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### Directe Vertegenwoordiging

Beste,

Volgens uw instructies wilt u dat wij, Venix International B.V., uw zending aangeven ter inklaring bij de douane.

Om het voor ons mogelijk te maken om op uw naam een zending ter inklaring aan te geven is het van belang dat u enkele documenten invult.

Bijgaand vind u een aantal documenten.

Deze documenten betreffen een overeenstemming over de door ons uitgevoerde handelingen omtrent de inklaringen.

Wij zouden deze graag ingevuld en bestempeld per post retour ontvangen.

Daar wij deze documenten, indien nodig, origineel aan de douane moeten overhandigen.

Gelieve er rekening mee te houden dat deze documenten getekend dienen te worden door degene hiertoe gemachtigd op de KvK van uw firma.

Indien u vragen heeft gelieve contact op te nemen met ons kantoor.  
Daar wij u graag in deze willen assisteren.

Met vriendelijke groet,

Vincent van Berkel



**Overeenkomst/machtiging voor het optreden als direct vertegenwoordiger**

Stippelijnen geven aan dat een nadere invulling wordt vereist.

Ondergetekenden,

**Opdrachtgever / Directe vertegenwoordigde**

Bedrijfsnaam: .....

Adres: .....

Postcode, Plaats: .....

Land: .....

KvK Nummer\*: ..... BTW-Nummer\*: .....

Paspoortnummer\*: ..... EORI Nummer\*: .....

*\* Indien van toepassing invullen*

**Expeditieonderneming / Direct Vertegenwoordiger**

Bedrijfsnaam: Venix International (Logistics) B.V.

Adres: Frobenstraat 19C

Postcode, Plaats: 3045 RD Rotterdam

Land: Nederland

Partijen verklaren te zijn overeengekomen als volgt:

Opdrachtgever machtigt en verleent opdracht aan de Expeditieonderneming, conform artikel 5 lid 2, eerste gedachtestreepje van het Communautair Douanewetboek (Verordening nr. 2913/92/EG), tegen de overeengekomen vergoeding, de in douanewetgeving – en voor zover mogelijk uit andere wetgeving – voorgeschreven aangiften te verrichten ‘in naam en voor rekening van’ Opdrachtgever. Deze machtiging en de opdracht geldt voor de door/ten behoeve van de Opdrachtgever aangebrachte goederenzendingen en voor welke zending(en) de Opdrachtgever de bescheiden/informatie aan de Expeditieonderneming heeft verstrekt. Deze machtiging en opdracht omvat alle handelingen en communicaties tot en met de beëindiging van de verificatie en in verband met de uitreiking van de mededeling van de douaneschuld.

Daarnaast machtigt de Opdrachtgever de Expeditieonderneming en verleent opdracht aan de Expeditieonderneming tot:

- zowel het doen van verzoeken tot terugbetaling/kwijtschelding als het indienen van bezwaarschriften in verband met onjuiste gegevens in de aangifte ten opzichte van de informatie zoals verstrekt ten tijde van het verlenen van de opdracht.
- het op verzoek van de Opdrachtgever overgaan tot zowel het doen van verzoeken tot terugbetaling/kwijtschelding als het indienen van bezwaarschriften omdat onjuiste informatie is verstrekt ten tijden van het verlenen van de opdracht.
- Het indienen van bezwaarschriften voor zover het correcties betreft tot de beëindiging van de verificatie.

Het doen/indienen van overige verzoeken, bezwaarschriften en het instellen van beroep dient per geval separaat te worden overeengekomen.

In verband met machtiging is de Opdrachtgever verplicht een bewijs van het bestaan van de onderneming, de huidige vestigingsplaats en wie bevoegd is om deze onderneming rechtsgeldig te vertegenwoordigen aan de Expeditieonderneming te overleggen (Bijvoorbeeld een actueel uittreksel van de inschrijving van de onderneming in het Handelsregister of een verklaring van de onderneming waaruit de bevoegdheid van de persoon die de volmacht verleent blijkt). Indien de Opdrachtgever een particulier betreft dient deze een kopie van zijn paspoort/identiteitskaart te overleggen.

