



## **DUTCH FORWARDING CONDITIONS**

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Artikel 1. Define(es)

In these Conditions:

1. **Third party(ies):** all those, not being subordinates, with whom the Forwarding Agent has engaged on behalf of the Client, regardless of whether the Forwarding Agent has engaged itself in its own name or in the name of the Client;
2. **Services:** all acts and activities, in whatever form and by whatever name, performed by the Forwarding Agent for or on behalf of the Client;
3. **Forwarder:** the natural or legal person who performs Services for the Client and who makes use of these Terms and Conditions, which person is not exclusively understood to mean the forwarder as referred to in Book 8 of the Dutch Civil Code;
4. **Client:** any natural or legal person who gives an order to the Forwarding Agent to perform Services and concludes the Agreement with the latter, regardless of the agreed method of payment;
5. **Agreement:** the agreement concluded by the Forwarding Agent and the Client with regard to the Services to be performed by the Forwarding Agent, of which these Terms and Conditions form part;
6. **Force majeure:** all circumstances which the Forwarding Agent cannot reasonably avoid and the consequences of which the Forwarding Agent cannot reasonably prevent;
7. **Conditions:** these Dutch Forwarding Conditions.
8. **Item(s):** the items to be made available or made available by or on behalf of the Client to the Forwarding Agent, its auxiliary person or Third Parties with regard to the performance of the Agreement.

### scope

Artikel 2. scope

1. These Conditions govern all offers, agreements, legal and de facto acts with regard to the Services to be performed by the Forwarding Agent, insofar as these are not subject to mandatory law. These Terms and Conditions apply to the legal relationship between par(ies), even after the Agreement has ended.
2. To the extent that any provision in these Terms is unenforceable or otherwise unenforceable, this will not affect the validity of the other provisions in these Terms.

be deemed to be such a stipulation that, legally permitted, comes closest to the purport of the (re)new(ed) stipulation.

3. In the event of conflicts with translated conditions, the Dutch version of these Terms.

### Artikel 3. Third parties

The Client gives the Forwarding Agent free rein to engage Third Parties for the performance of the Agreement and to accept the (general) terms and conditions of those Third Parties at the expense and risk of the Client, unless agreed otherwise with the Client. At the request of the Client, the Forwarding Agent is obliged to hand over (a copy of) the (general) terms and conditions under which it has contracted with those Third Parties to the Client.

## Establishment of the agreement

### Artikel 4. Realization Agreement

1. All offers made by the Forwarding Agent are without obligation.
2. Agreements, as well as amendments and additions thereto, only come into effect if and insofar as Forwarding Agent has confirmed them in writing or Forwarding Agent has commenced the performance of the Services.

## Customs work

### Artikel 5. Customs work

1. Providing the Forwarding Agent with information that is reasonably provided for the performance of customs formalities constitutes an order to do so, unless agreed otherwise in writing.
2. This order is accepted by the Forwarding Agent by means of an express written confirmation or by the Forwarding Agent commencing the customs formalities.  
The forwarding agent is never obliged to accept an order to perform customs formalities.
3. If the Forwarding Agent becomes aware of data or circumstances from which it can be deduced that the Client has not complied with Article 9, paragraph 3 of these Conditions (has made incorrect and/or incomplete data and/or documents available) and on the basis of which the Forwarding Agent has would not have accepted the order to perform customs formalities, the Forwarding Agent is at all times entitled to terminate this order, whether or not laid down in a supplementary agreement and/or authorization, without any obligation to pay compensation, and not (further) to carry out.

