

General terms and conditions of

JCL Logistics Benelux B.V.

(Chamber of Commerce: 09034552)



1. **Definitions**
- In these terms and conditions the terms listed below have the following meaning:
- 1.1 "JCL": JCL Logistics Benelux B.V.
- 1.2 "Transport activities": the execution of national and international carriage of goods by road, such as agreed upon between the principal and JCL.
- 1.3 "Forwarding activities": the forwarding of goods by road, by railway, by plane, overseas and over inland waterways, possibly in conjunction with the performance of related customs formalities, such insofar as agreed upon between the principal and JCL.
- 1.4 "Logistic services": unloading, entry, storage, removal, loading, stock management, assemblage ("value added services"), order processing, handling for dispatch, billing, exchange of information and information management relating to goods and any other activities carried out by JCL that do not fall within the scope of definition of transport activities or forwarding activities, such as agreed upon between the principal and JCL.
- 1.5 "Dangerous good": a substance which is known to have such characteristics that it constitutes a special hazard of a serious nature to persons or property, including in any event substances that are explosive, flammable, oxidizing or poisonous and substances that were designated as such in or by order in council under Dutch law.
2. **General provisions**
- 2.1 These general terms and conditions are applicable to all offers made by JCL, agreements concluded whereby JCL is a party for the purpose of executing this or performing the legal acts and factual acts in connection therewith, unless the contrary has been expressly agreed upon in writing.
- 2.2 Unless the contrary has been expressly agreed upon in writing, the applicability of general terms and conditions used by the principal is excluded.
- 2.3 The nullification or nullity of any clause in these general terms and conditions does not affect the validity of the remaining clauses.
- 2.4 Any offers made by JCL are free of obligation and can be withdrawn without a set form, even after acceptance thereof by the principal. However, withdrawal after acceptance by the principal must be effected without delay.
- 2.5 Any change or addition to the order will bind JCL only after its written confirmation. Any directions, instructions, and the like given by the principal to servants or employees of JCL after the agreement has been concluded will not bind JCL, unless these changes, instructions and the like are confirmed by JCL in writing.
- 2.6 These terms and conditions were drawn up in various languages. In case of differences between the Dutch text and the translations the Dutch text will prevail.
- 2.7 These general terms and conditions were filed to the court registry of the Court of Arnhem and 's-Hertogenbosch, and at the Chamber of Commerce in Eindhoven, Arnhem and Rotterdam.
3. **Applicability of conditions other than these general terms and conditions**
- 3.1 In the event that JCL performs transport activities, as defined in Article 1 paragraph 2 of these general terms and conditions, the General Conditions of Transport 2002 are applicable, as filed to the court registry of the Courts of Amsterdam and Rotterdam and can be consulted via www.sva.nl/avc. If the transport activities pertain to international carriage of goods by road, the General Conditions of Transport 2002 (AVC 2002), in addition to the possibly mandatorily applicable CMR Convention, are applicable;
- 3.2 In the event that JCL performs forwarding activities, as defined in Article 1 paragraph 3 of these general terms and conditions, the Dutch Forwarding Conditions 2004, as filed to the court registry of the Courts of Amsterdam, Arnhem, Breda and Rotterdam on 1 July 2004 are applicable and can be consulted via www.fenex.nl.
- 3.3 In the event that JCL provides logistic services, as defined in Article 1 paragraph 4 of these general terms and conditions, the Physical Distribution Conditions 2000 are applicable, as filed to the court registry of the Court of Amsterdam on 1 September 2000 under file no. 177/200 and to the court registry of the Court of Rotterdam on 1 September 2000 under file no. 116/200.
- 3.4 Each of the sets of conditions mentioned in the above paragraphs will upon request be sent free of charge.
- 3.5 In case of a conflict between these general terms and conditions and the conditions mentioned under Article 3.1, 3.2 and 3.3, the conditions mentioned under Article 3.1, 3.2 and 3.3 will prevail over the general terms and conditions of JCL except for the rules on the settlement of disputes as incorporated in Article 16 of these general terms and conditions of JCL.
- 3.6 If and insofar as JCL provides other logistic activities that do not fall within the scope of the sets of conditions mentioned in Article 3.1, 3.2 or 3.3 or if, for any reason whatever, the conditions mentioned in those paragraphs, or provisions thereof were not to be deemed applicable or were to be nullified, the remaining provisions of these general terms and conditions are applicable to the legal relationship between JCL and the principal.
