

## Hacon Terms and Conditions

Hacon is the private limited company Hacon Container B.V.

The Hacon General Terms and Conditions (hereafter: the "Conditions") are used by Hacon. The Conditions are registered with the trade register at the Chamber of Commerce in Rotterdam with number 2239732. The Conditions are written in both Dutch and English. In the event of doubt, the Dutch version takes precedence.

### A. General provisions

#### 1. Definitions

1.1 In these Conditions, the following definitions are used.

- a. Client: the natural or legal person who orders Hacon to perform services and / or activities and / or any other Agreement.
- b. Parties: Hacon and the Client.
- c. Agreement the Agreement between Parties to which these Conditions apply.
- d. Products all goods, including containers, that are supplied, rented (the "rented item"), repaired, modified and/or stored by Hacon.
- e. Interchange the form that is created concerning the state of the object after the rental period.
- f. Repair: repair, maintenance, cleaning and/or inspection of a Product.

#### 2. Choice of law and forum

- 2.1 All Agreements and other commitments between Parties are exclusively governed by Dutch law.
- 2.2 The Vienna Sales Convention (C.I.S.G.) does not apply, nor do any other international regulations the exclusion of which is permitted.
- 2.3 All disputes between Parties will be exclusively referred to the District Court of Rotterdam, Rotterdam location.

#### 3. Applicability of the Conditions

- 3.1 The Conditions apply to all offers and Agreements made by Hacon and the Client, as well as to the commitments arising from this.
- 3.2 Any deviations from the Conditions must be agreed to in writing. When a deviation to a provision is agreed to, the remaining provisions of the Conditions will continue to apply.
- 3.3 Any conditions which the Client wishes to declare applicable, including purchase conditions, are expressly rejected by Hacon and do not apply to the Agreement.
- 3.4 The fact that Hacon does not invoke a certain right from the Conditions for a longer period of time, does not imply that Hacon has waived this right.
- 3.5 If any provision from the Conditions no longer applies, for any reason whatsoever, the remaining provisions of the Conditions will continue to apply.
- 3.6 If during the performance of the Agreement Hacon purchases goods or services from third parties, these third parties may also invoke the Conditions with respect to the Client.

#### 4. The conclusion of Agreements

- 4.1 Offers on the part of Hacon are always without obligation.
- 4.2 An Agreement will only be concluded once Hacon has confirmed an assignment or order of the Client in writing or after Hacon has started carrying out the assignment.
- 4.3 The aforesaid confirmation is considered to represent the Agreement correctly and in full, unless the Client objects to this within 5 working days.
- 4.4 If the Client provides Hacon with data, drawings and the like, Hacon may rely on their accuracy and completeness and will base its offer on the same.
- 4.5 If the client makes use of the design facilities of Hacon, the client remains responsible for the accuracy of the design.

5. Intellectual property rights

- 5.1 Unless otherwise agreed in writing, Hacon retains the copyright and all industrial property rights in the offers made by it and in the designs, pictures, drawings, models (including trial models), software and the like provided by it.
- 5.2 The rights in the data referred to in paragraph 1 of this article will remain the property of Hacon irrespective of whether the costs of their production have been charged to the Client. These data may not be copied, used or shown to third parties without Hacon's express consent. Upon breach of this provision, the Client will owe Hacon a penalty of € 25,000. This penalty may be claimed in addition to damages pursuant to the law.
- 5.3 On Hacon's first demand, the Client must return the data provided to it as referred to in paragraph 1 of this Article within the time limit set by Hacon. Upon breach of this provision, the Client will owe Hacon an immediately payable penalty of € 1,000 per day. This penalty may be claimed in addition to damages pursuant to the law.

