

## **General conditions of Neo Logistic Services B.V. ( Barge Line TODAY - BLT )**

*These general conditions have been deposited at the "Chamber of Commerce" Zuidwest-Nederland in Breda under number 24299693 on the 26th of January 2009.*

### **1 Applicability**

- 1.1 These general conditions (BLT-conditions) apply to all legal relations between BLT and a principal and/or his representative (both: Client), irrespective of the nature of the activities, irrespective of whether BLT is obliged to perform them, and irrespective of whether the activities are carried out for payment.
- 1.2 Furthermore, to BLT's activities of a specific nature the following conditions (Branchconditions) apply:
  - *to barging* : the CBRB conditions of carriage, deposited by the CBRB (Centraal Bureau voor de Rijn- en Binnenvaart) at the Registry of the District Court of Rotterdam on May 16, 2002;
  - *to forwarding*: the Dutch Forwarding Conditions, deposited by the FENEX (Netherlands Association for Forwarding and Logistics) at the Registry of the District Court Rotterdam on July 1, 2004.These Branchconditions complement the BLT-conditions and do not apply if and in so far as the provisions of the BLT-conditions (article 2 and further) differ from them.
- 1.3 Deviations from the BLT-conditions and Branchconditions are only valid if specifically agreed upon in writing.
- 1.4 Any general conditions employed by Client are not applicable.
- 1.5 If any provision of the BLT-conditions and/or Branchconditions is null and void or annulled, the other provisions remain in full force.
- 1.6 In case of difference between the Dutch text and the English text of the BLT-conditions or of the Branchconditions, the Dutch text is decisive.
- 1.7 The text (Dutch version and English version) of the BLT-conditions and of the Branchconditions are available at [www.bargelinetoday.com](http://www.bargelinetoday.com)

### **2 Offers, price**

- 2.1 All offers are without engagement, unless the offer expressly indicates otherwise in writing.
- 2.2 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government.
- 2.3 If Client must make regular payments, BLT is entitled to adjust the applicable prices and rates by providing written notice at least three months in advance. If Client does not wish to agree to such an adjustment, Client is, within thirty days after the notice, entitled to terminate the agreement before the date on which the adjustment would have become effective.

### **3 Payment**

- 3.1 Payment by Client is made in accordance with the payment conditions stated on the invoice. In the absence of a specific provision, Client shall pay within fourteen days after the invoice date. Client is not entitled to set off or to suspend a payment.
- 3.2 In the event of failure to pay timely, Client owes statutory commercial interest (article 6:119a BW) on the outstanding amount, without notice of default being required.
- 3.3 If Client, whilst given notice of default, remains in default of payment, Client is obliged to pay for all in-court and out-of-court expenses, including expenses charged by external experts (in addition to the costs determined by law). The extent of the out-of-court expenses is determined to amount to minimally 15 percent of the total outstanding amount.

- 3.4 In the event of default of payment, all Client's payment obligations become immediately due and payable.

#### **4 Performance**

BLT is entitled to have the work (and/or correlated activities) be performed by third parties or by persons employed by third parties.

#### **5 Termination**

- 5.1 Either party may fully or partly terminate the agreement with immediate effect without notice of default and without judicial intervention, by notice in writing, if any of the following situations occur:
- a. the other party applies for a suspension of payment or the other party is granted a suspension of payment;
  - b. the other party files a petition for (his own) bankruptcy or the other party is adjudicated bankrupt;
  - c. the other party's company is dissolved or liquidated, otherwise than for the purpose of a reconstruction or merger of companies.
- 5.2 Furthermore BLT is entitled to the measure of article 5.1 if the control over Client's enterprise changes.
- 5.3 The party terminating as meant in 5.1 and 5.2 shall never be obliged to pay any compensation.

#### **6 Force Majeure**

Circumstances that in any event are not for BLT's account are: actions, except willful intent or gross negligence, of persons whose services BLT employs in the implementation of the contract; unsuitability of goods BLT uses in the implementation of the contract; strikes; lockouts; illness; import, export and/or transit bans; transport problems; non-performance of obligations by suppliers; production stoppages at terminals; congestion; nature and/or nuclear disasters and war and/or threat of war.

#### **7 Liability**

- 7.1 BLT's liability as a result of an attributable breach of contract occurs only if Client forthwith sends a proper notice of default, giving BLT a reasonable period in which to remedy the failure, and if BLT continues to be in attributable breach of contract after lapse of that period.
- 7.2 BLT's total liability as a result of an attributable breach of contract is limited to compensation of direct damage to the maximum extent of the amount (excluding VAT) stipulated in that contract for the BLT service.
- 7.3 BLT's total liability for damage as a result of death or personal injury or of material damage to objects shall never exceed the amount that is awarded under BLT's liability insurance to be decreased by BLT's franchise amount.
- 7.4 BLT's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, and damage ensuing from claims by Client's customers, is excluded.
- 7.5 BLT is in no event liable for *detention* and *demurrage*.
- 7.6 In as far as third parties and their employees, referred to in article 4, are liable towards Client, they may invoke all provisions regarding exclusion and limitation of liability, formulated in the BLT-conditions and in the Branchconditions.

## **8 Time bar**

Any claim of Client towards BLT is barred by the mere lapse of six months after the claim has arisen, unless such claim is made subject to litigation in accordance with article 9-2.

## **9 Applicable law, disputes**

9.1 All contracts between BLT and Client are governed by Dutch law.

9.2 All disputes arising in connection with the present contract or further contracts resulting there from, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut), by an arbitral tribunal composed of one arbitrator or three arbitrators according to the choice of the party requesting arbitration to be appointed by the Administrator of the Netherlands Arbitration Institute following the list-procedure of article 14 Arbitration Rules. The place of arbitration shall be Rotterdam, the Netherlands. The arbitral procedure shall be conducted in the Dutch language (in case of a national arbitration) or in the English language (in case of an international arbitration). The arbitral tribunal shall decide according to the rules of law.