

GENERAL TERMS AND CONDITIONS OF AVICORE

Version: 2.0

Date: April 2026

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These Rental Terms and Conditions apply to the rental of semi-trailers, transport equipment and related assets by Avicore B.V. and/or such affiliated rental entity as identified in the relevant Rental Agreement as contracting party (the Lessor).

The Parties acknowledge that the safe and effective transport of day-old chicks and other sensitive live cargo depends on multiple operational, environmental and human factors beyond the Lessor's control, including but not limited to loading methods, stocking density, route planning, ambient conditions, journey duration, monitoring, maintenance, and operator conduct. The Hired Object forms part of a wider transport chain and does not by itself guarantee cargo integrity, animal welfare outcomes, or transport performance.

1 Definitions

- 1.1 Agreement:
means the rental agreement entered into between the Lessor and the Lessee relating to the rental of the Hired Object, including these Terms and Conditions and any schedules, annexes, inspection reports, photo records, damage matrices, and documents expressly incorporated by reference.
- 1.2 Lessor:
means Avicore B.V. and/or such affiliated rental entity as identified in the Agreement as contracting party.
- 1.3 Lessee:
means the natural person or legal entity entering into the Agreement with the Lessor.
- 1.4 Hired Object:
means the semi-trailer, equipment, system, accessory, document, registration item, key, telematics unit or other rented asset identified in the Agreement.
- 1.5 Rental Charges:
means the rental fees and all other charges payable by the Lessee under the Agreement.
- 1.6 Fair Wear and Tear:
means deterioration consistent with normal professional use over the agreed rental term and expected operating profile, as further described in the applicable inspection record, schedule or damage matrix.
- 1.7 Business Day:
means a day other than a Saturday, Sunday, or public holiday in the Netherlands.
- 1.8 Off-Hire:
means the moment at which the Hired Object is accepted back by the Lessor in accordance with the

Agreement and these Terms and Conditions. Physical return alone does not automatically constitute Off-Hire.

- 1.9 Permitted Territory:
means the country or countries expressly agreed in the Agreement in which the Hired Object may be used.

2 Applicability

- 2.1 These Terms and Conditions apply to all offers, quotations, Agreements, rentals, extensions, renewals and related legal relationships between the Lessor and the Lessee.
- 2.2 These Terms and Conditions apply exclusively. Any general terms and conditions of the Lessee are expressly rejected and shall not apply unless expressly accepted by the Lessor in writing.
- 2.3 Any purchase order, order form, portal condition, vendor document or other document issued by the Lessee shall be deemed issued for administrative purposes only. Any additional or conflicting terms contained therein are expressly rejected and shall be null and void unless expressly accepted by the Lessor in writing.
- 2.4 The Lessee confirms that, before or at the time of entering into the Agreement, it received these Terms and Conditions, including by electronic means where applicable, and had a reasonable opportunity to take note of their contents.
- 2.5 In the event of any inconsistency between the Agreement and these Terms and Conditions, the Agreement shall prevail.
- 2.6 In the event of any inconsistency between contractual documents, the following order of precedence shall apply:
 - (a) the signed Agreement;
 - (b) any expressly agreed schedules, scope description, delivery inspection report, return inspection report, photo record, damage matrix, or special conditions; and
 - (c) these Terms and Conditions.
- 2.7 General brochures, catalogues, technical descriptions, performance statements, commercial materials, marketing materials and preliminary commercial information are indicative only and shall not be binding unless expressly incorporated into the Agreement in writing.
- 2.8 These Terms and Conditions shall also apply to future agreements between the Parties unless expressly agreed otherwise in writing.

3 Offers and Formation

- 3.1 All offers and quotations of the Lessor are non-binding unless expressly stated otherwise in writing.
- 3.2 An Agreement is concluded only upon written confirmation by the Lessor or upon commencement of performance by the Lessor.
- 3.3 Any acceptance, order, response or confirmation by the Lessee containing deviations, qualifications or additions shall be deemed a new offer by the Lessee and shall not bind the Lessor unless expressly accepted by the Lessor in writing.

