

GENERAL CONDITIONS OF AGENCY AND FORWARDING

CROSS-OCEAN B.V.

Deposited with the Registry of the District court Rotterdam on 14th March 2007 under no. 31/2007

1. Definitions

Bill of Lading:	includes (merely for the purpose of these General Conditions) a Bill of Lading consigned in name, to order or to bearer, or any other document issued in relation to the contract of carriage involved (e.g. non-negotiable waybill, express release, etc.);
Carrier:	means the party that signed or on whose behalf the Bill of Lading has been signed, or who is defined in the Bill of Lading as Carrier;
Container:	includes any container, trailer, transportable tank, flat or pallet, cradle, sled or any similar article of transport used to transport or consolidate goods and any ancillary equipment;
Combined Transport:	arises if the Carrier under the Bill of Lading has agreed to carry the Goods from a Place of Receipt of the Goods to the Port of Loading and/or from the Port of Discharge to a Place of Delivery, all as indicated on the Bill of Lading;
Conditions of Carriage:	the conditions printed on the Bill of Lading, issued or to be issued by the Line;
General Conditions:	the General Conditions of Cross-Ocean B.V. deposited with the Registry of the District Court Rotterdam on 14 th March 2007 under no. 31/2007;
Goods:	means the whole or any part of the cargo received from the Merchant and includes the packing and/or any equipment or Container not supplied by or on behalf of the Carrier;
Line:	means the Carrier designated in the Bill of Lading;
Merchant:	includes any Person or entity who at any time has been or becomes party to or with whom any contract of carriage, or any other contract is concluded, including the shipper, consignee, consignor, endorsee, transferee, Holder of the Bill of Lading, receiver of the Goods, any Person or entity owning or entitled to the possession of the Goods or of the Bill of Lading and any Person or entity acting on behalf of any such Person;
Cross-Ocean:	means Cross-Ocean B.V., Rotterdam, Netherlands.
Person:	includes an individual, a group, a company or any other (legal) entity;
Place of Receipt:	means the place where the Carrier takes receipt the Goods from the Merchant. In case of carriage under a Bill of Lading or other transport document it is filled out on this transport document;
Place of Delivery:	means the place where the Carrier delivers the Goods to the Merchant. In case of carriage under a Bill of Lading or other transport document it is filled out on this transport document;
Port of Loading:	means the place where the goods are loaded on board the ocean vessel;

Port of Discharge: means the place where the Goods are to be discharged from the ocean vessel;
Port to Port Transport: arises if Carriage is not Combined Transport and shall be from a Port of Loading to a Port of Discharge as indicated on the Bill of Lading;

2. Applicability

- 2.1 These General Conditions and the Conditions stipulated in article 5 of these General Conditions apply – depending on the nature of the services rendered:
a) on all contacts concluded or existing between the Line and the Merchant, that were concluded or came into existence through Cross-Ocean as agents to the Line;
b) contracts concluded between the Merchant and Cross-Ocean.
Where mention of these General Conditions is made in the above or the following, the Conditions stipulated in article 5 hereof shall always be included therein.
- 2.2 In case of any inconsistency between these General Conditions and the Bill of Lading, the Bill of Lading prevails. In case of any inconsistency between these General Conditions and the Conditions stipulated in article 5 hereof, these General Conditions prevail.
- 2.3 These General Conditions shall be deemed to form part of all contracts between the Merchant and Cross-Ocean. By giving orders and instructions to Cross-Ocean, or to confirm acceptance of any offers made by Cross-Ocean, the Merchant shall be deemed to have approved and accepted these General conditions, to be aware of the stipulations therein and to have received a copy in writing of these General Conditions.
- 2.4 General Conditions declared by the Merchant will not be applicable and shall always and in any way be superseded by these General Conditions. Deviations from these General Conditions and in particular the general conditions of the Merchant shall only apply if explicitly agreed to in writing by Cross-Ocean.

3. Services provided by Cross-Ocean as agents to the Line

- 3.1 Whether expressly stipulated in letters, quotations, booking confirmations, arrival notices, invoices etc. or not, Cross-Ocean - in relation to Contracts of Carriage concerning the carriage over sea of Goods evidenced by a Bill of Lading issued or to be issued - shall always act as agents to the Line only, these Contracts of Carriage being concluded between the Merchant and the Line, Cross-Ocean not being the Carrier. This applies to contracts of carriage evidenced by a Bill of Lading issued in respect of port-to-port carriage and – likewise to contracts of carriage evidenced by a Bill of Lading issued in respect of a combined transport. If the latter applies Cross-Ocean shall also act as agents to the Line only in respect of the carriage from in inland place of receipt to the ocean port of loading, or from and ocean port of discharge to the inland place of delivery, even if the inland place of receipt or – as the case may be – the inland place of delivery is varied, amended or altered on the basis of instructions provided by the Merchant to Cross-Ocean.

