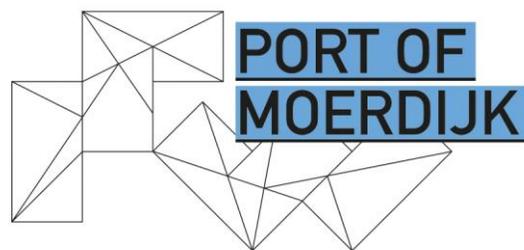


General Terms and Conditions Logistiek Park Moerdijk

Havenbedrijf Moerdijk N.V.

2017



As laid down on 21 December 2016

by the Board of Management of Havenbedrijf Moerdijk N.V.

The Director,

A handwritten signature in blue ink, appearing to be 'F.J. van den Oever', written over a light blue horizontal line.

F.J. van den Oever

TABLE OF CONTENTS

TABLE OF CONTENTS	2
CHAPTER 1: DEFINITIONS	4
ARTICLE 1: Definitions.....	4
CHAPTER 2: THE GROUND LEASE & ITS OBJECT	6
ARTICLE 2: Premature dissolution of (verbal) agreement	6
ARTICLE 3: Deed creating a ground lease	6
ARTICLE 4: Specification and condition	6
ARTICLE 5: Surface area, position, discrepancies	7
ARTICLE 6: Environmental research.....	7
ARTICLE 7: Moerdijk Port Authority's duty of disclosure / Contracting Party's duty to research	8
ARTICLE 8: Declarations by the Moerdijk Port Authority	8
ARTICLE 9: Costs preceding the creation	9
ARTICLE 10: Determination of ground rent	9
CHAPTER 3: GROUND LEASE CONDITIONS	10
ARTICLE 11: Term of the ground lease.....	10
ARTICLE 12: Permitted activities.....	10
ARTICLE 13: Condition of the soil	10
ARTICLE 14: Indemnification	11
PARAGRAAF 3.1: FINANCIAL OBLIGATIONS ARISING FROM THE GROUND LEASE	11
ARTICLE 15: Payments & Taxes.....	11
ARTICLE 16: No deduction or setoff.....	11
ARTICLE 17: Review of ground rent based on CPI	11
ARTICLE 18: Review of ground rent based on interest component and land value carried out every 12 and 25 years	12
ARTICLE 19: No reduction in ground rent in the event of reduced enjoyment	13
PARAGRAPH 3.2: TERMINATION, ALIENATION AND ENCUMBRANCE	13
ARTICLE 20: Notice of termination of the leasehold in the event of failure to fulfil	13
ARTICLE 21: Notice of termination of the leasehold on the grounds of general interest	13
ARTICLE 22: General interest	13
ARTICLE 23: Indemnification in the event of a notice of termination in the general interest... ..	14
ARTICLE 24: Vacation of the ground and structures	14
ARTICLE 25: Alienation and encumbrance during ground lease	14
ARTICLE 26: Position of the Leaseholder during alienation and encumbrance of the ground lease.....	15
ARTICLE 27: Obligations towards the mortgage holder.....	15
ARTICLE 28: Removal of structures following expiry of ground lease.....	15

ARTICLE 29: No compensation following expiry of ground lease / structures	15
ARTICLE 30: Liability following transfer / assignment of leasehold.....	15
ARTICLE 31: Entry in the public registers.....	15
PARAGRAPH 3.3: RIGHTS & OBLIGATIONS REGARDING USE AND MAINTENANCE	16
ARTICLE 32: General obligations on the part of the Leaseholder.....	16
ARTICLE 33: Construction and development obligations.....	16
ARTICLE 34: Provisions for use	16
ARTICLE 35: Joint and several liability and indivisibility	17
ARTICLE 36: Liability/claims by third parties	17
ARTICLE 37: Maintenance and damage	17
ARTICLE 38: Ground fencing	18
ARTICLE 39: Right of access	18
ARTICLE 40: Additional works.....	18
ARTICLE 41: Elevation of land	18
ARTICLE 42: Railway connection and railway guarantee	18
ARTICLE 43: Connection to utility companies	19
ARTICLE 44: Sewers	19
ARTICLE 45: Exit road	20
ARTICLE 46: Parking	20
ARTICLE 47: Visual quality of the forecourt.....	20
ARTICLE 48: Remedy by the Owner	20
ARTICLE 49: Safety & Infrastructure	21
CHAPTER 4: OTHER PROVISIONS	21
ARTICLE 50: Sanction provision	21
ARTICLE 51: Penalty	21
ARTICLE 52: Perpetual clause / qualitative obligation	21
ARTICLE 53: Right of superficies for the Leaseholder.....	22
ARTICLE 54: Submission of documents.....	22
ARTICLE 55: Terms	22
ARTICLE 56: Rules regarding cancellations and notifications	22
All notifications and statements pursuant to these General Terms and Conditions and the relevant agreement can legally be made by registered letter, insofar as not stipulated otherwise.....	22
ARTICLE 57: Remedies	22
ARTICLE 58: Dutch language	22
ARTICLE 59: Official title	22
SCHEDULE I	23

CHAPTER 1: DEFINITIONS

ARTICLE 1: Definitions

The terms used in the following provisions are defined as:

- a. **"Agreement"**: an agreement on the issue of a leasehold regarding a parcel of land owned by the Moerdijk Port Authority;
- b. **"Special Conditions"**: the conditions that apply concurrently with, in addition to, or contrary to the General Terms and Conditions, stated in the deed of establishment and/or change to the ground lease or the lease;
- c. **"Contracting Party"**: the party with whom the Moerdijk Port Authority enters into an agreement.
- d. **"Control Area"**: the Moerdijk Port Area and Industrial Estate, as represented in Schedule I: Moerdijk Logistics Park subarea;
- e. **"Establishment Committee"**: In the advisory committee on establishment all bodies are represented that a company may have to deal with in case of a new establishment. These are the Municipality of Moerdijk, the Province of Noord-Brabant, Rijkswaterstaat [the Directorate-General for Public Works and Water Management], Waterschap Brabantse Delta [Brabantse Delta Water Board] and the Moerdijk Port Authority [the Moerdijk Port Authority]. This committee assesses at an early stage requests for an opinion on the environment, potential nuisance for the immediate surroundings, spatial planning (zoning plan), the Housing Act (building permit) and will, on the basis of this examination, issue a preliminary report to the Board of Management of the Moerdijk Port Authority. In its assessment the advisory committee uses the assessment framework for the approval and permission of business establishments, change of business operations, company relocations and land transfers;
- f. **"General Terms and Conditions"** or "GTCs": these general conditions;
- g. **"Ground Rent"**: the sum per square metre per year, calculated as a percentage of the land value upon issue, to be paid by the Leaseholder to the Moerdijk Port Authority for the enjoyment of the land granted to him under a ground;
- h. **"Harbour master"**: the harbour master of the Moerdijk Port Authority, as referred to in the Moerdijk Port and Site Regulations as in force at any time;
- i. **"Land"** or "site": the parcel of land leased out or to be leased out;
- j. **"Land value"**: the value of a parcel of land in an open market sale;
- k. **"Leaseholder"**: the acquirer of the leasehold, as well as his successors in title;
- l. **"Major maintenance"**: activities intended to bring back building and installation sections, whose technical condition has gradually diminished, to an acceptable level as defined in NEN 2767 and/or the standard quality level for maintenance of the CROW [Information and Technology Centre for Transport and Infrastructure];
- m. **"Logistiek Park Moerdijk"**: the large-scale logistics industrial estate as intended in the Provincial government-imposed zoning plan amendment adopted by the Provincial Council of Noord-Brabant on 6 February 2015 to the south of traffic junction 'Klaverpolder' (A16/A17);
- n. **"Managing Committee"**: the Board of Management of Havenbedrijf Moerdijk N.V., or its authorised representative(s);
- o. **"Minor maintenance"**: activities that delay the reduction in quality of building and installation sections. These include: (1) Periodical, preventive activities, whether on a contractual basis or otherwise, and activities resulting from statutory inspections; (2) Incidental activities to eliminate breakdowns and clear complaints and unforeseen circumstances (corrective maintenance);
- p. **"Moerdijk Port Authority"**: Havenbedrijf Moerdijk N.V.;
- q. **"Month"**: the period that starts on the day of a certain date of a calendar month and ends with the end of the day preceding the day with the same date of the subsequent calendar month;

