

PTC CONDITIONS OF CARRIAGE 2006

1. General

- 1.1. The Carrier is Particuliere Transport Coöperatie BA of Rotterdam.
- 1.2. The Consignor is the client and PTC's counter party under the contract.
- 1.3. The Shipment is the items transported and/or to be transported.
- 1.4. The Consignee is the party entitled to take delivery of the Shipment from the Carrier after transport. This may be the Consignor.
- 1.5. These conditions shall at all times apply to all offers and contracts for transport between the Carrier and the Consignor, unless expressly agreed otherwise in writing.
- 1.6. By taking and/or demanding delivery of the Shipment and/or claiming damages the Consignee agrees to accept these conditions.
- 1.7. The Consignor is obliged to inform the Consignee without delay of the contents and the applicability of these conditions.
- 1.8. The applicability of any other conditions is hereby expressly rejected.

2. Transport

- 2.1. Carrier is authorized to have the transport carried out by third parties, either in whole or in part.
- 2.2. Carrier is authorized to transport the Shipment to its destination over a route different from the one that has been agreed upon or that is the customary one.
- 2.3. Carrier is authorized at the risk and expense of the Consignor to tranship and/or lighten and/or discharge and/or store the Shipment wherever and whenever circumstances should so require, all this at Carrier's discretion.
- 2.4. Carrier may demand additional transport charges and or compensation for additional costs incurred as a result of transport being delayed due to circumstances beyond the control of the Carrier, for example due to high water, low water or drifting ice.
- 2.5. Carrier is authorized to terminate the transport and to make the Shipment available to the Consignor or the Consignee (on board the vessel or otherwise), without the Carrier being under any obligation to pay damages, if transport has become temporarily or permanently impossible, by whatever cause.
- 2.6. Whenever the Carrier makes any representations to any third parties, including the authorities and Customs Officials, in respect of the Shipment or its transport, it will do so as the Consignor's agent only and all consequences of such representations shall be at the Consignor's expense and risk.
- 2.7. The Consignor shall provide the Carrier with an address and telephone number at which the Consignee may be contacted 24 hours a day.

3. Shipment

- 3.1. The Consignor warrants that the nature, condition and composition of the Shipment are such as to prevent the contents from having any harmful impact on any other goods and persons whatsoever. The Consignor shall be liable for all damage caused by or in connection with the Shipment, regardless as to whether or not the Consignor is to blame in that respect.
- 3.2. The Consignor is obliged to timely disclose to the Carrier in writing all relevant information regarding the Shipment prior to loading. This obligation also includes the provision of information regarding the nature, condition, composition and the proper handling of the Shipment, as well as any dangers that may be posed by the Shipment, and all further information that may be relevant to the safety of the transport. When containers are carried, this obligation shall also apply to their contents
- 3.3. The Consignor warrants that containers offered for transport are NEN-ISO approved and comply with all NEN-ISO standard dimensions.

4. Place of loading and unloading

- 4.1. The Consignor is obliged as soon as practicable, but not later than twelve hours before the estimated time of arrival, to designate a safe place of loading and unloading in the port in question, where the vessel may safely be moored, anchored, loaded, unloaded accessed and exited.
- 4.2. If the Carrier considers the designated place of loading and/or unloading unsafe, Carrier will be authorized, without prejudice to any of its rights, to provide the Consignor with the opportunity without delay to designate a new place of loading and/or unloading.
- 4.3. The Carrier's obligation to carry the Shipment does not extend beyond the boundaries of the municipality within which the designated place of unloading is situated. If the vessel cannot reach the designated place of unloading, all related costs incurred as a result of unloading, transhipping and rerouting shall be payable by the Consignor.

5. Loading and unloading

- 5.1. The Consignor warrants immediate loading. The Consignor and the Consignee jointly and severally warrant immediate unloading. Carrier shall not be under any obligation with regards to loading and unloading.
- 5.2. Notice of completion of loading and/or unloading may be given at any moment and requires no particular form of words.
- 5.3. The Shipment offered for transport must have been cleared for transport at the loading site prior to the vessel's arrival and must have been provided with all the required documents, failing which the Carrier shall be authorized to refuse transport of the Shipment.
- 5.4. In the event of a dispute concerning the quantity of the Shipment that has been loaded and / or unloaded, the quantity shall be determined by an expert jointly to be appointed by the parties, the costs hereof to be payable by the party found to be wrong.

