

## GENERAL TERMS AND CONDITIONS WHS LOGISTICS B.V.

WHS Logistics B.V., Baron van Nagellstraat 144-146, 3771 LL Barneveld, Netherlands  
Chamber of Commerce Reg. No. 65484002

### DEFINITIONS

In these general conditions the following capitalized terms have the following meaning, unless explicitly stated otherwise:

#### General Terms and Conditions:

These General Terms and Conditions of WHS Logistics;

#### ATCN Terms and Conditions:

General Tank Cleaning Terms and Conditions of the Association of Tankcleaning Companies Netherlands in The Hague, latest version, published at [www.atcn.nl](http://www.atcn.nl);

#### AVC Terms and Conditions:

General Transportation Terms and Conditions of the Stichting Vervoeradres in The Hague, latest version, published at [www.sva.nl](http://www.sva.nl);

#### CMR Convention:

Convention on the contract for the International Carriage of Goods by road (CMR);

#### ADR Agreement:

The European Agreement concerning the International Carriage of Dangerous Goods by Road;

#### COTIF/CIM Convention:

Convention concerning International Carriage by Rail (COTIF);

#### Dutch Forwarding Conditions:

Dutch Forwarding Conditions, General Terms of FENEX (Netherlands Association for Forwarding and Logistics), latest version published at [www.fenex.nl](http://www.fenex.nl);

#### General Storage Conditions Nekovri:

General Conditions of the Vereniging van Nederlandse Koel- en Vrieshuizen (Association of Dutch cold-storage and freezing warehouses), latest version, published at [www.nekovri.nl](http://www.nekovri.nl);

#### Goods:

The goods made available by or on behalf of the Client to WHS Logistics or its Auxiliary persons with a view to the performance of the Agreement;

#### WHS LOGISTICS B.V.:

WHS Logistics B.V., with its established office in Barneveld, its successors and all its related entities.

#### Client:

Every (legal) entity placing orders at WHS Logistics, purchasing products or services from WHS Logistics and/or having concluded or wishes to conclude an Agreement with WHS Logistics;

#### Agreement:

All agreements, established orally, in writing or electronically between WHS Logistics and the Client, as well as any referral or addition to it and all (legal) acts in preparation or execution of that agreement;

**Party/Parties:** WHS Logistics and the Client separately or combined;

### Article 1 Relevance

- 1.1 The General Terms and Conditions of the WHS Logistics have been established at 1 June 2017, and apply from that date to all Agreements concluded by WHS Logistics, as well as tenders, orders, offers and quotations.
- 1.2 The General Terms and Conditions of WHS Logistics are deemed accepted by the Client from the moment the Client issues an order to WHS Logistics, unless both Parties have agreed otherwise in writing.
- 1.3 Deviation from the General Terms and Conditions is possible only if and to the extent that Parties have agreed upon it in writing.
- 1.4 The General (Purchasing) Conditions, under whatever name, of the Client shall not apply unless the Parties have agreed upon otherwise in writing.
- 1.5 WHS Logistics is entitled to adapt the General Terms and Conditions to (legal) conditions. If WHS Logistics and the Client have signed a comprehensive Agreement, the new General Terms and Conditions will only apply to new agreements that will be concluded, once WHS Logistics has sent over a copy of the Conditions to the Client.

### Article 2 Relevance Other Conditions

- 2.1 Besides the General Terms and Conditions, depending on the nature of the services in question, the following agreements and conditions apply:

- a. to cross-border road transportation: the CMR Convention, complemented by the AVC Terms and Conditions;
- b. to internal road transportation: the AVC Terms and Conditions;
- c. to logistic services(customs)/ forwarding services and agency and fiscal representation: the Dutch Forwarding Conditions;
- d. to rail transportation: COTIF/CIM Convention;
- e. to road transportation of dangerous goods: the ADR Agreement;
- f. to cleaning materials and equipment and heating materials and cargo: the ATCN Terms and Conditions;
- g. to all refrigeration, cold-storage and production activities: the General Storage Conditions Nekovri.

Upon request we will send you a free copy of the text of the above- mentioned conditions.

2.2 In case of conflict between the General Terms and Conditions and the conditions listed in Article 2.1, the content of the General Terms and Conditions will take precedence, unless the conditions referred to are a matter of imperative law.

### **Article 3 Lien**

WHS Logistics is entitled to retain all goods held in its possession on behalf of the Client until payment of all that WHS Logistics, regardless to which entity it may concern, has to claim from the Client, unless the Client has provided sufficient security from the WHS Logistics point of view. All costs associated with the exercise of the lien for WHS Logistics costs, including the storage costs, are at the Client's expense.

### **Article 4 Settlement**

WHS Logistics is entitled to settle any obligation to pay it has against the Client with any amount that WHS Logistics, regardless to which entity it may concern, has to claim from the Client.

### **Article 5 Pledge**

WHS Logistics is, unless the parties explicitly agree otherwise in writing, entitled to pledge claims from the Client onto third parties.

### **Article 6 Other Conditions**

6.1 WHS Logistics is entitled to transfer in whole or in part to a third party the privileges and/or obligations under the Agreement with the Client. The Client is entitled to do so only after he has required written consent of WHS Logistics.

6.2 If one or more provisions of the General Terms and Conditions are found to be ineffective, the remaining provisions will remain effective. Parties commit themselves to replacing the non-binding provisions with

such provisions which are binding and, considering the purpose and intent of the General Terms and Conditions, differ as little as possible from the non-binding provisions.

6.3 The headings ("titles") above the various provisions in the General Terms and Conditions have no independent significance. These headings have been added solely for reasons of convenience and shall not affect the interpretation of the provisions themselves in the General Terms and Conditions.

### **Article 7 Applicable Law**

7.1 The legal relationship between WHS Logistics and the Client is exclusively subject to Dutch law.

7.2 The place of business of WHS Logistics will be the place of settlement and adjustment of damage.

7.3 The Dutch text of the General Terms and Conditions is binding.

### **Article 8 Dispute resolution/arbitration**

8.1 Any disputes arising from or related to the Agreement to which the General Terms and Conditions apply will be submitted exclusively for arbitration in Rotterdam in accordance with the TAMARA arbitration regulations, with the exception of claims up to € 25.000,-- and undisputed claims, which will be submitted to the competent court in Rotterdam.

8.2 No appeal can be made to the exceptions referred to in Paragraph 1 if the Client has its registered office or principal place of business in a country outside the EU.

8.3 The arbitrators will, where applicable, apply the provisions of international transport treaties, including the CMR Convention. The Client guarantees WHS Logistics that the unloader, the addressee and the other parties with an interest in the cargo will in case of damage to the Goods and/or delay in the delivery thereof be bound to the provisions of this article.

These terms have been filed with the Chamber of Commerce with registration number 65484002.