LOGISTICS SERVICES CONDITIONS (LSC)

Zoetermeer, 1 February 2014

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LOGISTICS SERVICES CONDITIONS (LSC)

as filed by FENEX (Netherlands Association for Forwarding and Logistics) and TLN (Transport and logistics Netherlands), with the district court of Rotterdam on 2 April 2014 under number 28/2014.

Transport en Logistiek Nederland
P.O. BOX 3008
2700 KS Zoetermeer
The Netherlands
I: www.tln.nl
E: info@tln.nl

FENEX
P.O BOX 54200
3008 JE Rotterdam
The Netherlands
I: www.fenex.nl
E: fenex@fenex.nl

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Article 1 - Definitions

Wherever used in these conditions, the following terms are understood to have the meaning given thereto below.

1. **Logistics activities:** all work, including unloading, receipt, storage, discharge, loading, stock management, assembly, order handling, order picking, preparation for shipping, invoicing, information exchange and management, transport whether or not by third parties, and the completion of customs declarations with regard to Goods.

2. **Logistics centre:** the space(s) where the Logistics activities take place.

3. **Logistics service provider:** the party concluding the agreement with the Client and the party under whose title the Logistics activities are performed.

4. **Auxiliary persons:** all persons - not being the subordinates of the Logistics service provider - used by the Logistics service provider in the performance of the Logistics activities.

5. **Client:** the party granting an instruction for the performance of the Logistics activities to the Logistics service provider and the party with whom the latter concludes the agreement.

6. **Agreement:** the agreement concluded between the Logistics service provider and Client with regard to the Logistics activities to be carried out by the Logistics service provider, of which these Conditions form part.

7. **Conditions:** the conditions applicable to the Agreement, including these conditions as stipulated below.

8. **Force majeure:** all circumstances that a diligent Logistics service provider could not have avoided and the consequences of which he could not have prevented. Force majeure includes fire, explosion and flooding as a result of natural disasters, as well as the consequences thereof.

9. **Working days:** all days, with the exception of Saturdays, Sundays and official public holidays as recognised in the country or region where the Logistics activities are to be performed.

10. **Goods:** the goods made available by or on behalf of the Client to the Logistics service provider or its Auxiliary persons with a view to the performance of the Agreement.

11. **Receipt:** the action whereby the Client, with the explicit or tacit approval of the Logistics service provider or its Auxiliary persons, relinquishes control of the Goods to the latter.

12. **Delivery:** the action as a result of which the Logistics service provider, with the explicit or tacit approval of the Client or its representative or a competent authority, surrenders control of the Goods and allows them to exercise control over the Goods, or if the Logistics service provider has assumed a transport obligation, the action as a result of which the Logistics service provider, with the explicit or tacit approval of the carrier, relinquishes control of the Goods to the latter.

13. **Freight forwarding:** the transport of the Goods on behalf of the Client by one or more carriers subject to one or more appropriate transport agreements.

14. **Stock discrepancy:** an inexplicable difference between the physical stock and the stock administration of the Logistics service provider, subject to evidence to the contrary by the Client.

Article 2 – Scope of application

1. **General**

These Conditions govern all offers, agreements, legal and de facto acts regarding the Logistics activities to be performed, insofar as these are not subject to mandatory law. Any contrary conditions or regulations of the Client are not applicable, unless accepted explicitly and in writing by the Logistics service provider. These Conditions apply to the relationship between the parties, also after the Agreement is no longer in force.

2. **Subordinates / Auxiliary persons**

The Logistics service provider is entitled to engage Auxiliary persons in the performance of the Logistics activities, unless agreed otherwise with the Client.
Subordinates or Auxiliary persons who are held liable in relation to the performance of activities on behalf of the Logistics service provider can invoke all clauses regarding the exclusion or limitation of liability as stipulated in these Conditions.

3. **Transport**

If the Logistics service provider has assumed a transport obligation, the relationship between the parties will, in accordance with the provisions of these Conditions, be subject to (mandatory) treaties, statutes and regulations, the provisions of the transport documents and, in case of domestic road transport in the Netherlands and insofar as not deviated therefrom in these Conditions or the Agreement, the provisions of the General Transport Conditions (AVC), in the version as filed with the court registry of the district courts in Amsterdam and Rotterdam at the time of conclusion of the Agreement, unless a different version has been agreed upon.

