



**General Terms and Conditions (GTC) of HERIK RAIL B.V.,
Dammerweg 1, 1383 HT Weesp**

These General Terms on Transport Conditions (GTC) apply to all Rail transport carried out by Herik Rail, and apply to all transport agreements concluded or entered by Herik Rail B.V.

1. Definitions

The following terms have the meaning indicated in these GTC:

Waste: a substance mentioned on the list, annex to decision no. 2000/532/EC on waste of the Commission of the European communities of 3 May 2000 replacing decision 94/3/EC establishing a list of waste pursuant to article 1 (a)), of Directive 75/442/EEC of the Council of the European communities on waste and Council decision 94/904/EC of the Council of the European Union establishing a list of hazardous waste pursuant to article 1(4) of Directive 91/689/EEC of the Council of the European communities on hazardous waste (OJ L 226/3);

GTC: the General Transport conditions of Herik Rail.

Sender: the party that is listed on the Bill of lading as the sender;

Herik Rail: the carrier who assumes the transport command or the contract of carriage with the client concerned; **CIM:** the uniform rules concerning the contract for international carriage of goods, Appendix B to the Convention concerning international carriage by rail (COTIF) of 9 May 1980, as amended by Protocol of 3 June 1999 and in force since 1 July 2006;

Container: all matters at transportation in receipt be taken and which are used to transport business to load or pump. This also includes semitrailers, flatrackcontainers, ISO containers, or similar matters, as well as any equipment on or adjusted to the cargo;

Recipient: the party who, on the basis of the Bill of lading, or, if not issued, on the basis of designation by the client, is entitled to receive the cargo. If the Load actually in receipt is taken by a person other than the Recipient, the recipient's Assistant, will be first considered the uses at the performance of the contract of carriage;

Usage fee: the performing carrier fee paid via Herik Rail at the, levied by the administrator of railway infrastructure, to the performing carrier imposed for use of the railway infrastructure in the framework of the implementation of rail transport;

Hazardous substance; means any substance mentioned in art. 8: 1670 of the Dutch Civil Code, as well as evidenced by part 3 of the regulations concerning the international carriage of dangerous goods by rail (RID) – Annex I to the Convention concerning international carriage by rail (COTIF);

Load: all transport matters taken on by Herik Rail, including Container (s) and everything in and on, as well as bulk, loose stock (including railway vehicles which transport to and from Herik Rail), transport as such, used for themselves in it or on standing carry load – in the latter case, made by or on behalf of Herik Rail and rolling stock available (excluded), including packaging materials and propulsive or lashing materials;

Client: the other party of the contract from Herik Rail, or, if no agreement has been concluded, the client commissioned by Herik Rail on this transport area;

Agreement: the agreement between Herik Rail and client and the client under which the client is connected towards Herik Rail, to carry out the transport in the agreement to which these GTC applies;

RID: the regulations concerning the international carriage of dangerous goods by rail, Appendix C to the Convention concerning international carriage by rail (COTIF) of 9 May 1980 in the version of the Protocol of modification of 3 June 1999;

Title 8.18: title 18 of Dutch civil code to the effect the settlement agreement book 8 of carriage of goods by railways, as entered into force on 1 december 2006;

Route: the route along which the transport will be carried out, if agreed or stated on the Bill of lading.

Shipper: the Party which on the Bill of lading is mentioned as ' sender '. As far as the shipper is a different party than the client considered in the framework, an auxiliary person of the Shipper to the client is needed, on the implementation of the obligations of the client under the contract of carriage;

VSG: settlement on railway transport of dangerous substances.

2. Scope

2.1 the GTC; conditions apply to all Rail transport carried out by and at all (transport) agreements concluded, have been or will be entered into, by Herik Rail. The GTC conditions shall also apply to all special offers or quotations of Herik Rail with Herik Rail contracted (for) such agreements in respect of agreements. The GTC conditions take precedence over the law applicable to the contract, except if and insofar as this law contains mandatory provisions, in which case these mandatory provisions will apply and, for the rest, this GTC. If, on the basis of imperative law individual provisions of these GTC are void or voidable, this shall be without prejudice to the operation of the GTC conditions for the rest.

2.2 On all transport in which Herik Rail is committed, whether or not being carried out, taking the place of dispatch and the place of destination situated in different countries, and where transport, whether or not being agreed, on the road takes place, the provisions of the national law of the country in which road transport takes place shall apply.

