

NAVIS LOGISTICS V.O.F. LOGISTIC SERVICES TERMS AND CONDITIONS (LSV)

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Table of contents

Articles LSV

- 1. Definitions**
- 2. Scope**
- 3. Obligations of the Logistics service provider**
- 4. Consequences of non-compliance with the obligations by the Logistics service provider**
- 5. Liability of the Logistics service provider**
- 6. Obligations of the Client**
- 7. Consequences of non-compliance with the obligations by the Client**
- 8. Liability of the Client**
- 9. Other**
- 10. Complaints**
- 11. Prescription and expiration**
- 12. Terms of payment**
- 13. Guarantees**
- 14. Dispute settlement / Arbitrage**
- 15. Final provisions**
- 16. Recommended referral**

Article 1 - Definitions

In these Conditions is meant by:

1. **Logistic activities:** all activities, including unloading, wafting, storage, removal, loading, stock management, assembly, order handling, order picking, shipment preparation, invoicing, information exchange and management, as well as transportation, having transport executed and customs declarations relating to goods;
2. **Logistic center:** the space (s) where the Logistic activities take place;
3. **Logistics service provider:** the person who concludes the contract with the client and performs the Logistic activities on behalf of the client;
4. **Auxiliary person(s):** all those persons whom the Logistics service provider uses for the execution of the Logistics activities - not being the subordinates of the Logistics service provider
5. **Client:** the person who gives the order to carry out the Logistic activities to the Logistics service provider and concludes the agreement with the latter;
6. **Agreement:** the agreement concluded between the Logistic Service Provider and the Client with regard to the Logistic Activities to be carried out by the Logistic Service Provider, which includes these terms and conditions for Logistic Activities;
7. **Terms and conditions:** the terms and conditions that apply to the Agreement, including these terms and conditions, which in the following will always be referred to as 'these Terms and Conditions' or 'the present Terms and Conditions';
8. **Force Majeure:** all circumstances that a careful logistics service provider could not have avoided and of which he was unable to prevent the consequences. Force majeure includes: fire, explosion and flooding as a result of natural disasters, as well as the consequences thereof;

9. **Business days:** all days, with the exception of Saturdays, Sundays and recognized public holidays and festivity and resting days recognized in the country or region of execution of the Logistics activities;

10. **Goods:** the goods made available to the Logistics service provider or its Auxiliary person by or on behalf of the Client with regard to the execution of the Agreement;

11. **Receipt:** the act as a result of which the Client gives up the power over the Goods with the express or tacit consent of the Logistic Service Provider or its Auxiliary Person and gives the latter the opportunity to exercise the actual control over the Goods;

12. **Delivery:** the act as a result of which the Logistic Service Provider relinquishes the control over the Goods with the express or tacit consent of the Client or of a rightful person designated by the Client or of the relevant competent authorities, and gives the latter the opportunity to exercise effective control over the Goods, or in cases where the Logistic Service Provider has committed itself to provide transportation, the act as a result of which the Logistics Service Provider relinquishes the control over the Goods with the express or implicit consent of the carrier and allows them the opportunity to exercise the actual power over the goods;

13. **Providing transportation:** to have the Goods transported on behalf of the Client by concluding one or more suitable transport agreements with one or more carriers;

14. **Stock difference:** an unaccountable difference between the physical stock and the stock as it should be as appearing from the stock records of the Logistic Service Provider, subject to proof to the contrary by the Client.

Article 2 – Scope

1. General

These Terms and Conditions govern all offers, agreements, legal and factual actions with regard to the Logistics activities to be performed, insofar as these are not subject to mandatory law. Other terms and conditions of the Client are not applicable, unless they have been explicitly accepted in writing by the Logistic Service Provider. These Terms and Conditions apply to the legal relationship between the parties, even after the Agreement has been terminated.

2. Subordinates / Auxiliary persons

The Logistics service provider is entitled to call on Auxiliary persons for the performance of the Logistics activities, unless otherwise agreed with the Client. If subordinates or Auxiliary persons are addressed outside of the contract in respect of activities for which they have been used by the Logistic Service Provider, it is stipulated on their behalf that they can invoke all the stipulations relating to the exclusion or limitation of liability contained in the present Terms and Conditions.

