



## GENERAL TERMS AND CONDITION SALE and RENTAL

Box2Trade B.V.

### Definitions

**B2T:** Box2trade B.V. Located in the Netherlands /3088EC Rotterdam – Waalhaven/ Van Maasdijkweg 5

**Agreement:** the framework or other agreement concluded between B2T and the Other Party regarding the sale, rental, lease, repair, storage, transport and any other activity or delivery performed or to be performed by B2T, as well as all of the activities or deliveries arising from that agreement or related agreements

**Party:** B2T and/or the Other Party

**Other Party:** that party that has entered into an Agreement with B2T

### Article 1 - Applicability

These general terms and conditions are applicable to all of B2T's acts, legal or otherwise, including the sale, rental, lease, repairs and transport of containers, as well as the storage of containers and the goods stored therein.

The applicability of the Other Party's general terms and conditions are explicitly dismissed.

These general terms and conditions may only be deviated with the written consent of B2T.

### Article 2 - Conclusion of a Contract

All of B2T's offers are without obligation and are valid for 14 (fourteen) calendar days after the date of the offer, when there are no other conditions confirmed in writing by B2T.

An Agreement is concluded when B2T has accepted the order or offer from the Other Party in writing, or at the time B2T receives the offer signed by the Other Party from the Other Party.



Upon the Other Party's request, B2T shall fulfill all of the modifications or additions to the order indicated in writing, provided these have been indicated to B2T in a timely manner, in its judgment, and are reasonably feasible. B2T retains the right to adjust the price agreed upon for the order mutatis mutandis.

### **Article 3 - Fulfilment of a Contract**

B2T retains the complete freedom to determine the sequence and method of fulfilment of the Agreement.

B2T is authorized at all times to engage auxiliary persons or third parties in the fulfilment of the Agreement, without being required to enter into consultation with the Other Party in advance. B2T reserves the right to allow the terms and conditions imposed upon it by these auxiliary persons or third parties to apply unimpaired to the Other Party. The Other Party accepts that these terms and conditions also apply to it and accepts that B2T is only liable for damage caused by auxiliary persons or third parties to the extent B2T has a right of recourse against these auxiliary persons or third parties. The engagement of auxiliary persons or other third parties shall not alter the rights and obligations which B2T and the Other Party have towards one another on the grounds of these general terms and conditions and the Agreement valid between them.

### **Article 4 - Prices and payment**

B2T's prices are valid for 1 (one) year. In the event of any changes in price, B2T must notify the Other Party of this in writing no later than 1 (one) month prior to the end of the aforementioned term. Upon the expiry of the first year of the Agreement, the prices shall be valid for one half year repeatedly, and B2T must notify the Other Party of any changes in price in writing no later than 1 (one) month prior to the end of the six month term. Should the Other Party refuse to agree to a change in prices, a notice period of 10 (Ten) working days applies to both parties.

With the exception of the case in which B2T requires payment in cash, B2T's invoices must be paid within 10 (Ten) days of the invoice date in the manner indicated by B2T. The payment must be executed in the currency in which the prices appear on the invoice, and without offset, discounts or suspension. The Other Party can only object to an invoice within the term of payment.



In the event the payment term is exceeded, without prejudice to B2T's other rights and without a prior notice of default being required, the Other Party shall owe the statutory interest rate for business transactions owed for the outstanding invoice amount until the time payment is executed in full. All of the unpaid invoices shall be immediately due and payable and all of the consequences of the non-performance shall become effective immediately.

All of the costs associated with payment, including the furnishing of security, shall be at the Other Party's expense.

All of the extrajudicial costs, explicitly including those costs incurred for the writing and sending of reminders, conducting settlement negotiations and other actions required for the preparation of possible legal proceedings, as well as all of the judicial costs which B2T must reasonably incur as a result of the Other Party's breach, shall be at the Other Party's expense.

Payments received from the Other Party shall serve to settle, in succession, the extrajudicial costs, judicial costs, the interest fees it owes, and then, in the order of their age, the outstanding invoices, irrespective of any other instructions issued by the Other Party.

At B2T's request, the Other Party is bound to make an advance payment or pay the full amount due prior to the performance of the Agreement within the term prescribed by B2T.

#### **Article 5 - Delivery**

In the event B2T, pursuant to the Agreement, has undertaken obligations to deliver a product or service, the term of delivery agreed upon between the parties shall commence on the day after B2T has received the order in writing or an offer from B2T signed for approval by the Other Party, and has received all of the written information necessary to the delivery. In the event B2T has requested an advance payment of full payment as described in Article 4 (last paragraph) of these general terms and conditions, the term of delivery shall commence on the day after B2T has received this payment. This provision shall apply by analogy to the sales and repair agreements as described in these general terms and conditions.

