

# GENERAL TERMS AND CONDITIONS OF BTT GROUP

## Article 1: Applicability of the General Terms and Conditions

1.1 These general terms and conditions apply to all activities of entities which are part of BTT Group. BTT Group is formed by companies including: BTT Multimodal Group B.V., BTT Real Estate B.V., BTT Multimodal Holding B.V., BTT Railport Brabant B.V., BTT Office Services B.V., BTT Freight Management B.V., BTT Maintenance & Repair B.V., BTT Multimodal Container Solutions B.V., BTT International Co. Ltd. BTT Bergen op Zoom B.V., BTT Rental Service B.V.

1.2 Unless explicitly agreed otherwise in writing, for instance in client-specific conditions, the general terms and conditions of BTT Group prevail. Any general terms and conditions of clients are not applicable.

1.3 "In writing" of "written" shall mean by letter, e-mail or other electronic means.

## Article 2: Sector-specific Terms and Conditions

2.1 In addition to these General Terms and Conditions of BTT Group, the following conditions apply:

- For international transport by road: the [CMR Convention](#) and, supplementary to this, the [Algemene Vervoerscondities \(AVC\) \(General Transport Conditions\)](#), latest version;
- For national road transport: [AVC](#), latest version;
- For transport by rail: [Cotif-CIM](#), latest version;
- For forwarding activities: [Nederlandse Expeditievoorwaarden 2018 \(2018 Dutch Forwarding Conditions\)](#);
- For Customs and Fiscal Services: [Nederlandse Expeditievoorwaarden 2018](#);
- For transport by inland shipping: [The Intermodal Barge Conditions of the Association of Inland Terminal Operators \(VITO\)](#);
- For storage and physical distribution not being activities mentioned under a, b and c: [Logistieke Service Voorwaarden \(LSV\) versie 2014 \(Logistic Service Conditions \(LSC\) version 2014\)](#);
- For activities other than those mentioned under a to g, the [LSV 2014](#)

2.2. In case of a conflict between the conditions mentioned under 2.1 and BTT Group terms and conditions, the latter shall prevail.

## Article 3: Standard dimensions

3.1 BTT Group uses the following standard dimensions:

- 1 europallet (80x120 cm), if not stackable = 750kg = maximum 2m<sup>3</sup>
- 1 block pallet (100x120 cm), if not stackable = 875kg maximum 2.5m<sup>3</sup>

3.2 The weight of a load meter may not exceed 1750kg.

3.3 For packages longer than 1.75 m a surcharge for length may be imposed.

3.4 A package weighs a maximum of 31.5 kg.

## Article 4: Rates

4.1 Rates quoted by BTT Group are exclusive of VAT, unless stated otherwise.

4.2 The prices/rates are based on cost prices, applicable at the moment of the offer. If these cost prices have been subject to an increase as a result of price rises in fuel, wages, insurance premiums and fiscal charges since the date of the offer, BTT Group shall be entitled to pass on this increase in the prices / rates.

4.3 The rates used by BTT Group are valid until the end of the calendar year. The new rates proposed by BTT Group shall apply from 1 January of the new calendar year.

4.4 The provisions of paragraphs 4.2 and 4.3 shall also apply if these cost-increasing factors were to be anticipated at the time the agreement was concluded. Depending on the route/destination selected, a hazard bonus is charged on the transport costs for the transport of hazardous substances.

4.5 At the discretion of BTT Group, transport shall be by rail or by inland waterway (intermodal transport). In case transport by road is (nevertheless) required, a rate to be agreed will be charged.

4.6 The maximum loading and unloading time per container is 2 (two) hours. If this time is exceeded, BTT Group will charge the client an hourly rate as mentioned in its rates list.

4.7 All rates of BTT Group are based on the business address of the client as the base loading point, unless stated otherwise.

## Article 5: Specific requirements / instructions

5.1 Unless otherwise agreed, the client shall notify BTT Group in writing of any specific requirements or instructions with respect to the (transport) agreement in advance. BTT Group shall then confirm the order in writing.

5.2 Specific requirements / instructions as mentioned in 5.1 may increase the rate with a surcharge. The amount of this surcharge depends on the extra performance to be delivered by BTT Group.

5.3 Delivery notes signed for receipt will only be sent on request. The costs for delivery notes on a structural basis shall be included in the rates charged.

5.4 The container must be accessible by lorry or must be able to be delivered by lorry at the loading and unloading address.

5.5 The client shall ensure that the goods are properly packed and clearly labelled.

5.6 The agreed loading and/or unloading address must be accessible by the mode of transport used by BTT Group.

## Article 6: Terms of payment

6.1 Payments due by the client must be received within a period of 14 days from the invoice date. The aforementioned period is a deadline, so that the amounts owed will be immediately due and payable after the expiry of the agreed term.

6.2 If no (full) payment has been received by BTT Group after the expiry of the 14-day term, a contractual cumulative interest of 1% per month will be charged on the (remaining) amount due.

6.3 The client shall not be entitled to offset any amounts charged by BTT Group under any agreement entered into with him, unless otherwise agreed.

