

GENERAL PURCHASE CONDITIONS for Kees in 't Veen Group. Filed with the Registry of the District Court of Rotterdam.

## **1. Definitions**

1.1 These terms and conditions apply to all companies of the Kees in 't Veen Group (hereinafter referred to as the Principal) including:

Kees in 't Veen Beheer B.V., registered in the Trade Register under number 27226116, as well as each of its subsidiaries, i.e.:

Tank Cleaning Europoort B.V., CoC number 27273312,

Kees in 't Veen Tanktransporten B.V., CoC number 27273322,

Container Terminal Europoort B.V., CoC number 62006290,

Aspenal B.V., CoC number 24455977,

IntVeen Truckstyling B.V., CoC number 82737304,

Autoschadebedrijf Visser en Zn B.V., CoC number 27221020.

1.2 Services: All Services to be provided by a Supplier pursuant to an Agreement.

1.3 Products: All goods to be delivered or supplied by the Supplier, also including materials, objects, parts, accessories and related documents as a result of an Agreement.

1.4 Supplier: Any natural or legal person, partnership or other organisation with whom the Principal enters into an Agreement.

1.5 Agreement: Any Agreement or other legal relationship between the Principal and Supplier regarding the purchase, sale and/or delivery of Products or Services, any amendment or addition thereto, as well as all related acts (including legal acts), whether or not in preparation or execution thereof.

1.6 Purchasing conditions: These General Conditions of Purchase of the Principal.

1.7 Parties: A party to an Agreement; i.e. the Principal and Supplier and any third parties.

1.8 Offer: Any oral or written presentation of a Product or Service for acceptance made by the Supplier to the Customer, with prices and/or deadlines.

1.9 Order confirmation: A written confirmation of the order placed by the Principal in which at least all key clauses are stated.

## **2. Scope**

2.1 These Purchase Conditions apply to every Agreement between the Principal and Supplier, as well as to every Offer and request, and ensuing Agreements, and form an integral part thereof, insofar as they are not expressly deviated from in the Agreement.

2.2 Deviations from the scope or provisions of these Purchase Conditions shall only apply if they are set out in writing and signed by the Parties, and apply exclusively to the relevant Agreement.

2.3 General terms and conditions used by the Supplier are expressly rejected by the Principal.

2.4 If any provision of these Purchase Conditions is declared invalid or infeasible by a court, in whole or in part, the remaining provisions of these Purchase Conditions shall remain in full force and effect. In which case, the Parties shall agree on new provisions to replace the invalid or infeasible provision with ones that reflect as far as possible the original intention of the Parties in terms of purpose and scope and are not invalid or infeasible.

2.5 If any provision of an Agreement conflicts with any provision of these Purchase Conditions, the provision of these Purchase Conditions shall prevail, unless the Parties have expressly agreed in the Agreement to deviate from the relevant provision of these Purchase Conditions.

2.6 The Dutch text of these Purchase Conditions shall prevail over any translation thereof.

2.7 The Principal is entitled to amend these Purchase Conditions at any time. The amended Purchase Conditions are applicable to all Agreements concluded from the moment the Principal has filed them with the Trade Register of the Chamber of Commerce or the registry of the district court, or has brought them to the Supplier's attention in writing.

2.8 In all cases in which these Purchase Conditions require that any communication or other document be "in writing", this shall include all messages sent by e-mail, telefax or by other electronic

means, in analogue or digital form, and received by the other Party, as stipulated in the *Ontvangsttheorie*, Article 3:37(3) of the Dutch Civil Code.

### **3. Establishing an Agreement**

3.1 Every Offer from the Supplier shall be binding.

3.2 Requests for an Offer shall not bind the Principal and shall only be considered an invitation to make an Offer.

3.3 The Principal reserves the right to withdraw a placed order if the Supplier has not confirmed it in writing by means of an Order Confirmation within three (3) working days.

3.4 An Agreement shall only be established if it is offered in writing and accepted in writing by an authorised representative of the Principal and Supplier.

