

GENERAL TERMS AND CONDITIONS OF VAN DER WEES

(WWW.VANDERWEES.COM)

PART A: GENERAL PART OF OUR GENERAL TERMS AND CONDITIONS

Article 1

- 1.1 These are the General Terms and Conditions of Van der Wees Watertransporten B.V., Van der Wees Logistiek B.V., Van der Wees Wegtransporten B.V., Wees Lifting B.V. and of the companies affiliated with them (in a group context), hereinafter referred to (individually and jointly) as: 'VDW'.
- 1.2 The term "Customer" shall mean the natural person and/or legal entity entering into an agreement with VDW or intending to do so and/or to whom VDW has provided services and/or for whom VDW has performed work.
- 1.3 Our Terms and Conditions consist of:
 - a) a general Part A (general conditions) (hereinafter "GTC"), followed by,
 - b) a special Part B (special terms and conditions) listing various sets of general (industry) terms and conditions applicable in the cases and/or depending on the nature of the agreement concluded with VDW and/or the work to be performed and/or services to be provided by VDW. Part B and (each of) the sets of general (branch) terms and conditions referred to therein are collectively referred to as "BV". Part B shall be followed by,
 - c) Part C (the sets of industry terms and conditions) in which, also for the convenience of the Client, is contained the integral text of the sets of industry terms and conditions referred to in Part B
- 1.4 Part A and Part B are both included in this Pdf file. Part C is included in a separate Pdf file. The first page of Part C indicates on which page of Part C the referred BV can be found. Part C can be viewed and downloaded from our website as a separate Pdf-file and will be sent to you free of charge upon your first request.
- 1.5 Our General Terms and Conditions, will be sent to you free of charge at your first request and can also be viewed and downloaded from our website (www.vanderwees.nl).
- 1.6 Our General Terms and Conditions shall apply to all: (i) offers and order confirmations prepared by VDW, (ii) agreements concluded and to be concluded with VDW, (iii) work performed and to be performed by VDW and services provided and to be provided by VDW, and (iv) legal relationships with VDW.
- 1.7 VDW expressly rejects the applicability of terms and conditions of the Principal
- 1.8 If any provision of the GTC and the STC conflict with each other, the provision in the STC shall prevail, with the exception of the choice of law and jurisdiction clause contained in Article 8 GTC, which shall prevail over and set aside choice of law and/or jurisdiction and arbitration contained in the STC.
- 1.9 If it does not follow from the nature of the agreement and/or the work to be performed and/or the services to be provided, or cannot reasonably be determined which T&C apply, or if the T&C have no effect for whatever reason, the GTC (Part A) shall always apply. If two or more of the T&C may apply simultaneously in the specific case, VDW shall be entitled to choose which individual set(s) of the T&C applies
- 1.10 Part A and Part B are drafted in the Dutch, English and German languages. There may be translations (unofficial or otherwise) of the various sets of general (branch) conditions mentioned in

the BV. In case of differences between the meaning in the Dutch and foreign text, the Dutch text is always binding.

Article 2

- 2.1 VDW is at no time liable for damages however and however caused, unless it is proven that those damages were caused by intent or gross negligence on the part of VDW itself.
- 2.2. In all cases (both in the case of contractual and extra-contractual claims and/or liability), the liability of VDW shall at all times be limited to the invoice value of the agreed performance (excl. VAT), or to that part of the agreed performance to which the liability relates, with an absolute maximum of EUR 25,000 (in words: twenty-five thousand Euros) per event or series of events with the same cause of damage.
- 2.3. If and insofar as VDW cannot invoke the provisions of the previous paragraph of this article, its liability shall always be limited to the amount paid out in the case in question under the (liability) insurance taken out by VDW.
- 2.4. VDW shall never be liable for consequential or indirect damages such as (but not limited to), loss of time, demurrage, demurrage, demurrage, harbor dues, environmental damage, trading loss, loss of profits, (container) demurrage and (container) stowage costs, loss of contracts, loss of opportunity, costs or damages resulting from (delays in) the execution of the agreed performance, costs or damages related to (drug-related) entry and exit of containers, etc.
- 2.5. VDW is not liable for damage caused by acts or omissions of third parties (engaged by it) in the performance of the agreement.
- 2.6. VDW is not liable for damage relating to the performance of work or services by the Customer (and/or its employees and/or auxiliary persons) and/or the presence of such persons on VDW's premises and/or aboard VDW's ships or other equipment. The Customer shall indemnify VDW against all third-party claims which are in any way connected with an event referred to above.
- 2.7. VDW is never liable for damage caused:
 - a) by an act or omission of the master or skipper of the vessel, the pilot, or any other person employed by or working for the vessel or the pusher or the tug during navigation or in the formation or dismounting of a pushed or towed convoy, unless the act or omission resulted from VDW's willful attempt to cause the damage or from reckless conduct on VDW's part knowing that such damage would probably result;
 - b) by fire or explosion on board the vessel, without proof that the fire or explosion was caused by the fault of VDW (and/or the carrier, the subcarrier or their subordinates or agents) or by a defect on the vessel;
 - c) by defects on VDW's vessel or on a rented or chartered vessel that existed before the start of the voyage, if VDW proves that these defects could not have been detected by it before the start of the voyage despite due diligence.
- 2.8. The services provided by VDW shall be performed exclusively for the benefit of its Principal. Third parties cannot derive any rights or claims from the execution of the order and the provision of services by VDW. The Customer shall indemnify VDW (and its employees and assistants) against any third-party claims resulting from or in any way connected with the services provided by VDW. This indemnification shall include the actual legal costs incurred by VDW in connection with such claims by third parties.
- 2.9. The provisions of our general terms and conditions are also stipulated for employees of VDW, persons otherwise working for VDW, third parties and auxiliary persons engaged by VDW, as well as their legal

