



AVC

General Transport Conditions 2002

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Table of contents

| | |
|---|----|
| ArBcle 1 Definitions | 2 |
| ArBcle 2 Electronic messages | 2 |
| ArBcle 3 Scope of application | 3 |
| ArBcle 4 Obligations of the sender; cancellation of the contract of carriage | 3 |
| ArBcle 5 The consignment note | 4 |
| ArBcle 6 Probative value of the consignment note | 4 |
| ArBcle 7 Freight Payment | 5 |
| ArBcle 8 Sender's instructions | 6 |
| ArBcle 9 Obligations of the carrier | 6 |
| Article 10 Liability of the carrier | 7 |
| ArBcle 11 Particular risks | 7 |
| ArBcle 12 Presumption of liability-exempting circumstances | 8 |
| ArBcle 13 Compensation | 8 |
| ArBcle 14 Willful intent and willful recklessness | 9 |
| Article 15 Notification of damage | 9 |
| ArBcle 16 Claim law | 9 |
| ArBcle 17 Cash on delivery | 9 |
| ArBcle 18 Reserved by the carrier | 10 |
| ArBcle 19 Foreclosure after acceptance | 10 |
| ArBcle 20 Stacking transport; transit | 11 |
| ArBcle 21 Storage in case of non-appearance by the addressee | 11 |
| Article 22 Storage before, during and after transport | 12 |
| ArBcle 23 Reten'erecht | 12 |
| ArBcle 24 Pledge | 13 |
| ArBcle 25 Lost business | 13 |
| ArBcle 26 Indemnification; Himalaya clause | 13 |
| ArBcle 27 Interest on default | 13 |
| ArBcle 28 Limitation | 14 |
| ArBcle 29 Choice of Forum; choice of law | 14 |

ArBcle 1 **Definitions**

In these terms and conditions:

1. **Contract of carriage:** the contract in which the carrier undertakes towards the sender to the transport of goods by road.
2. **Sender:** the contractual counterparty of the carrier.
Mentioning a consignor on the consignment note does not automatically imply that the so named is the contractual counterparty of the carrier.
3. **Consignee:** the person who by virtue of the contract of carriage vis-à-vis the carrier is entitled to delivery of the goods.
4. **The consignment note:** the document drawn up in three original copies, of which one copy (proof of receipt) is intended for the sender, one copy (proof of delivery) is intended for the carrier and one copy is intended for the consignee.
5. **Auxiliary persons:** subordinates of the carrier as well as persons whose services the carrier uses for the performance of the contract of carriage.
6. **Force majeure:** circumstances insofar as a careful carrier cannot handle them and insofar as such a carrier has not been able to prevent the consequences thereof.
7. **Loss due to delay:** financial loss as a result of delayed delivery of goods.
8. **Written:** in writing or by electronic means.
9. **Civil Code:** Civil Code.
10. **CMR:** the treaty concerning the contract for the international transport of goods over the road (Geneva 1956), as supplemented by the 1978 Protocol.
11. **Algemene Veerboot- en Beurtvaartcondities:** the General Ferry- and Beurtvaartcondities, latest version, filed by SBchBng transport address at the registry of the district court in Amsterdam and Rotterdam.
12. **General Storage Conditions:** the General Storage Conditions, latest version, deposited by SBchBng transport address at the registry of the district court in Amsterdam and Rotterdam.

ArBcle 2 **Electronic messages**

1. If data, including those relating to the consignment note, by electronic means are exchanged, the parties will not dispute the admissibility of electronic messages as evidence in the event of mutual disputes.
2. Electronic messages have the same probative value as written ones, unless these messages have not been sent, stored and registered in the format and level of security agreed between the parties, nor in the agreed manner.

3. A consignment note drawn up electronically and signed electronically via the TransFollow platform has the same probative value as the consignment note referred to in Article 1. The electronic signature applied via the TransFollow platform is considered sufficiently reliable.

