

General Forwarding (*expeditie*) Conditions applicable to the provision of forwarding services by TALE Nederland B.V. and all of its affiliated companies

1. Definitions

- 1.1. In the Agreement, the following terms, identifiable by the use of a capital letter, shall have the following meanings.

Agreement	Has the meaning as specified in article 3 of these Conditions;
Conditions	These General Forwarding Conditions;
Principal	The counterparty of the Forwarder;
Forwarder	TALE Nederland B.V., with registered offices in Rotterdam, the Netherlands;
Services	Forwarding Services provided by the Forwarder to the Principal pursuant to the Agreement.

2. General

- 2.1 TALE Nederland B.V. is a Dutch limited liability company which offers logistic consultancy services in which TALE Nederland B.V. assesses different logistic strategies, thus aligning the Principal's technology strategy with its business or process strategy. TALE Nederland B.V. also acts as a forwarder (*expediteur*). In no event will TALE Nederland B.V. act as a carrier (*vervoerder*).
- 2.2 The Conditions apply to the Agreement and to all Services. The party ordering the Forwarder to carry out operations and activities shall be considered the Forwarder's Principal, regardless of the agreed mode of payment.
- 2.3 The applicability of conditions of the Principal is hereby expressly excluded.
- 2.4 Provisions that deviate from this Agreement can be invoked by the Principal only if and to the extent that these provisions are accepted in writing by the Forwarder.

3. Agreement and Conditions

- 3.1 The Agreement consists of the order that the Principal places through the website of the Forwarder, or by electronic mail or by fax, and all arrangements in that respect, together with these Conditions.
- 3.2 Without prejudice to article 4, the Forwarder reserves the right to modify the Agreement unilaterally with one month prior written notice to the Principal. In case the Principal does not agree to such amendment, the Principal must inform the Forwarder thereof in writing within two weeks after the amendment notice was sent to such Principal. In case the Principal informs the Forwarder (timely) that it disagrees with the amendment, such amendment shall not apply to such Principal, however, in that case the Forwarder is entitled to terminate the Agreement without being obliged to pay any compensation whatsoever.
- 3.3 The Forwarder may at any time declare applicable provisions from the conditions stipulated by third parties with whom he has concluded contracts for the purpose of carrying out the orders given to him.

3.4 The Forwarder may have his orders and/or the work connected therewith carried out by third parties or the servants of third parties. All provisions (*inter alia*) regarding non-liability and limitation of liability and also regarding indemnification of the Forwarder as described herein shall apply to such third parties.

4. Price

4.1. All quotations made by the Forwarder shall be without any obligation on his part.

4.2. All prices quoted and agreed shall be based on the rates, wages, costs incidental to social security and/or other provisions of law, freight and exchange rates applying at the time of quotation or contract.

4.3. Upon any change in any or more of these factors the quoted or agreed prices shall likewise be altered in accordance therewith and retroactively to the time such change occurred.

4.4. If the Forwarder charges all-in or fixed rates, as the case may be, these rates shall be deemed to include all costs that in the normal procedure of handling the order are for the account of the Forwarder. The use of all-in or fixed rates shall in no event cause the Forwarder to be a carrier.

4.5. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, cost of preparing bank guarantees and insurance premiums.

4.6. For work of a special nature, unusual job or work requiring a special amount of time or effort, an additional reasonable amount or surcharge may at all times be charged.

4.7. In the event of loading and/or unloading time being inadequate - regardless of the cause thereof - all costs resulting there from shall be borne by the Principal, even when the Forwarder has accepted the bill of lading and/or chartered goods from which the additional costs arise without objections.

4.8. Expenses of an exceptional nature and higher wages arising whenever carriers by virtue of any provision in the shipping documents load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays, shall not be included in the agreed prices, unless specifically stipulated. Any such costs shall therefore be reimbursed by the Principal to the Forwarder.

5. Payment and security

5.1. The Principal shall pay to the Forwarder the agreed remuneration and other costs, freights, duties, etc., arising from the contract and/or these Conditions, upon arrival or dispatch of goods which are being received or forwarded respectively. The risk of exchange rate fluctuations shall be borne by the Principal. The agreed remuneration and other resulting costs, freights, rights, etc., arising from the contract and/or these Conditions, shall also be due if in the performance of the contract damage has occurred.

