

## GENERAL TERMS & CONDITIONS

### General Section

#### Preamble

Lubbers Projects specializes in complex logistics projects and is engaged in organizing the horizontal and vertical transport of goods, including turnkey drilling rig relocations, pipeline projects, consultancy services, and offshore container rental.

Lubbers Projects is the trade name of Lubbers Projects B.V., and these General Terms and Conditions are also used by Lubbers Projects & Services.

### 1. Definitions

In these General Terms and Conditions, the following terms are used with the following meanings, unless explicitly stated otherwise:

- a. **“General Terms and Conditions”** are the present General Terms and Conditions of Lubbers Projects, version October 2025;
- b. **“Industry Terms and Conditions”** are the terms customary in the industry and referred to in Article 3 a, b, and c.
- c. **“Information”** includes all oral, written, visual, or digital documents containing information, data, and knowledge, or any derivative works thereof. This may include, but is not limited to: company information, bills of lading, customs documents, loading and unloading instructions, transport contracts, insurance documents, technical drawings, and other communication tools that support and guarantee the request, offer, execution, transfer, and regulation of the Work. The documentation may be available both physically and electronically.
- d. **“Lubbers Projects”** is:
  - the private limited company Lubbers Projects B.V., established and with its registered office at Klaverakker 2 (7761 RA) in Schoonebeek, registered with the Chamber of Commerce under number 01128871, as well as its affiliated companies;
  - the private limited company Lubbers Projects and Services B.V., established and with its registered office at Klaverakker 2 (7761 RA) in Schoonebeek, registered with the Chamber of Commerce under number 04010845, as well as its affiliated companies;
- e. **“Client”** is any natural person or legal entity with whom Lubbers Projects enters into an assignment or other agreement, or to whom Lubbers Projects makes an offer;
- f. **“Work”** is all services to be performed for which the agreement has been concluded;
- g. **“Working days”** are days worked between 8:00 AM and 5:00 PM on any day of the week, excluding Saturdays, Sundays, and generally recognised Christian and national holidays;
- h. **“Working hours”** are hours worked between 8:00 AM and 5:00 PM on any day of the week, excluding Saturdays, Sundays, generally recognised Christian and national holidays.
- i. **“Forwarding”** is the agreement whereby Lubbers Projects undertakes with the Client to transport goods—either horizontally or vertically—as well as any other form of service, such as storage, distribution, customs clearance, insurance, packing and repacking, weighing, marking, order picking, invoicing, etc.
- j. **“Hoisting work”** is the agreement whereby Lubbers undertakes with the Client to provide its own equipment—whether manned or not—to lift and move persons or goods, for example, using a forklift, telehandler, or aerial work platform, whether or not under the direction and supervision of the Client, all in the broadest sense of the word. Hoisting work also includes the deployment of a rigger and banksman.
- k. **“Assembly”** is the activities whereby Lubbers Projects undertakes to the Client to assemble or disassemble goods designated by the Client, including the movement of goods with its own equipment, as well as preparing destination locations, assembling and dismantling goods, all in the broadest sense of the word.
- l. **“Warehouse use”** within the meaning of these General Terms and Conditions is the agreement, whether or not by way of rental, whereby Lubbers Projects undertakes to the Client to make (one or more) empty warehouse and business premises available to the Client.

## 2. Applicability

- a. These General Terms and Conditions apply to all offers made by Lubbers Projects, agreements concluded by Lubbers Projects, and all legal and factual acts performed in execution thereof. A copy of these terms and conditions can be downloaded free of charge from the website <https://www.lubbers.net/terms-conditions/> and will also be sent free of charge upon request. The applicability of any other terms and conditions is hereby expressly rejected.
- b. The industry and trade conditions apply in addition to these General Terms and Conditions. In the event of a conflict between the industry and trade conditions and the General Terms and Conditions, the provisions of the applicable industry conditions shall prevail, subject to Article 10, paragraph h.
- c. In the event of a conflict between the conditions set out in the agreement and the General Terms and Conditions, the conditions set out in the agreement shall prevail.
- d. If one or more provisions of these General Terms and Conditions are or become null and void, in whole or in part, the remaining provisions or parts thereof shall remain fully applicable.
- e. These General Terms and Conditions refer to customary industry and trade conditions. These industry and trade conditions are incorporated into these General Terms and Conditions as a link and will also be sent free of charge upon request.
- f. These General Terms and Conditions are available in English and German. In the event of any dispute regarding the interpretation of these General Terms and Conditions, the Dutch text shall prevail.