ArBcle 3 **Scope of application**

The General Transport Conditions apply to the contract of carriage of goods by road; if the CMR applies, the General Transport Conditions apply additionally.

ArBcle 4 **Obligations of the sender; cancellation of the contract of carriage**

1. The sender is obliged:
 - a) the carrier regarding the goods as well as the handling thereof to make statements of which he is or should be able to make, and of which he knows or should know that they are of importance to the carrier, unless he may assume that the carrier knows this information;
 - b) the agreed goods at the agreed place, time and manner and accompanied by the to make available to the carrier the consignment note required by Article 5 and the documents otherwise required by law on the part of the sender;
 - c) To clearly and appropriately address each package to be carried and, if reasonably possible, to affix the required particulars and addresses on or to the packages or their packaging in such a way that they will normally remain visible until the end of the transport period. transport will remain legible. The sender may agree in writing with the carrier that the addressing of the packages will be replaced by numbers, letters or other symbols;
 - d) state the combined weight of the goods to be transported on the consignment note;
 - e) to load, stow and unload the agreed goods in or on the vehicle, unless the parties agree otherwise or the nature of the intended transport, taking into account the goods to be transported and the vehicle made available, dictates otherwise.
2. The sender cannot, by invoking any circumstance whatsoever, breach the obligations referred to in paragraph 1 under a, b, c and d and the sender is obliged to compensate the carrier for damage caused by non-compliance with said obligations arise.
3. Without prejudice to the provisions of paragraph 2, the carrier can terminate the agreement without any notice of default, if the sender has not fulfilled his obligations referred to in paragraph 1 under a and b, but only after he has set the sender a deadline in writing and the sender has not yet fulfilled his obligation at the end of this period. If by setting such a term the exploitaBe

of its business would be unreasonably disrupted, the carrier may also terminate the agreement without granting the aforementioned period.

The sender may also terminate the agreement if he has not complied with his obligation referred to in paragraph 1 under b. Termination is effected by written notification and the agreement ends at the time of receipt thereof. After cancellation, the sender owes the carrier 75% of the agreed freight without being obliged to pay further compensation. If no freight has been agreed, the freight shall apply as such according to law, or use, or fairness.

4. The carrier can also terminate the agreement if the loading and/or stowage is defective or if there is overloading, but not after the sender has been given the opportunity to rectify the defect or the overloading. If the sender refuses to rectify the defectiveness of the load and/or the stowage or overloading, the carrier can terminate the agreement or rectify the defectiveness and/or the overloading himself; in both cases the sender is obliged to pay the carrier an amount of € 500, unless the carrier proves that the damage suffered as a result exceeds this amount; paragraph 3 does not apply.
5. The sender must pay the fine imposed on the carrier in respect of overloading unless the carrier has failed to fulfill its obligations under Article 9, paragraphs 1 and 5, or the carrier has not terminated the contract of carriage on the basis of the previous paragraph, without prejudice to its invocation of bad faith on the part of the sender. If the sender can provide proof of a fine for violation of art. 2.6 paragraph 2 of the Road Transport of Goods Act, this provision will lapse.
6. Without prejudice to the other paragraphs of this article, the sender must compensate the carrier for damage suffered by the carrier insofar as this is the result of the fact that the carriage of the matters from above is or will be prohibited or restricted in whole or in part; however, this liability does not exist if the sender proves that this prohibition or restriction was or could reasonably have been known to the carrier when the contract of carriage was entered into.

ArBcle 5 **The consignment note**

1. When goods are made available to the carrier, the sender is obliged to hand over a consignment note stating that these General Conditions of Transport apply to the concluded contract of carriage.
2. The sender is obliged to complete the consignment note completely and truthfully in accordance with the instructions contained therein and he guarantees the correctness and completeness of the information provided by him at the time the goods are made available.
3. The carrier is obliged to act as carrier on the terms offered to him by the sender clearly identify the consignment note and sign it and hand it over to the sender. If the carrier so requires, the sender is obliged to sign the consignment note. The signature may be printed or replaced by a stamp or any other mark of origin.
4. The consignment note can also be drawn up in the form of electronic messages agreement Bg the format and level of security agreed between the parties as well as agreement Bg the method of transmission, storage and registration agreed between the parties.

