

ORDER CONDITIONS UNIT CHARTERS

Below you will find the conditions that apply to an individual transport order that has been outsourced to a charter by Wolves (also referred to as: "Haulier") on a unit basis.

Article 1 - A description of the transport

1. The haulier instructs the charter to transport vehicles in accordance with the haulier's timetable.
2. A description of the vehicles: The vehicles to be transported include a wide range such as bikes, motorbikes, passenger cars, (delivery) vans, camper vans, trailers, etc. These vehicles may come with permanently fitted or removable accessories. The vehicles range from mobile, movable to non-movable vehicles (hereinafter referred to as "vehicle" or "vehicles").
3. The charter will carry out the transport to be performed on the instructions of the Haulier with equipment adequately equipped for this purpose:
 - If the vehicle is not mobile, the loader must be fitted with a winch.
 - The equipment must always be fitted with sufficient straps and other securing facilities.

Article 2 - Terms and conditions

1. This agreement is subject to the CMR treaty. All instructions must be completed by the charter, taking into account all prevailing regional, national and international legislation, including but not limited to the CMR treaty.
2. In the CMR treaty, the party referred to as the haulier in this agreement is referred to as the 'sender' and the charter is referred to as the 'haulier'.
3. The charter will take out insurance for its liability by virtue of the above legislation in the form of, at least, carrier's liability insurance.

Article 3 - Obligations of the charter

1. The charter undertakes:
 - to complete/supplement the consignment note in accordance with the (transport) instructions enclosed with this agreement in **Appendix 1** before commencing transport, yet, in any case, before taking delivery of the vehicle;
 - to follow the other instructions referred to in **Appendix 1** of this agreement;

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- to take delivery of the vehicle to be transported at the agreed location, time and in the agreed manner;
- to complete the assigned transport in time and without delay;
- to deliver the vehicle to be transported in the condition it was received in;
- to complete the assigned transport using appropriate, clean and representative equipment and to submit a technical inspection certificate to the haulier on the latter's demand;
- to ensure that the equipment is always in a good state of repair;
- to take out insurance for the equipment in accordance with the prevailing rules for motor vehicles and to secure them against theft;
- to use staff that is representative in terms of language, appearance and conduct;
- to notify the haulier of any damage to or in the vehicle that arose after taking possession of it and before delivery within 24 hours of that damage occurring;
- to have taken out insurance against liabilities, also for the haulier, and to submit proof of this insurance and payment of the insurance premiums due on the haulier's demand, at all times;
- to treat all documents that are required correctly, to complete them and to submit them to the haulier or third parties, if necessary;
- to submit all invoices for services rendered and settlement of advanced costs to the Haulier within 1 month of the performance date. Draw up invoices with due observance of the Invoicing Instructions appended to this agreement in **Appendix 2**. The carrier reserves the right to partially or fully refuse late and incorrectly submitted invoices/settlement statements.
- to comply with all statutory regulations in respect of:
 - the presence of the required transport licences;
 - the maximum permissible masses and dimensions of the vehicles used;
 - the safety of the cargo (in coordination with the haulier, if necessary);
 - the permissible driving and rest times of drivers of vehicles;
 - the maximum permissible speed of vehicles;
 - all other statutory regulations that are not listed but that do apply.
- to compensate the haulier or third parties for damage caused by a failure to fulfil the above obligations.

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Article 4 - Obligations of the haulier

1. The haulier is obliged:
 - to provide the charter with all the documents in connection with the transport in time, to notify the charter of the contents and to provide any associated instructions in writing;
 - to pay the invoices from the charter in relation to the completed transport within 30 days of the invoice date.

Article 5 - Indemnification

1. The charter indemnifies the haulier against all third-party claims, including Dutch and foreign (government) organisations, that are the result of or are related to the work undertaken by the charter, or should have been undertaken within the framework of this agreement.
2. The charter is obliged to fulfil its statutory obligations in connection with the work, including but not limited to the deduction and payment of (wage) taxes, employee insurance contributions, national insurance contributions, as well as compliance with the privacy rules ensuing from the General Data Protection Regulation. The charter indemnifies the haulier against all claims that may ensue from non-compliance with the aforementioned statutory regulations.
3. Should haulier incur additional costs as a result of non-compliance with COVID-19 rules by (employees of) the charter, these costs will be recovered from the charter. For instance, extra costs due to entry or travel bans, refusal of access to loading or unloading addresses, waiting times in connection with isolation and/or carrying out tests. Non-compliance with COVID-19 rules, include for example, the absence of a coronavirus entry pass and/or a QR code, or the failure to wear compulsory protective equipment such as face masks. The above examples are illustrative and explicitly not exhaustive.

