



General Terms and Conditions Heniff Transportation Europe B.V.

29th of September 2025

General

Article 1. Definitions

1.1 In these general terms and conditions (hereinafter: Conditions) the following terms are defined as follows:

- *Agreement*: any agreement between Heniff and the Customer.
- *Heniff*: Heniff Transportation Europe B.V. or any of its group companies that is a party to an Agreement with a Customer.
- *Carriage Agreement*: any Agreement which specifically concerns the carriage of goods by Heniff.
- *Consignee*: the party who by virtue of the Carriage Agreement is entitled to delivery of the goods by Heniff, which could also be the Customer.
- *Consignment Note*: a document drawn up in three original copies, one of which (evidence of receipt) is destined for the sender, the second (evidence of delivery) being destined for Heniff, and the third being destined for the Consignee.
- *Container*: any type of container, silo, tank or trailer or related equipment or accessories, that is the subject of Heniff's Services, such as ISO containers, Intermediate Bulk Containers (IBC), tote containers and drum containers.
- *CMR*: the Convention on the contract for the international carriage of goods by road.
- *Customer*: any (legal) person or entity to whom Heniff has made an offer or with whom Heniff concludes an Agreement.
- *DCC*: Dutch Civil Code.
- *Parties*: Heniff and the Customer.
- *Services*: all services provided by Heniff or a Subcontractor to the Customer, such as cleaning services, maintenance and repair services, heating services, carriage services and storage services.
- *Service Location*: the premises of Heniff or a Subcontractor.
- *Subcontractor*: a third party contracted by Heniff to provide any or all of the Services.

Article 2. Applicability

2.1 All offers made by Heniff and all Agreements concluded between Parties are subject to these Conditions. No deviation from the Conditions will be valid unless confirmed in writing by Heniff.

2.2 In case of discrepancies between the provisions set out in the Conditions and the Agreement, the provisions set out in the Agreement will prevail.

2.3 In case of discrepancies between the meaning of provisions in the English version of the Conditions and any translations thereof, the English version will prevail.

2.4 In case of discrepancies between the general provisions of these Conditions and the specific provisions related to specific Services, the provisions concerning those specific Services prevail.

2.5 If any provision in the Conditions is deemed null and void (*nietig*) or otherwise non-binding, that provision will be read in such a way that its nullity or non-bindingness is remedied in a way that is closest to the intention of the null and void or non-binding provision. The other provisions will remain in full force and effect.

Article 3. Offers and Conclusion Agreement

3.1 All offers are inclusive of costs of labor and/or material (e.g. cleaning supplies) but exclusive of VAT, other government levies and other costs, such as transport and (un)loading costs unless explicitly stated otherwise. In addition, all offers are non-binding (*vrijblijvend*), unless they contain a specific term for acceptance.

3.2 An Agreement will only be concluded if the Customer accepts an offer made by Heniff in writing. If the Customer accepts an offer verbally, no Agreement will be concluded, unless Heniff confirms the existence of an Agreement in writing or Heniff starts with the provision of the Services as set out in the offer and verbally accepted. If the offer contains a specific term for acceptance and the Customer fails to accept the offer within that term, no Agreement will be concluded.

3.3 Heniff may revoke a non-binding offer within two (2) workdays after receiving the written acceptance of the offer. If Heniff revokes a non-binding offer, no Agreement will be concluded.

3.4 Offers made by Heniff are based on the costs of labor and/or material at the time the offer is issued. In case of a material increase in costs of labor and/or material of 10% or more after the Agreement is concluded, but before the Services are provided, Heniff may rescind (*ontbinden*) or terminate (*opzeggen*) the Agreement with immediate effect by written notice and amend its offer accordingly. Heniff will notify the Customer of the amended offer without delay.

3.5 If Heniff amends its offer in accordance with article 3.4, the Customer must inform Heniff without delay, but ultimately three (3) calendar days after receiving the amended offer whether it accepts the amended offer, failing which the Agreement is non-existent.

