

GENERAL TERMS AND CONDITIONS OF BUSINESS OF

the private company with limited liability **Geodis Benelux Holding B.V.**, established in Rotterdam, entered in the Commercial Register under number 33147674;

and

the private company with limited liability **Geodis Logistics Netherlands B.V.**, established in Rotterdam, entered in the Commercial Register under number 12037189;

and

the private company with limited liability **Geodis Logistics Almere B.V.**, established in Rotterdam, entered in the Commercial Register under number 24478978;

and

the private company with limited liability **Geodis Global Solutions Netherlands B.V.**, established in Rotterdam, entered in the Commercial Register under number 24131355;

and

the private company with limited liability **Vitesse Logistics B.V.**, established at Venlo, entered in the Commercial Register under number 12034523;

INDEX

GENERAL	page 3
CARRIAGE	page 6
CUSTOMS	page 8
PRICES, OFFERS AND PAYMENTS	page 8
INSURANCE	page 9

GENERAL

Article 1

1. Unless something else has been agreed explicitly and in writing beforehand, these terms and conditions shall apply to all our offers and/or agreements concluded by us with our clients, whereby we (contractor) undertake to transport or have others transport, order and/or distribute goods, to assemble, pack and check goods, to render intermediary services, to store goods, to deliver or let movable and immovable property, or any other performance whatsoever.
2. In these conditions "client" shall be every (legal) person who has concluded or wishes to conclude an agreement with us and, except for this party, its representative(s), attorney(s), legal successor(s) and heir(s).
3. Terms and conditions of our client shall not apply to the offers and agreements mentioned in paragraph 1, unless something else has been determined by us explicitly and in writing.
4. It shall be established between us and the client that once a contract has been concluded with applicability of these terms and conditions, they shall also apply to future offers and agreements.
5. If on certain occasions we do not rely on provisions in these terms and conditions, this shall not mean that we have thereby waived our right to rely on the under-mentioned terms and conditions in a different case.

Article 2

1. Depending on the nature of the total order, operations or other performance, or any part thereof to be considered an independent component thereof in reason, not only these terms and conditions but the following standard conditions and arrangements generally used in the relevant branch of industry shall apply alongside or instead of them, in so far as those conditions are not deviated from in so many words in these general terms and conditions of business, namely:
 - a to all our carriage operations, the General Terms and Conditions of Carriage 2002 (AVC 2002), filed at the court registries of the District Courts of Amsterdam and Rotterdam, most recently filed version. In the event of border-crossing carriage the AVC 2002 shall apply by way of supplement to the CMR convention;
 - b to all our operations within the framework of the loading and unloading, processing and handling and packing and unpacking of goods and also the handling of the order acceptance, up to and including order processing and the invoicing of goods and also the storing of goods, the Physical Distribution Conditions 2000 (filed by the Physical Distribution Group, a submarket of Transport en Logistiek Nederland [Carriage and Logistics the Netherlands), filed at the court registries of the District Courts of Rotterdam and Amsterdam, most recently filed version;
 - c to all forwarding operations, including having others perform airfreight and ocean freight operations and all other operations, the General Terms and Conditions of the Federation of Dutch Forwarding Organizations (FENEX), filed at the court registries of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam, most recently filed

version;

2. If the general terms and conditions referred to in paragraph 1 of this article are revised, the revised text shall apply and this from the date of filing of these revised general terms and conditions. If one or more of the general terms and conditions mentioned in paragraph 1 of this article should be replaced in the manner mentioned in section 6:214 of the Civil Code by a standard arrangement or if a standard arrangement should take its place, the relevant standard arrangement shall apply from the date of announcement of this arrangement in the Dutch Government Gazette.
3. We shall always be entitled beforehand, by the way, to declare other than the general terms and conditions mentioned in paragraph 1 of this article explicitly applicable to a certain order, activity or other performance.

Article 3

Unless something else is agreed explicitly and in writing, all orders shall be performed in a sequence to be determined by us, whereby the capacity of the system at our disposal and the degree of its occupation shall partly determine the time of commencement and completion of orders.

We shall be free in the method of performance of the orders, unless something else has been specifically agreed on the subject.

Article 4

1. We shall be obliged to ask instructions from the client if irregularities occur during the operations that impede the performance of these matters or as a result of which the operations cannot be performed anymore in conformity with the order given.
2. The costs relating to asking instructions and the costs of performance of the instructions shall be refunded to us by the client.

Article 5

In the event of a discrepancy between the filed text of these terms and conditions and texts that otherwise are printed, translated and/or distributed, only the filed text shall have effect.

Applicable legal system and competent court

Article 6

1. In deviation from anything that may have been provided on the subject in the general terms and conditions mentioned in article 2 any conflicts between us and the client shall exclusively be tried by the competent Dutch court.
2. Dutch law shall apply to all legal connections between us and the client.

All operations

Article 7

1. We shall not be liable for damage and costs otherwise than as a result of wilfulness or gross negligence on our part, by any name and/or through any cause, if a client or any third party, whether or not in return for payment:
 - a makes use of our equipment;
 - b has asked us to perform certain operations that are not part of any agreements already concluded and we have acted in the matter in accordance with instructions given by or on behalf of the client and/or that other third party;
 - c stores or parks goods in one of our grounds.
2. We shall not be liable for damage and/or costs, by any name, if this damage and/or these costs follow from services, operations and/or deliveries that have been performed free of charge, unless the client proves that the damage has and/or the costs have arisen as a result of wilfulness or gross errors to be equated with wilfulness on our part.
3. We stipulate all statutory and contractual means of defence that we may invoke to resist our own liability in respect of the client or any third party, also for the benefit of our subordinates and the non-subordinates for whose acts we should be liable in pursuance of the law.
4. The provisions in this article shall leave intact our third-party liability in pursuance of provisions of mandatory law.

Article 8

1. The client shall indemnify us for any claim from one of the employees of the client, a former employee of the client or a third party for damage that is a result of one or more of the following circumstances:
 - insufficient or incorrect packing;
 - incorrect naming;
 - incorrect labelling;
 - incorrect statement of the properties;
 - the packing;
 - method of packing;
 - method of supply;of products entrusted to us by or on behalf of the client
2. In respect of the damage associated with hazardous materials, the client shall be liable for all damage caused by or related to products entrusted to us by or on behalf of the client. The client shall indemnify us from claims of third parties, by any name or through any cause.
3. The client shall be liable for damage caused by or related to the presence of substances that are harmful and are present in the sea containers or loading platforms to be unloaded or handled by order of the client or in the products or the packing of the products of the client. The client shall indemnify us from claims of third parties by any name or through any cause.

CARRIAGE

Article 9

1.
 - a Within the framework of border-crossing carriage operations any loading and unloading operations shall not be included in the carriage.
 - b If within the framework of domestic carriage operations the loading and unloading operations are not included in the carriage, we shall not be liable in the matter. The client shall then indemnify us from third-party claims, by any name and through any cause.
 - c If the loading and unloading operations are included in the carriage, our liability in respect of these operations shall be equal to our carrier's liability on the basis of the AVC 2002 as referred to in article 2(1)(a) of these terms and conditions.
2.
 - a if the client offers any container(s) with contents for carriage and this/these container(s) have not been loaded by us, we shall not be liable for damage arisen as a result of the method of loading;
 - b if the client offers goods for carriage that are loaded into a container and/or palletized and/or have been packed in such a manner that any check of the number of items and/or the contents is not possible, we shall not be bound by the number and/or the contents as stated by the client and/or mentioned on the waybill,
 - c if during loading no check by us is possible and/or a check will cause considerable delay to the carriage, all this at our discretion, we shall not be bound by the number of items and/or the condition of the cargo and/or contents, as stated by the client and/or mentioned in the waybill.
3. The client or addressee shall be obliged:
 - a to offer only properly packed goods for carriage;
 - b to guarantee the loading and unloading material and bearers such as pallets and rolling containers made available by him;
 - c to guarantee the consignee's acceptance of the material supplied to us by the client or addressee;
 - d when making available pallets, to make use, as much as possible, of pallets that can be taken up on four sides by forklift truck and hand pallet truck with the sizes 80x60 cm, 80x100 cm, 80x120 cm and 100x120 cm, standardized in accordance with NEN 1929, NEN 1930 and NEN 2264 respectively, with a maximum loaded weight of 600 kg in the event of manually moved pallets;
 - e when making available rolling containers, to see to suitable and reliable rolling containers, whose dimensions and quality correspond or are equal to the prescriptions of NEN-ISO standard 1718, NEN-ISO standard 2175 and NEN-ISO standard 2184 with a maximum loaded weight of 400 kg;
 - f to provide skilled personnel for the handling of the goods and of the required auxiliary material in the event of loading and unloading;

- g in the event of exchange of pallets immediately to assess the quantities and the external condition of those pallets, to give clear instructions and to state any remarks on the document of carriage.
- 4. If the client instructs us to deliver goods on COD terms, we shall not be responsible for any damage if the consignee pays by check and it later appears that the relevant cheque is not covered. We shall then not be obliged to take any action. The collection of the COD charges shall then be at the expense and risk of the client.
- 5. At all times the client shall not (have others) load more than the maximum cargo weight legally permitted for the relevant vehicle. The client shall indemnify us with regard to the consequences and/or damage of and created by overloading if this fact has been caused by or owing to the conduct of the client.

