

**CHAPTER 1: GENERAL PROVISIONS**

This chapter explains the definitions and the provisions that apply to all agreements and assignments. A number of articles refer to specific terms and conditions that are explained in the other chapters.

**CHAPTER 2:  
TRANSPORT**

This chapter contains the terms and conditions that apply to the execution of all types of transport assignments by or on behalf of Pax Bouw- en Industrieservice BV.

**CHAPTER 3:  
Industrial relocations  
and assembly work**

This chapter contains the terms and conditions that apply to the execution of all orders in which industrial relocations and/or assembly work is carried out by Pax Bouw- en Industrieservice BV.

**CHAPTER 4:  
Lifting, hoisting and  
moving (vertical  
transport)**

This chapter contains the provisions and conditions that apply to the execution of all types of vertical transport assigned by Pax Bouw- en Industrieservice BV.

**CHAPTER 5:  
STORAGE**

This chapter contains the terms and conditions that apply to the storage of goods at and by Pax Bouw- en Industrieservice BV.

**CHAPTER 6:  
SHIPPING**

This chapter contains the provisions and conditions that apply to the execution and/or subcontracting of all orders whereby Pax Bouw- en Industrieservice BV acts as forwarding agent.

**CHAPTER 7:  
CUSTOMS**

This chapter contains the terms and conditions that apply to the execution and/or outsourcing of all assignments in the context of customs-related activities by Pax Bouw- en Industrieservice BV.

**CARGO INSURANCE:**

If the maximum liability within these General Terms and Conditions does not provide sufficient coverage for you, we can classify your cargo under an All-Risk Cargo Insurance policy. Ask your contact person about the possibilities.

**QUESTIONS?**

For questions regarding the application and applicable and named terms and conditions, please contact: Ms. R. Riemersma - Bijlstra via [rriemersma@pax.nl](mailto:rriemersma@pax.nl).

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**General Terms and Conditions of Pax Bouw- en Industrieservice BV**  
**Filed with the Registry of the District Court of ROTTERDAM under no.**

**Table of contents:**

**Chapter 1: General Terms and Conditions**

Article 1.	Definitions
Article 2.	Applicability
Article 3.	Proposals
Article 4.	Conclusion of Agreement(s)
Article 5.	Implementation, Compliance and Deadlines
Article 6.	Force Majeure
Article 7.	Prices
Article 8.	Payment and Payment Default
Article 9.	Complaint
Article 10.	Guarantee, Right of Retention and Lien
Article 11.	Insurance
Article 12.	Liability of Pax Bouw- en Industrieservice
Article 13.	Liability and Indemnification of Client
Article 14.	Termination of Agreement
Article 15.	Applicable Law, Competent Court

**Chapter 2: Transport**

Article 1.	Definitions
Article 2.	Applicable Provisions
Article 3.	Concurrence
Article 4.	Liability Limitations

**Chapter 3: Industrial Relocations and Assembly Work**

Article 1.	Definitions
Article 2.	Applicable Provisions
Article 3.	Concurrence
Article 4.	Liability Limitations

**Chapter 4: Lifting, Hoisting and Moving (Vertical Transport)**

Article 1.	Definitions
Article 2.	Applicable Provisions
Article 3.	Concurrence
Article 4.	Liability Limitations

**Chapter 5: Storage and Custody**

Article 1.	Definitions
Article 2.	Applicable Provisions
Article 3.	Concurrence
Article 4.	Liability Limitations

**Chapter 6: Loading, Stowing and Packaging**

Article 1.	Definitions
Article 2.	Applicable Provisions
Article 3.	Concurrence
Article 4.	Liability Limitations

**Chapter 7: Forwarding**

Article 1.	Definitions
Article 2.	Applicable Provisions
Article 3.	Concurrence
Article 4.	Liability Limitations

**Chapter 8: Customs**

Article 1.	Definitions
Article 2.	Applicable Provisions
Article 3.	Concurrence
Article 4.	Liability Limitations

## **Chapter 1: General Terms and Conditions**

### Article 1. Definitions

**Pax Bis:** Pax Bouw- en Industrieservice BV, the private limited company incorporated under Dutch law.

**Client:** Any (legal) person who has entered into, or wishes to enter into, an agreement with Pax Bis, as well as the representative(s)/authorized representative(s) of the Client and, if applicable, his successor in title, whether general or special.

**Parties:** Pax Bis and Client

**General Terms and Conditions:** General Terms and Conditions of Pax Bouw- en Industrieservice BV as laid down in Chapters 1 to 8.

**Special Third Party Conditions:** Branch conditions referred to in Chapters 2 to 8 of these General Terms and Conditions that, in addition to the General Provisions of Chapter 1, are also declared applicable to the agreement between Pax Bis and Client.

**Agreement:** The agreement between Pax Bis and a Client, pursuant to which Pax Bis, represented by an authorized official, undertakes towards this Client to perform a certain service or supply a certain service, all in the broadest sense of the word.

**Further agreements:** Arrangements in the agreement or in any other document signed in writing by both parties for approval, from which the apparent intention of the parties is to deviate from the provisions of these General Terms and Conditions.

**Concurrence:** An agreement involving several separate partial performances or services as referred to in Chapters 2 to 8 of these General Terms and Conditions, as part of a total project implementation or a project under any denomination that comprises several phases.

### Article 2. Applicability

2.1. These General Terms and Conditions apply to all proposals, offers made, agreements entered into by Pax Bis, to which Pax Bis is a party, whether or not through subcontracting, and all legal and factual acts carried out in execution of these.

