

General Conditions

Article 1 definition

ITS Breda : International Transport Solutions B.V, the user of the general conditions, shipping agent
Counterpart : the counterpart of ITS Breda, the constituent Carrier : the one which look after the logistical services; Shipper : the person alwaar the matter is picked up; Recipient : the addressee or (mede)bewoner or subordinate operative on the afleveradres to whom the carrier must deliver the matter. Agreement : the forwarding agreement between ITS Breda and counterpart.

Article 2 general

2.1 The provisions of these general conditions apply to every offer and agreement between ITS Breda and counterpart in so far from these conditions by parties explicitly and in writing has not deviated;

2.2 The present conditions apply also on all agreements with ITS Breda, for the implementation of which is used by ITS Breda the services third parties;

2.3 The relevance of general conditions of counterpart is explicitly excluded, unless parties have corresponded written differently;

2.4 If ITS Breda with counterpart more than close once agreements, apply to the point all following agreements always the present general conditions, irrespective of or these presence or absence of explicit appropriate have been explained;

2.5 Beside these conditions apply concerning forwarding agreements: Fenex-voorwaarden, deposited for the clerk of the courts in Amsterdam, arnhem and Rotterdam on 1 July 2004, concerning domestic transport: the general transport conditions 2002 (korteidshalve AVC), deposited for the graft of the courts Amsterdam and Rotterdam and concerning cross-border transport activities concerning the way: the treaty on the agreement to international transport of goods the way, (korteidshalve Cmr-Verdrag), closed at Genève on 31 augusts 1956, insofar in these conditions of this is not deviated;

2.6 The conditions or treaties said of in Article 2.5 apply each time the most recent version;

2.7 If provisions from these general conditions are contrary the conditions or treaties said with in Article 2.5, these general conditions prevail;

2.8 If one or more provisions apply, in these general conditions whole or partially null and void or the remaining provisions of these general conditions (entirely or partially) should, remain be destroyed.

Article 3 offer order prices

3.1 All offers, in whatever form, are without engagement, unless in the offer a period for acceptance has been laid down;

3.2 If a natural person closes on behalf of or at the expense of another natural person an agreement, he - by signature of the tender/task affirmative - explains to this end competent be. This person is beside the other natural person severally responsible for all from the agreement resulting obligations;

3.3 Agreements where ITS BREDA party are, consider firstly as closed after ITS BREDA an order of counterpart has accepted in writing c.q the actual supply finished magazijn ITS BREDA of sold goods ITS BREDA to counterpart;

3.4 At oral agreements the invoice is considered give the agreement correctly and entirely, subject to publicity 14 days after invoice date or differently come;

3.5 The prices of the logistical services do not include in any case: -/uitklaringskosten; - VAT; - levies, among which toll; - import duties; - advance provision; - ferrykosten; - costs linked to making up customs authorities - or other documents; - diesel oil allowances; - currencytoeslagen; - allowances for extra charge - and losadressen; - insurance; - rise costs. These costs become, if they have been made, separately charged at counterpart, unless parties have corresponded differently;

3.6 The prices have been calculated on good respectively ride reach places. Proves to be during the implementation of the task, which the accessibility is not well, then carrier has c.q ITS BREDA has the right to raise the prices with all as a result arisen extra cost; 3.7 Discounts can be agreed only in form of writing.

Article 4 implementation of the agreement

4.1 The transport and/or rise of the matter, organised by ITS BREDA, occurs entirely for account and risk of counterpart, unless parties have corresponded written differently;

4.2 Unless explicitly and in writing differently corresponded, all tasks are carried out in by carrier order, where capacity of to carrier for the arrangement staande apparatus and the degree of the bezetting are of it determinative for the time of commencement and completing the tasks to stipulate. Carrier is free in the manner of implementation of the tasks, unless bepaaldelijk about that something has corresponded more closely;

4.3 ITS BREDA preserve explicitly the right determine the routing of the consignments themselves.

4.4 By task 1 charges/losadres is given up 1 task becomes by the constituent by tel., fax, e-mail;

4.5 All tasks ITS BREDA are treated with the largest care. Constituent is informed there of that there delay can appear in settlement by unforeseen circumstances;

4.6 If a task the debt of ITS BREDA cannot by its involved carrier the task extradite or by for example fence of the recipient, refusing receive the task has been in principle settled. In consultation between the constituent this consignment or retour is sent or is again offered. The incremental costs of this are for the constituent of the consignment concerning. Also it not well can reach of charges/unloading dock below to be understood;

