

**General Terms and Conditions of Koninklijke Saan BV,
Saan Verhuizingen B.V., Saan Horizontaal & Verticaal Transport B.V. and
Saan Verkeersdiensten B.V.**

Version 25 May 2018

Chapter I contains definitions and reference is made by type of service provided by SAAN (e.g. 'industrial relocation' or 'storage') to chapters containing the Industry-specific Terms and Conditions applicable to that service (for example the General Terms and Conditions VVT', the 'Dutch Storage Conditions').

According to Chapter III, the General Conditions VVT are applicable to lifting, hoisting and relocating.

With additional and deviating agreements with SAAN.

With regard to removals, the Removal Terms and Conditions according to Chapter III apply.

With additional and deviating agreements with SAAN.

With regard to storage, the Storage Terms and Conditions according to Chapter IV apply.

With additional and deviating agreements with SAAN.

In all other cases, the safety net provisions in these General Terms and Conditions of SAAN (Chapter V) apply.

CHAPTER I. GENERAL PROVISIONS

1.1 Definitions

1.1.1 *Saan:*

The private company with limited liability Koninklijke Saan BV, registered office in (1112 AN) Diemen on Weesperstraat 78-82, and all of its affiliated companies¹ (hereinafter jointly and separately referred to as: Saan).

1.1.2 *Client:*

The (natural or legal) person who issues Saan an order to perform a certain task.

1.1.3 *Contract:*

The Contract between Saan and a Client according to which, Saan - represented by an authorised person - undertakes toward the Client to carry out certain work or provide certain services.²As much as possible, at the time of conclusion of the Contract these General Terms and Conditions are declared to be applicable.

1.1.4 *General Terms and Conditions:*

These General Terms and Conditions of Saan, as laid down in Chapters I to V.

1.1.5 *Industry-specific conditions:*

The Industry-specific conditions referred to in Chapters II - IV of these General Terms and Conditions and that, on the basis of these General Terms and Conditions or otherwise are (also) applicable to the Contract, except if and insofar as these are deviated from by means of additional and/or deviating provisions in these General Terms and Conditions.

1.1.6 *Further agreements:*

Agreements in any written document signed as approved by both parties from which the specific intention of parties is voiced to deviate from the provisions of the Contract, from these General Terms and Conditions or from the Industry-specific conditions.

1.1.7 *Precedence regulation:*

The regulation that determines which agreement or contract takes precedence above the other.

1.1.8 *Personal data*

any information about an identified or identifiable natural person.

1.1.9 *Concurrence:*

A situation of Concurrence exists if there are several partial tasks or services to be carried out or provided by Saan as meant in article 1.1.11 to 1.1.14 of these General Terms and Conditions, such as in case of a Total Project Implementation. Incidentally, Concurrence only exists if this specifically follows from law, from these General Terms and Conditions, from the Contract or from the Further agreements.

1.1.10 *Total Project Implementation:*

The Contract by which Saan undertakes to provide advice or support for one and the same project, or undertakes to carry out all the work necessary in order to realise a project - consisting of several activities such as meant in article 1.1.11 to 1.1.14 of these General Terms and Conditions.

1.1.11 *Vertical transport and rental of equipment and/or personnel (see chapter II):*

The Contract whereby Saan provides to the Client:

(i) Cranes and other lifting equipment, all of this in the broadest sense of the word, either 'manned', without a

machinist/operating personnel ('unmanned'); and/or
(ii) Personnel that are specialised in the operation of the cranes or lifting equipment referred to here.

Vertical transport and rental of equipment and/or personnel also exists if Saan accepts the order to carry out, under its responsibility and making use of its specialised knowledge and experience, carefully described work, whereby Saan makes use of the aforementioned cranes and other lifting and transport equipment and/or its own personnel and/or personnel that carry out work under its supervision.

1.1.12 *Corporate relocation (see chapter II):*

A Corporate Relocation is the Contract that applies to the relocation of one or more machines, installations or other industrial goods, whereby in view of the weight and/or the size of the items to be relocated, other (lifting) equipment than is standard for corporate removals and/or other means of transport than are standard for corporate removals must be used.

1.1.13 *Corporate removal (see chapter III):*

Corporate Removal is understood to mean the removal of removal goods consisting of goods that in terms of their nature comprise a part of the usual inventory of a business, not being the machinery, installations or other industrial goods referred to in article 1.1.12. Goods in the context of a Corporate Removal include commercial stock to the extent that its transport takes place only in the context of corporate removal and is not an object of a concluded business transaction.