In case of the absence of a bill of lading in maritime transport, the relationship between the parties is governed by the Hague Visby Rules, as amended by the Protocol of 22 December 1979, or the Rotterdam Rules if these have come into effect, unless agreed otherwise. Transport does not include the loading into and unloading from vehicles at the Logistics centre.

The transport documents as referred to in this article are understood as the transport document issued by the Logistics service provider or its Auxiliary persons or signed by these as consigner.

If and insofar as the aforementioned treaties, laws, statutes and conditions do not regulate a liability, the version of these Conditions as applicable at the time of conclusion of the Agreement will apply.

4. **Freight forwarding**

If the Logistics service provider explicitly assumes the obligation with regard to the transport of Goods, whether or not on specific route sections or with the use of specific transport modalities, the relationship between the parties is subject to the Dutch Forwarding Conditions (general conditions of FENEX) in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

5. **Customs and tax services**

If the Logistics service provider assumes the obligation to perform customs formalities (including formalities with regard to storage in a customs warehouse) and/or with regard to tax representation, the relationship between the parties is governed by the Dutch Forwarding Conditions in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

Article 3 – Obligations of the Logistics service provider

The Logistics service provider is obliged:

1. to directly or indirectly take Receipt of the agreed Goods at the agreed place, time and in the agreed manner, on condition that these are properly packaged, accompanied by the required documents and that the Goods have been made available to the Logistics service provider or its Auxiliary persons;

2. to assume responsibility for the loading, stowage and unloading at the Logistics centre, and the receipt and release of Goods, unless these, in the opinion of the Logistics service provider or its Auxiliary persons, constitute such a hazard or nuisance that such activities cannot be demanded of the Logistics service provider or its Auxiliary persons;

3. to have the Logistics activities relating to the Goods take place in the Logistics centre agreed with the Client;

a. if no specific Logistics centre is agreed upon, the Logistics service provider is free to choose a suitable space and to move Goods between suitable spaces;
b. if a specific Logistics centre has been agreed upon, the Logistics service provider is entitled to move the Goods in consultation with the Client if such is desirable in view of good business operations and/or proper performance of the Logistics activities. The Client may not refuse its permission for the movement of Goods if the new spaces are comparable or better;

4. the movement of Goods as referred to in Paragraph 3 of this article will be for the account of the Logistics service provider, unless such a move is required:
   a. in the interest of the Client, or on its instructions, and/or;
   b. is the consequence of circumstances for which the Logistics service provider is not liable, and/or;
   c. is the consequence of circumstances that in all reasonableness are not for the risk and/or account of the Logistics service provider, and/or;
   d. is the consequence of regulations and/or instructions of the competent authorities;

   the transport related to the movement of Goods takes place subject to the regulations referred to in Article 2 Paragraph 3 of these Conditions;

5. will take all measures, including those not ensuing directly from the Agreement, to protect the interests of the Client and its Goods. The Logistics service provider will if possible consult with the Client in advance. If no timely prior consultation is possible, the Logistics service provider will take those measures that it deems appropriate in the interest of the Client and will inform the Client thereof.

6. The Logistics service provider will insure its liability under the agreement subject to common insurance conditions and will provide the Client, at its request, with a copy of the insurance certificate.

7. The Logistics service provider will, unless agreed otherwise, grant the Client and, for the risk of the latter, its designated persons access to those places where the Goods are located during office hours on Working days, on condition that:
   a. the request for access is made in due time to the Logistics service provider;
   b. the Client agrees to supervision by the Logistics service provider;
   c. the inspection takes place according to the company rules of the Logistics service provider;

d. the information acquired by the Client during the inspection regarding other Goods present in the space(s) is not shared with third parties.

Any costs related to the inspection are for the Client's account;

8. to perform additional work in consultation with and on instructions of the Client, if such work can in all reasonableness be expected of the Logistics service provider;

9. to report damage and missing items regarding received Goods as promptly as possible in writing to the Client and to request its instructions for further action;

10. to guarantee the soundness and suitability of the materials used in its operations;

11. to deliver the Goods in the same condition as in which they were received or alternatively in the agreed condition;

12. to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to competent authorities and information exchange with third parties as a part of normal business operations.

