

**General Terms and Conditions**  
**International Transport Information Services B.V.**

**Hereinafter referred to as InterTransIS**

1. General Provisions and Applicability

1.a In these General Terms and Conditions the term InterTransIS shall mean:

International Transport Information Service B.V., established in Hellevoetsluis (The Netherlands)

1.b These General Terms and Conditions are applicable to all activities and all provisions of goods and services of InterTransIS, including maritime logistic information through Web applications and Web services, providing interim management, the provision of project management, providing consultancy, delivering custom applications, all this in the broadest sense of the world. If an agreement has been entered into then, for InterTransIS, this agreement shall always consist of a best effort obligation(s). InterTransIS of an obligation (s). Towards the other party InterTransIS undertakes to carry out the activities agreed upon to the best of its knowledge and ability, but it does not guarantee any results whatsoever.

1.c Deviations from these General Terms and Conditions can only take place upon written consent of InterTransIS.

1.d The applicability of the conditions by the other party is explicitly rejected.

1.e If a provision of the general Terms and Conditions is declared null and void, in whole or in part, the remaining provisions of the General Terms and Conditions will continue to apply in full. InterTransIS and the other party agree to replace the null and void provisions by a provision which would have agreed upon, if they would have known that the provision being replaced was null and void or voidable.

2. Formation of the Agreement

If the other party places an order then the agreement will only be formed after InterTransIS has started the carrying out thereof or after InterTransIS had accepted this in writing.

3. Additions to the Agreement

At the request of the other party InterTransIS shall carry out all changes indicated by the other party, provided that these changes can be carried out reasonably. The other party shall pay the additional costs of the charges to InterTransIS.

4. Prices

4.a The fees currently determined by InterTransIS shall apply to the activities and provisions of goods and services agreed upon, unless otherwise agreed upon in writing.

4.b InterTransIS can add surcharges to be determined by InterTransIS for special performances, unusual, extraordinarily time-consuming or effort-requiring activities.

4.c Changes in cost prices of raw materials or materials, exchange rate movements and/or changes in wages, which pertain to the performance agreed upon, shall entitle InterTransIS to pass on these costs without further surcharges whatsoever.

## 5. Payment

- 5.a All invoices from InterTransIS shall be paid within 30 days after the invoice date in the currency agreed upon in a manner to be indicated by InterTransIS, except in the case InterTransIS requires payment in cash. Under no circumstances is the other party entitled to rights to compensation or rights to suspend performance.
- 5.b In the event of non-timely payment an interest amounting to the statutory annual interest shall be payable by the other party.
- 5.c Exceeding the term of payment or non-payment of an invoice by the other party shall entitle InterTransIS to suspend or terminate the performance(s) agreed upon.
- 5.d Extrajudicial collection costs shall be charged to the other party in accordance with the collection rate of the Netherlands Bar Association.
- 5.e Payment by or in name of the other party shall serve to settle the extrajudicial collection costs payable by it, the court costs, the interest payable by it and after this in order of age the outstanding principal sums, irrespective of other indications made by the other party.
- 5.f The other party can only raise objections to the invoice within the term of payment.

## 6. Execution of the Agreement

InterTransIS is fully free to determine the order and the manner of the execution of the agreement and to let third parties carry out, in whole or in part, the activities ordered to it. All this shall not bring any changes whatsoever in the reciprocal rights and obligations of InterTransIS and the other party towards each other laid down in these General Terms and Conditions, provided that InterTransIS is entitled to apply unimpaired the strict conditions (for example with regard to the term payment, interest, complaints, etc.) imposed to it by third parties, provided that it informs the other party on these tightening-up in writing.

## 7. Security

If, according to InterTransIS, there is good reason that the other party will not fulfil its obligations in time, then the other party is obliged, on demand of InterTransIS, to immediately provide sufficient security in the form required by InterTransIS and, if necessary, to make additions to this for the fulfilment of all its obligations. As long as the other party has not fulfilled this InterTransIS is entitled to suspend the fulfilment of its obligations.

