



G & V CARIBBEAN CARGO SERVICES N.V.

operating under the name

Caribbean Cargo Services

GENERAL TERMS AND CONDITIONS

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DEFINITIONS

Article 1. - Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

1. **Third Party(ies):** all those, not being subordinates, with whom the Freight Forwarder has associated itself on behalf of the Customer, regardless of whether the Freight Forwarder has associated itself in its own name or in the name of the Customer;
2. **Services:** all acts and activities, in whatever form and under whatever name, performed by the Freight Forwarder for or on behalf of the Customer;
3. **Freight Forwarder:** the limited company G & V Caribbean Cargo Services N.V.;
4. **Customer:** any natural or legal person who gives the Freight Forwarder an assignment to perform Services and enters into an Agreement with the Freight Forwarder to that end, irrespective of the agreed method of payment;
5. **Agreement:** the agreement entered into by the Freight Forwarder and Customer regarding the Services to be performed by the Freight Forwarder, which includes these Terms and Conditions;
6. **Force Majeure:** all circumstances which the Freight Forwarder was not reasonably able to avoid and the consequences of which the Freight Forwarder was not reasonably able to prevent;
7. **Conditions:** the present CCS Forwarding Conditions.
8. **Goods:** the items made available or to be made available by or on behalf of the Customer to the Freight Forwarder, its auxiliary person or Third Parties with regard to the execution of the Agreement.

SCOPE

Article 2. - Scope

1. These Terms and Conditions govern all offers, agreements, legal and factual acts relating to the Services to be performed by the Freight Forwarder, insofar as they are not subject to compulsory law. These Conditions shall apply to the legal relationship between the parties even after the Agreement has ended.
2. Insofar as any provision in these Terms and Conditions is void or otherwise unenforceable, this will not affect the validity of the other provisions of these Terms and Conditions. Moreover, a clause will be deemed applicable which, being legally permissible, comes closest to the purport of the null and void or invalid clause.
3. In the event of inconsistencies with translated conditions, the Dutch version of these Terms and Conditions shall prevail.

Article 3. - Third Parties

The Customer will allow the Freight Forwarder to engage Third Parties for the performance of the Agreement and to accept the (general) terms and conditions of those Third Parties at the Customer's expense and risk, unless otherwise agreed with the Customer. At the Customer's request, the Freight Forwarder is obliged to submit (a copy of) the terms and conditions under which it has concluded contracts with those Third Parties.



ESTABLISHMENT OF THE AGREEMENT

Article 4. - Establishment of the Agreement

1. All offers made by the Freight Forwarder are non-binding. Every offer or quotation shall lapse by right after thirty (30) days from the date of issue. This does not apply - with due observance of Article 6.1 of these General Terms and Conditions - to the costs of third parties (such as import duties and demurrage), which are charged to the Customer.
2. Agreements, as well as amendments and additions thereto, shall be concluded if and insofar as the Freight Forwarder has confirmed them in writing and on which the Freight Forwarder has commenced the performance of the Services (with reference to Article 6.1).
3. The delivery of goods by the Customer to the Freight Forwarder or its Agents for transport from or to one of the Freight Forwarder's or its Agents' sites is equivalent to an order from the Customer to the Freight Forwarder for the performance of Services by the Freight Forwarder. From the moment the Freight Forwarder accepts the goods for and/or on behalf of the Customer and performs the Services, an Agreement is established that is governed by these Terms and Conditions.

CUSTOMS OPERATIONS

Article 5. - Customs Operations

1. The provision of information to the Freight Forwarder, which is reasonably required for the performance of customs formalities, shall constitute the instruction to perform customs operations, unless otherwise agreed in writing between the Freight Forwarder and the Principal on the Bill of Lading.
2. This instruction shall be accepted by the Freight Forwarder by means of an express written confirmation or by the Freight Forwarder commencing the performance of customs formalities. The Freight Forwarder is never obliged to accept an instruction to carry out customs formalities.
3. If the Freight Forwarder becomes aware of information or circumstances from which it can be concluded that the Customer has not complied with Article 9.3 of these Terms and Conditions (has provided incorrect and/or incomplete information and/or documents) and on the basis of which the Freight Forwarder would not have accepted the instruction to carry out customs formalities, the Freight Forwarder is at all times entitled to terminate this instruction.
4. The termination referred to in paragraph 3 of this Article will be issued in writing.
5. In the event of termination as referred to in paragraph 3 of this article, the Freight Forwarder is not obliged to pay any compensation. The Customer is obliged to indemnify the Freight Forwarder for the costs (including any penalties to be imposed) of the services performed.