Paraaf Opdrachtgever \_\_\_\_\_  
 Paraaf Direct Vertegenwoordiger \_\_\_\_\_



#### **Artikel 1. ALGEMENE BEPALINGEN**

- 1.1 Tenzij anders overeengekomen, zijn de op de verhouding tussen partijen de **Nederlandse Expeditievoorwaarden** van toepassing, inclusief de arbitrageclausule. Van toepassing is dan de laatste versie van de Nederlandse Expeditievoorwaarden die geldt op het moment van het verrichten van de handelingen/werkzaamheden.
- 1.2 De volgende bijlagen vormen onderdeel van dit contract:
- Bijlage a) De Nederlandse Expeditievoorwaarden.
  - Bijlage b) Checklist 'Benodigde informatie en documenten'.
- 1.3 Tenzij anders overeengekomen zal de Direct Vertegenwoordiger op basis van de hem bekende informatie – indien het belang van de Opdrachtgever daarmee wordt gediend-, aanwezig zijn bij de monsterneming en fysieke opnames.
- 1.4 De Direct Vertegenwoordiger is – indien hij dit zo spoedig mogelijk kenbaar maakt – gerechtigd om het verrichten van handelingen en werkzaamheden voortvloeiend uit deze overeenkomst/machtiging, te weigeren.

#### **Artikel 2. VERPLICHTINGEN VAN PARTIJEN**

- 2.1 De Opdrachtgever is verplicht alle benodigde bescheiden, inlichtingen en gegevens nodig voor het uitvoeren van deze overeenkomst (ook per individuele zending/transactie) aan de Direct Vertegenwoordiger te verstrekken die mede op basis van de toepasselijke regelgeving en deze overeenkomst kunnen worden verlangd.
- 2.2 De Direct Vertegenwoordiger dient van de Opdrachtgever de benodigde bescheiden, inlichtingen en gegevens te verlangen waarvan het belang om een juiste aangifte te verrichten bij hem redelijkerwijs bekend is.
- 2.3 De Direct Vertegenwoordiger zal op basis van bovengenoemde gegevens de aangifte verrichten.

#### **Artikel 3. ZEKERHEIDSTELLING / BETALING VAN RECHTEN / TERUGBETALING VAN RECHTEN**

- 3.1.1 Tenzij anders overeengekomen zal voor de zekerheidstelling en de betaling van rechten, heffingen en belastingen aan de Belastingdienst / Douane gebruik worden gemaakt van de faciliteiten van de Direct Vertegenwoordiger.
- 3.1.2 Tenzij anders overeengekomen komen de terugbetaling van rechten, heffingen en belastingen door de Belastingdienst / Douane rechtstreeks ten gunste van de Direct Vertegenwoordiger.

#### **Artikel 4. ADMINISTRATIEVERPLICHTING**

- 4.1 De Direct Vertegenwoordiger is op basis van de aan hem verstrekte vergunning 'elektronisch aangegeven' verplicht een administratie te voeren, waarin per aangifte de (originele) documenten en bescheiden moeten worden bewaard. De Opdrachtgever is verplicht gedurende dezelfde periode een afschrift van de door hem verstrekte documenten en bescheiden te bewaren.
- 4.2 Onverlet artikel 4.1 is de Opdrachtgever wettelijk verplicht alle gegevens met betrekking tot de aangifte, de bescheiden en de overige gegevens met betrekking tot de transactie te bewaren in zijn administratie voor zover die behoren bij de aangifte.

#### **Artikel 5. DUUR EN BEËINDIGING/INTREKKING VAN DE OVEREENKOMST/MACHTIGING**

- 5.1 Deze overeenkomst/machtiging wordt aangegaan/geldt voor onbepaalde tijd, ingaande datum van ondertekening. De overeenkomst/machtiging kan worden opgezegd/ingetrokken met inachtneming van een termijn van 3 maanden.
- 5.2 Opzegging/intrekking dient per aangetekende brief te geschieden.
- 5.3 Hetgeen wordt bepaald in deze overeenkomst/machtiging blijft, voor zover relevant in verband met het voldoen aan de verplichtingen van overheidswege, ook na opzegging/intrekking van de overeenkomst/machtiging gelden.
- 5.4 De Direct Vertegenwoordiger is gerechtigd deze machtiging ook na intrekking – in het kader van eventuele controles van overheidswege – te bewaren.

