

General Terms and Conditions of BOSNA LOGISTICS B.V.
filed at the Chamber of Commerce in Groningen under Nr. 75398982

Article 1. General

1. These general terms and conditions are applicable to all offers, quotation, assignments, agreements and (legal) acts between BOSNA Logistics B.V. (hereinafter referred to as: "BOSNA LOGISTICS") and the counterparty (hereinafter referred to as: "the Principal").
2. These general terms and conditions are also applicable to agreements with BOSNA LOGISTICS for whose implementation BOSNA LOGISTICS engages third parties. If such third parties are held liable by the Principal or by third parties outside the scope of the agreement, they may rely on all clauses pertaining to limitation or exclusion of their liability contained in these general terms and conditions.
3. Any deviations from and/or supplements to these general terms and conditions shall only be valid if explicitly confirmed in writing by BOSNA LOGISTICS.
4. The applicable version shall at all times be the most recently filed version applicable at the time of conclusion of the agreement concerned.

Article 2. Applicable business-sector conditions

1. In addition to these general terms and conditions and depending on the nature of the work, the legal relationship between BOSNA LOGISTICS and the Principal is governed by the following treaties and business-sector conditions, which may be searched via our website www.bosnalogistics.nl
2. Forwarding and administrative work: the Dutch Forwarding Conditions of FENEX.
National road transport: the Dutch General Transport Conditions 2002 ('AVC').
International road transport: the CMR Convention plus the AVC.
Transport over inland waterways: CMNI Convention plus the Chartering Conditions 2016.
Rail transport: the amended Convention concerning International Carriage by Rail ('COTIF') with Protocol and Appendices as well as the CIM as included in Appendix B.
Logistics services, storage and warehousing activities: the Dutch Logistics Services Terms and Conditions ('LSV').
Tax and customs services: the Dutch Forwarding Conditions of FENEX.
3. If, within the scope of one agreement with the Principal, BOSNA LOGISTICS carries out consecutive types of work of a diverse nature, the aforementioned treaties and business-sector conditions shall each be applicable to the relevant part of the work.
4. In the event of any incompatibility between the aforementioned treaties and business-sector conditions and the clauses pertaining to limitation or exclusion of their liability contained in these general terms and conditions, the general terms and conditions shall prevail, with the exception of the mandatory legal provisions contained in the said treaties and business-sector conditions.

Article 3. Conclusion and term of contract

1. All quotations and offers of BOSNA LOGISTICS are non-binding and have a period of validity of 30 days, unless agreed otherwise in writing.
2. The prices stated in a quotation, brochure or offer are in Euros exclusive of VAT, import duties and other taxes imposed by the authorities.
3. An agreement between BOSNA LOGISTICS and the Principal shall exclusively be concluded after receipt by BOSNA LOGISTICS of a quotation signed by the Principal or an order confirmation drawn up by BOSNA LOGISTICS. The agreement concerned shall be entered into for an indefinite term, unless evidenced otherwise from the nature of the agreement or if the Parties have explicitly agreed otherwise in writing.
4. If the quotation signed by the Principal deviates from the offer of BOSNA LOGISTICS, the agreement shall not be concluded except if confirmed in writing by BOSNA LOGISTICS.

5. The specified dates and/or deadlines shall be determined approximately and, unless explicitly agreed otherwise in writing, shall under no circumstances qualify as final dates. If overstepping the delivery deadline, BOSNA LOGISTICS must be put into default, it being understood that a reasonable period of time shall be granted to BOSNA LOGISTICS to implement the agreement after all.

Article 4. Obligations of the Principal

1. The Principal shall see to a punctual, correct and complete submission of all information, data and documents et cetera, which are or may be important for the contents and implementation of the agreement. The term of contract shall not commence until the information concerned has been made available by the Principal to BOSNA LOGISTICS. The Principal is liable for all and any breaches and resulting damage and expenses on the part of BOSNA LOGISTICS, and the Principal is held to indemnify BOSNA LOGISTICS against any claims by third parties.
2. The Principal is held to appoint one or more contact persons and to notify BOSNA LOGISTICS thereof.
3. The Principal is held to make the goods available to BOSNA LOGISTICS at the agreed destination, time and in the agreed manner, equipped with all required instructions, information and data which are important for the handling of the goods and the implementation of the agreement.
4. The offered goods must at all times be packed in a transportable manner and equipped with clear information regarding the product and the recipient.
5. The Principal is urgently requested to take out cargo insurance for the goods offered to BOSNA LOGISTICS for transport or storage.
6. In the event of any damage or loss of goods, the Principal or the addressee or the recipient specified by the Principal must notify BOSNA LOGISTICS immediately after receipt of the goods, but in any event within 5 business days, accompanied by the necessary evidence.