REIMBURSEMENTS AND OTHER COSTS

Article 6. - Reimbursements

1. Price quotations are always made on the basis of the prices applicable at the time of the offer (quotation). If, between the time of the offer and the time of execution of the Contract, one or more cost price factors (including, among other things, rates, wages, costs of social measures and/or laws, freight and exchange rates, etc.) undergo an increase, the Freight Forwarder is entitled to charge the Customer for such an increase. The Freight Forwarder must be able to demonstrate the changes.
2. If the Freight Forwarder charges all-in rates or fixed rates, these rates shall be deemed to include all costs that would generally be borne by the Freight Forwarder in the normal performance of the assignment.

3. Unless stipulated otherwise, all-in rates and fixed rates shall in any case not include: duties, taxes and levies, consular and legalization costs, costs of preparing bank guarantees and insurance premiums.
4. As from 30 days after the notification that the Goods are ready for delivery, the Client shall owe storage costs calculated on the basis of the volume of the Goods.
5. The rates for storage shall be made known to the Client and may be adjusted in the interim without requiring the Client's consent.
6. The Goods will be stored exclusively at the expense and risk of the Customer. Goods in storage shall not be insured by the Freight Forwarder.
7. In the event of insured transport, the Client shall not be entitled to any coverage and/or payment either, if the Goods in storage are damaged and/or destroyed.
8. In the event of circumstances of such a nature that, when the Agreement was concluded, the probability of their occurrence could not be considered, which cannot be attributed to the Freight Forwarder and which considerably increase the cost of providing the Services, the Freight Forwarder shall be entitled to additional payment. Where possible, the Freight Forwarder will consult with the Customer in advance. In that case, the additional payment will consist of the extra costs incurred by the Freight Forwarder in order to perform the Services, plus an extra remuneration, to be determined in all fairness, for the Services to be performed by the Freight Forwarder.
9. Extraordinary expenses and higher wages arising in the event that Third Parties have to load or unload in the evening, at night, on Saturdays or on Sundays or public holidays in the country where the Service is to be performed, pursuant to any provision in the relevant agreements between the Freight Forwarder and Third Parties, are not included in the agreed prices, unless this has been stipulated separately. Such costs must consequently be reimbursed by the Customer to the Freight Forwarder.
10. Except in the case of willful misconduct or deliberate recklessness on the part of the Freight Forwarder, in the event of insufficient loading and/or unloading time, all ensuing costs, such as demurrage, waiting costs, etc., will be borne by the Customer, even if the Freight Forwarder has accepted the bill of lading and/or the charter party from which the extra costs arise, without protest. The Freight Forwarder shall make every effort to avoid the costs.

Insurance

Article 7. - Insurance

1. The Freight Forwarder is not obliged to insure the Goods on his own initiative. This will only be done at the express request of the Customer. The Customer can never hold the Freight Forwarder liable for not having insured the Goods, unless this has been explicitly agreed between the Customer and the Freight Forwarder (see also Article 11 of these General Terms and Conditions).
2. Insurance of any kind shall only be taken out at the expense and risk of the Customer after the Freight Forwarder has accepted the Customer's explicit written instruction in which the Customer clearly specifies the Goods to be insured and the value to be insured. The mere statement of the value or the importance is not sufficient.
3. If the Freight Forwarder insures the Goods of its own accord, the Customer shall owe a fee for this. This fee will be charged separately. If the Customer does not wish to insure the Goods, the Customer shall indicate this explicitly and shall also provide the Freight Forwarder with a written indemnification.
4. The Freight Forwarder is entitled to refuse to transport the Goods without insurance.
5. The Freight Forwarder will place the insurance (or have it placed) with an insurer/insurance broker/insurance intermediary. The Freight Forwarder is not responsible or liable for the good standing of the insurer/insurance broker/insurance intermediary.



6. The Freight Forwarder is never obliged to pay compensation in excess of what the insurance company will pay out in the specific case. In the event of compensation, the insurance company can settle a part based on own risk.
7. In the event that, in the performance of the Services, the Freight Forwarder makes use of tools such as trestles, cranes, fork-lift trucks and other equipment that are not included in his standard equipment, the Freight Forwarder is entitled to take out insurance at the expense of the Customer to cover the risks arising for the Freight Forwarder from the use of such equipment.
8. Where possible, the Freight Forwarder shall consult with the Customer in advance regarding the use of such equipment. If timely prior consultation is not possible, the Freight Forwarder shall take the measures which appear to him to be in the best interests of the Customer and shall inform the Customer accordingly.