## **Fees and other costs**

### Artikel 6. Fees

1. Quotations are always made on the basis of the prices applicable at the time of the offer (quote). If one or more cost price factors (including to understand rates, wages, costs of social measures and/or we\,s, freight and exchange rates, etc.) undergo an increase, the Forwarding Agent is entitled to charge this increase to the Client. The Forwarding Agent must be able to demonstrate the changes .
2. If all-in rates or fixed (fixed) rates are charged by the Forwarding Agent, these rates must be considered to include all costs that are generally payable by the Forwarding Agent in the normal course of the order.
3. Unless stipulated to the contrary, all-in rates and fixed (fixed) rates in any case do not include: duties, taxes and levies, consulate and legalization costs, costs for drawing up bank guarantee(es) and insurance premiums.
4. In the event of circumstances of such a nature that, when the Agreement was concluded, it was not necessary to take into account the chance that they would occur, which cannot be attributed to the Forwarding Agent and which exceed the costs of the performance of the significantly increase the Services, the Forwarding Agent is entitled to additional payment. Where possible, the Forwarding Agent will consult with the Client in advance. In that case, the additional payment will consist of the extra costs that the Forwarding Agent has to incur in order to perform the performance plus an additional fee to be determined in fairness for the performance to be performed by the Forwarding Agent.
5. Extraordinary expenses and higher labor costs, which arise when Third Parties, pursuant to any provision in the relevant agreements between Forwarding Agent and Third Parties, load or unloading are not included in the agreed prices, unless this has been stipulated separately. Such costs must consequently be reimbursed by the Client to the Forwarding Agent.
6. Unless there is intent or willful recklessness on the part of the Forwarding Agent, in the event of insufficient loading and/or unloading time, all ensuing costs, such as demurrage, waiting costs, etc., will be borne by the Client, even if the Forwarding Agent has received the bill of lading and /or the charter par(j, from which the extra costs arise, has accepted without protest. The Forwarding Agent must make every effort to avoid the costs.

## **Insurance**

### Artikel 7. Insurance

1. Insurance of any kind will only be taken out at the expense and risk of the Client after acceptance by the Forwarding Agent of the explicit written order from

Client, in which the Client clearly specifies the goods to be insured and the value to be insured. A statement of value or importance alone is not sufficient.

2. The Forwarding Agent will place the insurance with an insurer / insurance broker / insurance intermediary. The Forwarding Agent is neither responsible nor liable for the financial position of the insurer / insurance broker / insurance intermediary.
3. If, in the performance of the Services, the Forwarding Agent makes use of materials, such as trestle legs, cranes, forklifts and other equipment, which are not part of its standard equipment, the Forwarding Agent is entitled to take out insurance at the expense of the Client, which covers the risks arising for the Forwarding Agent from the use of these tools.  
Where possible, the Forwarding Agent will consult with the Client in advance about the use of such materials. If no (timely prior) consultation is possible, the Forwarding Agent will take the measures it deems best in the interests of the Client and will inform the Client accordingly.

## **Execution of the agreement**

### **Artikel 8. Delivery (time, method of shipment and route)**

1. The mere statement by the Client of a delivery time does not bind the Forwarding Agent. Times of arrival are not strict deadlines and are not guaranteed by the Forwarding Agent, unless agreed otherwise in writing.
2. If the Client has not given any specific instructions in this respect with his order, the method of dispatch and the route are at the choice of the Forwarding Agent, whereby the latter can always accept the documents, which have been obtained from the companies with which it has engaged for the execution of the order given to it. contracts are customary.

### **Artikel 9. Commencement of the Services**

1. The Client is obliged to make the Goods available to the Forwarding Agent or a Third Party in proper packaging at the agreed place, time and manner.
2. The Client is obliged to provide the Forwarding Agent with all such statements and documents in a timely manner regarding the Goods as well as with regard to the handling thereof, of which it knows or should know that they are important to the Forwarding Agent. comply with government regulations, including customs and excise regulations and tax regulations, the Client must timely provide all information and documents necessary for the Forwarding Agent to comply with those regulations.
3. The Client guarantees that the information and documents provided by it are correct and complete and that all instructions and Goods made available are in accordance with the law and regulations. The forwarding agent is not obliged, but is entitled, to examine whether the statements made to him are correct and complete.

## Artikel 10. Handling of Business

1. All manipulations such as checking, sampling, taring, counting, weighing, measuring, etc. and taking delivery under judicial expert(s) shall take place exclusively on the explicit instructions of the Client and against reimbursement of the costs.
2. Irrespective of the provisions of paragraph 1, the Forwarding Agent is entitled, but not obliged, to take all measures on its own authority and at the expense and risk of the Client, which it deems necessary in the interest of the latter. Where possible, the Forwarding Agent will consult in advance with If this is not possible, the Forwarding Agent shall take the measures it deems best in the interests of the Client and shall inform the Client, as soon as reasonably possible, of the measures taken and the associated costs.
3. The Forwarding Agent is not an expert with regard to the Goods. The Forwarding Agent is therefore not liable for any damage arising from or in connection with any statement made by the Forwarding Agent with regard to the condition, nature or quality of the Goods or with regard to the conformity of samples with the Goods.