- r. "**Mortgage holder**": the mortgage holder, whose right as referred to in Article 27 of these General Terms and Conditions Moerdijk Logistics Park is established and with regard to whose mortgage a copy has been received as referred to in that article;
- s. "**Owner**" or "Land owner": The owner of Land as set out under point l.
- t. "**SBM**": the Moerdijk Fire-fighting Services Foundation [Stichting Brandweezorg Moerdijk], established in Moerdijk;
- u. "**SBIM**": the Foundation for the Protection of the Moerdijk Industrial Estate, established in Moerdijk [Stichting Beveiliging Industrierrein Moerdijk];
- v. "**Structures**": the immovable property constructed, placed, or present at any time, above, on and in the land on or in the ground prior to the leasehold taking effect; insofar as this is applicable, this also includes remnants of foundations, posts, pipes, cables, scaffolding, paving, fencing and buildings already built, or which could be built or constructed by virtue of a planning or construction permission granted prior to the commencement of the ground lease;
- w. "**Tariff Regulations**": the regulations adopted annually by the Managing Committee of the Moerdijk Port Authority containing the applicable fees regarding permits or permissions, (sea)port dues, etcetera.

CHAPTER 2: THE GROUND LEASE & ITS OBJECT

ARTICLE 2: Premature dissolution of (verbal) agreement

1. The Moerdijk Port Authority is entitled to dissolve a verbal, unsigned agreement or an agreement preceding the creation of a leasehold by notarial deed with immediate effect, without any notice of default or judicial intervention being required, in the following situations:
 - a. if a Contracting Party is put into liquidation before the deed creating the leasehold or occupation of the leased land, whether or not including structures, is executed
 - b. in the event of a petition or notification for a compulsory liquidation order, or an offer of settlement or settlement or request for receiving moratorium of payment by the Contracting Party
 - c. in the event of death of the Contracting Party or dissolution and/or winding-up of the legal person, if insufficient creditworthiness is proven, if the Contracting Party has (had) made any incorrect or incomplete statement or has concealed any fact or circumstance known to it, with regard to which it understood or ought to have understood that this would be of essential interest to the Moerdijk Port Authority when concluding the agreement, as well as
 - d. in the event of executory attachment of movable and/or immovable property of the contracting party.
2. The Moerdijk Port Authority will immediately notify the Contracting Party of the afore-mentioned decision.
3. On application of this article, the Port Authority of Moerdijk is not liable to pay any damages, under whatever name.

ARTICLE 3: Deed creating a ground lease

1. The land will be issued under a creating deed in the presence of a civil-law notary to be appointed by the Moerdijk Port Authority following consultation with the applicant.
2. The deed creating the ground lease will at least include the following:
 - a. the inception date and the period for which the ground lease is granted
 - b. the amount of the ground rent
 - c. the intended purpose of the land and the use which, in connection with that, can be made of the ground and the structures erected on it;
 - d. the dates on which the instalments of the ground rent must have been received
 - e. the general provisions applicable to the ground lease and the special provisions which have been stipulated or agreed;
3. Unless otherwise agreed upon in the agreement, the Leaseholder is obliged to cooperate in the execution of the notarial deed creating the leasehold no later than within two months of the date on which the Moerdijk Port Authority has signed the agreement.
4. From the first day of the month following the date on which the Moerdijk Port Authority signs the agreement until the date on which the notarial deed creating the leasehold is executed, the Leaseholder owes the Moerdijk Port Authority an interest payment on the capitalised ground rent.
5. The percentage of the interest payment owed as referred to in paragraph four of this article is equal to the interest rate of the statutory interest.

ARTICLE 4: Specification and condition

1. The immovable property is delivered in the state it is in at the time of execution of the notarial deed creating the ground lease, the date on which the lease is signed, or, in the case of earlier occupation, the time of that occupation.

2. Subject to further agreement, the actual delivery of the property granted under a ground lease will take place when the transfer title deed is signed. If the actual delivery takes place at an earlier time, the duty of care of the Moerdijk Port Authority ends at this earlier time.
3. Therefore, from the moment of such actual delivery as referred to under paragraph 2 of this article, the immovable property granted under a ground lease or leased is at the risk of the Contracting Party.
4. Unless otherwise agreed or stipulated in writing, the land is sold, granted under a ground lease or rented out on the following conditions:
 - a. unconditionally, and not subject to any reduction, dissolution or annulment;
 - b. not encumbered with attachments, mortgages or registrations thereof, or any other rights than the restricted rights stated;
 - c. free from (other) rent, lease and other rights of use;
5. When entering into the agreement, the Moerdijk Port Authority will give notice of all easements, perpetual clauses, quality obligations and other burdens and restrictions, insofar as they are stated in the public registers as referred to in Section 3:16 of the Dutch Civil Code or otherwise known by the Port Authority. The Contracting Party expressly accepts the burdens and restrictions arising from these documents. Furthermore, the Contracting Party expressly accepts those burdens and restrictions which are not stated in the afore-mentioned public registers insofar as they are known to him from the actual situation and/or do not reasonably pose an actual heavier burden.
6. The Moerdijk Port Authority does not give indemnity with regard to shortcomings not known to it.
7. The Moerdijk Port Authority is not responsible for qualities other than those required for normal use, and for shortcomings known to the Contracting Party.

ARTICLE 5: Surface area, position, discrepancies

1. A map (the site plan) of the land to be sold, granted under ground lease or rented out under the agreement is certified by both parties, drawn at a scale of at least one to two thousand (1:2000) and attached to the deed or the agreement.
2. If the exact cadastral boundary has not been recorded clearly enough, the boundaries of the territory will, on request of the Contracting Party, be indicated on the ground once, at the expense of the Moerdijk Port Authority, prior to the date of the actual delivery of the land.
3. If the situation referred to in paragraph 2 arises, the Parties declare to agree that the results of the land survey (referred to in paragraph 2) requested by the Parties replace the description in the agreement and on the site plan and are therefore decisive for that which is granted/obtained under a ground lease or that which is/will be sold, or is/will be rented out.
4. Subject to recalculation of the purchase price or the ground rent or rent, discrepancies which amount to less than 5% of the land will not give any of the Parties the right to bring any actions.

