

**GENERAL TERMS AND CONDITIONS OF GRAANSLOOT KAMPEN B.V. STORAGE AND TRANSHIPMENT COMPANY concerning the unloading, loading, storing, keeping stored and transshipping of raw materials, including raw materials for animal feed, fertilizers and other bulk goods of Graansloot Kampen B.V. storage and transshipment company in Kampen (hereinafter referred to as: 'Graansloot')**

**1. Applicability of these general terms and conditions**

- 1.1. These terms and conditions apply to all legal relationships between Graansloot and its client(s).
- 1.2. General terms and conditions of clients are explicitly rejected.

**2. Definitions**

In these terms and conditions the terms below have the following meanings:

Graansloot: a storage company that, leaving aside the option of broader activities, accepts assignments to unload, load, store, hold in safekeeping, process, tranship or deliver movable goods;

client: the party that grants Graansloot an assignment to store or deliver goods;

written/in writing: in writing, by fax, by email or stored on another data carrier;

means of transport: every means of transport, including both vehicles and vessels.

**3. Written record**

An agreement with Graansloot is effected after Graansloot has confirmed it in writing. In the absence of a written confirmation the copy of the weighing slip provided to the client will be considered as confirmation of the storage agreement. In the absence of any document the storage agreement will be considered to have been effected at the moment that Graansloot received the goods and obtained actual power of disposal over these goods.

**4. Rates / fees / taxes**

- 4.1. If no explicit rate agreement has been made with the client, the rate that Graansloot generally charges for similar assignments will apply.
- 4.2. Unless explicitly agreed otherwise, the customary and agreed rates for the storage fee will be based on the regular manner of storage for the goods concerned.
- 4.3. Graansloot will be entitled to charge a higher rate than the customary rate if special requirements are set by the client for the storage.

**5. Duties, costs and taxes**

- 5.1. All cargo, cash on delivery, taxes, duties, contributions, levies, penalties and/or other charges or costs, however named, with respect to or in connection with the goods, payable on arrival or in arrears, will be at the expense of the client and must be paid or reimbursed on Graansloot's demand, whether or not in advance, regardless of whether these goods have not yet arrived on site or have already left the site.
- 5.2. If Graansloot acts or has acted as tax representative, all taxes, duties, contributions and other levies, as well as penalties, compensation, interest, costs, however named, will be at the expense of the client, without prejudice to the provisions of paragraph 1 of this article. The client is obliged to pay these amounts on Graansloot's demand.

## **6. Refusing an assignment**

Graansloot is entitled to refuse an assignment for storage and/or safekeeping without stating reasons.

## **7. Delivery to and from the site and acceptance**

- 7.1. Delivery to and acceptance by Graansloot are effected by the client delivering the goods and Graansloot taking delivery of these goods at the storage site.
- 7.2. Delivery to and acceptance by the client are effected by Graansloot delivering the goods and the client taking delivery of the goods at the storage site.
- 7.3. Graansloot determines the weight of the goods delivered and accepted each time by means of a calibrated weighing system and this will be recorded accordingly in the stock accounts.
- 7.4. Loss of weight of the goods as a result of one of the causes referred to in paragraph 19.4 will not be registered or corrected in the stock accounts. Graansloot will only process corrections in the stock accounts after a written instruction to that end from the client. The client may request Graansloot to determine the current weight of the stock by means of weighing or measuring. Any costs incurred involved will be payable by the client in full.

## **8. Opening hours**

Delivering and collecting goods to and from the storage site must take place during the opening hours applicable to the staff of Graansloot. If the client requests that work be carried out outside regular working hours, Graansloot will be free to decide whether or not to comply. Additional costs incurred as a result of working outside regular working hours will be payable by the client.

## **9. Provision of particulars and information by the client**

- 9.1. The client guarantees that the description of the goods delivered to Graansloot is accurate and complete and that Graansloot is provided with all relevant information concerning these goods.
- 9.2. If goods are subject to customs and excise regulations or to tax rules or other government regulations, the client must provide Graansloot in good time with all information and documents required in this respect to enable Graansloot to provide the relevant information in order to comply with those rules or regulations.

