

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 CHRstal 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, and Rotterdam on 1 May 2018

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Article 1. Definitions

In these Conditions, the following terms shall have the following meanings:

1. **Third party/parties:** all of those persons, who are not employees, with whom the Freight Forwarder has an undertaking on behalf of the Client, irrespective of whether the Freight Forwarder has the undertaking in its own name or in the name of the Client;
2. **Services:** all activities and work, in any form and by whatever name, including those performed by the Freight Forwarder for or on behalf of the Client;
3. **Freight Forwarder:** the natural or legal person who performs Services on behalf of the Client and who uses these Conditions; this person is not exclusively understood to be the Freight Forwarder referred to in Book 8 of the Dutch Civil Code;
4. **Client:** every natural or legal person who provides the Freight Forwarder with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment;
5. **Agreement:** the agreement entered into by the Freight Forwarder and Client in respect of the Services to be performed by the Freight Forwarder, of which these Conditions form part;
6. **Force majeure:** all circumstances that the Freight Forwarder has reasonably been unable to avoid and in respect of which the Freight Forwarder has reasonably been unable to prevent the consequences;
7. **Conditions:** these Dutch Forwarding Conditions.
8. **Good/Goods:** the goods to be made available or made available to the Freight Forwarder, its agent or Third Parties by or on behalf of the Client, for the purpose of executing the Agreement.

Scope

Article 2. Scope

1. These Conditions govern all offers, agreements, legal acts and actual acts relating to Services to be performed by the Freight Forwarder, insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between the parties, including once the Agreement has ended.
2. Insofar as any provision in these Conditions is void or otherwise unenforceable, this does not affect the validity of the other provisions in these Conditions. Furthermore, considered to be applicable is such a stipulation (legally permissible) that is the closest to the purport of the void or voided stipulation.

Article 3. Third Parties

The Client gives the Freight Forwarder free rein to engage the services of Third Parties to execute the Agreement, and to accept the (general) terms and conditions of those Third Parties at the Client's expense and risk, unless agreed otherwise with the Client. At the Client's request, the Freight Forwarder is obliged to provide (a copy of) the (general) terms and conditions under which it has entered into a contract with those Third Parties.

Conclusion of the Agreement

Article 4. Conclusion of the Agreement

1. All offers made by the Freight Forwarder are non-binding.
2. Agreements, as well as amendments of and additions to these agreements, shall only become effective if and insofar as the Freight Forwarder has confirmed these in writing or the Freight Forwarder has started to perform the Services.

Customs work

Article 5. Customs work

1. The provision of information to the Freight Forwarder, that is reasonably provided to enable customs formalities to be carried out, shall imply an order, unless otherwise agreed in writing.
2. This order is accepted by the Freight Forwarder by means of an explicit written confirmation or by the Freight Forwarder starting to carry out the customs formalities. The Freight Forwarder is never obliged to accept an order to carry out customs formalities.
3. If the Freight Forwarder becomes familiar with information or conditions which would indicate that the Client has not complied with article 9 paragraph 3 of these Conditions (has provided incorrect and/or incomplete information and/or documents) and on the basis of which the Freight Forwarder has not accepted the order to carry out customs formalities, the Freight Forwarder is at all times entitled to end this order and not carry this out (any further), which may or may not be set out in an additional agreement and/or authorisation, without any obligation to pay damages.

Remunerations and other costs

Article 6. Remunerations

1. All prices quoted shall be based on the prices that apply at the time of the offer (quotation). If between the time of the offer and the time of execution of the Agreement, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, the Freight Forwarder is entitled to pass on this increase to the Client. The Freight Forwarder must be able to prove the changes.
2. If the Freight Forwarder charges all-in or fixed rates, these rates shall be deemed to include all costs that, in the normal process of handling the order, are for the account of the Freight Forwarder.
3. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.
4. In the event of circumstances that are of such a nature that when concluding the Agreement it was not deemed necessary to take into account the risk that they could occur, that cannot be attributed to the Freight Forwarder and that significantly increase the costs of the Services being performed, the Freight Forwarder is entitled to an additional payment. Where possible, the Freight Forwarder shall consult in advance with the Client. In such a case, the additional payment shall consist of the additional costs that the Freight Forwarder has had to incur in order to perform the Services, plus an additional payment - deemed fair and equitable - for the services to be performed by the Freight Forwarder.
5. Expenses of an exceptional nature and higher wages arising whenever Third Parties, by virtue of any provision in the relevant agreements between the Freight Forwarder and Third Parties, load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays in the country where the Service is being carried out, shall not be included in the agreed prices, unless specifically stated. Any such costs shall therefore be remunerated by the Client to the Freight Forwarder.
6. Other than in cases of intent or deliberate recklessness on the part of the Freight Forwarder, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as demurrage, waiting times, etc. shall be borne by the Client, even when the Freight Forwarder has accepted the bill of lading and/or the charter party from which the additional costs arise without protestation. The Freight Forwarder must make every effort to avoid these costs.

