



## **GENERAL CONDITIONS OF EUROCHAIN LOGISTICS**

### *Article 1*

1. These general conditions shall apply to any form of service which EC shall perform. Within the framework of these general conditions the term forwarder must not be understood exclusively to mean Eurochain Logistics as contemplated in Book 8 of the Dutch Civil Code. The party ordering EC to carry out operations and activities shall be considered Eurochain Logistics 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 EC, the conditions customary in the particular trade, or conditions stipulated to be applicable, shall also be applicable.

3. Eurochain Logistics 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. Eurochain Logistics from now on referred to as: EC

5. Kamer van Koophandel Rotterdam (Chamber of Commerce) from now on referred to as: CoC

6. EC 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 EC's principal, it is stipulated on their behalf that in doing the work for which EC employs them they shall be regarded as solely in the employ of EC's. All the provisions (inter alia) regarding non-liability and limitation of liability and also regarding indemnification of EC as described herein shall apply to such persons.

### *Article 2*

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

2. All prices quoted and agreed shall be based on the rates, freight and exchange rates applying at the time of quotation or contract.

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 3*

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 EC 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 EC.

### *Article 4*



1. The principal shall inform EC about the route of the shipment.

*Article 5*

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 despatch, as well as the instructions, are in EC's possession in proper time as advised by EC.

*Article 6*

1. EC 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 7*

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

2. EC 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 EC or the latter's servants.

3. The loss to be indemnified by EC shall never exceed the purchase value of the goods, to be proved by the principal. EC shall not be liable for lost profit, consequential loss, and pain and suffering.

4. The principal shall be liable towards EC 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.

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

6. Even where all-in or fixed rates, as the case may be, have been agreed, EC, who is

not a carrier, shall be liable under the present conditions and not as a carrier.

*Article 8*

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

*Article 9*

1. All additional costs caused by force majeure shall be borne by the principal and shall be paid to EC at EC's initial request.

*Article 10*

1. EC does not guarantee arrival times.

*Article 11*

1. As from the point of time at which he informs EC unequivocally that he wishes to exercise such rights and powers, the principal shall obtain as against the party



with whom EC has conducted business the rights and powers to which he would have been entitled if as a shipper he had concluded the contract himself. He shall be free to take legal action in this matter if he submits a statement to be issued by EC - or in case EC has gone into compulsory liquidation, by EC's liquidator - that between him and EC with respect to the goods a contract for the carriage thereof was concluded.

*Article 12*

1. If EC allows deferred payment, EC shall be entitled to make an additional credit limit charge.

2. If the principal does not pay the amount due immediately upon notice to that effect or, as the case may be, after lapse of the term of deferred payment, EC shall be entitled to charge the legal interest in conformity with Articles 6:119 or 6:119a Dutch Civil Code.

3. In the event of cancellation or dissolution of the contract, all claims of EC, with the inclusion of future claims, shall become due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if:

- the principal is involuntarily wound up, the principal applies for suspension of payment or otherwise loses the unrestricted disposition over his assets;
- the principal offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to EC, ceases to trade or - where the principal is a legal entity or a corporate body - if the legal entity or the corporate body is dissolved.

4. The principal shall be reason of the forwarding contract and upon demand by EC provide security in the form of a bond with sureties for any amount for which the principal is or may be indebted to EC. The principal is also so obliged where he already has to provide or has provided security in the form of a bond with sureties in connection with the amount owed.

5. The principal shall at all times indemnify EC for any amounts as well as for all additional costs that may be claimed or additionally claimed from EC in connection with the order as a result of incorrectly charged freight rates and costs.

*Article 13*

1. If legal proceedings or other means are resorted to in the event of overdue payment, the amount of the indebtedness shall be increased by 10% for clerical expenses, while the legal and other costs shall be borne by the principal up to the amount paid by or due from EC.

*Article 14*

1. With respect to all claims he has or may at any time have against the principal and/or the owner, EC shall have a pledge and a lien on all goods, documents and moneys which he holds or will hold in his possession whatever the reason and the purpose thereof may be, as against any party requiring their delivery. If the goods are forwarded on, EC shall be entitled to collect the sum due on subsequent delivery or draw a bill therefor with the shipping documents annexed.



2. EC may also exercise the rights granted to him in paragraph 1 for that which the principal was owing to him with respect to previous orders.

3. No legal or arbitration proceedings shall be taken against third parties by EC unless he states his readiness to take the same at the principal's request and expense.