EXECUTION OF THE AGREEMENT

Article 8. - Delivery Time, Method of Shipment and Route

1. The mere mention by the Customer of a delivery time shall not be binding for the Freight Forwarder. Times of arrival are not firm deadlines and are not guaranteed by the Freight Forwarder, unless otherwise agreed in writing.
2. In the absence of specific instructions from the Customer in his order, the mode and route of dispatch shall be at the Freight Forwarder's discretion, in which case he may always accept the documents customarily used by the companies with which he contracts for the performance of the instruction given to him.

Article 9. - Commencement of the Services

1. The Customer is obliged to make the Goods available to the Freight Forwarder or a Third Party in proper packaging at the agreed place, time and manner.
2. The Principal is obliged, in a timely manner, to provide the Freight Forwarder with all information and documents relating to the Goods and their handling, of which he knows or should know that they are important to the Freight Forwarder. If the Goods and/or activities are subject to government regulations, including customs and excise regulations and tax provisions, the Customer shall provide the Freight Forwarder in a timely manner with all information and documents necessary for the latter to comply with such regulations.
3. The Customer warrants that the particulars and documents furnished by him are correct and complete and that all instructions and Goods made available to him are in conformity with the laws and regulations. The Freight Forwarder shall not be obliged, but shall have the right to examine whether the specifications given to him are correct and complete.
4. If the information provided by the Customer is incorrect and/or incomplete and the Freight Forwarder suffers loss or damage as a result, the Customer is liable and obliged to compensate the Freight Forwarder in full.

Article 10. - The Handling of Goods

1. All operations such as checking, sampling, tarrying, counting, weighing, measuring etc. and the receipt under judicial expertise shall be carried out only on the express instructions of the Customer and against reimbursement of the costs.



2. All operations such as checking, sampling, taring, counting, weighing, measuring, etc. and the acceptance thereof under judicial expertise shall be carried out only on the express instructions of the Customer and against reimbursement of the costs.
3. Notwithstanding the provisions of paragraph 1 of this Article, the Freight Forwarder is entitled, but not obliged, to take on its own authority and at the expense and risk of the Customer all such measures as it deems necessary in the latter's interest. Where possible, the Freight Forwarder will consult with the Customer in advance. If this is not possible, the Freight Forwarder shall take the measures which appear to him to be in the best interests of the Customer and shall inform the Customer as soon as this is reasonably possible, regarding the measures taken and the costs involved.
4. The Freight Forwarder is not an expert with regard to the Goods. The Freight Forwarder is therefore not liable for any damage arising from or related to any statement made by the Freight Forwarder regarding the condition, nature or quality of the Goods or regarding conformity of samples with the Goods.

LIABILITY

Article 11. - Liability

1. All Services shall be performed at the expense and risk of the Customer.
2. The Freight Forwarder - without prejudice to the provisions of Article 17 - is not liable for any damage, unless the Customer proves that the damage was caused by fault or negligence on part of the Freight Forwarder or its subordinates.
3. The Freight Forwarder's liability shall in all cases be limited to ANG 15,000 (or its equivalent in foreign currency) per event or series of events with the same cause of damage. With due observance of the aforementioned limit, in the event of damage, depreciation or loss of the Goods included in the Agreement, the liability shall be further limited to ANG 15 (or its equivalent in foreign currency) per kilogram of damaged, depreciated or lost gross weight (see also article 7.1 of these General Terms and Conditions).
4. The damage to be compensated by the Freight Forwarder shall never exceed the invoice value of the Goods, to be substantiated by the Customer, in absence of which the market value to be substantiated by the Customer shall apply at the time when the damage occurred.
5. The Freight Forwarder shall never be liable for loss of profit, consequential loss and non-material damage, irrespective of how it was caused.
6. The Freight Forwarder is at no time liable for dispatch money or demurrage to be foregone - imposed and payable by third parties, demurrage on ships and/or demurrage on wagons or cars.
7. All information and communications relating to the carriage of the Goods are provided by the Freight Forwarder and/or his staff to the best of their knowledge and ability, but the Freight Forwarder is not liable for any inaccuracy.
8. If, in the performance of the Agreement, damage occurs for which the Freight Forwarder is not liable, the Freight Forwarder must make every effort, with due observance of the provisions of Article 19 of these General Terms and Conditions, to recover the Customer's loss from the party liable for the damage. The Freight Forwarder is entitled to charge the Customer for the costs incurred in doing so. Upon request, the Freight Forwarder shall assign to the Customer its claims against the Third Parties it has engaged in the performance of the Agreement.
9. The Customer is liable vis-à-vis the Freight Forwarder for all damage - including but not limited to material damage, non-material damage, consequential damage, fines, interest, penalties and confiscations, including consequences resulting from failure to discharge customs documents or failure to discharge them on time, and claims relating to product liability and/or intellectual property rights - that the Freight Forwarder suffers directly or indirectly as a result of, among other

