

General Transport Conditions (GTC) apply to any and all carriage performed by or any transport agreement entered into by Samskip van Dieren Multimodal B.V.

1. Definitions

The following terms shall within the framework of these GTC shall have the meaning mentioned below:

SVDM: Samskip van Dieren Multimodal B.V., with registered office at De Blokmat 11, 8281 JH Genemuiden, registered with the Chamber of Commerce under no. 05073490, being the carrier with whom the Principal enters into the transport agreement;

Waste: substances mentioned in the waste catalogue, being an Annex to EU-Directive 2000/532/EG of the European Commission dated 3rd May 2000, replacing the earlier Directive 94/3/EG, that aims at the establishment of a list of dangerous waste substances in accordance with art. 1 subs. 4 Directive 91/689/EEG of the European Union relating to dangerous waste material (PbEGL 226/3);

GTC: The General Transport Conditions of SVDM;

Shipper: The party mentioned as shipper on the waybill;

CIM: Uniform Rules concerning the transportation of goods by Rail,, Annex B to the Convention concerning International Carriage by Rail (COTIF) dated 9th May 1980 as amended by the Protocol of 3rd June 1999, being in force since 1st July 2006.

Container: all objects that are being taken receipt of for carriage having the purpose to consolidate goods (whether solid or fluid) for carriage. These include swap bodies, trailers, flat racks, containers, ISO-containers, are similar objects, including any and all equipment pertaining to such objects.

Receiver: the party who has title to take receipt of the Cargo, whether by appointment on the waybill, or, in the event no waybill has been issued, by appointment of the Principal.

In the event the Cargo is actually being taken receipt of by another party than the Receiver, the actual receiver is considered to be a subcontractor of the Receiver;

Track access charge: the charge payable by SVDM to the actual carrier, levied by the railway infrastructure management company upon the actual carrier for the use of the Railway Infrastructure in relation to the performance of the carriage;

Dangerous Goods: substances as referred to in Art. 8:1670 of the Dutch Civil Code, as well as listed in part 3 to the Regulation concerning the Carriage of Dangerous Goods by Rail (RID) – Annex C to the Convention concerning International Carriage by Rail (COTIF) and/or substances which are defined as dangerous goods under IMO/IMDG rules and/or substances qualifying as dangerous goods on the basis of ADR and/or ADN;

Cargo: any and all substances or objects that are being taken receipt of by SVDM for carriage, including Containers, as well as anything in, or, or onto it, whether in bulk or break-bulk, as well as vehicles (including railway vehicles that have been entrusted to SVDM for carriage by rail, either with the objective of carriage as such, or with the objective to carry Cargo laden onto such vehicles (however excluding railway vehicles that have been made available by SVDM), including any stowage, fastening or dunnage material as well as packing material;

Principal: the contractual principal of SVDM, or, in the event no Contract was concluded, the party that must be considered to have ordered the carriage performed by SVDM;

Agreement: the framework or client agreement between SVDM and the Principal which is the basis for the carriage performed or to be performed by SVDM to which these GTC are applicable.

RID: Regulation concerning the Carriage of Dangerous Goods by Rail (RID) – Annex 1 to the Convention concerning International Carriage by Rail (COTIF) of 9th May 1980 as amended by Protocol dated 3rd June 1999;

Chapter 8:18: Chapter 18 of book 8 of the Dutch Civil Code concerning rules applicable to the carriage by rail, as entered into force on 1st December 2006;

Route: the route applied for the carriage planned or performed, if agreed or if mentioned on the waybill;

Loading Party: the party that has been mentioned on the waybill as Shipper. However if the party that actually loads the Cargo is not the same as the Shipper, this Loading Party shall be considered the subcontractor of the Shipper, contracted to assist the Shipper to perform its obligations as per the transport agreement;

VSG: Regulation on the carriage by rail of Dangerous Goods.

2. Scope of application

2.1 These GTC are applicable to any and all carriage performed by SVDM and on any and all (transportation) entered into or concluded by SVDM. These GTC are also applicable on any quotations or offers issued by SVDM are any pre-agreements or letters of intent or similar, entered into with SVDM. These GTC prevail over any rule of law applicable to the Agreement, unless such rules of law are mandatory applicable, in which event such mandatory rules shall apply, leaving otherwise in force the GTC. If any part of these GTC are null and void, the other part of these GTC remains in force.

2.2 On any and all carriage contracted by SVDM, whether or not performed, concerning a place of receipt and a place of destination not in two different countries, and the carriage, whether by express agreement or not, is actually performed by road, national legislation of the country in which the carriage is performed shall apply;

2.3 On any and all carriage contracted by SVDM, whether or not performed, concerning a place of receipt and a place of destination in two different countries, and the carriage, whether by express agreement or not, is actually performed by road, the CMR Convention (Geneva, 19th May 1956) shall be applicable, however, safe as for the circumstances referred to in art. 1 sect 3 CIM.