ARTICLE 6: Environmental research

1. An exploratory soil survey based on NEN 5740 will be held on time by order and at the expense of the Moerdijk Port Authority regarding the presence of substances in the land and/or groundwater to be allocated, including the solid ground and the groundwater and the soil air contained in it, which pose a danger to the environment and public health (Strategy to carry out exploratory soil surveys into the environmental quality of the soil and ground), preceded by a preliminary survey in accordance with the applicable NEN standard 5725 (Strategy to carry out preliminary surveys in case of exploratory and further surveys).
2. If the results of the exploratory soil survey result in the suspicion that there is an historical case of serious pollution, as defined in the Dutch Soil Protection Act) or a so-called “new soil pollution”, which means arisen after 1 January 1987, this will be followed by a detailed soil survey carried out by order of the Moerdijk Port Authority, based on the applicable NTA standard 5755 (Strategy to carry out detailed surveys – Examination into the nature and scope of soil pollution). Its purpose is to determine the seriousness and urgency of (decontaminating) the pollution.

3. If the preliminary survey and/or the exploratory or detailed soil survey shows that the soil is or may be contaminated with asbestos, a soil survey must also be carried out to determine the degree and possible urgency of (decontaminating) the pollution. This must be carried out in accordance with the applicable NEN standard 5707 (Soil - Inspection, sampling and analysis of asbestos in the soil).
4. The results of this survey will be laid down in a report, in which the condition of the soil and the groundwater is described and established – with a view to the use that the Contracting Partner wishes to make of the ground – whether substances are present to an unacceptable degree in the ground or groundwater, which, according to the then applicable standards, are to be deemed harmful to the environment or public health. In this case ‘unacceptable’ means the presence of substances to such a degree and/or scope that this situation, according to the then applicable standards, is considered harmful to the environment or public health, and/or entails restrictions on use and/or leads to a necessity to take soil remediation measures.
5. The Moerdijk Port Authority will provide the Contracting Party with the report before the execution of the notarial deed of issue of the leasehold land.
6. If the survey shows that substances are present in the soil to an unacceptable degree, i.e. in the land and/or groundwater, resulting in the occurrence of one of the situations referred to in paragraphs 2 to 4, the Parties will consult on possible remediation measures or other measures to have the soil meet the Agreement. If the Parties fail to reach agreement on this, either Party will be entitled to dissolve the Agreement without becoming liable for compensation as a consequence thereof.
7. The following are not taken to mean substances, deemed harmful to the environment or public health according to the then prevailing standards:
remnants of foundations, clean rubble or other remnants of a structural nature, or the presence of circumstances affecting the bearing strength of the ground. Therefore, the previous paragraph of this article does not apply to these matters.
8. If the Contracting Party abandons the dissolution as referred to in the sixth paragraph, it can no longer claim that, with regard to the environmental protection situation, the supplied matter does not comply with the agreement entered into between the Moerdijk Port Authority and de Contracting Party.

ARTICLE 7: Moerdijk Port Authority’s duty of disclosure / Contracting Party’s duty to research

1. The Moerdijk Port Authority guarantees that it will furnish the Contracting Party with all land-related information which, in accordance with the prevailing opinion, should be brought to the attention of the Contracting Party.
2. The Moerdijk Port Authority is not obliged to give information about competitive conditions, the geological/ geo-technical condition of the land and other facts which could have been known to the Contracting Party from own research, insofar as such research can be demanded from the Contracting Party according to prevailing opinion.
3. The Contracting Party expressly accepts that the contents as well as the results of the research into the facts and circumstances which, according to prevailing opinion, are part of the field or research, are at his risk.

ARTICLE 8: Declarations by the Moerdijk Port Authority

Insofar as not stipulated or agreed otherwise, the Moerdijk Port Authority declares as follows:

- a. The Moerdijk Port Authority is authorised to enter into the agreement with the Contracting Party concerned;
- b. From the moment of conclusion of the agreement, the land will not in any way be fully or partially rented out, sold by hire-purchase or granted in use to any other party than the Contracting Party, unless with the written consent of the Contracting Party;
- c. The authorities or utility companies have not made any requests or announcements to the Moerdijk Port Authority of changes regarding the grounds which have not yet been carried out;

- d. The land is not included in any land consolidation or renovation plan and has not been designated for expropriation;
- e. There are no obligations towards third parties by virtue of a pre-emption right or right of option.

ARTICLE 9: Costs preceding the creation

1. All costs, fees and taxes in respect of the assignment of or amendment to the leasehold, including the costs of a cadastral survey other than pursuant to Article 5, paragraph 2, are at the Contracting Party's expense.
2. The costs owed by the Moerdijk Port Authority in respect of taxes will be passed on separately to the Contracting Party in proportion to the number of months remaining in the year of creation or transfer. The start date is the date of the commencement date of the leasehold.
3. If, within the framework of the agreement, occupation starts prior to the date referred to in paragraph 2, the expenditures referred to in paragraphs 1 and 2 are for the account of the Contracting Party from the date of occupation.
4. If the Moerdijk Port Authority has made any payment chargeable to the Contracting Party pursuant to the provisions in the previous paragraphs, the Moerdijk Port Authority notifies the Contracting Party about this in writing, which is obliged to pay the Moerdijk Port Authority the amount stated in the notification within a month of it being sent.

ARTICLE 10: Determination of ground rent

The leasehold is issued on payment of a ground rent, the amount and conditions of which are determined when the agreement for land granted under a ground lease is entered into. This ground rent can be bought out in one amount upon the creation of the leasehold.

CHAPTER 3: GROUND LEASE CONDITIONS

ARTICLE 11: Term of the ground lease

1. In principle, the term of the ground lease is perpetual in respect of the Land in Logistiek Park Moerdijk, unless the Parties have expressly agreed otherwise.
2. The ground lease can only be terminated by the Owner on the grounds and in the ways stipulated below.
3. The ground lease cannot be terminated by the Leaseholder.

ARTICLE 12: Permitted activities

Business grounds may only be used for the establishment of a company with those activities at the designated location that do not involve any environmental objections, which cannot be met by setting conditions under the current environmental Acts. The Committee on Establishments will assess and advise on the permitted activities as defined in this Article 12.

ARTICLE 13: Condition of the soil

1. The Leaseholder will refrain from any acts or omissions on, in or near the leasehold land, that can cause such a contamination of the soil with substances by or on account of the Leaseholder that, according to then applicable laws and regulations, there is a risk for the environment and/or public health, and/or soil remediation measures must be taken.
2. If pollution as referred to in paragraph 1 of this article is real or threatens to become real, the Leaseholder will notify the Owner of this immediately.
3. The Leaseholder will be responsible for the pollution on, in or near the leasehold land as referred to in paragraph 1 of this article, except insofar as that pollution was real at the scene prior to inception of the ground lease or preceding use of the leasehold land by him, or has not been caused or stimulated by any actions or omissions by him, his subordinates, of third parties who had access to the leasehold land during the ground lease or preceding its use.
4. During or after expiry of the leasehold the Owner will at all times be entitled, following consultation with the Leaseholder, to conduct an inquiry into the scope, the cause and/or the consequences of pollution as referred to in article 1 of this article.
5. If pollution as referred to in paragraph 1 of this article is real or threatens to become real the Owner will, following consultation with the Leaseholder, be authorised to establish and effect measures, or have the Leaseholder or a third party effect measures which, in its opinion, are necessary to neutralise, limit or prevent that pollution or the suspected causes or possible consequences thereof.
6. The Leaseholder will be obliged to provide all details and render all assistance which the Moerdijk Port Authority deems necessary in connection with the inquiry or measures as referred in this article, and to furthermore allow persons charged with that inquiry or those measures, including auxiliaries to be used to that effect, onto the leasehold land.
7. The Owner is not responsible for damage which the Leaseholder may incur as a result of the inquiry or measures as referred to in this article, except insofar as this damage is the result of intention, a serious fault or gross negligence on the part of the Owner. The costs for the inquiry and those measures are at the expense of the Leaseholder, unless he is not responsible for the pollution.
8. The Leaseholder will, to the satisfaction of the Owner, take out insurance against the risks arising from this article, insofar as all this is possible on the Dutch insurance market within the limits of reasonableness.
9. Following expiry of the ground lease, the Leaseholder is obliged to again put the land at the free disposal of the Owner with due observance of Articles 24 and 28 of these General in at least the original condition as at the time of inception of the ground lease, which condition is described and recorded in the report of the environmental research as referred to in article 6 of these General Terms and Conditions.
10. If there is cause to doubt the condition of the land, the Owner, without prejudice to the authority in paragraph 4 of this article, is entitled to demand that the Leaseholder conduct an environmental

survey into the condition of the land in accordance with the provisions in Article 6, paragraph 1. The afore-mentioned survey must be completed within three months after expiry of the lease.

