

GENERAL TERMS AND CONDITIONS OF THE PRIVATE COMPANY WITH LIMITED LIABILITY GETRU KOELTRANSPORT B.V.

Article 1 Definitions and applicability

- 1.1 In these terms and conditions, Getru Koeltransport B.V. will be referred to as 'Getru' and the party with which Getru enters into a contract as the 'client'. These standard terms and conditions will apply to all contracts entered into between the client and Getru and to all quotations from Getru.
- 1.2 These standard terms and conditions will apply to the exclusion of any of the client's standard terms and conditions. The applicability of the client's standard terms and conditions is hereby expressly rejected.
- 1.3 In the event that there is any contractual departure from these standard terms and conditions, the contractual arrangements between the parties will take precedence over the standard terms and conditions, provided that Getru has confirmed these contractual arrangements in writing or by e-mail. In all other cases, the present standard terms and conditions will prevail.
- 1.4 In addition to these standard terms and conditions, Getru applies the 'Algemene Vervoerscondities 2002' [General Conditions of Carriage, 2002], at any rate the version of these conditions registered at the time the contract is entered into (hereinafter referred to as the AVC) and the 'Transport en Logistiek Nederland' [Transport and Logistics Netherlands] general payment terms and conditions, registered on 02 July 2002, at any rate the version of these conditions registered at the time the contract is entered into.
 - 1.4.1 The AVC will, in addition to Getru's standard terms and conditions, apply to contracts and quotations in respect of domestic road transportation. The AVC, where they differ from Book 8 of the Civil Code, will take precedence over the provisions of Book 8 of the Civil Code.
 - 1.4.2 The CMR Treaty will apply in addition to Getru's standard terms and conditions, to contracts and quotations in respect of international road transport, and supplementary to that, the AVC.
 - 1.4.3 The 'Transport en Logistiek Nederland' general payment conditions will apply in addition to Getru's standard terms and conditions.
- 1.5 In the event of a conflict between one or more provisions in the 'Transport en Logistiek Nederland' general payment terms and conditions and the AVC on the one hand, and Getru's standard terms and conditions on the other, the relevant provisions in Getru's standard terms and conditions will prevail.
- 1.6 The standard terms and conditions referred to will apply in addition to the treaties, laws and regulations that are applicable to the various types of agreements (e.g. the CMR Treaty in respect of the international road transport agreement and Book 8 of the Civil Code in respect of the domestic road transport agreement), insofar as it is possible to deviate from these provisions by mutual agreement. In the event of a conflict between one or more of the stipulations in these arrangements and provisions in one or more sets of standard terms and conditions that Getru uses, the relevant statutory provision will prevail.
- 1.7 Getru reserves the right to update the standard terms and conditions at any time and without prior notice. The most recent standard terms and conditions are available for inspection at the offices of Getru, and will be sent on request.

Article 2 Formation of a contract

- 2.1 All quotations from Getru are obligation-free; Getru has the right to revoke an obligation-free quotation within 48 hours of its acceptance. The order to carry out work will be issued verbally, in writing, or electronically.
- 2.2 A contract will be considered to have been formed at the moment that the order is confirmed in writing by Getru, or when Getru starts execution of the order, or when a quotation from Getru is accepted either verbally or in writing.

Article 3 Prices

- 3.1 All prices are exclusive of VAT and other government levies and charges. All prices are in Euros, unless expressly stated otherwise in writing.
- 3.2 Getru is entitled to unilaterally change its prices; if such a price change takes place within three months of the contract coming into effect, the client has the right to dissolve the contract.

Article 4 Execution of the contract

- 4.1 Unless otherwise has been stated expressly in the contract, Getru will choose the method of transport, dispatch, packaging, etc. in accordance with good commercial practice.
- 4.2 Additional costs that relate to any special requirements on the part of the client in respect of the transport and/or dispatch ordered, will be for the account of the client. In the event that the amount of these costs is

not agreed (in writing) in advance, Getru's management will decide the amount of these costs, except where the client provides evidence to the contrary.

Article 5 Liability

- 5.1 In the case of damage or loss, and in the case of transport delays, Getru shall only be held liable in accordance with the provisions in Book 8 of the Dutch Civil Code, as well as those of the CMR and the AVC.
- 5.2 Getru's liability shall in any event be limited to the amount that its liability insurers will pay out in the particular case. Getru shall have adequate business liability insurance cover during the term of the contract.
- 5.3 In all other cases any liability is excluded, except in the case of wilful misconduct or gross negligence on the part of Getru, any wilful misconduct or gross negligence on the part of its employees being expressly excluded from Getru's liability. In the event that Getru is nevertheless held liable in the case of wilful misconduct or gross negligence on the part of its employees, this liability shall in any event be limited to the amount that its liability insurer will pay out in the particular case.

