

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. Applicability

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 of the servants of third parties. In so far as such third parties of 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. Contracts

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 of 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. Performance of the contract

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 despatch, 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, taring, 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; not 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. Liability

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 favour 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 of 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 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.

Article 16. Imperative law

1. If the goods are not delivered without delay at the place of destination in the state in which they were tendered, the forwarder, in so far as he has carried out a contract of transport himself which he was to conclude with a third party, is obliged to notify this forthwith to the principal who was notified him of the damage.
2. If the forwarder fails to make notification as referred to in the first paragraph and if as a result thereof he has not been called upon as a carrier in time, he shall, in addition to being liable for payment of the further damage sustained by the principal as a result thereof, be liable to pay compensation equal to the damages he would have had to pay, if he had been called upon as a carrier in time.
3. If the goods are not delivered without delay at the place of destination in the state in which they were tendered, the forwarder, in so far as he has not carried out a contract of transport himself which he was to conclude with a third party, is obliged to inform the principal forthwith which contracts of transport he has entered into to fulfil his obligation. He is also obliged to put at the disposal of the principal all documents in his possession or which he can reasonably supply, at any rate in so far as they may be used to claim damages sustained.
4. As from the point of time at which he informs the forwarder unequivocally that he wishes to exercise such rights and powers, the principal shall obtain as against the party with whom the forwarder 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 the forwarder – or in case the forwarder has gone into compulsory liquidation, by the forwarder's liquidator – that between him and the forwarder with respect to the goods a contract for the carriage thereof was concluded.
5. If the forwarder fails to comply with an obligation as referred to in the third paragraph, he shall, in addition to being liable for payment of the further damage sustained by the principal as a result thereof, be liable to pay compensation equal to the damages which the principal would have received from him if he himself had carried out the contract concluded by him, less the damages which the principal may have received from the carrier.

Article 17. Payment

1. The principal shall pay to the forwarder the agreed remuneration and other resulting costs, freights, duties, etc., ensuing from the contract and/or these conditions, upon arrival or despatch of goods which are being received or forwarded respectively. The risk of exchange rate fluctuations shall be borne by the principal. The agreed remuneration and other resulting costs, freight, rights, etc., ensuing from the contract and/or these conditions, shall also be due if in the performance of the contract damage has occurred.
2. If, in contravention of paragraph 1 of this article, the forwarder allows deferred payment, the forwarder shall be entitled to make an additional credit limit charge.
3. 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, the forwarder shall be entitled to charge the legal interest in conformity with Articles 6:119 or 6:119a Dutch Civil Code.
4. In the event of cancellation or dissolution of the contract, all claims of the forwarder, 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 the forwarder, 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.
5. The principal shall be reason of the forwarding contract and upon demand by the forwarder provide security in the form of a bond with sureties for any amount for which the principal is or may be indebted to the forwarder. 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.
6. The forwarder shall not be obliged out of his own means to provide security in the form of a bond with sureties 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 to provide security in the form of a bond with sureties shall be borne by the principal. If the forwarder has provided security in the form of a bond with sureties out of his own means, he may demand that the principal pay the amount for which security has been provided security in the form of a bond with sureties.
7. The principal shall at all times be obliged to indemnify the forwarder for any amounts to be levied or additionally demanded by any authority in connection with the order, as well as any related fines imposed upon the forwarder. The principal shall also reimburse the said amounts to the forwarder if a third party called in by the forwarder demands payment within the framework of the forwarding contract.
8. The principal shall at all times indemnify the forwarder for any amounts as well as for all additional costs that may be claimed or additionally claimed from the forwarder in connection with the order as a result of incorrectly charged freight rates and costs.
9. The principal shall not be entitled to apply any set-off in respect of sums charged by the forwarder to the principal under any contract existing between them.

Article 18.

1. Cash payments shall be deemed in the first place to have been made on account of non-preferential debts, regardless of whether any other instructions were given at the time of payment.
2. 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 the forwarder.

Article 19.

1. With respect to all claims he has or may at any time have against the principal and/or the owner, the forwarder 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, the forwarder shall be entitled to collect the sum due on subsequent delivery or draw a bill therefor with the shipping documents annexed.
2. The forwarder 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. The forwarder is also authorized to exercise the rights granted to him by virtue of paragraph 1 for any amount(s) payable by way of delivery C.O.D. in respect of the goods.
4. Failing payment of the amount due the security shall be sold as provided by statute or – if so agreed – by private sale.

Article 20. Final provisions

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

Article 21.

