



## GENERAL TERMS AND CONDITIONS MAMMOET (PROVISION OF EQUIPMENT AND SERVICES)

Deposited at the Chamber of Commerce in Rotterdam  
April 2004

### 1. Preamble

These Terms and Conditions Mammoet have been drawn up for use by the companies belonging to the Mammoet Group for their agreements with their customers concerning equipment and/or services (to be) provided by those companies.

### 2. Definitions

In these General Terms and Conditions Mammoet the following words have the following meanings respectively ascribed thereto:

- 2.1 "General Conditions": these General Terms and Conditions Mammoet (provision of equipment and services);
- 2.2 "Mammoet Group": the group of companies, domiciled both in the Netherlands and elsewhere, directly and/or indirectly affiliated with Mammoet Holding B.V., a company incorporated under Dutch law, with corporate seat and offices in the Netherlands, and any individual company belonging to that group;
- 2.3 "Mammoet": the company, belonging to the Mammoet Group, contracting with a Customer, or wishing to do so;
- 2.4 "Customer": the party contracting equipment and/or services from Mammoet, or wishing to do so;
- 2.5 "Agreement": the specific agreement between Mammoet and the Customer concerning equipment and/or services (to be) provided by Mammoet or by its order, with any and all annexes and/or amendments and/or additions thereto;
- 2.6 "Equipment": the equipment (to be) provided under the Agreement;
- 2.7 "Services": the services (to be) provided under the Agreement;
- 2.8 "Lease": the lease of the Equipment under the Agreement;
- 2.9 "Project": the Lease and/or the Services jointly;
- 2.10 "Project Period": the period of the Project, as agreed upon under the Agreement;
- 2.11 "Variation Order": an order to Mammoet from the Customer for amendments and/or additions to and/or extensions of the Project and/or of the Project Period;
- 2.12 "Work": the construction and/or transportation and/or other activities of the Customer, in respect of which the Customer is leasing the Equipment and/or engaging the Services;
- 2.13 "Load": the object(s) to be moved by and/or for the Customer during the Work;
- 2.14 "Location": the site where the Equipment will be used and/or the Services will be provided;
- 2.15 "Documentation": the drawings, (technical) specifications, designs, calculations, models, prototypes and other documents (to be) provided by Mammoet and/or the Mammoet

- Group to the Customer in respect of and/or in connection with the Project;
- 2.16 "Contract Price": the price for the Project, as agreed upon under the Agreement;
- 2.17 "Extension Compensation": the compensation due by the Customer to Mammoet for any delay, extension and/or excess time in the performance of the Project;
- 2.18 "Party": Mammoet or the Customer, as the case may be;
- 2.19 "Parties": Mammoet and the Customer jointly.

### 3. Applicability

- 3.1 These General Conditions apply to each and every Agreement between Mammoet and the Customer, and to all further agreements resulting therefrom or connected therewith, and to all quotations, offers, letters of intent, orders, confirmations and other documents and acts made and/or done in preparation of and/or prior to and/or in connection with an Agreement.
- 3.2 No terms and conditions of whatever kind and of whatever name of the Customer and/or referred to by the Customer are applicable and any such terms and conditions are hereby explicitly rejected by Mammoet.
- 3.3 These General Conditions form an integral part of each Agreement. In case of conflict between the General Conditions and the contents of the Agreement, then the terms and conditions of the Agreement will prevail.
- 3.4 The most recent version of the General Conditions shall be applicable.

### 4. Special conditions

- 4.1 If Mammoet performs services of a very specific nature, for which type of services standard terms and conditions are customarily in use, then the provisions of such standard terms and conditions will be applicable in addition to these General Conditions, insofar as such standard terms and conditions contain provisions which are very specific to the type of special services (to be) provided and insofar as such standard terms and conditions create specific security for Mammoet and/or contain a more extensive protection and/or limitation of liability for Mammoet.
- 4.2 Such specific standard terms and conditions are especially, but not limited to, standard terms and conditions in respect of transport, forwarding, storage and stevedoring, being in particular:
  - for transport: the terms and conditions as contained in the respective transport documents (e.g. road waybill, air waybill, bill of lading) and/or the standard terms and conditions applicable to the respective type of transport;
  - for forwarding: the most recent version of the Dutch Forwarding Conditions/General Conditions of the Fenex (Netherlands Association for Forwarding and Logistics), deposited at the Registries of the District Courts of Amsterdam and Rotterdam;
  - for storage: the most recent version of the Warehousing Conditions Amsterdam-Rotterdam ("Veecondities Amsterdam-Rotterdam"), deposited at the Registries

of the District Courts of Amsterdam and Rotterdam;

- for stevedoring: the most recent version of the General Conditions of the Association of Rotterdam Stevedores ("Algemene Voorwaarden van de Vereniging van Rotterdamse Stuwadoors"), deposited at the Registry of the District Court of Rotterdam.