11. If the survey as referred to in paragraph 10 of this article indicates that the land is to a greater or lesser degree polluted, the Leaseholder is obliged to decontaminate the ground and return it in a clean condition, or at least in the condition as referred to in paragraph 9 of this article.
12. If and insofar as the Leaseholder, despite the Owner's request and demand intended in paragraph 10 of this article, remains in default of conducting the survey, the Owner is entitled to have this survey conducted and to recover the relevant costs from the Leaseholder.
13. If the Leaseholder, despite a demand to this end, given the seriousness and nature of the detected pollution, remains in default of decontaminating the land within the meaning of paragraph 9, the Owner is entitled to have the decontamination carried out and to recover the relevant costs from the Leaseholder.

ARTICLE 14: Indemnification

1. The Leaseholder indemnifies the Owner against all claims made by third parties for compensation of any damage, that might arise after the issue of the leasehold land as a result of such a contamination of the soil by or on account of the Leaseholder with substances that, according to then applicable laws and regulations, there is a risk for the environment and/or public health, and/or soil remediation measures must be taken.
2. The Contracting Party also indemnifies the Owner against all claims made by the Contracting Party and third parties for compensation of any damage, including consequential damage that might arise after the issue of the leasehold land as a result of the survey into or the discovery of unexploded ordnance from World War II in the ground of Logistiek Park Moerdijk.
3. The Owner is not bound to indemnify the Contracting Party in any way.

PARAGRAPH 3.1: FINANCIAL OBLIGATIONS ARISING FROM THE GROUND LEASE

ARTICLE 15: Payments & Taxes

1. All payments due by the Leaseholder from the date of commencement of the ground lease must be paid within 30 days from the date of invoice, in a prevailing and legal tender in a manner stipulated by the Owner.
2. If the payment referred to in paragraph 1 is not made on time, the Owner can stipulate that the Leaseholder owes default interest, equal to the statutory interest, on the payment not made or not made in time for the period from the due date until payment is made. In order to apply this, a part of the month is regarded as a full month.
3. All taxes, as well as all other usual and unusual charges, levied on or on account of the land and the structures, are charged to the Leaseholder from the date on which the leasehold commences.

ARTICLE 16: No deduction or setoff

All that is owed by the Leaseholder to the Owner under the agreement must be paid by the former without any deduction or setoff of whatever nature.

ARTICLE 17: Review of ground rent based on CPI

1. If and insofar as the ground rent must be paid periodically, the ground rent is reviewed annually based on the consumer price index established by Statistics Netherlands, the basis being 1 October of the year preceding the calendar year in which the ground rent was agreed for the first time.
2. The first review will take place on 1 January in the year following the issue of the leasehold land.
3. The Leaseholder will be informed of the adjusted ground rent within three months from the review date.

ARTICLE 18: Review of ground rent based on interest component and land value carried out every 12 and 25 years

If and in so far as ground rent must be paid periodically, the following applies:

1. a. Starting in the thirteenth year of the leasehold, the ground rent will be reviewed on the basis of the adjusted land value.
b. If the leasehold is continued by operation of law after 25 years or after the term referred to in paragraph 2 of article 3 has expired, the ground rent will also be reviewed on the basis of both the adjusted land value and the adjusted interest component..
2. The review of the ground rent is calculated by multiplying the interest component by the adjusted land value.
3. The interest component is derived from an interest rate for long-term loans NV Bank Nederlandse Gemeenten (BNG) payable by the Owner, plus a 1.5% surcharge.
4. If the Leaseholder does not agree to the value of the parcel of land granted under a lease that forms the basis of the reviewed ground rent referred to in paragraph one of this article, the land value to be adjusted will be determined through a binding decision from an expert committee, comprising three experts appointed by the Parties. The experts are appointed as described in paragraph 5.
5. a. Whenever these conditions mention Experts, this is taken to mean a group of three (3) experts, subject to Article 23.
b. The Experts are appointed upon notification from the Leaseholder in mutual consultation with the Port Authority and the Leaseholder if possible.
c. If no agreement is reached within one (1) month of the notification referred to in paragraph 2 in respect of the appointment of Experts, an Expert must have been appointed by both parties within four (4) weeks of the date on the notification referred to under b.
d. Both Experts thus appointed must appoint a third Expert within three (3) months of the date on the notification referred to under b.
e. If the provisions under c. or under d. have not been met, either party will ask the president of the District Court of Breda to appoint three (3) Experts as soon as possible.
f. The Leaseholder must submit a statement of claim to the Experts within fourteen (14) days of the day on which the appointment under d. or the appointment under e. has been communicated to both parties; at the same time, the Leaseholder will send one (1) copy of said statement of claim to the Port Authority. Within fourteen (14) days after receipt of the statement of claim, the Port Authority will submit its statement of defence to the Experts; at the same time it will send one (1) copy of said statement of defence to the Leaseholder.
g. The Experts will be in session within one (1) month of the statement of defence having been submitted. The parties are notified of the time and date of the session in a written announcement fourteen days prior to the date of the session. The party who thinks it is proper that witnesses or expert witnesses be heard at the session, will notify the committee of Experts thereof in its written statement. If none of the Experts holds the view that the wish to hear witnesses or expert witnesses is unfounded, they will summon such witness to appear at the hearing in their written notification at least fourteen (14) days before the date of the hearing.
h. The parties will be given the opportunity to further explain their conclusion during the session. Witnesses and expert witnesses will be heard whenever one (1) of the Experts or Parties deems this advisable. The Experts will make a decision within two (2) months of the session. The parties will be notified of the decision within fourteen (14) days, in writing.
i. If the stipulations in the previous paragraph are not complied with, the Leaseholder will ask the president of the District Court of Breda to appoint three (3) new Experts as soon as possible after expiry of the term given in the previous paragraph.
j. The costs estimated by the Experts in their decision and incurred by the Parties, as well as the advice-related costs, will be at the expense of the Port Authority and the Leaseholder in accordance with an apportionment – to be determined by the Experts in their decision – according to the extent

to which the Experts in their opinion have met the wishes of either party in their decision. The costs referred to in this paragraph k. are at the expense of the Leaseholder if he obtained a decision.

ARTICLE 19: No reduction in ground rent in the event of reduced enjoyment

1. The Leaseholder must respect all applicable rights, such as easements of third parties to the leasehold land.
2. The Leaseholder cannot claim damages, reduction, remission or refunds of the ground rent, if he has no or only limited enjoyment of the ground and the structures erected on it, regardless of the circumstances.

