

BZE TERMS AND CONDITIONS

General Terms and Conditions of the BZE, the Organisation of Seaport Freight Forwarders and International Logistics Service Providers filed at the Registry of the District Court of Rotterdam on November 25th, 2022.

DEFINITIONS:

- 1. Freight Forwarder: the natural person or legal entity who, as the contractor, concludes a contract with a Client for the provision of services; the Freight Forwarder is a freight forwarder in the broadest sense of the word, i.e. not limited to the party who performs work as a freight forwarder within the meaning of Book 8 of the Dutch Civil Code. Services may also include customs work and logistics activities.
- 2. Logistics activities: all work, including but not limited to unloading, entry, storage, removal, loading, stock management, assembly, packaging activities, order handling, order picking, shipment preparation, invoicing, information exchange and other actions with regard to the goods and documents made available by the Client for that purpose.
- 3. Client: the party who gives the order to the Freight Forwarder and concludes the contract with the latter.
- 4. Working days: all days except Saturdays, Sundays, public holidays recognised in the Netherlands and public holidays and rest days recognised in the country or region of performance of the services.

GENERAL

- 1. All work to be carried out by the Freight Forwarder for a Client, services to be provided and duties or contracts to be performed, and all quotations, juridical (and other) acts, legal relationships and agreements of the Freight Forwarder shall be governed by the latest version of these Terms and Conditions, as filed with the Registry of the District Court of Rotterdam. These General Terms and Conditions were filed in the Dutch and English languages. If the Dutch text of these General Terms and Conditions deviates, either literally or by interpretation of its translation into any other language, the Dutch text and interpretation shall prevail.
- 2. To the extent that any provision of these Terms and Conditions is void or voidable or cannot be invoked, the other provisions of these Terms and Conditions shall remain in force. The provision in question shall be replaced by a stipulation or statutory provision that approaches the subject matter as closely as possible.
- 3. These Terms and Conditions may also be invoked against third parties, such as the Client's contractors or other underlying parties who have any relationship, not only by contract but also by law, with the Freight Forwarder and/or the Client and/or store goods under direct or indirect control of the Freight Forwarder.



- 4. The work, services, etc., to be performed by the Freight Forwarder shall be performed at all times by the contractor in its capacity as Freight Forwarder. For example, orders for cash on delivery, against bank draft, etc. are deemed to be freight forwarding work.
- 5. The Freight Forwarder shall have the option and right to have the order and/or related work performed by third parties.
- 6. In so far as such third parties or their employees are legally liable to the Freight Forwarder's Client in connection with the performance of the order and/or the activities connected therewith, it is hereby stipulated on their behalf that they may rely on all provisions of these Terms and Conditions which exclude and/or limit liability or which afford the Freight Forwarder a possibility of indemnification.

OFFERS, CONTRACT, COSTS

- 1. All offers, quotations etc. of the Freight Forwarder, in whatever form, shall always be without obligation, unless otherwise agreed in writing. The Freight Forwarder shall not be bound until it has confirmed an order, etc., in writing or has commenced actual performance of the order, etc. Any changes and/or additions to offers made by the Freight Forwarder may be regarded as co-agreed only in respect of those parts which have been accepted by the Freight Forwarder in writing.
- 2. All prices offered and agreed upon shall be based on the fees, wages, costs of social measures and/or laws, freight and exchange rates, applicable at the time of offering or entering into the contract, respectively.
- 3. Unless otherwise agreed in writing with the Client, the Freight Forwarder shall at all times be entitled to change the quoted or agreed prices in connection with cost price increases or fee increases of third parties and more particularly in the event of a change in one or more of the factors mentioned in the preceding paragraph. However, the Freight Forwarder must be able to prove the price/cost increase(s).
- If the Freight Forwarder charges all-inclusive or flat-rate fees, such fees shall include all costs 4. that are generally for the Freight Forwarder's account in the normal handling of the order.
- 5. Unless stipulated otherwise, all-inclusive or flat-rate fees shall in any event not include: duties, taxes and levies of whatever name, consular and legalisation fees, costs of drawing up bank guarantees and insurance premiums.
- 6. Any (additional) costs and/or (higher) wages resulting from work or other actions outside normal office hours, e.g. during the evening, night, at weekends or on public holidays, as a result of special situations, such as extreme weather conditions, floods, power failures, labour unrest, strikes, blockades, etc., are not included in the agreed prices, unless agreed separately. These costs shall be payable by the Client to the Freight Forwarder. Extraordinary expenses and higher labour costs arising when transport companies load or unload goods during the



evening, at night, on Saturdays or on Sundays or public holidays by virtue of any provision in the relevant transport documents or agreements made by them, are not included in the agreed prices, unless agreed separately in writing. Such costs must consequently be reimbursed by the Client to the Freight Forwarder.

