

GENERAL CONDITIONS GENERAL CARGO-STEVEDORES
AMSTERDAM 2007

ISSUED BY THE

ONDERNEMERSVERENIGING REGIO AMSTERDAM
SECTOR TRANSSHIPMENT AND STEVEDORES

Filed with the registrars of the Courts of Amsterdam and Rotterdam on
16 January 2007

DEFINITIONS

Section 1

1. In these conditions it is understood by:

Premises: all sites, buildings (sheds and otherwise) and water plots where the Stevedore is situated or performs his operations, including (whether adjacent or not) quays, railways, crane tracks and roads;

Assignment: the contract of assignment for rendering operations irrespective of the goods involved and irrespective of the means of transportation, - floating, fixed or moving, or means of operation involved, and the assignment includes all operations connected therewith or following there from (including preparatory or additional operations), irrespective of the fact whether the Stevedore is obliged to perform these operations or not;

Principal: a natural person, legal entity, partnership or company without legal personality, which, for its own account and risk or for the account and risk of third parties, granted an assignment to the Stevedore thereby implicitly representing towards the Stevedore the owner of the goods and the shipping company or owner of the means of transportation involved and thereby accepting liability for all these parties towards the Stevedore;

Stevedore: a natural person, legal entity, partnership or company without legal personality, involved in discharging, loading, moving, handling, mixing, sorting, storing for long or short periods, managing and auctioning general cargo and/or other goods, all whether or not with assistance of mechanised equipment, additional equipment and assistance, whether fixed, floating or moving for the purpose of grabbing, lifting, transporting and stacking, all in the broadest interpretation;

Conditions: these general conditions;

Operations: all acts whether in fact or in law or omissions, as well as the making and receiving of oral or written statements.

APPLICABILITY OF THE CONDITIONS

Section 2

1. These Conditions apply to all Assignments, offers and/or Operations. The (possible) applicability of any general conditions used by the Principal is hereby (and in advance), explicitly rejected and these Conditions shall always prevail. In case of conflicts between the Dutch wording of these Conditions and any translation thereof, the Dutch wording shall prevail.
2. For Assignments and Operations which do not fall within the scope of the original activities of the Stevedore but are nevertheless performed by or for the Stevedore, such as, but not limited to, those of towage companies, warehousing companies, forwarders, transporters etcetera, the general accepted conditions

used in such industry will apply also, respectively the conditions of which the applicability is stipulated. As in the relevant industry generally accepted conditions for towage services these are the Algemene Sleepconditiën, for pushing services the Algemene Duwconditiën, for warehousing the Veemcondities Amsterdam-Rotterdam, for forwarding, customs-forwarding and other Operations connected with customs formalities the Nederlandse Expeditievoorwaarden (FENEX), for national road carriage the Algemene Vervoerscondities (AVC), for survey and superintendancy the Algemene Controle en Inspectievoorwaarden (VEROCOG), for ship brokerage and agency the Cargadoorscondities, for tank storage the Algemene Voorwaarden voor Tankopslag in Nederland and for carriage on inland waterways the Bevrachtingsvoorwaarden, in all situations the most recent edition of these conditions. In case of a conflict between such general conditions and these Conditions, the Stevedore may decide which conditions or which provisions of such conditions to invoke.

3. The Stevedore is equally entitled to invoke the conditions whether standard or personal of third parties with whom he has made a contract relating to his Operations or any specific provision of such conditions or contract. In case of a conflict between such conditions and the Conditions, the Stevedore may decide which conditions or which provisions of such conditions to invoke.

