

NituLogistics

Freight Forwarding and Logistics Company

Robert Baeldestraat 110
3061 TM Rotterdam, Netherlands

© Copyright NituLogistics, 2019

All rights reserved. These conditions may not be published, copied or reproduced in any form without the written permission of NituLogistics.

CONTENTS

Definitions	1
Scope	2
Third Parties	2
Conclusion of the Agreement	2
Customs work.....	3
Remunerations and other costs	3
Insurance	4
Execution of the Agreement	4
Commencement of the Services	4
Goods Handling	5
Liability	5
Force majeure	6
Refusal of carriers.....	6
Imperative law	6
Payment Conditions	6
Allocation of payments and judicial and extrajudicial costs	7
Sureties	8
Final provisions	8
Termination of the Agreement	8
Proceedings against Third Parties	9
Prescription and limitation	9
Choice of law.....	9

© Copyright NituLogistics, 2019

All rights reserved. These conditions may not be published, copied or reproduced in any form without the written permission of NituLogistics.

Definitions

In these Conditions, the following terms shall have the following meanings:

1. **Third party/parties:** all of those persons, who are not employees, with whom the NituLogistics has an undertaking on behalf of the Client, irrespective of whether the Freight Forwarder has the undertaking in its own name or in the name of the Client.
2. **Freight Forwarder:** the natural or legal person who performs Services on behalf of the Client and who uses these Conditions.
3. **Services:** all activities and work, in any form and by whatever name, including those performed by NituLogistics for or on behalf of the Client.
4. **Agreement:** the agreement entered into by NituLogistics and Client in respect of the Services to be performed by NituLogistics, of which these Conditions form part.
5. **Force majeure:** all circumstances that NituLogistics has reasonably been unable to prevent.
6. **Conditions:** these Dutch Forwarding Conditions.
7. **Good/Goods:** the goods to be made available or made available to NituLogistics, its agent or Third Parties by or on behalf of the Client, for the purpose of executing the Agreement.

Scope

1. These Conditions govern all offers, agreements, legal acts and actual acts relating to Services to be performed by NituLogistics, in what as these are not subject to imperative law. These Conditions apply to the legal relationship between the parties, including once the Agreement has been reached.
2. Considering any provision in these Conditions is void or otherwise unenforceable, this does not affect the validity of the other provisions in these Conditions. Furthermore, considered to be applicable is such a stipulation that is the closest to the purport of the void or voided stipulation.

Third Parties

The Client gives NituLogistics free rein to engage the services of Third Parties to execute the Agreement, and to accept the (general) terms and conditions of those Third Parties at the Client's expense and risk, unless agreed otherwise with the Client.

Conclusion of the Agreement

1. All offers made by NituLogistics are non-binding.
2. Agreements, as well as amendments of and additions to these agreements, shall only become effective if the Freight Forwarder has confirmed these in writing or the Freight Forwarder has started to perform the Services.

Customs work

1. The provision of information to NituLogistics, that is reasonably provided to enable customs formalities to be carried out, shall imply an order, unless otherwise agreed in writing.
2. This order is accepted by NituLogistics by means of an explicit written confirmation or by NituLogistics starting to carry out the customs formalities. NituLogistics is never obliged to accept an order to carry out customs formalities.
3. If NituLogistics becomes familiar with information or conditions which would indicate that the client has not complied with the stated conditions and on the basis of which NituLogistics has not accepted the order to carry out customs formalities, NituLogistics is at all times entitled to end this order and not carry this out (any further), which may or may not be set out in an additional agreement and/or authorisation, without any obligation to pay damages.

Remunerations and other Costs

All prices quoted shall be based on the prices that apply at the time of the offer (quotation). If between the time of the offer and the time of execution of the Agreement, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, NituLogistics is entitled to pass on this increase to the client.

NituLogistics must be able to prove the changes.