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

- are in conflict with the mandatory law;
- are in conflict with or deviate from the provisions in the Special Third Party Conditions, declared applicable in Chapters 2 to 7;
- are in conflict with or deviate from expressly agreed to and further written arrangements between Pax Bis and the Client.

2.3. Any stipulation deviating from these General Terms and Conditions and/or Special Third Party Conditions, as mentioned in Article 2.11, or supplementary to them, can only bind Pax Bis if they have been explicitly confirmed in writing by Pax Bis.

The deviations and/or additions apply only to the agreement/transaction in which or for the benefit of which they were made.

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

2.5. The rights and obligations arising from agreement between Pax Bis and the Client cannot be transferred by the Client to third parties, except with the written consent of Pax Bis.

2.6. Unless expressly agreed otherwise in writing between Pax Bis and the Client, the applicability of any General and/or Purchasing Terms and Conditions used by the Client is expressly excluded.

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

2.8. Once Pax Bis and Client have contracted subject to these General Terms and Conditions, these terms and conditions will also apply to future offers and/or agreements, unless expressly agreed otherwise in writing.

2.9. If Pax Bis has allowed deviations from these General Terms and Conditions in a particular case or for a short or long period of time, tacitly or otherwise, or has not invoked the provisions of these terms and conditions, this does not affect its right to still require and demand direct and strict compliance with these General Terms and Conditions by Client.

2.10. If one or more provisions of an agreement should prove to be non-binding, the other provisions will remain in force between the parties. The same applies to these General Terms and Conditions. The parties undertake in such a case to replace the non-binding provisions by provisions that are binding and that deviate as little as possible from the content of the non-binding provision(s), taking into account the object and purport of the agreement or the General Terms and Conditions.

#### 2.11. Special Third Party Conditions

Depending on the nature of the agreement, the (total) assignment and/or the work or any part thereof or deemed to be an independent part, the following Special Third Party Conditions, or those that replace them, are applicable in addition to the General Terms and Conditions, which are generally accepted in the relevant branch of industry:

- a. To all transport activities within the Netherlands and transport of goods other than by public road: the General Conditions of (Road) Transport (AVC) established by the Netherlands Courier Services Foundation, as filed with the registry of the District Court of Amsterdam and Rotterdam, latest version;
- b. To all cross-border transport activities by road: the provisions of the CMR Convention;
- c. On all forwarding and other activities, the Dutch Forwarding Conditions, filed by the Netherlands Association for Forwarding and Logistics (FENEX), as filed with the registry of the District Court of Amsterdam, Arnhem, Breda and Rotterdam, with the exclusion of Article 23, latest version;
- d. To all activities of vertical transport: the Terms and Conditions of Delivery of Vertical Transport Association (VVT) as filed with the registry of the District Court of Amsterdam and Rotterdam, latest version;
- e. To all activities in connection with the storage and custody of goods; the Dutch Warehousing Conditions, filed by FENEX, as filed with the registry of the District Court of Rotterdam, with the exclusion of article 4, latest version;
- f. The Netherlands Transport and Logistics general conditions of payment, as filed with the registry of the District Court of The Hague, latest version.

2.12. Pax Bis is always entitled to declare in advance that other branch conditions than those mentioned in paragraph 2.11 of this article apply to a specific order, activity or other type of performance.

2.13. Only the most recent version of the General Terms and Conditions and/or Special Third Party Conditions, which Pax Bis has declared applicable in these General Terms and Conditions, will apply.

2.14. In the event of concurrence, as defined in Chapter 1, Article 1 of these General Terms and Conditions, each separate part-performance or service as defined in Chapters 2 to 7 of these General Terms and Conditions shall in each case be subject to the provisions of the relevant article, as well as the provisions of the Special Third Party Conditions referred to in the relevant article.

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

### Article 3. Proposals

3.1. All our proposals and offers, in whatever form and by whomever made on behalf of Pax Bis, are entirely without obligation and exclusive of VAT (sales tax), other taxes and/or other levies, and are valid only for the period indicated in the proposal. If no term is mentioned in our proposal, it is valid for a maximum period of two months. Proposals and other offers made, and prices offered or quoted therein, are subject to interim change if one or more elements or components that determine the level of the proposed/quoted prices change during the period of validity of the proposal.

3.2. All drawings, measures and weight specifications, catalogs or illustrations used in proposals or offers are binding only if and insofar as they have been mentioned or accepted by us as the basis for the price for the proposal.

3.3. Deviations from proposals shall only bind us if they have been accepted by us in writing.

3.4. A subsequent proposal shall invalidate any previous proposal without the possibility of deriving any further rights from it.

Article 4. Conclusion of Agreement(s)

4.1. All agreements between the parties are concluded only after written confirmation of the order by Pax Bis to the Client, or as soon as Pax Bis has started to carry out the agreement. The content of the agreement is determined in part by the proposal issued by Pax Bis, as well as by the provisions of these General Terms and Conditions and any Special Third Party Conditions included in the proposal.

4.2. Agents, representatives and/or other employees of Pax Bis are not authorized to create agreements, amendments thereto or further agreements, unless they have been authorized to do so by the management of Pax Bis.

4.3. Additions or amendments to agreements made may only be made in writing and must always be signed by the parties concerned. Additions or amendments are only binding after they have been signed by Pax Bis.