6. Advice, designs and materials

- 6.1 The Client cannot derive any rights from advice or information it obtains from Hacon if this does not relate to the assignment.
- 6.2 The Client is responsible for the drawings and calculations made by or on behalf of it and for the functional suitability of the materials prescribed by or on behalf of it.
- 6.3 The Client indemnifies Hacon from and against all liability to third parties relating to use of the advice, drawings, calculations,

7. Pricing

- 7.1 The prices quoted by Hacon are excl. VAT and are for delivery 'Ex Works' (Incoterms 2020). In any case, they exclude the costs of any inspection, all freight, terminal, storage, security and clearance charges, taxes, import and export duties or other levies, also if they are introduced or increased after the Agreement has been concluded. The aforesaid costs, as well as transport costs, will be at the expense of the Client.
- 7.2 Hacon will at all times be entitled to pass on any cost prices, which increased outside Hacon's control, to the Client. Hacon will notify the Client of these price increases as soon as possible, together with a specification. The Client will be entitled to terminate the Agreement if the price increase is higher than 10%.
- 7.3 With rental agreements, Hacon will be entitled to raise the rent annually at market rates.

8. Delivery times

- 8.1 The delivery period and/or performance period will be set by Hacon on an approximate basis.
- 8.2 In setting the delivery period and/or performance period, Hacon will assume that it will be able to perform the assignment under the conditions known to it at that time.
- 8.3 The delivery period and/or performance period will commence once agreement has been reached on all technical details, all necessary data, final and approved drawings and the like are in Hacon's possession, the agreed payment or instalment has been received and the necessary conditions for performance of the assignment have been satisfied.
- 8.4
  - a. In the event of circumstances that differ from those that were known to Hacon when it set the delivery period and/or performance period, it may extend the delivery period and/or performance period by such period as it needs to perform the assignment under such circumstances. If the work cannot be incorporated into Hacon's schedule, it will be performed as soon as Hacon's schedule so permits.
  - b. In the event of any contract addition, the delivery period and/or performance period will be extended by such period as Hacon needs to (cause to) supply the materials and parts for such work and to perform the contract addition. If the contract addition cannot be incorporated into Hacon's schedule, the work will be completed as soon as Hacon's schedule so permits.
  - c. If Hacon suspends its obligations, the delivery period and/or performance period will be extended by the duration of the suspension. If the continuation of the work cannot be incorporated into Hacon's schedule, the work will be performed as soon as Hacon's schedule so permits.

- d. In the event of inclement weather, the delivery period and/or performance period will be extended by the resulting delay.
- 8.5 The Client is required to pay all costs incurred by Hacon as a result of delay affecting the delivery period and/or performance period as referred to in Article 8.4.
- 8.6 If the delivery period and/or performance period is/are exceeded, this will in no event entitle to damages or termination.
- 9. Delivery and transfer of risk
  - 9.1 All Products are delivered 'Ex Works' (Incoterms 2020) from a location indicated by Hacon.
  - 9.2 If the Parties have agreed that Hacon will take care of the transport of the Products, this will be at the expense and risk of the Client.
  - 9.3 If the Client wants the Products to be insured, he must take care of this himself.
  - 9.4 If the Client has not taken delivery of the goods after the delivery date, they will be stored at the expense and risk of the Client.
  - 9.5 In the event of a purchase in which a good is exchanged (inruil) and the Client retains the good to be exchanged pending delivery of the new good, the risk attached to the good to be exchanged remains with the Client until it has placed this good in the possession of Hacon. If the Client cannot deliver the good to be exchanged in the condition that it was in when the Agreement was concluded, Hacon may terminate the Agreement.
  - 9.6 Inspections of the Product will always be the responsibility of the Client, unless agreed otherwise in writing.
  - 9.7 Hacon is entitled to make part deliveries if the Product can be delivered in parts.
- 10. Payment
  - 10.1 The Client must pay invoices within 30 days after the invoice date, or within the payment term agreed upon. Failing that the Client will automatically be in default.
  - 10.2 Client will pay invoices in the manner indicated on the invoice. Payment by settlement or discount is not allowed.
  - 10.3 Client pays invoices itself. Payment by a third party is not liberating towards the Client, unless Parties have agreed otherwise in writing.
  - 10.4 As from the time of default, the Client must pay the statutory commercial interest (Art. 6:119a Dutch Civil Code) on the full outstanding amount.
  - 10.5 As from the time of default, Hacon is entitled to charge all judicial and extrajudicial collection costs if the claim is handed over by Hacon for collection.
  - 10.6 In the event of the Client's death, or if he is granted a debt rescheduling arrangement, if his business is wound up, declared insolvent or bankrupt, if he has applied for a moratorium, if his business is transferred or has merged, all his obligations towards Hacon will be immediately due and payable, irrespective of any arrangements regarding payment in the Agreement that provide otherwise.
- 11. Liability and indemnity
  - 11.1 In the event of an attributable failure, Hacon is obliged to perform its contractual obligations as yet.
  - 11.2 Hacon's obligation to pay damages, irrespective of the legal basis, is limited to damage for which Hacon is insured under an insurance policy taken out by it or on its behalf, but will never exceed the amount paid out under this insurance in the relevant case.
  - 11.3 If there is no insurance cover and Hacon is nevertheless liable, for example in the event of gross negligence or intent by Hacon or one of its employees, its liability will be limited to repair of the damage free of charge. If the estimated costs of repair are higher than the economic value of the container concerned, the Hacon's liability is limited to this value.
  - 11.4 The following does not qualify for compensation:
    - a. consequential loss, including business interruption loss, production loss, loss of profit, transport costs and travel and accommodation expenses. The Client may insure itself against this damage if possible;
    - b. damage to/loss of goods in or under its care, custody, control or storage. Such damage or loss includes damage caused as a result of or during the performance of the work to goods on which work is being performed or to goods situated in the

