

Article 1. Definitions and Applicability of the conditions

- 1.1 In these terms and conditions, the following definitions apply:
- a) Supplier: Forkliftcenter Services B.V., Forkliftcenter B.V. and /or Global Port Equipment B.V
 - b) Customer: the party that purchases Equipment and/or services from the Supplier;
 - c) Equipment: Forklift trucks, Empty Handlers, Reachstackers, Mobile Harbor Cranes and all other machines and / or materials (including secondhand) supplied by the Supplier at any time;
 - d) Sales agreement: the agreement in which the parties make agreements about the sale of products and/or the delivery of services
- 1.2 These terms and conditions apply to all offers, acceptances, Sales agreements and other actions relating to the sale of Equipment and/or the provision of services to the Customer.
- 1.3 Deviations and / or additions to the Sales Agreement only apply if they have been agreed in writing between the Supplier and the Customer, and moreover only apply to the Sales Agreement under which the deviating clauses are made. The applicability of any other general terms and conditions or stipulations is excluded, except insofar as those general terms and conditions or stipulations have been explicitly accepted by the Supplier in writing.
- 1.4 The Conditions also apply to other Sales Agreements, including follow-up or additional agreements, to which the Customer and the Supplier, or their legal successor (s), are parties.

Article 2. Offers

- 2.1 Unless explicitly stated otherwise, all offers made by the Supplier, in whatever form, are without obligation. A non-binding offer from the Supplier can be revoked by the Supplier, also within 10 (ten) working days after the Supplier has received the acceptance of the Customer.
- 2.2 Statements and specifications from the Supplier regarding the Equipment and the time at which the Equipment is delivered are only approximate.
- 2.3 Insofar as the Customer performs any performance and / or prepares to do so, in the apparent expectation or assumption that a Sales Agreement will be or has been concluded, the Customer does so at its own expense and risk.
- 2.4 Any or alleged inaccuracies in the confirmation of delivery of the Equipment must be communicated to the Supplier in writing within two working days after the date of the confirmation by the Customer, under penalty of forfeiture.
- 2.5 The prices stated in the offer are based on delivery as stated in article 5.1 of these terms and conditions.

Article 3. Price and payment

- 3.1 All prices are exclusive of turnover tax (VAT) and other government levies. Payments must be made within the term agreed in the Sales Agreement, or within the payment term included in the invoice, and failing that, within 30 days of the invoice date.
- 3.2 If and insofar as (any part of the) price has not been received at the latest on the agreed date, the Supplier is entitled, without prejudice to its other rights under the law or agreement and without any notice of default being required:
- a) to charge an interest of 1.5 (one and a half) % per month on (the unpaid part of) the price to the Supplier with effect from that date, in the calculation of which part of a month is regarded as a whole month and
 - b) to suspend the execution of the Sales Agreement in respect of which the Supplier is in default of payment, as well as any other agreements with the Supplier.
- 3.3 If the Customer, even after a written reminder, fails to pay in full what he owes to the Supplier within the further term set, the Supplier is further entitled to dissolve the Sales Agreement with immediate effect.
- 3.4 The Supplier may further charge the Customer for all costs that it must incur in or out of rights to preserve its rights against the Customer. The extrajudicial collection costs amount to a minimum of € 2,500.00 (two thousand and five hundred euros) per action by the Supplier against the Customer.
- 3.5 A payment from the Customer is first settled with any interest owed, secondly against the costs that the Supplier has had to incur in connection with the Customer's failure under the Sales Agreement, and afterwards against any payment instalments due, whereby the first expires. term precedes the last expired term. All this applies insofar as the Supplier does not determine otherwise.
- 3.6 Unless explicitly agreed otherwise in writing, the Customer is not permitted to apply any discount, deduction or set-off to a payment. Furthermore, the Customer is not entitled to suspend its payment obligation in the event of any shortcoming on the part of the Supplier.
- 3.7 The Supplier is entitled to demand sufficient security for payment from the Customer in its opinion. The Supplier is also entitled to demand an advance payment. If the Customer does not comply with the aforementioned requests within the set term, the Customer will automatically be in default. In that case, the Supplier has the right to terminate the agreement and to claim compensation.
- 3.8 An increase in cost-determining factors arises after the conclusion of the agreement may be passed on by the Supplier to the Customer if the performance of the agreement has not yet been completed at the time of the increase. The Customer is obliged to pay the price increase at the same time as payment of the principal or the next agreed payment term.

