

JW05-09-13

GENERAL CORPORATE TERMS AND CONDITIONS

the private limited company

Van Bentum Holding B.V.

with its registered office in Woudenberg (the Netherlands) and registered with the Chamber of Commerce of Gooi- en Eemland under file reference number 32077553

the private limited company

Internationaal Transportbedrijf H.J. van Bentum B.V.

with its registered office in Woudenberg and registered with the Chamber of Commerce of Gooi- en Eemland under file reference number 31033094

the private limited company

H.J. van Bentum Trailer Service B.V.

with its registered office in Woudenberg and registered with the Chamber of Commerce of Gooi- en Eemland under file reference number 31022911

Van Bentum Wagenpark B.V.

with its registered office in Woudenberg and registered with the Chamber of Commerce of Gooi- en Eemland under file reference number 32077549

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GENERAL

Article 1

1. Unless previously explicitly agreed otherwise in writing, these terms and conditions apply to all our quotes and/or agreements concluded with our clients, in the course of which we (the contracted party) undertake to transport, order and/or distribute goods, provide mediation, store goods, deliver or hire out movable and immovable goods, or deliver any other performance.
2. In these terms and conditions, "client" is taken to mean each (legal) person who has entered into an agreement with us, or who wishes to do so, and apart from this person, his representative(s), authorised agent(s), assignee(s) and successor(s).
3. The terms and conditions of our client are not applicable to the quotes and agreements referred to in paragraph 1, unless we have explicitly stipulated otherwise in writing.
4. We and the client have agreed that, once something is contracted under application of these terms and conditions, future quotes and agreements will also be subject to these terms and conditions.
5. If, as appropriate, we do not invoke the provisions in these terms and conditions, it does not mean we have waived our right to invoke the terms and conditions below in other cases.

Article 2

1. Depending on the nature of the overall instruction, activities or other performances, or any part thereof that can be reasonably regarded as independent, the following or their replacement general terms and conditions and regulations customary to the sector in question apply in addition to these terms and conditions:
 - a. to all our transport activities: the 2002 General Transport Conditions (AVC 2002), filed with the registry of the sub-district courts in Amsterdam (the Netherlands) and Rotterdam (the Netherlands), in the case of cross-border transport of goods by road, in addition to the CMR Treaty.
 - b. to all transport of bulk goods: the General Tank Transport Conditions for the transport of bulk goods by road, filed with the registry of the sub-district courts in Amsterdam and Rotterdam
 - c. to storage and additional activities: the 2002 Physical Distribution Conditions, filed with the registry of the sub-district court of Amsterdam (no. 177/2000) and Rotterdam (no. 116/2000).
 - d. to all activities within the framework of storage and custody of goods: the Dutch Storage Conditions, filed with the registry of the sub-district court of Rotterdam on 15 November 1995.
 - e. to all tanker cleaning activities: the ATCN General Tank Cleaning Conditions, filed by ATCN with the registry of the sub-district court of The Hague on 18 June 2001.
 - f. to all truck cleaning activities: the General Truck Cleaning Conditions of H.J. van Bentum B.V.
 - g. Payments: work that is not subject to the above conditions is subject to the general payment terms of Transport en Logistiek Nederland, filed with the registry of the sub-district court in The Hague on 2 July 2002, under file reference number 69/2002.
 - h. to all forwarding activities, including airfreight activities and all other activities: the Dutch Forwarding Conditions, filed with the registry of the sub-district courts of Amsterdam, Arnhem, Breda and Rotterdam, with the exception of article 23, on 1 July 2004.
2. In the event that the general terms and conditions referred to in paragraph 1 of this article are reviewed, the resulting reviewed text will apply, from the date on which these reviewed general

terms and conditions are filed. If one or several of the general terms and conditions referred to in paragraph 1 of this article are replaced by a standard regulation, or if it is substituted by a standard regulation in the manner set out in Section 214 of Book 6 of the Dutch Civil Code, the standard regulation in question will apply from the date on which this regulation is announced in the Dutch Government Gazette.