2.3 On all transport in which Herik Rail is committed, whether or not being carried out, taking the place of dispatch and the place of destination situated in different countries, and where transport, whether or not being agreed, on the road takes place, the provisions of the Convention on the contract for the international carriage of goods by road (CMR, Geneva, 19 May 1956), however with the exception of carriage within the meaning of art. 1 part 3 CIM.

2.4 On all transport in which Herik Rail is committed, whether or not being carried out, on inland waterways, the Budapest Treaty of 22 June 2001 shall apply on the contract for the carriage of goods by inland waterways (CMNI), however with the exception of carriage within the meaning of art. 1 part 3 CIM.

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2.5 For roadtransport or inland waterway, other than transport operations referred to in art. 1 part 3 CIM Herik Rail shall be deemed to have a separate agreement with the client closed, whether or not such transport takes place prior to or following transport by rail, and find such transport according to the place of dispatch and the place of delivery the provisions of art. 2.3, respectively 2.4 of these GTC apply to the exclusion of the CIM.

2.6 On (customs) expedition work of Herik Rail the general policies for the Netherlands Association for forwarding and Logistics (Fenex conditions) apply, with the latest version of application and additional, as far as these GTC do not settle the agreement

2.7 On the agreement of rail transport is, having regards to the foregoing, apply the CIM, if the place of dispatch and the place of destination are situated in two different countries and both countries are parties to the CIM. If the place of dispatch and the place of destination are situated in two different countries or not in case of transport between a country and a country not a party to the CIM, is on the agreement of rail transport Title 8.18 Dutch Civil Code applies.

2.8 Transport within the borders of one country, prior to or following international transport, is considered as national transport.

2.9 Any deviations from these GTC are valid only as expressly agreed in writing. These GTC will not apply if in the contract of carriage the applicability of these GTC is expressly excluded.

GTC, of any kind, to which the client refers, as referred to in art. 6: 225 (3) of the Dutch Civil Code, shall not apply, unless Herik Rail expressly accepted these terms and conditions.

2.10 Herik Rail also negotiates the applicability of these GTC for and on behalf of her subordinates, subcontractors, representatives or agents, whose possibly use Herik Rail in the execution of the tasks to Herik Rail. The aforementioned subordinates, subcontractors, representatives or agents, shall be entitled to rely on the GTC as if they were themselves party to the agreement between the client and Herik Rail.

3. Offers/pricing

3.1 Offers, quotes or presentations of Herik Rail are only valid if in writing.

3.2 Pricing in tenders, quotes or offers are, unless otherwise stated, exclusive of VAT and other governmental levies or usage fee.

3.3 Unless explicitly agreed to act otherwise in writing, all quotations, quotes or offers of Herik Rail need acceptance within thirty (30) days from the date of the quotation, or need to be accepted in the absence of which this will be void. In case of a new quote by Herik Rail, the new quotation or offer, or a previously released quotation is modified or changed, a new term of thirty (30) days starts, within which this should be accepted, but failing in which the tender, quotation or offer will be void. If a quote or offer after expiry of the aforementioned term is accepted, Herik Rail is subject only after express written confirmation by Herik Rail. Quotations, quotes or offers are expressly mentioned only to the work of Herik Rail. The quotation, or offer does not include expense or activities not mentioned. Herik Rail has the right to charge them separately.

3.4 If the acceptance deviates from the offer in the tender, quotation or offer, Herik Rail shall not be bounded, not even in case of anomalies on subordinate points. In that case there will be no agreement unless Herik Rail still accepts and agrees in writing.

3.5 All tenders, quotes and offers, are based on the rates, energy costs, usage fees, salaries, premiums and taxes, freight rates and exchange rates prevailing at the time of the date of the quotation or offer. If energy costs, freight rates and charges, usage fees, of third parties, or exchange rates change, Herik Rail is entitled to adapt the pricing with respect to the rates, earlier established agreements, unilateral, retroactive to the date of the amendment of the relevant post, unless the parties have agreed explicitly and in writing to the contrary.

4. Transport price and additional costs (of transport)

4.1 Client and Sender guarantee that the cargo that is dedicated to Herik Rail for transport, is made available on time and complete to Herik Rail. If less than the agreed amount of cargo transport at Herik Rail is offered, or if the load other than the agreed date and time is made available to Herik Rail, the client is liable to pay the full fare as stated in the agreement.