3.6 If the Customer wishes to amend the (scope of the) Services after the Agreement has been concluded, Heniff may decide whether either a separate Agreement for the amended Services will be concluded or the existing Agreement will be amended accordingly.

Article 4. Payment

4.1 Unless otherwise agreed in writing, the Customer must pay Heniff's invoice for the Services within fourteen (14) calendar days after the invoice date, by transferring the amount into a bank account designated by Heniff. This term is to be considered a strict deadline (*fatale termijn*). Heniff may require the Customer to make an advance payment prior to or during the provision of the Services.

4.2 If the Customer fails to pay the invoice within the agreed term, the Customer will be in default (*verzuim*) without notice being required. The statutory commercial interest as mentioned in article 6:119a DCC will be due from the first day after the expiry of this term.

4.3 If the Customer fails to pay the invoice within the agreed term, and Heniff has to collect payment, the Customer must reimburse Heniff all judicial and extrajudicial costs incurred in full. The extrajudicial collection costs are due from the moment the Customer is in default and will amount to 15% of the unpaid amount, unless the actual extrajudicial costs exceed this amount. In that case, the Customer must reimburse Heniff the actual extrajudicial costs.

4.4 The Customer may not suspend (*opschorten*) payment or set off (*verrekenen*) payment of the invoice against any claims it may have against Heniff.

Article 5. Third Parties

5.1 Heniff may transfer its rights and obligations under this Agreement to a third party. The Customer consents to this in advance. The Customer may not transfer its rights and obligations under this Agreement to a third party without prior written consent of Heniff. Such transfer is null and void and Heniff will not be required to perform the Agreement in relation to that third party.

5.2 Heniff may hire a Subcontractor to perform the Services under Heniff's supervision. The Customer consents to this in advance. Heniff is entitled to compensation for the supervision of the Subcontractor if the Services are provided by the Subcontractor at the Customer's request.

Article 6. Transportation

6.1 Unless the nature of the Agreement dictates otherwise, all Services will be performed at the Service Location. The Customer is responsible (i.e. in terms of arranging transport, risks, costs and insurance) for the transportation of the Container to and from the Service Location. If Heniff arranges for the transportation of the Container to the Service Location, this will be at the risk and cost of the Customer.

6.2 If, after the provision of the Services, the Customer does not remove the Container at the agreed time, Heniff may arrange for transportation of the Container to the premises of the Customer or store the Container

at Heniff's or a third party's premises. The Customer must reimburse Heniff for all costs incurred for arranging transportation to the Customer's premises or storing the Container. Unless agreed otherwise, the Customer shall pay Heniff reasonable costs for transporting or storing the Container.

Article 7. Execution Agreement

7.1 The agreed term for provision of the Services is an indication only and can never be considered a strict deadline (*fatale termijn*). Unless the nature of the Agreement dictates otherwise, the term will only commence after the Container has arrived at the Service Location and after Heniff has received all necessary information for the provision of the Services and, if applicable, after the required advance payment has been made.

7.2 The indicative term as mentioned in article 7.1 may be extended if, for example, the Customer requests Heniff to provide Services other than the ones that are part of the Agreement or if Heniff has suspended the performance of the Agreement.

7.3 If an indicative term is exceeded, Heniff will never be in default, unless the Customer gives Heniff written notice of default which includes a reasonable term (i.e. of at least seven (7) workdays) for the performance of the Agreement. If Heniff is in default, the statutory interest as mentioned in article 6:119 DCC will be due after the expiry of the reasonable term.

7.4 The Customer must immediately comply with all instructions provided by Heniff in relation to the provision of the Services. The Customer is liable for all damages suffered and costs incurred by Heniff due to the Customer not (correctly) following Heniff's instructions.

7.5 The Customer may inspect the Container after the provision of the Services at the Service Location. If the Customer inspects the Container at the Service Location and complains about the Services in case of visible defects, the Customer will grant Heniff a reasonable opportunity (i.e. at least seven (7) workdays) for remedy (*herstel*).