Article 5. Implementation and changes of the agreement

1. BOSNA LOGISTICS may engage third parties for the implementation of (parts of) the agreement without consulting the Principal.
2. If it turns out during the implementation of the agreement that it is necessary for a proper implementation thereof to make changes and/or additions to the agreement, the Parties shall proceed to written adjustment of the agreement by mutual agreement and well in time. In the event of any change to the nature, scope or contents of the agreement, this may have consequences for what was originally agreed between the Parties, including but not limited to a change of the price and term of contract.
3. If BOSNA LOGISTICS has agreed a specific price upon conclusion of the agreement, BOSNA LOGISTICS shall nevertheless be entitled to increase the price under the following circumstances, even if the originally quoted price was not conditional:
 - If the price increase is caused by a change of the agreement as referred to in article 5 paragraph 2 hereinbefore;
 - If the price increase arises from a power falling to BOSNA LOGISTICS or from an obligation resting with BOSNA LOGISTICS pursuant to (a change of) legislation and/or the law.
4. Any costs caused by weighing and/or degassing of containers, loading or unloading at multiple addresses and/or customs stops shall be fully passed on to the Principal.
Any additional costs arising from customs activities, from engaging couriers, from obtaining dispensations and from cleaning and/or repair work at containers and/or any expenses caused by late submission of the information needed by BOSNA LOGISTICS shall be passed on to the Principal.
5. If demurrage- and/or detention costs are applicable between the Principal and a ship owner or depository of containers, such costs shall be exclusively borne by the Principal, unless it has been established that the delay can be attributed to BOSNA LOGISTICS.

Article 6. Suspension, dissolution and (premature) termination of the agreement

1. BOSNA LOGISTICS is entitled to suspend the fulfilment of its obligations under the agreement with the Principal and to dissolve the agreement in any of the following circumstances:
 - a. The Principal has been put into default and still fails to fulfil its obligations under the agreement despite having been granted a reasonable period of time to do so;
 - b. Any circumstances come to the knowledge of BOSNA LOGISTICS after conclusion of the agreement which give BOSNA LOGISTICS valid grounds to fear that the Principal shall not fulfil its obligations;
 - c. Upon conclusion or during the implementation of the agreement, the Principal has been asked to provide security for the fulfilment of its obligations under the agreement and the Principal does not, or not sufficiently, provide such security;
 - d. Any circumstances occur on the part of the Principal, as a result of which it is no longer fair to expect BOSNA LOGISTICS to continue the services.
2. BOSNA LOGISTICS may dissolve the agreement with immediate effect in whole or in part through written notification, without requiring any notice of default or judicial intervention, if the Principal - whether or not in a preliminary sense - is put under administrative receivership, if a petition is submitted to declare the Principal bankrupt, or if the company of the Principal is dissolved, liquidated or terminated other than for reconstruction purposes or for a merger.
3. If the Principal cancels a placed order in whole or in part, the goods ordered or prepared in connection with such order, increased by any supply-, removal- and delivery costs, shall be fully invoiced by BOSNA LOGISTICS to the Principal.

Article 7. Rates and payment

1. All rates are in Euros exclusive of VAT and any taxes imposed by the authorities. All agreed rates are valid as of the date of issuance until the end of the current calendar year, unless agreed otherwise in writing. BOSNA LOGISTICS reserves the right to index the rates each year.
2. In the event of external cost increases, BOSNA LOGISTICS shall be entitled to adjust the rates from time to time, and BOSNA LOGISTICS shall notify the Principal well in time. If no consensus is reached between BOSNA LOGISTICS and the Principal regarding the adjustment, both BOSNA LOGISTICS and the Principal shall be entitled to terminate the agreement with due observance of a notice period of fourteen days.
3. Payment of invoices must be made within 30 days after the date of invoice. If overstepping the payment deadline, the Principal shall be in default by operation of law without requiring any further notice of default, and the Principal shall also owe the statutory commercial interest pursuant to Section 6:119a Dutch Civil Code. The interest on the immediately payable amount shall be calculated from the moment when the Principal is in default until the moment of full payment of the amount payable. Payments of the Principal shall serve first of all as payment of the costs and interest, and subsequently as payment of the principal amount.
4. In case of late payment, BOSNA LOGISTICS shall have the right to charge all necessarily incurred extrajudicial expenses to the Principal.
5. Any complaints on invoices must be submitted within 8 business days after the date of invoice. Objections to the amount of the invoice shall not suspend the payment obligations for the unchallenged part.
6. In the event of a dispute regarding any amount payable by the Principal to BOSNA LOGISTICS, the documentation to be submitted by BOSNA LOGISTICS, except for any proof of the contrary, shall constitute full evidence of the nature, contents and scope of the performed work.
7. BOSNA LOGISTICS is at all times entitled to demand an advance payment, pre-payment or an interim payment for all there is to be claimed by BOSNA LOGISTICS on the Principal.

Article 8. Liability of BOSNA LOGISTICS

1. Depending on the nature of the work, the liability of BOSNA LOGISTICS is governed by the treaties and business-sector conditions specified in article 2.2 of these general terms and conditions.