4.2 In case Herik Rail assumes a transport outside office hours (09:00-17:30) for transport within 24 hours, after accepting the transport instructions, this agreement applies, unless expressly stipulated otherwise in appointment, Herik Rail charges the fare on subsequent calculation to the client.

4.3 In addition to the carriage charge, incidental (transport)costs, as far as by Herik Rail provided, are payable to Herik Rail. This includes the costs of any additional performance of Herik Rail as well as any amounts possibly levied by the customs or other public authorities, as well as apply standards and cost of storage.

4.4 The transport price and any additional costs (transport), are due and payable to Herik Rail at the time of posting of the load to Herik Rail, at least on the schedule of shipment and posting by both parties to Herik Rail.

4.5 In case levies or taxes, fines or other charges levied are charged to Herik Rail by the Government, directly or indirectly, by or in connection with the carriage or storage of cargo, the client shall be bound to reimburse this on first request to Herik Rail.

5. Invoices and payment

5.1 Herik Rail is entitled to invoice separately the fare and usage fee. With regard to the usage fee Herik Rail is entitled to require payment of a deposit of the client. Herik Rail will invoice the usage fee (subject to advances paid) to the client within a reasonable time finally after final imposition of the usage fee to Herik Rail by the infrastructure manager.

5.2 Herik Rail invoices the transport price and any additional (transport) costs as soon as possible to the client. Invoices must be paid within the indicated term of payment to Herik Rail. If no term of payment is stated on the invoice, a payment period of thirty (30) days from date of invoice counts.



5.3 In case of liquidation, bankruptcy, receivership or provisional attachment on a substantial part of the assets of the debtor, the claims of Herik Rail are immediately due and payable.

5.4 Invoices of Herik Rail must be paid without deduction, setoff discounts and recourse are excluded.

5.5 Payments received by Herik Rail are primarily deemed to be payments of Herik Rail costs and then overdue payments of any interest on an invoice. Subsequent payments received by Herik Rail on invoices are always supposed to stretch payments until the oldest open invoice.

5.6 After expiry of the payment terms stated on the invoice, or the period mentioned sub 5.2 of these general terms and conditions, the client automatically is defaulted, notice by Herik Rail is not required.

5.7 If default occurs, the amount payable as from the date of default will be increased with the statutory commercial interest ex art.6:119a Dutch Civil Code until the date of payment of the full amount is met.

5.8 If the debtor fails to fulfill one or more of its obligations, all reasonable costs of acquisition of accomplishment (regardless whether the costs are in or out of court) shall be borne by the obligor. The definitions of the actual cost expenditure results, not just the cost to liquidate shall apply.

5.9 The debtor submits his objections against the invoice within seven (7) days after receipt in writing to Herik Rail, in which the height of the invoice sent by Herik Rail as undisputed is established.

5.10 Objections against the sum of the invoice will not suspend the fulfillment of the payment obligation.

5.11 The client, sender, and recipient are severally liable to payment of all invoices to Herik Rail connected in respect of the transport price and additional (transport) costs formatted by Herik Rail.

5.12 If Herik Rail's payment of invoices is carried out in other currencies than Euro, the risk of currency fluctuations are on behalf of the paying party.

5.13 Herik Rail is entitled to demand advance payment of the client of the fare and/or additional (transport) costs, or in the opinion of Herik Rail provided sufficient security to pay the fare and/or additional transport costs.

5.14 Herik Rail is entitled to desire sufficient security of the client, sender and/or Recipient provided to the opinion of Herik Rail in respect of its claims for payment of the fare and/or additional (transportation) costs, as well as in respect of costs in connection with customs and other formalities.

6 Property and right of retention

6.1 Herik Rail has a pledge and a lien on all goods, documents, securities and money, towards everyone who requires issue, and with which destination also among themselves Herik Rail for any reason has or will get paid, for all claims that shall be, have or should get paid by the client.

6.2 Herik Rail is furthermore entitled to exercise a right of pledge and lien for what's due by the client in connection with previous transport commands or already carried out orders. In addition, Herik Rail can regarding the addressee who joined in, also use the capacity to previous transport agreements, and exercise the right of property or retention for what is due in connection with former agreements.

6.3 Herik Rail is entitled to exercise a right of pledge and lien for what's by way of cash on delivery in this case.

7 Performance of the contract of carriage

7.1 Herik Rail will deliver the care provided in the implementation of the exercise that may be expected to her command of a professional carrier.

