

The structure of these General Terms and Conditions is layered. The first section (I) is a general section that applies to all work performed by Logistic Force. This is followed by the terms and conditions that apply in addition to the general section to the following activities: (II) hiring personnel in and out (III) recruitment and selection.

I. GENERAL SECTION

This section of the General Terms and Conditions applies to all activities, quotations, contracts, assignments and services of Logistic Force.

1. DEFINITIONS

1.1. In these General Terms and Conditions, the following terms are understood to mean the following:

- **Logistic Force:** the private limited liability company Logistic Force Service Center B.V. and / or the private limited liability company LF Transport B.V. and / or the private limited liability company Worktrans Dienstverlening B.V. and / or the private limited liability company Workbus Dienstverlening B.V. and / or the private limited liability company Wiver Logistiek B.V.;
- **Client:** the natural person or legal entity and their representative and / or holder of power of attorney and / or heir and / or legal or other successor who has or will enter into a contract with Logistic Force;
- **Assignment:** the contract between Logistic Force and the Client;
- **Parties:** Logistic Force and the Client or Clients who have entered into a contract;
- **Candidate:** any natural person who is nominated by Logistic Force to perform work for the Client or Clients, or who is involved in the recruitment and selection activities of Logistic Force for the benefit of the Client or Clients.

2. APPLICABILITY

- 2.1. These General Terms and Conditions apply to all offers and quotations from, assignments issued to and contracts – including renewals thereof – with Logistic Force, regardless of the specific activities and/or work to which these relate.
- 2.2. The applicability of any general or other terms and conditions used by the Client is expressly rejected. Deviating provisions of the Client only apply if and to the extent that these have been explicitly accepted by Logistic Force in writing.
- 2.3. The provisions of these General Terms and Conditions may only be deviated from in writing, in which case the other provisions of these General Terms and Conditions will remain applicable in full.

3. OFFERS, QUOTATIONS AND FORMATION OF ASSIGNMENT

- 3.1. All oral or written offers and quotations issued by Logistic Force, including in electronic form, are without obligation, are non-binding and apply for 30 days, unless the offer or quotation states a different term. The acceptance of an offer or quotation is only valid if this takes place within the stipulated term. In the event of acceptance by the Client, the acceptance only becomes valid after Logistic Force has confirmed the acceptance in writing. Logistic Force may revoke offers and quotations due to changed circumstances until five (5) days after receipt of the Client's acceptance message.
- 3.2. Logistic Force is not liable for errors in the offers or quotations. The Client is responsible for the information provided by it, or any lack of clarity therein, on which the offers and quotation are based. The Client also guarantees that it has provided all essential and correct information to the best of its knowledge.
- 3.3. The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies,

as well as any costs to be incurred in the context of the Assignment, including shipping and handling and administration costs, unless indicated otherwise.

- 3.4.** The Client will ensure that all data which Logistic Force indicates are necessary or which the Client should reasonably understand are necessary for the performance of the Assignment are provided to Logistic Force in a timely manner, absent which Logistic Force may suspend performance of the Assignment.

4. INVOICING AND PAYMENT

- 4.1.** All prices are in euros and exclusive of VAT and other government levies imposed specifically for the work. Costs to be charged by Logistic Force are increased by statutory turnover tax.
- 4.2.** Logistic Force has the right to adjust its prices and rates.
- 4.3.** Logistic Force's invoices are to be paid by transfer to a bank account to be designated by Logistic Force, without any discount or set-off. The time when payments are credited is decisive in respect of the payment period. Logistic Force applies a payment term of 14 days.
- 4.4.** The payment term is a deadline within the meaning of Article 6:83(a) of the Dutch Civil Code (below: DCC). If payments are not made or not made in full and/or not made when due, the Client will be in default by operation of law. In the event of default, the Client will owe contractual interest in the amount of 1.5% per calendar month from the due date of the invoice until the date of payment in full, in which respect a part of the month will be considered a full month. If the Client is in default, Logistic Force's obligations will be suspended immediately until the amounts due, including all costs, have been paid.
- 4.5.** Complaints within the meaning of Article 6:89 DCC must be submitted to Logistic Force in writing within two (2) weeks after the date of the invoice, failing which the Client will forfeit its rights in this regard. A complaint does not affect the Client's payment obligation.
- 4.6.** Clients acting in the course of a profession or business owe extrajudicial collection costs at the time they enter into default. Clients acting as consumers do not owe extrajudicial collection costs until payment has been demanded within a term of fourteen (14) days to no avail. The extrajudicial collection costs are calculated based on the BGK-Integraal 2013 report.
- 4.7.** All legal costs to be incurred will be borne by the Client who is in default. Legal costs include all costs of legal assistance and representation actually incurred during legal proceedings that exceed court-approved scale of costs.
- 4.8.** If the Client does not cancel the assignment in time or prematurely terminates the assignment, Logistic Force must be compensated in full for all costs it has already incurred.
- 4.9.** The Client is not entitled to set off any claims in respect of Logistic Force against Logistic Force's claims in respect of the Client, nor to suspend any payment obligation in respect of Logistic Force on that basis.
- 4.10.** At Logistic Force's first request, the Customer will always provide adequate security for all that which is already owed or will be owed to Logistic Force under the Assignment.
- 4.11.** If the Assignment is entered into with more than one Client belonging to the same group of companies, all Clients will be jointly and severally liable for performance of the obligations based on this article, regardless of the name to which the invoice is addressed.

