

## FreightMatch Framework Agreement - General Conditions

1. The private limited liability company according to Dutch law **Van den Bosch Transporten B.V.**, established and with registered offices in (5469 EM) Erp at Hoogven 10, registered with the Chamber of Trade and Industry under number, 16051646. Represented in this matter by Michel Ender.

1. The limited liability company according to Austrian law **Van den Transporte GmbH**, established and with registered office in Gunskirchen (Austria), registered with the Chamber of Trade and Industry under number FN 107041p, here legally represented by Cornelia Dobersberger.

Hereinafter together and separately referred to as: '**Van den Bosch**'

AND

2. The Transport Company that carries out FreightMatch orders on behalf of Van den Bosch.

Hereinafter referred to as: '**Contractor**'; |

### Contents:

1. Subcontracting
2. Transport order
3. Independent operator
4. Obligations upon the Contractor in respect of its personnel
5. Other obligations upon the Contractor
6. Compliance with legislation and regulations
7. Licences and certificates
8. Payment (rates, invoicing procedure and payment conditions)
9. Liability
10. Insurance
11. Confidentiality clause
12. Business relations clause
13. Penalty clause
14. Compliance / Force majeure
15. Ownership of goods
16. Term and termination of the agreement
17. Applicable law and choice of jurisdiction
18. General

| Appendix A - Procedural regulations  
Appendix C - Invoicing procedure  
Appendix D - Hazardous substances  
Appendix F - Insurance  
Appendix G - GMP+ agreement |

**Whereas:**

- A. Van den Bosch wishes to outsource to the Contractor specified transport orders arising from transport agreements with its business relations, by providing FreightMatch Orders.
- B. These FreightMatch Orders (agreements) will be offered by Van den Bosch to the Contractor via FreightMatch, the platform used for the communication of these orders.
- C. The Contractor will execute the agreed transport orders as a fully independent Contractor.
- D. In this agreement, the parties agree upon the terms and conditions applicable on all transport orders carried out on behalf of Van den Bosch. These conditions, the accompanying appendices and order specifications form an integral part of this agreement (the entire set of documents is hereinafter referred to as: the agreement).

**The parties declare that they have agreed as follows:**

**1. Realisation of the Agreement**

- 1.1.** The specific transport orders consist of single orders and/or a combination of assignments as a so-called 'package deal' or 'run'.
- 1.2.** The agreement of the specific transport order is concluded as follows. The Contractor can bid via the FreightMatch Portal ('bid price') on the transport offered by Van den Bosch ('offer'/'loads available'). If the offer is accepted by Van den Bosch the Contractor receives the order with additional information ('order specification'). This order is visible in the FreightMatch Portal under "My active orders. Once the Contractor accepts the order in the FreightMatch Portal, the agreement is concluded and the Contractor has to execute the transport order(s).
- 1.3.** The order specification states the contracting party of Contractor with respect to that specific order (Van den Bosch Transporten B.V. or Van den Bosch Transporte GmbH), to be found under the heading 'invoice information'.

**2. Subcontracting**

- 2.1.** The Contractor is obliged to transport the goods with its own equipment.
- 2.2.** Contractor is not allowed to use a subcontractor for the execution of the orders issued by Van den Bosch.
- 2.3.** The agreement in no way represents any guarantee of any order or volume, even if subject to this agreement, orders are issued over a long period of time or at a given regular interval. The parties have expressly agreed that Van den Bosch shall not be bound by any form of exclusivity in respect of the Contractor. Van den Bosch may at all times enter into agreements with other contractors.

