

General Transport Terms and Conditions of Wolves

Article 1 – Definitions

In these terms and conditions, the following terms shall be understood to mean:

- Consignee: the person to whom Wolves delivers or provides goods on the instructions of the Client.
- Wolves: the private limited company Wolves Mobiliteit B.V., also trading under the name Wolves Transport, having its registered office in Wierden and its principal place of business at Ypeloschoolweg 27, 7642 ND Wierden, registered in the Trade Register of the Chamber of Commerce under number 06041782.
- Client: the natural or legal person, or its legal successor, for whom work and/or services are performed by or on behalf of Wolves.
- The Parties: Wolves and the Client jointly.
- Agreement: a written agreement between Wolves and the Client, or an offer/quotation by Wolves after the Client has given its approval and Wolves has confirmed the agreement in writing. If Wolves commences transport after the Client has issued an instruction to that effect, this shall also constitute an agreement.
- Terms and conditions: these General Terms and Conditions.
- GDPR: General Data Protection Regulation.

Article 2 – Applicability

1. These Terms and Conditions shall apply to the Agreements between Wolves and the Client for the transport of goods by road and the work performed within that scope.
2. Once these Terms and Conditions apply, they shall also automatically apply to new agreements between the Parties, unless their applicability is expressly excluded.
3. The applicability of the Client's (general) terms and conditions is hereby expressly rejected by Wolves.

4. Wolves reserves the right to amend these Terms and Conditions unilaterally. Amendments shall take effect within thirty (30) days after notification of these amendments to the Client.

Article 3 – Additional conditions

1. Depending on the nature of the work, the following shall apply in addition to these Terms and Conditions:
 - a. International road transport
 - i. The mandatory Convention on the Contract for the International Carriage of Goods by Road (CMR) and, in addition, these General Transport Terms and Conditions of Wolves and the AVC(M).
 - b. National road transport
 - i. The General Transport Conditions 2002 (AVC) filed at the registry of the Court in Amsterdam under number 81/2014 and at the registry of the Court in Rotterdam under number 2/2015.
 - ii. The General Transport Conditions for Motor Vehicles (AVCM) filed at the registry of the District Court in Amsterdam and Rotterdam.

Article 4 - Offers

1. Every offer made by Wolves shall be free of obligation and based on the information provided by the Client, unless the offer expressly provides otherwise in writing.
2. The information provided by the Client must include at least the following details:
 - a. Type of vehicle, dimensions and weight;
 - b. Registration number and/or chassis number;
 - c. First possible loading date;
 - d. Drivable (yes/no);
 - e. Rollable (yes/no);
 - f. Electric (yes/no);

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- g. Full contact details of loading address and unloading address, including contact persons, direct telephone numbers and opening hours of both locations;
- h. Whether Wolves is required to contact the above-mentioned location by telephone one day before arrival at the loading location or the unloading location;
- i. Signed collection authorisation if required by the loading address;
- j. If a vehicle is not rollable or has limited rollability, the exact location of the vehicle at the loading address's terrain must be provided with photographs of the vehicle and a location print from Google Maps.

Article 5 – Agreement

1. The Agreement shall be concluded after the Client has accepted Wolves' quotation and Wolves has confirmed the conclusion of the Agreement to the Client in writing. The quotation and the provisions contained therein shall form part of the Agreement.
2. The Agreement shall also be concluded if the Client has issued Wolves with a transport order and Wolves has commenced performance of the transport.
3. If the Client issues a transport order to Wolves through its account on Wolves' web portal, the Agreement shall be concluded without any confirmation from Wolves.
4. The term of an Agreement shall be one year from the date of conclusion of the Agreement. Upon expiry of the term, the Agreement shall be automatically renewed for a period of one year, unless one of the Parties cancels the Agreement in writing at least three months before the end of the contract period. The Parties shall be free to deviate from the term in mutual consultation, provided this is agreed in writing between the Parties.
5. If no Agreement is concluded between the Parties, the Client shall be obliged to destroy all documents and information Wolves has provided to the Client for the purposes of the offer, in a responsible and confidential manner.
6. The contents of the Agreement shall be decisive in conjunction with these Terms and Conditions. In the event of a conflict between the provisions of the Agreement and these Terms and Conditions, the provisions contained in the Agreement shall prevail over the provisions of these Terms and Conditions.
7. Verbal commitments must be confirmed in writing by Wolves in order to be legally valid.
8. If a (partial) order is cancelled by the Client after it has been confirmed by Wolves, the Client shall owe a cancellation fee of € 95.00 excluding VAT. If Wolves has already incurred higher costs with respect to this order, the Client shall owe the higher costs plus the said cancellation fee upon cancellation.
9. If a (partial) order to Wolves is cancelled by the Client after Wolves has commenced performance of the transport, the Client shall owe Wolves 75% of the agreed price. This is in derogation from Article 5.8 of these Terms and Conditions.
10. If for any reason whatsoever Wolves is unable to load a vehicle at the loading location, the Client shall owe Wolves 75% of the agreed price. This is considered a so-called "empty journey". If Wolves has already incurred higher costs with respect to this order, the Client shall owe the higher costs if they are incurred.
11. Should one or more provisions of the Agreement, including provisions of these Terms and Conditions, be void or nullified, the remainder of the