5. CONFIDENTIALITY

- 5.1.** The Parties undertake to observe confidentiality with regard to any information obtained in the context of the Assignment which they could suspect to be confidential. Logistic Force has also imposed this duty of confidentiality on its employees. The Client is required to do the same in respect of its employees and/or third parties engaged by it.
- 5.2.** Logistic Force may make public statements about the work performed in the context of the Assignment with due observance of paragraph 1 of this article. Logistic Force does not require the Client's prior approval to do so.
- 5.3.** The Client must observe confidentiality in respect of data regarding Logistic Force's employees, will process

such data in accordance with statutory privacy regulations and may not transfer such data to third parties.

- 5.4.** In the event of a violation of the provisions of paragraph 1 and/or 3, the Client will incur an immediately due and payable penalty, with no warning or notice of default being required, of EUR 5,000 per violation and an amount of EUR 5,000 for each day or part thereof that the violation continues, without prejudice to Logistic Force's right to claim full compensation instead of the penalty.

6. TERMINATION, SUSPENSION OF PERFORMANCE AND COMPENSATION

- 6.1.** Claims against the Client will become immediately due and payable if Logistic Force becomes aware of circumstances giving rise to a reasonable fear that the Client will not or is unable to fulfil its obligations, if the Client fails to fulfil any obligation under the Assignment and/or these General Terms and Conditions, if the Client, despite Logistic Force's request to do so, fails to provide adequate security for the fulfilment of the Assignment, if the Client dies, if all or part of the Client's company is to be sold, shut down or terminated, if the Client is granted a suspension of payments or is declared bankrupt, or if the Client is placed under guardianship or its company is wound up.
- 6.2.** In the cases as referred to in paragraph 1 of this article, Logistic Force is entitled, with no notice of default or judicial intervention being required, to choose either to terminate the Assignment in whole or in part by means of a written notification to the Client, without Logistic Force being liable to pay any compensation and without prejudice to any of its further rights, or to suspend performance of the Assignment, all subject to the Client's obligation to compensate Logistic Force for any loss or damage incurred as a result, including the amount to be invoiced in connection with the Assignment and loss of profit.

7. LIABILITY

- 7.1.** Logistic Force is never obliged to compensate loss or damage suffered directly or indirectly resulting from or caused by the services or goods provided or defects therein, or caused by incorrect advice given, except in the event of intent or gross negligence on the part of Logistic Force.
- 7.2.** In all cases, any liability on the part of Logistic Force for indirect loss or damage, including trading loss, business interruption or any other consequential loss regardless the cause, including harm to reputation, loss of turnover, loss of profit and delays in the production and/or delivery of goods and services, is expressly excluded.
- 7.3.** Logistic Force's liability per event is limited in any event to the amount paid under the cover of the liability insurance taken out by Logistic Force. If and in so far as no payment is made under the aforementioned insurance, for whatever reason, or if no insurance has been taken out, any liability of Logistic Force will be limited to the amount of the invoice value of the services rendered and/or goods supplied in the context of the Assignment. In the event of a continuing performance contract (Assignment), the total liability will be limited to the proportional invoice value over the three months preceding the occurrence of the event causing the damage.
- 7.4.** Logistic Force is not liable for damage or loss suffered by the Client or third parties engaged by the Client caused by Logistic Force's employees or employees of third parties engaged by Logistic Force, regardless of the cause of the damage or loss.
- 7.5.** Logistic Force gives advice to the best of its abilities. Logistic Force does not guarantee that a desired outcome will be achieved at a certain time.
- 7.6.** The Client indemnifies Logistic Force against all claims from third parties regarding damage or loss as a result of incorrect and incomplete information provided to Logistic Force by the Client, and/or against all other claims from third parties that relate or could relate, either directly or indirectly, to Logistic Force's mediation.
- 7.7.** If materials and/or tools and/or equipment are used in the performance of the Assignment that belong to the Client or a Candidate, the Client will ensure that such are available without defects and in good condition. The Client will also provide for sufficient insurance in this regard. Logistic Force is not liable for

direct or indirect damage or loss caused by, or as a result of, the use of such materials and/or tools and/or equipment.