- vicinity of the work site and/or loss of goods caused as a result of theft during storage, modification or repair. The Client may insure itself against such damage if it so desires;
- c. damage arising:
    - from the manner and place of storage, including but not limited to damage due to weather conditions, water level, fire and explosion;
    - from wind speeds of at least fourteen metres per second, as measured by the Royal Netherlands Meteorological Institute (KNMI), one of its branches, or a similar institution of good repute;
    - as a result of the nature and natural condition of the goods given for storage.
  - d. damage caused by the intent or wilful recklessness of agents or non-management employees of Hacon.
- 11.5 Hacon is not liable for damage to material provided by or on behalf of the Client where that damage is the result of improper processing.
- 11.6 The Client indemnifies Hacon from and against all claims by third parties on account of product liability as a result of a defect in a product supplied by the Client to a third party and that consisted, entirely or partially, of products and/or materials supplied by Hacon. The Client is obliged to compensate all damage suffered by Hacon in this respect, including the full costs of defence.
- 11.7 The Client indemnifies Hacon from and against damage suffered by the Client, or possible claims from persons that have been directly or indirectly exposed to a container and that have suffered damage or incurred expenses as a result of the container proving to be less safe than could reasonably have been expected. For example, because visible or invisible loading residues including possible radiation and gases have remained in the container, all this in so far as their harmfulness was not apparent or should not reasonably have been apparent to Hacon.
12. Sanctioned countries EU – OFAC
- 12.1 The Client is prohibited from selling the Products to a country that is subject to the EU and/or OFAC sanction regimes.
- 12.2 Hacon is not responsible if the Client resells delivered Products to a sanctioned country.
- 12.3 Hacon has the right to withdraw an offer if it suspects that the regulations regarding sanctioned countries are not being complied with.
- 12.4 The Client indemnifies Hacon against all damages and costs as a result of violation of paragraph 1 of this Article.
13. Exchange of information
- 13.1 Hacon has taken out customary companies' liability insurances for its company, the policies of which may be inspected on first request by the Client.
- 13.2 If Hacon has legitimate doubts about the creditworthiness of the Client, he will be entitled to information from the Client to assess that creditworthiness.
- 13.3 If the Client performs or arranges for the transport of the Product, Hacon will be entitled to information regarding the transport, including copies of the transport documents.
14. Securities
- 14.1 Irrespective of the agreed payment conditions, upon the first demand of Hacon the Client is obliged to provide such security for payment as Hacon deems sufficient. If the Client does not comply with such demand within the period set, it will immediately be in default. In that event, Hacon is entitled to terminate the Agreement and to recover its damage from the Client.
- 14.2 Hacon will retain ownership of any goods delivered as long as the Client:
- a. fails or will fail in the performance of its obligations under this Agreement or other agreements;
  - b. has not paid debts that have arisen due to non-performance of the aforementioned agreements, such as damage, penalties, interest and costs.
- 14.3 As long the goods delivered and/or Product(s) are subject to retention of title, the Client may not encumber it with a security right (such as a right of pledge) and/or permit its use by third parties and/or alienate it.

