HCRA TERMS AND CONDITIONS

1 August 2026

General terms and conditions of delivery of the Metaalunie sector group Holland Container Repair Association (HCRA), filed with the registry of the District Court of Rotterdam.

Article 1: Applicability

1.1. The HCRA member who applies these terms and conditions is referred to as the contractor. The other party is referred to as the client.

1.2. These terms and conditions apply to all offers made by an HCRA member, to all agreements that it enters into and to all agreements arising therefrom, all of which insofar as the HCRA member is the contractor.

1.3. In these terms and conditions, the term 'client' is understood to mean: the owner and/or user of the container, as well as the persons or companies engaged by or on behalf of the client.

1.4. In these terms and conditions, the term 'agreed performance' is understood to include the handling, inspection, storage, cleaning, maintenance, repair, adjustment, modification, blasting and spray-painting of containers in the broadest possible sense.

1.5. In the event of a conflict between a provision of the concluded agreement and these terms and conditions, the provision of the agreement shall take precedence.

1.6. Only HCRA members may use these terms and conditions.

Article 2: Offers

2.1. All offers made by the contractor are without obligation and revocable, including offers that specify an acceptance period. The contractor is entitled to withdraw its offer up to two working days after the day on which it received acceptance.

2.2. The prices stated by the contractor in the offer are expressed in euros, exclusive of VAT and any other government-imposed levies or taxes. Prices are further exclusive of travel, accommodation, packaging, storage and transport costs, and costs for loading, stowing, unloading and compliance with customs formalities.

2.3. Unless otherwise agreed, the offer does not include:

a. earthworks, pile-driving, cutting, demolition, foundation, painting, wallpapering, repair work or any other (construction-related) work;
b. the creation of connections for gas, water, electricity, climate systems, sanitary facilities, the internet or other infrastructural facilities;
c. measures to prevent or limit damage, theft or loss of items present at or near the workplace;
d. removal of materials, soil, building materials or waste;
e. vertical and horizontal transport.

2.4. If the client does not accept the contractor's offer, the contractor is entitled to charge the client for all costs incurred in preparing the offer.

Article 3: Confidentiality

3.1. The client and the contractor shall treat all information provided by or on behalf of either party (including offers, designs, images, drawings and know-how), of whatever nature and in whatever form, as confidential. They shall not disclose, reproduce or use such information for any purpose other than the performance of the agreement.

3.2. Upon request and within a period set by the contractor, the client must either return or destroy the information referred to in paragraph 1 of this article that it received from or on behalf of the contractor. In the event of a breach of this provision, the client shall owe the contractor an immediately exigible penalty of €1,000 per day. This penalty may be claimed in addition to damages under the law.

Article 4: Advice and information provided

4.1. The client cannot derive any rights from advice or information provided by the contractor that does not relate to the assignment.

4.2. If the client provides information to the contractor, the contractor may assume the accuracy and completeness of this information when making an offer and performing the agreement.

4.3. The Client is responsible for the (functionality of) requested, specified or prescribed specifications and for the functional suitability of materials prescribed by or on behalf of the client.

4.4. The contractor is not obliged to warn of, or to investigate independently, any inaccuracies in the order, defects and unsuitability of goods originating from the client and errors or defects in plans, drawings, calculations, specifications or implementation instructions provided by the client.

4.5. The client indemnifies the contractor against any third-party claim in connection with (the use of) information provided by or on behalf of the client. This includes instructions, drawings, calculations, designs, materials, brands, samples and models. The client shall compensate all damage suffered by the contractor. This also includes the full costs of the defence.

Article 5: Delivery time

5.1. All delivery times, including delivery dates, weeks, months, periods or execution periods referred to in these terms and conditions, are indicative. If such periods are exceeded, the client must give the contractor notice of default.

5.2. The delivery time only applies if the client and the contractor have reached timely agreement on all commercial and technical details, all information (including final and approved drawings and similar documents) is in the contractor's possession, all items to be provided by the client have been received by the contractor, the agreed instalment payment has been received on time, and all other conditions for performing the assignment have been met. If the delivery time no longer applies, the contractor may stipulate a new delivery time taking into account the contractor's schedule.

5.3. The delivery time no longer applies if there are circumstances other than those known to the contractor when it specified the delivery time and those circumstances are at the expense and risk of the client, including changes to the order, contract variations or suspension by the contractor. If the delivery time no longer applies, the contractor may stipulate a new delivery time taking into account the contractor's schedule.

5.4. The client must reimburse the contractor for all costs, damage and loss incurred or suffered by the contractor as a result of a change in the delivery time as referred to in paragraphs 2 and 3, without the need for a notice of default.