7.2 Unless otherwise agreed in the contract, in relation to the transport by Rail to perform, Herik decided a so-called single carriage of a station of shipping to a destination, not being a "runout".

7.3 In case Herik Rail has entered into an agreement with the client, Herik Rail carrier may be required to carry out its work as a professional. If deviations from the agreed transport from an operational point of view are necessary, in order to the at Herik Rail placed order Herik Rail is allowed without Herik Rail falling short, to carry out in the proper performance of its obligations.

7.4 As otherwise provided the agreement between the client and Herik Rail, the consignor or Shipper takes care at the place of shipment of loading of the Cargo on the vehicle or wagon (whether it has been provided by the client or by Herik Rail); similarly, at the place of destination the addressee and the client take care of discharge of the cargo. As far as this is carried out by a Rail terminal, contracted by Herik Rail, Herik Rail is entitled to charge a losrate. Loading and unloading takes place at the expense and risk of the client, Herik Rail is not liable for any loss whatsoever.

7.5 Sender and Shipper are equally held responsible for the load depending on the nature of the packaging, so that it is adequately protected in whole or in part, against loss and against damage in transit, as well as ensure that no load may cause harm to the other means of transport, business or persons.

7.6 Herik Rail is entitled to issue special conditions for packing of safe and undamaged transport if necessary, according to the opinion of Herik Rail. Client and Sender are bound by these special conditions of packing and the additional costs incurred, insofar as statutory Herik Rail, arise to compensate to Herik Rail.

7.7 A dangerous substance is transported via Herik Rail under the conditions specified in RID in case of international carriage by rail, under the terms of the VSG in case of railtransport within the Netherlands under the Accord Européen relatif au transport International des Marchandises Dangereuses par voie de Navigation du Rhin (ADNR) in case of transport by barge under the Accord Européen relatif au transport international des marchandises Dangereuses par Route (ADR) of 30 september 1957 in case of road transport.



7.8 Wastes are transported by Herik Rail in accordance with applicable international and national law, and in particular the provisions of Directive 75/442/EEC of the Council of the European communities and based on this directive in the country of transport applicable national legislation, in the environmental management act with Netherlands-based decisions.

7.9 Herik Rail is entitled carrying out the order wholly or partly to one or more third parties.

7.10 A time limit for delivery within the meaning of article 16 (1) first sentence CIM which a sender or recipient can demonstrate towards Herik Rail is only the case where the Bill of lading expressly an agreed delivery term is stipulated expressly in the agreement or a delivery period is agreed. Departure or arrival times in communications from Herik Rail or a specified timetable are no delivery terms in the aforementioned sense.

7.11 If and to the extent that Herik Rail transport is commissioned by a client who is carrier themselves, if the client has failed to provide the load on the date and time to Herik Rail, any agreed timetable, that should happen, Herik Rail accepts no responsibility or liability whatsoever with regard to the duration of the journey by Herik Rail.

7.12 In case not yet commenced transport is held up by an obstacle, not occurring as a result of Herik Rail itself, or if Herik Rail as under or sequenced carrier occurs and the main carrier not at the agreed time or previous carrier cargo makes available the performance of the transport for transport, Herik Rail Herik Rail shall be entitled to suspend, in whole or in part, or to adjust the performance of the transport in order to ensure that this still is delivered. The additional costs - for example, higher costs of fuel or traction, wait hours, staff costs, or fees for the use of the railway infrastructure are the responsibility of the client.

7.13 In case transportation, whether or not started, is retarded or delayed by the client and/or shipper who have not fulfilled their obligations under the aforementioned provisions and article 8, this can't be blamed at Herik Rail, and carrying out the work by Herik Rail shall be deemed to be suspended for the duration of the default of the client and/or shipper. All further costs arise overture from Herik Rail because the client and/or Shipper have not fulfilled their obligations under the a forementioned provisions and article 8, may recovered equally, by Herik Rail on the client/shipper and be regardless of individual provisions in a contract of carriage regarding fees to Herik Rail transport in case an agreed transport does not take place as a result of the client.

7.14 Where in the previous episode the place of destination is mentioned, this also means the time when the load is ready for delivery, but delivery cannot take place due to circumstances on the part of the client, shipper or recipient.

