



GENERAL TERMS AND CONDITIONS

of the private limited company **VORKHEFTRUCKVERHUURBEDRIJF "VITESSE" B.V.**

having its registered office in Rotterdam, registered at the Chamber of Commerce on August 19, 2019, with number 24101198. VAT number: NL0018.49.190.B01.

A. GENERAL SECTION (APPLICABLE TO GOODS, SERVICES AND LEASING)

Article 1 Definitions

1.1 In these General Terms and Conditions, the following definitions apply:

- **Customer:** any natural person or legal entity or partnership that is a party to or involved in a legal or other act referred to in article 2.1 or in respect of whom a legal or other act as referred to in that article is performed;
- **General Terms and Conditions:** these general terms and conditions of sale, delivery, service and leasing;
- **Vitesse:** Vorkheftruckverhuurbedrijf "Vitesse" B.V.;
- **Customer:** any natural person or legal entity or partnership that is a party to or involved in a legal or other act referred to in article 2.1 or in respect of whom a legal or other act as referred to in that article is performed;
- **Products:** all the products delivered and to be delivered by Vitesse;
- **Services:** all the services to be provided by Vitesse within the context of its business activities, including but not limited to the services described in part C of these General Terms and Conditions;
- **Long Term Lease:** an agreement for the lease of products concluded for a period of 24 months or longer;
- **Short Term Rental:** an agreement for the lease of products concluded for a period from 1 day to maximum 24 months;
- **Rental:** Short Term Lease or Long Term Lease;
- **Order:** an order or assignment placed by the Customer with Vitesse for the delivery of a Product or the performance of Services or Leasing;
- **Consequential Damage:** indirect damage that is not the direct result of the event that caused the damage, including but not limited to loss of profit and sales, personal injury, damage to the Customer's property other than the Product that constitutes the subject of the agreement with Vitesse, environmental damage and immaterial damage.

Article 2 Applicability

- 2.1 These General Terms and Conditions apply to any proposal, offer and agreement between Vitesse and the Customer to the extent the parties do not deviate from these General Terms and Conditions in writing.
- 2.2 Proposals or offers made by Vitesse or agreements concluded with Vitesse are not subject to general or other conditions applied by parties other than Vitesse, unless Vitesse has declared in writing that it agrees to the applicability of those conditions. Such agreement does not entail that (general) conditions other than Vitesse's also apply to other offers and agreements between Vitesse and the Customer.
- 2.3 Acceptance of the General Terms and Conditions means that the Customer also agrees to the applicability of these General Terms and Conditions to all future agreements between Vitesse and the Customer and to all proposals and offers from Vitesse.

- 2.4 The following ranking will apply in case of inconsistencies between the provisions of the proposal/offer, the order confirmation and/or the agreement:
1. the agreement;
 2. the order confirmation;
 3. the proposal/offer;
 4. these General Terms and Conditions.
- 2.5 These General Terms and Conditions were originally drafted in the Dutch language. In case of conflict between the Dutch version of these general terms and conditions and any translation thereof, the Dutch version of these general terms and conditions will prevail.

Article 3 Proposals; formation of the agreement

- 3.1 Proposals and offers made by Vitesse are without obligation and do not bind it, unless indicated otherwise.
- 3.2 In the event a proposal or offer from Vitesse consists of a combined quotation, such will not mean that Vitesse can be obliged to deliver part of the Products, Services and/or Leasing included in the proposal or offer against a proportionate part of the price quoted, nor does the relevant proposal or offer apply automatically to repeat orders/additional Services/Leasing. If the Customer wishes repeat orders or additional Services/Leasing, these will also be charged separately.
- 3.3 The content of (digital) price lists, brochures, catalogues, printed materials and the like, and images, drawings, statements of dimensions and weights and the like do not bind Vitesse and can never be considered to be an exact representation of what is offered by Vitesse or what Vitesse is obliged to deliver, unless the agreement refers expressly to that content. Any quotation by Vitesse replaces the previous one.
- 3.4 Unless indicated otherwise in writing by Vitesse, all offers are based on performance of the agreement in normal circumstances and during normal working hours.
- 3.5 Agreements between Vitesse and the Customer are formed if and as soon as Vitesse has sent a written confirmation of the Order to the Customer, whereby the date of that confirmation is decisive, or an (advance) invoice whereby the date of the (advance) invoice is decisive, or - if this moment is sooner - if Vitesse started performance of the Customer's Order. The confirmation of the Order or the (advance) invoice is deemed to represent the entire agreement, including the applicability of these General Terms and Conditions.
- 3.6 Regarding activities in respect of which Vitesse does not send the Customer an offer or Order confirmation in view of the nature and scope of the activities, the invoice will also be considered to be an Order confirmation, whereby that invoice is considered to represent the agreement correctly and fully.
- 3.7 Oral commitments by and arrangements with Vitesse employees or subordinates, insofar as these have not been granted power of attorney, do not bind Vitesse until after and insofar as they have been confirmed in writing by a person from Vitesse with decision-making powers.
- 3.8 Any agreement formed between Vitesse and the Customer in accordance with article 3.5 constitutes a separate agreement between Vitesse and the Customer.
- 3.9 The provisions of Article 6:227b paragraph 1 and 6:227c of the Dutch Civil Code are excluded with respect to agreements that are concluded via the Vitesse website.

- 3.10 If Vitesse considers such necessary or desirable, it will have the right to engage third parties in the performance of the agreement. The costs of these third parties will be charged to the Customer in accordance with the proposal/offer that was provided. In connection thereof, Vitesse will consult with the Customer if possible and/or necessary.

Article 4 Prices

- 4.1 Unless otherwise agreed in writing, the prices stated in (digital) Vitesse price lists are valid on the day of delivery.
- 4.2 Unless otherwise agreed in writing, all prices are stated in euros, exclusive of VAT, other taxes and levies, transport costs and insurance costs, and for Products based on delivery ex works at the place of delivery agreed between the parties, Incoterms® 2010.
- 4.3 If (i) the Customer provided to Vitesse incorrect information and/or (ii) a change is made to the design or specifications of the Product, Vitesse will have the right to increase the price also after the agreement has been formed.
- 4.4 In the event Vitesse's costs of the performance of the agreement increase because the price of relevant costs factors such as wages, social and other insurance premiums, materials, the value of foreign currency and the like have increased after the moment of Vitesse's last quotation/offer, Vitesse will have the right with respect to Products not yet delivered or Services not yet provided, to additionally charge those higher costs by means of a price adjustment also after the agreement has been formed.
- 4.5 In case of a price increase exceeding 10%, the Customer will have the right to terminate the agreement by means of a written statement. If this is the case, termination must take place as soon as possible after the Customer is notified of the price increase.
- 4.6 In the event Vitesse and the Customer have agreed a price in a currency other than euros and that other currency decreases in value when compared to the euro after the moment of Vitesse's last quotation/offer, Vitesse will have the right to adjust the price insofar as necessary to compensate the decrease in value that occurred until the moment of payment in full.

Article 5 Delivery and Risk

- 5.1 Unless agreed otherwise in writing, the delivery of Products will take place ex works at the place of delivery agreed between the parties, Incoterms® 2010. The Products are at the Customer's risk and expense from the moment of delivery. In the event the parties have agreed to a different manner of delivery in an individual agreement, such different manner of delivery will apply exclusively with respect to that agreement and will not apply to other agreements between the same parties.
- 5.2 The Products to be delivered are transported at the Customer's expense and risk. This also applies if the carrier demands that the waybills, road waybills and the like include a clause providing that all transport damage is at the expense and risk of the sender.
- 5.3 Carriage-paid delivery only takes place if and insofar as this is indicated by Vitesse in writing in the agreement, the order confirmation or otherwise.