4. Services provided by Cross-Ocean on to strength of Merchant's instructions

- 4.1 In the performance of services rendered by Cross-Ocean under the instructions of the Merchant, other than those described in article 3.1 Cross-Ocean at all times acts as forwarding agent to the Merchant on, irrespective of the nature or wording of the instructions provided by the Merchant.
- 4.2 Without prejudice to the generality of article 4.1, in the event of instructions provided to Cross-Ocean and/or accepted by Cross-Ocean not acting as agents to the Line, concerning the

carriage of Goods, it is expressly agreed that Cross-Ocean shall in the name of the Merchant, or in its own name, conclude a contract of carriage with a third party who shall perform the carriage, Cross-Ocean being involved as forwarding agent on the strength of art. 8:60-63 Dutch Civil Code (DCC) only.

- 4.3 Without prejudice to the generality of article 4.1, in the performance of services by Cross-Ocean under the instruction of the Merchant in relation to the issuance of custom documents for Goods carried or to be carried by the Line or otherwise, or in arranging for custom clearance of Goods carried or to be carried by the Line or otherwise, Cross-Ocean will at all times act as forwarding agent to the Merchant only.
- 4.4 In the performance of services by Cross-Ocean in storage of Goods, pursuant to instructions received by the Merchant and not being storage of Goods in the Port of Loading awaiting shipment under a Bill of Lading or awaiting delivery at the Port of Discharge under a Bill of Lading, Cross-Ocean will only act as agent to the Merchant in arranging storage with a storage facility.
- 4.5 Without prejudice to article 4.2 of these General Conditions, Cross-Ocean can only be considered to have entered into a contract of carriage if Cross-Ocean has expressly declared in writing that it shall perform to carry Goods from a place of receipt to a place of delivery as carrier. Declarations made in requests, orders, instructions of the Merchant do not construe a contract of carriage with Cross-Ocean.
- 4.6 In performing services as (forwarding) agent to the Merchant, Cross-Ocean is at liberty to have orders and/or the work connected therewith subcontracted and carried out by third parties or the servants of such third parties at the sole discretion of Cross-Ocean.

5. Conditions applicable on the services rendered by Cross-Ocean

- 5.1 In performing services as agents to the Line as defined in article 3.1 of these General Conditions Cross-Ocean shall under no circumstance be under any liability to the Merchant for any loss or damage or delay of whatsoever kind arising out or resulting directly or indirectly from any act, omission, neglect or default on the part of Cross-Ocean while acting in the course of, or in connection with its employment as agents to the Line and without prejudice to the generality of the foregoing provisions every right, exemption, limitation of liability, provision, or defense contained in the Conditions of Carriage and every such right, exemption, limitation of liability, provision, or defense applicable to the Line or to which the Line is entitled under the Conditions of Carriage shall also be available and shall extend to protect Cross-Ocean.
- 5.2 The performance of services by Cross-Ocean as (forwarding) agent to the Merchant as defined in article 4.2-4.4 of these General Conditions, is subject to the Dutch Forwarding Conditions of the Netherlands Association for Forwarding and Logistics (Fenex) as deposited with the Courts of Amsterdam, Arnhem, Breda and Rotterdam on 1st July 2004. If these conditions are revised, the revised version of these Dutch Forwarding Conditions shall apply.
- 5.3 In the event of storage of Goods as defined in article 4.4 of these General conditions, Cross-Ocean shall, in addition to the Dutch Forwarding Conditions, be entitled to invoke the storage contract concluded with the storage facility towards the Merchant, including general conditions applicable to such contract. In the event Cross-Ocean, in providing agency services to the Merchant in relation to storage of Goods and Cross-Ocean would not be entitled to rely on the Dutch Forwarding Conditions, or in the event of Cross-Ocean providing storage services itself, services provided by Cross-Ocean are subject to the Veemcondities Amsterdam-Rotterdam, as deposited with the Courts of Amsterdam and Rotterdam on 1 March 1994.

