



Terms and Conditions of Logisnext Netherlands B.V.

GENERAL CONDITIONS OF SUPPLY

1. Definitions & Scope

1.1 In these General Conditions, the following terms shall have the following meanings:

<i>LNL</i>	Logisnext Netherlands B.V.
<i>Customer</i>	: any party to whom LNL supplies or has agreed to supply Goods and/or Services; any party for whom LNL carries out or has agreed to carry out (contract) work; and any party who has placed an order of any other nature with LNL.
<i>Goods</i>	all goods supplied and to be supplied by LNL.
<i>Services</i>	all services provided by LNL in the course of its activities.
<i>Agreement</i>	all agreements between LNL and the Customer relating to the sale and/or purchase and supply of goods and/or services and/or the performance of (contract) works by LNL to/for the Customer, as well as all other orders, instructions, orders and (legal) acts in connection with the sale and supply of goods and/or services and/or the performance of (contract) work.
<i>Conditions</i>	these general terms and conditions of LNL.
<i>Warranty Statement</i>	The statement issued by LNL regarding the warranty provided by LNL in respect of the Goods and/or Services supplied by LNL.
<i>Order</i>	An order or instruction placed by the Customer with LNL for the supply of goods and/or Services.

- 1.2 These Conditions apply to all offers and quotations issued by LNL, all Agreements, including the steps taken for their conclusion, the creation of a work, any supplementary or subsequent agreements, as well as to all legal acts, assignments, instructions and orders between LNL and the Customer in connection with the foregoing. These Conditions also apply to all forms of service provision by (an employee of) LNL to (an employee of) the Customer which is (in any way) related to the agreements referred to in the first sentence above (such as, for example, the provision of technical advice free of charge).
- 1.3 These Conditions apply exclusively in the sense that specific clauses and general conditions of the Customer shall not apply, unless and insofar as they have been expressly accepted in writing by LNL.
- 1.4 In the event of any conflict between the provisions of the quotation, the order confirmation, the Agreement and the Conditions, the following order of precedence shall apply:
 1. Agreement
 2. Order confirmation
 3. Quotation
 4. Conditions
- 1.5 If a "Warranty Statement for Used Machinery or Trucks" (Warranty Statement) is issued in connection with the purchase, sale or exchange of a used machine and/or truck, the conditions set out in that Warranty Statement shall also apply. Where the terms of the Warranty Statement deviate from these Conditions, the terms of the Warranty Statement shall prevail. In the event of any conflict between the terms of the Agreement and the Warranty Statement, the terms of the Warranty Statement shall prevail.

2. Offers & conclusion of the agreement

- 2.1 Unless expressly stated otherwise, all offers made by LNL, in whatever form, are non-binding in the sense that, even after the Customer has accepted an offer from LNL, LNL is entitled to withdraw the offer within three full calendar weeks of such acceptance.
- 2.2 Unless expressly stated otherwise, any statements or specifications regarding dimensions, capacities, performance or results contained in illustrations, drawings, catalogues, price lists, advertising material and the like are merely approximate and are not binding on LNL.

- 2.3 Offers made and prices quoted do not automatically apply to subsequent and/or repeat orders. If the Customer places additional and/or repeat orders, these shall be invoiced separately.
- 2.4 An Agreement is concluded if and when LNL has sent a confirmation of the Order to the Customer, in which case the date of the aforementioned order confirmation shall be decisive.
- 2.5 Verbal commitments made by and/or agreements reached with LNL employees without registered authorisation shall not be binding on LNL until and to the extent that they have been confirmed in writing by an authorised representative within LNL.

