

GENERAL TERMS AND CONDITIONS LUBBERS ROAD TRANSPORT

Version September 2025



An AIT Worldwide Logistics Company



General section

Preamble

Lubbers Road Transport is engaged in the transport of goods by road and related activities as agreed with the Client.

Lubbers Road Transport is a trade name of Lubbers Transport Group B.V., a division of the Lubbers Transport Logistics Group.

Lubbers Transport Group B.V. includes the following entities (affiliated companies), for whose benefit these general terms and conditions have been drawn up:

- Lubbers UK Ltd.
- Lubbers Romania srl
- Lubbers Denmark Aps
- Lubbers Norway AS
- Lubbers Benelux B.V.
- Lubbers Germany GmbH
- Lubbers Italy srl

All aforementioned entities are referred to in this agreement by the trade name 'Lubbers Road Transport'.

1. Definitions

In these General Terms and Conditions, the following terms have the following meanings, unless expressly stated otherwise:

- a. '**General Terms and Conditions**' are the present General Terms and Conditions of Lubbers Road Transport, version September 2025;
- b. '**Information**' includes all oral, written, visual or digital documents containing information, data and knowledge, or any derivatives thereof. This may include, but is not limited to: company information, consignment notes, customs documents, loading and unloading instructions, transport agreements, insurance documents, technical drawings and other means of communication that support and guarantee the request, offer, execution, transfer and regulation of the Work. The documentation may be available both physically and electronically.
- c. '**Lubbers Road Transport**' is the private limited company Lubbers Transport Group B.V. established and with registered offices in Schoonebeek at Klaverakker 1 (7761 RA) and registered with the Chamber of Commerce under number 04080069, as well as its affiliated companies;
- d. '**Client**' is any natural or legal person with whom Lubbers Road Transport enters into a contract or other agreement, or to whom Lubbers Road Transport makes an offer in the context of the exercise of the business of Lubbers Road Transport;
- e. '**Work**' is all services to be performed for which the agreement has been concluded;
- f. '**Working days**' are days worked between 08:00 and 17:00 on any day of the week with the exception of Saturdays, Sundays, and generally recognised Christian and national holidays;
- g. '**Working hours**' are hours worked between 08:00 and 17:00 on any day of the week with the exception of Saturdays, Sundays, and generally recognised Christian and national holidays.
- h. '**Forwarding**' is the agreement whereby Lubbers Road Transport undertakes towards the Client to have goods transported, as well as to provide any other form of service that Lubbers Road Transport performs in that context..
- i. '**Hoisting work**' is the agreement whereby Lubbers undertakes to provide the Client with manned or unmanned equipment to hoist and move goods vertically, whether or not under the direction and supervision of the Client, as referred to in the applicable industry conditions.
- j. '**Combined transport**' is the agreement whereby Lubbers Road Transport undertakes to the Client in one and the same agreement to transport goods with at least two different transport media.

- k. **'Warehouse use'** is the agreement, whether or not by way of rental, whereby Lubbers Road Transport undertakes to the Client to make (one or more) empty and bare warehouse and business premises available to the Client.
- l. **'Storage'** is the agreement whereby Lubbers Road Transport undertakes to the Client to store goods for a period determined by agreement. Any supply and removal of goods to be carried out by Lubbers Road Transport, including loading manipulations of goods in connection with the storage, do not fall under the term "storage" but under, for example, "Road transport", "Combined transport" or "hoisting work".
- m. **'Road transport'** is the agreement whereby Lubbers Road Transport undertakes to the Client to transport goods by road.

2. Applicability

- a. These General Terms and Conditions apply to all offers made by Lubbers Road Transport, agreements concluded and the factual and legal acts performed in execution of the same. A copy of these conditions can be downloaded free of charge from the website www.LubbersRoadTransport.net/services/road-transport/algemenevoorwaarden and will also be sent free of charge upon first request. The applicability of any other conditions is hereby expressly rejected.
- b. The General Terms and Conditions consist of a general section and a number of special sections. The general section applies to all offers made by Lubbers Road Transport and agreements concluded with it.
- c. The special sections apply in addition to the general section. In the event of a conflict between the special section and the general section, the provisions of the applicable special section shall prevail, taking into account article 10 paragraph h.
- d. In the event of a conflict between the conditions as set out in the agreement and the General Terms and Conditions, the conditions as set out in the agreement shall prevail.
- e. If one or more provisions of these General Terms and Conditions are or become null and void, in whole or in part, the other provisions or parts thereof shall remain fully applicable.
- f. These general terms and conditions refer several times to the usual industry terms and conditions. These industry terms and conditions are included as a link in this text and will also be sent free of charge upon first request.
- g. These General Terms and Conditions are available in Dutch, English and German. In the event of disputes regarding the interpretation of these General Terms and Conditions of any nature whatsoever, the Dutch text shall prevail.