PAYMENT AND ACCOUNTABILITY Section 3

1. All costs charged by the Stevedore will have to be paid immediately after rendering of the invoice, without any discount, suspension or settlement, whatever the cause may be. The Principal shall pay the Stevedore the applicable Dutch legal (compound) trade interest over the period during which the payment(s) were due to the Stevedore. The Principal is liable for all costs connected with collecting any due payments, both judicial and extra judicial. For that matter the extra judicial collection costs shall amount at least 15% of the unpaid and due amounts with a minimum of EUR 50.
2. The books of the Stevedore will be considered as final evidence of the nature, contents and extent of the Operations performed such as, but not limited to, the hours worked, the work force and/or equipment issued, the number/amount of handled packages/units, unit of product etcetera.
3. Upon first request of the Stevedore the Principal shall pay the Stevedore an advance payment as established by the Stevedore for the costs to be charged, or the Principal will offer security for these costs to the Stevedore in the form of a bank guarantee issued by a first class bank. The Stevedore is in any case and always allowed to suspend the performance of the Assignment or to terminate it, until the Principal has validly settled a request as mentioned in this article.
4. All claims of the Stevedore shall become immediately due in case of the bankruptcy, suspension of payment or a debt rescheduling (or an application thereto) of the Principal or its representative or the owner and/or shipping company and/or charterer of the means of transportation to or for which the Operations were or will be performed, or in case of an arrest or attachment on any property of the Principal or its representative or – in general – in case of attachment of the means of transportation or on the contents or any part thereof to or for which the Operations were or will be rendered, such as for example the vessel, the cargo or the bunkers of the vessel, or on the freight due in connection with the vessel, or on any part thereof.

5. The Stevedore has a right of pledge/assignment and right of retention on all goods, documents and monies kept or to be kept by him, from whatever nature and for all claims for his Operations or otherwise, in which case the goods or documents will still be kept for the account of the Principal. In case of non payment within 30 days after a reminder, or in case of lack of suitable security, the Stevedore is entitled to sell the goods or documents on which he has a right of pledge or retention in private or in public without any leave required by the Court. The Stevedore is in all situations entitled to settle any claim with the monies kept or to be kept by him.

PERFORMANCE OF THE ASSIGNMENT Section 4

1. The Stevedore is entitled to partly or fully subcontract the Assignment to third parties.
2. The Operations will be carried out at the Stevedore's option with his own or with others' equipment or with the help of the loading or the discharging gear or power of the means of transportation, which shall be put at his disposal free of charge. The gear and the said means of transportation itself must comply with the requirements of the public authorities and the Stevedore. The master of the vessel or the persons in charge of the means of transportation in relation to which Operations are performed, are under an obligation to supervise the proper functioning and use of same and to do whatever is possible to prevent damage. Costs in connection with or following from (extra) instructions issued by the Principal in connection with performance of the Assignment, are for the full account of the Principal.
3. In case information is given by the Stevedore such as on when certain cargo will be discharged or the time of loading and/or delivery, this will be done without any liability on his part. The ordering alongside of the means of transportation of the interested parties is considered as a supply of information as indicated above.
4. The clearing up of holds, the opening and closing of hatches, the rigging of derricks and/or winches, the placing and removing of gangways and in general any work, which has no direct relation with the Assignment in a strict sense but which is necessary in order to commence, continue or terminate the Assignment, shall take place without any liability on the Stevedore's part, even if the execution of such Operations has become customary.

If the Principal fails to take timely measures to enable the performance of the Assignment, the Stevedore is irrevocably entitled to do so for the account and risk of the Principal.

5. The Principal arranges for sufficient light on board of the means of transportation. Installing of lighting by the Stevedore is done with full exclusion of liability for the Stevedore.
6. Means of transportation for which the performance of the Assignment is finished or for which the performance of the Assignment is rejected, suspended or interrupted will have to leave the Premises of the Stevedore immediately.
7. Goods, which are not received or taken away timely, may be stored by the Stevedore for the account and risk of the Principal and/or interested parties,

without prejudice to any of the rights of the Stevedore by virtue of these Conditions or otherwise.

CONTROL-SERVICES Section 5

Except in case of clear written approval by the Stevedore, all control services requested for/by the Principal (tallying, weighing, measuring, gauging, checking, sampling, sorting, etcetera) shall be performed exclusively by the Stevedore against separate charges.