- 5.4 Unless agreed otherwise in writing, the manner of transport and packaging will be determined by Vitesse, without Vitesse being liable in this connection and without it being obliged to take back the packaging or being liable for costs related to the removal of packaging from the Customer's site.
- 5.5 The Customer is obliged to accept the delivery of the Products at the moment they are made available to it in accordance with the agreement. If the Customer refuses to accept the delivery or is negligent in providing information or instructions that are necessary for the delivery for any reason whatsoever, the Products to be delivered will be stored at the risk and expense of the Customer. In such cases, the Customer will owe all additional costs, including, in any event, the costs of storage and lost sales proceeds.
- 5.6 Products made available by the Customer to Vitesse in connection with maintenance or repairs remain at the Customer's risk during transport to, from and while stored at Vitesse.
- 5.7 Vitesse has the right at all times to demand a satisfactory guarantee from the Customer for compliance with its obligations and not proceed with delivery of Products or Services until after this guarantee has been provided. Vitesse also has the right to deliver according to cash on delivery terms.
- 5.8 An agreed delivery time with respect to Products or Services applies exclusively by approximation and does not constitute a strict deadline, unless expressly agreed otherwise in writing. In the event a delivery time is exceeded, the Customer will never be entitled to compensation of any (direct or indirect) damage, nor will it have the right to terminate the agreement or to suspend any obligation under the relevant agreement or any other agreement.
- 5.9 The delivery time of Products or Services does not commence until after the Customer has provided to Vitesse all the information in respect of which Vitesse indicates that it is necessary or which the Customer should reasonably understand to be necessary for the performance of the agreement.
- 5.10 The delivery time for the Products or Services is based on the working conditions that apply at the time of the conclusion of the agreement and (if applicable) timely delivery of the Products ordered by Vitesse for the performance of the agreement. The delivery time will be extended on a pro rata basis if a delay arises through no fault of Vitesse as a result of a change to the abovementioned circumstances or because the Products ordered by Vitesse were not delivered on time.
- 5.11 In the event interim changes to the agreement cause a longer delivery time, the delivery time will be extended by that additional time.
- 5.12 Vitesse has the right to deliver Products or Services earlier or in parts, unless, in the latter case, a partial delivery does not have an independent value. In the event Products or Services are delivered in parts, Vitesse will have the right to invoice each part separately. These General Terms and Conditions also apply to partial deliveries.
- 5.13 Where reference is made in these General Terms and Conditions to the Products to be delivered, such will also include the products leased by Vitesse to the Customer.

Article 6 Force Majeure

- 6.1 Force majeure is defined in these General Terms and Conditions as: any circumstance beyond Vitesse's control, even if this circumstance was already foreseeable at the time of the formation of the agreement, which prevents performance of the agreement in whole or in part, permanently or temporarily. This includes: strikes; a general lack of necessary raw materials and other products or services required for the realisation of the agreed performance; unforeseeable stagnation at suppliers or other third parties on which Vitesse depends; the circumstance that a performance that is relevant in connection with the performance to be delivered by Vitesse is not delivered or is not delivered on time or properly to Vitesse; government measures, including import and export impediments, which prevent Vitesse from complying with its obligations on time and/or properly; excessive sickness absenteeism and general transport problems.
- 6.2 Vitesse also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after Vitesse should have already complied with its obligation.
- 6.3 Vitesse's obligations to deliver and other obligations are suspended during force majeure, without such requiring any judicial intervention. Both parties have the right to terminate the agreement if the period in which compliance with Vitesse's obligations is not possible as a result of force majeure that lasts for more than 60 days, without such creating an obligation for Vitesse to pay compensation in such events.
- 6.4 If Vitesse has already complied in part with its obligations when the situation of force majeure arises or is only able to comply with its obligations in part, it will have the right to invoice the part that has already been performed or, as the case may be, that can be performed separately, and the Customer will be obliged to pay this invoice as if it were a separate agreement. However, this does not apply if the part that has already been delivered or, as the case may be, that can be delivered does not have an independent value.

Article 7 Termination

- 7.1 Vitesse's claims against the Customer on any basis whatsoever are immediately due and payable, without further demand for performance or notice of default, in the following cases, *inter alia*:
- if circumstances come to Vitesse's attention after conclusion of the agreement, which give Vitesse a reason to fear that the Customer will not comply with its obligations;
 - if Vitesse requested the Customer to provide a guarantee for timely and correct performance and this guarantee has not been provided, or is insufficient;
 - in case the Customer is liquidated, declared bankrupt or is granted a suspension of payment;
 - if the Customer fails to comply with one or more of its obligations arising from these General Terms and Conditions or from any agreement with Vitesse or failed to do so on time or properly.

Moreover, Vitesse has the right in the abovementioned cases, at its own discretion, to suspend further performance of the agreement and/or to terminate the agreement, all of the above subject to the Customer's obligation to compensate the damage incurred by Vitesse as a result thereof, without prejudice to Vitesse's other rights, and without the Customer being able to hold Vitesse liable in any way for damage, costs and interest.

- 7.2 Vitesse will have the right to terminate the agreement in case of circumstances with respect to persons and/or materials used or customarily used by Vitesse during the performance of the agreement, which are of such a nature that the performance of the agreement becomes impossible or becomes so onerous and/or disproportionately expensive, that performance of the agreement can no longer be reasonably expected of Vitesse.



- 7.3 The Customer's right to terminate any agreement between Vitesse and the Customer on the basis of Article 6:265 of the Dutch Civil Code (BW) is excluded.

Article 8 Payment

- 8.1 Unless agreed otherwise in writing, payment must be made within 14 days after the invoice date, without discount, suspension or setoff, by means of a transfer of the amount owed to Vitesse's bank account as stated in the invoice. Vitesse has the right to demand that the Customer pay an advance invoice before delivering Products and/or providing Services/Rental. The value date stated on Vitesse's bank statements is decisive and therefore constitutes the date of payment.
- 8.2 The Customer is in default after 14 days have passed since the invoice and full payment has not been made, and it will owe interest to Vitesse on the payable amount equal to the statutory interest that applies to their mutual relationship + 2%. Vitesse reserves the right to make an interim adjustment to the interest rate referred to in this article.
- 8.3 Vitesse has the right to issue interim invoices.
- 8.4 Payments made by the Customer always first apply to the payment of all payable interest and costs and secondly to the payment of the invoices that are outstanding for the longest period, even if the Customer states that the payment relates to a later invoice.
- 8.5 The Customer never has the right to set off debts to Vitesse, contested or otherwise, against any debt on the part of Vitesse to the Customer, contested or otherwise, or to suspend payment of such a debt to Vitesse.
- 8.6 Complaints with respect to invoices or advance invoices must be submitted to Vitesse in writing within 14 days after the invoice date while accurately stating the nature and grounds for the complaint. The Customer is deemed to have approved the invoice or advance invoice after this term has expired. No complaints shall be handled by Vitesse afterwards.

Article 9 Collection Costs

- 9.1 If the Customer fails to comply with one or more of its payment obligations, all judicial and extrajudicial costs to obtain satisfaction will be at the expense of the Customer. The Customer owes in any event:
- | | | |
|----------------------------------|---------|-----------------------------------|
| - in respect of the first | €2,950 | 15%, subject to a minimum of € 40 |
| - in respect of the excess up to | €5,900 | 10% |
| - in respect of the excess up to | €14,748 | 8% |
| - in respect of the excess up to | €58,990 | 5% |
| - in respect of the excess | | 3%. |

If Vitesse demonstrates that it has incurred higher costs, which were reasonably necessary, these costs will also qualify for compensation. Extrajudicial collection costs are also payable if only one demand for payment was sent.

Article 10 Retention of Title

- 10.1 Products delivered by Vitesse by virtue of a purchase agreement remain the property of Vitesse until the Customer has fully and correctly complied with all of the following obligations arising from purchase agreements concluded with Vitesse:
- the consideration(s) with respect to the Product/Products delivered or to be delivered;
 - the consideration(s) with respect to the Services performed or to be performed by Vitesse under or pursuant to the purchase agreements;
 - any claims in connection with a failure to comply on the part of Customer with one or more purchase agreements, including claims for payment of interest and costs.