Article 4 – Consequences of non-fulfilment of obligations by the Logistics service provider

If the Logistics service provider persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 3, the Client, without prejudice to its right to compensation of damage in accordance with Article 5, can terminate the Agreement with immediate effect, in full or part, after:

- furnishing the Logistics service provider with a registered letter setting out the reasons why the Logistics service provider has defaulted, giving a minimum term of 30 days for fulfilment and;
- the Logistics service provider has on expiry of that term not yet fulfilled its obligations.

The Client does not have this right if the default, in view of its special nature or minor importance, does not justify the dissolution of the Agreement and its consequences.

Article 5 – Liability of the Logistics service provider

1. The Logistics service provider is, save for Force majeure and without prejudice to the other provisions of these Conditions, liable for damage to and/or loss of the Goods that has occurred during the period from Receipt to Delivery. The Logistics service provider is not liable for damage resulting from non-fulfilment by the Client of any obligation resting on the latter by virtue of the Agreement(s) and the conditions applicable thereto.

2. Liability of the Logistics service provider in case of transport is maximised at the liability limit set for to the relevant transport modality, unless agreed otherwise. The Logistics service provider is not liable for any damage to the extent the Logistics service provider demonstrates that the damage may have resulted from the absence or defectiveness of the packaging of the Goods that in view of their nature and manner of transport should have been properly packaged. If in case of road transport by the Logistics service provider the Goods are not taken in Receipt at/in the agreed place, time and manner, the liability for any resulting damage is limited to twice the freight charges as agreed for the road transport part, with a maximum of 10,000 SDR; liability is conditional on the Client providing the Logistics service provider with a final term which is not fulfilled by the Logistics service provider.

3. As regards other Logistics activities, liability of the Logistics service provider for damage to or loss of the Goods is limited to 4 SDR per kilogram gross weight of the damaged or lost Goods, with a maximum of 100,000 SDR per event or series of events with one and the same cause of damage.

4. The compensation to be paid by the Logistics service provider for damage to or loss of the Goods will never exceed the value of the Goods as substantiated by the Client. If no substantiation is provided, the value is based on the customary market price for Goods of the same nature and quality, applicable at the time and place of Receipt.

5. Subject to the provisions of Article 5 Paragraph 7, the liability of the Logistics service provider for any damage other than damage to and/or loss of the Goods, is limited to 10,000 SDR per event or series of events with one and the same cause of damage, on the understanding – and subject to this limitation of liability to 10,000 SDR – that if the Logistics service provider performs customs formalities or acts as tax representative, the Logistics service provider is not liable for any losses, unless the Client proves that such losses are the result of fault or negligence on the part of the Logistics service provider.

6. Any Stock discrepancies must be reflected by a registration of the physical stock, which must be carried out for the account of the Client at least once a year and at the time that the Agreement ends.

   Any shortfalls and surpluses will be set off against one another. The Logistics service provider is only liable for Stock discrepancies if and insofar as, taking into account the calculation used in the registration of the stock, the shortfall (missing items) surpass any surpluses by at least 1% of the number of Goods handled under the Agreement each year. The Logistics service provider will notify the Client as soon as possible of any change to its stock administration that does not result from the Receipt and release of Goods. It is explicitly agreed that these Conditions also govern the liability of the Logistics service provider for stock discrepancies, including the liability limits as described in Article 5 Paragraph 3.

7. The Logistics service provider accepts no liability for loss of profit, consequential loss and immaterial loss, irrespective of the cause.

8. The Logistics service provider cannot rely on the liability limits stipulated in this article in the event of either intent or recklessness, with knowledge that damage would probably result of the Logistics service provider himself.

9. If the Logistics service provider is held liable by the Client outside contract for the losses resulting from performance of the Logistics activities, the liability of the Logistics service provider shall not exceed that stipulated in the Agreement.

10. If the Logistics service provider can derive any defence from the Agreement in respect of its liability to the Client for an act of Auxiliary persons of subordinates, these Auxiliary persons or subordinates can, if held liable by the Client for such act, also invoke this defence, as if the Auxiliary persons or subordinates were also a party to the Agreement.

11. If the Logistics service provider is held liable outside contract for damage or loss of Goods or delay in delivery by a party who is not a party to the agreement, including a transport agreement concluded by or on behalf of the Logistics service provider, the liability of the latter will not exceed that stipulated by the agreement.