3.4 The Lessor is entitled to rely on the accuracy, completeness and suitability of the information provided by the Lessee. The Lessee warrants that all information relevant to intended use, territory, registration, operation, legal compliance and insurance is accurate and complete. The Lessor shall not be responsible for consequences arising from incorrect or incomplete information supplied by the Lessee.

3.5 Statements, specifications, technical descriptions, capacities, performance indications or representations are binding only to the extent expressly included in the Agreement.

4 Prices, Rental Charges, and Payment

4.1 Rental Charges and any other fees are as stated in the Agreement.

4.2 Unless expressly stated otherwise, all amounts are exclusive of VAT and all other applicable taxes, duties, levies, tolls, permit charges, customs charges and government-imposed charges.

4.3 The Lessee shall pay all amounts due under the Agreement in accordance with the payment terms set out in the Agreement.

4.4 If no payment term is stated in the Agreement, invoices are payable within fourteen (14) days of invoice date.

4.5 Payments shall be made in full, without deduction, set-off, suspension or counterclaim, except to the extent such restriction is not permitted by mandatory law.

4.6 If the Lessee fails to make any payment when due:
(a) the Lessee shall automatically owe statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code from the due date until the date of full payment, without any notice of default being required;
(b) all outstanding amounts shall become immediately due and payable; and
(c) the Lessor may suspend performance, withhold delivery, refuse extensions, or terminate the Agreement, without prejudice to its other rights and remedies.

4.7 The Lessor may require advance payment, deposit or adequate security where it has objectively justified concerns regarding the Lessee's financial ability to perform.

4.8 The Lessee shall reimburse all reasonable judicial and extrajudicial costs of collection, legal recovery, enforcement and repossession arising from the Lessee's default.

4.9 Any complaint regarding an invoice must be submitted in writing within fourteen (14) days after the invoice date. After this period, the invoice shall be deemed accepted, without prejudice to mandatory law.

4.10 Rental Charges continue until Off-Hire has occurred in accordance with Article 12.

5 Delivery, Handover, and Condition

5.1 Delivery shall take place at the location and on the basis stated in the Agreement.

5.2 Delivery dates are estimates or target dates only unless expressly agreed otherwise in writing.

5.3 The Hired Object may be a used asset unless expressly stated otherwise in the Agreement.

5.4 The Hired Object shall be delivered in the condition recorded in the delivery inspection report and photo record.

5.5 The delivery inspection report, photo record and any agreed damage matrix form part of the Agreement and shall be the primary reference for assessment of condition, use and return.

5.6 The Lessee shall inspect the Hired Object on delivery and shall immediately notify the Lessor in writing of any visible defect, shortage, missing item or discrepancy. In the absence of such notice, the Hired Object shall be deemed accepted in the recorded condition.

5.7 Except as expressly stated in the Agreement, the Lessor does not warrant that the Hired Object will be free from all defects, uninterrupted in operation, suitable for every jurisdiction or purpose, or capable of achieving any specific biological, cargo, welfare, environmental or operational result.

5.8 Use of the Hired Object after delivery shall constitute acceptance of the Hired Object, without prejudice to defects that could not reasonably have been discovered at handover.

6 Ownership, Use, Territory, and Restrictions

6.1 The Hired Object remains at all times the exclusive property of the Lessor. No transfer of ownership shall occur.

6.2 The Lessee shall use the Hired Object with due care, professionally, and only for its intended and agreed use.

6.3 The Lessee shall comply with all applicable laws, regulations, operating instructions, manufacturer guidance, manuals, and reasonable instructions issued by the Lessor.

6.4 The Lessee shall not, without prior written approval of the Lessor:
(a) use the Hired Object outside the Permitted Territory;
(b) sub-rent, lend, lease on, pledge, assign, encumber, or otherwise make the Hired Object available to a third party;
(c) alter, dismantle, modify, brand or reconfigure the Hired Object;
(d) overload or use the Hired Object for unlawful, unsafe, unsuitable or abusive purposes; or
(e) represent that it owns the Hired Object.