3. Delivery, risk and retention of title

- 3.1 The Customer is obliged to accept the Goods and Services, the supply of which has been agreed by LNL, at the time and at the location agreed between the parties under the relevant Agreement, Order and/or these Conditions.
- 3.2 The time for delivery or performance shall commence upon the conclusion of the Agreement or, if payment of a sum to LNL prior to or at the start of the performance of the Agreement has been agreed, upon receipt of full payment of that sum. If LNL is partly dependent on the Customer's cooperation for the performance of the Agreement and the Customer fails to provide such cooperation for any reason whatsoever, the time for performance shall be extended by such time as LNL reasonably requires to make up for the delay caused by the Customer's failure to cooperate. The same applies if delays in performance arise as a result of requests made by or on behalf of the Customer or a public authority to amend, modify or supplement what has been agreed. Furthermore, any additional costs incurred by LNL as a result of a delay as referred to in this paragraph shall be borne by the Customer. LNL shall only be deemed to be in default due to failure to meet a deadline if, following the expiry of the agreed time, the Customer sets a reasonable further deadline in writing (which period, however, may not be shorter than fourteen calendar days from the date of receipt of the notification) and LNL fails to fulfil its delivery obligation within that further period for reasons attributable to it.
- 3.3 Unless expressly agreed otherwise, delivery of goods shall take place ex-works as defined in the most recent version of the Incoterms drawn up by the International Chamber of Commerce, at LNL's works, LNL's warehouse or any other LNL site where it performs its activities.

- 3.4 The risk in relation to goods to be supplied by LNL shall pass to the Customer upon arrival at the place of delivery. If, at the time of delivery agreed between LNL and the Customer, the Customer fails to take delivery of the goods and the reasons for this are not attributable to LNL, the risk in respect of the goods shall pass to the Customer at the agreed time of delivery. All costs relating to storage and transport incurred by LNL in connection with the goods from the time of delivery referred to in the previous sentence shall be borne in full by the Customer.
- 3.5 Any agreed delivery time for Goods and Services is approximate only and does not constitute a strict deadline, unless otherwise expressly agreed in writing. If a delivery time is exceeded, the Customer shall under no circumstances be entitled to compensation for any (direct or indirect) loss, nor to terminate the Agreement, nor to suspend any obligation under the Agreement.
- 3.6 The Goods supplied by LNL under a sales agreement shall remain the property of LNL until the Customer has fully and properly fulfilled all obligations arising from all sales agreements concluded with LNL:
- a) the consideration(s) relating to the Goods supplied or to be supplied;
 - b) the consideration(s) in respect of the Services performed or to be performed by LNL pursuant to the purchase agreement(s);
 - c) any claims arising from the Customer's breach of a sales agreement or agreements, including claims for payment of interest and costs.
- 3.7 If the law of the country of destination of the purchased goods provides for more extensive options for retaining title than those set out in the preceding paragraph, it shall be deemed between the parties that these more extensive options have been agreed for the benefit of LNL, on the understanding that if it cannot be objectively determined to which more extensive rules this provision relates, the provisions set out in the preceding paragraph shall continue to apply.
- 3.8 If and for as long as Goods delivered by LNL are subject to a retention of title, they may only be resold in the ordinary course of business. The Customer's right to dispose of the Goods in the ordinary course of business shall lapse automatically if (i) the Customer's assets are seized, (ii) the Customer has applied for a suspension of payments or bankruptcy, or proceedings for the Customer's bankruptcy have been or are being brought, or (iii) the Customer enters into a payment arrangement with one or more of its creditors. The Customer is not authorised to pledge the Goods or to establish any other right thereto while they are still subject to a retention of title in favour of LNL. The Customer is obliged to include a similar retention of title clause in its agreements with third parties in respect of the Goods.

- 3.9 If the Customer creates a new item (in whole or in part) from Goods supplied by LNL, the Customer shall create that item on behalf of LNL and shall hold that item in trust for LNL until the Customer has paid all sums owed to LNL under the agreement. LNL retains all rights as the owner of the goods until the Customer has paid in full.
- 3.10 If the Customer fails to fulfil its obligations under any agreement entered into with LNL, or if there are reasonable grounds to fear that it will fail to do so, LNL shall be entitled to remove (or arrange removal of) any Goods delivered to the Customer that are subject to retention of title, whether from the Customer or from third parties holding the Goods on the Customer's behalf. The Customer is obliged to cooperate fully in this regard, including by providing access to the premises where the Goods owned by the Supplier are located, on pain of a penalty of 10% of the amount owed by the Customer per day.
- 3.11 If any third party seeks to establish or assert any right over the Goods supplied subject to retention of title, the Customer must notify LNL within 24 hours of becoming aware of this. In such cases, LNL is entitled to remove the Goods in question from the Customer's premises, either temporarily or permanently, or to arrange for their removal. All costs associated with the exercise of the retention of title, including transport and storage costs, shall be borne by the Customer.

