

EU GLOBAL FORWARDING GENERAL TERMS & CONDITIONS

Clause 1 General provisions

1.1 These Global Forwarding Services General Terms and Conditions ("General Terms and Conditions") shall apply to all offers made and contracts entered into by CH Robinson Europe BV, on behalf of itself and/or entered into by it on behalf of its affiliates and/or subsidiaries, all hereinafter referred to individually and jointly as "CHR"—such offers and contracts related to the provision of ocean and/or air freight forwarding services, ocean and/or air international transportation services, and the associated and supporting ground transportation related to such freight forwarding and/or international transportation services, and to all legal and factual acts performed in fulfillment of the above or in connection therewith. These General Terms and Conditions shall also apply *mutatis mutandis* in situations where one of CHR's offices abroad is to be regarded as the commissionee rather than CHR itself.

1.2 Except where explicitly agreed otherwise in writing, the applicability of general terms and conditions stipulated by the client shall be precluded.

1.3 The annulment or nullification of any provision in these General Terms and Conditions shall not affect the validity of the remaining provisions.

1.4 All offers made by CHR shall be without obligation and their revocation shall not be subject to any prescribed form, even where already accepted by the client. However, where CHR wishes to revoke an offer that has already been accepted by the client, it shall do this immediately.

1.5 CHR shall only be bound by any change(s) or addition(s) to an instruction where it has confirmed said change(s) or addition(s) in writing.

1.6 Subject to Clause 1.7, all contracts entered into between CHR and its client for the carriage of goods shall be forwarding contracts, in which CHR, in its role as forwarder, shall undertake to enter into one or more contracts of carriage on its client's behalf, for the carriage of goods to be made available by the client.

1.7. Only if CHR issues a CHRistal Lines ocean house bill of lading with the accompanying 'CHRistal Lines terms and conditions' in which bill of lading CHR is indicated as carrier, CHR is acting as a non-vessel operating common carrier or only if CHR issues an air house bill of lading with the accompanying 'IATA terms and conditions' in which air house bill of lading CHR is indicated as carrier, CHR is acting as an indirect air carrier.

Clause 2 Applicability of other conditions (Dutch Forwarding Conditions, CHRistal Lines terms and conditions, IATA terms and conditions)

2.1 Except where deviated from in these General Terms and Conditions or as otherwise expressly set forth herein, the Dutch Forwarding Conditions [*Nederlandse Expeditievoorwaarden*] with the exception of the arbitration clause (Article 23) shall apply to all forms of service provided by CHR even if these services are performed to a transport order except when Clause 1.7 applies. These Forwarding Conditions are attached to CHR's General Terms and Conditions as Annex 1.

2.2 Where CHR is acting as a non-vessel operating common carrier pursuant to Clause 1.7 and issues a CHRistal Lines ocean house bill of lading and the accompanying terms and conditions of service ("CHRistal Lines terms and conditions"), such CHRistal Lines terms and conditions shall apply. These CHRistal Lines terms and

conditions contain a jurisdiction clause stating that all lawsuits arising out of or related to carriage provided under the CHRistal Bill of Lading shall be brought in the United States District Court for the District of Minnesota.

2.3 Where CHR is acting as an indirect air carrier pursuant to Clause 1.7 and issues an air house bill of lading and the accompanying IATA terms and conditions of service ("IATA terms and conditions"), such IATA terms and conditions shall apply.

2.4 The Dutch forwarding conditions, and, where applicable, the CHRistal Lines terms and conditions or IATA terms and conditions shall be deemed to form an integral part of these General Terms and Conditions.

Clause 3 Performance of the contract

CHR shall be free to determine the method used for performance of the instruction issued to it, except where it has accepted specific instructions in this respect from the client. Wherever possible, CHR shall take into account the client's wishes with regard to the date, time, and duration of the performance, but shall not provide any guarantee whatsoever in this respect.

Clause 4 Obligations arising for the client

4.1 Notwithstanding the client's obligation to perform the contract entered into, which obligation arises for it by law, pursuant to conventions and treaties, or by virtue of the Dutch forwarding conditions or any agreements made, the following obligations shall apply in particular with regard to the provision of information and documents and the packaging of goods presented for carriage.