- 4.3 In case of conflict between these General Conditions and provisions in standard terms and conditions, as referred to in clauses 4.1 and 4.2 hereof, then the terms and conditions of these General Conditions will prevail, unless the terms and provisions of the standard terms and conditions give Mammoet a more extensive security, protection and/or limitation of liability, in which latter cases the respective provisions of the standard terms and conditions will prevail.

### 5. Offers and acceptance

- 5.1 All quotations and offers from Mammoet, including any brochures, pricelists and/or any other documents presented by Mammoet in preparation of and/or prior to the conclusion of an Agreement, are without engagement.
- 5.2 Each quotation and/or offer is based upon performance by Mammoet under normal circumstances and during normal working hours, unless explicitly set out otherwise.
- 5.3 Each quotation and/or offer from Mammoet relates solely to the Lease and/or the Services, and the extent thereof, as specified therein. It does not contain any allowance for additional work.
- 5.4 An Agreement will only come into force upon confirmation thereof in writing by Mammoet.
- 5.5 No amendment and/or addition to the Agreement or to the General Conditions or to special conditions (as referred to in clauses 4.1 and 4.2 of these General Conditions) will be valid, unless agreed and confirmed in writing by Mammoet.

### 6. Agreement

- 6.1 Mammoet will lease the Equipment to the Customer and/or provide the Services to the Customer as specified in the Agreement.
- 6.2 Unless explicitly agreed otherwise in writing, the Lease will be a bare lease.
- 6.3 If the operation of the Equipment will (wholly or partially) be taken care of by Mammoet, the Agreement will explicitly mention same and will explicitly specify which related services and/or materials and/or items will be supplied by Mammoet.
- 6.4 More in particular, but without being limited thereto, Mammoet will not – unless explicitly agreed otherwise in writing – take care of nor be responsible for personnel (operating the Equipment



or otherwise), mobilisation and demobilisation of the Equipment, including transport of the Equipment or personnel, assembling and dismantling of the Equipment, fuel and lubricants, engineering, protection, guarding and security, surveillance, and any locally prescribed obligations in respect of and in connection with Project.

## 7. Equipment

- 7.1 The Equipment is only to be used at the Location and only for the Work. No other use is permitted.
- 7.2 The Customer recognises that full title to and property in the Equipment is held by and shall at all times remain with Mammoet and/or the Mammoet Group and/or Mammoet's supplier(s) and/or Mammoet's subcontractor(s).
- 7.3 The Customer is not in any way entitled to lease or sublease the Equipment and/or to grant any rights, of whatever nature, to or in the Equipment to any party.
- 7.4 The Customer is obliged to take good care of the Equipment and to use the Equipment diligently. The Customer is responsible and liable to Mammoet for any defects and damages caused to the Equipment during the Project Period.
- 7.5 If necessary during the Project Period, Mammoet will take care of repair and maintenance of the Equipment. The Customer may not, without explicit permission in writing from Mammoet, take care of such repair and/or maintenance. If repair and/or maintenance is necessary due to acts and/or omissions, including improper handling, by the Customer, then the costs or repair and/or maintenance, including – but not limited to – costs of labour, materials, travelling expenses and transportation costs, are for the Customer's account.
- 7.6. At the end of the Project Period, or immediately upon the termination of the Lease if that is earlier, the Customer will – at its cost - return the Equipment to Mammoet at the ocean accessible international port nearest to the Location or at such other location as to be agreed in writing between parties. The Equipment must be returned in good and workable condition.

## 8. Personnel

- 8.1 If personnel is provided by the Customer, the Customer will ensure that the personnel it instructs and/or engages to operate the Equipment is fully qualified to do so.
- 8.2 The Customer is fully responsible for all acts and omissions of such personnel, whether in the Customer's employment or not.
- 8.3 If personnel is provided by Mammoet then, for the purposes of the Agreement, such personnel will be considered to be a representative of the Customer while acting pursuant to the Customer's directions. However, the Customer will have no responsibility for the payment of wages or benefits to personnel provided by Mammoet.
- 8.4 Nothing in the Agreement and/or in the execution thereof, and nothing in the relationship between Parties, can be deemed to construe an employment or other

relationship of persons, employed by or contracted by the one Party, with the other Party.