3.5 The cost of preparing Offers shall be borne by the Supplier.

3.6 Deviations in the Order Confirmation shall not bind the Principal to an Agreement.

### **4. Prices, invoicing and payment**

4.1 The agreed price is binding.

4.2 The price is agreed in euros, excluding VAT.

4.3 Invoices must contain all the required information, as stipulated in Article 35A of the *Wet op de Omzetbelasting 1968*.

4.4 The Principal shall pay the received, correct invoice within thirty (30) days from the invoice date, unless there is a set-off against a claim of the relevant company of the Principal against the Supplier.

4.5 Payment in no way implies that the Principal waives any rights.

4.6 The Principal has the right, in the event of partial or full advance payment, to request appropriate security, at the Supplier's expense.

4.7 The Parties shall provide each other with their correct VAT numbers and immediately notify each other of any changes.

4.8 The Supplier must send the invoice digitally to the e-mail address of the Principal's company with which the Supplier has an Agreement.

### **5. Execution and delivery**

5.1 The Supplier warrants to the Principal that the Products and Services delivered are, upon delivery:

- (1) Free from visible and invisible defects, whether or not due to material or manufacturing defects;
- (2) New (unless otherwise agreed) and of good and marketable quality;
- (3) Compliant with the specifications given by the Principal, including in terms of type, number, size and/or weight, and otherwise comply with the Agreement;
- (4) Suitable for the purpose for which the Products are objectively intended as well as for the purpose intended by the Principal and made known to the Supplier;
- (5) In case of Services provided, performed by skilled personnel who have been trained for that purpose;
- (6) Use of the Products or Services include but are not limited to avoiding infringement of third party rights. The Supplier shall indemnify the Principal against and compensate the same for any (alleged) claim made by third parties in this respect, and shall pay for all damages, including interest and costs, suffered by the Principal as a result thereof;
- (7) Compliant with the applicable national and international laws and regulations, including the statutory European directives on CE markings and the EU Declaration of Conformity for machinery/safety components and the "manufacturer's declaration". The declaration of CE conformity shall be taken care of by the Supplier and provided to the Principal, including additional documentation relating to the Product or Service.

5.2 If Services relate to the installation or modification of items belonging to the Principal, the Principal is not obliged to provide models, technical drawings or technical information pertaining to

those items to the Supplier. If the Principal nevertheless provides such items or information to the Supplier, such items or information shall remain the property of the Principal, and the Supplier shall immediately return them to the Principal at the Principal's first request or upon delivery of the Services or items; the provisions of article 14 shall otherwise apply to such items and/or information.

5.3 Unless agreed otherwise, the Supplier shall be responsible at its own expense and risk for obtaining the necessary consents, permits or licences required for the performance of the Agreement.

5.4 Delivery of Products shall be Delivery Duty Paid (DDP), in accordance with ICC Incoterms 2020, unless agreed otherwise.

5.5 The delivery period as laid down in the Agreement is a firm, binding deadline and applies to the entire order for delivery, including the applicable drawings or other immediately associated documents. In the event that the Supplier expects the binding deadline to be exceeded, the Supplier must notify the Principal of this in writing and with reasons without delay.

5.6 By exceeding the delivery period, the Supplier shall be in default without further notice of default.

5.7 Force majeure on the part of the Supplier shall in no case include business risks of the Supplier. The Supplier's business risk shall, in any case, be understood to mean: shortage of personnel, shortage of raw materials, strikes, non-performance of third parties engaged by the Supplier, transport problems of the Supplier or third parties engaged by the Supplier, breakdown of equipment, liquidity and/or solvency problems of the Supplier.

5.8 Unless agreed otherwise in the Agreement or following written approval from the Principal, the Supplier is not entitled to make partial deliveries.

## **6. Packaging and shipping**

6.1 The Supplier shall ensure that the Products arrive at their destination in good order. 6.2

Shipments on pallets must be made on Euro-pallets, unless agreed otherwise.

6.3 Packaging materials must be suitable for reuse or recycling and must comply with international and Dutch regulations. If recycling of packaging materials is not possible, the costs of their disposal shall be borne by the Supplier.

