

**\*\*General terms and conditions of the private limited company De Jong Special Services B.V. deposited on June 18, 2007 at the registry of the District Court of The Hague under number 39/2007\*\***

**GENERAL TERMS AND CONDITIONS**

of

the private limited company

**De Jong Special Services B.V.**

statutorily established in Sassenheim, actually located in (2153 PL) Nieuw Venneep at

Schillingweg 40

hereinafter referred to as: De Jong Special Services.

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**\*\*General terms and conditions of the private limited company De Jong Special Services B.V.\*\***

**\*\*deposited on June 18, 2007 at the registry of the District Court of The Hague under number 39/2007\*\***

**\*\*ARTICLE 1 DEFINITIONS\*\***

1.1 In these general terms and conditions, the following terms shall have the meanings ascribed to them:

De Jong Special Services: the private limited company De Jong Special Services B.V., statutorily established in Sassenheim, actually located in (2153 PL) Nieuw Venneep at Schillingweg 40;

Agreement: the agreement between De Jong Special Services and the sender;

Sender: contractual counterparty of De Jong Special Services;

Recipient: the person who, under the agreement, is entitled to the delivery of the goods from De Jong Special Services;

Claimant: sender or recipient;

Shipment: goods offered for transport by or on behalf of the sender, including packaging and documents;

Assistants: persons, other than subordinates, used by De Jong Special Services in the performance of the agreement;

**\*\*ARTICLE 2 GENERAL\*\***

2.1 The following terms and conventions apply to all transport agreements, including courier services, of De Jong Special Services:

- National road transport: the General Transport Conditions 2002, as last established by the Stichting Vervoeradres and deposited at the Registry of the District Court of Rotterdam and Amsterdam (AVC 2002);
- National courier services: in addition to the AVC 2002, the General Terms and Conditions for Courier Services, the latest version, deposited by sVa/Stichting Vervoeradres at the Registry of the District Court of Amsterdam and Rotterdam;
- Air transport: Montreal Convention 1999;
- International road transport: Convention on the Contract for the International Carriage of Goods by Road Geneva 1956 (CMR) and additionally the AVC;
- International courier services CMR, as well as the provisions not conflicting with the CMR from the General Terms and Conditions for Courier Services;
- Combined transport: for each segment, the applicable legal rules, as well as Articles 8:40 to 8:52 of the Dutch Civil Code (BW).

2.2 To the extent that the aforementioned conventions, laws, and/or statutory regulations and conditions leave liabilities unresolved, these general terms and conditions apply thereto.

2.3 If the conditions referred to in paragraph 1 of this article conflict with these terms and conditions, these terms and conditions shall prevail.

2.4 Other conditions are explicitly excluded. Deviations from and/or additions to these terms and conditions are only binding if and to the extent that they have been agreed to in writing by De Jong Special Services.

**\*\*ARTICLE 3 SENDER OBLIGATIONS\*\***

3.1 The sender is obliged to make the agreed shipment available to De Jong Special Services at the agreed place, time, and manner. The sender cannot exempt themselves from this obligation by invoking any circumstance whatsoever. If the agreed shipment is not made available to De Jong Special Services at the agreed place and time, the sender is obliged to compensate De Jong Special Services for the damages suffered by not fulfilling the mentioned obligation.

3.2 Without prejudice to the right to compensation, De Jong Special Services may terminate the agreement without notice if, upon expiration of the time within which the shipment should have been made available to De Jong Special Services,

**\*\*ARTICLE 3 SENDER OBLIGATIONS (continued)\*\***

3.3 The sender is obligated to provide timely all necessary information regarding the shipment and its handling, to the extent they are able or expected to be, and of which they are aware or should be aware, and which are important for De Jong Special Services. The sender cannot evade this obligation by invoking any circumstance whatsoever. De Jong Special Services is entitled to verify whether the information provided by the sender is accurate and complete. Additionally, De Jong Special Services is authorized to open and inspect the shipment.

