

Article 1 General

1. In these terms and conditions, the following terms are to be understood as follows:

- CSE: CSE B.V. (Chamber of Commerce: 17284411), CSE Rent & Trading B.V. (Chamber of Commerce: 51246694) or CSE Warehousing B.V. (Chamber of Commerce: 64031543)
- Other party: The party who has signed these terms and conditions or has otherwise accepted them;
- Agreement: The Agreement between CSE and the Other party.

2. These terms and conditions apply to all quotes and Agreements between CSE and the Other party, for which CSE has declared that these conditions apply, in as far as either party has not expressly indicated in writing to deviate from these terms and conditions.
3. These terms and conditions also apply to those Agreements with CSE, which require CSE to call in third parties to be able to fulfil the agreements.
4. The applicability of any purchase or other conditions as set by the Other party is hereby explicitly rejected, unless CSE agrees otherwise in writing.
5. If CSE does not continuously require strict compliance with these terms and conditions, this does not mean that the provisions therein do not apply, or that CSE would in any way lose the right to require strict compliance with the provisions in these terms and conditions in other instances.

Article 2 CMR, AVC and Fenex

1. In addition, the following conditions apply:
 - a. For national transport of goods by road: The General Transport Conditions 2002 (*Algemene Vervoerscondities*, AVC).
 - b. For international transport of goods by road: The convention on the agreement for the International Carriage of Goods by Road (CMR).
 - c. For expedition work: The Dutch Expedition Conditions - General conditions of Fenex.
 - d. For storage/warehousing: Dutch storage terms + conditions - general terms and conditions of Fenex.
2. In the event of conflicts between a provision in these conditions and a provision in the conditions as specified in paragraph 1, the provision most favourable for CSE prevails.

Article 3 Quotes

1. All quotes submitted by CSE are under no obligations, unless containing an acceptance period.
2. CSE cannot be held to any quote if the other party can reasonably understand that the quote, or a part thereof, contains an obvious mistake or error.
3. A compound quote does not require CSE to carry out part of the assignment against the corresponding part of the total price. Quotes do not automatically apply to future orders.

Article 4 Prices

1. Prices apply as specified by CSE in the quote or Agreement, unless otherwise stated, expressed in Euros, excluding VAT and other government levies.
2. All prices are based on the rates, wages, costs of social measures and/or laws, freight prices and exchange rates, which apply at the time of the offer or the

contract. CSE retains the right to change the prices and tariffs for services not yet delivered, as a result of changes in pricing factors. CSE retains the right to pass on increases in taxes to the Other party.

Article 5 Fulfilment of the Agreement

1. Agreements are all in writing and come into effect on the date of signature by CSE, or on the day on which the signed order confirmation is sent out by CSE.
2. Oral agreements by and/or with employees of CSE are not binding for CSE, unless confirmed in writing by CSE.
3. If acceptance (whether or not on secondary points) by the Other party deviates from the offer given in the quote, CSE is not bound to the Agreement. The Agreement will then not be effected in accordance with said deviating acceptance, unless CSE indicates otherwise.
4. If CSE requires data or goods from the Other party, to be able to fulfil the Agreement, the fulfilment time does not commence until after the Other party has correctly and fully put these at the disposal of CSE.
5. CSE is entitled to call in third parties for the fulfilment of the Agreement

Article 6 Payment

1. Unless expressly agreed otherwise in writing, the invoices by CSE have to be paid within fourteen (14) days of the invoice date, in the currency in which the invoice is made up. Invoices of the Other party to CSE will be paid within sixty (60) days of the invoice date.
2. The Other party will state the order number on its invoices to CSE, in the absence of which CSE is not bound to pay the invoice within the period referred to in Article 6 Paragraph 1.
3. If the payment period is exceeded, the Other party is deemed to be legally in default. The Other payer shall then pay the statutory commercial interest and all outstanding debts to CSE are immediately payable by the Other party.
4. CSE retains the right to set off all outstanding debts with any claims which the Other party has on CSE.
5. If the Other party is in default or omission with regard to the (timely) fulfilment of its obligations, all reasonable costs incurred out of court to obtain payment are at the expense of the Other party. These extrajudicial collection costs amount to 15% of the amount the Other party still owes CSE, with a minimum of €250. If however, CSE has incurred higher expenses for collection, which were reasonably necessary, the actual costs incurred are eligible for reimbursement.

Article 7 Dangerous goods

1. In the case of transport of dangerous substances by road, specific (inter)national laws and regulations apply. For example, the ADR and national regulations can apply (in The Netherlands: the Law on the Transport of Dangerous Substances and the Regulation on the Transport of Dangerous Substances over Land "VLG"). The shipper/sender/provider of dangerous substances is always responsible for the correct labelling, packaging, transport, sender declaration and hazards card (in the prescribed languages).

2. If CSE suffers damages as a result of the non-fulfilment of obligations by the Other party as prescribed in (one of) the regulations referred to in Paragraph 1, the Other party is held fully liable to reimburse this damage to CSE.

Article 8 Liability/Indemnification

1. In respect of the activities to which the provisions/conditions from Article 2 Paragraph 1 apply, the (size of the) liability of CSE is determined in accordance with the stipulations in the said provisions/conditions. However, CSE can never be held liable for an amount greater than its liability insurance would pay in relevant cases, to be increased with the deductible.
2. If the (size of the) liability in any relevant case could not be determined in accordance with the provisions of Paragraph 1, CSE can only be held liable for direct damages and the amount of the damage is always limited to the amount its liability insurance would pay out in relevant cases, to be increased with the deductible.
3. The Other party is obliged to indemnifies CSE against any claims by third parties who, in connection with the fulfilment of the agreement, are suffering damage, the cause of which is attributable to any other party than CSE and/or of which the extent of the liability exceeds or is likely to exceed the provisions of Paragraphs 1 and 2. If CSE receives a claim on account of a third party, the Other party is required to provide CSE both extrajudicial and judicial support and immediately to everything that is expected of the Other party in that case. If the Other party fails to take adequate measures, CSE is entitled to proceed on its own, without notice. All costs and damages on the part of CSE and third parties that are incurred as a result, will fully be at the expense and risk of the Other party.

Article 9 Applicable law and competent court

1. The relationship between CSE and the Other party is subject to Dutch law.
2. Any disputes between CSE and Other party will be settled by the competent court in the district of Oost-Brabant (Netherlands).