4.7 The shipper c.q counterpart has been obliged for the voldoening to customs authorities and other formalities, they who for the delivery of the matter must be fulfilled, at the waybill the necessary records to join and of the carrier to make available and him all necessary information to provide;

4.8 The carrier is not responsible for damage, of whatever nature, because the carrier has assumed by counterpart or shipper supplied incorrect and/or incomplete data, unless this inadequacy or onvolledigheid for the carrier recognizable belonged to be;

4.9 Carrier will park, if possible, its freight carriages during the overnachting as much as possible on a parking place where several freight carriages stand parked and where a filling station is present. The care duty of carrier does not go explicitly further, also not if third parties have corresponded differently or if foreign assuradeuren require a more wide care duty explicitly;

4.10 Counterpart protects carrier for possible revendications of third parties, which suffer concerning the implementation of the agreement damage and which damage to counterpart is toerekenbaar;

4.11 ITS BREDA are authorized charge an advance amount. After payment of the advance amount transport will take place;

4.12 If ITS BREDA have given a period up for delivery, these are indicative. A given up delivery period is thus never a fatal period. If ITS BREDA need data of counterpart of implementation of the agreement, catches the transport time to after counterpart has made these available to ITS BREDA;

4.13 Carrier the amounts, who presses as a rembourse on the matter, will collect at delivery of the consignment of the recipient and if corresponded vervolgens to the counterpart wear out. Carrier has been received authorized deduct the costs of transport on applies;

4.14 If a recipient refuses the consignment, he who under rembourse are offered, in reception to take or the amount which presses on the matter refuses pay, the carrier the consignment retour take and delivers at the shipper or counterpart at the expense of the counterpart;

4.15 Carrier is authorized matter, money and documents, this last in the most wide sense of the word towards everyone a that of it issuing desires, to hold back for account and risk from the counterpart to all opeisbare progress of ITS BREDA or carrier has been satisfied or at doorzending of the goods the chargeable receive and settle amount under rembourse;

4.16 If it is provided under rembourse, ITS BREDA charge always remboursekosten at counterpart. If ITS BREDA involved carriers do not apply in reception taken to ITS BREDA are worn out, ITS BREDA are not for this responsible. In that case is entitled to constituent a reimbursement on the involved carrier;

4.17 All matter, documents and money, which carrier account and with whatever destination will get, under itself or, carrier stretches to vuistpand for all progress, which carrier has at the expense of the counterpart or could get;

4.18 If counterpart is negligent with supplying information or instructions which are necessary for the supply, ITS BREDA have been entitled store the matter for account and risk of counterpart. If counterpart does not decrease within two months, counterpart the freightage remains chargeable and to ITS BREDA has been entitled sell the matter to another one. If this does not succeed ITS BREDA have been entitled destroy the matter. Damage which ITS BREDA suffers at resale or destruction comes at the expense of counterpart;

4.19 At niet-voldoening of the progress occur sale of the vuistpand on at the law certain manner or, if about that agreement exists, onderhands;

4.20 Carrier can if required the vuistpand does replace by exclusively too his appraisal a standing or equivalent or more including certainty;

4.21 The counterpart can call himself never compared with carrier granted on him with respect to previous tasks yes or no explicitly delay of payment.

Article 5 payment

5.1 Unless differently mention payment must occur within 14 days after invoice date on by ITS BREDA unless to indicate wise in euro, parties have corresponded differently. Objections against the altitude of the invoices do not suspend the payment obligation;

5.2 If counterpart is in default in the payment within the agreed period, counterpart by right in staff absence counterpart is then an interest is chargeable of 1.5% per month or part of it, unless the legal

interest c.q the legal trade interest is more higher, in which case the highest interest applies. The interest concerning opeisbare the amount will be calculated as from the moment that counterpart in staff absence is up to the moment of voldoening of the complete amount;

5.3 In case of liquidation, (application) bankruptcy, admission of counterpart to the legal debt cleansing on account of the law debt cleansing natural persons, ondercuratele proposition of counterpart, dead of counterpart, transfer or strike of the venture of counterpart, seizure or (provisional) suspension of payment of counterpart the progress of ITS BREDA on counterpart is immediately opeisbaar;

5.4 ITS BREDA have been entitled, if corresponded, a credit restriction allowance of 2% to charge, he who not chargeable is at payment within 8 days after invoice date;

5.5 Payment must to ITS BREDA, occur unless ITS BREDA have transferred its progress on counterpart to a third or to a third has pledged. If of this talk is ITS BREDA counterpart in writing will report that he can pay delivering to the third;

5.6 Payments stretch in the first place in decrease of the costs, comes in decrease of the fallen open interest and finally in decrease of the principal sum and the current interest.