- 10.2 If the law of the country of destination of the purchased products includes possibilities concerning retention of title that are further-reaching than as determined above in paragraph 1, these farther-reaching possibilities must be deemed to have been stipulated by the parties for the benefit of Vitesse, it being understood that if it cannot be objectively determined to which farther-reaching rules this provision pertains, the provisions of paragraph 1 above will continue to apply.
- 10.3 If and for as long as the Products delivered by Vitesse are subject to retention of title, these may only be resold within the context of the normal business operations. The Customer's right to dispose of the Products within the normal conduct of its business lapses automatically if (i) an attachment is levied against the Customer, (ii) the Customer applies for a suspension of payment or bankruptcy or its bankruptcy is/has been applied for or (iii) the Customer makes a payment arrangement with one or more of its creditors. The Customer does not have the right to pledge the Products or to create any other right in respect thereof for as long as they are still encumbered with a retention of title for the benefit of Vitesse. The Customer is obliged to include a similar retention of title clause in its agreements with third parties with respect to the Products.
- 10.4 If the Customer creates a new product (in part) from the Products delivered by Vitesse, the Customer creates that product for Vitesse and the Customer will keep that product for Vitesse for as long as the Customer has not paid to Vitesse all amounts due under the agreement. Vitesse reserves all rights as owner of the product until the moment the Customer has paid in full.
- 10.5 On products that have been delivered and have been transferred to the Customer's possession via payment and are still in possession of the Customer, Vitesse hereby reserves the rights of a pledge as referred to in Article 3:237 BW to provide further security for the claims, other than those referred to in paragraphs 1 and 2 of this article, which Vitesse may have against the Customer on any basis whatsoever. The authority included in this paragraph also applies with respect to the Products delivered by Vitesse that were modified or processed by the Customer, as a result of which Vitesse lost its retention of title.
- 10.6 In the event the Customer fails to comply with its obligations under any agreement concluded with Vitesse or if there is a well-founded fear that it will fail to do so, Vitesse will have the right to remove the Products delivered subject to retention of title from the Customer or a third party that holds the Products on behalf of the Customer or have such removed. The Customer is obliged to fully cooperate in this connection, including granting access to the place where the owned Products are located, subject to a penalty of 10% of the amount payable by it.
- 10.7 After Vitesse has removed from the Customer the Products that are subject to retention of title, the Customer will be credited for an amount equal to the purchase price that applies on the day of removal, but at most for the amount charged to the Customer. Vitesse has the right to deduct the amount to be credited with an amount in connection with a decrease in value due to, for example, damage or ageing and costs incurred by Vitesse.
- 10.8 In the event a third party wishes to establish any right in respect of the Products delivered subject to retention of title, the Customer will be obliged to notify Vitesse within 24 hours after it has become aware thereof. In such cases, Vitesse will have the right to remove the relevant Products or have them removed from the Customer temporarily or permanently.
- 10.9 All costs with respect to the exercise of the retention of title, which includes the costs of transport and storage, are at the Customer's expense.

10.10 The Customer undertakes that it will insure and keep insured the Products delivered subject to the retention of title, against fire, explosion or water damage and against contamination, loss and theft and that it will submit the policy of this insurance for inspection at Vitesse's first request. In addition, the Customer undertakes that at Vitesse's first request:

- it will pledge to Vitesse all claims on the part of the Customer against insurers with respect to the Products delivered subject to retention of title in the manner described in Article 3:239 BW;
- it will pledge to Vitesse the claims the Customer acquires against its customers when reselling the Products delivered by Vitesse subject to retention of title in the manner prescribed in Article 3:239 BW;
- it will store the Products delivered subject to retention of title, at its business, separately and in a clearly identifiable manner and mark them as the property of Vitesse;
- cooperate in other ways in all reasonable measures Vitesse wishes to implement in order to protect its right of ownership with respect to the Products and which do not unreasonably hinder the Customer in the normal conduct of its business.

Article 11 Assembly; Commissioning

11.1 Unless agreed otherwise in writing, assembly and commissioning will be performed by Vitesse, but always at the Customer's risk and expense.

11.2 In connection with the assembly and commissioning as referred to in the previous paragraph of this article, the Customer will:

- provide to Vitesse and third parties engaged by Vitesse all assistance and cooperation that may be reasonably demanded of it for the performance of the work, including making available a heated, properly lit and dry area for performance of the activities and access to a workshop and laundry and dressing room.
- make available to the Vitesse engineers, free of charge, auxiliary workers, fuel, lubricants, power, water and other necessary products and tools;
- make available scaffolding, bins, hoisting, lifting and transport tools, stairs, assembly tools and other comparable materials;
- ensure that the Vitesse engineers are able to start and continue their activities under normal circumstances, unhindered and without interruption;
- implement and maintain all necessary safety precautions and other precautionary measures;
- compensate all costs and damage to Vitesse upon first request if the above provisions are not satisfied, in the opinion of Vitesse.

11.3 The following activities are not part of the assembly and commissioning performed by Vitesse: installation of feed lines, ground, masonry, foundation, carpentry and paint work, and other activities that are structural in nature, as well as disassembly and repair work, and these are also at the Customer's expense and risk, unless expressly agreed otherwise in writing.

11.4 If and insofar as a permit is required for holding and/or using the Products, the Customer will arrange for obtaining these at its own expense.

11.5 In the event the Customer requests a postponement of the activities 14 days or less before the agreed assembly date, Vitesse will charge the costs involved therein, including but not limited to the costs related to travel and accommodation of (foreign) engineers, to the Customer.

Article 12 Quality; Complaints

- 12.1 Vitesse guarantees the soundness of the Products delivered by it, the activities performed by it and the repairs it has performed in accordance with the provisions of the offer, the order confirmation and/or the agreement and the related annex(es), during the term(s) referred to therein and subject to the conditions referred to therein, provided the Products are used in a normal and careful manner in accordance with the Vitesse instructions and for the purpose for which they were made.
- 12.2 In the event Vitesse has provided information together with the Products to be delivered concerning the construction, operation and handling thereof in the form of an instruction manual or oral instructions, the Customer will be obliged to study this information and act in accordance with the provisions of the instruction manual and/or the oral instructions. Vitesse is not liable for any damage and/or costs that could have been prevented if the Customer had acted in accordance with the provisions of the instruction manual and/or in accordance with the oral instructions. The Customer is obliged to inspect the Products immediately after delivery for visible and easily identifiable invisible defects and shortcomings, before it starts using the Products. If the Customer starts using the Products they will be deemed to comply with the agreement, unless it becomes clear that the Product has an invisible defect that cannot be easily identified.
- 12.3 The Customer is obliged to report visible defects and invisible defects that can be easily identified during a careful inspection of a Product or parts thereof, including the battery, within 14 days after delivery or - in case of repair and other work performed by Vitesse - within 14 days after completion of the activities. With respect to the delivered parts, visible and invisible defects that can be easily identified must be reported by the Customer to Vitesse in writing within 5 days after delivery.
- 12.4 The Customer is obliged to report invisible defects that cannot be easily identified, to Vitesse in writing within 14 days after they are discovered or should have been reasonably discovered, but in any event within at most 6 months after delivery or - in the event of repair or other work carried out by Vitesse - within 3 months after completion of the activities.
- 12.5 The Customer is entitled to a repair of the Product in case of a timely and justified complaint has been made, in the opinion of Vitesse. If the Product is located outside the Netherlands, the travel and accommodation costs of those who investigate and/or carry out repair work in respect of the Product in this connection will be at the Customer's expense. Vitesse may decide to replace the Product if there are objections to the repair. The Customer is only entitled to replacement if the Product cannot be repaired. A Product that has been replaced becomes the property of Vitesse. If (in case of a timely and justified complaint) a shortcoming or defect cannot be undone or can only be undone against disproportionately high costs for Vitesse, Vitesse may also decide to reduce the price of Products that were delivered, following consultation with the Customer, which reduction is determined with due observance of the unit prices that applied at the time of the conclusion of the agreement. The Customer is never entitled to compensation of damage and/or costs.
- 12.6 The Customer is not entitled to a recovery for shortcomings and defects of the Product or parts thereof, including the battery, which are likely the result of normal wear, inexpert or careless use or use other than in accordance with its intended use or the manuals and/or instructions issued to the Customer.
- 12.7 The Customer's obligation to pay and accept delivery of the Products delivered also applies in case the Customer complains on time. Reporting a possible defect therefore does not give the Customer the right to suspend its obligations under any agreement.

