



General Sales and Service Conditions

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Definitions

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

1. **DHSS:** the private limited company Den Helder Support Service B.V., established in Den Helder, registered under the Dutch Chamber of Commerce number 37078316 as well as a subsidiary or affiliated company that chooses to use these conditions, such as but not limited to DHSS Projects B.V., DHSS Logistics B.V. and DHSS Aviation B.V.;
2. **Client:** any natural or legal person who gives an order to DHSS to perform Services and Activities enters into an Agreement to this end, regardless of the agreed method of payment;
3. **Agreement:** the agreement concluded between DHSS and the Client regarding the Services and Activities to be performed by DHSS, of which these Terms and Conditions form part;
4. **Services:** all acts and activities, in whatever form and by whatever name, which DHSS performs for or on behalf of the Client;
5. **Activities:** The handling of shipping and transport matters for shipowners, carriers, time charterers and/or masters of ocean-going vessels, the receipt and delivery of incoming cargo and outgoing cargo, the handling of cargo for others and everything related to this such as unloading, entry, storage, removal, loading, stowage, stock management, assembly, order processing, order picking, preparation for shipment, invoicing, exchange of information and management, ship management, providing mediation in concluding (transport) agreements including charters for air transport, all this insofar as directly or indirectly a means of transport is involved, arranging for the transport of persons and Goods and filing customs declarations.
6. **Good/Goods:** the goods made available or to be made available to DHSS or its Third Parties/Servants and Agents by or on behalf of the Client for the purpose of executing the Agreement;
7. **Third Party (ies)/Servant(s)/Agent(s):** all those, not being employees, with whom DHSS has contracted on behalf of the Client and who are used by DHSS in the performance of its Services and Activities, regardless of whether DHSS has committed itself in its own name or in the name of the Client;
8. **Force Majeure:** all circumstances which DHSS could not reasonably avoid and the consequences of which DHSS could not reasonably foresee and prevent. Force Majeure is in any case understood to mean: fire, explosion, war, natural disasters, exceptional weather conditions, floods, riots, strikes, unexpected government measures, burglaries, computer and electricity failures, hidden defects in the materials used by DHSS, quarantines and epidemics.

9. **Terms and Conditions:** the conditions applicable to the Agreement, including these terms and conditions, which will be referred to hereinafter in each case as "these Terms and Conditions" or "the present Terms and Conditions".

Article 1. General

1. These Terms and Conditions govern all offers, Agreements, legal acts and acts without an intended legal effect relating to the Services and Activities to be performed by DHSS, insofar as they are not governed by mandatory law and/or insofar as these Terms and Conditions are not deviated from with the express, written consent of DHSS's management. In that event, the deviating conditions only apply to the order for which such deviation has been made. The legal relationship between the parties shall be governed by these Terms and Conditions, even after the Agreement has ended.
2. DHSS explicitly rejects the applicability of any other (standard) terms and conditions of the Client.
3. DHSS is entitled to engage Third Parties/Servants/Agents for the performance of its Services and Activities and to use Third Parties' and/or Servants' and Agents' goods when carrying out its tasks. DHSS is authorised to accept the (standard) terms and conditions of such Third Parties/Servants and Agents at the Client's risk and expense and shall, upon request, provide the Client with (a copy of) the (standard) terms and conditions under which DHSS has contracted with the Third Parties/Servants/Agents. DHSS is entitled, but not obliged, to invoke such (standard) terms and conditions, including any arbitration or jurisdiction clauses contained therein, against the Client.
4. If DHSS's managers or other employees, or Third Parties/Servants/Agents engaged by DHSS are directly sued extracontractual, it has been stipulated on their behalf that they are entitled to invoke all of the provisions contained in these Terms and Conditions and the Agreement.

