

Standard term and conditions of the private limited liability company De Jong Special Services
B.V.
registered on June 18th 2007 at the Court of The Hague with number 39/2007

STANDARD TERMS AND CONDITIONS

of

the private limited liability company

De Jong Special Services B.V.

with its registered office at Sassenheim and its actual place of business at Schillingweg 40,
(2153 PL) Nieuw Vennep
- hereinafter referred to as: De Jong Special Services-

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ARTICLE 1 DEFINITIONS

1.1 In these standard terms and conditions, the following definitions apply:

De Jong Special Services: the private limited liability company, De Jong Special Services B.V., with its registered office in Sassenheim, and its actual place of business at Schillingweg 40, (2153 PL) Nieuw Venneep;

Contract the contract between De Jong Special Services and the consignor;

Consignor: the other party to the contract with De Jong Special Services

Consignee: the party that is entitled to the delivery of items in the context of the contract with De Jong Special Services;

Claimant: consignor or consignee;

Consignment: the items offered for transport on behalf of the consignor, including the packaging and documents;

Agents: persons, not being employees, whose services are used by De Jong Special Services in carrying out the terms of the contract, ;

ARTICLE 2 GENERAL

2.1 The following conditions and treaties will apply to all contracts of carriage, including courier services, from De Jong Special Services:

- National carriage by road: the 2002 General Conditions of Carriage (Algemene Vervoers Condities 2002 - AVC 2002), as determined by the 'Stichting Vervoeradres' [Transport Address Foundation - sVa] and deposited at the registry of the District Court in Rotterdam and Amsterdam (AVC 2002);
- National courier services: in addition to the AVC 2002, the most recent version of the standard terms and conditions for courier services, deposited at the court registry of the District Court in Amsterdam and Rotterdam by the sVa.

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- Air cargo: The Montreal Convention 1999.
- International carriage by road: Treaty relating to contracts of international carriage of goods by road, Geneva 1956 (CMR) together with the AVC
- International courier services, CMR together with the stipulations in the Standard Terms and Conditions for courier services that are not inconsistent with the CMR.
- Combined carriage: the rules of law applying to each part of the journey, including Articles 8:40 up to and including 8:52 of the Dutch Civil Code in the Netherlands.

2.2 If and insofar that any liabilities are not governed by any of the aforementioned treaties, laws and/or government regulations, these standard terms and conditions will apply to the relevant issues.

2.3 In the event that the conditions referred to in subsection 1 of this Article are in conflict with these conditions, then these conditions will prevail.

2.4 Any other conditions are expressly excluded. Changes and/or additions to these conditions will only be binding if and insofar as they have been agreed to in writing by De Jong Special Services.

ARTICLE 3 OBLIGATIONS ON THE PART OF THE CONSIGNOR

3.1 The consignor is obliged to make the agreed consignment available to De Jong Special Services at the agreed location and time and in the manner agreed. The consignor cannot withdraw from this obligation, regardless of the circumstances. In the event that the agreed consignment is not available to De Jong Special Services at the agreed location and time, the consignor is obliged to compensate the losses that De Jong Special Services suffers as a consequence of not meeting the obligation referred to.

3.2 Without prejudice to the right to compensation, in the event that no consignment has been made available to De Jong Special Services in the time frame within which the consigned was to be made available to De Jong Special Services, De Jong Special Services can terminate the contract without notice. In the event of a termination, the consignor has to pay De Jong Special Services the freight.