things, the Customer's failure to fulfil any obligation under the Agreement or under applicable national and/or international laws and regulations, as a result of any incident that is within the sphere of the Customer's risk, and as a result of the fault or negligence generally of the Customer and/or its subordinates and/or third parties engaged and/or working for it.

10. The Customer will indemnify the Freight Forwarder at all times against claims from third parties, including subordinates of both the Freight Forwarder and the Customer, relating to or arising from the damage referred to in the previous paragraph.
11. If the Freight Forwarder does not carry the goods himself, he shall not be liable as a carrier, even if all-in or fixed rates have been agreed, but always as a carrier acting in accordance with the Civil Code in Curaçao, whereby the liability shall be governed by these General Terms and Conditions.
12. In the event that the Freight Forwarder is sued by the Customer outside of the Agreement in respect of damage arising in the performance of the Services, the Freight Forwarder's liability shall not exceed its liability under the Agreement.
13. If the Freight Forwarder can derive from the Agreement a means of defending his liability for the actions of a Third Party or a subordinate vis-à-vis the Customer in order to avert liability, then a Third Party or a subordinate may also invoke this means of defense if he or she is held liable by the Customer for such actions, as though the Third Party or subordinate were a party to the Agreement.
14. If a Freight Forwarder is sued outside the Agreement with regard to damage to or loss of an Item or delay in delivery by someone who is not a party to the Agreement or a contract of carriage entered into by or on behalf of the Freight Forwarder, his or her liability to the latter shall not exceed his or her liability under the Agreement.

Article 12. - Force Majeure

1. All events outside the Freight Forwarder's sphere of influence that may affect the execution of the Agreement, including but not limited to storms, hurricanes, earthquakes, volcanic eruptions, and/or any other natural phenomena, wars, armed conflicts, terrorist attacks, riots, strikes, work and/or power cuts, fuel shortages, epidemics, pandemics or other outbreaks as well as related government measures, plagues, (bio-) chemical and/or nuclear incidents and other disasters qualify as force majeure.
2. In the event of Force Majeure, the Agreement shall remain in force, however, the obligations of the Freight Forwarder shall be suspended for the duration of the Force Majeure. The Freight Forwarder will inform the Customer of the Force Majeure situation as soon as possible.
3. If the Force Majeure situation is not of a temporary nature, the Freight Forwarder shall be entitled to terminate the Agreement. In such a case, the Parties shall make reasonable arrangements regarding the consequences of the termination.
4. All additional costs caused by Force Majeure, such as transport and storage costs, warehouse or yard rental, demurrage and storage fees, insurance, energy and fuel costs, turnaround, etc., shall be borne by the Customer and must be paid to the Freight Forwarder at its first request.

Article 13. - Refusal of Carriers

If carriers refuse to sign for quantity, weight, etc., the Freight Forwarder shall not be responsible for the consequences thereof.



COMPULSORY LAW

Article 14. - Agreement for the transport of goods

These Conditions are without prejudice to the provisions of Articles 8:61 paragraph 1 of the Civil Code (BW), 8:62 paragraph 1 and 2 of the BW, 8:63 paragraph 1, 2 and 3 of the BW.