Article 10

The provisions in this article shall apply, alongside the matters stated elsewhere in these general terms and conditions of business, to all transports of goods that are carried in a refrigerated or frozen condition, or must otherwise be kept at an almost constant temperature:

- a before the start of the carriage we, or our driver, must be given an opportunity to inspect the temperature and quality of the cargo at several points, this at our discretion;
- b if quality and/or temperature deviate(s) from the matters stated on the waybill and/or other documents accompanying the cargo, this shall be stated on the waybill, with reasons;
- c in the cases mentioned under (b) of this article and if we, or our drivers, have not been given or are not given an opportunity to inspect the cargo and/or check the temperature (especially in refrigerated containers) we shall not be liable for loss of quality and/or quantity or for temperature differences at the time of delivery of the cargo in respect of the time of loading.

Freight price for carriage

Article 11

- a. The freight price and other costs bearing on the goods shall be claimable in the event of carriage-paid shipment at the time that the consignor/client hands the waybill to us or at the time that we accept the order.
- b. If a carriage forward shipment has been agreed, the addressee shall be obliged, when taking receipt of the goods, to pay the freight, anything payable with regard to the carriage for other reasons and other costs bearing on the goods; if he did not pay them on demand, the consignor/client shall be jointly and severally obliged with him to make payment.
- c. If, differently than in the event of carriage forward shipment, at the request of the consignor/client we charge the freight, anything else payable for another reason with regard to the carriage and other costs bearing on the goods in connection with the carriage performed, to the addressee or a third party, the consignor/client shall be

obliged to pay these amounts if the addressee or the third party did not pay them on demand.

- d. The freight price shall include a maximum waiting period of fifteen minutes between the agreed time at which the truck is presented by us to the client or the loading address or the addressee or delivery address and the time at which a start is made with loading or unloading the truck, unless another maximum waiting time has been agreed in the agreement.

CUSTOMS

Article 12

1. Customs formalities handled by us shall be settled at the expense and risk of the client. We shall only be liable for costs and damage resulting from incorrect handling of the customs formalities, if the client proves that it is a question of wilfulness or gross negligence on our part.
2. The client shall always indemnify us for claims imposed on us or the client, by the authorities with regard to customs duties, taxes, excises etc. on goods whose customs formalities are handled by us by order of the client, unless the client proves that it is a question of wilfulness or gross negligence on our part.
3. These operations shall always be governed by the FENEX conditions as mentioned in article 2 (1)(c) of these terms and conditions.

PRICES, OFFERS AND PAYMENTS

Article 13

1. All offers made by us shall be without engagement.
2. Our prices are based on the rates, wages, prices etc. that are in effect on the date of the offer or of the conclusion of the agreement or of the actual performances. In the event of alteration of one or more of these factors, the prices shall automatically change accordingly and shall be binding also with regard to still running agreements, on the understanding that if the prices change within three months after the conclusion of the agreement, the client shall be entitled to dissolve the agreement. All this unless something else has been agreed explicitly.

Article 14

Invoices shall be deemed to have been accepted and approved by our client if a written objection has not reached us within 8 days after the invoice date.

Article 15

1. With the exclusion of the provisions concerning payment in the standard terms and conditions mentioned in article 2, the payment for operations entrusted to us and the goods supplied by us or services performed by us shall be governed by the provisions in the paragraphs 2 through 7 of this article.

2. The client shall be obliged to pay the amount payable by him within 14 days after the invoice date. If payment has not been made within this period, the client shall be obliged to pay not only the principal amount, but also the statutory commercial interest on the strength of section 6:119a of the Civil Code per annum on top of the discount rate for promissory notes of Nederlandsche Bank N.V.
3. The client shall not be entitled to make any set off with regard to amounts that we charge to the client by virtue of any agreement concluded with him.
4. If in the event of late payment by the client we proceed to collection by legal means or other means, all expenses already incurred or yet to be incurred by us and also those that are related to them, including the extrajudicial collecting charges, being at least 15 % of the principal amount, shall be for account of the client, subject to the provisions in paragraph 2 of this article.
5. We shall be entitled to retain goods, moneys and documents, the last-mentioned items in the widest sense of the word in respect of anyone who desires their surrender, at the expense and risk of the client and/or owner until all due claims of ours have been paid or, in the event of forwarding of the goods, to receive and set off the payable amount on COD terms.
6.
 - a All the goods and documents and moneys that we have in our possession or will get into our possession for any reason and for any purpose, shall serve as a possessory pledge for all claims that he have or should get for account of the client or of the owner.
 - b In the event of non-payment of the claim the sale of the possessory pledge shall be done in the manner provided by law or, if agreement exists, privately.
7.
 - a On request we may have the possessory pledge replaced by another equivalent security, exclusively at our discretion.
 - b The client may never rely in respect of us on a suspension of payments granted him in respect of prior orders, whether or not explicitly.

INSURANCE

Article 22

1. Insurance of any nature shall only be provided at the expense and risk of the client and only after written order and written acceptance. The order for insurance must accurately contain the risks against which insurance must be taken out, because otherwise the order will be considered not given or not accepted. For weighty reasons we shall always be entitled to refuse an order for insurance.
2. The risk offered shall be accepted or refused by the underwriter or insurer. We have no influence on that.

Physical Distribution Conditions

1st September 2000

Physical Distribution Conditions

Filed with the District Court in Amsterdam on September 1, 2000
Registered under number 177/2000

Filed with the District Court in Rotterdam on September 1, 2000
Registered under number 116/2000



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Physical Distribution Articles

Article	1. Definitions
	2. Scope of Application
	3. Employees and Independent Contractors
	4. Obligations of the Physical Distributor
	5. Obligations of the Principal
	6. Duration and Termination of the Agreement
	7. Liability of the Physical Distributor
	8. Liability of the Principal
	9. Time Bar and Forclosure
	10. Payment Conditions
	11. Security
	12. Competent Court
	13. Recommended Official Title

PHYSICAL DISTRIBUTION CONDITIONS 2000

(PD-Conditions)

ARTICLE 1 DEFINITIONS

In these conditions the following is meant:

1. **PHYSICAL DISTRIBUTION:** All activities, such as transport, forwarding, unloading, stocking, storage, taking out of storage, loading, stocks management, assembly, order management, order groupage, preparing for despatch, invoicing, information exchange and information management in relation to goods, insofar as this has been agreed between the principal and the physical distributor.
2. **PHYSICAL DISTRIBUTION AGREEMENT:** The agreement whereby the physical distributor undertakes to carry out physical distribution for the principal (also called: "PD-Agreement).
3. **PHYSICAL DISTRIBUTOR:** The provider of services who has entered into a physical distribution agreement with the principal and accordingly has agreed to undertake physical distribution.
4. **PD-CONDITIONS:** The present Physical Distribution Conditions.
5. **TRANSPORT TRAJECTORY:** That section in the performance of the physical distribution agreement whereby the goods assigned to the physical distributor are on board a means of transport for the purpose of being transported. The trajectory does not include loading into or unloading out of the means of transport.
6. **FORCE MAJEURE:** Circumstances a diligent physical distributor was not able to avoid and the consequences of which he was not able to prevent. Fire and explosions, as well as the consequences thereof, are always considered to be force majeure.
7. **GOODS:** The goods made available by the principal to the physical distributor for the performance of this agreement.
8. **RECEIVING:** The moment in which the goods have physically been received by the physical distributor for the performance of the agreed work.
9. **DELIVERY:** The moment in which the goods, after the agreed work has been carried out by the physical distributor, are made available to the principal or entitled party.
10. **FREIGHTFORWARDING:** The concluding, on behalf of the principal, of one or more transport agreements with a carrier, or making a stipulation in such transportation agreement(s) on behalf of the principal.
11. **STOCK DISCREPANCY:** An inexplicable discrepancy between the actual stock and the stock which according to stock records of the physical distributor and the principal should be present.