1.1.14 *Storage/safekeeping (see chapter IV):*

The Contract whereby Saan undertakes to take goods delivered by the Client for storage to the place indicated by Saan into storage for an established period of time and to maintain this storage in a place agreed upon for that purpose. Not falling under the term 'storage' are possible delivery and discharge of the goods to be effected by Saan, as well as possible changes in the goods in association with the storage.

Storage/safekeeping of Business Inventory is defined as taking into safekeeping those goods that, according to their nature, are part of the inventory of a business. This also includes commercial stock to the extent that only the storage of the commercial stock is intended, and this commercial stock is not the object of a concluded commercial transaction.

1.2 Applicability of these General Terms and Conditions and the Industry-specific terms and conditions

1.2.1. To:

(i) Vertical transport and rental of equipment and/or personnel; and

(ii) Corporate relocation

Chapter II of these General Terms and Conditions applies.

1.2.2. Chapter III of these General Terms and Conditions apply to Corporate Removals.

1.2.3. Chapter IV of these General Terms and Conditions apply to storage/safekeeping.

1.2.4 Chapter V of these General Terms and Conditions applies to all offers of Saan and all Contracts to which Saan is a party, whether or not through subcontracting, with the exception of:

- Offers and contracts regarding training courses and the sale of moveable goods, to which separate terms and conditions apply;
- Private removals and storage/safekeeping of private removal goods, to which separate terms and conditions apply;
- Cases in which (and to the extent that) the industry-specific terms and conditions named in Chapters II to IV are applicable and have an effect.

¹ Specifically, Saan Verhuizingen bv, Saan Horizontaal & Verticaal Transport bv and Saan Verkeersdiensten bv.

² A Contract can be for a quotation that has been approved.

1.2.5. The precedence regulation reads as follows:

- a. If further agreements apply, in terms of objects or parts where they are in conflict with the Contract, those General Terms and Conditions or Industry-specific terms and conditions shall take precedence over the three aforementioned regulations.
- b. Provisions in the Contract will take precedence, with regard to objects or parts where they are in conflict with these General Terms and Conditions or Industry-specific terms and conditions, over the two aforementioned regulations.
- c. Provisions in these General Terms and Conditions shall take precedence, on topics or parts where they are inconsistent with Industry-specific terms and conditions, over the aforementioned regulation. And where the topics or parts of these addressed in the Industry-specific terms and conditions are not in conflict with topics that have or have not been addressed in further agreements, in the Contract or in these General Terms and Conditions, the regulation in the Industry-specific terms and conditions shall be deemed an addition to all other regulations mentioned.

1.2.6. Concurrence

In case of Concurrence, as defined in article 1.1.8 of these General Terms and Conditions, applicable to every separate partial task the provisions of the relevant Chapter of these General Terms and Conditions shall apply.

1.2.7. Ineffective provisions

If one or more provisions of the Contract, these General Terms and Conditions or Industry-specific terms and conditions should prove to be ineffective, the remaining provisions between parties shall remain in effect. Then parties undertake to replace the ineffective provisions by provisions that are indeed effective and that deviate as little as possible from the content of the ineffective provision(s), in view of the objective and purport of the Contract, these General Terms and Conditions or Industry-specific terms and conditions.

1.2.8. Battle of forms

Unless otherwise expressly agreed in writing between Saan and the Client, the applicability of general terms and conditions or purchasing conditions used by the Client is expressly excluded. If, however, it is unequivocally agreed in writing that these general terms and conditions do not apply, and that the General Terms and Conditions or Purchasing Conditions of the Client apply, the applicability of the Industry-specific terms and conditions as defined in these General Terms and Conditions is not prejudiced. In that case, therefore, in addition to the general terms and conditions or purchase conditions of the Client, the Industry-specific terms and conditions mentioned in chapters II to IV of these general terms and conditions apply, whereby in case of conflict the Industry-specific terms and conditions shall prevail.

1.2.9. Findability of these General Terms and Conditions and the Industry-specific terms and conditions.

These General Terms and Conditions and the Industry-specific terms and conditions to which reference is made in chapters II to IV may be consulted at the website of Saan (www.saan.nl).