Article 5. Implementation, Compliance and Deadlines

5.1. Delivery of services or any performance will always take place from the place specified in the proposal. Transport or travel costs to the place of destination shall be for the Client's account.

5.2. Unless a specific result has been agreed in writing, Pax Bis is only obliged to perform its work to the best of its ability.

5.3. The Client must always ensure that the site or location where the work is to be carried out under the contract is sufficiently accessible and easy to drive to. If work has to be done on the site or at the location, the Client shall ensure that this work can be done safely and efficiently.

5.4. The Client shall ensure that, if the performance of the work requires the approval or consent of third parties or a permit from the government, the Client has the required permits and/or consent. This does not apply to those permits that Pax Bis must have in order to conduct its business.

5.5. Pax Bis is obliged to ask the Client for instructions if irregularities occur during the work that prevent the work from being carried out, or prevent the work from being carried out in accordance with the instructions given. The costs associated with requesting instructions and the costs of carrying out the instructions will be reimbursed to Pax Bis by the Client. The provisions of this article do not affect our statutory obligations under mandatory law.

5.6. Pax Bis is free to move internally any items or equipment that Pax Bis has on the Client's premises.

5.7. All periods stated in proposals and in the agreement for services or the delivery of a performance by Pax Bis are approximate only and, for Pax Bis, merely an obligation to perform to the best of its ability to meet the offered or agreed period, unless expressly agreed otherwise and there is no question of force majeure on the part of Pax Bis.

5.8. Pax Bis is permitted, and Pax Bis is entitled, to have all or part of any services or deliveries to be made by Pax Bis under an agreement concluded between Pax Bis and the Client carried out by subcontractors and/or third parties. When concluding agreements with third parties, Pax Bis is deemed to be acting on behalf of the Client. The provisions of these General Terms and Conditions of Pax Bis apply mutatis mutandis to all agreements concluded by Pax Bis with such subcontractors and/or third parties. Pax Bis may also invoke the terms and conditions declared by those third parties to be applicable to the contract.

5.9. Unless expressly agreed otherwise in writing, all orders will be carried out in a sequence to be determined by Pax Bis, in which the capacity of the resources (in the broadest sense of the word) at Pax Bis' disposal and the degree to which they are utilized will partly determine the time at which the order is started and completed. Pax Bis is free to choose the method of carrying out the order, except insofar as expressly agreed otherwise in writing.

5.10. Exceeding a guaranteed period for the delivery of services or delivery of any performance that has not been explicitly agreed in writing will never give the Client the right to dissolve or destroy the agreement (or to have it dissolved) and/or to claim compensation and will not entitle the Client to suspend its own obligations.

5.11. Insofar as Pax Bis has taken on the obligation to apply for any permits and/or levies as part of the agreement, this obligation too is only an obligation of means and not an obligation to achieve a result.

Article 6. Force Majeure

6.1. Force majeure includes all circumstances beyond our control that reasonably prevent us from fulfilling the agreement on time or in full. Such circumstances include, but are not limited to, the following:

- calamities;
- extreme weather conditions as a result of which the execution of the work, in our opinion, is not or no longer justified;

- road closures or blockades;
- power failures;
- strikes by our staff or by third parties (persons hired externally by Pax Bis);
- stagnation at suppliers;
- government restrictions (including the refusal or withdrawal of an exemption or a permit);
- inaccessibility of the work location.

6.2. In the event of force majeure, the agreement will remain in force and our obligations will be suspended for the duration of the force majeure, without us being held accountable for the performance of the agreement and without the Client being able to claim damages, interest and/or costs. All reasonable additional costs caused by or related to the force majeure shall be borne by the Client.

#### Article 7. Prices

7.1. All agreed prices are exclusive of VAT and based on the situation prevailing at the time of the work survey preceding the agreement. If after a period of 3 months from the conclusion of the agreement the costs of one or more cost-determining factors such as, but not limited to, purchase prices, wage costs, taxes, social security premiums, freight costs, insurance costs, changes in exchange rates, energy costs, housing costs and other price-determining factors increase, Pax Bis will be entitled after this period to increase the agreed price(s) proportionately, while passing on the VAT. In the event of a substantial interim increase in one or more price-determining factors, Pax Bis is also entitled to increase the price in the aforementioned sense, on the understanding that this increase will only come into effect after we have notified the Client of the increase in writing.

7.2. All agreed prices are in Euros. If prices are expressed in a foreign currency and the exchange rate for that currency has changed to the detriment of Pax Bis during the period of the proposal or after the conclusion of the agreement(s), Pax Bis is entitled to change the prices so that the equivalent value in Euros remains the same as at the time of issuing the proposal or concluding the agreement(s), unless otherwise agreed in writing.

7.3. All agreed prices are based on the execution of our work during normal working hours. Work and deployment of equipment during night hours, i.e. after 9 PM and before 7 AM and on Sundays and generally recognized public holidays, will be charged for as additional work, unless expressly agreed otherwise.

7.4. The price increase are as follows:

- On working days from Monday to Friday: 30%
- On Saturdays: 50%
- On Sundays: 100%
- On public holidays: 200%

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

- Customs clearance charges, carnet charges, escort charges, special transport, taxes, duties, levies, import duties, advance commissions, charges for preparation of customs or other necessary documents, diesel surcharges, ferry charges, currency surcharges, charges for additional loading and unloading addresses, additional insurance or charges levied by public bodies;
- Guarantees or securities to be given by Pax Bis to third parties.