- 14.4 Once Hacon has invoked its retention of title, it may take possession of the goods delivered. The Client will lend its full cooperation to this end.
- 14.5 If, after the goods have been delivered to the Client by Hacon in accordance with the Agreement, the Client has met its obligations, the retention of title will be revived with regard to such goods if the Client does not meet its obligations under any Agreement subsequently concluded.
- 14.6 Hacon has a right of pledge and a right of retention in respect of all the containers of the Client that are or will be held by it, for all claims Hacon has or might acquire against the Client or owner in respect of anyone seeking the surrender of goods, documents and monies that are or will be held by Hacon for any reason and purpose whatsoever. Based on the above, Hacon is entitled to deny the surrender of goods, documents and monies that are or will be held by Hacon in connection with the Agreement, in respect of anyone.
- 14.7 Hacon may consider anyone that, on behalf of the Client, entrusts Hacon with goods to perform the work assigned, as authorised by the Client to establish a right of pledge on these goods.
- 14.8 The person providing Hacon with the goods, documents and monies referred to is deemed to be authorised to do so. The Client accepts full liability for any consequences whatsoever of his possible lack of authority.
- 14.9 Sale of any collateral will occur at the Client's expense as prescribed by law or privately if there is consensus.
- 14.10 If Hacon invokes its retention of title, the Contract Sum will still be fully due and payable by the Client as a means of compensation for Hacon, without prejudice to Hacon's right to claim full compensation.
- 14.11 If a third party lays claim or announces that he intends to lay claim to Products that are still subject to retention of title, the Client is obliged to immediately inform Hacon about this. At the same time, the Client is obliged to immediately inform this third party of Hacon's retention of title.
- 14.12 The Client will adequately insure goods which are subject to retention of title against damage and theft.
15. Complaints
- 15.1 If the Client or its representative wishes to complain about a defect in performance, it must do so in writing within 14 days of inspection in Hacon's workshop, or if there is no inspection, at the latest before the goods have left Hacon's site.
- 15.2 If Hacon has not received the Client's complaint in writing within the time limit mentioned in paragraph 1 of this Article, the Client loses all rights and powers it had based on the discovered defect.
- 15.3 The Client is entitled to perform an inspection or to have an inspection performed of the repairs and/or other activities, within 5 working days of Hacon's notice of completion or within 5 working days of receipt of the related invoice. If Client wishes to have an inspection, it must notify Hacon thereof in writing and within 2 working days of receipt of the notice of completion. In that case, Hacon will offer the Client the good repaired and/or other activities performed once for inspection.
- 15.4 The Client must in all cases offer Hacon the opportunity to remedy any defect or to perform the repairs and/or other activities again.
- 15.5 A complaint will only be processed by Hacon if the Client has met all its obligations to Hacon.
- 15.6 In any event, Hacon will not process defects due to:
- normal wear and tear;
  - improper use;
  - lack of maintenance or improper maintenance;
  - installation, fitting, modification or repair by the Client or third parties;
  - application of materials prescribed and/or supplied by or on behalf of the Client, choice of materials or method of repair;
  - emergency repair(s) performed at the request of the Client.
- 15.7 On pain of forfeiture of all rights, the Client must submit complaints regarding the amount invoiced to Hacon in writing within the payment deadline. If the payment deadline is longer than thirty days, the Client must complain no later than thirty days after the date of the invoice. After amending an invoice subsequent a complaint regarding an invoice the amended should be paid within fourteen days.

