



## IP HANDLERS B.V. GENERAL CONDITIONS

filed at the Chamber of Commerce at Amsterdam on July 16, 2020 under no.56568282

### Article 1 – Definitions

In these general conditions the following terms have the following meanings:

- a) IP Handlers B.V.: IP Handlers B.V.
- b) Customer: The party to whom IP Handlers' offer is addressed and/or the party entering into a contract with IP Handlers B.V.;
- c) Rules: The rules and regulations referred to in article 3 paragraph 1 of these conditions.

### Article 2 - Applicability

1. These general conditions apply to all IP Handlers B.V.'s offers and to all agreements entered into by IP Handlers B.V. insofar as the parties have not expressly agreed otherwise in writing.
2. If any deviation is agreed in the provisions of these General Conditions the remaining articles that have not been changed will remain in force in full.
3. The Customer may not derive any future rights from any agreed written deviations from these General Conditions.
4. Depending on the nature of the work as specified in article 3 of these conditions, the Rules shown against that type of work in that article shall apply. If and insofar as the provisions of articles 2 to 15 of these conditions differ from or conflict with the provisions in the said Rules, the provisions of articles 2 to 15 of these conditions shall prevail. The Rules have a solely supplementary effect in respect of the provisions of articles 2 to 15 of these conditions.

### Article 3 – Rules

1. Subject to the provisions in article 15 below, the following Rules in the most recent version apply to the following types of work:  
Forwarding: The latest version of the Dutch Forwarding Conditions, with exception of the arbitral stipulations, as filed by FENEX (Netherlands Association for Forwarding and Logistics) with the Registry of the District Courts in Amsterdam and Rotterdam
2. All carriage of goods by road within the Netherlands:  
The General Conditions of Carriage 2002 (de Algemene Vervoerscondities 2002: AVC 2002), filed with the Registry of the District Court in Amsterdam and Rotterdam.
3. All international carriage of goods by road:  
The Convention on the Contract for the International Carriage of Goods by Road (CMR), concluded in Geneva on May 19, 1956.
4. If the contract includes different types of performance to be rendered consecutively, each type of performance shall be treated as being independent from the other and shall be subject to the Rules relating to that specific type of performance.
5. Where two or more sets of Rules apply to one type of performance, the Rules which are mentioned first in the above listing shall prevail unless the parties have agreed otherwise.
6. The Rules listed in this article are available from IP Handlers B.V. on request.

### Article 4 - Offer and Contract

1. All offers, including quotations and price estimates are noncommittal, unless explicitly indicated in the offer. The mere fact that IP Handlers B.V. has issued an offer, quotation or price estimate is noncommittal and will in no way lead to an obligation to enter into a contract.
2. If reserves are added to or changes are made in the acceptance compared with the offer, notwithstanding the provisions contained in the first paragraph of this article, the agreement will not be concluded until and as soon as IP Handlers B.V. has confirmed to the Customer in writing that it accepts those changes to the offer. However, under no circumstances such an acceptance will be deemed to relate to acceptance of applicability of general terms and conditions applied by the Customer.
3. All offers are based on the performance of the contract by IP Handlers B.V. under normal circumstances and during normal working hours, unless stated otherwise.
4. The contract comes into being immediately as soon as IP Handlers B.V. has confirmed the Customer's order in writing or has started to perform the order, whichever is the first.
5. Verbal promises made by employees or other subordinates of IP Handlers B.V. are not binding on IP Handlers B.V. until confirmed in writing by IP Handlers B.V.



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### **Article 5 – Prices / tariffs**