- 7. Except for serious culpable behaviour of the Freight Forwarder causing the occurrence of these costs, all costs related to insufficient loading and unloading time/capacity, such as demurrage, waiting costs, etc., shall be borne by the Client. This includes situations where the Freight Forwarder is involved in receiving and presenting transport documents, such as bills of lading and the like. The Freight Forwarder shall make reasonable effort to avoid these costs.
- 8. Additional costs incurred by the Freight Forwarder as a result of unforeseen circumstances or caused by circumstances not attributable to the Freight Forwarder shall be borne by the Client. Remuneration resulting from special services, unusual work, work that is very time consuming or involves a great deal of effort by the Freight Forwarder may also be charged to the Client. These costs shall be determined on a reasonable basis.
- 9. If the Freight Forwarder has to (instruct to) collect goods from the Client or from third parties and such goods turn out not to be ready for shipment, the Freight Forwarder may charge the Client for the costs incurred as a result. If the goods cannot or cannot immediately be delivered at the place of destination, the Freight Forwarder shall be entitled to (instruct to) send the goods back or have them sent back at the Client's expense or to charge the Client storage costs or waiting time costs, without prejudice to the Client's obligations to pay the Freight Forwarder for its services. The Freight Forwarder shall be entitled to require the Client or the party entitled to the goods to pay the costs incurred by it or due by it before it releases the goods.

INSURANCE

- 1. Insurance of any kind shall only be provided at the Client's risk and expense following express written instructions to that effect from the Client, followed by the Freight Forwarder's written acceptance thereof. These instructions should contain a clear description of the risks to be insured, with as precise a statement as possible of the identity as well as the value of the goods and the interest in the insurance.
- 2. The Freight Forwarder shall arrange insurance through an insurance intermediary, insurance broker or directly with an insurer, but shall not be responsible for these parties and shall not vouch for their quality. Any liability of the Freight Forwarder for the consequences of a defect in the insurance or failure to honour a claim under the policy or the benevolence of the intermediary/broker and/or insurer is hereby completely excluded.
- 3. If the Freight Forwarder has taken out insurance in its own name, it shall only be obliged if so requested to transfer its claims against the insurer to the Client if and to the extent it is entitled to do so and this is possible.
- 4. When, in carrying out the order, the Freight Forwarder makes use of aids or materials, such as sheerlegs, hoists, means of transport or other equipment, the Freight Forwarder shall be entitled



to take out insurance at the Client's expense to cover the risks that may arise for the Freight Forwarder from the use of such equipment.

CUSTOM SERVICES

Article 4

- 1. The contract to perform custom services shall only exist if the order to do so has been accepted by the Freight Forwarder in writing. The Client shall be obliged to provide the necessary information to enable the Freight Forwarder to perform such custom services, unless otherwise expressly agreed in writing between the parties.
- 2. The Client shall remain fully responsible and/or liable for the goods the Freight Forwarder handles or causes to be handled, transports or causes to be transported, etc., in accordance with its instructions. The Client guarantees inter alia the authenticity, correctness and completeness of the codes, the data of origin and the documents relating to the goods and indemnifies the Freight Forwarder against any claims or rights which third parties (including but not limited to the tax authorities) enforce or may enforce against the Freight Forwarder also in connection with documents relating to the goods in question. Any damage or loss which the Freight Forwarder may suffer as a result of incorrect, unclear codes, data of origin or incomplete documents relating to the goods shall at all times be at the Client's risk and expense. The Freight Forwarder shall then also be entitled to terminate the order without any prior notice and inform the authorities if necessary. The Freight Forwarder shall not be liable for any damage or loss resulting from these acts.
- 3. The Client shall indemnify the Freight Forwarder against all claims of the tax/customs authorities except to the extent that the Freight Forwarder is liable to the Client for such claims.