4. Manuals and documentation

- 4.1 With regard to the machinery and equipment to be supplied, LNL shall provide the Customer with information on the construction, operation and maintenance of the machinery and equipment in the form of a manual or instruction booklet; however, this shall only apply in the case of a Dutch buyer and in the Dutch language.
- 4.2 The Customer is entitled to free training, provided this has been agreed in the relevant Agreement.
- 4.3 All drawings, images, catalogues, software and other data – insofar as they do not constitute a manual or instruction booklet as referred to in Article 4 – which LNL provides to the Customer shall remain the property of LNL and must be returned at LNL's first request. Unless prior written consent has been obtained, the information referred to may not be copied or disclosed to third parties.

5. Price & adjustments

- 5.1 Unless expressly stated otherwise, any price quoted or agreed does not include VAT or any other government levy payable in connection with the Agreement and, where LNL arranges for the transport of goods, does not include the costs associated with packaging, packing, transport and insurance. LNL may charge for the items mentioned in the previous sentence in full and separately.

- 5.2 Unless otherwise agreed, the prices set out in LNL's price list on the date the Agreement is concluded shall apply.
- 5.3 If the Customer has provided LNL with incorrect information and/or a change is made to the Agreement or the order, LNL shall be entitled to adjust the price even after the Agreement has been concluded.
- 5.4 If the costs incurred by LNL in performing the Agreement increase because cost factors relevant to the price – such as wages, social security and other insurance contributions, materials, foreign exchange rates, etc. – have risen since the date of LNL's most recent (price) quotation, LNL shall be entitled to charge for those additional costs by adjusting the price.
- 5.5 If LNL and the Customer have agreed on a price in a currency other than the Euro, and that currency depreciates against the Euro after the date of LNL's final (price) quotation, LNL shall be entitled to adjust the price to the extent necessary to compensate for the depreciation that has occurred until the date of full payment.

6. Payment and performance by the Customer

- 6.1 Unless otherwise expressly agreed, the agreed price must be paid in full, without any discount or offset, within three weeks of the invoice date stated on the relevant invoice, by transfer to the bank account specified by LNL for this purpose. LNL is also authorised to issue invoices for partial deliveries. If no payment term has been agreed, the payment term shall be 30 calendar days.
- 6.2 Unless LNL has agreed in writing in advance to a deferral of payment, the Customer shall not be entitled to withhold payment of the price on the grounds that the goods or services supplied by LNL are, in the Customer's opinion, defective.
- 6.3 If the Customer fails to fulfil its obligations, or fails to do so in a timely manner, LNL shall be entitled, without prejudice to its other rights under the law or the Agreement and without the need for any prior notice of default, to:
 - a. suspension of the performance of the Agreement in respect of which the Customer is in default, as well as of any other agreements with the Customer;

b. compensation for all losses resulting from the default. Insofar as the default consists of a failure to pay or late payment, the aforementioned compensation shall in any event consist of statutory commercial interest (as referred to in Sections 6:119a and 6:120(2) of the Dutch Civil Code). Interest shall accrue from the moment the Customer is in default of payment until the moment the Customer has paid in full what is owed to LNL. At the end of each year, the interest referred to in the previous sentence shall also be payable on interest that has already fallen due but has not yet been paid;

c. reimbursement of all legal and extrajudicial costs. The extrajudicial costs shall be deemed to consist of at least 15% of the amount that the Customer has failed to pay on time and which LNL is claiming.

- 6.4 If LNL has reason to doubt that the Customer will fulfil its obligations – wherein the following circumstances on the part of the Customer shall in any event constitute sufficient grounds for doubt: repeated failure to pay, a seizure order against the Customer, (application for) suspension on payments, (application for) bankruptcy, or the total or partial cessation of business – all amounts owed by the Customer to LNL shall become due and payable immediately, and LNL shall be entitled to suspend the performance of its obligations until the Customer has fulfilled its obligations including full payment, or – to LNL’s satisfaction – has provided security for the payment. If full payment or adequate security is not provided within fourteen (14) calendar days of LNL’s request to that effect, LNL shall be entitled to declare the relevant Agreement terminated without prior notice of default, without prejudice to its right to compensation for past or future damage suffered.