Paraaf Opdrachtgever \_\_\_\_\_  
Paraaf Direct Vertegenwoordiger \_\_\_\_\_



**Artikel 6. DERDEN**

6.1 De Expeditieonderneming is gerechtigd de uitvoering van deze overeenkomst/machtiging te laten geschieden door de hierna genoemde derde.

Bedrijfsnaam:	European Customs Support B.V.	Customs Clearance Moerdijk B.V.
Adres:	Bergambachtstraat 12	Plaza 6
Postcode, Plaats:	3079 DA Rotterdam	4782 SK Berlicum
Land:	Nederland	Nederland

6.2 Bovengenoemde derde kan zich beroepen op de Nederlandse Expeditievoorwaarden (inclusief de arbitrageclausule).

6.3 De benodigde bescheiden, inlichtingen en gegevens, waarvoor deze machtiging, dienen aan bovengenoemde derde ter beschikking te worden gesteld.

**Opdrachtgever, rechtsgeldig vertegenwoordigd door:**

Volledige Naam: .....

Functie: .....

Datum en plaats: .....

Handtekening (en stempel) .....

**Expeditieonderneming, vertegenwoordigd door:**

Volledige Naam: Dhr. V. van Berkel

Functie: Directeur

Datum en plaats: .....

Handtekening (en stempel) .....

Paraaf Opdrachtgever \_\_\_\_\_  
Paraaf Direct Vertegenwoordiger \_\_\_\_\_

**DUTCH FORWARDING CONDITIONS**  
**GENERAL CONDITIONS**  
**OF THE**  
**FENEX (Netherlands Association for Forwarding and Logistics)**

deposited at the Registry of the District Courts at Amsterdam,  
Arnhem, Breda and Rotterdam on 1 July 2004

**Applicability**

Article 1.

1. These general conditions shall apply to any form of service which the forwarder shall perform. Within the framework of these general conditions the term forwarder must not be understood exclusively to mean the forwarder as contemplated in Book 8 of the Dutch Civil Code. The party ordering the forwarder to carry out operations and activities shall be considered the forwarder's principal, regardless of the agreed mode of payment.
2. With respect to the operations and activities, such as those of shipbrokers, stevedores, carriers, insurance agents, warehousing and superintending firms etc. which are carried out by the forwarder, the conditions customary in the particular trade, or conditions stipulated to be applicable, shall also be applicable.
3. The forwarder may at any time declare applicable provisions from the conditions stipulated by third parties with whom he has made contracts for the purpose of carrying out the orders given to him.
4. The forwarder may have his orders and/or the work connected therewith carried out by third parties or the servants of third parties. In so far as such third parties or their servants bear statutory liability towards the forwarder's principal, it is stipulated on their behalf that in doing the work for which the forwarder employs them they shall be regarded as solely in the employ of the forwarders. All the provisions (inter alia) regarding non-liability and limitation of liability and also regarding indemnification of the forwarder as described herein shall apply to such persons.
5. Instructions for delivery C.O.D., against banker's draft etc., shall be deemed to be forwarding work.

**Contracts**

Article 2.

1. All quotations made by the forwarder shall be without any obligation on his part.
2. All prices quoted and agreed shall be based on the rates, wages, costs incidental to social security and/or other provisions of law, freight and exchange rates applying at the time of quotation or contract.

3. Upon any change in any or more of these factors the quoted or agreed prices shall likewise be altered in accordance therewith and retroactively to the time such change occurred.  
The forwarder must be able to prove the change(s).

#### Article 3.

1. If the forwarder charges all-in or fixed rates, as the case may be, these rates shall be deemed to include all costs that in the normal procedure of handling the order are for the account of the forwarder.
2. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, cost of preparing bank guarantees and insurance premiums.
3. For work of a special nature, unusual job or work requiring a special amount of time or effort, an additional reasonable amount may at all times be charged.