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- 3.3 The consignor is required to provide, in a timely manner, all those details regarding to the consignment and the way it is being handled that they are able to provide or should be able to provide, and which they know or should know to be of relevance to De Jong Special Services. The consignor cannot withdraw from this requirement by claiming circumstances of whatever nature either. De Jong Special Services is entitled to investigate whether the information provided by the consignor were correct and complete. De Jong Special Services is also entitled to open the consignment and inspect it.
- 3.4 The consignor is required to clearly and appropriately display the information that has to be provided to De Jong Special Services in accordance with the previous subsection, on or attached to the consignment to be transported or on the packaging of the consignment to be transported, in a manner that ensures that, under normal circumstances, the information will remain legible until the consignment reaches its destination. The consignor cannot withdraw from this obligation, regardless of the circumstances.
- 3.5 In the event that the consignor does not meet the stipulations in sections 3 and 4 of this article, De Jong Special Services may terminate the contract without notice, either as a whole or in part. In the event of a termination, the consignor has to pay De Jong Special Services the freight.
- 3.6 The consignment regarding which the consignor has not met the requirement set out under sections 3 and 5 of this article, may at any time and at any place be unloaded or destroyed by De Jong Special Services, or made harmless in any other way, but only in the event that they present an immediate and present danger. In such a case, De Jong Special Services will not be liable for the payment of damages. The consignor is liable for the payment of all costs and damages incurred by De Jong Special Services as a consequence of the (offer for) carriage, or as a consequence of the measures taken.
- 3.7 The consignor is required to provide De Jong Special Services with timely advice of any changes of address and/or telephone numbers, including those of the addressee. De Jong Special Services will not be liable for any damages that may result as a consequence of the consignor's failure to meet this requirement.

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- 3.8 The consignor is required to compensate De Jong Special Services for damages suffered as a consequence of the failure to provide in a correct manner any documents which the consignor is required to provide for the transport or to complete the formalities associated with its delivery. In the event that the documents and information referred to in this section are not present and correct at the time they are required to be present and correct, De Jong Special Services can cancel the contract without notice of default.
- 3.9 The consignor is required to package the consignment in such a manner that it will be able to withstand customary handling and methods of transport. The consignor is liable vis-à-vis De Jong Special Services for any personal injuries, damage to materials or other consignments, and for the costs that may arise as a consequence of inadequate packaging of the consignment.
- 3.10 The consignor is required to pay for any extraordinary losses suffered by De Jong Special Services, caused by the materials that the consignor made available to De Jong Special Services, or the consignment that De Jong Special Services received for transportation, or their handling thereof.

ARTICLE 4 WAYBILL

- 4.1 The waybill must indicate the following information:
- The name and address of the consignor;
 - The name and address of the carrier;
 - the date and place that the consignment was received;
 - the name, address and telephone number(s) of the consignee;
 - the customary indications regarding the nature of the consignment and its packaging, and, in the case of dangerous consignments, an officially approved designation;
 - the number of packages, their special markings and numbers;
 - the gross weight or otherwise indicated quantity of the assignment;
 - the instruction necessary for dealing with customs' and other formalities;
 - an indication of the treaties that its transport is subject to, regardless of any conflicting interests;

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- any anticipated stop overs and
- date, time of delivery, or the delivery deadline and delivery address.

4.2 Where applicable, the waybill must also state the following:

- a transshipment prohibition;
- the costs that are paid by the consignor;
- the declared values of the consignment;
- the value of the special interest related to the delivery;
- the instructions of the consignor to De Jong Special Services, with regard to the insurance of the consignment;
- the agreed period within which the transport must be completed, and
- the list of documents that were handed over to De Jong Special Services.

4.3 De Jong Special Services and the consignor can include any indication they regard as useful on the waybill. Each statement on the waybill will be regarded as a unilateral statement by the consignor.

4.4 The consignor will be liable for all costs incurred and losses suffered by De Jong Special Services as a result of the inaccuracy and/or incompleteness of the indications referred to in sections 1 and 2 of this Article and all other indications and instructions they provide for the preparation of the waybill or to be included thereon.

ARTICLE 5 PROVISOS ON THE PART OF DE JONG SPECIAL SERVICES

5.1 Unless in conflict with any treaty stipulation, De Jong Special Services, when applying these conditions, reserves the right:

- (a) to freely decide which route to take and to change it at its discretion
- (b) to choose the means of transport and to change it at its discretion during the execution of the contract, and

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- (c) to store the consignment received for transport in the interim. Under such circumstances, these conditions will continue to apply.

ARTICLE 6 PROHIBITED CONSIGNMENTS

- 6.1 De Jong Special Services will not accept a consignment for which the transport, storage or handling is prohibited by legislation or regulations of the destination country or of any country of transit, intermediate stop or destination, or excluded as such by De Jong Special Services.
- 6.2 The consignor warrants, by preparing the waybill or by handing over the consignment, that the consignment is not a prohibited consignment as referred to in standard 4.1.1. of the fifth, and if updated, the most recent version of the ICAO annex 17 or any other Act or regulations that relate to air cargo safety. Consignments carried by De Jong Special Services may be subject to security measures, including the possibility of x-ray scanning.

