

General Terms and Conditions VIM B.V.

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General Terms and Conditions VIM B.V. The company has its registered office in Hoevelaken, The Netherlands, and is listed in the Chamber of Commerce under number 56279027.

Article 1 - General

1. These general terms and conditions shall govern any agreement which VIM B.V. (hereinafter: "VIM") enters into with any party concerning the transport of goods and the provision of logistical services in the broadest sense of the term, including consultancy.
2. Any provision which derogates from those stipulated in these general terms and conditions shall only be valid provided that and in so far as it is agreed to in consultation with VIM and the latter consents to it as such in writing.
3. VIM explicitly rejects the application of its counterparty's general terms and conditions.
4. VIM shall be entitled to amend these general terms and conditions unilaterally. Any amendment shall also apply in relation to those agreements that have already been concluded, unless unreasonable consequences would occur for VIM's counterparty by virtue of the nature of such amendment. Notice shall be given of any amendment by email. An amendment shall come into effect thirty (30) days after it is announced or on any subsequent date referred to in the relevant notice, unless the counterparty rejects it within that period of time citing reasons for doing so.

Article 2 - Conclusion of an agreement

An agreement shall come into effect by virtue of it being signed by VIM and the relevant client.

Article 3 - VIM's rights and obligations

1. VIM shall endeavour to provide a client with the best possible transport and/or logistical services (or to arrange for this to be done). VIM shall always provide its clients with services at highly competitive rates based on the extent of its clientele. In doing so VIM shall be entitled to engage selected subcontractors (including transporters and warehouses). When selecting subcontractors, VIM undertakes to exercise due care and to select parties capable of offering keen prices based on expertise, professionalism and experience.
2. VIM shall require its subcontractors to exercise due care to ensure that they take receipt of the items at the place and time, and in the manner agreed to and deliver them in the condition and at the place agreed to.
3. VIM shall require its subcontractors to use appropriate equipment and professional staff for this purpose.
4. VIM shall require its subcontractors to take out appropriate insurance covering legal and professional or business liability.

5. VIM shall not accept any liability for any failure on the part of its subcontractors to provide the relevant services and under no circumstances shall VIM's liability extend beyond the cover provided by the relevant subcontractor's insurance. The client concerned shall bear the onus of proof in relation to any damage to property.
6. In the event that a client repeatedly fails to comply with its obligations, VIM or the relevant subcontractor may cancel the agreement concerned and may retain possession of any goods belonging to the client in question by way of security (a pledge) for any claim that either may have against that client.
7. VIM (or its subcontractors) shall be entitled to refuse to take receipt of any goods.
8. VIM shall be entitled to require that goods be paid for cash on delivery.
9. VIM (or its subcontractors) shall retain a lien – in relation to any other party – on any goods or documents which it has in its possession for the purposes of the relevant agreement.

Article 4 - Client's obligations

1. When information or an assignment is submitted, the relevant client shall have a duty to ensure that it is presented in full, appropriately and on time, which is to say in the format and at the time agreed to.
2. A client shall have a duty to appoint a contact person and to notify VIM or the relevant subcontractor accordingly.
3. A client shall have a duty to deploy skilled personnel for the purposes of handling goods.
4. A client shall treat any facts and information concerning the relevant agreement and VIM's business and that of its subcontractors in the strictest confidence.
5. A client shall have a duty to pay the agreed fee and any costs which VIM or a subcontractor needs to incur for the purposes of the work involved by the deadline stipulated for such payment.

Article 5 - Fees and payment

1. Any amount payable by a client shall be paid by the agreed deadline or in the absence of one within fourteen (14) days after the relevant invoice date. In the event that a client pays after the relevant deadline, that client shall have a duty to pay any legally stipulated interest as of the date on which payment should have occurred until that on which it occurs.

2. In the event that no payment is made by the agreed deadline, the relevant client shall also be liable for extrajudicial debt collection costs equivalent to 15 per cent (15%) of the relevant invoice amount subject to a minimum of EUR 500.00.
3. In the event that an invoice is not paid by the deadline for its payment, VIM may suspend the provision of services to the client concerned. VIM shall not be liable for any loss that is suffered as a result of such suspension of service.

Article 6 - Term and termination of an agreement

1. VIM reserves the right to cancel an agreement subject to a term of notice of one (1) month.
2. In the event that a client fails to comply with these general terms and conditions, VIM shall be entitled to cancel the relevant agreement with immediate effect in derogation from the provisions of Clause (1) of this article.

Article 7 - Terms and conditions governing the industry

VIM complies and operates in accordance with the applicable terms and conditions governing the industry. This refers to the AVC [General Transport Terms and Conditions] in the case of transport within the Netherlands. The provisions of the internationally applicable Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply in the case of cross-border transport, while warehousing, picking and packing shall be governed by the Physical Distribution Conditions.

Article 8 - Final provisions

1. An agreement shall be governed by and construed in accordance with the law of the Netherlands.
2. Any dispute arising between the parties pursuant to an agreement or these general terms and conditions shall be brought before a competent court of law in Utrecht, the Netherlands.
3. In the event that one (1) or more of the provisions of these general terms and conditions is or are declared invalid by means of a judicial ruling, they shall not affect the validity of the remaining provisions.