## Liability

### Artikel 11. Liability

1. All Services are performed at the expense and risk of the Client.
2. Without prejudice to the provisions of ar(cle 17), the Forwarding Agent is not liable for any damage, unless the Client proves that the damage was caused by the fault or negligence of the Forwarding Agent or its subordinates.
3. The liability of the Forwarding Agent is in all cases limited to 10,000 SDR per event or series of events with one and the same cause of damage. With due observance of the aforementioned limit, in the event of damage, depreciation or loss of the Goods included in the Agreement, the liability will further be limited to 4 SDR per kg of damaged, depreciated or lost gross weight.
4. The damage to be compensated by the Forwarding Agent will never exceed the invoice value of the Goods to be proven by the Client, failing which the market value to be proven by the Client will apply at the time the damage occurred.
5. The Forwarding Agent is never liable for lost profit, consequential damage and immaterial damage, however caused.
6. If damage occurs during the performance of the Agreement for which the Forwarding Agent is not liable, the Forwarding Agent must, with due observance of the provisions of Article 19 of these Conditions, make an effort to recover the damage suffered by the Client from the party responsible for it. the damage is liable. The Forwarding Agent is entitled to charge the costs incurred in this respect to the Client. Upon request, the Forwarding Agent will cede its claims against the Third Parties engaged by it for the performance of the Agreement to the Client.

7. The Client is liable to the Forwarding Agent for all damage - including but not limited to material damage, immaterial damage, consequential damage, fines, interest, as well as penalties and forfeitures, including consequences due to non-timely clearance of customs documents and claims for product liability and /or intellectual property rights - which the Forwarding Agent suffers directly or indirectly as a result of, among other things, the non-compliance by the Client with any obligation under the Agreement or under applicable national and/or international laws and regulations, as a result of any incident that falls within the Client's sphere of risk, as well as as a result of the fault or omission in general of the Client and/or its subordinates and/or third parties engaged and/or employed by it.
8. The Client shall at all times indemnify the Forwarding Agent against claims from third parties, including subordinates of both the Forwarding Agent and the Client, which are related to or arise from the damage referred to in the previous paragraph.
9. The Forwarding Agent, who does not carry out the transport itself, is liable, even in the event that all-in or fixed rates have been agreed, not as a carrier, but always as a carrier in accordance with (count 2 section 3 of Book 8 of the Civil Code, whereby the liability is governed by these Terms.
10. If the Forwarding Agent is held liable by the Client outside the Agreement for damage caused during the performance of the Services, the Forwarding Agent will not be liable any further than it would be under the Agreement.
11. If the Forwarding Agent can derive a defense against the Principal from the Agreement to defend itself against its liability for the conduct of a Third Party or subordinate, then a Third Party or subordinate may also invoke this defense if it is held liable by the Principal on the basis of this conduct. , as if the Third Party or subordinate himself was party to the Agreement.
12. If a Forwarding Agent is sued outside of an agreement with regard to damage or loss of a Good or delay in delivery by someone who is not a party to the Agreement or a contract for carriage concluded by or on behalf of the Forwarding Agent, he shall not be entitled to more liable than he would be under the Agreement.

#### Artikel 12. Force majeure

1. In the event of Force Majeure, the Agreement will remain in force, but the Forwarding Agent's obligations will be suspended for the duration of the Force Majeure.
2. All additional costs caused by Force Majeure, such as transport and storage costs, warehouse or site rental, demurrage and demurrage charges, insurance, removal, etc., are at the expense of the Client and must be paid to the Forwarding Agent at the first request. .

#### Artikel 13. Refusal carriers

If carriers refuse to sign for number, weight, etc., the Forwarding Agent is not responsible for the consequences thereof.



## Mandatory law

### Artikel 14. Agreement to have goods transported

These Conditions are without prejudice to Articles 8:61 paragraph 1 of the Dutch Civil Code (BW), 8:62 paragraphs 1 and 2 of the Netherlands Civil Code, 8:63 paragraphs 1, 2 and 3 of the Netherlands Civil Code.

