

GENERAL TERMS AND CONDITIONS

1. General

- 1.1. The following terms shall have the following meanings:
 - (a) **Client:** Any (legal) entity that enters into an agreement with the Contractor;
 - (b) **Contractor:** Best4Logistics B.V. and its legal successor(s) (the user of these general terms and conditions);
 - (c) **Service(s):** The management of transport in the broadest sense, forwarding, and other services (as specified in the agreement) for the Client.
- 1.2. The Contractor shall be entitled to unilaterally amend these general terms and conditions without the Client's consent, by providing the Client with the revised general terms and conditions.

2. Applicability

- 2.1. These general terms and conditions apply to all offers, quotations, assignments, and agreements of the Contractor, as well as to all legal acts, deliveries, activities, and Services performed by the Contractor.
- 2.2. If and insofar as the Services pertain to forwarding, the Dutch Forwarding Conditions 2018 (*Nederlandse Expeditievoorwaarden 2018*) of the Netherlands Association for Forwarding and Logistics (*Nederlandse Organisatie voor Expeditie en Logistiek*), as filed with the district courts of Rotterdam and Amsterdam on May 1, 2018 (attached as *Schedule 1 – Dutch Forwarding Conditions 2018*), shall apply in addition to these general terms and conditions. In the event of any conflict between these general terms and conditions and the Dutch Forwarding Conditions 2018 (*Nederlandse Expeditievoorwaarden 2018*), these general terms and conditions shall prevail.
- 2.3. Any reference by the Client to its own (general) terms and conditions is expressly rejected by the Contractor.
- 2.4. Deviations from and/or additions to these general terms and conditions shall only be binding on the Contractor if agreed upon in writing.
- 2.5. If one or more provisions of these general terms and conditions are found to be contrary to the law, the remaining provisions shall remain in full force and effect.
- 2.6. In the event of any conflict between the content of the agreement concluded between the Client and the Contractor and these general terms and conditions, the provisions of the agreement shall prevail.
- 2.7. If the Contractor does not always require strict compliance with these general terms and conditions, this shall not mean that these general terms and conditions do not apply or that the Contractor has waived its right to require strict compliance in other cases.

3. Offers, changes and cancellations

- 3.1. All offers are non-binding, unless a deadline for acceptance is specified, in which case the offer shall expire upon the expiration of this deadline.
- 3.2. The scope of the work in an agreement is defined in the offer or in the agreement.
- 3.3. Changes and/or commitments made by the Contractor after the offer, whether oral or written, constitute a new offer, which renders the previous offer void.
- 3.4. If the Client's acceptance deviates from the offer, this shall be considered a new offer from the Client and a rejection of the entire original offer, even if the deviation pertains only to minor points.
- 3.5. The Contractor reserves the right to terminate this agreement within 48 hours after its conclusion. In such a case, the Client is not entitled to any compensation.
- 3.6. The data and documents from the Contractor's records shall serve as conclusive evidence.

4. Prices

- 4.1. The prices quoted by the Contractor are exclusive of VAT and/or other government charges and/or other (third-

party) costs and/or the execution of the agreement, unless agreed otherwise in writing.

- 4.2. No rights can be derived from the prices listed by the Contractor on its website or otherwise.
- 4.3. The prices quoted by the Contractor are expressed in euros or in another currency as agreed with the Contractor. Any exchange rate differences shall be borne by the Client, unless agreed otherwise in writing.
- 4.4. If the payment term specified in article 6.1 is exceeded, the Contractor reserves the right to charge any exchange rate differences through a proportional price increase.
- 4.5. The Contractor reserves the right to charge a proportional price increase to the Client if, after the conclusion of the agreement, there is an unforeseen increase in one or more price-determining factors and/or statutory charges and/or the Services Index (*Dienstenprijsindex, DPI*) warrants such an increase.
- 4.6. The Contractor is entitled to adjust the fees, prices, and rates stated in any agreement to reflect an increase in the cost price of the services offered by the Contractor, unless expressly stated otherwise in writing. Adjustments may also be based on the Services Index (*Dienstenprijsindex, DPI*).
- 4.7. In the case of work extending over a period of more than one calendar year, the Contractor is entitled—without prior written notice—to increase the agreed rate as of January 1st of each calendar year by the inflation percentage of the previous year and/or based on the Services Index (*Dienstenprijsindex, DPI*).
- 4.8. Price increases resulting from additions to and/or changes in the agreement shall be borne by the Client.
- 4.9. Costs incurred because the Client fails to enable the execution of the agreement and/or due to circumstances attributable to the Client that have caused the Contractor to incur costs, will be passed on to the Client by the Contractor.
- 4.10. The Contractor is not liable for any errors in the texts of printed material, (online) advertisements, and/or other forms of marketing communication.