3. Other applicable terms, laws and treaties

- a. Chartering (voyage charter party)
For agreements concerning the chartering of a vessel or vessel space (voyage charter parties), the provisions of the *Uniform General Charter Party* ("GENCON"), latest edition, as recommended by the Baltic and International Maritime Council (BIMCO), shall apply.
If, in connection with a charterparty, a bill of lading is issued, the provisions of that bill of lading shall be expressly set aside, and only the provisions of the applicable charterparty (GENCON) and these General Terms and Conditions shall apply.
- b. Carriage of goods by sea
For agreements concerning the carriage of goods by sea (including container transport, liner services, and general cargo), the provisions of the *Brussels Convention of 25 August 1924 for the Unification of Certain Rules Relating to Bills of Lading* ("Hague Rules"), as amended by the Protocols of 23 February 1968 and 21 December 1979 ("Hague-Visby Rules"), shall apply. To the extent that the Hague-Visby Rules do not apply by operation of law, they shall be deemed to be contractually incorporated.
- c. The CMNI Convention (Budapest Convention) applies to cross-border carriage by inland waterway.
- d. The COTIF/CIM Convention and any amendments thereto apply to cross-border carriage by rail insofar as they have entered into force within the applicable jurisdiction.
- e. The Warsaw Convention of 1929 and any amendments thereto apply to carriage by air.

4. Offers

- a. All offers and/or quotations are without obligation and are valid for 30 days.

- b. All prices are exclusive of VAT.
- c. Verbal offers by Lubbers Road Transport or its subordinates are not binding unless confirmed in writing by them.
- d. The conclusion of an agreement and all amendments thereto are never (solely) dependent on a so-called Purchase Order to be sent by the Client, but an agreement is concluded by an offer from Lubbers Road Transport and an unambiguous acceptance thereof by the Client.
- e. Each offer is based on performance by Lubbers Road Transport under normal circumstances and during normal working hours on the basis of the applicable Working Hours Act and CAO, unless expressly stated otherwise in writing.
- f. If the Client provides Lubbers Road Transport with Information, such as, but not limited to: numbers, times, dimensions, weights, centres of gravity and drawings, the Client guarantees the correctness thereof and Lubbers Road Transport will base its offer on this.
- g. If the offer of Lubbers Road Transport is not accepted, Lubbers Road Transport has the right to charge the Client for all costs it has had to incur in order to make its offer.
- h. In the event of subsequent increases in one or more cost price factors (purchase prices, wage costs, taxes, social security contributions, freight costs including fuel prices, changes in exchange rates, etc.), Lubbers Road Transport is entitled to increase the original price accordingly.
- i. Unless requested to do so by the Client and confirmed in writing by Lubbers Road Transport, Lubbers Road Transport will not take out any goods insurance or similar insurance with respect to the matters for which it concludes an agreement with the Client.

5. Information

- a. The Client is obliged to provide all Information, including but not limited to (technical) documentation, drawings, method statements, nature of the goods, DV agreement and amendments, which Lubbers Road Transport indicates are necessary, or which the Client should reasonably understand are necessary for the correct execution of the agreement, complete, upon first request, and at least in good time and free of charge to Lubbers Road Transport. The above also applies if the Information originates from third parties.
- b. The Client guarantees the correctness and completeness of the aforementioned Information. Lubbers Road Transport is in no way liable in this regard. The Client indemnifies Lubbers Road Transport against all consequences resulting from the inaccuracy, incorrectness or incompleteness of the Information made available by or on behalf of the Client.
- c. Both the Client and Lubbers Road Transport guarantee that all Information received from the other party will be treated confidentially and will remain secret.
- d. Only if expressly stated in the agreement will Lubbers Road Transport check the Information provided by or on behalf of the Client for errors, omissions and/or ambiguities. The above only applies to the extent that this falls within the normal business activities and professional expertise of Lubbers Road Transport. However, the Client will at all times be and remain fully responsible and liable for the consequences of errors, omissions and/or ambiguities in this Information.
- e. The Client cannot derive any rights from advice and Information that it receives from Lubbers Road Transport if these do not directly relate to the order.
- f. The Information provided by Lubbers Road Transport may not be copied, used or shown to third parties, or used for commercial purposes other than those for which it was provided, without the prior express written consent of Lubbers Road Transport. The Client is also expressly prohibited from selling the Information provided by Lubbers Road Transport to, by or through third parties in any form whatsoever, unless otherwise agreed in writing.
- g. The Client shall guarantee the structural integrity of the goods, including the suitability of the goods for the method used during the Work. This provision applies in particular to pressures and/or pressure classes, hoisting and lifting equipment, packaging and load carriers.
- h. The Client shall, upon first request, issue a relevant clean declaration or decontamination declaration to Lubbers Road Transport with regard to the goods to be transported.