7.6 If the Customer does not inspect the Container at the premises or does not complain immediately during the inspection in case of visible defects, the Customer is deemed to have accepted the Services as having been duly provided. As soon as the Container leaves the Service Location, including in the situation described in article 6.2, the Customer loses the right to complain, to demand performance (*nakoming*) or damages, or to rescind (*ontbinden*) the Agreement.

Article 8. Obligations

8.1 The Customer must provide Heniff in writing with all information necessary for the provision of the Services prior to the conclusion of the Agreement to enable Heniff to make an accurate offer. This information consists, among other things of:

- information concerning the last load that was carried in the Container;
- a copy of the current Material Safety Data Sheet (MSDS);
- all documentation, chemical safety reports, safety data sheets demonstrating that the Container and (residual) load are in accordance with applicable regulations;
- all information Heniff needs in order to provide the Services in accordance with applicable regulations;
- whether residual load is present in the Container, and if so, details about the residual load (in any case type, quantity and quality);
- in case of cleaning services, the cleaning method desired by the Customer; and
- any other instructions and information that may be relevant for the provision of the Services.

8.2 Heniff may rely on the information provided by the Customer. The Customer represents and warrants that all information provided to Heniff is accurate and complete and, without limiting any other rights Heniff may have, the Customer will be liable for any damages suffered and costs incurred by Heniff as a result of the inaccuracy and incompleteness of the information. The Customer will indemnify Heniff against and keep Heniff harmless from any claim by any third party, including but not limited to competent authorities, employees of Heniff or a Subcontractor as a result of or in connection with any inaccuracy or incompleteness of any information provided by the Customer.

8.3 Heniff may rescind (*ontbinden*) the Agreement or terminate (*opzeggen*) the Agreement by written notice with immediate effect if the information provided by the Customer under article 8.1 turns out to be inaccurate or incomplete, without having to pay any damages to the Customer as a result of the rescission or termination of the Agreement.

Article 9. Claims

9.1 Heniff's claims against the Customer are immediately due and payable (*opeisbaar*) in the following cases:

- if the Customer fails to fulfill any obligation arising from the Agreement after being given the opportunity to remedy a default;
- if the Customer is declared bankrupt or an application for bankruptcy has been filed, or if the Customer applies for (provisional) suspension of payments (*voorlopige surseance van betaling*);
- if the Customer applies for a debt restructuring scheme (*schuldsaneringsregeling*) if such a scheme is declared applicable, or if curatorship (*ondercuratelestelling*) is requested;
- if a substantial part of the Customer's assets has been attached and this attachment hasn't been lifted within a period of seven (7) calendar days;
- if the Customer dies, or indicates that it will cease or has ceased its business operations;
- if the Customer transfers (part of) its business or operations to a third party, or if there is a change of control over the Customer.

9.2 Heniff has a right of retention (*retentierecht*) and a right of pledge (*pandrecht*) on the Containers, goods, documents and any other objects of the Customer which it has in its possession as security for the payment of all claims it has against the Customer. To the extent necessary, the Customer must immediately cooperate with a request of Heniff for the establishment of a right of pledge.

9.3 Heniff has the right to suspend (*opschorten*) payment or performance of any obligation under any Agreement with the Customer if the Customer fails to fulfill its obligations under the Agreement., and to set off (*verrekenen*) any payment obligation Heniff and/or its group companies may have to the Customer against any claims the Customer and/or its group companies may have against Heniff and/or its group companies.

Article 10. Liability

10.1 Heniff is not liable for any damages unless the damages are the result of willful intent (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) of its higher management. Heniff is never liable for indirect damages, e.g. loss of profit, consequential damage and/or intangible damage.

10.2 Any claim against Heniff expires (*vervalt*) if it hasn't been submitted in writing, within three (3) calendar months after the Customer became aware or could reasonably have become aware of the facts on which is the claim is based.

10.3 If Heniff is liable for any damages, the liability will be limited to the amount that was invoiced by Heniff for the provision of the relevant Services under the Agreement exclusive of VAT. The amount of the damages to be paid by Heniff will in no event exceed the amount that is covered by Heniff's liability insurance.