## 3. Industry and other trade conditions

### a. Forwarding

The Dutch Forwarding Conditions (FENEX), filed with the Registry of the Courts of Amsterdam, Arnhem, Breda, and Rotterdam, 1 May 2018, apply to forwarding services.

### b. Hoisting and assembly work

The General Terms and Conditions of the Vertical Transport Association (Vereniging Verticaal Transport, VVT), filed with the Registry of the Courts of Amsterdam and Rotterdam, June 2025, apply to hoisting and assembly work.

### c. Warehouse use

For warehouse rental, Lubbers Projects provides a space to the Client under a lease agreement, whereby the Client is responsible for the contents and management of the stored goods. For warehouse use, the parties will draw up a model lease agreement for office space and other business premises within the meaning of Article 7:230a of the Dutch Civil Code, as set out on [www.roz.nl](http://www.roz.nl).

## 4. Offers

- a. All offers and/or quotations are non-binding and valid for 30 days.
- b. All prices and rates are exclusive of VAT.
- c. Verbal offers by Lubbers Projects or its subordinates are not binding unless confirmed in writing.
- d. The conclusion of an agreement and any amendments to it are never (solely) dependent on a Purchase Order to be submitted by the Client; rather, an agreement is concluded through an offer from Lubbers Projects and the Client's unequivocal acceptance thereof.
- e. Each offer is based on performance by Lubbers Projects under normal circumstances and during normal working hours, in accordance with the applicable Working Hours Act and collective labour agreements, unless expressly stated otherwise in writing.
- f. If the Client provides Lubbers Projects with information, such as, but not limited to: quantities, times, dimensions, weights, centres of gravity, and drawings, the Client guarantees the accuracy thereof, and Lubbers Projects will base its offer on this information.
- g. If Lubbers Projects' offer is not accepted, Lubbers Projects has the right to charge the Client for all costs incurred in submitting its offer.
- h. In the event of subsequent increases in one or more cost price factors (purchase prices, labour costs, taxes, social security contributions, freight costs including fuel prices, exchange rate changes, etc.), Lubbers Projects is entitled to increase the original price accordingly.
- i. Except in the event of a request to that effect from the Client and written confirmation from Lubbers Projects, Lubbers Projects will not take out any goods or similar insurance in respect of the goods for which it concludes an agreement with the Client.

## 5. Information

- a. The Client is obligated to provide Lubbers Projects with all Information, including but not limited to (technical) documentation, drawings, method statements, nature of the goods, customs clearance agreements, and changes that Lubbers Projects indicates are necessary, or that the Client reasonably should understand are necessary for the correct performance of the agreement, complete, at least promptly, and free of charge, upon first request. The foregoing also applies if the Information originates from third parties.
- b. The Client guarantees the accuracy and completeness of the aforementioned Information. Lubbers Projects is in no way liable in this regard. The Client indemnifies Lubbers Projects against all consequences arising from the inaccuracy, incorrectness, or incompleteness of the Information made available by or on behalf of the Client.
- c. Both the Client and Lubbers Projects guarantee that all Information received from the other party will be treated confidentially and will remain confidential.
- d. Lubbers Projects will only check the Information provided by or on behalf of the Client for errors, omissions and/or ambiguities if this has been expressly stipulated in the agreement. The foregoing applies only insofar as such checks fall within the normal course of business and the professional expertise of Lubbers Projects. However, the Client shall at all times remain fully responsible and liable for any consequences arising from errors, omissions and/or ambiguities in this Information.
- e. The Client cannot derive any rights from advice and Information received from Lubbers Projects if this does not directly relate to the assignment.
- f. The Information provided by Lubbers Projects may not be copied, used by 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 Projects. The Client is also expressly prohibited from selling the Information provided by Lubbers Projects 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 their suitability 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 certificate of cleaning or decontamination declaration to Lubbers Projects regarding the goods to be handled.