1. The agreed prices are based on the tariffs, wages etc. applying on the date of offer or the date of the finalization of the agreement or actual performance of the contract as appropriate. They include only the payment for the work to be performed by IP Handlers B.V. under the agreement. They are therefore exclusive of packing, C.O.D. charges, VAT, penalties and all other taxes and duties, costs and charges of whatever description. Any such costs are payable by the Customer unless agreed otherwise in writing.
2. If one or more of the cost components is subject to an increase (even where the increase is the result of foreseeable circumstances) after the date of an offer, IP Handlers B.V. may increase the agreed price accordingly, irrespective of whether or not that has already been agreed.
3. If IP Handlers B.V. performs any variations to the contract, the costs involved will be for the Customer's account.
4. Variations are any work carried out by IP Handlers B.V. whether or not recorded in writing, during the performance of the agreement that goes beyond the work expressly laid down in the agreement or the order confirmation, or additional costs resulting from performing the work in a different way to what is stated in the agreement. Such work may include for instance special services, unusual work, particularly time-consuming work or work demanding additional efforts. These general conditions also apply to variations.
5. All prices mentioned in the contract are in Euro unless stated otherwise.
6. If the prices are expressed in a foreign currency and the value of that currency against the Euro changes to IP Handlers B.V. disadvantage after the contract has been finalized, the prices shall be increased so that the equivalent value in Euro is equal to the value applying at the time when the contract was finalized.
7. IP Handlers B.V. will not be bound in the future by prices and / or tariffs that have been agreed upon or charged in the past.
8. Before starting performance of the contract or continuing the contract IP Handlers B.V. will be entitled to demand that the Customer will furnish adequate security in respect of its compliance with its payment obligations.

### **Article 6 – Payment**

1. Unless expressly agreed otherwise in writing, payment of the agreed price shall be made within a period of 14 days.
2. All payments shall be made without any deduction or set-off to a bank account to be specified by IP Handlers B.V. If the Customer fails to pay within the agreed period he shall be deemed to be in default and IP Handlers B.V. shall by operation of law be entitled to interest on the overdue amount at a rate of 12%, calculated from the date on which payment was due to the date of full settlement.
3. All costs, including both legal and extrajudicial costs, incurred by IP Handlers B.V. as the result of the Customer's failure to comply with any obligation towards IP Handlers B.V. shall be payable by the Customer.
4. In the event of failure to pay on time, the extrajudicial costs shall amount to at least 10% of the sums due, without prejudice to IP Handlers B.V.'s right to make additional demands, including but not limited to a (temporary or permanent) suspension of the work, the dissolution of the contract (in part or in whole), and/or a claim for damages.
5. Any payments shall be deducted first from the due interest and costs, and then from the principal sum.

### **Article 7 – Performance of the contract**

1. Dates, periods and/or number of hours are stated approximately. Where a period of time or number of hours is agreed for the performance of the contract, IP Handlers B.V. will strive to comply with it as precisely as possible. Nevertheless, failure to meet that time period or number of hours for whatever reason shall not give the Customer any right of compensation or any right to demand the dissolution of the agreement on that ground.
2. The Customer must ensure that all the details and documents to be provided by him are in IP Handlers B.V. possession in good time. The Customer is liable for all delays and all losses resulting from such delays to IP Handlers B.V. and shall indemnify IP Handlers B.V. against third-party claims in that respect. The Customer is at all times responsible for the contents of the details and documents provided by him.



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3. IP Handlers B.V. is free in the manner of performance of the contract, unless agreed otherwise in writing. IP Handlers B.V. may bring in third parties for the performance of the agreement without having to consult the Customer in advance.

### **Article 8 – Delivery and risk**

1. If and when goods are delivered by or on behalf of IP Handlers B.V. the delivered goods are fully for account and risk of the Customer from the time of delivery at the agreed place.
2. Any loading or unloading activities, involving equipment owned by the Customer or a third party and used by or on behalf of IP Handlers B.V., shall be performed at the expense and risk of the Customer.
3. IP Handlers B.V. assumes no liability for any damage to or caused by the use of loading and unloading equipment of the Customer.
4. The Customer is responsible for taking out adequate insurance cover for the use of loading and unloading equipment owned by the Customer or a third party.
5. The acceptance of goods by the carrier from or on behalf of IP Handlers B.V. will serve as proof that they have been received in externally good condition, unless the contrary is evident from the consignment note or proof of receipt.