12.8 Products may only be returned to Vitesse following prior, written approval. Return shipments are at the Customer's expense and risk. Products must be returned complete and in the original packaging insofar as reasonably possible.

Article 13 Liability

13.1 Vitesse's overall liability in connection with an agreement is limited to the amount of the payment made by its insurer. Vitesse's overall liability is limited to €25,000 if the insurer does not pay in any case, or if the damage is not covered by the insurance.

13.2 Vitesse is not liable for Consequential Damage.

13.3 Vitesse is not be liable for damage of any kind resulting from the fact that it assumed incorrect and/or incomplete information or data provided by or on behalf of the Customer. Neither is Vitesse liable for damage attributable to acts or omissions other than as referred to in the previous sentence, on the part of the Customer or a third party by or upon the instructions of the Customer.

13.4 Vitesse always acts with due care when engaging third parties. However, Vitesse is not liable for shortcomings on the part of third parties.

13.5 Vitesse is not liable for (the proper operation of) parts related to the power supply of trucks, such as batteries and chargers that form a part of the Products delivered.

13.6 All rights of claim on the part of the Customer against Vitesse lapses 1 year after the Products have been delivered or should have been delivered to the Customer in accordance with the agreement, unless the Customer has filed a legal action against Vitesse within this period. In case of the performance of Services, the period of 1 year referred to in the previous sentence commences after the activities have been completed or should have been completed and in case of the Leasing of materials after the lease agreement has ended.

13.7 The Customer indemnifies Vitesse against claims for compensation from third parties in connection with Products delivered by Vitesse to the Customer or Services provided for the Customer (including Leasing) insofar as this damage is not at Vitesse's expense or risk pursuant to this agreement and/or these General Terms and Conditions towards the Customer.

13.8 The limitations of liability included in these General Terms and Conditions do not apply if the damage is attributable to intent or wilful recklessness on the part of the management of Vitesse or the managing employees who are part of Vitesse's management.

Article 14 Intellectual and Industrial Property Rights; Third-Party Rights

14.1 Vitesse reserves all intellectual and industrial property rights in respect of designs, drawings, images, sketches, software, data and the like created by Vitesse or companies affiliated with it, including the rights and powers that vest in it pursuant to the Copyright Act. This applies irrespective of whether costs have been charged separately for this.

14.2 All documents and information provided by Vitesse in any form such as reports, advice, designs, sketches, drawings, software, data, training and instruction materials, trade secrets etc. remain the property of Vitesse or third parties engaged by it, and are intended exclusively to be used by the Customer for their intended purpose in connection with the agreement and may not be reproduced, published, exploited or brought to the attention of third parties without Vitesse's prior approval. They must be returned at Vitesse's first request.

- 14.3 In the event Vitesse produces Products on the basis of instructions, specifications and/or drawings or with the aid of dies and/or moulds and the like owned by the Customer, the Customer guarantees towards Vitesse that the production, marketing and/or delivery of these Products does not infringe the intellectual property rights and other rights of third parties. The Customer indemnifies Vitesse against all claims from third parties in this connection.
- 14.4 If the Customer infringes on any intellectual property right held by Vitesse or a third party as referred to in article 14.3, Vitesse will have the right to claim from the Customer a non-deductible penalty, immediately due and payable of EUR 50,000 per breach and per day that the breach continues, without prejudice to Vitesse's right of compensation in full.

Article 15 Collection and use of truck data

- 15.1 Vitesse trucks gather and store utilisation data when they are used. All such data is transmitted to, and processed by, Vitesse. Without prejudice to the customer's intellectual property rights and subject to compliance with applicable law, in order to continuously improve our logistics solutions, product, rental and service offerings, Vitesse and its affiliates will collect, use, modify, and copy any data received under this contract. Any legal obligations regarding personal data shall remain unaffected.

Article 16 Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act

- 16.1 The Customer indemnifies Vitesse against claims from the tax authorities and the industrial insurance board under the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, in particular in the event (sub)contractors failed to comply with their obligations towards the tax authorities and the industrial insurance board.

Article 17 Place of Performance

- 17.1 The agreement is deemed to have been performed in the place where Vitesse has its business address.

Article 18 Evidence

- 18.1 Subject to evidence to the contrary, Vitesse's records constitute conclusive evidence with respect to the financial obligations arising from the agreements concluded with Vitesse.
- 18.2 The quantity, dimensions and weights stated on the invoice, bill of lading, delivery note and/or packing slip are deemed correct, subject to evidence to the contrary.

Article 19 Dispute Settlement; Applicable Law

- 19.1 Any dispute with respect to, arising from or in connection with an agreement concluded with Vitesse, proposal or offer to which these General Terms and Conditions apply, these General Terms and Conditions as well as all non-contractual obligations arising from or related thereto, are settled exclusively by the competent court in Arnhem. This does not apply to Subdistrict Court cases as referred to in Section 108 subsection 2 of the Dutch Civil Code. However, Vitesse remains authorised at all times to submit the dispute to the court that has jurisdiction in accordance with the law or the applicable international convention.
- 19.2 All obligations between Vitesse and the Customer, these General Terms and Conditions and all non-contractual agreements that arise from or that are related thereto are governed by Dutch law, with the exception of Dutch private international law rules on conflict of laws. The applicability of the Vienna Sales Convention is expressly excluded if applicable.



Article 20 Address Changes

20.1 The Customer is obliged to notify Vitesse immediately of address changes. Products delivered to the address of the Customer last known to Vitesse are deemed to have been received by the Customer.

Article 21 Modifications to the Conditions

21.1 Vitesse has the right to make modifications to these General Terms and Conditions. These modifications will enter into effect at the time announced in respect thereof.

21.2 Vitesse will send the modified General Terms and Conditions in due time to the Customer. If no effective date has been notified, modifications will enter into effect towards the Customer as soon as the modification has been notified to it.

B. GENERAL LEASING CONDITIONS

Article 1 Definitions

- **Customer:** any natural person or legal entity or partnership that is a party to or involved in a legal or other act referred to in article 2.1 or in respect of whom a legal or other act as referred to in that article is performed;
- **Operating Hours:** with respect to the trucks with electric engines: the number of hours during which at least one engine operates, also referred to as effective hours. With respect to trucks with an internal combustion engine: the number of hours stated in the agreement.
- **Operating Hours Counter:** an instrument that forms an integral part of the machine and that registers the operating hours. This registration is made on a regular basis by the service engineer or via a telematics solution.
- **Extras:** as defined in article 12.1;
- **Consequential Damage:** indirect damage that is not the direct result of the event that caused the damage, including but not limited to loss of profit and sales, personal injury, damage to the Customer's property other than the Product that constitutes the subject of the agreement with Vitesse, environmental damage and immaterial damage.
- **Office Hours:** the hours between 08:00 am and 5:15 pm on Working Days;
- **Minor Maintenance:** daily inspections and maintenance required to keep the leased products in good working order, as described in the instruction manual issued to the Customer and in accordance with Vitesse's instructions, including but not limited to inspecting fluid levels;
- **Long Term Lease:** agreement for the lease of products concluded for a period of 24 months or longer;
- **Short Term Lease:** agreement for the lease of products concluded for a period from 1 day to maximum 24 months;
- **Rental:** Short-Term Leasing or Long-Term Leasing;
- **Working Day:** a day, not being a Saturday or a Sunday and not being a Dutch public holiday.