Article 4. Delivery time

- 4.1 All (delivery) times and (delivery) dates mentioned or agreed by the Supplier have been determined to the best of its knowledge upon the available information on the moment the Sales Agreement was concluded and is always only indicative in nature, always apply as target dates and do not bind the Supplier. The Supplier makes reasonable efforts to observe final (delivery) periods and final (delivery) dates as much as possible. The Supplier is not bound by a final or non-final (delivery) term or (completion) date that can no longer be met due to circumstances beyond its control that occurred after the conclusion of the Sales Agreement. Nor is the Supplier bound by a final or final date or delivery date or term if the parties have agreed on a change in the content or scope of the Sales Agreement or a change in the approach to the performance of the agreement. If any term is likely to be exceeded, the Supplier and the Customer will enter into consultation to discuss the consequences of the exceeding of the deadline for further planning.
- 4.2 The mere exceeding of a (delivery) term or (delivery) date stated by the Supplier or agreed between the parties or otherwise will not result in the Supplier being in default. In all cases - therefore also if the parties have expressly agreed in writing on a final (delivery) term or (delivery) date, the Supplier will only be in default due to a time being exceeded after the Customer has given it written notice of default. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the



Supplier is given the opportunity to respond adequately.

Article 5. Delivery and transfer of risk

- 5.1 Delivery takes place at the moment that the Supplier makes the Equipment available at its business location and the Supplier has indicated to the Customer that the Equipment is available to him. From that moment on, the Customer bears the risk of the goods for storage, loading, transport and unloading, among other things.
- 5.2 Notwithstanding the provisions of the previous article, the Supplier and the Customer may agree that the Supplier will arrange the transport. In that case, the risk of storage, loading, transport and unloading also rests with the Customer. The Customer can insure himself against these risks.
- 5.3 If there is a trade-in and the Customer retains the good to be exchanged pending the delivery of the new Equipment, the risk of the Equipment to be traded in, remains with the Customer until he has delivered it to the Supplier. If the Customer cannot deliver the good to be traded in, in the condition as it was at the time the Sales Agreement was concluded, the Supplier may dissolve the Sales Agreement.
- 5.4 If the Supplier fails to take the Equipment in its possession before the delivery time has expired, the Equipment will remain at the disposal of the Customer, provided full payment has been made. Uncollected items will be stored at the expense and risk of the Customer. Equipment that is not timely taken into possession and for which full payment has not been made is at the free disposal of the Supplier after observing a period of 30 days after the delivery time has expired. Any partial or down payments made will not be refunded by the Supplier and the Customer is not entitled to such refund.

Article 6. Force majeure

- 6.1 If during the execution of the Sales Agreement it appears that it cannot be enforced as a result of circumstances unknown to the Supplier or due to force majeure, the Supplier has the right to demand that the Sales Agreement will be amended in such a way that execution is possible, except when such execution is not reasonably possible due to force majeure. If the Supplier is not able to fulfill the Sales Agreement due to force majeure, the Supplier is entitled to suspend the execution of the Sales Agreement and therefore cannot be bound by any delivery time. Under such circumstances, the Customer cannot claim any right of compensation for damage, costs or interest.
- 6.2 Events of force majeure are circumstances of a factual, legal or other nature, that, whether or not foreseeable, through no fault of its own, prevent the timely performance of the Sales Agreement or render it extremely onerous. Such circumstances include strikes, puncture and / or punctuality actions and lockouts, COVID-19 or other pandemics, disruption of the internet, computer network (s) or telecommunication facilities, business shutdowns, production interruptions due to machine breakdown, disruptions in the supply of energy, and water or fire, etc., import, export and production bans and other government measures, transport barriers, failure of Lessors and auxiliary persons, all this insofar as the lessor cannot be blamed with regard to those circumstances. Also counted as force majeure will be war, danger of war, mobilization, riots, state of siege, fire, accident, extreme weather situations or illness of personnel and business disruption.
- 6.3 If a force majeure situation lasts longer than 6 months, each of the parties has the right to dissolve the agreement in writing. In that case, what has already been performed on the basis of the agreement will be settled proportionately, without the parties otherwise owing each other anything.