5. Cancellation and termination of the agreement

- 5.1. If the Client cancels the agreement after a period of 7 days from the conclusion of the agreement or the acceptance of the Contractor's offer, the Client shall owe a cancellation fee of 20% of the net invoice amount. This is without prejudice to the Contractor's right to claim additional compensation if the incurred costs exceed the deposit amount.
- 5.2. The Contractor is entitled to terminate the agreement or any part thereof, without prior notice of default and without judicial intervention.

6. Payment

- 6.1. The Client is obligated to pay all invoices within 30 days of the invoice date, unless explicitly agreed otherwise in writing.
- 6.2. Within 7 days after the conclusion of the agreement, the Client is required to make a deposit of at least 25% of the total amount, unless agreed otherwise in writing or if the Contractor decides that a deposit is not required.
- 6.3. In the event of non-payment (or late payment), the Contractor is entitled to suspend the performance of its obligations.
- 6.4. Payments made by the Client will always first be applied to the outstanding interest and costs, and subsequently to the longest outstanding claims arising from the agreement, regardless of whether the Client has indicated that the payment relates to another claim.
- 6.5. In the event of (a petition for) liquidation, insolvency, bankruptcy, or a suspension of payments of the Client, all claims of the Contractor against the Client, regardless of nature, shall become immediately due and payable.
- 6.6. Unless otherwise agreed in writing, all payments by the Client must be made without any (form of) deduction, discount, suspension, or set-off.

6.7. In the case of non-payment or late payment, statutory interest is due from the due date, without the need for a notice of default, as well as all costs associated with collection. All extrajudicial and judicial costs incurred by the Contractor, including any costs exceeding the liquidation rate as applied by the judicial authorities, resulting from the non-payment or late payment by the Client, shall be borne by the Client. The extrajudicial costs amount to at least 15% of the net invoice amount owed by the Client, with a minimum of EUR 150 plus administrative costs.

6.8. The Contractor is entitled to request security from the Client at any time regarding the timely and full compliance with its payment obligations under the agreement. If the requested security is not provided, the Contractor is entitled to suspend the performance of the agreement until the requested security is provided.

7. Complaints

7.1. No Service, performance, information, advice, or delivery time provided by the Contractor, its employees, or subcontractors constitutes a guarantee.

7.2. Stated delivery times are always indicative and should never be considered as final deadlines. "Delivery time" also refers to the time needed for providing advice (the Services).

7.3. If the Client submits a complaint, the Contractor will assess the complaint and, if necessary, address it in accordance with the relevant provisions in the agreement. All complaints must be submitted via info@best4logistics.com.

7.4. Complaints regarding the Services or invoiced amounts must be reported in writing with a detailed description of the facts related to the complaint to the Contractor within 10 working days after the performance of the Services or after receipt of the invoice. Failure to make such a report will be deemed as the Client's unconditional acceptance of the invoiced amounts and Services.

7.5. The right to file a complaint expires, and there will be no attributable failure on the part of the Contractor, if the Client has not complained within the period mentioned in article 7.4 and/or the Client has not given the Contractor the opportunity to remedy the defects and/or shortcomings, and in any case, no later than one year after the subject of the complaint became known to the Client or should reasonably have been known, and/or if the Client has not initiated legal proceedings within three months of the date of a notice of default.

7.6. Complaints cannot be submitted if:

- (a) The damage was caused by the negligence of the Client or if the Client acted contrary to the instructions, guidelines, and advice of the Contractor; and/or
- (b) The Client has failed to comply with any obligation to the Contractor, even if this is not (directly) related.

7.7. Submitting a complaint does not suspend the Client's obligation to make payment.

7.8. If a complaint that does not fall under the above cases is still processed, it will be done entirely on a voluntary basis, and the Client cannot derive any rights from it.

8. Termination, suspension and set-off

8.1. If the Client fails to fulfil any obligation under an agreement with the Contractor, despite a notice of default with a reasonable term, or in the event of (a petition for) suspension of payments, bankruptcy, receivership, or liquidation of the Client's business, the Contractor is entitled to terminate the agreement in whole or in part without further notice of default and without judicial intervention. In such a case, the full deposit will be retained as a cancellation fee and will not be refunded, without prejudice to the Contractor's right to claim additional compensation if the incurred costs (including delivery, storage, insurance, and parking costs) exceed the amount of the deposit.