6.5 The Lessee shall at all times be able to identify and communicate the exact location of the Hired Object upon the Lessor's reasonable request.

6.6 The Lessee shall ensure that the Hired Object is operated only by adequately trained and qualified

personnel and that appropriate operating procedures, pre-trip checks, post-trip checks, monitoring and contingency measures are in place.

- 6.7 For specialist chick transport or other conditioned live-cargo applications, the Lessee acknowledges that the Hired Object forms only part of the transport system and does not by itself guarantee cargo integrity, chick condition, welfare performance, survival rates, temperature outcome, or environmental stability.
- 6.8 The Lessee shall keep the Hired Object clearly identifiable as property of the Lessor and shall not remove or obscure identification marks, ownership notices, serial numbers or telematics devices.
- 6.9 The Lessee shall promptly implement any safety instruction, technical update, inspection recommendation, retrofit, recall action or operational measure reasonably required by the Lessor in connection with safe, lawful and proper use of the Hired Object.
- 6.10 The Lessee shall maintain adequate records of use, maintenance, inspections, incidents and repairs during the rental term and shall provide such records to the Lessor on request to the extent relevant to a complaint, incident, claim, audit, return inspection or legal compliance issue.

7 Registration, Legal Compliance, and Permits

- 7.1 Unless expressly agreed otherwise in writing, the Lessee is responsible for registration, temporary registration, roadworthiness, APK/MOT, permits, approvals and operational compliance in the country of registration and use.
- 7.2 The Lessee is responsible for all taxes, tolls, penalties, permit charges, customs charges, import and export formalities and similar charges connected with possession, use or operation of the Hired Object.
- 7.3 The Lessee is solely responsible for ensuring that the Hired Object may lawfully be used in the jurisdiction or jurisdictions in which it is operated.
- 7.4 The Lessor does not warrant that the Hired Object complies with all local legal or technical requirements in every jurisdiction unless such requirements have been expressly included in the Agreement.

8 Maintenance, Repair, and Daily Checks

- 8.1 Unless expressly stated otherwise in the Agreement, daily user maintenance remains for the account and responsibility of the Lessee.
- 8.2 Daily user maintenance includes, where applicable:
- (a) tyre checks;
 - (b) lighting checks;
 - (c) fluid and lubricant checks;
 - (d) cleanliness;
 - (e) visible defect checks; and
 - (f) normal day-to-day operational care.

- 8.3 Preventive maintenance, periodic inspection and corrective repair shall be handled in accordance with the Agreement and, where applicable, through the Lessor's nominated service partner.
- 8.4 The Lessee shall not carry out or instruct repairs, modifications or technical interventions without prior written approval from the Lessor, except where immediate action is strictly required for road safety, mandatory legal compliance or prevention of further damage. In that case, the Lessee shall notify the Lessor as soon as possible and in any event within twenty-four (24) hours.
- 8.5 Where the Lessee fails to carry out reasonable daily checks, timely reporting, routine care, preventive maintenance or required inspections, all resulting deterioration, defect, damage, downtime and additional cost shall be for the account of the Lessee.
- 8.6 Unless expressly agreed otherwise in writing, the cost of user maintenance, routine care, periodic inspections and preventive maintenance is for the account of the Lessee.
- 8.7 The Lessee shall ensure that only approved parts, materials and service providers are used where required by the Lessor.
- 8.8 Notwithstanding Article 8.6, and as part of the Rental Charges, the Lessor shall provide preventive maintenance and periodic servicing of the Hired Object in accordance with the maintenance profile stated in or agreed under the Agreement, reasonably intended to keep the Hired Object in operationally ready condition. This is an obligation of reasonable care and does not constitute a guarantee of uninterrupted availability or of any specific operational, cargo, welfare or environmental outcome.
- 8.9 The Lessor shall make technical support available during its normal business hours and shall use commercially reasonable efforts to respond to reported faults within any response targets stated in the Agreement. Such response targets are operational objectives and not guarantees. Failure to meet a response target shall not of itself give rise to any liability beyond the remedies expressly provided in Article 9 and shall in all cases be subject to the limitations and exclusions in Article 14.

