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Extensive Logistic Services Conditions

In these conditions, the following terms have the following meanings:

1. Logistics activities: all activities, including unloading, inbound, storage, outbound, loading, stock management, assembly, order processing, order picking, shipment preparation, invoicing, information exchange, and management, as well as transport, transport, and customs declarations regarding business.
2. Logistics centre: the area (s) where logistics activities take place.
3. Logistic service provider: the person who concludes the agreement with the client and performs the logistics activities.
4. Auxiliary persons: all those whom the logistics service provider uses for the execution of the logistics activities - not being the subordinates of the logistics service provider.
5. Client: the person who gives the order to carry out the logistics activities to the logistics service provider and concludes the agreement with the latter.
6. Agreement: the agreement concluded between the logistics service provider and the client regarding the logistics activities to be performed by the logistics service provider, of which these conditions for logistics activities form part.
7. Conditions: the conditions that apply to the agreement, including these conditions, which are hereinafter always referred to as "these conditions" or "the present conditions".
8. Force majeure: all circumstances that a careful logistics service provider has not been able to avoid and the consequences of which he has not been able to prevent. Force majeure includes fire, explosion, and flooding as a result of natural violence, as well as the consequences thereof.
9. Working days: all days, except Saturdays, Sundays and recognized public holidays, and public holidays and rest days recognized in the country or region where the logistics activities are carried out.
10. Goods: the goods made available to the logistic service provider or its assistant by or on behalf of the client regarding the performance of the agreement.
11. Receipt: the act as a result of which the principal gives up control of the goods with the express or tacit consent of the logistics service provider or his assistant and allows them to exercise actual control over the goods.



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12. Delivery: The act as a result of which the logistics service provider gives up power over the goods with the express or tacit consent of the principal or of a rightholder designated by the principal or of the competent authorities and allows them to exercise actual control over the goods, or if the logistics service provider has undertaken to arrange for transport, the act as a result of which the logistics service provider gives up control of the goods with the express or tacit consent of the carrier and allows them to exercise actual control over matters.

13. Transportation: to transport the goods for the client's benefit by concluding one or more appropriate transport contracts with one or more transporters.

14. Stock difference: an inexplicable difference between the physical stock and the stock as it should be according to the stock records of the logistics service provider, subject to proof to the contrary by the client.

Article 2 - Scope

1. General these terms and conditions govern all offers, agreements, legal and factual acts regarding the Logistics activities to be performed, insofar as these are not subject to mandatory law. Other terms and conditions of the client do not apply unless they have been expressly accepted in writing by the logistics service provider. These conditions apply to the legal relationship between the parties, even after the agreement has ended.

2. Subordinates / Auxiliary persons: The logistics service provider is entitled to call in auxiliary persons to execute the logistics activities unless agreed otherwise with the client. If subordinates or auxiliary persons are held liable outside the contract in respect of activities for which the logistics service provider has used them, it has been stipulated for their benefit that they can invoke all clauses regarding exclusion or limitation of liability contained in these conditions and agreement.

3. Transportation: if the logistics service provider commits to carrying out transport, with due observance of these conditions, in addition to (mandatory) treaties, laws and regulations, the provisions of the transport documents, as well as, for national Dutch road transport and insofar as not included in these conditions or the agreement is deviated from, the General Transport Conditions (AVC), in the version deposited at the registry of the courts in Amsterdam and Rotterdam at the time of the conclusion of the agreement, unless a different version has been agreed. In the absence of a bill of lading, the Hague Visby Rules, as amended by the Protocol of 22 December 1979, or the Rotterdam Rules, if they have entered into force, apply to sea transport, unless otherwise agreed or signed as sender. Transport does not include loading and unloading from means of transport at the Logistics Centre. The transport documents referred to in this article are understood to mean the transport document that has been issued or has been signed as the sender by the Logistics service provider or its assistant.