PARAGRAPH 3.2: TERMINATION, ALIENATION AND ENCUMBRANCE

ARTICLE 20: Notice of termination of the leasehold in the event of failure to fulfil

1. The Owner can terminate the lease with due observance of the provisions of Section 5:87 of the Dutch Civil Code if the Leaseholder defaults on payment of the ground rent for two consecutive years or seriously fails in the fulfilment of his remaining obligations. The notice of termination is given as determined hereafter, in paragraph 2 of this article. This notice of termination must be served within eight days and under penalty of nullity on the persons listed in the public register as holding a restricted right or levying an attachment to the leasehold. Following expiry of the ground lease, the Leaseholder will be refunded the current value of the ground lease including the legally present structures, after deduction of that which the Owner is owed by the Leaseholder in respect of the ground lease, including the costs.
2. The notice of termination will be given with due observance of Article 21 paragraphs 2 and 3.

ARTICLE 21: Notice of termination of the leasehold on the grounds of general interest

1. The Owner can give notice of termination of the leasehold due to reasons of general interest as referred to in article 22 hereafter, without prejudicing its rights pursuant to article 20 above. The termination is established by revoking the leasehold.
2. Notice of termination is established by bailiff's notification with due observance of a period of at least one year prior to the date of revocation.
3. This notice of termination must, within eight days and under penalty of nullity, also be served on the mortgage holder and others who are listed in the public register as holding a restricted right or levying an attachment to the (sub) leasehold.

ARTICLE 22: General interest

Reasons which may justify a notice of termination of the ground lease by the Owner as referred to in article 21 above, stem from infrastructural reasons, particularly within the framework of further development of the dock areas of the Owner and/or reasons/circumstances in respect of environmental protection.

ARTICLE 23: Indemnification in the event of a notice of termination in the general interest

1. If the leasehold expires in the manner as referred to in article 21, paragraph 1 above, indemnification is granted pursuant to the Expropriation Act and the case-law based on it.
2. The value of that which is created contrary to any provision or condition in the creating deed or in a deed containing changes to the leasehold, will not be reimbursed, nor any damage in respect of terminating any activity performed on the ground and in the structures contrary to any provision or condition in the creating deed or in a deed containing changes to the leasehold, unless the Moerdijk Port Authority has issued a written approval to that effect. Neither will the value of that which is created without planning permission or contrary to the zoning plan be reimbursed, nor the damage in respect of terminating any activity performed in the structures contrary to the zoning plan or any other statutory provision.
3. If the Leaseholder does not agree to the compensation offered by the Moerdijk Port Authority, he must inform the Moerdijk Port Authority of this in writing within two months of receipt of the notification of compensation sent by registered post. When no agreement is reached on the amount of the compensation, it will be established – subject to an appeal to the competent courts – by three experts to be appointed by the competent courts.
4. The Owner pays the damages due to the Leaseholder, after deduction of all that which the Leaseholder still owes the Owner with regard to the leasehold of the ground and structures.
5. If, at the time of termination of the lease, the leasehold was encumbered with a mortgage, the maximum damages, contrary to paragraph 6 of this article, will be paid to the mortgage holder(s) after deduction of all that which is still due to the Owner with regard to the leasehold, the ground and the structures erected on it, plus the amount, if and insofar as possible, still due to the mortgage holder(s) pursuant to the mortgage loan involved. Any remaining amount of the damages is paid to the Leaseholder.
6. As long as the ground and the structures erected on it (with the exception of the legally obtained property rights of third parties) have not been put at the free disposal of the Owner, the aforementioned is authorised to retain payment pursuant to this article. Solely for the application of this article, legally obtained property rights are considered to be equal to property rights otherwise obtained by third parties, which in the opinion of the Owner do not give rise to any objections.

ARTICLE 24: Vacation of the ground and structures

If, on the day the agreement ends, the parcel of land and the structures erected on it have not been vacated by the Leaseholder and put at the disposal of the Owner, the Owner can, without any further notice of default, effectuate eviction with due observance of the legally obtained property rights of third parties, all this at the expense of the Contracting Party except if and insofar the latter can invoke his right of retention towards the Owner, until the indemnification and/or compensation due to him have been settled pursuant to article 23.

ARTICLE 25: Alienation and encumbrance during ground lease

1. Subject to the prior written consent of the Owner the Leaseholder can:
 - a. in respect of his leasehold and rights and obligations from agreements based on and/or connected to that - the subleasing of land included - wholly or partly transfer, assign, encumber, divide or establish a limited or commercial right of enjoyment (easement) or a qualitative obligation. The consent requirement does not apply to the right of creating a mortgage.
 - b. lease, let out, grant the usufruct/use of or sublease the leasehold, rights and obligations from agreements based on and/or connected to that, or the grounds and structures – or parts thereof – to others;
2. In order to obtain the consent as referred to in paragraph 1, the Leaseholder must send the draft deed / draft agreement to the Owner indicating the anticipated inception date of the relevant right of the third party, after which the Owner will as make a decision on granting consent for the relevant juristic act as soon as possible.

3. In respect of the Owner granting his approval the following conditions are set regardless:
 - a. The Leaseholder and his successor must ascertain the condition of the land at the time of the juristic acts as referred to under a of this article in relation to article 6 of these General Conditions and article 31 of these General Terms and Conditions, particularly in respect of the obligations towards the Owner.
 - b. Transfer of the leasehold and the rights and obligations from agreements based on and/or connected to that, or another limited right other than a mortgage, granting the usufruct/use or letting out of the immovable property granted under ground lease, must solely be established by means of a deed executed in the presence of a civil- law notary to be appointed by the Owner in consultation with the Leaseholder. In the event of lease of the immovable property, the Leaseholder will submit a copy of the lease to the Port Authority.
 - c. An officially certified copy of the deed referred to in paragraph 3, under c of this article must be made available to the Owner by and at the expense of the Leaseholder within one month of its date.
4. The Owner reserves the right to attach additional conditions to the consent and/or can grant this consent for a limited period of time until notice of termination under certain terms.

ARTICLE 26: Position of the Leaseholder during alienation and encumbrance of the ground lease

Acts in violation of the afore-mentioned provisions in article 25 and the (additional) conditions attached to the consent give the Owner the right to invoke the nullity of it and to regard these as not performed towards him.

ARTICLE 27: Obligations towards the mortgage holder

The Owner will in due time inform the mortgage holder in writing of the intention to terminate the ground lease or of changes of the land value on which the ground rent is based. Changing or dividing the leasehold can only be established with prior written consent of the mortgage holder.

ARTICLE 28: Removal of structures following expiry of ground lease

1. At the end of the ground lease, other than by termination in the public interest, the Leaseholder is obliged to remove the structures at his own expense.
2. The Leaseholder is obliged to return the immovable property granted under a ground lease in the original condition. Failing that within three months of expiry of the period for which the leasehold was granted, the Owner will be entitled to take the necessary steps at the expense of the Leaseholder.
3. The Owner can grant part or full exemption of the obligations as referred to in the previous paragraphs. The Owner is entitled to attach conditions to that.

ARTICLE 29: No compensation following expiry of ground lease / structures

After expiry of the ground lease the former Leaseholder is not entitled to compensation of the value of any structures still present.