**3. Transport order**

- 3.1.** The Contractor is required to transport the goods placed at its (the Contractor's) disposal by customers of Van den Bosch, to the destination designated by Van den Bosch. The Contractor will deliver these goods to the recipient in the same condition as that in which they were received. In that process, the Contractor shall at all times comply with the applicable procedural regulations, the conditions contained in the order in question and the agreed delivery date (and/or the agreed delivery time).
- 3.2.** Transport by the Contractor shall commence at the moment at which loading commences, unless Van den Bosch and Contractor have expressly agreed that the Contractor will not load the goods. In that case, transport by the Contractor shall commence at the moment of taking receipt of the goods.
- 3.3.** Transport by the Contractor shall end at the moment that the goods have been fully unloaded, unless Van den Bosch and the Contractor have expressly agreed that the Contractor will not unload the goods. In that case, transport shall end at the moment of delivery of the goods.

**4. Independent operator**

- 4.1.** The Contractor shall act as an independent operator. This agreement must therefore be explained in such a manner that the relationship between the parties may under no circumstances be viewed as that of superior/subordinate, client/agent or employer/employee. None of the employees of the Contractor may in any manner whatsoever be viewed as employees of Van den Bosch. The Contractor and/or its employees may in no manner whatsoever make claim to the staff benefits and/or remunerations paid by Van den Bosch to its employees.
- 4.2.** The Contractor is not authorised to represent Van den Bosch on whatever grounds, to recognise the liability of Van den Bosch, to enter into obligations on the part of Van den Bosch, or to assume obligations on the part of Van den Bosch.

**5. Obligations upon the Contractor in respect of its personnel**

- 5.1.** The Contractor guarantees that it will comply with all national and international legislation and regulations in respect of employment conditions. If and in as much as the Secondment Directive (Directive 96/71/EC) applies, the Contractor will offer its employees the basic terms of employment arising from the Collective Labour Agreement for Goods Transport in the Netherlands.
- 5.2.** The Contractor guarantees that its employees comply with all rules and statutory regulations. All penalties and fines as a consequence of non-compliance with the statutory regulations shall be for the account of the Contractor. The Contractor indemnifies Van den Bosch in this connection against all claims relating to non-compliance with the applicable national and international legislation and regulations.
- 5.3.** The Contractor declares that it is conversant with the zero tolerance policy operated by Van den Bosch in respect of drugs and/or alcohol, and declares that it will operate this same policy within its own organisation.

## **6. Other obligations upon the Contractor**

- 6.1.** The Contractor guarantees compliance with the instructions in respect of the sealing, cleaning, storage, communication, transport, clearing and customs documents and other procedural regulations as appearing in APPENDIX A.
- 6.2.** Should any uncertainty arise concerning the instructions and/or procedures or if the Contractor is unable to comply with one or more conditions and/or instructions, the Contractor will duly immediately inform Van den Bosch in writing. In the event of uncertainty concerning the instructions and/or the procedures or if the contractor is unable to comply with one or more of the conditions, the Contractor is not permitted to (further) carry out the order, without written permission from Van den Bosch.
- 6.3.** The Contractor will act as a responsible contractor and will refrain from all actions which could cause damage to or have negative consequences for humans, animals or the environment.

## **7. Compliance with legislation and regulations**

- 7.1.** All transport operations, both national and international, will be executed subject to the applicability of the CMR Convention.
- 7.2.** The Contractor is in possession of a valid transport permit, and will at all times comply with all national and international legislation and regulations, and the general rules applicable in the sector. The Contractor guarantees complete compliance with the legislation and regulations referred to in article 5 of this agreement, and with the (company) instructions and regulations issued by Van den Bosch, including those specified in the appendices.
- 7.3.** At all times, the Contractor is required to comply with all applicable national and international legislation and regulations. The Contractor declares knowledge of and compliance with all applicable European legislation and regulations including EC Regulation 1071/2009 (rules governing admission to the occupation of road haulage operator), EC Regulation 1072/2009 (common rules on access to the international road haulage market), Directive 92/106/EEC (on the establishment of common rules for certain types of combined transport of goods between Member States) and Directive 96/71/EC (secondment directive). In particular, the Contractor declares that it will comply with all national and international legislation and regulations in respect of working, rest and driving periods, including EC Regulation 561/2006. The Contractor undertakes to record working, rest and driving periods in accordance with this EC Regulation.
- 7.4.** Contractor has expressly guaranteed Van den Bosch to meet all requirements and obligations (direct or indirect) arising from the German Minimum Wage Laws (also known as Mindestlohngesetz, hereinafter: 'MiLoG ') which entered into force on January 1, 2015. If MiLoG is applicable, these obligations include - but are not limited to -:
- different announcement and documentation requirements.
  - the obligation (pursuant to § 20 MiLoG) to pay employees a remuneration which is at least equal to the minimum wage as defined in § 1, paragraph 2 MiLoG, to be paid no later than the due date as determined in § 2 section 1 MiLoG.
  - the obligation (pursuant to § 17 MiLoG) to accurately record the start, end and duration of the daily working hours of its employees (at latest by the end of the calendar day following the 7th workday and storing these records properly for at least two years).