If and insofar as the aforementioned treaties, laws, statutory regulations, and conditions leave liabilities unregulated, the version of these terms and conditions deposited when the agreement is concluded applies.



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4. Transportation: if the logistics service provider expressly undertakes to transport goods regarding the transport of goods, whether on specific routes or regarding specific transport modalities, the Dutch Forwarding Conditions (general conditions of FENEX) apply. In the version as filed with the registry of the courts of Amsterdam, Arnhem, Breda, and Rotterdam at the time of the conclusion of the agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed.

5. Customs and tax services: if the logistic service provider undertakes to perform customs formalities (including formalities regarding storage in a customs warehouse) and/or for fiscal representation, the Dutch Forwarding Conditions in the version as filed with the registry of the courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed.

Article 3 - Obligations of the Logistics service provider

The logistics service provider is obliged:

1. To take delivery of the agreed goods at the agreed place, time and manner, provided they are properly packaged, that the correct documents are present, and the goods have been made available to him or his assistant.
2. Take care of the loading, stowage and unloading at the Logistics Centre and the loading and unloading of goods, unless these are in the opinion of the logistics service provider or his assistant dangerous or cause a nuisance in such a way that these activities cannot be required of him or his assistant.
3. Have the logistics activities related to the goods take place in the Logistics Centre agreed upon with the client; Page 8 of 21 a. If no specific Logistics Centre has been agreed upon, the logistics service provider can choose a suitable space and move things between suitable spaces. b. if a specific Logistics Centre has been agreed upon, the logistics service provider is authorized to move the goods in consultation with the client if this is desirable for good business operations and/or proper execution of the logistics activities. The client may not refuse permission for relocation if the new spaces are equivalent or better.
4. Have the transfer as referred to in paragraph 3 of this article take place at his expense, unless the transfer must take place:
 - a) in the interest of the client, or on his behalf, and/or;
 - b) as a result of circumstances for which the Logistics service provider is not liable and/or;
 - c) as a result of circumstances that are not reasonable for the account and/or risk of the logistics service provider, and/or;
 - b) as a result of regulations and/or at the direction of the competent authorities.

The transport in connection with the displacement occurs under the application of the arrangements referred to in article 2, paragraph 3 of these conditions.



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5. To take all measures, including those not arising directly from the agreement, to protect the interests of the client and his business. Where possible, he consults with the client in advance. If no timely prior consultation is possible, the logistics service provider will take the measures that are best suited to him in the interest of the client and inform the client accordingly.
6. To ensure his liability arising from the agreement based on customary insurance conditions and to provide the client with a copy of the insurance certificate upon request.
7. To allow the client and the persons designated by it to enter the places where the goods are located during office hours on working days, at the risk of the client, unless otherwise agreed, provided that:
 - a. The desired access was notified to the logistics service provider in advance.
 - b. The client agrees to guidance from the logistics service provider.
 - c. The inspection takes place in accordance with the house rules of the logistics service provider.
 - d. Inspection obtained information about other matters present in the area(s) is not shared with third parties.Any costs associated with the inspection are for the account of the client.
8. Provide additional activities in consultation with and on behalf of the client if these activities can reasonably be expected from the logistics service provider.
9. Report damage and shortcomings on goods to be received and received goods as soon as possible to the client in writing and to request instructions in this regard.
10. To guarantee the soundness and suitability of the material to be used by him.
11. Deliver the goods either in the same condition in which he received them or in the agreed condition.
12. To observe secrecy regarding third parties regarding all facts and data that are known to him exclusively through the performance of the agreement, except for competent government authorities if information must be provided based on statutory regulation and the exchange of information with third parties in the context of normal business operations.

Article 4 - Consequences of non-fulfilment of the obligations by the Logistics service provider

If the logistics service provider continues to culpably fail to fulfil one or more of its obligations as stated in Article 3, the client may, without prejudice to its right to compensation for damage suffered in accordance with Article 5, terminate the agreement with immediate effect in whole or in part, after he has motivated the logistics service provider by registered letter, in which the logistics service provider has failed and has set at least thirty days for compliance and the logistics service provider has not yet fulfilled his obligations at the end of that period.