ARTICLE 30: Liability following transfer / assignment of leasehold

Following the transfer or assignment of the leasehold, the legal predecessor remains responsible for that which is owed to the Owner at the time of transfer/assignment.

ARTICLE 31: Entry in the public registers

Following expiry of the leasehold, the Leaseholder irrevocably authorises the Owner to make an entry in the public registers to that effect and to do all that is necessary and relevant, all this at the expense of the Leaseholder.

PARAGRAPH 3.3: RIGHTS & OBLIGATIONS REGARDING USE AND MAINTENANCE

ARTICLE 32: General obligations on the part of the Leaseholder

1. When using the ground allocated under the agreement, the Leaseholder is obliged to behave in accordance with the provisions, regulations and bylaws – drawn up or yet to be drawn up - applicable to the Owner's control area.
2. The Leaseholder Party must observe all regulations and prohibitive provisions with regard to the storage, processing or treatment of certain goods, as they have been prescribed or will be prescribed by the authorities.
3. The Leaseholder is obliged to refrain from acts which, in the Owner's opinion, may cause danger, damage, hindrance or nuisance to the Owner or third parties, insofar as those acts are not covered by a public or private licence or with regard to which the Owner has given its explicit consent.

ARTICLE 33: Construction and development obligations

1. The Leaseholder is not permitted to use the land and the structures in any other way or to give them any other purpose than stipulated in the agreement and/or its appendices, unless after receiving the written consent from the Owner.
2. The Owner can give the consent referred to in the first paragraph of this article for a certain period of time or until further notice, and may set conditions in that respect.
3. The Leaseholder is obliged to construct any structures and to put into use and to develop the land and any structures in a manner which is in accordance with the objectives of the company pursuant to the socially accepted standards as soon as possible yet no later than the end of the term laid down in the agreement or notarial deed. The Owner can decide to extend this term after receiving a reasoned request from the Leaseholder.
4. Without prejudice to the prevailing legal regulations, the Leaseholder is also obliged to apply for the licences required by virtue of the legal regulations for the formation and operation of his business, within six months of entering into the agreement. The Owner can extend this term after receiving a reasoned request from the Leaseholder.
5. The business, which is the purpose of the use of the land, may not be left inoperative by the Leaseholder any longer than two consecutive years. Within ten years of putting the business into operation again, the Leaseholder can only take the business out of operation following consent of the Managing Committee. When giving his consent, the Managing Committee assesses the maximum period of time during which the company can be left inoperative.
6. If the Leaseholder leaves the business inoperative, the Managing Committee of the Moerdijk Port Authority is authorised to request further explanation into the reason for that from the Contracting Party. If the Leaseholder cannot put forward satisfactory legitimate reasons to that end, the Moerdijk Port Authority can assume that the business is kept inoperative for strategic reasons. In that case, the Managing Committee can decide to impose a penalty consisting of a fine related to the Moerdijk Port Authority's loss of income, which the Moerdijk Port Authority used to receive or could have reasonably expected to receive, with a view to the business activities of the Contracting Party.
7. Each time the Leaseholder does not observe one of his obligations towards the Owner pursuant to this article, the Owner can impose a penalty as referred to in Article 51.

ARTICLE 34: Provisions for use

1. The land and the structures erected on it must be used with the appropriate means in such a way, that no nuisance, danger or damage is caused to third parties or the businesses, such at the discretion of the Owner. Apart from that, the Leaseholder is obliged to do or omit all that which can prevent or cause damage, danger or unacceptable nuisance, in any form. Any reasonable instructions from the Owner to that end must be followed insofar as they are within the limits of these provisions.

2. If any damage as referred to above is caused, the Contracting Party is obliged to fully compensate this damage, while all other measures deemed necessary by the Owner to be taken as a result of this damage and to prevent any further damage, are at the full expense of the Leaseholder.
3. The Leaseholder is obliged to strictly adhere to all instructions from the Owner in order to prevent overloading of and nuisance caused by the land. This obligation applies in full, including when prior consent as referred to in one of the paragraphs of this article is given.
4. The Contracting Party is obliged to adequately insure the object purchased or leased by him and/or structures and Land assigned to him on a ground lease against all relevant risks, unless otherwise agreed. These risks are related to, but not limited to third-party liability, environmental damage and fire damage. If the Moerdijk Port Authority insures the structures, the Contracting Party will pay the relevant premiums (in whole or in part).
5. Without prejudice to the consent under legal regulations, the Contracting Party may only create structures if their nature, purpose, location and number is approved by the Managing Director in writing in advance. However, there is no such obligation towards the Moerdijk Port Authority with regard to that which is introduced in order to pave the ground or to connect to the utility companies.
6. The Contracting Party is obliged to strictly adhere to all instructions from the Managing Director in order to prevent overloading of and nuisance caused by the land. This obligation applies in full, including when prior consent as referred to in one of the paragraphs of this article is given.

ARTICLE 35: Joint and several liability and indivisibility

1. That which is payable or can be claimed by virtue of an agreement is indivisible. If the tenancy right or the leasehold belongs to multiple (legal) persons, each of them is jointly and severally liable for the fulfilment under the lease(hold).
2. If the Contracting Party is made up of multiple (legal) persons, they immediately appoint one of them as representative and immediately notify the Owner of this and any substitution of the representative. Notifications, announcements, claims, demands etc. pursuant to the provisions of this agreement will be duly addressed to the representative or sent to or by him.

ARTICLE 36: Liability/claims by third parties

The Leaseholder is liable for all claims that can be enforced by third parties against the Owner in respect of the compensation of damage which, after the assignment of leasehold land or lease, arises as a result of the use, contamination of the land, as referred to in Article 13, paragraph 1, or other acts or omissions by or on account of the Leaseholder, or as a result of full or partial collapse of the structures. If necessary, it will indemnify the Owner. The Leaseholder is liable for damage caused to the ground and any structures allocated under the ground lease, whatever the cause.

ARTICLE 37: Maintenance and damage

1. The Leaseholder is obliged to carry out minor maintenance as defined in Article 1 at its own expense and, to the satisfaction of the Owner, the ground, including any structures, constructions and fencing, and to carry out all necessary repairs – including extraordinary ones – or have them carried out, unless otherwise agreed in the agreement.
2. Undeveloped pieces of the land must be protected against damage caused by wind and drifts at the expense of the Contracting Party and to the satisfaction and at the discretion of the Owner.
3. All works or properties of the Owner, which are damaged as a result of the use by the Contracting Party and/or third parties working by order of the latter, must be repaired by and at the expense of the Contracting Party.
4. The Contracting Party abandons in advance all claims that it could enforce against the Owner relating to damage, however caused, to the constructions, buildings, warehouses, paving and all works and machines commercially related to its business, to be realized on the land which is obtained under a ground lease or rented. The afore-mentioned does not apply if the damage is caused by an intentional act or a serious fault on the part of the Owner.

5. The Leaseholder will contribute as much as possible to a clean environment, including the public road, and to prevent litter, both during and after the construction of structures.
6. The Leaseholder indemnifies the Owner against all claims that others could enforce against the Owner to compensate damage in any way related to the construction, change, use, maintenance, presence or clean-up of works present under the agreement. The afore-mentioned does not apply if the damage is caused by an intentional act or a serious fault on the part of the Owner.

ARTICLE 38: Ground fencing

The Contracting Party is obliged to fence off and keep fenced off the land and any structures allocated pursuant to the agreement at its own expense, to the satisfaction of the Owner and in accordance with the regulations stipulated by the Owner.