THE PACKING AND MARKING OF GOODS Section 6

1. Without prejudice to the below, the goods to be handled will have to be packed and marked in accordance with the rules of public law pertaining at the place of performance of the Assignment.
2. It must be clearly and accurately indicated on the goods in conformity, wherever possible, with generally accepted rules failing formal legal rules if they are or contain items which are especially susceptible to rust or self-heating and/or inflammable and/or explosive and/or fragile and/or poisonous and/or radio-active and/or intoxicating and, in general, if they are or contain items which may be injurious or dangerous to men, animals or the environment; also the weight must be clearly and accurately indicated on the goods. The Stevedore's attention must be drawn to any of the elements referred to in this subsection and also to goods which, having regard to their value, require special stowage or handling. More in particular and upon first request of the Stevedore, if required prior to the actual delivery of the goods, the Principal will have to prove that it has delivered or shall deliver the goods in compliance with the provisions of the "European Regulation on the Transfer of Waist" ("EVOA") and the policy pursued on the basis thereof by the governments involved, as far as the goods are or will be deemed to be waist in the meaning of the EVOA by the government of the country of shipment and/or the country of receipt. In case of applicability of the EVOA the Principal will have to prove upon the Stevedore's first request that it has received prior approval of the competent government/authority/authorities to export the goods as far as they are deemed to be waist in the meaning of the EVOA.
3. The Stevedore is entitled, but not obliged, to reject arrival of the goods at the premises or to reject, suspend and/or interrupt the handling of the goods and/or to take such actions in respect of these goods deemed necessary by the Stevedore (including destruction), in case in the opinion of the Stevedore, without being required to perform a detailed research, the goods are in any part not in conformity with the above and/or by lack of the mentioned EVOA-government approval granted to the Principal in order to export the goods, all without any liability for the Stevedore and all for the account of the Principal. In case the goods which do not comply with the above are already present at the Premises, these goods will have to be removed upon the Stevedore's first request.
4. Indications or descriptions in a foreign language or in technical terms which, in the opinion of the Stevedore, are not generally known, shall not be deemed to comply with the foregoing requirements.

PERSONS ON OR AT THE PREMISES
Section 7

All persons on or at the Premises of the Stevedore, including the Principal and third parties retained by him or persons retained by him whom – whether or not employed by the Principal or by third parties retained by the Principal – in connection with the Assignment or with the approval of the Principal or for his benefit present at the Premises, are obliged to strictly follow the rules, regulations, measures or orders issued by or for and on behalf of the Stevedore and any public laws. The Principal is liable for any damage, whether direct or indirect caused by such visiting persons, or caused by goods or equipment handled by them or by the Principal, and the Principal shall indemnify the Stevedore for any claims from or for and on behalf of those visiting persons, including their underwriters/insurers in connection with physical injury, death or any other damage suffered during or due to a visit to the Premises.

LIABILITY
Section 8

1. On the penalty of exclusion of all liability of the Stevedore, the Principal will inform third parties retained by him for the performance of the Assignment on the contents of these Conditions.
2. For damage to the goods and/or means of transportation of or assigned by the Principal, or for damage to persons employed by or working for the Principal, or to persons assisting in any way with the performance of the Assignment or Operations, the Stevedore is only liable in case it is proven that this damage was caused by personal gross negligence or wilful misconduct of the Stevedore self.
3. The Stevedore is released from any and all liability, in case the Stevedore is not notified in writing by the Principal of the alleged damage and has been allowed to convince himself of the damage prior to the termination of the Assignment or prior to departure of the means of transportation involved in the Assignment or the goods to which the damage was caused. In case it was not reasonably possible to give this notification of damage prior to the above date(s) and the Principal was prior to these dates already aware of this damage, the expiry date is the first following date on which the Principal could have notified the Stevedore, at the latest three days after termination of the Assignment. The amount of the damage will be established as per the date on which the damage was discovered or should have been discovered in accordance with the first line of this article. Settlement agreements, acknowledgements of liability and any other document for which the Principal requests the Stevedore to sign in connection with any damage, only bind the Stevedore in case signed by or for an authorized manager of the Stevedore or any other person in the possession of a validly granted power of attorney by the Stevedore for that purpose.
4. In case of liability of the Stevedore, same is limited as follows:
 - a. for damage in respect of goods or animals to a maximum of EUR 1,000 per unit or animal;
 - b. for non-unit cargo EUR 1,000 per 1000 kg;
 - c. for damage in respect of persons to a maximum of EUR 10,000 per person;
 - d. for damage in respect of goods not covered by sub-article 4a to a maximum of EUR 10,000.