- 7.8.** If the Client transfers the risks attached to any work or Assignment to third parties through insurance, the Client will be obliged to indemnify Logistic Force against recourse by third parties, failing which any claims against Logistic Force will lapse.
- 7.9.** Before Logistic Force can be held liable, the Client is required to give Logistic Force the opportunity to correct any error made in the performance of the Assignment within a reasonable period of time at its own expense, failing which any claims against Logistic Force will lapse.
- 7.10.** The Client's right to hold Logistic Force liable lapses one year after the event causing the damage or loss occurred.
- 7.11.** The Client will take out adequate insurance against liability on the basis of the provisions of these terms and conditions. At Logistic Force's request, the Client will provide proof of the insurance.

8. FORCE MAJEURE

- 8.1.** If Logistic Force is prevented from performing or continuing to perform the Assignment as a result of force majeure of a permanent or temporary nature, it will be entitled to terminate the Assignment in full or in part without any obligation to pay compensation, by means of a written notification to that effect and without judicial intervention, without prejudice to Logistic Force's right to payment by the Client for what Logistic Force has already supplied or performed before the situation of force majeure occurred, or Logistic Force will be entitled to suspend further performance of the Assignment for the duration of the force majeure. If Logistic Force chooses the suspension option, it will continue to be entitled to terminate the Assignment, in full or in part, if the situation of force majeure persists.
- 8.2.** Force majeure includes all circumstances as a result of which Logistic Force is temporarily or permanently unable to fulfil its obligations under the Assignment, including but not limited to: war, threat of war, terrorism, riots, strikes, fire, water damage, adverse weather conditions, flooding, traffic obstructions, accident or illness of personnel, business interruption, legal provisions, problems unforeseen by Logistic Force and any other circumstances not exclusively dependent on Logistic Force's will.
- 8.3.** Logistic Force is also entitled to invoke force majeure if the circumstance that hinders any further performance commences after Logistic Force should have performed its obligation.

9. PRIVACY

- 9.1.** In the context of the Assignment or other contracts, personal data, especially of Candidates and employees, are regularly exchanged. The Client and Logistic Force are required to treat these data as confidential in accordance with relevant laws and regulations. The Client will not request data from Logistic Force that Logistic Force may not provide pursuant to applicable laws and regulations. The Client is responsible for the further processing of data provided to it by Logistic Force.
- 9.2.** The Client is responsible for ensuring that personal data will only be provided to Logistic Force if and in so far as the Client is entitled to do so and has the consent that may be required from the persons concerned.
- 9.3.** The Client indemnifies Logistic Force against all claims from Candidates, employees and staff of the Client and other third parties against Logistic Force in connection with a violation by the Client of the provisions of this article and, as result, will compensate any costs related thereto incurred by Logistic Force.

10. RETENTION OF TITLE

- 10.1.** Logistic Force retains the title to all goods delivered and to be delivered until the Client has paid all its debts in respect of the goods delivered and to be delivered, including the debts as a result of a failure to perform one or more of the Assignments.
- 10.2.** If the Client fails to comply with any obligation, Logistic Force will be entitled to disassemble and/or retrieve the goods belonging to Logistic Force at the Client's expense and/or to have such retrieved from

the location where these are located. The Client hereby gives Logistic Force or third parties designated by it unconditional and irrevocable permission in advance to enter all locations where Logistic Force's property is located and to retrieve such goods.