1. If NituLogistics charges all-in or fixed rates, these rates shall be deemed to include all costs that, in the normal process of handling the order, are for the account of the NituLogistics.
2. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.
3. In the event of circumstances that are of such a nature that when concluding the Agreement it was not deemed necessary to take into account the risk that they could occur, that cannot be attributed to NituLogistics and that significantly increase the costs of the Services being performed, NituLogistics is entitled to an additional payment. Where possible, NituLogistics shall consult in advance with the Client. In such a case, the additional payment shall consist of the additional costs that the Freight Forwarder has had to incur in order to perform the Services, plus an additional payment for the services to be performed by NituLogistics.
4. Expenses of an exceptional nature and higher wages arising whenever Third Parties, by virtue of any provision in the relevant agreements between NituLogistics and Third Parties, load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays in the country where the Service is being carried out, shall not be included in the agreed prices, unless specifically stated. Any such costs shall therefore be remunerated by the Client to the Freight Forwarder.

5. Other than in cases of deliberate recklessness on the part of NituLogistics, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as demurrage, waiting times, etc. will be faced by the Client, even when the Freight Forwarder has accepted the bill of lading and/or the charter party from which the additional costs arise without protestation. NituLogistics must make every effort to avoid these costs.

Insurance

1. Insurance of any kind shall only be arranged at the Client's expense and risk following acceptance by the Freight Forwarder of the Client's explicit written order, in which the Client clearly specifies the goods to be insured and the value to be insured. A mere statement of the value or the interest is not enough.
2. The Freight Forwarder will take out the insurance (or arrange for this to be taken out) through an insurer / insurance broker / insurance intermediary. NituLogistics is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.
3. As an intermediary company, NituLogistics is not held liable for any damage, times or other issues that may happen to the freight. The Third Party should then be liable for any monetary consequences.

Execution of the Agreement

Delivery date, method of delivery and route

1. The mere statement by the Client of a time for delivery shall not legally bind NituLogistics. Arrival times are not strict deadlines and are not guaranteed by NituLogistics, unless agreed otherwise in writing.
2. If the Client has not given any specific instructions about this with its order, the method of delivery and route shall be at NituLogistics discretion and NituLogistics may at all times accept the documents customarily used by the firms it contracts for the purpose of carrying out its orders.

Commencement of the Services

1. The Client is obliged to deliver the Goods to NituLogistics or a Third Party in suitable packaging to the agreed location, at the agreed time and in the manner agreed.
2. In respect of the Goods, as well as in respect of the handling thereof, the Client is obliged to supply NituLogistics in good time with any details and documents that it knows or ought to know, are of importance NituLogistics. If the Goods and/or activities are subject to governmental provisions, including customs and excise regulations and tax rules, the Client must provide all information and documents, in good time, that are required by NituLogistics in order to comply with those provisions.
3. The Client guarantees that the information and documents that it provides are correct and complete and that all instructions and Goods that are made available comply with current legislation. NituLogistics shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.

4. NituLogistics is not responsible for wrong customer information resulting in illegal freight, unknown by NituLogistics.

Goods Handling

1. All operations such as inspecting, sampling, taring, tallying, weighing, measuring, etc. and receiving goods subject to appraisal by a court-appointed expert, shall take place only on the Client's specific instructions and upon remuneration of the costs thereof.
2. NituLogistics shall be entitled, but not obliged, on its own authority and at the Client's expense and risk, to take all such actions as it deems necessary in the Client's interest. Where possible, NituLogistics shall consult in advance with the Client. If this is not possible, NituLogistics shall take the measures that seem to it to be in the best interests of the Client.
3. NituLogistics is not an expert with respect to the Goods. NituLogistics shall therefore in no way be liable for any damage that arises from or that is related to any notification by NituLogistics with regard to the state, nature or quality of the Goods; nor shall the company be under any obligation to ensure that the shipped Goods correspond with the samples.

