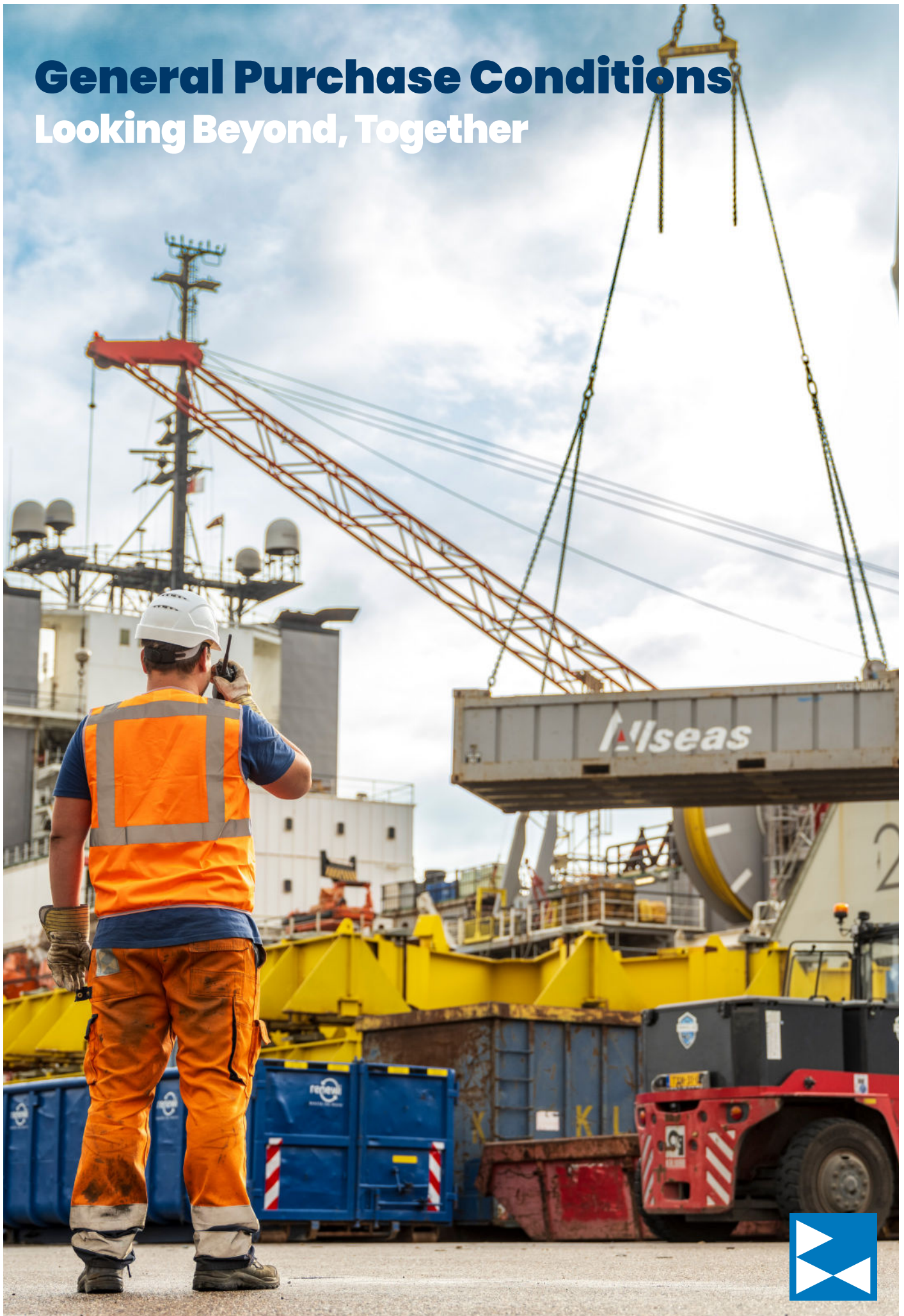


General Purchase Conditions

Looking Beyond, Together



Contents

1	Definitions	1
2	Variation to Terms and Conditions	1
3	Variation of Goods and Service	1
4	Assignment and Subcontracting	1
5	Quality	1
6	Inspection and Testing	2
7	Delay	2
8	Risk and Title	2
9	Packaging and Delivery	2
10	Price and Payment	2
11	Indemnification	2

12	Intellectual Property	3
13	Force Majeure	3
14	Health and Safety	3
15	Licences	3
16	Insurance	3
17	Termination	3
18	Confidential Information	4
19	Code of Conduct	4
20	Notices	4
21	Severability	4
22	Law and Jurisdiction	4

1. DEFINITIONS

In these general purchase conditions:

“Buyer” shall mean a company within the Broekman Group, which company will be specified in the Order. If Buyer consists of several companies that purchase Goods and/or Services from Supplier, separate relationships are established between Supplier on the one hand and the relevant individual Buyer on the other. This implies that the rights and obligations of Supplier, as described in these Terms and Conditions only relate to the delivery of the performance to that individual Buyer and the relationship between Supplier and the individual Buyer.