ARTICLE 39: Right of access

1. For the benefit of the management and maintenance, the construction, the changes and maintenance of the works that are part of the control area, the bank revetments, the dikes and the roads as well as the supervision over the correct observance of the provisions in this agreement, the Owner has unrestricted right of access to the immovable property allocated under this agreement, for its personnel, as well as all those who are involved in said work, police officers, (special) investigating officers included.
2. The Contracting Party must at all times permit the unrestricted delivery and removal of the equipment and materials required for the execution of said work on the land allocated to him, or their positioning on there, without this being cause for a claim for any damages.
3. This transport and positioning will, in consultation with the Contracting Party if possible, take place on the most suitable paths and roads and the most suitable locations on his land.

ARTICLE 40: Additional works

1. When, in the Owner's opinion, the necessary works, which are part of the harbour, the bank revetments, the dikes and the roads which border the land and structures allocated or made available under the agreement, are established sooner than the works following on from that, which will be constructed by the Contracting Party itself, or when the latter works, in the opinion of the Managing Director, are of insufficient size or quality or insufficiently maintained, the Owner is authorised to construct, keep and maintain the, in their opinion, necessary works on the land and structures allocated under the agreement, without the Contracting Party being able to lay a claim to any compensation from the Owner of whatever nature.
2. If, in the interest of the Moerdijk harbour and industrial area, a change must be made to the location or the composition of the works constructed on the land, and the change relates to works or work with regard to which no further rules are laid down in the purchase, ground lease or rental agreement or the General Terms and Conditions, General and Special Sections, the Contracting Party must, following notice from the Owner, carry out the change at the expense of the Owner, unless special circumstances give rise to the agreement of another arrangement.

ARTICLE 41: Elevation of land

1. The Owner does not have to keep the land allocated under the agreement elevated.
2. The Owner can demand that elevation material coming from the land is put at the disposal of the Owner free of charge. In that case, the Contracting Party must, at its own expense, dispose of and level this fill material within the Owner's control area in a location to be specified.

ARTICLE 42: Railway connection and railway guarantee

If and in so far as a (main) railway line is constructed at Logistiek Park Moerdijk, the following provisions will apply:

1. To realize a connection from the business to be run by the Contracting Party to the (main) railway line, a licence from the Owner is required, without prejudice to other consents or licences.
2. The railway connection, including additional works such as points, roads, culverts, fencing, and railway crossings etc., must be constructed and maintained by and at the expense of the Contracting Party.
3. The Contracting Party is not permitted to transfer the cargos anywhere else than on the property which is obtained under a ground lease or rented.
4. An annual fee is payable for having a railway connection across the grounds of the Owner. The fee payable will be claimed under the Tariff Regulations.
5. The use of the main railway line situated on the grounds of the Owner is subject to a fee payable by the Contracting Party and calculated according to the following formula:

$$K = A [(B \times T) + (L \times W)]$$
 which reads as follows:
 K: the annual fee payable by the Contracting Party;
 A: the distance in kilometres from Lage Zwaluwe to the siding tracks of the Contracting Party;
 B: the tariff set by the Owner for the relevant year, based on the average ton price/mileage for the National Dutch Railway Network, the so-called fictitious ton price/mileage;
 T: the tonnage in products and materials transported over the main line in the relevant year, as announced by the Contracting Party;
 L: €0.0454;
 W: the number of wagons (loaded and empty) transported over the main line in the relevant year, as announced by the purchaser, Leaseholder or lessee.

ARTICLE 43: Connection to utility companies

1. All costs relating to the laying, connection and maintenance of paving, sewers, power cables, gas and water pipes and lighting are borne by the Contracting Party, as well as the use as such.
2. In the event of alienation or encumbrance with a restricted real right, as well as in the event of full or partial rental, the legal successor is obliged to have the licences relating to the utility companies referred to in the first paragraph transferred into his name.

ARTICLE 44: Sewers

1. A sewerage system must be laid by and at the expense of the Contracting Party. Depending on the existing public facilities, the construction of the system must be designed as a separate or improved separate system.
2. To that end, the Contracting Party must draw up a business sewer plan and submit this for approval to the Owner and the appointed water quality manager, in this case the Water Board Brabantse Delta in Breda and the Directorate-General for Public Works and Water Management. Depending on the nature and/or quality of the industrial water to be discharged, a licence within the framework of the Pollution of Surface Waters Act may be required.
3. With regard to the connection of the yard drainage and the discharge of industrial water into the Owner's sewerage system, a licence must be obtained from the Owner, in addition to the licence referred to in article 2, possibly required under the Pollution of Surface Waters Act.
4. The approved business sewer plan can provide for the discharge of clean water into surface waters such as ditches and harbours. An annual fee is payable to the Owner for clean water discharge into the grounds of the Owner. The fee payable is claimed under the Tariff Regulations.
5. The maximum amount of industrial water that can be discharged in the form of dry-weather discharge is 0.28 m³ per hour (based on Preliminary Design+ 3.0) per hectare in ground ready for allocation. Process water must be cleaned by the Leaseholder within the plot boundaries to a quality level that can be discharged onto the surface water. Rainwater running off from loading docks and uncovered ground must be treated by the Leaseholder within the plot boundaries by a NEN EN (currently: 858) certified oil-water separator. If recessed loading docks are constructed, the

Leaseholder must install a pump. The water treated by an oil-water separator may subsequently be discharged into a retention ditch, or, if ground surface borders on internal roads, into the rainwater discharge sewer. Rainwater running off roofs may be drained off without sewage treatment facilities and must be connected to a retention facility.

6. The Owner does not guarantee that either clean water or waste water can be discharged at all times.
7. The sewerage system must connect to the Port Authority's nearest drain hole. Connections to the line itself are not allowed. The Leaseholder is himself responsible for the sewage connection into the said drain hole.
8. As for discharging thermally contaminated waste water the Leaseholder must, in principle, bear in mind that discharges onto surface water are not allowed. The company is free to determine the manner of cooling. The temperature of the water to be discharged must be determined in consultation with the Port Authority and the proper authorities. This does not affect the rights of the surface water quality manager, in this case Rijkswaterstaat, the Directorate-General for Public Works and Water Management, under the Water Act.

ARTICLE 45: Exit road

1. The Contracting Party must obtain a licence from the Owner for having an exit road leading from the business grounds to the roads on the industrial estate. General and technical conditions will be attached to this licence. No fee is payable for the use of the Owner's grounds in respect of this exit road.
2. A licence from the Managing Committee is also required for having multiple exit roads. Among other things, a condition will be attached to this licence in respect of the payment of the annual fee for using the Owner's grounds. The fee payable will be claimed under the Tariff Regulations.
3. The exit road(s) must be laid and maintained by and at the expense of the Contracting Party.

ARTICLE 46: Parking

At its own expense the Contracting Party takes care of sufficient parking facilities on its land in order to meet the normal demand from its business, personnel and visitors.

ARTICLE 47: Visual quality of the forecourt

In order to realize a uniform appearance of the Logistics Park the Leaseholder is obliged to submit the intended layout of the ground's forecourt, i.e. the section(s) of the parcel adjacent to the street, for approval to the Owner. The latter will check the intended layout against the visual quality plan used by the Owner for this area.