CHAPTER II. VERTICAL TRANSPORT AND RENTAL OF EQUIPMENT AND/OR PERSONNEL AND CORPORATE RELOCATION

2.1 Applicable to all contracts between Saan and the Client relating to the vertical transport and rental of equipment and/or personnel and corporate relocation are the current and most recent versions at the time of the conclusion of the

Contract of the General Terms and Conditions of the Association of Vertical Transport (hereinafter referred to as: the General Terms and Conditions VVT), unless and to the extent that these are deviated from below.³

2.2 If the subject is a service consisting of a combination of a corporate removal and/or a corporate relocation and/or storage/safekeeping, the situation involves Concurrence. If and insofar as, during the transition from one service to another service, it cannot be reasonably determined which conditions apply during the phase of service, the General Terms and Conditions VVT shall apply. If the General Terms and Conditions VVT for any reason are not effective, the provisions of Chapter V of these General Terms and Conditions shall apply.

2.3. If and insofar as there is a service where lifting operations are performed using one or more floating derricks, then the *Bokkengebruikvoorwaarden 1976* (Dutch Conditions for the Use of Floating Sheerlegs), deposited with the Clerk of the Courts of Amsterdam, Rotterdam and Middelburg on 1 January 1977, at least the latest version of the conditions in force at the time of conclusion of the Contract, apply, so the situation involves Concurrence. If and insofar as, during the transition from one service to another service, it cannot be reasonably determined which conditions apply during the phase of service, the General Terms and Conditions VVT shall apply. If the General Terms and Conditions VVT for any reason are not effective, the provisions of Chapter V of these General Terms and Conditions shall apply.

Additional and deviating agreements

2.4 Notwithstanding the provisions of article 2 and thus the General Terms and Conditions of VVT, the following provisions apply:

2.4.1. The definitions of the vertical transport and rental of equipment and/or personnel and corporate relocation of these General Terms and Conditions take precedence over the relevant definitions in the General Terms and Conditions VVT.

2.4.2. Insofar as Saan, in the context of the Contract, has undertaken to apply for any permits and/or exemptions, this obligation applies solely as an obligation to exert efforts and not as a requirement for results.

2.4.3. All claims of Saan on the Client - for any reason whatsoever - immediately and without announcement or notice of default become payable in full in all cases where SAAN is authorised to dissolve and/or terminate the Contract effective immediately.

2.4.4. If Saan declares the claim substantiated, it is only obliged to correct the defect, without the Client having any related right to damages.

2.4.5. Saan is authorised, before starting with the implementation of its issued order, as well as during every stage of the work thereafter, to demand security from the Client within a reasonable time for the fulfilment of his obligations.

2.4.6. As long as, in Saan's opinion, the Client has not provided suitable security as meant in article 2.4.5, Saan is authorised to suspend its work, without prejudice to the regulations concerning suspension and dissolution stemming from the law or these General Terms and Conditions. If Saan

³ The General Terms and Conditions VVT consist of part A (General Terms and Conditions), containing mainly general provisions, and part B, containing mainly specific provisions. Part B consists of part B1 (Rental of equipment and/or personnel), part BII (Transport) and part BIII (Storage, transshipment, safekeeping and delivery).

suspends its work, Saan is not obliged to pay any damages, interest and/or other costs.

2.4.7. All goods, documents and monies that Saan, for whatever reason, has in its possession and/or shall acquire, shall serve for Saan as collateral (lien) for all claims, for whatever reason, that it has or may have against the Client.

2.4.8. Saan is also authorised to exercise its lien and/or retention rights for all that which the Client may still owe Saan in connection with previous orders.

2.4.9. Saan is authorised to make use of third parties during the execution of the Contract (subcontractors/assistants). To the extent that those third parties carry out work in the context of the Contract, Saan shall be responsible for these third parties in the same way as for its own subordinates, bearing in mind, however, the same limitations as included in these General Terms and Conditions.

2.4.10. Saan is not liable for damage caused by third parties as meant in the previous article, if these third parties carry out work or activities outside the context of the Contract, nor for loss caused by intent or equal gross negligence on the part of subordinates of Saan or by the aforementioned third parties and/or their subordinates.

2.4.11. If the aforementioned subordinates and third parties (assistants) are asked to do work outside the Contract by third parties apart from the work that they are assigned by Saan, it is stipulated via these General Terms and Conditions with respect to them that they can take recourse to all stipulations concerning exclusion or limitation of liability included in these General Terms and Conditions.

2.4.12. Any legal claim in respect of liability, on whatever grounds, can only be enforced by the Client or a third party within the limits of the Contract concluded by Saan. If an appeal is brought against Saan by third parties outside the Contract, the Client is obliged to indemnify Saan at the latter's first request for all financial consequences.