## **10. Inspection of goods**

- 10.1. Without a specific order to that effect, Graansloot is not obliged to examine or inspect the goods offered for storage. Graansloot may assume that the information provided by the client is correct.
- 10.2. If it becomes apparent after storage that the weight, nature and/or composition of the goods deviate from the original information provided by the client in this respect, unless the contrary is proved the client will be assumed to have offered the goods for storage to Graansloot with the weight, nature and/or composition established by Graansloot. This will not apply in case Graansloot has determined the weight, nature and/or composition of the goods prior to storage.
- 10.3. Graansloot will at all times be authorized, but not obliged, to open packaged goods for inspection. If examination shows that the contents deviate from the information given, the costs of the examination will be borne by the client.

## **11. Storage location, relocation of goods**

- 11.1. The goods will be stored on Graansloot's own premises, unless Graansloot chooses to store the goods elsewhere, whether or not temporarily.
- 11.2. Relocation will be at the expense of Graansloot, unless relocation is required:
  - in the interest of the client, the (condition of the) goods or at the request of the client;

- due to circumstances for which Graansloot is not liable, or
- due to circumstances that in all reasonableness are not at the risk and expense of Graansloot, or
- due to government regulations.

11.3. On all the transport carried out by Graansloot the General AVC conditions will apply, which can be found at [https://www.sva.nl/sites/vervoeradres/files/PDF/avc\\_2002\\_engels\\_versie\\_2015.pdf](https://www.sva.nl/sites/vervoeradres/files/PDF/avc_2002_engels_versie_2015.pdf) In case the CMR treaty applies these General AVC conditions will apply complementary.

11.4. Graansloot will notify the client if the goods are to be relocated to another storage site, without the client being entitled to make any claim against Graansloot on account of the fact that no notification was given.

## **12. Late delivery, irregular delivery or collection**

If the client has informed Graansloot that goods for storage will be delivered to Graansloot in a certain quantity and/or at a certain time, or that the goods to be delivered will be collected in a certain quantity and/or at a certain time, and if in such situation the client fails to deliver or collect the goods in such quantity and/or at that time, the client will be obliged to reimburse all costs incurred by Graansloot as a result of this.

## **13. Condition of goods on arrival/harmful substances**

13.1. Unless stated otherwise, goods must be delivered to Graansloot in good condition and, if packaged, they must be properly packaged. The client is obliged to inform Graansloot of all the goods' properties that may pose a danger, whether spontaneous or under certain influences or circumstances, to persons or other goods, operating assets or storage space of Graansloot.

13.2. If on arrival the goods delivered to Graansloot are visibly in damaged or faulty condition, Graansloot will be entitled but not obliged to represent the client's interests vis-à-vis the carrier or others and provide evidence of the situation, at the risk and expense of the client, without the client being entitled to derive any rights towards Graansloot from the manner in which Graansloot has performed this task.

13.3. Goods received for storage which are dangerous may be removed, destroyed or made harmless in another way by Graansloot at any time.

13.4. The client will be liable for all costs and loss incurred by Graansloot, arising from the delivery for storage, from the storage itself or from measures taken in relations to the goods mentioned in this article

## **14. Supplementary services and activities**

14.1. While the goods are stored by Graansloot, the client may give Graansloot an order to carry out work required by it, including but not limited to, sampling, treating (including treating with a salmonella-killing product), caring, repackaging, restacking, dividing in batches, weighing, pelleting work, sifting work, etc. as well as to deliver the goods, subject to the applicable fees and conditions.

14.2. The obligations arising from the agreement concluded between Graansloot and the client in connection with the above will be merely best efforts obligations, and not result obligations.