#### Article 4.

1. In the event of loading and/or unloading time being inadequate - regardless of the cause thereof - all costs resulting therefrom, such as demurrage, etc., shall be borne by the principal, even when the forwarder has accepted the bill of lading and/or charter party from which the additional costs arise without protestation.
2. Expenses of an exceptional nature and higher wages arising whenever carriers by virtue of any provision in the shipping documents load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays, shall not be included in the agreed prices, unless specifically stipulated. Any such costs shall therefore be refunded by the principal to the forwarder.

#### Article 5.

1. Insurance of any kind shall be arranged only upon specific instructions in writing at the principal's expense and risk. The risks to be covered shall be clearly stated. A mere statement of the value is not enough.
2. If the forwarder has taken out any insurance in his own name he shall be bound - if so requested - only to transfer his claims against the insurer to his principal.
3. The forwarder shall not be responsible as regards the choice of the insurer and the latter's solvency.
4. When the forwarder uses derricks and any other such equipment for carrying out his orders he shall be entitled to take out insurance at his principal's expense to cover the forwarder's risk arising through the use of such equipment.

#### Article 6.

1. Unless agreed otherwise in writing, the supplying to the forwarder of data required for customs formalities shall imply an order to perform such formalities.

## **Performance of the contract**

### Article 7.

1. If the principal has not given any specific instructions with his order, the mode and route of transport shall be at the forwarder's option and the forwarder may at all times accept the documents customarily used by the firms with which he contracts for the purpose of carrying out his orders.

### Article 8.

1. The principal shall ensure that the goods are tendered at the agreed place and time.
2. The principal shall ensure that the documents required for receipt and for despatch, as well as the instructions, are in the forwarder's possession in proper time.
3. The forwarder shall not be obliged but shall be entitled to investigate whether the specifications stated to him are correct and complete.
4. In the absence of documents, the forwarder shall not be obliged to receive against a guarantee. Should the forwarder furnish a guarantee, he shall be saved harmless by his principal from and against all the consequences thereof.

### Article 9.

1. All operations such as inspecting, sampling, taring, tallying, weighing, measuring etc., and receiving goods subject to appraisal by a court-appointed expert shall take place only on the principal's specific instructions and upon reimbursement of the costs thereof.
2. Nevertheless, the forwarder shall be entitled, but not obliged, on his own authority and at his principal's expense and risk to take all such action as he deems necessary in the principal's interest.
3. The forwarder shall not act as an expert. He shall in no way be liable for any notification of the state, nature or quality of the goods; nor shall he be under any obligation to ensure that the shipped goods correspond with the samples.

### Article 10.

1. The addition of the word "approximately" shall allow the principal the freedom to supply 2.5% more or less.

## **Liability**

### Article 11.

1. All operations and activities shall be at the principal's expense and risk.
2. Without prejudice to the provisions of Article 16, the forwarder shall not be liable for any damage whatsoever, unless the principal shall prove that the damage has been caused by fault or negligence on the part of the forwarder or the latter's servants.

3. The forwarder's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage, on the understanding that in the event of damaging, loss of value or loss of the goods comprised in the order, the liability shall be limited to 4 SDR per kilogram damaged or lost gross weight, the maximum being 4,000 SDR per consignment.
4. The loss to be indemnified by the forwarder shall never exceed the invoice value of the goods, to be proved by the principal, in default whereof the market value - to be proved by the principal - at the time when the damage has occurred shall apply. The forwarder shall not be liable for lost profit, consequential loss, and pain and suffering.
5. If during the execution of the order damage occurs for which the forwarder is not liable, the forwarder shall make efforts to recover the principal's damage from the party that is liable for the damage.  
The forwarder shall be entitled to charge to the principal the costs incidental thereto. If so requested, the forwarder shall waive in his principal's favour his claims against third parties engaged by him for the purpose of carrying out the order.
6. The principal shall be liable towards the forwarder for any damage as a consequence of the (nature of the) goods and the packaging thereof, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to tender the goods or not doing so in time at the agreed place and time, as well as the failure to supply -- or to do so in time -- documents and/or instructions, and fault or negligence in general on the part of the principal and the latter's servants and third parties called in or engaged by him.
7. The principal shall indemnify the forwarder against third-party claims connected with the damage referred to in the foregoing paragraph, such third parties including servants of both the forwarder and the principal.
8. Even where all-in or fixed rates, as the case may be, have been agreed, the forwarder, who is not a carrier, shall be liable under the present conditions and not as a carrier.