7.15 Herik Rail is not obliged to weigh the load or container, count the numbers or size fix or weigh an empty or loaded wagon before leaving. Client and Sender are responsible for the accuracy of the information provided by them.

7.16 The staff deployed by Herik Rail for carrying out the transport shall be headed under the guidance and supervision of Herik Rail. The client,

shipper and/or recipient are not entitled to give instructions to the personnel provided by Herik Rail.

7.17 The client and Herik Rail will always agree which authority is competent in the Herik Rail organization to receive instructions of the client. Herik Rail is entitled regarding the transport to replace staff at all times during the execution.

8. Bill Of Lading

8.1 Herik Rail is not obliged but shall be entitled to issue a bill of lading or can be published by the carrier, unless the agreement with Herik Rail requires to do so by law or convention. Herik Rail is free to issue a bill of lading per wagon or to issue a bill of lading by train, unless otherwise agreed between Herik Rail and the client.

Unless otherwise agreed, the client, or on his desire the shipper, is kept to complete and to offer the bill of lading for signature, at the beginning of the transport to Herik Rail.

8.2 The bill of lading may also be prepared in the form of electronic data registration, which can be converted to readable characters. If both parties request the bill of lading formatted in an electronic form, both parties will make a separate agreement with each other. The client or sender can't require, in the absence of such agreement, that an electronic bill of lading is formatted.

8.3 In spite of article 12 paragraph 1 CIM, the content of the agreement between the client and Herik Rail, prevails over the content of the bill of lading in so far as it is different from the provisions in the bill of lading.

8.4 Entries on the consignment note CIM or title 8.18 not required by Dutch civil code are in no way binding for Herik Rail.

8.5 The client and shipper are not allowed to mention cash on delivery at the Bill of lading, at the value of the load referred to in article 34 CIM or a particular interest referred to in article 35 CIM, unless by Herik Rail and the client expressly agreed. Nevertheless, if the matter is about the shipper and the client proceed mentioning, Herik Rail is harmless for all costs and damages resulting.

9. Obligations of the Client

9.1 The client and sender are equally held to provide Herik Rail without delay any information necessary for performance of the contract. In each case they will provide data to Herik Rail be asked to provide, or the data which the client has committed itself in an agreement, and the information prescribed in CIM, CMR, CMNI, Dutch Civil Code Title 8.18 (depending on the modality of the agreed transport) and the legislation referred to in article 7.7 and 7.8 GTC Herik Rail, necessary for the provision of unhindered transport. In particular the client and shipper are held to provide to Herik Rail with:

- (i) all information that according to CIM and title. 8.18 Dutch civil code should be listed on the Bill of lading, (ii) all information required for carrying the load unchecked, without delay and without risk, unloading Cargo or Containers which are stored inter alia in: (a) packing list, (b) Customs documents (see also article 13 GTC), (iii) any other legally required data, in particular laid down in the regula-



tions concerning the international carriage of dangerous goods by rail (RID) – Annex-C to the Convention concerning international carriage by rail (COTIF) (in case of transport of dangerous goods), (iv) and all other legally required data, in particular in the waste legislation (in the case of transport of waste).

9.2 In case Herik Rail is commissioned by or on behalf of the client or Shipper to transport containers or wagons made available, the client/shipper will send a transportlist without delay to Herik Rail.

9.3 Herik Rail is entitled, but not held to check the information and documents provided by the client or shipper for accuracy and completeness. Acceptance of the data and documents by Herik Rail whether or not after control does not mean that the accuracy or completeness of the information or documents has acknowledged Herik Rail. These can't be held as evidence against Herik Rail.

9.4 Herik Rail shall not be obliged to verify which Containers on which cars have been loaded by the client or shipper, or their helpers or third parties who have taking care before the loading, or container numbers or car numbers correspond to the numbers mentioned on or available for being at the start of the transport documents, including a car list. Nor is Herik Rail held to check a given Load on weight control before transport. This article shall not affect the obligations of Herik Rail named under the Act to carry out control on dangerous cargo under the RID or VSG.

9.5 Unless otherwise agreed, the customer and Shipper requires the load (without the use of Containers in case of transport) or the Containers to load and is Recipient required the load (without the use of Containers in case of transport) or the Containers. The principal guarantees towards Herik Rail the loading by the shipper and unloading by the consignee. Delay in loading or unloading is for the account and risk of the client, shipper and consignee and they are held all expenses incurred due to delay in the overture from Herik Rail loading or unloading.