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Agreement shall remain in full force. The Parties shall hold consultations on the null and void or annulled provisions in order to reach a substitute arrangement.

12. Deviations from the Agreement, including provisions of these Terms and Conditions, shall only be valid if they have been expressly agreed in writing. Such an agreed deviation shall apply exclusively to the offers, work and agreements in which they were made.

Article 6 - Dissolution

1. Each of the Parties shall be entitled to dissolve the Agreement, in whole or in part, if:
 - a. The service can no longer be performed in case the means of transport, usually used to carry out the transport, is requisitioned by a government measure;
 - b. one of the Parties commits a material breach of contract (including attributable failure to perform the Agreement) and continues to do so despite a written demand from the other Party to perform the Agreement;
 - c. one of the Parties sells or transfers its business to a third party, or loses direct control over its business, unless both Parties agree to the continuation of the Agreement
 - d. one of the Parties has applied for a moratorium or is in a state of bankruptcy.

Article 7– Partial deliveries and Subcontracting

1. Wolves shall at all times be authorised to perform the Agreement in parts.
2. Wolves shall at all times be authorised to subcontract the performance of the Agreement to third parties in whole or in part.

Article 8 – Rates

1. The prices quoted and/or agreed upon by Wolves are in euros, unless expressly agreed otherwise in writing. These prices are exclusive of taxes, such as VAT and levies.
2. Wolves shall be entitled to increase the quoted and/or agreed prices in the event of an increase in the prices of goods, raw materials or parts to be purchased by Wolves from third parties, wages, social insurance contributions, insurance premiums, charges imposed by or on behalf of the government or semi-government (including import and/or transit duties), or other cost-price components (including changes in the exchange rate) and charges, and also in the event that work is performed or must be performed outside Wolves' normal working hours.
3. The quoted and/or agreed prices are subject to a fuel clause. This clause shall be triggered once the price of one litre of diesel exceeds the diesel price that was applicable on the date of conclusion of the Agreement (hereinafter referred to as “the reference price”). The diesel price used is the price as published on www.tln.nl excluding VAT.
4. In the case of a standing order, each year on 1 January Wolves shall adjust the reference price to the so-called annual average of the previous year in accordance with the applicable Painteia Report on cost developments in road transport.
5. The basis for the change in the diesel price is the weighted average diesel price for the previous month. In the event of an increase in the diesel price, the prices quoted and/or agreed shall increase by 1% on the first day of the following month for every 5% increase in the diesel price compared to the said reference price.
If the diesel price falls below the said reference price less € 0.10 per litre (hereinafter to be referred

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to as: threshold price), the quoted and/or agreed prices shall be reduced by 1% for each 5% decrease in the diesel price compared to the said threshold price on the first day of the following month.

6. The above shall be applied pro rata.
7. In the case of a standing order, the percentage of fuel costs in the agreed prices may be adjusted annually by Wolves in accordance with the cost calculations in the applicable Painteia Report on cost developments in road transport.
As a result, Wolves may adjust the relationship between the percentage increase in the price of fuel costs and the percentage increase in the quoted and/or agreed prices accordingly.
8. In the event of a price increase in accordance with this article, the same payment terms that apply to the originally quoted and/or agreed prices shall apply to that price increase.
9. Wolves shall be entitled to increase the quoted and/or agreed prices if:
 - a. The dimensions of a vehicle exceed the standard dimensions according to the official manufacturer's brochure and the Client did not specify this when placing the order.
 - b. The loading or unloading time of maximum 30 minutes each is exceeded.
 - c. The loading or unloading address was not open on a working day between 08:00 and 18:00 hours.
 - d. The loading or unloading address is not accessible to a large articulated lorry (20 metres). No private addresses in residential areas!
 - e. The vehicle to be loaded is at a different address than specified in the order.
 - f. No authorisation for goods issue is present at the loading address upon issuing the order,

even though this is required at the loading address.