5.2. If, in contravention of paragraph 5.1, the Forwarder allows deferred payment, the Forwarder shall be entitled to make an additional credit limit charge.

5.3. With regard to the performance of Services, the Forwarder shall send the Principal an invoice for the Services provided, according to the following table:

Category	# shipments a week	Invoice method	Payment condition
A	0 – 1	By shipment	5 working days
B	1 - 5	By week	5 working days
C	5 – 15	By week	5 working days
D	> 15	By week	10 working days
E	Private customers	By shipment	upfront

- 5.4. If the Principal does not pay the amount due immediately upon notice to that effect or, as the case may be, after lapse of the term of deferred payment, the Forwarder shall be entitled to charge the statutory interest in conformity with articles 6:119 or 6:119a Dutch Civil Code.
- 5.5. The obligation to pay is not suspended as a result of objections to the invoice and/or any other document requiring the Principal's payment. Without prejudice to article 5.1-5.4, the Principal shall notify the Forwarder about its objections to an invoice without delay and in any case not later than 7 days after the invoice date or the date of receipt of a document describing the obligations of the Principal to the Forwarder under this Agreement. Any amount which was incorrectly invoiced by and paid to the Forwarder shall be repaid by the Forwarder within 14 days after such incorrectness has been ascertained and confirmed in writing by the Forwarder to the Principal.
- 5.6. In the event of cancellation or dissolution of the Agreement, all claims of the Forwarder, with the inclusion of future claims, shall become due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if:
- the Principal is involuntarily wound up, the Principal applies for bankruptcy or suspension of payment or otherwise loses the unrestricted disposition over his assets;
 - the Principal offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to the Forwarder, ceases to trade or - where the Principal is a legal entity or a corporate body - if the legal entity or the corporate body is dissolved.
- 5.7. Upon demand by the Forwarder, the Principal shall provide security for any amount for which the Principal is or may be indebted to the Forwarder. The Principal is also so obliged where he already has to provide or has provided security in connection with the amount owed.
- 5.8. The Forwarder shall not be obliged to provide security out of his own means for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All consequences of non-compliance or of failure to comply forthwith with a demand to provide security shall be borne by the Principal. If the Forwarder has provided security out of his own means, he may demand that the Principal pays the amount for which security has been provided.
- 5.9. The Principal shall at all times be obliged to indemnify the Forwarder for any amounts to be levied or additionally demanded by any authority in connection with the order, as well as any related fines imposed upon the Forwarder. The Principal shall also reimburse the said amounts to the Forwarder if a third party called in by the Forwarder demands payment within the framework of the forwarding contract.
- 5.10. The Principal shall at all times indemnify the Forwarder for any amounts as well as for all additional costs that may be claimed or additionally claimed from the Forwarder in connection with the order as a result of incorrectly charged freight rates and costs.

- 5.11. In no event will the Principal be entitled to apply any set-off in respect of sums charged by the Forwarder to the Principal under any contract existing between them.
- 5.12. Cash payments shall be deemed in the first place to have been made on account of non-preferential debts, regardless of whether any other instructions were given at the time of payment.
- 5.13. If legal proceedings or other means are resorted to in the event of overdue payment, the amount of the indebtedness shall be increased by 10% for administrative expenses, while the legal and other costs shall be borne by the Principal up to the amount (to be) paid by the Forwarder.

6. Security rights

- 6.1. With respect to all claims he has or may at any time have against the Principal and/or the owner, the Forwarder shall have a right of pledge and a retention right on all goods, documents and moneys which he holds or will hold in his possession whatever the reason and the purpose thereof may be, as against any party requiring their delivery. If the goods are forwarded on, the Forwarder shall be entitled to collect the sum due on subsequent delivery or draw a bill therefore with the shipping documents annexed.
- 6.2. The Forwarder may also exercise the rights granted to him in paragraph 1 for the amount that the Principal owes him with respect to previous orders.
- 6.3. If the Principal fails to pay the amount due, the security rights of the Forwarder shall be executed.

