

GENERAL CONDITIONS OF BROEKMAN LOGISTICS PERNIS

Article 1 Applicable Conditions

1. These General Conditions apply to all legal relationships, even after their termination, between BROEKMAN LOGISTICS PERNIS and its principals, regardless of whether BROEKMAN LOGISTICS PERNIS is obliged to perform the relevant work or whether that work is performed for pay.
2. In addition to these General Conditions, work undertaken by BROEKMAN LOGISTICS PERNIS is governed, depending on the nature of the work, by the conditions set forth per category below:
 - A. for TANK STORAGE AND TRANSFER, CUSTODY, HANDLING, PROCESSING, DELIVERY FOR SHIPMENT AND OTHER DELIVERY: [General Terms and Conditions for Tank Storage in the Netherlands](#), filed by the VOTOB with the Registrar's Office of the Courts of Amsterdam, Dordrecht and Rotterdam. HANDLING and PROCESSING include PALLETISING, BLENDING, RECONDITIONING, DRUMMING, LABELLING, PICK&PACK WORK, CLEANING, DISINFECTING AND CLEARING;
 - B. for OTHER STORAGE AND TRANSFER, DELIVERY FOR SHIPMENT, CUSTODY, TREATMENT, PROCESSING, AND DELIVERY: [Dutch Warehousing Conditions](#), filed by the FENEX with the Registrar's Office of the Courts of Rotterdam. TREATMENT and PROCESSING include PALLETISING, BLENDING, RECONDITIONING, DRUMMING, LABELLING, PICK&PACK WORK, CLEANING, DISINFECTING AND CLEARING;
 - C. for LOADING, UNLOADING AND STOWAGE: [The General Conditions of the Association of Rotterdam Stevedores](#) (Rotterdam Stevedoring Conditions), filed with the Registrar's Office of the Court of Rotterdam;
 - D. with respect to every vessel that moors, lays and unmoors to or from quays, piers, pontoons, premises and/or equipment of BROEKMAN LOGISTICS PERNIS as well as any vessel that is or has been connected to a ship already connected to the equipment; with regard to access to the equipment of passengers on a ship or of other persons originating from and/or going to a vessel; for work performed by BROEKMAN LOGISTICS PERNIS on board a vessel: [The Jetty Conditions of the Association of Independent Tank Storage Companies \(VOTOB\)](#), filed with the Registrar's Office of the Courts of Amsterdam, Dordrecht and Rotterdam;
 - E. for WORK OF SHIPPING AGENTS AND SHIP BROKERS, INCLUDING HANDLING AND PREPARING SHIPPING DOCUMENTS: [The General Conditions and Rules for Dutch Shipbrokers and Agents](#), filed with the Registrar's Office of the Court of Rotterdam;
 - F. for FREIGHT FORWARDING AND TAX REPRESENTATION: [Dutch Forwarding Conditions](#), filed by the FENEX with the Registrar's office of the courts of Amsterdam, Arnhem, Breda and Rotterdam;
 - G. for SHIPMENT OVER INLAND WATERWAYS: [General Conditions for the carriage of goods by inland waterways](#) ('Bevrachtingsvoorwaarden 2016'), filed with the Registrar's Office of the court of Rotterdam
 - H. for CARRIAGE BY ROAD WITHIN THE NETHERLANDS: [General Transport Conditions](#) ('AVC 2002'), filed with the Registrar's Office of the Courts of Amsterdam and Rotterdam;
 - I. for INTERNATIONAL CARRIAGE BY ROAD: [Convention on the contract for the international carriage of goods by road](#) ('CMR 2008'), filed with the Registrar's Office of the Courts of Amsterdam and Rotterdam.

The conditions referred to in (A) to (I) above are available for inspection at BROEKMAN LOGISTICS PERNIS and will be sent to the principal free of charge at its first request.