These items, if incurred separately, will be charged to the Client. Where Pax Bis is entitled to payment in advance, the provision of security or the formation of a deposit (of advances) by the Client. If payment in advance, or the provision of security or a deposit (of advances) is required by Pax Bis, performance of the agreement is suspended until the payment(s) has/have been made.

7.6. The agreed price is based on the continuous, consecutive and uninterrupted performance by Pax Bis of the work described in the agreement, the work associated with it and the services to be provided.

If, during the performance of the agreed work and/or services, Pax Bis employees and/or materials, as well as the personnel and equipment hired by Pax Bis to perform the agreement, or the subcontractors or third parties engaged by it, are affected by a cause attributable to the Client or third parties engaged by it, or a cause that is within the Client's or third party's sphere of risk, and waiting periods arise or the steady, consecutive and uninterrupted performance of the agreement is disrupted, as a result of which no productive work can be performed for a certain period of time, the Client is obliged to compensate Pax Bis for any waiting time or waiting hours incurred in addition to the agreed price. The hours are calculated on the basis of salary costs for personnel and rental costs/equipment.

7.7. Pax Bis determines/sets the prices, and agreed prices, on the basis of the assumption that the location at which the agreed work is to be carried out is easily accessible and can be used, and that the location is suitable for carrying out the agreed work.

If, during or prior to the execution of the agreement, it appears that the accessibility and/or practicability and/or

the location are not or only partially suitable for the execution of the work, Pax Bis is entitled to increase the prices with all the resulting extra costs.

7.8. Chapter 2 of these General Terms and Conditions may contain specific price provisions.

#### Article 8. Payment and Payment Default

8.1. Unless otherwise agreed, the Client is required to pay the invoice(s) sent by Pax Bis to the Client within 30 days of the invoice date, without any right to suspension, discount or set-off.

8.2. If payment is not made in full within the aforementioned period, the Client will be in default by operation of law, i.e. without any (written) notice of default being required, and the Client will owe default interest of 1% per month or part of a month on the overdue Client until the day on which payment is made in full. The interest shall be credited to the Client sum after the expiry of one year.

8.3. If the Client is in default of payment, Pax Bis is entitled in any case to suspend its obligation to perform under the agreement in respect of which the Client is in default. In addition, Pax Bis is entitled to suspend performance of all other agreements entered into between the parties until the Client has fulfilled all its obligations towards Pax Bis, without prejudice to Pax Bis' right to compensation for loss, interest and/or any other costs.

8.4. The Client cannot refuse or suspend payment on account of the allegedly defective or incomplete fulfilment of our obligation to perform if Pax Bis has not acknowledged in writing that there has been a failure on our part.

8.5. If there is more than one Client, each of the Clients will be jointly and severally liable for payment of the entire agreed price, interest and costs, on the understanding that one paying will discharge the other.

8.6. All claims by Pax Bis against the Client - on any account whatsoever - become immediately due and payable in full without prior notice or default in the cases mentioned in Article 14 of Chapter 1 of these General Terms and Conditions.

8.7. In the event that the Client is in default of payment, we are free, without further notification or notice of default, to proceed to take collection or legal measures. All reasonable costs related to those measures, including the extrajudicial costs, including the reasonable costs of legal assistance (lawyer's fees or agents' fees) will be borne by the Client.

#### Article 9. Complaint

9.1. Complaints relating to defects in goods or services supplied by Pax Bis to the Client must be reported to Pax Bis immediately, and submitted to Pax Bis in writing by registered letter within 8 days of the actual delivery. After this period, any claim for repair or compensation will lapse. If the goods delivered/services provided are subject to guarantee provisions of third parties, those guarantee provisions shall apply mutatis mutandis to the contract between the parties. If Pax Bis declares the complaint(s) well-founded, it will only be obliged to repair the defect or, at its discretion, deliver an equivalent item, without the Client having any right to further compensation.

#### Article 10. Guarantee, Right of retention and Lien

10.1 Pax Bis is entitled at all times, before commencing or delivering any work ordered from us, as well as at any stage of the work thereafter, to demand that the Client provide satisfactory security for the fulfilment of all its obligations to Pax Bis within a reasonable period of time. Pax Bis may demand security in the form of, for example, payment of a sum of money, the provision of a bank guarantee, (silent) pledge, mortgage or assignment of claims. Pax Bis reserves the right to assess and approve the content of the security. If the Client refuses to arrange a type of guarantee, Pax Bis may suspend performance of the contract and any other agreements until the guarantee has been provided. If the guarantee has not been provided by the latest date specified by Pax Bis, all existing agreements between the parties will be dissolved, without Pax Bis being liable for any compensation.

10.2. Pax Bis is entitled to retain all goods, documents and funds belonging to the Client and held by it for any reason whatsoever, at the expense and risk of the Client, until all claims by Pax Bis against the Client, for whatever reason, including interest and costs, have been settled in full.

All items, documents and funds held by Pax Bis, for whatever reason, serve as collateral (possessory pledge) for all claims, for whatever reason, that Pax Bis has and/or will have on the Client. Pax Bis is also entitled to exercise the aforementioned right of retention and lien for any amounts owed by the Client to Pax Bis in connection with the agreement(s) entered into and/or work performed by Pax Bis.

#### Article 11. Insurance

11.1. Pax Bis meets its statutory insurance obligation in accordance with the Motor Insurance Liability Act (WAM).

In addition, Pax Bis has taken out Corporate Liability Insurance (AVB). Any liability for events outside and above the coverage of these insurances is excluded by Pax Bis.