10.4 The Customer is liable for all damages suffered by Heniff in relation to the Agreement. In addition, the Customer will indemnify Heniff from all and any claims by third parties against Heniff in relation to the Agreement.

Article 11. Termination and Rescission Agreement

11.1 Unless the nature of the Agreement dictates otherwise, all Agreements are entered into for a fixed term.

11.2 Insofar as Parties have entered into an indefinite term Agreement, Parties may at all times terminate (*opzeggen*) the Agreement by providing a notice of termination, taking into account a notice period of at least two (2) calendar months. Heniff is not required to pay any damages to the Customer upon termination.

11.3 In case of force majeure (*overmacht*) with a duration of three (3) uninterrupted calendar months or more, either Party may terminate the Agreement by written notice with immediate effect without being obliged to pay any damages.



11.4 Heniff may terminate (*opzeggen*) the Agreement at any moment by written notice with immediate effect if an urgent cause (*dringende reden*) for termination exists. An urgent cause exists if:

- there is a genuine fear that the (content of the) Container poses a threat to the environment, any person or any asset of Heniff's or a third party that was unknown to Heniff at the time the Agreement was concluded.

Article 12. Confidentiality

12.1 The Customer will keep the existence, nature and content of the Agreement, as well as other business information concerning Heniff and/or its group companies confidential and will not disclose any such confidential information to third parties without Heniff's prior written consent.

12.2 If the Customer acts in violation of article 12.1, the Customer will forfeit to Heniff an immediately due and payable penalty of € 10,000 for each violation and € 1,000 for each day that the violation continues. The forfeiture of a penalty does not affect Heniff's right to claim damages or any other rights and claims of Heniff and/or its group companies. Heniff may, in its own name and/or on behalf of one or more of its group companies claim damages in addition to the penalty.

Article 13. Applicable Law and Jurisdiction

13.1 All offers made by Heniff and all Agreements will be governed exclusively by Dutch law.

13.2 All disputes arising from or relating to an Agreement concluded will be settled by the competent court in Amsterdam, which will have exclusive jurisdiction.

Article 14. Intellectual Property Rights

14.1. Heniff will be regarded as maker, designer or inventor, respectively, of the works, models or inventions created under the Agreement. Heniff therefore has the exclusive right to apply for a patent, trademark or model. Heniff does not transfer any intellectual property rights to the Customer in the performance of the Agreement.

14.2 Heniff will not be liable for damage suffered by the Customer as a result of or in connection with an infringement of intellectual property rights of third parties.

Cleaning Services

Article 15. Cleaning Services

15.1 Heniff will make every effort to provide the Customer with a clean Container in accordance with the Customer's instructions. A Container is to be considered clean when no visible traces or odors of the last cargo or cleaning agent are detected during a sensory inspection without tools and all steps of the agreed cleaning procedure have been carried out. For objects with manholes, the inspection will take place from within the manholes.

15.2 Unless otherwise agreed in writing, Heniff may remove and/or destroy the residual load located in the Container prior to the provision of the Services at the expense and risk of the Customer. The Customer will reimburse Heniff for any costs incurred for the removal/destruction of the residual load. The Customer will indemnify Heniff against any costs and claims of third parties in connection with the removal/destruction of the residual load.

15.3 If Heniff or a Subcontractor is unwilling and/or unable to remove and/or destroy the residual load, the Customer will be responsible for the removal and/or destruction of the residual load. The Customer may not destroy the residual load at the Service Location.

15.4 In the event that Heniff deems repair or maintenance works to the Container urgently required for the correct provision of the Services, Heniff is entitled to carry out such repair or maintenance works, or have them carried out by a third party, at the risk and expense of the Customer.

Storage Services

Article 16. Storage Services

16.1 Heniff may decide the location where the Container will be stored. Heniff may at all times move the Container to a different location. If Heniff moves the Container to a different location, Heniff will notify the Customer thereof.

