use the knowledge that was gathered for the performance of the Engineering, for other purposes.	30	Acceptance
C.	TRANSPORT	30.1	Kleinveld is at all times entitled to refuse the Load, irrespective of the reason thereof.
25	Applicability	31	Termination and (additional) costs
25.1	Part C ("TRANSPORT") shall apply to all requests, offers and Agreements relating to transport by Kleinveld.	31.1	Kleinveld is entitled to terminate the Agreement immediately - without further notice of default - if, after acceptance of the Load it appears that the Load does not meet the Client's description and/or if the Client violates the obligations of this section. The Client shall in that case be required - where applicable - to remove and transport the Load from Kleinveld's premises at its own expense and risk. The Client is then also obliged to fully reimburse all costs incurred and damage suffered by Kleinveld in this respect.
25.2	Part A ("GENERAL") shall apply in full to such requests, offers and Agreements, unless Part C or the Agreement expressly derogates therefrom.	31.2	Kleinveld is, however, always entitled to charge the Client - instead of termination - for the (additional) costs which Kleinveld has incurred and will incur as a result of the breach of the obligations under this section.
26	Obligations of the Client	32	Amendment of the Agreement
26.1	The Client is obliged to provide Kleinveld with a clear and written description of the nature, origin, properties and composition of the Load prior to the performance of the Transport. The Client guarantees the correctness and completeness of the description of the Load.	32.1	Kleinveld is entitled to amend the Agreement due to (inter alia) the nature and composition of the Load, the transport method or if so required by (EU and/or national) legislation and regulation.
26.2	The Client offers the Load in such a way as to prevent loss, leakage, spillage or blowing away, as well as not to cause or to create any nuisance, danger, damage or injury for/to Kleinveld or third parties.	D.	RENTAL
26.3	The Client guarantees at all times that the Load does not contain any radioactive, asbestos-containing, corrosive, toxic, explosive and/or (seriously) contaminated material/waste.	33	Applicability
27	Consignment note	33.1	Part D ("RENTAL") shall apply to all requests, offers and Agreements relating to the renting out of Equipment by Kleinveld.
27.1	The Client is obliged, when making the Load available to Kleinveld, to hand over a consignment note stating that these Delivery Terms and Conditions apply to the Agreement.	33.2	Part A ("GENERAL") shall apply in full to such requests, offers and Agreements, unless Part D or the Agreement expressly derogates therefrom.
27.2	The Client is obliged to fill in the consignment note completely and truthfully and in accordance with the instructions therein and he guarantees the accuracy and completeness of the information provided by him at the time the goods are made available.	34	Delivery and risk transfer
27.3	Kleinveld is obliged to clearly identify himself as the carrier on the consignment note presented to him by the Client and to	34.1	Equipment made available or hired out by Kleinveld shall be deemed to have been delivered and the risk shall be deemed to have been transferred to the Client:

- o upon delivery ex works: the moment the Equipment is made available to the Client;
 - o upon delivery at another location: from the moment the Equipment is positioned or unloaded by Kleinveld.
- 34.2 All Equipment provided or rented out by Kleinveld shall be deemed to be in good condition unless the Client can provide proof to the contrary. By signing the (individual) rental contract, or failing this, by taking the rented object with it or by putting it to use, the Client declares to have received the rented object in good condition. Any complaints about the condition of the rented object and/or (the way of) installation must be reported in writing to Kleinveld by the Client within one working day after delivery.
- 35 Obligations of the Client**
- 35.1 The Client shall use, handle and (if necessary) load the Equipment with care and in accordance with its intended purpose, specifications and capacities.
- 35.2 If the Equipment is hired out without Kleinveld Personnel, the Client is obliged to man the Equipment with competent (own) personnel. The Client is fully responsible for the personnel operating the Equipment.
- 35.3 The Client must keep the Equipment in good condition and return it in good condition and cleaned after the end of the rental period and/or upon termination of the Agreement, for whatever reason.
- 35.4 Unless otherwise provided for in the Agreement, mobilisation and demobilisation of the Equipment by the Contractor will take place at the Client's expense.
- 35.5 The Client must always position the Equipment in such a way that its positioning does not conflict with safety, environmental and/or traffic regulations and poses no danger to Kleinveld or third parties. If necessary, the Client shall provide sufficient lighting and/or beaconing for the equipment and take the measures required for road safety.
- 35.6 On the day(s) on which the goods to be transported and/or replaced, are collected, the Client is obliged to keep the goods in an easily accessible place which is connected to the public road or at a place, determined in consultation, which can be reached easily and free of charge by the personnel and equipment of Kleinveld, in such a way that their positioning does not conflict with safety and/or traffic regulations and does not constitute a danger to Kleinveld or third parties. The Client shall be liable for all costs incurred by Kleinveld in connection with the Client's non-fulfilment of its obligations under this article.
- 35.7 If necessary during this period, the Contractor will repair and maintain the Equipment. The Client is not permitted to carry out such repairs and/or maintenance itself without the Contractor's express written consent. If repair and/or maintenance are necessary as a result of acts or omissions, including incorrect use, by or on behalf of the Client, the costs of repair and/or maintenance, including - but not limited to - the costs of labour, materials, travelling expenses and transport costs, will be borne by the Client.
- 35.8 The Client shall be fully liable for the costs and fines arising from the Equipment and shall indemnify Kleinveld in this respect.
- 35.9 The Client is not allowed to (sub)hire out the Equipment in whole or in part to a third party or to allow a third party to use the Equipment (free of charge), unless Kleinveld has given written permission for this.
- 35.10 Kleinveld does not indemnify the Client against obstructions, caused by third parties, that restrict the Client's enjoyment of the rented object.
- 36 Damage and theft**
- The Client is fully liable for damage, theft and/or deterioration of the Equipment, regardless of the cause, during the term of the Agreement.
- 37 Termination and return**
- 37.1 Upon termination of the Agreement, for whatever reason, Kleinveld shall be entitled to take possession of the Equipment without any notice of default and/or judicial authorisation and to enter the place where the Equipment is located. All costs related to this shall be for the account and risk of the Client.
- 37.2 The Equipment is again at Kleinveld's risk only after it has been collected or taken receipt of by Kleinveld. Kleinveld will inspect the condition of the Equipment when it is collected or received. Any damage, loss and/or soiling found during this inspection will, at all times, be payable by the Client.
- 38 Performance**
- 38.1 Unless otherwise provided for in the Agreement, the Client is responsible for and will ensure that it obtains all permits, licences and other approvals required to carry out the work with the Equipment.
- 38.2 Kleinveld is entitled to inspect the Equipment at all times. The Client shall give the Contractor its full cooperation in this respect upon request.
- 39 Cancellation/change**
- 39.1 The Client is entitled to cancel the (rental) Agreement in writing or electronically prior to the rental period, unless otherwise agreed in the Agreement.
- 39.2 If the Client cancels the rental Agreement, it shall be liable for the following compensation:
- o if cancelled up to 30 days before the start date of the rental 15% of the total rental price;
 - o if cancelled up to 14 days before the start date of the rental 50% of the total rental price;
 - o if cancelled up to 7 days before the start date of the rental 75% of the total rental price;
 - o if cancelled up to 2 days before the start date of the rental 90% of the total rental price;
 - o if cancelled within to 2 days before the start date of the rental 100% of the total rental price.
- E. SECONDMENT**
- 40 Applicability**
- 40.1 Part E ("SECONDMENT") shall apply to all requests, offers and Agreements relating to Secondment by Kleinveld.
- 40.2 Part A ("GENERAL") shall apply in full to such requests, offers and Agreements, unless Part E or the Agreement expressly derogates therefrom.
- 41 Obligations of the Client**
- 41.1 The Client shall provide Kleinveld with all the information necessary for the performance of the Secondment which the client should understand is important for the performance of the Agreement and/or which Kleinveld, in its opinion, needs in order to correctly perform the Agreement, whether or not at Kleinveld's request, in a timely manner and in the desired form.
- 41.2 Upon commencement of the Secondment, the Client informs the Personnel about the regulations, rules and/or house rules in force at the Client's premises and provides information about the specific characteristics and risks of the location.
- 41.3 The Client shall provide the Personnel free of charge with all goods, work clothing, personal protective equipment and other facilities necessary for the immediate performance of the work.
- 41.4 The Client shall consult with Kleinveld if the following occurs:
- planned changes to the content of the job of the Personnel and/or work or the de facto change in the (working) conditions under which the activity is performed;
 - facts and circumstances indicating impaired functioning of the Personnel;
 - facts and circumstances that could constitute an urgent reason for dismissal of the Personnel.
- 41.5 The Client is not allowed to employ the Personnel outside the Netherlands without Kleinveld's prior written consent.
- 41.6 The Client fully indemnifies Kleinveld for all damages, costs and losses (of third parties and/or the hired Personnel) arising from any act or omission of the Personnel.