12. **WORKING DAYS:** All calendar days, with the exception of Saturdays, Sundays, as well as generally recognised Christian and national holidays in the Netherlands.
13. **HELPERS:** All those persons whom physical distributor makes use of in the performance of the agreement (such as sub-contractors, agents and other helpers).

ARTICLE 2 SCOPE OF APPLICATION

GENERAL

1. The PD-conditions govern all tenders, agreements entered into and legal and effective acts carried out by the physical distributor for implementation purposes, insofar as not contradictory with mandatory law.
2. Deviations from these conditions are only valid if and insofar as explicitly agreed upon by the parties.
3. Unless explicitly agreed otherwise the applicability of conditions observed by the principal is excluded.
4. If the principal and the physical distributor agree to exchange information by electronic means the General Conditions of Electronic Message Transfer, filed at the Offices of the District Courts in Amsterdam and Rotterdam by the Stichting Vervoeradres, is applicable together with these conditions, specifically the version filed at the time of the conclusion of the PD Agreement.

TRANSPORT

5. Besides treaties, laws and legal regulations applicable to the various modes of transport, the following regulations with regard to the defined means of transport apply with regard to the above:
 - domestic road carriage: the General Transport Conditions 1983 (Algemene Vervoerscondities), filed at the Offices of the District Courts in Amsterdam and Rotterdam, that is to say the version of these conditions lodged at the time of the conclusion of the PD Agreement.
 - transport by railway: the conditions of the documents relating to the carriage of the goods;
 - transport by inland shipping: the Freight Conditions (Bevrachtingsvoorwaarden) 1991, filed at the Offices of the District Courts in Amsterdam and Rotterdam, that is to say the version of these conditions filed at the time of the conclusion of the PD Agreement.
 - transport by air: the standard IATA Transport Conditions, as can be found on the back of the standard IATA airbill, as well as the conditions referred to therein;
 - combined transport: for each section of the transport, the applicable legal regulations for that section, as well as Articles 8.40 up to and including 8:52 of the Dutch Civil Code.

If and insofar as the above treaties, laws and legal regulations and conditions have not regulated liability, the present PD conditions apply.

FREIGHTFORWARDING

6. In the event the physical distributor undertakes to forward the goods, the Dutch Forwarding Conditions of 4 January 1999, filed at the Offices of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam apply, that is to say the version of these conditions filed at the time of the conclusion of the PD Agreement.

FISCAL AND CUSTOMS SERVICES

7. In the event the physical distributor undertakes to carry out the fiscal representation for the principal and/or undertakes customs formalities (including formalities regarding storage in customs warehouse), the Dutch Forwarding Conditions as mentioned above in Article 2 paragraph 6 apply.
8. All conditions stated in this article shall be sent free of charge at first request.

ARTICLE 3 EMPLOYEES AND INDEPENDENT CONTRACTORS

1. The physical distributor is authorised to make use of helpers in the performance of the agreement. For acts and omissions of these helpers, carried out during the performance of the work for which they are being used by the physical distributor, the physical distributor shall be responsible in the same way as for his own personnel.
2. In the event the aforementioned employees or independent contractors are held liable outside the agreement with regard to the work, for which they were being used by the physical distributor, it has been stipulated on their behalf that they shall be able to appeal to all the stipulations in the present conditions regarding exclusion or limiting of liability.
3. Any legal action regarding liability, notwithstanding the grounds, may only be made by the principal within the limitations of the agreement entered into with the physical distributor.

ARTICLE 4 OBLIGATIONS OF THE PHYSICAL DISTRIBUTOR

The physical distributor is obliged:

1. to accept the agreed goods at the agreed place, time and manner, accompanied by the documents relating to the carriage of the goods and any other documents supplied by the principal.
2. to take care of storing the goods and taking the goods out of storage.
3. to carry out storage and have work done on the goods in areas explicitly agreed upon.
4. to take all necessary measures regarding the goods, also those not arising directly from the physical distribution, at the principal's expense and before doing so, consulting with the principal, if possible.
5. to insure his liability, at the principal's request, arising from the PD Agreement.

6. at the written request of the principal and on behalf of both parties, without the possibility of recourse and stating the desired coverage, to insure the goods and to supply the principal with a copy of the insurance policy or an insurance certificate.
7. to allow the principal and persons designated by the principal to enter areas where the goods are, on the condition that:
 - this is done in the presence of a person on behalf of the physical distributor and is requested in good time beforehand,
 - this occurs in accordance with the company rules of the physical distributor.
8. to carry out extra activities in consultation with the principal at a rate agreed upon.
9. before accepting goods which are visibly damaged, to ask the principal for instructions, or, if instructions cannot be obtained on time, to refuse acceptance of the damaged goods.
10. to make use of equipment suitable for the intended purpose in carrying out the physical distribution agreement.
11. to deliver the goods in the same condition in which they have been received, or in the agreed condition.
12. to maintain secrecy towards third parties concerning the facts and details known to him on the basis of the PD Agreement.

ARTICLE 5 OBLIGATIONS OF THE PRINCIPAL

The principal is obliged:

1. to supply the physical distributor in good time with all the information and documents regarding the goods, as well as the handling thereof, which he knows or is deemed to know that they are important for the physical distributor, unless he may assume that the physical distributor knows or is deemed to know this information. The principal guarantees the correctness of information supplied by him.
2. to make the agreed goods available to the physical distributor at the agreed place, time and manner, accompanied by the agreed documents and/or documentation and all other documents required by law to be supplied by the principal.
3. to compensate the physical distributor, besides the agreed price for the physical distribution, for any additional costs made for additional work and/or deviating circumstances.
4. to indemnify the physical distributor or his assistants, at his first request, against claims outside the agreement from third parties regarding damage or financial loss, relating in any way to the carrying out of the PD Agreement by the physical distributor, his assistants or helpers, including claims on account of product liability.
5. to guarantee the goods and equipment made available by him to the physical distributor.
6. to oblige the addressee or consignee of the goods to report immediately visible damage at the latest at the moment of delivery, and damage which is not immediately visible as soon as possible, and in any event within 7 days of delivery, in writing to the physical

distributor, failing which any (timely) claims for damage by the principal with regard to the goods shall become null and void.

7. to receive, upon termination of the Physical Distribution Agreement, all goods still present at the physical distributor on the last working day of this agreement, after payment of that which is owing or forthcoming. For that which shall be owing after termination of the Physical Distribution Agreement, the principal may suffice in supplying sufficient security. In the event the principal does not fulfil the obligation, as stated in this article, Article 17 AVC shall be accordingly applicable.
8. to maintain secrecy towards third parties with regard to the facts and information known to him to the basis of the Physical Distribution Agreement.