11.2. Insurance of any kind will be provided only at the expense and risk of the Client and only after a written order and written acceptance thereof. The order to insure must contain precisely the risks against which insurance is to be taken out, as otherwise the order will be considered not to have been given or not to have been accepted. We are at all times entitled to refuse an order for insurance for important reasons.

The acceptance or refusal of the risk offered is determined by the underwriter or insurer. We have no say in this.

11.3. If the Client takes out a Construction All Risks (CAR), transport and/or (dis)assembly policy to insure the risks arising from the work commissioned, the Client undertakes to include Pax Bis and any subcontractor(s) carrying out the work as co-insured(s). This policy should not include a recourse clause in the legal relationship between Pax Bis and the Client.

## Article 12. Liability of Pax Bouw- en Industrieservice

12.1. Pax Bis only accepts liability for damage caused to goods entrusted to it insofar as this can be attributed to it according to the prevailing views of traffic, and only from the moment of receipt thereof by Pax Bis until, at the latest, the moment of delivery thereof to the Client or the person designated for this purpose by the Client, and up to the liability limit stated below.

12.2. The damage to be compensated by Pax Bis will be determined in accordance with the liability scheme set out in these General Terms and Conditions. Compensation will never exceed the invoice value of the goods, which must be proven by the Client. If the invoice value cannot be determined, it will be replaced by the market value (= fair market value) of the goods at the time and place of receipt of the goods by us, to be proved by the Client.

12.3. Pax Bis is never liable for any damage other than that referred to in Article 12.1 (including immaterial damage, loss of profit, trading loss, consequential damage and any other financial loss), however caused, including damage caused by incorrect advice provided by Pax Bis, and damage caused by delay, except in the case of gross negligence or fault on the part of Pax Bis, which must be proven by the Client.

### 12.4. Engaging third parties

Pax Bis has the right to engage third parties (subcontractors/agents) to carry out the contract. Insofar as these third parties carry out work within the framework of the agreement, Pax Bis will vouch for these third parties in the same way as it does for its own employees, subject to the same restrictions as set out in these General Terms and Conditions.

12.5. Pax Bis is not liable for any damage caused by third parties as referred to in Article 12.4, if these third parties carry out work or activities outside the scope of the agreement, nor for damage caused by intent or equivalent gross negligence by Pax Bis employees or by the aforementioned third parties and/or their employees.

12.6. If any claims are made against the aforementioned employees and third parties (auxiliary persons) by third parties outside the contract in respect to the work for which they have been used, it has been stipulated on their behalf that they may invoke all provisions of the General Terms and Conditions relating to exclusion or limitation of liability.

12.7. Any legal action in respect of liability, on whatever grounds, can only be brought by the Client or a third party within the limits of the agreement concluded by us. If a claim is made against Pax Bis by a third party outside the agreement, the Client is obliged to indemnify us at first request against all financial consequences.

### 12.8. Liability Limitations

If Pax Bis is liable for the damage suffered by the Client under the agreement concluded with the Client and the Special Third Party Conditions forming part thereof, Pax Bis' liability is explicitly limited to:

- a. The amount that provides coverage under the (liability) insurance contract taken out by Pax Bis with respect to the incident of damage with a maximum in accordance with Article 12, paragraph 2;
- b. Domestic transport: € 3.40 per kilogram lost weight in accordance with AVC conditions (see: <https://www.sva.nl/avc>).
- c. Cross-border transport: 8.33 SDR (€ 9.89) per kilogram of weight lost according to CMR conditions (see: <https://www.sva.nl/themas/cmr-en-ecmr/cmr-verdrag>);
- d. Hoisting activities in combination with transport (loading and unloading with Auto loading crane):  
Domestic: € 3.40 per kilogram of weight lost according to AVC.  
Abroad: 8.33 SDR per kilogram of weight lost according to CMR conditions;
- e. Hoisting activities: € 25,000 per event up to the maximum contract price, in accordance with the VVT conditions;
- f. Industrial relocation, total project involving transport and/or assembly and/or hoisting:



Concerning transport: Art. 12.8 b and c.

Concerning assembly work: Art. 12.8 g.

Concerning hoisting: Art. 12.8 d.

- g. The liability during assembly work and the associated additional services being internal transport (bringing in/out or moving), placement and preparation for dispatch (i.e.: packing or stowing the machine in a container) is limited to a maximum of € 25,000 per event.
- h. Storage: the liability as stipulated in the Dutch Storage Conditions, filed by the FENEX;
- i. Forwarding/Customs: the liability as determined in the Dutch Forwarding Conditions, filed by the FENEX;
- j. Consulting Activities: Pax Bis is not liable for any damage resulting from consultancy work, however named, unless the Client demonstrates intent or gross negligence on our part. In that case, our liability is limited to a maximum of the tender amount for the consultancy work in question.