ArBcle 6 **Probative value of the consignment note**

1. The carrier is obliged to verify the correctness of the information upon receipt of the goods to check the number of items on the consignment note as well as the externally good condition of the items and their packaging and to make a note in case of deviations

make on the consignment note. This obligation does not exist if, in the opinion of the carrier, the carriage would be considerably delayed as a result.

2. The consignment note provides evidence, subject to evidence to the contrary, of the conditions of the contract of carriage and the parties to the contract of carriage, of the receipt of the goods and their packaging in good external condition, of the weight and number of goods. If the carrier has no reasonable means at his disposal to check the correctness of the statements referred to in paragraph 1, the consignment note does not provide proof of those statements.

ArBcle 7 Freight Payment

1. The sender is obliged to hand over the consignment note or at the time of delivery the moment the goods have been received by the carrier, to pay the freight and further costs burdening the goods.
2. If prepaid shipment has been agreed upon, the addressee is obliged to pay the freight, the charges due for other reasons relating to the transport and further costs burdening the goods upon delivery of the goods by the carrier; if he did not pay this on the first reminder, the sender is jointly and severally obliged to pay.
If, in the case of carriage paid, the sender has stated on the consignment note that delivery may not take place without payment of the freight, of the charges due for other reasons in connection with the carriage or of further costs burdening the goods, the carrier must, if no payment is made, , ask the sender for further instructions which he must follow, insofar as this is reasonably possible, against compensation for costs, damage and possibly payment of a reasonable remuneration, unless these costs have arisen through his fault.
3. The carrier is entitled to charge extrajudicial and judicial costs for collection of the freight and other amounts, as referred to in paragraphs 1 and 2, to the person who is obliged to pay the freight and other costs. The extrajudicial collection costs are due from the moment the debtor is in default. The extrajudicial collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs (Staatsblad 2012/141) or the latest version of that Decree.
4. The freight, the other costs due in respect of the transport and further costs resting on the goods are also due if the goods are not delivered at their destination, or only partially, damaged or with a delay.
5. It is not permitted to set off claims for payment of freight, of the amounts owed on other grounds in connection with the transport or of further costs burdening the goods against claims on other grounds.
6. If the sender has not complied with his obligations referred to in the present arBcle, the carrier is authorized to suspend the departure of the means of transport and the damage caused by this will then be regarded as costs burdening the goods.

ArBcle 8 **Sender's instructions**

1. The sender is authorized to change the place where the goods are made available, to designate himself or another person as the addressee, to change a given designation of the addressee or to give orders regarding delivery or to change the place of delivery, provided that these instructions do not interfere with the normal business operations of the carrier. However, instructions regarding non-delivery that reach the person who must perform them must always be followed.
2. Instructions can also be given after the carrier has received the goods taken.
3. The sender is obliged to compensate the carrier for damage caused and costs incurred by following the instructions.
If, as a result of the instructions given, the vehicle has been driven to a location not previously agreed upon, the sender is obliged, in addition to compensation for damage suffered and costs incurred, to also pay a reasonable compensation in this respect.
4. The right to give instructions lapses as the consignee at the unloading point has reached the destination accepts goods or the consignee demands compensation from the carrier because the latter does not deliver the goods.

ArBcle 9 **Obligations of the carrier**

1. The carrier is obliged to receive the agreed goods at the agreed place, time and manner, as well as to inform the sender of the load capacity of the vehicle, unless it is likely that the sender is aware of this.
2. The carrier is obliged to deliver the goods received for carriage at the destination in the state in which he received it.
3. The carrier is obliged to deliver the goods received for transport within a reasonable period of time to deliver destination; if a term of delivery has been agreed in writing, delivery must be made within this term.
4. If the carrier does not fulfill the obligation referred to in paragraph 1, both parties may terminate the agreement with regard to the goods that the carrier has not taken delivery of. However, the sender can only do this after he has given the carrier a deadline in writing and the carrier has not yet fulfilled his obligation at the expiry of this deadline.

