

## GENERAL CONDITIONS OF FRACHTCONTOR JUNGE B.V. OF ROTTERDAM

(hereafter called: 'Junge')

registered – in Dutch, English and German – with the District Court of Rotterdam

*(The registered documents are available upon request.)*

### 1.1

These conditions apply to all offers of and agreements with Junge for the execution of work by Junge (including the providing of services by Junge).

### 1.2

The customer accepts the applicability of these Conditions for future assignments to and agreements with Junge.

### 2.1

Unless explicitly otherwise agreed in the relevant case, Junge shall only execute its work as the direct or indirect representative of its customer/principal. Junge therefore does not, in principle, undertake to carry out transport on instruction of its customer, but Junge undertakes, in principle, to instruct the carrying out of transport on instruction of its customer; Junge does not undertake, in principle, to carry out stevedore work on instruction of its customer, but Junge undertakes, in principle, to instruct the carrying out of stevedore work on instruction of its customer, etc.

### 3.1

Junge is not liable for damage, loss, claims of third parties, fines and/or costs, arising in any manner whatsoever, unless the customer proves that such damage, loss, claims of third parties, fines and/or costs were caused by the intent or wilful misconduct of Frachtcontor Junge B.V. itself or of personnel of Junge charged with the management of the performance of the agreement or the execution of the work.

### 3.2

If Junge is nevertheless liable (on the basis of 3.1), it shall only compensate material damage to goods or loss of goods, up to a maximum of EUR 25,000 per event or series of events with one and the same cause. Junge is never liable for other damage or loss, such as loss of profit, trading loss, costs, indirect damage or indirect loss.

### 3.3

Without prejudice to the above provisions regarding Junge's liability, the customer shall indemnify Junge against all claims of third parties vis-à-vis Junge or shall indemnify Junge against damage paid or owed to

third parties in connection with the work which Junge carries out or is to carry out on behalf of the customer, or with damage, costs and/or losses caused by (personnel of) the customer or by (personnel of) third parties for whose actions or omissions the customer is responsible. This duty of indemnity of the customer also covers all costs which arise in this respect on the part of Junge, including all costs connected with legal assistance.

#### 4.1

Junge has a right of pledge and a right of retention in respect of all goods, documents and monies which are in Junge's possession under any heading and for any purpose whatsoever, in respect of anyone who demands the issue of such items, with regard to all claims which Junge has on the customer and/or the owner. Junge can also exercise these rights in respect of what the customer still owes him in connection with previous assignments.

#### 4.2

The customer waives any right of retention, right of suspension and right of settlement in respect of amounts owed by either party.

#### 5.1

Junge's invoices must be paid within 30 days after the invoice date. Any objections to the amounts charged must be submitted to Junge in writing within 14 days after the invoice date; in the event of failure to do so, the amounts charged shall be deemed as accepted and denial that such is owed shall no longer be possible.

#### 5.2

As of the day when the customer defaults on the payment of any money he owes, he shall owe Junge a (composite) default interest of 1.5 % per month or part of a month over which the default continues.

#### 5.3

Furthermore, in the event of default the customer is bound to pay the extrajudicial collection costs in full. These costs are deemed to be at least 15% of the outstanding amount and at least EUR 1,000.

#### 6.1

Every claim vis-à-vis Junge shall in any event lapse if such claim has not been enforced within six months after its arising.

#### 6.2

All agreements between Junge and the customer are governed by Dutch law. All disputes existing between Junge and the customer shall exclusively be adjudicated by the competent court in Rotterdam.

## 7.1

Insofar as such are not contrary to the above provisions, and without prejudice to what is stipulated in 2.1 above, the following - depending on the nature of the work to be carried out by Junge in the given case – also apply:

- with regard to the carrying out of work as shipbroker and/or ship's agent: the "General Conditions and Rules for Dutch Shipbrokers and Agents 2009" [Algemene Nederlandse Cargadoorsvoorwaarden 2009], registered with the District Courts of Amsterdam, Dordrecht, Groningen, Leeuwarden, Middelburg and Rotterdam;
- with regard to forwarding work and other work not mentioned by name in this clause: the "(FENEX) Dutch Forwarding Conditions 2004" [(FENEX) Nederlandse Expeditievoorwaarden 2004], registered with the District Courts of Amsterdam, Arnhem, Breda and Rotterdam;

## 8.1

In the event of deviation between the Dutch text of these General Conditions of Frachtcontor Junge B.V. or of other conditions to which reference is made and any translation made thereof, or in the event the Dutch text or any translation thereof can be interpreted in a different manner, the Dutch text and/or the interpretation of the Dutch text shall be decisive.

## 9.1

A copy of these General Conditions and of conditions set out in 7.1, when relevant, will be furnished upon request, free of charge.