ARTICLE 6 DURATION AND TERMINATION OF THE AGREEMENT

1. Unless parties have agreed otherwise, the PD Agreement is valid for an indefinite period, with a period of notice of three months.
2. In the event the principal has failed accountably to fulfil his obligations pursuant to Article 5 the physical distributor may terminate the Physical Distribution Agreement without prejudice to his rights to compensation for damage, after he has given the principal in writing an ultimate period of a minimum of 14 days and the principal has not yet fulfilled his obligations after the period has lapsed. In the event the running of his business would be unreasonably disrupted by the setting of such term, the physical distributor may terminate the agreement immediately.
3. Termination of the agreement by the physical distributor with immediate effect is at any event possible, irrespective of the agreed duration of the agreement, in the event the principal:
 - discontinues his profession or company entirely or to a major extent;
 - loses the power to dispose of his capital or a part thereof;
 - loses his corporate capacity, his company is dissolved or effectively liquidated;
 - is declared bankrupt;
 - proposes an settlement outside bankruptcy or if the goods of the principal have been seized.
4. In the event the physical distributor fails accountably in the performance of his obligations during an uninterrupted period of 30 days and this failure justifies the dissolution of the agreement, the principal may terminate the physical distribution agreement, without prejudice to his rights to compensation for damage suffered to the goods, within one week after he has given the physical distributor in writing an ultimate term with an appeal to the present article and the physical distributor has not yet fulfilled his obligations after the term has lapsed. If the duration of the term within which the obligations must be fulfilled has not been explicitly been agreed upon in the PD Agreement, a term of thirty calendar days is applicable.
5. Any termination or written notification must be given by registered mail.
6. If, upon termination of the agreement, the physical distributor still has goods as meant by Article 1 paragraph 7 in his charge, the stipulations of the agreement regarding those

goods remain in force up to such time as these goods have been removed from his charge in the agreed manner.

ARTICLE 7 LIABILITY OF THE PHYSICAL DISTRIBUTOR

1. **TRANSPORT TRAJECTORY:** The physical distributor accepts liability as carrier for damage to or loss of goods in his charge which have occurred during transport, also in the event he has subcontracted the transport to others. The above applies unless the physical distributor has explicitly made known beforehand that he is acting as forwarding agent and not as carrier: in that case his liability is governed by the Dutch Forwarding Conditions.
2. **DAMAGE TO GOODS FROM CAUSES OTHER THAN DURING TRANSPORT:** The physical distributor is liable for damage to or loss of goods in his care from the moment of receiving the goods until delivery unless he can prove force majeure as meant by Article 1 paragraph 6, and with due regard to the following restrictions and limitations, unless parties have agreed otherwise.
3. **CONSEQUENTIAL DAMAGE:** The physical distributor is only liable for damage to and loss of goods in his charge and therefore not for immaterial damage, loss of profit, consequential damage, however occurring, including damage caused by delay and damage caused on account of advice from the physical distributor.
4. **OPEN AIR STORAGE:** The physical distributor is not liable for damage to goods, insofar the damage is the result of the special risks in connection with storage, by order of the principal, in the open air.
5. **LIABILITY LIMIT:** Except in the case of gross negligence or wrongful act on his part, the physical distributor is not liable for anything exceeding E 3,50 per kilogram damaged or lost weight, up to a maximum of E 115.000 per occurrence or series of occurrences having the same cause.
6. **DISCREPANCIES IN STOCK:** Any discrepancies in stock must be apparent from the stocktaking, which should take place at least once per calendar year, upon termination or at the moment of termination of the agreement. Any shortage and any surplus shall be balanced against each other. In case of stock discrepancies the physical distributor may only be held liable if the shortage outweighs the surplus by an amount, in items, kilograms or litres, greater than one per cent of the amount which on a yearly basis regarding those goods is the subject of the physical distribution agreement.

Needless to say it is explicitly agreed that the present conditions also govern the liability of the physical distributor regarding stock discrepancies, including the liability limit as described in Article 7 paragraph 5.

ARTICLE 8 LIABILITY OF THE PRINCIPAL

1. The principal is liable for all damage caused by or in connection with the goods, or nature or packaging thereof, entrusted to the care of the physical distributor, in particular damage caused by the fact that the dangers, inherent to dangerous goods materialized.

2. The principal is liable for damage caused by persons representing the principal, whom the physical distributor has allowed on his premises.
3. The principal is also liable for all costs, damage, interest, fines, penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents, which are directly or indirectly the result of the circumstance that the goods were not accompanied upon delivery for physical distribution by the required documents or were accompanied by incorrect documents, or are the result of or in any way connected to a circumstance for which the physical distributor is not liable.

ARTICLE 9 TIME BAR AND FORCLOSURE

1. Any claim made against the physical distributor, including claims arising from collection on delivery matters, is timebarred by the mere lapse of twelve months and shall be foreclosed by the mere lapse of eighteen months.
2. Limitation and expiry respectively are calculated from the day following the day on which the goods were delivered or should have been delivered, or failing that, from the day following the day on which the claim has arisen. In any case the limitation or expiry commences on the day following the day on which the agreement between parties was terminated.

ARTICLE 10 PAYMENT CONDITIONS

1. All amounts owing by the principal to the physical distributor, for whatever account, shall be paid in accordance with the agreed term or, in the absence thereof, within fourteen days of the invoice date.
2. In the event the principal does not pay any amount owing within the agreed term or, in the absence of an agreed term, within fourteen days of the invoice date, he is obliged to pay legal interest over the amount with effect from the day on which these payments should have been made up to the day of final settlement of the invoice.
3. The physical distributor is entitled to charge the principal for all necessary out-of-court and legal debt collection costs stated in paragraph 1. The out-of-court debt collection costs shall be due from the moment the principal is in default and the claim for collection has been passed on.
4. The principal relinquishes all rights to settlement of claims for payment of compensation arising from the Physical Distribution Agreement, of costs owing for any other reason regarding the physical distribution or of other costs chargeable against the goods with claims for other reasons, and the principal also relinquishes all rights to the suspension of his payment.
5. All amounts stated in paragraph 1 of this article shall be immediately due and payable and subject to settlement in the cases stated in Article 6 paragraphs 2 and 3.

ARTICLE 11 SECURITY

1. The physical distributor has the retention right in respect of monies, goods and documents he holds in his charge in connection with the physical distribution against anyone wishing the handing over thereof.
2. With respect to the principal or the consignee the physical distributor may exercise his right of retention for that owing to him or shall be owing to him by the principal or the consignee for whatever account. He may also exercise this right for costs chargeable against the goods in case of collection on delivery.
3. The physical distributor may also exercise the right of retention stated in paragraph 2 for that owing to him by the principal in connection with previous physical distribution agreements.
4. The physical distributor may also exercise the right of retention for a provision owing to him in connection with collection on delivery, for which he does not have to accept a security.
5. In the event a dispute arises during settlement regarding the amount owed or, for the purposes of determining such, a calculation which cannot be carried out immediately, then the person claiming delivery is obliged to immediately pay the portion which parties are in agreement about and to issue security for payment of the disputed portion or the portion of which the amount has not yet been determined.
6. A right of pledge as meant by Article 3:236 of the Dutch Civil Code shall be established on all goods, documents and monies, which the physical distributor for whatever reason and whatever purpose has in his charge or shall have, for all claims which he has or shall have at the expense of the principal or the owner.
7. The sale of any pledge must be carried out in a manner stipulated by law or - in the event of mutual agreement - privately.
8. The right to sale as meant in the above paragraph implies the sale of the goods in his charge at the principal's cost in accordance with Articles 3:249 et seq. of the Dutch Civil Code and to retain all amounts owing by the principal out of the proceeds, in the event the principal fails to pay the amounts owing by him to the physical distributor, or if the physical distributor has good reason to suspect that the payment obligations shall not be met.
9. The physical distributor may have the pledged goods replaced by another equivalent security to be evaluated solely by him.
10. At the first request of the physical distributor the principal will provide security for the cargo, rights, taxes, levies, premiums and other costs the physical distributor makes or has to make on behalf of the principal. All consequences of the non (timely) fulfilment of the obligation to provide security are for the account of the principal.

ARTICLE 12 COMPETENT COURT

1. All agreements, to which these Physical Distribution Conditions apply, are subject to Dutch law.

2. All disputes emanating from or in connection with the agreement, irrespective of which general conditions are applicable to these disputes, shall be decided by the competent court of the place of establishment of the physical distributor or the competent court in Amsterdam if the place of establishment is not in the Netherlands.

ARTICLE 13 RECOMMENDED OFFICIAL TITLE

1. The present conditions can be cited as "Physical Distribution Conditions 2000" and have been listed at the Offices of the District Courts of Amsterdam and Rotterdam on 1 September 2000.
2. The Dutch text will prevail in the event of discrepancy between the Dutch text and the text in any other language.