3. Transportation

If the Logistic Service Provider commits to transportation, the provisions from the transport documents will apply, with due observance of these Terms and Conditions, in addition to (mandatory) treaties, laws and legal regulations, as well as, for national Dutch road transport and insofar as not they are not deviated from in these Terms and Conditions or the Agreement, the General Transport Conditions (AVC), in the version as filed with the registry of the courts in Amsterdam and Rotterdam at the time of the conclusion of the Agreement, unless another version has been agreed upon.

For sea transport, in the absence of a bill of lading, the Hague Visby Rules will apply, as amended by the Protocol of 22 December 1979, or the Rotterdam Rules in case these have entered into force, unless otherwise agreed. The transportation does not include the loading and unloading from the means of transport at the Logistics Center.

The transport documents referred to in this Article mean the transport document issued by the Logistics Service Provider or its Auxiliary Person or which has been signed as the sender.

If and insofar as the aforementioned treaties, laws, legal regulations and conditions leave liabilities unregulated, the version of these Terms and Conditions deposited at the time of the conclusion of the Agreement shall apply.

4. Providing transportation

In the event that the Logistics Service Provider explicitly undertakes to transport the Goods, whether or not on certain routes or in respect of certain transport modalities, the Dutch Forwarding Conditions (general terms and conditions of FENEX) are applicable in the version as filed with the registry of the courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Expedition conditions'), unless another version has been agreed upon.

5. Customs and fiscal services

In cases where the Logistic Service Provider commits to perform customs formalities (including formalities relating to storage in customs warehouse) and / or to fiscal representation, the Dutch Forwarding Conditions in the version as filed with the registry of the courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), shall apply unless another version has been agreed upon.

Article 3 – Obligations of the Logistics service provider

The Logistics service provider is obliged to:

1. receive the agreed Goods at the agreed place, time and manner (or have them received), provided they are properly packaged, the correct documents are present and the Goods are made available to him or his Auxiliary person.

2. take care of loading, stowing and unloading of Goods at the Logistics Center and the entry for warehousing and exit of warehousing of Goods, unless in the opinion of the Logistic Service Provider or its Auxiliary Person, they are dangerous to such an extent, or cause such a nuisance, that this work cannot be required of him or his Auxiliary person;

3. to have the Logistics activities relating to the Goods take place in the Logistics Center agreed with the Client;

a. if no specific Logistics Center has been agreed, the Logistics Service Provider is free to choose a suitable space and to move Goods between suitable areas.

b. if a specific Logistics Center has been agreed, the Logistics Service Provider is entitled to move the Goods in consultation with the Client if this is desirable for proper business operations and / or proper execution of the Logistics activities. The Client may not refuse permission for movement if the new spaces are equivalent or better;

4. to perform the movement of Goods as referred to in paragraph 3 of this Article at his own expense, unless the movement must take place:

- a. in the interests of the Client, or per his assignment, and / or;
- b. due to circumstances for which the Logistics service provider is not liable and / or;
- c. due to circumstances that are not reasonably for the account and / or risk of the Logistic Service Provider, and / or;
- d. as a result of regulations and / or on the instructions of the competent authorities;

the transportation in connection with the movement will take place under the regulations referred to in Article 2 paragraph 3 of these Terms and Conditions;

5. to take all measures, also those not directly arising from the Agreement, to protect the interests of the Client and his or her Goods. Where possible, he commits prior consultation with the Client. If no timely prior consultation is possible, the Logistics service provider will take the measures that occur to him to be in the best interest of the Client and will inform the Client accordingly;

6. to insure its liability under the Agreement on the basis of customary insurance conditions and to provide the Client with a copy of the insurance certificate upon request;

7. to allow the Client and the persons designated by them, access to the places where the Goods are located, at the risk of the Client, during office hours on Business Days, unless otherwise agreed, provided that:

- a. the desired access has been made known to the Logistic Service Provider in sufficient advance;
- b. the Client agrees to accompaniment by the Logistics service provider;
- c. the inspection takes place according to the house rules of the Logistics service provider;
- d. the information obtained by the Client during the inspection regarding other items present in the space (s) is not shared with third parties.