- g. The vehicle to be loaded is not released (not paid for by the Client) or is not ready at the loading address.
 - h. The customs formalities for the vehicle have not been cleared.
 - i. There is no loading aid for a non-rollable vehicle at the loading address.
 - j. All other cases resulting from incorrect information provided by the Client.
10. Any resulting waiting hours that arise shall be charged to the Client at an hourly rate of € 65.00 excluding VAT.
 11. If Wolves is required to pay costs at a loading address that are for the Client's account, including but not limited to salvage or storage costs (hereinafter to be referred to as: "costs advanced"), Wolves shall charge the Client a handling fee. The following handling fees shall be charged for each vehicle that is/has been transported (hereinafter mentioned amounts are exclusive of VAT):
 - a. € 17.50 if the costs advanced are less than or equal to € 300.00;
 - b. € 35.00 if the costs advanced exceed € 300.00.

Article 9 – Payment

1. All amounts the Client owes Wolves must be paid by the Client within a period of fourteen (14) days after the invoice date, unless expressly agreed otherwise in writing and without the Client being entitled to any right of deduction and/or setoff.
2. Fees due shall be invoiced in arrears by means of a digital summary invoice in which various services are specified separately, unless the Parties expressly agree otherwise in writing.

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3. If Wolves has not received any amount owed by the Client within the applicable period, the Client shall be in default by operation of law without any prior notice of default being required. From the time that the Client is in default vis-à-vis Wolves, Wolves shall be entitled to charge interest on the amount due in accordance with Article 27 of the AVC (the statutory interest pursuant to Section 6:119 of the Dutch Civil Code) increased by two per cent (2%). At the end of each three-month (3) period, the amount on which the interest is calculated may be increased by the interest due over that three-month (3) period.
4. In derogation from the provisions of paragraph 1 of this article, any amount the Client owes Wolves shall be immediately due and payable in full, whereby the Client, in derogation from the provisions of paragraph 3 of this article, shall be in default with immediate effect in each of the following cases:
 - a. in the event that the Client submits a request for suspension of payment or if the Client is granted suspension of payment;
 - b. in the event that the bankruptcy of the Client is filed for or the Client is declared bankrupt;
 - c. in the event that one or more goods of or for the account of Client are seized;
 - d. in the event that the Client ceases or alienates its undertaking or part thereof, transfers shares in it to a third party or continues its undertaking in any other manner, or loses control over its undertaking or part thereof;
 - e. In the event of the death of the Client if it is a natural person, if it is placed under guardianship or if the Client is declared subject to statutory debt rescheduling.
5. All judicial and extra-judicial costs incurred by Wolves in connection with the Client's failure to comply with its obligations vis-à-vis Wolves, including judicial and extra-judicial costs related to the collection of amounts the Client owes Wolves, as well as the costs of legal assistance, shall be for the Client's account.

Article 10 - Transfer of risk, retention of title, right of retention and pledge

1. The Client, or a third party under the Client's responsibility, shall at all times remain the owner of the vehicle to be transported.
2. Wolves may exercise a right of retention with respect to monies, goods and documents in its possession in connection with the Agreement with the Client, for all claims that Wolves has or may have against the Client, including with respect to claims that do not relate to these goods.
3. If a dispute regarding the amount owed arises during the settlement or if a calculation to determine the amount is required that cannot be carried out quickly, the Party that demands delivery shall be obliged to immediately pay the part on which the Parties agree that is owed and to provide security for the payment of the part that it disputes or the part for which the amount has not yet been determined.
4. A pledge in accordance with Section 3:236 of the Dutch Civil Code shall be established on all goods, documents and monies that Wolves has or will have in its possession under the Agreement with respect to all claims that will become payable by the Client and/or the owner and/or the Consignee.
5. Wolves may require the Client to replace the pledged items with another equivalent security, to be assessed by Wolves.

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6. Wolves shall be entitled to request the Client to furnish security if the nature of the order gives rise thereto. This must be further laid down in the Agreement.

Article 11 – Force majeure

1. Wolves cannot be held responsible for any failure on its part as a result of force majeure.
2. Force majeure shall be understood to mean: a shortcoming that cannot be attributed to Wolves because it cannot be attributed to its negligence, nor by virtue of the law, legal acts or according to socially accepted standards, including the situation in which Wolves is unable to meet its obligations under the Agreement due to an (attributable) shortcoming or carelessness on the part of third parties. Force majeure shall also include:
 - a. operational disturbances or interruption at Wolves of any nature and irrespective of the manner in which they arose;
 - b. delayed or late deliveries by one or more of Wolves' suppliers;
 - c. transport difficulties or obstructions of any nature whatsoever, as a result of which transport from the Client or Consignee to Wolves or from Wolves to the Client or Consignee is hindered or impeded;
 - d. war or risk of war, riots, sabotage, epidemics, theft, flooding, fire, hail, attacks, sit-downs, strikes and changed government measures.
3. If the Client's property is damaged due to force majeure, the Client shall bear the costs of repairing the damage to the property. The Client's property shall be understood to include vehicles of the Client that are stored on Wolves' premises or on the premises of Wolves' agents/third parties engaged by Wolves, whether or not on a means of transport.