The client does not have this authority if the shortcoming, given its unique nature or minor significance, does not justify termination with its consequences.

Article 5 – The logistics service provider’s liability

1. The logistics service provider is, except in cases of force majeure and the other provisions of these terms and conditions, liable for damage to and/or loss of the items that arose during the period from receipt to delivery. The logistics service provider is not liable for damage resulting from the client’s failure to comply with any obligation on the client under this or separate agreement(s) and the conditions applicable to both.

2. In the event of transport, the logistics service provider is liable for a maximum of the liability limits set for the transport mode(s) in question in the applicable regulations, unless agreed otherwise. The logistics service provider is not liable insofar as this is the case when the damage is caused by the absence or defect of the packaging of the items that, given their nature or the mode of transport, should have been sufficiently packed and the logistics service provider can demonstrate that the damage could have been a result of this cause. In case of road transport by the logistics service provider, the goods are not received at the agreed place, time and manner, the liability for the resulting damage is limited to no more than twice the freight as decided for the road transport part, but a maximum of 10,000 SDR; but not before the client has set a deadline for the logistics service provider and the logistics service provider has not yet fulfilled its obligation at the end thereof.

3. Regarding other logistics activities, the logistics service provider’s liability for damage to or loss of the goods is limited to SDR 4 per kilogram gross weight of the damaged or lost goods, with a maximum of SDR 100,000 per event or series of events with the same cause of damage.

4. The damage to be compensated by the logistics service provider due to damage or loss of the goods will never amount to more than the value of the goods to be proved by the client. In the absence of proof, the prevailing market price for goods of the same nature and quality applies, valid at the place and time of receipt.

5. Subject to the provisions of Article 5, paragraph 7, the logistics service provider's liability for all damage other than damage to and/or loss of the goods is limited to SDR 10,000 per event or series of events with the same cause of damage, on the understanding - and subject to this limitation of liability to 10,000 SDR - that if the logistics service provider carries out customs formalities or acts as a tax representative, the logistics service provider is not liable for any damage, unless the client proves that the damage was caused by the logistics service provider's fault or negligence.

6. Possible stock differences must be apparent from the recording of the physical stock, which recording must take place at the expense of the client at least once a year and at the time that the agreement ends. Any shortages and any surpluses are offset against each other. The logistics service provider cannot be held liable for stock differences unless and insofar as, in the unit of account used for the registration of the stock, the shortages (shortcomings) exceed any surpluses by at least one percent of the number, which on an annual basis concerning those matters is the subject of the agreement. Any adjustment by the logistics service provider to its stock records, not due to goods entering and leaving the warehouse, will be reported to the client as soon as possible. For the sake of completeness, it is expressly agreed that these conditions also encompass the logistics service provider's liability due to stock differences, including the liability limits described in Article 5, paragraph 3.

7. The logistics service provider is never liable for lost profit, consequential damage, and intangible damage, no matter what the cause.

8. The logistics service provider cannot invoke the liability limits set out in this article in case of intent or deliberate recklessness on his part.

9. If the logistic service provider is held liable by the client outside the contract regarding damage caused during the execution of the logistic activities, the logistic service provider is no further liable than he would be under the contract.

10. If the logistics service provider can derive a defence against the client in defending his liability for the conduct of an auxiliary person or subordinate under the agreement, the auxiliary person or subordinate may also be held liable if he is sued based on this behaviour, invoke this defence as if the assistant or subordinate were themselves parties to the agreement.

11. If a logistics service provider is addressed outside the agreement in respect of damage to or loss of an item or delay in delivery by someone who is not a party to the agreement or a transport agreement concluded by or on behalf of the logistics service provider, he is against this no further liable than he would be under contract.