“Goods” means the subject matter of the Order.

“Order” means an official, written purchase order, agreement or subsequent amendment, by the Buyer, for the purchase of Goods and/or Services, including the relevant documentation.

“Price” means the price agreed for the Goods and/or Services as stated in the Order, inclusive of the cost of delivery, transport to the agreed place of delivery, packaging, insurance, import and other duties but exclusive of VAT.

“Services” means the work and/or services to be performed by the Supplier for the Buyer, as stated in the Order.

“Supplier” means the counterparty of Buyer, who will perform the Order.

“Terms and Conditions” means these present general purchase conditions. heavy equipment handling and a global partner network, we ensure on-time delivery worldwide.

2. VARIATION TO TERMS AND CONDITIONS

Neither Buyer nor Supplier shall be bound by any variation to these Terms and Conditions and entirely excludes all printed or written standard conditions of sale by Supplier, except as may otherwise be agreed in writing by both Supplier and Buyer.

3. VARIATION OF GOODS AND SERVICE

Buyer reserves the right, by written notice to Supplier, to alter the Goods and/or Services. Any adjustment in the Price and/or the delivery time as a result of the alteration shall be by written statement signed by both Buyer and Supplier. In the event that a price or delivery time is then unacceptable to Buyer, the Order may be terminated by Buyer, without any compensation to Supplier.

4. ASSIGNMENT AND SUBCONTRACTING

4.1 Supplier shall not without written permission from Buyer, assign or transfer the Order in whole or in part to any third party.

4.2 Supplier shall not without the written consent of Buyer, subcontract the Order, in whole or in part, with the exception of materials, equipment and parts of minor importance or any part of the Goods for which the manufacturers are named on the Order, or specification. The consent shall not relieve the Supplier from any obligation under the Order.

5. QUALITY

5.1 The Goods and Services provided shall be:

5.1.1 in terms of quantity, quality, specification, description and standards stated, in accordance with the requirements of the Order;

5.1.2 fit for their intended purpose as specified in the Order, either expressly or by implication;

5.1.3 made of first class materials and workmanship and performed by properly qualified and experienced persons, with reasonable care and skill;

5.1.4 equal in every respect to any patterns, samples, or specification provided by either Supplier or Buyer;

5.1.5 capable of any standard performance required in the Order;

5.1.6 In compliance with any current statutory requirement, regulation, or code relative to the manufacture and/or supply of the Goods and/or Services;

5.2 Supplier shall replace or repair free of charge, any Goods and/or Services that are, or become defective within a period of 24 (twenty four) months from the date of delivery. Supplier shall then be responsible for repair or replacement of such Goods and Services, repaired or replaced for a further 12 (twelve) months period.

5.3 In the event that Supplier fails to remedy any defect within reasonable time, Buyer may choose to remedy such defect and Supplier shall indemnify Buyer against all reasonable costs, that result from defective Goods and/or Services supplied by Supplier or any breach of this article 5.

5.4 Supplier shall be responsible for any errors or omissions, in any drawings, calculations, packing details or other particulars supplied by it.

5.5 Any non-conformity shall be regarded as having been present at the time of delivery, unless otherwise proven by Supplier.

6. INSPECTION AND TESTING

6.1 Unless otherwise agreed by the parties, Buyer shall have a right to inspect conformity of the Goods or the Services with the Order within 30 (thirty) calendar days after the receipt of the Goods or the Services.

6.2 Buyer has the right to reject any Goods and/or Services, in whole or in part, if Supplier fails to comply with any of its obligations under the Order.

6.3 If the Goods and/or Services do not meet the approved requirements, Buyer can, without prejudice to its legal rights, seek compensation for damages and costs, at its discretion:

6.3.1 return Goods in whole or in part to Supplier at Supplier's costs and request redelivery with a new delivery date;

6.3.2 terminate the remaining of the Order and claim partial performance;

6.3.3 propose a price reduction, and in case of refusal, Buyer has the right to terminate the Order; or

6.3.4 terminate the Order.

7. DELAY

7.1 Any time or period for delivery agreed in writing shall be of the essence. Supplier shall immediately notify Buyer of any potential delay in dispatch, delivery, performance or completion.