Liability

1. All Services shall be at the Client's expense and risk.
2. NituLogistics shall not be liable for any damage whatsoever, unless the Client can prove that the damage has been caused by fault or negligence on the part of the Freight Forwarder or the latter's employees.
3. The loss to be indemnified by NituLogistics shall never exceed the invoice value of the Goods, to be proved by the Client, in default whereof the market value, to be proved by the Client, at the time when the damage occurred, shall apply.
4. NituLogistics shall never be liable for lost profit, consequential loss and immaterial damage or even material damage, however that occurred.
5. If during the execution of the Agreement damage occurs for which NituLogistics is not liable, NituLogistics shall make efforts to recover the Client's damage from the party that is liable for the damage. The Freight Forwarder shall be entitled to charge to the Client the costs incidental thereto. If so requested, NituLogistics shall waive in the Client's favour its claims against Third Parties whose services it engaged for the purpose of executing the Agreement.
6. The Client shall held liable NituLogistics for any damage - including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights – suffered directly or indirectly by NituLogistics as a result of (amongst other things) the non-compliance by the Client of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident that is within the control of the Client, as well as a result of the

fault or negligence in general of the Client and/or its employees and/or Third Parties whose services the Client engages and/or Third Parties that work on behalf of the Client.

8. The Client shall indemnify NituLogistics at all times against third-party claims, including employees of both the Freight Forwarder and the Client, connected with or ensuing from the damage referred to in the previous paragraph.
9. Even where all-in or fixed rates, as the case may be, have been agreed, NituLogistics that is not a carrier but always a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the Dutch Civil Code, shall be liable, whereby the liability is governed by these Conditions.
10. If a claim is made against NituLogistics by the Client outside of the Agreement in respect of the damage that occurs during the execution of the Services, then the NituLogistics liability shall be limited to the liability under the Agreement.

Force majeure

1. In the event of Force Majeure, the Agreement shall remain in force; NituLogistics obligations shall, however, be suspended for the duration of the Force Majeure.
2. All additional costs caused by Force Majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Client and shall be paid to NituLogistics at the latter's first request.

Refusal of carriers

1. If the carriers refuse to sign for quantity, weight, etc., NituLogistics shall not be liable for the consequences thereof.

Imperative law

The Agreement to organise transportation of goods

1. These Conditions shall not affect articles 8:61 paragraph 1, 8:62 paragraphs 1 and 2 and 8:63 paragraphs 1,2 and 3 of the Dutch Civil Code.

Payment conditions

1. The Client shall pay to NituLogistics the agreed remunerations and other costs, freights, duties, etc. ensuing from the Agreement upon commencement of the Services, unless agreed otherwise.
2. The risk of exchange rate fluctuations shall be borne by the Client.
3. The amounts referred to in paragraph 1 shall also be due if damage has occurred during the execution of the Agreement.
4. If, in contravention of paragraph 1 of this article, NituLogistics allows deferred payment, NituLogistics shall be entitled to make a credit limit charge.
5. In the event of termination or dissolution of the Agreement, all claims of NituLogistics - including future claims - shall be due and payable forthwith and in full in any case, if:

- - The Client offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to the Freight Forwarder, ceases to trade or - where the Client is a legal entity or corporate body - if the legal entity or the corporate body is dissolved.
6. Upon first demand by NituLogistics, the Client must provide security for the amount owed or that shall be owed by the Client to NituLogistics. This obligation remains if the Client also has to provide or has provided security in relation to the amount owed.
 7. NituLogistics shall not be obliged, from its own means, to provide security for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand from NituLogistics to provide security shall be faced by the Client. If the NituLogistics has provided security from of its own means, it may demand that the Client immediately pays the amount for which security has been provided.

Where possible, NituLogistics shall consult in advance with the Client. If no timely prior consultation is possible, NituLogistics will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

8. The Client shall at all times be obliged to indemnify NituLogistics for any amounts to be levied or additionally demanded by any authority in connection with the Agreement, as well as any related fines imposed upon NituLogistics. The Client shall also reimburse the said amounts to NituLogistics if a Third Party brought in by NituLogistics demands payment for the said amounts within the framework of the Agreement.
9. The Client shall at all times indemnify NituLogistics for any amounts, as well as for all additional costs that may be claimed or additionally claimed from NituLogistics in connection with the order, as a result of incorrectly levied freight and costs.
10. It shall not be permissible for claims receivable to be set off against payment of remunerations arising from the Agreement on any other account in respect of the Services owed by the Client or of other costs chargeable against the Goods with claims of the Client or suspension of the aforementioned claims by the Client.