3.4 The sender is obliged to clearly and effectively affix to, or on, the shipment to be transported or its packaging, the data that they must provide to De Jong Special Services according to the preceding paragraph, in such a way that the data will remain readable under normal circumstances until the end of the transport. The sender cannot exempt themselves from this obligation by invoking any circumstance whatsoever.

3.5 De Jong Special Services may terminate the agreement without notice if the sender has not fully or partially complied with the obligations of the sender mentioned in paragraphs 3 and 4 of this article. After termination, the sender is liable for the freight to De Jong Special Services.

3.6 The shipment regarding which the sender did not fulfill their obligations as per paragraphs 3 and 5 of this article may be unloaded, destroyed, or otherwise rendered harmless by De Jong Special Services at any time and place, but only when they pose an immediate and imminent danger. De Jong Special Services is not liable for damages in this case. The sender is responsible for all costs and damages arising for De Jong Special Services from the offering for transport, or from the transport or from these measures themselves.

3.7 The sender is obliged to promptly notify De Jong Special Services of changes of address and/or telephone numbers, including those of the recipient. De Jong Special Services is not liable for any damage resulting from the sender's failure to comply with this obligation.

**\*\*ARTICLE 3.8 - DOCUMENTS AND INFORMATION\*\***

The sender is obliged to compensate De Jong Special Services for any damages incurred due to the documents and information required from the sender for transportation or to meet the formalities necessary for the delivery of the shipment not being properly provided. If, upon expiration of the time within which the documents and information referred to in this clause must be provided, they are not properly provided, De Jong Special Services may also terminate the agreement without notice.

**\*\*ARTICLE 3.9 - PACKAGING\*\***

The sender is obliged to package the shipment in such a way that it is resistant to normal handling and transportation methods. The sender is liable to De Jong Special Services for damage to persons, materials, or other shipments, as well as for costs arising from inadequate packaging of the shipment.

**\*\*ARTICLE 3.10 - EXTRAORDINARY DAMAGE\*\***

The sender is obliged to compensate De Jong Special Services for extraordinary damages caused to the material provided by the sender to De Jong Special Services or to the shipment received by De Jong Special Services for transportation, or their handling.

**\*\*ARTICLE 4 BILL OF LADING\*\***

4.1 The bill of lading must contain the following indications:

- The name and address of the sender;
- The name and address of the carrier;
- The place and date of receipt of the shipment;
- The name, address, and telephone number(s) of the recipient;
- The customary indication of the nature of the shipment and the method of packaging, and, for dangerous shipments, a generally recognized designation;
- The number of packages, their special marks, and their numbers;
- The gross weight or other indicated quantity of the shipment;
- The instructions necessary for fulfilling customs and other formalities;
- The indication of which agreements the transport is designed for, regardless of any conflicting interests;
- Planned stopovers; and
- Date, delivery time, or delivery period and place of delivery.

4.2 In cases where applicable, the bill of lading must also contain the following indications:

- Prohibition of overloading;
- The costs borne by the sender;
- Declared values of the shipment;
- The amount of special interest upon delivery;
- The sender's instructions to De Jong Special Services regarding the insurance of the shipment;
- The agreed-upon period within which the transportation must be completed; and
- The list of documents handed over to De Jong Special Services.

4.3 De Jong Special Services and the sender may include in the bill of lading any indications they deem useful, with each statement on the bill of lading considered a unilateral statement by the sender.

4.4 The sender is liable for all costs and damages incurred by De Jong Special Services as a result of inaccuracies and/or incompleteness of indications given in paragraphs 1 and 2 of this article and all other indications or instructions provided by the sender for the preparation of the bill of lading or to be included therein.

**\*\*ARTICLE 5 RESERVATIONS OF DE JONG SPECIAL SERVICES\*\***

5.1 Unless any provision of a treaty opposes it, De Jong Special Services reserves the right, under the application of these conditions, to:

- (a) freely determine the route to be followed and to change it at its discretion;
- (b) choose the means of transport to be used and to change them at its discretion during the execution of the agreement; and
- (c) store the shipment received for transportation temporarily. These conditions remain applicable in such cases.