9.6 The principal and Shipper are guarantees the reliability and suitability towards Herik Rail for the intended transport (including loading and unloading) of the Container, the cargo, as well as of reliable packed, loaded, stowed and lashed his load in the Container, as well as, as far as the client concerns, the Shipper or his Assistant takes care of loading of Cargo or Containers on railway wagons are loaded and stowed, the reliability of the Container on the wagon and transport suitable of the wagon, the weight of the Container with cargo shall be taken into account.

9.7 If it turns out that a Container or wagon (made available because of the client or shipper) or railway equipment that is dedicated to transport to Herik Rail, after the commencement of the carriage for the agreed transport is unsuitable or not allowed, or is not properly done, then Herik Rail shall be entitled to ask her to take appropriate measures, including the recovery of improper loading and removing Cargo or Containers. Herik Rail is furthermore entitled to transport the Container, the wagon or to discontinue the railway equipment and all resulting costs (including the cost of the shunting of a wagon or railway equipment or unloading of cargo or Container, or cost amount to the deficient method of load restore) on the client and Shipper.

9.8 The client guarantees the use of at all times (good) approved and in good condition and outstanding Containers or wagons for the intended transport by Herik Rail, unless the containers and wagons have been made available by Herik Rail. As far as the client or Shipper makes available the wagon(s) to perform for the transport (whether or not her owned), the client/shipper stands in for the proper technical condition of the wagon(s) to Herik Rail. The client and the Shipper have science to the legal requirement that the maintenance of wagons should be accommodated at an ECM (Entity in Charge of Maintenance) and they are against Herik Rail that the ECM reliable and written arguably all maintenance on the wagon(s), every time these are made available to Herik Rail for transport. Client and Shipper indemnify Herik Rail in respect of all the consequences connected with the transport provision of wagon(s) whose maintenance does not comply with legal requirements to an ECM is entrusted respectively in case documents to prove the proper and in accordance with statutory requirements maintenance carried out can't be shown on first request of Herik Rail.

9.9 The client guarantees that Containers and/or Wagons made available to Herik Rail for transport are not heavier wagons than allowed, that the load in it is balanced, is divided, that this properly closed, that closures, valves or tank openings are closed and reliable) – where applicable – the Container is equipped with all required Customs seal and markings and/or labels in the case of transport of a dangerous substance or waste. If the client fails this creates and impediment within the meaning of article 7.11 GTC and is liable for damages towards Herik Rail on ground of article 9.5 GTC.

9.10 The client and addressee, as far as not being the client, are severally held to accept the cargo at the place of destination according to the contract of carriage, immediately and without delay. If they fail to arrange an immediate acceptance of the cargo, they are jointly and severally liable to indemnify to Herik Rail the resulting costs (pitch, waiting times, higher costs of unloading, etc.).

11. Transport Period

11.1 Unless otherwise agreed in writing, the carriage shall be deemed if Herik Rail transports by rail to have been commenced as soon as the Container is loaded on a railway wagon to transport or railway equipment to Herik Rail actually made available is/are, together with all required documents, including Bill of lading, transport car list and customs documents. The transportation by Herik Rail ends with putting the wagon(s) at the lofterminal for discharge of the Container(s), or the actual acquisition of the railroad equipment at the place of destination by the client.

11.2 The foregoing is applicable, unless law or convention, in force at the place of dispatch and the place of destination, agree otherwise.

12. Transport of dangerous goods and wastes

12.1 In case of the transport of Waste substances client and sender are equally bound to commence Herik Rail in writing before the start, the nature of the transport, properties and composition of the waste which they aim to be transported by Herik Rail. This declaration shall conform to the provisions in this regard on shipment of waste of applicable international



and national law, in particular to the provisions of article 10.39 environmental management act.

12.2 In addition, the client and sender are equally held to Herik Rail upon a guidance letter at the start of the transport. With regard to transport of dangerous goods this guidance letter contains all legal in Dutch prescribed information, including those specified in article 10.38 environmental management act. In case of transport starting in another country the client and Sender are held to enable timely the country concerned statutory documents for the transport of dangerous goods to Herik Rail.

12.3 Herik Rail is transporting a dangerous substance under the conditions specified in art. 4.8 GTC. Depending on the modality of the transport, client and sender are equally held to provide all information and documents required by the relevant transport and its subject to Herik Rail before transporting.