ARTICLE 7 LIABILITY

- 7.1 Barring intent or gross negligence on the part of De Jong Special Services, De Jong Special Services will not be liable for any losses of whatever nature, direct or indirect, including damage to or the loss of the consignment, that occurs between the time of acceptance of the consignment and the time of delivery, including losses caused by delays. Under no circumstances is De Jong Special Services ever liable for any (consequential) losses, or special losses or any indirect losses of any nature whatsoever.
- 7.2 If, despite what has been determined above, it were determined in a court of law that De Jong Special Services is liable for the (partial) loss or the (partial) damage of the consignment, the liability in such cases, without prejudice to any other provisions agreed upon and subject to any agreed standard limitation,
- will be limited to an amount of €3.40 per kilogram for national road transport, and a maximum of € 450.00 for courier services;
 - limited to 8.33 SDR per kilogram for international road transport;

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- limited to a maximum of 17 SDR per kilogram for international air cargo, as determined under the Montreal Convention, if the transport occurred exclusively or partially by air. Even in the event that the treaty does not apply directly, liability on the part of De Jong Special Services will nevertheless be determined in the manner set out under the treaty.
- 7.3 The number of kilograms on which the calculation of the amounts referred to in the previous section is based, is the number of kilograms of the consignment stated on the waybill that are missing or damaged, or in absence of such a statement, the number of kilograms invoiced by De Jong Special Services. The payment for damages will in all cases be calculated on the basis of the value of the consignment at the location and the time of its delivery. The cost of freight and other expenses relating to the transport of the consignment that have been incurred by the consignor, will be reimbursed in full in the case of a total loss, and pro rata in the case of a partial loss.
- 7.4 In the event that De Jong Special Services, notwithstanding that which has been determined in Section 1 of this article, is liable in the event of a delay, and if the claimant proves a loss has occurred as a consequence of the delay, liability on the part of De Jong Special Services is at all times limited to the maximum of the cost of freight as agreed. This also applies to the courier services.
- 7.5 De Jong Special Services is released from liability in all cases, where the loss, the damage or the delay is caused by:
- the claimant;
 - a third party engaged by the claimant;
 - an instruction issued by the claimant;
 - an inherent defect of the consignment;
 - circumstances that De Jong Special Services was unable to avoid and the consequences of which De Jong Special Services was not able to prevent;
 - the special circumstances referred to in Article 7.6.
- 7.6 The special circumstances referred to in Article 7.5 are:
- the use of open, uncovered vehicles, when their use has been specifically agreed and stated on the waybill;

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- a lack of or inadequate packaging of the consignment, which, because of its nature has been exposed to a loss of quality or damage, or if it was badly packaged or not packaged at all;
- handling, stowage or unloading of the consignment by the consignee designated by the consignor, or persons acting on behalf of the consignor or the consignee;
- the nature of a specific consignment, whereby this consignment is either lost as a whole or in part or is damaged, as a consequence of being exposed to a risk associated with its nature, particularly, but not limited to, breakage, rust, spoilage, dehydration, leakage, normal loss of quality or the presence of insects or rodents;
- incomplete or defective markings or numbering of the packages;
- the transport of live animals or plants;
- any actions or omissions by the competent authorities, including but not limited to, customs, police and investigation services, aviation regulators or other government authorities;
- international or local disruption of transport infrastructure (e.g. as a consequence of acts of war or terrorism, blockades or road closures, wilful damage caused by strikes or the call for embargoes, hazards from the air or extreme natural and weather conditions such as earthquakes, cyclones, tornados or whirlwinds, storms and hurricanes, floods, tsunamis, volcanic eruptions, fire, epidemics, fog, snow, black ice and ice formation);

7.7 Any customs work to be undertaken by De Jong Special Services will be carried out exclusively and entirely at the risk and expense of the consignor. At no time is De Jong Special Services liable for any losses resulting from or in connection with this work carried out by De Jong Special Services.

7.8 Any legal action by the claimant regarding liability on whatever grounds can only be instituted within the limits of the terms of the contract entered into by De Jong Special Services.

