

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



Date: 08 April 2020
Subject: Project Container Lifting Trucks

Dear Art. 10 (2) (e)

We like to inform you that we have difficulties to keep the timelines we have agreed in the delivery contract and PRP of 27-01-20.

At this moment it looks we can keep the timeline for the 2 test models and testing, but need to make a strong reservation for this also due to the Covid-19 pandemic and given current restrictions and the one we cannot predict.

A greater problem seems to occur for our production units 3 till 68 due to Art. 10 (1) (c) are in a full or partial lockdown and producing much lower quantities or none at the moment.

Due to these circumstances we want to 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.

This means we probably can hold our contractual agreed timelines for the 2 test models but cannot do so for the agreed production models in December 2020 and later in 2021 as it looks now. We will do all the necessary things so we can to make the milestones, but need to be realistic and we must make these reservations due to force majeure.

We would suggest to update you biweekly per Email and adjust the PRP also at this stage biweekly.

With kind regards.

Art. 10 (2) (e)