### **Article 9 – Force majeure**

1. IP Handlers B.V. will not under any circumstances be liable for non-performance or late performance of its obligations as a result of force majeure, or for the consequences of such non-performance or late performance. In case of force majeure, IP Handlers B.V. will have the right either to extend the agreed period for the performance of the contract by the duration of the force majeure or to cancel the agreement or the non-performed part of the agreement without being liable.
2. Force majeure includes but is not restricted to war, threat of war, mobilization, riots, siege, sabotage, quarantine, disturbance to traffic, storm, fog, lightning strike, flood, high and low water, frost, freezing, ice, strike or lock-out, fire, other serious disturbances in IP Handlers B.V. business, interference from legal provisions, official restrictions and any other circumstance preventing performance that is not solely dependent on IP Handlers B.V. will, even where already foreseeable at the time when the agreement was finalized.
3. The Customer's financial and other obligations arising before the commencement of the force majeure shall remain in force despite the force majeure.

### **Article 10 – Liability**

1. Where contracts are subject to Rules under article 3 above, IP Handlers B.V.'s liability shall be determined by the Rules in question. However, in cases where the aforementioned Rules do not determine such liability, the following provisions shall apply.
2. IP Handlers B.V. is only liable for loss if and in so far as that loss is proved to be the result of a wilful act or gross negligence. IP Handlers B.V. is not liable for loss resulting from a wilful act or gross negligence by parties other than its subordinates.
3. Any person present on IP Handlers B.V.'s sites, in or on IP Handlers B.V.'s vehicles etc., or at the place where the work is being performed is there with everything in his possession at his own risk and must strictly adhere to the regulations and instructions laid down and provided by the authorities and by IP Handlers B.V. IP Handlers B.V. accepts no liability whatsoever for bodily injury or material damage.
4. Any claim against IP Handlers B.V. shall be made in writing with 24 hours after delivery of the goods to the Customer or his representative or the completion of the work.
5. Subject to the Rules mentioned in article 3 in any event all claims against IP Handlers B.V. will be time barred after a period of one year as of the date of delivery of the goods or the date of completion of the work.
6. If loss is caused to IP Handlers B.V. to IP Handlers B.V. personnel or to third parties brought in through IP Handlers B.V. during the performance of the contract, the Customer shall be liable for that loss unless he proves that the loss in question was caused by IP Handlers B.V. IP Handlers B.V. personnel or the third parties brought in through IP Handlers B.V.



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### **Article 11– Indemnification**

1. The Customer is obliged to indemnify and compensate IP Handlers B.V. in respect of all damage, costs and interests, claimed from IP Handlers B.V. by third parties in connection with the performance of the contract by IP Handlers B.V.
2. In the event that IP Handlers B.V. has goods in his possession in connection with the performance of the contract the Customer will be obliged to fully indemnify IP Handlers B.V. in respect of any claims by third parties, even if these claims are involved for compensation of damage that is directly related to such goods.
3. The Customer is also obliged to indemnify IP Handlers B.V. in respect of damage to and/or penalties, claims, fines and other measures imposed by the Government.
4. The Customer's obligation to indemnify IP Handlers B.V. also applies in respect of managers and employees of and other persons involved at IP Handlers B.V.

### **Article 12 – Right of retention and lien**

1. IP Handlers B.V. has a right of retention on goods and documents held by it under the contract; that right applies in respect of any party demanding the surrender of the goods or documents in question. IP Handlers B.V. may also exercise that right for what it is owed by the Customer under previous and subsequent contracts. IP Handlers B.V. shall not under any circumstances be liable for any loss resulting from the exercise of a right of retention.
2. All goods, documents, and money held by or obtained by IP Handlers B.V. for whatever reason and for whatever purpose shall serve IP Handlers B.V. as a pledge for all claims that it has or may acquire against the Customer or any other party with rights to the goods, documents, or money in question.

### **Article 13 – Applicable law**

1. This agreement and all agreements resulting from it shall be governed by Dutch law.

### **Article 14 – Interpretation of conditions**

1. These conditions have been drawn up in Dutch and in English. In the event of any difference in content or tenor, the Dutch text is binding.
2. If in the opinion of the competent Court any provision of these conditions is void, contrary to the law, or unenforceable in any respect, that shall not affect the remainder of the provisions in these conditions and the court's ruling shall be restricted solely to the provision to which it referred.

### **Article 15 – Resolution of disputes**

Contrary to what is provided in the Rules mentioned in article 3 in respect of the competent jurisdiction or arbitration, the District Court in Amsterdam has sole jurisdiction to take cognizance of disputes concerning the present agreement or related agreements arising from it.