2.4 On any and all carriage contracted by SVDM, whether or not performed, performed by inland waterway vessel, the Convention of Budapest dated 22nd June 2001 concerning the contract of carriage for the transportation of goods by inland waterways (CMNI) shall be applicable, however,

safe as for the circumstances referred to in art. 1 sect 3 CIM.

2.5 In the event of carriage by road or by inland waterway vessel, not being carriage within the meaning of art 1 sect 3 CIM, SVDM shall be considered to have entered into a new contract of carriage with the Principal, also in the event such carriage is performed preceding or following carriage by rail, and depending on the place of receipt and the place of destination, the articles 2.3 and 2.4 of these GTC shall apply, which shall prevail over CIM.

2.6 In the event SVDM performs any (custom related) freight forwarding agency services, the general conditions of the FENEX, latest edition shall apply, and in addition to that, to the extent FENEX-conditions do not contain exhausting regulations, these GTC.

2.7 CIM shall always apply to a contract of carriage by rail, if the place of receipt and the place of destination are situated in two different countries and both countries are a party to the CIM. If the place of shipment or the place of destinations are not situated in two different countries or in the event of carriage by rail between two countries, one of which is not a party to CIM, Chapter 8.18 Dutch civil Code shall apply.

2.8 in the event of carriage of goods within one country, but following on or preceding international carriage of goods, shall be considered international carriage of goods and the international rules of law that apply on the corresponding modality adopted for the carriage shall be applicable.

2.9 Terms or conditions that deviate from the subject GTC shall only have force if expressly agreed in writing. These GTC shall always be considered incorporated into any agreement made, unless the applicability has expressly been excluded.

General Conditions of the Principal, of whatever nature, as referred to in Art 6:225 sect 3 Dutch Civil Code, shall not be considered in force, unless and until SVDM has expressly agreed for these

general conditions to be incorporated into the contract with SVDM.

2.10 No servant or agent or independent contractor from time to time employed by SVDM shall be liable to the Principal or owner of the Goods for any loss or damage resulting from any act or negligence on his part while acting in the course of his employment and any such person may invoke these GTC as if a party to the contract of carriage entered into by SVDM.

3. Quotations/pricing

3.1 Quotations, price indications or offers of SVDM shall only be considered valid if confirmed in writing.

3.2 Prices mentioned in offers, price indications or quotations shall, unless indicated otherwise, always be exclusive of VAT, Track Access Charges or any other governmental charges.

3.3 Unless expressly agreed otherwise in writing, Quotations, price indications or offers of SVDM must be accepted within 30 days from the date of issuance of same, failing which the quotation, price indication or offer shall no longer be valid. In the event SVDM issues a new quotation, price indication or offer or a previous one has been amended, such new or amended quotation, price indication or offer shall be valid 14 days and failing acceptance within this period it shall no longer be valid. If a quotation, price indication or offer is accepted at a moment in time when the period for acceptance has already expired, SVDM shall only be bound on the basis of express written agreement by SVDM. Quotations, price indications or offers shall only include those services that are mentioned. Those services not mentioned shall not be considered included and, if performed, SVDM is entitled to invoice for these services performed separately.

3.4 If the notice of acceptance is different from the quotation, price indication or offer, SVDM shall not be bound by those particulars diverging from SVDM's quotation, price indication or offer,

not even in the event of minor divergence, unless and until expressly agreed in writing by SVDM.

3.5 Quotations, price indications or offers are based in tariffs, costs of energy, Track Access Charges, salaries, premiums and other charges, freight tariffs of third parties and courses of exchange at the time of issuance of the quotation, price indication or offer. In the event of a variation in tariffs, costs of energy, Track Access Charges, salaries, premiums and other charges, freight tariffs of third parties and courses of exchange, SVDM is entitled to unilaterally amend the quotation, price indication or offer accordingly, or, as the case may be, even pricing in relation to a contract of carriage already concluded, unless parties have expressly agreed that SVDM shall not be entitled to do so.

4. Freight and ancillary charges

4.1 The Principal and the Shipper warrant that the Goods intended for carriage shall be made available to SVDM in time and to the agreed quantity or weight. If less than the agreed quantity or weight is made available to SVDM for carriage, or if the Goods are made available to SVDM for carriage on a date or time not in accordance with the contract of carriage, the Principal shall be bound to pay the full amount of freight.

4.2 In the event SVDM accepts a request for carriage outside business hours (09.00-17.00 hours) in relation to carriage to be performed within 24 hours counting from the moment of acceptance of the request, SVDM is entitled (unless expressly agreed otherwise) to charge freight etc. upon the Principal afterwards on the basis of actual expenses incurred.

4.3 Apart from the freight, any and all ancillary charges actually incurred by SVDM shall have to be paid. These include the costs of any additional services performed by SVDM or any third party charges, including customs charges or other governmental charges as well as quay rental or storage costs.

4.4 Freight as well as any and all ancillary charges shall be considered earned by and payable to SVDM upon putting the Goods at the disposal of SVDM for carriage, or, alternatively, the moment agreed between parties for putting at the disposal to SVDM the Goods for carriage.