6. Execution of the work

- a. Lubbers Road Transport will ensure that the deployed employee has the expertise and qualifications and meets the requirements as specified in the applicable legislation and possibly further specified in the Agreement and that he/she is fully qualified to perform the work as specified in the Agreement.

- b. Within the limits set in the previous paragraph, Lubbers Road Transport is free to organise and perform its work at its own discretion.
- c. If at any time Lubbers Road Transport anticipates that it will not be able to fulfil its obligations in connection with an accepted order, or will not be able to do so on time or properly, Lubbers Road Transport will immediately inform the Client of this.
- d. In the event that Lubbers Road Transport purchases items for the Work, this purchase will be carried out entirely at the expense and risk of the Client. The (purchase/sales) conditions of the original seller apply back to back to the agreement between Lubbers Road Transport and its Client.
- e. In no event shall Lubbers Road Transport and its employees be obliged to carry out activities, instructions and/or directions from any party if, in the sole reasonable opinion of Lubbers Road Transport and its employees, this is unsafe and/or potentially dangerous to life or property. Lubbers Road Transport and its employees are at all times authorised to suspend work if, in the sole reasonable opinion of Lubbers Road Transport or its employee(s), an unsafe situation occurs or there is a potential danger to life or property, without Lubbers Road Transport being obliged to compensate for any damage or costs.
- f. Parties shall act in accordance with all laws, regulations, rules and measures (including the RI&E) with regard to safety, environment, health and working conditions. The Client shall ensure that the working conditions at the location (in particular with regard to safety and health) are good and fully in accordance with the required standards and fully in accordance with local regulations and requirements.
- g. Lubbers Road Transport will provide a basic set of CE-approved and ISO/EN-standard clothing and PPE. A basic set of PPE is understood to mean:
 - helmet
 - gloves
 - overall
 - safety (sun) glasses
 - work shoes
- h. The Client is obliged to provide CE-approved and ISO/EN-standardised, effective and suitable project-specific clothing and PPE, such as but not limited to: H2S gas detector, fire-retardant and antistatic overalls, overalls with special coating, fall protection harness and life jacket.
- i. Unless otherwise agreed, Lubbers Road Transport is at all times permitted to have the agreement executed in whole or in part by subcontractors and/or third parties.

7. Impossibility of performance of the order

- a. Lubbers Road Transport has the right to suspend the performance of its obligations if it is temporarily prevented from performing its obligations due to circumstances that were not foreseeable when the agreement was concluded and that are beyond its sphere of influence.
- b. Circumstances that were not foreseeable by Lubbers Road Transport and that are beyond its sphere of influence include, among other things, the circumstance that suppliers and/or subcontractors of Lubbers Road Transport do not or do not meet their obligations in a timely manner, the weather, earthquakes, pandemic or epidemic, fire, loss or theft of tools, the loss of materials to be processed, roadblocks, strikes or work stoppages and import or trade restrictions.
- c. Lubbers Road Transport is no longer authorised to suspend performance if the temporary impossibility of performance has lasted more than six months, or if it is anticipated that performance will be permanently impossible. The agreement can only be terminated after this period has expired and only for that part of the obligations that have not yet been fulfilled. In that case, the parties are not entitled to compensation for the damage suffered or to be suffered as a result of the termination.
- d. Lubbers Road Transport is not liable for damages with regard to the suspension and all consequences thereof.

8. Cancellation by the Client

- a. Cancellation of a fixed-term reservation is not possible.
- b. An order can only be cancelled in writing. In the event of cancellation, the Client is liable for the full costs incurred for:
 - project-specific investments already made

- (de)mobilisation of employees and equipment, such as, but not limited to order picking, travel and accommodation costs, pre-testing, storage, certification and transport.
- work preparation, such as, but not limited to engineering, project management, contract work, permit applications.

