



Appendix 1: General Conditions Freight Line Europe

General Conditions of:

Freight Line Europe B.V.
Jogchem van der Houtweg 16
2678 HA De Lier
Holland
Chamber of Commerce No. for Den Haag: 27294830

Article 1: Applicability/definitions

1. All offers, agreements as well as transports of Freight Line Europe B.V. (hereinafter to be referred to as: "Freight Line Europe") arising from this are subject to the "Convention on the Contract for the International Carriage of Goods by Road", hereinafter to be referred to as: "CMR Convention". Additionally, the specific provisions as incorporated in the general conditions of Freight Line Europe are applicable.
2. In the event of conflict between a provision under the CMR Convention and a provision under these general conditions, the provision under these general conditions will prevail.
3. In the event Freight Line Europe deviates from the provisions of the CMR Convention or these general conditions in an offer or agreement, the provisions under the offer or agreement will prevail.
4. The client of Freight Line Europe will be further indicated as "the customer".
5. "In writing" for the purposes of these general conditions shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.

Article 2: Establishing agreement

1. Freight Line Europe will periodically notify all its customers by means of an offer with appendices containing the rates at which and the conditions under which it can take care of transports. If the customer accepts this offer (whether or not tacitly), Freight Line Europe will carry out all transports for the customers during the period stated in the offer under the conditions of the offer concerned. All this, unless parties have explicitly agreed otherwise in writing.
2. When the acceptance of the customer differs on essential points from the offer, the agreement will only be effected if Freight Line Europe has explicitly agreed with those deviations in writing or as soon as Freight Line Europe has started the performance of these arrangements.
3. If a customer gives an instruction to Freight Line Europe without a prior offer or in the event of oral agreements, Freight Line Europe will only be bound to this instruction or these oral agreements after it has confirmed these in writing to the customer or as soon as Freight Line Europe – without rejection of the sender – has started with the performance of these agreements.



Article 3: Rate changes

If (cost) price increasing circumstances occur between the date of the offer and the performance of a transport for Freight Line Europe as a result of legislation or regulations, currency changes, changes of diesel prices and suchlike, Freight Line Europe will be entitled to increase the agreed rate and/or the surcharge(s) applicable accordingly and charge these to the customer.

Article 4: Payment

1. Freight Line Europe shall all times be entitled to demand (partial) advance payment or any other security for payment from the customer.
2. Payment should be made within 28 days after the date of the invoice unless the parties expressly agree otherwise in writing. The invoice shall be considered correct if the customer has not contested it within this payment deadline.
3. If an invoice has not been paid in full following expiry of the deadline stated in paragraph 2, the customer shall be liable to Freight Line Europe for late payment interest of two per cent per month calculated cumulatively over the principal sum. Parts of a month shall be counted as full months.
4. Freight Line Europe shall also be entitled to charge the customer for out-of-court collection costs if payment is still outstanding following dunning by Freight Line Europe.
5. The out-of-court collection costs stated in paragraph 4 in case of demands with a principal sum of up to € 25,000 shall amount to:
 - a. fifteen percent of the amount of the principal sum for the first € 2,500 of the demand (with a minimum of € 40);
 - b. ten percent of the amount of the principal sum over the next € 2,500 of the demand;
 - c. five percent of the amount of the principal sum over the next € 5,000 of the demand;
 - d. one percent of the amount of the principal sum over the next € 15,000 of the demand;
6. If the principal sum exceeds € 25,000, Freight Line Europe shall be entitled to charge the customer out-of-court collection costs over the first € 25,000 in accordance with paragraph 5 of this article and out-of-court collection costs of 10 per cent on the remainder.
7. For calculating the out-of-court collection costs, Freight Line Europe shall after one year be entitled to increase the principal sum of the demand by the cumulatively built up late payment interest in that year according to paragraph 3 of that article.
8. If the customer fails to make full payment, Freight Line Europe will be entitled to terminate the agreement, without further notice of default or judicial intervention, by means of a written statement, or to suspend its obligations under the agreement, until the payment has been made at a later date or if the customer provides proper security. Freight Line Europe is also entitled to the aforesaid right to suspension if it already has well-founded reasons to doubt the creditworthiness of the sender before the customer fails to make payment.
9. Freight Line Europe shall first apply the payments made by the customer to settle all the outstanding interest and costs and then against the longest outstanding payable invoices unless the customer expressly states at the time of payment that the payment relates to a later invoice.
10. The customer shall not be entitled to offset claims from Freight Line Europe against any counterclaims that it may have against Freight Line Europe. This shall also apply if the customer applies for (temporary) suspension of payment or is declared bankrupt.



Article 5: Cancellation

If an instruction is cancelled by the customer on or after the moment of departure as stated in the schedule with departure times provided to the customer by Freight Line Europe, Freight Line Europe will reserve the right to charge 75% of the agreed cargo rate to the customer.

Article 6: Applicable law/jurisdiction

1. The agreement entered into between Freight Line Europe and the customer shall be governed exclusively by Dutch law.
 2. Any disputes shall be adjudicated by the competent court in the district where Freight Line Europe has its registered office although Freight Line Europe shall always be entitled to bring the dispute before the competent court in the district where the customer has its registered office.
 3. If the customer has its registered office outside the Netherlands, Freight Line Europe shall be entitled to act according to that stated in paragraph 2 of this article or at its discretion, to submit the dispute for adjudication by the competent court in the country or the State where the customer has its registered office.
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