Any costs associated with the inspection are at the expense of the Client;

8. to perform additional work in consultation with and on behalf of the Client, if these activities can reasonably be required from the Logistics service provider;

9. to inform the Client in writing as soon as possible with respect to defects and shortages of received Goods and of Goods to be received and to request instructions from the Client on this matter

10. to guarantee the soundness and suitability of the material to be used by him;
11. to deliver the Goods either in the same condition as in which he has received them or in the agreed state;
12. to observe confidentiality towards third parties with regard to all facts and data known to him exclusively through the execution of the Agreement, with the exception of competent governmental authorities if information must be provided on the basis of a statutory regulation and information exchange with third parties in the framework of normal business operations.

Article 4 – Consequences of non-compliance with the obligations by the Logistics service provider

If the Logistics Service Provider fails in a continuous manner in the fulfilment of one or more of its obligations as stated in Article 3, the Client may, without prejudice to his right to compensation for suffered damage in accordance with Article 5, dissolve the Agreement with immediate effect in whole or in part, after:

- he has notified the Logistic Service Provider by means of a registered letter indicating how the Logistic Service Provider has failed and has set a period of at least thirty days for performance of the obligations and;
- the Logistics service provider has not yet fulfilled its obligations at the end of that period.

The Client does not have this authority if the non-compliance, in view of its special nature or minor significance, does not justify dissolution with its related consequences.

Article 5 – Liability of the Logistics service provider

1. The Logistics Service Provider is, subject to Force Majeure and the other provisions in these Terms and Conditions, liable for damage to and / or the loss of the Goods, arising during the period from Receipt to Delivery. The Logistic Service Provider is not liable for damage resulting from the Client's failure to comply with any commitment or obligation that he has as a result of the agreement or (a) separate agreement(s) and the Terms and Conditions applicable either of them.

2. In the case of transportation, the Logistics service provider is liable up to the limits of liability set for the relevant transport modalit(y)(ies) in the applicable regulations, unless agreed otherwise. The Logistics service provider is not liable in so far as the damage is caused by the lack or the defect of the packaging of the Goods which due to their nature or the mode of transport should have been packaged sufficiently and the Logistics service provider can make it plausible that the damage may have been a result of this cause. If, in case of road transportation by the Logistics service provider, the Goods are not received at the agreed place, time and in the agreed manner, the liability for the resulting damage is limited to not more than twice the freight as agreed for the road transportation part, but to a maximum of 10,000 SDR; but not before the Client

has set a final date and time for the Logistic Service Provider to fulfil its obligation and the Logistic Service Provider has still not fulfilled its obligation at that date and time.

3. With regard to the other Logistic activities, the liability of the Logistics service provider for damage to or loss of the Goods is limited to 4 SDR per kilogram of gross weight of the damaged or lost Goods, with a maximum of 100,000 SDR per event or series of events with one and the same cause of damage.

4. The damage to be compensated by the Logistics service provider as a result of damage or loss of the Goods shall never exceed the value of the Goods, which is to be proven by the Client. In the absence of proof, the prevailing market price for goods of the same nature and quality at the place and time of Receipt, shall apply.

5. Subject to the provisions of Article 5 paragraph 7, the liability of the Logistics service provider for all damage other than damage and / or loss of the Goods is limited to 10,000 SDR per event or series of events with one and the same cause of damage, with the explicit understanding - and with due observance of this limitation of liability up to 10,000 SDR - that in cases where the Logistics Service Provider performs customs formalities or acts as a fiscal representative, the Logistics Service Provider is not liable for any damage, unless the Client proves that the damage was caused by fault or negligence on the part of the Logistics service provider.

