

LOGISTICS SERVICES CONDITIONS (LSC)

Zoetermeer, 1 February 2014



LOGISTICS SERVICES CONDITIONS (LSC)

as filed by Fenex (Netherlands Association for Forwarding and Logistics) and TLN (Transport and logistics Netherlands), with the district court of Rotterdam on 2 April 2014 under number 28/2014.

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Article 1 - Definitions

Wherever used in these conditions, the following terms are understood to have the meaning given thereto below.

1. **Logistics activities:** all work, including unloading, receipt, storage, discharge, loading, stock management, assembly, order handling, order picking, preparation for shipping, invoicing, information exchange and management, transport whether or not by third parties, and the completion of customs declarations with regard to Goods.
2. **Logistics centre:** the space(s) where the Logistics activities take place.
3. **Logistics service provider:** the party concluding the agreement with the Client and the party under whose title the Logistics activities are performed.
4. **Auxiliary persons:** all persons - not being the subordinates of the Logistics service provider - used by the Logistics service provider in the performance of the Logistics activities.
5. **Client:** the party granting an instruction for the performance of the Logistics activities to the Logistics service provider and the party with whom the latter concludes the agreement.
6. **Agreement:** the agreement concluded between the Logistics service provider and Client with regard to the Logistics activities to be carried out by the Logistics service provider, of which these Conditions form part.
7. **Conditions:** the conditions applicable to the Agreement, including these conditions as stipulated below.
8. **Force majeure:** all circumstances that a diligent Logistics service provider could not have avoided and the consequences of which he could not have prevented. Force majeure includes fire, explosion and flooding as a result of natural disasters, as well as the consequences thereof.

9. **Working days:** all days, with the exception of Saturdays, Sundays and official public holidays as recognised in the country or region where the Logistics activities are to be performed.
10. **Goods:** the goods made available by or on behalf of the Client to the Logistics service provider or its Auxiliary persons with a view to the performance of the Agreement.
11. **Receipt:** the action whereby the Client, with the explicit or tacit approval of the Logistics service provider or its Auxiliary persons, relinquishes control of the Goods to the latter.
12. **Delivery:** the action as a result of which the Logistics service provider, with the explicit or tacit approval of the Client or its representative or a competent authority, surrenders control of the Goods and allows them to exercise control over the Goods, or if the Logistics service provider has assumed a transport obligation, the action as a result of which the Logistics service provider, with the explicit or tacit approval of the carrier, relinquishes control of the Goods to the latter.
13. **Freight forwarding:** the transport of the Goods on behalf of the Client by one or more carriers subject to one or more appropriate transport agreements.
14. **Stock discrepancy:** an inexplicable difference between the physical stock and the stock administration of the Logistics service provider, subject to evidence to the contrary by the Client.

Article 2 – Scope of application

1. General

These Conditions govern all offers, agreements, legal and de facto acts regarding the Logistics activities to be performed, insofar as these are not subject to mandatory law. Any contrary conditions or regulations of the Client are not applicable, unless accepted explicitly and in writing by the Logistics service provider. These Conditions apply to the relationship between the parties, also after the Agreement is no longer in force.

2. Subordinates / Auxiliary persons

The Logistics service provider is entitled to engage Auxiliary persons in the performance of the Logistics activities, unless agreed otherwise with the Client.

Subordinates or Auxiliary persons who are held liable in relation to the performance of activities on behalf of the Logistics service provider can invoke all clauses regarding the exclusion or limitation of liability as stipulated in these Conditions.

3. Transport

If the Logistics service provider has assumed a transport obligation, the relationship between the parties will, in accordance with the provisions of these Conditions, be subject to (mandatory) treaties, statutes and regulations, the provisions of the transport documents and, in case of domestic road transport in the Netherlands and insofar as not deviated therefrom in these Conditions or the Agreement, the provisions of the General Transport Conditions (AVC), in the version as filed with the court registry of the district courts in Amsterdam and Rotterdam at the time of conclusion of the Agreement, unless a different version has been agreed upon.

In case of the absence of a bill of lading in maritime transport, the relationship between the parties is governed by the Hague Visby Rules, as amended by the Protocol of 22 December 1979, or the Rotterdam Rules if these have come into effect, unless agreed otherwise. Transport does not include the loading into and unloading from vehicles at the Logistics centre.