14.3. In case of transport carried out by Graansloot article 11.3 of these conditions applies.

## **15. Special treatment of goods**

- 15.1. Graansloot is not obliged to take any measures concerning the goods received for storage or the packaging of the goods, other than the measures normally applicable to the storage of the goods concerned. Graansloot will only be obliged to take special measures if this has been agreed in writing.
- 15.2. Graansloot will, however, be entitled to take measures immediately, at the risk and expense of the client, including clearing, removing, destroying or making harmless in another manner, if omitting to take such measures is feared to result in the loss of and/or damage to the goods themselves or other goods, the storage place or equipment, or harm to persons, or if taking such measures is required or indicated for any other reason, such as at the discretion of Graansloot. Graansloot will notify the client immediately of the measures taken, without the client being entitled to make any claim against Graansloot on account of the fact that no notification was given.
- 15.3. Without prejudice to the provisions of the preceding paragraph, the client undertakes to indemnify Graansloot against any third-party claims on account of damage caused by the client's goods to the goods of these third parties.

## **16. Access to the site**

- 16.1. At the client's risk and expense Graansloot will allow the client and the persons designated by the client at his request access to the location where the client's goods are stored, with due observance of the stipulated customs formalities and other formalities prescribed by government.
- 16.2. The following conditions apply:
- (i) all persons visiting the storage location as well as the personnel of the vessels and vehicles that arrive at the storage location must comply with Graansloot's regulations;
  - (ii) access is only provided during regular working hours and under supervision;
  - (iii) the client must reimburse Graansloot any costs involved in the supervision of the visit;
  - (iv) the client is liable for all damage and/or loss, directly or indirectly caused by the persons visiting.
- 16.3. The client will indemnify Graansloot against third-party claims, including employees of both Graansloot and the client, in connection with damage and/or loss arising from the preceding paragraphs.

## **17. Liability of the client**

- 17.1. The client is liable to Graansloot and/or third parties for damage and/or loss arising from incorrect and/or incomplete descriptions, specifications or communications, as well as for damage and/or loss arising from defects to the goods and/or to the packaging that were not communicated in advance.
- 17.2. The client is liable for all damage and/or loss caused by the client's failure to comply, or failure to comply in time or properly, with the obligations imposed on it by these terms and conditions or by a separate agreement concluded between Graansloot and the client, in so far as these terms and conditions do not already contain a deviating arrangement.
- 17.3. Without prejudice to the above provisions, the client will indemnify Graansloot against third-party claims, or compensate Graansloot for any loss paid or owed by third parties or paid or owed to third parties, including employees of both Graansloot and the client, relating to the nature or conditions of the goods stored.

## **18. Insurance of goods**

- 18.1. Unless agreed in writing with the client, Graansloot will not be obliged to take out any insurance for the goods.
- 18.2. If Graansloot and the client have agreed that Graansloot will take out insurance for the goods at the expense of the client, Graansloot will have the right to take out the agreed insurance at its discretion,

in the name of the client, or to place this under an umbrella insurance policy of Graansloot.

- 18.3. The amount to be insured will be the amount stated by the client and when such amount is not mentioned it will be estimated by Graansloot.
- 18.4. Graansloot merely acts as representative of the client with respect to the (entering into) insurance policies, without any liability regarding the (scope of the) policy conditions and/or the (scope of) any claim towards the insurer(s).
- 18.5. In all cases in which the goods are insured through Graansloot, Graansloot is entitled to collect the insurance proceeds for and on behalf of the parties that have an interest in the goods and subsequently recover from these proceeds, for whatever reason, all its claims from the client. The remaining amount will be paid to the client.
- 18.6. If, in the case of damage to or loss of goods due to fire or any other cause, Graansloot's cooperation is desired or required to determine the damage or loss, Graansloot will cooperate on payment of the costs involved and of a fee for its involvement. Graansloot may make its cooperation dependent on the cash payment of, or provision of security for, all the amounts the client owes Graansloot for whatever reason and the costs and fee referred to in this paragraph.
- 18.7. On delivery of part of the goods, the client is obliged to inform Graansloot of the amount for which it wishes to have the remaining goods insured. In the absence of such statement Graansloot will be entitled to reduce the insured amount at its discretion in the same proportion as the quantity, weight, measurement or contents of the goods have been reduced.