1. Without prejudice to the provisions of paragraph 5 of this Article, all claims shall be barred by the mere lapse of a period of nine months.
2. All claims against the forwarder shall be barred by the mere lapse of a period of eighteen months.
3. The terms mentioned in paragraphs 1 and 2 shall 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 knowledge of the loss. Without prejudice to the preceding provisions, the said terms shall commence on the day following the day of delivery with respect to claims regarding damage to, decrease in value or loss of the goods. The day of delivery shall be understood to be the day on which the goods are delivered from the means of transport or, if they have not been delivered, the day on which they should have been delivered.
4. In case any public authority or third parties as referred to in paragraph 7 of Article 17 claim payment from the forwarder, the term mentioned in paragraph 1 of this Article shall commence on the first of the following days:
 - * the day following the day on which payment is claimed from the forwarder by any public authority or third party;
 - * the day following the day on which the forwarder has settled the claim existing against him.
 If the forwarder or a third party called in by the forwarder as referred to in Article 17, par. 7 has submitted an administrative objection and/or lodged an administrative appeal, the period specified in paragraph 1 shall commence on the day following the day on which the decision on the administrative objection and/or the administrative appeal has become final.
5. If after the term of prescription a third party claims payment of the amount due and payable by either parties, a new term of prescription – of three months – commences, unless the situation referred to in paragraph 4 of this Article occurs.

Article 22.

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

Article 23. Disputes

1. All disputes which may arise between the forwarder 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 the forwarder shall be at liberty to bring before the competent Dutch court in the 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 opposing party within four weeks after the invoice date. In the event of urgent claims, the forwarder shall equally be at liberty to institute interim relief proceedings (kort geding) before the competent Dutch court in the forwarder's place of business.
2. 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 forwarder has registered office; the third shall be appointed by mutual agreement between the two arbitrators so appointed.
3. The Chairman of the FENEX 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 the forwarder's opposite party is engaged.
4. The party desirous of having the dispute determined shall inform the Secretariat of the FENEX 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 FENEX, due as a compensation for the administrative work of the FENEX 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 FENEX.
5. After receipt of the above-mentioned application for arbitration the Secretariat of the FENEX shall as soon as possible acknowledge receipt thereof and send a copy of the application to the other party, to the Chairman of the FENEX, to the Dean of the Bar Association, with a request to each of the latter two to appoint an arbitrator and to notify the FENEX Secretariat of the name and address of the person appointed. Upon receipt of such notification the FENEX 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 FENEX Secretariat of the person so appointed. Upon receipt hereof the FENEX 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 FENEX 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 been lodged all of them shall be appointed by the President of the District Court within whose jurisdiction the forwarder'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 FENEX 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, 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 FENEX 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 24.

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.

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**GENERAL CONDITIONS OF
LOGISTIC BUSINESS PARTNERS ROTTERDAM B.V. - MAASDIJK**



Article 1.

In addition to the provisions set out below, any work carried out, services provided, etc., including acting as a tax representative, by **Logistic Business Partners (Rotterdam) B.V.** – hereafter also called: “**LBP**” – on behalf of a customer shall be governed by the most recent version of the conditions of FENEX (Netherlands Organisation for Forwarding and Logistics), currently registered with the District Courts of Amsterdam, Arnhem, Breda and Rotterdam. In the event there are conflicts with the FENEX conditions, the provisions of these General Conditions shall prevail.

Article 2.

The work to be carried out, services to be provided, etc., by **LBP** shall at all times be carried out with **LBP** acting as forwarding agent. In the event that a claim is nevertheless made against **LBP** as transporter, or in a capacity other than forwarding agent, references have been included in the following provisions which might relate to other work of forwarding agent. In no event can a customer/other party file a claim against **LBP** on the basis of the wording set out in these Conditions as transporter or other than as forwarding agent.

Article 3.

Dutch and English versions of these General Conditions of **LBP** are registered with the District Court of Rotterdam. If the Dutch text of these General Conditions of **LBP** or of the FENEX conditions conflicts in any way with the translation thereof in any other language, the Dutch text shall apply to the exclusion of any other versions.

Article 4.

All offers, price specifications and the like of **LBP**, in any form whatsoever, are always nonbinding, unless the contrary is agreed in writing. **LBP** shall only be bound after it has furnished written confirmation of an assignment, order, etc., given by the customer, or has started de facto execution of the assignment, order, etc., **LBP** is at all times free to alter the prices it has indicated, unless the contrary has been agreed with the customer in writing.

Article 5.

