

## ***GENERAL TERMS OF LOGIC4L B.V.***

***Trading under the name Logic4l  
Castorstraat 8, 5047 RC Tilburg (NL)  
Chamber of commerce registration number Tilburg: 55169732***

---

### **Article 1      Applicability, definitions**

- 1. All offers, agreements and resultant obligations of or with Logic4l are subject to the following (depending on the activities):**
  - a. The General Transport Conditions (Algemene Vervoerscondities - 'AVC2002') filed with the registries of the District Courts in Amsterdam and Rotterdam;**
  - b. The Convention on the Contract for the International Carriage of Goods by Road ('CMR');**
  - c. The Dutch Forwarding Conditions ('FENEX2004') filed with the registries of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam;**
  - d. The Physical Distribution terms ('PD2000') filed with the registries of the District Courts in Amsterdam and Rotterdam. The most recently filed version of each of the above terms will always apply.**
- 2. The provisions as contained in the articles of these specific general terms apply to situations covered by the terms specified at 1a to 1d. In the event of a conflict between the provisions of the terms specified at 1a to 1d and the provisions of these general terms, the provisions of these general terms will prevail.**
- 3. If Logic4l deviates from the provisions of the terms specified under 1a to 1d or of these general terms in an offer or contract, the provisions of the offer or contract will prevail.**
- 4. Logic4l's client will hereinafter be referred to as 'customer'.**
- 5. In these general terms, 'written' refers to: by letter, by e-mail, by fax or any other means of communication which can be deemed equivalent to these in view of the current state of technology and accepted practice.**

### **Article 2      Formation of contract**

- 1. Logic4l issues quotations (with or without appendices) that inform its customers of the rates at which and the conditions under which Logic4l is able to provide logistic agency services. In the absence of an explicit agreement to the contrary the maximum period of validity of a quotation is until the end of the calendar month in which the quotation is issued. If the customer accepts the offer set out in the quotation, Logic4l will provide the logistic agency services described in the offer for the customer under the conditions described in the offer.**
- 2. If the customer's acceptance deviates from the offer on significant points, the contract will not be formed until Logic4l has expressly accepted these deviations in writing or as soon as Logic4l has started executing these agreements.**
- 3. If a customer gives an assignment to Logic4l without a prior offer or in the case of verbal agreements, Logic4l will only be bound by this assignment or these verbal agreements when it has confirmed them to the customer in writing or as soon as Logic4l has started executing these agreements without objection from the customer.**

### **Article 3      Charges**

- 1. Specified or agreed charges apply for the provision of logistical services excluding turnover tax and customs duties unless agreed otherwise.**
- 2. If circumstances affecting Logic4l arise between the date of the offer and the execution of the logistical services which increase the (cost) price as a result of laws and regulations, exchange rate fluctuations, changes in diesel prices etc. Logic4l is entitled to increase the agreed charge and/or the applicable surcharge(s) accordingly and charge them on to the customer.**

### **Article 4      Cancellation of the contract**

- 1. The customer is obliged to provide the cooperation required for Logic4l's performance of logistical services. This expressly includes the obligation to accept the supplied services and provide access to the place where the delivery must take place. Acceptance is deemed to have been refused if the stipulated goods are offered to a customer for delivery, but delivery was not possible. The day on which acceptance is refused constitutes the day of delivery.**
- 2. Assignments can only be cancelled or the execution of the work can only be suspended in full or in part with written permission from Logic4l subject to any conditions which it might attach to this.**

## **Article 5      Complaint/shortfall**

1. *The customer is obliged to check the goods to be delivered or have them checked before or no later than the time of delivery for quantity and external quality.*
2. *The customer should record shortfalls relating to the quantity on the shipping note immediately upon delivery or unloading.*
3. *The customer should record shortfalls relating to the quality of the delivered goods including both externally visible damage and defects which have been or could have been discovered during the inspection referred to at 6.1 on the shipping note immediately upon delivery or unloading and confirm them in writing to Logic4l as soon as possible but in all cases within 24 hours of delivery.*
4. *If complaints are not made in time, correctly and completely, the customer will be deemed to have approved the delivered goods. Complaints of any kind will then have no value and no legal consequence, and will no longer be considered by Logic4l.*
5. *If goods have been processed, consumed or traded in full or in part, they have thereby been approved and any liability on the part of Logic4l will lapse as a result.*
6. *Complaints do not give the customer any right to suspend payment of an invoice unless Logic4l expressly agrees to this in writing.*

## **Article 6      Advice and instructions**

*Advice and instructions by any name relating to the use, securing etc. of goods from Logic4l or another party are provided without prejudice and without any liability on Logic4l's part.*