7.2 In the event that the Goods and/or Services are not delivered or performed on time, Buyer has the right to cancel the Order, in whole or in part, without prejudice to Buyer's right to damages (including indirect and consequential damages), or any other remedy available against Supplier for breach of contract, without liability of any kind in respect of Buyer.

7.3 Supplier shall not be entitled to deliver in installments unless otherwise agreed in writing by Buyer. Any partial delivery shall be considered as late delivery and Buyer shall be entitled to refuse such partial delivery and to exercise any of the remedies above.

7.4 Any waiver in respect of delivery or performance by Buyer shall not be interpreted as a waiver of any of Buyer's rights and remedies, unless such a waiver is laid down in writing and signed by a duly authorized representative of Buyer.

8. RISK AND TITLE

8.1 Goods shall be at Supplier's risk until title passes to Buyer.

8.2 Title to the Goods shall pass to Buyer when the delivery to the place appointed by Buyer has been made, without prejudice to rights of rejection, or any other right of Buyer, in respect of these Terms and Conditions.

Where Goods are rejected by Buyer, the transit risk remains with Supplier.

9. PACKAGING AND DELIVERY

9.1 Goods must be properly packed and protected against damage and deterioration whilst in transit and/or in storage and supplied carriage paid and delivered as instructed by Buyer (Incoterms 2020 Delivered Duty Paid).

9.2 Supplier shall deliver the Goods or provide the Services to the address as specified in the Order.

9.3 With the exception of returnable packaging, for which the responsibility remains with Supplier, all other packaging becomes the property of Buyer upon delivery.

9.4 Supplier shall provide with the Goods any warnings regarding safety, any instructions for use and any declarations and documentation evidencing origin.

10. PRICE AND PAYMENT

10.1 The Price for the Goods and Services is fixed and not subject to adjustment, unless otherwise agreed by Buyer in writing and signed by a duly authorized representative of Buyer.

10.2 Unless otherwise agreed, payment will be made by Buyer, upon receipt of a correct and valid invoice containing the PO number, within 30 (thirty) days given the date the invoice was received.

10.3 Buyer and its affiliates are entitled to offset their claims against Supplier, against claims of Supplier against Buyer or its affiliates.

10.4 In case of defects of the Goods and/or the Services, Buyer shall be entitled to retain payment until the defect has been remedied.

11. INDEMNIFICATION

Supplier shall indemnify, hold harmless and defend Buyer from all claims, damages, losses, penalties, liability of any nature or kind and expenses (including legal fees and expenses) arising out of acts or omissions of Supplier, its employees or sub-contractors, in the performance of the Order and specifically arising out of or related to any breach by Supplier of its obligations under articles 19.6 up to and including 19.8.

12. INTELLECTUAL PROPERTY

12.1 All designs, drawings, patterns and other information supplied by Buyer shall remain the property of Buyer, shall be kept confidential, and shall not be used for any purpose other than for carrying out the Order.

12.2 Supplier indemnifies Buyer against all claims relating to infringement of any right of third parties with regard to the performance of the Order.

12.3 The parties shall lay down in the Order arrangements regarding intellectual property rights that arise in the context of the performance of the Order.

12.4 Supplier is not permitted to use brands, trade names and logos of Buyer or its affiliates without the prior written permission of Buyer.

13. FORCE MAJEURE

In the event that either party is delayed from fulfilling its obligations under the Order by reason of circumstances beyond its control, it shall inform the other party as soon as possible. Where any delay is expected for an unreasonable period of time, the party not affected by the delay, may by written notice terminate the Order and no liability shall by reason of such termination, attach to either party.

14. HEALTH AND SAFETY

Supplier warrants that the Goods supplied and/or Services provided in respect of the Order will be safe and without risk to health, when correctly used, and Supplier will provide all required information in connection with the design, testing and use of them, irrespective of whether Buyer has requested such information or otherwise.

15. LICENCES

In the event that performance of the Order requires Buyer to obtain licenses or permits from any government, or other authority, from within the home country or overseas, Supplier shall obtain such licenses or permits, within the required time.

16. INSURANCE

Supplier must maintain insurances with an internationally recognized insurer for all insurable liabilities under the Order. Supplier further agrees that in the event of a claim,

or action, or matter, Supplier and its insurers will provide assistance and advice to Buyer for the purpose of contesting such claims, actions or matters.

17. TERMINATION

17.1 Unless the parties have entered into an Order for a fixed period or have agreed on a different notice period, Buyer is entitled to terminate the Order (prematurely) with due observance of a notice period of one

month, without Supplier being entitled to compensation.