In any event where damages are incurred or suffered in respect of persons and/or animals and/or goods or otherwise, the Stevedore's liability shall be limited to EUR 25,000 (twenty five thousand Euro) per Assignment or event (at Stevedore's option), such amount to be divided pro rata between the interests involved according to the damage suffered.

5. All damages including costs, loss of profit, losses, fines or other disadvantages incurred by the Stevedore in respect of any event for which he is not liable under these Conditions or otherwise, including customs fines and/or any other governmental fines, penalties or duties, shall be reimbursed to him at his first request by the Principal, irrespective of whether the Principal and/or others have incurred damage themselves. If an event has resulted in damage for which the Stevedore is both liable as well as damage for which he is not liable, the Stevedore shall bear his own damage.
6. The Principal shall indemnify the Stevedore for all claims of third parties, including governmental authorities, in connection with the performance of the Assignment or otherwise. The Principal will arrange for its own sufficient insurance of those risks for which the Stevedore is exempted from liability according to these Conditions (whether by nature or for the amount at stake). In case of (expected) claims of third parties, including governmental authorities, the Principal shall upon first request of the Stevedore arrange for sufficient security issued by a first class underwriter or bank in favour of that third party or in favour of the Stevedore, up to a maximum amount of the (expected) claim as assessed by the Stevedore, to be increased with a 30% (thirty percent) charge for interest and (legal) costs.

EXEMPTION FROM LIABILITY Section 9

1. The Principal will reimburse the Stevedore for claims of third parties (including the Principal's insurer/underwriter) for damage for which the Stevedore is exempted from liability according to these Conditions, whether by nature or by amount. If requested by the Stevedore, the Principal will assist the Stevedore in the defence, as far as possible and allowed.
2. Except in case of his personal gross negligence or wilful misconduct, the Stevedore shall never be liable for non-material damage nor for consequential damages in any form whatsoever (such as loss of profit or income, fines and similar charges), nor for the event from which such damage arises, nor for damage of any kind, nor for the event from which such damage arises in the following circumstances:
 - a. owing to the condition, nature or stowage of the goods or the nature or condition of any means of transport involved or any part thereof;
 - b. the unavoidable result of the method of working, if neither the Principal nor the carrier nor other interested parties timely objected in writing concerning such method if working or of the speed required necessitated this method of working in the opinion of the Stevedore;
 - c. owing to incorrect stowage, if the Principal or the carrier or other interested parties gave insufficient guidelines or information and did not object in writing concerning the stowage to the Stevedore during the operations;
 - d. as a result of the breaking of hoisting devices, ropes, wires and other gear unless where such equipment is the property of the Stevedore, it can be proved that such equipment had not been adequately maintained or did not conform to legal requirements or, failing such requirements, to requirements generally considered reasonable;

- e. incurred during operations normally performed by others e.g. ships' crew or third parties, irrespective of the reason why the Stevedore carried out such work and if he received or will receive payment;
- f. as a result of work done by the Stevedore in connection with customs formalities;
- g. owing to strikes of labourers, casual or regular, general or partial, official or unofficial, regardless whether the result of a breach of contract, previous notice of dismissal of labourers, lock out, agitation by or lack of labourers, labour trouble or delay in any other form; irrespective whether labourers in the service of the Stevedore or in the service of others (including the Principal) are involved;
- h. owing to war, riots, sabotage, seizure, arrest, detention, destruction, terrorism or taking hostage;
- i. owing to burglary, fire or explosion;
- j. owing to the non-compliance by the Principal or by third parties or by persons for whom the Stevedore is responsible of any rule or directive issued by any public authority or by the Stevedore himself (including those contained in these Conditions);
- k. owing to high water, storm or radiation, (extinguishing) water damage, breaking of water pipes, floods, settling, storm, cloud burst and/or extreme precipitation and generally every external calamity;
- l. owing to other goods, latent defects in piping, buildings or machinery, any accident connected with the operations, changes in the quality of goods, leakage, perishing, infestation or insufficient or faulty packing, including containers;
- m. owing to any negligence in the performance of anything which the Stevedore was not specifically asked to perform;
- n. owing to causes which the Stevedore could not reasonably prevent or unknown causes;
- o. consisting of damage to packing material, including containers.