Allocation of payments and judicial and extrajudicial costs

1. Cash payments shall be deemed in the first place to have been made on account of non-preferential debts.
2. NituLogistics shall be entitled to charge to the Client extrajudicial and judicial costs for collection of the claim. The extrajudicial collection costs are owed as from the time at which the Client is in default and these amount to 20% of the claim, with a minimum of € 300.00.

Sureties

1. NituLogistics has the right to refuse the delivery of Goods, documents and monies, for whatever reason and with whatever destination and without giving any reasonings, in respect of the other party.
2. NituLogistics has a right of retention in respect of all Goods, documents and monies that NituLogistics holds or will hold for whatever reason and with whatever destination, for all claims the NituLogistics has or might have in future on the Client and/or the owner of the Goods, including in respect of all claims which do not relate to those Goods.
3. NituLogistics has a right of lien in respect of all Goods, documents and monies that NituLogistics holds or will hold for whatever reason and with whatever destination, for all claims NituLogistics has or might have in future on the Client and/or the owner of the Goods.
4. NituLogistics shall regard anyone who, on behalf of the Client, entrusts Goods to NituLogistics for performing Services, as the Client's agent for creating a lien on those Goods.
5. If when settling the invoice a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then at the discretion of NituLogistics, the Client or the party that demands delivery at the request of NituLogistics is obliged to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.
6. NituLogistics can also exercise the rights outlined in this article (right of lien, right of retention and right to refuse delivery) for what is still owed to it by the Client in relation to previous orders and for any amounts payable by way of delivery C.O.D. in respect of the Goods.
7. The sale of any security shall take place at the account of the Client in the manner prescribed by law or - if there is consensus thereon - privately.
8. At NituLogistics' first request, the Client shall furnish security for costs paid or to be paid by NituLogistics to Third Parties or government authorities and other costs that NituLogistics incurs or anticipates incurring, on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.
9. In the absence of documents, NituLogistics is not obliged to give indemnities or furnish securities. If NituLogistics has given indemnification or furnished security, the Client is obliged to indemnify the company from all consequences thereof.

Final provisions

Termination of the Agreement

1. NituLogistics can terminate the Agreement with immediate effect in the event the Client:
 - - discontinues its profession or business largely or in full;
 - - loses the power to dispose of its assets or a substantial part thereof;
 - - loses its legal personality, is dissolved or effectively liquidated;
 - - is declared bankrupt

- - offers an agreement excluded from the bankruptcy proceedings;
- - applies for moratorium on payment;
- - loses the power to dispose of its goods or a substantial part thereof as a result of seizure.

2. If the Client consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered, NituLogistics can dissolve the Agreement with immediate effect in full or in part after, by registered letter, stipulating a deadline to the Client of at least fourteen days for fulfilment of the obligations and upon expiry of that deadline, the Client has not yet fulfilled its obligations. If, by stipulating such a period, NituLogistics interests in the undisturbed conduct of its business would be impaired disproportionately, NituLogistics may dissolve the Agreement without observing a time limit.

3. Neither of the Parties may dissolve the Agreement if, considering its special nature or limited significant, the failure does not justify dissolution with all implications thereof.

Proceedings against Third Parties

1. Legal and arbitration proceedings against Third Parties shall not be conducted by the NituLogistics unless it agrees to do so at the Client's request and at the latter's expense and risk.

Prescription and limitation

1. Every claim is subject to prescription by the expiry of a period of five months.
2. Every claim vis-a-vis NituLogistics shall be time-barred by the mere expiry of a period of 12 months.
3. The aforementioned periods of time for claims with regard to damage, value depreciation or loss of the Goods, commence on the day following the day on which the Goods are delivered by NituLogistics or should have been delivered.

Choice of law

1. All Agreements to which these Conditions apply are governed by Dutch law.
2. The place of payment and settlement of claims shall be at NituLogistics place of business.

© Copyright NituLogistics, 2019

All rights reserved. These conditions may not be published, copied or reproduced in any form without the written permission of NituLogistics.