

Concerning the payments for transport, storage and other activities entrusted to the carrier, as established by Transport en Logistiek Nederland, duly filed with the registry of the District Court at The Hague on 2 July 2002, file number 69/2002.

ARTICLE 1 FREIGHT PAYMENT

1. The sender is obligated to pay the freight and costs attached to the goods at the moment of the handing over of the consignment note or of the goods having been received by the carrier.
2. If freight payable at destination has been agreed, the consignee is obligated to pay the freight, the costs due by virtue of other reasons related to the carriage and further costs attached to the goods on their delivery by the carrier; if the consignee does not pay these after a first reminder, it and the sender are severally obliged to effect payment. If, in the event of a consignment which is freight payable at destination, the sender has noted on the consignment note that no delivery may take place without payment of the freight, costs payable due to other reasons relating to the carriage and further costs attached to the goods, the carrier, if no payment is made, must request the sender for further instructions which it is obligated to follow up, as far as reasonably possible, against the compensation of costs and damage and any payment of a reasonable remuneration, unless these costs have arisen through its own fault.
3. The carrier has the right to charge all inevitable extrajudicial and judicial expenses incurred to charge the freight and other costs as mentioned in paras 1 and 2 to that party which is the debtor of the freight and other costs. The extralegal collection expenses are due from that moment when the debtor fails to pay and the claim has been referred to a third party for collection.
4. The freight, costs payable due to other reasons relating to the carriage and further costs attached to the goods are also due if the goods are not delivered at the destination or only in part, damaged or delayed.
5. Requests to offset claims to pay freight, costs payable due to other reasons relating to the carriage and further costs attached to the goods against claims on some other account shall not be granted.
6. If the sender has not fulfilled its obligations mentioned as referred to in the present article, then the carrier shall be entitled to suspend departure of the vehicle, and in this event the damage arising from this shall be deemed to be costs that are attached to the goods.

ARTICLE 2 RIGHT OF RETENTION

1. The carrier has a right of retention over goods and documents in its possession with respect to the contract against any person who demands delivery of same. It shall not be entitled to this right if, at the moment of receipt of the goods for carriage, it had reason to doubt the right of the sender to make the goods available for carriage to it.
2. The right of retention applies likewise to that which is attached to the goods by way of cash on delivery as well as to the cash on delivery charge to which it is entitled, with regard to which it is not obligated to accept security.
3. The carrier may also exercise the right of retention against the shipper by

reason of what is yet due to it with respect to previous contracts of carriage.

4. Likewise, the carrier may exercise the right of retention against the consignee who in this capacity became a party to previous contracts of carriage for reason of what is yet due to it in connection with these contracts.
5. If when settling the invoice a dispute arises as to the amount due or if there is a need for a calculation to be made for the determination of what is due that can not be imminently effected, then that party which demands delivery is obligated to pay forthwith that part which the parties agree is due and to provide security for that part in a dispute or that amount which has not yet been fixed.

ARTICLE 3 RIGHT OF PLEDGE

1. All the goods, documents and monies in possession of the carrier in relation to the contract of carriage and/or other operations serve as a pledge for all claims which it has against the client.

2. Except for those cases in which the client is bankrupt or in liquidation or in which it has been granted suspension of payment(s) or where it has been declared subject to a debt rescheduling scheme for natural persons, the carrier is at no time entitled to sell the pledged goods without the consent from a court of law in accordance with Art.3:248 Para. 2 BW [Netherlands Civil Code].

ARTICLE 4 DEFAULT INTEREST

The parties are entitled to claim interest on the amount which is due and payable pursuant to art. 6:119 BW [Netherlands Civil Code].

ARTICLE 5

These general terms shall be cited as the "Transport en Logistiek Nederland General Terms of Payment".

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