Whereby the costs are based on all activities related to the initial agreement, including the changes made from the first moment of application.

- c. Unless otherwise agreed; in the event of full or partial cancellation, the Client shall owe Lubbers Road Transport compensation as follows:
 - In the event of cancellation of the last initial commencement of the order announced and approved by Lubbers Road Transport, at least 70% of the contract price;
 - In the event of cancellation less than 48 hours before the last initial commencement of the order announced and approved by Lubbers Road Transport: 100% of the agreed price.

9. Suspension by the Client

- a. Suspension of a reservation for a specific period is not possible. Extension of a reservation is only possible if this has been approved in writing by Lubbers Road Transport.
- b. An order can only be suspended in writing and prior to the commencement of the order, and such suspension applies from the last initial commencement of the order announced and approved to Lubbers Road Transport. During the suspension, the Client owes Lubbers Road Transport compensation as follows:
 - 100% of the initial daily price of the equipment and personnel to be deployed or made available;
 - fixed and flexible ongoing costs, such as, but not limited to (de)mobilisation of employees and equipment, rent, travel and accommodation costs, storage, ongoing permits;
 - costs charged by third parties.

The foregoing does not affect Lubbers Road Transport's right to other compensation.

- c. Without prejudice to other provisions of these conditions, suspension is only possible under the following conditions:
 - suspension is no longer possible once the Work has commenced.
 - as soon as the Client has knowledge on the basis of which it expects, or can expect, that a suspension is imminent, it must immediately inform Lubbers Road Transport thereof, failing which the Client will be in default by operation of law.
 - as soon as the equipment or the employee(s) made available by Lubbers Road Transport are deployed again, the suspension is immediately terminated;
 - the possibility to suspend can only be based on circumstances that were unforeseen at the time of concluding the agreement;
 - when a period of suspension has started and the work must be resumed, the Client must inform Lubbers Road Transport of this as soon as possible, but no less than 2 working days prior to the resumption of the work.
 - resumption of the work is subject to availability.
 - the delivery of goods is extended by the duration of the suspension and is subject to availability.
- d. After 7 calendar days of suspension, the order is automatically cancelled. Article 7 applies.
- e. Lubbers Road Transport has the right to charge the Client for changes in the initial order and the costs for (extra) work preparation as a result of the suspension.

10. Liability

- a. All actions and activities, including the provision of advice, are at the expense and risk of the Client.
- b. To the extent that any liability would rest with Lubbers Road Transport under these General Terms and Conditions with regard to items entrusted to it, this liability is limited to the moment of receipt until the moment of delivery to the Client or the person designated by the latter for this purpose.
- c. The Client is liable for all damage, every accident and every breach of a contractual or non-contractual obligation. The Client shall indemnify and hold harmless Lubbers Road Transport against any claim for damages in this regard.

- d. The Client shall indemnify and hold harmless Lubbers Road Transport against claims and fines as a result of actions and omissions by the Client that constitute a breach of a sanction law and/or regulation.
- e. The Client is liable for damage caused by the provision of incorrect, incomplete, late or misleading information to Lubbers Road Transport. This may relate to the goods, including their nature, risks and special handling requirements, weight, quantity, special actions or handling instructions for cargo (such as hazardous substances).
- f. The Client is responsible for the correct packaging and labelling of the goods. The sender is obliged to load, stow and unload the agreed items in or on the vehicle, unless the parties agree otherwise or the nature of the intended transport, taking into account the items to be transported and the vehicle made available, dictates otherwise.
- g. If Lubbers Road Transport is liable for any damage under these General Terms and Conditions, the liability of Lubbers Road Transport is limited to a maximum of 3 times the invoice value of the order, or at least to that part of the order to which the liability relates. Unless otherwise specified in these General Terms and Conditions.
- h. Notwithstanding Article 2, paragraph c, second sentence, and irrespective of any contrary provisions in one or more Special Sections of these General Terms and Conditions, the liability of Lubbers Road Transport - for any reason whatsoever - shall in all cases never exceed €1,000,000 per event or series of events arising from the same cause of damage, unless otherwise provided by mandatory law.
- i. The parties are not liable for each other's indirect, immaterial or consequential damage, such as but not limited to loss of profit, business interruption, reputational damage and missed orders. This with the exception of loss of rent and missed rent payments of Lubbers Road Transport and unless this is caused by intent or gross negligence of the other party.
- j. The Client can no longer invoke a defect in the performance if it has not immediately and at least within 14 days after it discovered the defect or should reasonably have discovered it, complained to Lubbers Road Transport in writing.
- k. Notwithstanding the provisions regarding limitation and expiry as mentioned in the special section of these General Terms and Conditions, any claim against Lubbers Road Transport shall expire after a period of one year.