6. Any Stock Differences must be apparent from taking inventory of the physical stock, which inventory must take place, at the expense of the Client, at least once a year and also at the time the Agreement ends.

Possible shortages and any surpluses will be booked against each other. Any liability of the Logistics Service Provider for Inventory Differences can only arise if and insofar as, in the unit of account used for the registration of the stock, the shortages (shortfalls) exceed any surpluses by at least one percent of the quantity of the particular Goods, which on an annual basis is the subject of the Agreement. Any adjustment by the Logistics Service Provider of its stock records, not resulting from the entry in warehousing and removal from warehousing of goods, will be reported by him to the Client as soon as possible. For the sake of completeness, it is expressly agreed that these Terms and Conditions also govern the liability of the Logistics Service Provider for Inventory Differences, including the liability limits described in Article 5 paragraph 3.

7. The Logistics service provider is never liable for any lost profit, consequential damage and immaterial damage, however these may arise.

8. The Logistics Service Provider cannot invoke the liability limits set out in the present Article in the event of intent or deliberate recklessness on the part of itself.

9. If the Logistics Service Provider is held liable by the Client out of agreement in connection with damage arising during the execution of the Logistics activities, then the Logistics Service Provider will not be further liable than it would be on the basis of the Agreement.

10. If the Logistic Service Provider can derive a defence against the Client in order to reject his liability for the conduct of an Auxiliary person or subordinate to the Agreement, then the Auxiliary Person or subordinate, if he is held liable by the Client on the basis of this conduct, can also invoke this defence, as if the Auxiliary person or subordinate himself were also party to the agreement.

11. If a Logistic Service Provider is held liable out of agreement in respect of damage or loss of a good or delay in delivery, by someone who is not a party to the Agreement or a transport agreement concluded by or on behalf of the Logistics Service Provider, then he is not further liable for this than he would be as a result of the agreement.

Article 6 – Obligations of the Client

The Client is obliged to:

1. to provide to the Logistic Service Provider all such notifications and documents concerning the Goods as well as the handling thereof, of which he knows or ought to know that they are of importance to the Logistic Service Provider, unless he demonstrates that the Logistic Service Provider knows or ought to know this information. The Client warrants that the information provided by him is correct and that all instructions and the Goods made available are in accordance with the laws and regulations.

2. If Goods and / or activities are subject to government regulations, including customs and excise provisions and tax regulations, the Client must provide all information and documents that are necessary for the Logistics Service Provider to comply with these provisions, in a timely manner.

The provision of information and / or documents to the Logistics Service Provider, required for the performance of formalities in connection with the aforementioned government provisions, implies an instruction to that effect. The Logistics service provider will be always entitled to follow this instruction or to not do so;

3. to make the agreed Goods in proper packaging, accompanied by a road transport waybill (as far as necessary) and by the agreed documents and / or documentation and the other documents required by or pursuant to government regulations, available to the Logistic service provider or its Auxiliary person at the agreed place, time and manner.

4. take care of or assign to take care of the loading, stowing and unloading of Goods, unless:

- Article 3 paragraph 2 applies, or;

- the parties agree otherwise, or;

- it is otherwise inferred from the nature of the intended transport - taking into account the goods to be transported and the vehicle made available - .

5. to indemnify the Logistic Service Provider and / or its subordinates and / or Auxiliary Persons at their first request in the event they are held liable by third parties outside of the Agreement in respect of damage or financial loss, in any way connected with the execution of this agreement or (a) separate agreement(s) and the Terms and Conditions applicable to either, including claims for product liability and / or intellectual property rights. This indemnity obligation applies if the Client was not complying with any obligation imposed on him by law, these Terms and Conditions or the Agreement, or if the damage or financial loss is caused by circumstances which are situated in the Client's sphere of risk;

6. to warrant the Goods and material made available by him to the Logistics service provider or its Auxiliary person;

7. to reimburse for any other costs arising from this agreement or (a) separate agreement(s) and the Terms and Conditions applicable to either, in addition to the agreed fee, in a timely manner;

