

Conditions for Carriers

In these Conditions the following words will have the following meaning:

“**CHRE**” shall mean C.H. Robinson Europe B.V. with registered offices at Parnassusweg 821, 1082 LZ Amsterdam, The Netherlands, for itself and on behalf of its affiliated companies and divisions.

“**Carrier**” shall mean the person or company which accepts goods for carriage through receipt of a Transport Confirmation from CHRE.

“**Conditions**” shall mean the latest version of these below terms and conditions.

“**General Operational Instructions**” shall mean the written instructions for Carriers as attached to these Conditions.

“**Transport Confirmation**” shall mean the written confirmation of the ordered transport sent by CHRE to Carrier.

“**Transport Instructions**” shall mean the instructions, specific to an ordered transport, issued by CHRE to Carrier.

1. PURPOSE

1.1 CHRE sells transportation and intermodal services to its customers. CHRE engages different carriers to perform these transportation services, including Carrier.

1.2 These Conditions govern all dealings between CHRE and Carrier.

1.3 These Conditions do not entitle Carrier in any way whatsoever to a minimum number of instructions. CHRE will decide, in its own discretion, when to ask Carrier for a quotation and/or to instruct Carrier.

2. MANDATORY LAW

2.1 When the relation between CHRE and Carrier is governed by legislation that is mandatorily applicable (cannot be waived), such mandatory legislation shall take precedence over these Conditions. Where the governing legislation is not mandatory (can be waived and/or agreed differently), and a conflict arises between the terms of these Terms and Conditions and such non-binding legislation, these Conditions shall take precedence over the non-binding legislation, and CHRE and the Carrier expressly agree to waive and/or contract differently than such non-binding legislation.

2.2 All other aspects, including all legs of the intermodal transport, as the case may be, however, shall be governed by these Conditions, which shall be construed to deviate, where relevant, from any legislation that is not mandatorily applicable, to the fullest extent allowed.

3. SUBCONTRACTING

3.1 All transport orders must be transported with Carrier's own vehicle fleet. Subcontracting by Carrier is not allowed unless approved in writing by CHRE or in case the subcontractor is integrated with Carrier's own vehicle fleet as defined in and in strict accordance with these Conditions.

3.2 Integrated subcontracting is only authorised by CHRE insofar as it is defined as the result of a demanding selection process by the Carrier; as such, the following conditions must absolutely be met:

a. The Carrier and subcontractor must have contractualized their professional relation, and the signed contract must reflect the quality, health and safety, security and environmental requirements imposed on the Carrier by the various regulations and by CHRE.

b. to this end, the assessment of the subcontractor's performances must be integrated into the assessment of the Carrier's Quality performances.

c. The subcontracting carrier must be included in a list of subcontractors kept up-to-date by the Carrier as part of a subcontracting verification and control procedure; at any time, CHRE may ask to be provided with this list.

d. The subcontracting carrier must be integrated into the Carrier's management; the subcontracting carrier's employees must take part in the same professional information meetings and in the same training sessions as the ones organised for the Carrier's employees, though it is obviously the responsibility of the subcontractor to pay for and organise the scheduling of its own employees, and to pay for the said training sessions.

e. Should the subcontracting carrier's employees not actually take part in the same meetings and training sessions as the ones organised for the Carrier's employees, the latter must be able to provide proof of the continuous control that it exercises with regard to the existence and content of the meetings and training sessions provided to the subcontracting carrier's employees.

3.3 If Carrier is found in breach of this provision, CHRE may offset freight payment owed to Carrier, in order to compensate the underlying subcontractor for services rendered under this contract.

3.4 Carrier shall always be considered a carrier and be liable to CHRE and its Customers as such, and Carrier shall never be able to claim that he acted in any other capacity, such as that of a forwarder.

4. ORDER AND TRANSPORT CONFIRMATION

4.1 Every order shall be confirmed by CHRE in a written Transport Confirmation, which shall be sent to Carrier by any appropriate means of communication, including electronic communication such as fax or e-mail or EDI/XML. CHRE shall only be bound if and from the moment that a Transport Confirmation has been sent.