Article 2 Applicability

- 2.1 These conditions included under Part B are supplementary to the general section of the General Terms and Conditions included above under Part A (applicable to Products, Services and Leasing) and apply to any proposal, offer and Lease agreement between Vitesse and a Customer, insofar as the parties have not deviated from these conditions in writing.
- 2.2 The conditions included above under Part A apply accordingly to the proposals, offers and agreements referred to in paragraph 1.
- 2.3 If the products have been leased to multiple natural persons or legal entities jointly, these natural persons and legal entities will be jointly and severally liable for compliance with the obligations under the agreement.
- 2.4 The following ranking will apply in case of inconsistencies between the provisions of the agreement, the order confirmation, the offer and/or the conditions included in Part A:
1. the lease agreement;
 2. the order confirmation;
 3. the proposal/offer;
 4. the general leasing conditions (B);
 5. general section (applicable to Products, Services and Rentals) (A).

Article 3 Formation of the Lease Agreement

- 3.1 A Short-Term Lease agreement is formed following written confirmation by Vitesse or in the event Vitesse commences performance of an oral or written lease instruction issued by the Customer without Vitesse having confirmed the agreements in writing.
- 3.2 A Long-Term Lease agreement is formed following written confirmation from Vitesse. Oral commitments by and arrangements with personnel or subordinates of Vitesse, insofar as these do not hold a power of attorney, with respect to Long-Term Lease agreements do not bind Vitesse until after and insofar as they have been confirmed in writing by Vitesse.
- 3.3 By issuing a leasing order to Vitesse, orally or in writing, the Customer accepts the applicability of these General Terms and Conditions.

Article 4 Commencement of the Leasing Period; Delivery of the Leased Products

- 4.1 Unless agreed otherwise in writing, the leasing period commences when Vitesse arranges for transport of the leased product on the day of delivery of the products at the Customer's agreed delivery address. In the event the Customer itself arranges for transport of the leased product, the leasing period commences at the moment the actual possession of the product is transferred to the Customer or to a third party engaged by it.
- 4.2 The Customer is obliged to accept the delivery of the leased Products at the moment they are made available to it in accordance with the Agreement. In the event the product is not delivered at the agreed delivery time as a result of a cause that is at the Customer's risk, the Customer will owe to Vitesse all damage and costs, including Consequential Damage, as a result of late delivery.
- 4.3 The Customer owes the leasing fee to Vitesse from the date of the commencement of the leasing period. In addition, the Customer is liable from that date for the loss and for all damages (also including damage caused by the actions of third parties and Consequential Damage) caused by or to the leased products.
- 4.4 Unless indicated otherwise in writing, Vitesse will deliver the leased products at the location indicated by the Customer. The Customer is required to ensure that this location is properly accessible via a paved road and suitable for delivery of the leased products.
- 4.5 In the event the Customer itself arranges for the transport of the leased products, such will be at its expense and risk. In such cases, the Customer will be liable for loss and damage as referred to in paragraph 1 of this article from the moment actual possession of the leased products is transferred to the Customer or to a third party engaged by it. The Customer indemnifies Vitesse against all claims from third parties in this connection.

Article 5 Condition of the Leased Products

- 5.1 The Customer is deemed to have received the leased products on the date of commencement of the lease agreement, in good condition and without defects and it is assumed that the leased products comply with the agreement, unless the Customer has notified Vitesse to the contrary in writing within 2 Working Days after receipt of the leased product.

Article 6 Replacement

- 6.1 Vitesse has the right at all times to replace the leased products with equivalent products. The replacement specified in writing.

- 6.2 In case a leased product is replaced during the term of the contract, Vitesse will not change the leasing fee in case of such a replacement. In case a replacement takes place after the initially agreed to contractual term has ended, irrespective of whether the agreement continues for a definite or indefinite term, Vitesse will have the right to change the leasing fee for the leased product in connection with the replacement.
- 6.3 In case of an increase of the leasing fee exceeding 10% on the basis of this article 6, the Customer will have the right to terminate the agreement by means of a written statement. In such case, termination must take place as soon as possible after the Customer has been notified of the increase of the leasing fee.
- 6.4 The Customer may request Vitesse to replace the leased products with equivalent or other products. Vitesse will inform the Customer of the possible rate change that may result therefrom.
- 6.5 Leasing fees increases are specified in writing.

Article 7 Obligations of Vitesse

Vitesse undertakes:

1. that it will deliver the leased products in a good state of operation and maintenance to the Customer;
2. that it will carry out the necessary repairs within a reasonable time and at a time to be determined in consultation with the Customer on Working Days during Office Hours, unless agreed otherwise in writing;
3. arrange at the Customer's request for replacement of the leased products, insofar as repair cannot take place within 2 Working Days. In case of replacement as a result of damage, the Customer will be obliged to compensate the costs of replacement to Vitesse. Leased products will be replaced with standard trucks, without any entitlement on the part of the Customer to a refund of the leasing fee. The provisions under 3. of this article do not apply to non-standard trucks, including but not limited to "narrow aisle trucks", unmanned vehicles, Ex equipment (in particular explosion protection features), Tow(ing) Tractor, attachments, reach stackers, empty container handlers, terminal tractors and heavy forklifts >8 ton.
4. in the event repairs take more than 2 Working Days other than as a result of damage, and the leased products are not replaced, to refund the leasing fee on a pro rata basis at the request of the Customer;
5. ensure that the leased products operate in such a manner that they can run for the agreed number of Operating Hours during the term of the lease agreement, unless the Customer does not offer the possibility of doing so and/or the non-functioning is otherwise attributable to the Customer, its employees, or third parties.
6. regularly inspect the products for statutory safety. Vitesse does not fail to comply with this obligation if and insofar as the Customer has failed to comply with its obligations in this connection by virtue of article 8, subsection 20. The Customer receives a copy of the inspection report at its request.
7. ensure that the battery capacity is sufficient during the entire lease period;
8. perform (preventive) maintenance or have it performed, except Minor Maintenance, on Working Days during Office Hours.

Article 8 Obligations of the Customer

The Customer undertakes:

1. that it will ensure that the leased products are used and operated in a proper, careful, expert and safe manner in accordance with their intended use and subject to the working and other conditions that have been agreed/or exist at the time of delivery and otherwise in accordance with the manuals and instructions of Vitesse by properly instructed users;
2. that it will not make changes to the leased products;
3. that it will carry out Minor Maintenance;
4. that it will clean the leased products, including appurtenances, such as the battery and the charger, on a regular basis;
5. that it will check the reading and operation of the Operating Hours Counter on a regular basis;

6. that will incur at its expense and pay at Vitesse's first request the costs and damage that arise from incorrect or inexpert use of the leased products including all appurtenances, including but not limited to the battery and charger. Inexpert use is defined in any event as: all acts that are inconsistent with the matters described in the "Driver's Manual" and/or with the matters described in the instructions with respect to the battery that have been issued to the Customer. Incorrect use is defined in any event as: use for a purpose other than intended according to objective standards;
7. that it will report accidents, losses, damage, aggravated use and defects in the leased products, including in particular also defects in the Operating Hours Counter, to (the service department of) Vitesse within 8 hours and confirm this report to Vitesse in writing within 2 Working Days, while stating the serial number of the relevant product and (if applicable) the fleet number the Customer itself assigned to the leased product if this fleet number is known to Vitesse. A European Accident Statement must be used for written damage reports. If the European Accident Statement was not sent to Vitesse or if it was sent not completely filled in following a demand for compliance by Vitesse that provides a term of at least fourteen days, Vitesse will have the right to recover the full amount of the damage from the Customer;
8. that it will admit Vitesse to its business premises and to its business site at all times in order to check and inspect the products and, insofar as there is reason for doing so, to take possession of such products. Vitesse has the right in any event to take possession of the leased products in case the agreement is terminated;
9. that it will admit Vitesse during Office Hours for the purpose of maintenance or repairs;
10. that it will bear full responsibility for the leased products from the moment the rental period commences;
11. that it will not change the working conditions or the work location without Vitesse's express, written approval if and insofar as the change (also) concerns the use of the leased product;
12. that it will ensure, at its expense, strict compliance with all government regulations with respect to (the use of) the leased products;
13. that it will not lease the leased property again, not give it for use by third parties, encumber it or dispose of it without Vitesse's prior written consent;
14. that it will not transport the leased products or have them transported to a place other than the agreed place of delivery;
15. that it will inform Vitesse immediately if third parties wish to establish or enforce any right with respect to the leased products;
16. that it will return the leased products in the same condition (undamaged, cleaned, sticker-free and without faults and defects) to Vitesse as it received them at the commencement of the leasing period, with the exception of reasonable wear and tear. Examples of traces of use that are generally deemed to be reasonable wear and tear by Vitesse are described in the reasonable wear and tear guide that can be accessed via www.vitessevorkheftrucks.nl. Whether reasonable wear and tear applies in a specific case with respect to the leased products, or damage Vitesse wishes to charge to the Customer will be determined exclusively by Vitesse;
17. Compensate to Vitesse upon first request the costs incurred by Vitesse (such as repairs and cleaning costs) and damage caused to the products during the leasing period, to be assessed by Vitesse, and hold Vitesse entirely harmless in case of loss, theft or destruction of the leased product, all of the above if and insofar as there is no actual payment of compensation of that damage under an insurance policy taken out by Vitesse;
18. in case of a safety inspection to be conducted by or instructed by Vitesse, make the leased products available to Vitesse for no consideration during the time required for this purpose without interruption in an area suitable for inspection and repair work, without such entitling the Customer to a reduction of the leasing fee;
19. ensure that the parts of the leased product are replaced exclusively with original **Vitesse** parts, if and insofar as the Customer has not concluded a service or maintenance agreement with Vitesse with respect to the leased product;
20. indicate in writing to Vitesse the date on which the regular, statutory safety inspection of the leased product must take place, at least 1 month before the inspection must take place.

