



8 EVENT FREIGHT B.V.

CONDITIONS

The latest version of the Dutch Forwarding Conditions ("Fenex Conditions") as filed by the Netherlands Association for Forwarding and Logistics (Fenex) at the office of the District Court in Amsterdam, Arnhem, Breda and Rotterdam applies to all activities of 8 EVENT FREIGHT. The Fenex Conditions do not cover every aspect of the full service package of 8 EVENT FREIGHT Logistics and, therefore, additional conditions shall apply in these cases. The Fenex Conditions and the additional Conditions of 8 EVENT FREIGHT are listed below.

CONDITIONS OF 8 EVENT FREIGHT BV

A. General

1. Definitions:

8 EVENT FREIGHT BV, provides logistics services for trade fairs, exhibitions and sport events on the instruction of organizers, stand builders, exhibitors, etc.

Client: a company or organization that has instructed 8 EVENT FREIGHT to perform work.

Exhibitor: a company or organization that takes part in a trade fair, exhibition or event.

Stand builder: builds a stand on the instructions of an exhibitor, and, if requested, sets up the display.

Hall lessor/manager: the owner of a hall complex who leases exhibition space to a trade fair organizer or trade fair exhibitors.

organizer: a company or organization that organizes events and exhibitions in hall complexes and that is not the owner of the hall complex.

2. 8 EVENT FREIGHT shall be present on location during the normal working hours and days. At its discretion, 8 EVENT FREIGHT may perform work at different times, subject to a surcharge. All additional costs related to the work performed outside of the normal working hours, such as travelling time and waiting time, shall be charged to the client on the basis of the actual costs incurred.

3. If the client requests materials not present at the trade fair location, these materials can be provided on request if available. The client shall be charged for the cost of delivery and removal and the daily rental charge.

B. Representative

Unless agreed otherwise, any person who instructs 8 EVENT FREIGHT to carry out activities will be deemed to be the authorized representative of the exhibitor / stand builder / organizer for whom the services are being provided. This representative declares that he/she agrees with both the Fenex Conditions and the Conditions of 8 EVENT FREIGHT BV. Unless agreed otherwise, 8 EVENT FREIGHT will deem this representative to be the person authorized to give instructions and directions while the work is being performed.

C. Provision of services

1. The client shall bear the expense and the risk of the work performed by 8 EVENT FREIGHT.

2. If goods are addressed to 8 EVENT FREIGHT, 8 EVENT FREIGHT will deem this to be an order and shall handle/deliver the goods accordingly (after payment)



in cash where deemed necessary). The costs of this service will be charged to the exhibitor / stand builder / organizer.

3. 8 EVENT FREIGHT reserves the right to suspend the activities, such as loading and unloading, if:

- a. it is not clear on whose instructions the work is being performed;
- b. the shipment details are unclear and/or incomplete;
- c. the goods are in such a condition that further handling of these goods could result in damage / further damage to goods and/or third parties and/or cause injury to persons;
- d. the material required is not available;
- e. this has resulted or could result in damage of any nature;
- f. the instructions of 8 EVENT FREIGHT personnel have not been correctly followed;
- g. the location at which the work is to be performed is not accessible or not available.

D. Client's responsibilities

1. Goods are not insured, client needs to arrange a (transport) insurance by himself
2. The client is responsible for the situation in and around the stand that will enable 8 EVENT FREIGHT to perform the work at the agreed times.
3. The exhibitor/stand builder shall be present to provide guidance and instructions while the work is being performed.
4. The client is responsible for providing written instructions on the work that is to be performed.

E. Responsibilities/liability of 8 EVENT FREIGHT BV

1. Unless agreed otherwise, 8 EVENT FREIGHT shall deliver goods directly to the stand, after which the exhibitor / stand builder shall bear the expense and risk of these goods.
2. 8 EVENT FREIGHT shall under no circumstances be held liable for damage to or loss of goods left unattended in trade fair halls and/or stand locations.
3. 8 EVENT FREIGHT is not liable for the contents of the parcels.
4. 8 EVENT FREIGHT is not liable for the number of parcels loaded from the stand or placed in storage.
5. 8 EVENT FREIGHT is not liable for damage or loss arising from incorrect labelling of the goods that are to be transported or loaded under the direction of 8 EVENT FREIGHT.
6. Unless agreed otherwise, 8 EVENT FREIGHT is not liable for the incorrect loading of the goods in the absence of the client.
7. 8 EVENT FREIGHT is not liable for damage arising from the use of unsuitable transport equipment by the client.
8. 8 EVENT FREIGHT is not liable for damage that arises as the result of improper stowage if the client or a party acting on the client's behalf or another interested party has not provided instructions or has provided inadequate instructions and if 8 EVENT FREIGHT has not been informed of the objections to the manner of stowage in writing at the time of the performance of the work.
9. 8 EVENT FREIGHT is not liable for damage that arises as the result of the breakdown of hoists, lifting equipment or other equipment, unless the equipment belongs to