2.4.13. In case of damage, loss of value or loss of the goods included in the contract, the liability of Saan is limited to € 3 per kilogram damaged or lost weight, with a maximum of € 25,000 per load or consignment, except in case of intent or gross negligence.⁴

CHAPTER III CORPORATE REMOVALS

3.1. Corporate removals are covered by the General Terms and Conditions for Corporate Removal (abbreviated: 'AVB') filed with the Clerk of the District Court in Amsterdam and Rotterdam in 2002, at least the most recent valid version of these terms and conditions at the time of entering into the Contract with the Client, unless and to the extent that they are deviated from below.

3.2. If there is a service consisting of a combination of a corporate removal and/or corporate relocation and/or storage, a situation of Concurrence exists. If, and insofar as, during the transition from one service to another service, it cannot be reasonably determined which conditions apply during the phase of service, the General Terms and Conditions VVT shall apply. If

⁴ The system of the VVT is as follows: (i) Client must provide a CAR or EAR or comparable insurance for equipment loss and/or material loss and/or injury. (ii) The liability of Saan is limited to, in brief, direct loss. (iii) If Saan, according to the normal rules on liability, is liable for this direct loss, the liability of Saan is limited to the deductible of the Client, to a maximum of € 25,000. – or the contract sum if that amount is lower. This article 2.4.13, therefore, entails a further reaching limitation of liability than follows from the VVT terms and conditions.

the General Terms and Conditions VVT for any reason are not effective, the provisions of Chapter V of these General Terms and Conditions shall apply.

Additional and deviating agreements

3.3. Notwithstanding the provisions in articles 3.1 and thus the AVB, the following provisions apply:

3.3.1. The definition of Corporate Removals in these General Terms and Conditions takes precedence over the relevant definition in the AVB.

3.3.2. All drawings, measurements and weights or images along with the offer are only binding if and insofar as these are explicitly named or accepted by Saan as the basis for the price of the offer.

3.3.3. All dates for services or delivery by Saan of work stated in an offer are only approximate, and for Saan at most an obligation to exert effort on the basis of which Saan is obliged to do everything in its power to respect the offered or agreed date, unless something specifically to the contrary is agreed and there is no situation of force majeure on the part of Saan.

3.3.4. Exceeding a deadline for delivery of service or delivery of any work not specifically agreed in writing never gives the Client the right to dissolve the Contract or have it dissolved, or to destroy it, and/or to claim damages, and gives the Client no right to suspension of his obligations.

3.3.5. Insofar as Saan, in the context of the Contract, has assumed the obligation to apply for any permits and/or exemptions, this obligation is considered to represent solely an obligation to exert effort and not an obligation to realise results.

3.3.6. In the event of payment default by the Client, Saan is authorised in any case to suspend its obligation to carry out work on the basis of the Contract with regard to which the Client defaults. In addition, Saan is authorized to suspend the execution of all other Contracts that parties have concluded with each other until the Client has fulfilled all his obligations toward Saan, without prejudice to the right of Saan to damages, interest and/or any other costs.

3.3.7. All claims of Saan against the Client - for any reason whatsoever - become immediately and fully payable without prior announcement or notice of default in the cases as named in article 3.3.21 of these General Terms and Conditions.

3.3.8. If Saan declares claims to be substantiated, he is only obliged to correct a relevant defect, without the Client therefore having any right to damages.

3.3.9. Saan is authorised, before commencing the execution of an order issued to him, as well as in every stage of the work thereafter, to demand sufficient security from the Client within a reasonable period for the fulfilment of the latter's obligations.

3.3.10. As long as, in Saan's opinion, the Client has not provided suitable security as meant in article 3.3.9, Saan is authorised to suspend its work, without prejudice to the regulations concerning suspension and dissolution stemming from the law or these General Terms and Conditions. If Saan suspends its work, Saan is not obliged to pay any damages, interest and/or other costs.

3.3.11. All goods, documents and monies that Saan, for whatever reason, has in its possession and/or shall acquire, shall serve for Saan as collateral (lien) for all claims, for whatever reason, that it has or may have against the Client.

3.3.12. Saan shall in no case purchase insurance with regard to the matters concerning which it concludes a Contract with

the Client. Therefore, the Client himself will always ensure that he has sufficient insurance coverage. The above shall only be deviated from if and to the extent that something specifically to the contrary is stipulated in or through the Contract, in these General Terms and Conditions, in Industry-specific terms and conditions or in further agreements.