4. **Offers**
- 4.1 Offers issued are valid for three months as from the date of issue of the offer, unless otherwise indicated by JCL.
- 4.2 In case of changes in costs as a result of factors not to be influenced by JCL, JCL has the right to effect an interim adjustment of the rates offered.
- 4.3 Rates stated on the basis of information provided to JCL regarding volumes, frequencies and the like lose their validity if these volumes and frequencies are not realised.
- 4.4 Unless separately agreed upon, no surcharges are included in the rates offered in respect of goods that are subject to special requirements or obligations, if this leads to higher costs, or to higher liability. Specifically mentionable in this context are:
- express deliveries;
 - dangerous goods;
 - removal goods;
 - living animals;
 - goods of a strategic nature.
5. **Rates for transport activities**
- 5.1 Payment of transport activities is effected on the basis of rate weight. Rates are exclusive of VAT, unless expressly stated otherwise. The rate weight is the weight of the carriage, taking into account conversion factors described below, unless expressly agreed upon otherwise.
- 5.2 The prices are based on the rates that are applicable at the time that the agreement was entered into. In case of a subsequent increase in one or more cost price factors and/or change in the exchange rate of the euro in respect of other currencies and/or taxes, JCL is entitled to increase the initial price accordingly.
- 5.3 Loading/unloading times of effective and/or volume weight: <3,000 kg: max 0.5 hrs per address; <20,000 kg: max 1 hour per address; >20,000 kg: max 2 hrs per address. If the loading/unloading time is longer than stated above, JCL is authorized to charge additional costs in the amount of € 50,= per hour up to a maximum of € 500,= per day to the principal.
- 5.4 In case of a delay of more than two hours as a result of circumstances not attributable to JCL, JCL is authorised to charge additional costs in the amount of € 50,= per hour up to a maximum of € 500,= per day to the principal.
- 5.5 The starting points for the volume calculation are for all European countries:
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|------------------------|---|-----------|
| 1m3 | = | 333 kgs |
| 1 loading meter= | | 1,750 kgs |
| ½ europallet = 60*80= | | 375 kgs |
| 1 europallet = 80*120= | | 700 kgs |

	1 blockpallet= 100*120=	875 kgs		
5.6	For non-stackable europallets (maximum size 0.80 x 1.20 x 2.20 m) a minimum rate weight of 700 kg per pallet applies.			
5.7	The principal will specify on placement of the order if there are stackable pallets. If nothing is specified, the non-stackable rate applies. The maximum weight per separate package may amount to 23 kg. Up to 3 packages can be offered separately, as from 3 packages the goods must be offered as pallets. If the goods protrude over the edges of the pallets, the rate of the number of pallet spaces taken up by the pallet will be calculated. In case of transports the length of which exceeds 3 m and the weight is less than 1,500 kg, the applicable rate should be agreed upon.		7.2	JCL will not exchange or reimburse any pallets, unless this has been expressly agreed upon between the principal and JCL in writing.
5.8	The following costs are not included in the rates:		8.	Obligations of the principal
	a. express deliveries;			Without prejudice to the obligations that the principal must fulfil pursuant to the law, convention, Physical Distribution Conditions 2000, Dutch Forwarding Conditions 2004, General Conditions of Transport 2002 or undertakings entered into between the principal and JCL, the following obligations pertaining to the furnishing of information and documents and the packing of goods offered for dispatch specifically apply.
	b. loading or unloading at more than one address;		8.1	Instructions must be given in writing. On giving oral instructions the principal is bound to confirm the order in writing as soon as possible, in default of which JCL is authorised to terminate the agreement, or unilaterally amend the agreement, without the principal being entitled to any compensation. Only subject to the explicit written approval of JCL can the principal amend the agreement.
	c. loading or unloading on other days than week days (Monday through Friday) and on public and/or bank holidays;		8.2	The principal is obliged to furnish all statements to JCL regarding the goods and regarding the handling thereof in due course that he knows or should know are relevant to the carrier. The principal guarantees the accuracy of the data furnished by it.
	d. interim storage;		8.3	The principal guarantees that the documents needed for carrying out the instructions are duly available, save insofar as it was agreed that JCL would take care of those documents.
	e. return deliveries and administration of packing materials;		8.4	The principal is obliged to ensure that the goods, taking into account the intended method of transport and handling, are correctly and adequately packed.
	f. preparation of specific documents (such as FCR, FCT, Carnet, T-documents etc.), with JCL referring to Article 11 of these general terms and conditions;		8.5	Any package or pallet offered to JCL must be provided with a label containing a clear, accurate and complete address (name, address, postal code and place of residence) of sender and receiver.