12.9. Pax Bis can never be held liable for damages and costs, however named and however incurred, other than as a result of intent or gross negligence on its part:

- a. if a Client or any third party uses our equipment, whether or not for a fee;
- b. if a Client or any third party, whether or not for payment, has requested Pax Bis to carry out certain work, which work is not part of any agreements already entered into, and Pax Bis has acted in accordance with instructions given by or on behalf of the Client and/or that other third party;
- c. if a Client or any third party, whether or not for payment, stores or parks goods on one of the Pax Bis sites, unless the storage or parking was agreed as part of the work to be performed by us;
- d. if a Client, or any third party, whether or not for payment, parks a loaded truck or trailer temporarily on one of the sites, without an order having been given to us for the purpose of loading or unloading and without expressly taking delivery of it;
- e. if the Client presents (a) container(s) with contents for transport and this (these) container(s) has (have) not been loaded by Pax Bis, Pax Bis is not liable for any damage resulting from the manner of loading
- f. if the Client offers goods for transport that are loaded in a container and/or palletized and/or packaged in such a way that inspection of the number of pieces and/or the contents is not possible;
- g. if no inspection is possible upon loading by us and/or inspection delays the transport considerably, at the discretion of Pax Bis, Pax Bis is not bound by the number of pieces and/or condition of the load and/or contents, as specified by the Client and/or stated in the consignment bill.

Any liability under Art.6:76 of the Dutch Civil Code is also excluded.

### Article 13. Liability and Indemnification of Client

13.1. The Client is liable to Pax Bis for damage resulting from the goods entrusted to Pax Bis and their nature, as well as from their packaging. The Client is also liable to Pax Bis for incorrect or imprecise instructions, or instructions provided late, incorrect or imprecise measurements, weights and technical data, and for not making goods available (on time) at the agreed time. The Client undertakes to keep Pax Bis informed of the address where the Client is staying or can be reached through an intermediary.

13.2. The Client is liable to Pax Bis for all damage caused by the fault or negligence of the Client, his subordinates and/or third parties engaged by him, in general.

13.3. The Client is liable to Pax Bis or will indemnify Pax Bis against any claim or demand made by a third party on the basis of customs documents, including import documents and transit documents, irrespective of the title under which this occurs.

13.4. The Client shall at all times not load (or cause to be loaded) more than the legally permitted maximum load weight of the vehicle in question. The Client indemnifies Pax Bis against the consequences and/or damage respectively of and arising from overloading, if this fact is caused by or because of the Client's conduct.

13.5. The Client is obliged, at the risk of forfeiting any right to compensation, to report any damage suffered by the goods packaged, transported and/or delivered by Pax Bis in connection with the performance of the agreement to Pax Bis immediately on arrival at the destination, in writing and by registered post, and to keep the goods concerned and any packaging material concerned for issue and/or inspection to/by Pax Bis.

### Article 14. Termination of Agreement

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

- Client fails or will fail to comply with one or more of the obligations under the agreement, or does so untimely or in full;
- Client fails imputably in the fulfillment of his obligations under the agreement or other agreements resulting from it;
- Client ceases its business activities in whole or in part, for whatever reason;
- Client applies for a (temporary) moratorium, is declared bankrupt, or is liquidated or dissolved;

- Client loses the free disposal of its assets;
- a considerable part of the Client's capital is seized;
- the Client transfers a substantial part of his business assets to third parties;
- Client is placed under guardianship (if it concerns a natural person);
- Client dies (if it concerns a natural person).

14.2. If the work is delayed disproportionately as a result of force majeure or circumstances for which the Client is responsible, or if unforeseen circumstances mean that the Client can no longer reasonably be expected to comply with the agreement, Pax Bis is entitled to terminate or dissolve the agreement unilaterally and in writing, without judicial intervention or to dissolve.

#### Article 15. Applicable Law, Competent Court

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

15.2 All disputes between Pax Bis and the Client will in the first instance be decided in accordance with the regulations of the Regulations of the Dutch Foundation for Logistics Arbitration, based in The Hague.

## **Chapter 2: Transport**

### 1. Definitions

#### 1.1 Contract of transportation

The contract of goods transport, whereby we undertake vis-à-vis the Client to carry goods by means of a vehicle exclusively by road (other than a vehicle running on rails).

#### 1.2 Types of transport

Within the framework of the transport agreement, there may be national road transport and cross-border road transport, both single and combined.

#### 1.3 Exceptional transport

Exceptional transport is understood to mean the transport of goods that must take place with an exemption due to exceeding the normal legally permitted dimensions and/or weights or for which accompaniment is prescribed.

### 2. Applicable Provisions

#### 2.1. General

All transport agreements between Pax Bis and the Client are subject to the following specific transport conditions, in addition to the general provisions of Chapter 1 of these General Terms and Conditions, depending on the type of transport:

- a) National road transport: Title 13 of Book 8 of the Dutch Civil Code, supplemented by the General Transport Conditions, latest version;
- b) Cross-border road transport: the provisions of the CMR Convention;

#### 2.2. Exceptional transport

Pax Bis will comply with all legal rules and regulations as well as any changes made by the authorities or government officials. Additional costs arising from this will be borne by the Client.

#### 2.3. Loading, unloading, etc.

a) It is expressly stipulated that if the transport work includes the loading and unloading of means of transport and, where applicable, the transfer of the load or burden to storage areas at the same location or the transfer thereof from one means of transport to another or transshipment in some other way, all in the broadest sense, including the associated assembly work, Pax Bis' liability in respect of these activities is equal to our carrier's liability:

- National transport: General Transport Conditions, latest version;
- Cross-border transport: the provisions of the CMR Convention.

b) Pax Bis is not liable for any loading and unloading of means of transport, transfer of the load or cargo to storage locations at the same location, or transshipment from one means of transport to another, or transshipment in any other way, all in the broadest sense, including the associated assembly work. The Client indemnifies Pax Bis against any claims, however named and arising, from third parties.