4.2 The client shall be obliged to provide CHR with timely notice of information pertaining to the goods and the handling thereof, which information the client knows or should know to be important for the carrier, including, in particular, the weight and dimensions of said goods. The client shall guarantee the correctness of the information provided by it.

4.3 The client shall guarantee the availability of all documents necessary for the performance of the instruction, except where agreed that CHR shall provide said documents. The client shall also guarantee the correctness and completeness of the information stated in the aforementioned documents.

4.4 Bearing in mind the intended method of carriage and handling, the client shall be obliged to ensure that the goods have been packaged correctly and adequately.

4.5 The client shall ensure that the goods to be carried are ready for loading and are loaded at the time and place agreed. Where no agreement has been made as to the exact time of loading, the client shall ensure that loading commences as soon as possible, no later than two hours after the arrival of the means of transport in question.

4.6 If damage to or the loss of the goods carried is determined after delivery, or delivery is not effected at all, the client shall inform CHR of this fact as soon as possible, and shall send CHR documents evidencing the consignment value of the goods damaged and/or lost within the period identified within the CHRistal Lines terms and conditions or the IATA terms and conditions, as applicable, or if either of those terms are not applicable, within three months of the date on which the damage or loss in question is determined.

4.7 In addition the client is obliged to indemnify and hold harmless CHR against any claims by whatever name, from whichever person, legal or private, concerning the latest version of:

- The (EC) Regulation No. 1907 / 2006 of December 18th 2006, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH);
- The (EC) Regulation No. 1272 / 2008 of December 16th 2008, concerning the classification, labelling and packaging of substances and mixtures.
- The Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act [*Wet Ketenaansprakelijkheid*];
- The Act on Environmental tax base, [*Wet belastingen op milieugrondslag*];
- Or similar regulations or legislation.

Clause 5 Right of refusal

5.1 CHR shall reserve the right to terminate a contract where:

- a. the carriage to which the contract relates is prohibited by any law or regulations applicable in the country of dispatch, the country designated for delivery, or any other country through which carriage is to be effected;
- b. the client fails to fulfill the payment obligations arising for it from a different contract with CHR;
- c. data pertaining to weight and/or dimensions are incorrect, as a consequence of which the intended method of carriage (including the use of the vehicle and/or other equipment intended) and/or the handling is no longer possible or permitted;
- d. CHR has any other valid reason to terminate the contract in question.

Clause 6 Hazardous substances

6.1 Notwithstanding the provisions of Clause 4, the client shall also be obliged, with regard to hazardous substances, to provide a written specification of the regulations to be observed according to applicable legislation and/or other government regulations. A hazardous substance shall be understood to mean a substance known to possess properties that are such that it constitutes a specific danger of a serious nature for people or goods, including, in any event, substances that are explosive, inflammable, oxidizing, or toxic.

6.2 Notwithstanding the provisions of Clause 5, CHR shall reserve the right to refuse performance of an instruction accepted by it for the forwarding of hazardous substances where CHR has sound reasons to do so in connection with the nature of the substances in question, or, depending on the route chosen and/or the destination agreed upon, to charge a hazardous duty surcharge where the carrier instructed to effect carriage imposes said surcharge on CHR.

Clause 7 Customs formalities

Except where agreed otherwise in writing, the client shall be responsible for all relevant customs formalities and shall ensure that said formalities are fulfilled. CHR is not liable for any claims arising out of or in connection with the performance of such customs formalities and the client shall be obliged to indemnify and hold harmless CHR against all third party claims related to the performance of the customs formalities.

Clause 8 Container demurrage and/or detention

The client is always liable for any demurrage and/or detention rates to be paid for containers used for the services and the client is obliged to indemnify and hold harmless CHR against all and any third party claims related to demurrage and/or detention of containers.