The termination is effected by written notification to the other party and the agreement ends at the time at which this notification is received.

After cancellation, the carrier is obliged to compensate the sender for damage suffered as a result of the cancellation. However, this compensation does not exceed twice the freight and the sender does not owe any freight.

5. The carrier is obliged to pay, stowage and transport carried out by or on behalf of the consignor to check possible overloading if and insofar as circumstances permit.
If he is of the opinion that the loading or stowage is defective, he is obliged, without prejudice to the

stipulated in Article 4 paragraph 4, to note this on the consignment note. If he is unable or unable to fulfill his inspection obligation, he can make a note of this on the consignment note.

6. If home delivery has been agreed upon, the carrier must deliver the goods to the door of the address stated on the consignment note or to the door of an address which is instead provided to him - with due observance of Article 8 - by the sender is specified. If the address is not reasonably accessible via a paved road or otherwise, delivery must be made to a place that is as close as possible to the address originally specified.

Article 10 **Liability of the carrier**

1. Except for force majeure, the carrier is liable for damage to or loss of the goods and for damage caused by delay insofar as the carrier has not fulfilled the obligations referred to in Article 9, paragraphs 2 and 3.
2. The carrier is liable for the conduct of his auxiliary persons in the same way as for his own conduct.
3. The carrier cannot invoke the defectiveness of the vehicle or of the equipment he uses, unless the latter has been made available to him by the sender, the addressee or the recipient. Equipment does not include a ship or railway carriage on which the vehicle is located.

Article 11 **Particular risks**

Without prejudice to Article 10, the carrier who failed to fulfill his obligations under Article 9, paragraphs 2 and 3, is nevertheless not liable for the damage resulting from this, insofar as this non-compliance is the result of the special risks involved. to one or more of the following conditions:

- a) the transport of the goods in an uncovered vehicle, when this is expressly stated agreed upon and stated on the consignment note;
- b) absence or inadequacy of the packaging of the goods, given their nature or the manner of transport should have been adequately packaged;
- c) handling, loading, stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;
- d) the nature of certain items themselves, which, due to causes related to this nature itself, are subject to total or partial loss or damage, in particular by ignition, explosion, melting, breakage, corrosion, spoilage, drying out, leakage, normal loss of quality or occurrence of vermin or rodents;
- e) heat, cold, temperature differences or humidity of the air, but only if it is not agreed that the transport will take place with a vehicle specially equipped to stretch the goods under the influence thereof;
- f) incompleteness or inadequacy of the address, numbers, letters or marks of the packages;
- (g) the fact that the transport involves a live animal.

ArBcle 12 **Presumption of liability-exempting circumstances**

1. If the carrier proves that, in view of the circumstances of the case, failure to fulfill his obligations under Article 9, paragraphs 2 and 3, may result from one or more of the special risks referred to in Article 11, it is presumed that non-compliance results from this. The person who is entitled to the goods vis-à-vis the carrier can, however, prove that this non-compliance was not wholly or partly caused by one of these risks.
2. The presumption referred to above does not exist in the case referred to in Article 11 under a, if there is an unusually large shortage or an unusually large loss of packages.
3. If, in accordance with what has been agreed upon by the parties, the transport takes place by means of a vehicle specially equipped to withstand the influence of heat, cold, temperature differences or humidity of the air, the carrier may apply for exemption of his liability as a result of this influence only invoke Article 11 under d if he proves that all measures which he was obliged to take, taking into account the circumstances, have been taken with regard to the selection, maintenance and use of these establishments and that he has complied with the special instructions referred to in the fifth paragraph.
4. The carrier can only invoke Article 11 under g if he proves that all measures, which he was normally obliged to take, taking into account the circumstances, have been taken and that he has complied with the special instructions referred to in the fifth paragraph.
5. The special instructions referred to in paragraphs 3 and 4 of this Article must have been given to the carrier before the carriage commenced, he must have expressly accepted them and, if a consignment note has been issued for such carriage, they must: are listed thereon.
The mere mention on the consignment note does not constitute proof in this regard.