8.2. As a result of the termination, all claims against the Client become immediately due and payable, without the Contractor being liable for any compensation or warranty payments. The Client is liable for the damages suffered by the Contractor, including interest and lost profits.

8.3. The Contractor is entitled to suspend the performance of its obligations if the Client fails to fulfil any obligation or if circumstances that have come to the Contractor's attention reasonably give rise to a fear that the Client will not fulfil its obligations, unless mandatory legal provisions prevent the Contractor from doing so.

8.4. The Contractor is entitled to set-off.

9. (Other) obligations of the Client

9.1. The Client is deemed to provide all necessary information, documents, and data in a timely manner that the Contractor needs for the performance of the Services, and to inform the Contractor of any changes or developments occurring during the execution of the assignment/agreement.

9.2. The Client agrees that in the case of oral advice, the interpretation of the question or the advice (the Services) may be incorrect, and the risk of any incorrect interpretation of the question or advice is the Client's responsibility.

9.3. The Client ensures that its employees and all specific resources related to the successful execution of the Services/agreement are of an adequate level and are made fully available on time.

9.4. The Contractor is not liable for any loss or damage arising from shortcomings as outlined in this article 9.

10. Force majeure

10.1. In the event of force majeure causing delay or preventing the performance of the agreement, the Contractor has the right to terminate the agreement in writing, without the Client being entitled to any compensation.

10.2. Force majeure, as mentioned in this article 10, refers to any circumstance beyond the control of the Contractor – even if foreseeable at the time of entering into the agreement – that temporarily or permanently hinders the Contractor's performance of the agreement, including, but not limited to, war, threat of war, civil war, epidemics or pandemics, civil unrest, strikes, lock-outs, extreme absenteeism due to illness of personnel, government measures, fire, and other serious disruptions to the Contractor's operations and/or those of its suppliers.

11. Liability

11.1. Except in cases of intentional misconduct or gross negligence by the Contractor or its management personnel (including supervisory subordinates), the Contractor shall never be liable for any direct or indirect damage, regardless of whether the claim is based on an agreement with the Contractor, tort, or otherwise.

11.2. In the event that the Contractor is liable for any damage, the liability of the Contractor shall always be limited to direct damage to property or persons and shall never cover business loss or other consequential damage, including loss of income.

11.3. In the event that the Contractor is liable for any damage, the liability of the Contractor is further limited to the price paid by the Client for the Services, or the amount paid by the Client for the assignment.

11.4. If the Contractor believes there are sufficient grounds that would lead to the above-mentioned provisions in this article 11 not being applicable, the liability of the Contractor shall at all times be limited to that damage and at most to the amount for which the Contractor is insured, or that which would reasonably have been insured according to industry standards.

11.5. The Client is obligated to indemnify or compensate the Contractor for all third-party claims for damages, costs, fines, penalties, or interest for which the liability of the Contractor in connection with the Client is excluded according to these general terms and conditions.

- 11.6. The Contractor is never liable for damage caused by work related to the Services, but which does not form part of the Contractor's normal work, and which is performed by the Contractor as a service at the explicit request of the Client. Such work is carried out at the Client's expense and risk. Nor is the Contractor liable for damage resulting from errors in free advice.

12. Advice

- 12.1. The Client may not derive any rights from advice and information received from the Contractor, unless it directly relates to the assignment/Services.
- 12.2. Advice from the Contractor does not relieve the Client from the obligation to verify and conduct research independently.
- 12.3. If the Contractor seeks advice from third parties, such advice is always provided under the responsibility of those third parties.

13. Intellectual property rights

- 13.1. All intellectual property rights and rights related to the Services, including advice, procedures, (model) agreements, belong to the Contractor, unless these rights have already been assigned to third parties.
- 13.2. Except with prior written consent from the Contractor, the Client is not entitled, either independently or through the involvement of third parties, to reproduce, publish, or exploit the rights referred to in article 13.1.

14. Confidentiality

- 14.1. The parties mutually commit to strict confidentiality regarding all confidential information obtained in the context of the Services. Confidential information includes all non-public data, including business strategies, customer data, and technical knowledge. The parties will not share this information with third parties, nor use it for purposes other than those agreed upon.
- 14.2. The confidentiality obligation referred to in article 14.1 remains in effect even after the termination of the agreement.

