



Standard Terms & conditions

I Applicability Standard Terms & Conditions

These Standard terms & Conditions are published at www.dwpbv.com, set out the general Terms & Conditions on which Dutch Warehousing & Processing B.V. or her subsidiary or her affiliated companies performs their services (hereinafter: "DWP"). These Standard Terms and Conditions govern all offers, agreements, legal acts and actual acts relating to its services and apply to the legal relationship between the parties, including once the agreement of any other form of service has ended.

DWP shall not be bound by any conflicting terms & conditions used by the Client or a third party and such terms & conditions shall not apply to any agreement, unless these have been accepted in writing. These Standard Terms and Conditions also apply to any and all future services to be performed by DWP.

Depending on the nature of the activity/service, general sectoral terms & conditions are applicable (see section II). If any of these terms & conditions conflict with the Standard Terms and Conditions of DWP, the Standard Terms & Conditions of DWP shall prevail.

Failure of the DWP to invoke or enforce strict compliance with any provisions of the conditions shall not constitute a waiver by DWP of its rights to insist on compliance with all other provisions of the conditions or invoke the respective provision on other and/or future circumstances.

II General Sectoral Terms & Conditions

Nature activity	Applicable
Forwarding	Dutch Forwarding Conditions of FENEX deposited at the Registry of the District Courts at Amsterdam and Rotterdam on 1 May 2018
Warehousing	Dutch Warehousing Conditions of FENEX deposited at the Registry of the District Court at Rotterdam on 15 November 1995
Shipbrokers activities	General Conditions and Rules for Dutch Shipbrokers and Agents 2009 deposited at the Registry of the Rotterdam District Court and the Chamber of Commerce in Rotterdam

III Definitions/General Provisions

The "Client" means: every natural or legal person who provides DWP with an order to perform services and concludes to that effect the agreement, irrespective of the agreed method of payment.

The "Goods" can be defined as: the goods to be made available or made available to DWP, its agent (if applicable) or third party by or on behalf of the Client, for the purpose of executing the agreement.



Standard Terms & conditions

The Client (including any third party which becomes a party to or gets involved by the agreement between DWP . and the Client) commits to provide in a timely manner all necessary/relevant information, documentation and/or any required permits and warrants in compliance within the framework of the applicable legislation, such as (but not limited to):

- The nature, quality, type, composition, weight, volume, fumigation of material and other specific relevant information concerning the Goods;
- Required documents such as licenses, shipment accompanying documents, MSDS sheet etc.;
- The required or recommended method of storage with regard to the nature of the goods;
- Transfer of ownership, custom formalities, etc.;
- Special directions with regard to the method of loading or unloading and all other particulars as far as applicable.

DWP is entitled to have services carried out (in whole or part) by staff and equipment of third parties. DWP may also take measures for treatment and handling as it may deem necessary for preservation or protection of the stored good or of its own or others goods or properties, all at the Client's risk and expense.

The contracting party is obliged to take out required/necessary insurance that can be caused by the Goods. DWP does not insure the Goods under the agreement.

The Client explicitly warrants to have all necessary rights and powers with respect to the Goods which DWP is requested to render services for. It is hereby acknowledged and accepted that DWP has no responsibility or liability whatsoever with respect to any conflicting claims arising out of any dispute contesting rights of possession, ownership, or title to the Goods or any part thereof.

IV Offers & Agreement

Offers made by DWP are non-binding until an agreement has been concluded in writing. Any agreement with DWP is only concluded by written confirmation of DWP or in case DWP has already started the performance of an order. Any amendment to the agreement made by DWP shall be deemed accepted by the Client if not rejected within fourteen days after notification of such amendment.

V Prices, Rates & Tariffs

All prices, rates and tariffs are in Euros (€), unless agreed otherwise in writing and excluding VAT, duties, taxes and charges, levied by public authorities in connection with the Goods, their transshipment and/or storage.