8 EVENT FREIGHT and it can be shown that the equipment was not in proper working order or did not meet government requirements or, in the absence of government requirements, did not meet the requirements that could reasonably be expected.

10. 8 EVENT FREIGHT is not liable for loss or damage caused by another party working on the grounds of the trade fair, whether or not under the orders of the hall managers or trade fair organizers.

11. 8 EVENT FREIGHT shall only consider claims if the damage is reported to the office immediately when it occurs, but in any case before the goods leave the grounds of the trade fair so that 8 EVENT FREIGHT has the opportunity to record that damage and have a professional assessment made if it deems this necessary.

F. Instructions of hall managers/trade fair organizers

1. Handling of the participants' goods and packaging, such as internal transport and storage on the instructions of hall managers, trade fair organizers or other interested parties, shall be charged to the stand builder / exhibitor.

2. Costs for the activities arising from changes to the construction and dismantling times, location, etc. shall be charged to the stand builder / exhibitor.

G. Storage of packaging

1. 8 EVENT FREIGHT is not liable for the nature, quality or quantity of packaging material collected from the stand during the setup of a trade fair.

2. 8 EVENT FREIGHT reserves the right to, upon completion of the work order, store the packaging material at a site to be selected by 8 EVENT FREIGHT. The location of this site will not affect the application of the packaging surcharges.

3. When placing the order, it must be made clear whether and to what extent the packaging will be empty or full.

4. 8 EVENT FREIGHT provides no guarantee for the time at which the packaging will be returned to the stand.

5. Packaging is usually stored in areas that cannot be securely locked; 8 EVENT FREIGHT is not liable for damage or loss that may arise as a consequence.

6. The packaging storage area is not accessible to the client.

7. At the end of the trade fair, the packaging will be brought back to the stand, at which time the responsibility for the packaging will transfer to the exhibitor.

H.Storage

1. 8 EVENT FREIGHT is not liable for the nature, quality or quantity of goods that the client has requested 8 EVENT FREIGHT to place into storage.

2. If stored goods damage the property of third parties or materials or buildings, the costs arising from this damage will be charged to the client.

3. The storage area will be accessible during normal working hours; access will be provided upon approval of and under the supervision of a 8 EVENT FREIGHT employee.

4. Entering the storage area is at the visitor's own risk. Visitors to the storage area must respect all 8 EVENT FREIGHT instructions and regulations.

5. The client shall bear the costs related to the supervision of the visit to the storage area.

6. The client is liable for any direct or indirect damage caused by the client or any person falling under the client's responsibility.



DUTCH FORWARDING CONDITIONS

GENERAL CONDITIONS OF FENEX (Netherlands Association for Forwarding and Logistics)

deposited at the Registry of the District Courts at Amsterdam and Rotterdam on 1 May 2018

© Copyright FENEX, 2018

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

CONTENTS

Definitions	2
Definitions.....	2
Scope	2
Scope	2
Third Parties	2
Conclusion of the Agreement.....	2
Conclusion of the Agreement	2
Customs work.....	2
Remunerations and other costs.....	2
Remunerations.....	2
Insurance	3
Insurance.....	3
Execution of the Agreement	3
Delivery date, method of delivery and route.....	3
Commencement of the Services	3
Goods Handling	3
Liability.....	3
Liability.....	3
Force majeure	3
Refusal of carriers.....	3
Imperative law.....	3
The Agreement to organize transportation of goods.....	3
Payment	3
Payment conditions.....	3
Allocation of payments and judicial and extrajudicial costs	4
Sureties	4
Final provisions.....	4
Termination of the Agreement	4
Proceedings against Third Parties	4
Prescription and limitation	4
Choice of law.....	4
Reference title.....	4



