

General Terms and Conditions Wemmers Tank Transport

Article 1. Applicability

1.1. These General Terms and Conditions (hereinafter called: the 'General Terms and Conditions') apply to Wemmers Group B.V, Wemmers Tanktransport Nederland B.V . and their subsidiary companies as well as to all their affiliated companies, hereinafter in the General Terms and Conditions all jointly referred to as 'Wemmers'.

1.2. Unless expressly agreed otherwise in writing beforehand, the General Terms and Conditions apply to all offers and/or confirmations of orders issued by Wemmers as well as to all agreements with Wemmers and to all activities carried out by another subsidiary company and/or company affiliated with Wemmers and/or third parties.

1.3. Once a contract has been concluded under applicability of the General Terms and Conditions, the General Terms and Conditions without exception also apply to future offers and confirmations of orders to be issued by Wemmers and to future agreements with Wemmers. The General Terms and Conditions are then considered to be known and accepted between parties.

1.4. When Wemmers as the occasion arises does not invoke the provisions of the General Terms and Conditions, this does not mean that Wemmers has thus waived its right to invoke the provisions of the General Terms and Conditions in other cases.

1.5. The applicability of any general (purchase) terms and conditions of the principal or a party who joins the agreement concluded between Wemmers and the principal (hereinafter called: 'contracting party') is expressly rejected, even if they are referred to in the order issued to Wemmers

1.6. Wemmers may pledge/transfer its present and future trade accounts receivables against contracting party to ING Commercial Finance B.V. (company number 30201094), with its registered office in Amsterdam, the Netherlands".

Article 2. Branch terms and/or conditions applied by Wemmers

2.1. In addition to the General Terms and Conditions the latest versions of the following general branch terms and/or conditions apply: A. In the case of international and national road transport: the CMR Convention B. On the cleaning of material and equipment commissioned to - and carried out by - Wemmers: the ATCN General Tank Cleaning Conditions 2023

2.2 In so far as any provision of the general branch terms and/or conditions referred to above is inconsistent with a provision of the General Terms and Conditions, this provision of the General Terms and Conditions shall prevail (this applies in particular to the jurisdiction clause of article 12 section 2 where exclusive jurisdiction is conferred on the Court of Rotterdam), with the exception of the provisions of the branch terms and/or conditions concerning the liability of Wemmers that prevail over the provisions concerning liability of article 4 of the General Terms and Conditions with the understanding that when Wemmers should prove to be liable for an amount exceeding € 2,500,000.- on the basis of these branch terms and/or condi-

tions, in all cases the liability of Wemmers, with the exception of intent or conscious recklessness on the part of the management of Wemmers, is nevertheless limited to that amount of € 2,500,000.- per event or series of events with the same cause.

Article 3. Execution of the order by Wemmers

3.1. Wemmers is entitled to use alternatives and/or to use another subsidiary company and/or a company affiliated with Wemmers and /or third parties if this is required for the correct and timely performance of the orders issued to Wemmers, either with or without prior permission from the principal. The principal is obligated to provide all necessary assistance to Wemmers so that Wemmers can correctly fulfil its obligations towards the principal.

3.2. Wemmers is entitled to charge additional costs to the principal if such unforeseen additional costs were necessary for the correct and timely performance of the orders issued to Wemmers.

3.3. If the principal, when Wemmers invokes the provision of section 1 of this article, does not provide due assistance, or otherwise hinders Wemmers or makes it impossible for Wemmers to fulfil its obligations towards the principal, Wemmers shall not be responsible for any damage, irrespective of its nature and/or cause.

Article 4. Liability

4.1. With respect to the activities to which the branch terms and/or conditions referred to in article 2 apply, the liability of Wemmers with due regard for the provisions in article 2 section 2 of the General Terms and Conditions, shall be determined by those branch terms and/or conditions. However, if in any case the (scope of the) liability has not been determined, subject to article 4 section 3 Wemmers shall not be liable for any damage unless the principal or contracting party can prove that the damage was caused by a failure in the fulfilment of the obligations towards the principal or contracting party attributable to Wemmers by law.