The transport documents as referred to in this article are understood as the transport document issued by the Logistics service provider or its Auxiliary persons or signed by these as consigner.

If and insofar as the aforementioned treaties, laws, statutes and conditions do not regulate a liability, the version of these Conditions as applicable at the time of conclusion of the Agreement will apply.

4. Freight forwarding

If the Logistics service provider explicitly assumes the obligation with regard to the transport of Goods, whether or not on specific route sections or with the use of specific transport modalities, the relationship between the parties is subject to the Dutch Forwarding Conditions (general conditions of FENEX) in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

5. Customs and tax services

If the Logistics service provider assumes the obligation to perform customs formalities (including formalities with regard to storage in a customs warehouse) and/or with regard to tax representation, the relationship between the parties is governed by the Dutch Forwarding Conditions in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

Article 3 – Obligations of the Logistics service provider

The Logistics service provider is obliged:

1. to directly or indirectly take Receipt of the agreed Goods at the agreed place, time and in the agreed manner, on condition that these are properly packaged, accompanied by the required documents and that the Goods have been made available to the Logistics service provider or its Auxiliary persons;
2. to assume responsibility for the loading, stowage and unloading at the Logistics centre, and the receipt and release of Goods, unless these, in the opinion of the Logistics service provider or its Auxiliary persons, constitute such a hazard or nuisance that such activities cannot be demanded of the Logistics service provider or its Auxiliary persons;
3. to have the Logistics activities relating to the Goods take place in the Logistics centre agreed with the Client;

- a. if no specific Logistics centre is agreed upon, the Logistics service provider is free to choose a suitable space and to move Goods between suitable spaces;
 - b. if a specific Logistics centre has been agreed upon, the Logistics service provider is entitled to move the Goods in consultation with the Client if such is desirable in view of good business operations and/or proper performance of the Logistics activities. The Client may not refuse its permission for the movement of Goods if the new spaces are comparable or better;
- 4. the movement of Goods as referred to in Paragraph 3 of this article will be for the account of the Logistics service provider, unless such a move is required:
 - a. in the interest of the Client, or on its instructions, and/or;
 - b. is the consequence of circumstances for which the Logistics service provider is not liable, and/or;
 - c. is the consequence of circumstances that in all reasonableness are not for the risk and/or account of the Logistics service provider, and/or;
 - d. is the consequence of regulations and/or instructions of the competent authorities;

the transport related to the movement of Goods takes place subject to the regulations referred to in Article 2 Paragraph 3 of these Conditions;

- 5. will take all measures, including those not ensuing directly from the Agreement, to protect the interests of the Client and its Goods. The Logistics service provider will if possible consult with the Client in advance. If no timely prior consultation is possible, the Logistics service provider will take those measures that it deems appropriate in the interest of the Client and will inform the Client thereof.
- 6. The Logistics service provider will insure its liability under the agreement subject to common insurance conditions and will provide the Client, at its request, with a copy of the insurance certificate.
- 7. The Logistics service provider will, unless agreed otherwise, grant the Client and, for the risk of the latter, its designated persons access to those places where the Goods are located during office hours on Working days, on condition that:
 - a. the request for access is made in due time to the Logistics service provider;
 - b. the Client agrees to supervision by the Logistics service provider;
 - c. the inspection takes place according to the company rules of the Logistics service provider;

- d. the information acquired by the Client during the inspection regarding other Goods present in the space(s) is not shared with third parties.
- Any costs related to the inspection are for the Client's account;
8. to perform additional work in consultation with and on instructions of the Client, if such work can in all reasonableness be expected of the Logistics service provider;
 9. to report damage and missing items regarding received Goods as promptly as possible in writing to the Client and to request its instructions for further action;
 10. to guarantee the soundness and suitability of the materials used in its operations;
 11. to deliver the Goods in the same condition as in which they were received or alternatively in the agreed condition;
 12. to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to competent authorities and information exchange with third parties as a part of normal business operations.

Article 4 – Consequences of non-fulfilment of obligations by the Logistics service provider

If the Logistics service provider persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 3, the Client, without prejudice to its right to compensation of damage in accordance with Article 5, can terminate the Agreement with immediate effect, in full or part, after:

- furnishing the Logistics service provider with a registered letter setting out the reasons why the Logistics service provider has defaulted, giving a minimum term of 30 days for fulfilment and;
- the Logistics service provider has on expiry of that term not yet fulfilled its obligations.