3. Regardless of the nature of the order given by the principal or whether a certain kind of work performed by BROEKMAN LOGISTICS PERNIS is subordinate to another kind of work, the work performed will be governed by the conditions set forth above in Articles 1(2)(A) - (I) of these General Conditions for that category of work.
4. If BROEKMAN LOGISTICS PERNIS performs work in respect of which the conditions referred to in Article 1(2)(A) - (I) do not specify the applicable conditions, BROEKMAN LOGISTICS PERNIS will decide which conditions are applicable. This discretion will also apply if the work performed by BROEKMAN LOGISTICS PERNIS is subordinate to work in respect of which Article 1(2)(A) - (I) specifies the applicable conditions. In addition, this discretion will apply regardless of the nature of the order given by the principal.
5. In the event of any conflict between these General Conditions and those referred to in Article 1(2)(A) to (I) above, these General Conditions will prevail.
6. Unless otherwise agreed, the most recent text of the conditions referred to in Article 1(2)(A) - (I) above will apply.

Article 2 Liability of BROEKMAN LOGISTICS PERNIS

1. BROEKMAN LOGISTICS PERNIS' liability will be governed, depending on the nature of the work performed, by the conditions that are applicable pursuant to Article 1(2)(A) - (I) above.
2. Moreover, BROEKMAN LOGISTICS PERNIS is never, including with respect to work that is not governed by the conditions referred to in Article 1(2)(A) - (I):
 - liable for any damage, unless the principal proves that the damage was caused intentionally or through wilful misconduct of BROEKMAN LOGISTICS PERNIS executive staff;
 - liable for damage due to delays, consequential damage and/or non-property damage.
 - if BROEKMAN LOGISTICS PERNIS is liable, that liability will be limited, depending on the nature of the work, to the amount stated in the conditions referred to in Article 1(2)(A) - (I), and in all other cases, will be limited to a maximum of SDR 100,000 per event or series of events with the same cause of damage or per shipment, respectively, on the understanding that in the event of damage, a reduction in value or loss of the goods involved in the instruction, its liability will be limited to a maximum of SDR 2 per kilogram of damaged or lost gross weight, with due observance of the maximum amount of SDR 100,000.
3. In addition, in all other cases including those involving transactions or work not governed by the conditions referred to in Article 1(2)(A) - (I), regardless of their origin the following facts will at any rate constitute force majeure for BROEKMAN LOGISTICS PERNIS:
 - acts undertaken by BROEKMAN LOGISTICS PERNIS with the principal's permission;
 - fire, smoke, explosion, water, theft, strikes, government measures (including any attachment levied by the government);
 - all other circumstances that BROEKMAN LOGISTICS PERNIS could not reasonably avoid or prevent.

Article 3 Use of auxiliary persons

BROEKMAN LOGISTICS PERNIS is entitled at all times to use auxiliary persons to perform the work.

Article 4 Deviations

Deviations from the present General Conditions can be agreed only in writing on a case by case basis.

Article 5 Decisive text

1. In the event of any difference between the Dutch version of these General Conditions and a version in any other language, the Dutch-language version will be decisive.
2. If any of the provisions of these General Conditions is invalid or is nullified, the validity of the remaining provisions will not be affected. Instead of the invalid provision and/or the provision nullified, a provision will be deemed to have been agreed that is legally possible and that most closely approximates the spirit of the provision declared invalid and/or nullified.

Article 6 Applicable Law and jurisdiction

1. All agreements and legal relationships governed by these General Conditions will be governed by Dutch law.
2. Any disputes between BROEKMAN LOGISTICS PERNIS and the principal will be decided by the competent court of Rotterdam to the exclusion of any other court.

Article 7 Expiration of claims

Any claim of BROEKMAN LOGISTICS PERNIS will lapse in any event if not pursued in court within 12 months. That term starts to run on the day following the day on which the principal became aware of the damage. However, in the event of damage, a reduction in the value or loss of the goods, that term will start to run on the day following that of delivery, or if the goods were not delivered, the day following that on which the goods should have been delivered.