3.3.13. Considered to represent force majeure are all circumstances that are beyond the realm of influence of Saan and that reasonably prevent it from fulfilling its obligations on time or in full. This includes, for example, but is not limited to, the following:

- Calamities;
- Extreme weather conditions such that, in the opinion of Saan, the work can no longer be carried out responsibly;
- Road closures or blockages;
- Power cuts;
- Strike of the personnel of Saan or third parties (assistants of Saan);
- Stagnation at suppliers;
- Government restrictions (including refusal or withdrawal of an exemption or a license);
- Inaccessibility of the workplace.

3.3.14. In case of force majeure, the Contract shall remain in force and the obligations of Saan are suspended for the duration of the force majeure, without Saan imputably defaulting in the fulfilment of the Contract and without the Client having any right to claim damages, interest and/or costs.

3.3.15. All reasonable additional costs caused by or in connection with force majeure shall be borne by the Client.

3.3.16. For other loss than the loss as defined in article 6 of the AVB (including intangible loss, lost profit, business loss, consequential loss and any other financial loss), howsoever caused, including loss caused by incorrect advice of Saan, and loss caused by delay, Saan will never be liable, except in case of intent or gross negligence, for which the Client bears the burden of proof.

3.3.17. Saan is not liable for loss caused by third parties hired by Saan if these third parties carry out work or activities outside the context of the Contract, nor for loss caused by intent or gross negligence on the same level, on the part of subordinates of Saan or aforementioned third parties and/or their subordinates.

3.3.18. If the aforementioned subordinates and third parties (assistants) are asked by third parties outside the Contract to carry out work for which Saan has hired them, by means of these General Terms and Conditions on their behalf it is stipulated that they can take recourse to all stipulations contained in these General Terms and Conditions concerning exclusion or limitation of liability.

3.3.19 Any legal claim in respect of liability, on whatever grounds, can only be enforced by the Client or a third party within the limits of the Contract concluded by Saan. If an appeal is brought against Saan by third parties outside the Contract, the Client is obliged to indemnify Saan at the latter's first request against all financial consequences.

3.3.20. All claims against Saan on the basis of the Contract concluded with Saan, including Total Project Implementation, become statute-barred after the passage of 12 (twelve) months, to be calculated commencing on the day on which the Client has first informed Saan of its loss or its right to effect a claim or has otherwise shown that it is aware of its right to effect a claim.

3.3.21. Saan is authorised to partially or entirely terminate or dissolve the Contract, effective immediately, without the need for notice of default and without legal intervention, if:

- The Client imputably defaults in the fulfilment of their obligations under the Contract or other contracts stemming therefrom;
- The Client partially or entirely ceases their business activities for any reason whatsoever;
- The Client applies for (provisional) suspension of payments or bankruptcy, is declared bankrupt, is liquidated or dissolved;
- The Client loses the free disposal of their assets;
- A significant portion of the assets of the Client are seized;
- The Client transfers a significant part of their business activities to third parties;
- The Client is placed under guardianship or their assets are placed under curatorship (if it concerns a natural person);
- The Client dies (if they are a natural person).

3.3.22. If, due to force majeure or circumstances for the account and risk of the Client, the work is disproportionately delayed or if in some other way, due to unexpected circumstances, Saan can no longer reasonably be expected to fulfil (without adjustment) the Contract, Saan is authorised to terminate or dissolve the Contract unilaterally in writing without legal intervention.

3.3.23. The Contract between Saan and the Client is governed by Dutch law.

CHAPTER IV. STORAGE/SAFEKEEPING

4.1 General

Storage/safekeeping is subject to the Dutch Warehousing Conditions, filed by the FENEX, Dutch Association for Forwarding and Logistics, with the Clerk of the District Court in Rotterdam on 15 November 1995, or the most recent version of the General Terms and Conditions in effect at the time of the conclusion of the Contract, unless and insofar as these are deviated from hereinafter.

4.2 If there is a service consisting of a combination of a corporate removal and/or corporate relocation and/or storage, a situation of Concurrence exists. If, and insofar as, during the transition from one service to another service, it cannot be reasonably determined which conditions apply during the phase of service, the General Terms and Conditions VVT shall apply. If the General Terms and Conditions VVT for any reason are not effective, the provisions of Chapter V of these General Terms and Conditions shall apply.

Additional and deviating agreements

4.3 Notwithstanding the provisions in article 4.1 and thus the AVB, the following provisions apply:

4.3.1. The definitions of Storage/Safekeeping of these General Terms and Conditions shall take precedence over the relevant definitions in the Dutch Warehousing Conditions.

4.3.2. All claims of Saan against the Client - for any reason whatsoever - become immediately and fully payable without prior notice or notice of default in cases where it is reasonably clear that the Client will no longer fulfil their obligations on time and in full.