The Client does not have this right if the default, in view of its special nature or minor importance, does not justify the dissolution of the Agreement and its consequences.

Article 5 – Liability of the Logistics service provider

1. The Logistics service provider is, save for Force majeure and without prejudice to the other provisions of these Conditions, liable for damage to and/or loss of the Goods that has occurred during the period from Receipt to Delivery. The Logistics service provider is not liable for damage resulting from non-fulfilment by the Client of any obligation resting on the latter by virtue of the Agreement(s) and the conditions applicable thereto.
2. Liability of the Logistics service provider in case of transport is maximised at the liability limit set for to the relevant transport modality, unless agreed otherwise. The Logistics service provider is not liable for any damage to the extent the Logistics service provider demonstrates that the damage may have resulted from the absence or defectiveness of the packaging of the Goods that in view of their nature and manner of transport should have been properly packaged. If in case of road transport by the Logistics service provider the Goods are not taken in Receipt at/in the agreed place, time and manner, the liability for any resulting damage is limited to twice the freight charges as agreed for the road transport part, with a maximum of 10,000 SDR; liability is conditional on the Client providing the Logistics service provider with a final term which is not fulfilled by the Logistics service provider.
3. As regards other Logistics activities, liability of the Logistics service provider for damage to or loss of the Goods is limited to 4 SDR per kilogram gross weight of the damaged or lost Goods, with a maximum of 100,000 SDR per event or series of events with one and the same cause of damage.
4. The compensation to be paid by the Logistics service provider for damage to or loss of the Goods will never exceed the value of the Goods as substantiated by the Client. If no substantiation is provided, the value is based on the customary market price for Goods of the same nature and quality, applicable at the time and place of Receipt.
5. Subject to the provisions of Article 5 Paragraph 7, the liability of the Logistics service provider for any damage other than damage to and/or loss of the Goods, is limited to 10,000 SDR per event or series of events with one and the same cause of damage, on the understanding – and subject to this limitation of liability to 10,000 SDR – that if the Logistics service provider performs customs formalities or acts as tax representative, the Logistics service provider is not liable for any losses, unless the Client proves that such losses are the result of fault or negligence on the part of the Logistics service provider.

6. Any Stock discrepancies must be reflected by a registration of the physical stock, which must be carried out for the account of the Client at least once a year and at the time that the Agreement ends.

Any shortfalls and surpluses will be set off against one another. The Logistics service provider is only liable for Stock discrepancies if and insofar as, taking into account the calculation used in the registration of the stock, the shortfall (missing items) surpass any surpluses by at least 1% of the number of Goods handled under the Agreement each year. The Logistics service provider will notify the Client as soon as possible of any change to its stock administration that does not result from the Receipt and release of Goods. It is explicitly agreed that these Conditions also govern the liability of the Logistics service provider for stock discrepancies, including the liability limits as described in Article 5 Paragraph 3.

7. The Logistics service provider accepts no liability for loss of profit, consequential loss and immaterial loss, irrespective of the cause.
8. The Logistics service provider cannot rely on the liability limits stipulated in this article in the event of either intent or recklessness, with knowledge that damage would probably result of the Logistics service provider himself.
9. If the Logistics service provider is held liable by the Client outside contract for the losses resulting from performance of the Logistics activities, the liability of the Logistics service provider shall not exceed that stipulated in the Agreement.
10. If the Logistics service provider can derive any defence from the Agreement in respect of its liability to the Client for an act of Auxiliary persons or subordinates, these Auxiliary persons or subordinates can, if held liable by the Client for such act, also invoke this defence, as if the Auxiliary persons or subordinates were also a party to the Agreement.
11. If the Logistics service provider is held liable outside contract for damage or loss of Goods or delay in delivery by a party who is not a party to the agreement, including a transport agreement concluded by or on behalf of the Logistics service provider, the liability of the latter will not exceed that stipulated by the agreement.