Disputes	4
Arbitration.....	4

Definitions

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 Freight Forwarder 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. **Services:** all activities and work, in any form and by whatever name, including those performed by the Freight Forwarder for or on behalf of the Client;
3. **Freight Forwarder:** the natural or legal person who performs Services on behalf of the Client and who uses these Conditions; this person is not exclusively understood to be the Freight Forwarder referred to in Book 8 of the Dutch Civil Code;
4. **Client:** every natural or legal person who provides the Freight Forwarder with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment;
5. **Agreement:** the agreement entered into by the Freight Forwarder and Client in respect of the Services to be performed by the Freight Forwarder, of which these Conditions form part;
6. **Force majeure:** all circumstances that the Freight Forwarder has reasonably been unable to avoid and in respect of which the Freight Forwarder has reasonably been unable to prevent the consequences.;
7. **Conditions:** these Dutch Forwarding Conditions.
8. **Good/Goods:** the goods to be made available or made available to the Freight Forwarder, its agent or Third Parties by or on behalf of the Client, for the purpose of executing the Agreement.

Scope

Scope

1. These Conditions govern all offers, agreements, legal acts and actual acts relating to Services to be performed by the Freight Forwarder, insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between the parties, including once the Agreement has ended.
2. Insofar as 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 (legally permissible) that is the closest to the purport of the void or voided stipulation. Third Parties The Client gives the Freight Forwarder 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. At the Client's request, the Freight Forwarder is obliged to provide (a copy of) the (general) terms and conditions under which it has entered into a contract with those Third Parties.



Conclusion of the Agreement

Conclusion of the Agreement

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

Customs work

Customs work

1. The provision of information to the Freight Forwarder, 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 the Freight Forwarder by means of an explicit written confirmation or by the Freight Forwarder starting to carry out the customs formalities. The Freight Forwarder is never obliged to accept an order to carry out customs formalities.
3. If the Freight Forwarder becomes familiar with information or conditions which would indicate that the Client has not complied with article 9 paragraph 3 of these Conditions (has provided incorrect and/or incomplete information and/or documents) and on the basis of which the Freight Forwarder has not accepted the order to carry out customs formalities, the Freight Forwarder 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 authorization, without any obligation to pay damages.

Remunerations and other costs

Remunerations

1. 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, the Freight Forwarder is entitled to pass on this increase to the Client. The Freight Forwarder must be able to prove the changes.
2. If the Freight Forwarder 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 Freight Forwarder.
3. 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.
4. 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 the Freight Forwarder and that significantly increase the costs of the Services being performed, the Freight Forwarder is entitled to an additional payment. Where possible, the Freight Forwarder 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 - deemed fair and equitable – for the services to be performed by the Freight Forwarder.



5. Expenses of an exceptional nature and higher wages arising whenever Third Parties, by virtue of any provision in the relevant agreements between the Freight Forwarder 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.

6. Other than in cases of intent or deliberate recklessness on the part of the Freight Forwarder, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as demurrage, waiting times, etc. shall be borne 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. The Freight Forwarder must make every effort to avoid these costs.

Insurance

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. The Freight Forwarder is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.

3. When the Freight Forwarder uses equipment, such as derricks, cranes, fork-lift trucks and other machines to perform the Services that do not form part of its usual equipment, the Freight Forwarder shall be entitled to take out insurance at the Client's expense to cover the Freight Forwarder's risks arising from the use of such equipment. Where possible, the Freight Forwarder shall consult in advance with the Client about the use of such equipment. If no timely prior consultation is possible, the Freight Forwarder will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

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 the Freight Forwarder. Arrival times are not strict deadlines and are not guaranteed by the Freight Forwarder, 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 the Freight Forwarder's discretion and the Freight Forwarder 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 the Freight Forwarder 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 the Freight Forwarder in good time with any details and documents that it knows or ought to know, are of importance to the Freight Forwarder. 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 the Freight Forwarder 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. The Freight Forwarder shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.

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 Notwithstanding the provisions in paragraph 1, the Freight Forwarder 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, the Freight Forwarder shall consult in advance with the Client. If this is not possible, the Freight Forwarder shall take the measures that seem to it to be in the best interests of the Client and shall inform the Client of the measures taken and the associated costs, as soon as this is reasonably possible.

3. The Freight Forwarder is not an expert with respect to the Goods. The Freight Forwarder shall therefore in no way be liable for any damage that arises from or that is related to any notification by the Freight Forwarder with regard to the state, nature or quality of the Goods; nor shall the Freight Forwarder be under any obligation to ensure that the shipped Goods correspond with the samples.