Agent/Shipbrokers' activities

5. The Standard Terms and Conditions of Dutch Shipbrokers and Agents in the version as filed with the registry of the District Court in Rotterdam and the Chamber of Commerce in Rotterdam shall additionally be applicable to all Services and Activities performed and to be performed by DHSS which form part of shipbroker's work and/or activities carried out by DHSS as agent for shipowners, transporters, time charterers and/or captains of sea-going vessels, with the exception/exclusion of the arbitration clause contained in therein ('the Standard Terms and Conditions of Dutch shipbrokers and Agents', attached as APPENDIX 1).

Transportation

6. In the event that DHSS explicitly undertakes to have Goods and people transported, whether or not on certain routes or in relation to certain modes of transport the Dutch Forwarding Conditions (FENEX standard terms and conditions) in the version filed with the Registrar's Office of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam at the time of the formation of the Agreement shall additionally apply,

unless another version has been agreed, with the exception/exclusion of the arbitration clause contained therein ('the Dutch Forwarding Conditions', attached as **APPENDIX 2**).

Storage

7. In the event that DHSS explicitly undertakes to have Goods stored the FENEX Dutch Warehousing Conditions, in the version filed with the Court at Rotterdam on 15 November 1995 will apply additionally, unless another version is agreed, with the exception/exclusion of the arbitration clause included therein ('the Dutch Warehousing Conditions', attached as **APPENDIX 3**).

Customs and tax services

8. In the event that DHSS undertakes to perform customs formalities (including formalities relating to storage in a bonded warehouse) and/or to provide fiscal representation, the Dutch Forwarding Conditions shall additionally apply, in the version filed with the Registrar's Office of the Courts of Amsterdam, Arnhem, Breda and Rotterdam at the time of the formation of the Agreement, unless another version is agreed, with the exception/exclusion of the arbitration clause therein ('the Dutch Forwarding Conditions', attached as **APPENDIX 2**).
9. In the event of a conflict between the provisions of the (other) additional terms and conditions referred to in paragraphs 5, 6, 7 and 8 above and the provisions of these Terms and Conditions, the relevant provisions of these Terms and Conditions shall prevail.
10. If one or more provisions of these Terms and Conditions should at any time be wholly or partially void or voidable, the remaining provisions of these Terms and Conditions shall remain fully enforceable. Furthermore, such a clause shall be deemed applicable that, being legally permissible, comes closest to the object and purport of the void provision.
11. The latest version of these Terms and Conditions shall be applicable, or the version that was valid at the time the Agreement was concluded.
12. In the event of inconsistencies with the translated version of these Terms and Conditions, the Dutch version of these Terms and Conditions shall prevail.

Article 2. Offers and quotations

1. All DHSS's quotations and offers are without obligation, unless the quotation stipulates a term for acceptance and explicitly states otherwise.
2. Agreements, as well as amendments and additions thereto, come into effect if and insofar as DHSS has confirmed these in writing or if DHSS has commenced with the execution of the Agreement.

3. Providing DHSS with information, which is reasonably required for the performance of customs formalities, shall constitute an order to that effect, unless otherwise agreed in writing. DHSS is never obliged to accept an order to perform customs formalities.

Article 3. Remunerations

1. Prices are always quoted on the basis of the prices applicable at the time of the offer (quotation). If, between the time of the offer and the time of execution of the Agreement, one or more cost factors (including tariffs, wages, costs of social measures and/or laws, freight and exchange rates etc.) increase, DHSS is entitled to pass on this increase to the Client.
2. If DHSS charges all-in rates or fixed rates, these rates shall be deemed to include all costs that are generally borne by DHSS when handling the order. In any event, all-in prices and fixed prices do not include duties, taxes and levies, consular and authentication charges, costs for drawing up bank guarantees and insurance premiums.
3. In the event of circumstances of such a nature that they did not need to be taken into account when the Agreement was concluded and which cannot be attributed to DHSS and significantly increase the cost of performing the Services and Activities, DHSS shall be entitled to an additional payment. In this case, the additional payment shall consist of the extra costs DHSS has had to incur in order to perform the Services and/or Activities, plus an additional payment -deemed fair and equitable- for the Services and/or Activities to be provided by DHSS.
4. Unless there is intent or deliberate recklessness on the part of DHSS, in the event of insufficient loading and/or unloading time, all resulting costs, such as demurrage, waiting costs, etc. shall be for the account of the Client, even if DHSS has accepted the bill of lading and/or the cargo from which the additional costs arise, without complaint. DHSS shall endeavour to avoid these costs.