Insurance

Article 7. Insurance

1. Insurance of any kind shall only be arranged at the Client's expense and risk following acceptance by the Freight Forwarder of the Client's explicit written order, in which the Client clearly specifies the goods to be insured and the value to be insured. A mere statement of the value or the interest is not enough.
2. The Freight Forwarder will take out the insurance (or arrange for this to be taken out) through an insurer / insurance broker / insurance intermediary. The Freight Forwarder is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.
3. When the Freight Forwarder uses equipment, such as derricks, cranes, fork-lift trucks and other machines to perform the Services that do not form part of its usual equipment, the Freight Forwarder shall be entitled to take out insurance at the Client's expense to cover the Freight Forwarder's risks arising from the use of such equipment. Where possible, the Freight Forwarder shall consult in advance with the Client about the use of such equipment. If no timely prior consultation is possible, the Freight Forwarder will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

Execution of the Agreement

Article 8. Delivery date, method of delivery and route

1. The mere statement by the Client of a time for delivery shall not legally bind the Freight Forwarder. Arrival times are not strict deadlines and are not guaranteed by the Freight Forwarder, unless agreed otherwise in writing.
2. If the Client has not given any specific instructions about this with its order, the method of delivery and route shall be at the Freight Forwarder's discretion and the Freight Forwarder may at all times accept the documents customarily used by the firms it contracts for the purpose of carrying out its orders.

Article 9. Commencement of the Services

1. The Client is obliged to deliver the Goods to the Freight Forwarder or a Third Party in suitable packaging to the agreed location, at the agreed time and in the manner agreed.
2. In respect of the Goods, as well as in respect of the handling thereof, the Client is obliged to supply the Freight Forwarder in good time with any details and documents that it knows or ought to know, are of importance to the Freight Forwarder. If the Goods and/or activities are subject to governmental provisions, including customs and excise regulations and tax rules, the Client must provide all information and documents, in good time, that are required by the Freight Forwarder in order to comply with those provisions.

3. The Client guarantees that the information and documents that it provides are correct and complete and that all instructions and Goods that are made available comply with current legislation. The Freight Forwarder shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.

Article 10. Goods Handling

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

2 Notwithstanding the provisions in paragraph 1, the Freight Forwarder shall be entitled, but not obliged, on its own authority and at the Client's expense and risk, to take all such actions as it deems necessary in the Client's interest. Where possible, the Freight Forwarder shall consult in advance with the Client. If this is not possible, the Freight Forwarder shall take the measures that seem to it to be in the best interests of the Client and shall inform the Client of the measures taken and the associated costs, as soon as this is reasonably possible.

3. The Freight Forwarder is not an expert with respect to the Goods. The Freight Forwarder shall therefore in no way be liable for any damage that arises from or that is related to any notification by the Freight Forwarder with regard to the state, nature or quality of the Goods; nor shall the Freight Forwarder be under any obligation to ensure that the shipped Goods correspond with the samples.

Liability

Article 11. Liability

1. All Services shall be at the Client's expense and risk.
2. Without prejudice to the provisions in Article 17, the Freight Forwarder shall not be liable for any damage whatsoever, unless the Client can prove that the damage has been caused by fault of negligence on the part of the Freight Forwarder or the latter's employees.
3. The Freight Forwarder's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, the liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.
4. The loss to be indemnified by the Freight Forwarder shall never exceed the invoice value of the Goods, to be proved by the Client, in default whereof the market value, to be proved by the Client, at the time when the damage occurred, shall apply.

