



Floyd & Fletcher Logistics B.V. General Terms and Conditions

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Terms

Floyd & Fletcher Logistics B.V. will be referred to as FFL for the purposes of this document.

Services: all activities and work, in any form and by whatever name, including those performed by the Freight Forwarder for or on behalf of the Client.

Freight Forwarder: the natural or legal person who performs Services on behalf of the Client and who uses these Conditions; this person is not exclusively understood to be the Freight Forwarder referred to in Book 8 of the Dutch Civil Code.

Agreement: the agreement entered into by the Freight Forwarder and Client in respect of the Services to be performed by the Freight Forwarder, of which these Conditions form part.

Client: every natural or legal person who provides the Freight Forwarder with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment.

Third Party/Parties: all of those persons, who are not employees, with whom the Freight Forwarder has an undertaking on behalf of the Client, irrespective of whether the Freight Forwarder has the undertaking in its own name or in the name of the Client.

Good/Goods: the goods to be made available or made available to the Freight Forwarder, its agent or Third Parties by or on behalf of the Client, for the purpose of executing the Agreement. Goods entail Packaging. Packaging is single packages or units of packaging formed by the Client for the purpose of being carried according to the forwarding instructions, i.e. boxes, pallets, enclosed loading units.

FFL Role

FFL shall act as Freight Forwarder for and on behalf of the Client to provide Services under the instruction of an order with the expense and risk for the Client. As part of the Services FFL shall conclude a contract of carriage with multiply suppliers with the purpose of carrying out instructions of the Client.

General Conditions

In addition to these FFL Terms and Conditions the Dutch Forwarding Conditions (“Fenex Conditions”) will apply to all activities of FFL. In respect to the carriage of a shipment the conditions of carriage stipulated by the carrier/supplier, whether it be a Third Party supplier or by FFL, shall also be applicable. FFL may opt for the issuance of a house bill of lading. The FFL conditions, conditions of the house bill of lading and the Fenex conditions will be made available upon first request, include limited liability and are also available from our website.

When agreeing to FFL Services, you as Client, are agreeing on your behalf and on behalf of the receiver of the shipment and anyone else with an interest in the shipment that these Terms and Conditions shall apply.

Shipment means all Cargo that travel under a bill of lading, CMR or a warehousing contract and which may be carried by any means provided by FFL whether by Sea, Air or land (incl. inland waterways) or

thereby the Services associated with such shipment. Each shipment is transported on a limited liability basis as provided for by the applicable regime/treaty/convention. If Client requires greater protection, then upon written request insurance may be arranged at the expense of the Client.

Due Care

FFL will act in the interest of their Client and fulfil all duties with due care to the best of its abilities.

Scope

These general Terms and Conditions are applicable to all Services including offers, contracts and tenders in the respect of transportation of goods, warehousing, customs, storage and include but are not limited to all services which are in connection with freight forwarding services.

The Client agrees that FFL is authorized to agree to all normal standard terms and conditions of Third Parties. For contracts of carriage by sea, air, inland routes or multi modal transport, the contractual arrangements will be made in accordance with the general terms and conditions of the carrier/supplier.

If the services of another Freight Forwarder is needed for the consignment, it is deemed that the general Terms and Conditions of FFL will prevail if an interpretation is required.

In case of confusion as to the applicable terms and conditions of the carrier/supplier the last shall prevail over those of FFL.

Quotation

Quotations are based on the information as provided by the Client at the time of the quotation.

Rates quoted exclude VAT, (custom and local) duties and advance fee (3% over the duties, VAT and freight).

VAT is applicable as per the EU (and local) fiscal law and are not mentioned in our quotations.

Rates offered are based upon the current (sur)charges & possibilities. In case significant changes do occur, for example in exchange rates and/or fuel prices or situations which have direct consequences on rates or allocations, we reserve the right to adjust our rates accordingly.

Liability

FFL is not liable for lost profit, production, consequential loss and immaterial damage, however that occurred and loss or damage as a consequence of delays whether or not caused by changed schedules, customs or authority intervention. FFL does not accept any liability for Force Majeure: all circumstances that the Freight Forwarder has reasonably been unable to avoid and in respect of which the Freight Forwarder has reasonably been unable to prevent the consequences.