ArBcle 13 **Compensation**

1. The compensation owed by the carrier due to non-compliance with its obligation under Article 9, paragraph 2, is limited to an amount of € 3.40 per kilogram; the carrier is not liable under the contract of carriage for damage other than damage resulting from loss of or damage to the goods, such as consequential damage, business interruption or immaterial damage.
2. The number of kilograms used to calculate the amount referred to in paragraph 1 assumed, is the weight of the damaged or undelivered item stated on the consignment note.
3. If the carrier is liable because he did not deliver within the reasonable term as referred to in Article 9, paragraph 3, the delay damage is limited to once the freight; if the period referred to in arBcle 9, paragraph 3, has been agreed in writing, the delay damage is limited to twice the freight.
4. Expedition costs, preparation costs and other costs incurred to determine and realize the value of the damaged or lost goods or goods delivered with delay, are regarded as a reduction in the value of that good.

5. If the carrier is liable because he has an obligation incumbent upon him by virtue of Articles 8:1115 paragraph 2 and 8:1118 paragraph 3 of the Dutch Civil Code or of Articles 6 paragraph 1, 19 paragraph 4, 21 or 25 of these conditions, any compensation owed by him in this respect will not amount to more than what he could owe in the event of total loss of the goods involved.

Article 14 **Willful intent and willful recklessness**

An act or omission by anyone, except the carrier himself, done with intent to cause the damage, or recklessly and with knowledge that such damage would probably result, does not deprive the carrier of any right to exclusion. or limitation of its liability.

Article 15 **Notification of damage**

1. If the goods are delivered by the carrier with externally visible damage or loss without the consignee, upon or immediately after acceptance of the goods, notifying the carrier of a written reservation stating the general nature of the damage or loss. delivered, the carrier is deemed to have delivered the goods in the same condition in which he received them.
2. If the damage or loss is not externally visible and the addressee has not arrived one week after acceptance of the goods, a written reservation stating the general nature of the damage or loss has been brought to the attention of the carrier, the carrier is also deemed to have delivered the goods in the same condition in which he received them. received.
3. If the goods are not delivered within a reasonable or agreed period without the consignee having notified the carrier, within one week of acceptance of the goods, of a written reservation stating that the goods have not been delivered within that period. , the carrier is deemed to have delivered the goods within that period.

Article 16 **Claim law**

Both the sender and the consignee have the right vis-à-vis the carrier to demand delivery of goods in accordance with the carrier's obligations.

Article 17 **Cash on delivery**

1. Parties can agree that the goods will be charged with a cash on delivery, which, however, will not exceed the invoice value of the goods. In that case the carrier may only deliver the goods against prior payment of cash on delivery in cash, unless the sender has authorized the carrier to accept another method of payment.
2. If, after notification of arrival, it appears that the consignee does not receive the cash on delivery in accordance with the method of payment prescribed by the sender to the carrier,

the carrier must ask the sender for further instructions. The costs associated with the request for instructions are the responsibility of the sender. The carrier must follow the instructions given to him, insofar as this is reasonably possible, against reimbursement of costs and possibly payment of a reasonable remuneration, unless these costs have arisen through his fault.

If the sender gives instructions which mean that payment instructions must be delivered by the carrier, contrary to previously given payment instructions, these must be given to the carrier in writing. agreement Bg applies.