PAYMENT

Article 15. - Terms of Payment

1. The Customer is obliged to pay the Freight Forwarder the agreed fees and the other costs, freights, duties, etc. arising from the Agreement at the onset of the Services, unless otherwise agreed.
2. In all other cases, payment is due from the invoice date.
3. Interest of one and a half (1.5%) percent per month shall accrue on the due and payable claims of the Freight Forwarder whereby part of a month shall be considered a whole month.
4. The risk of exchange rate fluctuations shall be borne by the Customer.
5. The amounts referred to in paragraph 1 shall also be payable if damage has occurred during the execution of the Agreement.
6. The Freight Forwarder is entitled to charge the Customer an advance commission - to be determined by the Freight Forwarder in each case - on the advances made by him.
7. If, in deviation from paragraph 1 of this Article, the Freight Forwarder applies a credit limit, the Freight Forwarder shall be entitled to charge a credit limitation surcharge - to be determined by the Freight Forwarder on a case-by-case basis.
8. In the event of termination or dissolution of the Agreement, all claims - including future claims - from the Freight Forwarder shall become due and payable immediately and in their entirety. In any case, all claims shall be immediately due and payable in full if:
 - the Customer is declared bankrupt, requests a suspension of payments or otherwise loses the free disposal of all or a significant part of its assets;
 - the Customer offers a settlement to its creditors, is in default of fulfilling any financial obligation to the Freight Forwarder, ceases to trade or - in the case of a legal entity partnership or company - if it is dissolved.
9. The Customer is obliged, at the Freight Forwarder's first request, to provide security for what the Customer owes or will owe the Freight Forwarder. This obligation also exists if the Customer has already had to provide or has provided assurance in connection with the amount owed.
10. The Freight Forwarder shall not be obliged to provide security from his own resources for the payment of freight, duties, levies, taxes and/or other costs, should this be required. All consequences of the Freight Forwarder's failure to comply or comply promptly with a request to provide security shall be borne by the Customer.
11. If the Freight Forwarder has provided collateral from its own resources, it is entitled to demand that the Customer pay the amount for which collateral has been provided without delay. Where possible, the Freight Forwarder will consult with the Customer in advance. If timely prior consultation is not possible, the Freight Forwarder will take the measures which appear to him to be in the best interests of the Customer and will inform the Customer accordingly.
12. The Customer is obliged, at all times, to reimburse the Freight Forwarder for any amounts to be collected or levied by any authority in connection with the Agreement, as well as any related penalties. The Customer shall also reimburse the Freight Forwarder for said amounts if a third party

engaged by the Freight Forwarder sues the Freight Forwarder for the said amounts in connection with the Agreement.

13. The Customer shall at all times reimburse the Freight Forwarder for the amounts charged as a result of incorrectly levied freight rates and costs, as well as all additional costs claimed from the Freight Forwarder in connection with the assignment.
14. An appeal to set off claims for payment of fees arising from the Agreement, of costs owed by the Customer on any other account in respect of the Services or of further costs burdening the Equipment, against claims of the Customer or suspension of the aforementioned claims by the Customer is not permitted.

Article 16. - Allocation of payments and judicial and extrajudicial costs

1. Payments on account shall be deemed to have been made in the first instance in reduction of unsecured claims..
2. The Freight Forwarder is entitled to charge the Customer extrajudicial and judicial costs for collection of the claim. The extrajudicial collection costs shall be due from the moment that the Customer is in default and shall amount to 15% of the claim with a minimum of ANG 500, -.

Article 17. Securities

1. The Freight Forwarder shall be entitled to refuse to deliver any Goods, documents and monies, which the Freight Forwarder has or will have in its possession on any grounds and for any purpose whatsoever, to anyone.
2. The Freight Forwarder shall be entitled to refuse delivery of Goods, documents and monies, which the Freight Forwarder has or will have in its possession on any grounds and for any purpose whatsoever, to anyone.
3. The Freight Forwarder shall have a right of retention on all Goods, documents and monies which it has or will have in its possession for whatever reason and for whatever purpose, for all claims which the Freight Forwarder has or will have against the Customer and/or the owner of the Goods, also with regard to claims which are not related to those Goods.
4. The Freight Forwarder shall be able to consider anyone who entrusts Goods to the Freight Forwarder for the provision of Services on behalf of the Customer as being authorized by the Customer to create a lien on those Goods.
5. If, upon settlement, a dispute arises regarding the amount due or if, in order to determine the amount due, a calculation cannot be made quickly, the Customer or the claimant shall be obliged, at the Freight Forwarder's request, to immediately settle the portion on which there is agreement and to provide security for the payment of the disputed portion or the portion for which the amount has not yet been determined.
6. The Freight Forwarder may also exercise the rights referred to in this Article (right of pledge, right of retention and right to refuse delivery) in respect of whatever is still owed to him by the Customer in connection with previous orders and in respect of whatever is encumbered on the item by way of cash on delivery.
7. If the Customer leaves the amounts owed to the Freight Forwarder unpaid for a period of more than six (6) months, the Freight Forwarder shall be entitled, without judicial intervention, to recover the collateral and to sell it (or have it sold) privately or by auction and to use the proceeds of the sale to settle the claims.
8. Sale of any collateral shall be at the expense and risk of the Customer.
9. At the Freight Forwarder's first request, the Customer shall provide security for costs paid or payable by the Freight Forwarder to third parties or public authorities and other costs which the Freight Forwarder incurs or anticipates incurring on behalf of the Customer, including, inter alia, freight, port costs, duties, taxes, levies, and premiums.