8. to reimburse for costs for inspections, follow-up work, disposal and cleaning work, and disposal of waste arising from the implementation of this or (a) separate agreement(s) and the Terms and Conditions applicable to either, in a timely manner;

9. to take delivery of the Goods from the Logistics Service Provider or its Auxiliary Person upon termination of the Agreement, at the latest on the last business day before the date of termination of the Agreement, and / or have these disposed of, but only after payment of all that is owed to the Logistics Service Provider and of that of which it is known on that day that it will be owed. For what the Client will owe after termination of the Agreement, insofar as already known and / or reasonably estimated by the Logistic Service Provider, the Client can suffice by providing sufficient security in the opinion of the Logistic Service Provider;

10. to observe confidentiality towards third parties in respect of all facts and data known to him solely on the basis of the Agreement, with the exception of competent governmental authorities if information must be provided on the basis of a statutory regulation and information exchange with third parties in the framework of normal business operations.

11. to immediately take receipt of the Goods and / or have them removed, if these are, in the opinion of the Logistics service provider, dangerous to such an extent, or cause such a nuisance, that it cannot be required of the Logistics service provider to keep them in storage for longer. Contrary to the provisions in Article 3 paragraph 2, the exit of warehousing and loading will take place by or on behalf of the Client and for his account and risk;

Article 7 – Consequences of non-compliance with the obligations by the Client

1. If the Client fails attributable and in a continuous manner in the performance of one or more of his obligations as stated in Article 6 paragraphs 1 to 10, the Logistics service provider may fully or partially dissolve the Agreement with immediate effect, without prejudice to his right to compensation for damage suffered, after he has notified the Client by registered letter of a period of at least fourteen days for performance and the Client has not yet fulfilled his obligations on expiry thereof. If by setting such a period the interests of the Logistic Service Provider would be disproportionately harmed with respect to the undisturbed operation of his business, he may also terminate the Agreement without observing a such a period.

2. If the Client does not fulfil one or more of his obligations as stated in Article 6 paragraphs 1 to 8, the Logistics service provider is entitled to suspend the fulfilment of his obligations. This right of suspension can also be invoked against the creditors of the Client.

3. If the Client does not fulfil his obligations as stated in Article 6 paragraphs 9 and 11, the Logistics service provider is entitled to:

- a. move the Goods to other spaces at the expense and risk of the Client, and / or;
- b. the private or public sale of the Goods on behalf of the Client after a period of fourteen days after registered delivery to the Client of a written notification of the intended sale, without having to observed any further formalities with respect to this.
- c. abandonment or destruction of the Goods if it is plausible that when selling the Goods the costs will be higher than the benefits or if, despite a reasonable attempt by the Logistics service provider, no buyer can be found, whereby the costs for abandonment or destruction will always be at the expense of the Client.

Article 8 – Liability of the Client

1. The Client is liable for all damage to the Logistics center and / or the possessions of the Logistics service provider, its Auxiliary staff, its subordinates and its other Clients, as well as for personal injury caused by the Client himself, his Goods, including the packaging of his Goods, his Auxiliary Persons, subordinates and persons appointed by him.

2. The Client is liable towards the Logistic Service Provider for all damage, including fines, interest, penalties and forfeiture, including consequences due to the non or late clearing of customs documents, or due to, among other things, the inaccuracy, imprecision or incompleteness of his instructions and the information and / or documents provided by him, not providing or not timely providing the Goods at the agreed time, place and manner as well as not providing or not timely providing documents and / or instructions.

3. The Client is liable towards the Logistics service provider for all damage caused by the non-fulfilment of his obligations under this agreement or (a) separate agreement(s) and the Terms and Conditions applicable to either.

4. The Client must compensate the Logistics Service Provider for the penalty imposed on him in respect of overloading during road transportation. If the Client can provide proof of a fine for breach of Article 2.6 paragraph 2 of the Road Transportation of Goods Act, this provision will lapse, except in cases of bad faith.