General Conditions of Transport 2002

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2

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Contents

Algemene Vervoercondities 2002

(General Transport Conditions 2002) (AVC 2002)

Article Page

1: Definitions	4
2: Electronic messages	5
3: Scope of application	6
4: Obligations of the sender; notice of termination of the contract of carriage	6
5: The consignment note	8
6: Value of the consignment note as evidence	9
7: Payment of freight	9
8: Instructions of the sender	10
9: Obligations of the carrier	11
10: Liability of the carrier	12
11: Special risks	13
12: Presumption of exonerating circumstances	13
13: Compensation	14
14: Intention to cause damage and conscious recklessness	15
15: Notification of damage	16
16: Right to claim	16
17: Cash on delivery (COD)	17
18: Reservations of the carrier	18
19: Prevention after receipt of the cargo	18
20: Stack-on transport; through transport	19
21: Storage in case of consignee not showing up	19
22: Storage before, during and after transport	21
23: Right of lien	21
24: Right of pawn	22
25: Lost goods	22
26: Immunities; Himalaya clause	23
27: Interest due to delay	23
28: Limitation period	23
29: Arbitration	24

3

Algemene Vervoercondities 2002

(General Transport Conditions 2002)

(AVC 2002)

Article 1

Definitions

In these conditions

1. 'Contract of carriage' means the contract by which the carrier commits himself opposite the sender to carry goods by road.

2. 'Sender' means the contractual opposite party of the carrier.

Mentioning a sender in the consignment note does not automatically mean that the sender so mentioned is the contractual opposite party of the carrier.

3. 'Consignee' means the person who by virtue of the contract of carriage has right, opposite the carrier, to delivery of the goods.

4. The 'consignment note' means the document drawn up in three original copies, one of which (evidence of receipt) is destined to the sender, the second one of which (evidence of delivery) is destined to the carrier, and the third one of which is destined to the consignee.

5. 'Assisting servants and agents' means employees of the carrier as well as persons whose services the carrier uses for the completion of the contract of carriage.

6. 'Force major' means circumstances in so far as a diligent carrier has been unable to avoid and in so far as such a carrier has been unable to prevent the consequences thereof.

4

7. 'Damage caused by delay' means damage to property/capital arising from delay in delivering goods.

8. 'Written' or 'in writing' means what it says or by electronic means.

9. 'BW' means Burgerlijk Wetboek (Dutch Civil Code).

10. 'CMR' means Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956), as supplemented by the 1978 Protocol.

11. 'Algemene Veerboot- en Beurtvaartcondities' means the same (in translation: General Ferry Service and Barge Service Conditions), latest version, as deposited by sVa / Stichting Vervoeradres at the registry (griffie) of the district court of justice (arrondissementsrechtbank) at Amsterdam and at Rotterdam.

12. 'Algemene Opslagvoorwaarden' means the same (in translation: General Storage Conditions), latest version, as deposited by sVa / Stichting Vervoeradres at the registry (griffie) of the district court of justice (arrondissementsrechtbank) at Amsterdam and at Rotterdam.

13. 'Stack-on transport' means carriage of goods by means of a vehicle (most often, but not necessarily always a lorry), which in turn is carried in or on some other vehicle or transport means (such as often a ship or a railway car). For best understanding the technique, the reader is referred to art. 2 CMR.

Article 2

Electronic messages

1. If data, including those relating to the consignment note, are exchanged electronically, parties shall not dispute the admissibility of electronic messages as evidence in the event of a mutual conflict.

5

2. Electronic messages have the same force of evidence as written paper ones, unless such messages have not been saved and recorded in the format as agreed between the parties and at the agreed security level and in the agreed manner.

Article 3

Scope of application

The Algemene Vervoercondities apply to the contract of carriage of goods by road; if CMR applies, then the Algemene Vervoercondities apply supplementarily where CMR is silent.

Article 4

Obligations of the sender;

notice of termination of the contract of carriage

1. The sender is obliged:

(a) concerning the goods and the treatment of same, timely to supply

to the carrier all data and information as he is able to or ought to be able to, and of which he knows or ought to know that such data and information are important to the carrier, unless he may assume that the carrier knows them;

(b) to make the contract goods available to the carrier at the agreed location and time and in the agreed manner, accompanied by the consignment note as required by article 5 and by any further documents as required by law from the sender;

(c) to address clearly and adequately each package to be carried and, in so far as reasonably practicable, to affix or append the required information and address to the package or its packaging in such manner that under normal circumstances it will retain its legibility until the end of the carriage. The sender may agree in writing with the carrier that addresses on the packages are substituted by a mark showing figures, letters or other symbols;

(d) to mention in the consignment note the total weight of the goods to be carried;

6

(e) to load and to stow the goods as agreed in or on the vehicle, and to have them unloaded, unless parties agree otherwise, or unless some other obligations follow from the nature of the intended carriage, considering the goods to be carried and the vehicle as made available.

2. The sender is not allowed to back out of his obligations mentioned in para 1 a, b, c, and d for whatever circumstance he may invoke and the sender is obliged to compensate the carrier for the damage arising from the non-compliance with the obligations mentioned.

3. Notwithstanding para 2 herebefore the carrier may give notice of termination of the contract without preceding summons to comply, if the sender did not fulfil his obligations mentioned in para 1 a and b; however the carrier may do so only after putting the sender in writing under an ultimate deadline and if the sender has not yet fulfilled his obligation by the expiry of that deadline. If by putting such a deadline the course of operation of the business of the carrier would be unreasonably disturbed, then the carrier may terminate the contract without granting a deadline as mentioned. The sender may likewise terminate the contract, if he did not fulfil his obligation as mentioned in para 1 b. Termination is effected by written notice and takes effect on the moment of receipt of same. After termination the sender is indebted to the carrier for 75 percent of the agreed freight without being held liable for further compensation. If no freight has been agreed, the applicable freight will be as per the law, respectively as per custom, respectively in fairness.

4. The carrier may also give notice of termination of the contract, in case of defective loading or stowing or in case of overcharging, but not until the sender has been put in the position to undo the defect or the overcharging. If the sender refuses to undo the defective loading and/or stowing or the overcharging, the carrier may either give notice of termination of the contract, or undo himself the defects and/or the overcharging; in both cases the sender is obliged to pay the carrier an amount of € 500,—, unless the carrier proves that the damages so suffered are in excess of that amount; para 3 does not apply.

7

5. The sender must repay to the carrier any fine imposed to him owing to overcharging, unless the carrier has fallen short in fulfilling his obligations as in art.9 para 1 and 5 or the carrier has not given notice of termination of the contract of carriage on the ground of the previous paragraph, without prejudice to his right to invoke mala fides of the sender.

6. Notwithstanding the other paragraphs of this article the sender must compensate to the carrier for damage which he has suffered in so far as the damage has arisen from the circumstance that the carriage of the goods has been or will be prohibited or restricted by public authority; however, this liability does not obtain if the sender proves that the carrier was or could have reasonably been aware of the prohibition or restriction at the time of the contract of carriage being concluded.

Article 5

The consignment note

1. When making the goods available the sender is obliged to hand a consignment note to the carrier which states that these AVC 2002 apply to the contract of carriage concluded.
2. The sender is obliged to complete the consignment note entirely and conform to the truth and following directions for completion, and when making the goods available to the carrier he warrants the correctness and completeness of the data supplied by him.
3. The carrier is obliged to clearly make himself known as carrier in the consignment note presented by the sender and to sign it and to hand it back to the sender. If the carrier so requires, the sender is obliged to sign the consignment note. The signature may be printed or substituted by a stampprint or any other mark of the origin.
4. The consignment note may also be made out in the format of electronic messages in accordance with the format and security level as agreed between the parties and in accordance with the manner of forwarding, saving and recording as agreed between the parties.

8

Article 6

Value of the consignment note as evidence

1. When receiving the goods the carrier is obliged to check the correctness of the enumeration of the goods in the consignment note as well as the apparent good condition of the goods and their packaging, and in case of deviation to make a note of that on the consignment note. The obligation does not obtain if in the judgement of the carrier this would delay the carriage considerably.
2. The consignment note is prima facie evidence, subject to evidence to the contrary, of the conditions of the contract of carriage and the parties to the contract of carriage, and of the receipt of the goods and their packaging in apparent good condition, and of the weight and number of the goods. If the carrier has no reasonable means to check the correctness of the entries meant in para 1, then the consignment note is no evidence of the entries.