Article 6 Incassocost

6.1 If counterpart in lack or in staff absence in (swift) the compliance with its undertakings is, all reasonable costs come outside for acquisition of voldoening straight at the expense of counterpart. The incassokosten in accordance with the incassotarief like by the Dutch order of lawyers in incassozaken are calculated are recommended, with minimum of? 350.00;

6.2 If ITS BREDA have made higher costs, he who reasonably necessary it were, also these qualify for compensation. The possible made reasonable judicial and executiekosten also come at the expense of counterpart.

Article 7 suspension and dissolution

7.1 ITS BREDA are competent suspend the compliance with its undertakings or the agreement if to dissolve, - counterpart is not obligations from the agreement, not swift or complies with not entirely; - after closing the agreement ITS BREDA for the knowledge to circumstances come good ground give that to fear counterpart will not comply with the obligations not entirely not, swift or. In case there good ground exists that to fear counterpart have been not considerably allowed only partial or comply with, the suspension only as far as the shortcoming justifies this; - counterpart at closing the agreement is requested provide collateral for the voldoening of its obligations from the agreement and this certainty stays away or insufficient is. As soon as collateral has been provided, the competence to suspension expires, unless this voldoening has slowed down as a result unreasonably;

7.2 Additionally, ITS BREDA competent the agreement is at (do) to dissolve, if circumstances ` occur which of serve nature is that compliance with the agreement can be no longer demanded impossible or to criteria of redelijkheid and fairness or if otherwise circumstances occur which of serve nature is that unaltered maintenance of the agreement in redelijkheid cannot be expected;

7.3 If the agreement is annulled, the progress of ITS BREDA on counterpart is immediately opeisbaar. If ITS BREDA suspend the compliance with the undertakings, preserves he are revendications from the law and agreement;

7.4 ITS BREDA preserve always the right progress damages.

Article 8 supremacy

8.1 Parties have not been kept to complying with only obligation, if they are impeded to this end as a result of a circumstance which is not to grove debt or blame set-up on the side of the party which calls himself then, and nor under the law, an act of law or in the movement applying conceptions at their expense comes;

8.2 Under supremacy in these general conditions it is understood beside what is about that understood in the law and case law, all of outside coming causes, foresee or niet-voorzien, on which ITS BREDA no influence can exercise, yet as a result of which ITS BREDA is not able its obligations entirely or partial or swiftly to comply with. Strikes in the company of ITS BREDA, transport strikes, bottlings, traffic-jams, car breakdown, robber stable, fire, export obstructions, flow jammings and stagnation in the supplies subcontractors included;

8.3 ITS BREDA have also the right to supremacy, call itself if the circumstance which (further) prevents compliance enters after ITS BREDA its obligation would have had comply with;

8.4 Parties can during the period that supremacy continues the obligations from the agreement suspends. If this period lasts longer than two months the everyone has been entitled of the parties annul agreement, without obligation to compensation of damage to the other party;

8.5 For so many ITS BREDA at the time of entering supremacy meanwhile partial obligations from the agreement is has complied with or these might comply with, and to the complied with respectively to comply with part independent value belongs to, ITS BREDA have been entitled it already complied with respectively to comply with separate part to invoice counterpart is obliged this invoice as if were it a separate satisfy agreement.

Article 9 valid version

Exclusively the version of these conditions, put in the Dutch language, is valid. If a translation in an only manner deviates, then the nederlandstalige text prevails.

Article 10 disputes

The competent judge in the place of business of ITS BREDA is at exclusion competent of the disputes between parties take knowledge. Nevertheless to ITS BREDA present the dispute to to this end a competent arbitration committee, or the judge competent according to the law has the right.

Article 11 appropriate right

To each agreement between ITS BREDA and counterpart right applies Dutch and the Dutch version of these general conditions.

Article 12 deposition conditions

These conditions have been deposited at the chamber of commerce and factories.