15. Privacy

- 15.1. The parties are obligated to provide each other with all reasonable assistance in a timely manner to enable the Contractor, respectively the Client, to fulfil its obligations under applicable privacy legislation.
- 15.2. In the execution of the Services/agreement, and for purposes reasonably related or further agreed upon, data of the Client or third parties will be processed and stored by the Contractor in its systems. To the extent necessary for the performance of its work and the Services, and in accordance with the agreement between the parties, the Contractor is also authorized to provide this data to third parties. In processing personal data of third parties, the Contractor has no control over the purposes and means of the processing of personal data and will not make independent decisions about receiving, using, providing to third parties, or the retention period of personal data.
- 15.3. To the extent that it concerns the processing of personal data, such processing is done within the meaning of the General Data Protection Regulation (GDPR). Personal data will only be provided to third parties if this is necessary for delivering the Services or if there is a legal obligation to do so. The Contractor may perform the agreement, provide optimal service, and timely inform the Client and provide personalized offers based on this processing. If it concerns the processing of personal data for direct mail purposes, any objection made by the Client to the Contractor will be respected.

16. Applicable law and disputes

- 16.1. The provisions of any (future) international regulations shall not apply, unless otherwise agreed in writing.
- 16.2. All agreements to which these general terms and conditions apply, in whole or in part, shall be governed by Dutch law.
- 16.3. Any disputes arising from or related to the agreement shall, insofar as mandatory provisions are not

incompatible, be exclusively submitted to the competent court in East Brabant, unless the Contractor, as plaintiff or petitioner, chooses the competent court of the Client's place of residence or registered office.

SCHEDULE 1 – DUTCH FORWARDING CONDITIONS 2018



DUTCH FORWARDING CONDITIONS

May 1st 2018

as lodged by FENEX with the Clerks of the District Courts of Amsterdam under number 23/2018 and
Rotterdam under number 16/2018

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Definitions

Article 1. Definitions

In these Conditions, the following terms shall have the following meanings:

1. **Third party/parties:** all of those persons, who are not employees, with whom the Freight Forwarder has an undertaking on behalf of the Client, irrespective of whether the Freight Forwarder has the undertaking in its own name or in the name of the Client;
2. **Services:** all activities and work, in any form and by whatever name, including those performed by the Freight Forwarder for or on behalf of the Client;
3. **Freight Forwarder:** the natural or legal person who performs Services on behalf of the Client and who uses these Conditions; this person is not exclusively understood to be the Freight Forwarder referred to in Book 8 of the Dutch Civil Code;
4. **Client:** every natural or legal person who provides the Freight Forwarder with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment;
5. **Agreement:** the agreement entered into by the Freight Forwarder and Client in respect of the Services to be performed by the Freight Forwarder, of which these Conditions form part;
6. **Force majeure:** all circumstances that the Freight Forwarder has reasonably been unable to avoid and in respect of which the Freight Forwarder has reasonably been unable to prevent the consequences.;
7. **Conditions:** these Dutch Forwarding Conditions.
8. **Good/Goods:** the goods to be made available or made available to the Freight Forwarder, its agent or Third Parties by or on behalf of the Client, for the purpose of executing the Agreement.

Scope

Article 2. Scope

1. These Conditions govern all offers, agreements, legal acts and actual acts relating to Services to be performed by the Freight Forwarder, insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between the parties, including once the Agreement has ended.
2. Insofar as any provision in these Conditions is void or otherwise unenforceable, this does not affect the validity of the other provisions in these Conditions. Furthermore, considered to be applicable is such a stipulation (legally permissible) that is the closest to the purport of the void or voided stipulation.
3. In case the English translation differs from the Dutch text, the latter will prevail.

Article 3. Third Parties

The Client gives the Freight Forwarder free rein to engage the services of Third Parties to execute the Agreement, and to accept the (general) terms and conditions of those Third Parties at the Client's expense and risk, unless agreed otherwise with the Client. At the Client's request, the Freight Forwarder is obliged to provide (a copy of) the (general) terms and conditions under which it has entered into a contract with those Third Parties.

Conclusion of the Agreement

Article 4. Conclusion of the Agreement

1. All offers made by the Freight Forwarder are non-binding.
2. Agreements, as well as amendments of and additions to these agreements, shall only become effective if and insofar as the Freight Forwarder has confirmed these in writing or the Freight Forwarder has started to perform the Services.

Customs work

Article 5. Customs work

1. The provision of information to the Freight Forwarder, that is reasonably provided to enable customs formalities to be carried out, shall imply an order, unless otherwise agreed in writing.
2. This order is accepted by the Freight Forwarder by means of an explicit written confirmation or by the Freight Forwarder starting to carry out the customs formalities. The Freight Forwarder is never obliged to accept an order to carry out customs formalities.
3. If the Freight Forwarder becomes familiar with information or conditions which would indicate that the Client has not complied with article 9 paragraph 3 of these Conditions (has provided incorrect and/or incomplete information and/or documents) and on the basis of which the Freight Forwarder has not accepted the order to carry out customs formalities, the Freight Forwarder is at all times entitled to end this order and not carry this out (any further), which may or may not be set out in an additional agreement and/or authorisation, without any obligation to pay damages.

