

## GENERAL TERMS AND CONDITIONS OF JONKER & SCHUT B.V. (J&S)

### Article 1: Applicability

1. These general terms and conditions apply to all activities performed by J&S for its clients and otherwise, whether or not in execution of any contract for services, unless otherwise expressly agreed upon in writing.
2. All assignments will only be regarded as having been given to and accepted and carried out by J&S for the client. Third parties cannot derive any rights from the activities performed.
3. The applicability of general terms and conditions referred to in the client's documents is hereby expressly excluded.

### Article 2: Terms and conditions applicable to specific activities

Depending on the nature of the activities to be performed by J&S for the client, the following terms and conditions will apply in their most recent version:

- A. for storage, transshipment, safekeeping, treatment and processing: the Amsterdam-Rotterdam Warehousing Conditions, filed at the registry of the District Courts of Amsterdam and Rotterdam. Treatment and processing include the following activities: mixing, packing, labelling and palletising.
- B. for loading, unloading and stowage activities: the General Terms and Conditions of the Association of Rotterdam Stevedores, filed at the registry of the District Court of Rotterdam;
- C. for forwarding activities and tax representation: the General Terms and Conditions of the Netherlands Association for Forwarding and Logistics (FENEX), filed at the registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam.
- D. for domestic road transport: the General Transport Conditions 2002, filed at the registry of the District Courts of Amsterdam and Rotterdam.
- E. for international road transport: the Convention on the Contract for the International Carriage of Goods by Road (CMR).

1. The terms and conditions referred to above under A through E are available for inspection at J&S and can also be consulted at [www.jonker-schut.nl](http://www.jonker-schut.nl). The terms and conditions will be sent to the client free of charge on request.
2. If the activities to be performed by J&S within the context of a single assignment are different in nature, each of these activities will, depending on their nature, be subject to the terms and conditions referred to above under A through E and stated for this category of activities, irrespective of the nature and scope of the assignment and irrespective of whether the activities of a particular nature are subordinate to activities of another nature.
3. If it is unclear as to whether the activities to be performed by J&S are subject to one or more of the terms and conditions referred to above under A through E, J&S will determine which terms and conditions apply to those activities, irrespective of the nature and scope of the assignment given by the client. This right of option will also apply if the activities performed by J&S are subordinate to activities of a category to which terms and conditions have been declared applicable in accordance with the above provisions.
4. All assignments in connection with road transport are deemed to be assignments to transport goods as described in Article 60 ff. of Book 8 of the Dutch Civil Code.
5. In case of a conflict between these General Terms and Conditions and the terms and conditions referred to above under A through E, and in the event that the nature and scope of the activities do not fall under the terms and conditions referred to above under A through E, these General Terms and Conditions will apply.

### **Article 3: Liability of J&S and force majeure**

1. The liability of J&S is determined by the terms and conditions that apply to the activities performed by J&S pursuant to Article 2.
2. If none of the terms and conditions referred to in Article 2 apply, J&S's liability for any damage or loss that can be attributed to it will be limited to 2 SDR per kilogram of damaged or lost gross weight up to a maximum of the invoice amount, unless the client proves that the damage or loss was the result of the intent or deliberate recklessness on the part of J&S itself or its managers.
3. J&S will never be liable for indirect damage or loss, including trading loss, loss due to delay, consequential loss and/or immaterial damage.
4. In a situation of force majeure, J&S will never be obliged to meet its obligations arising from the assignment and/or contract nor be obliged to pay any compensation. Force majeure includes the following circumstances:
  - A. acts performed by J&S for which it obtained permission from the client;
  - B. fire, smoke, explosion, fire-fighting water, theft, natural disasters, work strike, war, threat of war, import and export bans, obstructive measures imposed by any government authority, industrial accidents and/or operational failures;
  - C. all other circumstances which J&S was reasonably unable to prevent, avoid or stop, even if these circumstances were already foreseeable at the time of the formation of the contract. This includes similar circumstances with which auxiliary persons are faced as well as a breach of contract by auxiliary persons.

### **Article 4: Liability of auxiliary persons engaged by J&S**

1. J&S will exercise due care when engaging auxiliary persons. J&S is, however, not liable for errors and failures by these auxiliary persons.
2. Auxiliary persons will in any case and each of them individually enjoy the same protection and are entitled to the same exclusions, exemptions and limitations of liability which apply to J&S in accordance with these General Terms and Conditions.

### **Article 5: Time limit and limitation period**

1. The time limit and/or limitation period for claims from clients and third parties is determined by the terms and conditions applicable to the activities performed by J&S pursuant to Article 2.
2. If none of the terms and conditions referred to in Article 2 apply, or if the time limit and/or limitation period included in these terms and conditions would be invalid for any reason whatsoever, all claims from clients and third parties will lapse, if they have not been submitted to the court within one year counting from the day following the day on which the client or third party become aware, or could reasonably have become aware, of the facts on which its claim is based, but such claims will in any case lapse after three years counting from the date on which the assignment was given to J&S or, if no such assignment was given, the activities were performed by J&S. All goods are transported in accordance with the general transport and CMR Commercial register no. 09098188 conditions. The most recently filed version of these conditions will always VAT no. NL8108.25.612.B02 apply. A copy will be sent to you upon request.