9 Breakdown, Downtime, and Incident Handling

- 9.1 The Lessee shall immediately notify the Lessor of any breakdown, malfunction, defect, accident, fire, theft, seizure, contamination event or material incident involving the Hired Object.
- 9.2 The Lessee shall provide all reasonably available information, including location, description of the issue, photographs where possible, operational impact, driver or operator statements, and relevant maintenance information.

- 9.3 The Lessee shall take all reasonable measures to prevent further damage and shall follow the Lessor's reasonable instructions regarding repair, recovery, safety and reporting.
- 9.4 Unless expressly agreed otherwise in the Agreement, downtime shall not entitle the Lessee automatically to rental reduction, replacement equipment, compensation, suspension, set-off, termination or any other remedy.
- 9.5 If a major technical failure not attributable to the Lessee continues beyond any period expressly stated in the Agreement, the Parties shall consult in good faith on a practical commercial solution. Such consultation shall not in itself create any entitlement to rental reduction, replacement equipment, compensation or termination unless expressly agreed in writing.
- 9.6 The Lessee shall preserve the Hired Object and all relevant evidence relating to any incident to the extent reasonably possible, including photographs, inspection records, maintenance history, workshop findings, operating logs, route data, location data and telematics data where available.
- 9.7 The Lessee shall allow the Lessor and its designated representatives, including insurers, experts and advisers, reasonable access to inspect the Hired Object and investigate any incident before repair, dismantling, disposal or major modification takes place, except to the extent immediate action is reasonably necessary for safety, prevention of further damage, animal welfare or compliance with mandatory law.
- 9.8 The Lessee shall not make any admission of liability on behalf of the Lessor and shall not settle any matter involving the Lessor without the Lessor's prior written consent.
- 9.9 If the Lessee fails to preserve relevant evidence or materially prejudices the Lessor's ability to investigate an incident or defend a claim, the Lessor may reject the claim or reduce its liability to the extent permitted by applicable law.
- 9.10 Notwithstanding Articles 9.4 and 9.5, where the Hired Object becomes materially unavailable for use as a result of a fault falling within the Lessor's responsibility under Article 8 and not attributable to the Lessee, the Lessor shall use commercially reasonable efforts, subject to availability, to provide temporary replacement or backup equipment of broadly equivalent specification for the duration of the unavailability. The availability, timing and specification of any replacement equipment depend on operational circumstances and shall not constitute a guarantee.
- 9.11 If a fault falling within the Lessor's responsibility under Article 8 and not attributable to the Lessee renders the Hired Object materially unavailable for a continuous period exceeding the number of Business Days stated in the Agreement, or, if none is stated, five (5) Business Days, and no replacement equipment is provided under

Article 9.10, the Lessee's sole and exclusive remedy shall be a pro-rata reduction of the Rental Charges for the period of material unavailability exceeding that threshold. This remedy is subject to the limitations and exclusions in Article 14 and does not entitle the Lessee to any further reduction, compensation, replacement, suspension, set-off or termination.

10 Insurance

- 10.1 Unless expressly stated otherwise in the Agreement, the Hired Object is not insured by the Lessor.
- 10.2 The Lessee shall maintain, before delivery and throughout the rental term:
 - (a) all-risk insurance for the insured value stated in the Agreement or otherwise reasonably required by the Lessor;
 - (b) legally required third-party liability insurance in the jurisdiction of registration and operation; and
 - (c) any additional insurance reasonably required for professional and lawful use of the Hired Object.
- 10.3 To the extent available in the relevant market, the Lessor shall be named as co-insured, additional insured and/or loss payee under the applicable insurance policy.
- 10.4 Cargo is not insured by the Lessor unless expressly stated otherwise in writing.
- 10.5 The Lessee shall provide documentary proof of insurance before delivery and upon each renewal, amendment or request by the Lessor.
- 10.6 The Lessee remains responsible for deductibles, exclusions, uninsured losses, underinsurance and any shortfall in insurance proceeds.
- 10.7 Failure to maintain the required insurance constitutes a material breach of the Agreement.