Remunerations and other costs

Article 6. Remunerations

1. All prices quoted shall be based on the prices that apply at the time of the offer (quotation). If between the time of the offer and the time of execution of the Agreement, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, the Freight Forwarder is entitled to pass on this increase to the Client. The Freight Forwarder must be able to prove the changes.

2. If the Freight Forwarder charges all-in or fixed rates, these rates shall be deemed to include all costs that, in the normal process of handling the order, are for the account of the Freight Forwarder.
3. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.
4. In the event of circumstances that are of such a nature that when concluding the Agreement it was not deemed necessary to take into account the risk that they could occur, that cannot be attributed to the Freight Forwarder and that significantly increase the costs of the Services being performed, the Freight Forwarder is entitled to an additional payment. Where possible, the Freight Forwarder shall consult in advance with the Client. In such a case, the additional payment shall consist of the additional costs that the Freight Forwarder has had to incur in order to perform the Services, plus an additional payment - deemed fair and equitable - for the services to be performed by the Freight Forwarder.
5. Expenses of an exceptional nature and higher wages arising whenever Third Parties, by virtue of any provision in the relevant agreements between the Freight Forwarder and Third Parties, load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays in the country where the Service is being carried out, shall not be included in the agreed prices, unless specifically stated. Any such costs shall therefore be remunerated by the Client to the Freight Forwarder.
6. Other than in cases of intent or deliberate recklessness on the part of the Freight Forwarder, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as demurrage, waiting times, etc. shall be borne by the Client, even when the Freight Forwarder has accepted the bill of lading and/or the charter party from which the additional costs arise without protestation. The Freight Forwarder must make every effort to avoid these costs.

Insurance

Article 7. Insurance

1. Insurance of any kind shall only be arranged at the Client's expense and risk following acceptance by the Freight Forwarder of the Client's explicit written order, in which the Client clearly specifies the goods to be insured and the value to be insured. A mere statement of the value or the interest is not enough.
2. The Freight Forwarder will take out the insurance (or arrange for this to be taken out) through an insurer / insurance broker / insurance intermediary. The Freight Forwarder is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.
3. When the Freight Forwarder uses equipment, such as derricks, cranes, fork-lift trucks and other machines to perform the Services that do not form part of its usual equipment, the Freight Forwarder shall be entitled to take out insurance at the Client's expense to cover the Freight Forwarder's risks arising from the use of such equipment. Where possible, the Freight Forwarder shall consult in advance with the Client about the use of such equipment. If no

timely prior consultation is possible, the Freight Forwarder will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

Execution of the Agreement

Article 8. Delivery date, method of delivery and route

1. The mere statement by the Client of a time for delivery shall not legally bind the Freight Forwarder. Arrival times are not strict deadlines and are not guaranteed by the Freight Forwarder, unless agreed otherwise in writing.
2. If the Client has not given any specific instructions about this with its order, the method of delivery and route shall be at the Freight Forwarder's discretion and the Freight Forwarder may at all times accept the documents customarily used by the firms it contracts for the purpose of carrying out its orders.

Article 9. Commencement of the Services

1. The Client is obliged to deliver the Goods to the Freight Forwarder or a Third Party in suitable packaging to the agreed location, at the agreed time and in the manner agreed.
2. In respect of the Goods, as well as in respect of the handling thereof, the Client is obliged to supply the Freight Forwarder in good time with any details and documents that it knows or ought to know, are of importance to the Freight Forwarder. If the Goods and/or activities are subject to governmental provisions, including customs and excise regulations and tax rules, the Client must provide all information and documents, in good time, that are required by the Freight Forwarder in order to comply with those provisions.
3. The Client guarantees that the information and documents that it provides are correct and complete and that all instructions and Goods that are made available comply with current legislation. The Freight Forwarder shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.