Article 7

Freight payment

1. The sender is obliged to pay the freight and further costs which burden the goods at the moment of handing over the consignment note or of the goods having been received by the carrier.
2. If freight payable at destination has been agreed, the consignee is obliged to pay the freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods on delivery of the goods by the carrier; if the consignee did not pay these upon the first reminder, he and the sender are severally obliged to pay.

If, in case of a consignment on the condition freight payable at destination, the sender has mentioned in the consignment note that no delivery may be performed without payment of the freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods, the carrier, if no payment is made, must ask

9

the sender for further instructions which he is obliged to follow up,

in so far as reasonably possible, against compensation of costs and damage and possibly payment of a reasonable reward, unless these costs have arisen by his own fault.

3. The carrier has the right to charge all inevitable extra-judicial and judicial expenses made to collect the freight and other amounts, as mentioned in para's 1 and 2, to the one who is debtor of the freight and other costs. The extra-legal collection expenses are due as from the moment when the debtor fails to pay and the claim has been referred to a third party for collection.

4. The freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods are due also if the goods are not delivered at destination or only partly, damaged or delayed.

5. An appeal to set off claims to pay freight, costs due owing to other reasons relating to the carriage and further costs burdening the goods against claims on some other account is not permitted.

6. If the sender has not fulfilled his obligations mentioned in the present article, then the carrier is entitled to suspend departure of the vehicle, and in this event the damage arising from it are considered as costs burdening the goods.

Article 8

Instructions of the sender

1. The sender is entitled to change the place where the goods are made available, to designate himself or somebody else as consignee, to change a given indication of the consignee as well as to give orders concerning delivery or to change the place of delivery, if these instructions do not impede the normal operation of the business of the carrier.

10

2. Instructions may given also after receipt of the goods by the carrier.

3. The sender is obliged to compensate the carrier for the damage and costs caused by instructions being followed up. If the vehicle has moved to a place which had not been agreed previously in consequence of the instructions given, then the sender is obliged, except for paying compensation for damage suffered and expenses made, also to pay a reasonable reward for this purpose.

4. The right to give instructions is extinguished in proportion in which the consignee accepts the goods at the place of delivery or the consignee claims compensation from the carrier because the latter does not deliver the goods.

Article 9

Obligations of the carrier

1. The carrier is obliged to accept the goods agreed at the place and time and in the manner agreed as well as to communicate the loading capacity of the vehicle to the sender, unless the sender is likely to be aware of this.

2. The carrier is obliged to deliver at destination the goods received for carriage in the condition in which he has received them.

3. The carrier is obliged to deliver the goods received for carriage within a reasonable time lapse; if a period of delivery has been agreed in writing delivery must be done within this period.

4. If the carrier does not fulfill the obligation mentioned in para 1, the two parties may give notice of termination of the contract in respect of the goods not yet accepted by the carrier. However, the sender may do so only after having put the carrier under a deadline in writing and the carrier has not fulfilled his obligation at the expiry of it.

Notice of termination is given by a written communication to the other party and the contract terminates at the moment of receipt of

the communication.

After termination the carrier is obliged to compensate the sender for the damage which he has suffered as a result of the termination.

This compensation, however, cannot amount to more than twice the freight and the sender is due no freight.

5. The carrier is obliged to check the loading, stowing and possible overcharging undertaken by or on behalf of the sender if and in so far as circumstances permit to do so. If the carrier judges the loading and stowing to be defective, he is obliged, notwithstanding the stipulation in article 4 para 4, to make a remark of this in the consignment note. If he is not able or in the position to fulfil his obligation to check, he may make a remark to the effect in the consignment note.

6. If delivery to house has been agreed, the carrier must carry the goods at the door of the address mentioned in the consignment note or at the door of an address which in stead of the one in the consignment note the sender – in keeping with article 8 – has given.

Article 10

Liability of the carrier

1. Except in case of force major the carrier is liable for damage to or loss of the goods and for damage owing to delay in delivery in so far as the carrier has not fulfilled the obligations mentioned in article 9, para 2 and 3.

2. For acts and omissions of his assisting agents and servants, the carrier is liable in the way as for his own acts and omissions.

3. The carrier cannot relieve himself of his liability by invoking the defective condition of the vehicle or of the equipment of which he makes use unless this has been made available to him by the sender, the consignee or the receiver. The notion equipment does not include a ship or a railcar in or on which is the vehicle.

12

Article 11

Special risks

Notwithstanding article 10, the carrier, who did not fulfil his obligations as in article 9 para 2 and 3, is – in spite of this – not liable for the damage arising from this, in so far as the non-compliance is the result of the special risks bound to one or more of the following circumstances:

(a) the carriage of the goods in an open unsheeted vehicle, if this has been explicitly agreed and specified in the consignment note;

(b) absence of or defective condition of packing of the goods which considering their nature or the manner of carriage should have been sufficiently packed;

(c) handling, loading, stowing or unloading of the goods by the sender, the consignee or persons acting for the account of the sender or the consignee;

(d) the nature of certain commodities itself which owing to causes connected with this nature are exposed to total or partial loss or to damage, particularly through spontaneous inflammation, explosion, melting, breakage, corrosion, decay, dessication, leakage, normal reduction of quality or the action of moth or vermin;

(e) heat, cold, temperature variations or humidity of the air, but only if it has not been agreed that the carriage would be performed by means of a vehicle especially equipped to protect the goods from the effects of such conditions;

(f) insufficiency or inadequacy of the addresses, figures, letters or marks of the packages;

(g) the fact of carriage of a live animal.

Article 12

Presumption of exonerating circumstances

1. If the carrier proves that, considering the circumstances of the case, the non-compliance with his obligations following article 9 para's 2 and 3 may have been a consequence of one or more of the special risks enumerated in article 11, it is presumed that the non-compliance was such a consequence indeed. However, the person who oppo-

13
site the carrier is entitled to the goods may prove that this non-compliance was not wholly or partly caused by one of these special risks.

2. The presumption mentioned herebefore does not apply in the event mentioned in article 11 (a), if there is an abnormal shortage or an abnormally big loss of packages.

3. If, in accordance with what the parties had agreed, the carriage is performed by means of a vehicle especially equipped to protect the goods from the effects of heat, cold, temperature variations or humidity of the air, the carrier may for the purpose of exoneration of his liability caused by this effects invoke the benefit of article 11 (d) only if he proves that all measures had been taken, which he was obliged to take considering the circumstances, with respect to the choice, the maintenance, and the use of such equipment and that he acted in compliance with the special instructions meant in the 5th paragraph.

4. The carrier may only invoke the benefit of article 11 (g), if he proves that all measures had been taken which he was normally obliged to take, considering the circumstances and that he had acted in compliance with the special instructions meant in the 5th paragraph.

5. The special instructions meant in the 3rd and 4th paragraphs of this article must have been given to the carrier before the start of the carriage and must have been explicitly accepted by him and must be specified in the consignment note if one has been issued for the carriage concerned. The single specification of them in the consignment note constitutes no evidence in this event.

Article 13

Compensation

1. The compensation due by the carrier on the ground of non-compliance with his obligation as in article 9 para 2 is limited to an amount of € 3.40 per kilogram; for other damage than that arising

14
from loss of or damage to the goods, such as consequential damage, business stagnation or immaterial damage, the carrier is not liable on the ground of the contract of carriage.

2. The number of kilograms as basis for the calculation of the amount mentioned in para 1 is the weight of the damaged or not delivered object as specified in the consignment note.

3. If the carrier is liable because he did not deliver within the reasonable period mentioned in article 9 para 3, the compensation for delay in delivery is limited to once the freight; if the period mentioned in article 9 para 3 has been agreed in writing, the compensation is limited to twice the freight.

4. The expenses for expertise research, for salvage and other costs which have been spent to establish and realise the value of the damaged or lost goods and of those delivered with delay are considered as diminishment of value.