11 Damage, Loss, Theft, Seizure, and Claims

- 11.1 The Lessee is responsible for all damage to, loss of, theft of, confiscation of, seizure of, or deterioration of the Hired Object occurring during the rental term, except to the extent directly caused by the Lessor's wilful misconduct or deliberate recklessness.
- 11.2 Any accident, theft, fire, seizure, attachment, insolvency-related interference, vandalism or damage event must be reported to the Lessor immediately and in any event within twenty-four (24) hours.
- 11.3 The Lessee shall provide all reasonably available documents and evidence relating to the event, including driver statements, police reports, witness details, photographs, workshop reports, insurance details and third-party correspondence.
- 11.4 The Lessor may recover from the Lessee all reasonable costs of repair, replacement, recovery, towing, transport, storage, specialist cleaning, decontamination, expert assessment, legal assistance and all uninsured loss attributable to the Lessee's risk sphere.

11.5 The Lessee shall immediately notify the Lessor if any third party asserts rights over the Hired Object or if attachment, seizure, insolvency, enforcement or similar measures are imposed or threatened in relation to the Hired Object.

11.6 The Lessee shall fully cooperate in preventing or lifting any seizure, attachment or third-party interference affecting the Hired Object.

12 Return, Off-Hire, and Condition Assessment

12.1 Upon expiry or earlier termination of the Agreement, the Lessee shall immediately return the Hired Object at the agreed location and time, unless otherwise instructed by the Lessor.

12.2 The Hired Object shall be returned in clean condition, with all keys, documents, registration papers, telematics devices, accessories, components, manuals and records relating to the Hired Object.

12.3 The Hired Object shall be returned in the same condition as recorded at delivery, Fair Wear and Tear excepted.

12.4 Return condition shall be assessed against the delivery inspection report, photo record, maintenance history, return inspection findings and the applicable Fair Wear and Tear and/or Damage Matrix.

12.5 The Lessee is liable for chargeable damage, missing items, abnormal wear, contamination, unauthorised modifications, deferred maintenance, non-compliance and hidden damage attributable to the Lessee.

12.6 Off-Hire occurs upon physical return of the Hired Object where the return requirements under the Agreement and these Terms and Conditions have been met. Where those requirements have not been met, Rental Charges continue to accrue until the Lessor has had a reasonable opportunity to inspect the Hired Object, which opportunity shall not exceed five (5) Business Days after physical return. This is without prejudice to the Lessor's right to recharge for hidden defects, hidden damage, missing items, contamination, undeclared incidents or deferred maintenance identified during or after that inspection in accordance with Article 12.7.

12.7 The Lessor may perform a return inspection immediately on return or within the period referred to in Article 12.6. Hidden defects, hidden damage, missing items, contamination, undeclared incidents and deferred maintenance identified during that inspection or within a reasonable period thereafter may still be charged to the Lessee if they reasonably relate to the rental period.

12.8 If the Hired Object is not returned on time, the Lessor may charge continued use fees at the prevailing rental rate, or if higher the contractual default rate stated in the Agreement, without prejudice to its right to claim additional damages and repossession costs.

12.9 Any recharge invoice relating to return condition, damage, missing items, cleaning, recovery, non-return or deferred maintenance must be disputed in writing

within fourteen (14) days of invoice date, failing which it shall be deemed accepted, without prejudice to mandatory law.

13 Access, Recovery, and Repossession

13.1 If the Agreement expires or is terminated, if the Lessee is in breach, if required insurance is absent, if the Hired Object is at material risk, or if the Lessor reasonably believes that its ownership rights may be prejudiced, the Lessor shall be entitled, to the extent permitted by law, to inspect, recover and repossess the Hired Object.

13.2 For that purpose, the Lessee shall provide the Lessor and its designated representatives with access to the location of the Hired Object during normal business hours or otherwise at a reasonable time.

13.3 The Lessee shall fully cooperate with recovery and repossession, including by providing location details, keys, documents, registration information and operational assistance reasonably required for recovery.