5.5. Exceeding the delivery time does not entitle the client to compensation or to full or partial termination. The client indemnifies the contractor against third-party claims resulting from exceeding the delivery time.

Article 6: Delivery and transfer of risk

6.1. Delivery takes place 'Free Carrier' in accordance with Incoterms 2020, at the moment the contractor has loaded the container at its business location onto or into the means of transport made available by the client. From that moment, the client bears, among other things, the risk associated with the container during transport and unloading.

6.2. The client and the contractor may agree that the contractor will arrange the transport. In that case as well, the risk relating to transport and unloading of the container rests with the client. The client can take out insurance against these risks.

Article 7: Price changes

The contractor may pass any increase in cost-determining factors that occurs after conclusion of the agreement on to the client. The client must pay the price increase upon the contractor's request.

Article 8: Force majeure

8.1. If the contractor is unable to fulfil its obligations due to circumstances beyond its actual control, this cannot be attributed to the contractor and constitutes force majeure. In such a case, the contractor shall not be liable for any damage suffered by the client as a result. Subject to the provisions of the fourth paragraph of this article, the client is also not entitled to terminate the agreement, in whole or in part, in such circumstances.

8.2. Circumstances referred to in the first paragraph of this article include, in any event: (civil) war or threat thereof, terrorism, riots, outbreaks of infectious diseases and resulting government measures or advice, natural disasters, extreme weather conditions – in particular wind (gusts), including short-term gusts or squalls with a speed of at least fifty kilometres per hour (50 km/h) as established by the Royal Netherlands Meteorological Institute (KNMI), one of its branches, or a comparable reputable institute – import or trade restrictions, explosion, fire, water damage, sabotage, cybercrime, disruption of digital infrastructure, interruptions in energy supply, (partial) loss, theft or disappearance of tools, materials or information, malfunction or failure of equipment and machinery used in performing the agreed performance, road blockades, blockades of railways, waterways or airports, strikes or work stoppages, staff shortages, and the circumstance that third parties engaged by the contractor, such as suppliers, subcontractors and carriers, or other parties on which the contractor depends, fail to meet their obligations, or fail to do so in a timely manner.

8.3. The contractor will be entitled to suspend the fulfilment of its obligations towards the client if it is temporarily prevented from performing them due to force majeure. Once the force majeure situation has ended, the contractor shall fulfil its obligations as soon as its schedule permits.

8.4. If force majeure makes performance permanently impossible or if the temporary force majeure situation has lasted more than six months, the contractor is entitled to terminate the agreement in whole or in part with immediate effect. In such cases, the client is also entitled to terminate the agreement with immediate effect, but only for that part of the obligations that has not yet been performed by the contractor.

8.5. Neither party is entitled to compensation for damage suffered or to be suffered as a result of force majeure, suspension or termination within the meaning of this article.

Article 9: Additional work

Additional work is charged on the basis of the prices applicable at the contractor at the time the additional work is carried out. The client must pay the price of the additional work upon the contractor's request.

Article 10: Performance of the work

10.1. The client shall ensure that the contractor can carry out its work safely, without disturbance, without interruption and at the agreed time.

10.2. The client shall ensure, at its own expense and risk, that documents (for example those required for receipt and dispatch), instructions and similar materials are in the contractor's possession in a timely manner. Upon the contractor's request, the client is obliged to provide a copy of these documents. The contractor accepts no liability whatsoever for any inaccuracy, incorrectness or incompleteness of these documents and/or instructions.

10.3. The client must, at all times and prior to the start of the agreed performance, inform the contractor of all facts relevant to the safe handling of the offered container.

10.4. The Client warrants that the container referred to in paragraph 3 of this article is empty. This means that it does not contain any (waste) materials that pose a risk to the health and safety of persons who come into direct or indirect contact with the container, or to any cargo or other items that the contractor could not reasonably have expected to find inside it.

10.5. In case of doubt as to whether the container meets the conditions set out in paragraphs 3 and 4 of this article, the contractor is entitled to refuse to accept the container.

10.6. If the container has nevertheless been accepted by the contractor for the performance of the agreed work and it appears, contrary to paragraph 4 of this article, not to be empty, the contractor is entitled to clean the container or have it cleaned. The actual costs incurred, plus a 10% surcharge, shall be borne by the client.