EXPLANATION AND PERFORMANCE OF THE SERVICES

- 1. The Freight Forwarder shall not be bound by any stated time of shipment and/or delivery, unless otherwise agreed in writing.
- 2. If the Client has not given any specific instructions in this respect in its order and they have been accepted by the Freight Forwarder, the method of shipment, transport and the route to be followed shall be at the Freight Forwarder's discretion and it may accept the documents customary in the performance of such orders without prior consultation.
- 3. The Client shall ensure that the goods are at the Freight Forwarder's disposal or at the disposal of a third party designated for that purpose at the agreed or specified place and time. If this is not the case, the Client will still owe the agreed costs.
- 4. The Client shall be under the obligation to ensure that, with regard to the goods, the documents required for receipt, stay and forwarding as well as the instructions are in the Freight Forwarder's possession in good time. The Client shall guarantee the timeliness and accuracy of the documents and instructions. In doing so, the Client should not only take account of the



requirements set by law and authorities, but also the usual conditions for the smooth conduct of operations, such as open transhipment, transport, unloading/delivery, filing of declarations, etc. If the Freight Forwarder incurs any costs in order for such requirements to be met, these costs shall be borne by the Client.

- 5. The Freight Forwarder shall be entitled, but not obliged, to investigate whether any documents and statements given to it are correct and complete. If these are found to be defective, the Freight Forwarder shall be entitled to discontinue or suspend its work and shall not be liable for any adverse consequences thereof. The Client's obligations shall remain in full force and effect and the Client shall be liable to the Freight Forwarder for all consequences and costs arising from the defects. The Freight Forwarder shall retain its right to the agreed fees.
- 6. The Freight Forwarder shall not be obliged to receive goods against the provision of a guarantee in the absence of (proper) documents. If the Freight Forwarder provides a guarantee, its Client shall be obliged to reimburse the costs related thereto and to indemnify the Freight Forwarder against all claims arising from receipt of the goods without (the correct) documents, against all claims under the guarantee and against the other consequences of providing the guarantee.

Article 6

- 1. All manipulations such as checking, sampling, taring, counting, weighing, measuring etc. and taking delivery subject to appraisal by a court-appointed expert shall only take place on the explicit instruction of the Client and against reimbursement of all costs incurred in this respect.
- 2. The Freight Forwarder shall be entitled, but not obliged, on its own authority and at the Client's risk and expense to take all measures it deems necessary in the Client's interest. Depending on the situation, in terms of place, time and other circumstances, therefore as far as possible and if not disproportionately burdensome for the Freight Forwarder, the Freight Forwarder shall consult the Client on this matter in advance. If such consultation does not produce a reasonable outcome, the Freight Forwarder shall act as it sees fit without being liable for the consequences thereof.
- 3. The Freight Forwarder shall not act as an expert. No liability whatsoever arises for the Freight Forwarder from declarations of ownership, possession, condition, nature or quality of the goods; nor is the Freight Forwarder liable if samples do not correspond with the goods in question, either in whole or in part.

LIABILITY

- 1. All acts and services will be performed at the Client's risk and expense.
- 2. If there is more than one Client, they shall all be jointly and severally liable to the Freight Forwarder for the whole.



- 3. The Freight Forwarder shall not be liable for any damage or loss however arising, unless the Client proves that the damage or loss was caused by wilful misconduct and/or gross negligence on the part of the Freight Forwarder's management. Errors of subordinates or of third parties engaged by the Freight Forwarder, including gross errors or wilful misconduct, shall not be at the Freight Forwarder's risk or expense. Gross negligence means an act or omission that is reckless and was done with the knowledge that the damage or loss would probably result from it.
- 4. The Freight Forwarder shall never be liable beyond an amount of SDR 10,000 per event or series of events with one and the same cause of damage or loss, provided that in case of damage, depreciation or loss of the goods included in the order, liability shall be limited to SDR 4 per kg of damaged or lost gross weight with a maximum of SDR 4,000 per consignment. These liability limits shall also apply if the Freight Forwarder is considered a carrier. However, if a statutory provision or a treaty provision in this regard prevails by mandatory law and prescribes a different limit, that limit shall apply.
- 5. The damage or loss to be compensated by the Freight Forwarder shall never exceed the invoice value of the goods, to be proved by the Client, in the absence of which the market value, to be proved by the Client, at the time when the damage or loss occurred, shall apply. The Freight Forwarder shall not be liable for loss of profit, consequential damage or loss, fines, excise and customs duties and immaterial damage from any cause whatsoever.
- 6. If, when the order is carried out, any damage or loss arises for which the Freight Forwarder is not liable, the Freight Forwarder shall make every effort to the best of its ability, but no further than may reasonably be required of it also taking into account the costs and the interest to recover the Client's damage or loss as far as possible from the party liable for the damage or loss. To the extent possible for a successful recovery, the Client shall fully cooperate in this and provide the Freight Forwarder with the necessary claim rights and all relevant information and documents. The Freight Forwarder shall be entitled to charge the Client for the costs incurred in this respect. If so requested, the Freight Forwarder shall assign to the Client its claims against the third parties engaged by it for the purpose of carrying out the order.
- 7. The Client shall be liable towards the Freight Forwarder for any damage or loss resulting from facts and circumstances imputable to the Client, such as those resulting from the (nature of the) goods and the packaging thereof, the incorrectness, inaccuracy or incompleteness of instructions, indications on packaging and other data provided by it directly or indirectly, failure to make the goods available at the agreed time and place or to do so in time, as well as failure to provide documents and/or instructions or to do so in time, and the fault or negligence in general of the Client and/or its subordinates and/or third parties engaged by it and/or working for it;
- 8. The Freight Forwarder shall never be responsible and liable for the quality and use of pallets, packing, packaging, warehouse space, means of transport etc. used by it.