13.4 All reasonable recovery, towing, storage, transport, legal and repossession costs shall be for the account of the Lessee where repossession results from the Lessee's breach or risk sphere.

13.5 Exercise of repossession rights does not waive any other right or remedy of the Lessor.

14 Liability

14.1 To the maximum extent permitted by applicable law, the Lessor shall not be liable for:

- (a) loss of or damage to cargo;
- (b) death of, injury to, loss of or deterioration of live animals;
- (c) loss of profit, revenue, contracts, production, goodwill, use or opportunity;
- (d) business interruption;
- (e) indirect, incidental, special, punitive or consequential damage; or
- (f) losses arising from delay, breakdown, malfunction, downtime, unavailability or unsuitability of the Hired Object.

14.2 The Lessor does not guarantee the condition, survival, performance or welfare outcome of live animals or any other transported cargo.

14.3 The proper functioning and effectiveness of the Hired Object depend on multiple factors beyond the Lessor's control, including loading procedures, stocking density, ambient weather conditions, route planning, duration, vehicle operation, monitoring and maintenance practices. The Lessee remains solely responsible for operational supervision and transport decisions.

14.4 If, notwithstanding the above, the Lessor is held liable for direct damage, the Lessor's total aggregate liability under the relevant Agreement shall be limited to the lower of:

- (a) six (6) months of Rental Charges actually paid under the relevant Agreement prior to the event giving rise to the claim; or
 (b) EUR 100,000,
 unless another cap is stated in the Agreement.
- 14.5 The remedies expressly provided under the Agreement and these Terms and Conditions shall, to the extent permitted by law, be the Lessee's sole and exclusive remedies.
- 14.6 Any claim by the Lessee must be notified in writing with reasonable detail within fourteen (14) days after the Lessee became aware, or reasonably should have become aware, of the event giving rise to the claim, and must in any event be brought within one (1) year thereafter.
- 14.7 The limitations and exclusions in these Terms and Conditions also apply for the benefit of the Lessor's affiliates and its and their directors, officers, employees, agents, subcontractors, advisers and service providers, who may invoke these provisions as third-party beneficiaries where permitted by law.
- 14.8 Nothing in these Terms and Conditions excludes or limits liability to the extent such exclusion or limitation is not permitted by mandatory law.
- 14.9 Notwithstanding any other provision of these Terms and Conditions, nothing in Article 11, this Article 14 or Article 15 shall exclude or limit the liability of the Lessor for damage caused by the intent (opzet) or conscious recklessness (bewuste roekeloosheid) of the Lessor or of its managing directors (leidinggevende functionarissen).

15 Indemnity

- 15.1 The Lessee shall indemnify, defend and hold harmless the Lessor, its affiliates and its and their directors, officers, employees, agents, advisers and subcontractors against all third-party claims, losses, liabilities, penalties, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with:
- (a) the Lessee's possession, use, operation, maintenance, transport or control of the Hired Object;
 - (b) breach of the Agreement or these Terms and Conditions by the Lessee;
 - (c) unlawful use, misuse, overloading, contamination, unsafe use or negligent use by the Lessee or persons acting on its behalf;
 - (d) failure by the Lessee to comply with applicable law, permit, registration, insurance or operational requirements;
 - (e) bodily injury, death, property damage or cargo loss arising during the rental term; or
 - (f) information, instructions, components, materials, modifications or actions supplied or designated by the Lessee,

except to the extent finally determined to have been caused by the Lessor's wilful misconduct or deliberate recklessness.

- 15.2 The Lessee shall not settle any claim affecting the Lessor without the Lessor's prior written consent.