7. Force majeure

- 7.1 For LNL, force majeure shall be deemed to consist of circumstances of a factual, legal or other nature which – whether or not foreseeable – prevent the timely performance of the agreement or render such performance particularly difficult through no fault of its own. Such circumstances include, amongst others: strikes; lockouts; production stoppages resulting from machinery breakdowns, disruptions to the supply of energy and water, or fire etc.; import, export and production bans and other government measures; transport disruptions; and a shortage of materials and auxiliary personnel.

7.2 If a force majeure event occurs on the part of LNL, it shall notify the Customer thereof without undue delay. Unless it is beyond doubt that the force majeure situation will last for thirty full working days or longer, the obligations for which performance is prevented by force majeure or which become particularly onerous for LNL shall be suspended, without this giving rise to any right to compensation. As soon as it is beyond doubt that the force majeure situation will last for more than thirty full working days, or as soon as the force majeure situation has lasted for more than thirty full working days, either party shall be entitled to terminate the Agreement by means of a written notice addressed to the other party, without this giving rise to any right to compensation.

8. Assembly, installation and/or commissioning

8.1 Where LNL supplies goods, LNL shall only be responsible for assembly, installation and/or commissioning if and to the extent that this has been expressly agreed.

8.2 If and to the extent that LNL is responsible for assembly, installation and commissioning, the following applies:

a. The Customer shall provide all necessary assistance to enable LNL to carry out the assembly, installation and/or commissioning, or to have these carried out, in a timely and proper manner. In any event, it shall ensure in good time: proper and safe access to the workplace, including outside the Customer's normal working hours where necessary; the availability of permits insofar as required for the performance of the work; an unloading area as well as sufficient storage space, covered and lockable where necessary; the necessary energy, water, fuels and lubricants and, unless otherwise agreed, the necessary ladders, scaffolding and other auxiliary materials to be specified by LNL.

b. The Customer shall ensure that all works on which LNL must rely during assembly, installation and/or commissioning, and which has not been agreed to be carried out by LNL – for example, all dismantling work and all electrical and plumbing work, all groundwork, bricklaying, foundation work, carpentry and painting, and furthermore all other work of a structural nature - are carried out in a timely and proper manner. The Client shall consult regularly with LNL and provide it with all the information necessary to ensure that their respective activities are properly coordinated.

c. The Customer shall cooperate fully in ensuring and maintaining safety in the workplace, whilst complying with the relevant statutory and company regulations. In particular, he is responsible for fire safety measures.

d. Where the assembly, installation and/or commissioning relates to warehouse fittings, LNL's General Conditions of Assembly shall also apply. Where applicable, these conditions shall be provided separately to the Customer by LNL. In the case of any conflict between the provisions of these Conditions and the General Conditions of Assembly, the provisions of the General Conditions of Assembly shall prevail. In the case of any conflict between the provisions of the Agreement and the General Conditions of Assembly, the provisions of the General Conditions of Assembly shall prevail.

9. Quality & repair of defects

- 9.1 LNL shall supply goods and services and carry out work that meets the quality requirements expressly agreed and those arising from statutory regulations – in particular those relating to operation, use on roads and safety – in force in the Netherlands at the time of LNL's latest quotation. If, after LNL has made its final offer but before delivery, LNL becomes aware of any new relevant legal requirements in the Netherlands, LNL shall notify the Customer thereof. If necessary, the scope of the services to be provided by LNL shall be adjusted by mutual agreement. The delivery period shall be adjusted as necessary, and any additional costs incurred by LNL as a result of such adjustment shall be borne by the Customer. Unless specific quality requirements have been expressly agreed in relation to the goods to be supplied or the services to be provided, the quality of the goods and services to be supplied shall be no lower than good average quality.
- 9.2 Where a licence is required for the possession and/or use of goods, the Customer shall be responsible for obtaining such a licence.
- 9.3 After delivery of the goods or after notification by LNL to the Customer that it has completed the agreed services or work, the Customer must carefully check the goods and/or services and/or work for completeness and soundness as soon as possible, but in any event within ten (10) working days of delivery or LNL's notification. In the case of shortages and/or defects (being any failure to comply with the agreed terms) which the Customer could have discovered during a careful inspection within the period referred to in the previous sentence, or which the Customer has discovered but subsequently failed to report to LNL in writing within twenty-one (21) calendar days of delivery or notification by LNL, the Customer may no longer claim on LNL for such shortfalls or defects. The same applies in the case of partial deliveries.
- 9.4 Any shortages or defects identified during the inspection referred to in Article 10.3 and reported to LNL in writing in good time, as well as any shortages or defects which could not have been detected during the inspection referred to in Article 9.3 but which come to light within six months of delivery or LNL's notification and are reported to LNL in writing within ten (10) calendar days of discovery, shall be remedied by LNL as far as possible and in accordance with the provisions of Article

10.5 by means of supplementation or – at LNL’s discretion – repair or replacement. Unless otherwise provided for in Article 10.5 below, the costs of such repair shall be borne by LNL.