	g. custom clearance activities;		8.6	If it is established in case of performed transport activities after delivery that the goods carried were damaged or lost or delivery did not take place at all, the principal will notify JCL on this matter, if it concerns visible losses or damage within a day of delivery, or, if it concerns invisible losses or damage, within seven days of delivery, and no later than three months after the damage or loss was established send documents to JCL evidencing the shipment value of the goods damaged and/or lost in transit.
	h. hazard surcharge in case of transport of dangerous goods;			
	i. second supply/delivery;			
	j. delay and waiting hours;			
	k. diesel surcharge;			
	l. toll levy;			
	m. veterinary/fyotosanitary inspections. These costs will be charged separately.			
6.	Cash on delivery parcels			
6.1	Cash on delivery parcels up to a maximum amount of € 1,000,- are accepted only after written instructions for that purpose and a written acceptance of these instructions by JCL. In the written instructions, in addition to the data needed for the carriage, the amount to be collected and method of payment must be laid down.			
6.2	If JCL has to act as an intermediary for the purpose of payment, a commission of 5% of the cash on delivery charges will be charged by JCL, such subject to a minimum of € 25,-.			
7.	Execution of the agreement			
7.1	JCL is free in the manner of carrying out the instructions given including the choice of (sub)carriers to be instructed, unless it has accepted specific instructions from the principal on this matter. The wishes of the principal regarding the time and duration,			
			8.7	No later than three months after the damage or loss was established, the principal shall, in case of performed transport activities, send documents to JCL evidencing the shipment value of the goods damaged and/or lost in transit.
			8.8	If, in case of performed transport activities, delivery does not take place at all on the agreed delivery date, the principal shall notify JCL on this matter within a day that delivery should have taken place.
			8.9	In case of transport activities, JCL will handle shipments within the EU in conformity with paperless distribution. If the principal still wants papers included, these papers will be applied by the principal to the shipment in a clearly visible location by means of self-adhesive document envelope.
			9.	Transport activities and forwarding activities with regard to dangerous goods
			9.1	The principal and the consignor, respectively, of the dangerous goods is obliged to ascertain that the dangerous goods have been classified in accordance with the Carriage of Dangerous Goods Act including the hazardous substances regulations declared applicable therein (such as RID, ADN and IMDG-Code) and permitted for carriage. JCL reserves the right to refuse to carry out the instructions accepted to carry or order the carriage of dangerous goods, if JCL thinks there are valid reasons to do so in connection with the nature of these substances, or to charge a hazard surcharge depending on the chosen route and/or agreed destination. In any event JCL will not enter into agreements regarding goods with dangerous good class 1, 5.2, 6.2 and 7, as described in the Carriage of Dangerous Goods Act and the dangerous goods regulations declared applicable therein, such as RID, ADN and IMDG-Code, concerning explosive, poisonous, infectious and radioactive substances.
			9.2	With regard to dangerous goods as defined under Article 1 paragraph 5 of these general terms and conditions, the principal is obliged to provide a written specification of the regulations that must be complied with according to the applicable legislation (including at any rate the Carriage of Dangerous Goods Act including the hazardous substances regulations declared applicable therein, such as RID, ADN and IMDG-Code) and/or other government regulations.
			9.3	With regard to dangerous goods as defined under Article 1 paragraph 5 of these general terms and conditions, the principal is also obliged to ensure the availability of a hazard map, drawn up in the Dutch language and in the language of the receiving country, and in the language of any other country through which the

	carriage will be effected.	directors or senior executives within the company of JCL.		required for that purpose. As from the day following the day that the term of payment lapses, the principal owes a composite interest payment of 1% per month, a part of a month included, in respect of the outstanding amount.	
10. Right of refusal					
10.1	JCL reserves the right to terminate or rescind an agreement or, in case of transport activities, unload, store or destroy the goods prematurely, if: In case of transport activities:	12.2	The liability of JCL is in any event, regardless of whether it is based on the agreement or on unlawful act, limited to 10,000 SDR for each event or series of events with one and the same cause of the damage.	13.5	If the principal is in default, any damage and costs, both judicial and extrajudicial, which pertain to the collection will be for his account after a written notice of default. The extrajudicial collection charges in respect of the amount due are fixed at 15% of the principal amount, such subject to a minimum of € 150,=.