5. If the carrier is liable because of non-compliance with his obligation stemming from the articles 8:1115 para 2 and 8:118 para 3 BW, or the articles 6 para 1, 19 para 4, 21 or 25 of these conditions, a compensation due by the carrier on this account shall not exceed the compensation which he would be due in case of total loss of the goods concerned.

Article 14

Intention to cause damage and conscious recklessness

An act or an omission by whomever, except the carrier himself, done either with the intention to cause damage, or recklessly and in awareness that this damage was likely to follow from it, does not deprive the carrier of his right of appealing to any exoneration or limitation of his liability.

15

Article 15**Notice of damage**

1. If the goods are delivered by the carrier showing apparent damage or shortage and the consignee does not, on receipt of the goods or immediately thereafter, communicate to the carrier a reservation in writing, specifying the general nature of the damage or the shortage, then the carrier is presumed to have delivered the goods in the same condition as in which he has received them.
2. If the damage or the shortage are not apparent and the consignee has not, within one week after acceptance of the goods, communicated to the carrier a reservation in writing, specifying the general nature of the damage or the shortage, then the carrier is likewise presumed to have delivered the goods in the same condition as in which he has received them.
3. If the goods are not delivered within a reasonable or an agreed period and the consignee has not, within one week after acceptance of the goods, communicated to the carrier a reservation in writing, specifying that the goods have not been delivered within this period, then the carrier is presumed to have delivered the goods within this period.

Article 16**Right to claim**

Both the sender and the consignee have the right opposite the carrier of claiming delivery of the goods in accordance with the obligations of the carrier.

16

Article 17**Cash on delivery (COD)**

1. Parties may agree that the goods will be burdened by a COD amount which, however, shall not exceed the invoice value of the goods. In that case the carrier may deliver the goods only after preceding payment of the COD amount in cash, unless the sender has authorised the carrier to accept some other form of payment.
2. If after notice of arrival the consignee does not appear to pay the COD amount in accordance with the form of payment as prescribed by the sender to the carrier, then the carrier must ask the sender for further instructions. The costs connected with asking for instructions are for account of the sender. The carrier must follow up the instructions given to him, in so far as this is reasonably possible, against compensation of costs and possibly a reasonable reward, unless these costs have arisen from his fault. If the sender gives instructions to the effect that delivery must be undertaken in deviation of previously given instructions relating to payment, then the former ones must be given in writing to the carrier. In absence of instructions the stipulations of article 21 apply in similar manner.
3. The carrier is obliged after delivery of a COD consignment and transfer of the amount to him to remit the COD amount without delay but in any event within two weeks to the sender or to have it turned over to his bank or giro account.
4. The period of two weeks mentioned in para 3 starts on the day of delivery of the goods.
5. The consignee who at the time of delivery knows that the goods are

burdened by a COD amount is obliged to pay to the carrier the amount which the latter is due to the sender.

6. If the goods have been delivered without the COD amount having been cashed in advance, the carrier is obliged to compensate the sender for the damage to the maximum of the COD amount, unless

17

he proves that there was no fault on his part or on the part of his employees. This obligation does not affect his right of recourse against the consignee.

7. The COD fee due is for the account of the sender.

8. All claims against the carrier stemming from a COD condition are limited to one year, counting from the commencement of the day following the day when the goods were delivered or ought to have been delivered.

Article 18

Reservations of the carrier

In application of the present conditions the carrier reserves the right:

(a) to carry the goods by means of the vehicles which are appropriate in his judgement and to keep them if necessary in such vehicles, storage rooms or places as he thinks fit, irrespective of whether these vehicles, storage rooms or places belong to the carrier or third parties;

(b) to have the free choice of the itinerary for carriage, and likewise to deviate from the customary itinerary. He is also entitled to call on places as he thinks fit for the operation of his enterprise.

Article 19

Prevention after receipt

1. If upon receipt of the goods by the carrier the carriage cannot reasonably or within a reasonable delay commence, continue or be completed, the carrier is obliged to communicate this to the sender. Both carrier and sender have then the right to give notice of termination of the contract.

18

2. Giving notice of termination shall be done by a communication in writing to the other party and the contract then terminates on the moment of receipt of this communication.

3. The carrier is not obliged to effect further carriage to the place of destination and is entitled to unload the goods and store those at a place fit for the purpose; the sender is entitled to take possession of the goods. The expenses made with respect to the goods in connection with the termination are for account of the sender, under reservation of para 4.

4. Except for force major the carrier is obliged to compensate the sender for the damage which he has suffered as a result of the termination of the contract.

Article 20

Stack-on transport, through transport

1. If part of the carriage, either or not after transshipment of the goods, is performed by inland waterways, the liability of the carrier for this part is defined by the articles 9 and 13 of the Algemene Veerboot- en Beurtvaartcondities.

2. If, after delivery of the goods which he has carried, the carrier commits himself to have the goods carried onwards, he does so as forwarder and his liability in this capacity is then limited to € 3.40 per kilogram of the goods damaged or lost; no further compensation for whatever damage shall be due.

Article 21

Storage in case of the consignee not showing up

1. If, after notice of arrival of the goods, the consignee does not show

up, if he does not begin taking delivery of the goods, if he does not continue regularly and with proper speed taking delivery of the

19

goods, if he refuses to accept the goods or to sign for receipt, the carrier may store the goods for account and risk of the sender, respecting reasonable diligence, in a way and place of his determination, if necessary also in the parked vehicle in which the goods were carried; the carrier is obliged to inform the sender.

2. While respecting para 1, the carrier may also proceed to storage or parking, if establishing security as in article 23 para 5 is refused, or if a dispute arises over the amount or the nature of the security to be established.

3. Except in case of seizure, the goods may be sold publicly or privately for account of the sender without need of any judicial permission, but only after expiry of one week after a notice in writing by registered mail to the sender of the intention to sell.

4. The sale may be effected without respect of any delay and without preceding notice if the goods are perishable or storage may be detrimental or give rise to damage or danger for the vicinity. If no preceding notice was given, the carrier is obliged to inform the sender of the sale afterwards.

5. With regard to live stock the delay meant in para 3 amounts three days, subject to the right of the carrier to proceed to the sale without respecting any delay and without preceding notice if the condition of the live stock so warrants. If no preceding notice was given, the carrier is obliged to inform the sender of the sale afterwards.

6. The carrier keeps the revenue of the goods sold, after deduction of the amount of a possible COD and a fee due to the carrier in connection therewith and of all which is due to the carrier in connection with the goods sold, as freight as well as the costs or storage and parking as other costs and damages, available to the sender during six months following the acceptance of the goods for carriage, at the expiry of which delay he shall put the amount so kept available in judicial custody.

20

Article 22

Storage before, during and after carriage

If sender and carrier agree that the carrier will store the goods before or during the carriage as agreed, or will do so on completion of the carriage, such storage is effected under application of the Algemene Opslagvoorwaarden, pursuant to which sender and carrier are respectively considered the person who gives (something) into custody and the custodian.

Article 23

Right of lien

1. The carrier has a right of lien on goods and documents in his possession in connection with the contract of carriage against any person who demands delivery of same. This right does not fall to him if, at the moment of receipt of the goods for carriage, he had reason to doubt the right of the sender to make the goods available for carriage to him.

2. The right of lien applies likewise to what burdens the goods by way of COD as well as to the COD fee to which he is entitled, in regard to which he is not obliged to accept security.

3. The carriage may also exercise the right of lien against the sender for reason of what is yet due to him in connection with previous contracts of carriage.

4. Likewise, the carrier may exercise the right of lien against the consignee who in this capacity became a party to previous contracts of

carriage for reason of what is yet due to him in connection with these contracts.

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 the one who demands

21

22

delivery is obliged to pay forthwith the part which the parties agree is due and to put up security for the part in dispute or the amount of which has not yet been fixed.

Article 24

Right of pawn

1. All the goods, documents and currency values in possession of the carrier in connection with the contract of carriage serve him as pawn for all claims which he has against the sender.

2. Except for the cases in which the sender is in a state of bankruptcy or in which he has been granted suspension of payment or in which he has been declared subject to a debt reorganisation scheme for natural persons, the carrier has never the right to sell the objects in pawn without permission by the court of justice in accordance with art.3:248 para 2 BW.