Article 4. Implementation

1. The designation of, respectively the order to DHSS to provide Services or to perform Activities, authorises DHSS to carry out all usual activities and to enter into agreements, whether or not in its own name, on behalf of the Client, without DHSS being obliged to do so at any time or in any way. Services and/or Activities may be refused without stating reasons.
2. DHSS shall not be obliged to take out insurance of any kind, unless this has been explicitly agreed in writing between the parties.
3. All calls for cargo against a specific date and/or time by DHSS are always subject to change of the said date and/or time due to unforeseen circumstances or changes.

4. If a period has been agreed or specified for the performance of certain Services and/or Activities, or for the delivery of certain Goods, then this shall never be a deadline. The indication by the Client of a delivery time does not bind DHSS and DHSS does not guarantee arrival times. If a period is exceeded, the Client must therefore declare DHSS to be in default in writing and grant it a reasonable period in which to comply with the Agreement.
5. All information and reports are provided by DHSS to the best of its knowledge and ability and are non-binding. DHSS is not responsible for the accuracy of this information.
6. If, when giving the order, the Client did not provide any instructions regarding the implementation, storage, safekeeping or handling, DHSS is free to determine how the Agreement is executed and may always accept the documents which are customary for the Third Parties/Servants/Agents it engaged for the execution of the order.
7. The Client guarantees the Goods it has made available to DHSS or its Third Parties/Servants/Agents.
8. The Client shall, at its own expense and risk, make any means of transport and the Goods to be loaded or unloaded from them available in such a way that DHSS is able to carry out the work safely, responsibly and without delay.
9. The Client shall make the Goods available, stating a correct and complete description of the Goods and instructions regarding the storage, safekeeping or handling thereof, and furthermore stating all information or details which it knows or should know are important for DHSS to be able to perform its Services and Activities safely, responsibly and without delay and/or which are of such a nature that the Agreement would not have been concluded or not under the same conditions if DHSS had known of the true state of affairs.
10. The Client is obliged to timely provide DHSS with all documents relating to the Goods, as well as to the storage, safekeeping and handling thereof, which the Client knows or should know are of importance to DHSS. If the Goods and/or Services and/or Activities are subject to government regulations, including customs and excise regulations and tax provisions, the Client shall timely provide all information and documents necessary for DHSS to comply with such regulations.
11. The Client guarantees that the information and documents provided by it are correct and complete and that all instructions and Goods made available are in accordance with the legislation and regulations. DHSS is not obliged to check whether the statements are correct and complete.
12. If DHSS is not provided in time with the documents required to execute the Agreement, DHSS is entitled to suspend the execution of the Agreement and/or charge the Client for the additional costs resulting from the delay at the then customary rates.