Paragraph 1

The customer shall remain fully responsible/liable for goods that **LBP** handles or has others handle, transports or has others transport, etc., in conformity with the customer's instructions. The customer guarantees the authenticity, accuracy and completeness of the documents relating to the goods and indemnifies **LBP** against any claims or rights which third parties bring or seek to enforce against **LBP** in connection with documents relating to the goods in question. Loss that **LBP** suffers as a result of incorrect, unclear or incomplete completion of the documents relating to the goods is at all times fully at the expense and risk of the customer.

Paragraph 2

LBP accepts no liability for loss caused by force majeure or resulting directly or indirectly from the nature of the goods. Included under this exclusion of liability are: change or loss of quality, decay, rotting, fermentation, moulding, melting, mixing, frost damage, temperature fluctuations, oxidation, gassing, damage caused by moisture, evaporation, loss of weight, damage caused by pests or other animals, such as mice, rats, etc., leakage, including of cooling fluid in climate-controlled spaces, defects in buildings or spaces, such as warehouses and all facts and circumstances that **LBP** could

not reasonably prevent. The customer is charged with providing evidence of facts and circumstances that support the liability of **LBP**. **LBP** reserves the right to present evidence to the contrary.

Paragraph 3

The customer accepts liability for loss of any nature whatsoever, including indirect loss, caused by or related to goods that the customer has given in storage or handling to **LBP**. Such liability is not limited to damage to facilities of **LBP** or third parties contracted by **LBP**, but also includes damage to third party goods whether or not stored in the same space. The customer will indemnify **LBP** in full against all claims for damages by third parties or its contracted parties.

Article 6.

If **LBP** is to pick up/have others pick up goods from the customer and such goods are not ready for shipment, **LBP** is entitled to charge the customer for the costs incurred as a result thereof. If the goods cannot be delivered to the destination or cannot be delivered at said place immediately in the manner as **LBP** deems, at its discretion, appropriate, **LBP** is entitled to return/have others return the goods at the expense of the customer or to charge storage costs or costs relating to waiting times, without prejudice to the customer's existing payment obligations to **LBP**. **LBP** is entitled to demand that the costs incurred by it be paid by the customer before **LBP** releases the goods. In the event the goods as described above are not taken into receipt, the risk of the goods lies with the customer of **LBP**.

Article 7.

In the event of damage caused in respect of goods whether or not deriving from the customer during and as a result of the (incorrect) execution of the transport, regardless of the type of transport, **LBP** shall never have a greater liability than the liability limit laid down in the FENEX conditions, unless a mandatory provision or Treaty provision prohibits such. In the event there is a choice, the lower limit shall in any event apply.

Article 8.

The customer of **LBP** is to pay all invoices of **LBP** in accordance with the payment conditions set out on the invoice and regardless of the presence of a bill of lading, etc. Payment is to be effected without deduction of any discount or any set-off or suspension under any heading whatsoever. Forwarding costs, forwarding salary and/or any fee under any heading whatsoever owed to **LBP** shall be deemed to have been earned by **LBP** as of the time of commencement of the assignment.

Article 9.

If any – with the exception of the disbursements – amount which the customer owes **LBP** is not paid within the agreed time period or – if there is no fixed term – within 30 days of the date of the invoice in question, **LBP** is entitled to charge the customer, with immediate effect, interest of 4% per year over the then applicable promissory note discount rate of De Nederlandsche Bank N.V. and if no such interest exists, the interbank interest. The disbursements charged by **LBP**, even if they are included as a component in an invoice with several different amounts, must be paid within 7 days after the invoice date. In the event payment thereof is not effected in conformity with the aforementioned conditions, the same interest charges as those described above shall apply.

Article 10.

Complaints relating to **LBP** invoices may only be submitted in writing and must be received by **LBP** within 10 days after the invoice date; failure to comply with the foregoing shall result in a loss of any further rights in this respect. **LBP** is (therefore) not obligated to take any (written) complaint received after such date into consideration, nor shall the customer have any further rights in this respect.

Article 11.

In the event late and/or less than full payment necessitates **LBP** to collect payment by judicial or other means, the debtor shall immediately owe an additional 10% in administration costs on the outstanding amount owing to **LBP**. In addition, all judicial and extrajudicial costs relating to such collection are at the debtor's expense. The extrajudicial costs are fixed at 15% of the principal or as much more as such costs amount to in reality (in relation to amounts charged or to be charged to **LBP** in connection with, inter alia, legal assistance).

Article 12.