3. We are for that matter at all times entitled to declare general terms and conditions other than those referred to in paragraph 1 of this article applicable to a certain instruction, activity or other performance.
4. In the event of a dispute between us and our client about which terms and conditions referred to in this article apply or applied, we are entitled to decide which terms and conditions apply or applied.
5. In the event of a conflict between the terms and conditions referred to in paragraphs 1 and 3 of this article and these terms and conditions, it is at our discretion which terms and conditions we will invoke.

Article 3

Unless explicitly agreed otherwise in writing, all instructions are carried out in a sequence to be stipulated by us, in the course of which the capacity of the device available to us and the utilisation rate determine the moment that the instructions commence and are completed.

We are free to choose the way in which instructions are carried out, unless explicitly agreed otherwise.

Article 4

1. We are obliged to ask the client for instructions in the event of irregularities during the work that hamper execution, or as a result of which the work can no longer be carried out in accordance with the instruction given.
2. The costs in connection with asking for instructions and the costs for executing the instructions will be reimbursed to us by the client.

Article 5

1. We are not liable for damage and costs, of whatever nature and arising when a client or any third party, against payment or otherwise:
 - a. uses our equipment;
 - b. has asked us to carry out certain work that does not form part of any agreements already concluded, and we have acted in accordance with instructions given by or on behalf of the client and/or that third party.
2. We are not liable for damage and/or costs of whatever nature, if this damage and/or these costs ensue from services, work and/or deliveries carried out or provided free of charge, unless the client demonstrates that the damage and/or the costs ensued as a result of intent or grave errors equal to intent on our part.

Article 6

In the event of differences between the filed text of these terms and conditions and other texts printed, translated and/or distributed, only the filed text will apply.

Article 7

Insofar as not stipulated otherwise in these general corporate terms and conditions, all disputes that may ensue in connection with a performance agreed on under these general corporate terms and conditions, including claims regarding a cash on delivery stipulation, are submitted to the competent Dutch court. These terms and conditions are subject to the laws of the Netherlands.

Article 8

We are not liable for damage of any nature or cause if a client or any third party temporarily parks a loaded truck or trailer on one of our sites, without us having received an instruction for entry, removal or storage activities.

TRANSPORT

Article 9

1.
 - a. Within the framework of cross-border transport activities, loading and unloading activities are not included in the transport.
 - b. If, within the framework of domestic transport activities, loading and unloading activities are not included in the transport, we will not be liable in that regard. The client therefore indemnifies us against all third-party claims of whatever nature and cause.
 - c. If loading and unloading activities are included in the transport, our liability regarding these activities is equal to our carrier's liability on the basis of the 2002 General Transport Conditions referred to in article 10 of the terms and conditions.
2. We are in any case not liable in the following cases:
 - a. if the client presents a container or containers with contents for transport and this container or these containers were not loaded by us, we are not liable for damage as a result of the loading method;
 - b. if the client presents goods for transport that are palletised and/or packed in such a way that it proves impossible to check the number of items and/or contents, we are not liable for the number of items and/or the contents thereof;
 - c. if during loading we are unable to carry out any checks and/or if transport is considerably delayed due to checks, this at our discretion, we are not liable for the number of items and/or condition of the load and/or contents.
3. The client will never exceed the maximum loading weight permitted by law for the vehicle in question. In that regard, the client indemnifies us against the consequences of and/or damage caused by overloading, if this fact is the result of the client's working method.