4.2 The Transport Confirmation shall have full probative value between CHRE and Carrier, regardless of the communication method by which it was sent. The fact that Carrier performed, or commenced to perform the order shall be deemed irrefutable proof of receipt of the Transport Confirmation by Carrier. Carrier shall never be allowed to argue, in any way whatsoever, that the Transport Confirmation is deprived of legal effectiveness and validity or of probative value on account of the communication means (including electronic means) by which it has been sent.

5. CARRIER'S OBLIGATIONS

5.1 Carrier shall at all times comply with all applicable legislation and regulations, including but not limited to permit and license requirements, equipment and maintenance requirements, safety requirements, environmental standards, labor law requirements, etc. Carrier shall ensure that all parties for which it is responsible (employees, subcontractors, agents, representatives, etc.) shall also at all times comply with this legislation and regulations.

and attorneys' fees (“Claims”) caused by, relating to, arising from, or in connection with the transportation services performed by Carrier, except however, that Carrier

5.2 Carrier shall not employ or utilize in any manner child labor, and shall ensure that all parties for which it is responsible (employees, subcontractors, agents, representatives, etc.) do not do so either. Child labor shall mean any individual below the minimum employment age set by national law or by ILO Convention 138, whichever is higher.

5.3 Carrier shall comply with the current version of CHRE's General Operational Instructions, which are attached hereto and incorporated with and made part of these Conditions through this reference and with the specific Transport Instructions contained in the Transport Confirmation.

5.4 Carrier warrants that its employees, agents, and subcontractors shall not perform any service for CHRE while under the influence of alcohol or any controlled substance. Carrier, its employees, agents, and subcontractors shall not use, possess, distribute or sell alcoholic beverages, illicit or unprescribed controlled drugs, drug paraphernalia, or misuse legitimate prescription drugs while performing Services for CHRE.

5.5 Carrier shall not, in any circumstance whatsoever, exercise any lien or other right of retention on cargo, freight or property of CHRE or of its customers.

6. CARRIER'S CARGO LIABILITY AND CLAIMS

6.1 Carrier accepts to be liable as a primary carrier and any defenses to act as forwarding agent to arrange carriage or being a successive carrier are explicitly excluded.

CHRE's customers are intended beneficiaries of Carrier's liabilities set forth in these Conditions and the obligations set forth in these Conditions are deemed to create a third-party rights in favor of CHRE's customers, and Carrier explicitly recognizes and accepts that CHRE's customers shall have a direct action against him in the event claims arise.

6.2 In case of loss of or damage to the carried goods, or delay in the delivery of the carried goods, Carrier shall indemnify and hold harmless CHRE and its customers for the value of the goods according to, in the case of international carriage of goods, the limitations outlined in the CMR convention; in the case of domestic haulage of goods, the limits outlined in the applicable national convention shall apply. Carrier accepts liability without any limitation in case of possible contamination of the goods caused by, including but not limited to, unauthorised access, odours, infestation by pests or vermin, any spillage or dirt, glass, wood, mould, mildew, fungus or other foreign matter.

6.3 CHRE shall file a claim (i) for loss or damage to shipments within twelve (12) months from the date of delivery and (ii) for delay (or non-delivery) within nine (9) months of the date that delivery reasonably should have been made. Within ninety (90) days of receiving a claim from CHRE for loss, damage, or delay, Carrier shall pay or deny the claim (in which case the reasons for denial shall be fully explained), or make a firm compromise offer.

6.4 In the event branded or labeled goods are damaged, CHRE's customer may determine, in its sole discretion, whether the goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of CHRE's claim against Carrier. If CHRE's customer permits its goods to be salvaged and Carrier pays the full, actual value of the damaged goods Carrier may retain custody of the goods after removing all identifying marks or labels.

6.5 If, as a result of damage to the goods occurred during transport, Carrier is instructed, at CHRE and/or its customer's discretion, to carry back the goods to the loading address or to carry to any other place, the resulting costs shall be for Carrier's account.