2. If in a specific case the (scope of the) liability has not been determined, BOSNA LOGISTICS shall not be liable for any damage, unless the Principal proves that the damage was caused by a failure attributable to BOSNA LOGISTICS to fulfil its obligations vis-à-vis the Principal.
3. In all cases, BOSNA LOGISTICS shall only accept liability for damage to or loss of the goods occurring between the moment of receipt of the goods and the moment of delivery.
4. The liability of BOSNA LOGISTICS for all damage other than damage to and/or loss of the goods shall be limited to an amount of 10,000 SDR per event or a series of events with one and the same cause of damage, or the amount covered by the insurance as the occasion arises.
5. If BOSNA LOGISTICS performs customs formalities or acts as a fiscal representative, this shall be subject to a liability limit of 10,000 SDR, it being understood that BOSNA LOGISTICS shall not accept liability for any damage unless the Principal proves that the damage was caused by blame or negligence on the part of BOSNA LOGISTICS or its subordinates and/or Agents.
6. BOSNA LOGISTICS shall under no circumstances accept liability for any indirect damage, including but not limited to consequential damage, loss of profit and damage caused by business stagnation and/or loss of clients or goodwill.
7. The applicable defence by BOSNA LOGISTICS in order to avert its liability may also be relied on by subordinates and by BOSNA LOGISTICS based on this agreement or any resulting agreements for the implementation of any work, if BOSNA LOGISTICS is held liable by the Principal as if they themselves were a Party to this agreement.
8. BOSNA LOGISTICS shall not accept liability for any damage caused by incorrect and/or incomplete information and/or data originating from the Principal.

Article 9. Liability of the Principal

1. The Principal is liable for all and any damage to persons and property of BOSNA LOGISTICS or to third parties caused by or related to the goods entrusted to BOSNA LOGISTICS, as well as for all and any claims concerning customs duties or similar charges and levies, penalties, costs and interest, including but not limited to import duties, excise duties and expenses regarding the goods of the Principal which BOSNA LOGISTICS has or has had in its possession or shall obtain, including but not limited to damage caused by non-clearance or late clearance of customs documents.
2. The Principal shall indemnify BOSNA LOGISTICS upon first request against the aforementioned claims and shall furnish adequate security in favour of BOSNA LOGISTICS and/or the (customs) authorities involved, including but not limited to the reasonably incurred costs of defence.

Article 10. Lien and Pledge

1. BOSNA LOGISTICS has a lien vis-à-vis anyone who demands issuance thereof on all goods, documents and funds which BOSNA LOGISTICS has in its possession or shall obtain by virtue of the agreement, for all and any claims of BOSNA LOGISTICS on the Principal, regardless of the destination of the said (movable) goods.
2. BOSNA LOGISTICS may also exercise its rights by virtue of this article for all that the Principal still owes BOSNA LOGISTICS by virtue of any previous agreements.
3. All goods, documents and funds in the possession of BOSNA LOGISTICS shall serve as collateral for all of its claims on the Principal.

Article 11. Hazardous goods and substances

1. If goods are hazardous according to the regulations concerned for the transport of hazardous goods, such substances shall be governed by national and international legislation.
2. In the event of transport of hazardous goods and/or substances, the Principal shall bear full responsibility for the labelling, packaging, appropriate completion of the transport documents, sender statement and hazardous material placard in the prescribed languages.
3. Depending on the route and/or destination, BOSNA LOGISTICS is entitled to charge a risk surcharge to the Principal.

4. If BOSNA LOGISTICS suffers damage due to non-fulfilment of the obligations specified in this article or fails to fulfil the obligations contained in the regulations stated in article 11 paragraph 1, the Principal shall be held to fully compensate BOSNA LOGISTICS for all damage suffered by BOSNA LOGISTICS, both directly and indirectly. Within this context, damage shall therefore explicitly include damage to third parties which BOSNA LOGISTICS is held to compensate.

Article 12. Applicable law, settlement of disputes and final provisions

1. All agreements, assignments, invoices and other documents which are governed by these general terms and conditions applicable, are exclusively governed by Dutch law, even in case of execution of a commitment abroad in whole or in part or if the party involved in the legal relationship resides or is domiciled abroad.
2. All and any disputes arising from or related to (the) agreement(s) governed by these general terms and conditions applicable shall be exclusively submitted to arbitration proceedings in Rotterdam in accordance with the TAMARA Arbitration Regulations. <https://www.tamara-arbitration.nl/arbitrage/arbitragereglement/>
3. Without prejudice to the provisions in the previous paragraph, BOSNA LOGISTICS shall be at liberty to submit any claims of payable sums of money, whose indebtedness is not challenged in writing by the counterparty within four weeks after the date of invoice, to the court of law with jurisdiction in the domicile of BOSNA LOGISTICS.
3. These general terms and conditions were drawn up in Dutch and English. In the event of any discrepancies in terms of contents or scope, the Dutch wording shall prevail.
4. BOSNA LOGISTICS has the right to unilaterally change these general terms and conditions, which change shall have force of law between BOSNA LOGISTICS and the Principal, also with regard to already existing agreements, and shall enter into force 14 days after such change becomes known through notification and submission thereof to the Principal. In the event of any (material) interim change of the general terms and conditions by BOSNA LOGISTICS, the Principal shall have the right to notify BOSNA LOGISTICS in writing by registered post, within 14 days after the aforementioned notification, of its wish to terminate the agreement prematurely as of the date of entry into force of the changed general terms and conditions, if such change is also applicable to the Principal.

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