## 9. Contract Price

- 9.1 The Contract Price is based upon performance under normal circumstances and under normal working conditions
- 9.2 The Contract Price is based upon the Project Period, excluding extensions, and upon normal working hours per day and per week. If the Project Period is extended and/or if the Equipment is used and/or the Services are rendered in excess of the normal working hours per day and/or per week, then the Contract Price will be increased with the Extension Compensation set out in the Agreement, or proportionately, if no specific Extension Compensation has been agreed upon.
- 9.3 Unless explicitly otherwise agreed in writing, the Contract Price is "ex works".
- 9.4 The Contract Price is exclusive of VAT and does not include any and all taxes, charges, fines and/or penalties levied by government and/or other authorities in respect of and/or in connection with the Project (with the exception of Mammoet's corporate and/or other income tax).
- 9.5 Any and all taxes, charges, fines and/or penalties as referred to in clause 9.4 hereof are and will be for the account of the Customer, whether payable by Mammoet or the Customer. If and insofar as such taxes, charges, fines and/or penalties have been charged to and/or paid by Mammoet, the Customer will reimburse Mammoet in full therefor.
- 9.6 If one or more elements of the Contract Price, upon which Mammoet and/or the Mammoet Group has no influence, are subject to an increase after the date of entering into the Agreement – even if this occurs due to foreseeable circumstances – Mammoet is entitled to increase the Contract Price accordingly.
- 9.7 The Contract Price does not include the price for lease, services, materials and/or items not specifically mentioned in the Agreement, nor the price for any and all amendments, additions and/or extensions to and/or of the Project. Mammoet will charge the Customer additionally therefor.
- 9.8 The provisions of this paragraph 9 also apply to the price for any and all amendments, additions and/or extensions, whether included in Variation Orders or otherwise.
- ## 10. Variation Orders
- 10.1 The Customer may present Variation Orders in writing to Mammoet. No Variation Order will be binding upon Mammoet unless accepted by Mammoet in writing. Mammoet is not obliged to accept a Variation Order.
- 10.2 Mammoet will charge the Customer additionally for any and all amendments, additions and/or extensions to and/or of the Project as a result of a Variation Order. Failing an agreement in writing between Parties on the price for such amendments, additions and/or extensions, Mammoet will be entitled to charge additionally according to its own calculations.

- 10.3 The provisions of this paragraph 10 are without prejudice to the generality of the provisions of paragraph 9 of these General Conditions.

## 11. Payment

- 11.1 Payment must be made by the Customer within the payment period set out in the invoice or, if no payment date is mentioned, within 30 (thirty) days from the date of the invoice.
- 11.2 Payment must be made without any deduction or setting off or withholding of any nature into a bank account designated by Mammoet.
- 11.3 In the event that the Customer has not made payment ultimately on the due date, the Customer will be in default, without any notice of default being required, and the Customer will be obliged to pay Mammoet a default interest of 1,5% per month on the amounts due as from the respective due date.
- 11.4 In the event of payment default by the Customer, all costs and expenses (including full legal expenses, both in and out of court) incurred by Mammoet in respect of the collection of the amount due, are for the account of the Customer.
- 11.5 Mammoet is at all times entitled to request the Customer to pay (wholly or partially) in advance or to supply adequate security for its present and future payment obligations to Mammoet. If the Customer, upon request of Mammoet, fails to pay in advance or to supply such adequate security, Mammoet will be entitled to wholly or partially terminate or suspend the Agreement with immediate effect.

## 12. Insurance

- 12.1 Mammoet shall take out and maintain during the existence of the Agreement a liability insurance with a limit of Euro 2.5 million (two million five hundred thousand Euro) per occurrence for property damage and personal injury caused by the Equipment and/or Services rendered by (personnel and/or subcontractors of) Mammoet.
- 12.2 The Customer shall take out and maintain during the existence of the Agreement and the Project a construction all risks insurance or an equivalent insurance, adequately covering at least physical loss, property damage and personal injury caused during and/or by the Work and/or the Load and/or by operation of the Equipment by or under the responsibility of (personnel of) the Customer and/or subcontractors of the Customer, both at the Location and/or during transportation.
- 12.3 Each insurance policy, taken out in accordance with clauses 12.1 and 12.2 hereof, shall be effective at least from the start of the Project and shall expire not earlier than completion of the



