

Article 1 General provisions

1.1. These General Terms and Conditions shall apply to all offers made, services rendered, agreements concluded, by:

- **Schenk Papendrecht Beheer B.V.**
- **Schenk Papendrecht B.V.**
- **Schenk Trading & Services B.V.**
- **Schenk Intermodal B.V.,**

as well as to their affiliated companies in Belgium:

- **Schenk Tanktransport Belgium N.V.**
- **Schenk Tanktransport N.V.**
- **Schenk Liquid Logistics N.V.**
- **Tanktransport Thys N.V.,**

and affiliates registered in Germany and Luxembourg:

- **Schenk Luxembourg S.A.**
- **SchenkTanktransport GmbH.**

and moreover all affiliated companies of SSLP B.V. who use these General Terms and Conditions, each of aforementioned parties will hereinafter be referred to as "Schenk".

- 1.2 In the event of discrepancies between these General Terms and Conditions on the one hand and general conditions declared specifically applicable to its actions by a Schenk company on the other hand, the last-mentioned (general) specific conditions shall prevail.
- 1.3 The applicability of any (standard) terms of the client is hereby explicitly dismissed.
- 1.4 The annulment or voidness of any provision of these General Terms and Conditions shall leave intact the validity of the other provisions.
- 1.5 All offers and other statements of Schenk are subject to acceptance unless expressly stated otherwise in writing. Schenk is never required to accept and/or execute requests of the client.
- 1.6 Any amendment or supplementation of the agreement shall only bind Schenk after the written confirmation by Schenk.
- 1.7 These General Terms and Conditions also apply to additional and subsequent agreements between Schenk and the client.

Article 2 Branch terms and/or conditions applied by Schenk

- 2.1 In addition to these General Terms and Conditions and depending on the nature of the agreement between Schenk and the client, the following general branch terms and/or conditions apply to all offers made, services rendered, agreements concluded by Schenk:
- a. to national road transport: the General Transport Conditions-AVC2002;
 - b. to international road transport: the CMR convention, supplemented by AVC 2002

- and – for tank and bulk – supplemented by the Tankvervoercondities, issued by sVa/Stichting Vervoeradres;
- c. to forwarding activities, the General Conditions of the FENEX dated 1 May 2018;
- d. to storage and deposits, the General storage Conditions, issued by sVa/Stichting Vervoeradres (Algemene Opslagvoorwaarden);
- e. to repair activities, the BOVAG General Terms and Conditions Corporate Sector Purchase/Repairs & Maintenance, dated January 2019, including the adjustments set out in article 5.1;
- f. to rental activities, the BOVAG General Rental Terms and Conditions for Commercial Parties dated May 2023, including the adjustments set out in article 5.2.
- 2.2 If there is any discrepancy between these General Terms and Conditions and the branch terms and/or conditions as mentioned in article 2.1, the provisions of these General Terms and Conditions will prevail.
- 2.3 To the extent that the general branch terms and/or conditions as mentioned in article 2.1 have also been drawn up in a different language than the Dutch language, the Dutch text is always decisive in case of differences.
- 2.4 If the general branch terms and/or conditions as mentioned in article 2.1 are revised, then the revised text shall apply as of the date of filing of these revised general branch terms and/or conditions. If one or more of these general branch terms and/or conditions are replaced by a standard regulation, or if a standard regulation replaces it in the manner referred to in article 6:214 of the Dutch Civil Code, the standard regulation concerned shall apply.
- 2.5 In the event of a dispute between the client and Schenk about which terms and conditions referred to in article 2.1 apply or applied, Schenk is entitled to decide which terms and conditions apply or applied.

Article 3 Performance of the agreement

- 3.1 Schenk shall be free in the manner of performance of the agreement, unless Schenk has accepted specific instructions on the subject from the client. Insofar as possible, the client's wishes in connection with the time or duration of the performance shall be taken into account, but no guarantee shall be given by Schenk on the subject.
- 3.2 In the event of temporary force majeure, the agreement shall remain in force, but Schenk's obligations shall be suspended for the duration of the force majeure, without prejudice to Schenk's right to dissolve the agreement and to charge the client for the work that has been done before dissolution. All the costs that arise as a result of the force majeure shall be for the client's account. "Force majeure" shall inter alia include circumstances that prevent the observance of the commitment and cannot be blamed on Schenk. This shall at any rate include strikes, disease(s), pandemics, restrictive government measures (regardless of whether these government measures are directed directly at business operations of the enterprise of Schenk), lack of raw materials, stagnation at ancillary suppliers, boycott of Schenk or its ancillary suppliers, transport problems, acts and/or delays of third parties engaged by Schenk, unsuitability of goods that Schenk uses in the performance of the Agreement, breakdown of machines and/or tools, government measures and/or measures from any permit to be obtained from the authorities, import, export or transport prohibitions, insurrection, fire, floods, natural or nuclear disasters, (threats of) war situations etc.
- 3.3 Unless something else has been agreed in writing, Schenk shall be entitled to use