#### 2.4. Permits and exemptions

Licenses, permits or exemptions necessary to carry out exceptional transport will be applied for by us at the Client's request. Costs related to such an application or permit, or exemption, will be borne by the Client unless otherwise indicated in the transport agreement.

If a permit or exemption necessary for the transport is not granted, for whatever reason, the transport will not take place. Any costs already incurred by us will in that case be reimbursed by the Client. Pax Bis is in no way liable for any permit or exemption not being granted, or not being granted correctly or on time.

- 2.5. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Special Third Party Conditions referred to in this Chapter, the Special Third Party Conditions referred to in this Chapter shall prevail.

### 3. Concurrence

Insofar as, in the context of transport, there is also talk of other activities of Pax Bis (concurrence within the meaning of Article 1 of the General Provisions of Pax Bis), the Special Third Party Conditions referred to in the relevant Chapter of these conditions also apply to those other activities.

### 4. Liability Limitations

- **Domestic transport:** € 3.40 per kilogram lost weight in accordance with the General Transport Conditions (AVC see: <https://www.sva.nl/avc>);
- Cross-border transport: 8.33 SDR (€ 9.89) per kilogram of weight lost according to CMR conditions (see: <https://www.sva.nl/themas/cmr-en-ecmr/cmr-verdrag>)
- **Lifting activities in combination with transport:**
  - o Domestic: € 3.40 per kilogram of weight lost according to AVC.
  - o Abroad: € 8.33 SDR per kilogram of weight lost in accordance with CMR conditions.

## **Chapter 3: Industrial Relocations and Assembly Work**

### 1. Definitions

#### 1.1. Relocation agreement

The relocation agreement is the contract whereby we undertake vis-à-vis the Client to transport goods/property within the framework of an Industrial relocation either exclusively in a building, or partially in a building and partially by road, or exclusively by road.

#### 1.2. Industrial relocation

The moving from one location to another (internally or externally) of one or more machines, installations or other industrial items, as part of a total project, which (usually) involves internal transport, vertical transport (hoisting), and horizontal transport (transport by road or otherwise), as well as additional work such as (dis)assembly work, loading and unloading, etc., whereby in all cases there will be concurrence within the meaning of Article 3 and Article 1 Chapter 1 of these General Terms and Conditions respectively.

#### 1.3. Assembly operations

The assembly or disassembly, or the (electrical) connection or disconnection of machines from industrial goods designated by the Client, including shifting activities such as rolling and the attaching and detaching or jacking up these goods to/from the foundation, whether or not preceding or following transport, as well as the preparation of these goods for dispatch at the place of departure or their disassembly at the destination, all this in the broadest sense of the word.

### 2. Applicable Provisions

On Industrial relocations, in addition to the General Provisions of Chapter 1 of these General Terms and Conditions, also apply:

- Concerning transportation and transport: Domestic transportation: € 3.40 per kilogram lost weight according to General Transport Conditions (AVC see: <https://www.sva.nl/avc>); Cross-border transportation: 8.33 SDR (€ 9.89) per kilogram lost weight according to CMR conditions (see: <https://www.sva.nl/themas/cmr-en-ecmr/cmr-treaty>).
- With regard to hoisting: the provisions according to the VVT conditions (see <https://www.verticaaltransport.nl>).

2.1. In the event of any conflict between the General Provisions of Chapter 1 of these General Terms and Conditions and the Special Third Party Conditions referred to in this chapter, the Special Third Party Conditions referred to in this chapter will prevail.

### 3. Concurrence

Insofar as Industrial Relocations and Assembly Activities also involve other activities of Pax Bis (concurrence within the meaning of Article 1 of the General Provisions of Pax Bis), the Special Third Party Conditions referred to in the relevant Chapter of these Terms and Conditions will also apply to such other activities.

#### 4. Liability Limitations

- 4.1. **Lifting operations**, without any form of transport: € 25,000 per event up to the maximum contract price, in accordance with VVT conditions;
- 4.2. **Industrial relocation**, total project involving transport and/or assembly and/or lifting: Transport within the Netherlands € 3.40 per kilogram of lost weight in accordance with the General Transport Conditions (AVC) (see: <https://www.sva.nl/avc>)  
Transport Abroad 8,33 SDR per kilogram lost weight according to CMR conditions (see: <https://www.sva.nl/themas/cmr-en-ecmr/cmr-verdrag>);
- 4.3. **Assembly work**: a maximum liability of an amount equal to € 25,000 (per event or series of events with the same cause of damage); Liability during assembly work and related additional services being internal transport (bringing in/out or moving), placement and preparation for shipment (i.e.: packing or stowing machines in a container) is limited to a maximum of € 25,000 per event.

### **Chapter 4: Lifting, Hoisting and Moving (Vertical Transport)**

#### 1. Definitions

##### 1.1. Vertical Transport

The agreement whereby Pax Bis, whether or not in connection with a transport or other agreement, undertakes vis-à-vis the Client to carry out lifting work by means of mobile cranes and other lifting equipment, all in the broadest sense, as well as to make such cranes and lifting equipment available, either with (manned) or without operator/operators (unmanned).

#### 2. Applicable Provisions

2.1 In addition to the General Provisions of Chapter 1 of these General Terms and Conditions, all agreements between Pax Bis and the Client relating to Vertical Transport are also subject to the version of the Special Third Party Conditions applicable at the time of concluding the agreement, namely the Terms and Conditions of Delivery of Vertical Transport Association, hereinafter referred to as the "General Conditions of VVT", as filed with the Registries of the Amsterdam and Rotterdam District Courts in 2010.