5. The Freight Forwarder shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.
6. If during the execution of the Agreement damage occurs for which the Freight Forwarder is not liable, taking into account the provisions in Article 19 of these Conditions, the Freight Forwarder shall make efforts to recover the Client's damage from the party that is liable for the damage. The Freight Forwarder shall be entitled to charge to the Client the costs incidental thereto. If so requested, the Freight Forwarder shall waive in the Client's favour its claims against Third Parties whose services it engaged for the purpose of executing the Agreement.
7. The Client shall be liable vis-a-vis the Freight Forwarder for any damage - including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights – suffered directly or indirectly by the Freight Forwarder as a result of (amongst other things) the non-compliance by the Client of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident that is within the control of the Client, as well as a result of the fault or negligence in general of the Client and/or its employees and/or Third Parties whose services the Client engages and/or Third Parties that work on behalf of the Client.
8. The Client shall indemnify the Freight Forwarder at all times against third-party claims, including employees of both the Freight Forwarder and the Client, connected with or ensuing from the damage referred to in the previous paragraph.
9. Even where all-in or fixed rates, as the case may be, have been agreed, the Freight Forwarder that is not a carrier but always a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the Dutch Civil Code, shall be liable, whereby the liability is governed by these Conditions.
10. If a claim is made against the Freight Forwarder by the Client outside of the Agreement in respect of the damage that occurs during the execution of the Services, then the Freight Forwarder's liability shall be limited to the liability under the Agreement.
11. If to defend its liability for conduct of a Third Party or employee the Freight Forwarder derives a defence from the Agreement vis-a-vis the Client, then if it is held liable by the Client under this defence, a Third Party or employee can invoke this defence as if the Third Party or employee were also party to the Agreement.
12. In the event a Freight Forwarder is held liable outside of the Agreement with regard to damage to or loss of a Good or delay in delivery by someone who is not party to the Agreement or a transport agreement entered into by or on behalf of the Freight Forwarder, then the Freight Forwarder has no further liability than it would have under the Agreement.

Article 12. Force majeure

1. In the event of Force Majeure, the Agreement shall remain in force; the Freight Forwarder's obligations shall, however, be suspended for the duration of the Force Majeure.
2. All additional costs caused by Force Majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Client and shall be paid to the Freight Forwarder at the latter's first request.

Article 13. Refusal of carriers

1. If the carriers refuse to sign for quantity, weight, etc., the Freight Forwarder shall not be liable for the consequences thereof.

Imperative law

Article 14. The Agreement to organise transportation of goods

1. These Conditions shall not affect articles 8:61 paragraph 1, 8:62 paragraphs 1 and 2 and 8:63 paragraphs 1,2 and 3 of the Dutch Civil Code.

Payment

Article 15. Payment conditions

1. The Client shall pay to the Freight Forwarder the agreed remunerations and other costs, freights, duties, etc. ensuing from the Agreement upon commencement of the Services, unless agreed otherwise.
2. The risk of exchange rate fluctuations shall be borne by the Client.
3. The amounts referred to in paragraph 1 shall also be due if damage has occurred during the execution of the Agreement.
4. If, in contravention of paragraph 1 of this article, the Freight Forwarder allows deferred payment, the Freight Forwarder shall be entitled to make a credit limit charge.
5. In the event of termination or dissolution of the Agreement, all claims of the Freight Forwarder - including future claims - shall be due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if:
 - the bankruptcy of the Client is announced, the Client applies for suspension of payment or otherwise loses the unrestricted disposition over a significant part of its assets;
 - The Client offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to the Freight Forwarder, ceases to trade or - where the Client is a legal entity or corporate body - if the legal entity or the corporate body is dissolved.
6. Upon first demand by the Freight Forwarder, the Client must provide security for the amount owed or that shall be owed by the Client to the Freight Forwarder. This obligation remains if the Client also has to provide or has provided security in relation to the amount owed.
7. The Freight Forwarder shall not be obliged, from its own means, to provide security for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All

the consequences of non-compliance or of failure to comply forthwith with a demand from the Freight Forwarder to provide security shall be borne by the Client.