11. Sanctions legislation

- a. Lubbers Road Transport shall not be liable for any damages, costs, fines or losses, directly or indirectly arising from or in connection with sanctions legislation, including but not limited to:
 - delays, cancellations or refusals of transport orders as a result of applicable sanctions, trade restrictions or government regulations;
 - the inability to deliver goods or provide services in areas subject to sanctions or restrictions;
 - claims, actions or legal proceedings arising from compliance with sanctions legislation or other relevant regulations.
- b. Lubbers Road Transport reserves the right to refuse or cancel orders at any time if:
 - they are (or could be) in conflict with sanctions legislation or other applicable regulations;
 - there is a reasonable suspicion that the execution of the order exposes Lubbers Road Transport to legal, financial or operational risks as a result of sanctions or trade restrictions.
- c. The Client shall indemnify and hold harmless Lubbers Road Transport from and against all costs (including legal costs), fines, damages and claims arising from any violation of sanctions legislation.

12. Payment

- a. The consignment note signed by the recipient shall be deemed to be full proof of delivery of the goods. The consignment note shall be recognised by the parties as equivalent to a Lieferschein and shall be sufficient for administrative processing and payment of the invoice.
- b. Unless expressly agreed otherwise in writing, payment shall be made within 30 (thirty) days of the invoice date, to the bank account specified by Lubbers Road Transport in the currency specified on the invoice.
- c. If the payment term is exceeded, Lubbers Road Transport shall be entitled to charge default interest on the outstanding amount from the due date until the date of full payment. In that

case, the Client shall owe default interest from the date of default at the commercial interest rate as referred to in Article 6:119a of the Dutch Civil Code. The default interest shall be calculated; this without prejudice to all other rights of Lubbers Road Transport to recover additional costs and damages from the Client for the collection of the outstanding claim.

- d. Regardless of the agreed payment conditions, the Client is obliged to provide sufficient security for payment at the request of Lubbers Road Transport. If the Client does not comply with this within the set term, it will immediately be in default. In that case, Lubbers Road Transport has the right to terminate the agreement and recover its damages from the Client.
- e. The Client is not permitted to offset any amount owed by it to Lubbers Road Transport with amounts that Lubbers Road Transport may owe to the Client. The Client is also not entitled to suspend payment under this Agreement in connection with any other agreement concluded with Lubbers Road Transport.
- f. In the event of liquidation, bankruptcy, attachment or suspension of payment under the Client, the claims of Lubbers Road Transport on the Client are immediately due and payable.
- g. If Lubbers Road Transport is wholly or partially successful in legal proceedings, all costs incurred by it in connection with these proceedings shall be borne by the Client.

13. Right of retention and pledge

- a. Lubbers Road Transport has a right of retention and pledge against anyone who requests delivery thereof on goods, documents and monies that Lubbers Road Transport has or will have in its possession for all claims that Lubbers Road Transport has or may have against the Client.
- b. Lubbers Road Transport is entitled to exercise the right of retention and pledge referred to under a. for what the Client may still owe to Lubbers Road Transport in connection with previous orders.
- c. Lubbers Road Transport may also exercise the right of retention and pledge against the sender for what is still owed to it in connection with previous transport agreements.
- d. Lubbers Road Transport may also exercise the right of retention and pledge against the consignee, who in that capacity entered into previous transport agreements, for what is still owed to it in connection with those agreements.

14. Use of Artificial Intelligence (AI) and Data Protection

- a. The Client guarantees that when using artificial intelligence (AI) in relation to the goods and services provided by Lubbers Road Transport, all applicable laws and regulations are complied with, including the AI Act and the General Data Protection Regulation (GDPR).
- b. The Client guarantees that the AI systems used by the Client are safe and respect fundamental rights, regardless of whether these systems are developed within or outside the European Union. The Client acknowledges that AI systems are classified into different risk categories under the AI Act and that stricter, lighter or no rules may apply depending on the category in which an AI system falls. The Client is responsible for a correct assessment and appropriate measures.
- c. The Client may not enter any personally identifiable data, business-sensitive information, designs or brand names of Lubbers Road Transport and its affiliated entities into public or unsecured AI systems (such as ChatGPT, Google Gemini, Microsoft Copilot or other generative AI tools).
- d. Notwithstanding any other provisions in these General Terms and Conditions, the Client is fully responsible for the use of AI and the consequences thereof. Lubbers Road Transport cannot be held liable for any damage or legal consequences resulting from the incorrect or unauthorized use of AI by the Client. The Client indemnifies Lubbers Road Transport against all claims, damages or costs resulting from the use of AI in violation of this provision.
- e. If Lubbers Road Transport determines or reasonably suspects that AI is being used in a risky or unauthorized manner in relation to its products or services, it has the right to take appropriate measures, such as suspending or terminating the agreement and/or demanding remedial measures.