7. Performance of the contract

- 7.1. The Forwarder shall undertake to forward (*doen vervoeren*) goods of the Principal. In the performance of the Services, including the conclusion of a contract of carriage (*vervoersovereenkomst*) with a carrier (*vervoerder*) in the name and for the account of the Principal, the Forwarder acts for the risk and the account of the Principal.
- 7.2. In no event a contract of carriage is concluded between the Forwarder and the Principal in connection with the performance of the Services.
- 7.3. To the Services of the Forwarder, the provisions 8:60-8:73 of the Dutch Civil Code (*Boek 8 van het Burgerlijk Wetboek*) apply.
- 7.4. If the Principal has not given any specific instructions with his order, the mode, route and means of transport shall be at the Forwarder's option and the Forwarder may at all times accept the documents customarily used by the firms with which he contracts for the purpose of carrying out his orders.
- 7.5. The Principal shall ensure that the goods are tendered at the agreed place and time.
- 7.6. The Principal shall ensure that the documents required for receipt and for dispatch, as well as the instructions, are in the Forwarder's possession in proper time.
- 7.7. In no even shall the Forwarder be obliged to investigate whether any documents or specifications stated to him are correct and complete.
- 7.8. In absence of documents, the Forwarder shall not be obliged to receive against a guarantee. Should the Forwarder furnish a guarantee, he shall be held harmless by his Principal from and against all the

consequences thereof. Furthermore, in absence of documents, the Forwarder is entitled to refuse to render or to postpone its Services.

8. No customs clearance

- 8.1. In no event will the Forwarder carry out any services in connection with the clearing in, or clearing out of packets and/or shipments. By offering packets or shipments to the Forwarder which have to be cleared in, or cleared out, the Principal irrevocably authorises the Forwarder to designate a clearing agent for clearing in the packet or shipment. In no event shall the Principal be liable for any damage caused by or in connection with the acts of the clearing agent.
- 8.2. Taxes, customs fines, storage costs and/or other moneys owed possibly due to a customs action and/or another government agency, or the omission of the Principal or addressee to file the requisite documents or licence will be charged to the Principal.
- 8.3. The Principal is responsible for providing the documents required for customs clearance, in-, or out. By presenting such documents to the Forwarder, the Principal declares that all statements and information concerning the exportation and importation contained in such statement is verisimilar and correct.
- 8.4. The Principal declares being aware that the making of untrue or fraudulent statements is subject to civil-law-, and/or criminal sanctions, including confiscation and/or forfeiture and/or sale.

9. Transit times

- 9.1. The Forwarder does not guarantee any transit or arrival times or prices, because it only acts as an intermediary, without any influence on the factual transportation. Arrival times on the Forwarder's website are Estimated Times of Arrival ("ETA").
- 9.2. When a parcel or shipment is not delivered on the ETA and this is not due to the non-observance of the Agreement by the Principal, the Forwarder gives the discount – and only such discount – that applies to the fees and/or tariffs of the carrier of the delayed delivery, decreased by administration costs incurred by the Forwarder.
- 9.3. When a parcel or shipment is not delivered on the ETA or has not been delivered at all and this has been caused by the Principal or by the recipient, the Principal will be liable for all damages that arise from such late delivery or non-delivery, including but not limited to expenses for the storage of non-deliverable goods.

10. Force majeure

- 10.1. All circumstances which the Forwarder could not reasonably avoid and the consequences of which the Forwarder could not reasonably prevent are to be regarded as force majeure.
- 10.2. In the event of force majeure, the Agreement shall remain in force; the Forwarder's obligations shall, however, be suspended for the duration of the event of force majeure.
- 10.3. Without prejudice to the provisions of article 11, all additional costs caused by force majeure, such as carriage and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance, removal, etc., shall be borne by the Principal and shall be paid to the Forwarder at the Forwarder's initial request.