Article 25

Lost goods

If the goods have not been delivered within thirty days from the day when they were accepted for carriage and if it is not known where they are, the goods will be considered as lost.

If, within one year after the carrier has paid compensation for non-delivery of the goods to the person who was entitled to delivery of same, these goods or some of them appear to be (again) in possession of the carrier, the latter is obliged to communicate in writing this circumstance to the sender or the consignee, whichever has expressed the wish to this effect in writing, and then the sender respectively the consignee has the right during thirty days from receipt of such communication to demand as yet delivery of these goods against reimbursement of the compensation he has received. The same applies if the carrier has paid no compensation for non-delivery, subject however to the period of one year to start from the day after the one when the goods ought to have been delivered. If the sender or the consignee respectively does not avail himself of this right, article 21 applies.

Article 26

Safeguarding; Himalaya clause

1. The sender who has failed to meet whatever obligation which the law or these conditions impose on him is obliged to safeguard the carrier against all damages which he might suffer as a result of this non-compliance when he is held liable by a third party on account of the carriage of the goods.

2. When assisting servants and agents of the carrier are held liable on account of the carriage of the goods, these persons may invoke each liability limitation and/or exoneration which the carrier can invoke on the basis of these conditions or any other legal or contractual rule.

Article 27

Interest for delay

Parties are due legal interest according to art. 6:119 BW on an amount due.

Article 28

Limitation

1. All judicial claims based on or related to the contract of carriage are limited to one year.

2. In so far as a carrier seeks recourse against a person whose services

the carrier has used in completing the contract of carriage to recoup what the carrier is due to the sender or the consignee a new limitation period of three months begins from the moment as stipulated in art. 8:1720 para 1 BW.

23

Article 29

Arbitration

All disputes arising between the parties in connection with the present contract of carriage may be solved in accordance with the Reglement of the Stichting Arbitrage voor Logistiek (rules of the foundation arbitration in logistics), domiciling at The Hague, the Netherlands.

Clarification

On the initiative of the entrepreneurial organisations EVO, Koninklijk Nederlands Vervoer, Nederlandsch Binnenvaartbureau and Transport en Logistiek Nederland, all of them cooperating within the sVa / Stichting Vervoeradres, a court of arbitration has been established, named Stichting Arbitrage voor Logistiek (foundation arbitration in logistics), domiciling at The Hague, The Netherlands, tel.: 00 31 70-3066767, fax 0031 70-3512025, e-mail sal@tmsbv.nl, internet: www.arbitrage-logistiek.nl

If the parties wish to avail themselves of the services of this arbitration court for the solution of disputes arising from contracts to which the Algemene Vervoercondities 2002 apply, they should insert the following arbitration clause in their contract of this kind.

All disputes arising between the parties in connection with the present contract shall be submitted for solution to arbitration in accordance with the Rules of the Stichting Arbitrage voor Logistiek (foundation arbitration in logistics), domiciling at The Hague, the Netherlands. In so far as the present contract concerns international transport of goods by road, the arbitrators will apply the CMR Treaty accordingly.

24

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

Applicability

Article 1.

1. These general conditions shall apply to any form of service which the forwarder shall perform. Within the framework of these general conditions the term forwarder must not be understood exclusively to mean the forwarder as contemplated in Book 8 of the Dutch Civil Code. The party ordering the forwarder to carry out operations and activities shall be considered the forwarder's principal, regardless of the agreed mode of payment.
2. With respect to the operations and activities, such as those of shipbrokers, stevedores, carriers, insurance agents, warehousing and superintending firms etc. which are carried out by the forwarder, the conditions customary in the particular trade, or conditions stipulated to be applicable, shall also be applicable.
3. The forwarder may at any time declare applicable provisions from the conditions stipulated by third parties with whom he has made contracts for the purpose of carrying out the orders given to him.
4. The forwarder may have his orders and/or the work connected therewith carried out by third parties or the servants of third parties. In so far as such third parties or their servants bear statutory liability towards the forwarder's principal, it is stipulated on their behalf that in doing the work for which the forwarder employs them they shall be regarded as solely in the employ of the forwarders. All the provisions (inter alia) regarding non-liability and limitation of liability and also regarding indemnification of the forwarder as described herein shall apply to such persons.
5. Instructions for delivery C.O.D., against banker's draft etc., shall be deemed to be forwarding work.

Contracts

Article 2.

1. All quotations made by the forwarder shall be without any obligation on his part.
2. All prices quoted and agreed shall be based on the rates, wages, costs incidental to social security and/or other provisions of law, freight and exchange rates applying at the time of quotation or contract.

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

Article 3.

1. If the forwarder charges all-in or fixed rates, as the case may be, these rates shall be deemed to include all costs that in the normal procedure of handling the order are for the account of the forwarder.
2. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, cost of preparing bank guarantees and insurance premiums.
3. For work of a special nature, unusual job or work requiring a special amount of time or effort, an additional reasonable amount may at all times be charged.

Article 4.

1. In the event of loading and/or unloading time being inadequate - regardless of the cause thereof - all costs resulting therefrom, such as demurrage, etc., shall be borne by the principal, even when the forwarder has accepted the bill of lading and/or charter party from which the additional costs arise without protestation.
2. Expenses of an exceptional nature and higher wages arising whenever carriers by virtue of any provision in the shipping documents load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays, shall not be included in the agreed prices, unless specifically stipulated. Any such costs shall therefore be refunded by the principal to the forwarder.

Article 5.

1. Insurance of any kind shall be arranged only upon specific instructions in writing at the principal's expense and risk. The risks to be covered shall be clearly stated. A mere statement of the value is not enough.
2. If the forwarder has taken out any insurance in his own name he shall be bound - if so requested - only to transfer his claims against the insurer to his principal.
3. The forwarder shall not be responsible as regards the choice of the insurer and the latter's solvency.
4. When the forwarder uses derricks and any other such equipment for carrying out his orders he shall be entitled to take out insurance at his principal's expense to cover the forwarder's risk arising through the use of such equipment.

Article 6.

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

Performance of the contract

Article 7.

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

Article 8.

1. The principal shall ensure that the goods are tendered at the agreed place and time.
2. The principal shall ensure that the documents required for receipt and for 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; nor shall he be under any obligation to ensure that the shipped goods correspond with the samples.

Article 10.

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

Liability

Article 11.

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

3. The forwarder's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage, on the understanding that in the event of damaging, loss of value or loss of the goods comprised in the order, the liability shall be limited to 4 SDR per kilogram damaged or lost gross weight, the maximum being 4,000 SDR per consignment.
4. The loss to be indemnified by the forwarder shall never exceed the invoice value of the goods, to be proved by the principal, in default whereof the market value - to be proved by the principal - at the time when the damage has occurred shall apply. The forwarder shall not be liable for lost profit, consequential loss, and pain and suffering.
5. If during the execution of the order damage occurs for which the forwarder is not liable, the forwarder shall make efforts to recover the principal's damage from the party that is liable for the damage.
The forwarder shall be entitled to charge to the principal the costs incidental thereto. If so requested, the forwarder shall waive in his principal's 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 or incompleteness of instructions and data, the failure to tender the goods or not doing so in time at the agreed place and time, as well as the failure to supply -- or to do so in time -- documents and/or instructions, and fault or negligence in general on the part of the principal and the latter's servants and third parties called in or engaged by him.
7. The principal shall indemnify the forwarder against third-party claims connected with the damage referred to in the foregoing paragraph, such third parties including servants of both the forwarder and the principal.
8. Even where all-in or fixed rates, as the case may be, have been agreed, the forwarder, who is not a carrier, shall be liable under the present conditions and not as a carrier.

Article 12.

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

Article 13.

1. In the event of force majeure, the contract shall remain in force; the forwarder's obligations shall, however, be suspended for the duration of the event of force majeure.
2. All additional costs caused by force majeure, such as carriage and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance, removal, etc., shall be borne by the principal and shall be paid to the forwarder at the forwarder's initial request.

Article 14.

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

Article 15.

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

Imperative law

Article 16.

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 has 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.

Payment

Article 17.

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, freights, 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.

Final provisions

Article 20.

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.

Disputes

Article 23.

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 being 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, 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 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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