DWP is entitled to make annual adjustments of prices, rates & tariffs, pursuant to any increase of costs.



Standard Terms & conditions

VI Payment Conditions

The standard payment term of DWP is within 14 days of the invoice date, unless agreed otherwise in writing. Import duties are to be paid upon receipt of the invoice. DWP is entitled to require an advance payment or a prepayment for these duties if they exceed the amount of € 2.500,-.

The Client shall not be entitled to invoke set off of the invoice amount against any claim it may consider it has on DWP and/or suspend payment thereof.

In the event of failure by the Client to fulfill her payment obligations under this agreement within the payment term of 14 days, the Client shall become in default without requirement of any prior notice of default.

As from the date on which she is in default, the Client will owe statutory commercial interest based on article 6:119a Dutch Civil Code, until payment of the entire due and payable amount has been received. The Client will also owe DWP the judicial costs incurred in order to secure the compliance with its payment obligations. Therefore, extrajudicial costs shall be fixed at 15% of the amount of the claim.

Payments made by DWP or a subcontractor of DWP on behalf of the Client, such as payments with regard to import duties, ocean freight costs and other costs relating to additional services, will be invoiced separately and have to be paid directly upon receipt of the invoice.

All outstanding invoices or claims of DWP shall become immediately payable if the Client a) discontinues its profession or business largely or in full, b) will apply for an administration order or bankruptcy c) is declared bankrupt, d) ceases its activities in whole or in part or transfer them to third parties, or e) loses control of its assets in whole or in part because of attachment or similar measures.

VII Termination

DWP is entitled to terminate the agreement immediately by written notice if the customer is in breach of its obligations under the agreement in the events a) to e) as aforementioned under article VI of these Standard Terms and Conditions (but not limited to this events).

If the Client consistently imputably fails to fulfil one or more of its obligations under the agreement with DWP, DWP will be – without prejudice to her right to compensation for any damages sustained and/or to be sustained – entitled to dissolve the agreement with the Client with immediate effect in full or in part after (by e-mail or by registered letter) it has stipulated a specific term of fourteen days for fulfilment of the obligations and after expiry of this specific term (when Client has not yet fulfilled her obligations by then). If, by stipulating such a period, DWP's interests in the undisturbed conduct of its business would be impaired disproportionately, DWP may dissolve the agreement with the Client without observing a time limit. Article 18 of the Dutch Forwarding Conditions of FENEX (May 1st 2018) is also applicable.



Standard Terms & conditions

VIII Right of Retention, Lien and Pledges

DWP has a lien and/or a right of retention in respect of the Goods and any documents and funds of the Client that are in the possession of DWP under the Agreement. The Goods and any documents or funds of the Client that are in possession of DWP under the agreement may serve as a pledge for DWP against all claims that it may have or may acquire against the Client or any other party with rights to the Goods or funds. DWP shall not in any circumstances be liable for any loss or damages resulting from the exercise of a pledge, right of retention, or lien.

Until the end of the exercise of the lien or the right of retention, DWP is entitled to be paid storage charges at the same rate agreed prior to the exercise of DWP's right of retention, or at the rate in force immediately prior to termination.

IX Liability and indemnification

Where an agreement is subject to sectoral terms and conditions (see II), and where liability is specifically addressed in the sectoral terms and conditions, DWP's liability shall be determined by the applicable sectoral terms and conditions. In any case (also in cases where the sectoral terms and conditions do not specifically determine such liability) the following provisions shall apply (and shall prevail in the event of a conflict with the sectoral terms and conditions).

DWP shall not be liable in the event of error, fault or negligence of the Client or his servants or agents or/and any action done with the intent to cause such loss, damage or delay, or recklessly and with the knowledge that such loss, damage or delay would probably result.