4. In the event of force majeure, Wolves shall be entitled, within one (1) month after the occurrence of a circumstance that constitutes force majeure, at its discretion, to either change the term of performance or to dissolve the Agreement, either in whole or in part, out of court, without being obliged to pay any compensation.
5. Following the dissolution of the Agreement, Wolves shall be entitled to reimbursement of the costs it has already incurred and/or the fee for the work it has carried out.

Article 12 – Reporting loss or damage

1. Any damage or loss must be reported to Wolves in writing no later than six weeks after delivery. If the damage is immediately observable upon delivery, the damage shall be reported to Wolves in writing within one week of delivery in addition to the statement of the damage on the consignment note. If the damage or loss is not reported in time, the right to compensation shall lapse.

Article 13 – Liability and indemnity

1. Unless the Agreement provides otherwise, Wolves' liability under the Agreement shall be limited to reimbursement of only the direct damage in accordance with the limits set forth in the AVC/CMR (depending on whether the transport is national or international) and limited to the obligations set out in the Agreement, except in the event of intent or wilful recklessness on the part of Wolves.
2. Wolves shall never be liable for trading losses, other indirect damage - including (but not limited to) consequential damage and loss of profit – or damage resulting from liability towards third parties.

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3. Wolves shall never be liable for damage to or the loss of objects contained in the motor vehicles transported by Wolves that have not been specified on the consignment note. If Wolves suffers damage or incurs costs due to goods that are located in the transported vehicles, the Client shall be liable.
4. Wolves shall never be liable for damage that occurs during loading, stowing or unloading if the loading, stowing or unloading has been carried out by the Client, the consignor, the consignee or persons acting on behalf of the Client.
5. In principle, vehicles shall be transported by open means of transport. Wolves' liability is excluded in the case of damage caused by weather conditions during transport, including but not limited to (driving) wind, hail, rain and storm, and other circumstances that normally occur during transport and which the carrier cannot prevent, such as but not limited to stone chippings and soiling.
6. The limitation or exclusion of Wolves' liability for damage the Client and/or third parties suffer within the scope of the performance of the Agreement also applies, and to the extent necessary, is also stipulated by Wolves for the (legal) persons employed by or on behalf of Wolves, as well as those employed directly or indirectly by Wolves.
7. The Client shall be obliged to indemnify Wolves or hold Wolves harmless from and against all claims by third parties for compensation for damage in respect of which Wolves' liability has been established in these Terms and Conditions in the relationship with the Client and for which Wolves' liability has been excluded.
8. The Client shall be liable for any damage caused by persons representing the Client whom Wolves has

permitted to enter its premises or the premises of Wolves' agents/third parties engaged by Wolves.

9. The Client shall be liable for all costs, damage, interest, fines, penalties and confiscations, including damage due to failure to clear customs documents, or failure to do so on time, which are directly or indirectly the result of the circumstance that the goods, when offered to Wolves, were not accompanied by the required documents or were accompanied by incorrect documents, or which are the result of or which are in any way related to a circumstance in respect of which Wolves is not liable.

Article 14 – Intellectual property

1. The Client undertakes not to exploit, apply and/or use in any way whatsoever, whether in changed or unchanged form, any of the information received in respect of the services (including the data and documents relating thereto) other than for the purpose as set out in the Agreement.
2. If use by the Client of the information received results in any intellectual property rights and/or similar claims, the Client shall transfer such rights and/or claims to Wolves free of charge and the Client shall render its full cooperation in such a transfer.
3. Wolves shall have the exclusive right to disclose, create and reproduce information and the Client shall only have a non-exclusive and non-transferable right of use.

Article 15 – General Data Protection Regulation

1. The personal data the Parties share with each other shall only be used for the execution of the Quotation and the Agreement, unless use thereof for another purpose is required by law.

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Article 16 – Disputes and governing law

1. The Agreement, as well as all subsequent agreements resulting therefrom or related thereto, shall be governed by Dutch law.
2. Where these Terms and Conditions have been translated, the Dutch text shall prevail.
3. In the event of a dispute between Wolves and the Client, the District Court of Almelo shall have exclusive jurisdiction. If an exclusive choice of forum is not permitted under mandatory law, the Almelo District Court shall have supplementary jurisdiction.