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

#### 3. Concurrence

Insofar as, in addition to Vertical Transport by Pax Bis, Pax Bis also performs other work (overlap within the meaning of Article 1 of the General Provisions of Pax Bis), the Special Third Party Conditions referred to in the relevant Chapter of these General Terms and Conditions will also apply to such other work.

#### 4. Liability Limitations

**Hoisting activities, without any form of transport:** € 25,000 per occurrence up to the maximum contract price, in accordance with VVT conditions.

### **Chapter 5: Storage and Custody**

#### 1. Definitions

##### 1.1. Storage in general

The agreement under which Pax Bis undertakes to store the goods provided by the Client for storage at the place indicated by Pax Bis or the place agreed with Pax Bis, for an agreed period, and to keep them stored in an agreed place of storage or on hardened outdoor premises. The term "storage" does not include any supply and removal of the goods to be carried out by Pax Bis, or any changes to the goods in connection with the storage.

##### 1.2. Storage facility

A clean and dry room suitable for the storage of goods, such as, but not limited to, removal goods, machinery, business inventory, etc.

#### 2. Applicable Provisions

##### 2.1. Storage in general

In addition to the general provisions of Chapter 1 of these general conditions, for storage in general, the Dutch Warehousing Conditions also apply, as deposited by FENEX, the Netherlands Association for Forwarding and Logistics, at the Registry of the Court at Rotterdam on November 15, 1995 with the exclusion of article 4, at least the version of these conditions valid at the time of entering into the agreement with the Client.

2.2. Pax Bis is free to move internally any items or equipment that Pax Bis has on the Client's premises.

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

### 3. Concurrence

Insofar as, in the context of safekeeping and/or storage, Pax Bis also performs other work (overlap within the meaning of Article 1 of the General Provisions of Pax Bis), the Special Third Party Conditions referred to in the relevant Chapter of these General Terms and Conditions will also apply to that other work.

### 4. Liability Limitations

- **Storage:** liability as stipulated in the Dutch Warehousing Conditions, filed by the FENEX. These include that the storage company's liability in all cases is limited to 2 SDRs per kilogram damaged or lost gross weight with a maximum of 100,000 SDRs per event or series of events with one and the same cause.

## **Chapter 6: Forwarding**

### 1. Definitions

#### 1.1. Forwarding

A Forwarding contract is understood to mean the contract to have goods transported, in which Pax Bis undertakes vis-à-vis the Client to conclude one or more contracts of carriage with third parties relating to the goods to be provided by the Client.

Since Pax Bis, in its capacity as road carrier, only has vehicles for the transport of goods by road, there is also a forwarding contract if the contract entails transport by sea, rail, inland waterways or air in whole or in part.

### 2. Applicable Provisions

#### 2.1. General

In addition to the general provisions of Chapter 1 of these General Terms and Conditions which apply to forwarding, advice and customs work, the Dutch Forwarding Conditions, filed by the FENEX, with the Clerk of the Courts of Amsterdam, Arnhem, Breda and Rotterdam, filed on 1 July 2004, with the exclusion of Article 23, also apply. At least the version of these terms and conditions applicable at the time of entering into the agreement with the Client.

#### 2.2. Conflict

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

### 3. Concurrence

Insofar as, in the context of forwarding, Pax Bis also performs other activities (overlap within the meaning of Article 1 of the General Provisions of Pax Bis), the Special Third Party Conditions referred to in the relevant Chapter of these General Terms and Conditions will also apply to those other activities.

### 4. Liability Limitations

**Forwarding:** the liability as stipulated in the Dutch Forwarding Conditions, filed with the FENEX; these Conditions include the provision that the forwarder's liability shall in all cases be limited to 10,000 SDRs per event or series of events with one and the same cause of damage. In addition, subject to the aforementioned limit, in the event of damage, loss of value or loss of the goods included in the contract the liability shall be further limited to 4 SDRs per kilogram damaged, lost value or gross weight.

## **Chapter 7: Customs**

### 1. Definitions

#### 1.1. Customs

Customs means the handling of customs formalities handled by Pax Bis at the expense and risk of the Client.

### 2. Applicable Provisions

#### 2.1. Customs work

The Client is obliged to provide us with the necessary documents and records required for the execution of the agreement and to supply us with all necessary information. Pax Bis is not obliged to examine the accuracy and completeness of the documents and records and the information provided.

The Client indemnifies Pax Bis at all times against any claims made against Pax Bis or the Client by the authorities in respect of customs duties, taxes, excise duties etc. on goods for which we have carried out customs formalities on

behalf of the Client, unless the Client can demonstrate intent or gross negligence on our part.

## 2.2. Conflict

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

## 3. Concurrence

Insofar as the forwarding, advice and customs work also involves other activities of Pax Bis (concurrence within the meaning of Article 1 of the General Provisions of Pax Bis), the Special Third Party Conditions referred to in the relevant Chapter of these General Terms and Conditions will also apply to such other activities.

## 4. Liability Limitations

**Forwarding:** the liability as stipulated in the Dutch Forwarding Conditions, filed with the FENEX. These Conditions include the provision that the Freight Forwarder's liability shall in all cases be limited to 10,000 SDRs per occurrence or series of occurrences with one and the same cause of damage. In addition, subject to the aforesaid limit, in the event of damage, loss of value or loss of the goods included in the contract the liability shall be further limited to 4 SDRs per kilogram damaged, lost value or gross weight.

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