EURO-RIJN LOGISTICS CONDITIONS

These general conditions have been deposited with the registry of the court of Rotterdam on 1st October 2021 with reference 45/2021

General Conditions

Article 1. Definitions

a. In these general conditions “Conditions” will have the meaning of these Euro-Rijn Logistics Conditions.
b. In these Conditions “Euro-Rijn” is meant to be Euro-Rijn Logistics Holding BV, established at Moerdijk, and the companies related to Euro-Rijn.
c. In these Conditions, “Customer” will have the meaning of every natural person or legal entity on whose behalf Euro-Rijn is performing the activities mentioned in these Conditions or with whom Euro-Rijn otherwise enters into an agreement.
d. In these Conditions “Forwarding” will have the meaning Euro-Rijn acting as freight forwarder including the connecting activities.
e. In these Conditions “Carriage” will have the meaning of the contracts of carriage of goods Euro-Rijn enters into as Forwarder. Euro-Rijn will enters into these contracts of carriage as Freight Forwarder on the basis of the conditions mentioned in this article.
f. In these Conditions, “Storage” has the meaning of an agreement by which Euro-Rijn will act as storage-keeper.
g. In these Conditions “Stevedoring Activities” have the meaning of an agreement by which Euro-Rijn will act as stevedore.
h. In these Conditions “Logistic Services” have the meaning of an agreement by which Euro-Rijn acts as logistic service provider.
i. In these Conditions “Chartering” has the meaning of an agreement by which Euro-Rijn acts as chartering broker.
j. In these Conditions “Agency” has the meaning of an agreement by which Euro-Rijn acts as (ship) agent.

Article 2. Applicability

These Conditions are applicable to all contracts entered into in whatever way by Euro-Rijn and for all the services Euro-Rijn offers or performs. The applicability of any other general terms and conditions, including those of the Customer, is explicitly rejected.

Any amendments to these Conditions only apply when explicitly entered into between parties in writing .

Article 3. Applicable Law and Jurisdiction

All Contracts and activities of Euro-Rijn are subject to Dutch law. Any dispute arising out of or in connection with the Contracts or services performed by Euro-Rijn will be brought before the court of Rotterdam

Article 4. Offers/Prices

All offers made by Euro-Rijn are without obligation. The prices quoted by Euro-Rijn are based on the situation as applicable at the moment of the quotation. Euro-Rijn will be entitled to charge any changes in these prices due to circumstances outside Euro-Rijn's scope of influence to the Customer. All prices are excluding VAT.

Article 5. Payment

Unless agreed otherwise in writing all Euro-Rijn's invoices are due 14 days after the invoice date. Payment needs to be made without set off or reprieve in the currency mentioned at the invoice at the account mentioned by Euro-Rijn.

The Customer will be in default – without a notice of breach being necessary – when payment has not been received within the payment term of 14 days. In case the Customer is in default legal interest as per article 6:119a of the Dutch Civil Code will be due. In that case also 10% administration cost will be due by the Customer.

Article 6. Lien/Right of Retention

Euro-Rijn will have a lien ("pandrecht") on all goods, documents, monies and other valuables Euro-Rijn holds or will hold on behalf of the Customer for all claims Euro-Rijn will have against the Customer.

Euro-Rijn has a right of retention on all goods, documents, monies and other valuables Euro-Rijn holds or will hold on behalf of the Customer for all claims – including those not related to the goods withheld - Euro-Rijn will have against the Customer. Euro-Rijn is entitled to withhold delivery of the goods to anyone until payment of all invoices have been made.

Article 7. Liability

All activities will be performed for the Customer's risk and account

Euro-Rijn will not be liable for any damages unless caused by wilfull intent (“opzet”) or gross negligence (“grove schuld”) of Euro-Rijn’s management. Euro-Rijn will never be liable for any indirect damage or consequential damages.

Euro-Rijn’s liability is anyhow limited to the amount of the invoice for the subject activities but will never be more than SDR 10,000.00 (ten thousand SDR) per incident or series of incidents having the same cause. In case of the applicability of any statutory limitation of liability the statutory limits will be applicable.

The Customer will notify Euro-Rijn of any damage within 14 days after the discovery of the damage but anyhow within 4 weeks after the goods are no longer held by Euro-Rijn. The Customer will in any case make sure that Euro-Rijn will have sufficient possibility to inspect the damage. Any breach of these obligations will prejudice Customer’s right to claim.

Every claim against Euro-Rijn will expire (“vervallen”) nine months after the coming into existence of the claim.

Article 8. Third Parties/Indemnity

Euro-Rijn is allowed to make use of third parties when performing the services, either as sub-contractor or as independent contractor. The stipulations of these Conditions also apply for these third parties and these third parties can invoke these Conditions towards the Customer.

The Customer will indemnify Euro-Rijn against any and all claims against Euro-Rijn from third parties.

Article 9. Liability Customer

The Customer is in anyway liable towards Euro-Rijn for all damages as a consequence of the nature, condition and the packing of the goods offered, including any breach of the stipulations of the EU Decree 1907-2006 and 1272-2008. The Customer is furthermore liable towards Euro-Rijn for any damage as a consequence of incorrect or incomplete information and as a consequence of late delivery or non-delivery of the information or goods.

Article 10. Sanctions/Anti-Corruption/Money Laundering

The Customer warrants that by instructing Euro-Rijn or any third party instructed by Euro-Rijn will in whatever way infringe, directly or indirectly any sanction regulations, nationally or internationally. The Customer will indemnify Euro-Rijn and the third parties instructed by Euro-Rijn for any and all damages and/or negative consequences of a breach of Customer’s breach of this warranty.

Customer warrants that it obeys all legislation, nationally or internationally, in respect with anti-corruption, money laundering or the financing of terroristic activities, all in the broadest sense of the words.

Customer is aware of the fact that Euro-Rijn is obliged to inform any unusual transaction to the competent authorities. The Customer indemnifies Euro-Rijn and the third parties instructed by Euro-Rijn for any and all damages and negative consequences of any breach to this legislation.

Article 11. Specific Conditions

In addition to the rules mentioned above the following specific conditions apply to specific activities. In case of a discrepancy between these specific conditions mentioned hereafter and these Conditions, the Conditions will apply unless certain conditions apply statutorily.

Forwarding:	Dutch Forwarding Conditions (FENEX), latest edition
Carriage:	By road nationally: General Conditions of Transport ("AVC")
	By road internationally: CMR Treaty
	By sea under a bill of lading: the Hague Visby Rules
	By inland waters: The International Inland Transport Conditions ("IVTB")
	By rail: the Cotif/CIM Treaty
	By air: the Montreal Convention
Storage:	The Dutch Storage Conditions, latest version
Logistics Services:	The Logistics Services Conditions 2014
Stevedoring:	The Rotterdam Stevedoring Conditions 1976
Chartering:	The Dutch Shipbroking Conditions
Agency:	The Dutch Shipbroking Conditions

In case it is unclear for whatever reason which of the above conditions additionally apply, the provisions of the Fenex Logistics Services Conditions 2014 shall be additionally applicable

This translation is made for easy reference only. In case of any discrepancy between the original Dutch version and this translation, the Dutch version shall prevail