Article 10

In addition to the other stipulations in these general corporate terms and conditions, the provisions in this article apply to all transports for which special permission or exemption from one or several authorities is required:

- a. permits or exemptions required to carry out a special transport are applied for by us, at the request of the client. The costs in relation to such an application, permit or exemption are payable by the client.
- b. we will never be liable for a permit or exemption not being granted, not being granted correctly or not being granted in time;
- c. if a permit or exemption required for transport is not granted for whatever reason, the transport will not take place. Any costs already incurred by us will in that case be refunded by the client.
- d. with regard to special transports, we will observe all statutory rules and regulations, as well as instructions issued by authorities or public servants. Additional costs ensuing from this are payable by the client.

CUSTOMS

Article 11

1. Customs formalities dealt with by us are at the expense and risk of the client. We are only liable for damage and costs ensuing from incorrect processing of customs formalities if the client demonstrates that it concerns gross negligence or gross carelessness on our part.
2. The client at all times indemnifies us against claims from the authorities with regard to customs duties, taxes, excise duties, etc. on goods for which we have arranged the customs formalities on the instruction of the client, unless the client demonstrates that it concerns gross negligence or gross carelessness on our part.
3. The client is obliged to compensate us for all damage ensuing from checks, carried out by or on the instruction of customs authorities, of the goods made available or presented for transport by them.

GOODS HIRE

Article 12

Machines, materials, instruments, (bulk) containers, trailers, trucks and other goods are hired out subject to the following conditions:

- a. upon commencement of the hire contract, we undertake to provide the client with an object that is in a good state of repair;
- b. when taking possession of the goods, the client is obliged to inspect them for faults and defects. If the client does not make any written comments about the condition of the goods when taking possession of them, he is deemed to have received them in a good condition;
- c. upon expiry of the hire contract, the client is obliged to return the hired goods in the same condition they were in upon commencement of the hire contract. Wear and tear following normal use in accordance with the good's intended purpose is excluded from this. If the hired object is returned to us in a condition other than for which it was made available, the client is obliged to refund us the hired object's decrease in value on our demand;
- d. the client is not permitted to make the hired object available to third parties, with the exception of his employees, to hire it out, to pledge it and/or to sell it;
- e. any permits required for the use of the hired object will be applied for by the client. If the necessary permit or permits is or are not held, the client indemnifies us against any additional tax assessments and/or claims (for damages) ensuing from the lack of such a permit or permits;
- f. fuel for hired machines, instruments and/or trucks is not included in the hire price;
- g. we are not liable for any damage, including penalties imposed by the authorities and (out-of-court) settlements ensuing from the use of the hired object, whatever the cause. The client indemnifies us against third-party claims in that regard;
- h. if the client fails to pay the hire sum he owes us, we are entitled to remove the hired object from the client's control without any notice of default being required. The related costs will be payable by the client.

CLEANING

Article 13

1. An instruction to clean a vehicle or any other object is accepted by us only after a relevant order slip has been signed by or on behalf of the client.
2. All vehicles and other objects parked by the client on our site for cleaning purposes are there at the risk of the client, at all times.
3. The client or those engaged by the client must always strictly and correctly follow instructions from our personnel.

Article 14

The cleaning work assigned to us constitutes a best efforts obligation, not a result obligation.

Article 15

The client must notify us in writing in advance of special instructions to be observed during our activities. Prior to the cleaning process, the client will announce in writing which was the last load of the vehicle or object and which product must therefore be removed. We are not obliged to check these details, although we are entitled to do so at all times.

Article 16

The client undertakes to provide us with all important details regarding substances that may be released during the cleaning process. We are at all times entitled to refuse a cleaning assignment issued to us, without having to state the reasons.

Article 17

The order slip will again be signed in evidence of agreement by or on behalf of the client, after the work is completed to the client's satisfaction. Until the order slip is signed in evidence of agreement, we are entitled to keep the objects that have been cleaned in our possession.

Article 18

1. If at any time we have failed to clean a vehicle or object in accordance with the client's instruction, our compensation is limited to again cleaning the aforementioned vehicle or object.
2. By removing the client's vehicles or objects from our site, the client acknowledges that they have been cleaned to his full satisfaction. In that case, every right to a new cleaning treatment lapses.
3. Subject to the provisions in paragraph 1, we are not liable for damage incurred by the client or any third party engaged by him as a result of or in connection with the execution of the instruction given.