4.2. Under no circumstances shall Wemmers be liable for damage resulting from the nonperformance or late performance of its obligations as a result of force majeure. Force majeure is among other things understood to be, but not exclusively limited to: such as: war, danger of war, civil war, riots, flooding, water damage, fire, cybercrime, government measures, pandemic/epidemic (such as a (semi-)lockdown), transport difficulties, unforeseen technical complications, natural weather events, business interruptions, strikes, blockades, in and export bans, tunnel blockades and ferries not sailing, full or partial seizure or requisition of stocks by civil or military authorities, lack of transport capacity at third parties, non-delivery or late delivery by our suppliers, as well as a shortage that makes delivery wholly or temporarily impossible. is made more difficult, all this both with us and with third parties engaged by us for the delivery, regardless of the manner of origin and where this took place.

4.3. When during or as a result of the unloading of the goods damage of any kind is caused to things belonging to the principal, contracting party and/or third parties, other than damage to or loss of the goods themselves, or if financial losses are caused to that principal, contracting party and/or third parties, Wemmers shall not be liable for such damage, with the exception of intent or conscious recklessness on the

part of the management of Wemmers. Damage also includes damage caused by death or injury as well as any form of financial loss.

4.4 With the exception of intent or conscious recklessness on the part of the management of Wemmers, the liability of Wemmers is always and in all cases limited to a maximum of € 2,500,000.- per event or series of events with the same cause. General Terms and Conditions Wemmers Tank Transport

Article 5. Hazardous substances

5.1. The transport of dangerous goods (ADR) is not a primary transport service of Wemmers. The transport of certain dangerous goods (ADR) can only be carried out in consultation. If the goods are hazardous according to the regulations concerning the road transport of hazardous substances, the ADR and the applicable national regulations, such as the VLG ('Regeling vervoer over land van gevaarlijke stoffen') (Regulation on the land transport of dangerous substances) apply to such transport. If Wemmers suffers damage as a result of the non-fulfilment of obligations by the principal or contracting party as prescribed in (one of) these regulations on hazardous substances, the principal or contracting party is obligated to compensate Wemmers for this damage in full.

5.2. The principal and contracting party are obligated to compensate Wemmers for the damage that the hazardous substances or their handling have caused to Wemmers, except in so far as this damage resulted from acts or omissions on the part of the management of Wemmers, carried out with either the intent to cause that damage or recklessly and with the knowledge that that damage would probably result therefrom. Damage is also understood to include damage to third parties, which damage Wemmers is obligated to compensate; damage is also understood to include damage caused by death or injury as well as any type of financial losses.

Article 6. Indemnification and Himalaya clause

6.1. Subject to article 6 section 2 the principal and contracting party are obligated to indemnify and hold harmless Wemmers against all claims from third parties with respect to damage caused by the performance of the activities by Wemmers except in so far as this damage was caused by acts or omissions on the part of the management of Wemmers, carried out with either the intent to cause that damage or recklessly and with the knowledge that that damage would probably result therefrom. Damage also includes damage caused by death or injury as well as any type of financial losses.

6.2. At all times and in all cases the principal and contracting party are obligated to indemnify Wemmers against the claims from third parties referred to in article 6 section 1 in so far as the total amount of these claims exceeds € 2,500,000.- per event or series of events with the same cause, except in so far as this damage was caused by acts or omissions on the part of the management of Wemmers, carried out with either the intent to cause that damage or recklessly and with the knowledge that that damage would probably result therefrom.

6.3. When representatives of Wemmers as well as persons whose services are used by Wemmers to perform the agreement are held liable, these persons can invoke any limitation and/or exemption of liability that Wemmers can invoke on account of the General Terms and Conditions (including the branch terms and/or conditions referred to in article 2) or any other legal or contractual provision.

Article 7. Prices

7.1. If changes occur in the (government) cost price factors after the conclusion of the agreement, Wemmers is entitled to increase the agreed price accordingly. Wemmers will inform the client in writing of any price increases. In an appendix, the costs for stopovers en route, cancellations, cleaning, heating/heating, storage, late changes, lost journey, urgent assignments, waiting hours, weekend work, public holidays can be agreed in an appendix.

