

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



Article 1.

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

Article 2.

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

Article 3.

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

Article 4.

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

Article 5.

Paragraph 1

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

Paragraph 2

LBP accepts no liability for loss caused by force majeure or resulting directly or indirectly from the nature of the goods. Included under this exclusion of liability are: change or loss of quality, decay, rotting, fermentation, moulding, melting, mixing, frost damage, temperature fluctuations, oxidation,

gassing, damage caused by moisture, evaporation, loss of weight, damage caused by pests or other animals, such as mice, rats, etc., leakage, including of cooling fluid in climate-controlled spaces, defects in buildings or spaces, such as warehouses and all facts and circumstances that **LBP** could not reasonably prevent. The customer is charged with providing evidence of facts and circumstances that support the liability of **LBP**. **LBP** reserves the right to present evidence to the contrary.

Paragraph 3

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

Article 6.

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

Article 7.

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

Article 8.

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

Article 9.

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

Article 10.

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

Article 11.

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

Article 12.

Paragraph 1

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

Paragraph 2

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

Article 13.

Paragraph 1

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

Paragraph 2

The customer at all times assumes full responsibility, including the correct and full conclusion of administrative procedures, for all tax matters/claims, irrespective of whether

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

Paragraph 3

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

Article 14.

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

Article 15.

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

Article 16.

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

Article 17.

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

Article 18.

Paragraph 1

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

Paragraph 2

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

Article 19.

Paragraph 1

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

Paragraph 2

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