#### **19. Damage to or loss of goods, liability of Graansloot**

- 19.1. In the event of damage and/or loss the client may exclusively hold Graansloot liable, even if Graansloot in conducting its business has made use of the services of third parties, subject to the following restrictions.
- 19.2. All acts and work are performed at the risk and expense of the client, unless provided otherwise in these terms and conditions.
- 19.3. Graansloot is not liable for any damage and/or loss, unless the client proves that this damage and/or loss has been caused due to the fault and/or negligence of Graansloot or its employees.
- 19.4. Graansloot is, unless in case of a wilful act and/or gross negligence, not liable for any damage and/or loss caused by one of the following causes:
- a. Loss of quality or mixing of the goods with residues of goods that remained in a means of transport from a previous transport;
  - b. Loss of quality or mixing of the stored goods with residues of goods that remained in the same storage on floors and/or walls en/or in the used transport system.
  - c. Loss of quality or mixing of the stored goods by adding goods of an unequal nature from the same client, unless the client has made it clear in writing that the added goods should be stored apart;
  - d. acts performed by Graansloot within the meaning of Section 14;
  - e. the natural quality of the goods, change in quality, loss of weight, inner rot, dehydration, settling, pulverization, leaking, heating, seeping, sweating, condensation, fermenting, freezing, rusting, breakage, insufficient and/or defective packaging;
  - f. force majeure, government measures, requisitioning, seizure, strike, lockout, sabotage, riot, looting, interruption of power supplies;
  - g. fire, smoke, explosion, radiation, water damage, break of water pipes, floods, settling, storm, cloudburst and/or extreme precipitation and generally every external calamity;

- h. heath, cold, changes of temperature or humidity of the air, wind and/or blowing away of goods, unless it was agreed that the transport, loading, unloading and/or the storage of the goods would take place in such a way that the goods are protected against these influences;
- i. incompleteness or incorrectness of the numbers, letters or marks of the collo;
- j. payment of demurrage for inland vessels or parking costs for vehicles deployed by or at the initiative of the client.

- 19.5. In the case of damage and/or loss because of theft by burglary Graansloot shall be considered to have applied adequate care, if they have provided a proper closure for the storage place.
- 19.6. In the case of goods stored on open ground, any liability of Graansloot for damage or shortage, possibly in connection with such storage, shall be excluded.
- 19.7. In the case of damage and/or loss caused by rats or mice or insects or other vermin, Graansloot shall be considered to have applied adequate care if they have provided the normal pest control in the place of storage.
- 19.8. The compensation payable by Graansloot for the total loss of the goods shall be limited to the value of the goods applicable on the day the damages is incurred. In the case of damages to the goods the indemnification shall be the difference between the actual value and the value the goods would have had on the day the damages is incurred.
- 19.9. Graansloot is only liable for damage to the goods and never for damage due to loss of profit or any other indirect or consequential loss.
- 19.10. When damage is caused to only part of the goods, which can be classified as having a value of its own (e.g. machine parts) or where damage is caused to one or more items of several goods belonging together (e.g. furniture), any depreciation of the remaining part or of the undamaged goods shall be excluded and not be considered.
- 19.11. Without prejudice to the foregoing provisions the loss to be compensated by Graansloot is in any case limited to EUR 1 per kilogramme of damaged or lost gross weight, with a maximum of € 500.000 per event or series of events resulting from one and the same cause.
- 19.12. Without prejudice to the foregoing provisions the loss to be compensated by Graansloot in case of damage and/or loss arising from compliance with formalities, including customs formalities, is limited to the amount of EUR 10,000 per document.