6.4 Special packaging to be returned to the Supplier shall be marked as such. At the Supplier's expense and risk, packaging will be returned to the Supplier's address known to the Principal.

6.5 The Supplier shall indicate on the transport documents the Principal reference number of the order and the correct delivery address.

## **7. Intellectual property; licences**

7.1 All intellectual or industrial property rights arising from the performance of an Agreement by the Supplier, its employees or third parties engaged by the Supplier for the performance of the Agreement shall accrue to the Principal.

7.2 If Services relate to the installation or modification of items belonging to the Principal, the Principal is not obliged to provide models, technical drawings or technical information pertaining to those items to the Supplier. If the Principal nevertheless provides such items or information to the Supplier, such items or information shall remain the property of the Principal, and the Supplier shall immediately return them to the Principal at the Principal's first request or upon delivery of the Services or items; the provisions of article 14 shall otherwise apply to such items and/or information. The Supplier shall not use the models, drawings and other information provided to imitate the Principal's products or manufacture similar items.

## **8. Inspection**

8.1 The Supplier shall provide the Principal with all test and inspection certificates requested by the Principal.

8.2 The Principal has the right to inspect the delivery of Products or Services at the agreed delivery location before accepting them.

8.3 If the delivery is refused because it does not comply with the Agreement, the Principal shall notify the Supplier in writing. The Principal is then entitled to choose to:

- (1) Claim replacement or repair; or
- (2) Dissolve the Agreement, without prejudice to other rights of the Principal, such as the right to performance and/or compensation for damages and/or costs.

8.4 The Principal shall ensure that rejected Products are stored for - and at the expense and risk of - the Supplier.

8.5 In case of rejection of the delivered Products and/or Services, the Supplier shall, within five (5) working days of notification thereof by the Principal, take care of the repair or replacement of the delivered Products and/or Services. If the Supplier fails to comply with this obligation within the period stipulated in this article, the Principal is entitled to purchase the required Products and/or Services from a third party, or to take measures itself or have measures taken by a third party at the expense and risk of the Supplier.

8.6 If the Supplier fails to take back the rejected Products within five (5) working days, the Principal shall have the right to return the Products to the Supplier at the Supplier's expense and risk, without requiring the approval of the Supplier. If the Supplier refuses to take delivery of the Products, the Principal has the right to store, sell or destroy the Products at the Supplier's expense and risk.

8.7 All costs related to inspections, re-inspections and returns shall be borne by the Supplier.

## **9. Transfer of ownership and risk**

9.1 The ownership of the Products and associated risk shall remain with the Supplier until they are accepted by the Principal.

9.2 Attributes, parts and the like made available by the Principal to the Supplier for the purpose of delivery shall at all times remain the property of the Principal.

9.3 Items handed over by the Principal to the Supplier for repair, inspection or maintenance shall be at the risk of the Supplier during the repair, inspection or maintenance period, but shall at all times remain the property of the Principal.

## **10. More or less work**

If during the execution of the Agreement it becomes apparent that additional work will be necessary, the Principal shall be informed in writing by the Supplier immediately and no later than within three (3) working days. Only after written approval from the Principal is the Supplier allowed to carry out additional work.

## **11. Liability and insurance**

11.1 The Supplier is liable for all losses suffered by the Principal as a result of:

- (1) An error or failure of the Supplier in the performance of the Agreement and the resulting delivery;
- (2) A defect in the equipment or materials used in the performance of the Agreement;
- (3) Any act by the Supplier itself or its employees or subcontractors involved in the Agreement and the resulting delivery.

11.2 The Principal shall not be liable for any damage to the Supplier, unless it is caused by intent, gross fault or negligence of the Principal.

11.3 The Supplier shall indemnify the Principal against any liability arising from actions, omissions or deeds of the Supplier.