Article 6. Obligations of the Client

The Client is obliged:

1. to promptly furnish the Logistics service provider with the information and documents relating to the Goods and the handling thereof, of which it knows or should know that such are of importance to the Logistics service provider, unless the Client can prove that the Logistics service provider has or should have such information in its possession. The Client guarantees the correctness of the provided information and that the provided instructions and Goods are in accordance with current laws and regulations;
2. if Goods and/or activities are subject to government regulations, including customs, excise and tax regulations, the Client will promptly provide the Logistics service provider with all information and documents required by the latter to comply with said regulations.

The provision of information and/or documents to the Logistics service provider, as required for the performance of formalities as stipulated by the aforementioned government regulations, entails an instruction to that effect. The Logistics service provider all times reserves the right whether or not to fulfil such instruction;

3. to make the agreed Goods, in proper packaging, available to the Logistics service provider or its Auxiliary persons at the agreed place, time and manner, accompanied by a waybill for road transport (if necessary) and any other documents agreed and/or required by law;
4. to assume responsibility for the loading, stowage and unloading of Goods, unless:
 - Article 3 Paragraph 2 is applicable, or;
 - the parties have agreed otherwise, or;
 - otherwise ensues from the nature of the intended transport, taking the applicable Goods and vehicle into account.
5. to indemnify the Logistics service provider and its subordinates and/or Auxiliary persons at its first request against third-party claims outside contract for any damage or financial loss, related in any manner to the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto, including claims based on product liability and/or intellectual property rights. This duty of indemnification applies if the Client fails to fulfil

any obligation imposed on it by law, these Conditions or the Agreement, or in case the damage or financial loss is caused by circumstances that fall under the risk of the Client;

6. to vouch for the Goods and equipment that it makes available to the Logistics service provider or its Auxiliary persons;
7. to promptly compensate, besides the agreed fee, any other costs ensuing from this or separate A(a)greement(s) and the C(c)onditions applicable thereto;
8. to promptly compensate the costs of inspections, follow-up work, clearing work and the discharge of waste ensuing from the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto;
9. on termination of the Agreement, to take receipt of Goods located at the Logistics service provider or its Auxiliary persons by no later than the last working day before the final date of the Agreement and to remove these, after payment of all monies owed to the Logistics service provider and of any monies of which it is known at that time that such will be owed. The Client can suffice with providing security as deemed appropriate by the Logistics service provider for all that the Client may owe after the termination of the Agreement, insofar as known and/or can be estimated in all reasonableness by the Logistics service provider;
10. to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to the competent authorities and information exchange with third parties as a part of normal business operations.
11. to take immediate receipt of the Goods and/or to remove these, if in the opinion of the Logistics service provider these constitute such a hazard or nuisance that it cannot be demanded of the Logistics service provider that it keep these in storage any longer; In deviation of the provisions of Article 3 Paragraph 2, the release and loading of Goods will take place by or on behalf of the Client and for its risk and account.

Article 7 – Consequences of non-fulfilment of the obligations by the Client

1. If the Client persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 6 Paragraphs 1 thru 10, the Logistics service provider can,

without prejudice to its right to compensation, terminate the Agreement, in full or part, with immediate effect, after giving the Client, by means of a registered letter, a final term of at least 14 days for fulfilment, on expiry of which term the Client has not fulfilled its obligations. The Logistics service provider can, if the giving of such a final term would disproportionately harm its operational interests, also terminate the Agreement without providing any such final term.

2. The Logistics service provider is entitled to suspend the performance of its obligations if the Client fails to fulfil one or more of its obligations as referred to in Article 6 Paragraphs 1 thru 8. This right of suspension can also be invoked against creditors of the Client.
3. If the Client fails to fulfil its obligations as referred to in Article 6 Paragraphs 9 and 11, the Logistics service provider is entitled to:
 - a. move the Goods to other spaces for the risk and account of the Client, and/or;
 - b. effect the private or public sale of the Goods for the account of the Client after expiry of 14 days after the sending of a registered letter to the Client providing notification of the intended sale, without any further formalities being required;
 - c. the abandonment or destruction of the Goods if it is likely that costs of sale of the Goods will be higher than the proceeds thereof, or if, despite a reasonable attempt thereto by the Logistics service provider, no buyer can be found, whereby the costs of abandonment or destruction will be for the account of the Client.