Clause 9 Liability

9.1 The Dutch Forwarding Conditions and Article 11 of said conditions in particular (Annex 1), shall apply to the liability arising for CHR unless the CHRistal Lines terms and conditions or the IATA terms and conditions apply pursuant to Clause 1.7 and Clause 2.2 or Clause 2.3 of CHR's General Terms and Conditions. Only if and insofar as CHR is unable to invoke the Dutch Forwarding Conditions, for whatever reason, the following shall apply.

9.2 CHR shall not be liable for any damage, including but not limited to damage to the goods and/or damage caused by the goods or the handling thereof, save where the client proves that the damage was caused as a result of an act or omission on the part of the board or management of CHR, done either with the intent to cause that damage or recklessly and with the knowledge that such damage would probably result therefrom. Any liability of CHR shall in any event never exceed a maximum of USD 100,000.- for each occurrence or series of occurrences with the same cause. Damage shall also be understood to include damage to third parties which CHR is obliged to compensate and/or damage caused by death or injury and any form of financial loss.

9.3 The client shall be obliged to compensate CHR for any damage caused to CHR in the performance of its services, including but not limited to damage caused by material or goods provided by the client to CHR for the purpose of executing the agreement and/or damage caused as a result of handling that material or those goods, save where the damage was caused as a result of an act or omission on the part of the board or management of CHR, done either with the intent to cause that damage or recklessly and with the knowledge that such damage would probably result therefrom. Damage shall also be understood to include damage to third parties which CHR is obliged to compensate; damage shall also be understood to include damage caused by death or injury and any form of financial loss.

9.4 CHR shall never be liable for consequential and/or immaterial damage or loss of profit, incurred by the client. Losses of demurrage of any means of transport (floating or rolling) or dispatch money are deemed to be consequential damage; loss of demurrage and/or detention of any containers are also deemed to be consequential damage.

9.5 The client shall be obliged to indemnify and hold harmless CHR against all third party claims relating to damage caused as a result of the services performed by CHR, save where such damage is caused as a result of an act or omission on the part of the board or management of CHR, done either with the intent to cause that damage or recklessly and with the knowledge that such damage would probably result therefrom. The client shall be obliged to indemnify and hold harmless CHR at all times and in all cases against third-party claims exceeding the total sum of USD 100,000.- for each occurrence or series of occurrences with the same cause. Damage shall also be understood to include damage to third parties which CHR is obliged to compensate; damage shall also be understood to include damage caused by death or injury and any form of financial loss.

9.6 Should employees of CHR and/or subcontractors whose services CHR employs for the purpose of implementing the agreement be held liable, such persons shall be entitled to invoke any limitation of and/or exemption from liability included in these General Terms and Conditions (including the terms and conditions cited in Clause 2) or any other statutory or contractual provision.

9.7 By special arrangement mutually agreed in writing, CHR may accept liability in excess of the limits set out in this Clause 9 provided that the client shall pay to CHR additional charges as decided by CHR from time to time. Details of the additional charges will be provided upon written request by the client.

9.8 All and any services provided by CHR gratuitously are provided on the basis that CHR will not accept any liability whatsoever.

9.9 It is agreed that superficial rust, oxidation, discoloration, or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the goods and acknowledgement of receipt of the goods in apparent good order and condition is not a representation that such conditions of rust, oxidation, discoloration, or the like did not exist on receipt.

Clause 10 Prices

Prices shall be based on the rates applicable at the time at which the contract is concluded. Where one or more cost price factors subsequently increase and/or where the value of the euro changes in relation to other foreign currencies and/or where the level of taxation changes, CHR shall be entitled to increase the original price accordingly.

Clause 11 Payment

11.1 Except where agreed otherwise in writing, no credit is granted by CHR to client and payment shall be due in advance of providing services, to a bank account designated by CHR.

11.2 Where the client fails to effect payment on time, it shall be in default by operation of law without any notice of default being required. Commencing on the date following that on which the term of payment expired, the client shall be charged an interest payment amounting to 1.5% per month on the amount outstanding, with part of a month also being calculated as a full month.

11.3 Where the client is in default and has been issued with a written notice of default, all losses and costs sustained in respect of collection shall also be for its account, whether sustained judicially or extrajudicially. The extrajudicial collection costs in respect of the amount due shall be fixed at 15% of the principal sum, with a minimum of € 150.-.