6.4 As soon as the client is in default, BTT Group is entitled to charge extrajudicial collection costs, with a minimum of 15% of the principal sum. The statement of expenses of the lawyer, bailiff or collection agency concerned shall serve as proof for the amount of the extrajudicial costs.

6.5 The client shall be in default by operation of law. A further warning note or proof of default is not required. BTT Group shall in such case be entitled to suspend the further fulfilment of its obligations under the agreement, to request (additional) security and to retain the goods transported by virtue of its right of retention in the broadest sense of the word or in pledge, for which purpose the present terms and conditions shall apply as a private deed. The client hereby gives, in advance, in pledge to BTT Group everything held by BTT Group from the client and everything that BTT Group will hold from the client in order to secure the obligations referred to in the previous sentence. The pledge is deemed to be unconditional. The client grants BTT Group an irrevocable authorisation to co-operate with a further written establishment and registration of the pledge.

6.6 Claims by the client must be received by BTT Group within eight days of the invoice date, on penalty of forfeiture of the right to claim.

## Article 7: Liability

7.1 Our liability shall be limited in accordance with the provisions in the additional conditions referred to in article 2.

7.2 In case the conditions under article 2 are not applicable, BTT Group shall only be liable for the amount paid by its liability insurance.

7.3 If, for any reason whatsoever, no payment is made under said insurance, the liability of BTT Group shall be limited to EUR 10,000 per event or series of events having one and the same cause of damage.

7.4 Consequential damage is not eligible for compensation. Consequential damage is understood to mean, among other things, damage caused by interruption of business operations, loss of production, loss of profit, immaterial damage, fines, transport costs and travel and accommodation costs.

7.5 BTT Group shall never be liable for any damage resulting for the client from the right of retention exercised by BTT Group.

7.6 BTT Group shall not be entitled to appeal to a limitation of liability in the event that damage is caused by intent or wilful recklessness on the part of managers of BTT Group.

7.7 The shipper/sender/provider of all goods, whether hazardous or not, is always responsible for the proper labelling, packaging, transport documents, sender's statement and hazard card in the prescribed languages. BTT Group does not accept any liability in this respect.

7.8 The risk of loading and unloading at the client's premises and at the premises of third parties shall be borne entirely by the client, regardless of whether such loading and unloading is carried out (in whole or in part) by BTT Group, so that BTT Group shall not be liable for any damage occurring at that time.

7.9 In case BTT Group, in its capacity as carrier, temporarily unloads and stores the goods to be carried, for other reasons than an order given in writing for

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that purpose, BTT Group shall not be liable for any damage to such goods. In the context of such storage, the transport system shall remain applicable and BTT Group's liability shall be the same as the carrier's liability during that period.

### **8. Suspension and termination**

8.1 'Force majeure' includes any situation in which BTT Group, due to exceptional circumstances such as unusually high absenteeism due to illness,

sit-down strikes, lockouts, fire, technical failures in the company, Internet failure, traffic obstructions, lack of equipment, extreme weather conditions, mobilisation, state of siege, riots or strikes, import or export obstructions and other government measures or regulations and furthermore any circumstance which BTT Group cannot reasonably exert any control of, even if this circumstance was to be anticipated at the time the agreement was concluded, is unable to carry out the assignment in accordance with the agreements made.

8.2 In case of force majeure, BTT Group is entitled to suspend the fulfilment of the agreement without judicial intervention as long as the situation of force majeure continues, or to terminate the agreement, without BTT Group being obliged to pay any compensation or penalty to the client or third parties.

8.3 In case of a suspension of more than 60 working days, the client is entitled to terminate the agreement, after having granted BTT Group in writing a last reasonable period.

8.4 In the case of termination as referred to above, BTT Group shall not be bound to pay any compensation or penalty to the client.

8.5 BTT Group shall at all times be entitled to conduct a credit check on the client in order to establish the client's creditworthiness. BTT Group is entitled to request additional security should the credit check reveal that the client has an increased risk of non-payment. If, in the opinion of BTT Group, insufficient security can be provided, BTT Group shall be entitled to suspend or dissolve its obligations arising from the agreement entered into. All outstanding claims on the client shall then become immediately due and payable.

### **Article 9: General Indemnity and Himalaya Clause**

9.1 A client who fails to fulfil an obligation imposed upon him by law or these BTT Group conditions, shall be obliged to indemnify the company concerned within BTT Group against any damage which this company may suffer as a result of the failure to fulfil such an obligation, should a third party hold BTT Group liable for the performance of the work.

9.2 In the event that subordinates of BTT Group as well as persons whose services BTT Group makes use of for the execution of the work, are held liable, such persons may appeal to any limitation and/or exclusion of liability, which BTT Group may appeal to pursuant to these general terms and conditions or any other legal or contractual provision.

### **Article 10: Applicable law and choice of court**

10.1 All legal relationships relating to this agreement shall exclusively be governed by Dutch law.

10.2 In the event of any disputes between BTT Group and the client, the Court of Zeeland West-Brabant has exclusive jurisdiction.