13. The Client is obliged to make the Goods available to DHSS or its Third Parties/Servants/Agents in sound packaging at the agreed place, time and manner, accompanied by the agreed documents and other documents required by or pursuant to government regulations.
14. The Client guarantees seaworthiness, or the sound packaging (including containers in which the Goods are stowed) required for the modes of transport ("*modaliteiten*") and/or storage in question, and clearly legible labelling of Goods in accordance with the applicable safety and environmental regulations, and in the absence thereof, in accordance with the commonly accepted standards applicable in this respect.
15. All manipulations such as checking, sampling, taring, counting, weighing, measuring, repacking, stowing (in containers), splitting and taking delivery of batches under court-appointed expertise shall take place only on the explicit instruction and at the risk of the Client, against payment of the costs.
16. If a Good or Goods made available to DHSS or its Third Parties/Servants/Agents is/are in a damaged defective condition, visible from the outside, on arrival or on receipt, DHSS shall be entitled, but not obliged, to look after the Client's interests vis-à-vis the carrier or others at the Client's expense and risk and to provide evidence of the condition, without the Client being able to derive any right vis-à-vis DHSS from the manner in which DHSS has undertaken this task.
17. DHSS is entitled to take all measures, including those which do not arise from the Agreement, in order to protect the interests of the Client and its Goods. If necessary, DHSS shall consult with the Client in good time. If timely prior consultation is not possible, DHSS shall take the measures which in its opinion appear to be in the best interests of the Client and shall inform the Client of the measures taken and the costs involved as soon as this is reasonably possible.
18. If DHSS delivers the Goods without the Client, addressee or receiver having established their condition in DHSS's presence, the Goods shall be deemed to have been delivered in good condition, unless there is proof to the contrary.
19. The Client is obliged to accept or take delivery of the Goods at the time they are made available to the Client. If the Client refuses to take delivery or accept delivery or fails to provide information or instructions necessary for the delivery, DHSS shall be entitled to store the Goods at the expense and risk of the Client. The risk of loss, damage or depreciation shall pass to the Client from the moment the Goods are made available to the Client.
20. The Client is obliged to immediately take possession of the Goods and/or have them removed if, in the opinion of DHSS, they are so dangerous, or cause such a nuisance, that DHSS cannot be required to hold them for a longer period. In this case, the removal and loading shall take place by or on behalf of the Client and at the Client's own expense and risk.

21. If the Client fails to comply with its obligations as stated in paragraphs 19 and 20 of this article, DHSS is entitled to:
 1. the private or public sale of the Goods at the Client's expense and risk after the expiry of fourteen days after dispatch to the Client of a written notification of the intended sale, without the need to observe any further formality;
 2. abandon or destroy the Goods at the expense and risk of the Client after the expiry of fourteen days from the date on which a written notification of the intended abandonment or destruction was sent to the Client, if it is likely that in the event of the sale of the Goods, the costs will exceed the benefits or if, despite a reasonable attempt by DHSS, no buyer can be found;
 3. remove and destroy, at the expense and risk of the Client, immediately and without further notice, or otherwise render harmless those Goods which, in the opinion of DHSS, pose an immediate threat of danger and are so dangerous, or cause such a nuisance, that DHSS cannot be required to hold them any longer, even if DHSS was aware of the danger upon acceptance.
22. If, within the framework of the Agreement, DHSS or its Third Parties/Servants/Agents perform Services or Activities at the Client's location or at a location designated by the Client, the Client shall provide the reasonably required facilities free of charge.
23. DHSS commits to making efforts on sustainable business practices within the framework of the laws and regulations applicable to it and the requirements of its certifications. It is committed to developing an appropriate environmental management system. It further undertakes to minimise the production of waste and the use of water and energy within its own organisation by optimising the production process. It also undertakes to increase the "recycled content" of its products, insofar as this can be done without relevant loss of quality and without other adverse effects on the environment, public health, etc. Finally, DHSS undertakes to strive to minimise its environmental impact also in the provision of framing services, such as transport, after-sales service, and the like. DHSS gives preference to suppliers/clients that comply with environmental labelling schemes to ensure product sustainability. Example: EU Ecolabel.

Article 5. Duration, suspension, dissolution and early termination of the Agreement

1. The Agreement between DHSS and the Client is entered into for an indefinite period of time, unless the nature of the Agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
2. DHSS may terminate the Agreement with immediate effect, if the Client:
 - discontinues all or a significant part of its profession or business operations;
 - loses the power to dispose of its capital or a significant part thereof;
 - loses its legal personality, is dissolved or is actually wound up;
 - is declared bankrupt;
 - offers a settlement to its creditors;
 - applies for a suspension of payments;

- loses power to dispose of its property or a significant part thereof as a result of an attachment.