6.6 To the extent that any of these Conditions are inconsistent with the Convention on the Contract for International Carriage of Goods by Road (CMR), and the Regulations thereto or similar provincial or territorial legislation having jurisdiction, and/or the provisions of any bill of lading, the terms of these Conditions shall prevail.

7. INSURANCE

7.1 Unless greater insurance limits are required as instructed by CHRE or by law, Carrier agrees to procure and maintain at its own expense the following insurance in at least the following amounts:

a. Cargo Insurance: CMR Coverage up to and not less than € 25 000 per shipment

b. General Auto Liability Insurance: €750 000 per occurrence;

c. Worker's compensation: as required by law;

d. Any additional Endorsements or requirements where required by law or regulation;

(Note: Possessing insurance limits in excess of the minimums outlined above will result in greater freight opportunities for Carrier).

7.2 Upon request, Carrier shall furnish written evidence of its insurance coverage to CHRE.

7.3 Carrier will advise CHRE of any change in its insurance coverage thirty (30) days prior to the effective date of such change.

7.4 Carrier's liability for cargo loss or damage described in these Conditions and its indemnification described in these Conditions will not be reduced or limited by the actual insurance policy limits that Carrier chooses to purchase.

8. INDEMNIFICATION

8.1 Carrier's liabilities set forth in these Conditions and the obligations set forth in these Conditions are deemed to create third-party rights in favor of CHRE's customers, and Carrier explicitly recognizes and accepts that CHRE's customers shall have a direct action against him in the event claims arise.

8.2 In addition, Carrier agrees to defend, indemnify and hold CHRE and its customers harmless from and against any and all expenses, damages (including but not limited to bodily injury or death to any persons and/or damage to any property and/or direct, indirect and/or consequential), claims, actions, demands, losses, liabilities, fines, penalties, costs (actual, potential, threatened or pending),

effect, including but not limited to, periodic safety inspections, annual safety inspections and emissions testing pursuant to the standards set out in the

shall have no obligation to indemnify CHRE or its customers as set forth herein to the extent that the Claims result solely from the willful or negligent acts of CHRE or its customers, respectively.

8.3 Carrier shall indemnify CHRE and/or its customers for any fines that may be imposed on CHRE or its customers by reason of Carrier violating any applicable law or regulation.

9. PAYMENT

9.1 Carrier shall send CHRE the original consignment note and (CMR) waybill, signed for receipt by the consignee, any additionally required load documents and Carrier's invoice within fifteen (15) days of delivery of the goods in case of international transport and within seven (7) days in case of domestic transport.

9.2 CHRE shall meet its payment obligations within the time agreed on the Transport Confirmation upon receipt of a valid invoice and the original consignment note or (CMR) waybill.

9.3 CHRE shall be entitled to suspend its payment obligations if it has any claim whatsoever against Carrier, even if this claim has not been proven or accepted yet, and shall be entitled to set off proven or accepted claims against any payable CHRE may have with Carrier for whatever reason.

9.4 Carrier shall not, under any circumstance whatsoever, claim payment from CHRE's customers directly.

9.5 If Carrier uses a factoring company, it shall immediately notify CHRE in writing when it stops using factoring or changes factoring company. If Carrier fails to do so, payments made by CHRE to the previous factoring company shall be valid and shall liberate CHRE.

10. PERIOD OF LIMITATION

10.1 Any claim regarding transportation services performed under these Conditions shall be time barred if it is not asserted in writing within one (1) year from the date these services have been performed.

10.2 Any other claim arising under these Conditions shall be time barred if it is not asserted in writing within one (1) year from the date the claim comes into being.

11. CANCELLATION OF ORDERS

The following shall be grounds for CHRE to cancel an order without any liability towards Carrier:

- (1) Failure to comply with applicable legislation or regulations;
- (2) Failure to maintain the required permits and licenses;
- (3) Failure to maintain the required insurance coverage.

12. DELAY

12.1 If a delivery date and/or time is specified in the Transport Confirmation, Carrier shall respect that date and/or time, and shall be liable for any loss or damage caused by his failure to do so.