15. Applicable law and choice of forum

- a. These general terms and conditions, agreement and/or the resulting orders are subject to the law of the country where the service is performed. Notwithstanding the foregoing, in the case

of agreements with a cross-border nature (such as cross-border multimodal transport), the law of the country in which the Lubbers Road Transport entity that concluded the agreement is established applies.

- b. The Vienna Sales Convention 1980 is excluded, as well as any other international regulation the exclusion of which is permitted.
- c. All disputes arising from or in connection with a legal relationship between the parties shall be exclusively heard by the court within the district where the entity of Lubbers Road Transport that entered into the agreement is established, unless Lubbers Road Transport chooses to approach a different competent court.
- d. Proceedings shall be conducted in the English language, or at the choice of Lubbers Road Transport, in the official language of the country in which the entity of Lubbers Road Transport that entered into the agreement is established.

Special Section I; the Netherlands

16. Applicability of special section I

- a. The provisions of Special Section I apply to agreements to which Dutch law applies.

17. Road transport

- a. The General Transport Conditions 2002 (AVC), latest version, apply to every agreement for the transport of goods by road, where the place of receipt of the goods and the place intended for delivery, as indicated in the agreement, are located within the national borders of the Netherlands.
- b. The AVC 2002, apply in addition to agreements to which the CMR Convention applies.
- c. Any agreement for the transport of goods by road (whether or not across borders) with a vehicle or combination of vehicles, including the load carried therein, that does not meet the statutory requirements with regard to width, height, length, mass or axle loads, shall be subject to the *Algemene Voorwaarden Voor Exceptioneel Transport* (AVET), filed with the Registry of the Courts of Amsterdam and Rotterdam, latest version.

18. Forwarding

- a. The *Nederlandse Expeditievoorwaarden* (Dutch Forwarding Conditions; FENEX), as filed with the Registry of the District Courts in Rotterdam and Amsterdam on 1 May 2018, apply to every agreement for the carriage of goods, as well as to all activities performed by the forwarder, such as storage, distribution, customs clearance, insurance, repacking, weighing, marking, order picking, invoicing, etc.

19. Hoisting work

The General Terms and Conditions of the Vereniging Verticaal Transport, filed with the Registry of the District Courts in Amsterdam and Rotterdam, latest version, apply to hoisting work.

Special Section II; United Kingdom

20. Applicability of special section II

- a. The provisions of Special Section II apply to agreements governed by English law.

21. Road transport

- a. The Road Haulage Association Limited Conditions of Carriage (RHA), latest version, apply to any agreement for the transport of goods by road, where the place of receipt of the goods and

the place designated for delivery, as indicated in the agreement, are located within the borders of the United Kingdom.

- b. The Client may request an increase in the carrier's liability limit on the basis of the RHA. Such an increase will only be effected if both parties have expressly agreed to this in writing. In that case, the Client is also obliged to agree on an increase in the transport costs with Lubbers Road Transport. If such an increase in the transport costs cannot be achieved, the liability limit as primarily determined in the RHA will continue to apply.
- c. The CMR Convention applies to every agreement for the transport of goods by road, when the place of receipt of the goods and the place designated for delivery, as indicated in the agreement, are located in two different countries, of which at least one is a party to the Convention, regardless of the place of residence and nationality of the parties.
- d. The RHA, apply in addition to agreements to which the CMR Convention applies.

22. Forwarding

- a. The British International Freight Association (BIFA) standard trading conditions 2021 England edition apply to every agreement for the transport of goods, as well as all activities carried out by the forwarder, such as storage, distribution, customs clearance, insurance, repacking, weighing, marking, order picking, invoicing, etc.

23. Hoisting work

The General Terms and Conditions of the Vereniging Verticaal Transport, filed with the Registry of the Courts of Amsterdam and Rotterdam, the Netherlands, latest version, apply to hoisting work.