successors under universal title, and their (liability) insurers. This is an irrevocable third-party beneficiary clause for the benefit of the aforementioned.

Article 3

- 3.1. Any claim against VDW shall become time-barred by the mere expiry of six months, calculated from the day following the day on which the claim became due and payable, or the day following the day on which the Customer became aware or could reasonably have become aware of both the damage and the liable party, whichever is earlier. If VDW acts as the carrier, this expiry period shall be twelve months.

Article 4

- 4.1. Force majeure includes (in addition to the provisions of article 6:75 of the Dutch Civil Code) all and any extraordinary circumstances and/or events which cannot reasonably be influenced by VDW, as a result of which VDW's performance is wholly or partially impeded or can no longer reasonably be required, such as (but not limited to): general transport impediments, obstructions, high water, low water, lightning strikes, storms, extreme weather conditions, (organized or unorganized) work strikes and/or work stoppages, epidemics, acts of war and fire.
- 4.2 In the event of force majeure, VDW's obligations shall be suspended for the duration of the force majeure situation. VDW is entitled to payment for the performance already carried out before the force majeure event occurred.

Article 5

- 5.1. If the Customer cancels the order, it shall be obliged to compensate VDW for the costs and/or loss of turnover resulting from the cancellation.
- 5.2. Unless otherwise agreed in writing, VDW shall at all times be entitled to have all or part of the order performed by third parties, in which case these GTC shall also apply in favor of said third parties.
- 5.3. VDW shall be entitled to suspend the execution of the order with immediate effect if: a) in the execution of the order, VDW, its employees or other auxiliary persons, are (or are likely to be) exposed to danger and/or substances harmful to health, b) the situation at the location where the work is to be performed and/or services are to be provided does not meet ARBO regulations and/or safety requirements c) the tools or other items provided by the Principal during the execution of the order do not meet the legal requirements, d) during the execution of the order, there is such a wind speed in the vicinity of the crane or gantry that VDW is forced to put it out of operation. If the suspended work cannot be resumed within 24 hours, VDW shall be entitled to immediately terminate the order prematurely, without any obligation to pay damages to the Principal. Unless agreed otherwise in writing, the agreed rate shall continue to be owed for the duration of the suspension, until the agreed work can be resumed. If a fixed price has been agreed, it shall also be due if VDW prematurely terminates the order in accordance with the provisions of this article. If a fixed price has been agreed, if the scheduled time is exceeded, the fee agreed in this regard in the contract shall be applied.
- 5.4. The Customer shall ensure that all data to be provided by it, such as measurements and weights and documents, are provided to VDW in a timely manner. The Customer guarantees the accuracy, clarity and completeness of the data, statements, communications, directions and instructions of any kind to be provided. The Customer shall be responsible for indicating and marking possible attachment points on the load and/or goods, as well as the lifting points and the center of gravity. The Customer

shall be liable for any omissions and/or inaccuracies and any resulting damage for VDW, and shall indemnify VDW against third-party claims.

Article 6

- 6.1. Insurance by VDW in respect of work and/or services for the benefit of the customer and/or the goods shall not be taken out by VDW.
- 6.2. The Customer shall take out appropriate insurance at its own expense. The policy must include VDW as a co-insured or exclude the right of recourse against VDW.
- 6.3. The BV listed in Part B may contain provisions that place an insurance obligation on VDW. Those provisions are expressly set aside by this Article 6.

Article 7

- 7.1. Unless agreed otherwise in writing, payment of invoices deferred by VDW must be effected within 30 days of the invoice date. Payment shall be made without any right of deduction and/or set-off on the part of the Customer. If the payment term is exceeded, the Customer shall owe interest and collection and extrajudicial costs. The interest payable in the event of late payment is 1% interest (compound).

Article 8

- 8.1. The services provided by VDW and the legal relationship(s) between it and its Principal shall be governed by Dutch law.
- 8.2. The Rotterdam District Court shall have exclusive jurisdiction to hear disputes between VDW and its Principal.
- 8.3. In the event that the CMR Convention applies, the District Court of Rotterdam shall also have jurisdiction to hear disputes between VDW and its Principal.