10.7. If the agreed performance is carried out at a location other than the contractor's premises, the client shall ensure that:

a. at the start of the agreed work, all necessary safety measures have been taken and are maintained throughout the performance of the work;
b. the site where the agreed performance must be carried out is suitable for that purpose. The client shall inform the contractor in writing and in good time of all (safety) regulations applicable at the location;
c. the contractor is provided with the necessary auxiliary personnel, tools and facilities (such as gas, water, electricity, internet access, suitable access roads for any necessary transport, lifting and hoisting cranes, sanitary facilities and a lockable dry storage space) when carrying out its work;
d. all activities necessary for the performance of the work and not included in the agreement have been carried out on time.

10.8. The client bears the risk and is liable for damage to, and theft or loss of, all items located at or near the place where the work is carried out, or at any other agreed location, such as the delivered or to-be-delivered item, tools, materials intended for the work, or equipment used in performing the work. This does not apply if the client demonstrates that the damage, theft or loss was caused by the contractor itself.

10.9. Without prejudice to provisions of paragraph 8 of this article, the client take out adequate insurance against the risks referred to in that paragraph. In the event of damage, the client is obliged to report this immediately to its insurer for further handling and settlement.

Article 11: Storage

11.1. The contractor is entitled to store the client's container outdoors before, during and after the performance of the agreed performance.

11.2. Storage begins on the day the container(s) are delivered by or on behalf of the client and ends on the day they are collected by or on behalf of the client. Part of a day counts as a full day. The storage is subject to the (depot) rate applied by the contractor at the time of storage.

11.3. If additional handling activities are required with respect to the container(s) referred to in paragraph 1 of this article at the request of the competent authority or other (government) bodies in the context of criminal investigations, combating undermining or otherwise, the costs incurred by the contractor shall be borne by the client.

Article 12: Inspection, duty to notify defects

12.1. The client is entitled to conduct an inspection of the agreed performance, or to have such an inspection conducted. It must notify the contractor thereof in writing no later than 5 working days after receipt of the completion notice, or before the moment the container(s) are collected by or on behalf of the client.

12.2. The contractor shall present the subject of the agreed performance once for inspection by the client. The actual inspection must take place no later than 5 working days after the client has notified the contractor that it wishes to have the agreed performance inspected.

12.3. If the client does not approve the work/agreed performance, it must notify the contractor in writing, stating the reasons, within 14 days after the inspection has been conducted. The client must give the contractor the opportunity to complete the work.

12.4. If no inspection takes place, the client must submit any complaints (in writing) about defects in the performance of the agreed work no later than before the container(s) leave the contractor's premises.

12.5. If any damage is not immediately visible, the client must submit a written complaint to the contractor within 14 days after it has discovered, or reasonably should have discovered, the defect, stating the general nature of the damage.

12.6. In all cases, the client must give the contractor the opportunity to remedy any defect or to perform the agreed performance again.

12.7. If the contractor has not received the client's written complaint within the periods stated in paragraphs 2, 3, 4 or 5 of this article, the client shall forfeit all statutory rights and powers in this regard.

12.8. The contractor will only consider a complaint if the client has fulfilled all its obligations towards the contractor. Defects that will not be processed by the contractor include defects resulting from:
   a. normal wear and tear;
   b. improper use;
   c. lack of maintenance or incorrect maintenance;
   d. installation, assembly, modification or repair by the client or third parties;
   e. application of materials, material choices or repair methods prescribed or supplied by or on behalf of the client;
   f. emergency repairs carried out at the client's request.

12.9. Complaints regarding the invoice must be submitted to the contractor in writing within the payment term, failing which all rights lapse. If the payment term exceeds thirty days, the client must submit its complaint in writing no later than thirty days after the invoice date.

Article 13: Items not collected

13.1. After expiry of the delivery time and/or performance period, the client is obliged to physically collect the container or containers that are the subject of the agreed performance at the agreed location.

13.2. If storage for an indefinite period has been agreed, or takes place in the context of performing another agreed work, the contractor is entitled to demand, by registered letter, that the client remove or have a third party remove the container(s) in the contractor's possession within a period of 2 weeks from the date of the letter. This applies regardless of whether payment of the amount due has already taken place or must still take place before or upon delivery to the contractor or its representative.

13.3. The client is obliged to cooperate free of charge to enable the contractor to deliver.

13.4. If the client does not comply with paragraph 2 of this article, the uncollected containers will be stored at the client's expense and risk.

13.5. If the client breaches the provisions of paragraph 1, 2 or 3 of this article, it shall owe the contractor, after the contractor has given it notice of default, a penalty of €250 per day, up to a maximum of €25,000. This penalty may be claimed in addition to damages under the law.

Article 14: Liability

14.1. If the contractor is liable on any basis whatsoever, such liability shall at all times be limited as set out in the following paragraphs of this article.