4.5 In the event SVDM is being charged by the government with any and all charges, taxes, fines or other charges whatsoever, directly or indirectly, because of or in relation to carriage or storage of Goods, the Principal shall be bound to compensate SVDM at first request.

5. Invoicing, payment deadline

5.1 Against taking receipt of the Goods for carriage by SVDM, freight and/or any other ancillary charges or Track Access Charges shall be due and payable to SVDM, irrelevant of the carriage or non-carriage of the Goods and irrespective of the Goods being delivered or not. SVDM shall have no duty to attach to invoices documents of whatever nature (including a waybill or Interchain-document) to evidence the due delivery of the Goods at the place of destination. If pallets are being carried by SVDM, the freight due to SVDM and/or any ancillary charges and or Track Access charge shall be considered due and payable to SVDM at the moment of taking receipt of the pallets for carriage by SVDM. SVDM shall have no duty to attach to her invoices any kind of document evidencing due delivery of pallets.

5.2 SVDM shall be entitled to issue separate invoices for freight and Track Access Charges. In relation to the Track Access Charges, SVDM is entitled to demand advance payment from the Principal. SVDM shall invoice the Principal for Track Access Charges (taking into account any advance payment, if any) in due time after itself having been invoiced for such charges.

5.3 SVDM will invoice the Principal in due time for freight and ancillary charges in relation to the carriage. Invoices must be paid within the deadline for payment specified on the invoice. If no deadline is

mentioned invoices are payable within 30 days counting from the invoice date.

5.4 In the event of winding up, bankruptcy or debt restructuring of the Principal or in the event of conservatory or enforcement arrest measures on substantial assets of the Principal, invoices of SVDM shall be immediately payable.

5.5 Invoices of SVDM shall be paid without any deduction, counterclaim or set-off.

5.6 Payment received by SVDM shall be considered payment of out of pocket expenses of SVDM. Any balance remaining shall be considered payment of any interest accrued on overdue invoices. In the event of any balance remaining, payment shall be considered payment of the oldest outstanding invoice of SVDM.

5.7 After expiry of the deadline for payment mentioned on the invoice, or, alternative, the deadline for payment referred to in art 5.2 of these GTC, the Principal shall be in default without the requirement of SVDM sending a payment notice.

5.8 If the Principal is in default regarding the duty to pay invoices, the Principal shall be bound to pay interest to SVDM from the date of default onwards, upto the day of full payment of what is due. Interest shall be charged on the basis of Art. 6:119a Dutch civil Code.

5.9 If the Principal is in default in the performance of one of more of his duties, any and all (reasonable) expenses (whether extrajudicial or not) incurred by SVDM to obtain performance by the Principal of its duties shall be charged on the Principal. These expenses shall be actual expenses, not liquidated expenses.

5.10 If the Principal has any objection against an invoice of SVDM, the Principal shall object within seven (7) days counting from the day of receipt of the invoice. Failing such complaint, the invoice shall be considered final and approved by the Principal.

5.11 In the event a complaint is lodged, such complaint shall not postpone the date of any invoice becoming due and payable.

5.12 The Principal, the Shipper and the Receiver shall be jointly and severally liable towards SVDM for payment of invoices for freight and ancillary charges.

5.13 Payment must be made in Euro. If payment to SVDM is effected in another currency, fluctuation of the rate of exchange is for the risk and account of the party arranging payment.

5.14 SVDM is entitled to ask the Principal for payment in advance of the freight and/or ancillary (transport) charges, or to ask the Principal to post adequate security for the freight and/or ancillary (transport) charges.

5.15 SVDM is entitled to demand from the Principal, Shipper and/or Receiver adequate security for the duty to pay freight and/or any and all ancillary (transport) charges, as well as for any custom related charges or charges in respect of any other formalities.

6. Pledge and lien

6.1 SVDM has a right of pledge and lien on the Goods, documents, value documents and/or any funds entrusted to her against any party requesting for delivery or release of same as security for any and all claims of SVDM on the Principal.

6.2 Furthermore, SVDM shall be entitled to exercise a right of pledge and/or lien on such Goods, documents, value documents or funds in respect of any amounts due to SVDM in relation to previous business or previous carriage performed. Furthermore SVDM is entitled to invoke such pledge or lien upon the receiver that became a party to the contract of carriage for any such claims in relation to previous business.

6.3 Likewise SVDM is entitled to exercise a pledge and/or lien on the Goods for cash-on-delivery amounts payable.

7. Implementation of the Contract of Carriage

7.1 In the performance of contracts of carriage entrusted to her SVDM shall exercise due diligence.

7.2 Unless otherwise agreed, SVDM shall carriage on the basis of a single leg arrangement, from the station of departure to the station of arrival, and not on the basis of a loop.