- 1.If the Client fails to perform its obligations under the Agreement, or fails to perform them in full or on time, or if, after concluding the Agreement, DHSS has good reason to fear that the Client will not perform its obligations, DHSS may suspend the performance of its obligations with immediate effect. DHSS is also entitled, without prejudice to its right to compensation for damages, to terminate all or part of the Agreement with immediate effect, after it has given the Client a deadline of fourteen days for compliance and the Client has still not complied with its obligations after this deadline has passed. If, by setting such a deadline, DHSS's interest in the undisturbed operation of its business would be disproportionately impaired, DHSS may also terminate the Agreement without observing a deadline.
4. Furthermore, DHSS is entitled to terminate the Agreement if circumstances arise which are of such a nature that performance of the Agreement is impossible or if other circumstances arise which are of such a nature that DHSS cannot reasonably be expected to perform the Agreement.
5. If DHSS proceeds with suspension or termination, it is in no way liable to pay compensation for damages and costs incurred in any way, while on the other hand the Client must compensate or indemnify DHSS for breach of contract.
6. If DHSS continuously imputably fails to comply with one or more of its obligations under the Agreement, the Client may terminate all or part of the Agreement with DHSS, after:
 - the Client has given DHSS written notice of default by registered letter, has sufficiently stated DHSS's failure and has allowed DHSS a period of at least thirty days for compliance, and
 - DHSS has not fulfilled its obligations after this period.
7. If, after receiving the Goods, DHSS is unable to commence the performance of the Agreement, or if this Agreement cannot be continued or completed, DHSS shall inform the Client accordingly. The parties then have the right to terminate the Agreement in writing. In this case, the Agreement shall end upon receipt of this notice. DHSS shall subsequently not be obliged to perform the Agreement and is entitled to unload and/or store the Goods at a suitable location; the Client is entitled to take possession of the Goods. The costs incurred in connection with the termination with regard to the Goods shall be borne by the Client. Except in the event of Force Majeure, DHSS shall be obliged to compensate the Client for the damage it has suffered as a result of the termination of the Agreement, whereby the damages shall not exceed the fee/price agreed by the parties for the performance of the Agreement, with a maximum of 10,000 SDRs.
8. Neither party can terminate the Agreement if the failure - in view of its special nature or limited significance- does not justify the termination and the consequences thereof.

Article 6. Force Majeure

1. In the event of Force Majeure, DHSS's obligations shall be suspended for the duration of the Force Majeure. If this period lasts longer than two months, both parties shall be entitled to terminate the Agreement without being obliged to pay compensation to the other party.
2. All additional costs caused by Force Majeure shall be borne by the Client and must be paid on DHSS's demand.
3. Insofar as DHSS has already partially fulfilled its obligations under the Agreement or will be able to fulfil them at the time of the Force Majeure, and insofar as independent value can be attributed to the part already fulfilled or to be fulfilled, DHSS is entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Client must pay this invoice as if it were a separate Agreement.

Article 7. Payment and collection costs

1. All amounts owed by the Client to DHSS shall be paid within the agreed period, or failing this, within 30 days of the invoice date.
2. The amounts and invoices sent by DHSS are also due in the event damage has occurred during the performance of the Agreement.
3. Contestation of an invoice does not suspend the obligation to pay it. Nor is the Client entitled to suspend payment of an invoice for any other reason.
4. The Client shall never be entitled to set off claims for payment arising from any Agreement concluded with DHSS.
5. In the event of a dispute regarding the amount owed by the Client to DHSS, the documentation to be submitted by DHSS shall provide full proof of the nature, content and extent of the Services and/or Activities carried out, subject to proof to the contrary.
6. If DHSS grants credit, the term of this credit period is at its discretion. In this case, DHSS is entitled to charge a late payment surcharge.
7. If the Client fails to pay any amount due within the period stipulated in paragraph 1 of this article, he shall be in default without notice of default being required, and shall be obliged to pay the statutory commercial interest in accordance with Section 119a of Book 6 of the Dutch Civil Code, with effect from the day on which payment should have been made until the day on which payment is made in full.
8. DHSS is entitled to charge the Client for legal and other costs incurred to collect the amounts due. These costs are payable from the time the Client is in default. The extrajudicial costs amount to 15% of the claim, with a minimum of

€ 500,00. Legal costs and enforcement costs fully qualify for reimbursement and are calculated on the basis of the actual costs incurred by DHSS.