Article 9 Leasing Fee for a Long-Term Lease

9.1 Unless otherwise agreed in writing, the leasing fee for a Long-Term Lease is based on:

1. use of the leased products during the agreed number of annual Operating Hours;
2. performance of maintenance and repairs in respect of the leased products on Working Days during Office Hours;
3. the agreed or, at any rate, normal working conditions and careful use of the leased products.

9.2 Reference to a period of 1 month means a period of 30 days.

9.3 Unless agreed otherwise in writing, the leasing fee for a Long-Term Lease includes:

1. the costs of the insurance taken out by Vitesse referred to in article 13;
2. the costs of major maintenance and repairs concerning the leased product excluding Extras and including call-out charges, hourly wages and parts, insofar as not arising from inexpert, incorrect and/or careless use or damage, to be determined by Vitesse;
3. the costs of maintenance and/or replacement of the power supply of the leased product, such as the battery and charger.

9.4 Unless agreed otherwise in writing, the leasing fee for a Long-Term Lease does not include:

1. transport costs to and from delivery addresses;
2. the costs of Minor Maintenance;
3. the costs related to daily consumables, such as fuel, demineralised water, power, lubricants, AdBlue and replacement of fuses in the leased product;
4. the costs of repairs arising from inexpert, incorrect and/or careless use and damage;
5. the surcharges related to maintenance and repairs outside Office Hours;
6. the fee for additional use in excess of the agreed number of Operating Hours or for use outside the agreed or, at any rate, normal working conditions, to be assessed by Vitesse.

9.5 Vitesse has the right to annually adjust the leasing fee for a Long-Term Lease:

1. if Vitesse's costs related to the performance of the agreement increase because the price of a relevant cost factor, such as wages, social and other insurance premiums, materials, the value of foreign currency and the like have increased after the moment of Vitesse's last quotation/offer;
2. on the basis of the increase of the cost index for transport-related activities as published annually by Panteia/NEA;
3. on the basis of changes to taxes and levies imposed by the government;
4. on the basis of increases of the premium of the insurance referred to in article 13;
5. if the agreement is based on a survey report drafted by Vitesse, Vitesse will have the right to adjust the leasing fee to be charged to the Customer, if a change to the operating conditions, location and/or activities at the Customer referred to in the abovementioned report give reason for doing so. Changes to the leasing fee are determined after consultation with the Customer.

In case of a rent increase exceeding 10% on the basis of this article 9.5, the Customer will have the right to terminate the agreement by means of a written statement. If this is the case, termination must take place as soon as possible after the Customer has been notified of the price increase.

9.6 If the actual number of Operating Hours deviates annually by more than 10% from the number of Operating Hours determined in the agreement, Vitesse will have the right to adjust the leasing fee in line with the deviating use, and, in addition to collect the fee for the additional hours in respect of the past rental period. Vitesse has the right to charge the additional hours to the Customer at any time it desires for up to at most one year after the agreement has ended.

Article 10 Leasing Fee for Short-Term Lease

10.1 Unless otherwise agreed in writing, the leasing fees per day for a Short-Term Lease stated in the (digital) Vitesse price lists are valid on the day of commencement of the leasing period.

10.2 The rent referred to in article 10.1 does not apply in case of extreme operating conditions, including but not limited to steel works, meat or fish processing, the cement industry, chemical industry of corrosive (salt) conditions.

10.3 Unless agreed otherwise in writing, the rent for Short Term Rental is based on use of 1000 hours annually, divided evenly over 52 weeks per year, 5 days per week.

10.4 In the event the leased product is used for a period of more than 8 hours and for less than 16 hours per day, the rent for Short Term Rental is increased up to 150% of the rate that applies for 1 shift. In the event the leased product is used for a period of more than 16 hours per day, the rent for Short Term Rental is increased up to 200% of the rate that applies for 1 shift.

10.5 If rental lasts for a period of less than 24 hours, the Customer will owe the rent that corresponds to 1 day.

10.6 Unless agreed otherwise in writing, the rent for Short Term Rental includes:

1. the costs of the insurance taken out by Vitesse referred to in article 13;
2. the costs of major maintenance and repairs concerning the leased product excluding Extras and including call-out charges, hourly wages and parts, insofar as not arising from inexpert, incorrect and/or careless or damage, such to be determined by Vitesse;
3. the costs of maintenance and/or replacement of the power supply of the leased product, such as the battery and charger.

10.7 Unless agreed otherwise in writing, the leasing fee for a Short-Term Lease does not include:

1. transport costs to and from delivery addresses;
2. the costs of Minor Maintenance;
3. the costs related to daily consumables, such as fuel, demineralised water, power, lubricants, AdBlue and replacement of fuses;
4. the costs of repairs arising from inexpert, incorrect and/or careless use and damage;
5. the surcharges related to maintenance and repairs outside Office Hours;
6. the fee for additional use in excess of the agreed number of Operating Hours or for use outside the agreed or, at any rate, normal working conditions.
7. VAT and other taxes and levies.

Article 11 Direct Debit

11.1 The Customer undertakes that it will authorise Vitesse at Vitesse's first request by signing an authorisation form to collect amounts that are payable under the agreement by means of a monthly direct debit. Debiting will take place on the last working day of the month.

Article 12 Extras. The Customer is not allowed without Vitesse's prior written consent to install or have installed parts or products in the leased product (**Extras**) after the leasing period has commenced. A legal relationship arises between the Customer and the supplier of the Extras if and insofar as Vitesse approves such Extras. Vitesse is not part of this legal relationship.

12.2 Vitesse is not responsible in any way for maintenance and/or repairs to the Extras or for any damage caused by or in connection with the Extras. The Customer will compensate damage caused by or in connection with the Extras to (the leased products of) Vitesse and to (the property of) third parties upon first request and the Customer indemnifies Vitesse against claims from third parties in this connection.

12.3 The Customer ensures that all liability risks caused by, as a result of or in connection with Extras, including the risk of product liability, is covered by a proper insurance that provides sufficient cover.

12.4 Vitesse has the right at all times to oblige the Customer to remove the Extras from the trucks or have them removed if the operating and other conditions reasonably give reason for doing so.

Article 13 Insurance

13.1 Unless agreed otherwise in writing, Vitesse will insure the trucks leased by the Customer at its expense in accordance with the content of the insurance certificate enclosed with the lease agreement and the related insurance conditions.

13.2 The excess per claim and the uninsured damage are at the Customer's expense. It is the Customer's responsibility to take out insurance to cover uninsured damage.