9.5 The following provisions also apply with regard to the repair of defects and faults:

a. LNL shall endeavour to carry out the repair as soon as practicable under the circumstances. The Customer shall provide all necessary cooperation.

b. The repair shall be performed, as far as possible, at a location to be designated by LNL for that purpose. The goods are transported to and from that location at the Customer’s expense and risk.

c. In the event of repair outside the Netherlands, the travel and accommodation costs of those conducting the investigation and performing the repair shall also be borne by the Customer.

d. Any goods or parts that become available upon replacement automatically become the property of LNL.

e. If there are any shortages or defects in relation to goods obtained by LNL from third parties, or in relation to services or work carried out by third parties on behalf of LNL, then – without prejudice to the provisions of Article 9.3 – repair shall be carried out free of charge only to the extent that the third party bears the costs of such repair.

f. The Customer shall have no claim against LNL for defects or faults which can reasonably be attributed to normal wear and tear, improper or negligent use, use not in accordance with the intended purpose, or failure to follow (correctly) certain guidelines or instructions issued by LNL.

g. The Customer’s claim against LNL for any defects or shortcomings shall lapse if the Customer remedies the defects or shortcomings themselves or has them remedied by a third party without LNL’s prior consent.

h. The occurrence of shortages or defects shall not constitute grounds for suspending the Customer’s obligation to pay LNL. If the Customer fails to fulfil its payment obligation even after receiving a written reminder, this shall result in the forfeiture of its right to repair of shortages and defects.

9.6 If the Customer makes a complaint regarding a shortage or defect that cannot be repair, or can only be repaired at a cost which is disproportionately high for LNL, LNL shall not be obliged to repair the defect or shortfall. In that case, the price for the goods

supplied shall be reduced; such reduction shall be determined, as far as possible, by mutual agreement between LNL and the Customer, taking into account the unit prices applied at the time the relevant Agreement was concluded; alternatively, either party may terminate the relevant Agreement in writing. The Customer shall only be entitled to declare the relevant Agreement terminated if the irremediable shortcoming or defect is so serious that, even with a price reduction, it would be unreasonable to expect the Customer to continue with the relevant Agreement.

- 9.7 The occurrence of shortages or defects for which LNL has a duty of repair may – apart from the case referred to in Article 10.6 – only constitute grounds for the Customer to terminate the relevant Agreement if, even after a written notification to that effect, LNL fails to repair the shortcoming or defect within a reasonable period, taking all circumstances into account.
- 9.8 The Customer is entitled to free servicing for the vehicles, machinery and equipment to be supplied, provided that this was agreed at the time the relevant Agreement was concluded.
- 9.9 Any claim by the Customer relating to the performance, cancellation or termination of the Agreement shall lapse if the Customer has not, in a legally valid fashion, brought legal proceedings against LNL within six (6) months of having promptly reported a shortage or defect in accordance with the provisions of Articles 10.3 and 10.4.
- 9.10 In addition to LNL's right to terminate the Agreement in accordance with these Conditions, LNL may, at its discretion, suspend the performance of the Agreement in whole or in part or terminate the Agreement in whole or in part by written notice and without judicial intervention, with immediate effect and without being liable for any compensation, in the event that:
- 1) the Customer fails to fulfil one or more of its obligations under the Agreement and/or these Conditions;
 - 2) the Customer applies for a suspension on payments, or if such a suspension is granted, or if an application is made for the Customer's bankruptcy, or if such a bankruptcy is declared;
 - 3) the Customer's business is sold or wound up;
 - 4) any licences required for the performance of the Agreement shall be revoked;
 - 5) one or more of the Customer's business assets are seized.