## **Article 7      Payment**

1. *In the event of delivery in batches, each batch can be invoiced separately by Logic4l.*
2. *In the absence of an explicit written agreement to the contrary payment must be received within the term of payment stipulated in the quotation. If the customer does not object to an invoice within the stipulated term of payment the invoice shall be considered to have been approved by the customer.*
3. *The customer is not entitled to invoke the offsetting of debts unless Logic4l has acknowledged the counterclaim in full and unconditionally.*
4. *If an invoice has not been paid in full following the end of the period specified in paragraph 2, the customer will be required to pay Logic4l late payment interest equal to 2% per month, to be calculated cumulatively on the principal sum. Parts of a month are thereby treated as a full month.*
5. *If payment remains outstanding after a reminder from Logic4l, Logic4l is also entitled to charge extra-judicial collection costs to the customer.*
6. *For claims with a principal sum of up to EUR 25,000 the collection costs referred to at point 5 of this article will be:*
  - a. *15% of the amount of the principal sum for the first EUR 2,500 of the claim (with a minimum of EUR 40);*
  - b. *10% of the amount of the principal sum for the next EUR 2,500 of the claim ;*
  - c. *5% of the amount of the principal sum for the next EUR 5,000 of the claim ;*
  - d. *1% of the amount of the principal sum for the next EUR 15,000 of the claim ;*
7. *If the principal sum exceeds EUR 25,000, Logic4l is entitled to charge the customer extra-judicial collection costs on the first EUR 25,000 in accordance with point 6 of this article, and for the remainder to charge extra-judicial costs of 10% of that remainder to the customer.*
8. *For the calculation of the extra-judicial collection costs, Logic4l is entitled to increase the principal sum of the claim after 1 year by the cumulative late payment interest accrued in that year in accordance with point 4 of this article.*
9. *In the absence of full payment from the customer Logic4l is entitled to dissolve the contract without further notice of default or judicial intervention by means of a written declaration or to suspend its obligations under the contract until the payment has been made or the customer has furnished appropriate security for this. Logic4l also has the aforementioned right of suspension if it has well-founded reasons for doubting the sender's creditworthiness before the customer is in default with the payment.*
10. *Logic4l will first apply the payments made by the customer against all interest and costs owed and then for the payment of invoices which have been outstanding longest, unless the customer expressly states in writing with the payment that the payment relates to a later invoice.*

## **Article 8      Bankruptcy etc**

*If the customer fails to comply, to comply properly or to comply on time with any obligation imposed on it under the contract concluded with Logic4l , and in the event of its bankruptcy, payment moratorium, being placed in administration or suspension or liquidation of its business, or if the customer transfers its business to third parties, concludes a settlement with its creditors, has its bank credit cancelled, has the execution of its payment instructions suspended by the bank, or has an attachment made against it, the customer is deemed to be legally in default and Logic4l will be entitled at its discretion without any obligation to pay compensation and without prejudice to further rights accruing to Logic4l to*

*dissolve the contract in full or to suspend the execution of the contract without the need for notice of default or judicial intervention. In those cases all Logic4l's claims against the customer will become immediately due and payable and Logic4l will be entitled to demand immediate settlement of everything to which it is entitled.*

### **Article 9 Liability and indemnity**

- 1. If Logic4l becomes liable with respect to the customer as a result of not performing, not performing in time or not performing in full, in any way, the customer must give Logic4l the opportunity to nonetheless perform correctly and fully.*
- 2. Logic4l's liability will never exceed the amount of the invoice for the performance from which its liability has arisen.*
- 3. Logic4l's liability is expressly restricted to the provisions of point 1 and point 2 of this article and it will never be liable for further loss, consequential loss, trading loss, loss of profits and loss resulting from a claim by third parties against the customer.*
- 4. Logic4l's liability with respect to the customer for the goods and/or services supplied by it will never go beyond the liability which its suppliers of the goods and/or services in question have with respect to Logic4l.*
- 5. Logic4l will never be liable with respect to third parties for loss which occurs during the execution of the contract which is subject to these terms other than what it would be with respect to the customer. The customer indemnifies Logic4l against further liability.*

### **Article 10 Force majeure**

*In the event of force majeure, a non-attributable shortcoming on Logic4l's part in its compliance with its obligations, Logic4l has the right on that basis:*

- a. To suspend the execution of the contract or to declare the contract concluded with the customer dissolved in full or in part;*
- b. In the event of partial dissolution, Logic4l can invoice separately for the non-dissolved part of the contract. Force majeure will include a failure and/or shortcoming by or at suppliers and/or carriers, fire, strike or lock-out, war, riots or civil commotion, mobilisation, government measures which impede or prohibit the execution of assignments, flooding, business disruption by circumstances, irrespective of whether the possibility that these circumstances would arise was already foreseeable at the time when the contract was concluded.*

### **Article 11 Applicable law**

- 1. The contract concluded between Logic4l and the customer is governed exclusively by Dutch law.*
- 2. Any disputes will be settled by the competent court in the place where Logic4l is domiciled, albeit that Logic4l always retains the entitlement to submit the issue to the competent court in the place where the customer is domiciled.*
- 3. If the customer is domiciled outside the Netherlands, Logic4l is entitled to act in accordance with the provisions of point 2 of this article or - at its discretion - to submit the disputes to the competent court in the country or state where the customer is domiciled.*

### **Article 12 Other provisions**

Road freight	Measurement/weight ratio 1 loading metre	1 m3 = 330 kg chargeable weight = 1750 kg chargeable weight
Sea freight	Measurement/weight ratio	1 M3 = 1000 kg chargeable weight
Air freight	Chargable weight	1 m3 = 167 kg chargeable weight

*Logic4l will provide a first copy of the requested general terms at the customer's request.*

*Tilburg, 22 November 2012.*