4.3.3. In the event of payment default by the Client, Saan is free to take collection or legal measures without further announcement or notice of default. All costs reasonably associated with those measures, including extrajudicial costs, reasonable legal fees (lawyer or representative fees) will be borne by the Client.

4.3.4. Saan is authorised, before commencing the execution of an order issued to him, as well as in every stage of the work

thereafter, to demand sufficient security from the Client within a reasonable period for the fulfilment of the latter's obligations.

4.3.5. As long as, in Saan's opinion, the Client has not provided suitable security as meant in article 4.3.4, Saan is authorised to suspend its work, without prejudice to the regulations concerning suspension and dissolution stemming from the law or these General Terms and Conditions. If Saan suspends its work, Saan is not obliged to pay any damages, interest and/or other costs.

CHAPTER V GENERAL PROVISIONS APPLICABLE IF AND TO THE EXTENT THAT THE INDUSTRY-SPECIFIC PROVISIONS OF CHAPTERS II TO V ARE NOT APPLICABLE OR ARE INCONCLUSIVE.

5.1 General

5.1.1

3.3.2. All drawings, measurements and weights or images along with the offer are only binding if and insofar as these are explicitly named or accepted by Saan as the basis for the price of the offer.

5.1.2

The Client must always ensure adequate accessibility and rideability of the land or the location where the work is to be done in the context of the Contract. If work is to be carried out on site or on location, the Client shall ensure that the work can be done safely and efficiently.

5.1.3

All dates for services or delivery by Saan of work stated in an Offer and the Contract are only approximate, and for Saan represent at most an obligation to exert effort on the basis of which Saan is obliged to do everything in its power to respect the offered or agreed date, unless something specifically to the contrary is agreed and there is no situation of force majeure on the part of Saan.

5.1.4

3.3.4. Exceeding a deadline for delivery of service or delivery of any work not specifically agreed in writing never gives the Client the right to dissolve the Contract or have it dissolved, or to destroy it, and/or to claim damages, and gives the Client no right to suspension of his obligations.

5.1.5

3.3.5. Insofar as Saan, in the context of the Contract, has assumed the obligation to apply for any permits and/or exemptions, this obligation is considered to represent solely an obligation to exert effort and not an obligation to realise results.

5.2 Payments

5.2.1.

Unless otherwise agreed, the Client shall pay the invoices sent to him within 30 (thirty) days after invoice date, without any right to suspension, discount or setoff.

5.2.2

In the absence of full payment within the aforementioned term, the Client is legally (that is to say, without the need for (written) notice of default) in payment arrears, and the Client shall owe, over the amount in arrears until the day of full payment, arrears interest of 1% per month or part of a month. The interest will be credited after one year on the principal amount and will thus again bear interest.

5.2.3

In the event of payment default by the Client, Saan is authorised in any case to suspend its obligation to carry out work on the basis of the Contract with regard to which the Client defaults. In addition, Saan is authorized to suspend the

execution of all other Contracts that parties have concluded with each other until the Client has fulfilled all his obligations toward Saan, without prejudice to the right of Saan to damages, interest and/or any other costs.

5.2.3

All claims of Saan against the Client - for any reason whatsoever - become immediately and fully payable without prior notice or notice of default in the cases as named in article 5.13.1 of these General Terms and Conditions.

5.3 Collection costs

In the event of payment default by the Client, Saan is free to take collection or legal measures without further announcement or notice of default. All costs reasonably associated with those measures, including extrajudicial costs, reasonable legal fees (lawyer or representative fees) will be borne by the Client.

5.4 Complaints

5.4.1

Complaints regarding services provided must be reported immediately to Saan and within 8 days after the observation of the defect made known to Saan in writing. After this period, all rights to repair or damages lapse. If third-party warranties are applicable, those guarantee provisions shall correspondingly apply to the Contract between the parties.

5.4.2

If Saan declares the claim substantiated, it is only obliged to correct the defect, without the Client having any related right to damages.

5.5 Security

5.5.1

Saan is authorised, before commencing the execution of an order issued to him, as well as in every stage of the work thereafter, to demand sufficient security from the Client within a reasonable period for the fulfilment of the latter's obligations.

5.5.2

As long as, in Saan's opinion, the Client has not provided suitable security as meant in article 5.5.1, Saan is authorised to suspend its work, without prejudice to the regulations concerning suspension and dissolution stemming from the law or these General Terms and Conditions. If Saan suspends its work, Saan is not obliged to pay any damages, interest and/or other costs.