Article 6 Payment

- 6.1 In the case of a prepaid consignment, the freight charges and other costs involving the goods will be payable from the moment that the waybill is delivered to Getru, or from the moment that Getru accepts the contract.
- 6.2 If carriage-free consignment is agreed, the consignee will be required to pay the freight and other charges associated with the transport, and any other costs imposed on the goods, when accepting the goods; if the consignee does not pay these charge on first reminder, the client in addition to the consignee will be jointly and severally liable for payment to Getru.
- 6.3 In the event that Getru - other than in the case of carriage-free consignment - charges the consignee or a third party at the request of the client or the consignor, the freight and other charges associated with the transport, and any other costs imposed on the goods in respect of the transport provided, the client, together with the addressee or third party, will continue to be fully responsible for the payment of these amounts if the consignee or the third party does not pay the amounts on first reminder.
- 6.4 Invoices from Getru are required to be paid within fourteen days of the date of invoice.
- 6.5 Invoices will be considered to have been accepted and found to be in order by the client, if Getru has not received a written objection within eight days of the date of invoice.
- 6.6 Any right on the part of the client to defer or offset payment is excluded.
- 6.7 In the event that the client is in default, the client will be required to pay in addition to the principal amount, a monthly interest charge at 3% above the statutory commercial interest rate.
- 6.8 Furthermore, in the event that the client does not meet one or more of its payment obligations on time or in full, the client will also be required to pay Getru any extrajudicial debt collection expenses at 15% of the amount of the overdue payment, plus interest payable to Getru, with a minimum of € 300.00.
- 6.9 Payments will first be applied against costs, then against interest payable, and then against the principal amount owing whereby a payment will always be applied against the longest outstanding invoice(s), regardless of the description from the client accompanying the payment.
- 6.10 The client will at no time be able to invoke a postponement of payment to Getru for previous orders that exceeded the period of fourteen days, whether expressly granted or not.
- 6.11 Getru will be authorized to pay on behalf of the client, either in full or in part, any amount owed by the client to another company belonging to the Getru group. Up to the amount of this payment, the Getru (group) will be released from its obligation in respect of the client. Getru is also and at all times authorized to offset claims against or moneys owing to the client against moneys owing and claims against the client by parties belonging to the Getru group.
- 6.12 In the case of Articles 6.2 and 6.3, these standard terms and conditions will also apply to the third parties referred to in these provisions.

Article 7 Termination of the contract

- 7.1 Getru will be able to terminate the contract, either as a whole or in part, with immediate effect and without judicial intervention, by giving notice in writing to the client, if:
- the client does not meet its commitments pursuant to the contracts entered into with Getru;
- the client is declared to be in a state of bankruptcy or is granted a moratorium of payments;

- the client is covered by the Debt Management (Natural Persons) Act or has petitioned to be covered by the Act, or is put under guardianship/administration;
 - the client's business is wound up or closed down other than for the purposes of reorganisation or merger with other businesses.
- 7.2 Getru shall at no time be liable to pay the client any compensation because of such a termination of contract.
- 7.3 In the event of threatening financial problems, including an application for bankruptcy or a moratorium of payments or an attachment of the client's assets, the client is under an obligation to notify Getru of this in a timely manner, at least two months in advance.
- 7.4 In the event that the client, being a legal entity, is declared to be in a state of bankruptcy, or has been granted a moratorium of payments, or had its the assets seized, the directors of the company, in addition to the company itself, shall be jointly and severally liable for the claims that Getru has against the client-legal entity, if and insofar as the directors have signed for the receipt of and acceptance of the applicability of these standard terms and conditions at the time of the contract between Getru and client-legal entity was entered into. By virtue of this statement of agreement, the directors will be bound by the contents of Getru's standard terms and conditions.

Article 8 Right of retention

- 8.1 Getru has the right of retention with regard to objects, moneys and documents, the latter in the broadest sense of the word, that are under its control in connection with the transport contract, in respect of everyone requesting delivery of them.
- 8.2 Getru will at all times be able to exercise its right of retention in respect of the client, the consignor, the consignee and the addressee, with regard to objects, moneys and documents, for what is, or will be, due and payable to Getru by the client or the consignee for whatever reason. This also includes any costs that Getru may incur in exercising its right of retention. The client will also be liable for these costs.
- 8.3 Getru can also exercise this right of retention for any C.O.D. payments imposed on the goods.
- 8.4 As long as the objects have not arrived at their destination, Getru is entitled to require the consignor/client to provide security for the freight charges and any claims that Getru has or will have against the consignor/client and Getru has the right to postpone departure of the transport vehicle or to suspend shipment once started, as long as the security has not been provided.
- 8.5 Getru shall never be liable for any damages that may arise out of a postponement or suspension referred to above.