	a. the carriage covered by the agreement is prohibited by any laws or regulations of the country of dispatch, the country of destination or any other country through which the transport will be effected;	12.3	If any insurance policies are effected upon request to cover damage exceeding the limitation specified in the general terms and conditions or damage for which JCL is not liable, JCL will accept no liability in respect of either or not awarding payments under these insurance policies.		
	b. the data relating to the weight and/or the sizes are incorrect as a consequence whereof the intended manner of carriage or handling (including the use of the intended vehicle and/or other material) and/or the handling is impossible or not permitted;	12.4	Notwithstanding the final sentence of this provision the principal is obliged to indemnify JCL against any claims of third parties in respect of damage caused during the execution of the activities by JCL, except and insofar as this damage was caused by the acts or omissions on the part of the board of directors or the management of JCL, either with the intent of causing such damage, or recklessly and with the knowledge that this damage would probably result. At all times and in all cases the principal is obliged to indemnify JCL against the claims of third parties mentioned in the first sentence of this provision insofar as the total amount of those claims exceeds 10,000 SDR for each event or series of events with one and the same cause of damage.	14. Security rights	
	c. the shipment contains goods that might be dangerous to people or animals or the means of transport or that might impair or damage other goods carried by JCL whereof the export or import is prohibited by applicable law;			14.1	JCL has a right of pledge, a right of retention/lien and a right of suspension towards any person demanding issue thereof in respect of any property, documents and funds that JCL has at its disposal or will obtain for any reason or for any purpose whatsoever, for any claims it has or may obtain as against the principal and/or owner.
	In case of all activities performed by JCL:			15. Complaints	
	d. the value of the shipment exceeds the equivalent of € 500,000,= in local currency;	12.5	If servants or employees of JCL and persons whose services JCL avails itself for the purpose of executing the agreement are held liable, these persons may invoke any restriction and/or release from liability, which can be invoked by JCL by virtue of these general terms and conditions (including the sectoral conditions mentioned in Article 3) or of any other statutory or contractual provision.	15.1	Any complaints in relation to services provided by JCL must be filed in writing with the JCL-entity that performed these services, or in other words with one of the following JCL-entities for services rendered by: JCL Logistics Benelux B.V.: PO Box 99, 7040 AB 's-Heerenberg, the Netherlands/ Distributiestraat 5, 7041 KJ, 's-Heerenberg, the Netherlands or by fax: +31 (0)314-679697;
	e. the principal fails to comply with the obligation as formulated in Article 8 of these general terms and conditions;			15.2	The filing of complaints will never suspend any payment obligation.
	f. the principal is in default of complying with payment obligations arising from a different agreement with JCL;			16. Applicable law and competent court	
	g. JCL has another valid reason to do so.			16.1	The legal relationship between JCL and the principal and those availing themselves of the services of JCL are subject to the law of the Netherlands.
11. Customs formalities	The principal is responsible and will ensure the observance of the customs formalities required, unless otherwise agreed upon in writing.	13. Payment		16.2	Any disputes arising from or relating to the agreement are subject to arbitration in Rotterdam in accordance with the TAMARA regulations, which can be inspected at www.tamara-arbitration.nl . The TAMARA regulations will be sent free of charge upon request.
12. Liability	If and insofar as JCL is not entitled to invoke the conditions declared applicable under Article 3 (General Conditions of Transport 2002, Dutch Forwarding Conditions 2004, Physical Distribution Conditions 2000), or the liability arrangements contained in those conditions, for any reason whatsoever, the following applies.	13.1	Payment must be made within 30 days of the billing date into a bank account to be specified by JCL, unless agreed upon otherwise in writing.	16.3	Notwithstanding the provisions in Article 16.2 of these general terms and conditions, JCL is free to submit claims of amounts demanded, whose indebtedness is not disputed by the other party within four weeks of the billing date, to the regular court of the Court of Arnhem.
12.1	JCL is not liable for any damage that includes damage caused by death or injury, except and insofar as the principal proves that said damage was caused by JCL's own actions or omissions, either with the intent to cause such damage, or recklessly and with the knowledge that this damage would probably result. JCL's own actions or omissions are taken to mean the actions or omissions of the board of	13.2	Taxes, (import) duties, excise duties, and the like are payable immediately at the date of import. Amounts up to € 450,= are advanced only against calculation of 3% advance commission, such subject to a minimum van € 80,=.		
		13.3	Postponement of payment or deduction of payment is not possible for reasons of filed or presumed counterclaims arising from the agreement or for reasons of claims arising from any other agreement or from unlawful act.		
		13.4	In the event of untimely payment the principal will be in default by operation of law without any notice of default being		