Article 9 – Other

1. The Logistics service provider can terminate the Agreement with immediate effect in the event of the Client:

- ceases his profession or company entirely or for a large part ;
- loses the free disposal of his assets or a substantial part thereof;
- loses its legal personality, is dissolved or is factually being liquidated;
- is declared bankrupt;
- offers an agreement outside of bankruptcy;
- applies for suspension of payments;
- loses the disposal of his goods or a substantial part thereof as a result of seizure by third parties ;
- does not fulfil his obligations as stated in Article 6 paragraph 11.

2. If after receipt of the Goods by the Logistics service provider, the transportation cannot reasonably commence or cannot be commenced, continued or completed within a reasonable time, the Logistics service provider is obliged to inform the Client of this. Parties then have the authority to terminate the present contract of carriage in writing and this agreement ends upon receipt of this notice. Then the Logistics service provider will not be obliged to take care of the further transportation and is entitled to unload the Goods and to store them at a suitable location; the Client is authorized to take the Goods. The costs with respect to the Goods, incurred in connection with the termination will be at the expense of the Client. Except for force majeure (6:75 BW), the Logistics Service Provider is obliged to compensate the Client for the damage suffered by the termination of the agreement, whereby the liability is limited to no more than twice the freight as agreed for the transport modality concerned, but to a maximum of 10,000 SDR.

Article 10 – Complaints

1. If the Goods are delivered by the Logistics service provider without the consignee having established the condition thereof in presence of the Logistics service provider, the Goods shall be deemed to have been delivered in good condition, subject to proof to the contrary.

2. If the Goods are delivered by the Logistic Service Provider without the consignee having made written reservations to notify the Logistics Service Provider in which the general nature of the loss or damage is indicated, - at the moment of Delivery if the losses or damage concerned are observable; within the period prescribed on the basis of the laws and regulations applicable to the transportation modality that has been chosen, if it concerns damage not externally observable, or, in the absence of a (statutory) regulation, at the latest within five Business Days after the Delivery-, then the Goods, unless proven otherwise, shall be deemed to be delivered in good condition;

3. The day of the Delivery is not taken into account when determining the aforementioned terms.

4. In the case of national transportation, if the Goods have not been delivered within thirty days of the day on which they were accepted for carriage and the location where they are situated is unknown, the Goods will be deemed to be lost.

Article 11 – Expiration and nullification

1. All claims in connection with the Agreement will expire by the mere lapse of a period of twelve months and will void due to the lapse of eighteen months.

2. In the event of total or partial loss, damage, delay or stock difference, the periods referred to in paragraph 1 shall commence from the first of the following days: a. The day on which the Goods were delivered or should have been delivered by the Logistics service provider; b. the day on which the Logistics Service Provider informs the Client of the loss, damage or existence of the Stock Difference.

3. In the event that the Logistics Service Provider is called upon by third parties, including any government, the periods referred to in paragraph 1 start from the first of the following days:

a. the day on which the Logistics Service Provider has been legally called upon by the third party

b. the day on which the Logistics Service Provider has paid the claim addressed to him in full.

4. In the event that the Logistics Service Provider or a third party appointed by him has objected or appealed to the claim, the periods referred to in paragraphs 1 and 2 shall commence on the day following the day on which the decision in objection and / or appeal becomes final.

5. For all other claims, the periods referred to in paragraph 1 start from the day on which they become due and payable.

6. In any event, the time limits referred to in paragraph 1 will commence for all claims in connection with the Agreement from the day following that on which the Agreement between the parties has ended.

Article 12 – Payment conditions

1. All amounts due by the Client to the Logistics Service Provider will be paid with due observance of the agreed payment period or, in the absence of an agreed period, within fourteen days after the invoice date. This period is to be considered and valid as a final period.

2. If the Client does not pay any amount due within the period referred to in paragraph 1 of this Article, he is obliged to pay the statutory (commercial) interest in accordance with Article 6:119a or Article 6:119 of the Dutch Civil Code, with effect from of the day on which this payment should have been effected up to and including the day of complete payment.