Article 8. Payment and proof of delivery

8.1. The principal has to pay the price invoiced by Wemmers within 30 days after the invoice date. Wemmers does not accept any (unilateral) terms of payment stipulated by the principal, unless expressly confirmed by Wemmers in writing.

8.2. If the principal has not disputed or returned the invoice within 30 days of receipt, Wemmers considers the invoice undisputed.

8.3. The price quoted by Wemmers is in any case owed immediately after delivery of the cargo at the place of destination. At all times a proof of delivery or (CMR) waybill can be requested from Wemmers. Under no condition shall the fact that the principal does not have proof of delivery or (CMR) waybill give the principal a right to suspend performance with respect to its indebtedness of the transport price (invoice)

8.4. The principal is not entitled to set off the price against any claim he believes to have on Wemmers and / or to suspend payment.

8.5. If the principal has not paid the price to Wemmers within the term of payment referred to in section 2, the principal shall be in default without any prior notice of default being required.

8.6. If the principal has defaulted in accordance with section 5, then from the day on which the default commences until the day of payment in full to Wemmers the principal shall owe the statutory commercial rate of interest on the basis of article 6:119a jo. 6:120 section 2 Burgerlijk Wetboek (Dutch civil code). The principal also owes to Wemmers the judicial and extrajudicial costs incurred by Wemmers in order to keep the principal to its (payment) obligations, which extrajudicial costs are set at 12% of the claimed amount.

Article 9. Right of pledge and right of retention

9.1. Towards anyone who requires their handing over, Wemmers has a right of pledge and a right of retention to all goods, documents and monies that Wemmers has or shall have in its possession on account of the agreement, regardless of the destination of the goods referred to above, for all claims of Wemmers towards the principal or contracting party.

9.2. Wemmers can also exercise the rights mentioned under section 1 for what is still owed to it by the principal or contracting party on account of earlier agreements.

9.3. If the principal fails to pay the claim, the sale of the collateral shall take place in the context of the right of pledge invoked by Wemmers on the basis of section 1 in the way prescribed by law or privately, if the parties reach agreement on this.

9.4 Transfer by a party, client or contracting party, of its rights and obligations arising from the agreement is only permitted after obtaining written permission from the other Party.

9.5 Wemmers may pledge/transfer its present and future trade accounts receivables against contracting party to ING Commercial Finance B.V. (company number 30201094), with its registered office in Amsterdam, the Netherlands”.

Article 10. Dissolution

10.1 If the principal or contracting party is and remains in default to observe any obligation resting with it towards Wemmers or in case of bankruptcy, suspension of payments or liquidation, Wemmers has at its option the right to dissolve the agreement in whole or in part without any notice of default or judicial intervention being required, without prejudice to its right to claim compensation.

Article 11. Electronic messages

11.1. If data, including those relating to the consignment note, are exchanged electronically, parties shall not dispute the admissibility of electronic messages as evidence in the event of a mutual conflict.

11.2. Electronic messages have the same evidential value as written documents, unless these messages were not sent, saved and registered in the format as agreed on between the parties and in accordance with the security level and manner agreed on by parties.

Article 12. Applicable law and competent court

12.1. The legal relationship between Wemmers and its principal and/or contracting party is subject to the law of the Netherlands.

12.2. Disputes will in the first instance be resolved by the client or contracting party in good consultation. All disputes between the parties shall be settled exclusively by the competent court in Rotterdam.

Article 13 Other provisions

13.1 These General Terms and Conditions have been drawn up in the Dutch language and English language; in the event of any difference in content or purport, the Dutch text will prevail.

13.2 The Client or contracting party will immediately inform Wemmers in writing of any circumstance that may influence or prevent the fulfillment of an Agreement. 13.3 Wemmers is at all times entitled to require a form of security to be determined by it for the fulfillment of the obligation by the client or contracting party.



13.4 Changes and additions to the terms and conditions only apply if they have been agreed in writing between the Client or the contracting party.

13.5 Wemmers is authorized to re-establish these General Terms and Conditions as amended. These amended terms and conditions will take effect at the moment that the client or contracting party has had a reasonable opportunity to take note of them.

01-08-2023