7.3 In the event shall perform its services as an average professional carrier. If from an operational point of view a variation on the contracted carriage is required to enable SVDM to perform that contract of carriage as a whole in the best possible way, such variation is allowed without SVDM violating any of its duties.

7.4 Unless any otherwise express agreement between the Principal and SVDM, the Shipper or Loading Party shall load the Goods onto the vehicle or, as the case may be, railway wagon (irrespective of the fact whether such vehicle has been made available by SVDM or the Principal); likewise, at the place of destination, the Principal or the Receiver shall arrange for discharge of the Goods. In the event SVDM or its personnel or any personnel of a subcontractor to SVDM render assistance on loading or discharging the Goods (including such loading or discharging at a container terminal) such assistance shall be considered rendered at the order of the Principal and in the capacity of subcontractor to the Principal. Loading or discharging at the place of shipment or at the place of destination shall never be for the risk of SVDM, unless expressly otherwise agreed. Loading and discharging shall be for the risk and account of the Principal and SVDM shall not be liable for any damage howsoever arisen.

7.5 The Shipper and/or Loading Party each and every warrant that the Goods have been packed safely and adequately to avoid partial or total loss or damage during carriage, as well as to avoid any kind of damage being done by the Goods to the vehicles used for carriage, other Goods or persons.

7.6 SVDM shall be entitled to issue particular packing prescriptions if such is to the discretion of SVDM is required for the safe and undamaged carriage. Principal and Shipper are equally bound to comply with any such particular packing prescriptions and any costs arisen on the side of SVDM in relation thereto, shall be compensated to SVDM.

7.7 Dangerous Goods shall be carried by SVDM by applying RID in the event of international carriage by rail, by applying VSG in the event of carriage by rail within the Netherlands, by applying the Accord Européen relatif au Transport International des Marchandises Dangereuses par voie de Navigation du Rhin (ADNR) in the event of carriage by inland waterway vessel, by applying the Accord Européen relatif au transport international des marchandises Dangereuses par Route van 30 September 1957 (ADR) in the event of carriage by road and by applying IMO-International Maritime Goods Code (IMDG) in the event of ocean carriage.

7.8 Waste material shall be carried by SVDM by applying national and international rules of law applicable to such carriage of waste material, in particular the rules container in Directive 75/442/EG of the EU and any and all rules in national legislation based on this Directive, in the Netherlands the Wet Milieubeheer and sublegislation based on this legislation.

7.9 SVDM shall be entitled to entrust the performance of its duties under the contract in part or in whole to any subcontractor.

7.10 A deadline for delivery within the meaning of art. 16 sect 1 first sentence CIM shall only be considered agreed by SVDM, if either in the Contract of Carriage or on the waybill such deadline for delivery has been expressly agreed. Departure or arrival times in communications of whatever kind of SVDM or a timetable communicated by SVDM shall not be a deadline for delivery as aforementioned.

7.11 If and to the extent SVDM performs carriage on the instruction of a Principal that itself entered into a contract of carriage in respect of the same Goods, failure by the Principal to make available the Goods to SVDM for carriage at the agreed time and date, SVDM shall not be under any responsibility or liability whatsoever with regard to the duration of the journey

7.12

If carriage is stopped or delayed by any hindrance, not occurring as a result of any wrongdoing of SVDM, or in the event SVDM is sub- or consecutive carrier and the principal or previous carrier have not made available the Goods for carriage by SVDM at the agreed time, SVDM shall be entitled to suspend the performance of the carriage for a period of time to be determined solely by SVDM or to amend to particulars of carriage in order to try to have the carriage performed after all. Any additional expense, like increased fuel costs or motive power costs, waiting hours, increased costs for personnel or (increased) fees for the use of railway infrastructure - are for the account of the Principal.

7.13 If carriage, whether or not commenced, is delayed or hindered because the Principal and/or Shipper have not observed their duties as per these GTC, there is no ground to hold against SVDM breach of duty and performance by SVDM of its transportation services shall be postponed for the duration of the breach of duty by the Principal and/or Shipper. Any and all additional expenses on the side of SVDM as a result of Principal and/or Shipper not having complied with their duties as per these GTC, may be charged by SVDM on the Principal and /or Shipper, to the free discretion of SVDM, irrespective of what has been agreed with the Principal about any and all compensation in the event an agreed carriage is not performed as a result of doing or wrongdoing by the Principal.

7.14 If in these GTC reference is made to delivery at the place of destination, such delivery shall be deemed to have been accomplished if the Goods are ready for delivery, but actual delivery cannot

take place for reasons attributable to the Principal, Loading Party or Receiver.

7.15 SVDM has no duty to weigh the Goods or the Container, to count numbers or to measure dimensions or to weigh any loaded or empty railway wagon before departure. The Principal and Shipper warrant that any particulars provided by them are correct.

7.16 Personnel employed by SVDM and deployed to perform the carriage contracted shall be under the directives of SVDM only. The Principal, Loading Party or Receiver shall not be entitled to provide instructions to SVDM personnel.