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Article 6 – Client Obligations

The Client is obliged:

1. The logistics service provider to make all such statements in time and to provide documents concerning the goods and the handling thereof, of which he knows or should know that they are of interest to the logistics service provider unless he can demonstrate that the logistics service provider knows these data or should know them. The client guarantees that the information provided by him is correct and that all instructions and items made available are in accordance with laws and regulations.

2. If goods and/or activities are subject to government regulations, including customs and excise regulations and tax regulations, the client must provide all information and documents necessary for the logistics service provider to comply with those provisions on time;

Page 13 of 21

The provision of information and/or documents to the logistics service provider, required for the performance of formalities in connection with the aforementioned government regulations, includes an instruction to that effect. The logistics service provider is always entitled to follow this instruction or not.

3. The agreed goods in proper packaging at the agreed place, time and to make it available to the logistics service provider or its assistant, accompanied by a road transport bill of lading (to the extent necessary) and the agreed documents and/or documentation and other documents required by or under government regulations.

4. Taking care of the loading, stowage, and unloading of goods, unless: - Article 3, paragraph 2 applies, or

- Parties agree otherwise, or

- It follows from the nature of the intended transport taking into account the goods to be transported and the vehicle made available.

5. Indemnify the logistics service provider and/or its subordinates and/or auxiliary persons on its first request if it is addressed by third parties outside the agreement regarding damage or financial disadvantage, in any way related to the execution of this or separate agreement(s) and the terms and conditions applicable to both, including product liability and/or intellectual property rights claims. This indemnification obligation applies if the client did not comply with any obligation imposed on him by law, these conditions or the agreement, or if the damage or financial disadvantage is caused by circumstances that lie within the client's risk area.

6. To be responsible for the goods and materials made available by him to the logistics service provider or his assistant.



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7. In addition to the agreed compensation, to reimburse in time any other costs arising from this or separate agreement (s) and the terms and conditions applicable to both conditions;
Page 14 of 21

8. Costs for inspections, follow-up activities, clean-up activities, removal of waste arising due to the implementation of this or separate arrangement(s) and reimbursing the conditions applicable to both conditions on time.

9. Upon termination of the agreement, the goods located at the logistics service provider or his assistant, at the latest on the last working day before the date of termination of the agreement, are received and/or have them removed, after payment of all that has been due or what is known on that day to be due to the logistics service provider or what the client will owe after the termination of the agreement, insofar as already known and/or reasonably estimated by the logistics service provider, the client may suffice with providing sufficient security in the opinion of the logistics service provider.

10. To observe secrecy towards third parties regarding all facts and data that are known to him exclusively based on the agreement, except for competent government authorities if information must be provided based on a statutory regulation and exchange of information with third parties in the course of normal business operations.

11. To receive the goods immediately and/or to have them removed if, in the opinion of the logistics service provider, they are so dangerous or cause such nuisance that it cannot be permitted to keep them in storage for longer. Contrary to the provisions of Article 3, paragraph 2, the results, and loading will be carried out by or on behalf of the client and at his expense and risk.

Article 8 - Client liability

1. The client is liable towards all damage to the logistics centre and/or the property of the logistics service provider, its auxiliary persons, its subordinates and its other clients, as well as for personal damage caused by the client itself, its goods, including also the packaging of his goods, his auxiliary persons, subordinates and the persons designated by him.

2. The client is liable towards the logistics service provider for all damages, including fines, interest, as well as penalties and forfeited statements, including consequences of delayed or late discharge of customs documents, as a result of, among other things, the inaccuracy, inaccuracy or incompleteness of its instructions and the data and/or documents provided by him, failure or in time
Page 16 of 21

making the goods available at the agreed time, place and manner, as well as failure to provide documents and/or instructions, or not to do so in time.