16 Term, Termination, and Suspension

- 16.1 The duration of the Agreement shall be as stated in the Agreement.
- 16.2 Unless expressly stated otherwise in the Agreement, the Agreement shall not renew automatically.
- 16.3 The Lessor may suspend performance or terminate the Agreement with immediate effect, in whole or in part, if:
- (a) the Lessee fails to pay any amount when due;
 - (b) the Lessee fails to maintain required insurance;
 - (c) the Lessee uses the Hired Object unlawfully or outside the Permitted Territory;
 - (d) the Lessee sub-rents, transfers, modifies or encumbers the Hired Object without approval;
 - (e) the Lessee fails to comply with maintenance, inspection or reporting obligations;
 - (f) the Lessee becomes insolvent, suspends payment, is declared bankrupt, enters liquidation or is subject to comparable proceedings;
 - (g) attachment or seizure is imposed on the Hired Object or on a substantial part of the Lessee's assets;
 - (h) the Lessor reasonably believes continued performance would violate law, sanctions, export controls, insurance requirements or safety obligations;
- or
- (i) the Lessee otherwise commits a material breach of the Agreement.
- 16.4 Where the breach is capable of remedy, the Lessor shall in principle grant a reasonable cure period, unless immediate action is justified by urgency, safety risk, legal risk, sanctions risk, insurance risk, ownership protection concerns or risk of dissipation of the Hired Object.
- 16.5 Upon suspension or termination:
- (a) all outstanding amounts become immediately due and payable;
 - (b) the Lessee shall immediately return the Hired Object;
 - (c) the Lessor may recover and repossess the Hired Object;
 - (d) Rental Charges and other amounts continue to accrue until Off-Hire;
 - (e) the Lessor may invoice all costs reasonably incurred in connection with recovery, storage, transport, repair, inspection, cleaning, legal action and enforcement; and
 - (f) suspension or termination shall not affect accrued rights or obligations.
- 16.6 The Lessee is not entitled to terminate, cancel or rescind the Agreement for convenience unless expressly agreed otherwise in writing.

17 Force Majeure

- 17.1 A Party is not liable for failure or delay in performing its obligations to the extent caused by force majeure, meaning an event beyond that Party's reasonable control, including supplier failure, transport disruption, shortages, strikes, fire, war, epidemic, pandemic, embargo, government action, sanctions-related impediments, energy interruption or extreme weather.
- 17.2 The affected Party shall notify the other Party as soon as reasonably possible of the force majeure event and its expected impact.
- 17.3 Force majeure does not relieve the Lessee from payment obligations in respect of rental already commenced, services already rendered, work performed or costs already incurred.
- 17.4 If a force majeure event continues for more than thirty (30) days and materially frustrates the Agreement, either Party may terminate the affected part of the Agreement by written notice, without prejudice to accrued rights and the Lessor's right to payment for amounts already due or reasonably incurred.

18 Confidentiality

- 18.1 Each Party shall keep confidential all non-public commercial, technical, operational and contractual information received from the other Party and shall use such information only for the purpose of performing or administering the Agreement.
- 18.2 This obligation does not apply to information which:
- (a) is public other than through breach;
 - (b) was lawfully known already;
 - (c) is lawfully received from a third party without confidentiality restriction;
 - (d) is independently developed without use of the other Party's confidential information; or
 - (e) must be disclosed by law or competent authority.
- 18.3 Upon reasonable request, confidential documents and materials shall be returned or destroyed, subject to legal retention requirements and routine backup systems.
- 18.4 This Article survives termination of the Agreement for five (5) years, and longer for trade secrets or information that by its nature remains confidential.

19 Compliance with Laws, Export Control, and Anti-Corruption

- 19.1 The Lessee shall comply with all applicable laws and regulations relating to the rental, registration, import, export, re-export, transfer, operation, maintenance and use of the Hired Object, including export control laws, trade sanctions, anti-bribery laws, anti-corruption laws, transport regulations and animal welfare requirements where applicable.
- 19.2 The Lessee is solely responsible for lawful end-use, end-user, destination and onward transfer of the Hired

Object and any related parts, software, data or services made available under the Agreement.

- 19.3 The Lessee represents and warrants that neither the Lessee nor, to its knowledge, its ultimate beneficial owners are subject to sanctions or restrictive measures that would make performance of the Agreement unlawful for the Lessor.
- 19.4 The Lessee shall not directly or indirectly use, transfer, export, re-export or otherwise make available the Hired Object or related services in violation of applicable export control or sanctions laws.
- 19.5 The Lessor may request reasonable information and documentation in order to verify compliance with this Article. If the Lessee fails to provide such information within a reasonable period, or if the Lessor reasonably believes continued performance would violate applicable law, the Lessor may suspend or terminate performance without liability.
- 19.6 The Lessee represents and undertakes that neither it nor any person acting on its behalf will, in connection with the Agreement, directly or indirectly offer, promise, give, request or accept any undue financial or other advantage in violation of applicable anti-bribery or anti-corruption laws.