- 9. The Client shall indemnify the Freight Forwarder against all claims by third parties, including subordinates of both the Freight Forwarder and the Client, relating to the facts and circumstances mentioned in the preceding paragraphs.
- 10. The Freight Forwarder, who itself is not a carrier, shall never be considered a carrier, even if allinclusive or flat-rate fees have been agreed and/or invoiced. The legal relationship existing between the parties shall be fully governed by these Terms and Conditions, unless expressly agreed otherwise between the parties.

FORCE MAJEURE

Article 8

- Force majeure shall exist if the performance of the contract is prevented in whole or in part, temporarily or otherwise, or if the performance becomes significantly more costly or onerous due to circumstances beyond the parties' control and/or due to circumstances on the Freight Forwarder's part, such as, but not limited to, strikes, staff problems, transport problems, weather conditions, as well as breach of contract by third parties whose services the Freight Forwarder uses.
- 2. In the event of force majeure, the contract shall remain in force, but the Freight Forwarder's obligations shall be suspended for the duration of the force majeure. If the force majeure situation lasts for more than three weeks, the Freight Forwarder shall have the right to terminate the contract by a written declaration to the other party in respect of the part not yet performed, without being liable to pay any compensation.
- 3. If the Freight Forwarder has already partly met its obligations before the occurrence of the force majeure, or can only partly meet its obligations, it will be entitled to separately invoice the already executed part or the part that can be executed, and the Client will be obliged to pay this invoice as if it were a separate contract.
- 4. All other and/or additional costs caused by force majeure, such as transport and storage costs, warehouse or site hire, demurrage and site fees, insurance premiums, removal costs and costs of third parties engaged for the order, etc., shall be borne by the Client.

PARTICULARS AND PAYMENT TERMS

- 1. The mere mention by the Client of a time of delivery shall not bind the Freight Forwarder.
- 2. Times of arrival are not guaranteed by the Freight Forwarder unless otherwise agreed in writing.
- 3. If carriers refuse to sign for piece count, weight, condition, etc., the Freight Forwarder shall not be responsible for the consequences thereof.
- 4. The Client shall be obliged to pay the Freight Forwarder the agreed charges, freights, duties, remuneration, etc. before the commencement of the services, unless otherwise agreed. The risk of exchange rate fluctuations shall be borne by the Client.