#### Article 12.

1. To be regarded as force majeure are all circumstances which the forwarder could not reasonably avoid and the consequences of which the forwarder could not reasonably prevent.

#### Article 13.

1. In the event of force majeure, the contract shall remain in force; the forwarder's obligations shall, however, be suspended for the duration of the event of force majeure.
2. All additional costs caused by force majeure, such as carriage and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance, removal, etc., shall be borne by the principal and shall be paid to the forwarder at the forwarder's initial request.

#### Article 14.

1. The mere statement by the principal of a time for delivery shall not be binding upon the forwarder.
2. The forwarder does not guarantee arrival times, unless agreed otherwise in writing.

#### Article 15.

1. If the carriers refuse to sign for number or weight of pieces or items etc., the forwarder shall not be liable for the consequences thereof.

### **Imperative law**

#### Article 16.

1. If the goods are not delivered without delay at the place of destination in the state in which they were tendered, the forwarder, in so far as he has carried out a contract of transport himself which he was to conclude with a third party, is obliged to notify this forthwith to the principal who has notified him of the damage.
2. If the forwarder fails to make notification as referred to in the first paragraph and if as a result thereof he has not been called upon as a carrier in time, he shall, in addition to being liable for payment of the further damage sustained by the principal as a result thereof, be liable to pay compensation equal to the damages he would have had to pay, if he had been called upon as a carrier in time.
3. If the goods are not delivered without delay at the place of destination in the state in which they were tendered, the forwarder, in so far as he has not carried out a contract of transport himself which he was to conclude with a third party, is obliged to inform the principal forthwith which contracts of transport he has entered into to fulfil his obligation. He is also obliged to put at the disposal of the principal all documents in his possession or which he can reasonably supply, at any rate in so far as they may be used to claim damages sustained.
4. As from the point of time at which he informs the forwarder unequivocally that he wishes to exercise such rights and powers, the principal shall obtain as against the party with whom the forwarder has conducted business the rights and powers to which he would have been entitled if as a shipper he had concluded the contract himself. He shall be free to take legal action in this matter if he submits a statement to be issued by the forwarder - or in case the forwarder has gone into compulsory liquidation, by the forwarder's liquidator - that between him and the forwarder with respect to the goods a contract for the carriage thereof was concluded.
5. If the forwarder fails to comply with an obligation as referred to in the third paragraph, he shall, in addition to being liable for payment of the further damage sustained by the principal as a result thereof, be liable to pay compensation equal to the damages which the principal would have received from him if he himself had carried out the contract concluded by him, less the damages which the principal may have received from the carrier.

## Payment

### Article 17.

1. The principal shall pay to the forwarder the agreed remuneration and other resulting costs, freights, duties, etc., ensuing from the contract and/or these conditions, upon arrival or despatch of goods which are being received or forwarded respectively. The risk of exchange rate fluctuations shall be borne by the principal. The agreed remuneration and other resulting costs, freights, rights, etc., ensuing from the contract and/or these conditions, shall also be due if in the performance of the contract damage has occurred.
2. If, in contravention of paragraph 1 of this article, the forwarder allows deferred payment, the forwarder shall be entitled to make an additional credit limit charge.
3. If the principal does not pay the amount due immediately upon notice to that effect or, as the case may be, after lapse of the term of deferred payment, the forwarder shall be entitled to charge the legal interest in conformity with Articles 6:119 or 6:119a Dutch Civil Code.
4. In the event of cancellation or dissolution of the contract, all claims of the forwarder, with the inclusion of future claims, shall become due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if:
  - the principal is involuntarily wound up, the principal applies for suspension of payment or otherwise loses the unrestricted disposition over his assets;
  - the principal offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to the forwarder, ceases to trade or - where the principal is a legal entity or a corporate body - if the legal entity or the corporate body is dissolved.
5. The principal shall be reason of the forwarding contract and upon demand by the forwarder provide security in the form of a bond with sureties for any amount for which the principal is or may be indebted to the forwarder. The principal is also so obliged where he already has to provide or has provided security in the form of a bond with sureties in connection with the amount owed.
6. The forwarder shall not be obliged out of his own means to provide security in the form of a bond with sureties for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand to provide security in the form of a bond with sureties shall be borne by the principal.  
If the forwarder has provided security in the form of a bond with sureties out of his own means, he may demand that the principal pay the amount for which security has been provided security in the form of a bond with sureties.
7. The principal shall at all times be obliged to indemnify the forwarder 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 the forwarder.  
The principal shall also reimburse the said amounts to the forwarder if a third party called in by the forwarder demands payment within the framework of the forwarding contract.