PART B: SPECIAL CONDITIONS

Article 9

Depending on the nature of the agreement and/or the work to be performed and/or the services to be rendered and/or the de facto or de jure acts performed and/or to which VDW is committed, in addition to the GTCs of Part A, the industry terms and conditions listed below shall apply in the cases specified therein:

- A. The "**ALGEMENE SLEEPCONDITIONS 1946**" (filed at the registry of the Rotterdam District Court on March 5, 1946) apply to the towing, pushing, assisting and rendering of services to floating objects such as sheerlegs, barges, elevators, suction dredgers, cranes, dredgers, etc., as well as to floating objects that have their own means of propulsion and/or maneuvering but do not use them during towing, assisting and/or rendering services.
- B. The "**NEDERLANDSE SLEEPCONDITIONS 1951**" (deposited at the registry of the courts of Rotterdam and Amsterdam) shall apply to the towing and assistance of and the provision of

services to ships that are wholly or mainly intended for navigation at sea or floating in the sea, other than those referred to under a above.

- C. The "**SLEEPCONDITIONS 1965**" (filed at the Registry of the Rotterdam District Court) apply to towing and assisting and providing services to all other towing vessels.
- D. The "**ALGEMENE DUWCONDITIONS 2004**" (filed with the Registrar of the Rotterdam District Court on November 11, 2004 under number 123/04) apply to pushing and the provision of all other services to and/or on board (traditional) pushed barges (insofar as not covered by the term "assistance" and not for dredging and contracting work).
- E. rental, use and provision of pontoons, deck barges, barges, rafts and unmanned floating derricks are subject to the "**DEKSCHUITEN USE CONDITIONS 1961**" filed with the clerk of the Rotterdam District Court on May 10, 1961).
- F. The rental, use and provision of floating sheerlegs with crew are subject to the "**BOKKEN USE CONDITIONS 1976**" (filed at the Registry of the Courts of Rotterdam, Amsterdam and Middelburg on January 1, 1977).
- G. The carriage by inland waterways of goods (such as loaded and empty containers) on board a vessel is subject to the "**BEVRACHTINGSVOORWAARDEN 1991**" filed at the Registry of the Courts of Rotterdam and Amsterdam).
- H. assistance is subject to the "**BERGINGSCONDITIONS 1958**" (filed at the registry of the Rotterdam District Court on August 1, 1958 and amended on February 7, 1974).
- I. the rental and hire of tugs and pusher craft for contracting work, dredging, sand and gravel transport (barges, buckets, cranes, etc.) for both towing and pushing are subject to the "**RENTAL TERMS AND CONDITIONS FOR BAGGER AND PUSHING WORKS 1994**".
- J. The rental, use and provision of cranes, all services or work to be provided by VDW whereby VDW makes use of cranes, and 'heavy transport' are subject to the "**GENERAL CONDITIONS OF THE VERTICAL TRANSPORT COMPANY**" (version January 2010) (filed at the Registry of the District Courts of Amsterdam and Rotterdam in January 2010), with the exception of the obligation of the contractor to take out insurance for the benefit of the client, which is set out therein (in article 11). 'Heavy Transport' shall mean transport using specialized equipment such as gantries, cranes, barges, rafts, deck barges, flatbed trailers, skids, fork-lift trucks and/or transport of large and/or heavy and/or difficult to handle cargo, both including loading and unloading in the broadest sense.
- K. Storage and custody of goods are subject to the "**VEEMCONDITIONS AMSTERDAM-ROTTERDAM**" of 2006 (filed at the registry of the courts of Amsterdam and Rotterdam on October 3, 2006).
- L. The mooring, mooring and unmooring of vessels to/from (our) quays, jetties, pontoons, ships, grounds and/or installations are subject to the "**STEIGER CONDITIONS OF THE VERENIGING VAN TANKOPSLAGBEDRIJVEN (VOTOB)**" version 2021, also called the VOTOB STEIGER CONDITIONS 2021. (These conditions are also published on the website of the Association of Dutch Tank Storage Companies www.votob.nl).
- M. transport by road within the Netherlands is subject to the "**ALGEMENE VERVOERSCONDITIONS 2002**", also called AVC 2022 (filed at the Registry of the District Courts of Amsterdam and Rotterdam).
- N. international carriage by road is governed by the "**Convention on the Contract for the International Carriage of Goods by Road**," Geneva, May 19, 1956, also known as the CMR Convention.

- O. stevedoring activities are subject to the General Conditions of the Association of Rotterdam Stevedores, also called the "**ROTTERDAMSE STUWADOORSCONDITIONES 1976**", also called the RSC 1976, (filed at the registry of the District Court of Rotterdam August 12, 1976).
- P. forwarding and forwarding-related work is subject to the Dutch Forwarding Conditions of the Dutch Organization for Forwarding and Logistics, version 2018, also called the "**NEDERLANDSE EXPEDITIEVOORWAARDEN 2018**", filed at the Registry of the Courts of Amsterdam and Rotterdam on May 1, 2018.

Article 10

As stated in clause 1.4 above, for the convenience of our Client, we have included the text of all the sets of Special Terms and Conditions mentioned above in clause 9 A to P in a Part C which can be viewed as a separate Pdf file on our website (www.vanderwees.nl) and downloaded from there. Part C will further be sent to you free of charge upon your first request.