## 8. Prescription and fulfilment

The term of prescription of all claims and defences, against InterTransIS and against third parties involved by InterTransIS in the execution of the agreement is one (1) year after the formation of the agreement

## 9. Force Majeure/Dissolution/Discharge

- 9.a In the event the fulfilment by InterTransIS is not possible, in whole or in part, due to force majeure, either temporarily, InterTransIS is entitled to dissolve the agreement out of court.
- 9.b The term 'force majeure' shall mean all circumstances irrespective of the will of InterTransIS, temporarily or permanently, including actions of persons or companies deployed by InterTransIS in the fulfilment of the obligations, unsuitability of matters used by InterTransIS in the fulfilment of the obligations; as well as industrial actions, strikes, sickness, import-, export-, and transfer prohibition, transport problems, non-fulfilment of the obligations by suppliers, government interventions, failures in the production, failures in the networks used, power failures, extremely bad weather, natural and/or nuclear disasters, terrorism and/or terrorist threats and war and/or war threat, due to which InterTransIS is not able to fulfil its obligations.
- 9.c In the event the other party does not or does not timely or properly fulfil any obligation under the agreement, as well as in the event of bankruptcy, suspension of payment or placing under guardianship of the other party or closing down/stopping or winding-up of its company, InterTransIS is, at its choice, entitled, without any obligation to compensate any loss/damage whatsoever and without prejudice to further rights belonging to it, to dissolve the agreement in whole or in part or to suspend (further) execution of the agreement. In case the claims of InterTransIS against the other party are to be paid on demand.

## 10 Liability/Compensation

- 10.a In the event InterTransIS is liable, then this liability is limited to what is arranged in this article 10.
- 10.b InterTransIS is exclusively liable for direct loss. InterTransIS shall never be liable for consequential loss or damage, including loss of profit, lost savings and loss due to business discontinuation.
- 10.c In as far as InterTransIS is liable, the compensation to be paid by it shall, in all case , be limited to the invoice value.
- 10.d The other party is obliged to timely provide InterTransIS with the correct and complete information required by it. InterTransIS is not liable for damage, of any kind whatsoever, arising due the fact that InterTransIS has departed from the incorrect or incomplete information provided by or on behalf of the other party. With due observance of article 10 InterTransIS excludes all liabilities for damage caused by other persons who provide their services through InterTransIS. At all activities and provisions of goods and services InterTransIS shall act to the best of its knowledge and ability, but it does not guarantee any results. The other party shall take out proper insurances and shall keep itself properly insured for possible errors made by persons who provide their services through InterTransIS.
- 10.e The limitations of liability included in this article do not apply if the loss is attributable to intentional act or omission or gross negligence of InterTransIS or its subordinates.
- 10.f Irrespective of the provisions of this article, InterTransIS accepts, when goods are provided, the obligation to, if the goods provided do not conform to the agreement, repair or have repaired or to replace or have replaced these matters at its choice.

## 11 Indemnity/Third-party Clause

- 11.a The other party indemnifies InterTransIS against possible claims from third parties, who suffer loss in connection with the execution of the agreement and which loss is caused by party/parties other than InterTransIS. If for that reason InterTransIS might be claimed by third parties, then the other party is obliged to assist InterTransIS both at law and otherwise and to perform all that can be expected from it in case without delay. In the event the other party fails to take proper measures, then InterTransIS is, without further notice of default, entitled to take proper measures itself. All costs and loss on the part of InterTransIS and third parties arising from this shall be integrally at the expense and risk of the other party.
- 11.b The other party is liable towards InterTransIS for all losses, irrespective of the fact how they have occurred and who has caused them, to/for the (legal) persons and/or matters deployed by InterTransIS.
- 11.c InterTransIS shall stipulate all statutory and contractual defences, which it can invoke in order to refuse to accept its own liability towards the other party, also for the sake of its subordinates and the non-subordinates who are deployed by it at the performance of its activities for the other party.

## 12 Intellectual Property

All rights of intellectual and industrial property on developed or available programmes, websites, databases, appliances or other materials such as analyses, designs, documentation, reports, offers, also preliminary material thereof, shall exclusively rest with InterTransIS, its licensors or its suppliers.

## 13 Applicable Law/Competent Court

- 13.a Dutch law is applicable to these General Terms and Conditions and to all legal relationships between InterTransIS and the other party. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.
- 13.b Disputes between InterTransIS and the other party shall be exclusively decided upon by the Competent Court in Rotterdam (the Netherlands), except if InterTransIS, acting as plaintiff or requesting party, chooses the competent court in the place of residence or place of business of the other party.

## 14 Conversion

If and in as far as, by virtue of reasonableness and fairness or the unreasonably onerous character, it is not possible to rely on any limitation of these General Terms and Conditions, then, in terms of contents and meaning, to said stipulation shall be accorded a meaning to that extent as much as possible, so that it becomes possible to rely on them.

## 15 The Dutch text shall prevail

The Dutch text of these General Terms and Conditions shall prevail over the translations thereof.