## **20. Taking back goods/notice of termination by Graansloot**

- 20.1. The client will at all times be entitled to ask back the goods delivered for storage, on payment of all the amounts owed by it to Graansloot (in the broadest sense) and with due observance of the provisions of these terms and conditions.
- 20.2. If the goods delivered for storage by the client are combined by mixing them with goods that belong to Graansloot or to another client of Graansloot, the client will only be entitled to delivery of part of the resulting new goods, equal to the quantity of the goods the client originally delivered for storage to Graansloot.
- 20.3. If no period has been agreed for the storage or if the agreed storage period has expired, Graansloot may order the client to take back its goods with due observance of a notice period that is reasonable in view of the circumstances and the nature of the goods.
- 20.4. If the client fails to take back the goods, the provisions of Article 21 will apply.

## **21. Taking back goods early due to an urgent reason**

- 21.1. Graansloot will at all times be entitled to order that the goods received in storage be taken back by the

client before the expiry of the storage period, without observing any notice period, if there is an urgent reason to do so.

- 21.2. An urgent reason is taken to mean a circumstance that is so serious that according to standards of reasonableness and fairness the client may no longer expect the storage to continue.
- 21.3. Such reasons include in any case a high water level or the forecast of a high water level due to which Graansloot fears for a decrease in value of the goods; if the client fails to comply with one or more provisions of these terms and conditions; if it is feared that the presence of the goods poses a threat of loss of and/or damage to other goods, the storage space or equipment, or harm to persons; and if the goods are subject to deterioration or if changes occur in that respect which in the opinion of Graansloot justify the suspicion of a decrease in value and the client fails to give instructions to prevent and control the deterioration.
- 21.4. The client will remain obliged to pay the storage fee up to the day that it takes back the goods from Graansloot.

## **22. Calculation of storage fee in case of destruction of the goods**

In case of destruction of the goods stored by Graansloot, the day of destruction will apply as the day of delivery and the storage fee, and, if the goods are insured through the intermediary services of Graansloot, the insurance premiums and costs calculated in full months, will be payable up to that day.

## **23. Payment**

- 23.1. All payments owed by the client to Graansloot, for whatever reason, will be due and payable after the payment term for the relevant claim has expired.
- 23.2. Amounts charged by Graansloot to the client must be paid within fourteen days of the invoice date.
- 23.3. The payment term applicable to a claim by Graansloot is always a strict deadline within the meaning of Section 83(a) of Book 6 of the Dutch Civil Code.
- 23.4. From the due date the client will owe Graansloot 1.5% interest per month or part of a month on the outstanding amount, or the statutory commercial interest rate if this is higher.
- 23.5. Payments will first be deducted from costs incurred and accrued interest, and subsequently from the principal amount due, with the oldest invoice and/or claim due being settled first.
- 23.6. Graansloot is entitled to extrajudicial collection costs in the event of late payment. These costs will be calculated according to the Decree Extrajudicial Collection Costs (Staatsblad 2012/141), latest version.
- 23.7. Graansloot is entitled to settle all claims against the client with any debt that the client may have to Graansloot or to a natural or legal person affiliated to Graansloot.
- 23.8. The client is not entitled to suspend payment or set off any amount against an (alleged) claim on Graansloot.

## **24. Security**

- 24.1. Graansloot is entitled at all times to demand security or full or partial advance payment to ensure compliance with all payment obligations, whether due and payable or not.
- 24.2. If the client forms part of a group (within the meaning of Section 24(b) of Book 2 of the Dutch Civil Code), Graansloot may demand that a group company of the client complies with the obligations set out in the preceding paragraph.

## **25. Right of retention and right of pledge**

- 25.1. Graansloot has a right of retention towards the client to all goods, documents and monies Graansloot retains for whatever reason and for whatever purpose, until all Graansloot's claims against the client have been settled, or sufficient security has been provided for these claims. The right of retention also applies if Graansloot has any claim arising from other or earlier agreements with the client.
- 25.2. Graansloot has a right of possessory pledge towards the client to all goods that Graansloot retains for whatever reason and for whatever purpose, until all Graansloot's claims against the client have been settled.
- 25.3. Graansloot is also entitled to exercise the rights assigned to it in paragraphs 1 and 2 for the amounts owed by the client to group companies of Graansloot.
- 25.4. If the claim is not settled the collateral will be sold in the manner stipulated by law or, if agreement has been reached on the matter, by private treaty.
- 25.5. If it is likely that with a sale in the manner stipulated by law the costs will be higher than the proceeds, Graansloot will be entitled to remove the goods, have them removed or destroy them. The client will in that case remain liable for the amounts owed, plus the costs of removal or destruction.