If, pursuant to the Agreement, the Other Party must purchase goods from B2T and the goods have not been purchased within 7 (seven) days of the expiry of the term of delivery, it shall owe the storage fees applied by B2T starting on the eighth day.

Storage shall take place at the risk and responsibility of the Other Party. In the event the Other Party fails to purchase the goods within 30 (thirty) days after the expiry of the term of delivery, and has not



provided notice in writing - after having received a written reminder to do so - that it will purchase the goods upon payment of the storage fees, it will be assumed that the Other Party no longer wishes to purchase the goods. This provision shall apply by analogy to the sales, repair and storage agreements as described in these general terms and conditions.

#### **Article 6 - Furnishing of security, right of pledge and right of retention**

In the event - in B2T's judgement - sound reasons exist to suspect that the Other Party will fail to fulfil its obligations to B2T, or fail to fulfil them properly or on time, the Other Party is required to, upon first request by B2T, furnish satisfactory security forthwith in a form specified by B2T for the complete fulfilment of all of its obligations, payment or otherwise, or to replace or supplement security previously furnished. Should the other party fail to obey this request within 7 (seven) days of receipt of such a request to furnish security, all of the consequences of non-fulfilment shall become effective immediately.

As security for the fulfilment of the Other Party's obligations pursuant to the Agreement, B2T retains a right of pledge and right of retention for all goods, documents and monies of which it has or shall obtain possession, regardless of the reason or purpose. If requested, B2T may replace the pledge with an equivalent form of security, exclusively at its own discretion.

#### **Article 7 - Liability**

B2T excludes every liability with the exception of those which have arisen due to intent or gross negligence on the part of its director(s) and members of the management at B2T.

B2T is not liable for damage caused by auxiliary persons and other third parties, including, among others, its subcontractors and persons it employs.

B2T excludes liability in all cases of losses due to delays and consequential losses, including, among others, loss of profit, market loss, losses suffered and costs incurred, as well as any lost orders or lost savings, damage through production or business interruptions or standstills, etc.

Any compensation B2T is to pay for damages is limited in all cases to the amount that B2T is capable of recovering from its liability insurer in this matter.

The Other Party is obligated to indemnify B2T from claims made by third parties with regard to any type of damage, occurring as a result of or in connection with actions or legal actions on the part of B2T, including the costs of legal aid, to the extent these claims exceed the liability of B2T.



After full payment of equipment which have been bought at B2T by The Other Party, B2T excludes liability in all cases for any damages at equipment during the time that The Other Party stores their equipment at the depot(s) managed by B2T or other third parties.

#### **Article 8 - Force majeure**

B2T is entitled, When there is any “force majeure” situation happens before or during the execution of the agreement with the other party, whether or not foreseeable, B2T is not able to fulfill its obligations reasonably in this circumstances under the Contract requirements, to terminate the Agreement, or to suspend its performance. In that case, the other party will not be able to claim any compensation.

As for supremacy qualifying conditions will include, but are not limited to, war, strikes like the poor or late delivery of goods by suppliers.

#### **Article 9 - Claims**

The other party must provide B2T with written notification of any defects to the items delivered by B2T pursuant to the sales, rental, lease or repair agreement within 3 (three) days of the delivery. In the event the claim involves a defect which was not visible at the time the product was first used, B2T must be notified of the claim in writing within 3 (three) days of the discovery of the defect. Should B2T not receive a claim within this period, the Other Party shall be deemed to have approved the product and may no longer invoke any rights with regard to any defect it may discover later.

#### **Article 10 - Premature termination**

Both B2T and the Other Party may terminate the Agreement with immediate effect by sending written notification to this effect by registered post to the other party as soon as one of the following events occurs:

- the other party applies for bankruptcy, is declared bankrupt, petitions for a suspension of payments, or a similar event occurs with regard to the other party or to a significant portion of its capital in a country other than the Netherlands;
- the other party remains in default to fulfil any obligation under the Agreement, notwithstanding the expiry of a term agreed to in writing of 14 (fourteen) days during which it was to fulfil this obligation;



#### **Article 11 - Dissolution**

In the event the Other Party fails to fulfil its obligations pursuant to the Agreement or that which may reasonably be expected, B2T has, in addition to the rights to which it is entitled by law and on the basis of these general terms and conditions, the right to dissolve all of the current Agreements concluded with the other party, including those with respect to which the client is not in default, in whole or in part, with immediate effect and without judicial intervention.

#### **Article 12 - Prescription and lapse of time**

Claims and defences made by the Other Party, based on facts that would justify the assertion that the work or deliveries performed by B2T do not conform to the Agreement lapse after (1) one year after the work or delivery was performed.

#### **Article 13 - Sales**

The delivery of goods by B2T is performed 'Ex Works (EXW)' to the location indicated by B2T in accordance with Incoterms 2000.