7.17 Principal and SVDM shall agree which department and/or persons within the SVDM-organisation are entitled to take instructions from the Principal. SVDM shall be entitled to replace personnel deployed in the performance of a contract of carriage by other personnel at all times.

8. Waybill

8.1 SVDM has no duty, but shall be entitled to issue waybills, or, as the case may be, to arrange for the issuance of waybills by the actual carrier, unless expressly agreed otherwise with the Principal, or unless rules of law impose the duty to issue waybills. It is up to the discretion of SVDM to issue waybills, or as the case may be, arrange for issuance of waybills, per wagon or per train, unless otherwise agreed between SVDM and the Principal. Unless otherwise agreed, the Principal, or the Loading Party at the request of the Principal, shall prepare the waybill and all particular and to offer such waybill at the commencement of the carriage to SVDM for signature by the carrier.

8.2 A waybill may be issued in electronic form, by means of electronic interchange that may be converted into readable letters and figures by the receiver. If parties desire that a waybill shall be issued in electronic format, parties will enter into a separate agreement to that effect. In absence of such separate agreement the Principal or Shipper

cannot demand the issuance of an electronic waybill.

8.3 If the contents of the waybill diverges from the contents of the Agreement between the Principal and SVDM, the contents of the Agreement will prevail.

8.4 Particulars mentioned on the waybill that are not mandatory by force of law, do not bind SVDM in any way.

8.5 It is prohibited to make reference on the waybill to cash on delivery consignments, to make reference to alleged value of the Goods or to state any special interest, unless and until SVDM and the Principal have expressly agreed so. If the Loading Party proceeds with making such references on the waybill despite the aforementioned, the Principal shall hold SVDM harmless for any disadvantage so incurred by SVDM.

9. Duties of the Principal

9.1 The Principal as well as the Shipper are equally bound to make available to SVDM without any unnecessary delay any and all particulars required by SVDM to perform its duties. They shall by all means make available those particulars to SVDM that have been asked for by SVDM or that have been specified in the Agreement as well as those prescribed in CIM, Chapter 8.18 Dutch Civil Code, CMNI, CMR (depending on the means of carriage) as well as the legislation referred to in Art 7.7 and 7.8 of these GTC, required by SVDM to perform the carriage without any hindrance. In particular the Principal and the Shipper shall be bound to make available to SVDM:

(i) those particulars prescribed by CIM and Chapter 8.18 Dutch Civil Code as mandatory particulars on any waybill.

(ii) any and all particulars required to load, carry, discharge and store Goods and/or Containers without hindrance, without delay and in a safe manner, which by all means shall include: (a) packing list and (b) custom documents (see also art 13 GTC);

(iii) any and all other particulars required by law, in particular those particulars prescribed by the Regulation concerning the Carriage of Dangerous Goods by Rail (RID) – Annex C to the Convention concerning International Carriage by Rail (COTIF) (iv) any and all other particulars required by any other rules of law, in particular legislation concerning waste material and carriage of waste material).

9.2 In the event SVDM has the contractual duty to carry Containers on railway wagons made available by the Principal or Loading Party, the Principal or Loading Party shall prepare a loading list which shall be made available to SVDM in due course.

9.3 In the event Containers shall be carried with contents that have been fumigated, the Principal warrants that these containers shall be clearly and adequately marked and that the documents belonging to these Containers shall be likewise clearly and adequately marked, as well as cargo particulars provided to SVDM.

9.4 In the event of carriage of Containers the Principal shall provide the ILU-code pertaining to the Containers in writing the SVDM at the time before or at the booking.

9.5 In the event of carriage of shipper owned Containers (all containers except for SVDM-owned or leased containers), the Principal warrants that the Containers shall in all respects be safe and fit for the intended carriage. It is not the duty of SVDM to check the suitability or condition of shipper owned Containers before or during carriage.

9.6 SVDM has the right, but has no duty, to verify particulars and documents provided by the Principal or Loading Party. Acceptance of particulars or documents by SVDM – whether or not verified – does not result in SVDM having accepted the correctness or completeness of same. Particulars or documents so provided to SVDM cannot be held in evidence against SVDM.

9.7 SVDM has no duty to verify which Containers have been loaded onto which vehicle or railway wagon if same has been accomplished by the Prin-

cipal or Loading Party, or any subcontractor or third party not being the subcontractor of SVDM, nor does SVDM have any duty to verify whether the Container numbers and wagon numbers match the numbers listed on any documents that have been made available to SVDM before or during carriage, which includes the wagon list. Neither does SVDM have the duty to weigh Goods entrusted. The aforementioned is without prejudice to the legal duties of SVDM to carry out checks in relation to dangerous goods.

9.8 Unless agreed otherwise, the Principal and Loading Party have the duty to load the Goods (in the event of carriage without the use of Containers) or the Containers. Likewise the Receiver has the duty to discharge the Goods (in the event of carriage without the use of Containers) or the Containers at the place of destination. The Principal warrants that the Loading Party shall timely and adequately load and that the Receiver shall timely and adequately discharge. Delay in the loading or discharge shall always be for account of the Principal, Loading Party and Receiver and they shall compensate SVDM for any and all expenses arisen with SVDM in relation to delay on loading or discharge.