42 Working conditions

- 42.1 The Client is required to ensure a safe working environment for the Personnel that is made available to him and to ensure compliance with laws and regulations during the Agreement.
- 42.2 The Personnel should be considered as hired-in Personnel ("borrowed servant"). The Personnel shall carry out the work under the supervision, direction and control of the Client and in the name of the Client.
- 42.3 The Client shall be fully responsible for and ensure a safe working environment for the Personnel and compliance with the Dutch (safe and healthy workplace) legislation [*arbo*] and the applicable Dutch Collective Labour Agreement [CAO]. The Client shall indemnify, defend and hold the Contractor harmless against and in respect of all claims, demands, actions and proceedings alleged and/or instituted against Kleinveld and/or Personnel in respect of any event, loss, costs, fines or damage for which Client is responsible under this article.

43 Working hours

- 43.1 During the performance of the Work, the Personnel shall observe (as much as possible) the working hours of the Client. The applicable Collective Labour Agreement and the other employment terms and conditions of the Personnel shall be taken into account.
- 43.2 For Work performed at times to which an additional payment applies under the Collective Labour Agreement and/or other employment terms and conditions of the Personnel (at Kleinveld), the Personnel shall be entitled to compensation for the extra hours worked. The additional payment for overtime, shift work and work at irregular times will be charged by Kleinveld separately.

44 Calamities

- 44.1 The Client shall immediately report any accident or near-accident involving Personnel to Kleinveld and, if required, to the Labour Inspectorate.
- 44.2 If, in urgent cases, the Personnel has to immediately stop their Work for the Client - regardless of the reason - the Client must report this forthwith in writing to the Kleinveld.

45 Secondment fee

- 45.1 Secondment fee is the amount owed by the Client to Kleinveld for Secondment of Personnel in a certain period and consists of the number of hours worked multiplied by the hourly rate or a fixed amount per period, excluding any surcharges, travel and accommodation costs and other expenses.
- 45.2 Kleinveld is responsible for the payment of social insurance premiums, wage tax and turnover tax relating to the Secondment. Kleinveld indemnifies the Client against possible claims in this regard.

46 Incapacity for work

- 46.1 In case of incapacity for work of the Personnel, the Client shall continue its payment obligations to Kleinveld, as long as and to the extent these costs are for Kleinveld's account pursuant to the employment contract between Kleinveld and the Personnel and as long as the Agreement has not been validly terminated.
- 46.2 Kleinveld will undertake activities aimed at reintegrating the Personnel as quickly as possible, in principle in the Client's work process. Insofar as necessary, the Client shall lend its full cooperation in this respect.
- 46.3 The occupational health care and medical assistance will be provided by the occupational health and safety service [*Arbodienst*] during the Secondment at Kleinveld's expense.
- 46.4 The client indemnifies Kleinveld against claims of the Personnel against Kleinveld in respect of incapacity for work caused by an accident at work in the course of performing work for the Client.