- 5.4 In the event Cross-Ocean enters into a contract of carriage, the following Rules or conditions shall apply, depending on the mode of transport actually used (whether or not expressly stipulated in the contract of carriage):
- 5.4.1 In the event of carriage of Goods by road between a place of receipt and a place of delivery within the Netherlands, article 8:1095 e.v. Dutch Civil Code (DCC) apply;
 - 5.4.2 In the event of carriage of Goods by road between a place of receipt and a place of delivery not both being situated within the Netherlands, the Convention of Brussels dated 19th May 1956 (CMR) shall be applicable;
 - 5.4.3 In the event of carriage of Goods by Rail the Convention of Vilnius dated 1st July 1999 (CIM 1999) shall be applicable;
 - 5.4.4 In the event of carriage of Goods by air the Montreal Convention dated 28th May 1999 shall be applicable;
 - 5.4.5 In the event of carriage of Goods by inland waterway vessel the CMNI Convention dated 22nd June 2001 shall be applicable.
- 5.5 When performing services to the Merchant, Cross-Ocean may at any time also invoke towards the Merchant the conditions stipulated by subcontractors or third parties with whom Cross-Ocean has contracted the performance of these services. In case of any inconsistency between these general conditions or the general conditions applicable on the strength of article 5.1-5.4 of these General conditions, the latter shall prevail.

6. Prices and quotations

- 6.1 Quotations made by Cross-Ocean are without prejudice. All prices quoted and agreed shall be based on the costs, (freight) rates, taxes, wages, etc., and exchanges rates at the time of quotation. In case of any change in the rates applicable to the service quoted or agreed, Cross-Ocean is entitled to likewise amend the rates quoted or agreed retroactively to the time such change occurred.
- 6.2 Quotations of Cross-Ocean in respect of services as referred to in article 4.1-4.4 shall always be deemed to include forwarding fees or commissions. In respect of services as referred to in article 4.1-4.4, whether lump sum or fixed quotations or prices shall, unless expressly agreed otherwise, always be exclusive of any duties, taxes, levies, consular and attestations fees, VAT, (custom) fines or costs in relation to security or insurance premiums.
- 6.3 For services of a special nature, or services requiring extra efforts and/or time, an additional but reasonable surcharge will be levied.

7. Collection of Freight and Charges

- 7.1 With respect to freight and charges indebted by the Merchant to the Line pursuant to the Contract of Carriage between the Merchant and the Line, Cross-Ocean is empowered by the Line to collect payment of same from the Merchant, in its own name but for the account of the Line.
- 7.2 Without prejudice to article 7.1, in respect of services provided by Cross-Ocean to the Merchant, Cross-Ocean is entitled to collect payment of its fees as forwarding agent in addition to freight, duties, taxes, levies, consular and attestations fees, VAT, (custom) fines or any costs whatsoever charged to Cross-Ocean by the party contracted by Cross-Ocean.

8. Custom formalities

- 8.1 Cross-Ocean may act as custom agent to the Merchant and perform custom formalities. For the correct execution of its duties under the local custom rules, regulations and law Cross-

Ocean is dependent on the correct and timely provision of instructions and material facts and details concerning the Goods by the Merchant.

- 8.2 The Merchant is obliged - and liable when in default - to timely and correctly provide Cross-Ocean with all instructions and material facts and details required for the correct execution of the custom formalities. With reference to article 5 of these General Conditions Cross-Ocean shall not be liable for any acts or omissions, errors or mistakes when acting as customs agent to the Merchant.
- 8.3 The performance by Cross-Ocean of services as customs agents to the Merchant shall be for the sole cost, risk and liability of the Merchant, regardless whether the custom formalities are performed as part of the obligation of the Line under the Bill of Lading or at the request of the Merchant. The Merchant has a duty to hold Cross-Ocean harmless for all costs and consequences resulting from the execution of custom formalities by Cross-Ocean. Payment demands or demands for security from Cross-Ocean must be immediately met by the Merchant. In case these demands are not or not timely met Cross-Ocean shall have the right to suspend all her activities, without incurring any liability and Cross-Ocean shall be entitled to a lien on the Goods as described below.