Article 6. Obligations of the Client

The Client is obliged:

1. to promptly furnish the Logistics service provider with the information and documents relating to the Goods and the handling thereof, of which it knows or should know that such are of importance to the Logistics service provider, unless the Client can prove that the Logistics service provider has or should have such information in its possession. The Client guarantees the correctness of the provided information and that the provided instructions and Goods are in accordance with current laws and regulations;

2. if Goods and/or activities are subject to government regulations, including customs, excise and tax regulations, the Client will promptly provide the Logistics service provider with all information and documents required by the latter to comply with said regulations.

   The provision of information and/or documents to the Logistics service provider, as required for the performance of formalities as stipulated by the aforementioned government regulations, entails an instruction to that effect. The Logistics service provider all times reserves the right whether or not to fulfil such instruction;

3. to make the agreed Goods, in proper packaging, available to the Logistics service provider or its Auxiliary persons at the agreed place, time and manner, accompanied by a waybill for road transport (if necessary) and any other documents agreed and/or required by law;

4. to assume responsibility for the loading, stowage and unloading of Goods, unless:
   - Article 3 Paragraph 2 is applicable, or;
   - the parties have agreed otherwise, or;
   - otherwise ensues from the nature of the intended transport, taking the applicable Goods and vehicle into account.

5. to indemnify the Logistics service provider and its subordinates and/or Auxiliary persons at its first request against third-party claims outside contract for any damage or financial loss, related in any manner to the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto, including claims based on product liability and/or intellectual property rights. This duty of indemnification applies if the Client fails to fulfil

any obligation imposed on it by law, these Conditions or the Agreement, or in case the damage or financial loss is caused by circumstances that fall under the risk of the Client;

6. to vouch for the Goods and equipment that it makes available to the Logistics service provider or its Auxiliary persons;

7. to promptly compensate, besides the agreed fee, any other costs ensuing from this or separate A(a)greement(s) and the C(c)onditions applicable thereto;

8. to promptly compensate the costs of inspections, follow-up work, clearing work and the discharge of waste ensuing from the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto;

9. on termination of the Agreement, to take receipt of Goods located at the Logistics service provider or its Auxiliary persons by no later than the last working day before the final date of the Agreement and to remove these, after payment of all monies owed to the Logistics service provider and of any monies of which it is known at that time that such will be owed. The Client can suffice with providing security as deemed appropriate by the Logistics service provider for all that the Client may owe after the termination of the Agreement, insofar as known and/or can be estimated in all reasonableness by the Logistics service provider;

10. to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to the competent authorities and information exchange with third parties as a part of normal business operations.

11. to take immediate receipt of the Goods and/or to remove these, if in the opinion of the Logistics service provider these constitute such a hazard or nuisance that it cannot be demanded of the Logistics service provider that it keep these in storage any longer; In deviation of the provisions of Article 3 Paragraph 2, the release and loading of Goods will take place by or on behalf of the Client and for its risk and account.

Article 7 – Consequences of non-fulfilment of the obligations by the Client

1. If the Client persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 6 Paragraphs 1 thru 10, the Logistics service provider can,

without prejudice to its right to compensation, terminate the Agreement, in full or part, with immediate effect, after giving the Client, by means of a registered letter, a final term of at least 14 days for fulfilment, on expiry of which term the Client has not fulfilled its obligations. The Logistics service provider can, if the giving of such a final term would disproportionately harm its operational interests, also terminate the Agreement without providing any such final term.

2. The Logistics service provider is entitled to suspend the performance of its obligations if the Client fails to fulfil one or more of its obligations as referred to in Article 6 Paragraphs 1 thru 8. This right of suspension can also be invoked against creditors of the Client.

3. If the Client fails to fulfil its obligations as referred to in Article 6 Paragraphs 9 and 11, the Logistics service provider is entitled to:
   a. move the Goods to other spaces for the risk and account of the Client, and/or;
   b. effect the private or public sale of the Goods for the account of the Client after expiry of 14 days after the sending of a registered letter to the Client providing notification of the intended sale, without any further formalities being required;
   c. the abandonment or destruction of the Goods if it is likely that costs of sale of the Goods will be higher than the proceeds thereof, or if, despite a reasonable attempt thereto by the Logistics service provider, no buyer can be found, whereby the costs of abandonment or destruction will be for the account of the Client.