Article 8 - Liability of the Client

1. The Client is liable for all damage to the Logistics centre and/or the property of the Logistics service provider, of its Auxiliary persons, of its subordinates and of its other Clients, as well as for personal injury caused by the Client, its Goods, including the packaging of its Goods, its Auxiliary persons, subordinates and any other persons acting on its instructions.
2. The Client is liable to the Logistics service provider for any losses, including fines, interest charges, penalties and forfeitures, including the consequences of the failure to (timely) clear customs documents, ensuing from inter alia the inaccuracy, carelessness or incompleteness of the instructions and the information and/or documents provided by the Client, the failure to (timely) make the Goods available at the agreed time, place and manner, as well as the failure to (timely) provide documents and/or instructions.

3. The Client is liable to the Logistics service provider for any losses ensuing from the failure to fulfil its obligations under this or separate agreement(a)greement(s) and the C(s)onditions applicable thereto.
4. The Client will compensate the Logistics service provider for any fine imposed as a result of overloading in case of road transport. The preceding provision will, except in case of bad faith, not apply if the Client can furnish proof of a fine due to infringement of Article 2.6 Paragraph 2 of the Road Transport Act.

Article 9 - Other

1. The Logistics service provider can terminate the Agreement with immediate effect if the Client:
 - ceases in full or significantly to practise its profession or business;
 - loses the power of disposal over its capital or a significant part thereof;
 - loses its status as a legal entity, is wound up or is factually liquidated;
 - is declared bankrupt;
 - offers a settlement in lieu of bankruptcy;
 - applies for suspension of payment;
 - loses the power of disposal of its Goods or a significant part thereof as a result of attachment by third parties;
 - does not fulfil its obligations as referred to in Article 6 Paragraph 11.
2. The Logistics service provider will inform the Client if after receipt of the Goods by the Logistics service provider, the transport cannot in all reasonableness commence, be continued or completed within a reasonable period of time. The parties will in that case be entitled by means of a written notification to terminate the underlying transport agreement, with termination coming into effect on receipt of the notification. The Logistics service provider is not obliged to effect further transport to the place of destination and is entitled to unload the Goods and store these at a place fit for the purpose; the Client is entitled to take possession of the Goods. The costs incurred with respect to the Goods in connection with the termination are for account of the Client. Except in case of force majeure (Article 6:75 of the Dutch Civil Code), the Logistics service provider will compensate the Client for any losses incurred as a result of the termination of the agreement, whereby its liability is limited to twice the freight charges as agreed for the relevant transport modality, with a maximum of 10,000 SDR.

Article 10 – Complaints

1. If the Goods are delivered by the Logistics service provider without the consignee having determined the condition thereof in the presence of the Logistics service provider, the Goods are deemed to have been delivered in a good condition, subject to evidence to the contrary.
2. If the Goods are delivered by the Logistics service provider without the consignee having provided the Logistics service provider with any written reservations specifying the general nature of loss of or damage to the Goods, the Goods are,
 - in case of loss or visible damage, by no later than the time of Delivery;
 - in case of damage that is not externally visible, within the period prescribed by law for the transport modality chosen for the Delivery or, in the absence of a (statutory) arrangement, within five Working days after Delivery;deemed to have been delivered in a good condition, subject to evidence to the contrary.
3. The day of Delivery is not included when determining the aforementioned time periods.
4. In case of domestic transport, the Goods are regarded as lost if they are not delivered within 30 days of the day on which they were accepted for transport and it is unknown where they are located.

Article 11 – Prescription and lapse

1. All claims relating to the agreement will become prescribed after 12 months and will lapse after 18 months.
2. The time periods referred to in Paragraph 1 will in case of general or partial loss, damage, delay or Stock discrepancy commence on the first of the following days:
 - a. the day on which the Goods have or should have been delivered by the Logistics service provider;
 - b. the day on which the Logistics service provider has reported the loss, damage or existence of the Stock discrepancy to the Client.
3. If the Logistics service provider is held liable by third parties, including a government authority, the time periods referred to in Paragraph 1 will commence on the first of the following days:

- a. the day on which the Logistics service provider is held liable by the third party;
 - b. the day on which the Logistics service provider has fulfilled the claim brought against it.
4. If the Logistics service provider or a third party engaged by the Logistics service provider has objected or appealed against the claim, the time periods referred to in Paragraphs 1 and 2 will commence on the day after the day on which decision on the objection and/or appeal has become irrevocable.
5. For all other claims, the time periods referred to in Paragraph 1 will commence on the day on which they fall due.
6. The time periods referred to in Paragraph 1 will for all claims relating to the Agreement in any event commence on the day following the day on which the agreement between the parties has ended