9.9 The Principal and the Loading Party warrant that the Container and the Goods are fit and safe for carriage (including loading and discharge). Likewise the Principal and the Loading Party warrant that the Goods in the Container are adequately and safely packed, stowed and dunnaged, as well as, to the extent that the Principal or the Loading Party or their subcontractor shall arrange for the loading of the Goods or Containers on railway vehicles, that the Goods or Containers shall be safely and adequately loaded onto the wagon, to ensure that the wagon is safe for transport, also taking into account the weight of the Container.

9.10 If a Container or wagon (if made available by the Principal or Loading Party) or railway vehicles entrusted to SVDM for carriage, or found unsafe or unfit for carriage, or if these are not properly admitted or certified, or if the loading and fas-

tening is found defective, SVDM is entitled to take adequate measures, including reloading in a safe manner or the removal of Goods or Containers. Likewise SVDM is entitled to discontinue or cancel the carriage OF THE Container, the wagon or the railway vehicles and to claim any and all expenses occurred (including the costs of shunting or the costs of discharge of a Container or the costs or reloading Containers or Goods) and the Principal or Loading Party shall compensate same to SVDM.

9.11 The Principal warrants that at all times Containers and wagons are being entrusted to SVDM that have been approved and that are in goods and safe condition, unless Containers or wagons have been made available by SVDM. If the Principal or Loading Party arranges for the wagons (whether owned or leased or used by the Principal or Loading Party) for the carriage to be performed by SVDM, the Principal and/or Loading Party warrant that the wagons are in a proper technical state. The Principal and the Loading Party are familiar with the legal requirement that the maintenance of wagons must be entrusted to an ECM (Entity in Charge of Maintenance) and they warrant that the ECM did at all times carry out all required maintenance to the wagons and that this can be demonstrated by valid documentation. Principal and Loading Party will hold SVDM harmless for any and all consequences of putting at the disposal to SVDM of wagons, the maintenance of which has not been entrusted to an ECM as prescribed by law, or in the event documents in evidence of maintenance being carried out properly and in conformity with legal requirements cannot be made available at first request of SVDM.

9.12 The Principal warrants that the Container or wagons made available to SVDM for carriage are not overloaded, that Goods consolidated in a Container are evenly distributed, that containers are properly closed and locked, that hatches, valves and manholes are properly closed and secured, that the Container is (if relevant) is properly sealed, the proper markings and/or labels (in the event of carriage of Dangerous Goods or Waste) have been attached as to ensure safe carriage. If the Principal fails to do so, this shall give rise to

the situation referred to in art 7.11 GTC and the Principal shall be liable towards SVDM on the strength of art. 9.8 GTC.

9.13 The Principal as well as the Receiver (if not the same party as the Principal) have the individual duty to take receipt of Goods at the place of receipt without any delay. Failure to time take receipt of the Goods will render the Receiver and the Principal liable towards SVDM for all costs arising therefrom (waiting time, storage costs, increased discharge costs etc.).

10. Period of Carriage

10.1 Unless expressly agreed otherwise in writing, the carriage shall be considered to have commenced the moment a Container has been positioned onto a railway wagon (in the event of carriage by rail and quay-quay carriage has been agreed), or, in case of carriage of railway vehicles, the moment these railway vehicles have been received for carriage by SVDM, any and all times accompanied with transportation documents, like waybill, wagon list and custom documents. The carriage shall be considered as completed upon placement of railway wagons at the terminal for discharge of the Container(s), or, as the case may be, the taking over of railway vehicles by the Receiver at the place of destination.

10.3 in the event SVDM has entered into a combined transport agreement, which is the case if the main leg of the carriage is by rail and the pre- or on-carriage is performed by applying another modality, the carriage shall be considered to have commenced, in the event of pre-carriage, with positioning the Container on the chassis, loading area or hold of the means of transport used for the pre-carriage. In the event of on-carriage, the on-carriage shall considered to be terminated upon putting the means of transport at the place of destination to the disposal of the Receiver to enable him to discharge the Containers.

10.3 The aforementioned is valid unless mandatory law applicable at the place of shipment or at the

place of destination, as the case may be, prescribes otherwise.

11. Carriage of Dangerous Goods and Waste

11.1 In the event of carriage of Waste the Principal as well as the Shipper are both bound to notify SVDM in writing, before commencement of carriage, about the nature, particulars and composition of the Waste they intend for carriage by SVDM. This notice shall be in compliance with the corresponding national and international legislation applicable to the carriage of Waste, in particular article 10.39 Wet Milieubeheer.