## 6. Execution of the Work

- a. Lubbers Projects will ensure that the deployed employee possesses the expertise, qualifications, and requirements as stipulated in the applicable legislation and, where applicable, further specified in the Agreement, and that they are fully qualified to perform the work as specified in the Agreement.
- b. Within the limits set in the previous paragraph, Lubbers Projects is free to organise and perform its work (or have it performed) at its own discretion.
- c. If at any time Lubbers Projects anticipates that it will be unable to fulfil its obligations relating to an accepted assignment, or will be unable to do so on time, or properly, Lubbers Projects will immediately notify the Client.
- d. In the event Lubbers Projects purchases goods for the Work, this purchase is made entirely at the expense and risk of the Client. The (purchase/sale) terms and conditions of the original seller apply back-to-back to the agreement between Lubbers Projects and its Client.
- e. Under no circumstances are Lubbers Projects and its employees obligated to carry out activities, instructions, and/or directions from any party if, in the sole and reasonable opinion of Lubbers Projects and its employees, such actions are unsafe and/or potentially dangerous to life or property. Lubbers Projects and its employees are authorised at all times to suspend work if, in the sole and reasonable opinion of Lubbers Projects or its employee(s), an unsafe situation arises or a potential danger to life or property arises, without Lubbers Projects being liable for any damages or costs.
- f. The Parties will act in accordance with all rules, regulations, laws, and measures (including the Risk Assessment and Evaluation) regarding safety, the environment, health, and working conditions. The Client will ensure that working conditions at the location (particularly with regard to safety and health) are properly and fully in accordance with the required standards and fully comply with local regulations and requirements.
- g. Lubbers Projects will provide a basic set of CE-certified and ISO/EN-standardised clothing and PPE. A basic set of PPE includes:
  - helmet
  - gloves
  - overalls
  - safety (sun)glasses
  - work shoes
- h. At Lubbers Projects' first request, the Client is obligated to provide CE-certified and ISO/EN-standardised, effective, and suitable project-specific clothing and PPE, such as, but not limited to: H2S gas detectors, fire-retardant and antistatic overalls, overalls with special coatings, safety harnesses, and life jackets.

- i. Unless otherwise agreed, Lubbers Projects is permitted at any time to have the agreement performed, in whole or in part, by subcontractors and/or third parties.

#### **7. Impossibility of performing the assignment**

- a. Lubbers Projects has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations due to circumstances that were unforeseeable at the time the agreement was concluded and that are beyond its control.
- b. Circumstances that were unforeseeable and beyond Lubbers Projects' control include, but are not limited to, the failure of Lubbers Projects' suppliers and/or subcontractors to fulfil their obligations or to do so in a timely manner, weather conditions, earthquakes, pandemics or epidemics, fire, loss or theft of tools, loss of materials to be processed, roadblocks, strikes or work stoppages, and import or trade restrictions.
- c. Lubbers Projects is no longer authorised to suspend performance if the temporary impossibility of fulfilment has lasted more than six months, or if it is anticipated that fulfilment will be permanently impossible. The agreement can only be terminated after this period, and only for that portion of the obligations that have not yet been fulfilled. In that case, the parties are not entitled to compensation for any damages suffered or to be suffered as a result of the termination.
- d. Lubbers Projects is not liable for damages with regard to the suspension and all its consequences.

#### **8. Cancellation by the Client**

- a. Cancellation of a fixed-term reservation is not possible.
- b. An assignment 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 expenses, pre-testing, storage, certification, and transport
  - work preparation, such as, but not limited to, engineering, project management, contract work, and permit applications.

The aforementioned costs are based on all work related to the initial agreement, including any changes made since the first request.