8. The principal shall at all times indemnify the forwarder for any amounts as well as for all additional costs that may be claimed or additionally claimed from the forwarder in connection with the order as a result of incorrectly charged freight rates and costs.
9. The principal shall not be entitled to apply any set-off in respect of sums charged by the forwarder to the principal under any contract existing between them.

#### Article 18.

1. Cash payments shall be deemed in the first place to have been made on account of non-preferential debts, regardless of whether any other instructions were given at the time of payment.
2. If legal proceedings or other means are resorted to in the event of overdue payment, the amount of the indebtedness shall be increased by 10% for clerical expenses, while the legal and other costs shall be borne by the principal up to the amount paid by or due from the forwarder.

#### Article 19.

1. With respect to all claims he has or may at any time have against the principal and/or the owner, the forwarder shall have a pledge and a lien on all goods, documents and moneys which he holds or will hold in his possession whatever the reason and the purpose thereof may be, as against any party requiring their delivery. If the goods are forwarded on, the forwarder shall be entitled to collect the sum due on subsequent delivery or draw a bill therefor with the shipping documents annexed.
2. The forwarder may also exercise the rights granted to him in paragraph 1 for that which the principal was owing to him with respect to previous orders.
3. The forwarder is also authorized to exercise the rights granted to him by virtue of paragraph 1 for any amount(s) payable by way of delivery C.O.D. in respect of the goods.
4. Failing payment of the amount due the security shall be sold as provided by statute or - if so agreed - by private sale.

### **Final provisions**

#### Article 20.

1. No legal or arbitration proceedings shall be taken against third parties by the forwarder unless he states his readiness to take the same at the principal's request and expense.

#### Article 21.

1. Without prejudice to the provisions of paragraph 5 of this Article, all claims shall be barred by the mere lapse of a period of nine months.

2. All claims against the forwarder shall be barred by the mere lapse of a period of eighteen months.
3. The terms mentioned in paragraphs 1 and 2 shall commence on the day following the day on which the claim has become due and payable or the day following the day on which the prejudiced party had knowledge of the loss. Without prejudice to the preceding provisions, the said terms shall commence on the day following the day of delivery with respect to claims regarding damage to, decrease in value or loss of the goods. The day of delivery shall be understood to be the day on which the goods are delivered from the means of transport or, if they have not been delivered, the day on which they should have been delivered.
4. In case any public authority or third parties as referred to in paragraph 7 of Article 17 claim payment from the forwarder, the term mentioned in paragraph 1 of this Article shall commence on the first of the following days:
  - the day following the day on which payment is claimed from the forwarder by any public authority or third party;
  - the day following the day on which the forwarder has settled the claim existing against him.If the forwarder or a third party called in by the forwarder as referred to in Article 17, par. 7 has submitted an administrative objection and/or lodged an administrative appeal, the period specified in paragraph 1 shall commence on the day following the day on which the decision on the administrative objection and/or the administrative appeal has become final.
5. If after the term of prescription a third party claims payment of the amount due and payable by either parties, a new term of prescription - of three months - commences, unless the situation referred to in paragraph 4 of this Article occurs.

#### Article 22.

1. All contracts to which the present conditions apply shall be governed by Dutch law.
2. The place for settlement and adjustment of damage shall be that where the forwarder's business is situated.

### **Disputes**

#### Article 23.

1. All disputes which may arise between the forwarder and the other party shall be decided by three arbitrators to the exclusion of the ordinary courts of law, and their decision shall be final. A dispute shall exist whenever any of the parties declares this to be so.