another company affiliated with Schenk and/or third parties, if this is required for the performance of the agreement. If claims are brought against third parties outside an agreement with regard to work for which they were used by Schenk, it is hereby stipulated for their benefit that they may rely on all stipulations included in these conditions and others to which reference will be made below, about exclusion or limitation of liability.

- 3.4 Schenk is entitled to charge additional costs to the client, if such unforeseen additional costs are necessary for the correct and timely performance of the orders.

Article 4 Obligations of the client

- 4.1 Subject to the provisions in law or treaty or convention the client shall at any rate be obliged:
- a. to ensure that the cargo is available at the agreed place and time;
 - b. to give Schenk all those statements in time about the cargo and also about its handling of which the client knows or should know that they are important to Schenk; the client shall guarantee the correctness of the particulars supplied by the client;
 - c. to guarantee the due presence of the documents that are necessary for the performance of the agreement and/or required by law;
 - d. to give Schenk a written statement in time concerning the regulations that must be observed and (possibly) applicable legislation and/or other government schemes in connection with dangerous cargo;
 - e. to ensure that the cargo, taking into consideration the intended method of transport and handling, is properly and adequately packed.
- 4.2 If the cargo is to be loaded from a storage tank, the client must ensure that the cargo has been inspected prior to loading. Any defects to the cargo caused before the loading from the storage tank and also after unloading into the storage tank, shall be at the expense and risk of the client.
- 4.3 Any damage and/or expenses following from inaccuracies in the information coming from the client or his auxiliary person in connection with the location where and the storage tank from which loading is done or into which loading must be done, shall be at the expense and risk of the client.
- 4.4 Unless something else has explicitly been agreed in writing, the loading and/or unloading of the cargo shall be at the expense and risk of the client irrespective of any involvement of (an employee of) Schenk and/or (an employee of) an auxiliary of Schenk during loading and/or unloading. Any remarks and/or notes about the nature, quantity, quality or weight shall not bind Schenk.
- 4.5 If the client fails to fulfill the obligations mentioned in article 4.1, the client shall be obliged to compensate Schenk for the damage that the latter suffers as a result.
- 4.6 The cargo entrusted to Schenk that could produce a danger may be unloaded, destroyed or otherwise rendered harmless by Schenk at any time and at any place at the expense and risk of the client.
- 4.7 The client shall be liable to Schenk for all damage and expenses caused by the cargo entrusted by the client to Schenk or material made available by the client to Schenk.
- 4.8 The client shall be obliged to indemnify Schenk or its subordinates or auxiliaries on first demand if any claim is brought against Schenk or its subordinates or auxiliaries with

regard to damage or any other financial disadvantage relating to the performance of the agreement.

- 4.9 The client shall always be obliged to compensate Schenk for any amounts to be claimed or to be claimed additionally from Schenk or an auxiliary engaged by Schenk by any authority or other agency in connection with the agreement and also any fines imposed in that connection, irrespective of whether the claim or additional claim is the result of a shortcoming imputable to Schenk concerning its obligations on the strength of this agreement. On Schenk's first demand the client shall be obliged to provide security for whatever Schenk owes or may come to owe in that matter.

Article 5 Additional repair and rental conditions

- 5.1 The following applies in addition to or in deviation of the BOVAG General Terms and Conditions Corporate Sector Purchase/Repairs & Maintenance, dated January 2019:
- a. article 1 – Definitions, 'the car': this definition will be changed to: *'the vehicle: any truck, trailer or vehicle of the client'*.
 - b. wherever the term 'car' is used in these Bovag conditions, it should read 'vehicle';
 - b. article 10 paragraph 1, first sentence will be changed to: *'Payment must be made by means of transfer into the seller's/mechanic's bank account.'*
- 5.2 The following applies in addition to or in deviation of the BOVAG General Rental Terms and Conditions for Commercial Parties dated May 2023:
- a. the amount in article 5 is EUR 500.00 excluding VAT per day;
 - b. the amount in article 9 paragraph 3 is a minimum of EUR 500.00 excluding VAT;
 - c. article 10 paragraphs 5 and 8 are not applicable.