ARTICLE 8 EMPLOYEES AND AGENTS

8.1 De Jong Special Services is entitled to use agents and employees in executing this contract. De Jong Special Services excludes all liability for the actions and omissions of

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its agents and employees whilst carrying out the activities for which they are employed by De Jong Special Services.

8.2 The aforementioned does not exclude that, if an employee or an agent were called to account outside of the terms of the contract regarding the activities for which they are employed by De Jong Special Services , it is hereby stipulated on their behalf that they will be able to invoke all the exclusions and limitations of liability included in these conditions.

8.3 For all those for which De Jong Special Services is liable or may be held to be liable in relation to any activities, for any reason whatsoever and notwithstanding that determined in Section 1 of this Article, it is hereby stipulated that these persons as well as those for which they in turn may be responsible or may be held to be responsible, will be able to invoke all limitations and/or exemptions regarding liability that can be invoked by De Jong Special Services in accordance with these standard terms and conditions or any other statutory or contractual stipulations within the meaning of these standard terms and conditions.

ARTICLE 9 CONDITIONS OF PAYMENT

9.1 The payment of whatever moneys owed to De Jong Special Services by the consignor, must be made within 14 days of the date of the invoice or, if so agreed, either at the time that the consignor hands over the waybill, or at the time that the carrier accepts the consignment.

9.2 The consignee, if so agreed, is required to pay the cost of freight and other costs related to the carriage, as well as any other costs associated with the consignment, at the time of accepting delivery of the consignment. If the consignor does not pay these costs on first demand, then the consignor will be jointly and severally responsible with the consignee for paying them.

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- 9.3 Unless De Jong Special Services receives a written objection from the consignor within eight days of the date of invoice, the invoice will be regarded as having been accepted and found to be in order by the consignor.
- 9.4 The consignor will automatically, and without the requirement of any further notice, be in default if payment is not made within the period specified in Section 1.
- 9.5 If payment is not made, or only made in part, within the prescribed period of time, then the consignor will be required to pay a late payment penalty of 1% per month or part thereof from the date that the invoices became due.
- 9.6 Any payments will first be credited against any interest payable and the remainder against the principal amounts outstanding.
- 9.7 In the event of an extrajudicial collection, the consignor is required to pay De Jong Special Services all legal and non-legal collection expenses in addition to the principal sum and the interest accrued. The non-legal expenses are due and payable from the moment that the party required to make payment is in default. The activities of the accounts receivable department at De Jong Special Services relate to extrajudicial collection activities and amount to 15% of the principal sum, with a minimum of
€ 150.00.

ARTICLE 10 COMPLAINTS

- 10.1 If the consignee has accepted the consignment without noting a qualification or objection on the delivery docket, then the assumption is confirmed that the consignment has been delivered in good condition and in accordance with the details of the delivery docket.
- 10.2 In the event that damage or loss is not visible from the outside and the claimant does not provide De Jong Special Services within two days of the acceptance of the consignment with a written qualification in which the nature of the damage or loss is indicated, De Jong Special Services will also be considered to have delivered the consignment in the same condition in which De Jong Special Services received it.

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ARTICLE 11 RIGHT OF RETENTION

- 11.1 De Jong Special Services has, in respect of anyone who demands its production, a right of retention in respect of items and documents that De Jong Special Services has or receives in connection with this contract and/or any previous contracts.
- 11.2 De Jong Special Services can also exercise its right of retention with respect to the consignor for what is still owing in connection with any previous contracts.
- 11.3 De Jong Special Services is not obliged to accept an alternative security in exchange for the right of retention.

ARTICLE 12 RIGHT OF PLEDGE AND SECURITY

- 12.1 All items, documents and moneys that De Jong Special Services has under its control in connection with the agreed activities can be held as security against any amounts, damages and costs that the consignor may owe De Jong Special Services at any point in time, so as to facilitate the collection by De Jong Special Services of all the amounts owing. Until all the moneys owing to De Jong Special Services have been paid, De Jong Special Services is entitled to keep possession of all items, documents and moneys they received for the carriage, and to suspend any further carriage without being or becoming liable for the payment of any damages.
- 12.2 If the overdue amounts remain outstanding, the items held as security will be sold by public or private sale, subject to agreement in this regard, after the right to sell has arisen.
- 12.3 The consignor is always required, on demand, to provide a security for what they owe or will owe De Jong Special Services pursuant to the contract.
- 12.4 De Jong Special Services is not required to provide security with their own assets for freight, duty, levies, taxes, fines and/or other costs that are required to be paid. However, if De Jong Special Services has provided security with its own assets, the consignor, on demand, will pay De Jong Special Services the amount for which De Jong

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Special Services has provided the security, without requesting a discount, deferment or compensation.