Without prejudice to the provisions of the preceding paragraph the forwarder shall be at liberty to bring before the competent Dutch court in the forwarder's place of business claims for sums of money due [and] payable, the indebtedness of which has not been disputed in writing by the opposing party within four weeks after the invoice date. In the event of urgent claims, the forwarder shall equally be at liberty to institute interim relief proceedings (*kort geding*) before the competent Dutch court in the forwarder's place of business.

2. One arbitrator shall be appointed by the Chairman or the Vice-Chairman of the FENEX; the second shall be appointed by the Dean of the Bar Association of the district in which the aforesaid forwarder has registered office; the third shall be appointed by mutual agreement between the two arbitrators so appointed.
3. The Chairman of the FENEX shall appoint as such an expert on forwarding questions; the Dean of the Bar Association shall be asked to appoint a member of the legal profession; the third arbitrator shall preferably be an expert on the trade and industry in which the forwarder's opposite party is engaged.
4. The party desirous of having the dispute determined shall inform the Secretariat of the FENEX hereof by registered letter or fax letter, giving a brief description of the dispute and of his claim and at the same time remitting the amount of administrative costs to be determined by the Board of the FENEX, due as a compensation for the administrative work of the FENEX in an arbitration case.  
A case shall be considered to be pending on the day of receipt of the said registered letter or fax letter by the Secretariat of the FENEX.
5. After receipt of the above-mentioned application for arbitration the Secretariat of the FENEX shall as soon as possible acknowledge receipt thereof and send a copy of the application to the other party, to the Chairman of the FENEX, to the Dean of the Bar Association, with a request to each of the latter two to appoint an arbitrator and to notify the FENEX Secretariat of the name and address of the person appointed.  
Upon receipt of such notification the FENEX Secretariat shall as soon as possible notify the persons concerned of their appointment, send each of them a copy of the application for arbitration and a copy of these general conditions and request each of them to appoint a third arbitrator and notify the FENEX Secretariat of the person so appointed.  
Upon receipt hereof the FENEX Secretariat shall forthwith notify the third arbitrator of his appointment, at the same time sending him a copy of the application for arbitration and a copy of these general conditions. The FENEX Secretariat shall also notify both parties as to who have been appointed arbitrators.
6. If all three arbitrators have not been appointed within two months of the application for arbitration having being lodged all of them shall be appointed by the President of the District Court within whose jurisdiction the forwarder's business is situated upon the application of whichever party shall first make the same.
7. The person appointed by the Dean shall act as Chairman of the arbitration board. If the arbitrators are appointed by the President of the District Court, the arbitrators shall themselves decide who is to function as chairman. The place of arbitration shall be the place where the chairman of the arbitrators is established.  
The arbitrators shall make their award as good men in equity, subject to their liability to observe the applicable imperative legal stipulations. Where applicable, they shall also apply the provisions of the international transport treaties, among which, *inter alia*, the Convention on the Contract for the International Carriage of Goods by Road (CMR).  
The arbitrators shall determine the procedure of the arbitration, subject to the parties being given opportunity to put forward their cases in writing and to elucidate the same orally.

8. The arbitrators shall continue in office until the final award. They shall deposit their award at the Registry of the District Court within the district of which the seat of the arbitration is situated, while a copy thereof shall be sent to each of the parties and to the FENEX Secretariat.

The arbitrators may require the Plaintiff or both parties to deposit a sum beforehand in respect of the arbitration costs; during the proceedings they may require an additional amount to be deposited. If, within three weeks of the relevant request, the deposit required by the arbitrators of the plaintiff has not been paid in, it shall be deemed to have withdrawn the arbitration. In their award the arbitrators shall order which of the two parties shall bear the costs of arbitration or what proportion thereof each party shall bear. These costs shall comprise the arbitrators' fees and disbursements, the amount of administrative costs paid to the FENEX with the application and the costs incurred by the parties in so far as the arbitrators deem the same to be reasonably necessary.

The sums due to the arbitrators shall to the extent possible be taken from the amounts deposited.

#### Article 24.

1. These general conditions may be cited as the "Dutch Forwarding Conditions". In case the English translation differs from the Dutch text, the latter will prevail.

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