ARTICLE 48: Remedy by the Owner

1. If the Contracting Party fails to fulfil any obligation arising from these General Terms and Conditions and/or the agreement in a timely or proper manner or not at all, the Moerdijk Port Authority can have this obligation carried out at the expense of the Contracting Party. Pursuant to these General Terms and Conditions, the Moerdijk Port Authority is explicitly authorised to such execution towards the Contracting Party after sending a written notification and notice of default within this framework, as well as after expiry of the term referred to in paragraph 2 of this article. Under the same conditions, the Moerdijk Port Authority is also authorised to undo, at the expense of the Contracting Party, all that which is carried out by the Contracting Party contrary to any obligation.
2. The Owner notifies the Contracting Party – and in the case of ground lease, any mortgage holder – in writing of his intention to use the authority as referred to in paragraph 1 of this article. This notification will include:
 - a. a specification of the probable sum of the costs incurred with respect to the execution;
 - b. a notice of default in respect of the neglected duty or contradictory act;
 - c. a demand to comply with everything within a reasonable term.

3. Without prejudice to the indebtedness of any other costs, damage and interest incurred by the Owner as a result of the negligence on the part of the Contracting Party, the Contracting Party is obliged to pay the costs incurred with respect to the remedy at first demand of the Owner. With the demand the Owner will include a specification of the costs of the Owner and he has the authority to claim fulfilment and/or any further damages, if necessary by ordering the statutory interest after expiry of the payment term set by the Owner.

ARTICLE 49: Safety & Infrastructure

1. Without prejudice to the obligations arising from public-law licences or other agreements within this framework, the Contracting Party is obliged to take those measures to prevent and fight fire which comply with the reasonable requirements established in that field.
2. Because of the safety requirements in force at the grounds, the Leaseholder is obliged to participate in the cooperative arrangement concerning the comprehensive protection of the grounds and the integral fire-fighting services for the grounds and the business conducted on it. To that end the Leaseholder must pay an annual financial contribution to the Stichting Beveiliging Industrierrein Moerdijk (SBIM) an the Stichting Bedrijfsbrandweezorg Moerdijk (SBM) or the organisations taking the place of those foundations charged with the audit or collection of the contributions of the integral safety or fire-fighting services at any time.
3. The infrastructural facilities for the grounds, including roads, cycle tracks, footpaths, green areas, sewerage, public lighting, fibre-optic cable network, signage and the winter maintenance of public spaces are organised by/on behalf of the Port Authority. The Leaseholder is granted an easement dependent on the ground lease, providing for the entitlement to use said facilities, under the obligation to pay a fee in respect thereof, which fee is determined on the basis of a calculation attached to the deed creating the ground lease. The Leaseholder must accept and tolerate that the facilities are also used by other users of the Moerdijk Logistics Park.
4. The Leaseholder is obliged to pay the amounts set out in paragraphs 2 and 3 in a timely fashion after receipt of the relevant invoices. The provisions in Article 15 of these General Terms and Conditions equally apply.

CHAPTER 4: OTHER PROVISIONS

ARTICLE 50: Sanction provision

On non-fulfilment or violation of his obligations arising from the agreement or the ground lease and the corresponding General and Special Conditions the Leaseholder is in default by operation of law in accordance with the provisions in Section 83 of Book 6 of the Dutch Civil Code.

ARTICLE 51: Penalty

1. Each time the Contracting Party fails to observe one of its obligations towards the Owner, the Owner may impose a penalty of €1,000 per day for the duration of the violation.
2. The Owner will notify the Contracting Party thereof by registered letter.
3. The provisions in the first paragraph of this article do not affect the Owner's right to claim damages. In this connection the Owner and the Leaseholder expressly deviate from that which is provided for in Section 92, paragraph 2 of Book 6 of the Dutch Civil Code.
4. The penalty as referred to in the first paragraph of this article is only due after the Port Authority has given the Leaseholder written notice of default, whereby the Leaseholder is offered a reasonable term to performance. If the Leaseholder fails to fulfil his obligation or obligations within this reasonable term, the Leaseholder will be charged interest at one and twenty-five hundredth percent (1.25%) per month or part thereof until the imposed penalty is paid.

ARTICLE 52: Perpetual clause / qualitative obligation

Insofar as these General Terms and Conditions as well as the conditions mentioned in the agreement are not already regarded as a qualitative obligation within the meaning of article 252 of Book 6 of the Dutch

Civil Code, the Contracting Party and its successors by singular and universal title, subject to the Owner's express exemption, are - in the event of any full or partial transfer of ownership of the land, the transfer, division and/or reverse division of the leasehold or the creation of a sublease, a restricted right or the granting of another right of use - obliged to impose the conditions under which the relevant right has been granted upon its successors and to stipulate and accept these for the benefit of the Owner, all this under forfeit by the Contracting Party and each subsequent successor who fails to include, impose, stipulate and accept, of a penalty which is immediately due and payable and not open to judicial mitigation, amounting to twenty-five times the amount which is regarded as consideration to the Contracting Party and its counterparty in respect of the transaction involved, with a minimum of €50,000 (in words: fifty thousand euros) for the benefit of the Owner and without prejudice to its right to claim fulfilment and/or any damages. In this connection the Port Authority and the Leaseholder expressly deviate from that which is provided for in Section 92, paragraph 2 of Book 6 of the Dutch Civil Code.

ARTICLE 53: Right of superficies for the Leaseholder

1. If the Leaseholder is also granted the right to have structures on or in the land granted under a ground lease, this real right will be considered to be a right of superficies, which will be created together with the leasehold and form an integral part of it and - subject to agreed deviations - will be controlled by these General Terms and Conditions both in respect of the meaning and the revocation of the right.
2. The right of superficies to be granted in paragraph one of this article relates to the entire parcel of land with regard to which the ground lease is created.
3. The Leaseholder must notify the Owner of any creation or change with regard to the granted right of superficies referred to in paragraph one of this article.

ARTICLE 54: Submission of documents

1. If, pursuant to the provisions of the agreement, documents must be submitted to the Owner on a regular basis, the Owner will issue a receipt for this submission, unless the documents have been served by means of a bailiff's notification.
2. If such receipt or bailiff's notification cannot be shown, the submission cannot be invoked against the Owner.
3. The Owner can grant an extension of certain time limits in respect of submission of documents.

ARTICLE 55: Terms

The General Extension of Time Limits Act applies to the terms stated in these General Terms and Conditions.

ARTICLE 56: Rules regarding cancellations and notifications

All notifications and statements pursuant to these General Terms and Conditions and the relevant agreement can legally be made by registered letter, insofar as not stipulated otherwise.

ARTICLE 57: Remedies

Insofar as the provisions stated in the agreement assign any special power to the Owner, this power leaves intact the Owner's right to use or institute all other remedies or claims which are available or accrued to it, insofar as this power is not expressly restricted.

ARTICLE 58: Dutch language

If the General Terms and Conditions and/or the separate agreements are translated, the Dutch text will nevertheless exclusively prevail.

ARTICLE 59: Official title

These General Terms and Conditions are further referred to as "General Terms and Conditions Logistiek Park Moerdijk Havenbedrijf Moerdijk 2017".

Subarea of Logistiek Park Moerdijk



Legenda

- Baaswegstratie Kadaster
- Uitgebaar stand 31-10-2012
- SMV uitgebaar terrein
- SMV uitgebaar terrein extra
- mv_1std terrein
- mv_1std moedijk
- mv_uitgebaar openvlak
- Plangrens LPM stand 31-10-2012

Port of Rotterdam
Port of Moerdijk
Zeeland Seaport
Port of Antwerpen