11.2 Furthermore the Principal and the Shipper both have the duty to make available to SVDM before commencement of the carriage the accompanying letter covering the Goods entrusted to SVDM. As far as carriage of Dangerous Goods from the Netherlands is concerned this letter shall contain all legally prescribed information, i.a. the information referred to in article 10.38 Wet Milieubeheer. In the event of carriage of Dangerous Goods commencing in another country, Principal and Shipper shall equally be bound to make timely available to SVDM the documents that are legally required for the carriage of Dangerous Goods in the particular country.

11.3 Dangerous Goods will be carried by SVDM under the conditions mentioned in article 7.7 of these GTC. Depending on the means of transport, Principal and Shippers are equally bound to make available to SVDM before commencement of the carriage all information and documents required on the basis of the rules applicable to the specific carriage and means of transport.

11.4 If extra expenses are incurred as a result of carriage of Waste or Dangerous Goods, because of i.a. accompanied carriage, the Principal shall compensate these extra expenses to SVDM.

11.5 SVDM is entitled to refuse the carriage of Dangerous Goods, which applies in particular to the Dangerous Goods within the ADR classes 1, 2.3, 5.2, 6.2 and 7.

12. Containers/Railway Wagons made available by SVDM

12.1 If the Principal requests SVDM to make available to the Principal Containers or railway wagons, or if the Agreement entered into by SVDM requires SVDM to make available Containers or railway wagons, the Principal warrants that the particulars provided to SVDM on the basis of which SVDM makes available Containers or railway wagons, are correct, adequate and complete. The decision which type of Container or railway wagon to make available in the basis of particulars and information provided by the Principal, is for SVDM to make, unless parties have agreed otherwise or in the event of mandatory law.

12.2 The technical condition of Containers or railway wagons made available by SVDM has been checked by SVDM. The Principal shall have the duty to inspect the Containers or railway wagons at the time when these are actually put at the disposal of the Principal or its subcontractor, the discover and damage or deficiency. Should a damage or deficiency be found, the Principal shall forthwith, but in any event before commencement of loading of the Container or Railway wagon in question, notify SVDM in writing. Failing such notice, the Container or Railway wagon shall be considered taken over by the Principal without internal or external damage, free from leakage, clean and odorless.

12.3 It is prohibited to use Containers or Railway wagons made available by SVDM for any other purpose than within the carriage agreed.

12.4 Unless expressly agreed otherwise with SVDM, the Principal and the Receiver are entitled to make use of Containers or railway wagons made available by SVDM before and/or after the carriage for an agreed number of days. If the number of agreed days expires, detention is due (as well as parking charges in case of railway wagons) in accordance with the tariff applied by SVDM or, as the case may be, the tariff as per Agreement. Charges imposed on SVDM because of the contin-

ued use of railway infrastructure by railway wagons made available by SVDM will, unless agreed otherwise in the Agreement, be compensated to SVDM by the Principal.

12.5 The Principal as well as the Receiver are liable towards SVDM for any and all damage (loss of, or damages to as a result of i.a. incorrect loading or stowage or incorrect handling or the consequences thereof) to Containers and/or railway wagons as well as for the costs of cleaning if Principal or Receiver fail to return the Container or railway wagon properly cleaned to SVDM upon accomplishment of the carriage. Damages to railway wagons will be handled and regulated by the General Contract of Use (GCU).

12.6 In the event of failure by the Principal or Receiver to redeliver Containers or railway wagons made available by SVDM to SVDM upon completion of the carriage, SVDM may consider these as total loss, in which event the Principal and Receiver shall compensate SVDM for the as is value of the Container or railway wagon in addition to their duty to pay detention or storage fees until the day SVDM declares the Container or railway wagon a total loss.

13. Custom and other formalities

13.1 The Principal shall arrange for the preparation of custom and other documents required for the carriage of the Goods entrusted to SVDM. These documents shall be attached to the waybill by the Principal or Loading Party and will at all times be made available to SVDM before commencement of carriage. SVDM only accepts the duty to arrange for custom documents to accompany the Containers or railway wagons, if such instruction has been clearly marked on the waybill, or if expressly agreed in the Agreement. These documents shall have to be legally valid at the time the containers or railway wagons shall be offered to SVDM for carriage. If documents are valid only for a certain period in time, the period of validity must cover the time of the entire transport, including loading and discharge handlings.

13.2 If the carriage is delayed in any way for the reason of missing, incomplete, incorrect, invalid or too short period of validity of the required custom documents, SVDM is entitled, but has no duty, to take measures to repair the problem of missing, incomplete, incorrect or invalid customs document, in which event SVDM shall be considered as the authorized agent of the Principal acting for his account and expense. In that event SVDM shall be considered to act as customs agents for Principal or Shipper.

13.3 Save as mentioned above, SVDM shall not render any assistance in drafting customs documents, unless explicit order otherwise to SVDM which must have been accepted by SVDM in writing to be valid. In that event SVDM shall be considered the customs agents and art 2.6 AVV shall apply.