- 15.8 Legal claims and defenses, based on facts that would justify the statement that the performance could be defective, expire one year after the notification made in accordance with the first paragraph.
16. Guarantee
- 16.1 Hacon guarantees that on the date of delivery the Product complies with the description in the Agreement.
- 16.2 If Hacon receives a guarantee from a third party on (part of) the Product, Hacon will pass this guarantee unchanged on to the Client.
17. Force majeure
- 17.1 Hacon is entitled to suspend performance of its obligations if it is temporarily prevented from performing its contractual obligations to the Client due to force majeure.
- 17.2 Force majeure is understood to mean, inter alia, the circumstance of failure by suppliers, Hacon's subcontractors or transport companies engaged by Hacon to perform their obligations or perform them in good time, weather conditions (in particular storms with a wind speed of at least fourteen metres per second, as measured by the Royal Netherlands Meteorological Institute (KNMI), one of its branches, or a similar institution that of good repute), earth-quakes, fire, pandemic, epidemic, power failure, loss, theft or destruction of tools or materials, road blocks, strikes or work stoppages and import or trade restrictions.
- 17.3 If Hacon's temporary inability to perform lasts for more than six months, it will no longer be entitled to suspend performance. On expiry of this deadline, the Client and Hacon may terminate the Agreement with immediate effect, but only as regards such part of the obligations that has not yet been performed.
- 17.4 In the event of force majeure where performance is or becomes permanently impossible, both Parties are entitled to terminate the Agreement with immediate effect as regards such part of the obligations that has not yet been performed.
- 17.5 The Parties will not be entitled to compensation for damage suffered or to be suffered as a result of suspension or termination as referred to in this article.
18. Termination
- 18.1 Without prejudice to the other provisions in these Conditions, Hacon is entitled to terminate the Agreement in the cases referred to in Article 10.6, without Hacon being obliged to pay any damages or compensation otherwise.
- 18.2 If the Client wishes to terminate the Agreement, he requires the prior written permission of Hacon. In the event of cancellation, Hacon charges a fee of 30% of the amount of the invoice as a cancellation charge, while the date of termination cannot commence earlier than 14 days after Hacon has given its permission in writing.

## B. Rental agreements

19. Use of the rented item
- 19.1 The Client is obliged to keep and maintain the rented item in good condition and only to use it in accordance with its designated use.
- 19.2 If there is a new rental agreement into, which contains more detailed rules concerning the use of the rented item, the Client is obliged to comply with these rules.
- 19.3 The Client is not allowed to make any changes to the rented item other than with the prior written permission of Hacon.
- 19.4 Unless otherwise stated in a written document, the Client is deemed to have received the rented item in good condition. If the condition of the rented property is depreciated then the damage is the equivalent of the purchasing price of the rented property.
- 19.5 Defects to the rented item as well as damage or loss must be reported to Hacon immediately stating all details. The Client is obliged to follow the instructions of Hacon promptly. The Client is only allowed to repair any damage of the rented property himself after Hacon has given its written permission.