9. Upon termination or dissolution of the Agreement, all DHSS's claims - including future claims - shall become immediately due and payable in full. In any case, all claims shall be immediately due and payable in their entirety if:
 - the Client's bankruptcy is declared, the Client applies for a suspension of payments or otherwise loses its power to freely dispose of all or a significant part of its assets;
 - the Client offers a settlement to its creditors, is in default of meeting any financial obligations towards DHSS, ceases to operate its business operations or is dissolved.
10. DHSS is not obliged to provide security from its own resources for the payment of freight, duties, levies, taxes and/or other costs, should this be required. If DHSS has provided security from its own resources, it is entitled to demand immediate payment of the amount for which security has been provided from the Client.
11. The Client shall at all times reimburse DHSS for any amounts to be collected or levied by any government in connection with this Agreement or A(a)greement(s), as well as any related fines, on DHSS's demand and within two working days. These amounts must also be reimbursed by the Client if DHSS is held liable for these amounts by a Third Party/Servant/Agent engaged by DHSS in connection with the Agreement.

Article 8. Securities, right of retention and retention of title

1. On DHSS's demand the Client shall immediately furnish security for what the Client owes or will owe to DHSS. This obligation shall also exist if the Client has already had to provide security in connection with the amount owed. All consequences of not complying or not immediately complying with DHSS's request to provide security shall be for the Client's account.
2. On DHSS's demand, the Client shall provide security for costs paid or to be paid by DHSS to third parties or authorities and other costs incurred or expected to be incurred by DHSS on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.
3. DHSS shall never be obliged to make any payment on behalf of the Client, as long as it has not received the required security.
4. In the absence of documents, DHSS shall never be obliged to provide any indemnity or security.
5. DHSS is entitled to refuse to deliver to anyone any Goods, documents and monies which DHSS has or will have in its possession in connection with the Agreement.

6. DHSS is entitled to exercise a right of retention on all Goods, documents and monies which it has or will have in its possession in connection with the Agreement for all claims which DHSS has or will have against the Client and/or the owner of the Goods, including claims which do not relate to the Goods in question.
7. For all claims DHSS has or will have against the Client and/or the owner of the Goods, a pledge is established on all Goods, documents and monies which DHSS has or will have in its possession in connection with the Agreement.
8. DHSS may consider anyone who entrusts Goods to DHSS on behalf of the Client for the performance of its Services and/or Activities, as authorised by the Client to create a pledge on those Goods.
9. If, when settling the invoice, a dispute arises regarding the amount due or if a calculation is required to determine the amount which cannot be carried out quickly, the Client or the party demanding delivery is obliged, on DHSS's request, to immediately pay the part which the parties agree is due and to provide security for the payment of the disputed part or for the payment of the part for which the amount has not yet been established.
10. DHSS may also exercise the rights outlined in this article for what is still owed to it by the Client in connection with previous orders and Agreements.
11. The sale of any collateral shall take place for the account of the Client in the manner provided by law or, if there is agreement thereon, privately.
12. Goods supplied to the Client by DHSS within the framework of the Agreement, shall remain the property of DHSS until the Client has properly fulfilled all its (payment) obligations under the Agreement. Until such time, the Goods may not be resold, pledged or encumbered in any other way.
13. DHSS reserves the rights and powers to which it is entitled under the Dutch Copyright Act and other Dutch intellectual legislation and regulations. DHSS is entitled to use the knowledge it gains from the implementation of an Agreement for other purposes, insofar as this does not involve bringing strictly confidential information from the Client to the attention of third parties.
14. In the event that DHSS wishes to exercise its property rights as set out in this article, the Client hereby gives, in advance, DHSS and its Third Parties/Servants/Agents unconditional and irrevocable permission to enter all those places where DHSS's property is located and to retrieve the same.