- 5.5. The Consignor is obliged prior to the agreed transport to check the vessel for cleanliness and fitness for transport, failing which the vessel shall be deemed to meet the requirements for transport.
 - 5.6. If the Consignor takes the view that the vessel is not fit for the purpose of carrying out the transport that had been agreed, it shall notify the Carrier thereof in writing within four hours from the time of arrival of the vessel at the loading site, but always prior to loading, failing which the vessel shall be deemed to meet the requirements for transport.
 - 5.7. If the vessel is rejected in writing by the Consignor, a binding decision on the vessel's fitness for transport shall be given by independent experts. For that purpose both parties shall appoint one expert. If no agreement is reached, these experts shall jointly appoint a third expert. The costs hereof shall be paid by the party found to be wrong.
 - 5.8. If the vessel proves unfit for the transport agreed upon, the Consignor shall be authorized to terminate the agreement without being entitled to damages in respect of the Carrier. If the vessel proves fit for the transport agreed upon, the Carrier shall be entitled to claim demurrage and damages.
 - 5.9. Consignor and Consignee jointly and severally warrant that, once unloading has been completed, the vessel will be clean and that no traces of the Shipment are left inside the vessel. Consignor and Consignee are jointly and severally liable for the costs incurred as a result of cleaning the vessel and removing all traces of the Shipment.
 - 5.10. Consignor and Consignee jointly and severally warrant that unloading will be completed within the term agreed for unloading (if no such term has been agreed, the term for unloading as provided by the law shall apply), failing which the Consignor and the Consignee shall without delay be in breach of contract without any further formalities being required and be jointly and severally liable for payment of all damage and costs arising from this event, in addition to payment of demurrage.
 - 5.11. If upon unloading the Shipment is taken delivery of without any written reservations, the Shipment shall be considered to have been delivered in good condition. At the risk of forfeiting all rights vis-à-vis the Carrier any claim must be submitted with the Carrier within 10 days from the date of unloading at the latest.
 - 5.12. The Consignor shall be liable for all damage caused to the vessel and/or other items of property during or in connection with the loading, regardless as to whether or not the Consignor is to blame in the matter. Consignor and Consignee shall be jointly and severally liable for all damage caused to the vessel and/or other items of property during or in connection with the loading, regardless as to whether or not the Consignor and the Consignee are to blame in the matter.
- ### 6. Documents
- 6.1. At the request of the Consignor a document of carriage may be drafted.
 - 6.2. Carrier may demand that the Consignor co-sign the original of a copy of the document of carriage that has been drafted.
 - 6.3. The Consignor warrants the correctness of the description of the Shipment as contained in the document of carriage.
- ### 7. Payment
- 7.1. The freight agreed for transport is exclusive of any additional charges, such as taxes, duties, levies and costs. These additional charges shall always be payable in addition to the freight upon.
 - 7.2. The Consignor is obliged to settle the agreed freight and other amounts due within the term specified and in the currency agreed upon, but in any case no later than prior to the arrival of the Shipment at the place of destination.
 - 7.3. If timely payment is not effected, the Consignor shall at once and without any further formalities be in breach of contract. At that same moment all other claims which the Carrier may have against the Consignor shall become due and payable at once, while the Consignor shall at once be in breach of contract in this respect too, without any further formalities being required.
 - 7.4. During the breach the Consignor shall owe default interest of 0.1% per day in addition to the extrajudicial costs, set by the parties at 10% of the total amount payable to the Carrier.
 - 7.5. The Carrier shall at all times and under all circumstances be authorized to invoke article 44 of Book 6 of the Dutch Civil Code.
 - 7.6. The Consignor hereby irrevocably waives any right to setoff.
 - 7.7. The Consignor is always obliged on demand to furnish security for all that is due to the Carrier, both now and in the future. The Consignor shall also be under such obligation when a credit term has been granted.
 - 7.8. Carrier is authorized to exercise a right of retention vis-à-vis any party on the Shipment and all other goods, documents and assets retained by it, to serve as security for all that is due to the Carrier by the Consignor and/or Consignee by whatever cause.
- ### 8. Suspension and dissolution
- 8.1. When the Consignor fails in the timely performance of one or any of its obligations, financial or otherwise, is declared bankrupt, applies for a moratorium on payments, loses the power to dispose of its capital, enters into a composition with its creditors, ceases to conduct its business and/or is dissolved, Carrier shall with immediate effect and without any further formalities being required be authorized to suspend its obligations and/or dissolve the agreement.
 - 8.2. In the cases specified above the Carrier shall be authorized without any further formalities or notice to unload and/or store and furthermore to sell the Shipment either in whole or in part, in order to recover from the proceeds all that is owed to the Carrier by the Consignor and/or the Consignee, by whatever cause.
 - 8.3. The Consignor hereby waives its right to suspension and dissolution, with the exception of the case mentioned in article 5.8 of these conditions.