PRICES, QUOTES AND PAYMENTS

Article 19

1. All our quotes are free of obligations.
2. Our prices are based on the rates, wages, prices etc. applicable at the date of the quote, conclusion of the agreement or actual performances. If one or more of these factors change, the prices automatically change correspondingly and they will be binding also for current agreements, on the understanding that when prices change within three months of conclusion of the agreement, the client is entitled to dissolve the agreement, unless explicitly agreed otherwise.

Article 20

1. Our prices only include the freight charges from loading to unloading locations, unless agreed otherwise.
2. Our prices do in any case not include
 - inward clearance/clearance costs;
 - VAT;
 - levies;
 - import duties;
 - advance commission;
 - ferry charges;
 - costs relating to preparing customs or other documents;
 - diesel oil surcharges;
 - currency surcharges;
 - surcharges for additional load and unloading addresses;
 - insurances

If incurred separately, these costs will be charged to the client.

3. Our prices are based on locations that are accessible and passable. If during execution of the instruction it appears that accessibility is not good, we are entitled to increase the prices in accordance with the additional costs incurred in that respect.
4. Invoices are deemed to have been accepted and agreed by the client, if we have not received a written objection within 8 days of the invoice date.

Article 21

1. With the exception of the provisions about payments in the terms and conditions referred to in article 2, payment of the work assigned to us and the goods delivered or the services provided by us is subject to the provisions in paragraphs 2 to 7 of this article.
2. The client undertakes to pay invoices within 30 days of the invoice date. If payment is not made within this term, the client is obliged to pay statutory commercial interest within the meaning of Section 119a of Book 6 of the Dutch Civil Code, on top of the principal sum.
3. The client is not entitled to set off any amounts of money that we charge him by virtue of any agreement concluded with him.
4. When the client fails to pay in time and we decide to collect money through legal or any other action, all costs yet to be incurred by us, as well as any costs connected to that, including extrajudicial collection costs, being 15% of the principal sum, will be payable by the client, without prejudice to the provisions in paragraph 2 of this article.
5. We are entitled to retain goods, money and documents - the latter in the broadest sense of the word - from anyone who demands the return thereof, at the expense and risk of the client and/or owner until all due and payable claims brought by us have been paid, or to receive and set off the due and payable cash on delivery upon forwarding the goods.
6.
 - a. All goods, documents and money that we have or will have in our custody for whatever reason and purpose, serve as possessory pledge for all claims we have or may have against the client or the owner.
 - b. In the event of non-payment of the claim, the possessory pledge will be sold in accordance with the method stipulated by law or, subject to agreement in that respect, through a private sale.
7.
 - a. If so requested, we can replace the possessory pledge with another, equal security, only at our discretion.
 - b. Towards us, the client can never invoke any suspension of payment granted with regard to previous instructions, explicit or otherwise.

INSURANCE

Article 22

1. Insurance of whatever nature is provided only at the expense and risk of the client and only after written instruction and acceptance in that respect. The instruction to take out insurance must clearly state the risks against which the insurance must be taken out, as otherwise, the instruction may be regarded as not having been issued or not having been accepted. We are at all times entitled to refuse an instruction to take out insurance for compelling reasons.
2. The risk presented is accepted by the underwriter or insurer. We are unable to control this.

PALLET EXCHANGE

1. If pallet exchange has been agreed on, a surcharge to be set by the parties will be charged and the following conditions apply:
 - a. The client must compel the addressee to make pallets of similar quantity, quality and type available before unloading is completed. We are not liable for damage as a result of a fault on the part of the addressee.
 - b. If, when loading palletised goods, we present our own pallets to the client and we do not receive similar pallets (as outlined above) in return from the addressee, the client is liable for compensation.