Article 8 - Liability of the Client

1. The Client is liable for all damage to the Logistics centre and/or the property of the Logistics service provider, of its Auxiliary persons, of its subordinates and of its other Clients, as well as for personal injury caused by the Client, its Goods, including the packaging of its Goods, its Auxiliary persons, subordinates and any other persons acting on its instructions.

2. The Client is liable to the Logistics service provider for any losses, including fines, interest charges, penalties and forfeitures, including the consequences of the failure to (timely) clear customs documents, ensuing from inter alia the inaccuracy, carelessness or incompleteness of the instructions and the information and/or documents provided by the Client, the failure to (timely) make the Goods available at the agreed time, place and manner, as well as the failure to (timely) provide documents and/or instructions.

3. The Client is liable to the Logistics service provider for any losses ensuing from the failure to fulfil its obligations under this or separate agreement(a)greement(s) and the C(s)onditions applicable thereto.

4. The Client will compensate the Logistics service provider for any fine imposed as a result of overloading in case of road transport. The preceding provision will, except in case of bad faith, not apply if the Client can furnish proof of a fine due to infringement of Article 2.6 Paragraph 2 of the Road Transport Act.

Article 9 - Other

1. The Logistics service provider can terminate the Agreement with immediate effect if the Client:
   - ceases in full or significantly to practise its profession or business;
   - loses the power of disposal over its capital or a significant part thereof;
   - loses its status as a legal entity, is wound up or is factually liquidated;
   - is declared bankrupt;
   - offers a settlement in lieu of bankruptcy;
   - applies for suspension of payment;
   - loses the power of disposal of its Goods or a significant part thereof as a result of attachment by third parties;
   - does not fulfil its obligations as referred to in Article 6 Paragraph 11.

2. The Logistics service provider will inform the Client if after receipt of the Goods by the Logistics service provider, the transport cannot in all reasonableness commence, be continued or completed within a reasonable period of time. The parties will in that case be entitled by means of a written notification to terminate the underlying transport agreement, with termination coming into effect on receipt of the notification. The Logistics service provider is not obliged to effect further transport to the place of destination and is entitled to unload the Goods and store these at a place fit for the purpose; the Client is entitled to take possession of the Goods. The costs incurred with respect to the Goods in connection with the termination are for account of the Client. Except in case of force majeure (Article 6:75 of the Dutch Civil Code), the Logistics service provider will compensate the Client for any losses incurred as a result of the termination of the agreement, whereby its liability is limited to twice the freight charges as agreed for the relevant transport modality, with a maximum of 10,000 SDR.

Article 10 – Complaints

1. If the Goods are delivered by the Logistics service provider without the consignee having determined the condition thereof in the presence of the Logistics service provider, the Goods are deemed to have been delivered in a good condition, subject to evidence to the contrary.

2. If the Goods are delivered by the Logistics service provider without the consignee having provided the Logistics service provider with any written reservations specifying the general nature of loss of or damage to the Goods, the Goods are,
   - in case of loss or visible damage, by no later than the time of Delivery;
   - in case of damage that is not externally visible, within the period prescribed by law for the transport modality chosen for the Delivery or, in the absence of a (statutory) arrangement, within five Working days after Delivery;

   deemed to have been delivered in a good condition, subject to evidence to the contrary.

3. The day of Delivery is not included when determining the aforementioned time periods.

4. In case of domestic transport, the Goods are regarded as lost if they are not delivered within 30 days of the day on which they were accepted for transport and it is unknown where they are located.

Article 11 – Prescription and lapse

1. All claims relating to the agreement will become prescribed after 12 months and will lapse after 18 months.

2. The time periods referred to in Paragraph 1 will in case of general or partial loss, damage, delay or Stock discrepancy commence on the first of the following days:
   a. the day on which the Goods have or should have been delivered by the Logistics service provider;
   b. the day on which the Logistics service provider has reported the loss, damage or existence of the Stock discrepancy to the Client.

3. If the Logistics service provider is held liable by third parties, including a government authority, the time periods referred to in Paragraph 1 will commence on the first of the following days:

a. the day on which the Logistics service provider is held liable by the third party;
b. the day on which the Logistics service provider has fulfilled the claim brought against it.

4. If the Logistics service provider or a third party engaged by the Logistics service provider has objected or appealed against the claim, the time periods referred to in Paragraphs 1 and 2 will commence on the day after the day on which decision on the objection and/or appeal has become irrevocable.