13.3 The Customer will strictly comply with the insurance conditions.

13.4 Vitesse has the right to make modifications to (the cover of) the insurance. It will notify the Customer of such modifications as soon as possible. The Customer will strictly comply with modified policy conditions as well.

13.5 If and insofar as it has been agreed with the Customer that it will insure the leased products, it will ensure that the leased products are insured against statutory liability, whereby the leased products are insured against, *inter alia*, fire, explosion and water damage and against theft and that Vitesse is included in the relevant policy as co-insured and that it will send to Vitesse a copy of this policy within 48 hours after delivery of the leased products. The policy must cover all relevant risks and provide in any event Motor Liability cover, and cover against third-party liability, fire, theft and damage. The Customer indemnifies Vitesse against from third parties in connection with the use of the leased products. As soon as the Customer acquires claims to insurance proceeds, it will grant Vitesse a first right of pledge in respect of the insurance proceeds in the manner described in Article 3:239 BW and it will fully cooperate at Vitesse's first request in having the insurer pay the insurance proceeds to Vitesse.

13.6 With the exception of intent or wilful recklessness on the part of Vitesse, Vitesse or its managing employees, is not liable for damage that is not covered under the insurance referred to in paragraphs 1 and 5 of this article, such as Consequential Damage.

Article 14 Termination

- 14.1 In the event the agreement was concluded for a definite period agreed between the parties, both parties have the right to terminate the agreement in writing, effective as of the end of the contract period with due observance of a notice period of at least 1 month failing which the agreement will be extended for an indefinite period. Each party has the right to terminate the agreement in writing at any time with due observance of a notice period of at least 1 month.
- 14.2 If the agreement was not concluded for a definite period agreed between the parties, both parties have the right to terminate the agreement early by giving written notice of termination with due observance of a notice period of at least 2 weeks, unless agreed otherwise in writing.
- 14.3 The agreement ends automatically in case the agreement includes a maximum number of Operating Hours and this number has been reached. The depreciation component that has not yet been calculated as a result of the shorter leasing period will be charged to the Customer and will be paid to Vitesse by the Customer if the agreed leasing period has not yet ended when the maximum number of Operating Hours has been reached.
- 14.4 Vitesse has the right to terminate the agreement with immediate effect and without requiring any notice of default by means of an informal written notification:
1. if the Customer has failed to make a payment for more than 30 days;
 2. in case the Customer fails to comply with (other) provisions of the agreement after Vitesse granted the Customer the opportunity to remedy the failure to comply within a period of 8 days and it fails to do so;
 3. if the Customer infringes or threatens to infringe on the rights of Vitesse and/or third parties to which Vitesse has transferred those rights in such a manner that Vitesse can no longer be reasonably expected to comply with the agreement.
 4. In case of (an application for) a suspension of payment or bankruptcy or liquidation of the Customer.
- 14.5 In the event of dissolution, Vitesse's claims, including those for payment for additional use, will become immediately due and payable, without prejudice to Vitesse's right to compensation of damage.
- 14.6 In case of a suspension of payment, bankruptcy, liquidation or (the threat of) attachment against the leased products, and in the event third parties wish to establish or enforce any right in respect of the leased products, the Customer will be obliged to notify Vitesse immediately in writing and to notify the relevant third parties that Vitesse is the entitled party with respect to the leased products. Vitesse will be able implement all measures it deems necessary to protect its interests. The costs of those measures will be at the Customer's expense and will be paid by the Customer to Vitesse upon the latter's first request.
- 14.7 In case of dissolution or termination of the agreement, Vitesse will have the right to collect the leased products or have them collected. The Customer authorises Vitesse to enter its business premises and business site for this purpose and will cooperate fully in the collection for no consideration. In the event the Customer fails to strictly comply with this obligation, it will forfeit an immediately due and payable penalty of €2,500 each time and for each day the breach continues without prejudice to Vitesse's right to compensation of damage.
- 14.8 If Vitesse has not yet collected the leased products on the day the agreement is terminated, the Customer will remain fully responsible for the leased products until the moment the leased products have been collected. The Customer will no longer have the right to use the leased products if this is the case.



Article 15 Tax Claims

15.1 Vitesse is both the legal and beneficial owner of the products, unless Vitesse has placed the products with a third party (for financing considerations), such as a lease company, which is the legal and/or beneficial owner. All tax rights with respect to the products vest in Vitesse or (if applicable) the third party referred to in the previous sentence. The Customer will refrain from any claim in this connection.

Article 16 Transfer of Ownership, Rights and Obligations

16.1 The Equipment might be owned by a bank/finance company (the "Owner") which lets the Equipment to the Swedish company Toyota Material Handling Commercial Finance AB, CIN 556032-5002, which in turn sublets the Equipment to Vitesse.

Toyota Material Handling Commercial Finance AB or the Owner has the right to enter into the place of Vitesse in this Agreement as far as regards to let the Equipment to the user.

The parties undertake not to change this stipulation without the prior written consent of Toyota Material Handling Commercial Finance AB and the Owner.

C. GENERAL TERMS AND CONDITIONS REGARDING REPAIR, MAINTENANCE AND SERVICE

Article 1 Definitions

- **Customer:** any natural person or legal entity or partnership that is a party to or involved in a legal or other act referred to in article 2.1 or in respect of whom a legal or other act as referred to in that article is performed;
- **Office Hours:** the hours between 08:00 am and 5:15 pm on Working Days;
- **Emergency Service:** as defined in article 6.7;
- **Working Day:** a day, other than a Saturday or a Sunday and other than a Dutch public holiday.

Article 2 Applicability

- 2.1 These conditions included under Part C are supplementary to the general section included above under Part A and B. (applicable to Products, Services and Rental) and the general leasing conditions, and apply to any proposal, offer and agreement between Vitesse and a Customer concerning service, maintenance and the repair of products, including but not limited to the products the Customer has leased from Vitesse (hereinafter: the products).
- 2.2 Vitesse provides repair and maintenance services to Customers (i) on call, (ii) on the basis of a preventive maintenance contract or (iii) on the basis of a full-service maintenance agreement.
- 2.3 The general section included above under Part A (applicable to Products, Services and Rental) and the general rental conditions included under Part B apply accordingly to the proposals, offers and agreements referred to in this article 2.
- 2.4 The following ranking will apply in case of inconsistencies between the provisions of the agreement, offer, order confirmation, general conditions Part A and/or Part B.:
1. service agreement;
 2. the order confirmation;
 3. offer;
 4. general terms and conditions repair, maintenance and service (C);
 5. general leasing conditions (B);
 6. general section (applicable to Products, Services and Rentals) (A).

Article 3 Formation and Performance of the Agreement

- 3.1 A service agreement and/or maintenance agreement is formed exclusively following written confirmation of Vitesse. Oral commitments by and arrangements with personnel or subordinates of Vitesse, insofar as these do not hold a power of attorney, with respect to service agreements and/or maintenance agreement do not bind Vitesse until after and insofar as they have been confirmed in writing by Vitesse.
- 3.2 A repair agreement is formed following written confirmation by Vitesse or in the event Vitesse commences performance of an oral or written repair instruction issued by the Customer without Vitesse having confirmed the agreements in writing.
- 3.3 The Customer accepts the applicability of these General Terms and Conditions by issuing a repair instruction to Vitesse orally or in writing.
- 3.4 Vitesse will perform the agreement, which must always be considered to be a best efforts obligation on the part of Vitesse unless agreed otherwise in writing, to the best of its knowledge and abilities and in accordance with high standards.