**\*\*ARTICLE 6 PROHIBITED SHIPMENTS\*\***

6.1 De Jong Special Services shall not accept any shipment, the transportation, storage, or processing of which is prohibited by any laws or regulations of the country of receipt or any country of transit, stopover, or destination, or which is excluded as such by De Jong Special Services.

6.2 The sender warrants, by completing the waybill or by handing over the shipment, that the shipment is not a prohibited shipment as stated in standard 4.1.1. of the fifth and, if updated, the most recent version of ICAO Annex 17 or any other legislation relating to air cargo security. Shipments transported by De Jong Special Services may be subject to security measures, including the possibility of x-ray scanning.

**\*\*ARTICLE 7 LIABILITY\*\***

7.1 Except in cases of willful misconduct or gross negligence by De Jong Special Services, De Jong Special Services shall not be liable for any damages of any kind, direct or indirect, including damage to or loss of the shipment, arising between the time of receipt of the shipment and the time of delivery, as well as delay damages. In any case, De Jong Special Services shall never be liable for any (consequential) damages, special damages, or any indirect damages of any kind.

7.2 If it is legally determined that De Jong Special Services, notwithstanding the foregoing, is liable for (partial) loss or (partial) damage of the shipment, the liability in such cases, notwithstanding other provisions and subject to the agreed standard limit, shall be:

- For national road transport limited to €3.40 per kilogram, with a maximum of €450 for courier services;
- For international road transport limited to 8.33 SDR per kilogram;
- For international air transport, if the transportation has taken place exclusively or partially by air, limited to the provisions of the Montreal Convention to a maximum of 17 SDR per kilogram. Even if the convention is not directly applicable, the liability of De Jong Special Services shall be limited as determined in this convention.

7.3 The number of kilograms used for calculating the amounts mentioned in the previous paragraph shall be the number of missing or damaged kilograms of the shipment as stated in the waybill or, in the absence thereof, the number of kilograms invoiced by De Jong Special Services. The compensation shall in all cases be calculated based on the value of the shipment at the time and place of receipt. The freight charges and any other costs incurred by the sender for the transport of the shipment shall be fully refunded in case of total loss and proportionally refunded in case of partial loss.

7.4 If De Jong Special Services, notwithstanding the provisions of paragraph 1 of this article, is nevertheless liable in case of delay, and if the claimant proves that damage has been caused by the delay, the liability of De Jong Special Services shall at all times be limited to the maximum of the once agreed freight charge, also in case of courier services.

7.5 De Jong Special Services shall in any case be relieved of liability if the loss, damage, or delay is caused by:

- Fault of the claimant;
- Fault of third parties engaged by the claimant;
- An order from the claimant;
- An inherent defect of the shipment;
- Circumstances that De Jong Special Services could not avoid and the consequences of which De Jong Special Services could not prevent;
- Special circumstances mentioned in Article 7.6.

7.6 Special circumstances as mentioned in Article 7.5 include:

- Use of open and uncovered vehicles, when this use has been expressly agreed and is mentioned in the waybill;
- Absence or inadequacy of the packaging of the shipment, which exposes it to loss of quality or damage by its nature, or when it is not or poorly packed;
- Handling, stowage, or unloading of the shipment by the sender, addressee, or persons acting on behalf of the sender or addressee;
- The nature of a particular shipment, which exposes it, due to its inherent nature, either to complete or partial loss or to damage, in particular, but not limited to, breakage, rust, decay, drying out, leakage, normal loss of quality, or the occurrence of pests or rodents;
- Incompleteness or inadequacy of marks or numbers of the packages;
- Transport of live animals or plants;
- Any action or omission by the competent authorities including, but not limited to, customs, police, and law enforcement agencies, aviation or other government authorities;
- International or local disruption of the transportation infrastructure (for example, as a result of war or terrorism, blockades or road closures, labor strikes and labor disputes, danger from the air or extreme natural and weather conditions such as earthquakes, cyclones, tornadoes or whirlwinds, storms and hurricanes, floods, tsunamis, volcanic eruptions, fire, epidemics, fog, snow, ice, and icing).