9. Liability

- 9.1. All liability on the part of the Carrier shall always be excluded to the extent permitted under applicable law. In cases where a full exclusion of liability should be in breach of applicable mandatory law, Carrier's liability shall in accordance with applicable law be limited to the lowest amount possible.
- 9.2. Without prejudice to the above Carrier shall not be liable for any damage caused by or in connection with navigational errors and/or the fastening or detaching of a towing unit or pushing unit or a coupling system.
- 9.3. Without prejudice to the above the Carrier shall not be liable for any damage to or loss of the Shipment before being loaded into the vessel and after having been discharged from the vessel. When liquids are carried, these are presumed to have been loaded and unloaded the moment such fluids pass the ship's flange.
- 9.4. Without prejudice to the above the Carrier shall not be liable for any damage caused during and/or as a result of loading, stowage or unloading.
- 9.5. Without prejudice to the above the Carrier shall not be liable for any consequential damage, including loss due to delay.
- 9.6. Without prejudice to the above the Carrier shall not be liable for any customary variations in the volume of the Shipment actually discharged, which is presumed to be 0.5% where liquids are concerned.
- 9.7. Without prejudice to the above the Carrier shall not be liable for any damage to Customs seals and/or stamps.
- 9.8. Carrier's liability towards the Consignee and third parties shall not extend beyond Carrier's liability towards the Consignor. The Consignor is under an obligation to indemnify the Carrier and hold it harmless against any claims filed by the Consignee and/or third parties as a result of which the Carrier's liability might extend beyond its liability towards the Consignor.
- 9.9. In addition to the Carrier, its members, employees, subordinates, contractors, agents and auxiliary staff shall also be authorized subject to the same terms to rely on the provisions in these conditions of carriage, as if they themselves were the Carrier.
- 9.10. These conditions shall not prejudice any statutory or treaty right and/or any presumptive evidence in favour of Carrier.
- 9.11. These conditions shall not prejudice any statutory or treaty right and/or any presumptive evidence to the detriment of the Consignor and/or the Consignee.

10. General Average

- 10.1. In the event of general average the latest version of the Rhine Rules IVR apply. Calculation of the adjustment will be made at the place and by those designated for that purpose by the Carrier.
- 10.2. Carrier's right to claim a contribution towards general average shall not be limited if the hazard giving rise to the sacrifice and/or the costs incurred was the result of any actions by the Carrier, its employees, subordinates, auxiliary staff or the crew of the vessel or the unseaworthiness of the vessel.
- 10.3. The Consignor and the Consignee hereby waive all remedies available to them against the claim for contribution towards general average.
- 10.4. Carrier is authorized to sign the general average compromise on behalf of and at the expense and risk of the Consignor and the Consignee

11. Assignment/transfers

- 11.1. Carrier may assign all its rights in respect of the Consignor and/or the Consignee to third parties by simple notice to the Consignor and/or the Consignee.
- 11.2. The Consignor and/or the Consignee cannot assign their rights in respect of the Carrier to any third parties, except in the case of an order or bearer bill of lading.

12. Lapsing of claims

- 12.1. Any claims against the Carrier, by whatever cause, shall lapse if they are not asserted within a period of twelve months.
- 12.2. In the event of damage to and/or partial loss of the Shipment, this term takes effect on the day on which the Shipment has been discharged. In the event of the Shipment being lost entirely, this term shall take effect on the day on which the Shipment should have been discharged, i.e. one month after completion of loading at the latest. In all other cases this term shall take effect on the day on which the claim in question has arisen.

13. Conversion

- 13.1. If and to the extent that any of these conditions are in conflict with applicable mandatory law, they shall in all other respects remain in full force and effect.
- 13.2. If and to the extent that any provision in these conditions is in conflict with applicable mandatory law, such provision shall, where possible, be deemed to have been amended in such a way as to cease being in conflict with applicable mandatory law any longer.

14. Applicable law and jurisdiction

- 14.1. The legal relationship between the parties is governed by Dutch law.
- 14.2. All disputes involving the Carrier shall be submitted to the exclusive jurisdiction of the District Court of Rotterdam.
- 14.3. The District Court also has jurisdiction over any claims brought by the Carrier, but not to the exclusion of all other jurisdictions.