14.2. If the contractor has any insurance taken out by it or on its behalf that provides cover, the contractor's obligation to compensate for damage/loss shall be limited to the amount paid out under such insurance in the relevant case.

14.3. If the contractor does not have insurance as referred to in the previous paragraph, or if no amount is paid out under such insurance for any reason, the obligation to compensate damage is limited to a maximum of 15% of the contract price (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the order price of the part or partial delivery in connection with which the contractor's liability has arisen. If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the contract price of the part or partial delivery in connection with which the contractor's liability has arisen.

14.4. The following do not qualify for compensation:

a. consequential damage. Consequential damage includes: downtime damage, production loss, lost profit, missed savings and subsidies, tax disadvantages, costs incurred in vain, internal costs of the client, reduced goodwill and reputational damage, fines, damage resulting from the client's liability towards third parties, damage relating to the destruction, loss or corruption of data or documents, transport costs, travel and accommodation costs, storage costs, costs for replacement equipment and labour, and costs relating to recall actions;
b. care, custody or control damage. Care, custody or control damage refers to damage caused by or during the performance of the work to items on which work is being carried out or to items situated in the vicinity of the site where the work is being carried out;

c. damage arising:
   - from the manner and place of storage, including but not limited to damage resulting from weather conditions, water levels, fire and explosion;
   - from wind (gusts), including short-term gusts or squalls with a speed of at least fifty kilometres per hour (50 km/h) as established by the Royal Netherlands Meteorological Institute (KNMI), one of its branches, or a comparable reputable institute;
   - from the nature and natural condition of the items placed in storage.
d. damage to, or caused by, or involving equipment made available to the contractor;
e. damage caused by intent or deliberate recklessness of the contractor's agents or non-managerial subordinates;
f. damage to materials supplied by or on behalf of the client, including damage resulting from improper processing, assembly, installation or fitting.

The client may take out insurance against these types of damage where possible.

14.5. The client indemnifies the contractor against all claims by third parties arising from a defect in a product supplied by the client to a third party of which the products or materials supplied by the contractor form part. The client must compensate all damage suffered by the contractor as a result, including full defence costs.

14.6. The client indemnifies the contractor against damage it has suffered, or any claims from persons who have come into direct or indirect contact with a container and have suffered damage or incurred costs because the container did not provide the safety that it could reasonably be expected to provide. This includes situations where visible or invisible cargo residues, including radiation or gases, remain in the container, insofar as the harmful nature of such residues was not known to the contractor or could not reasonably have been known.

14.7. Any claim for damages by the client lapses solely by the passage of twenty-four months after the claim arose, unless the client has brought the claim before the competent court prior to the expiry of that period.

Article 15: Payment

15.1. Payment shall be made at the contractor's place of business or into an account to be specified by the contractor.

15.2. Unless otherwise agreed, payment is due within 30 days of the invoice date.

15.3. If the client fails to fulfil its payment obligation, it will be obliged, instead of paying the agreed sum, to comply with a request from the contractor for payment in kind.

15.4. The client's right to set off its claims against the contractor or to suspend the fulfilment of its obligations is excluded, unless the contractor has been granted a suspension of payments, has been declared bankrupt, or statutory debt restructuring applies to the contractor.

15.5. Regardless of whether the contractor has fully performed the agreed work, all amounts the client owes or will owe under the agreement will become immediately exigible if:
a. a payment term has been exceeded;
b. the client fails to fulfil its obligations under Article 14;
c. the client has not provided security upon request in accordance with Article 16 of these terms and conditions;
d. a petition has been filed for the client's bankruptcy or suspension of payments;
e. attachment is levied on the client's assets or receivables;
f. the client (a legal entity) is dissolved or liquidated;

g. the client (a natural person) applies for statutory debt restructuring, is placed under guardianship, or has died.

15.6. In the event of late payment, the client shall owe interest on the amount due to the contractor, calculated from the day following the agreed final payment date up to and including the day on which the client has paid the sum in full. If the parties have not agreed on a final payment date, interest is payable from 30 days after the amount becomes due. The interest rate is 12% per year, but shall equal the statutory interest rate if this is higher. For interest calculation, part of a month counts as a full month. After each year, the amount on which interest is calculated is increased by the interest owed for that year.

15.7. The contractor is entitled to set off its debts to the client against claims of companies affiliated with the contractor against the client. The contractor is also entitled to set off its claims against the client against debts owed by companies affiliated with the contractor to the client. Furthermore, the contractor is entitled to set off its debts to the client against claims on companies affiliated with the client. Affiliated companies are all companies belonging to the same group within the meaning of Article 2:24b of the Civil Code and participations within the meaning of Article 2:24c of the Civil Code.