If the Freight Forwarder has provided security from of its own means, it may demand that the Client immediately pays the amount for which security has been provided.

Where possible, the Freight Forwarder shall consult in advance with the Client. If no timely prior consultation is possible, the Freight Forwarder will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

8. The Client shall at all times be obliged to indemnify the Freight Forwarder for any amounts to be levied or additionally demanded by any authority in connection with the Agreement, as well as any related fines imposed upon the Freight Forwarder.

The Client shall also reimburse the said amounts to the Freight Forwarder if a Third Party brought in by the Freight Forwarder demands payment for the said amounts within the framework of the Agreement.

9. The Client shall at all times indemnify the Freight Forwarder for any amounts, as well as for all additional costs that may be claimed or additionally claimed from the Freight Forwarder in connection with the order, as a result of incorrectly levied freight and costs.
10. It shall not be permissible for claims receivable to be set off against payment of remunerations arising from the Agreement on any other account in respect of the Services owed by the Client or of other costs chargeable against the Goods with claims of the Client or suspension of the aforementioned claims by the Client.

Article 16. Allocation of payments and judicial and extrajudicial costs

1. Cash payments shall be deemed in the first place to have been made on account of nonpreferential debts.
2. The Freight Forwarder shall be entitled to charge to the Client extrajudicial and judicial costs for collection of the claim. The extrajudicial collection costs are owed as from the time at which the Client is in default and these amount to 10% of the claim, with a minimum of € 100.00.

Article 17. Sureties

1. The Freight Forwarder has the right to refuse the delivery of Goods, documents and monies, that the Freight Forwarder has or will obtain, for whatever reason and with whatever destination, in respect of another party.
2. The Freight Forwarder has a right of retention in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future on the Client and/or the owner of the Goods, including in respect of all claims which do not relate to those Goods.
3. The Freight Forwarder has a right of lien in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination,

for all claims the Freight Forwarder has or might have in future on the Client and/or the owner of the Goods.

4. The Freight Forwarder shall regard anyone who, on behalf of the Client, entrusts Goods to the Freight Forwarder for performing Services, as the Client's agent for creating a lien on those Goods.
5. If when settling the invoice a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then at the discretion of the Freight Forwarder, the Client or the party that demands delivery at the request of the Freight Forwarder is obliged to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.
6. The Freight Forwarder can also exercise the rights outlined in this article (right of lien, right of retention and right to refuse delivery) for what is still owed to it by the Client in relation to previous orders and for any amounts payable by way of delivery C.O.D. in respect of the Goods.
7. The sale of any security shall take place at the account of the Client in the manner prescribed by law or - if there is consensus thereon - privately.
8. At the Freight Forwarder's first request, the Client shall furnish security for costs paid or to be paid by the Freight Forwarder to Third Parties or government authorities and other costs that the Freight Forwarder incurs or anticipates incurring, on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.
9. In the absence of documents, the Freight Forwarder is not obliged to give indemnities or furnish securities. If the Freight Forwarder has given indemnification or furnished security, the Client is obliged to indemnify the Freight Forwarder from all consequences thereof.

Final provisions

Article 18. Termination of the Agreement

1. The Freight Forwarder can terminate the Agreement with immediate effect in the event the Client:
 - discontinues its profession or business largely or in full;
 - loses the power to dispose of its assets or a substantial part thereof;
 - loses its legal personality, is dissolved or effectively liquidated;
 - is declared bankrupt
 - offers an agreement excluded from the bankruptcy proceedings;
 - applies for moratorium on payment;
 - loses the power to dispose of its goods or a substantial part thereof as a result of seizure.
2. If the Freight Forwarder consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered in accordance with article 11, the Client can dissolve the Agreement with immediate effect in full or in part after:

- it has notified the Freight Forwarder by registered letter with reasons how the Freight Forwarder has failed to comply, stipulating a period of time of at least thirty days for fulfilment of the obligations, and;
 - on expiry of that deadline, the Freight Forwarder has not yet fulfilled the obligations.
3. If the Client consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered, the Freight Forwarder can dissolve the Agreement with immediate effect in full or in part after, by registered letter, it has stipulated a deadline to the Client of at least fourteen days for fulfilment of the obligations and upon expiry of that deadline, the Client has not yet fulfilled its obligations. If, by stipulating such a period, the Freight Forwarder's interests in the undisturbed conduct of its business would be impaired disproportionately, the Freight Forwarder may dissolve the Agreement without observing a time limit.
 4. Neither of the Parties may dissolve the Agreement if, considering its special nature or limited significant, the failure does not justify dissolution with all implications thereof.