7.7 Any customs work to be carried out by De Jong Special Services shall be solely and entirely at the expense and risk of the sender. De Jong Special Services shall never be liable for damages arising from or related to these services performed by De Jong Special Services.

7.8 Any legal action regarding liability on any ground whatsoever can only be brought by the claimant within the limits of the agreement concluded with De Jong Special Services.



**\*\*ARTICLE 8 SUBORDINATES AND AUXILIARY PERSONNEL\*\***

8.1 De Jong Special Services is entitled to use auxiliary personnel and subordinates in the execution of the agreement. For the actions and omissions of auxiliary personnel and subordinates, carried out during the performance of the tasks for which they are used by De Jong Special Services, De Jong Special Services excludes any liability.

8.2 The foregoing does not preclude the possibility that if subordinates and auxiliary personnel may be held liable outside the agreement for the activities for which they are/were used by De Jong Special Services, it is stipulated herein that they may invoke any exclusion or limitation of liability provided in these terms and conditions.

8.3 For all those for whom De Jong Special Services is or may be held liable notwithstanding the provisions of paragraph 1 of this article, for any reason whatsoever, it is hereby stipulated that these persons as well as those for whom they are in turn liable may invoke any limitation and/or exoneration of liability on which, pursuant to these general terms and conditions or any other legal or contractual provisions, De Jong Special Services may rely.

**\*\*ARTICLE 9 PAYMENT CONDITIONS\*\***

9.1 Payment of all amounts owed by the sender to De Jong Special Services for any reason whatsoever must be made within a period of 14 days from the invoice date or, if agreed upon, at the time the sender hands over the waybill or at the time the shipment is received by the carrier.

9.2 Upon receipt of the shipment, the consignee is obligated to pay the freight charges and any other costs related to the transport and further costs incurred by the shipment, if agreed upon. If the consignee fails to pay these costs upon first request, the sender is jointly liable with him for payment.

9.3 If De Jong Special Services has not received written objections from the sender within 8 days of the invoice date, the invoices shall be deemed accepted and approved by the sender.

9.4 The sender shall automatically, without notice of default, be in default if payment is not made within the period mentioned in paragraph 1.

9.5 If payment is not made in full or in part within the stipulated period, the sender shall owe default interest of 1% per month or part of a month from the due date of the invoices.

9.6 Payments shall be credited first against the due interest and then against the principal amount.

9.7 In the event of extrajudicial collection, the sender shall, in addition to the principal amount and interest, owe De Jong Special Services all judicial and extrajudicial collection costs incurred. Extrajudicial costs shall be due from the moment the party obligated to make payment is in default. The activities of the accounts receivable department of De Jong Special Services constitute extrajudicial collection activities and amount to 15% of the principal amount with a minimum of €150.

#### **\*\*ARTICLE 10 COMPLAINTS\*\***

10.1 If the consignee accepts the shipment without written reservation or protest on the receipt, it is presumed that the shipment has been delivered in good condition and in accordance with the transport document.

10.2 If damage or loss is not visibly apparent and the claimant does not notify De Jong Special Services in writing of any reservation specifying the nature of the damage or loss within two days of the acceptance of the shipment, De Jong Special Services is also deemed to have delivered the shipment in the same condition as De Jong Special Services received it

#### **ARTICLE 11 RIGHT OF RETENTION**

11.1 De Jong Special Services has a right of retention over goods and documents that De Jong Special Services has or receives in connection with the agreement and/or previous agreements against anyone requesting delivery thereof.

11.2 De Jong Special Services can also exercise the right of retention against the sender for what is still owed to her in connection with previous agreements.

11.3 De Jong Special Services is not obliged to accept substitute security for waiving the right of retention.

#### **ARTICLE 12 PLEDGE AND SECURITY**

12.1 All goods, documents, and funds that De Jong Special Services has in connection with the agreed work serve as collateral for all sums of money, damages, and costs that the sender owes De Jong Special Services at any time, allowing De Jong Special Services to collect the amounts owed. Until all amounts owed to De Jong Special Services are paid, De Jong Special Services is entitled to retain all goods, documents, and funds received for transport and to suspend further transport without being liable.