- providing appropriate evidence (e.g. pay slips, time registration sheets, an extract from the Chamber of Commerce's trade register) on first request to demonstrate compliance with the obligations arising from the MiLog.

**7.5.** Contractor declares to indemnify and hold Van den Bosch harmless from and against any and all (third party) claims, demands, damage, losses and expenses arising from non-compliance of MiLog. Contractor irrevocably submits to compensate all (third parties) claims, consisting of - but not limited to - claims of the employees of the Contractor and/or claims from (local) governments, including the penalties imposed by the law (ANM: § 258 StGB).

## **8. Licences and certificates**

**8.1.** The Contractor must at all times implement the order taking account of the quality requirements necessary for that order according to the quality standard of for example ISO 1901, ISO 22000, SQAS and/or GMP+. The Contractor guarantees that all necessary certificates and licences for the provision of the services arising from this agreement are in place, and that all relevant legislation and regulations are complied with, at all times. The Contractor must present the necessary certificates and licences to Van den Bosch at the first request.

**8.2.** The Contractor will indemnify and hold Van den Bosch harmless against all claims and demands arising as a direct or indirect consequence of the fact that the necessary quality requirements have not been complied with, the necessary certificates or licences are missing or specific legislation or regulations have not been complied with.

## **9. Payment (rates, invoicing procedure and payment conditions)**

**9.1.** The payments to be received by the Contractor for the services provided is agreed in advance in writing.

**9.2.** The invoicing procedure and standard conditions of payment are described in APPENDIX C.

**9.3.** Van den Bosch is at all times entitled to set off amounts payable by or demandable from the Contractor, on whatever grounds, by amounts demandable by or payable to the Contractor, on whatever grounds.

## **10. Liability**

**10.1.** In accordance with the provisions from the CMR Convention, the Contractor is liable and responsible for loss of or damage to the transported goods and any delays.

**10.2.** The Contractor shall be fully liable and responsible for all losses suffered by either Van den Bosch, the sender, the receiver or third parties, including consequential and contamination losses, caused by a shortcoming, careless action, error or negligence on the part of the Contractor or one of his employees. *(An example of such (consequential) losses as referred to above is a loss due to contamination for example of the product in the land tank, following incorrect unloading. In the event of contamination, appeal by the Contractor to force majeure is excluded.)*

**10.3.** The Contractor shall indemnify Van den Bosch against all claims from third parties. If Van den Bosch is held fully or partially liable by third parties, on whatever grounds, the Contractor undertakes to settle the claim of the third party and to pay off the claim to the third party in question, as its own debt. The Contractor will also reimburse to Van den Bosch any reasonable legal costs incurred. *(This should include but not be limited to the situation whereby liability in respect of the third-party liability losses is divided between tractive unit and semi-trailer, on the basis of nationally applicable regulations.)*

## **11. Insurance**

**11.1.** The Contractor must at least be in possession of the following insurance policies:

- Container and trailer insurance, with minimum cover of € 100,000, which provides cover for any possible damage to the equipment of Van den Bosch, caused during its use by the Contractor.
- Transport liability insurance (transporter liability) with minimum cover of € 1,000,000 per occurrence.
- Company liability insurance, with minimum cover of € 2,500,000 per occurrence, including contamination damage. If an incident occurs involving ADR goods (dangerous goods transport), minimum cover of € 7,500,000 must be provided per occurrence.