## **12. Suspension and dissolution**

12.1 The Principal has the right to suspend or terminate the Agreement, or part of the Agreement, with immediate effect, without any damages being recoverable from the Principal if:

- (1) The Supplier is in default of full and timely performance of its obligations under any Agreement;
- (2) The Supplier is granted suspension of payment (or provisional suspension of payment);
- (3) The Supplier files for bankruptcy or is declared bankrupt;

- (4) The Supplier has applied for debt restructuring under the Natural Persons Debt Rescheduling Act;
- (5) The Supplier is placed under guardianship or an administrator is appointed for the Supplier;
- (6) The Supplier is dissolved, ceases operations or ceases to exist;
- (7) A substantial part of the Principal's assets are the subject of a foreclosure or prejudgment attachment or seizure;
- (8) A Change of Control and Change of Ownership occurs at the Supplier;
- (9) The Supplier is otherwise deemed no longer able to fulfil its obligations under the Agreement;
- (10) There is a revocation of a licence of the Supplier required for performance of the Agreement;
- (11) The delivery of the Products is not accepted by the Principal after an inspection or re-inspection;
- (12) The Supplier or any of its subordinates or representatives offers or provides any benefit to any person employed by the Principal.

12.2 Upon dissolution or termination of the Agreement by the Principal, all claims which the Principal has or will have against the Supplier shall become immediately due and payable in full, without prior notice of default being required.

12.3 In the event of dissolution or termination of the Agreement, the goods from the Principal which the Supplier has in its possession must be immediately returned to the Principal at the Supplier's expense.

12.4 In the event of dissolution or termination of the Agreement, the Supplier shall reimburse the Principal for lost profit and costs incurred.

### **13. Guarantee**

13.1 If within a period of twelve (12) months (unless longer has been agreed in writing) after the first use of the Products delivered, it appears that the Products do not meet the conditions as stated in article 5 of these Purchase Conditions, the Supplier shall – upon the Principal's first request and at the Principal's discretion but no later than within two (2) weeks thereafter – replace, repair or redeliver the Products, at the expense and risk of the Supplier.

13.2 If the Supplier fails to fulfil its guarantee obligations within two (2) weeks (unless agreed otherwise in writing) after the relevant request of the Principal, the Principal shall have the right itself to have the Products replaced, to have them repaired or to have the delivery re-performed, with or without the assistance of third parties, at the expense and for the account of the Supplier, without consequences to the guarantee obligations of the Supplier. The Principal shall inform the Supplier of the exercise of this right in advance if possible.

13.3 A guarantee as described in this article will again apply to the replaced, repaired or re-executed parts of a delivery.

### **14. Confidentiality and information obligations**

14.1 The Supplier shall provide the Principal with all information relating to the delivery of the Products, to the extent that it may be in the interests of the Principal.

14.2 The Supplier promises complete confidentiality regarding confidential commercial information about the Principal. Confidential commercial information means: Valuable information and commercial information that has not been made public and is intended to remain confidential. Upon violation, the Supplier shall owe the Principal a penalty of € 10,000. In addition, the Principal is entitled to claim full compensation for damages.

14.3 The Supplier is obliged to impose the same obligations as referred to in this article on its employees and on all third parties that the Supplier uses in performance of the Agreement, as if these employees/third parties were part of the Agreement.

14.4 The Supplier is not entitled to use the Principal's name and/or logo without prior written consent (from the Principal's management).

**15. Transfer of rights and obligations**

The Supplier is not entitled to transfer the rights and/or obligations under the Agreement to third parties in whole or in part without the Principal's prior written consent.

**16. Applicable law and forum**

16.1 Agreements between the Principal and the Supplier are governed exclusively by Dutch law, which excludes the applicability of the Vienna Sales Convention.

16.2 If any dispute arises out of or in connection with an Agreement, it shall be exclusively settled by the District Court of Rotterdam.

**17. Access to Purchase Conditions**

A copy of these Purchase Conditions is available for inspection at the Registry of the District Court of Rotterdam. These General Purchase Conditions can also be downloaded from the Principal's website: [www.itt-europoort.nl/transport/contact](http://www.itt-europoort.nl/transport/contact).