47 Replacement

- 47.1 Kleinveld shall not be obliged to replace the Personnel in case of (temporary) impediment, illness or leaving the employment. Kleinveld is not liable for any damage of whatever nature or extent suffered by the Client due to the Personnel not being deployable.

48 Termination by giving notice

- 48.1 Without prejudice to the provisions elsewhere in these Delivery Terms and Conditions, Kleinveld shall be entitled to terminate the Agreement, without being liable for compensation and/or without having to observe a period of notice, if the labour agreement between the Personnel and Kleinveld is terminated.

49 Non-compete and non-recruitment clause

- 49.1 Subject to Kleinveld's prior written consent, the Client and its affiliated companies and/or natural persons shall refrain, for a period of two years after the end of the Agreement, from approaching Kleinveld's Personnel directly or through the mediation of third parties and from making offers to them to induce them to conclude a (labour) agreement with the Client or to terminate the labour agreement with Kleinveld. In addition, the Client shall refrain from employing the Personnel after the end of the Secondment or using them for the benefit of the company on any basis other than via Kleinveld. The Client guarantees that companies affiliated to it shall refrain from the same conduct.

- 49.2 The client shall owe Kleinveld an immediately due and payable penalty of EUR 50,000 if the Client breaches its obligations under this article, which penalty may be claimed in addition to alternative and additional compensation under the law.

F. STORAGE

50 Applicability

- 50.1 Part F ("**STORAGE**") shall apply to all requests, offers and Agreements relating to Storage by Kleinveld.
- 50.2 Part A ("**GENERAL**") shall apply in full to such requests, offers and Agreements, unless Part F or the Agreement expressly derogates therefrom.

51 Obligations of the Client

- 51.1 The Client is required, when presenting the Storage Objects to Kleinveld, to provide a clear and written description of the nature, origin, numbers, characteristics, composition and hazard classes of the Storage Objects. The Client is furthermore obliged to present the Storage Objects to Kleinveld in good condition, properly packed and protected.
- 51.2 The Client guarantees the accuracy and completeness of the description of the Storage Objects it presents. The Client guarantees and vouches that it complies with all applicable (EU and national) laws and regulations and has all required (irrevocable) licences to present the Storage Objects for Storage to Kleinveld.
- 51.3 The Client complies with all administrative obligations arising from the relevant (EU and national) laws and regulations and/or licences.
- 51.4 The Client is obliged to present the Storage Objects at locations and times indicated by Kleinveld. The Client shall offer the Storage Objects in such a way as to prevent loss, leakage, spillage or blowing away, as well as to prevent nuisance, danger, damage or injury for/to Kleinveld or third parties from being caused or arising.
- 51.5 The Client guarantees at all times that the Storage Objects offered by it do not contain radioactive, asbestos-containing, corrosive, toxic, explosive and/or (seriously) contaminated material/waste.
- 51.6 The Client is at all times obliged to (actively) cooperate with sampling/analysis of the Storage Objects by or on behalf of Kleinveld. The costs involved in this are always for the Client's account.
- 51.7 The Client is fully liable for any government fines arising from the storage of Storage Objects and indemnifies Kleinveld in this regard.

52 Liability of the Client

52.1 The Client is liable to Kleinveld and/or third parties for damage, loss and/or costs resulting from incorrect and/or misleading and/or incomplete descriptions, indications or communications, as well as for damage, loss and/or costs resulting from defects to the Storage Objects and/or to the packaging that have not been communicated beforehand, even if this damage, loss and/or costs arose through no fault of its own. If the weight is not or wrongly stated, Client is liable for all damage, loss and/or costs resulting from it.