**11.2.** The Contractor has taken out suitable insurance and guarantees that the equipment, the transported goods and the Contractor's liability are insured, at all times. These insurance policies must be in accordance with the market standards and entered into with a reputable insurer. The Contractor guarantees that it is insured in the manner described in article 11 and APPENDIX F to this agreement.

## **12. Confidentiality clause**

**12.1.** The Contractor undertakes to maintain confidentiality of all company-specific information or information which can reasonably be suspected as being commercially-sensitive. In particular, the parties are required to maintain confidentiality in respect of present contractual obligations, business strategy, rates, products and product applications, issues relating to clients, internal procedures, the financial situation of parties and knowledge and technological developments at parties. The Contractor is solely authorised to make use of such information in execution of the obligations arising from the agreement. The Contractor and Van den Bosch have informed their employees of the above described obligations. The Contractor will only issue information to its employees, on a need-to-know basis.

**12.2.** The above described confidentiality obligation does not apply to information that must be issued by government order or information already in the public domain.

**12.3.** The Contractor indemnifies Van den Bosch against all damages or losses arising as a consequence of a violation of the confidentiality obligation. The obligation to maintain confidentiality shall remain in force up to two years following termination of the agreement.

## **13. Business relations clause**

**13.1.** Both during the term of this agreement and during a period of 12 months following the end of this agreement, without prior written permission from Van

den Bosch, the Contractor is forbidden, in any manner, directly or indirectly:  
(i) to establish or maintain contact with business relations of Van den Bosch;  
(ii) to influence business relations of Van den Bosch;  
(iii) to undertake activities (or have them undertaken) or to provide services (or to have them provided) for or on behalf of business relations of Van den Bosch for whom or on behalf of whom, in the framework of present agreement, the Contractor has directly or indirectly undertaken activities or had them undertaken, or provided services or had them provided.

- 13.2.** Business relations as intended in this article shall be taken to mean: all (end) clients, customers, forwarders and recipients with whom Van den Bosch maintains or has maintained a business relationship in any manner whatsoever. A business relationship shall certainly exist if Van den Bosch is able to demonstrate that it has had business contact with the party in the past three years, or has directly or indirectly undertaken activities or had activities undertaken or provided services or had services provided for this party. This prohibition shall apply exclusively to activities in the field of goods transport.
- 13.3.** The Contractor can only be fully or partially released from the prohibition as formulated in paragraph 1 subject to written permission from Van den Bosch.

#### **14. Penalty clause**

- 14.1.** For any violation of the confidentiality clause as appearing in article 12, the Contractor shall owe an immediately demandable penalty in the amount of € 10,000 payable in one go, and an amount of € 1,000 for every day that the violation continues, without prior demand or notice of default being required.
- 14.2.** For every violation of the business relations clause as appearing in article 13, the Contractor shall owe an immediately demandable penalty in the amount of € 20,000 payable in one go, and an amount of € 2,000 for every day that the violation continues, without prior demand or notice of default being required.
- 14.3.** The penalties specified in this article shall be payable due to the simple fact of a violation, and shall be without further prejudice to the right of Van den Bosch to demand compliance with the provision(s) in question and/or to demand additional or alternative compensation. Van den Bosch is authorised to set off the payable penalty against amounts that Contractor can claim against Van den Bosch, on whatever grounds. Van den Bosch will duly notify the Contractor, in good time.

#### **15. Compliance / Force majeure**

- 15.1.** Any delay or other shortcoming in compliance on the part of the Contractor will without notice result in default, except in the event of force majeure. The parties are not liable for losses suffered in the event of force majeure.
- 15.2.** In addition to the definitions as contained in law and jurisprudence, force majeure as intended in this agreement shall be taken to mean all unforeseen and external causes or circumstances not attributable to culpable behaviour, and which are not for the account of the parties, according to the law, a juristic act or according to generally accepted practice. The following situations shall under no circumstances qualify as force majeure: delays caused by traffic congestion, the breaking down of vehicles and/or loading units and non sector-wide industrial actions.