10. Disputes over intellectual property rights

- 10.1 LNL is obliged to supply goods that do not infringe the intellectual property rights of third parties in the Netherlands. If the Customer is faced with a claim by a third party in the Netherlands relating to an infringement of an intellectual property right, the Customer shall notify LNL of this without delay and shall leave the handling and settlement of the third party's claim to LNL. If LNL considers it plausible that an infringement of an intellectual property right is taking place in the Netherlands, LNL shall be entitled – at its discretion – to remedy the infringement by modifying or replacing the item in question, by obtaining a licence, or by taking back the item in question in return for a refund of the purchase price paid for it. The costs of handling and settling the third party's claim shall be borne by LNL, which shall not otherwise be liable for any damages.
- 10.2 Where, in the performance of an Agreement with the Customer, LNL makes use of materials, drawings, models, instructions, etc. provided by or on behalf of the Customer, and a third party brings a claim against LNL for infringement of an intellectual property right in connection with the use of such materials, drawings, models, instructions, etc. provided by or on behalf of the Customer, LNL shall notify the Customer thereof without delay. LNL leaves the handling and settlement of the third party's claim to the Customer, who shall bear all costs and damages incurred by itself and by LNL in connection with the third party's claim. LNL is entitled either to suspend performance of the relevant Agreement pending the outcome of the Customer's action against the third party, or, at LNL's discretion, to terminate the relevant Agreement with immediate effect without being liable for any compensation.

11. Liability for damage

- 11.1 LNL's total liability in connection with a contract is limited to the amount paid out by its insurer. If, for any reason, the insurer fails to pay out or the loss is not covered by the insurance, LNL's total liability shall be limited to the value of the most recent Order agreed under the Agreement.
- 11.2 LNL shall not be liable for indirect damage, including damage that is too remotely connected to the cause, whether or not that cause is attributable to LNL.
- 11.3 LNL shall not be liable for any damage, of whatever nature, arising from its reliance on incorrect and/or incomplete information or data provided by the Customer. LNL shall also not be liable for any damage attributable to any act or omission on the part of the Customer or a third party engaged by or on behalf of the Customer, other than those referred to in the previous sentence.
- 11.4 The Customer shall indemnify LNL against any claims for damages made by third parties in connection with Goods supplied by LNL to the Customer or Services performed for the Customer, insofar as such damage does not fall under the

responsibility and risk of LNL in its dealings with the Customer pursuant to the agreement and/or these Conditions.

12. The Joint Liability Act

12.1 The Customer shall indemnify LNL against any claims brought by the tax authorities and the Employers' Liability Insurance Association under the Joint Liability Act, in particular in the event that contractors or subcontractors have failed to fulfil their obligations towards the tax authorities and the employers' liability insurance association.

13. Miscellaneous

13.1 Without the prior written consent of LNL, the Customer is not permitted to transfer rights and obligations under the Agreement and these Conditions to third parties, or to instruct third parties to perform or arrange for the performance of rights or obligations under the Agreement and these Conditions. LNL is entitled to assign rights and obligations under the Agreement and these Conditions to third parties without prior written consent, or to instruct third parties to perform or arrange for the performance of rights or obligations under the Agreement and these Conditions. Insofar as the Customer's consent to the transfer of rights and obligations or the engagement of third parties is required by law, such consent is hereby deemed to have been given.

13.2 Should any provision of the Agreement and/or these Conditions be held to be invalid, this shall not affect the validity of the remaining provisions of the Agreement and/or these Conditions. If any provision of the Agreement and/or these Conditions is invalid or, in the light of reasonableness and fairness, unacceptable under the given circumstances, a provision shall apply between LNL and the Customer which, having regard to all the circumstances, is acceptable and comes closest to the intent of the invalid or unacceptable provision.

14. Applicable law; competent court

14.1 The legal relationship(s) between LNL and the Customer, including the Agreement and these Conditions, together with the jurisdiction clause, shall be governed exclusively by Dutch law. The Vienna Sales Convention of 11 April 1980, which came into force in the Netherlands on 1 January 1992, does not apply.

14.2 Any disputes between LNL and the Customer arising out of or in connection with the legal relationship(s) between LNL and the Customer, including the Agreement and these Conditions, as well as disputes concerning the existence and validity of the legal relationship(s) between LNL and the Customer, shall be settled exclusively by the court within whose jurisdiction LNL has its principal place of business.