17.2 In the event of (a) failure by Supplier to fulfill (one of) its obligations under the Order (or these Terms and Conditions) and Supplier – after having been notified in writing – does not fulfill its obligation(s) within a reasonable period as stated in the relevant reminder, Buyer is entitled to either suspend the fulfillment of its obligations under the Order with immediate effect and without judicial intervention, and without Buyer being obliged to pay any compensation for damages, or to dissolve or cancel the Order in whole or in part, at the discretion of Buyer. In all cases, Buyer is entitled to charge Supplier for all damage suffered and costs incurred by Buyer.

17.3 Buyer has the right to terminate the Order in whole or in part with immediate effect, without being liable for any compensation, by means of a written notice to Supplier if:

17.3.1 Supplier has been granted a suspension of payments or has been declared bankrupt;

17.3.2 Supplier ceases its business activities or liquidates its business;

17.3.3 the Supplier's permit that is necessary for the execution of the Order is withdrawn; or

17.3.4 there exists a reasonable suspicion that Supplier and/or third parties engaged by it are in breach of the Code of Conduct of Broekman Logistics ("Code").

17.4 Services, subscriptions and in general all agreements where a start date and an end date are declared, or where a limited period of time is agreed upon for the provision of the Services and/or Goods, will be provided by Supplier solely for the period stated on the Order. Any automatic renewal is hereby explicitly excluded.

18. CONFIDENTIAL INFORMATION

18.1 Any information received from Buyer related to an Order shall be considered as confidential, and therefore shall not at any time, except if duly agreed in writing by Buyer, be disclosed or used for any other purpose than for the correct execution of the Order and in any case shall not be used against the interests of Buyer.

18.2 The obligations laid down in article 18.1 shall also continue after the termination of the Order for whatever reason as the case may be.

19. CODE OF CONDUCT

19.1 Supplier shall familiarize itself with the Code available at:

www.broekmanlogistics.com/code-of-conduct/

and shall strictly adhere to the principles expressed in such Code.

19.2 Supplier shall in particular refrain from:

19.2.1 the use of bribery or other corrupt business practices;

19.2.2 the use of child or forced labor;

19.2.3 any form of discrimination on account of race, gender, religion, nationality, ethnic origin, disability, political beliefs, sexual orientation etc.

19.3 Supplier shall furthermore ensure that:

19.3.1 proper working conditions are in place for its employees, in accordance with appropriate health and safety standards;

19.3.2 all employees are treated with respect and fairness and that no harassment is accepted or encouraged.

19.4 Supplier shall moreover comply with all applicable rules and legislation, in particular, but not limited to, employment and environmental laws and regulations.

19.5 Supplier shall procure that all sub-contractors adhere to the Code of Conduct.

19.6 Supplier represents and warrants that it is, and will remain, in full compliance with all applicable economic, trade, and financial sanctions laws, regulations and restrictive measures enacted, imposed, or enforced by the United Nations, the European Union, and any other relevant governmental or regulatory authority ("Sanctions Laws").

19.7 Supplier shall not, directly or indirectly, engage in any transaction or activity that would cause Buyer to be in violation of any Sanctions Laws. Supplier further warrants that neither it nor any of its affiliated entities, directors, officers or employees are subject to any sanctions or listed on any sanctions-related lists maintained by the abovementioned authorities.

19.8 Supplier shall promptly notify Buyer in writing if it becomes subject to any Sanctions Laws or if any transaction under an order becomes subject to any sanction or restriction. In such event, Buyer shall be entitled to suspend or terminate (an) Order(s) with immediate effect, without liability, by written notice to Supplier.

20. NOTICES

20.1 Notices or other documents served under the Order must be in writing and delivered, or sent by first class post, or facsimile to the registered office of the recipient.

20.2 Notices or other documents shall be deemed served, if delivered within 2 working days where posted, or where sent by facsimile, at time of transmission.

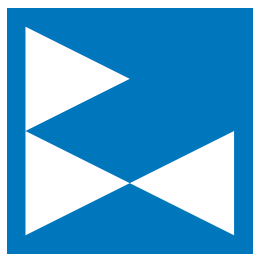
21. SEVERABILITY

If any provision of these Terms and Conditions or any Order is void or unenforceable under applicable mandatory law provisions, this will not affect the validity of other provisions.

22. LAW AND JURISDICTION

22.1 These Terms and Conditions and the Order shall be governed by and construed in accordance with the laws of the Netherlands. The applicability of the Vienna Sales Convention (United Nations Convention on contracts for the sale of goods) is excluded.

22.2 Any dispute arising in connection with the Order and the Terms and Conditions shall, if no amicable settlement can be reached through negotiations, be submitted to the exclusive jurisdiction of the competent court at Rotterdam, the Netherlands.



BROEKMAN
LOGISTICS