Liability

Liability

1. All Services shall be at the Client's expense and risk.

2. Without prejudice to the provisions in Article 17, the Freight Forwarder 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 Freight Forwarder's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, the liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.

4. The loss to be indemnified by the Freight Forwarder 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.

5. The Freight Forwarder shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.

6. If during the execution of the Agreement damage occurs for which the Freight Forwarder is not liable, taking into account the provisions in Article 19 of these Conditions, the Freight Forwarder 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, the Freight Forwarder shall waive in the Client's favor its claims against Third Parties whose services it engaged for the purpose of executing the



Agreement.

7. The Client shall be liable vis-a-vis the Freight Forwarder 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 the Freight Forwarder 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 the Freight Forwarder 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, the Freight Forwarder 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 the Freight Forwarder by the Client outside of the Agreement in respect of the damage that occurs during the execution of the Services, then the Freight Forwarder's liability shall be limited to the liability under the Agreement.

11. If to defend its liability for conduct of a Third Party or employee the Freight Forwarder derives a defense from the Agreement vis-a-vis the Client, then if it is held liable by the Client under this defense, a Third Party or employee can invoke this defense as if the Third Party or employee were also party to the Agreement.

12. In the event a Freight Forwarder is held liable outside of the Agreement with regard to damage to or loss of a Good or delay in delivery by someone who is not party to the Agreement or a transport agreement entered into by or on behalf of the Freight Forwarder, then the Freight Forwarder has no further liability than it would have under the Agreement.

Force majeure

1. In the event of Force Majeure, the Agreement shall remain in force; the Freight Forwarder's 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 the Freight Forwarder at the latter's first request.

Refusal of carriers

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

Imperative law

The Agreement to organize 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

Payment conditions

1. The Client shall pay to the Freight Forwarder 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, the Freight Forwarder allows deferred payment, the Freight Forwarder shall be entitled to make a credit limit charge.
5. In the event of termination or dissolution of the Agreement, all claims of the Freight Forwarder - including future claims - shall be due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if:
 - the bankruptcy of the Client is announced, the Client applies for suspension of payment or otherwise loses the unrestricted disposition over a significant part of its assets;
 - 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 the Freight Forwarder, the Client must provide security for the amount owed or that shall be owed by the Client to the Freight Forwarder. This obligation remains if the Client also has to provide or has provided security in relation to the amount owed.
7. The Freight Forwarder 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 the Freight Forwarder to provide security shall be borne by the Client. If the Freight Forwarder 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, the Freight Forwarder shall consult in advance with the Client. If no timely prior consultation is possible, the Freight Forwarder 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 the Freight Forwarder 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 the Freight Forwarder. The Client shall also reimburse the said amounts to the Freight Forwarder if a Third Party brought in by the Freight Forwarder demands payment for the said amounts within the framework of the Agreement.
9. The Client shall at all times indemnify the Freight Forwarder for any amounts, as well as for all additional costs that may be claimed or additionally claimed from the Freight Forwarder 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 nonreferential debts.
2. The Freight Forwarder 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 10% of the claim, with a minimum of € 100.00.

Sureties

1. The Freight Forwarder has the right to refuse the delivery of Goods, documents and monies, that the Freight Forwarder has or will obtain, for whatever reason and with whatever destination, in respect of another party.
2. The Freight Forwarder has a right of retention in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder 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. The Freight Forwarder has a right of lien in respect of all Goods, documents and monies that the Freight Forwarder holds or will hold for whatever reason and with whatever destination, for all claims the Freight Forwarder has or might have in future on the Client and/or the owner of the Goods.
4. The Freight Forwarder shall regard anyone who, on behalf of the Client, entrusts Goods to the Freight Forwarder 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 the Freight Forwarder, the Client or the party that demands delivery at the request of the Freight Forwarder 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. The Freight Forwarder 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 the Freight Forwarder's first request, the Client shall furnish security for costs paid or to be paid by the Freight Forwarder to Third Parties or government authorities and other costs that the Freight Forwarder incurs or anticipates incurring, on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.
9. In the absence of documents, the Freight Forwarder is not obliged to give indemnities or furnish securities. If the Freight Forwarder has given indemnification or furnished security,



the Client is obliged to indemnify the Freight Forwarder from all consequences thereof.