5.6 Right of retention (retention) and lien

5.6.1

Saan is authorised to withhold all goods, documents and monies of the Client that Saan has in its possession for any reason whatsoever, for the account and risk of the Client, until all claims of Saan against the Client, for any reason whatsoever, including interest and costs, have been paid in full.

5.6.2

All goods, documents and monies that Saan, for whatever reason, has in its possession and/or shall acquire, shall serve for Saan as collateral (lien) for all claims, for whatever reason, that it has or may have against the Client.

5.6.3

Saan is also authorised to exercise its lien and/or retention rights for all that which the Client may still owe Saan in connection with previous orders.

5.7 Insurance

Saan shall in no case purchase insurance with regard to the matters concerning which it concludes a Contract with the Client. Therefore, the Client himself will always ensure that he has sufficient insurance coverage. The above shall only be deviated from if and to the extent that something specifically to the contrary is stipulated in or through the Contract, in these General Terms and Conditions, in Industry-specific terms and conditions or in further agreements.

5.8 Force majeure

5.8.1

Considered to represent force majeure are all circumstances that are beyond the realm of influence of Saan and that reasonably prevent it from fulfilling its obligations on time or in full. This includes, for example, but is not limited to, the following:

- Calamities;
- Extreme weather conditions such that, in the opinion of Saan, the work can no longer be carried out responsibly;
- Road closures or blockages;
- Power cuts;
- Strike of the personnel of Saan or third parties (assistants of Saan);
- Stagnation at suppliers;
- Government restrictions (including refusal or withdrawal of an exemption or a license);
- Inaccessibility of the workplace.

5.8.2

In case of force majeure, the Contract shall remain in force and the obligations of Saan are suspended for the duration of the force majeure, without Saan imputably defaulting in the fulfilment of the Contract and without the Client having any right to claim damages, interest and/or costs.

5.8.3

All reasonable additional costs caused by or in connection with force majeure shall be borne by the Client.

5.9 Liability of Saan

5.9.1

Saan only accepts liability for damage to goods entrusted to him to the extent that, according to current legislation, said liability can be assigned to him, and only commencing at the moment of receipt of said goods by Saan, until at the latest the moment of delivery of these goods to the Client or the person designated by the Client to take receipt, and in the amount of maximally the liability limit as stated below.

5.9.2

The loss to be compensated by Saan shall be established in accordance with the liability regulation stated in these General Terms and Conditions. The damages for loss of or damage to objects shall never be more than the invoice value of the goods to be demonstrated by the Client. If the invoice value cannot be ascertained, then the market value, to be demonstrated by the Client (= value on the market) of the goods at the time and place of the receipt of the goods by Saan, shall take its place.

5.9.3

For other loss than the loss as defined in article 5.9.1 (including intangible loss, lost profit, business loss, consequential loss and any other financial loss), howsoever caused, including loss caused by incorrect advice of Saan, and loss caused by delay, Saan will never be liable, except in case of intent or gross negligence for which the Client bears the burden of proof and except for deviating provisions in the applicable Industry-specific terms and conditions.

5.10 Confidential data

The Parties undertake to treat (personal) data that is disclosed in the context of the Agreement, which, by its nature and/or because it has been declared confidential, as such, and to use it exclusively for this Agreement. The disclosure of data is only permitted to employees and suppliers if and insofar as necessary for the execution of the Agreement. Upon request, the Parties will immediately return the data to each other, without retaining a copy. In the event that a party to this Agreement receives a court order or is legally obliged to disclose the information, the Parties shall immediately inform each other of this fact. Saan reserves the right to use the knowledge gained due to the execution of the work for purposes other than performance of the Agreement, insofar as no confidential information is disclosed to third parties.

5.11 Personal data

5.11.1

If, in the context of the execution of the Agreement, personal data is processed in a way that Saan is considered a processor within the meaning of the General Data Protection Regulation, Saan undertakes to:

- a) Process the Personal Data only in accordance with all applicable (privacy) laws and regulations and with the written instructions of the Client, whereby the Personal Data will not be transferred outside the European Union unless Saan is obliged to do so pursuant to European or local legislation to which Saan is subject.
- b) To ensure that its employees or third parties engaged by it, will always treat the Personal Data confidentially.
- c) Apply all legally required technical and organizational security measures.
- d) If necessary, assist the Client in fulfilling his obligations with regard to security measures, documenting the data processing, implementing a data protection impact assessment and reporting data leaks (whereby Saan is obliged, after discovery thereof, to inform the Client of this without unreasonable delay).
- e) To assist the Client as far as possible in fulfilling his obligation to respond to requests from data subjects arising from their rights with respect to: information, access, rectification, deletion of personal data, transfer of personal data to another party, restriction of data processing and objection to automated decision-making. Saan's assistance concerns both the notification of the Client of a received request from a data subject, and the support in the execution of that request if required.
- f) To provide the Client with all information necessary to demonstrate compliance with the obligations laid down in this article.
- g) Enable audits and inspections by the Client (or an independent auditor engaged by the Client).
- h) Saan will furthermore destroy or return all Personal Data at the end of the Agreement, at the discretion of the Client, without retaining any copy thereof other than on the grounds of a European or local legal obligation.