Article 6 - Waiving the right of retention

1. The charter hereby explicitly waives its right to exercise a right of retention at any time (within the meaning of Book 3, article 290 of the Dutch Civil Code) and every other similar right to suspend delivery.

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Article 7 - Loading and unloading

1. The charter is obliged to load and unload.
2. The charter is obliged to properly secure the cargo and to take other measures needed in order to prevent any damage to the cargo by means of, for instance, but not limited to compliance with the instructions set out in **Appendix 1**.

Article 8 - The Labour Market Fraud (Bogus Schemes) Act

1. The charter guarantees and promises that its members of staff charged with transporting the vehicles for the haulier always receive the correct wage (a minimum wage, at least) in time.
2. Whenever the haulier asks for it, the charter is obliged to submit a declaration from an accountant or a similar independent financial expert to prove that the members of staff referred to in paragraph 1 are paid the correct wage at all times. The costs involved in obtaining such a declaration are payable by the charter.
3. The obligation referred to in paragraph 2 does not apply if the charter has been awarded a 'PayChecked' quality mark.
4. The charter has a written complaints procedure in place to deal with complaints from its own members of staff about (the prompt payment of) wages. The charter has to notify the haulier of such complaints as soon as possible and provide a solution in order to prevent repeats. This obligation does not apply if the complaint relates to a small claim for wages and the cause is or was not structural in nature.
5. The charter indemnifies the haulier against claims from any member of staff who argues that he did not receive the correct wages (in time), as well as against claims from (government) organisations in connection with the incorrect or incomplete pay of the member of staff.
6. In the event of a claim as referred to in paragraph 5, the charter is liable for any (administrative) fines imposed on the haulier and for the reasonable costs in connection with putting up a defence (in and out of court) against the member of staff's claim.
7. In the event of any claim, the parties will confer and they will give each other the necessary assistance in order to reduce the extent of the liability and they provide each other with relevant data carriers, to the extent the parties have such data carriers.

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Article 9 - Prices

1. The freight price is based on the normal, average duration of the transport, as well as on the loading and unloading times.
2. The freight price includes the time needed for loading and unloading, as well as the time needed to correctly complete the consignment notes, to take photos and to complete other formalities (including but not limited to complying with the further instructions as included in **appendix 1**). In the event of strongly deviating loading or unloading times or waiting times, the charter has to immediately notify the haulier's Planning department. In that case, the charter will receive further instructions, as well as, to the extent deemed justified by the haulier's Planning department, the right to compensation yet to be agreed on.
3. The other costs for loading and/or unloading - such as the costs for third-party use of loading and unloading equipment or other assistance during loading and/or unloading - qualify for compensation only if they have been agreed on with the haulier's Planning department in writing in advance.
4. All prices are exclusive of VAT, inclusive of fuel, inclusive toll and other costs in connection with using the roads and tunnels and/or the services of a ferry company.
5. Any costs for parking, food, drinks and overnight accommodation are payable by the charter at all times.

Article 10 - Choice of law/Disputes

1. This agreement and any disputes ensuing from it are governed by Dutch law.
The effect of Section 8:1117 of the Dutch Civil Code is expressly excluded. Disputes will be submitted to the competent court of Almelo. This article is also considered a '*clause between assigned Parties*' as formulated in Article 31 of the CMR treaty.

Article 11 - Other

1. The agreement, including the attached appendices and the conditions that apply to them, replace all previous verbal and written arrangements, agreements or schemes with regard to the outsourcing of transport in question and it exclusively represents the entire agreement between the parties.
2. The parties agree that if one of the provisions of the agreement is invalid or voided, this invalidity will not affect the validity of the other provisions. The invalid provision will be

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replaced with one that reflects the purport and economic effect of the original provision to the greatest possible extent.

3. By accepting the unit order, charter declares to have taken note of these terms and conditions and the contents of all appendices mentioned below, and to accept and comply with the rights and obligations described in those documents.
4. The haulier has the right to change the conditions under which the charter has to provide the service (including procedures, work instructions, etc.) in the interim.

Article 12 - Appendices

The following appendices are attached to the agreement and form an integrated part thereof:

- Appendix 1: Transport instructions for unit charters
- Appendix 2: Invoice instructions for charters