In the event the agreed upon delivery term or date of delivery has been exceeded, the Other Party must provide B2T with written notice of default and to prescribe a reasonable period in which it may deliver the goods.

#### **Article 14 - Transfer of risk**

In accordance of the Incoterms 2000, the Other Party shall bear the risk for the goods starting at the time they are delivered to the Other Party.

In the event B2T is unable to deliver the goods to the Other Party on the delivery date due to circumstances which are attributable to the Other Party, the risk shall nonetheless pass to the Other Party on the date of delivery.



#### **Article 15 - Retention of title**

The delivery of goods sold by B2T shall occur under the suspensive condition that the Other Party has settled all of B2T's claims with respect to the goods delivered or to be delivered, and/or with regard to failure on the part of the Other Party in the fulfilment, integral and including interest and charges.

The Other Party is not entitled to encumber, dispose of or make available to third parties the goods delivered under retention of title without prior written permission from B2T.

The Other Party is obligated to insure and continue to insure all of the goods upon which a right to retention of title rests for loss, theft, and damage. The Other Party shall transfer any claims arising from the insurance to B2T on first demand from B2T.

If the Other Party has failed to satisfy any payment requirement with respect to B2T in a timely manner, petitions for or obtains a temporary suspension of payments, or is declared bankrupt, the Other Party is required to deliver the goods to B2T on first demand, or to a third party designated by B2T.

#### **Article 16 - Liability rental and Lease**

Both in the case of receipt of the goods by or on behalf of the Other Party, as well as in the event of the return thereof to B2T, a report shall be drawn up and signed by or on behalf of the Other Party which describes the condition in which the goods were found. Any evidence to the contrary of the observations contained in this report is excluded.

From the time of receipt to the return delivery of the goods to B2T, the Other Party shall bear the risk for the retention of the goods and is liable for any damage or decrease in value caused to the goods. The Other Party is not liable for damages which have arisen as a result of the normal wear and tear of the goods.

In the event the goods are damaged in the period that the Other Party bore the risk of the retention of the goods, the Other Party is required to compensate B2T for the damage which has arisen, including any rental income lost during the period necessary for repairs.



### **Article 17 - Return deliveries**

In addition to its obligation to return the goods to B2T in the same condition in which they were received pursuant to Article 24, the Other Party is also required to return the goods in a clean state. Should it remain in default in this regard, it shall bear the costs of cleaning.

### **Article 18 - Other party's insurance**

The Other Party must conclude an insurance policy at its own risk and expense which provides sufficient coverage for its liability and that of B2T for all damage occurring from or as a result of the use of the goods. The insurance policy must also provide coverage against fire damage and consequential loss.

In the event the aforementioned damage occurs, the Other Party is required to transfer its claim on the insurer to B2T.

### **Article 19 - Repairs**

Goods repaired by B2T shall be delivered to the Other Party at the location where the repairs were performed.

Approximate repair periods shall be agreed upon, assuming that no unforeseen circumstances occur and that the materials necessary for the repair work will be available to B2T on time.

After the expiry of the agreed upon repair period or repair date, the Other Party must provide B2T with written notice of default and to prescribe a reasonable period in which it may deliver the repaired goods.

B2T is only liable for damage arising from the term of delivery or delivery date which has been agreed upon in writing being exceeded, if the reason this term has been exceeded may be attributed to it. B2T's liability on the grounds of this article is limited to 10% of the agreed upon price.

In the event the goods are stored prior to, during and after the completion of the work, the provisions of these terms and conditions apply.





## **Article 20 - Liability during repairs**

B2T is in no way liable for damage caused by work which has been performed or materials which have been applied on the instructions of the Other Party.

The Other Party must indemnify B2T from any damage resulting from visible and invisible remainders of a shipment still present in the container to be repaired. Notwithstanding the above, the Other Party is obligated to notify B2T as soon as it suspects the presence of harmful remainders.

## **Article 21 - Guarantee**

B2T guarantees that the work it is to perform conforms to the description contained in the offer or order confirmation to the extent that B2T was free to determine the work it was to perform and determined the construction and the necessary materials itself. No guarantees will be given for emergency or temporary repairs nor will they be given in cases in which the parties agree to utilise used materials or spare parts for the repair work.

In the event of any defects, the Other Party must provide B2T with the opportunity to repair these defects within a reasonable period.

In the event the guarantee is invoked, B2T is required to do one of the following, at its discretion:

- to repair the defects at no charge, or
- in the event repair is not possible or is not in proportion to the originally agreed upon repair price, credit the invoice for the original work.

The Other Party may not make a claim under the guarantee in the event it has failed to fulfil its obligations pursuant to the Agreement.