Section 10

1. The Stevedore is at any time entitled to invoke provisions relating to the exclusion or limitation of liability included, in agreements between his Principal and/or the carrier and/or third parties, or legal rules applicable to such agreements to similar effect.
2. All provisions relating to the exclusion or limitation of liability of the Stevedore and the indemnification by the Principal in respect of claims by third parties, as well as the provisions for arbitration and any legal rules such as those referred to in subsection 3 of this section and all other rights intended to benefit the Stevedore in connection with possible claims (such as subsection 6 of section 8), are made also to the benefit of those persons referred to in subsection 1 of section 4 of these Conditions, as well as to the benefit of any persons employed by the Stevedore and in general to the benefit of any party, for whose acts the Stevedore may be responsible or who can be held liable for operations performed by the Stevedore. The Stevedore shall, where appropriate be deemed to have acted as agent for the persons referred to in this sub-article when concluding agreements.

Moreover, the Stevedore is irrevocably authorized by the principal to waive such rights as the Principal may have against the persons mentioned.

EXPIRATION OF CLAIMS
Section 11

Any claim against the Stevedore shall lapse, irrespective of whether there has been complied with the provisions of subsection 2 of section 8, twelve months after the claim has arisen, unless such claim has been made the subject of arbitration in accordance with section 13.

APPLICABLE LAW AND ARBITRATION
Section 12

1. The laws of The Netherlands apply to all Assignments and Operations.
2. All disputes between the Stevedore and the Principal will be subjected to arbitration in Amsterdam in accordance with subsections 3 and 4 of this section. For claiming amounts due the Stevedore is entitled to waive the above, in which case the competent Court in Amsterdam has the exclusive jurisdiction to decide over such claim(s).
3. Disputes subjected to arbitration will be decided by three arbitrators. One of these arbitrators will be nominated by the Stevedore and one by the Principal. These two arbitrators jointly nominate a third arbitrator, which arbitrator in all circumstances, depending on the nature of the dispute, should be a lawyer specialized in Dutch trade-, storage- and/or transport law. This third arbitrator presides over the arbitral tribunal and stipulates and defends in cooperation with the other arbitrators the procedural order, with the proviso that parties should at least be allowed to clarify their positions in writing and verbally. In case the two arbitrators do not appoint the third (presiding) arbitrator within reasonable time, either party may request the Dean of the Bar Association in the district within which the Stevedore is established to appoint the third arbitrator in compliance with the above conditions.
4. The arbitration procedure is deemed to be pending from the day on which one party notifies the other party of the written nomination of an arbitrator. The instruction of the arbitrator continues until the final decision which should be rendered in accordance with the laws of the Netherlands, including provisions of international treaties on carriage. They will file their judgment with the registrar of the Court within which district the place of arbitration is situated, while a copy of the judgment will be send to the parties involved. Prior to starting their work the arbitrators may request the claimant or all parties involved to pay a deposit for the arbitration costs; during the proceedings they may demand for an increase of this deposit. In their judgment arbitrators will decide who of the parties involved and for which part should bear the arbitration costs. This includes fees and costs of the arbitrators, and costs made by the parties as far as reasonably deemed necessary by the arbitrators. The amounts destined for the arbitrators will as far as possible be recovered from the deposit.

FILED CONDITIONS AND AMENDMENTS
Section 13

1. These Conditions have been filed on January the 16th of 2007 with the registrars of the Courts of Amsterdam (file number 11/2007) and Rotterdam (file number 10/2007).
2. These Conditions may be unilaterally amended by the Stevedore. These amendments shall become effective 30 days after notification thereof to the

Principal by means of a letter per regular mail, or at a later date as specified in that notification.

ADVISED QUOTATION AND COPYRIGHT
Section 14

1. These Conditions should be quoted as "Voorwaarden Stukgoed 2007".
2. The ORAM is authorised to claim the compensations due for copying as mentioned in the Copyright Law (Auteurswet) by and subject to the rules of the Stichting Reprerecht Amsterdam. Safe for exceptions by law, nothing from these conditions may be multiplied and/or made public by means of print, photocopy, microfilm or otherwise without prior written approval by ORAM, which also applies to full or partial revision of these conditions in which case in all circumstances a source quotation will have to be included.

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