

General Conditions of Indalo Shipping, Transport & Consultancy B.V. of Rotterdam

(hereafter called: 'Indalo')

(including the deposited tradenames under INDALO)

registered – in Dutch, English and German – with the District Court of Rotterdam

- 1.1 These conditions apply to all offers of and agreements with Indalo for the execution of work by Indalo (including the providing of services by Indalo).
- 1.2 The customer accepts the applicability of these Conditions for future assignments to and agreements with Indalo.
- 2.1 Unless explicitly otherwise agreed in the relevant case, Indalo shall only execute its work as the direct or indirect representative of its customer/principal. Indalo therefore does not, in principle, undertake to carry out transport on instruction of its customer, but Indalo undertakes, in principle, to instruct the carrying out of transport on instruction of its customer; Indalo does not undertake, in principle, to carry out stevedore work on instruction of its customer, but Indalo undertakes, in principle, to instruct the carrying out of stevedore work on instruction of its customer, etc.
- 3.1 Indalo is not liable for damage, loss, claims of third parties, fines and/or costs, arising in any manner whatsoever, unless the customer proves that such damage, loss, claims of third parties, fines and/or costs were caused by the intent or wilful misconduct of Indalo Shipping, Transport & Consultancy B.V. itself or of personnel of Indalo charged with the management of the performance of the agreement or the execution of the work.
- 3.2 If Indalo is nevertheless liable (on the basis of 3.1), it shall only compensate material damage to goods or loss of goods, up to a maximum of EUR 25,000 per event or series of events with one and the same cause. Indalo is never liable for other damage or loss, such as loss of profit, trading loss, costs, indirect damage or indirect loss.
- 3.3 Without prejudice to the above provisions regarding Indalo's liability, the customer shall indemnify Indalo against all claims of third parties vis-à-vis Indalo or shall indemnify Indalo against damage paid or owed to third parties in connection with the work which Indalo carries out or is to carry out on behalf of the customer, or with damage, costs and/or losses caused by (personnel of) the customer or by (personnel of) third parties for whose actions or omissions the customer is responsible. This duty of indemnity of the customer also covers all costs which arise in this respect on the part of Indalo, including all costs connected with legal assistance.
- 4.1 Indalo has a right of pledge and a right of retention in respect of all goods, documents and monies which are in Indalo's possession under any heading and for any purpose whatsoever, in respect of anyone who demands the issue of such items, with regard to all claims which Indalo has on the customer and/or the owner. Indalo can also exercise these rights in respect of what the customer still owes him in connection with previous assignments.
- 4.2 The customer waives any right of retention, right of suspension and right of settlement in respect of amounts owed by either party.
- 5.1 Indalo's invoices must be paid within 30 days after the invoice date. Any objections to the amounts charged must be submitted to Indalo in writing within 14 days after the invoice date; in the event of failure to do so, the amounts charged shall be deemed as accepted and denial that such is owed shall no longer be possible.
- 5.2 As of the day when the customer defaults on the payment of any money he owes, he shall owe Indalo a (composite) default interest of 1.5 % per month or part of a month over which the default continues.
- 5.3 Furthermore, in the event of default the customer is bound to pay the extrajudicial collection costs in full. These costs are deemed to be at least 15% of the outstanding amount and at least EUR 1,000.
- 6.1 Every claim vis-à-vis Indalo shall in any event lapse if such claim has not been enforced within six months after its arising.
- 6.2 All agreements between Indalo and the customer are governed by Dutch law. All disputes existing between Indalo and the customer shall exclusively be adjudicated by the competent court in Rotterdam.
- 7.1 Insofar as such are not contrary to the above provisions, and without prejudice to what is stipulated in 2.1 above, the following – depending on the nature of the work to be carried out by Indalo in the given case – also apply:
 - with regard to carriage of goods by road: the "General Conditions of Transport 2002" [*de "Algemene Vervoerscondities 2002" (AVC 2002)*], registered with the District Courts of Amsterdam and Rotterdam;
 - with regard to stevedore work: the "General Conditions of the Association of Rotterdam Stevedores 1976" (Rotterdam Stevedoring Conditions 1976) [*Rotterdamse Stuwadoorscondities 1976*], registered with the District Court of Rotterdam;
 - with regard to the carrying out of work as shipbroker and/or ship's agent: the "General Conditions and Rules for Dutch Shipbrokers and Agents 1992" [*Algemene Nederlandse Cargadoorsvoorwaarden 1992*], registered with the District Courts of Amsterdam, Dordrecht, Groningen, Leeuwarden, Middelburg and Rotterdam;
 - with regard to storage work: the "(FENEX) Dutch Warehousing Conditions 1995" [(*FENEX*) *Nederlandse Opslagvoorwaarden 1995*], registered with the District Court of Rotterdam;
 - with regard to carriage of goods over inland waters: the loading and carriage conditions (bill of lading provisions) which are used by the relevant carrier and if there are no such conditions, the "Verlade- und Transportbedingungen (Konossementsbedingungen)" (most recent version);
 - with regard to forwarding work and other work not mentioned by name in this clause: the "(FENEX) Dutch Forwarding Conditions 1999" [(*FENEX*) *Nederlandse Expeditievoorwaarden 1999*], registered with the District Courts of Amsterdam, Arnhem, Breda and Rotterdam;
- 8.1 In the event of deviation between the Dutch text of these General Conditions of Indalo Shipping, Transport & Consultancy B.V. or of other conditions to which reference is made and any translation made thereof, or in the event the Dutch text or any translation thereof can be interpreted in a different manner, the Dutch text and/or the interpretation of the Dutch text shall be decisive.
- 9.1 A copy of these General Conditions and of conditions set out in 7.1, when relevant, will be furnished upon request, free of charge.