## Payment

### Artikel 15. Terms of payment

1. The Client is obliged to pay the Forwarding Agent the agreed fees and other costs, freights, duties, etc. arising from the Agreement at the start of the Services, unless agreed otherwise.
2. The risk of exchange rate fluctuations is borne by the client.
3. The amounts referred to in paragraph 1 are also due if damage has occurred during the performance of the Agreement.
4. If, contrary to paragraph 1 of this article, a credit term is applied by the Forwarding Agent, the Forwarding Agent is entitled to charge a credit limitation surcharge.
5. Upon termination or dissolution of the agreement, all claims - including future ones - of the Forwarding Agent become immediately due and payable in full. In any case, all claims will be immediately due and payable in full if:
  - the Client is declared bankrupt, the Client applies for suspension of payment or otherwise loses the free disposal of all or a significant part of its assets;
  - the Client offers a composition to its creditors, is in default with the fulfillment of any financial obligation towards the Forwarding Agent, ceases to conduct its business or - in the case of a legal entity partnership or company - if it is dissolved.
6. The Client is obliged, at the first demand of the Forwarding Agent, to provide security for that which the Client owes or will owe to the Forwarding Agent. This obligation also exists if the Client itself has already had to provide or has provided security in connection with the amount due.
7. The Forwarding Agent is not obliged to provide security from its own resources for payment of freight, duties, levies, taxes and/or other costs, if this should be required. All consequences of non-compliance or non-immediate compliance with the forwarder's request for an obligation to furnish security shall be borne by the Client.

If the Forwarding Agent has provided security from its own resources, it is entitled to demand immediate payment from the Client of the amount for which security has been provided.

Where possible, the Forwarding Agent will consult with the Client in advance. If no (timely prior) consultation is possible, the Forwarding Agent will take the measures that it considers best in the interest of the Client and will inform the Client accordingly.

8. The Client is at all times obliged in connection with the Agreement to be collected or additionally collected or to be levied by any government, as well as to reimburse the associated fines to the Forwarding Agent.

The aforementioned amounts must also be reimbursed to the forwarding agent by the principal if the forwarding agent is held liable for the aforementioned amounts by a third party engaged by him in connection with the Agreement.

9. The Client shall at all times reimburse the Forwarding Agent for the amounts that are claimed or subsequently claimed from the Forwarding Agent in connection with the assignment as a result of incorrectly charged freights and costs, as well as all additional costs.
10. Recourse to setoff of claims for payment of fees arising from the Agreement, of the amount owed by the Client on other grounds with regard to the Services or of further costs burdening the Goods, with claims from the Client or suspension of the aforementioned claims by Client is not allowed.

#### Artikel 16. Allocation of payments and judicial and extrajudicial costs

1. Cash payments are deemed to have been made in the first place against unsecured claims.
2. The Forwarding Agent is entitled to charge extrajudicial and judicial costs for collection of the claim to the Client. The extrajudicial collection costs are due from the moment the Client is in default and amount to 10% of the claim with a minimum of € 100,-.

#### Artikel 17. Certainties

1. The Forwarding Agent has the right to refuse to anyone the delivery of Goods, documents and monies that the Forwarding Agent has or will receive for whatever reason and for whatever purpose.
2. The Forwarding Agent has a right of retention on all Goods, documents and monies that it holds or will acquire for whatever reason and for whatever purpose, for all claims that the Forwarding Agent has against the Client and/or the owner of the Goods. has or will receive, also with regard to claims that do not relate to those Goods.
3. The Forwarding Agent has a right of pledge on all Goods, documents and monies that the Forwarding Agent holds or will hold for whatever reason and for whatever purpose, for all

claims that the Forwarding Agent has or will have against the Client and/or the owner of the Goods.

