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General Conditions

Article 1:

Present general conditions are complete and integral part of each agreement by DGA SHIPPING B.V. undiminished the applicability of the General Conditions of the Forwarding Agents of Belgium 1980 on the shipping-forwarding operations and of the conditions of the bills of lading which are at your disposal at our head office. Hereof divergent particular stipulations are binding exclusively, if agreed on in writing, and apply exclusively on the agreements to which they have reference to.

Article 2:

The commissioner commits himself to indicate in good time and clearly the exact description of the nature, of the quality, the particularities, the number by pieces (this enumeration is not exhaustive), as well as all necessary and useful information concerning the goods, and to procure all instructions concerning the further handling and/or transportation. DGA Shipping B.V. has no obligation to control the accordance of the tendered goods with their description, concerning contents and/or quality. DGA SHIPPING B.V. is discharged of all reimbursement in compliance with the damage, originated by insufficient information.

Article 3:

The commissioner takes exclusive responsibility for all costs and/or for all losses, resulting of the non-observance of his obligations. Moreover he has the obligation to guarantee DGA SHIPPING B.V. from all claims of third parties for the material, non-material, physical and/or non-physical accidents and/or damages, imputable to the non-fulfilment of his obligations.

Article 4 :

The transport agreement between DGA SHIPPING B.V. and its commissioner is, at low water levels, subject to the usual low water charges. Any transport obligation in this agreement is subject to customary limitations regarding free and unimpeded navigation. Hereafter the full list of these restrictions and description of the applicable low water charges (unless separately low water surcharges have been agreed upon) :

SUPPLEMENTAL CHARGES FOR SMALL WATERS

1. The freightage agreed upon shall be increased without further ado by the supplemental charges for small water according to the following progressive rates:
 1. In the shipping traffic below Cologne (including) at a Cologne water level of :
 - 2,20 – 2,01 m by 30%
 - 2,00 – 1,81 m by 40%
 - 1,80 – 1,61 m by 50% of the freightage.



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2. In the shipping traffic above Cologne as well as to locations on the on the Moselle, on the Saar, on the Main, on the Danube and on the Neckar at a Kaub water level of :

1,50 – 1,36 m by 20%
1,35 – 1,21 m by 30%
1,20 – 1,01 m by 50%
1,00 – 0,91 m by 60%
0,90 – 0,81 m by 70% of the freightage.

2. At a Cologne water level of 1,60 m and below, or a Kaub water level of 0,80 m and below, the supplemental charges for small waters are agreed upon case per case. If an agreement about the amount of the charges is not reached in due time, the obligation to transport shall Lapse. As for the rest, the carrier shall have the rights from § § 13,14 of the IVTB.
3. For shipping traffic on the Danube agreements on water levels and supplemental charges for small water remain subject to change. If there is no agreement, the customary charges for small waters shall apply.
4. The calculation of the supplemental charges for small water is based on the lowest water level mesured from the chartering of the vessel to the arrival at the destination.

LAPSE OF THE OBLIGATION TO ACCEPT AND TRANSPORT THE GOODS

1. The obligation to accept and transport the goods shall Lapse on any waterway without further ado, no matter whether the goods have already been taken on board or loaded or whether the ship has already set out or not, if the following events or circumstances have arisen generally or only with reference to the ship which has the goods on board :

- a) force majeure, war, civil war, mobilisation, military undertakings, riot, sabotage, strike, lock-out, blockade, civil commotion;
- b) official measures and interventions, import, export, and transit restrictions or interdictions, seizures or requisitions;
- c) barrages to navigation of any kind or accidents of navigation, interferences or terminations of operation in sluice-gates, canals, docks, or other institutions of navigation, disruptions of traffic, obstructions of traffic in seaports, or closure of the navigation.
- d) natural phenomens, floods, inundations, ice and danger of ice.
- e) Small water (in the shipping traffic below Cologne at a Cologne water level of 1,60 m and below, in the shipping traffic above Cologne as well as to locations on the on the Moselle, on the Saar, on the Main, on the Danube and on the Neckar at a Kaub water level of 0,80 m)

2. During the whole duration of one of these cases and a further fortnight past it, the carrier shall be entitled to charge demurrages plus costs for extra expenditure for all delays in the shipping turnaround as well as, at his option :

- a) either to execute the transport and to impose a freight surcharge for the whole trade agreed upon and to take all extra expenditures incurred to the carrier compared to a normal order processing at the expense of the goods, the participants in the cargo beingt liable jointly and severally for the extra expenditure.



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b) or to rescind the contract totally and to charge dead freight pursuant to § 11 of the IVTB and to discharge goods already loaded at the place he thinks appropriate on behalf, for account and at the risk of the participants in the cargo or to have them discharged and to put them into storage or re-forward them by other means. All additional costs, the extra freightage and the expenditure incurred through the discharge in the intermediate dock, storage, or re-forwarding shall be borne by the participants in cargo.

The carrier possesses the abovementioned rights even if he should fail to notify sender and addressee of the occurrence of the event.

3. The sender shall be able to rescind the contract in the cases of section 1 a) tot e) provided that he pays the costs of the renewed unloading and the full freightage according to § 11 section 1 c of the IVTB.

4. The sender and the addressee shall be liable jointly and severally vis-à-vis the carrier for any daily freightage charged additionally, freight surcharges, demurrages, and other extra expenditure.

5. If the start of the voyage is permanently impeded by an accident or a circumstance which the carrier is not responsible for pursuant to these Loading and Transport Conditions, then the contract of carriage shall be suspended without one party being obliged to indemnify the other..

In particular, the following situations shall have to be considered a permanent impediment:

If the ship by which the transport had to be effectuated is lost or damaged to such an extent that it cannot set out without extensive repair of the ship; particularly such a repair which necessitates the complete discharge of the cargo shall be deemed a repair of this kind;

If the goods to be transported are lost, provided that they are designated not only as to the class and the line of goods but especially in the contract of carriage or have already been loaded or in any case taken on board by the carrier.

Article 5:

DGA Shipping B.V. takes no responsibility for the material, non-material, physical and/or non-physical accidents and/or damages and/or losses, on whatever account, nothing excepted, unless proven that the accidents, damages and/or losses are imputable to the design or the grievous error, assimilable to design, by DGA SHIPPING B.V., respectively its appointees.

Article 6:

For any given insurance mandate it is explicitly agreed that DGA SHIPPING B.V. will be solely considered as intermediary without any liability.

Article 7:

All claims, considered by the commissioner, have to be introduced within six months on penalty of expiration, insofar no other terms are established by compelling legal provisions. This said period will commence to run as from the completion of the order. In case of contest hereabout, the date of remittance of the invoice will count. In addition to the precited expiration of claim, no other complaint will be accepted, if non written reservation has been made to DGA SHIPPING B.V. for loss and visible damage within three days after the ending of the mandate and for loss and invisible damage within seven days after the ending of the mandate. These terms are valid as far as no other terms are established by compelling legal provisions.

Article 8:

All invoices are to be paid cash and portable at the address of DGA SHIPPING B.V. In case of non-observance, DGA SHIPPING B.V. will be entitled without notice to account an interest of 1 per cent a month, from the date of the invoice. Moreover, it is explicitly agreed that DGA SHIPPING B.V. will be entitled without further notice to bring in account a compensation of 10% in case of the exceeding of the terms of payment by more than thirty days.

Article 9:

Disputes, if any, that may arise between the parties, are of the exclusive competence of the courts of the Antwerp District or the Justice of Peace of the social seat of DGA Shipping B.V. It is explicitly agreed that only by written consent of DGA SHIPPING B.V. can be departed hereof.