12.5 De Jong Special Services is not liable for any losses resulting from a postponement or deferment referred to in this article.

ARTICLE 13 OFF-SET

13.1 The consignor or the consignee are not permitted to offset any amount owing under the contract and/or any previous contracts against moneys owing by De Jong Special Services. The consignor hereby waives all rights to offsets in this respect.

ARTICLE 14 EXPIRY AND PERIOD OF PRESCRIPTION

14.1 All claims against De Jong Special Services based on the contract or related to the contract, lapse and will be declined:

- in the case of carriage by road including courier services:
by the passage of one year, calculated from the start of the day following the day on which the consignment was delivered or should have been delivered;
- in the case of international carriage by road including courier services:
by the passage of one year, and in the case of intent or conscious recklessness on the part of De Jong Special Services or its agents or employees, a period of prescription of three years. The period of prescription will run:
 - (a) in the case of a partial loss, damage or delay, from the day on which the consignment was delivered;
 - (b) in the case of a total loss, from the thirtieth day of the expiration of the period stipulated, or in its absence, from the sixtieth day of receipt of the consignment;
 - (c) in all other cases, after the expiration of the period of three months after the date that the transport contract was entered into;
- in the case of carriage by air:
within a period of two years, calculated from the arrival of the consignment at its destination, or from the day that the aircraft was to have arrived, or from the interruption of the carriage

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- 14.2 A written claim will not suspend the period of prescription. Partial acceptance of the claim will only suspend the period of prescription for the part accepted. A written rejection of claims related to the same subject matter will not suspend the period of prescription.
- 14.3 A claim that has passed the period of prescription cannot be offset by the consignor, at any time.

ARTICLE 15 INDEMNITY

- 15.1 The consignor who has not complied with any of the requirements laid down by law or by these standard terms and conditions, will, in the event that a third party lodges a claim against De Jong Special Services in connection with the consignment, hold De Jong Special Services harmless against all claims for damages that De Jong Special Services may suffer as a consequence of not complying with these requirements.
- 15.2 The claimant will hold De Jong Special Services harmless against claims brought against De Jong Special Services by third parties and which are related to the carrying out of the agreement, even if De Jong Special Services admits to having failed by imputation in carrying out the terms of the contract.

ARTICLE 16 APPLICABLE LAW AND COMPETENT COURT

- 16.1 Dutch law will apply to all disputes relating to agreements with De Jong Special Services, unless otherwise determined by a compelling legal stipulation of a treaty.
- 16.2 All disputes that arise out of, or are related to the carrying out of the contract, will be dealt with exclusively by the Court in The Hague. The 'choice of forum' clauses of the conditions referred to in Article 2.1, are not applicable.
- 16.3 De Jong Special Services will be able to rely on these standard terms and conditions regardless of the context or the party making a claim against them.

ARTICLE 17 FILING

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- 17.1 These standard terms and conditions have been filed with the registry of the Court in The Hague. If requested, De Jong Special Services will send you a copy of these standard terms and conditions at no cost.

ARTICLE 18 CONCLUDING PROVISION

- 18.1 If, and to the extent that one or more stipulations in these provisions are void or may be rendered void, this will not result in any of the other stipulations in these standard terms and conditions being rendered void. These standard terms and conditions will prevail in the event of a conflict with statutory or treaty provisions that are not of a compelling legal nature. De Jong Special Services is only required to comply with other conditions and/or instructions insofar as they have been expressly accepted and insofar as they do not conflict with these standard terms and conditions.

ARTICLE 19 TRANSLATION

- 19.1 In the event that these standard terms and conditions have been formulated in both the Dutch and the English languages, the Dutch text will be binding in the case of a dispute regarding the substance or interpretation of these provisions.
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