20 Assignment

- 20.1 The Lessee may not assign, transfer, delegate, charge or otherwise dispose of the Agreement or any rights or obligations arising under it without the Lessor's prior written consent.
- 20.2 The Lessor may assign, transfer or novate the Agreement, in whole or in part, to an affiliate, financing party, asset-holding party or successor upon written notice to the Lessee, provided that this does not materially reduce the Lessee's essential contractual protections.

21 Severability and Waiver

- 21.1 If any provision of these Terms and Conditions or the Agreement is held invalid, illegal or unenforceable, the remaining provisions remain in full force and effect. The invalid provision shall be deemed replaced by a valid provision that most closely reflects its purpose and economic effect.
- 21.2 A failure or delay by the Lessor to exercise any right shall not constitute a waiver of that right.
- 21.3 Any waiver is effective only if made in writing and applies only to the specific matter for which it is given.

22 Entire Agreement

- 22.1 The Agreement, together with these Terms and Conditions and the expressly incorporated schedules and inspection documents, constitutes the entire agreement between the Parties concerning the rental of the Hired Object and supersedes prior discussions,

understandings, statements and correspondence on that subject.

22.2 The Lessee acknowledges that it has not relied on any statement, representation or undertaking not expressly included in the Agreement or these Terms and Conditions.

22.3 Any amendment, variation or supplement to the Agreement shall be valid only if agreed in writing by or on behalf of both Parties.

23 Governing Law and Jurisdiction

23.1 The Agreement and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands.

23.2 The applicability of the CISG is excluded.

23.3 Any dispute arising out of or in connection with the Agreement or these Terms and Conditions shall be submitted exclusively to the competent court in Gelderland, location Arnhem, the Netherlands, unless the Parties expressly agree otherwise in writing.

23.4 Notwithstanding Article 23.3, the Lessor may seek interim relief, conservatory measures or enforcement measures in any competent forum.

24 Data Protection and Fleet Monitoring

24.1 The Hired Object may be equipped with telematics and monitoring functionality ('Avicore Connect') enabling the Lessor to monitor the location, technical status, operating conditions and performance of the Hired Object. The Lessee shall not disable, obstruct, remove or interfere with such functionality and shall provide adequate power and connectivity where reasonably required for its operation.

24.2 The Lessor may process data generated by Avicore Connect and related monitoring for the purposes of fleet management, preventive maintenance, technical support, protection of the Hired Object and the Lessor's ownership interest, verification of compliance with the Agreement, incident investigation, and the improvement of the Lessor's equipment and services.

24.3 To the extent such data constitutes personal data within the meaning of Regulation (EU) 2016/679 (the 'GDPR'), for example where individual drivers or operators are identifiable, each Party shall comply with applicable data protection law. In respect of monitoring data processed for the Lessor's own purposes described in Article 24.2, the Lessor acts as an independent controller.

24.4 The Lessee shall inform its drivers, operators and other relevant personnel of the existence and purpose of the monitoring and shall ensure that any legal basis required for the processing of their personal data for the purposes described in Article 24.2 is in place.

24.5 Where personal data is transferred outside the European Economic Area in connection with the Agreement, the transferring Party shall ensure that an

appropriate transfer mechanism under the GDPR is in place.

24.6 This Article survives termination of the Agreement to the extent required to comply with applicable data protection law and to enable the Lessor to establish, exercise or defend legal claims.

25 Survival

25.1 Clauses relating to payment, ownership, insurance, liability, indemnity, return obligations, repossession, confidentiality, governing law, jurisdiction and any other provision intended by its nature to survive shall survive expiry, Off-Hire or termination of the Agreement.