Article 9 Right of pledge

- 9.1 In the event that a dispute arises at the time of settlement with regard to the amount payable, or if a calculation is required to determine the amount payable that cannot be carried out quickly, the party requesting delivery will be required to immediately pay the portion that the parties agree is payable and to provide a security for the payment of the disputed portion, or the portion of which the amount has not yet been determined.
- 9.2 All goods, documents and moneys that Getru has or will have under its control for whatever reason and for whatever purpose, are considered to be subject to a right of pledge established as referred to in Article 3:236 of the Civil Code for all claims that Getru has or will have against the client.
- 9.3 In the event that the claims are not satisfied, the sale of the security pledged will occur in accordance with the law, or if agreement has been reached in this regard and after the right to sell has been established, by means of a private sale.
- 9.4 The right to sell as referred to in the preceding section, entails the sale pursuant to Article 3:249 et seq. of the Civil Code of the objects in its possession at the expense of the client and to pay itself from the proceeds all the amounts due and payable by the client, if the client defaults on the payment of the amounts that it owes Getru or the Getru group, or where Getru has provided good grounds for fearing that the client will not meet its payment obligations.
- 9.5 If requested, Getru may have the security replaced by what it considers, entirely at its own discretion, to be another equivalent form of security, as a result of which the stipulation in these standard terms and conditions in respect of the right of retention, the right of suspension and the right of pledge, will be cancelled.

Article 10 COD consignment

- 10.1 If Getru, under the instructions from the client, transports a COD consignment and/or payment is made to Getru or, at any rate, to persons actually employed by Getru, that is required to be passed on to the client, Getru will charge the client a fee equivalent to that of the rates set out in general payment provisions of the 'Transport en Logistiek Nederland' payment terms and conditions COD consignments.
- 10.2 For Getru, there is a maximum waiting period of thirty minutes for the receipt of the moneys to be passed on to Getru or the persons employed by Getru. After that, Getru is entitled to unload the consignment at the premises of the consignee and to continue its route without waiting any further for the receipt of the moneys. Getru cannot be held liable by the client for the failure of a timely handover of moneys. Getru's analogue or digital tachometer disk will be binding for determining that the time was exceeded.

Article 11 Postponement

- 11.1 During the period that the client has failed to meet any of its (payment) obligations in respect of Getru as the payee, Getru will be entitled to postpone the (further) fulfilment of its obligations in respect of the client, without affecting the client's obligations to pay the agreed price and any other losses on the part of Getru and without it resulting in any liability on the part of Getru towards the client.

Article 12 Containers

- 12.1 All the provisions in these standard terms and conditions will apply to the making available of Danish and other containers and accessories.
- 12.2 The management of Getru will have the final say with regard to the Danish or other containers and accessories made available to the client by Getru, and for determining the balance outstanding of swapped and returned Danish and other containers and accessories.
- 12.3 Getru is not a party to the CC container contracts entered into by the consignor and/or the consignee and/or the client and is therefore not obliged to scan the CC containers with regard to authenticity. In the event that during inspection before or immediately after a transport carried out by Getru a CC container is identified as not being authentic, the consequences will be for the account and at the risk of the consignor and/or the consignee and/or the client.
- 12.4 Getru will not guarantee that the number of containers taken back at the loading and unloading address is the same as the number of containers left behind. The client will be held liable by Getru in the event that a negative balance arises.
- 12.5 In the event that a negative balance arises because Getru is not able to take back the same number of containers and accessories as it has left behind at the unloading or loading address (e.g. because insufficient containers and accessories were present), the client and/or the consignee will be required to redress this negative balance with Getru. In the event that Getru discovers a shortfall in respect of the containers and accessories made available to the client and/or the consignee, the client and/or the consignee have a obligation to return the items in question to Getru within 48 hours.
- 12.6 At the expiry of the period indicated in article 12.4, the client and/or the consignee will be required to pay Getru a rental charge of € 0.50 per container per day and of € 0.10 per tray per day.
- 12.7 In the event of loss or theft, the client and/or the consignee will be liable for an amount equal to the prices that are used at the time by the Container Centres, with a minimum van € 77.50 per container and € 9.55 per board, as well as an amount of € 16.00 for the buyout of the maintenance contract that Getru has entered into with a third party for the maintenance of the containers and accessories, without prejudice to Getru's right to claim from the client and/or the consignee the actual (additional) losses incurred.
- 12.8 The stipulations contained in this provision will apply for direct customers and in the case of sub-contracted transport.

Article 13 Applicable law and jurisdiction

- 13.1 All Getru agreements are exclusively subject to the laws of the Netherlands
- 13.2 All disputes that arise from or in connection with the contract to which these terms and conditions apply, shall be settled by the competent court in the Hague.
- 13.3 For the purposes of these standard terms and conditions, Getru chooses Bleiswijk as its domicile.