9. Payment

- 9.1 The Merchant shall pay to Cross-Ocean in cash or by bank transfer all costs, freights, duties and remunerations within the term of payment and in the currency mentioned on the invoice issued by Cross-Ocean. The risk of fluctuations in the exchange rate between the invoice amount currency and the payment currency being for account of the Merchant. If the invoice does not make reference to a deadline for payment, the invoice is due and payable 30 (thirty) calendar days from the invoice date.
- 9.2 The Merchant shall at all times be obliged to indemnify Cross-Ocean for any amounts to be levied or additionally demanded by any authority in connection with the order, as well as any related fines imposed upon Cross-Ocean in connection with the order given. Any sums indebted by the Merchant on the basis of this article to Cross-Ocean shall be immediately due and payable to Cross-Ocean upon receipt by Cross-Ocean of the demand for payment from such authorities. The same applies if a third party engaged by Cross-Ocean demands payment from Cross-Ocean of any such amounts or fines.
- 9.3 The Merchant shall always pay in full and is not entitled to set-off, compensate, counterclaim or deduct any amounts in respect of sums charged by Cross-Ocean to the Merchant under any contract existing or having existed between parties.
- 9.4 In case the Merchant fails to timely arrange payment of any invoice Cross-Ocean is entitled to charge interest on the basis of EU Regulation 2000/35 (art. 6:119a DCC).
- 9.5 Payments will first be deducted from the accrued interest over the debts, than from the accrued possible costs and finally from the accrued debts, whereby the oldest debts will be paid off before the younger debts.
- 9.6 Cross-Ocean shall at all times have the right to demand security from the Merchant in the form of a bank guarantee from a reputable Dutch merchant bank or any other form of security Cross-Ocean deems adequate for any amount for which the Merchant is or may be indebted to Cross-Ocean.
- 9.7 In case of non-payment of outstanding amounts or in case where the Merchant does not provide adequate security Cross-Ocean shall have the right to suspend her activities until such time as payments have been made or security is provided. No liability shall attach to Cross-Ocean any consequences of such suspension of activity.

- 9.8 In case the Merchant is declared bankrupt or granted a suspension of payment or if a debt rescheduling scheme has been implemented regarding the Merchant or in case the agreement is terminated all debts become immediately payable by the Merchant.
- 9.9 All persons coming with the definition of Merchant shall be and remain jointly and severally responsible and liable for the payment of all costs and charges due to Cross-Ocean under the present or any previous agreement, including costs for debt collection and including the actual attorney and court fees and interest.

10. Liability and indemnity

- 10.1 In respect of damages of whatever nature claimed by the Merchant, Cross-Ocean shall not be liable, unless the Merchant proves that these damages were caused by the willful intent or gross negligence of Cross-Ocean itself or its management. Cross-Ocean shall not be liable for willful intent or gross negligence of its employees, including servants, subcontractors or third parties engaged by Cross-Ocean.
- 10.2 In respect of services rendered by Cross-Ocean as (forwarding) agent to the Merchant, any liability of Cross-Ocean shall be limited to SDR 10,000 per occurrence or series of occurrences with one and the same cause of damage, on the understanding that in the event of damage, loss of value or loss of the Goods, the liability shall be limited to SDR 4 per kilogram of damaged or lost gross weight, the maximum being SDR 4,000 per consignment.
- 10.3 Cross-Ocean shall never be liable for damages exceeding the invoice value of the Goods, damages resulting from loss of profit, consequential damages or indirect loss or damages, duties or fines imposed by any authority or pain and suffering of people or animals.
- 10.4 Cross-Ocean stipulates for the benefit of its employees, servants and (independent) subcontractors that every right, exemption, limitation of liability or defense contained in these General Conditions and every right, exemption, limitation of liability, defense and immunity of whatever nature available to Cross-Ocean under these General Conditions, shall also be available and extend to protect every such employee, servant and (independent) subcontractor. Within the scope of these provisions Cross-Ocean shall be deemed to be acting as agent or trustee for and on behalf of and for the benefit of all those entitled to avail themselves of these provisions.
- 10.5 In so far as third parties referred to in article 4.4 of these General Conditions bear statutory liability towards the Merchant, it is stipulated on their behalf that in doing the work for which Cross-Ocean employs them they shall be regarded as solely under the employment of Cross-Ocean. All the provisions (inter alia) regarding liability and limitation of liability and also regarding indemnification of Cross-Ocean as described herein shall apply to such third parties.
- 10.6 The Merchant agrees and is obliged to indemnify Cross-Ocean in the event Cross-Ocean's liability towards third parties would exceed the limits of liability as set out in these General Conditions.