12.2 If no delivery date and/or time is specified in the Transport Confirmation, Carrier shall deliver the goods at destination with reasonable dispatch, and shall be liable for any loss or damage caused by his failure to do so.

12.3 Carrier shall not be entitled to any compensation or extra payment by CHRE if a transport is delayed or takes longer than expected.

13. DROP TRAILER / INTERCHANGE AGREEMENTS

In the event that Carrier participates in a drop trailer / trailer interchange arrangement with any of CHRE's customers or vendors, Carrier agrees that it shall address all damage or liability issues directly with the responsible customer or vendor. Carrier agrees that CHRE shall only be responsible for the direct acts of its own employees. If Carrier agrees to interchange equipment with another carrier or to use equipment owned by a third party, Carrier will address any interchange issues directly with that motor carrier or equipment owner.

14. SEVERABILITY

14.1 All other terms and conditions and any special conditions of Carrier are explicitly excluded.

14.2 If any provision of these Conditions is held to be invalid, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Conditions shall remain in full force and effect.

15. APPLICABLE LAW AND COMPETENT COURT

These Conditions are governed by Dutch law. All disputes between Carrier and CHRE are submitted to the exclusive jurisdiction of the Dutch Arbitration Institute and shall be finally settled in accordance with the Arbitration Rules of the Dutch Arbitration Institute. The tribunal shall be composed of one arbitrator and the language of the proceedings shall be English. The place of arbitration shall be Rotterdam, The Netherlands. In case CMR is applicable, the tribunal shall apply such.

16. CONFIDENTIALITY CLAUSE

Carrier shall be obliged to maintain the confidentiality of all information that it receives from CHRE in connection with the performance of the instruction, as well as the content of its dealings with CHRE, and to use all such information solely in connection with the performance of the particular transportation services. Carrier shall not disclose this information or the content of its dealings with CHRE to third parties, whether directly or indirectly, in whatever form, either during the period in which it accepts instructions from CHRE, or after the expiry of said period.

17. FORCE MAJEURE

Neither CHRE nor Carrier shall be liable for any non-performance or delay in the performance of their respective obligations under these Conditions resulting from any force majeure. Whenever possible, in the event of a force majeure, the affected party shall promptly notify the other party in writing, stating the reasons for the inability to comply with the provisions of these Conditions, and the expected duration of the force majeure.

GENERAL OPERATIONAL INSTRUCTIONS v. 1.01 - 01/02/2010

Carrier shall at all times observe the following operational instructions:

1. (Preventive) Maintenance

Carrier shall have a preventive maintenance and ongoing maintenance program in daily rest break (in north western France or western Belgium) prior to arriving at the relevant channel port or rail terminal is unavoidable (e.g. because of unforeseeable traffic problems, legal restrictions or vehicle breakdown) best

applicable legislation and/or regulations.

2. Drivers

Carrier shall ensure that its drivers are properly trained and licensed, and are competent and capable of safely handling and transporting CHRE's shipments. Carrier agrees that all drivers will be dispatched in accordance with any applicable legislation and/or regulations, including but not limited to, the regulations on driving hours and rest periods.

3. Equipment

Carrier shall provide and maintain all equipment required for the services requested by CHRE and shall only use and provide equipment that is clean, dry, in good operating condition and repair, in compliance with all applicable legislations and/or regulations, and is suitable and properly configured to safely load, transport, and unload the shipments tendered by CHRE. In case Carrier takes equipment from shipper, CHRE is entitled to invoice the costs for such equipment to Carrier.

4. Safety standards

Carrier acknowledges that CHRE focuses increasingly on security and "courteousness on the road". Accordingly, Carrier shall give its drivers information and advice on road safety.

Carrier shall ensure that all loads:

- A. are loaded, discharged and handled in full compliance with the safety standards in force at the places where these operations take place, and
- B. are transported in full compliance with the safety standards of any and all jurisdictions on its route. Carrier must act in accordance with these safety standards.