## **26. Transfer or passing of goods**

- 26.1. Transfer or passing of ownership of goods in the possession of Graansloot or the transfer or passing of the right to deliver those goods by a client to a third party, is invalid and has no legal effect for Graansloot, nor will it be acknowledged by Graansloot, unless and after (i) all claims Graansloot has, for whatever reason, against the original and/or transferring client have been settled and until and after (ii) the new entitled party or parties has/have accepted in writing all the provisions of the agreement between Graansloot and the original and/or transferring client and these terms and conditions.
- 26.2. The client is obliged to inform Graansloot immediately in writing with supporting documentation of a transfer of ownership or passing of ownership of goods, or a transfer or passing of the right to deliver the goods.
- 26.3. The original and/or transferring client will remain liable towards Graansloot for all claims that Graansloot has with respect to or in connection with the storage and/or work performed with respect to those goods, even if the work was performed after the transfer or passing of ownership or after the transfer or passing of the right to deliver.
- 26.4. Following the acknowledgement by Graansloot of the transfer or passing of ownership or of the right to deliver the goods, the new entitled party will be the client and it will be jointly and severally liable, in addition to its legal predecessor, for all unsettled claims which Graansloot still has against the client, even if they arose before the transfer or passing of ownership.

## **27. Force majeure**

- 27.1. Force majeure will be considered as any shortcoming of Graansloot by causes beyond its reasonable control and/or for which Graansloot cannot be held responsible. In such event the client will not be entitled to any compensation.
- 27.2. In any case force majeure will be considered the following circumstances (a) serious problems with suppliers of Graansloot, (b) unavailability of anticipated usual means of supplies (c) purpose or gross negligence of third parties, (d) strike or other labour disturbances (e) excessive sickness of personnel, (f) fire, (g) extreme weather conditions including floods, (h) governmental restrictions, (i) war, warlike conditions, blockade, embargoes, riots, (j) sabotage and/or explosion, (k) delay of transportation, (l) any unforeseen change in circumstances.
- 27.3. In case of force majeure Graansloot has the right to either suspend its obligations or to, total or in partially, terminate ("ontbinden") the agreement. In case the force majeure lasts for more than 30 days the client is also entitled to terminate ("ontbinden") the agreement. In case of termination the client is



not entitled to any compensation.

- 27.4. The client has to pay the agreed fees until the moment the force majeure started, if Graansloot has partially performed its obligations.

**28. Complaints**

If Graansloot makes the goods available (once again) to the client without the client, or another party on its behalf, having established the condition of the goods in the presence of Graansloot, or - if it concerns visible loss or damage, no later than when the goods are made available, or if it concerns invisible loss or damage, within five working days after the goods have been made available – without the client having communicated any reservations to Graansloot, stating the general nature of the loss or the damage, unless the contrary is proved the client will be deemed to have received the goods in good conditions. The reservations referred to above must be communicated in writing if it concerns invisible loss or damage.

**29. Expiry clause**

Each claim of the client against Graansloot will expire by the mere lapse of 12 months after the claim has arisen.

**30. Applicable jurisdiction**

The legal relationships with Graansloot are subject to Dutch law.

**31. Disputes**

- 31.1. In the event of any disputes the District Court of Overijssel, location Zwolle, has exclusive jurisdiction.
- 31.2. Graansloot is also authorized to settle disputes by means of arbitration by FENEX. In that case the procedure will be determined by FENEX or by arbitrators to be appointed by FENEX.