12.2 If payment of the claim is not made, the sale of the collateral shall take place publicly or by private sale, if agreed upon, after the right to sell has arisen.

12.3 The sender is always obliged to provide security upon first request for what is owed or will be owed to De Jong Special Services under the agreement.

12.4 De Jong Special Services is not obliged to provide security from its own funds for freight, duties, (additional) charges, taxes, fines, and/or other costs if required. If De Jong Special Services has provided security from its own funds, the sender shall, upon first request, pay to De Jong Special Services the amount for which De Jong Special Services provided security, without recourse to discount, suspension, or set-off.

12.5 De Jong Special Services is not liable for any damages resulting from a delay or suspension as referred to in this article.

#### ARTICLE 13 SETOFF

13.1 The sender or the consignee is not allowed to set off claims arising from the agreement and/or previous agreements against claims on De Jong Special Services. The sender hereby waives the right of setoff.

#### ARTICLE 14 LAPSE AND LIMITATION PERIOD

14.1 All claims against De Jong Special Services based on the agreement or related thereto shall lapse, subject to forfeiture:

- in national road transport, including courier services: after one year from the start of the day following the day on which the shipment was delivered or should have been delivered;

- in international road transport, including courier services: after one year, and in case of intent or gross negligence of De Jong Special Services or its assistants or employees, the limitation period is three years. The limitation period starts:

(a) in case of partial loss, damage, or delay, from the day the shipment was delivered;

(b) in case of complete loss, from the thirtieth day after the agreed term or, in the absence thereof, from the sixtieth day after the receipt of the shipment;

(c) in all other cases, after a period of three months from the conclusion of the transport agreement;

- in air transport: within a period of two years, from the arrival of the shipment at the destination, or from the day the aircraft should have arrived, or from the interruption of the transport.

14.2 A written claim does not suspend the limitation period. Partial recognition of the claim only interrupts the limitation period for the recognized part. A written rejection of claims relating to the same subject matter does not interrupt the limitation period.

14.3 A claim that has lapsed cannot be set off by the sender.

#### ARTICLE 15 INDEMNIFICATION

15.1 The sender, who fails to comply with any obligation imposed on him by law or these general terms and conditions, indemnifies De Jong Special Services against all damages that De Jong Special Services may suffer as a result of the non-compliance with that obligation, when De Jong Special Services is held liable by a third party in relation to the transport of the shipment.

15.2 The claimant indemnifies De Jong Special Services against claims brought by third parties against De Jong Special Services and related to the execution of the agreement, even if De Jong Special Services admits to being liable for failure in the execution of the agreement.

#### ARTICLE 16 APPLICABLE LAW AND JURISDICTION

16.1 Dutch law applies to all disputes concerning agreements with De Jong Special Services, unless mandatory legal provisions of a treaty provide otherwise.

16.2 All disputes arising out of or relating to the execution of the agreement shall be exclusively settled by the District Court of The Hague. The forum choice clauses of the conditions mentioned in Article 2.1 do not apply.

16.3 De Jong Special Services can invoke these general terms and conditions regardless of the basis and by whom it is addressed.

#### ARTICLE 17 DEPOSIT

17.1 These general terms and conditions have been deposited with the registry of the District Court in The Hague. De Jong Special Services will, upon first written request, send a copy of these general terms and conditions free of charge.

#### ARTICLE 18 FINAL PROVISIONS

18.1 If and insofar as one or more provisions of these conditions are null and void or voidable, this does not affect the validity of the other provisions of these general terms and conditions. These general terms and conditions prevail in case of conflict with legal or treaty provisions of a non-mandatory legal nature. De Jong Special Services is only bound to other conditions and/or instructions to the extent that they are expressly accepted and do not conflict with these general terms and conditions.

#### ARTICLE 19 TRANSLATION

19.1 In the event that these general terms and conditions are drafted in both Dutch and English, in case of a dispute concerning the content or interpretation of these conditions, the Dutch text shall prevail.