- c. Unless otherwise agreed, in the event of full or partial cancellation, the Client owes Lubbers Projects compensation as follows:
  - in the event of cancellation before the last initial commencement of the assignment notified and approved by Lubbers Projects: at least 70% of the contract price;
  - in the event of cancellation less than 48 hours before the last initial commencement of the assignment notified and approved by Lubbers Projects: 100% of the agreed price.

#### **9. Suspension by the Client**

- a. Suspension of a fixed-term reservation is not possible. Extension of a reservation is only possible if Lubbers Projects has approved this in writing.
- b. An assignment can only be suspended in writing, prior to the start of the assignment, and is effective from the last initial start date of the assignment notified and approved by Lubbers Projects. During the suspension, the Client owes Lubbers Projects compensation as follows:
  - 100% of the initial daily rate for 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 expenses, storage, and ongoing permits;
  - costs charged by third parties.

The foregoing does not affect Lubbers Projects' right to other compensation.

- c. Without prejudice to other provisions of these terms and 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 of the reasons for, or can reasonably expect, the imminent suspension, it must immediately inform Lubbers Projects thereof. Failure to do so will automatically render the Client in default.
  - As soon as the equipment or employee(s) made available by Lubbers Projects are deployed again, the suspension will be terminated immediately;
  - Suspension can only be granted based on unforeseen circumstances at the time the agreement is concluded;
  - When a period of suspension has begun and work is to be resumed, the Client must notify Lubbers Projects of this as soon as possible, but no less than two business days prior to the resumption of work.
  - Resumption of work is subject to availability.
  - The delivery of goods will be extended by the duration of the suspension and is subject to availability.
- d. After 7 calendar days of suspension, the order will be automatically cancelled. Article 8 applies.
- e. Lubbers Projects reserves the right to charge the Client as additional work for changes to the initial order and the costs of (additional) work preparation resulting from 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 Lubbers Projects may be liable under these General Terms and Conditions for goods 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 Client.
- c. The Client is liable for all damage, any accident, and any breach of a contractual or non-contractual obligation. The Client shall indemnify and hold harmless Lubbers Projects against any claim for damages in this regard.
- d. The Client shall indemnify and hold harmless Lubbers Projects against all claims and fines resulting from actions or omissions by the Client that constitute a violation of sanctions legislation and/or regulations.
- e. The Client is liable for damages arising from the provision of incorrect, incomplete, late, or misleading information to Lubbers Projects. This may relate to the goods, including their nature, risks, and special handling requirements, weight, quantity, special handling procedures, or handling instructions for cargo (such as hazardous materials).
- f. Unless otherwise agreed, the Client is responsible for the correct packaging and labelling of the goods.
- g. If Lubbers Projects is liable for any damage under these General Terms and Conditions, such liability shall be limited to a maximum of three times the invoice value of the order, or at least to that part of the order to which the liability relates, unless otherwise provided in these General Terms and Conditions.
- h. Regardless of Article 2, paragraph b, second sentence, and notwithstanding any provisions to the contrary in one or more Industry Terms and Conditions referred to in these General Terms and Conditions, the liability of Lubbers Projects—on whatever grounds—will never exceed €1,000,000 per event or series of events with the same cause of damage, unless otherwise provided by mandatory law.
- i. The parties shall not be liable to each other for any indirect, non-material or consequential damages, including but not limited to loss of profit, business interruption, reputational damage or loss of contracts. This exclusion shall not apply to loss of rent or rental income suffered by Lubbers Projects, nor in cases where such damage has been caused by wilful misconduct or gross negligence of the other party.
- j. The Client may no longer invoke a defect in performance if it does not immediately and at least within 14 days after discovering or reasonably should have discovered the defect notify Lubbers Projects in writing.
- k. Notwithstanding the provisions on limitation and expiry as set out in the industry and trade terms and conditions referred to in these General Terms and Conditions, any claim against Lubbers Projects shall lapse by the mere passage of one year.

## 11. Sanctions legislation

- a. Lubbers Projects is not liable for any damages, costs, fines, or losses, directly or indirectly arising from or related to sanctions legislation, including, but not limited to:
- delays, cancellations, or refusals of transport orders due to applicable sanctions, trade restrictions, or government regulations;
  - the inability to deliver goods or provide services in sanctioned or restricted areas;
  - claims, actions, or legal proceedings arising from compliance with sanctions legislation or other relevant regulations.