3. The Logistics service provider is entitled to charge extrajudicial and judicial costs to the Client with regard to the collection of the claim. The extrajudicial collection costs are payable and due from the moment that the Client is in default and amount to 15% of the claim with a minimum of € 150, -.

4. The Client is obliged to compensate the Logistics service provider at all times, for any amounts to be collected or reclaimed or taxed by any government, as well as any related fines in connection with this agreement or (a) separate agreement(s) and the Terms and Conditions applicable to either.

5. The Client is obliged to provide security for what the Client owes or will be owing to the Logistics Service Provider at the first request of the Logistic Service Provider. This obligation also applies if the Client himself has already provided security or has had to provide security in connection with the amount due.

6. Any appeal to settle any claims for payment of fees arising from this agreement or (a) separate agreement(s) and the Terms and Conditions applicable to either, the amount owed by the Client for other reasons with respect to the Logistics activities or of further costs pressing on the Goods, against claims by the Client or suspension of aforementioned claims by the Client is not permitted.

7. All amounts as referred to in paragraph 1 of this Article are due and payable immediately and subject to settlement against claims of the Client, by the Logistics Service Provider, if the cases referred to in Article 7 paragraphs 1 and 2 of these Terms and Conditions occur.

Article 13 – Securities

1. The Logistics Service Provider has the right to refuse the issue of Goods, documents and monies, which the Logistics Service Provider has or will acquire in connection with the Agreement, towards anyone.

2. The Logistic Service Provider can exercise a right of retention on all Goods, documents and funds that it has or will acquire in connection with the Agreement, for all claims that the Logistic Service provider has or will have against the Client and / or the owner of the Goods, also with respect to claims that do not relate to those particular Goods.

3. On all Goods, documents and funds that the Logistics service provider has or will acquire in connection with the Agreement, a right of pledge is established for all claims that the Logistics service provider has or will incur towards the Client and / or the owner of the Goods.

4. The Logistics Service Provider will be able to regard anyone, who entrusts the Logistics Service Provider with Goods for the performance of Logistical Activities on behalf of the Client and for the benefit of the Client, as authorized by the Client to establish a right of pledge on those Goods.

5. If during settlement a dispute arises over the amount due or if a calculation is required which cannot be carried out soon, the Client or he who requests the Delivery, at the discretion of the Logistic Service Provider, will be required to pay immediately, at the request of the Logistics Service Provider, the part of the amount due about which there is no disagreement and to provide security for the payment of the disputed part of the amount due or for the part of the amount which is not yet established.

6. The sale of any collateral will take place at the expense of the Client in the manner determined by law or, if agreement exists, by means of private selling.

7. At the first request of the Logistic Service Provider, the Client will provide security for the costs paid, or to be paid by the Logistics Service Provider, to third parties or authorities or other costs that the Logistics Service Provider has incurred or foresees to incur for the benefit of the Client, including, among other things, freight, port charges, duties, taxes, levies and premiums.

Article 14 – Hearing disputes / Arbitration

1. All disputes arising from or in connection with the Agreement(s) to which these Terms and Conditions apply, shall exclusively be submitted to arbitration in Rotterdam in accordance with the TAMARA Arbitration Rules, with the exception of claims up to € 25,000, as well as undisputed claims in which case dispute resolution is done by the competent court in Rotterdam.

2. The exceptions mentioned in paragraph 1 cannot be invoked if the Client is established in a non-EU Member State.

3. Where appropriate, arbitrators will apply the provisions of international transport treaties, including the Convention on the Contract for the International Carriage of Goods by Road (CMR). The Client guarantees to the Logistic Service Provider that the shipping agent, the consignee and the other cargo stake holding parties will be bound by the provisions of this clause, in the event of damage to the Goods and / or delay in the delivery thereof.

Article 15 – Final provisions

1. All agreements to which these Terms and Conditions apply are governed by Dutch law.

2. The place of establishment of the Logistics Service Provider is the place of clearance and claims settlement.

Article 16 – Recommended citation

These Terms and Conditions can be cited as "LSV 2014".

In the event of contradictions with translated conditions, the Dutch version of these Terms and Conditions will prevail.