FFL's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, the liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.

In the unlikely case that FFL's role shall be deemed to be an other than Freight Forwarder and/or agent for an on behalf of the Client liability in the event of damage, loss of value or loss of the Goods in the Agreement shall not exceed 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.

Shipment Information

The Client must inform FFL at the time of booking specifically if the cargo is:

1. Dangerous Goods
In case of dangerous Goods there are certain requirements depending on the hazardous nature of the class of Goods. All information must be in writing and will be subject to applicable regulations for dangerous goods. The Client will need to timely provide correct specifications as requested.
2. Refrigerated/Cooled
Required temperatures and plug in arrangements must be timely provided for in writing. FFL has no liability for any faulty equipment or wrong information supplied and if intervention is required then the Client will be informed and all costs will be for the account of the Client.
3. Live animals/Plants/Bio
All information must be timely provided in writing before shipment can be accepted. This includes the relevant certificates and the like.
4. Perishables
All information must be timely provided in writing before shipment can be accepted.
5. High value goods – inherent theft risk
The value and type of Goods must be stated timely in writing in advance (money, bonds, spirits, tobacco, antiques, etc.) so that FFL can assess what measures are required to be able to accept or not, these types of shipments. The Client to provide for adequate insurance cover.
6. Dual Use
Any items that have dual use and one of the use's is considered an embargo or sanctioned item to destination i.e. night vision glasses, must have the appropriate documentation approved by the relevant authorities as necessary for cargo to be accepted.

The original booking instruction remains valid unless the Client instructs otherwise. With any modifications to a booking it must be made clear in writing to FFL that it concerns a modification to the original instructions.

All relevant information must be supplied – addresses, marks, quantity, type of Good, numbers, contents of packages and any information that would be relevant for proper shipment of the goods.

If the Client does not comply with above and other conditions of this agreement then the shipment can be refused and if already in possession of goods, can be returned at the expense of the Client including all costs that may be not in the original quote i.e. storage, transport and extra fees.

FFL will not check the authenticity of signatures of messages or the authority levels unless reasonable doubt is raised. Messages to FFL will be deemed to be correct and valid.

Deadlines

Authorities and Third Party suppliers have deadlines in order to effect the shipment in compliance with operational reasons, law and regulations. If the Client does not timely provide the correct information as instructed within the deadlines sent by FFL then any costs incurred i.e. storage, demurrage, repositioning, will be for the account the Client.

Deadlines requested by the Client will be taken into consideration by FFL and if practical and possible met. FFL is not liable for delays.

Packing and Stowage

Unless specifically requested FFL is not liable for:

- Packaging of Goods
- Providing loading/packaging aids i.e. pallets
- Weighing, checking or measures

As part of our warehousing service we can provide above but only under specific written instructions.

Packaging and Marking

Packages have to be clearly marked and labelled legible with durability and any old marks, labels must be removed.

Goods Prohibited

FFL does not offer any services in the carriage or storage of prohibited goods, which include but are not limited to: explosives, narcotics, jewelry, securities and weapons. This list may change and include other sanctioned items as by EU, UN and local authorities that may arise from time to time.

Areas Prohibited

FFL does not transport to sanctioned countries unless the country or destination is on the UN Aid and Relief approved List for Humanitarian Role. FFL is not liable for the good and safe arrival of Goods shipped to such areas if changes in restrictions, sanctions or embargos come into force after the moment of shipment.

Unacceptable shipments

A shipment is deemed unacceptable if any of the following conditions prevail:

1. Any shipment not timely accompanied by the required documentation i.e. customs declaration, hazard certificates, etc.
2. The contents of the shipment are counterfeit, not as per description given on instructions, prohibited, dangerous, illegal, or restricted as sanctions or embargos that are in place at time of shipment.
3. Contains any items that FFL deem as not being safe or legal to transport.
4. To an address that is incorrect, insufficient labelling as per local requirements, defective or incorrectly packed container or rack that is not safe to transport or handle.
5. Pertaining to air travel, any item that is restricted or prohibited under, IATA and ICAO or supplier's rules.