12.4 If as a result from the shipment of waste or hazardous substances additional costs, for example, consisting of (but not limited to) costs of guidance, then the client shall be required to reimburse Herik Rail.

12.5 Herik Rail is entitled to refuse the carriage of dangerous substances.

13. Wagons and containers made available by Herik Rail

13.1 If the client of Herik Rail demands wagons or containers to make the transport available, or if Herik Rail is required to do so by the agreement, the client is held towards Herik Rail for the correctness, accuracy and completeness of the information provided on these containers or wagons made available by Herik Rail. The choice of the type of container or wagon, based on the data and information made available, is up to Herik Rail, unless otherwise stipulated in an agreement or mandatory provisions.

13.2 The technical condition of containers or wagons Herik made available by Rail is controlled by Herik Rail. The client must check or investigate and without delay the containers or wagons at the time, on behalf of Herik Rail, on presence of damages or defects, but in any case at prior to loading the container(s) on or in these wagons. The client will communicate in writing to Herik Rail if the Containers or wagons are failing, in the absence of which the containers or wagonas are supposed to be without in and external leakage, undamaged, clean and free from odour made available to Herik Rail.

13.3 The client and recipient are not allowed to use containers or wagons made available by Herik Rail for any other purpose than in the context of the planned transport.

13.4 Unless otherwise agreed with Herik Rail before the start and at the end of the transport, the client and recipient are entitled to use the containers or wagons made available by Herik Rail for an agreed number of days. If the agreed number of days is exceeded Herik Rail shall charge, according to the rates list of Herik Rail, the container detention and/or (regarding the wagons) storage money, as otherwise provided in the agreement rates. Third-party costs will also be charged via Herik Rail because of occupying the railway infrastructure by the Rail wagons unless otherwise agreed in the contract.

13.5 The client and recipient will be jointly and severally liable for all damages (loss, damage including but not limited by incorrect loading or stowage and/or operation and consequential damages) to containers or wagons made available by Herik Rail as well as for the costs of cleaning if the client has failed to return the properly cleaned containers or wagons of Herik Rail at the end of the Rail transport. Handling of damage to wagon(s) will be in accordance with the arrangement as set out in the General Contract of Use (GCU).

13.6 In case the client or recipient fails to return containers or wagons to or on behalf of Herik Rail, at the end of the transport, Herik Rail is entitled to regard this as lost, in which case the client and recipient are held to indemnify the current value of the Containers or wagons to Herik Rail, without prejudice to their obligation to pay container detention or storage money until the day when Herik Rail claims the los.

14. Custom and legal formalities

14.1 The customs documents required to transport the cargo via Herik Rail, should be drawn up by the client. These documents must be attached to the consignment note to Herik Rail and have been handed to Herik Rail before the transport starts. Herik Rail only accepts the obligation to include custom documents as a notation on the bill of lading is made, or this is expressly provided in the agreed contract. The transported goods should offer modest legal validity. If there is a period of validity, including arrival and departure operations, it must at least include the duration of the rail transport.

14.2 If as a result of the absence, the incompleteness, inaccuracy, invalidity or insufficient period of validity of the required custom documents the Herik Rail transport is retarded, Herik Rail is entitled but not obliged to take appropriate measures in order to remove the lack of documents or the incompleteness, inaccuracy, invalidity or insufficient period of validity thereof, in which case Herik Rail is supposed to act with the consent and on behalf of the client and sender. Herik Rail is then considered to act in capacity as custom agent for the client and Sender.

14.3 Herik Rail grants no services within the framework of the preparation of custom documents, subject to an expressly written contract to Herik Rail that has been accepted by Herik Rail in writing. If this is the case, Herik Rail grants this services exclusively as (custom) agent and by the terms and conditions mentioned in article 2.6 GTC.

14.4 In case of (physical) inspection by customs or other government departments prior to, during or after the end of the transport, Herik Rail is entitled to claim the costs made by them, or its charged by or in connection with this claim to the client. In case of such control the load or container should be transferred elsewhere, the client, sender and recipient are required to provide their unconditional and full cooperation to Herik Rail to compensate for all costs arising.

15. Liability Herik Rail

15.1 If on the services provided by Herik Rail mandatory law applies, Herik Rail is liable in accordance with the relevant provisions of imperative law. Nothing in the agreement, Bill of lading or these GTC can be classified as broadening of the liability of Herik Rail. Just in case, the client and



Herik Rail, by means of a separate special arrangement, concerning the extension of liability, have agreed, this can be relied on to Herik Rail, provided that such an agreement is not affected by nullity.