Article 10. Goods Handling

1. All operations such as inspecting, sampling, taring, tallying, weighing, measuring, etc. and receiving goods subject to appraisal by a court-appointed expert, shall take place only on the Client's specific instructions and upon remuneration of the costs thereof.
2. Notwithstanding the provisions in paragraph 1, the Freight Forwarder shall be entitled, but not obliged, on its own authority and at the Client's expense and risk, to take all such actions as it deems necessary in the Client's interest. Where possible, the Freight Forwarder shall consult in advance with the Client. If this is not possible, the Freight Forwarder shall take the measures that seem to it to be in the best interests of the Client and shall inform the Client of the measures taken and the associated costs, as soon as this is reasonably possible.
3. The Freight Forwarder is not an expert with respect to the Goods. The Freight Forwarder shall therefore in no way be liable for any damage that arises from or that is related to any notification by the Freight Forwarder with regard to the state, nature or quality of the Goods; nor shall the Freight Forwarder be under any obligation to ensure that the shipped Goods correspond with the samples.

Liability

Article 11. Liability

1. All Services shall be at the Client's expense and risk.
2. Without prejudice to the provisions in Article 17, the Freight Forwarder shall not be liable for any damage whatsoever, unless the Client can prove that the damage has been caused by fault or negligence on the part of the Freight Forwarder or the latter's employees.
3. The Freight Forwarder's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, the liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.
4. The loss to be indemnified by the Freight Forwarder shall never exceed the invoice value of the Goods, to be proved by the Client, in default whereof the market value, to be proved by the Client, at the time when the damage occurred, shall apply.
5. The Freight Forwarder shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.
6. If during the execution of the Agreement damage occurs for which the Freight Forwarder is not liable, taking into account the provisions in Article 19 of these Conditions, the Freight Forwarder shall make efforts to recover the Client's damage from the party that is liable for the damage. The Freight Forwarder shall be entitled to charge to the Client the costs incidental thereto. If so requested, the Freight Forwarder shall waive in the Client's favour its claims against Third Parties whose services it engaged for the purpose of executing the Agreement.
7. The Client shall be liable vis-a-vis the Freight Forwarder for any damage - including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights – suffered directly or indirectly by the Freight Forwarder as a result of (amongst other things) the non-compliance by the Client of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident that is within the control of the Client, as well as a result of the fault or negligence in general of the Client and/or its employees and/or Third Parties whose services the Client engages and/or Third Parties that work on behalf of the Client.
8. The Client shall indemnify the Freight Forwarder at all times against third-party claims, including employees of both the Freight Forwarder and the Client, connected with or ensuing from the damage referred to in the previous paragraph.
9. Even where all-in or fixed rates, as the case may be, have been agreed, the Freight Forwarder that is not a carrier but always a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the Dutch Civil Code, shall be liable, whereby the liability is governed by these Conditions.

10. If a claim is made against the Freight Forwarder by the Client outside of the Agreement in respect of the damage that occurs during the execution of the Services, then the Freight Forwarder's liability shall be limited to the liability under the Agreement.
11. If to defend its liability for conduct of a Third Party or employee the Freight Forwarder derives a defence from the Agreement vis-a-vis the Client, then if it is held liable by the Client under this defence, a Third Party or employee can invoke this defence as if the Third Party or employee were also party to the Agreement.
12. In the event a Freight Forwarder is held liable outside of the Agreement with regard to damage to or loss of a Good or delay in delivery by someone who is not party to the Agreement or a transport agreement entered into by or on behalf of the Freight Forwarder, then the Freight Forwarder has no further liability than it would have under the Agreement.

Article 12. Force majeure

1. In the event of Force Majeure, the Agreement shall remain in force; the Freight Forwarder's obligations shall, however, be suspended for the duration of the Force Majeure.
2. All additional costs caused by Force Majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Client and shall be paid to the Freight Forwarder at the latter's first request.

Article 13. Refusal of carriers

If the carriers refuse to sign for quantity, weight, etc., the Freight Forwarder shall not be liable for the consequences thereof.

Imperative law

Article 14. The Agreement to organise transportation of goods

These Conditions shall not affect articles 8:61 paragraph 1, 8:62 paragraphs 1 and 2 and 8:63 paragraphs 1,2 and 3 of the Dutch Civil Code.

Payment

Article 15. Payment conditions

1. The Client shall pay to the Freight Forwarder the agreed remunerations and other costs, freights, duties, etc. ensuing from the Agreement upon commencement of the Services, unless agreed otherwise.
2. The risk of exchange rate fluctuations shall be borne by the Client.
3. The amounts referred to in paragraph 1 shall also be due if damage has occurred during the execution of the Agreement.
4. If, in contravention of paragraph 1 of this article, the Freight Forwarder allows deferred payment, the Freight Forwarder shall be entitled to make a credit limit charge.