Paragraph 1

Unless expressly otherwise agreed, **LBP** accepts no liability for the quality and/or conditions of the pallets, packing and the like used by it, nor for the consequences of actions of its personnel or third parties it has or has not engaged. The customer is deemed to be aware of **LBP**'s method of working and the equipment and materials, including the warehouse areas it uses, the fact that third parties have access thereto and that goods of third parties of a wide variety of natures are and can be stored in these areas, which it (tacitly) states to agree to.

Paragraph 2

LBP is free in its choice of resources to be used in the performance of the assignment. This means that **LBP** is free in its choice of method of storage, e.g., stacking or separation, the choice of storage spaces and at all times reserves the right to make use of other spaces. In case **LBP** is confronted by damaging circumstances, such as the storage space being affected by fire, flooding, etc., as a result of which it is unable to perform the assignment properly or without incurring additional costs or disadvantages, **LBP** is entitled to terminate the assignment without delay.

Article 13.

Paragraph 1

The customer shall indemnify **LBP** against all claims of third parties, including those of authorities, regardless of whether such are in the framework of levying customers duties, excise duty and the like, related to the assignment and/or the goods which the customer entrusted to **LBP** either directly or indirectly.

Paragraph 2

The customer at all times assumes full responsibility, including the correct and full conclusion of administrative procedures, for all tax matters/claims, irrespective of whether or not such are the result of **LBP** acting or having acted as the customer's tax representative. The customer will in case of tax matters contact the competent authorities to arrange settlement, etc., and will indemnify **LBP** in full in this respect, including for all claims addressed to **LBP** in its role as tax representative.

Paragraph 3

The customer also indemnifies **LBP** against the financial disadvantage incurred by **LBP** in case **LBP** has contracted a third party for the completion, whether electronically or on paper, of declarations for release for free circulation (import declarations) and **LBP** in its role as principal receives claims for the payment of levies, duties, administrative and other fines, etc.

Article 14.

If **LBP** is prevented by force majeure from executing/have others execute an assignment (in time) or as a result of a force majeure situation the execution will become significantly more costly or cumbersome, **LBP** is entitled to terminate the assignment or dissolve the agreement with immediate effect without **LBP** being bound to pay any compensation. In such case **LBP** is only entitled to compensation of the costs it has already incurred.

Article 15.

If there is more than one customer, they are all severally liable in full vis-à-vis **LBP**, whereby if one party pays, the other(s) shall be released from liability.

Article 16.

As a supplement to and/or in addition to the matters set out in the FENEX conditions in this respect, the customer hereby undertakes, to ensure payment of all that is owed or shall owe **LBP** at any time under any heading whatsoever, to cooperate on **LBP**'s first request in the valid granting of any form of pledge (e.g. possessory or non-possessory lien) and/or other security or securities demanded by **LBP**, insofar as such has/have not yet been established under the FENEX conditions or in some other manner. **LBP** has a right of retention on all monies, documents and goods, which **LBP** holds for or on behalf of the customer, including those monies, documents and goods that are held by a third party in ownership or security, but which are nevertheless in **LBP**'s direct or indirect custody because of the customer. This right of retention also covers non-performed previous obligations or non-satisfied previous claims on the part of the customer vis-à-vis **LBP**.

Article 17.

All amounts which a contracting party owes or shall owe **LBP** are immediately payable as of the time that the customer is declared bankrupt, petitions for a moratorium or in some other way loses the free disposition of his capital, agrees to a composition of creditors, defaults on the performance of any obligation vis-à-vis **LBP**, or if the customer ceases to exercise his business or – in the case of a legal person or company – if such is liquidated or dissolved.

Article 18.

Paragraph 1

Dutch law governs all agreements with **LBP** and all actions of, with or vis-à-vis **LBP**.

Paragraph 2

If any provision or clause of these general conditions is deemed null and void or annulled, the remaining conditions will apply unimpaired. The affected provision or clause will be replaced by or read as a text that complies with the original intentions of the parties and in the case of a dispute between the parties will be interpreted in a manner that is closest to the intentions of **LBP**.

Article 19.

Paragraph 1

All disputes ensuing from or in connection with the agreement shall be subject to Arbitration in Rotterdam or Amsterdam in accordance with the TAMARA Arbitration Regulations (which can be obtained from the Chambers of Commerce in Amsterdam and Rotterdam and Stichting TAMARA, P.O. Box 30025, 3001 DA Rotterdam).

Paragraph 2

LBP reserves the right in case of due and payable monetary claims to deviate from the provisions of the preceding paragraph, in which case the competent court in Rotterdam will have exclusive jurisdiction.