- 19.6 The Client is liable for loss of the rented item and for any damage or costs, of whatever nature, including damage by fire, caused to the rented item, as well as commercial damages incurred by Hacon as a result of this, irrespective of whether the damage is caused by the Client or a third party.
- 19.7 The Client is obliged to provide correct information about the geographical location of the rented item on first request by Hacon.
20. Insurances
- 20.1 The Client takes out an insurance policy for all damage to or caused by the rented item. Hacon will be included on the policy as co-insured. The insurance covers at least fire damage and trading losses.
21. Rental period and return
- 21.1 Return means the actual delivery of a rented property of Hacon to Hacon on conclusion of a rental period.
- 21.2 The rental period commences after the rented item is either collected by the Client from Hacon or has been delivered by Hacon to the Client or after the Client has otherwise become the (indirect) holder of the rented item.
- 21.3 The rental period ends with the Return of the rented item, unless a longer period has been agreed, in which case the rental period ends on the agreed date, with the exception of paragraph 4.
- 21.4 Barring other arrangements in the Agreement, Hacon has the right to request immediate Return in a situation as referred to in Article 10.6. If a longer rental period has been agreed, the loss sustained by Hacon will at least be the rent for the remaining time of the agreed rental period, without prejudice to the right of full compensation. If the Client does not immediately comply with the aforesaid request for return, Hacon will be entitled to claim back the rented item himself at the expense of the Client. In addition to the dissolution of the lease agreement and order the Client to pay the arrears, interest and costs.
- 21.5 When the Agreement ends, the Client is obliged to return the rented item to a location indicated by Hacon in the condition it was in at the start of the rental period, apart from the normal signs of use, in the absence whereof Hacon will ensure that it is cleaned and repaired at the expense of the Client.
- 21.6 Upon its return, the rented item is immediately inspected by Hacon. Shortcomings including damages to the rented item or contamination of the rented item are displayed on the Interchange. The Client will be informed by email about the costs of repairing the damage.
- 21.7 The Client has 5 business days to state in writing, with reasons, why it does not agree with the cost statement. If nothing is heard from the Client in the aforementioned period, the Interchange is deemed to accurately reflect the shortcomings.

### C. Storage, modification and reparation of containers and materials

22. Scope of the work
- 22.1 The Client must ensure that all licenses, exemptions and other administrative decisions necessary to carry out the work are obtained in good time. The Client is required upon Hacon's first demand to send Hacon a copy of the documents mentioned above.
- 22.2 The price of the work does not include:
- a. the costs of earthwork, pile driving, cutting, breaking, foundation work, cementing, carpentry, plastering, painting, wallpapering, repair work or other construction work;
  - b. the costs of connecting gas, water, electricity or other infrastructural facilities;
  - c. the costs of preventing or limiting damage to any goods present on or near the work site;
  - d. the costs of removal of materials, building materials or waste;
  - e. travel and accommodation expenses.

23. Changes to the work

- 23.1 Changes to the work will in any event result in contract variations work if:
- a. the design, specifications or contract documents are changed;
  - b. the information provided by the Client is not factually accurate;
  - c. quantities diverge by more than 10% from the estimates.
- 23.2 Contract additions will be charged on the basis of the pricing factors applicable at the time the contract addition is performed. Contract deductions will be charged on the basis of the pricing factors applicable at the time the Agreement was concluded, whereas goods that Hacon has purchased from third parties are always to be paid by the Client.
- 23.3 The Client will be obliged to pay the price of the contract addition as referred to in paragraph 1 of this article on any of the occasions below, such at the discretion of Hacon:
- a. when the contract addition arises;
  - b. at the same time as payment of the principal sum;
  - c. on the next agreed payment deadline.
- 23.4 If the sum of the contract deduction exceeds that of the contract addition, in the final settlement Hacon may charge the Client 10% of the difference. This provision does not apply to contract deductions that result from a request by Hacon.