Final provisions

Termination of the Agreement

1. The Freight Forwarder 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 Freight Forwarder 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 in accordance with article 11, the Client can dissolve the Agreement with immediate effect in full or in part after:

- it has notified the Freight Forwarder by registered letter with reasons how the Freight Forwarder has failed to comply, stipulating a period of time of at least thirty days for fulfilment of the obligations, and;
- on expiry of that deadline, the Freight Forwarder has not yet fulfilled the obligations.

3. 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, the Freight Forwarder can dissolve the Agreement with immediate effect in full or in part after, by registered letter, it has stipulated 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, the Freight Forwarder's interests in the undisturbed conduct of its business would be impaired disproportionately, the Freight Forwarder may dissolve the Agreement without observing a time limit.

4. 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 Freight Forwarder unless it agrees to do so at the Client's request and at the latter's expense and risk.

Prescription and limitation

1. Notwithstanding the provisions in paragraph 5 of this article, every claim is subject to prescription by the expiry of a period of nine months.

2. Every claim vis-a-vis the Freight Forwarder shall be time-barred by the mere expiry of a period of 18 months.

3. The periods of time stated in paragraphs 1 and 2 commence on the day following the day on which the claim has become due and payable, or the day following the day on which the prejudiced party had the knowledge of the loss. Notwithstanding the foregoing provisions, 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 the Freight Forwarder or should have been delivered.

4. In the event that the Freight Forwarder is held liable by Third Parties, including any public authority, for damages, the periods of time stated in paragraphs 1 and 2 commence as from the first of the following days:

- ☐ the day following the day on which the Third Parties have brought action against the Freight Forwarder;
- ☐ the day following the day on which the Freight Forwarder has settled the claim brought against it. If the Freight Forwarder or the Third Party whose services it has engaged objects and/or appeals, the periods of time stated in paragraphs 1 and 2 commence on the day following the day on which a final ruling has been given on the objections and/or appeal.

5. Unless the situation referred to in paragraph 4 of this article occurs, if following the term of prescription a claim is brought against one of the parties for that payable by that party to a Third Party, a new term of prescription of three months commences.

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 the Freight Forwarder's place of business.

Reference title

1. These general terms and conditions can be cited as "Dutch Forwarding Conditions".

Disputes

Arbitration

1. All disputes which may arise between the Freight Forwarder and its Other Party shall be decided by three arbitrators to the exclusion of the ordinary courts of law, in accordance with the FENEX Rules of Arbitration. The FENEX Rules of Arbitration and the current fees for the arbitration process can be read and downloaded from the FENEX website. A dispute shall exist whenever either of the parties declares that this will be so. Without prejudice to the provisions of the preceding paragraph, the Freight Forwarder shall

be at liberty to bring before the competent Dutch court in the Freight Forwarder's place of business, claims for sums of money due and payable, the indebtedness of which has not been disputed in writing by the Other Party within four weeks after the invoice date. The Freight Forwarder is also at liberty to institute interim relief proceedings for claims of an urgent nature at the competent Dutch court in the Freight Forwarder's place of business.

2. The arbitration shall be settled by three arbitrators, unless neither of the parties has submitted a request for arbitrators to be appointed and the parties have jointly informed the FENEX secretariat in writing that they wish to have the arbitration settled by an arbitrator who they have appointed jointly, appending the written declaration of the arbitrator who they have appointed jointly containing his/her acceptance of the appointment and the force and validity of the FENEX Arbitration Rules.

3. One arbitrator shall be appointed by the Chairman or the Vice-Chairman of the FENEX; the second shall be appointed by the Dean of the Bar Association of the district in which the aforesaid Freight Forwarder has its registered office; the third shall be appointed by mutual agreement between the two arbitrators so appointed.



4. The Chairman of the FENEX shall appoint an expert on forwarding and logistics; the Dean of the Bar Association shall be asked to appoint a specialized lawyer in forwarding and logistics; the third arbitrator shall preferably be an expert in the branch of trade or industry in which the Freight Forwarder's Other Party is engaged.

5. Where applicable, arbitrators shall apply the provisions of international transport conventions, including the Convention on the Contract for the International Carriage of Goods by Road (CMR).

**FENEX: Netherlands Association for Forwarding and Logistics, PortcityII, Waalhaven
Z.z. 19, 3rd floor, Havennummer 2235, 3089 JH Rotterdam, P.O. Box 54200, 3008 JE
Rotterdam**