11. Lien

- 11.1 Cross-Ocean shall have a lien on the Goods and/or any documents relating thereto and/or any other assets of the Merchant or otherwise in the hands or under the control of Cross-Ocean, for all sums earned or due or payable to Cross-Ocean under the present or any other or previous agreement with the Merchant.
- 11.2 Cross-Ocean may exercise its lien at any time and at any place at its sole discretion, whether the services contracted have been completed or not.

- 11.3 In any event the lien shall extend to cover the cost of recovering any sums due, and for that purpose Cross-Ocean shall have the right to sell the Goods by public auction or private treaty, at any time and at any place, without notice to the Merchant and at the sole discretion of Cross-Ocean. If on sale of the Goods the proceeds fail to cover the amount due and costs connected with recovering same, Cross-Ocean shall be entitled to recover the difference from the Merchant. In case the proceeds leave a surplus this will be refunded to the Merchant. In cases where it is unclear as to who has title to this surplus of the proceeds Cross-Ocean shall either keep the funds at the disposal of the rightful owner or shall – at her sole discretion - deposit said surplus of the proceeds with the regional Court.

12. Execution and cancellation of the agreement

- 12.1 All agreements shall be executed in a way and in the sequence as determined by Cross-Ocean taking into account the availability of resources at the disposal of Cross-Ocean. Due to the nature of transport and in cases of hindrances to or difficulties affecting shipping (or any other modes of transport) Cross-Ocean nor the Line shall at any time be liable if goods can not be shipped or will not arrive at certain dates or places, even if these dates and places have been pre-arranged.
- 12.2 The Merchant shall at all times be liable for the consequences and costs of not correctly or timely providing Cross-Ocean or the Line with the goods, auxiliary materials, information, documentation, permits, certificates, governmental or custom permissions, etc., etc, or anything else needed for the correct execution of the contracted services.
- 12.3 Cross-Ocean is allowed to cancel the contract without judicial interference and/or without prior warning and/or notice of default to the Merchant and without attachment of any liability to Cross-Ocean when:
- a) the Merchant acts in violation of the contract and/or these General Conditions,
 - b) the Merchant does not comply with his payment obligations;
 - c) the Merchant wholly or partially ceases to trade, is under strike, is being wholly or partially liquidated, taken over, merges with third parties, changes its legal structure, moves from or vacates her business premises, loses or gets revoked permits or permissions necessary for the exercise of her business;
 - d) one or more of the associates of the Merchant die, retire from the business or are declared to be incapable of full legal capacity or placed under tutelage, the Merchant files for bankruptcy or is declared bankrupt, requests suspension of payment or if a debt rescheduling scheme is implemented;
 - e) arrests are made on any of the assets of the Merchant.
- 12.4 Cancellation of the contract as set out above will leave unimpeded all rights Cross-Ocean might have under the agreement with the Merchant or under these General Conditions. In case of cancellation of the agreement Cross-Ocean shall be entitled to a full recovery of the costs and freight due.
- 12.5 In case any of the circumstances as described in article 12.3 occur the entire indebtedness of the Merchant towards Cross-Ocean and/or the Line will become immediately payable.

13. Applicable law

- 13.1 Any contract concluded between the Merchant and Cross-Ocean (the latter acting not as agent to the Line) shall be governed and construed by the Law of the Netherlands.

- 13.2 Without prejudice to the foregoing, the law applicable to the Bill of Lading issued or to be issued by the Line shall be the law stipulated in the standard Bill of Lading form used by the Line.

14. Disputes

- 14.1 All disputes that may arise between Cross-Ocean and the Merchant shall be decided by the Court in Rotterdam, Netherlands. In respect of a claim for payment of any amount due to Cross-Ocean, it shall be entitled to commence legal proceedings before the court at the place of domicile of the Merchant. No other court shall have jurisdiction.

15. Time bar

- 15.1 Any and all claims against Cross-Ocean shall be completely extinguished by the mere expiration of 9 (nine) months since the claim originated.

16. General provisions

- 16.1 In case one or more articles of these General Conditions are set aside or deemed null and void through or by a judicial decision or ruling, all other articles shall continue to remain valid and unimpaired and Cross-Ocean retains all rights to invoke the remaining articles.
- 15.1 In case of textual differences between the text that has been deposited with the registrar of the District Court of Rotterdam and any other text in any other language solely the deposited text with the District Court of Rotterdam shall be binding.