11.4 Except where deviated from in this Clause 11, Article 17 and Article 18 of the Dutch Forwarding Conditions shall apply unimpaired.

Clause 12 Complaints

12.1 Any complaints on the service provided by CHR shall be submitted in writing to the Central Claims and Quality Department, Teleportboulevard 120, 1043 EJ Amsterdam, The Netherlands, or shall be faxed to fax number 31 20 301 0599.

12.2 The submission of complaints shall never release the client from its payment obligation.

[END OF GENERAL TERMS AND CONDITIONS]

ANNEX 1 to the CHR's General Terms and Conditions

**DUTCH FORWARDING CONDITIONS GENERAL CONDITIONS OF THE
FENEX (Netherlands Association for Forwarding and Logistics)**

deposited at the Registry of the District Courts at Amsterdam,
Arnhem, Breda and Rotterdam on 1 July 2004

Article 1.

1. These general conditions shall apply to any form of service which the forwarder shall perform. Within the framework of these general conditions the term forwarder must not be understood exclusively to mean the forwarder as contemplated in Book 8 of the Dutch Civil Code. The party ordering the forwarder to carry out operations and activities shall be considered the forwarder's principal, regardless of the agreed mode of payment.

2. With respect to the operations and activities, such as those of shipbrokers, stevedores, carriers, insurance agents, warehousing and superintending firms etc. which are carried out by the forwarder, the conditions customary in the particular trade, or conditions stipulated to be applicable, shall also be applicable.

3. The forwarder may at any time declare applicable provisions from the conditions stipulated by third parties with whom he has made contracts for the purpose of carrying out the orders given to him.

4. The forwarder may have his orders and/or the work connected therewith carried out by third parties or the servants of third parties. In so far as such third parties or their servants bear statutory liability towards the forwarder's principal, it is stipulated on their behalf that in doing the work for which the forwarder employs them they shall be regarded as solely in the employ of the forwarders. All the provisions (inter alia) regarding non-liability and limitation of liability and also regarding indemnification of the forwarder as described herein shall apply to such persons.

5. Instructions for delivery C.O.D., against banker's draft etc., shall be deemed to be forwarding work.

Article 2.

1. All quotations made by the forwarder shall be without any obligation on his part.

2. All prices quoted and agreed shall be based on the rates, wages, costs incidental to social security and/or other provisions of law, freight and exchange rates applying at the time of quotation or contract.

3. Upon any change in any or more of these factors the quoted or agreed prices shall likewise be altered in accordance therewith and retroactively to the time such change occurred. The forwarder must be able to prove the change(s).

Article 3.

1. If the forwarder charges all-in or fixed rates, as the case may be, these rates shall be deemed to include all costs that in the normal procedure of handling the order are for the account of the forwarder.

2. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, cost of preparing bank guarantees and insurance premiums.

3. For work of a special nature, unusual job or work requiring a special amount of time or effort, an additional reasonable amount may at all times be charged.

Article 4.

1. In the event of loading and/or unloading time being inadequate - regardless of the cause thereof - all costs resulting therefrom, such as demurrage, etc., shall be borne by the principal, even when the forwarder has accepted the bill of lading and/or charter party from which the additional costs arise without protestation.

2. Expenses of an exceptional nature and higher wages arising whenever carriers by virtue of any provision in the shipping documents load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays, shall not be included in the agreed prices, unless specifically stipulated. Any such costs shall therefore be refunded by the principal to the forwarder.

Article 5.

1. Insurance of any kind shall be arranged only upon specific instructions in writing at the principal's expense and risk. The risks to be covered shall be clearly stated. A mere statement of the value is not enough.

2. If the forwarder has taken out any insurance in his own name he shall be bound - if so requested - only to transfer his claims against the insurer to his principal.

3. The forwarder shall not be responsible as regards the choice of the insurer and the latter's solvency.

4. When the forwarder uses derricks and any other such equipment for carrying out his orders he shall be entitled to take out insurance at his principal's expense to cover the forwarder's risk arising through the use of such equipment.

Article 6.