**15.3.** If as a consequence of force majeure the Contractor or Van den Bosch are unable to fulfil the obligations arising from this agreement, compliance with those obligations shall be suspended for the period that the force majeure continues. The parties may only appeal to force majeure if they duly inform the other party in writing, within 7 working days following the moment of occurrence of the force majeure situation, thereby presenting the relevant evidence.

## **16. Ownership of goods**

**16.1.** The Contractor shall at all times respect the ownership right of the goods to be transported, the documents and the equipment made available. At no moment whatsoever can be Contractor acquire or encumber with any limited rights the ownership of the goods to be transported, the documents or the equipment made available.

**16.2.** The Contractor shall apply no right whatsoever concerning the goods to be transported. The Contractor is not permitted to exercise a right of suspension or of retention. The Contractor shall expressly waive his (potential) authority to appeal to a right of suspension or retention. Van den Bosch is at all times authorised to demand that the Contractor delivers the goods to be transported and/or the documents and/or the equipment made available to Van den Bosch. The Contractor is required to comply with any such request.

**16.3.** For every violation of the provisions contained in article 16 paragraphs 1 or 2, the Contractor shall owe an immediately demandable penalty in the amount of € 20,000 in one go, and an amount of € 2,000 for every day that the violation continues, without prior demand or notice of default being required.

## **17. Term and termination of the agreement**

**17.1.** This Framework agreement shall become effective on the date of accepting and shall apply for an unspecified term.

**17.2.** Each of the parties shall at all times be entitled to cancel the agreement. Cancellation must be issued in writing towards the end of a month, taking account of the period of notice. The period of notice for Van den Bosch shall be one calendar month and for the Contractor three full calendar months.

**17.3.** Once the transport order is accepted by Contractor, Contractor has to carry out the transport order(s); Contractor is not entitled to early termination. If Contractor - on any grounds whatsoever - does not execute the order, Van den Bosch is entitled to recover the resulting damage and/or costs from the Contractor.

## **18. Applicable law and choice of jurisdiction**

**18.1.** All legal relations relating to this agreement shall be exclusively subject to Dutch law.

**18.2.** All disputes between Van den Bosch and the Contractor shall be settled by the District Court in 's-Hertogenbosch. The District Court in 's-Hertogenbosch is exclusively competent, unless otherwise expressly agreed in writing by the parties.

**19. General**

- 19.1.** The agreement, including the Appendices, contains all agreements between the parties and shall take the place of all prior written and verbal agreements which may have been entered into by the parties in this matter. Additions, revisions and/or changes to this agreement shall only be binding upon the parties if and in as much as laid down in writing, and signed by both parties.
- 19.2.** Van den Bosch reserves the right to unilaterally alter this contract or terminate this contract with one calendar month notice.
- 19.3.** The Contractor is not entitled to transfer any rights or obligations arising from this agreement to a third party, without written permission from Van den Bosch
- 19.4.** If and in as much as a provision from this agreement becomes invalid or in the given circumstances is unacceptable according to the standards of reasonableness and fairness, a provision shall apply between the parties which is acceptable, taking all circumstances into account and which as far as possible matches the intention of the invalid or unacceptable provision. The invalidity of a provision from this agreement shall have no consequences for the validity of the remaining provisions from the agreement.
- 19.5.** The Dutch version of this agreement represents the sole authentic text. In the event of a discrepancy between the Dutch text and a translation into a foreign language, the Dutch text will prevail.

## **Appendix A: Procedural regulations**

### **1. Obligations upon the Contractor**

- 1.1.** SEALING - The Contractor will ensure that the transported goods are correctly sealed from the moment of loading through to the moment of delivery to the recipient. If the Contractor himself loads the goods, he must ensure that everything is sealed. All sealing numbers must be listed on the CMR accompanying the goods. In all other cases, the Contractor must inspect all seals and check whether the seals correspond with the numbers on the CMR.