*Article 15*

1. All claims against EC shall be barred by the mere lapse of a period of twelve months.

*Article 16*

1. All contracts to which the present conditions apply shall be governed by Dutch law. The place for settlement and adjustment of damage shall be that where EC's business is situated.

*Article 17*

1. All disputes which may arise between EC and the other party shall be decided by three arbitrators to the exclusion of the ordinary courts of law, and their decision shall be final. A dispute shall exist whenever any of the parties declares this to be so. Without prejudice to the provisions of the preceding paragraph EC shall be at liberty to bring before the competent Dutch court in EC's place of business claims for sums of money due [and] payable, the indebtedness of which has not been disputed in writing by the opposing party within four weeks after the invoice date. In the event of urgent claims, EC shall equally be at liberty to institute interim relief proceedings (*kort geding*) before the competent Dutch court in EC's place of business.

2. One arbitrator shall be appointed by the Chairman or the Vice-Chairman of the CoC; the second shall be appointed by the Dean of the Bar Association of the district in which the aforesaid forwarder has registered office; the third shall be appointed by mutual agreement between the two arbitrators so appointed.

3. The Chairman of the CoC shall appoint as such an expert on forwarding questions;

the Dean of the Bar Association shall be asked to appoint a member of the legal profession; the third arbitrator shall preferably be an expert on the trade and industry in which EC's opposite party is engaged.

4. The party desirous of having the dispute determined shall inform the Secretariat of the CoC hereof by registered letter or fax letter, giving a brief description of the dispute and of his claim and at the same time remitting the amount of administrative costs to be determined by the Board of the CoC, due as a compensation for the administrative work of the CoC in an arbitration case. A case shall be considered to be pending on the day of receipt of the said registered letter or fax letter by the Secretariat of the CoC.

5. After receipt of the above-mentioned application for arbitration the Secretariat of the CoC shall as soon as possible acknowledge receipt thereof and send a copy of the application to the other party, to the Chairman of the CoC, to the Dean of the Bar Association, with a request to each of the latter two to appoint an



arbitrator and to notify the CoC Secretariat of the name and address of the person appointed. Upon receipt of such notification the CoC Secretariat shall as soon as possible notify the persons concerned of their appointment, send each of them a copy of the application for arbitration and a copy of these general conditions and request each of them to appoint a third arbitrator and notify the CoC Secretariat of the person so appointed. Upon receipt hereof the CoC Secretariat shall forthwith notify the third arbitrator of his appointment, at the same time sending him a copy of the application for arbitration and a copy of these general conditions. The CoC Secretariat shall also notify both parties as to who have been appointed arbitrators.

6. If all three arbitrators have not been appointed within two months of the application for arbitration having being lodged all of them shall be appointed by the President of the District Court within whose jurisdiction EC's business is situated upon the application of whichever party shall first make the same.

7. The person appointed by the Dean shall act as Chairman of the arbitration board.

If the arbitrators are appointed by the President of the District Court, the arbitrators shall themselves decide who is to function as chairman. The place of arbitration shall be the place where the chairman of the arbitrators is established. The arbitrators shall make their award as good men in equity, subject to their liability to observe the applicable imperative legal stipulations. Where applicable, they shall also apply the provisions of the international transport treaties, among which, *inter alia*, the Convention on the Contract for the International Carriage of Goods by Road (CMR). The arbitrators shall determine the procedure of the arbitration, subject to the parties being given opportunity to put forward their cases in writing and to elucidate the same orally.

8. The arbitrators shall continue in office until the final award. They shall deposit their award at the Registry of the District Court within the district of which the seat of the arbitration is situated, while a copy thereof shall be sent to each of the parties and to the CoC Secretariat. The arbitrators may require the Plaintiff or both parties to deposit a sum beforehand in respect of the arbitration costs; during the proceedings they may require an additional amount to be deposited. If, within three weeks of the relevant request, the deposit required by the arbitrators of the plaintiff has not been paid in, it shall be deemed to have withdrawn the arbitration. In their award the arbitrators shall order which of the two parties shall bear the costs of arbitration or what proportion thereof each party shall bear. These costs shall comprise the arbitrators' fees and disbursements, the amount of administrative costs paid to the CoC with the application and the costs incurred by the parties in so far as the arbitrators deem the same to be reasonably necessary. The sums due to the arbitrators shall to the extent possible be taken from the amounts deposited.

#### *Article 18*

1. These general conditions may be cited as the "Dutch Forwarding Conditions".



In case the English translation differs from the Dutch text, the latter will prevail