11. Liability

- 11.1. All operations and activities shall be at the Principal's expense and risk.
- 11.2. Without prejudice to the provisions of article 12, the Forwarder shall not be liable for any damage whatsoever, unless the Principal shall prove that the damage has been caused by gross negligence or intent (*opzet*) on the part of the Forwarder itself.
- 11.3. The loss to be indemnified by the Forwarder shall never exceed the invoice value of the goods, to be proved by the Principal, in default whereof the market value - to be proved by the Principal - at the time when the damage has occurred shall apply. In no event, shall the Forwarder be liable for any consequential loss (such as lost profit) and nonmaterial damage.
- 11.4. If during the execution of the order damage occurs for which the Forwarder is not liable, the Forwarder shall make efforts to recover the Principal's damage from the party that is liable for the damage. The Forwarder shall be entitled to charge to the Principal the costs incidental thereto. If so requested, the Forwarder shall assign his claims against third parties engaged by him for the purpose of carrying out the order to the Principal.
- 11.5. The Principal shall be liable towards the Forwarder for any damage as a consequence of the (nature of the) goods and the packaging thereof, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to tender the goods or not doing so in time at the agreed place and time, as well as the failure to supply -- or to do so in time -- documents and/or instructions, and fault or negligence in general on the part of the Principal and the latter's servants and third parties called in or engaged by him.
- 11.6. The Principal shall indemnify the Forwarder against third-party claims in connection with the damage referred to in the foregoing paragraph, such third parties including servants of both the Forwarder and the Principal.
- 11.7. If the carriers refuse to sign for number or weight of pieces or items etc., the Forwarder shall not be liable for the consequences thereof.

12. Imperative law

- 12.1. The Forwarder shall inform the Principal forthwith which contracts of transport he has entered into to fulfil his obligation if the goods are not delivered without delay at the place of destination in the state in which they were tendered. He shall put at the disposal of the Principal all documents in his possession or which he can reasonably supply, at any rate in as far as they may be used to claim damages sustained.
- 12.2. If the Forwarder fails to comply with an obligation as referred to in paragraph 12.1, he shall, in addition to payment of the further damage sustained by the Principal as a result thereof, pay compensation equal to the damages which the Principal would have received from him if he himself had carried out the contract concluded by him, less the damages which the Principal may have received from the carrier.
- 12.3. If - and only if - the Forwarder carried out a contract of transport himself, he is obliged to notify this forthwith to the Principal if the goods are not delivered without delay at the place of destination in the state in which they were tendered.

12.4. If the Forwarder fails to make notification as referred to in paragraph 12.3 and if as a result thereof he has not been called upon as a carrier in time, he shall, in addition to being liable for payment of the further damage sustained by the Principal as a result thereof, be liable to pay compensation equal to the damages he would have had to pay, if he had been called upon as a carrier in time.

13. Final provisions

13.1. The Forwarder shall not take any legal or arbitration proceedings against third parties unless the Forwarder has stated his willingness to take the same at the Principal's request and expense.

13.2. Without prejudice to the provisions of paragraph 6 of this article, all claims shall be barred by the mere lapse of a period of nine months.

13.3. All claims against the Forwarder shall be barred by the mere lapse of a period of eighteen months.

13.4. The terms mentioned in paragraphs 13.2 and 13.3 shall 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 knowledge of the loss. Without prejudice to the preceding provisions, the said terms shall commence on the day following the day of delivery with respect to claims regarding damage to, decrease in value or loss of the goods. The day of delivery shall be understood to be the day of the ETA.

13.5. In case any public authority or third parties as referred to in paragraph 7 article 5 claim payment from the Forwarder, the term mentioned in paragraph 2 of this article shall commence on the first of the following days:

- the day following the day on which payment is claimed from the Forwarder by any public authority or third party;
- the day following the day on which the Forwarder has settled the claim existing against him.

If the Forwarder or a third party called in by the Forwarder as referred to in article 5, paragraph 7 has submitted an administrative objection and/or lodged an administrative appeal, the period specified in paragraph 2 shall commence on the day following the day on which the decision on the administrative objection and/or the administrative appeal has become final.

13.6. In case a judge determines that one or more of these Conditions is null or void, the remainder of these Conditions remains in force.

14. Applicable law and disputes

14.1. All contracts to which the present Conditions apply shall be governed by Dutch law.

14.2. All disputes which may arise between the Forwarder and the other party shall be heard exclusively by the competent court of Rotterdam.

15. Registration

15.1. These General Forwarding Conditions have been registered with the Chamber of Commerce in Rotterdam under number [24424543].