C. are checked in terms of quantity and quality and placed in such way that these are properly protected.

Any deviation from prescribed safety standards is contrary to CHRE's policy and Carrier shall be solely and independently responsible for any consequence flowing from said deviation.

5. Environmental standards

Carrier undertakes to do what is needed to minimize the emission of harmful products in the air, water or soil in accordance with applicable laws and to maximize re-utilizable or recyclable products.

Carrier shall encourage its drivers to reduce fuel consumption and environmental impact, to use motorways and major roads and to avoid town centres insofar as possible. Generally, Carrier undertakes to have its drivers drive economically and in accordance with the "green driving" principles. Carrier shall ensure that all equipment and all loads are transported in full compliance with the environmental standards of any and all jurisdictions on its route and must act in accordance with these environmental standards. Any deviation from prescribed environmental standards is contrary to CHRE's policy and Carrier shall be solely and independently responsible for any consequence flowing from said deviation. Drivers of vehicles carrying ADR Goods must hold and carry on the vehicle the driver's training certificate prescribed by ADR (8.2.1) and issued by the competent authority of a contracting party or by any organization recognized by that authority.

6. Carriage of food products

All equipment provided for the transportation of food and/or food grade products will comply with the applicable legislation and/or requirements of the applicable jurisdiction, and Carrier shall ensure that none of the equipment so provided has been or will be used for the transportation of any waste of any kind, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products or cosmetics.

7. Trailer / load seals

Any seals applied to the trailer, or load, are not to be broken or removed prior to delivery at destination without prior written consent from CHRE.

- At all stopping points on the journey, the driver shall check that the seal and locks remain intact before proceeding.
- Any tampering or damage to the seal or lock shall be reported immediately to the local authorities and to CHRE.
- If the vehicle is opened for inspection by the authorities, suitable documentation must be obtained explaining why the seal has been broken. If possible the vehicle shall be re-sealed immediately after opening

8. Storage during transport

Where it is necessary to store the goods to be carried prior to or during carriage, Carrier shall ensure that if storage is required after Carrier's receipt of the goods, such goods shall be stored in a secure warehouse that is properly locked and fitted with an alarm system. Carrier will not trans-ship or store truckload shipments without written approval from CHRE

9. Parking during transport

Where it is necessary to park the vehicle in which goods are being carried during the weekend or at night, Carrier shall ensure that such parking occurs in a secure, guarded car park. Where this is not possible, Carrier shall ensure that the trailer shall have a king pin lock and, in the case of a panel van, the doors shall be fitted with an appropriately secure padlock.

10. Clandestine entrants and Theft

Carrier will ensure, by taking all reasonably necessary preventative measures, that the trailer is not breached by clandestine entrants including but not limited to parking in secured, guarded car park areas and other driver diligence. When crossing the English Channel, Carrier will not make stops or park for any reason, with the exception of emergency, within 200 kilometers of the ports of crossing or departure.

11. Journey Planning

Avoid stopping for daily rest breaks at or near to the channel port or rail terminals, in north western France or western Belgium, wherever feasible. If a

- A. the time at which the trailer is empty and driving to the pickup location
- B. when the goods are loaded
- C. daily status and location during transit before 10:00am each day

efforts should be made to use a high security parking area with security control, CCTV lighting, etc. It is, however, recognized that such facilities are extremely rare on the approaches to the ports and terminals in Belgium and North Eastern France. Should a high security parking area not be reasonably accessible, the facility which offers the highest available security within a reasonable distance must be used (e.g. a well-lit and heavily frequented area such as a fuel and services area on a major road where the vehicle can be kept under surveillance).

12. Reporting of carriage events to CHRE

12.1 Carrier shall inform CHRE, within one hour of occurrence:

D. when customs border crossings are passed

E. when the goods are unloaded

12.2 In the event of any delay, the Carrier shall notify CHRE immediately.

12.3 In the event of theft of and/or damage to the goods during carriage Carrier shall notify CHRE immediately.

12.4 Where the consignee observes loss or damage in respect of the goods carried, Carrier shall inform CHRE of this within one hour, or in any case as soon as is reasonably practicable.



C.H. ROBINSON