Article 19. Proceedings against Third Parties

1. Legal and arbitration proceedings against Third Parties shall not be conducted by the Freight Forwarder unless it agrees to do so at the Client's request and at the latter's expense and risk.

Article 20. Prescription and limitation

1. Notwithstanding the provisions in paragraph 5 of this article, every claim is subject to prescription by the expiry of a period of nine months.
2. Every claim vis-a-vis the Freight Forwarder shall be time-barred by the mere expiry of a period of 18 months.
3. The periods of time stated in paragraphs 1 and 2 commence on the day following the day on which the claim has become due and payable, or the day following the day on which the prejudiced party had the knowledge of the loss. Notwithstanding the foregoing provisions, the aforementioned periods of time for claims with regard to damage, value depreciation or loss of the Goods, commence on the day following the day on which the Goods are delivered by the Freight Forwarder or should have been delivered.
4. In the event that the Freight Forwarder is held liable by Third Parties, including any public authority, for damages, the periods of time stated in paragraphs 1 and 2 commence as from the first of the following days:
 - the day following the day on which the Third Parties have brought action against the Freight Forwarder;
 - the day following the day on which the Freight Forwarder has settled the claim brought against it.

If the Freight Forwarder or the Third Party whose services it has engaged objects and/or appeals, the periods of time stated in paragraphs 1 and 2 commence on the day following the day on which a final ruling has been given on the objections and/or appeal.

5. Unless the situation referred to in paragraph 4 of this article occurs, if following the term of prescription a claim is brought against one of the parties for that payable by that party to a Third Party, a new term of prescription of three months commences.

Article 21. Choice of law

1. All Agreements to which these Conditions apply are governed by Dutch law.
2. The place of payment and settlement of claims shall be the Freight Forwarder's place of business.

Article 22. Reference title

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

Disputes

Article 23. Arbitration

1. All disputes which may arise between the Freight Forwarder and its Other Party shall be decided by three arbitrators to the exclusion of the ordinary courts of law, in accordance with the FENEX Rules of Arbitration. The FENEX Rules of Arbitration and the current fees for the arbitration process can be read and downloaded from the FENEX website. A dispute shall exist whenever either of the parties declares that this will be so.
Without prejudice to the provisions of the preceding paragraph, the Freight Forwarder shall be at liberty to bring before the competent Dutch court in the Freight Forwarder's place of business, claims for sums of money due and payable, the indebtedness of which has not been disputed in writing by the Other Party within four weeks after the invoice date. The Freight Forwarder is also at liberty to institute interim relief proceedings for claims of an urgent nature at the competent Dutch court in the Freight Forwarder's place of business.
2. The arbitration shall be settled by three arbitrators, unless neither of the parties has submitted a request for arbitrators to be appointed and the parties have jointly informed the FENEX secretariat in writing that they wish to have the arbitration settled by an arbitrator who they have appointed jointly, appending the written declaration of the arbitrator who they have appointed jointly containing his/her acceptance of the appointment and the force and validity of the FENEX Arbitration Rules.
3. One arbitrator shall be appointed by the Chairman or the Vice-Chairman of the FENEX; the second shall be appointed by the Dean of the Bar Association of the district in which the aforesaid Freight Forwarder has its registered office; the third shall be appointed by mutual agreement between the two arbitrators so appointed.
4. The Chairman of the FENEX shall appoint an expert on forwarding and logistics; the Dean of the Bar Association shall be asked to appoint a specialised lawyer in forwarding and logistics;

the third arbitrator shall preferably be an expert in the branch of trade or industry in which the Freight Forwarder's Other Party is engaged.

FENEX: Netherlands Association for Forwarding and Logistics

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[END OF DUTCH FORWARDING CONDITIONS GENERAL CONDITIONS OF THE FENEX]