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3. The client is liable towards the logistics service provider for all damage caused by failure to fulfil its obligations under this or separate agreement(s) and the conditions applicable to both.

4. The client must reimburse the logistics service provider for the fine imposed on it for road transport. If the client can provide proof of a fine for violation of Article 2.6 paragraph 2 of the Road Transport Goods Act, this provision will lapse, except in the event of bad faith.

Article 9 - Other

1. The logistics service provider can terminate the agreement with immediate effect if the client:

- discontinues all or a substantial part of his profession or business;
- the free disposal of his assets or an essential part of it loses;

- loses its legal personality, is dissolved or is liquidated;
- bankruptcy is declared;
- offers an agreement outside bankruptcy;
- applies for a moratorium;
- loses control of his goods or a significant part of them due to a seizure by third parties;
- does not meet his obligations, as stated in article 6, paragraph 11.

2. If, upon receipt of the goods, the logistics service provider cannot reasonably start, continue, or complete the transport within a reasonable time, the logistics service provider is obliged to inform the client of this. Parties then have the power to terminate this contract of carriage in writing, and this contract ends upon receipt of this notification. The logistics service provider is then not obliged to take care of further transport and is entitled to unload the goods and store them in a suitable place; the client is authorized to take possession of the goods. The made in connection with the cancellation regarding the goods

Page 17 of 21

costs are borne by the client. Except in cases of force majeure (6:75 BW), the logistics service provider is obliged to compensate the client for the damage he has suffered as a result of the cancellation of the agreement, whereby the liability is limited to no more than twice the freight as agreed for the relevant mode of transport, but for a maximum of 10,000 SDR.

Article 10 - Complaints

1. If the logistic service provider delivers the goods without the consignee having established its state before the logistic service provider, subject to evidence to the contrary, the goods will be deemed to have been delivered in good condition.
2. If the logistics service provider delivers the goods without the consignee having notified the logistics service provider in writing, stating the general nature of the loss or damage, the following shall be stated:
 - If it concerns losses or visible damage, at the latest at the time of delivery;
 - If it is not externally noticeable damage, within the period that is prescribed based on the laws and regulations applicable to the mode of transport chosen for delivery or, in the absence of a (statutory) regulation, no later than five working days after delivery; subject to evidence to the contrary, the goods are deemed to have been delivered in good condition.
3. The day of delivery is not included in determining the aforementioned periods.
4. In the case of national transport, the goods are considered lost if they have not been delivered within thirty days of the day on which they were accepted for transport and it is unknown where they are located.

Article 11 –Expiration and statutory limitation period

1. All claims related to the agreement expire after a period of 12 months and a statutory limitation period of 18 months.
2. The periods referred to in paragraph 1 commence in the event of a total or partial loss, damage, delay, or stock difference from the first of the following days:
 - a. The day on which the goods have been or should have been delivered by the logistics service provider;
 - b. The day on which the logistics service provider notifies the client of the loss, damage, or existence of the stock difference.
3. If the logistics service provider is held liable by third parties, including any government, the periods referred to in paragraph 1 commence from the first of the following days:
 - a. The day on which the logistics service provider has been brought to court by the third party.
 - b. The day on which the logistics service provider has paid the claim addressed to it.
4. In the event that the logistics service provider or a third party engaged by it has lodged an objection or appeal claim, the periods referred to in paragraphs 1 and 2 shall start on the day following the one on which the decision in objection and/or appeal is made, has become final.



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5. For all other claims, the terms referred to in paragraph 1 commence from the day on which they become due and payable.

6. In any case, the terms referred to in paragraph 1 for all claims in connection with the agreement commence from the day following that on which the agreement between the parties has ended.

Article 12 – Terms of payment

1. All amounts owed by the client to the logistics service provider will be paid with due observance of the agreed term or, in the absence of an agreed term, within fourteen days of the invoice date. This period is to be regarded as a strict deadline.