- 10.3.** All intellectual property rights that can be exercised in respect of offers, quotations and Assignments and the images, designs, drawings, sketches, models and the like provided by Logistic Force and products to be delivered by Logistic Force, and the manufacture thereof, remain vested in Logistic Force. If establishing these rights requires any action by the Client, the Client undertakes to unconditionally cooperate in that regard.
- 10.4.** Goods not yet paid for and all goods subject to Logistic Force's retention of title are not eligible to pledge or transfer of ownership. The Client is required to store the goods provided by Logistic Force subject to retention of title with due care and recognisable as belonging to Logistic Force, failing which the Client will be required compensate Logistic Force for the ensuing damage.
- 10.5.** The documents referred to in this Article will remain the property of Logistic Force, even if costs were charged for them, and neither the Client nor third parties may copy or duplicate such or make such available or allow such to be inspected by third parties, either in full or in part, without written permission from Logistic Force. Upon request, the aforementioned documents must be sent back immediately.
- 10.6.** The Client is required to insure the goods against fire, explosion and water damage as well as theft for the duration of the retention of title, and to make the policies of these insurances available for inspection by Logistic Force. As soon as Logistic Force desires such, the Client will pledge all its claims against the insurers under the aforementioned insurance policies to Logistic Force as additional security for Logistic Force's claims against the Client.
- 10.7.** If third parties levy attachment against or establish or exercise rights in respect of the goods subject to retention of title, the Client will be obliged to notify Logistic Force of this as soon as may be reasonably expected.
- 10.8.** If Logistic Force must retrieve goods pursuant to this article, the value of these goods will be deducted from the outstanding invoice amounts to be paid by Client. Logistic Force has the right to determine the value of the goods at the time of retrieval and in doing so will apply the market value of the goods at that time as the starting point.

11. MISCELLANEOUS

- 11.1.** Logistic Force reserves the right to amend these General Terms and Conditions. Amendments will apply as soon as Logistic Force has informed the Client of such.
- 11.2.** If one or more provisions of these General Terms and Conditions are null and void or voidable, any Assignments, other contracts and the remainder of these General Terms and Conditions will remain applicable in full. Any provisions that are not valid or that cannot be applied pursuant to the law will be replaced by provisions that reflect the purport of the provisions that are to be replaced as much as possible.
- 11.3.** Logistic Force is entitled to assign its rights and obligations pursuant to any Assignments, any other contracts and these terms and condition to a third party. Unless agreed otherwise in writing, the Client may not assign its rights pursuant to any Assignments, any other contracts or these terms and condition to a third party.
- 11.4.** In the event of special circumstances, unforeseen or otherwise, such as developments in legislation and regulations and/or in the collective labour agreement, Logistic Force will be entitled to amend or terminate any Assignments with immediate effect if the special circumstances mean that Logistic Force cannot reasonably be required to continue the Assignment and/or any other contracts under the same conditions.

12. DISPUTES, APPLICABLE LAW AND CHOICE OF FORUM

- 12.1.** The legal relationship between Logistic Force and the Client is exclusively governed by Dutch law.
- 12.2.** All disputes arising between the Parties from offers, quotations and/or Assignments, by any name

whatsoever, will be submitted to the civil court that has jurisdiction in the place of Logistic Force's registered office, unless statutory provisions dictate otherwise.

II. HIRING IN AND OUT

This section of the General Terms and Conditions apply in addition to the provisions of the general section above to work performed by Logistic Force regarding the hiring in and out of workers.

13. TERMS AND CONDITIONS OF THE DUTCH ASSOCIATION OF INTERMEDIARY ORGANIZATIONS AND TEMPORARY EMPLOYMENT AGENCIES

- 13.1.** The current and future general terms and conditions of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (Nederlandse Bond van Bemiddelings- en Uitzendondernemingen) apply to the hiring in and out of workers / the assignment of temp agency workers by Logistic Force to the Client.

III. RECRUITMENT & SELECTION

This section of the General Terms and Conditions apply in addition to the provisions of the general section above to work performed by Logistic Force regarding recruitment and selection.

14. ASSIGNMENT

- 14.1.** In so far as reasonably possible, Logistic Force will record the Client's vacancy in the Assignment in the form of a job description or otherwise. Examples include the inclusion of the substance of the position, the profile of the desired Candidate (including knowledge and skills), and the evaluation criteria on the basis of which the selection will be made.
- 14.2.** Logistic Force will endeavour to propose one or more Candidates. Deadlines within which an Assignment should be fulfilled will always be considered indicative. Logistic Force will not have failed in respect of the Client and will not be required to compensate any damage or costs to the Client if Logistic Force does not propose a Candidate, or does not do so on time, for any reason whatsoever.
- 14.3.** The Client will provide to Logistic Force all data reasonably required for the recruitment and selection assignment in a timely manner. Logistic Force is not responsible for the information to be provided by the Client. Logistic Force assumes that the information received is correct and complete. Logistic Force also assumes that the information and data received from the Candidate or from references are correct and complete. Logistic Force itself does not guarantee the correctness and completeness thereof.
- 14.4.** The Client is obliged to treat the Candidate nominated by logistic Force and the information and/or written documents provided with this nomination in a correct and careful manner. This also entails that the Client is required to submit a written account of this to Logistic Force within five days after the candidate has been nominated or the initial meeting has taken place.
- 14.5.** The Client may not disclose / provide data regarding Candidates proposed by Logistic Force to third parties without Logistic Force's prior written consent.
- 14.6.** Logistic Force is entitled to use the Client's trade name and logo/brand free of charge when recruiting Candidates for the Client.
- 14.7.** An Assignment ends at the time of a placement or at the time that one of the Parties terminates or withdraws the Assignment.