Article 9. Liability

1. All Services and Activities are performed at the Client's risk. The Client shall be liable for all damage and loss, including personal injury, suffered by DHSS, its Third Parties/Servants/Agents, its employees and its other Clients, caused by the Client itself, its Goods (including the packaging of its Goods), its Servants/Agents, employees and other persons appointed by it.
2. The Client shall be liable to DHSS for all damages caused by the failure to comply with its obligations under the Agreement(s) and these Terms and Conditions and any applicable additional conditions.
3. If DHSS is held liable by the Client for damages incurred during the performance of the Services and/or Activities, DHSS's liability shall not exceed its liability under the Agreement, these Terms and Conditions and any applicable additional conditions.
4. DHSS shall not be liable for any damage or loss suffered by the Client, unless the Client proves that the damage or loss was caused by intent or deliberate recklessness on the part of DHSS or its managing employees.
5. DHSS shall never be liable for loss of profit, consequential loss, intangible loss, lost savings, damage due to business interruption and/or any other form of indirect damage howsoever arising.
6. DHSS shall never be liable for damage resulting from the failure of the Client to comply with any of its obligations under the Agreement(s), these Terms and Conditions and any applicable additional conditions.
7. DHSS shall never be liable for damage, of whatever nature, due to the fact that DHSS or its subordinates relied on incorrect and/or incomplete information provided by the Client.
8. DHSS shall never be liable for damage caused by the absence or inadequacy of proper packaging of the Goods.
9. The Client shall be liable to DHSS for all damages - including but not limited to fines, consequential damages, interest, penalties and confiscations, including consequences due to failure to comply or to comply on time with customs documents and claims relating to product liability and/or intellectual property rights - which DHSS suffers directly or indirectly as a result of, among other things, the Client's failure to comply with any obligation under the Agreement or under applicable legislation and regulations, as a result of any incident which is within the Client's control (such as, for example, the inaccuracy, incorrectness or incompleteness of its instructions and the data and/or documents provided by it, the failure to make the Goods available, or the failure to do so on time, at the agreed time, place and manner, as well as the failure to provide documents and/or instructions, or the failure to do so on time), as well as

resulting from the fault or negligence in general of the Client and/or its employees and/or third parties whose services the Client engages and/or third parties that work on behalf of the Client.

10. The Client shall indemnify DHSS at all times against claims from third parties, including employees of both DHSS and the Client, related to or arising from the damage referred to in the previous paragraph, as well as for damage whose cause is not attributable to DHSS but to another party. If the Client fails to take adequate measures, DHSS is entitled to do so itself, without notice of default. All costs and damages incurred by DHSS as a result are entirely at the expense and risk of the Client.
11. In the event of storage, DHSS shall be deemed to have exercised due care in the event of damage and/or loss due to theft by breaking and entering if it has ensured that the storage place was properly locked. Where Goods are stored on open ground or can only be stored on open ground, or where it is customary for DHSS to store such Goods on open ground, any liability on the part of DHSS for damages possibly relating to such storage on open ground, is excluded.
12. The damages to be compensated by DHSS shall never exceed the invoice value of the goods, to be proved by the Client, or in the absence thereof, the market value, to be proved by the Client, applicable at the time the damage arose.
13. DHSS's liability for damage or loss to Goods shall further be limited to 4 SDRs per kilogram damaged, reduced in value or lost gross weight, up to a maximum of 10,000 SDRs per event or series of events with the same cause of damage.
14. DHSS's liability for all damages other than damage to or loss of Goods, shall be limited to 10,000 SDRs per event or series of events with one and the same cause of damage, on the understanding - and subject to this limitation of liability to 10,000 SDRs - that if customs formalities are carried out by DHSS or it acts as a tax representative, DHSS shall not be liable for any damage, unless the Client proves that the damage was caused by DHSS's fault or negligence.
15. In all cases, DHSS's liability is limited to the amount for which it is insured and which the insurance company actually pays out, plus the excess.
16. If DHSS is sued extra contractually by someone who is not a party to the Agreement or to a transport agreement made by or on behalf of DHSS, for damage to or loss of a Good or a delay in delivery, its liability to such a party shall never exceed its contractual liability.
17. All liability limitations and exclusions in these Terms and Conditions on behalf of DHSS also apply to its employees and Third Parties/Servants/Agents engaged by DHSS.