- b. Lubbers Projects reserves the right to refuse or cancel orders at any time if:
  - they are (or could be) in violation of sanctions legislation or other applicable regulations;
  - there is a reasonable suspicion that the execution of the order exposes Lubbers Projects to legal, financial, or operational risks due to sanctions or trade restrictions.
- c. The Client shall indemnify and hold harmless Lubbers Projects from all costs (including legal fees), fines, damages, and claims arising from a violation of sanctions legislation.

## 12. Payment

- a. The consignment note signed by the recipient constitutes full proof of delivery of the goods. The consignment note is recognised by the parties as equivalent to a Lieferschein (delivery note) and is sufficient for administrative processing and payment of the invoice.
- b. Unless expressly agreed otherwise in writing, payment must be made within 30 (thirty) days of the invoice date to the bank account specified by Lubbers Projects in the currency stated on the invoice.
- c. If the payment term is exceeded, Lubbers Projects is 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 is without prejudice to all other rights of Lubbers Projects to recover additional costs and damages from the Client for collecting the outstanding claim.
- d. Regardless of the agreed payment terms, the Client is obligated to provide, at the request of Lubbers Projects, sufficient security for payment. If the Client fails to comply with this within the specified period, they will immediately be in default. In that case, Lubbers Projects 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 to Lubbers Projects against any amounts Lubbers Projects may owe to the Client. Nor is the Client entitled to suspend payment under the agreement in connection with any other agreement concluded with Lubbers Projects.
- f. In the event of liquidation, bankruptcy, attachment, or suspension of payments of the Client, Lubbers Projects' claims against the Client shall become immediately due and payable.
- g. If Lubbers Projects is wholly or partially successful in legal proceedings, all costs incurred by it in connection with these proceedings will be borne by the Client.

## 13. Right of retention and pledge

- a. Lubbers Projects shall have a right of retention and pledge in respect of all goods, documents and funds that it holds or will receive, against any party demanding their release, for all claims that Lubbers Projects has or may have against the Client.
- b. Lubbers Projects is entitled to exercise the right of retention and pledge referred to under a. for any amounts the Client may still owe Lubbers Projects in connection with previous orders.
- c. Lubbers Projects may also exercise the right of retention and pledge against the consignee, who in that capacity entered into previous transport agreements, for any amounts still owed to it in connection with those agreements.

## 14. Use of artificial intelligence (AI) and data protection

- a. The Client guarantees that the use of artificial intelligence (AI) in relation to the goods and services provided by Lubbers Projects complies with all applicable laws and regulations, including the AI Act and the General Data Protection Regulation (GDPR).
- b. The Client guarantees that the AI systems used by the Client are secure and respect fundamental rights, regardless of whether these systems were 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, depending on the category an AI system falls into, stricter, lighter, or no rules may apply. The Client is responsible for a proper assessment and appropriate measures.
- c. The Client may not enter any personally identifiable data, company-sensitive information, designs, or brand names of Lubbers Projects 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 its consequences. Lubbers Projects cannot be held liable for any damage or legal consequences arising from the incorrect or unauthorised use of AI by the Client. The Client indemnifies Lubbers Projects against all claims, damages, or costs resulting from the use of AI in violation of this provision.

- e. If Lubbers Projects determines or reasonably suspects that AI is being used in a risky or unauthorised 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 action.

**15. Applicable law and choice of forum**

- a. These General Terms and Conditions, the agreement, and/or any assignments arising therefrom are governed by Dutch law.
- b. The Vienna Sales Convention 1980 is excluded, as is any other international regulation the exclusion of which is permitted.
- c. All disputes arising from or related to a legal relationship between the parties will be settled exclusively by the court in the district where Lubbers Projects, which concluded the agreement, is established.
- d. The proceedings will be conducted in English or, at Lubbers Projects' option, in the official language of the country in which the Lubbers Projects entity that concluded the agreement is established.

For more information about these General Terms & Conditions, please contact:

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