4. The Forwarding Agent may consider anyone who entrusts Goods to the Forwarding Agent for the provision of Services on behalf of the Client as authorized by the Client to establish a right of lien on those Goods.
5. If a dispute arises during settlement about the amount due or a calculation is required to determine this amount that cannot be carried out soon, at the discretion of the Forwarding Agent, the Client or the person requesting delivery shall, at the request of the Forwarding Agent, be obliged to of which there is agreement to pay immediately and to provide security for the payment of the disputed part or of the part, the amount of which has not yet been determined.
6. The Forwarding Agent may also exercise the rights referred to in this a(le) (right of pledge, right of retention and right to refuse delivery) for that which is still owed to it by the Client in connection with previous assignments and for that which is paid by way of cash on delivery on the case press.
7. Any collateral shall be sold at the expense of the Client in the manner determined by law or, if there is agreement on this, privately.
8. At the first request of the Forwarding Agent, the Client will provide security for costs paid or to be paid by the Forwarding Agent to third parties or governments and other costs that the Forwarding Agent incurs or expects to incur for the benefit of the Client, including, among other things, freight, port costs, duties , taxes, levies and premiums.
9. In the absence of documents, the Forwarding Agent is not obliged to issue indemnification or provide security. If the Forwarding Agent has issued an indemnity or provided security, its Client is obliged to indemnify it against all consequences thereof.

## **Final Provisions**

### **Artikel 18. Termination of the Agreement**

1. The Forwarding Agent may terminate the Agreement with immediate effect if the Client:
  - discontinues his profession or business completely or for a significant part; - loses the free disposal of his assets or an important part thereof;
  - loses its legal personality, is dissolved or is effectively liquidated; is declared bankrupt; - offers
  - an arrangement outside bankruptcy; - appliesfor suspension of payments; - loses control of his goods or an important part thereof as a result of seizure.

2. If the Forwarding Agent continues to imputably fail in the fulfillment of one or more of its obligations under the Agreement, the Client may, without prejudice to its right to compensation for damage suffered in accordance with Article 11,  
Dissolve the agreement in whole or in part with immediate effect, after:
  - he has motivated the Forwarding Agent by registered letter stating the  
The forwarding agent has failed to comply and has set a term of at least three (g) days for compliance and;
  - the Forwarding Agent has not yet fulfilled its obligations at the end of that term.
  
3. If the Client continues to imputably fail to fulfill one or more of its obligations under the Agreement, the Forwarding Agent may, without prejudice to its right to compensation for damage suffered, dissolve the Agreement in whole or in part with immediate effect, after notifying the Client by registered letter. has set a deadline of at least four(s) days for fulfillment and the Client has not yet fulfilled its obligations at the end thereof. If by setting such a deadline the Forwarding Agent's interest in the uninterrupted company would be disproportionately harmed, it can also dissolve the Agreement without observing a deadline.
  
4. None of the Par(ies can dissolve the Agreement if the shortcoming, in view of its special nature or minor significance, does not justify the dissolution with its consequences.

#### Artikel 19. Proceedings against third parties

Legal and arbitration proceedings against third parties will not be conducted by the Forwarding Agent, unless it declares itself prepared to do so at the request of the Client and at the Client's expense and risk.

#### Artikel 20. Prescription and decay

1. Without prejudice to the provisions of paragraph 5 of this ar(cle), any claim lapses by the mere lapse of nine months.
  
2. Any claim against the Forwarding Agent lapses by the mere lapse of 18 months.
  
3. The periods referred to in paragraphs 1 and 2 commence on the day following that on which the claim has become due and payable, or the day following that on which the injured party became aware of the damage. Without prejudice to the foregoing, the aforementioned periods for claims relating to damage, depreciation or loss of the goods commence on the day following the day on which the Goods were delivered or should have been delivered by the Forwarding Agent.
  
4. In the event that the Forwarding Agent is held liable by third parties, including any government, the periods referred to in paragraphs 1 and 2 will commence from the first of the following days:
  - the day following that on which the Forwarding Agent is sued by the third party; • the day following that on which the Forwarding Agent has paid the claim against it.If the Forwarding Agent or a third party engaged by it has lodged an objection and/or appeal, the periods referred to in paragraphs 1 and 2 commence on the day following that on which the decision in the objection and/or appeal has become final.

5. Unless the situation as referred to in paragraph 4 of this article arises, if after the term of prescription one of the parties is sued for what he owes to a third party, a new term of prescription begins to run for three months.

**Artikel 21.** choice of law

1. All Agreements to which these Terms and Conditions apply are subject to Dutch law.
2. The place of settlement of the Forwarding Agent shall be deemed to be the place of settlement and claims settlement.

**Artikel 22.** Quote (tel

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

**Disputes**

**Artikel 23.** Arbitration

1. Disputes are only resolved in a court in the Netherlands in Rotterdam.