- Project or return of the Equipment to Mammoet, whichever is later.
- 12.4 Each insurance policy, taken out in accordance with clauses 12.1 and 12.2 hereof, shall state that the other Party and its subcontractors are co-insured and shall state that insurers waive any right of subrogation against the other Party and/or any of its officers and/or employees and/or subcontractors and/or agents and/or affiliated companies.
- 12.5 Each Party shall, upon request, supply to the other Party a copy of the insurance policies and/or other sufficient proof of the existence of insurance (policies) in accordance with the provisions of this paragraph 12.
- 12.6 Each Party shall promptly notify the other Party if and when a Party receives a claim from a third party, which that Party assumes to be covered by the insurance taken out by the other Party in accordance with this paragraph 12. The other Party will present the claim to its insurance company as soon as reasonably possible. Parties will cooperate whenever necessary in respect of the presentation and handling of an insurance claim.
- 13. General obligations of Customer**
- 13.1 The Customer is responsible for providing and shall provide all permits, licenses and other permissions necessary for the Project.
- 13.2 The Customer will ensure that the Location is properly accessible, that the Equipment can be mobilised properly and safely and that the Project can commence at the agreed date and can be carried out without interruption or hindrance.
- 13.3 The Customer will ensure that the working conditions at the Location, especially in respect of safety and health, are good and fully in accordance with the required standards and fully meet the local regulatory requirements.
- 13.4 The Customer shall comply with all laws, regulations, ordinances and/or other regulatory requirements and instructions of governments and/or other authorities in respect of and in connection with the Project.
- 13.5 The Customer shall, at no charge, provide Mammoet with all assistance Mammoet reasonably requires for its performance, such as – but not limited to – auxiliary personnel and/or equipment and/or means.
- 13.6 The Customer is fully responsible for any and all (auxiliary) personnel and/or equipment and/or means it may supply in supporting Mammoet's Services.
- 13.7 The Customer shall, at no charge, provide Mammoet with any information reasonably required in connection with the performance by Mammoet, such as – but not limited to – relevant technical documentation.
- 14. Documentation and information**
- 14.1 All Documentation is and shall remain the property of Mammoet and/or the Mammoet Group and all intellectual property rights therein are and shall remain vested in Mammoet and/or the Mammoet Group.
- 14.2 Documentation may not be copied and/or reproduced and/or provided to third parties in whatever manner and must be returned by the Customer to Mammoet at Mammoet's first request and ultimately upon the termination of the Project.
- 14.3 The Customer shall keep the Documentation and any information received from Mammoet and/or the Mammoet Group strictly confidential, and shall use the Documentation and information solely in respect of the execution of its obligations under the Agreement.
- 15. Performance**
- 15.1 Mammoet may at any time have the Project performed, either in part or in its entirety, by subcontractors and/or third parties. The provisions in these General Conditions in respect of Mammoet apply equally to any such subcontractors and/or third parties.
- 15.2 Unless a specific result has been agreed upon in writing, the sole obligation of Mammoet will be to perform to its best ability and best endeavour.