1. Unless agreed otherwise in writing, the supplying to the forwarder of data required for customs formalities shall imply an order to perform such formalities.

Article 7.

1. If the principal has not given any specific instructions with his order, the mode and route of transport shall be at the forwarder's option and the forwarder may at all times accept the documents customarily used by the firms with which he contracts for the purpose of carrying out his orders.

Article 8.

1. The principal shall ensure that the goods are tendered at the agreed place and time.

2. The principal shall ensure that the documents required for receipt and for dispatch, as well as the instructions, are in the forwarder's possession in proper time.

3. The forwarder shall not be obliged but shall be entitled to investigate whether the specifications stated to him are correct and complete.

4. In the absence of documents, the forwarder shall not be obliged to receive against a guarantee. Should the forwarder furnish a guarantee, he shall be saved harmless by his principal from and against all the consequences thereof.

Article 9.

1. All operations such as inspecting, sampling, tarring, tallying, weighing, measuring etc., and receiving goods subject to appraisal by a court-appointed expert shall take place only on the principal's specific instructions and upon reimbursement of the costs thereof.

2. Nevertheless, the forwarder shall be entitled, but not obliged, on his own authority and at his principal's expense and risk to take all such action as he deems necessary in the principal's interest.

3. The forwarder shall not act as an expert. He shall in no way be liable for any notification of the state, nature, or quality of the goods; nor shall he be under any obligation to ensure that the shipped goods correspond with the samples.

Article 10.

1. The addition of the word "approximately" shall allow the principal the freedom to supply 2.5% more or less.

Article 11.

1. All operations and activities shall be at the principal's expense and risk.

2. Without prejudice to the provisions of Article 16, the forwarder shall not be liable for any damage whatsoever, unless the principal shall prove that the damage has been caused by fault or negligence on the part of the forwarder or the latter's servants.

3. The 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, on the understanding that in the event of damaging, loss of value or loss of the goods comprised in the order, the liability shall be limited to 4 SDR per kilogram damaged or lost gross weight, the maximum being 4,000 SDR per consignment.

4. The loss to be indemnified by the forwarder shall never exceed the invoice value of the goods, to be proved by the principal, in default whereof the market value - to be proved by the principal - at the time when the damage has occurred shall apply. The forwarder shall not be liable for lost profit, consequential loss, and pain and suffering.

5. If during the execution of the order damage occurs for which the forwarder is not liable, the forwarder shall make efforts to recover the principal's damage from the party that is liable for the damage. The forwarder shall be entitled to charge to the principal the costs incidental thereto. If so requested, the forwarder shall waive in his principal's favor his claims against third parties engaged by him for the purpose of carrying out the order.

6. The principal shall be liable towards the forwarder for any damage as a consequence of the (nature of the) goods and the packaging thereof, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to tender the goods or not doing so in time at the agreed place and time, as well as the failure to supply -- or to do so in time -- documents and/or instructions, and fault or negligence in general on the part of the principal and the latter's servants and third parties called in or engaged by him.

7. The principal shall indemnify the forwarder against third-party claims connected with the damage referred to in the foregoing paragraph, such third parties including servants of both the forwarder and the principal.

8. Even where all-in or fixed rates, as the case may be, have been agreed, the forwarder, who is not a carrier, shall be liable under the present conditions and not as a carrier.

Article 12.

1. To be regarded as force majeure are all circumstances which the forwarder could not reasonably avoid and the consequences of which the forwarder could not reasonably prevent.

Article 13.

1. In the event of force majeure, the contract shall remain in force; the forwarder's obligations shall, however, be suspended for the duration of the event of force majeure.

2. All additional costs caused by force majeure, such as carriage and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance, removal, etc., shall be borne by the principal and shall be paid to the forwarder at the forwarder's initial request.

Article 14.

1. The mere statement by the principal of a time for delivery shall not be binding upon the forwarder.
2. The forwarder does not guarantee arrival times, unless agreed otherwise in writing.

Article 15.

1. If the carriers refuse to sign for number or weight of pieces or items etc., the forwarder shall not be liable for the consequences thereof.