Article 12 - Payment conditions

1. All amounts owed by the Client to the Logistics service provider will be paid in accordance with the agreed term, whereby if no term is agreed, a term of 14 days after the invoice date will apply. Failure to observe this term is regarded as default.
2. If the Client fails to pay any amount due within the term as referred to in Paragraph 1 of this article, it will owe statutory (commercial) interest in accordance with Article 6:119a or Article 6:119 of the Dutch Civil Code, calculated from the due date until the date of payment in full.
3. The Logistics service provider is entitled to charge the Client any resulting judicial and extrajudicial collection costs. The extrajudicial collection costs are due from the moment that the Client is in default and are set at 15% of the claim with a minimum of € 150.
4. The Client will at all times compensate the Logistics service provider for any amounts levied or to be levied by government authorities in relation to this or separate A(a)greement(s) and the C(c)onditions applicable thereto.

5. The Client will at the first request of the Logistics service provider furnish security for all that the Client owes or will owe the Logistics service provider. This obligation also exists if the Client itself has already furnished security for payment.
6. The Client has no right to suspend payment, nor to set off any claims or costs against any amounts due to the Logistics Service provider relating to this or separate A(a)greement(s) and the C(c)onditions applicable thereto or against other costs chargeable to the Goods.
7. All amounts referred to in Paragraph 1 of this article are immediately payable and eligible for set off by the Logistics service provider in case of the circumstances referred to in Article 7 Paragraphs 1 and 2 of these Conditions.

Article 13 - Security

1. The Logistics service provider is entitled to refuse anyone the release of Goods, documents and monies, held or to be acquired by the Logistics service provider in connection with the Agreement.
2. The Logistics service provider can exercise a right of retention in respect of all Goods, documents and monies that it holds or will acquire as security for all claims that the Logistics service provider has or will have on the Client and/or the owner of the Goods, also with respect to claims that are not related to those Goods.
3. A right of pledge is established on all Goods, documents and monies that the Logistics service provider holds or will hold in relation to the Agreement as security for all claims that the Logistics service provider has or will have on the Client and/or the owner of the Goods.
4. The Logistics service provider may regard any party who, on behalf of the Client, entrusts Goods to the Logistics service provider for the performance of Logistics activities, as a party authorised by the Client to establish a right of pledge on those Goods.
5. If a dispute arises on settlement regarding the amount due or if said amount cannot be calculated promptly, the Client or the party demanding Delivery will at the request and election of the Logistics service provider immediately pay that part of the amount due on

which agreement exists and provide security for payment of the disputed remainder, the amount of which has not yet been determined.

6. The sale of any collateral will take place at the risk and account of the Client in the manner determined by law or will take place by private sale if the parties agree thereto.
7. The Client will at the first request of the Logistics service provider furnish security for costs paid or to be paid by the Logistics service provider to third parties or government bodies and for any other costs that the Logistics service provider has incurred or expects to make on behalf of the Client, including freight charges, port levies, duties, taxes and premiums.

Article 14 – Dispute resolution / arbitration

1. Any disputes arising from or related to the A(a)greement(s) to which these C(c)onditions apply will be submitted exclusively for arbitration in Rotterdam in accordance with the TAMARA arbitration regulations, with the exception of claims up to € 25,000 and undisputed claims, which will be submitted to the competent court in Rotterdam.
2. No appeal can be made to the exceptions referred to in Paragraph 1 if the Client has its registered office or principal place of business in a country outside the EU.
3. The arbitrators will, where applicable, apply the provisions of international transport treaties, including the convention on the international carriage of Goods by road (CMR). The Client guarantees the Logistics service provider that the unloader, the addressee and the other parties with an interest in the cargo will in case of damage to the Goods and/or delay in the delivery thereof be bound to the provisions of this Article.

Article 15 – Final provisions

1. All A(a)greements to which these C(c)onditions apply are governed by Dutch law.
2. The place of business of the Logistics service provider will be the place of settlement and adjustment of damage.

Article 16 – Recommended reference title

These Conditions can be referred to as "LSC 2014".

In case of any conflict with translated conditions, the Dutch version of these conditions will prevail.



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).

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