Furthermore, DWP shall not be liable for any claim of whatsoever nature or any loss howsoever arising, whether based in contract or tort (whether based in negligence or strict liability), and shall - in particular – not be liable for:

- all immaterial, indirect and/ consequential damage, such as but not limited to: delays, port dues, demurrage, loss of profits, fines and/or similar levies;
- all damage and loss occurring before or after the actual execution of the task by DWP of any of her subcontractors;
- theft;
- inherence defect in the Goods and/or the packing with no link whatsoever to an event occurred while the material was under DWP's or her subcontractors supervision;
- flooding, whirlwind, natural disaster, explosion and fire, whoever or whatever may be the cause thereof;
- failure to communicate or incorrect communication of data or instructions, or communicating incorrect or incomplete data or instructions by the Client which failure would have caused the loss,

except in the event(s) of intentional misconduct or willful recklessness of DWP or her management.

In no case shall any liability of DWP exceed the maximum amount of 10.000 SDR or series of events arising from one and the same cause.



Standard Terms & conditions

No legal proceedings (including any counterclaim) may be brought against DWP unless they are issued and served within 6 months of the event giving rise to the claim.

Without prejudice to any of DWP's rights and securities under these conditions, the Client shall be obliged to indemnify and hold harmless DWP against any and all loss, damage, liabilities, duties, taxes, penalties, damages, costs and expenses whatsoever incurred or suffered by DWP arising directly or indirectly from or in connection with the Goods or services, and/or DWP carrying out the customer's express or implied instructions or their implementation by or on behalf of or at the instance of the Client, and/or which is related to any breach of the Client's obligations under the agreement and applicable conditions.

In the event of:

- legal proceedings being instituted between DWP and the Client and where a judgment is entered in favor of the DWP,
- legal proceedings being instituted by DWP on behalf of the Client against third parties, and where a judgment is either entered in favor of or against DWP,

the Client agrees to reimburse all (specified) legal costs incurred in connection with the proceedings including collection charges and tracing agents' fees.

X Force Majeure

In addition to article 6:75 BW and article 12 of the sectoral Dutch Forwarding Conditions of FENEX (May 1st 2018), DWP shall not be liable for any loss, damage to or destruction of the Goods, or for any delay in the performance or non-performance of any of the terms of the agreement due in whole or in part to any cause not within the control of DWP including without limitation but not limited to the following:

- war, threat of war, official action, quarantine, civil disturbance, terrorism and terrorist threats, revolution or the operations of international law, governmental decree, sanctions or other trade restrictions, sabotage, strike, lock-out, interference with communications, cyber-attacks, lack of transport, labor and/or storage accommodation;
- storm, fog, lightning, flood, high and low tide or water level, frost, freezing, ice, heat, earthquake, acts of God;
- subsidence and/or collapse of the ground and/or any storage facility; the natural properties of the Goods, inherent changes in quality, spontaneous deterioration, self-generated heat, combustion, explosion, drying, mold, yeasts, leaks, rot and mildew, rust and sweating; and the non-availability of a berthing or parking place upon arrival of a vessel or truck;
- wheel puncture, unordinary traffic and/or congestion, or gasoline shortages due to strikes.

All additional costs which may be incurred as a result of a force majeure event, including but not limited to carriage and storage charges, warehouse or yard rentals, charges in



Standard Terms & conditions

respect of transportation of the Goods to another storage area, demurrage for vessels or trucks, insurance premium, charges in respect of delivery from warehouses, bonded or otherwise, shall be borne by the Client and shall form part of the debt due and owing to DWP. by the Client on which interest shall be chargeable.

The Client's payment obligations arising before the commencement of the force majeure event remain in force despite the force majeure event. Notwithstanding anything to the contrary, the customer shall continue to be liable to DWP for all charges and expenses incurred arising out of or in connection with any force majeure event, and whether under the Client's instructions or otherwise, until such time DWP ceases to provide any of the services to the Client.

XI Applicable Law & Competent Court

The legal relationship between DWP and the contracting party shall be governed by the Dutch Law.

Any disputes that may arise between the parties shall be settled exclusively by the competent court in Rotterdam.