Special Section III; Germany

24. Applicability of special section III

- a. The provisions of Special Section III apply to agreements to which German law applies.

25. Road transport

- a. If Lubbers Road Transport promises the success of the transport, it does not act as a forwarding agent, but as a carrier.
- b. The *Allgemeine Deutsche Speditionsbedingen* (ADSp), latest version, apply to every agreement for the transport of goods by road, where the place of receipt of the goods and the place designated for delivery, as indicated in the agreement, are located within the national borders of Germany.
- c. The CMR Convention applies to every agreement for the transport of goods by road, where the place of receipt of the goods and the place designated for delivery, as indicated in the agreement, are located in two different countries, of which at least one is a party to the Convention, irrespective of the place of residence and nationality of the parties.
- d. The ADSp, are additionally applicable to agreements to which the CMR Convention applies.
- e. The liability of Lubbers Road Transport for exceeding the delivery period is limited to three times the amount of the freight.
- f. For transports that do not meet the standard measures for weight, dimensions or load, and that require special permits, route planning and guidance (hereinafter Exceptional Transport or Heavy Transport), the Parties may agree on specific contractual conditions in addition to the ADSp that are appropriate to the nature of the exceptional transport, such as but not limited to:
 - a. permit requirements
 - b. route planning and guidance
 - c. safety and signalling requirements

The additional conditions cannot exclude or limit the statutory liability standards as laid down in the Handelsgesetzbuch, (HGB.)

26. Forwarding

- a. When Lubbers Road Transport promises to organise the transport, it does not act as a carrier, but as a forwarder.
- b. The ADSp, latest version, applies to every agreement as referred to in paragraph a of this article, as well as to all activities carried out by the forwarder, such as storage, distribution, customs clearance, insurance, repacking, weighing, marking, order picking, invoicing, etc.

27. Hoisting work

The Allgemeine Geschäftsbedingungen der Bundesfachgruppe Schwertransport und Kranarbeiten 2019 (AGB-BSK Kran und Transport 2019) (as of 31.07.2020) apply to hoisting work.

Special Section IV; Denmark

28. Applicability of special section IV

- a. The provisions of Special Section IV apply to agreements governed by Danish law.

29. Road transport

- a. The provisions of the CMR Convention apply to every agreement for the transport of goods by road, where the place of receipt of the goods and the place designated for delivery, as indicated in the agreement, are located within the borders of Denmark, unless mandatory legal rules oppose this. The parties explicitly agree that the liability of Lubbers Road Transport is limited in accordance with the provisions of the CMR Convention.
- b. The CMR Convention also applies to every agreement for the transport of goods by road, where the place of receipt of the goods and the place designated for delivery, as indicated in the agreement, are located in two different countries, of which at least one is a party to the Convention, irrespective of the place of residence and nationality of the parties.
- c. Lubbers Road Transport is not responsible for loading and/or unloading.
- d. If it is explicitly stated in the transport agreement that Lubbers Road Transport is also responsible for loading and unloading, then the liability limit of Lubbers Road Transport with respect to these actions is equal to the liability limit as included in the CMR Convention.

30. Limitation

- a. The legal actions to which a transport subject to the transport agreement gives rise shall expire after one year. In the event of intent or fault, which according to the law of the court before which the action is pending is equated with intent, the limitation period is three years. The limitation period runs:
 - in the event of partial loss, damage or delay, from the day on which the goods were delivered;
 - in the event of complete loss, from the thirtieth day after the expiry of the agreed term or, in the absence of such a term, from the sixtieth day after receipt of the goods by Lubbers Road Transport;
 - in all other cases, after a period of three months has elapsed since the conclusion of the transport agreement.

The day indicated above as the start of the limitation period is not included in the limitation period.

- b. A written claim suspends the limitation period until the day on which Lubbers Road Transport rejects the claim in writing and returns the enclosed documents. In the event of partial acceptance of the claim, the limitation period resumes its course only for the part of the claim that remains disputed. The proof of receipt of the claim or of the answer and of the return of the documents rests with the party that invokes this fact. Further claims relating to the same subject do not suspend the limitation period.

- c. With due observance of the provisions of paragraph b, the suspension of the limitation period is governed by the law of the court before which the case is pending. The same applies to the interruption of the limitation period.
- d. A claim that has expired can no longer be asserted in the form of a counterclaim or an exception.