- 5. Suspension of payment by the Client, e.g. in case of damage or loss, or set-off against any counterclaim shall be expressly prohibited and any right to do so shall be excluded.
- 6. If a credit term is applied by the Freight Forwarder, the Freight Forwarder shall be entitled to charge a late payment surcharge.
- 7. The payment date or the credit term applied shall be regarded as a final deadline. On its expiry, the Client shall be in default by operation of law.
- 8. All claims, including future ones, of the Freight Forwarder against the Client shall be immediately due and payable in full if:
 - a payment term has been exceeded;
 - the Client has become bankrupt or has applied for a suspension of payments or submits a request for statutory debt rescheduling;
 - the Client offers a composition to its creditors;
 - the Client ceases its business;
 - the Client's property or claims are seized;
 - the Client (legal entity) is dissolved or liquidated;
 - the Client (natural person) is placed under guardianship or dies;
 - the contract is terminated, whether or not by giving notice;
 - the Client fails to perform any financial obligation towards the Freight Forwarder.
- 9. Pursuant to the freight forwarding contract, the Client shall be obliged, at the Freight Forwarder's first demand, to provide security for all that the Client owes or will owe to the Freight Forwarder, regardless of the existence of other securities.
- 10. The Freight Forwarder shall not be obliged to provide security from its own resources for the payment of freight, duties, levies and taxes, however referred to, and/or other costs, should this be required. All consequences from the failure to fulfil, or failure to promptly fulfil, an obligation to provide security shall be borne by the Client. If the Freight Forwarder has provided security from its own resources, it shall be entitled to demand from the Client immediate payment of the amount for which security has been provided.
- 11. The Client shall at all times be obliged to pay forthwith to the Freight Forwarder any amounts to be collected or recovered by any government authority in connection with the order as well as any related fines imposed, regardless of whether the Freight Forwarder has already paid such amounts. The Client shall also reimburse the Freight Forwarder for the aforesaid amounts if the Freight Forwarder is sued by a third party engaged by it in connection with the forwarding contract.
- 12. The Client shall not be entitled to set off debts in respect of amounts charged by the Freight Forwarder to the Client under any contract existing between them. Nor shall it have any right to suspend performance.
- 13. All invoices of the Freight Forwarder shall be paid by the Client in accordance with the payment terms stated on the invoice and irrespective of the presence of a consignment note, etc. Payment shall be made without deduction of any discount or without set-off or suspension on any account.



- 14. Payments shall first be applied to settle interest and costs on account of non-payment or late payment of outstanding claims and subsquently always to settle the oldest claims.
- 15. Complaints about the Freight Forwarder's invoices shall, under penalty of forfeiture of rights, be made in writing only and must be received by the Freight Forwarder within 10 days of the invoice date.
- 16. If any amount due to the Freight Forwarder by the Client has not been paid at the agreed time or in the absence of an agreed time within 30 days of the date of the relevant invoice, the Freight Forwarder shall be entitled to charge the Client interest at 10% per annum or the statutory interest whichever rate is higher as from the due date.
- 17. In the event of non-payment or late payment, the Client shall be liable to the Freight Forwarder for administrative, extrajudicial and judicial costs incurred in collecting the claim(s), as from the time the Client is in default. The administrative costs shall amount to 10% and the extrajudicial costs to 15% of the outstanding amount or to the actual costs if they are higher. These costs shall be payable whether or not they were actually incurred.

- 1. The Freight Forwarder shall have the right to refuse the delivery of goods, documents and monies which it has or will have in its possession in connection with the contract or in general in connection with services provided or to be provided, vis-à-vis any party if it has good reason to doubt the right to delivery of the party requesting the delivery.
- 2. The Freight Forwarder shall have a right of retention in respect of goods and documents in its possession in connection with services provided or to be provided vis-à-vis any party requiring their delivery. The Freight Forwarder shall not have this right if, at the time it received the goods, it had reason to doubt the Client's right to make the goods available.
- 3. The right of retention shall also pertain to charges encumbering the goods by way of cash on delivery as well as to the commission due to it in connection with the cash on delivery, for which it does not have to accept security.
- 4. The Freight Forwarder may also exercise the right of retention vis-à-vis the Client in respect of any amounts still owed to it under previous contracts, services provided or to be provided.
- 5. The Freight Forwarder may also exercise the right of retention vis-à-vis the consignee or other third party or interested party who in such capacity acceded to previous contracts or on whose behalf the services have been or will be provided, in respect of any amounts still owed to it in connection with such contracts or services, irrespective of what the debt relates to.
- 6. If there is any dispute about the amount due, the party claiming delivery shall be obliged to pay the undisputed part immediately and to provide security for the disputed part or for the part for which the amount has not yet been established.
- 7. All goods, documents and monies in the Freight Forwarder's possession in connection with the agreed activities or services carried out or to be carried out shall serve as pledge for all claims which it has against the Client or the interested party.