Article 6 Liability

- 6.1 Notwithstanding article 2.2, this article 6 applies only: (a) in addition to (and not in deviation of) the specific (branch) terms and conditions as mentioned in article 2.1 and (ii) to all other services than the services as mentioned in article 2.1 rendered by Schenk to the client.
- 6.2 If the consignee/addressee takes receipt of the cargo without first having determined its condition or without having brought written reservations to Schenk's knowledge, at the latest when taking receipt of them in the event of visible losses or instances of damage or at the latest within 24 hours after receipt in the event of non-visible losses or instances of damage, the consignee/addressee shall be deemed to have received the cargo in the condition as described in the transport document.
- 6.3 Liability of Schenk is excluded for indirect loss, consequential loss, loss of profits, loss arising from third party claims against the client, loss on account of excess of terms or property damage consisting of destruction, damage or loss of cargo used by the client in the course of its business or profession. More in particular, Schenk will not be liable for any loss or damage, death, illness or injuries caused on account of, by, or in connection with the execution of its services, except in the event of willful intent or gross negligence on the part of Schenk.
- 6.4 Schenk shall never be liable for lost profit, consequential loss (which shall at any rate include trading loss, loss as a result of business stagnation, and loss of income), immaterial damage and injury, or damage as a result of delay.

- 6.5 Anyone who is present at sites, in sheds, means of transport, or in any other place where Schenk is performing its services, shall be there with everything that he has with him at his own risk and must strictly observe the prescriptions and/or instructions given and/or to be given by the authorities, the property owner and/or by Schenk.
- 6.6 The liability of Schenk shall be limited to the amount that has been covered by its insurance. If in any case the insurer does not proceed to payment, or the damage is not covered by the insurance, the liability is limited to the amount in fees that was paid by the client to Schenk in a period of six (6) months preceding the damage causing event, and is in any event limited to an amount of EUR 500,000.00 (*in words: five hundred thousand Euros*).

Article 7 Prices

- 7.1 The prices and discounts applied by Schenk are the prices and discounts in effect on the date of conclusion of the agreement, unless Schenk and the client agree otherwise in writing.
- 7.2 Prices are exclusive of turnover tax (VAT), excise duties and any other government levies imposed.
- 7.3 If a price increase of offered services should occur between the dates of offer and acceptance, even if Schenk has made a binding offer, due to causes beyond the Schenk's control, for instance owing to a rise of material prices, production costs, import duties, taxes, prices of foreign currencies, transport charges and the like, Schenk shall be empowered to pass them on, except in cases in which the law forbids this.
- 7.4 Schenk has the right to index agreed prices and fees, regardless of whether it regards a fixed fee, each time with effect as from 1 January of a subsequent calendar year on the basis of the consumer price index (CPI) year 2015 (2015=100) as published by Dutch statistics institute CBS.

Article 8 Payment

- 8.1 Unless something else has been agreed explicitly and in writing, payment must be made within thirty (30) days after the invoice date. The day of payment shall be the day of receipt in cash or the day of payment into one of the account numbers mentioned on the invoice. The client must pay the invoiced amounts without discount or deduction and shall not be entitled to any set-off or suspension.
- 8.2 If payment has not been received by Schenk within the agreed time, the client shall be in default by operation of the law and the client shall owe Schenk interest of 1,5% per month calculated on the amount payable with effect from the due date, without any reminder or notice of default being required, unabated to Schenk's right to claim the payable amount immediately with interest and expenses for extrajudicial or judicial collection.
- 8.3 If the client is in default for any damage and expenses, both judicial and extrajudicial, relating to the collection shall furthermore be for his account after written notice of default. The extrajudicial collecting costs on the amount due shall be fixed at 15% of the principal amount, with a minimum of EUR 250.00.
- 8.4 Schenk shall always be entitled to desire payment in advance or sufficient security for the fulfillment of its obligations from the client. If the client does not immediately comply with a request for the purpose, Schenk shall be entitled to suspend or terminate its services.