31. Forwarding

- a. When Lubbers Road Transport promises to organise the transport, it does not act as a carrier, but as a forwarder.
- b. The *Nordisk Speditørforbunds Almindelige Bestemmelser* (NSAB) 2015, latest Nordisk Speditør version, applies to every agreement as referred to in paragraph a of this article, as well as to all activities carried out by the forwarder, such as storage, distribution, customs clearance, insurance, repacking, weighing, marking, order picking, invoicing, etc.

32. Hoisting work

The General Terms and Conditions of the Vereniging Verticaal Transport, filed with the Registry of the Courts of Amsterdam and Rotterdam, the Netherlands, latest version, apply to hoisting work.

Special Section V; Italy

33. Applicability of special section V

- a. The provisions of Special Section V apply to agreements governed by Italian law.

34. Road transport

- a. The provisions of the CMR Convention apply to any agreement for the transport of goods by road, where the place of receipt of the goods and the place designated for delivery, as indicated in the agreement, are located within the national borders of Italy, unless mandatory legal rules oppose this. The parties explicitly agree that the liability of Lubbers Road Transport is limited in accordance with the provisions of the CMR Convention.
- b. The CMR Convention also applies to any agreement for the transport of goods by road, where the place of receipt of the goods and the place designated for delivery, as indicated in the agreement, are located in two different countries, of which at least one is a party to the Convention, regardless of the place of residence and nationality of the parties.
- c. Lubbers Road Transport is not responsible for loading and/or unloading.
- d. If the transport agreement explicitly states that Lubbers Road Transport is also responsible for loading and unloading, then the liability limit of Lubbers Road Transport with respect to these actions is equal to the liability limit as included in the CMR Convention.
- e. Notwithstanding the foregoing, the compensation owed by Lubbers Road Transport cannot exceed 1 euro per kilogram gross weight of the goods that are lost or damaged during national transport by land, loading and unloading.
- f. In the event that the transport is carried out with several carriers of different nature and it cannot be distinguished at which stage of the transport the damage occurred, the compensation owed by Lubbers Road Transport may in any case not exceed 1 euro per kilogram of gross weight of lost or damaged goods in the case of national transport and 3 euros for each kilogram of gross weight of lost or damaged goods in the case of international transport.
- g. The provisions of paragraph e and f may not be deviated from in favour of Lubbers Road Transport, except in the cases and in the manner provided for by the special laws and applicable international treaties. (such as CMR)

35. Forwarding

- a. The Italian General Forwarding Conditions Fedespedi (the National Federation of International Forwarding Companies) apply to every agreement for the carriage of goods, as well as to all activities carried out by the forwarder, such as storage, distribution, customs clearance, insurance, repacking, weighing, marking, order picking, invoicing, etc.

36. Hoisting work

The General Terms and Conditions of the Vereniging Verticaal Transport, filed with the Registry of the Courts of Amsterdam and Rotterdam, the Netherlands, latest version, apply to hoisting work.

Special Section VI; Romania

37. Applicability of special section VI

- a. The provisions of Special Section VI apply to agreements to which Romanian law applies.

38. Road transport

- a. The provisions of the CMR Convention apply to every agreement for the transport of goods by road, where the place of receipt of the goods and the place intended for delivery, as indicated in the agreement, are located within the national borders of Romania, unless mandatory legal rules oppose this. The parties explicitly agree that the liability of Lubbers Road Transport is limited in accordance with the provisions of the CMR Convention.
- b. The CMR Convention also applies to any agreement for the transport of goods by road, when the place of receipt of the goods and the place intended for delivery, as indicated in the agreement, are located in two different countries, of which at least one is a party to the Convention, regardless of the place of residence and nationality of the parties.
- c. Lubbers Road Transport is not responsible for loading and/or unloading.
- d. If it is explicitly stated in the transport agreement that Lubbers Road Transport is also responsible for loading and unloading, then the liability limit of Lubbers Road Transport with regard to these actions is equal to the liability limit as included in the CMR Convention.

39. Forwarding

- a. The forwarding agreement is an agreement whereby Lubbers Road Transport undertakes to conclude a transport agreement and/or perform additional actions in its own name and on behalf of the Client.
- b. The General Terms and Conditions of USER, the Uniunea Societăților de Expediții din România; or the Romanian Association of Forwarders, apply to every forwarding agreement.
- c. The liability arrangement also applies to damage resulting from transport, storage, transshipment, packaging or additional services that the forwarding company performs on behalf of the Client.

40. Hoisting work

The General Terms and Conditions of the Vereniging Verticaal Transport, filed with the Registry of the Courts of Amsterdam and Rotterdam, the Netherlands, latest version, apply to hoisting work.