Article 11. Prescription and limitation

1. DHSS shall not be liable for any damage or loss, unless the Client notifies DHSS in writing of the damage or loss, either within four weeks of becoming aware of the damage, or within three months after the relevant Services and/or Activities have been completed and the Goods have been or should have been delivered by DHSS. In this regard, the shortest period shall apply.
2. All claims of the Client in connection with the Agreement shall be subject to prescription by the expiry of a period of nine months and shall lapse by the mere expiry of a period of eighteen months. In the event of total or partial loss, damage, delay or stock discrepancy, the periods shall commence on the first of the following days:
 - a. the day on which the Goods were delivered or should have been delivered by DHSS;
 - b. the day of notification of the loss or damage.
3. For all other claims, the periods specified in paragraph 2 shall commence from the day on which they became due and payable. In any event, the periods referred to in paragraph 2 for all claims in connection with the Agreement shall commence on the day following the day on which the Agreement between the parties was terminated.

Article 12. Applicable law and disputes

1. The CONTRACT and these TERMS AND CONDITIONS, as well as all further agreements arising therefrom or related thereto, including all questions of their existence, validity and termination, shall be exclusively governed by and construed in accordance with Dutch law. Validity and termination thereof, shall be exclusively governed by and construed in accordance with Dutch law.
2. The place of settlement and claim settlement shall be the place of DHSS' registered office. The applicability of the United Nations Conventions on Contracts for the International Sale of Goods (Vienna 1980) (CISG) is excluded.
3. All disputes between parties, on whichever legal ground, shall be exclusively brought before the District Court of Rotterdam, unless BUYER opts for the following, in which case that will apply exclusively:

Optional

(i) Disputes shall be settled exclusively in arbitration in the Netherlands, in accordance with the UNUM Arbitration Rules, with the exception of claims up to €100,000 and undisputed claims which, at the option of the BUYER, and only in the event of the submission of a dispute by the BUYER against the SUPPLIER, may be submitted to the competent court in Rotterdam, the Netherlands.

(ii) In case of arbitration, the arbitrators shall, if applicable, apply the provisions of the Convention on the International Carriage of Goods by Road (CMR).

4. The Client guarantees to DHSS that the consignor, the consignee and the other cargo interests, in the event of damage to or loss of the Goods and/or a delay in their delivery, shall be bound by the provisions of this article. However, if DHSS is involved in proceedings before a different court, or in arbitration in accordance with a different regulation, DHSS shall be free to bring legal action against the Client before the same court or in the same arbitration procedure.
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The additional applicable terms:

Exhibit 1: [NEDERLANDSE-EXPEDITIEVOORWAARDEN-EN-logo-1.pdf \(fenex.nl\)](#)

Exhibit 2: [VRC-Cargadoorsvoorwaarden-A5-Boekje Eng 01.pdf \(shipagents.nl\)](#)

Exhibit 3: [Nederlandse-Opslagvoorwaarden-Engels-met-nieuw-logo.pdf](#)

In case of discrepancy these sales conditions are leading.

These terms were drafted in the Dutch language. In case of ambiguity or any unclarity the Dutch version shall prevail.