## **Article 22 - Storage**

The Other Party is obligated to provide B2T with the accurate and complete written description of the goods to be stored, including the value, the number of packages, the gross weight and furthermore all of the details of such a nature that if B2T had been notified of the actual nature of the goods, it would have not concluded the Agreement or would not have concluded it under the same terms and conditions.



Should the Other Party remain in default to fulfil the obligations specified in this article, it will then be responsible for the costs and liable for any damage arising as a result.

#### **Article 23 - Delivery of goods**

Unless otherwise indicated, goods shall be delivered in good condition, and if packaged, must be delivered packaged to B2T, the failure of which to do so shall not render B2T liable for any resulting damage.

#### **Article 24 - Location of storage, relocation**

B2T is free in its choice of storage location and is authorised at all times to move the goods to another storage location, provided it notifies the Other Party of this relocation.

#### **Article 25 - Access to the goods**

Access may only be granted during normal working hours and under the supervision of B2T. The Other Party must adhere at all times to the regulations valid at the location and any other regulations, safety or otherwise, prescribed by B2T.

#### **Article 26 - Insurance**

Apart from the fact that B2T is entitled at all times to reject a request for insurance, the ultimate acceptance or rejection of the risk presented lies with its insurer.

Should B2T conclude insurance at the Other Party's request, this shall always be at the risk and expense of the latter.



#### **Article 27 - Destruction**

In the event the goods are destroyed by fire, storm or another cause while in storage which may not reasonably be attributed to B2T, the Other Party shall owe the agreed upon storage fee up to the date the destruction occurred.

#### **Article 28 - Repossession**

The Other Party may repossess the goods in exchange for payment which it still has outstanding to B2T pursuant to the Agreement.

In the event a fixed storage period has not been agreed upon, B2T may demand that the repossession be subject to a notice period of 1 (one) month.

If the Other Party fails to fulfil its obligations under the Agreement, or in the event another circumstance arises by which B2T may not reasonably be expected to continue to store the goods for the Other Party, the Other Party is required to retrieve the goods from B2T on first demand.

#### **Article 29 - Public sale**

In the event the Other Party fails to retrieve the goods within 7 (seven) days of the expiry of the term of storage, as provided for in Article 36, it will continue to owe the agreed upon storage fee and the storage will then be entirely at the Other Party's responsibility and risk. In the event the Other Party fails to retrieve the goods within 30 (thirty) days after the expiry of the term of storage, and has not provided notice in writing - after having received a written reminder to do so - that it still plans to retrieve the goods upon payment of the storage fees, it will be assumed that the Other Party no longer wishes to retrieve the goods.

In the event of a situation as described in paragraph 1, B2T is authorized to sell the goods through a public sale. After deducting all of the costs and claims upon the Other Party, B2T will keep the proceeds from the sale at the Other Party's disposal for 1 (one) year. In the event the remaining amount is not claimed, B2T will deposit this with the Consignment Office.



If, after reasonable attempts to do so, B2T has been unsuccessful in finding a buyer, or the costs of the sale would exceed the proceeds, B2T is authorized to destroy the goods or have this done. In that case, the Other Party shall owe B2T the costs of destruction in addition to any other amounts it owes pursuant to the Agreement.

### **Article 31 - Transfer of ownership**

The Other Party is obligated to notify B2T immediately in writing of any transfer of ownership or transfer of the goods, or of any transfer or devolution of the right to deliver the goods.

The transfer or devolution has no legal consequences with respect to B2T until the newly entitled party has accepted the provisions of the Agreement and these general terms and conditions in writing.

After the transfer or devolution, the Other Party shall remain liable to B2T for all of B2T's claims pursuant to the Agreement. In the event the newly entitled party has accepted the provisions from the Agreement and these general terms and conditions, in addition to the Other Party, it is also jointly and severally liable for B2T's claims pursuant to the Agreement, to the extent these arose prior to the transfer or devolution.

### **Article 32 - Partial nullity**

In the event any of the provisions of these general terms and conditions or the Agreement shall become invalid, unlawful, non-binding or not feasible in whole or in part, the remaining provisions in these general terms and conditions or the Agreement shall remain in force. The parties shall do everything in their power to reach an agreement regarding a new provision which deviates as little as possible from the invalid, unlawful, non-binding or not feasible provision, taking into consideration the content and the objective of these general terms and conditions or the Agreement.



### **Article 33 - Applicable law and competent court**

The laws of the Netherlands apply to all of the legal relationships between B2T and the Other Party.

Without prejudice to conventional law provisions and that provided for these terms and conditions, the competent court in Rotterdam has the exclusive jurisdiction to take cognizance of all of the disputes that may arise between B2T and the Other Party arising out of or in connection with the Agreement or performance thereof, as well as in connection with these general terms and conditions.

### **Article 34 - Prevalence of Dutch text**

The Dutch text of these general terms and conditions shall prevail above any translation thereof.