Following cleaning, the Contractor must first subject the loading unit, hoses and appendages to a visual inspection and subsequently himself seal all items and record the sealing numbers on the cleaning certificate or have the cleaning station sealed. If the Contractor has received written confirmation from Van den Bosch that the loading unit is already available, clean, an inspection of the seal numbers on the cleaning certificate is sufficient.

If, after unloading, the Contractor is able to reload using the same tank, uncleaned, in the period between unloading and loading, everything must be sealed. In this case, use may be made of a neutral seal.

- 1.2.** MONITORING CARGO - The Contractor will monitor the transport from the moment of loading through to the moment of delivery or unloading at the recipient. In the event of delay whereby the Contractor can predict that the agreed delivery date and/or time will not be achieved, the Contractor must duly report this as quickly as possible, in writing, to Van den Bosch. At any moment, at the first request of Van den Bosch, the Contractor must (be able to) indicate to Van den Bosch where the cargo is located.
- 1.3.** PASSING ON WAITING AND DEPARTURE TIMES - Upon arrival at the loading, unloading or cleaning location, the driver must pass on the expected waiting time and the expected departure time to the planning department of Van den Bosch. If the expected waiting time is longer than 30 minutes, the cause of this delay must also be passed on, so that Van den Bosch can take any necessary action.
- 1.4.** CLEANING STATIONS - The Contractor will only make use of cleaning stations approved for the order in question.
- 1.5.** BBS - The Contractor has implemented the BBS programme in respect of driving and loading/unloading.
- 1.6.** STORAGE – Any storage necessary during the transport must be approved by Van den Bosch and must be in accordance with the working methods of Van den Bosch and the applicable statutory requirements.
- 1.7.** DOCUMENTS - The Contractor will be provided with the necessary and required documents by Van den Bosch. The Contractor is responsible for the careful provision of all transport, cleaning and customs documents. The Contractor is required to check the content, completeness and correctness of all documents. The Contractor will ensure that as proof of receipt of the goods by the recipient or upon transfer of the documents, he can present a signature of the recipient. The Contractor must submit all documents to Van den Bosch. This process is subject to the reception principle: the obligation has only been fulfilled once the documents have been received by Van den Bosch. In respect of the confidentiality of operational and commercial information, refer to article 5 of this appendix and

article 12 of the subcontractor agreement.

- 1.8.** DUTY OF INFORMATION - The Contractor and his employees are required to inform Van den Bosch of all factors that could have a direct or indirect effect on the quality requirements necessary for the order. The Contractor must report any possibilities for improving current procedures to Van den Bosch.

**2. Obligations upon the Contractor in respect of personnel and safety**

- 2.1.** REGULAR DRIVERS – If the parties have agreed that the Contractor will deploy regular drivers, the Contractor must inform Van den Bosch in advance if one of the agreed drivers is to be (temporarily) replaced. The new driver must be instructed in advance on the working methods described in this agreement.
- 2.2.** SELECTION PROCEDURE - The Contractor operates an adequate selection procedure for drivers. The Contractor guarantees that the driver receives the correct instructions including the driver's manual, and fulfils the requirements laid down in article 4 of the subcontractor agreement. Under all circumstances the driver must speak German or English. If the transport is only undertaken in the country where the Contractor is established, however, speaking the local language is sufficient.
- 2.3.** RULES AT THE LOADING AND UNLOADING LOCATION - The Contractor must ensure that before driving to a loading or unloading location, the driver is conversant with all rules of behaviour and environmental and safety rules at that loading or unloading location.
- 2.4.** PERSONAL PROTECTIVE EQUIPMENT (PPE) – Drivers are required at all times to have in their possession safety glasses, safety shoes, hearing protection, a helmet, a safety harness and reflective clothing, and to use these items as instructed. If applicable, other specified PPE must be used.
- 2.5.** WORK RHYTHM DRIVERS - Van den Bosch Transporten is thoroughly aware that the Contractor himself is fully responsible for planning his transport orders, taking account of applicable national and international legislation and regulations, in particular the EC Regulation 561/2006 (driving and rest times) or the local translation thereof. Van den Bosch considers it important that a sound balance be established between work and home life, and that the driver must be given the opportunity to spend time with his family/in his home environment. For this reason, the parties have agreed that it is the intention of the Contractor that a driver should not be permitted to spend more than 5 consecutive weeks in his truck, and the Contractor will take this into account in his planning. In this connection, the Contractor accepts a best efforts obligation.
- 2.6.** PARKING: The Contractor undertakes to operate the same parking policy as contained in the ADR 8.4 and as described in the driver's manual.
- 2.7.** EMERGENCY NUMBER: The Contractor undertakes in all emergency situations to make use of the emergency number of Van den Bosch: **+31 413 217217**

