
GENERAL TERMS AND CONDITIONS

PORTSHUTTLE ROTTERDAM B.V.



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Article 1 - Definitions

1. In these general terms and conditions the terms below are to be understood as follows:
 - (i) Agreement: the contractual relationship between PortShuttle and Customer;
 - (ii) Customer: the party ordering PortShuttle to perform Services;
 - (iii) Goods: any and all products in respect of which Customer has issued an Order for the performance of one or more Services;
 - (iv) Order: an order for Services issued by Customer to PortShuttle in writing, electronically or verbally;
 - (v) Portshuttle: the firm PortShuttle Rotterdam B.V.;
 - (vi) Services: all services provided by PortShuttle to Customer, including, but not limited to, organizing the carriage of containers between terminals in the port of Rotterdam and providing management services to rail operators for train call(s) in the port of Rotterdam.

Article 2 - Applicability and Order acceptance

1. These general terms and conditions shall apply to every Agreement.
2. PortShuttle will not be under any obligation or commitment towards Customer, unless PortShuttle has accepted an Order in writing or has started the actual performance of an Order.

Article 3 - General provisions regarding Services

1. To enable PortShuttle to perform the Services, Customer shall timely provide PortShuttle with all relevant information with regard to:
 - (i) the nature, type, weight and volume of the Goods and the container carrying the Goods;
 - (ii) the hazardous properties of the Goods, if any;
 - (iii) the places of receipt and delivery of the Goods, the details of the shipping lines involved and the pickup and/or delivery references;
 - (iv) any other particulars that are of importance to PortShuttle.
2. Customer shall ensure that documents and information required by PortShuttle to perform the Services, as well as any relevant instructions, are timely in PortShuttle's possession and, insofar as required, included in Portbase.

PortShuttle shall not be under any duty to enquire into the accuracy or adequacy of the documents and information provided by Customer.

3. Customer shall ensure that the Goods, in proper packaging, are presented at the agreed place and time.

Article 4 - Rates

1. Unless agreed otherwise in writing, all rates are in Euro's and excluding VAT, terminal handling charges, storage costs, demurrage, and taxes and charges levied by public authorities.
2. Unless agreed otherwise in writing, Portshuttle will be entitled to annually adjust its rates in January.
3. All prices quoted shall be based on the prices that apply at the time of the offer. If between the time of the offer and the time of providing the Services, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, PortShuttle is entitled to pass on this increase to Customer.

Article 5 - Payment conditions

1. Unless agreed otherwise in writing, Customer shall pay the amount invoiced by PortShuttle within 14 days of invoice date. Customer shall not be entitled to apply any set-off in respect of sums charged by PortShuttle to Customer against any claim it may consider it has on PortShuttle or suspend payment thereof.
2. The agreed remuneration and other costs ensuing from the Services shall also be due and payable if in the performance of the Services damage or loss has occurred.
3. Customer will at the first request of Portshuttle furnish security in the form of a bank guarantee for all that Customer owes or will owe PortShuttle.
4. In the event of termination or dissolution of the Agreement, all claims of PortShuttle, with the inclusion of future claims, shall become due and payable forthwith and in full.
5. With respect to all claims it has or may at any time have against Customer, PortShuttle shall have a pledge and a right of retention on all Goods, documents and monies, which it holds in its possession in connection with the Services.

6. If in case of overdue payment judicial or other means of collection is used, PortShuttle is entitled to increase the amount of the claim by 10% administrative costs, with a minimum of € 15, while the judicial and extrajudicial costs shall be for the Principal's account.

Article 6 – Liability, expiry period and insurance

1. When organizing the carriage of containers, PortShuttle will act in its capacity of freight forwarder within the meaning of article 8:60 Dutch Civil Code. PortShuttle shall under no circumstances perform any of the Services as a carrier. All Services, including management services, shall be at Customer's risk and expense.
2. Parties agree on a limited liability of PortShuttle in view of the major discrepancy between the financial risks associated with the Services and the rates charged for the Services. PortShuttle shall not be liable for any damage whatsoever, unless Customer proves that the damage has arisen from PortShuttle's own act or omission, either committed with the intent to cause such damage or committed recklessly and with the knowledge that such damage would probably result from it.
3. If PortShuttle should be liable, the loss to be indemnified by PortShuttle shall at all times be limited to 3 (three) times the agreed remuneration (i.e. excluding demurrage, storage costs etc.) for the Services which gave rise to the loss. PortShuttle shall not be liable for lost profit, demurrage, storage costs, pain, suffering, and (other) consequential loss.
4. PortShuttle's liability shall never exceed the amount of EUR 10,000 per event or series of events with one and the same cause of damage.
5. PortShuttle does not guarantee loading and/or arrival times. Hence, PortShuttle is not liable for any damage or costs resulting from delay.
6. If during the execution of the Services damage occurs for which PortShuttle is not liable, PortShuttle shall provide Customer, free of charge, with documentation and information reasonably requested by Customer for the purpose of claiming compensation from the party that is liable for the damage suffered. At Customer's request, PortShuttle shall make an effort to recover Customer's damage from the party that is liable for such damage. PortShuttle shall be entitled to charge Customer the costs incidental thereto.
7. All costs caused by force majeure, such as, but not limited to, freight, demurrage and storage costs, shall be borne by Customer and shall be paid to PortShuttle at PortShuttle's first request.
8. All claims against PortShuttle shall expire by the mere lapse of twelve months. This period shall commence on

the day on which the event occurred that gave rise to the claim.

Article 7 – Indemnification


1. Regardless the cause of such delay, all costs resulting from delay such as, but not limited to, demurrage and storage costs, shall be borne by Customer. Customer shall indemnify and hold harmless PortShuttle for such costs.
2. Customer shall indemnify and hold harmless PortShuttle for any amounts to be levied by any authority in connection with the Services, as well as any related fines directly or indirectly imposed upon PortShuttle.
3. Customer shall indemnify and hold harmless PortShuttle from and against any and all claims submitted by third parties that are directly or indirectly related to the acts or omissions of Customer.
4. Customer shall indemnify and hold harmless PortShuttle for costs and/or damages claimed by third parties, if and insofar as Customer would have to bear these costs and/or damages under this Agreement when Customer would have claimed these costs and/or damages under this Agreement.




Article 8 – Waiver, applicable law and jurisdiction

1. A waiver of any right under the Agreement by Portshuttle on any occasion will not in any way constitute a waiver of such right or any other right in any Agreement on any subsequent occasion.
2. The Agreement and these general terms and conditions are governed by and subject to the laws of the Netherlands.
3. Parties agree that any dispute arising under or relating to the Agreement or these general terms and conditions will be resolved exclusively in the court of Rotterdam, the Netherlands, in addition to any other court(s) that may be competent pursuant to provisions of international conventions, laws and/or statutory regulations that mandatorily apply.



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