24. Performance of the work

- 24.1 The Client will ensure that Hacon can carry out its activities without interruption and at the agreed time and that the requisite facilities are made available to it when carrying out its activities, such as:
- gas, water and electricity;
  - heating;
  - lockable and dry storage space;
  - facilities required pursuant to the Working Conditions Act and Working Conditions Regulations.
- 24.2 The Client bears the risk of and is liable for any damage connected with loss, theft, burning and damage to goods belonging to Hacon, the Client and third parties, such as tools, materials intended for the work or material used in the work and other goods of Hacon, that are located on the work site or at another agreed location.
- 24.3 The Client is obliged to adequately insure itself against the risks referred to in paragraph 2 of this article. In addition, the Client must procure insurance of work-related damage as regards the material to be used. Upon Hacon first demand, the Client must send it a copy of the relevant insurance policy/policies and proof of payment of the premium. In the event of any damage, the Client is required to report this to its insurer without delay for further processing and settlement.
- 24.4 The Client is obliged to ensure that documents (including but not limited to the documents required for both receipt and dispatch), as well as instructions and the like are in Hacon's possession in good time. Hacon accepts no liability whatsoever for any errors or inaccuracies in, or incompleteness of, these instructions and/or documents.
- 24.5 If the transporter engaged by the Client refuses to check the number of items and/or the technical condition before leaving the site, Hacon will not be responsible for possible deviations in the number and/or the technical condition of these goods. The number and/or technical condition as stated in Hacon's records will be regarded as correct, subject to evidence to the contrary.
- 24.6 If the Client fails to perform its obligations as described in the previous paragraphs and this results in delayed performance of the activities, the activities will be carried out as soon as the Client performs its obligations as yet and Hacon's schedule so permits. The Client is liable for all damage suffered by Hacon as a result of the delay.

25. Completion of the work

- 25.1 The work is deemed to be completed in the following events:
- a. when the Client has approved the work;
  - b. when the work is been taken into commission by the Client. If the Client takes part of the work into commission, that part will be deemed to be completed;
  - c. if Hacon notifies the Client in writing that the work has been completed and the Client does not inform it in writing as to whether or not the work is approved within 14 days of such notification having been made;

- d. If the Client does not approve the work due to minor defects or missing parts that can be rectified or subsequently delivered within 48 hours, provided that this coincides with normal working days, and that do not prevent the work from being taken into commission.
- 25.2 If the Client does not approve the work, it is required to inform Hacon of this in writing, stating reasons. The Client must provide Hacon with the opportunity to complete the work as yet.
- 25.3 The Client indemnifies Hacon from and against any claims by third parties for damage to non-completed parts of the work caused by use of parts of the work that have already been completed.
- 26. Storage
- 26.1 The Client is obliged to notify Hacon, before the container is offered to the depot, of materials in, on top of or on the container that may possibly be harmful to the health of persons that are (or may be) directly or indirectly exposed to them, or of other facts the depot must be aware of in order to be able to safely process the container concerned.
- 26.2 Hacon is entitled to deny the container access to the depot or charge extra costs for its handling in the event of doubt about possible risks to the health and safety of persons that are (or may be) directly or indirectly exposed to the container. Hacon undertakes to notify the Client at the first sign of doubt about the harmfulness of loading residues found.
- 26.3 Furthermore, Hacon is entitled to store the Client's goods outdoors before, during and after repairs and/or other activities. Storage is understood to mean: to store goods for a definite or indefinite period of time, whether or not for payment, that belong to the Client at the time of the assignment or that are under its control.
- 26.4 The storage commences on the day the goods are supplied by or on behalf of the Client and ends on the day that the goods are collected by or on behalf of the Client. In this respect, a part of a day will be regarded as an entire day. The depot fee charged by Hacon at the time of storage applies to the storage.
- 26.5 If storage is agreed for an indefinite period of time, Hacon is entitled to require, in writing or by registered letter, that the Client remove the goods given for storage or have them removed, within a two-week period, to be calculated from the date of the aforementioned letter.
- 26.6 If storage occurs in the context of a repair order, Hacon is entitled to require that the goods stored be removed immediately after performance of the repair, but no later than two weeks after the notice of completion. The foregoing is applicable irrespective of whether payment of the amount due has already been made or must still be made before or upon delivery.
- 26.7 If goods are not removed by the expiry of the periods mentioned in paragraphs 5 and 6 of this article, Hacon may invoke the power at Article 6:90 of the Dutch Civil Code.

THE END