**3. Equipment**

- 3.1.** CONDITION OF EQUIPMENT – The equipment deployed in execution of the order must be inspected in accordance with the requirements applicable for the country of deployment. The equipment must fulfil all requirements and certificates

necessary for the type of transport in question. If the equipment of the Contractor is not suitable for execution of the order, the Contractor is required to deploy similar replacement equipment, without any disruption or delay arising, in the execution of the order. Any resultant additional costs shall be for the account of the Contractor.

- 3.2.** MAINTENANCE - The Contractor is responsible for regular and preventive maintenance on his equipment. The Contractor inspects the equipment periodically and maintains inspection records. Transport equipment must be clean and well-maintained, and may not bear any other lettering or advertising than that of the Contractor himself. The preferred option is neutral equipment. Equipment in the Van den Bosch layout is only permitted if Van den Bosch has duly issued written permission.
- 3.3.** HOSES – Hoses and appendages must be thoroughly clean and well-maintained, and inspected and tested as often as necessary. At least the following tests must be performed:(1) visual testing (2) electrical continuity testing (3) pressure testing. The various quality requirements applicable, for example those for Food and Non-Food, must at all times be taken into account.

#### **4. Audit**

- 4.1.** AUDIT - The Contractor issues permission to Van den Bosch to carry out an audit. In this way, Van den Bosch can determine whether the business operations of the Contractor are in compliance with the requirements imposed by the customer of Van den Bosch, and all applicable legislation and regulations are complied with. Any non-conformities qualified by Van den Bosch as serious must have been corrected within 10 days. Non-conformities qualified by Van den Bosch as less serious must have been corrected within 30 days.

#### **5. Communication instructions**

- 5.1.** BAN ON COMMERCIAL CONTACT – The Contractor may not have any operational or commercial contact, in any manner, direct or indirect, with the customer(s) or client(s) of Van den Bosch. This applies both to the forwarder and the recipient. At all times, Van den Bosch shall act as contact point. All contacts shall take place via Van den Bosch, unless the Contractor has received written permission to maintain such contacts itself.
- 5.2.** EXCEPTION - The Contractor must comply with all (site) instructions of the forwarders and the recipient. The Contractor himself must report upon arrival at both the forwarder and the recipient, and must wait before loading/taking receipt or unloading/delivery until the moment that the forwarder, recipient or Van den Bosch specifies that this work may be commenced.
- 5.3.** PENALTY CLAUSE – For any violation of the communication instructions as contained in paragraph 1, the Contractor shall owe an immediately demandable penalty of not more than € 1,000, payable in one go, and an amount of € 100 for every day that the violation continues, without prior demand or notice of default being required.