5.11.2

Saan may engage affiliated or other third parties for processing on condition that they commit to equivalent obligations as described in this article.

5.12 Hiring third parties

5.12.1

Saan is authorised to make use of third parties during the execution of the Contract (subcontractors/assistants). To the extent that those third parties carry out work in the context of the Contract, Saan shall be responsible for these third parties in the same way as for its own subordinates, bearing in mind, however, the same limitations as included in these General Terms and Conditions.

5.12.2

Saan is not liable for damage caused by third parties as meant in article 5.10.1 if these third parties carry out work or activities outside the context of the Contract, nor for loss caused by intent or equal gross negligence on the part of subordinates of Saan or by the aforementioned third parties and/or their subordinates.

5.12.3

If the aforementioned subordinates and third parties (assistants) are asked by third parties outside the Contract to carry out work for which Saan has hired them, by means of these General Terms and Conditions on their behalf it is stipulated that they can take recourse to all stipulations contained in these General Terms and Conditions concerning exclusion or limitation of liability.

5.13 Liability

5.13.1

Any legal claim in respect of liability, on whatever grounds, can only be enforced by the Client or a third party within the limits of the Contract concluded by Saan. If an appeal is brought against Saan by third parties outside the Contract, the Client is obliged to indemnify Saan at the latter's first request against all financial consequences.

5.13.2

Saan is, except in the case of intent or gross negligence on its own and barring other agreements in applicable Industry-specific terms and conditions, which then takes precedence, in any event liable to a higher amount, to the extent of an amount equal to a maximum of € 25,000 per event or series of events with the same cause, on the understanding that in case of damage, value decrease or loss of the goods included in the order, the liability is limited to € 3 per kilogram damaged or lost weight, with a maximum of € 7,500 per shipment or consignment.

5.13.3

The Client is liable toward Saan for loss and costs that are (partly) attributable to the fact that the goods entrusted to Saan or goods made available to him are, according to their nature, unsafe or improperly packaged. Furthermore, the Client is liable toward Saan for all costs and losses that are the consequence of incorrect, inaccurate or late instructions or information or a failure to deliver goods at the agreed time. Additionally, the Client is liable toward Saan for all loss resulting from fault or negligence on the part of the Client, his subordinates and/or third parties whom he has hired, in general.

5.14 Statute-barring

All claims against Saan under the Contract concluded with Saan, including a Total Project implementation, become statute-barring by the passage of 12 (twelve) months, from the date on which the Client first made his loss or his right to effect a claim known to Saan or otherwise demonstrated that he was aware of the existence of a right to make a claim.

5.15 Termination of contract

5.15.1

Each party is authorised to partially or entirely dissolve this contract, effective immediately and without the need for notice of default and without legal intervention, if:

- The Client imputably defaults in the fulfilment of their obligations under the Contract or other contracts stemming therefrom;
- The Client partially or entirely ceases their business activities for any reason whatsoever;
- The Client applies for (provisional) suspension of payments or bankruptcy, is declared bankrupt, is liquidated or dissolved;

- The Client loses the free disposal of their assets;
- A significant portion of the assets of the Client are seized;
- The Client transfers a significant part of his business activities to third parties;
- The Client is placed under guardianship or their assets are placed under curatorship (if it concerns a natural person);
- The Client dies (if they are a natural person).

5.15.2

If, due to force majeure or circumstances for the account and risk of the Client, the work is disproportionately delayed or if in some other way, due to unexpected circumstances, Saan can no longer reasonably be expected to fulfil (without adjustment) the Contract, Saan is authorised to terminate or dissolve the Contract unilaterally in writing without legal intervention.

5.16 Applicable law, competent court

5.16.1

The Contract between Saan and the Client is governed by Dutch law.

5.16.2

All disputes between Saan and the Client will in the first instance be decided by the competent court in Amsterdam.

Koninklijke Saan B.V.

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