5. For all other claims, the time periods referred to in Paragraph 1 will commence on the day on which they fall due.

6. The time periods referred to in Paragraph 1 will for all claims relating to the Agreement in any event commence on the day following the day on which the agreement between the parties has ended

Article 12 - Payment conditions

1. All amounts owed by the Client to the Logistics service provider will be paid in accordance with the agreed term, whereby if no term is agreed, a term of 14 days after the invoice date will apply. Failure to observe this term is regarded as default.

2. If the Client fails to pay any amount due within the term as referred to in Paragraph 1 of this article, it will owe statutory (commercial) interest in accordance with Article 6:119a or Article 6:119 of the Dutch Civil Code, calculated from the due date until the date of payment in full.

3. The Logistics service provider is entitled to charge the Client any resulting judicial and extrajudicial collection costs. The extrajudicial collection costs are due from the moment that the Client is in default and are set at 15% of the claim with a minimum of € 150.

4. The Client will at all times compensate the Logistics service provider for any amounts levied or to be levied by government authorities in relation to this or separate A(a)greement(s) and the C(c)onditions applicable thereto.

5. The Client will at the first request of the Logistics service provider furnish security for all that the Client owes or will owe the Logistics service provider. This obligation also exists if the Client itself has already furnished security for payment.

6. The Client has no right to suspend payment, nor to set off any claims or costs against any amounts due to the Logistics Service provider relating to this or separate A(a)greement(s) and the C(c)onditions applicable thereto or against other costs chargeable to the Goods.

7. All amounts referred to in Paragraph 1 of this article are immediately payable and eligible for set off by the Logistics service provider in case of the circumstances referred to in Article 7 Paragraphs 1 and 2 of these Conditions.

Article 13 - Security

1. The Logistics service provider is entitled to refuse anyone the release of Goods, documents and monies, held or to be acquired by the Logistics service provider in connection with the Agreement.

2. The Logistics service provider can exercise a right of retention in respect of all Goods, documents and monies that it holds or will acquire as security for all claims that the Logistics service provider has or will have on the Client and/or the owner of the Goods, also with respect to claims that are not related to those Goods.

3. A right of pledge is established on all Goods, documents and monies that the Logistics service provider holds or will hold in relation to the Agreement as security for all claims that the Logistics service provider has or will have on the Client and/or the owner of the Goods.

4. The Logistics service provider may regard any party who, on behalf of the Client, entrusts Goods to the Logistics service provider for the performance of Logistics activities, as a party authorised by the Client to establish a right of pledge on those Goods.

5. If a dispute arises on settlement regarding the amount due or if said amount cannot be calculated promptly, the Client or the party demanding Delivery will at the request and election of the Logistics service provider immediately pay that part of the amount due on

which agreement exists and provide security for payment of the disputed remainder, the amount of which has not yet been determined.

6. The sale of any collateral will take place at the risk and account of the Client in the manner determined by law or will take place by private sale if the parties agree thereto.

7. The Client will at the first request of the Logistics service provider furnish security for costs paid or to be paid by the Logistics service provider to third parties or government bodies and for any other costs that the Logistics service provider has incurred or expects to make on behalf of the Client, including freight charges, port levies, duties, taxes and premiums.

Article 14 – Dispute resolution / arbitration

1. Any disputes arising from or related to the A(a)greement(s) to which these C(c)onditions apply will be submitted exclusively for arbitration in Rotterdam in accordance with the TAMARA arbitration regulations, with the exception of claims up to € 25,000 and undisputed claims, which will be submitted to the competent court in Rotterdam.

2. No appeal can be made to the exceptions referred to in Paragraph 1 if the Client has its registered office or principal place of business in a country outside the EU.

3. The arbitrators will, where applicable, apply the provisions of international transport treaties, including the convention on the international carriage of Goods by road (CMR). The Client guarantees the Logistics service provider that the unloader, the addressee and the other parties with an interest in the cargo will in case of damage to the Goods and/or delay in the delivery thereof the bound to the provisions of this Article.

Article 15 – Final provisions

1. All A(a)greements to which these C(c)onditions apply are governed by Dutch law.

2. The place of business of the Logistics service provider will be the place of settlement and adjustment of damage.

Article 16 – Recommended reference title

These Conditions can be referred to as "LSC 2014".

In case of any conflict with translated conditions, the Dutch version of these conditions will prevail.