**Appendix C: Invoicing procedure**

1. Executed orders will be invoiced on the basis of the agreed rates (in writing).
2. All transport and customs documents (if applicable) must be issued to the planning department of Van den Bosch as quickly as possible following execution of the order. If this is not possible, the documents must be submitted to Van den Bosch not later than one week after the order has been executed. Submission is subject to the reception principle: the obligation has only been fulfilled once the documents have been received by Van den Bosch.
3. Waiting hours: in the event of waiting hours at a customer of Van den Bosch, the driver must immediately duly inform the planning department, so that the correct action can be taken.
4. Any other costs can be settled by means of a separate form available from our planning department.
5. Following receipt of the form for additional costs approved by Van den Bosch, the Contractor can send the invoice to Van den Bosch.
6. Payment to the Contractor will be made within 30 days following receipt of the undisputed invoice.
7. Invoices will be undisputed if:
  - the Contractor has confirmed the necessary details to Van den Bosch;
  - the purchase order number appears on the invoice;
  - the agreed rate is invoiced;
  - the invoice is accompanied by a clear copy of the customs and/or CRM document.

**Appendix D: Hazardous substances**

- The Contractor must be a valid holder of ADR licenses/certificates for drivers/operators in accordance with the following legislation: EU 2003/59/EC, EU 2000/56/EC.
- The Contractor will operate parking policy in accordance with ADR chapter 8.4
- The Contractor will employ a Dangerous Goods Safety Advisor (DGSA) with a proven and valid certificate in accordance with ADR chapter 1.8.
- Appointment and fulfilment of the duties of the DGSA ADR chapter 1.8.

**Appendix F: Insurance**

As you are aware, transport can be risky business. Despite all safety and prevention measures, accidents and incidents can still occur. It is therefore essential that you have adequate insurance. The required insurance policies are as follows:

**Third-Party Liability Insurance (WA)**

This is a compulsory insurance in all countries, and covers the risk of your vehicle combination on the road. In addition to material damage, this insurance covers possible injuries to third parties. Vehicle combinations transporting ADR goods must be subject to increased cover. Please note: in certain countries, drawn material (semi-trailer/chassis) must also be WA insured.

**Transport liability**

When accepting a transport order, this automatically entails responsibility. All transport orders executed subject to the compulsory rules of the CMR Convention must be insured according to these conditions.

**Commercial liability**

This insurance should also cover the costs for contamination of products in a land tank, caused by unloading into the incorrect land tank.

**CONTRACTOR IS OBLIGED TO BE INSURED IN COMPLIANCE WITH ARTICLE 11. CONTRACTOR MUST PROVIDE THE FOLLOWING INFORMATION TO VAN DEN BOSCH**

**WA**

Insurance company :  
Insurance agent :  
Policy number :  
Valid through :

**Commercial liability**

Insurance company :  
Insurance agent :  
Policy number :  
Valid through :  
Limit per occurrence :  
Limit per year :  
Major exclusions :

**Transport liability**

Insurance company :  
Insurance agent :  
Policy number :  
Valid through :  
Limit per occurrence :  
Limit per year :  
Major exclusions :

**Appendix G: GMP+ Agreement**

**Contract for the Carriage of Goods by Road according to the GMP + B4 standard**

The parties agree as follows:

1. Description: 'Van den Bosch' shall be taken to mean Van den Bosch Transporten B.V. and all companies affiliated to Van den Bosch Transporten B.V.
2. The Contractor is aware that the certifying body, as a requirement and/or the certification standard as a precondition, demands that the Contractor may only undertake transport operations according to the GMP + B4 standard as mandated by Van den Bosch. In respect of Van den Bosch, the Contractor has agreed that it will not carry out, accept or supervise any transport operations according to the GMP + B4 standard on behalf of other parties/third parties (other than Van den Bosch).
3. The Contractor is itself required to carry out all transport operations that must be undertaken in accordance with the GMP + B4 standard. The Contractor is not permitted to outsource such transport operations to third parties not in possession of a GMP + B4 certificate.
4. All drivers deployed for transport operations according to the GMP + B4 standard will be issued a hard copy of the Drivers Manual by the Contractor, together with any updates to that manual published on the webportal.
5. All drivers deployed for transport operations according to the GMP + B4 standard will be trained by the Contractor, by ensuring that all drivers follow the E-learning programme and test developed and supplied by Van den Bosch.