15.2 Herik Rail is not liable for damage caused by not adopting transport or failure to performance of the contract of carriage as a result of force majeure, which occurs in the event of circumstances which could not reasonably be avoided, and in case the consequences of which Herik Rail could not reasonably have been prevented. In any case a force majeure shall apply as a war or threat of war, riots, civil insurrection, natural or nuclear disasters, terrorist activity and/or attacks, fire, technical problems with transport, closure or blockage (whether or not temporary) of railway lines/yards/terminals, strikes or work stoppages or other (similar) actions.

15.3 In case of force majeure in which Herik Rail is concerned, the performance of its obligations will be suspended until the force majeure situation raised. If the force majeure situation persists longer than 30 (thirty) calendar days, the Parties shall be entitled to terminate the Agreement, with which the contract is supposed to have ended by the termination date.

15.4 Herik Rail shall never be liable for consequential or consequential loss, loss of profit or for non material damage, except in the case of intent or gross negligence on the part of the Executive Board of Herik Rail.

16. Liability of the client/sender/principal/addressee

16.1 In case damage occurs or is inflicted by or with cargo or Container to Herik Rail, his subordinate or auxiliary persons or third parties against whom Herik Rail may be liable, his subordinate or auxiliary persons liable by or as a result of breach by the Sender, client or recipient of their obligations under the agreement, these GTC or of obligations arising from law or liability are the sender, originator and Addressee vis-à-vis Herik Rail, his subordinate(s) or joint and several liability of auxiliary persons and held all his subordinate statutory damage from Herik Rail, or help to compensate persons, as well as Herik Rail, his subordinate(s) or help to safeguard persons as far as Herik Rail, his subordinate (s) or help people is to compensate damage to third parties, unless Herik Rail wears this damage themselves under the agreement and/or to the GTC.

16.2 If damage occurs to Herik Rail by or as a result of the Sender or by the client, or not timely provision of the cargo for transport at the agreed place of dispatch at Herik Rail, the client is liable for this damage. If not according to the agreement the certain time of posting of load by a (container) terminal where loading has taken place to Herik Rail, is a circumstance for the account and risk of the client.

16.3 If Herik Rail is liable towards a third party further than they would be against the client under the agreement and/or these GTC, the principal shall be bound to indemnify the damage Herik Rail suffers through the more extensive liability than under agreement and/or these GTC.

17. Subordinates/auxiliary people/representatives/agents

17.1 If a subordinate, auxiliary person or representative or agent whose services Herik Rail uses in the execution of the tasks assigned to it by the client or a third party, to be called, this person is representative or agent

assistance entitled to subordinate, all provisions of the agreement, the delivery note and these GTC for professions and is not further liable to vis-à-vis to the client or third party other than Herik Rail under the agreement, Bill of lading or these GTC.

18. General

18.1 These GTC are published in Dutch and English. In case of difference of content between the Dutch and the English version, the Dutch version is leading.

18.2 Herik Rail is free to communicate with the customer, Shipper and/or Addressee in Dutch, unless a different communication language is agreed. Herik Rail is entitled to require the client to command its targeted instructions and directions within the framework of the implementation of the granted to Herik Rail in Dutch, unless a different communication language in the agreement is agreed.

18.2 These GTC create obligations not only for the client, for the shipper and addressee, as far as these parties is/are others than the client. Herik Rail can invoke this GTC towards shipper and/or recipient and the client, state that in the agreement between the client and the Shipper or recipient, to the extent that an agreement between these parties, communication is done by the fact that Herik Rail transport works under applicability of these GTC.

19. Applicable law

19.1 Unless CIM requires another legal system of obligations, these GTC are applicable for the client. The legal relationship between Herik Rail and the Client, Recipient, respectively, as well as those who make use of Herik RAILS services, are subject to Dutch law.

20. Court in case of disputes

20.1 Except the extent applies otherwise on the basis of imperative law, in respect of claims against Herik Rail only the Rotterdam District Court has jurisdiction. In respect of claims of Herik Rail against the client or recipient, the competent court of Utrecht and the Court of the place of destination and the place of establishment of the addressed party by Herik Rail apply.

These General Terms and Conditions are registered at the Chamber of Commerce under number 30183187.