- 3.5 Vitesse may have the agreement performed by third parties under its responsibility. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
- 3.6 The time schedule provided by Vitesse in the proposal, offer, order confirmation or (advance) invoice can never be considered a strict deadline, unless agreed otherwise in writing. The fact that the above deadline is exceeded for any reason whatsoever does not give the Customer the right to suspend compliance with any of its obligations towards Vitesse nor does this entitle it to compensation.
- 3.7 Vitesse will make (working) arrangements with the Customer for the purpose of coordinating the date/term of the provision of the agreed Services. In the event Vitesse is unable to provide the Services at the agreed time(s) for any reason whatsoever, it will notify the Customer thereof as soon as possible. Vitesse and the Customer will then make new, replacement (working) arrangements. Costs that arise as a result of not being able to provide the Services on the agreed date/time will be charged separately by Vitesse to the Customer unless responsibility for the delay lies with Vitesse.
- 3.8 The Customer ensures that all data which Vitesse indicates that they are necessary or which the Customer should reasonably understand that they are necessary for performance of the Agreement, are provided to Vitesse in a timely manner in the format requested by Vitesse.
- 3.9 If the data required for the performance of the agreement have not been timely provided to Vitesse and/or - if applicable - Vitesse has not received the agreed payment/instalment, as charged in the (advance) invoice, Vitesse will have the right not to commence performance, or to suspend performance and/or to charge the additional costs that arise from the delay to the Customer.
- 3.10 If it has been agreed that the agreement will be performed in a phased manner, Vitesse will have the right to suspend performance of those parts that belong to a next phase until the Customer has approved the results of the preceding phase in writing.

Article 4 Modifications to the Agreement

- 4.1 If it becomes clear during the performance of the agreement that it is necessary for the proper performance to change or supplement the activities to be performed, the parties will amend the agreement accordingly by mutual consultation. Vitesse is only bound by a modification to the agreement if the parties have agreed to such a modification in writing.
- 4.2 The moment of completion of performance may be affected if the parties agree that the agreement will be amended or supplemented. Vitesse will notify the Contractor thereof as soon as possible.
- 4.3 In the event a modification or addition to the agreement has financial consequences, Vitesse will notify the Customer thereof and charge the additional costs to the Customer.

Article 5 Prices and Rates

- 4.4 Performance of the agreement takes place on the basis of:
 - a. subsequent calculation on the basis of the hours worked and parts used based on the rates that apply at Vitesse at that time;
 - b. a fixed price to be agreed in advance.Unless agreed otherwise in writing, Vitesse will charge its costs to the Customer on the basis of subsequent calculation as referred to under subsection a.

- 5.1 Vitesse has the right to change the rates for service agreements and/or maintenance agreements at least once per year, if Vitesse's costs related to the performance of the agreement increase as a result of the fact that the cost factors relevant to the price give rise for doing so, which includes but is not limited to the costs of engineer hours, fuel costs, part prices, mobility costs and lease rates.
- 5.2 Vitesse has the right to change the rates for service agreements and/or maintenance agreements after an agreement term has ended.
- 5.3 In case of a price increase exceeding 10% on the basis of this article 5, the Customer will have the right to terminate the agreement by means of a written statement. In such event, termination must take place as soon as possible after the Customer has been notified of the price increase.

Article 6 Preventive Maintenance Agreements

- 6.1 If applicable, Vitesse will perform preventive maintenance on the products referred to in the service agreement and/or maintenance agreement and/or appendices thereto during the term of a preventive maintenance agreement. Preventive maintenance is defined as: inspecting, setting up and lubricating products, with the exception of parts that are related to the truck's power supply such as batteries and chargers.
- 6.2 Unless agreed otherwise in writing, the preventive maintenance price does not include:
 1. costs related to replacement of worn out or defective parts (to be assessed by (the service engineer of) Vitesse);
 2. costs related to changing oil and other liquids;
 3. costs related to repairs to products and/or Extras;
 4. technician hours, i.e. the entire time a Vitesse technician is present at the Customer's site, including but not limited to time spent waiting, protocols and safety instructions;
 5. call-out charges;
 6. the costs mandatory annual inspection;
 7. and the costs related to maintenance and repairs on attached equipment;
- 6.3 Vitesse will make a service technician available for 1 Working Day after its service department has received a report.
- 6.4 The Vitesse service technician will record the activities performed in a work report, which will state the hours worked, any parts installed/replaced and/or the products used. This report will be submitted to the Customer (digital) for signing. In the event the Vitesse service technician and/or truck driver on assignment of Vitesse considers that the products leased from Vitesse have been damaged, (the service engineer and/or truck driver on assignment of) Vitesse will have the right to take photographs that can serve as evidence of the damage.
- 6.5 The Customer does not have the right to suspend its payment obligation towards Vitesse or to terminate the agreement or be entitled to compensation if it is unable to use the products for any reason whatsoever.
- 6.6 The Customer and Vitesse will strive to have the maintenance and repair work carried out on Working Days during Office Hours.

6.7 The Customer can call on Vitesse to carry out activities outside Office Hours and Working Days in case of urgent repairs against payment of the surcharges that apply in connection thereof (the **Emergency Service**). An hourly rate for both travel and working time will be charged for the Emergency Service in addition to a start-up rate in connection with the use of the Emergency Service. Vitesse reserves the right to adjust these surcharges during the term of the agreement.

Article 7 Full-Service Maintenance Agreements

- 7.1 An annual price is agreed for full-service maintenance agreements, which price must be paid by the Customer during the agreed contract period.
- 7.2 The fee for a full-service agreement include the call-out charges of the Vitesse technician, as well as the hours spent by him, with the exception of the provisions of article 7.7 under subsection 8.
- 7.3 The annual fee is based on an estimate of the number of effective operating hours, which estimate will be performed annually. Additional hours are charged on to the Customer with a factor of 1.5 of the initially agreed rate per operating hour.
- 7.4 Invoicing takes place on a monthly basis in advance subject to a payment term of 30 days from the date of receipt of the invoice unless agreed otherwise in writing.
- 7.5 A full-service maintenance agreement means that:
1. preventive maintenance is performed on the products in accordance with the frequency required by law and otherwise as often as Vitesse consider preventive maintenance necessary;
 2. reports with respect to the products are resolved, including the parts that are used up, with the exception of the parts mentioned in article 7.7 under subsection 6;
 3. the products undergo an annual safety inspection in accordance with the conditions applied by the trade association of suppliers of construction machines;
 4. the wheels of warehouse trucks are replaced following normal wear for Vitesse's account, without prejudice to the provisions of article 7.7 under 5;
 5. an exchange engine is installed in trucks with an internal combustion engine at most once per 5 years after the start of the agreement.
- 7.6 Battery and charger service and maintenance and inspections of the battery and charger within the context of a full-service agreement only take place if such has been agreed in writing.
- 7.7 Unless agreed otherwise in writing, the following costs and parts are not included in the fee of a full-service agreement:
1. costs related to damage to products, such to be determined by Vitesse;
 2. costs related to incorrect and/or inexpert use of the products, such to be determined by Vitesse;
 3. costs related to service and maintenance in respect of attached equipment;
 4. costs related to features that are installed in products, such a feature to protect the product against explosions;
 5. costs related to replacing the forklift truck tyres;
 6. costs related to defects in forks, chassis and the counterweights of the products;
 7. costs of fuel or power, as applicable;
 8. costs related to hours spent by Vitesse engineers on matters other than the activities referred to in article 7.5, which include but are not limited to waiting hours, protocols and safety instructions.



Article 8 Obligations of the Customer

- 8.1 The Customer must ensure that (the service engineer from) Vitesse has a sound and safe workplace to carry out the work on the products, in accordance with the statutory standards, including but not limited to the requirements that arise from the Working Conditions Act. The products must be made available to (the service engineer from) Vitesse unconditionally.
- 8.2 The Customer is obliged to notify Vitesse immediately of (changed or unchanged) circumstances that can be relevant in connection with the correct performance of the agreement.
- 8.3 The Customer is obliged to indemnify Vitesse against all third-party claims (also including the Customer's employees) in connection with the agreement between the Customer and Vitesse or its performance.

Article 9 Term and Termination

- 9.1 Unless otherwise agreed in writing, a preventive maintenance agreement is concluded for a term of 1 year and is thereafter each time tacitly renewed for each time 1 year. Both parties have the right to terminate the agreement in writing effective as of the end of every contract period, with due observance of a notice period of at least 1 month.
- 9.2 A full-service agreement is concluded for a period determined in advance. The contract period is 5 years unless otherwise agreed in writing.