

Netherlands Ministry of Defence
Defence Materiel Organisation
Directorate of Material Logistics
p/a De Kromhout Kazerne
Herculeslaan 1
3584 AB Utrecht (NL)



Date: 01 september 2020
Subject: Force Majeure Update
Cor. number: 2004

Dear Art. 10 (2) (e)

Subject to our letter of April 28, 2020, we would like to provide you with an update here as well as new facts about the Force Majeure invoked by us.

Over the past few months, we have collected data about our suppliers but also our own organization, what the exact impact is by COVID-19 on our CLT project.

We have come to the conclusion that despite the fact that the suppliers all continue to deliver reasonably within time and we also have enough space in our factory to produce, we still detect delays in the process and huge backlog with freight from around the world which means that we are more than 3 months late in our planning as it within the current parameters.

The impact begins with the limitation of travel, undersigned, but also our maintenance manager would travel to Canada several times during the construction of the test model to supervise the design and also be present during the construction of the test model. Liftking is more than capable of doing this, but not being able to switch immediately and consult has led to minor problems, which means that we have lost valuable time in consultation and making technical details clear to each other.

In the meantime, we have also made an inventory of the suppliers, where in particular these have been at a standstill for 3 months and where the stock is under pressure, as well as the development and technical support. At first we received the reports that no delays were to be expected, but due to the large wave of reorganisations at these companies as a precaution for the future, we notice that factories also produce less and delivery times are increasing.

The CDR and consultation with you as a customer was also difficult, not only due to changes within your organization, but also not being able to meet each other physically and "getting used" to meeting through Teams took time.

At the moment we have reached the point where there has been a CDR for both the CLT and the Spreader and we are both going to supply a test product. The FVT and review of the plans is in full swing. As soon as we have approved the last FVT this or next week, we can also update the PRP.

Effect on delivery: Art. 10 (2) (g)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Due to these circumstances we still remain on the position that we rightfully can invoke:

ARTICLE 19: NON-IMPUTABLE FAILURES (FORCE MAJEURE)

To the extent that a failure to perform an obligation cannot be imputed to the Supplier, he shall not be in default nor be liable for damages nor owe any penalty, provided that he has notified the State of the failure and the reason thereof without delay and in any case within the period agreed for the performance of the obligation.

Hoping that you have sufficiently informed us and are available for further explanation,

With kind regards,

Art. 10 (2) (e)

Project Manager LiSa