Inspections

FFL reserves the right to refer the Goods to any authorities for inspection without notice for safety or to meet other regulatory requirements.

Customs Clearance

FFL will only act as the Client's Forwarding Agent for customs and export control purposes by written order and at the expense of the Client. The customs formalities will be performed by one of FFL's approved Third Parties for and on behalf of the Client. In order to provide this service complete documents must be timely provided as requested and all costs including amendments will be for the account of the Client. Any duties, penalties or other costs as required by law and regulations will be payable by the Client.

If the circumstance should arise whereby FFL should use its credit or make any advance then it will be entitled to charge a fee for this service.

For a correct customs handling and clearance, a signed declaration 'Direct Representation' is necessary.

Warehousing

The choice of warehousing (own or Third Party) is with FFL.

The Client is permitted to inspect the warehouse and any objections or points must be made immediately to FFL in writing. If no inspection is made then all objections to FFL's choice are waived as long as the type and storage of the warehouse meets professional standards.

Access is only granted to the warehouse during normal working hours and after notification.

If FFL do not handle the Goods then FFL cannot be held liable for any shortage or damage which is later discovered.

Costs of the Client

Freight, transport, surcharges, levies, taxes and all associated costs are for the expense of the Client. The Client is obliged to provide all information and assistance for delivery and customs clearance of the consignment.

Invoicing will be in Euros or USD and other currencies as agreed. Rates of exchange will be determined by FFL at market rates using www.oanda.com.

Payment terms are as per invoice and clause 15 of the Fenex conditions. Payment for all Services is to be effected prior to shipment unless otherwise agreed. In case of warehousing payment is to be effected every 14 days of storage. No cash payments or checks accepted only wire transfer. Banking/payment fees to be for Client's account. Payments to be made without deduction. No set-off of claims or other payments against FLL invoices is allowed.

In the event of non-payment FFL may put a lien on all Goods in their possession in connection with any claim or unsettled amounts past or present. After such time and in line with the general legal lien, goods may be sold to offset the amounts in arrears. All costs associated with liens are for Client's account.

Deliveries and Non delivery

Shipments cannot be delivered to a P O Box. Any restrictions to a delivery address must be notified in writing at time of booking. Any costs associated due to non-delivery due to restrictions will be for the account of the Client. In the event of non-delivery FFL will contact the Client and will endeavor to find the best and most cost effective solution. An administration cost will be charged depending on the resolution of the situation.

Indemnity

The Client shall indemnify FFL against any loss and damage that may occur due to the failure to comply with the following:

1. Information provided by the Client is timely, complete and accurate.
2. The shipment is acceptable as under sections of these Conditions: Goods Prohibited, Areas Prohibited and Unacceptable Shipments.
3. That all due care was taken in loading the consignment in that only authorized personnel had access to the cargo.
4. The Client has complied with all laws, regulations, customs, data protection law, embargos, sanctions from loading, transit and destination locations.
5. The Client is in compliance with the applicable general data and protection rules in regards to providing data to FFL.

Insurance

FFL can arrange insurance for any shipment. The request must be made in time and in writing and will be conducted with a Third Party. Upon receiving the offer confirmation must be received via email or signature depending on the insurance companies requirements. Depending on costs this maybe be payable prior to shipment being sent. All cost will be for the Client's account.

Cancellation Policy

If the order is cancelled after FFL has received confirmation, any costs that have occurred due to the cancellation will be 100% for the Client. FFL will charge 100% for the actual costs incurred (as per quote) whereby Third Party have been passed on costs to FFL and no refund was possible i.e. transport has arrived for pick up or shipping company has already been paid. Any cancellation fees from Third Parties will be for the account of the Client. FFL will charge 100 euros cancellation fee per shipment.

Claims

All claims must be made in writing within 30 day from arrival of goods at destination.

Governing Law and Jurisdiction

The governing law shall be that of the Netherlands.

Deviating from clause 23 of the Fenex Conditions all disputes which may arise between FFL and its client shall be decided by the courts of Rotterdam to the exclusion of any other courts of law.

Severability

The invalidity or enforcement of any provision shall not affect any other part of these Terms and Conditions.