In the absence of instructions, the provisions of Article 21

3. The carrier is obliged, after a consignment has been delivered cash on delivery and the funds have been paid to him, to transfer the relevant cash on delivery fees to the sender without delay, but in any case within two weeks, or to transfer them to his bank or giro account. to write.
4. The period of two weeks referred to in paragraph 3 commences on the day on which the goods are received Delivered.
5. The consignee, who knows at the time of delivery that a cash-on-delivery amount is charged on the goods, is obliged to pay the carrier the amount owed by him to the sender.
6. If the goods have been delivered without prior collection of the cash on delivery, the carrier is obliged to compensate the sender for the damage not exceeding the amount of the cash on delivery, unless he proves that he or his subordinates were not at fault. This obligation does not affect his right of redress against the addressee.
7. Cash on delivery commission due is payable by the sender.
8. All claims against the carrier under a cash on delivery clause become time-barred after one year, counting from the day following the day on which the goods were delivered or should have been delivered.

ArBcle 18 **Reserved by the carrier**

Under the application of these terms and conditions, the carrier reserves the right: a) to transport the goods in or by means of those means of transport which will appear to him and, if necessary, to keep the goods in such means of transport, storage spaces or storage places, if he will approval, irrespective of whether these means of transport, storage spaces or storage places belong to the carrier or to third parties;

b) to freely determine the route to be followed, and therefore also to deviate from the usual route. He is also entitled to visit those places which he considers desirable for the conduct of his business.

ArBcle 19 **Foreclosure after acceptance**

1. If, after receipt of the goods by the carrier, the transport is reasonable cannot be commenced, continued or completed within a reasonable period of time, the carrier is the carrier

obliged to inform the sender of this. The carrier and sender then have the authority to cancel the agreement.

2. The termination is effected by written notification to the other party and the agreement ends at the time this notice is received.
3. The carrier is not obliged to take care of further transport to the place of destination and is authorized to unload the goods and store them at a suitable place; the sender is authorized to take possession of the goods. The costs incurred in connection with the cancellation with regard to the goods, subject to paragraph 4, shall be borne by the sender.
4. Except in case of force majeure, the carrier is obliged to compensate the sender for damage caused by this suffered as a result of the termination of the agreement.

ArBcle 20 **Stacking transport; transit**

1. When part of the transport, whether or not after transshipment of the goods, takes place on inland waterways, the carrier's liability for that part is determined by Articles 9 and 13 of the General Ferry and BeurtvaartCondiBes.
2. If the carrier, after delivery of the goods transported by him, undertakes to have those goods transported further, he acts in the capacity of forwarding agent and his liability in that capacity is limited to € 3.40 per kilogram of the damaged or lost items; further compensation for any damage whatsoever is not due.

ArBcle 21 **Storage in case of non-appearance by the addressee**

1. If the addressee does not appear after notification of the arrival of the goods, if he does not start taking delivery of the goods, if he does not continue to do so regularly and expeditiously, if he refuses to accept the goods or to sign, the goods can be stored by the carrier at the expense and risk of the sender in a manner and place to be determined by the carrier with due observance of reasonable care - if necessary also in the means of transport in which they were transported - or parked; the carrier is obliged to inform the sender.
2. With due observance of paragraph 1, the carrier may also proceed to storage or garaging if the provision of security as referred to in Article 23, paragraph 5, is refused, or if a dispute arises regarding the amount or the nature of the security to be provided.
3. Except in the case of attachment, the goods may, after a period of one week after the registered dispatch of written notice of the intended sale to the consignor, may be sold publicly or privately by the carrier on the consignor's behalf without any judicial authorization being required.
4. The sale can take place without observance of any term and without prior notice, if the goods are perishable or if storage would be harmful. When none or could cause damage or danger to the environment. When none

prior notice was given, the carrier is obliged to notify the sender after the sale.

5. With regard to livestock, the period referred to in paragraph 3 shall be three days thereafter it being understood that the carrier may, without observance of any time limit and without prior notice, proceed to sale if the condition of the livestock makes this desirable. If no prior notification has been given, the carrier is obliged to notify the sender after the sale.
6. The carrier keeps the proceeds of the goods sold, after a deduction of the amount of one possibly cash on delivery and a commission due to the carrier in connection therewith and of all that which is due to the carrier in respect of the goods sold, both for freight and for costs of storage or stabling and for other costs and damage, during six months after the acceptance of the goods at the disposal of the sender for transport, after which period he will place the amount made available under judicial custody.