15. SELECTION OF CANDIDATE

- 15.1.** The Candidate is a natural person recruited and selected by Logistic Force for the benefit of the Client on the basis of the Assignment.
- 15.2.** Logistic Force has complete discretion regarding the manner in which it selects the Candidate to be proposed to the Client. In that context, Logistic Force is not required to request personal and business references from the Candidate in order to collect information about the Candidate's employment history and/or personal history, nor will Logistic Force actively collect any information regarding the Candidate's past incapacity for work and/or current health condition.
- 15.3.** The Client is responsible for its ultimate choice of Candidate.
- 15.4.** During the conclusion and performance of the Assignment or any other contracts, the Client and Logistic Force will only impose and take into consideration requirements that are relevant for the position. The Client and Logistic Force will not make prohibited distinctions on the basis of religion, belief, political affiliation, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age, or any other ground.

16. COSTS

- 16.1.** If the Client has come into contact with a Candidate through Logistic Force in any way whatsoever (for example, but not exclusively, when Logistic Force has recommended the Candidate to the Client) and the Client or a third party affiliated with it enters into an employment relationship with the Candidate within twelve (12) months after the contact was established, the Client will be deemed to have entered into an Assignment for recruitment and selection with Logistic Force and the Client will owe a recruitment fee to Logistic Force. The recruitment and/or selection process costs the Client owes to Logistic Force will be calculated based on the agreement between the Parties, and if there is no such agreement, the Client will owe Logistic Force a reasonable fee.
- 16.2.** If multiple pre-selected Candidates enter the employment of the Client, the Client will be required to pay the recruitment fee for each Candidate hired.
- 16.3.** In addition to the fee owed, the Client will also be invoiced for any other costs which Logistic Force incurs on the Client's behalf. For example, all expenses incurred by Logistic Force in performing the Assignment (such as advertising costs and the Candidate's travel and accommodation costs) will be charged to the Client separately.
- 16.4.** Invoicing will take place after the Candidate has accepted the employment relationship / contract. The term of payment of the invoices sent by Logistic Force is fourteen (14) days after the invoice date. The recruitment fee must be paid no later than on the day prior to the Candidate's first day of work.

17. CANCELLATION OR CHANGES

- 17.1.** If the Client cancels the Assignment prematurely or changes essential features of the Assignment, costs already owed such as advertising costs or the Candidate's start fee or travel and accommodation costs will always be charged to the Client. Changing essential features of an Assignment is understood to mean changing elements of the Assignment given to Logistic Force to such an extent that in Logistic Force's opinion, this results in a new Assignment.

18. LIABILITY

- 18.1.** Before entering into an employment or other contract with the Candidate, the Client is obliged to form an independent opinion on the Candidate's suitability. Logistic Force will observe due care prior to and during the selection, but this does not discharge the Client from its own obligation to investigate. Logistic Force therefore is not liable in any way for damage or loss related to the deployment of the Candidate or employees that prove not to meet expectations, or if the Client entered into an employment or other

contract with the Candidate based on incorrect or incomplete information.

- 18.2.** Logistic Force is not liable in any way for damage or loss that the Client or third parties may suffer as a result of the Candidate's negligence or misconduct during the selection process or after an employment or other contract has been entered into with the Candidate in question.
- 18.3.** The Client indemnifies Logistic Force against all claims from third parties that are or could be related, directly or indirectly, to the Logistic Force's mediation.
- 18.4.** Logistic Force's liability per event is limited in any event to the amount paid out under the cover of the liability insurance taken out by Logistic Force. If and in so far as no payment is made under the aforementioned insurance, for any reason whatsoever, or if no insurance has been taken out, any liability of Logistic Force will be limited to the fee which Logistic force will charge the Client for the relevant Assignment from which the liability ensues.
- 18.5.** Logistic Force's liability for indirect loss, including lost profits, lost savings, loss due to business interruption, penalties, loss due to the loss of or damage to data or reputational damage, is excluded in all cases.
- 18.6.** If a vehicle is used in the performance of the Assignment that belongs to the Client, the Client will ensure that this vehicle can be used without defects and in good condition. The Client must also take out suitable and adequate insurance for that vehicle and suitable and adequate passenger insurance. Logistic Force is not liable for direct or indirect damage or loss caused by, or as a result of, the vehicle.

End of Logistic Force's General Terms and Conditions