Article 8 Retention of title

- 8.1 The goods supplied by Schenk shall remain its property until the client has fulfilled all the following obligations from all the contracts of sale concluded with Schenk:
- a. the payment(s) in connection with the good(s) supplied or to be supplied;
 - b. the payment(s) in connection with services performed or to be performed by Schenk by virtue of the contract(s) of sale;
 - c. any claims because of non-performance of (a) contract(s) of sale by the client.
- 8.2 The client shall be permitted to resell the goods supplied by Schenk within the framework of his normal conduct of business.
- 8.3 If the client does not fulfil his obligations or there is a well-founded fear that he will not do this, Schenk shall be entitled to remove or instruct others to remove delivered goods subject to the retention of title from the client or third parties that hold those goods for the client. The client shall be obliged to render all co-operation for the purpose on pain of a penalty of 10% of the amounts payable by him to Schenk per day.
- 8.4 If third parties wish to establish or enforce any right to the goods delivered subject to retention of title, the client shall be obliged to inform Schenk of this as soon as may be expected in reason.

Article 9 Right of retention and pledge

- 9.1 Schenk shall be entitled to retain cargo, documents and money of the client at the latter's expense and risk until its claims on the client, for any reason whatsoever, have been paid in full.
- 9.2 All the goods, documents and sums of money that, for any reason whatsoever, Schenk has in its possession or will get into its possession shall serve as security for the claims that Schenk has and/or will get against the client.
- 9.3 The client shall never be entitled to the powers mentioned in article 9.1 and 9.2.

Article 10 Termination and dissolution

- 10.1 Either party has the right to dissolve an agreement only if the other party, following due and detailed written notice setting a reasonable term for remedying their breach, still fails to comply with essential obligations under an agreement.
- 10.2 Schenk may – in addition to the situation of article 10.1 – terminate the execution of its services in full or in part by written notice without any notice of default or judicial intervention being required if the client does not comply with its (payment) obligation(s), is granted suspension of payments, whether or not provisionally, if the client applies for bankruptcy or if the client's business is wound up or discontinued. Schenk will never be required to pay any compensation on account of such termination.
- 10.3 If at the time of dissolution or termination of the agreement as referred to in article 10.1 and/or 10.2 the client has already received services in the execution of the assignment or agreement, such services and the related payment obligation will not be undone unless Schenk is in default with regard to an essential obligation. Any amounts invoiced by Schenk prior to dissolution or termination in connection with services already provided in the execution of the agreement will still be payable in full and will become payable immediately upon termination and/or dissolution.

Article 11 Limitation period and lapse

With observance of the matters provided in the relevant provisions of these General Terms and Conditions, all client's claims on compensation shall lapse by the mere expiry of one (1) year, which period shall start to run on the day following the day on which the damage was caused.

Article 12 Miscellaneous

- 12.1 Without the prior consent of Schenk, the client may not transfer, either in full or in part, its rights under its legal relationship with Schenk or any or several of the obligations arising therefrom to third parties or to have these executed by third parties.
- 12.2 In the event of nullity of one or several provisions arising from legal relations between Schenk and the client or of these Standard Terms and Conditions, the parties will consult to replace any invalid or void provisions by new provisions that will approximate the object and purpose of the void or invalid provisions as much as possible.

Article 13 Applicable law and competent court

- 13.1 The legal relations between Schenk and the client will be governed by Dutch law only.
- 13.2 If the client has its place of residence in the European Union, disputes between Schenk and the client are settled exclusively by the competent court in Rotterdam, The Netherlands.
- 13.3 If the client has its place of residence outside the European Union, disputes between Schenk and the client shall be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Rotterdam. The arbitral tribunal shall be composed of three arbitrators. The arbitral tribunal shall be appointed by the Parties. The proceedings shall be conducted in the Dutch language.
- 13.4 Any court proceedings in the Netherlands before, during or after the arbitration will - to the extent allowed by law - exclusively be dealt with by the Amsterdam District Court or the Amsterdam Court of Appeal, whichever has jurisdiction, following proceedings in English before the Chambers for International Commercial Matters (Netherlands Commercial Court, which consists of the NCC District Court, the NCC Court in Summary Proceedings and the NCC Court of Appeal). The NCC Rules of Procedure apply to these proceedings. This clause is not intended to exclude Supreme Court appeal.

Article 14 Contact details

- 14.1 SSLP B.V.
Burgemeester Keijzerweg 6
3352 AR Papendrecht
The Netherlands
Chamber of Commerce number: 83879358