16.2 Heniff is not required to take out insurance for the Container and/or, if applicable, for the goods therein.

16.3 Heniff must allow the Customer or any person designated by the Customer admission to the Service Location where the Container is stored, subject to the condition that this has to be in Heniff's presence, the request therefore has been made in a timely manner and such visit is effected in accordance with the home rules of Heniff. This obligation does not apply if Heniff exercises its right of retention as mentioned in article 9.2. The Customer is liable for all damage caused by persons or goods on the part of the Customer which Heniff had to allow admission to the Service Location.

16.4 Upon termination of the Agreement, the Customer must take receipt of the Container, goods, documentation still under Heniff at the latest on the last working day of the Agreement, and to do so after payment of all that is due or will become due. In view of what will become due after termination of the Agreement, the Customer may just put up sufficient security.

16.5 Heniff is not liable for damage to the Container and the goods therein in so far as this damage arises from the special risks connected with storage outside in the open air, by order of or agreed with the Customer.

Article 17. Liability for Storage Services

17.1 Heniff should receive, store-in, store and store-out the Container at the agreed place, time and in the agreed manner, accompanied by the necessary documents to be supplied by the Customer and to deliver the Container in the same order and condition as in which it was received or in the agreed order and condition. Heniff is not liable for the damage resulting from non-fulfilment of this obligation, in so far as this non-fulfilment is the consequence of the special risks connected with one of more of the following circumstances: a. handling, loading, stowing, unloading goods by the Customer or persons acting for account of the Customer; b. the nature of certain goods themselves, which by causes connected with this nature, are exposed to total or partial loss or damage, in particular through spontaneous inflammation, explosion, melting, breakage, corrosion, decay, dessication, leakage, normal reduction of quality or the action of moth or vermin; c. heat, cold, temperature variations or humidity of the air, but only if it has not been agreed that the storage would be undertaken in a space especially equipped to protect the goods therein from the effects of such conditions; d. insufficiency or inadequacy of numbers, letters or marks of the packages.

17.2 If Heniff proves that, considering the circumstances of the case, the non-fulfilment of the obligations could have been a consequence of one or more of the special risks as mentioned above, the non-fulfilment is presumed to result from it. If in accordance with what Parties had agreed storage is performed in a space specially equipped to protect the goods from the effects of heat, cold, temperature variations or humidity of the air, Heniff has the right, in order to exonerate itself, to invoke article 17.1 sub c, if Heniff proves that it has taken all measures which, taking account of the circumstances, Heniff was obliged to take.

17.3 The liability of Heniff for damage to goods stored in the Container is limited to € 3.40 per kilogram lost or damaged goods.

Carriage Services

Article 18. Applicability CMR and Conditions

18.1 The CMR is applicable to carriage of goods by road, when the place of taking over of the goods and the place designated for delivery, as specified in the Agreement, are situated in two different countries. These Conditions apply to situations not covered by the CMR.

Article 19. Obligations Customer

19.1 The Customer is required: a) concerning the goods and the treatment of same, to timely supply Heniff with all data and information as the Customer is able to or ought to be able to, and of which he knows or

ought to know that such data and information are important to Heniff, this includes any information about known defects; b) to make the agreed goods available to Heniff at the agreed location and time and in the agreed manner, accompanied by the Consignment Note and by any further documents as required by law from the Customer; c) to clearly and appropriately address each package to be carried and, in so far as reasonably practicable, to affix or append the required information and address to the packages or their packaging in such a manner that under normal circumstances it remains legible until the end of the carriage. The Customer may agree in writing with Heniff that addresses on the packages can be substituted by a statement of numbers, letters or other symbols; d) to report the total weight of the goods to be carried on the Consignment Note; e) to load and to stow the goods as agreed in or on the vehicle, and to have them unloaded, unless Parties agree otherwise, or unless other obligations arise from the nature of the intended carriage, considering the goods to be carried and the vehicle made available at the time of concluding the Agreement.

19.2 The Customer is not allowed to back out of its obligations mentioned in article 19.1 a, b, c, and d irrespective of the circumstances the Customer may invoke and the Customer is required to compensate Heniff for the damage arising from non-compliance with the obligations mentioned.