Article 22 **Storage before, during and after transport**

If the sender and the carrier agree that the carrier will store the goods prior to or during the agreed transport or after the end of the transport, this storage will take place subject to the General Storage Conditions.

Consignor and carrier are accordingly designated as depositor and safe depositee respectively.

Article 23 **Retenrecht**

1. The carrier has a right of retention against any person who so requires on goods and documents in his possession in connection with the contract of carriage. This right does not accrue to him if, at the time that he received the goods for transport, he had reason to doubt the authority of the sender to make the goods available for transport.
2. The withholding court also relates to what is charged on the goods by way of cash on delivery, as well as to the commission due to him in connection with the cash on delivery, for which he does not have to accept security.
3. The carrier can also exercise the right of retention against the sender for that which is still owed to him in connection with previous contracts of carriage.
4. The carrier may also exercise a right of retention against the consignee, who has entered into previous contracts of carriage in that capacity, for that which is still owed to him in connection with those contracts.
5. If a dispute arises during the settlement about the amount due or a calculation that cannot be carried out quickly is necessary to determine this, the person who claims delivery is obliged to immediately pay the part on which the parties agree to be owed, and before payment to provide security for the part disputed by him or for the part, the amount of which has not yet been determined.

ArBcle 24 **Pledge**

1. All goods, documents and monies that the carrier has in his possession in connection with the contract of carriage serve as a pledge for all claims that he has against the sender.
2. Except in cases in which the sender is in a state of bankruptcy, has been granted suspension of payment or has been declared subject to a debt rescheduling scheme for natural persons, the carrier shall never be entitled to sell the pledged goods without the consent of the court agreementBg art. 3:248 paragraph 2 Dutch Civil Code.

ArBcle 25 **Lost business**

If goods have not been delivered within thirBg days after the day on which they were accepted for transport and it is unknown where they are located, they will be regarded as lost.

If within one year after the carrier has paid compensation to the person who has a right to delivery of goods against him in respect of the non-delivery of these goods, these goods or any of them turn out to have (come) under the control of the carrier after all, the the carrier is obliged to inform the sender or the consignee, who expresses his request to do so in writing, of this circumstance in writing and the sender or the consignee, respectively, has the right, against settlement of the compensation received from him, to still demand delivery of these goods. The same applies if the carrier has not paid any compensation for non-delivery, on the understanding that the period of one year commences on the day following that on which the goods should have been delivered. If the sender or the consignee does not exercise his right, the provisions of arBcle 21 shall apply.

ArBcle 26 **Indemnification; Himalaya clause**

1. The sender who has not complied with any obligation imposed on him by law or these conditions, is obliged to indemnify the carrier against all damage that he may suffer as a result of non-compliance with that obligation, when he is involved in the transport of the goods are addressed by a third party.
2. When auxiliary persons of the carrier are involved in the transport of the goods addressed, these persons can invoke any limitation and/or exemption of liability, which the carrier can invoke under these terms and conditions or any other legal or contractual provision.

ArBcle 27 **Interest on default**

ParZes owe statutory interest on an amount owed by them on the basis of art.

6:119 Dutch Civil Code.

ArBcle 28 **Limitation**

1. All based on the contract of carriage or related to that contract legal claims become time-barred after one year.
2. Insofar as a carrier seeks recourse against a person whose services the carrier has used for the performance of the contract of carriage for what he owes to the sender or the consignee, this shall commence from the moment as stipulated in art. 8:1720 paragraph 1 of the Dutch Civil Code, a new period of prescription which is three months.

ArBcle 29

Forum selection; choice of law

1. All disputes arising from or related to an agreement for domestic road transport between parties domiciled in the Netherlands will be settled exclusively by the competent court in Rotterdam, unless the parties have agreed otherwise in writing.
2. Dutch law applies to all legal relationships arising from or related to the contract of carriage.

Clarification: Arbitrations Disputes are resolved only in one court in the Netherlands