RIVERLAKE

General Terms and Conditions 2025

Provision of Terminal Development Services



Riverlake Solutions B.V. Terms and Conditions

1. These general terms and conditions (hereinafter referred to as the Riverlake Solutions B.V. Terms and Conditions 2025) apply to every contract for services (hereinafter referred to as the contract) where Riverlake Solutions B.V. is the contractor, unless there is express agreement in writing to the contrary prior to the contract being entered into. All contracts are based on data and information supplied by the client. The client will always provide Riverlake Solutions B.V. in good time with all assistance, data and information which Riverlake Solutions B.V. needs in order to be able to carry out, as well as possible, the work entrusted to it.
2. If other general terms and conditions such as the RVOI 2001, the SR 1997 or the DNR 2011 are also applicable to the contract, these other general terms and conditions will apply in so far as they do not conflict with the Riverlake Solutions B.V. Terms and Conditions. The Riverlake Solutions B.V. Terms and Conditions 2025 will always prevail over other applicable general terms and conditions.
3. If a contract is for the construction of a property/object, the client is obliged to take out contractors' all risk insurance (or other equivalent insurance) and Riverlake Solutions B.V. points out to the client the importance of ensuring that the insurance concerned is adequate in terms of the nature and size of the property/object and that it can be regarded as a normal insurance. The client is obliged to have Riverlake Solutions B.V. included in the policy under primary cover and to allow Riverlake Solutions B.V. to inspect the policy conditions beforehand.
4. Where the contract entails Riverlake Solutions B.V. working, either as coordinator or otherwise, with third parties brought in by the client, the responsibility of Riverlake Solutions B.V. will be limited to its own share of the contract, unless expressly agreed otherwise in writing.
5. If the contract involves Riverlake Solutions B.V. cooperating, at the request of the client, with other parties brought in by the client or calling in one or more parties at the request of the client, Riverlake Solutions B.V. will not be liable for any failures of these third parties, unless Riverlake Solutions B.V. has expressly accepted liability in this regard.
6. The client will arrange and is responsible for the licenses, exemptions and permissions that are needed for performance of the contract. The costs incurred will be borne by the client. Loss or damage resulting from not having the necessary licenses, exemptions and permissions or not having them in time or to a sufficient extent will be borne by the client, who will indemnify Riverlake Solutions B.V. in this regard.
7. If the contract involves Riverlake Solutions B.V. carrying out activities in the field, the following applies:

   a. the client will ensure and guarantee that Riverlake Solutions B.V. has timely permission to enter the plot of land and/or the structure concerned;

   b. direct, indirect and/or consequential loss or damage sustained by Riverlake Solutions B.V. as a result of the fact that permission is not obtained or not obtained in time or that proper permission is not obtained will be borne by the client; this also applies if permission is obtained, but Riverlake Solutions B.V. cannot enter the plot of land and/or structure or cannot enter it in time as a result of circumstances beyond its control (for example bad weather);

   c. Riverlake Solutions B.V. will not be liable in connection with the performance of the contract for loss of or damage to items belonging to the client or third parties. The client will indemnify Riverlake Solutions B.V. against any claim by third parties in this regard.

8. If the contract involves Riverlake Solutions B.V. conducting an environmental soil survey, Riverlake Solutions B.V. will not be liable to the client for not discovering soil pollutants that are demonstrated by subsequent investigation to be present. The client will indemnify Riverlake Solutions B.V. in this regard.

9. If the contract involves Riverlake Solutions B.V. supervising a contract on a non-daily basis, Riverlake Solutions B.V. will be responsible only for the periods during which it actually exercises supervision in accordance with the contract.

10. The liability of Riverlake Solutions B.V., whether in contract, tort or otherwise, will always be limited to the amount of the fee to which Riverlake Solutions B.V. is entitled for its work, with as maximum the fees for 14 days. Riverlake Solutions B.V. will never be liable for indirect and/or consequential loss or damage. Riverlake Solutions B.V. will be indemnified by the client against all claims of third parties on any account. .

11. The client and Riverlake Solutions B.V. will treat as confidential all information they exchange between them and will use it only in the course of performing the contract. All contracts are based on data and information supplied by the client.

12. The sending of documents or other data carriers (including drawings) by Riverlake Solutions B.V. will be at the risk of the client. Those to be sent by mail will be sent by ordinary post, unless agreed otherwise in writing.

13. Documents or other data carriers (including drawings) sent by Riverlake Solutions B.V. to the client are deemed to have been approved by the client unless the client gives written and unambiguous notice to the contrary within one week after the date of dispatch.

14. If Riverlake Solutions B.V.'s fee is calculated by multiplying the time spent working on the contract by a rate per unit of time, the rate will be adjusted proportionally in the event of an interim general adjustment of the hourly rates (as applied by Riverlake Solutions B.V.). The rates per unit of time will be yearly adjusted and effective from January 1st of the coming year.

15. Neither party is obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is beyond its control or for which it cannot be held accountable by virtue of the law, juristic act or generally accepted practice. If the client terminates the contract early, the client will be obliged to pay to Riverlake Solutions B.V. all amounts to which it is entitled for work performed and costs incurred up to the moment of termination, plus 25% of the part of the contract price not yet received.

16. Invoices must be paid within 30 days after the invoice date, failure of which will make the client liable for the statutory interest plus 3%, as well as for extrajudicial costs of collection calculated at 15% of the principal amount plus the legal costs actually incurred.

17. The client undertakes, during the performance of the contract and within a year of its termination, not to take into its employ or otherwise use the services of persons charged with the performance of the contract, unless it has first obtained the written consent of Riverlake Solutions B.V.

18. The contract between the client and Riverlake Solutions B.V. is governed by the law of The Netherlands. Any dispute arising out of or in connection with this agreement shall be referred to arbitration in Rotterdam, the Netherlands, in accordance with the Unum arbitration rules. (available at the UNUM Transport Arbitration & Mediation, Anna van Buerenplein 41, 2595 DA The Hague / www.unum.world).

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