19.3 Without prejudice to the provisions of article 19.2, Heniff may terminate the Agreement if the Customer does not fulfil its obligations referred to in article 19.1 a and b after Heniff has set a final deadline for the Customer in writing and the Customer fails to meet its obligation by the expiry of that deadline. If setting such a deadline would mean that the business operations of Heniff would be unreasonably affected, then Heniff may terminate the contract without granting a deadline as mentioned. The Customer may likewise terminate the Agreement, if the Customer does not fulfil its obligation as mentioned in article 19.1 b by written notice. After termination the Customer owes Heniff 75 percent of the agreed freight rate. If no freight rate was agreed, the applicable freight rate will be as per the law, respectively as per custom, respectively in fairness.

19.4 Heniff may also give notice of termination of the Agreement, in case of defective loading or stowing or in case of overloading, but not until the Customer has been given the opportunity to rectify the defect or the overloading. If the Customer refuses to rectify the defective loading and/or stowing or the overloading, Heniff may either give notice of termination of the Agreement, or rectify the defects and/or the overloading; in both cases the Customer is required to pay Heniff an amount of € 500, unless Heniff proves that the damages suffered are in excess of that amount; Article 19.3 does not apply.

19.5 The Customer must repay to Heniff any fine imposed as a result of overloading,

19.6 Notwithstanding the other sections of this article the Customer must compensate to Heniff the damages suffered in so far as caused by the circumstance that the carriage of the goods is or will be fully or partially prohibited or restricted by public authority.

Article 20. Obligations and Reservations Heniff

20.1 Heniff is obliged to deliver the goods received for carriage at the destination in the condition in which Heniff has received them.

20.2 Heniff is not obliged, but is entitled, before the handing over of the Consignment Note to the Customer, to examine whether the data mentioned thereon with respect to the goods are accurate, precise and complete. Heniff is entitled to note its findings in this regard on the Consignment Note.

20.3 Heniff reserves the right: a) to carry the goods by means of the vehicles which are appropriate in Heniff's opinion and to keep them if necessary in such vehicles, storage rooms or warehouses as Heniff thinks fit, irrespective of whether these vehicles, storage rooms or warehouses belong to Heniff or third parties; b) to have the free choice of the route for carriage, and likewise to deviate from the customary route. Heniff is also entitled to call on places as Heniff thinks fit for the operation of its enterprise.

Article 21. Liability and Indemnification

21.1 The Customer is responsible for inspecting or having third parties inspect the goods for any visible defects immediately after delivery in order to determine whether Heniff has delivered the goods received

for carriage at the destination in the conditions in which Heniff has received them. In case of any visible defects, the Customer must inform Heniff thereof within seven (7) working days of delivery with a detailed description of the nature and extent of the defect. Hidden defects that could not reasonably be discovered during the initial inspection must be reported in writing within seven (7) working days of discovery, but no later than three (3) months after delivery. If the Customer does not inspect the Container immediately after delivery or does not complain the set deadlines, the Customer is deemed to have accepted the Services as having been duly provided. The Customer loses the right to complain, to demand performance (*nakoming*) or damages, or to rescind (*ontbinden*) the Agreement.

21.2 The compensation owed by Heniff on the grounds of not delivering the goods received for carriage at the destination in the condition in which Heniff has received them is limited to an amount of € 3.40 per kilogram. The number of kilograms as basis for the calculation of this amount is the weight of the damaged or not delivered object as specified in the Consignment Note.

21.3 The freight, the costs due owing to other reasons relating to the carriage and further expenses attached to the goods are due also if the goods are not delivered at their destination or only partly, damaged or delayed

21.4 Heniff shall make reasonable efforts to deliver the goods within the agreed timeframe, but any stated delivery times are indicative. Heniff shall not be liable for any damages resulting from delay in transportation or delivery.