- 15.3 All times, time schedules or periods for the performance by Mammoet, contained in the Agreement, Variation Order, or otherwise agreed between parties, shall be an estimate only and shall not be binding upon Mammoet. If, however, a time or period has been agreed upon explicitly as binding, then (a) such time or period will not commence until the Customer has fulfilled all its obligations, including payment of all amounts due and supplying of such advance payment and/or security as requested by Mammoet, and will not commence until any and all other preconditions have been fulfilled, and (b) such time or period will be suspended during any period that the Customer has ceased to fulfil its obligations and any period that any preconditions are not being fulfilled.
- 16. Delay**
- 16.1 In the event that the commencement or continuation of the Project, or the returning of the Equipment to Mammoet, is delayed due to circumstances for which the Customer is responsible or due to a Force Majeure occurrence, the Contract Price will be increased with the Extension Compensation set out in the Agreement or proportionately, if no specific Extension Compensation has been agreed upon.
- 16.2 In the event that the starting or continuation of the Project is delayed, due to circumstances for which Mammoet is responsible, the Customer will have no other remedy than termination of the Agreement in accordance with paragraph 20 of these General Conditions, unless a specific delay compensation has been agreed upon in writing.
- 17. Reporting and complaints**
- 17.1 If Mammoet provides Equipment to the Customer, the Customer is obliged to check the condition of the Equipment immediately upon receipt. Any visible defects must be reported in writing by the Customer to Mammoet immediately after receipt of the Equipment, failing which the Customer will be deemed to have received the Equipment without any visible defects.
- 17.2 In addition to the provision of clause 17.1 hereof, the Customer is obliged to report in writing to Mammoet each and every defect of and/or damage to the Equipment immediately after such defect and/or damage has been observed by or reported to the Customer. Failure to do so makes the Customer liable to Mammoet for all costs and damages incurred by Mammoet due to such failure.
- 17.3 Complaints in respect of Services rendered by Mammoet and/or performance by Mammoet must be lodged in writing by the Customer to Mammoet immediately upon the occurrence of the respective Service or performance, failing which it will be deemed that no grievance in respect of Services and/or performance by Mammoet exists.
- 17.4 Complaints in respect of invoices sent by Mammoet to the Customer must be lodged in writing by the Customer to Mammoet within 14 (fourteen) days after the date of the invoice, failing which it will be deemed that the Customer accepts the invoice.
- 17.5 Notwithstanding the Customer's obligations as set out in clauses 17.1, 17.2, 17.3 and 17.4 hereof, the Customer is obliged to lodge any complaint in respect of the Equipment and/or the Services and/or performance ultimately either (a) within 14 (fourteen) days after termination of the Project or (b) on the date that the Customer returns Equipment, if any, to Mammoet, whichever date is the earliest, failing which the Customer will be deemed to have approved the full and proper performance by Mammoet.
- 18. Force Majeure**
- 18.1 Force Majeure shall be understood to refer to circumstances, conditions and/or events, which are beyond control of either Party, occurring in the absence of any fault of negligence of any Party and which can not be avoided or prevented through the adoption of reasonable measures, which temporarily or permanently prevent the performance of any obligation (with the exception of payment obligations) under the Agreement, such as strikes and labour disturbances, mutinies, quarantines, epidemics, wars (whether declared or undeclared), acts of terrorism, blockades, embargo's, riots, civil disturbances, civil wars, fires, storms and/or other weather conditions and/or other acts of nature, provided that no cause has been given and no contribution has been made to said events.
- 18.2 In the event that the performance of obligations under the Agreement is temporarily prevented due to a Force Majeure occurrence, the Force Majeure occurrence will only have the effect of deferring the performance of those obligations (excluding payment



