

GENERAL TERMS AND CONDITIONS GVT GROUP OF LOGISTICS

1 Applicability

1.1 These general terms and conditions apply to all activities of GVT Group of Logistics (hereafter GVT GOL). GVT GOL comprises GVT Transport & Logistics B.V., GVT Transport & Logistics Alkmaar B.V., GVT Transport & Logistics Apeldoorn B.V., GVT Transport & Logistics BVBA, Barge Terminal Tilburg B.V., Railport Brabant B.V., GVT Intermodal B.V., GVT Maintenance & Repair B.V. en Rail Terminal Rzepin Spółka z o.o,

1.2 These general terms and conditions are available on the website of GVT GOL (www.gvt.nl) and shall be sent free of charge on request. These general terms and conditions have also been filed at the court of law for Zeeland West-Brabant.

1.3 These general terms and conditions shall prevail unless otherwise explicitly agreed in writing, as with client specific terms and conditions for example. Clients' own general terms and conditions shall not apply.

2 Applicable Industry Sector Terms and Conditions

2.1 In addition to the provisions contained within these general terms and conditions, the customary industry sector terms and conditions are applicable to all contracts between GVT GOL and the client:

a. **Road transport:** De Algemene Vervoerscondities 2002 (AVC 2002, The General Transportation Terms and Conditions 2002), filed at the registry of the regional courts of justice in Amsterdam and Rotterdam, for cross border road transport of goods in addition to the CMR Convention.

b. **Storage and ancillary activities:** The Physical Distribution Terms and Conditions 2000, filed on 1st September 2000 at the registry of the regional courts of justice in Amsterdam (nr. 177/2000) and Rotterdam (nr. 116/2000).

c. **Shipping and forwarding:** De Nederlandse Expeditievoorwaarden (The Dutch Forwarding Conditions), filed on 1st July 2004 at the registry of the regional courts in Amsterdam, Arnhem, Breda, and Rotterdam, with the exception of article 23.

d. **Transport by inland waterways:** De Intermodale Barge Voorwaarden van de Vereniging van Inland Terminal Operators (VITO) (The Intermodal Barge Conditions of the Association of Inland Terminal Operators).

e. **Rail transport:** COTIF/CIM treaty.

2.2 The applicable terms and conditions shall be supplied to the client before work is begun. The terms and conditions above can also be found on the website of GVT GOL previously mentioned in article 1.2. One written copy shall be sent free of charge at the first request.

2.3 In the event of a conflict of terms and conditions, the terms and conditions that are the most favourable for GVT GOL shall apply.

3 Standard sizes

3.1 GVT GOL uses the following standard sizes:

- 1 Euro pallet (80x120 cm), where not stackable = 750kg = 2 m³ max.
- 1 Four-way (blok) pallet (100x120 cm), where not stackable = 875kg = 2.5 m³ max.

3.2 The weight of one loading metre must not exceed 1750kg.

3.3 There can be a surcharge for packages longer than 1.75m.

3.4 A package must not exceed 31.5kg

4 Terms and Conditions of Transport / General Rates

4.1 The rates cited by GVT GOL are exclusive of VAT unless otherwise stated.

4.2 Statement of freight should be given by size, either by fax, e-mail or digitally.

4.3 A fuel clause is included in all quotations for transport activities.

4.4 The rates applied by GVT GOL are valid until the end of the calendar year. The new rates proposed by GVT GOL apply from 1st January of the new calendar year.

4.5 GVT GOL reserves the right to pass on any external increases in costs via its tariffs. In the event, it shall inform the client in a timely manner.

4.6 If no agreement can be reached with regards to 4.4 and 4.5 above, both GVT GOL and the client have the right to end the contract subject to fourteen days notice.

5 Terms and Conditions of Transport / Distribution Rates

5.1 All rates of GVT GOL are based on the registered office as the first point of loading unless otherwise stated.

5.2 The client is responsible for adequate packaging and clear labelling.

5.3 The agreed address of loading and/or unloading needs to be accessible for a lorry.

5.4 The maximum loading and unloading time per address is 30 minutes for consignments up to 4 pallets, 1 hour for consignments up to 14 pallets and 2 hours for full lorry loads.

GVT GOL shall charge the client its hourly rate as stated in its rates should these times be exceeded.

6 Terms and Conditions of Transport / Container Transport Rates

6.1 Every contract with the client is for 20"/40"/40"H.Q./45" containers unless agreed otherwise. The rates are based on these sizes.

6.2 The transport will take place via the railway or inland waterways (intermodal transport) at the discretion of GVT GOL. Should road transport (nevertheless) be used, another rate to be agreed will be applied.

6.3 It must be possible to access the container with a lorry at the loading address and to unload the container with a lorry at the unloading address.

6.4 The maximum loading and unloading time per container is 2 hours. GVT GOL shall charge the client its hourly rate as stated in its rates should these times be exceeded.

7 Specific requirements / instructions

7.1 The client must make specific requirements or instructions known to GVT GOL with regards to the (transport) contract beforehand in writing unless otherwise agreed. GVT GOL shall then confirm the order in writing.

7.2 Specific requirements / instructions as mentioned in 7.1 may increase the price with a surcharge. The amount of the surcharge is subject to the extra service that GVT GOL has to deliver.

7.3 Signed delivery notes will only be sent on request. Costs for sending delivery notes as standard are included in our prices.

8 Conditions of Payment

8.1 All payments due from the client must be received within 14 days of the invoice date. The aforementioned deadline is final so that amounts due are payable on demand after the expiry of the deadline.

8.2 A contractual amount of 1% per month of the (remaining) amount due will be applied should the amount due or part of the amount due still be outstanding after the expiration of the 14 days.

8.3 The client is not entitled to apply any set-off in respect of amounts charged by GVT GOL under any contract existing between them unless otherwise agreed.

8.4 GVT GOL is entitled to charge the costs of extra-judicial debt recovery at a minimum of 15% of the total amount as soon as the client is in default. The invoice of the lawyer, bailiff or debt collection agency shall serve as evidence of the extra-judicial debt recovery costs.

8.5 The client is automatically in default by law and further notice or proof is not required. GVT GOL is then entitled to suspend the fulfilment of its obligations under the contract, to request (additional) guarantees and to retain the transported goods under its lien (right of retention) in the broadest sense or as pawn, for which these terms and conditions serve as a private contract. Client pledges in advance all that GVT GOL has, and shall receive, from itself, to GVT GOL, as security for the obligations intended in the previous sentence. Security is deemed to have been established unconditionally. Client irrevocably grants GVT GOL the power to further record and register the security.

8.6 Complaints by the client must be received by GVT GOL within eight days of the invoice date, failing which the right to complain shall be forfeit.

9 Liability and hazardous substances

9.1 Our liability is limited to the provisions of the applicable additional terms and conditions cited in article 2.

9.2 GVT GOL is only liable up to the amount that is covered by its liability insurance where these terms and conditions are not applicable, except in the event of intent or gross negligence. All liability for consequential loss is always excluded.

9.3 The shipper/consignor/provider of hazardous substances is always responsible for the correct labelling, packaging, transportation documentation, forwarder declaration and Tremcard in the required languages. GVT GOL accepts no liability whatsoever for this.

9.4 A risk surcharge may be applied in addition to the transport costs, subject to the chosen route/destination.

10 Applicable law and jurisdiction

10.1 All legal matters relating to this contract are exclusively subject to Dutch law.

10.2 The court of law for Zeeland West-Brabant shall have the sole jurisdiction for hearing any dispute between GVT GOL and the client.