21.5 Heniff shall not be liable on the grounds of the Agreement of carriage for other damage than that arising from loss of or damage to the goods, so not for such damage as consequential damage, business stagnation or immaterial damage. 'Loss' also includes total or partial loss of things, delay, as well as any other fact causing damage.

21.6 Heniff shall not be liable for loss arising from damage to the extent that it has been caused by a fact which a prudent carrier would not have been able to avoid or would not have avoided, and to the extent that such a carrier would not have been able to prevent, or would not have prevented, the consequences thereof. Heniff cannot invoke a defect in the vehicle or of the equipment which Heniff uses in order to exonerate itself from liability, unless the equipment has been made available by the Customer, the Consignee or the recipient. Equipment does not include a vessel, aircraft or railway car on which the vehicle is located.

21.7 Heniff shall not be liable for the damage insofar as this is the result of the special risks related to one or more of the following circumstances: a) the carriage of the goods in an open uncovered vehicle, if this was explicitly agreed and specified in the Consignment Note; b) absence of or defective condition of packing of the goods which considering their nature or the manner of carriage should have been sufficiently packed; c) handling, loading, stowing or unloading of the goods by the Customer, the Consignee or persons acting on account of the Customer or the Consignee; d) the nature of certain commodities which owing to causes related to this nature are exposed to total or partial loss or to damage, particularly through combustion, explosion, melting, breakage, corrosion, decay, desiccation, leakage, normal reduction of quality or presence of vermin or rodents; e) heat, cold, temperature variations or air humidity, but only if it has not been agreed that the carriage would be performed by means of a vehicle especially equipped to protect the goods from the effects of such conditions; f) incompleteness or inadequacy of the address, numbers, letters or signs on the packages; g) the fact that it concerns carriage of a live animal.

21.8 The costs of expertise research, salvage and other costs which are incurred to establish and realise the value of the damaged or lost goods and of those delivered with delay are considered as depreciation of the object.

21.9 If Heniff is liable because of non-compliance with its obligation stemming from articles 8:1115(2) and 8:1118(3) BW, compensation due by Heniff in this respect shall not exceed the compensation which Heniff would owe in the event of total loss of the goods concerned.

21.10 The Customer is obliged to compensate Heniff for any damage suffered by the latter as a result of the agreed goods not being at its disposal at the agreed place and time, for whatever reason. Heniff is not required to take out insurance for the goods that are carried by road.

21.11 on him is obliged to indemnify Heniff against all damages which Heniff may suffer as a result of this non-compliance when Heniff is held liable by a third party on account of the carriage of the goods.

21.12 An act or an omission by whomever, except Heniff, carried out either with the intention to cause damage, or recklessly and in the knowledge that this damage would ensue, does not deprive Heniff of its right of appealing to any exoneration or limitation of its liability.

Article 22. Presumption of Exonerating Circumstances

22.1 If Heniff proves that, considering the circumstances of the case, not delivering the goods received for carriage at the destination in the condition in which Heniff has received them, may have been a consequence of one or more of the special risks specified in article 21.7, it will be presumed that the non-compliance was indeed such a consequence. However, the person who is entitled to receive the goods from Heniff may prove that this non-compliance was not wholly or partly caused by one of these special risks.

Article 23. Lost Goods

23.1 If within one year after Heniff has paid compensation for non-delivery of the goods to the party who was entitled to delivery of same, these goods or some of them appear to be (again) in possession of Heniff, the latter is obliged to communicate this circumstance to the Customer or the Consignee in writing, whichever has expressed the wish to this effect in writing, and then the Customer respectively the Consignee has the right for thirty (30) calendar days from receipt of such communication to demand as yet delivery of these goods against reimbursement of the compensation Heniff has paid. The same applies if Heniff has paid no compensation for non-delivery, subject however to the period of one year to start from the day after the day when the goods ought to have been delivered.

Article 24. Storage No-Show Consignee

24.1 If the Consignee does not show up after notice of arrival of the goods, does not begin taking delivery of the goods, does not continue to accept delivery of the goods regularly and with appropriate haste, refuses to accept the goods or to sign for receipt, Heniff may store the goods for account and risk of the Customer, observing due care, in a manner and location of Heniff's determination, if necessary also in the vehicle in which the goods were carried after notifying the Customer.