- obligations), and shall not serve as an excuse for breaching the Agreement.
- 18.3 In the event that the performance of any of the Customer's obligations under the Agreement is temporarily prevented due to a Force Majeure occurrence, Mammoet may temporarily suspend its own performance or part thereof.
- 18.4 In the event that the performance of obligations under the Agreement is permanently prevented due to a Force Majeure occurrence, or is temporarily prevented due to a Force Majeure occurrence for a period anticipated to be at least 60 (sixty) days, then either Party is entitled to terminate the Agreement in accordance with paragraph 20 of these General Conditions.
- 19. Liability and indemnification**
- 19.1 Mammoet's liability is limited to (a) the liability covered by Mammoet's liability insurance referred to in clause 12.1 of these General Conditions, or (b) the maximum liability included in the special conditions referred to in clauses 4.1 and 4.2 of these General Conditions, whichever is the least.
- 19.2 In any event Mammoet is not liable for any occurrence, loss, costs or damages, which is/are or should be covered by the Customer's insurance.
- 19.3 In no event will Mammoet be liable for any loss, costs or damages due to delay in the performance by Mammoet, except for a delay compensation as referred to in clause 16.2 of these General Conditions, if agreed upon.
- 19.4 In no event will Mammoet be liable for any loss of profit, loss of use, loss of contracts and/or any other consequential and/or economic and/or indirect loss and/or damages and/or for multiple damages and/or for punitive damages.
- 19.5 The provisions of this paragraph 19 are also stipulated on behalf of the Mammoet Group and on behalf of the employees, officers, subcontractors and agents of Mammoet and of the Mammoet Group.
- 19.6 The Customer shall indemnify, defend and hold harmless Mammoet, and all other parties referred to in clause 19.5 hereof, from and against all claims, demands, actions and proceedings asserted and/or instituted against Mammoet and/or such other parties for any occurrence, loss, costs, penalties or damages, for which the Customer is liable.
- 20. Suspension and termination**
- 20.1 Mammoet may temporarily suspend its performance, or part thereof, if the Customer has not fulfilled any of its obligations, or has ceased to fulfil any of its obligations, including payment of any amount due and supplying of such advance payment and/or security as requested by Mammoet, and/or otherwise in the event of default or anticipated default by the Customer, without any prior notification being necessary.
- 20.2 In case of suspension of the performance by Mammoet, in accordance with clause 20.1 hereof, the Contract Price will, for the period of suspension and/or for delays and extensions due to the suspension, be increased with the Extension Compensation set out in the Agreement or proportionately, if no specific Extension Compensation has been agreed upon.
- 20.3 Mammoet will be entitled to cancel and/or terminate the Agreement with immediate effect, without having to take the matter to court or arbitration, and without being obliged to pay any compensation to the Customer, in the event of any of the following occurrences:
- in the events and circumstances referred to in clause 20.1 hereof, after having put the Customer on notice with a notice period of 10 (ten) days, if the Customer has failed to perform in accordance with the notice and within the time set;
  - if the Customer goes into bankruptcy or liquidation, whether compulsory or voluntary, or requests or is granted (temporary) suspension of payment or otherwise has a receiver appointed over its business or assets, without any prior notification being necessary.
- 20.4 Other than as provided for in clause 20.5 hereof, the Customer will not be entitled to terminate the Agreement unless the commencement or continuation of the performance by Mammoet is delayed, due to circumstances for which Mammoet is responsible, for a period of at least 60 (sixty) days.
- 20.5 Both Mammoet and the Customer may terminate the Agreement in the event of a Force Majeure occurrence, which prevents the performance under the Agreement permanently or temporarily for a period anticipated to be at least 60 (sixty) days, with a notice period of 10 (ten) days. Such notice may only be given after the respective Force Majeure occurrence has continued for at least 30 (thirty) consecutive days.
- 20.6 In the event that the Customer cancels or terminates the Agreement – other than as provided for in clauses 20.4 and 20.5 hereof – it will be fully liable to Mammoet for all damages sustained and/or to be sustained by Mammoet as a result thereof, especially including, but not limited to, loss of profit, loss of use, loss of contracts and/or any other consequential and/or economic and/or indirect loss and/or damages.
- 21. Applicable law and disputes**
- 21.1 The Agreement, and any further agreements resulting therefrom, including any question regarding the existence, validity or termination thereof, shall exclusively be governed by and construed in accordance with Dutch law.
- 21.2 All disputes arising in connection with the Agreement, or any further agreements resulting therefrom, including any question regarding the existence, validity or termination thereof, shall be submitted to the exclusive jurisdiction of the District Court (Rechtbank) of Rotterdam, Netherlands, or at Mammoet's absolute discretion – only in case of submission of a dispute by Mammoet against the Customer – to the court having jurisdiction in the country of the place of domiciliation and/or business of the Customer.
- 22. Extinction of rights**
- 22.1 Any and all rights of the Customer shall expire if the Customer has not brought an action against Mammoet within 6 (six) months after the Project has ended.
- 23. Miscellaneous**
- 23.1 Any agreement and/or approval and/or confirmation in writing from Mammoet as referred to in these General Conditions will only be valid and binding upon Mammoet if signed by an authorised representative of Mammoet.
- 23.2 Unless explicitly agreed otherwise in writing, the Customer is not entitled to assign and/or transfer any of its rights and/or obligations under the Agreement to a third party.
- 23.3 If Mammoet does not exercise any right it may have under the Agreement, this shall not be construed as any waiver of such a right.
- 23.4 No waiver of any term of Agreement or of the General Conditions or of special conditions by Mammoet shall be deemed to be a further or continuing waiver of any other term thereof.
- 23.5 Mammoet will be entitled to shorten periods of notification – for itself and/or for the Customer – provided for in these General Conditions, in case of urgency and/or emergency.
- 23.6 The headings of these General Conditions are for convenience only and shall not effect the interpretation thereof.
- 23.7 If any provision or part of the Agreement or of these General Conditions is rendered void or unenforceable, for whatever reason, then it shall be void and unenforceable to that extent only and no further. Any such void or unenforceable part of the Agreement or of the General Conditions will be (deemed to be) replaced by provisions, which are neither void nor unenforceable and which differ as little as possible – in view of the aims of the Agreement and the General Conditions and the relevant provisions – from the void and/or unenforceable provisions.