13.4 If custom or other governmental authorities proceed to carry out a physical inspection before, during or after carriage, SVDM is entitled to charge extra expenses incurred by her or charged on her on the Principal. If Goods or Container has to be transferred to elsewhere to carry out such inspection, Principal, Shipper or as the case may be the Receiver shall render full assistance to carry out such inspection and they will compensate SVDM for any additional costs incurred by SVDM.

14. Liability of SVDM

14.1 To the extent that mandatory law is applicable on the services provided by SVDM, the liability of SVDM shall be in accordance with such rules of mandatory law. Nothing in the Agreement, waybill or these GTC can be explained as SVDM having accepted liability beyond rules of mandatory law. SVDM is only bound by liability rules beyond rules of mandatory law if same has expressly agreed in a separate agreement, to the extent that such agreement would not be null and void.

14.2 SVDM is not liable for damage arising from failure to perform carriage or failure to properly perform carriage if caused by force majeure circumstances. Force majeure circumstances arise in

the event of circumstances preventing SVDM to perform, that SVDM could not have avoided or the consequences of same were unavoidable for SVDM. Force majeure circumstances are present in the event of war, war threat, riot, uproar, natural disaster, nuclear disaster, terrorist activities or attacks, fire, technical problems to means of transport, closure (temporary or permanently) of railway lines, shunting areas or yards, terminals, strike or similar labor actions.

14.3 In the event of force majeure on the side of SVDM, performance by SVDM of its contract duties shall be postponed until the circumstance giving rise to force majeure shall disappear. If the force majeure circumstance lasts for a period longer than 30 calendar days, parties to the Agreement shall be entitled to terminate the Agreement with immediate effect.

14.4 SVDM shall under no circumstance be liable for consequential damage or loss of income or revenue or immaterial damages, unless the damage has been caused by intent or willful misconduct of SVDM's board.

15. Liability of the Principal/Shipper/Receiver

15.1 In the event damage arises or is caused to SVDM, its employees or independent subcontractors by the Goods or a Container, as a result of failure by the Principal, Shipper or Receiver to comply with their duties as per⁵ the Agreement, as per these GTC or any other duty following from law or convention, the Principal, Shipper and Receiver shall be jointly and severally liable towards SVDM, its employees or any independent subcontractor and they shall have to compensate or hold harmless SVDM, its employees or independent subcontractors if they are obliged to compensate damages to third parties, unless SVDM will be compelled on the basis of the Agreement or these GTC to take damage for its own account.

15.2 If SVDM suffers damage because of or as a result of failure by the Principal or Shipper to timely make available the Goods intended for carriage at the agreed place of shipment, the Princi-

pal shall be liable for any and all damage arising therefrom. If failure to make available the Goods intended for carriage is caused by a (Container)terminal, such failure shall always be for the risk and account of the Principal.

15.3 Should SVDM's liability towards a third party be in excess of SVDM's liability as per Agreement or these GTC, the Principal should hold harmless and compensate to SVDM for any damages suffered by SVDM as a result of this extended liability.

16. Employees/servants/agents/independent subcontractors

16.1 If an employee, servant, agent or independent subcontractor of SVDM, employed to render assistance to SVDM in the performance of its duties as per Agreement, is held liable by the Principal or a third party, this employee, servant, agent or independent subcontractor may invoke the contents of the Agreement⁵, the waybill as well as these GTC and in so doing, the employee, servant, agent or independent subcontractor shall not be liable beyond SVDM's liability on the basis of the Agreement, waybill or these GTC.

17. General

17.1 These GTC have been issued in the Dutch, German and English language. In case of any inconsistency between the various language versions, the Dutch version of the GTC shall prevail.

17.2 SVDM is at liberty to communicate with the Principal, Loading Party or Receiver in the Dutch language, unless another communication language has been agreed upon in the Agreement. SVDM is entitled to request the Principal to provide instructions and particulars required for the proper performance by SVDM if its duties in the Dutch language, unless another communication language has been agreed upon in the Agreement.

17.3 These GTC do not only impose duties on the Principal, but also on the Loading Party and Receiver, which may be a different entity than the

Principal. To make sure that SVDM may invoke these GTC against the Loading Party and/or Receiver, the Principal warrants that the agreement between Principal and Loading Party and/or Receiver, if at all existing, does make reference to the fact that SVDM renders its services pursuant to these GTC.

18. Applicable law

18.1 Unless prescribed otherwise by CFIM, the Agreement between SVDM and the Principal and the relation between SVDM and the Receiver or any third party entrusted by either of them shall be governed by Dutch law.

19. Jurisdiction in the event of a dispute

19.1 Unless mandatory law would prescribe otherwise, claims against SVDM may only be brought before the Court in Rotterdam, Netherlands. In respect of claims by SVDM against the Principal or the Receiver the Rotterdam court has jurisdiction and in addition to that the court of the place of destination and the place of domicile of the party against whom SVDM's claim is directed.

These General Transport Conditions have been deposited with the Court in Rotterdam in 6th June 2014 and have deposit no. 43/2014.