Article 25. Notice of Damage

25.1 If the goods delivered by Heniff show obvious damage or loss and the Consignee does not, on receipt of the goods or immediately thereafter, communicate to Heniff a reservation in writing, specifying the general nature of the damage or the loss, then Heniff is presumed to have delivered the goods in the same condition as in which he received them.

25.2 If the damage or the loss are not externally visible and the Consignee has not, within one calendar week of acceptance of the goods, communicated to Heniff a reservation in writing, specifying the nature and extent of the damage or the loss, then Heniff is likewise presumed to have delivered the goods in the same condition as in which it has received them and any right to claim compensation shall have expired (*vervallen*)

Article 26. Consignment Note

26.1 When making the goods available, the Customer is obliged to submit a Consignment Note to Heniff. The Customer is required to complete the Consignment Note truthfully and in full according to the instructions, and when making the goods available to Heniff, the Customer represents and warrants the correctness and completeness of the data supplied.

26.2 Heniff is required to clearly identify itself as the carrier in the Consignment Note presented by the Customer and to sign it and return it to the Customer. If Heniff so requires, the Customer is required to sign the Consignment Note. The signature may be printed or substituted by a stamp or any other mark of origin.

26.3 The Consignment Note may also be drawn up in the form of an electronic message in accordance with the format and security level as agreed between Parties and in accordance with the manner of sending, saving and registering as agreed between Parties.

26.4 If a Consignment Note has been issued to the Customer mentioning a Consignee, the latter has the right with respect to Heniff to claim delivery of the goods in accordance with the obligations incumbent upon Heniff.

Article 27. Expiration Claims

27.1 Any claim based on or related to the Agreement of carriage expires after 1 year.

Article 28. Freight Payment

28.1 The Customer is obliged to pay the freight and further expenses attached to the goods at the time that the Consignment Note is handed over or the goods are received by Heniff.

28.2 If freight payable at destination has been agreed, the Consignee is obliged to pay the freight, the costs due owing to other reasons relating to the carriage and further charges attached to the goods on delivery of the goods by Heniff; if the Consignee does not pay these upon the first reminder, the Consignee and the Customer are jointly and severally obliged to pay.

28.3 Heniff has the right to charge all extrajudicial and judicial costs as prescribed by law incurred to collect the freight and other amounts, as mentioned in article 28.1 and 28.2, to the parties required to pay the freight and other costs. The extrajudicial collection costs are due as from the time that the debtor is in default.

28.4. The freight, the costs due owing to other reasons relating to the carriage and further expenses attached to the goods are due also if the goods are not delivered at their destination or only partly, damaged or delayed.

28.5. An appeal to set off claims to pay freight, costs due owing to other reasons relating to the carriage and further expenses attached the goods against claims for any other reason against Heniff is not permitted.

28.6. If the Customer does not fulfil its obligations referred to in this article, then Heniff is entitled to suspend departure of the vehicle, and in this event the damage arising will be considered as expenses attached to the goods.

Article 29. Instructions Customer

29.1 The Customer is entitled to change the location where the goods are made available, to designate himself or somebody else as Consignee, to change a designation given of the Consignee as well as to give orders concerning delivery or to change the place of delivery, provided these instructions do not impede the normal business operations of Heniff. Instructions concerning non-delivery which reach the person having to carry them out on time, must still be carried out however.

29.2 Instructions may also be given after receipt of the goods by Heniff.

29.3 The Customer is required to compensate Heniff for any damage and costs caused by following the instructions. If as a result of the instructions given the vehicle has been driven to a location which was not previously agreed on, then the Customer is required to pay a reasonable fee in this respect as well as compensating the damage suffered and expenses incurred.

29.4 The right to give instructions lapses as soon as the Consignee accepts the goods at the place of delivery or the Consignee claims compensation from Heniff because the latter did not deliver the goods.