2. If the client does not pay any amount due within the period referred to in paragraph 1 of this article, he is obliged to pay the statutory (commercial) interest.

pay in accordance with Article 6: 119a or Article 6: 119 of the Dutch Civil Code, with
Page 19 of 21

from the day on which this payment should have been made up to and including the day of full payment.

3. The logistics service provider is entitled to charge extrajudicial and judicial costs for the collection of the claim to the client. The extrajudicial collection costs are due from the moment that the client is in default and amount to 15% of the claim with a minimum of € 150.

4. The client is at all times obliged, in connection with this or separate agreement(s) and the conditions applicable to both, to collect or recover amounts to be collected or to be levied, as well as related fines, by any government to reimburse the logistics service provider.

5. The client is obliged to provide security on the first demand of the logistics service provider for what the client is owed or owes the logistics service provider. This obligation also exists if the client has already had to provide or has provided security in connection with the amount owed.

6. Appeal to settlement of claims for payment of fees arising from this or separate agreement(s) and the terms and conditions applicable to both, of the costs owed by the client in respect of other logistics activities or of further costs on the goods, with claims from the client or suspension of the aforementioned claims by the client is not permitted.

7. All amounts, as referred to in paragraph 1 of this article, are immediately due and eligible for settlement by the logistics service provider if the cases referred to in article 7, paragraphs 1 and 2 of these conditions occur.



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Article 13 - Assurances

1. The logistics service provider has the right to refuse to issue any goods, documents, and monies, which the logistics service provider has or will have in its possession in connection with the agreement.
2. The logistics service provider can exercise a right of retention on all goods, documents, and funds that he has or will receive in connection with the agreement, for all claims that the logistics service provider has against the client and/or the owner of the goods, has or will receive, also regarding claims that do not relate to those matters.
3. On all matters, documents, and funds that the logistics service provider in connection with a agreement is established for all claims that the logistics service provider has or will have against the client and/or the owner of the goods.
4. The logistics service provider will consider anyone who entrusts goods to the logistics service provider for the client's benefit to perform logistics activities as authorized by the client to establish a right of pledge on those goods.
5. If a dispute arises on the settlement of the amount due or a calculation that is not required to be carried out promptly, at the logistics service provider's discretion, the client is obliged to impede the delivery at the request of the logistics service provider, part of the chargeability of which there is an agreement to be paid immediately and to provide security for the payment of the disputed part or of the part whose amount has not yet been determined.
6. The sale of any collateral shall be for the client's account in the manner provided for by law or, if an agreement is reached, privately.
7. At the first request of the logistics service provider, the client will provide security for costs paid or payable by the logistics service provider to third parties or governments and other costs that the logistics service provider incurs or foresees to incur on behalf of the client, including freight, port costs, duties, taxes, levies and premiums.

Article 14 - Dispute Resolution / Arbitration

1. All disputes arising from or in connection with the agreement(s) to which these conditions apply will be exclusively subject to arbitration

Page 21 of 21

in Rotterdam in accordance with the TAMARA Arbitration Rules, except for claims up to € 25,000, as well as undisputed claims, in which case dispute resolution is conducted by the competent court in Rotterdam.

2. The exceptions referred to in paragraph 1 cannot be invoked if the sponsor is established in a non-EU Member State.

3. Where applicable, arbitrators shall apply the provisions of international transport conventions, including, inter alia, the Convention on the Contract for the International Carriage of Goods by Road (CMR). The client guarantees the logistics service provider that the shipper, the consignee, and the other cargo interested parties will be bound by the provisions of this clause in the event of damage to the goods and/or delay in delivery thereof.

Article 15 - Final provisions

1. All agreements to which these conditions apply are subject to Dutch law.

2. The place of settlement of the logistics service provider is the place of settlement and settlement of claims.

Article 16 - Recommended citation title

The present conditions can be cited as "LSV 2014". In the event of inconsistencies with translated conditions, the Dutch version of these conditions will prevail.