53 Relocation and (interim) repossession

53.1 Kleinveld is at all times entitled to move the Storage Objects to another storage location. The relocation will take place at the expense of Kleinveld unless this is:

- o in the interest of the Client;
- o as a result of circumstances for which Kleinveld is not liable;
- o as a result of circumstances that, in all reasonableness, are not at the risk and expense of Kleinveld, or
- o as a result of government regulations.

53.2 Kleinveld shall at all times be entitled to demand the repossession of the Storage Objects received in custody before expiry of the Storage period and without respecting any notice period, if there is an urgent reason, without being liable for compensation towards the Client.

53.3 An urgent reason shall be considered to be present, inter alia, if the Client does not comply with one or more other provisions of this section, if it appears that due to the presence of the Storage Objects there is a fear of loss and/or damage to other Storage Objects, to the storage place or to equipment, or harm to persons.

53.4 The Client remains obliged to pay the fee to Kleinveld until the day the Storage Objects are taken back.

54 Damage and loss

54.1 Kleinveld is not liable for damage and/or loss of the Storage Objects, except in the case where the Client proves that this is due to intent with the sole aim of causing the damage or gross negligence on the part of an executive officer of Kleinveld.

54.2 For Storage Objects which are stored on open terrain or which can only be stored on open terrain or for which it is common practice at Kleinveld to store them on open terrain, any liability of Kleinveld for damage, possibly related to such storage, is excluded.

55 Complaints

55.1 The Client has the obligation to examine and/or inspect the Storage Objects immediately when the Client takes them back.

55.2 If the Storage Objects are taken back by the Client without the Client, or someone else on his behalf, having determined their condition in the presence of Kleinveld, or without having informed Kleinveld of any visible loss or damage at the latest at the moment of taking them back, or if it concerns invisible loss or damage, within five working days after the Storage Objects have been placed at his disposal, expressing reservations to Kleinveld indicating the general nature of the loss or damage, he shall, except in case of proof to the contrary, be considered to have received, accepted and approved the objects in good condition, after which any claim against Kleinveld in respect of possible loss or damage of the Storage Objects shall lapse.

55.3 A complaint of the Client regarding Storage does not suspend the Client's (payment) obligation(s) of this delivery and any other deliveries, nor does it entitle the Client to set-off.

55.4 If a complaint from the Client is unfounded, the costs incurred by Kleinveld including any investigation costs, shall be borne in full by the Client.

56 Right of retention and public sale

56.1 Kleinveld shall (without prejudice to all other rights) be entitled to retain the Storage Goods at the expense and risk of the Client, until the claims relating thereto, as well as all other claims which Kleinveld may have against the Client, have been paid in full, that is unless sufficient security is provided for the payment of the claims and payment is not delayed as a result.

56.2 Kleinveld is furthermore entitled, without observing any formality, to sell the Storage Objects at the place, in the manner and on the conditions Kleinveld sees fit, publicly or in another manner if the law allows this, at the expense of the Client and to pay itself from the proceeds all amounts owed by the Client to Kleinveld, after a written notice of default has been sent by Kleinveld and the Client has been granted a reasonable period of time to take back the Storage Objects after termination of the Agreement or at the time agreed upon or communicated to Kleinveld or at another time in case of one of the urgent reasons mentioned.

56.3 If it is plausible that, in case of sale of the Storage Objects, the costs will be higher than the benefits or if no buyer is found despite a reasonable attempt thereto, Kleinveld is entitled to remove, have removed or destroy the Storage Objects. The Client will then remain liable for what is due, increased by the costs of removal or destruction.

56.4 In case of sale of the Storage Objects, Kleinveld will keep what remains of the proceeds after deduction of all costs and all claims against the Client, at the Client's disposal for five years, after which period the remainder, if not claimed, will fall to Kleinveld.