- 8. The Freight Forwarder shall have the right to consider any party who entrusts goods to the Freight Forwarder on behalf of the Client or other interested party for the performance of services or otherwise as being authorised by the Client or interested party to establish a right of pledge in respect of such goods.
- 9. The sale of the collateral shall take place at the risk and expense of the Client or the interested party in the manner provided by law or in a manner agreed by the Freight Forwarder and the Client.
- 10. The Client shall provide security for the payment of all that which the Client and/or third party and/or consignee and/or interested party owe(s) or will owe to the Freight Forwarder on whatever account.
- 11. As security, the Freight Forwarder shall have a right of retention as well as a right of pledge in respect of all goods, monies and documents of the Client or interested party which the Freight Forwarder has or will have in its possession at any time.
- 12. The right of pledge shall be established by the mere entering into the contract with the Freight Forwarder and bringing the goods, monies or documents under the Freight Forwarder's control, either directly or indirectly.
- 13. In case of any damage to the pledged goods, for which the Client has taken out insurance, the Client shall be obliged to transfer or pledge the claim under the insurance contract to the Freight Forwarder within 2 days of the Freight Forwarder's request to that effect at the Freight Forwarder's discretion unless the Client proceeds to the immediate payment of that which the Freight Forwarder is entitled to claim or provides adequate security for the obligations which are connected with the order or the goods and which are not yet due and payable.
- 14. The Freight Forwarder shall also be able to exercise its right of retention and pledge against the holder of a warehouse warrant in the same way as against the liable Client or interested party.
- 15. If the goods are sold by public auction as a result of the Freight Forwarder exercising the right of pledge, the costs of execution shall include all costs incurred by the Freight Forwarder itself or by third parties to be engaged in the execution in order to effect a public auction. Such costs shall also include the costs of a valuer engaged by the Freight Forwarder in advance. If the Freight Forwarder agrees with the Client or the warehouse warrant holder that a private sale may be conducted, all costs related to the preparation and realisation of such private sale shall be borne by the Client. The Freight Forwarder may recover these costs from the proceeds of the private sale. If the permission from the District Court (whether or not in Preliminary Relief Proceedings) proves to be necessary in order to effect the private sale, the costs to be incurred by the Freight Forwarder in obtaining such permission shall be borne in full by the Client, which costs the Freight Forwarder may also recover from the eventual sale proceeds.

Article 11

Court and arbitration proceedings against third parties shall not be conducted by the Freight Forwarder on the Client's behalf unless the Freight Forwarder expressly agrees to do so in writing at the Client's request. These proceedings shall be at the Client's risk and expense.



Article 12

- 1. Any claim of the Client against the Freight Forwarder and of the Freight Forwarder against the Client shall be barred by the mere expiry of nine months and shall lapse by the mere expiry of 18 months.
- 2. The periods mentioned in the preceding paragraphs shall commence on the day following the day on which the claim became due and payable or the day following the day on which the injured party became aware of the damage or loss. Without prejudice to the foregoing, for claims relating to damage to or depreciation or loss of goods, the aforementioned periods shall commence on the day following the day of delivery or the day on which the goods should have been delivered. The day of delivery shall mean the day on which the goods were made available or would have been made available to the Client or interested party and if the Freight Forwarder was charged with arranging the carriage if they were delivered or unloaded from the means of carriage or, if they were not delivered or unloaded, should have been delivered or unloaded.
- 3. In the event that the Freight Forwarder is sued by any government authority or third party, the time limit for the Freight Forwarder's recourse claim against the Client shall commence from the first of the following days:
 - a) the day following the day on which the Freight Forwarder is sued by any government authority or third party;
 - b) the day following the day on which the Freight Forwarder has settled the claim against it.
- 4. Unless the situation referred to in paragraph 3 of this article arises, a new time limit of three months shall commence if, after the original time limit, the Freight Forwarder is sued for the amounts it owes a third party.

Article 13

All contracts with the Freight Forwarder or all acts of, with or vis-à-vis the Freight Forwarder shall be governed by Dutch law.

The place of payment and settlement of claims shall be the Freight Forwarder's place of business.

Article 14

All disputes arising from or related to the forwarding contract shall be settled by the District Court of Rotterdam, Rotterdam location, to the exclusion of other Courts, subject to appeal.

Article 15

Anyone shall be free to use or reproduce these General Terms and Conditions by means of print, photocopy, CD-ROM, USB or any other information carrier, however, with the express mention of the copyright belonging to BZE, the Organisation of Seaport Freight Forwarders and International Logistics Service Providers in Rotterdam.

Article 16

These General Terms and Conditions may be cited as the "BZE Terms and Conditions".