5. In the event of termination or dissolution of the Agreement, all claims of the Freight Forwarder - including future claims - shall be due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if:
 - the bankruptcy of the Client is announced, the Client applies for suspension of payment or otherwise loses the unrestricted disposition over a significant part of its assets;
 - the Client offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to the Freight Forwarder, ceases to trade or - where the Client is a legal entity or corporate body - if the legal entity or the corporate body is dissolved.
6. Upon first demand by the Freight Forwarder, the Client must provide security for the amount owed or that shall be owed by the Client to the Freight Forwarder. This obligation remains if the Client also has to provide or has provided security in relation to the amount owed.
7. The Freight Forwarder shall not be obliged, from its own means, to provide security for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand from the Freight Forwarder to provide security shall be borne by the Client.

If the Freight Forwarder has provided security from of its own means, it may demand that the Client immediately pays the amount for which security has been provided.

Where possible, the Freight Forwarder shall consult in advance with the Client. If no timely prior consultation is possible, the Freight Forwarder will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

8. The Client shall at all times be obliged to indemnify the Freight Forwarder for any amounts to be levied or additionally demanded by any authority in connection with the Agreement, as well as any related fines imposed upon the Freight Forwarder.

The Client shall also reimburse the said amounts to the Freight Forwarder if a Third Party brought in by the Freight Forwarder demands payment for the said amounts within the framework of the Agreement.

9. The Client shall at all times indemnify the Freight Forwarder for any amounts, as well as for all additional costs that may be claimed or additionally claimed from the Freight Forwarder in connection with the order, as a result of incorrectly levied freight and costs.
10. It shall not be permissible for claims receivable to be set off against payment of remunerations arising from the Agreement on any other account in respect of the Services owed by the Client or of other costs chargeable against the Goods with claims of the Client or suspension of the aforementioned claims by the Client.

Article 16. Allocation of payments and judicial and extrajudicial costs

1. Cash payments shall be deemed in the first place to have been made on account of non-preferential debts.
2. The Freight Forwarder shall be entitled to charge to the Client extrajudicial and judicial costs for collection of the claim. The extrajudicial collection costs are owed as from the time at

which the Client is in default and these amount to 10% of the claim, with a minimum of € 100.00.

Article 17. Sureties

1. The Freight Forwarder has the right to refuse the delivery of Goods, documents and monies, that the Freight Forwarder has or will obtain, for whatever reason and with whatever destination, in respect of another party.
2. The Freight Forwarder has a right of retention in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future on the Client and/or the owner of the Goods, including in respect of all claims which do not relate to those Goods.
3. The Freight Forwarder has a right of lien in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future on the Client and/or the owner of the Goods.
4. The Freight Forwarder shall regard anyone who, on behalf of the Client, entrusts Goods to the Freight Forwarder for performing Services, as the Client's agent for creating a lien on those Goods.
5. If when settling the invoice a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then at the discretion of the Freight Forwarder, the Client or the party that demands delivery at the request of the Freight Forwarder is obliged to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.
6. The Freight Forwarder can also exercise the rights outlined in this article (right of lien, right of retention and right to refuse delivery) for what is still owed to it by the Client in relation to previous orders and for any amounts payable by way of delivery C.O.D. in respect of the Goods.
7. The sale of any security shall take place at the account of the Client in the manner prescribed by law or - if there is consensus thereon - privately.
8. At the Freight Forwarder's first request, the Client shall furnish security for costs paid or to be paid by the Freight Forwarder to Third Parties or government authorities and other costs that the Freight Forwarder incurs or anticipates incurring, on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.
9. In the absence of documents, the Freight Forwarder is not obliged to give indemnities or furnish securities. If the Freight Forwarder has given indemnification or furnished security, the Client is obliged to indemnify the Freight Forwarder from all consequences thereof.

Final provisions

Article 18. Termination of the Agreement

1. The Freight Forwarder can terminate the Agreement with immediate effect in the event the Client:
 - discontinues its profession or business largely or in full;
 - loses the power to dispose of its assets or a substantial part thereof;
 - loses its legal personality, is dissolved or effectively liquidated;
 - is declared bankrupt
 - offers an agreement excluded from the bankruptcy proceedings;
 - applies for moratorium on payment;
 - loses the power to dispose of its goods or a substantial part thereof as a result of seizure.
2. If the Freight Forwarder consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered in accordance with article 11, the Client can dissolve the Agreement with immediate effect in full or in part after:
 - it has notified the Freight Forwarder by registered letter with reasons how the Freight Forwarder has failed to comply, stipulating a period of time of at least thirty days for fulfilment of the obligations, and;
 - on expiry of that deadline, the Freight Forwarder has not yet fulfilled the obligations.
3. If the Client consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered, the Freight Forwarder can dissolve the Agreement with immediate effect in full or in part after, by registered letter, it has stipulated a deadline to the Client of at least fourteen days for fulfilment of the obligations and upon expiry of that deadline, the Client has not yet fulfilled its obligations. If, by stipulating such a period, the Freight Forwarder's interests in the undisturbed conduct of its business would be impaired disproportionately, the Freight Forwarder may dissolve the Agreement without observing a time limit.
4. Neither of the Parties may dissolve the Agreement if, considering its special nature or limited significant, the failure does not justify dissolution with all implications thereof.