15.8. In the event of late payment, the client shall owe the contractor all extrajudicial collection costs, with a minimum of €75.

These costs are calculated over the principal sum based on the following table:

- on the first €3,000 15%
- on the excess up to €6,000 10%
- on the excess up to €15,000 8%
- on the excess up to €60,000 5%
- on any amount above €60,000 3%

The extrajudicial costs actually incurred will be due if they are higher than the calculation given above.

15.9. If the contractor is wholly or largely successful in legal proceedings, all costs incurred by the contractor in connection with those proceedings shall be borne by the client.

Article 16: Security

16.1. Upon the contractor's request, the client is obliged to provide sufficient security, at the contractor's discretion, for all payments the client owes the contractor under the agreement. If the client does not comply within the set period, it will immediately be in default. In such cases, the contractor is entitled to terminate the agreement and recover its damage from the client.

16.2. The contractor retains ownership of the delivered container as long as the client has not fulfilled its obligations under any agreement with the contractor, including claims for damage, penalties, interest, costs and suchlike.

16.3. If, after the items have been delivered to it under the agreement, the client has fulfilled its obligations, the retention of title with respect to those items revives if the client fails to comply with its obligations under a subsequent agreement.

16.4. As long as any delivered items are subject to retention of title, the client may not encumber or dispose of them outside its normal business operations. This provision has proprietary effect.

16.5. After invoking retention of title, the contractor may retrieve the delivered items. The client shall provide all cooperation required for this purpose.

16.6. If the client breaches paragraph 5 of this article, it shall owe the contractor, after the contractor has given it notice of default, a penalty of €250 per day for each breach, up to a maximum of €25,000. This penalty may be claimed in addition to damages under the law.

16.7. The contractor has a right of pledge and a right of retention in respect of all items it has or will receive from the client on any basis, and in respect of all claims it has or may have against the client. Based on the foregoing, the contractor is entitled to refuse the delivery of items, documents and funds it has or will receive in connection with the agreement, against anyone.

16.8. Anyone who makes the items, documents or funds referred to above available to the contractor is deemed authorised to do so. The client accepts full liability for the consequences – of any kind – of any lack of authority.

16.9. The contractor may consider anyone who entrusts items to it on behalf of the client for the performance of the agreed work as authorised by the client to establish a right of pledge on those items.

16.10. Sale of any pledged item shall take place at the client's expense in the manner prescribed by law or, if agreed, privately.

Article 17: Intellectual property rights

17.1. The contractor is regarded as the maker, designer, creator or inventor of the works, models, signs or inventions produced under the agreement. The contractor has the exclusive right to apply for a patent, trademark or design.

17.2. The contractor shall not transfer any intellectual property rights to the client when performing the agreement.

17.3. If the performance to be delivered by the contractor consists (in part) of supplying computer software, the source code shall not be transferred to the client. The client is granted a non-exclusive, worldwide and perpetual user licence for the software, solely for the purpose of normal use and proper functioning of the container.

17.4. The client is not permitted to transfer the licence or to grant a sub-licence. This provision has proprietary effect. Only in the event of resale of the container in connection with which the contractor supplied the software does the licence transfer to the acquirer of the container under the same conditions and limitations set out in this article, provided that the purchaser has accepted these conditions in writing.

17.5. The contractor is not liable for any damage suffered by the client as a result of an infringement of third-party intellectual property rights.

17.6. The client indemnifies the contractor against any third-party claims relating to an infringement of intellectual property rights.

Article 18: Transfer of rights or obligations

The client may not transfer or pledge any rights or obligations under any article of these general terms and conditions or the underlying agreement(s) without the contractor's prior written consent. This provision has proprietary effect.

Article 19: Termination or cancellation of the agreement

19.1. The client is not entitled to terminate or cancel the agreement, in whole or in part.

19.2. The contractor may agree to a request to terminate the agreement. In such cases, the client shall owe compensation of at least 20% of the agreed or estimated price. The contractor is entitled to demand a higher amount of compensation or to set additional conditions for its consent.

Article 20: Applicable law and competent court

20.1. Dutch law applies. The Vienna Sales Convention (C.I.S.G.) or any other international regulation that may be excluded shall not apply.

20.2. The Dutch civil court with jurisdiction in the contractor's place of business shall have exclusive jurisdiction over disputes arising from or related to the agreement.

20.3. The parties may agree on another form of dispute resolution, such as arbitration or mediation.

These terms and conditions constitute an integral translation of the Dutch version of the HCRA terms and conditions as filed with the Registry of the Court of Rotterdam on 1 August 2026. The Dutch version will prevail in the explanation and interpretation of this text.