Article 7. Liability and indemnification

- 7.1 Without prejudice to the provisions elsewhere in these terms and conditions, the following applies:
- Supplier is not liable for indirect damage such as, but not limited to, loss of income and costs in connection with interruption, stoppage and / or restart of a business or a work or part of the business or work, oversight damage;
 - The Supplier can only be held liable for damage other than those referred to under a. in total up to a maximum of the amount for which the Supplier is insured and never more than a maximum of € 25,000 (twenty-five thousand euros).
 - The Supplier is always entitled to limit or undo the damage of the Customer as much as possible, to which the Customer will render its full cooperation.
- The under 7.1 a. and b. mentioned limits do not apply if the Customer demonstrates that the damage for which the Customer holds the Supplier liable is the result of intent or gross negligence on the part of (statutory) directors or equivalent executives of the Supplier.
- 7.2 If an event occurs, from which damage arises for the Customer or if damage is reasonably expected to arise, for which the Supplier may be held liable, the Customer must inform the Supplier with due speed, but in any event within 10 (ten) days after that event, to notify that event in writing. If the Supplier fails to give written notice in good time, his right to compensation from the relevant event will lapse.
- 7.3 All claims for compensation of damage by the Customer against the Supplier will lapse twelve months after the event that caused the damage, except insofar as it concerns damage that was reported to the Supplier in time in accordance with the provisions of the previous paragraph.
- 7.4 Conditions that limit, exclude or establish liability that can be invoked by the Customer against the Supplier in connection with the delivery of the Equipment and/or Services, by third parties, for whatever reason, can also be invoked by the Supplier against the Customer.
- 7.5 The Customer indemnifies the Supplier against all claims from third parties in connection with the Equipment delivered by the Supplier to the Customer, except insofar as the Customer demonstrates that such claims refers to damage for which the Supplier would be liable, with due observance of the provisions of 7.1 and 7.2, towards the Customer.
- 7.6 The Supplier is insured for the damage referred to in this article. A policy of this liability insurance can be requested in writing from the Supplier.
- 7.7 The Customer indemnifies the Supplier against all third-party claims due to product liability as a result of a defect in the Equipment supplied by the Customer to a third party and which also consisted of Equipment, software or other materials supplied by the Supplier, unless and insofar as Supplier proves that the damage was caused by that Equipment, software or other materials.



Article 8. Joint and several liability

- 8.1 If the Supplier consists of more than one (legal) person at any time during the term of the Sales Agreement, each of these (legal) persons are jointly and severally bound to the Supplier for the obligations arising from the Sales Agreement.

Article 9. Retention of title

- 9.1 After delivery, the Supplier remains the owner of the delivered item as long as the Customer:
- a) fails or will fail to perform its obligations under this agreement or other agreements concluded with Supplier or affiliated legal entities;
 - b) does not pay or will not pay for work performed or to be performed under such agreements;
 - c) claims arising from non-compliance with the aforementioned agreements, such as damage, fines, interest and costs, have not been paid.
- 9.2 As long as the goods delivered are subject to retention of title, the Supplier may not encumber them outside his normal business operations.
- 9.3 After the Supplier has invoked his retention of title, he may take back the delivered goods. The Customer allows the Supplier to enter the place where these items are located.
- 9.4 If the Supplier cannot invoke its retention of title because the goods delivered have been mixed, distorted or checked, the Supplier is obliged to pledge the newly formed goods to the Supplier.

Article 10. Applicable law and competent court

- 10.1 The Sales Agreement is exclusively governed by Dutch law. All disputes that arise about or as a result of the Sales Agreement, including disputes about the existence and validity of the Sales Agreement, will be settled by the competent court in the Amsterdam district.
- 10.2 The Dutch court in the Amsterdam district has jurisdiction to hear a dispute between the parties.