Article 19. Proceedings against Third Parties

Legal and arbitration proceedings against Third Parties shall not be conducted by the Freight Forwarder unless it agrees to do so at the Client's request and at the latter's expense and risk.

Article 20. Prescription and limitation

1. Notwithstanding the provisions in paragraph 5 of this article, every claim is subject to prescription by the expiry of a period of nine months.
2. Every claim vis-a-vis the Freight Forwarder shall be time-barred by the mere expiry of a period of 18 months.
3. The periods of time stated in paragraphs 1 and 2 commence on the day following the day on which the claim has become due and payable, or the day following the day on which the prejudiced party had the knowledge of the loss. Notwithstanding the foregoing provisions, the aforementioned periods of time for claims with regard to damage, value depreciation or

loss of the Goods, commence on the day following the day on which the Goods are delivered by the Freight Forwarder or should have been delivered.

4. In the event that the Freight Forwarder is held liable by Third Parties, including any public authority, for damages, the periods of time stated in paragraphs 1 and 2 commence as from the first of the following days:
 - the day following the day on which the Third Parties have brought action against the Freight Forwarder;
 - the day following the day on which the Freight Forwarder has settled the claim brought against it.

If the Freight Forwarder or the Third Party whose services it has engaged objects and/or appeals, the periods of time stated in paragraphs 1 and 2 commence on the day following the day on which a final ruling has been given on the objections and/or appeal.

5. Unless the situation referred to in paragraph 4 of this article occurs, if following the term of prescription a claim is brought against one of the parties for that payable by that party to a Third Party, a new term of prescription of three months commences.

Article 21. Choice of law

1. All Agreements to which these Conditions apply are governed by Dutch law.
2. The place of payment and settlement of claims shall be the Freight Forwarder's place of business.

Article 22. Reference title

These general terms and conditions can be cited as "Dutch Forwarding Conditions".

Disputes

Article 23. Arbitration

1. All disputes which may arise between the Freight Forwarder and its Other Party shall be decided by three arbitrators to the exclusion of the ordinary courts of law, in accordance with the FENEX Rules of Arbitration. The FENEX Rules of Arbitration and the current fees for the arbitration process can be read and downloaded from the FENEX website. A dispute shall exist whenever either of the parties declares that this will be so.
Without prejudice to the provisions of the preceding paragraph, the Freight Forwarder shall be at liberty to bring before the competent Dutch court in the Freight Forwarder's place of business, claims for sums of money due and payable, the indebtedness of which has not been disputed in writing by the Other Party within four weeks after the invoice date. The Freight Forwarder is also at liberty to institute interim relief proceedings for claims of an urgent nature at the competent Dutch court in the Freight Forwarder's place of business.
2. The arbitration shall be settled by three arbitrators, unless neither of the parties has submitted a request for arbitrators to be appointed and the parties have jointly informed the FENEX secretariat in writing that they wish to have the arbitration settled by an arbitrator who they have appointed jointly, appending the written declaration of the arbitrator who they have appointed jointly containing his/her acceptance of the appointment and the force and validity of the FENEX Arbitration Rules.

3. One arbitrator shall be appointed by the Chairman or the Vice-Chairman of the FENEX; the second shall be appointed by the Dean of the Bar Association of the district in which the aforesaid Freight Forwarder has its registered office; the third shall be appointed by mutual agreement between the two arbitrators so appointed.
4. The Chairman of the FENEX shall appoint an expert on forwarding and logistics; the Dean of the Bar Association shall be asked to appoint a specialised lawyer in forwarding and logistics; the third arbitrator shall preferably be an expert on the trade and trade and industry in which the Freight Forwarder's Other Party is engaged.
5. Where applicable, arbitrators shall apply the provisions of international transport conventions, including the Convention on the Contract for the International Carriage of Goods by Road (CMR).

FENEX: Netherlands Association for Forwarding and Logistics
Boris Pasternaklaan 22-30, 2719 DA Zoetermeer
P.O. Box 3008, 2700 KS Zoetermeer