10. The Freight Forwarder shall not be obliged to issue indemnities or provide security in the absence of documents. If the Freight Forwarder has issued an indemnity or provided security, his Principal is obliged to indemnify him against all the consequences thereof.

FINAL PROVISIONS

Article 18. - Termination of the Agreement

1. The Freight Forwarder may terminate the Agreement effective immediately in the event that the Customer:
 - ceases all or a significant part of its profession or business;
 - loses the unrestricted disposal of its assets or a significant part thereof;
 - loses its legal personality, is dissolved or is effectively liquidated;
 - is declared bankrupt;
 - offers a settlement outside of bankruptcy;
 - applies for a suspension of payments;
 - loses the disposition of its property or a significant portion thereof as a result of seizure.
2. If the Freight Forwarder continues to fail attributable in the fulfillment of one or more of its obligations under the Agreement, the Customer may, without prejudice to its right to compensation for damage suffered in accordance with Article 11 of these General Terms and Conditions, terminate the Agreement in whole or in part with immediate effect after: it has notified the Freight Forwarder by registered letter, stating its reasons, of the Freight Forwarder's failure and given the Freight Forwarder a period of at least thirty days to fulfil its obligations and the Freight Forwarder has still not fulfilled its obligations on expiry of that period.
3. If the Customer fails attributable in the fulfillment of one or more of its obligations under the Agreement, the Freight Forwarder may, without prejudice to its right to compensation for damage suffered, dissolve the Agreement in whole or in part, with immediate effect, after it has given the Customer, by registered letter, a final deadline of at least fourteen days for fulfillment and the Customer has still not fulfilled its obligations at the end of that deadline. If, by setting such a deadline, the Freight Forwarder's interest in the undisturbed operation of its business would be disproportionately impaired, it may also terminate the Agreement without observing a deadline.
4. Neither Party may dissolve the Agreement if the failure, given its special nature or minor importance, does not justify the dissolution with its consequences.

Article 19. - Proceedings against Third Parties

Legal and arbitration proceedings against third parties will not be conducted by the Freight Forwarder, unless it declares itself willing to do so at the request of the Customer and at the latter's expense and risk.

Article 20. - Statute of Limitations and Expiry

1. Without prejudice to the provisions in paragraph 5 of this article, any claim shall be subject to a statute of limitations of nine months.
2. Any claim against the Freight Forwarder shall lapse by the mere passage of 18 months..
3. The periods referred to in paragraphs 1 and 2 shall commence on the day following that on which the claim became due and payable or the day following that on which the prejudiced party became aware of the damage. Without prejudice to the provisions above, the said periods shall commence on the day following the day on which the Goods have been delivered or should have been delivered



by the Freight Forwarder in respect of claims relating to damage to, decrease in value or loss of the Goods.

4. In the event that the Freight Forwarder is sued by third parties, including any public authority, the periods referred to in paragraphs 1 and 2 shall commence on the first of the following days:
 - the day following the day on which the Freight Forwarder is sued by the third party;
 - the day following that on which the Freight Forwarder has paid the claim addressed to it.
5. If the Freight Forwarder or a third party engaged by it has lodged an objection and/or appeal, the periods referred to in paragraphs 1 and 2 will commence on the day following that on which the decision on the objection and/or appeal has become final.
6. Unless the situation referred to in paragraph 5 of this article arises, when after the period of limitation one of the parties is sued for what is owed by him to a third party, a new period of limitation begins to run which amounts to three months.

Article 21. - Choice of Applicable Law

1. All Agreements to which these Terms and Conditions apply are subject to the laws of the Country of Curaçao.
2. The place of fulfillment and settlement of claims shall be the Freight Forwarder's registered office.

Article 22. - Official Title

These General Terms and Conditions may be cited as "*CCS Expedition Terms and Conditions*".

DISPUTES

Article 23. - Settlement of Disputes

1. All disputes which may arise between the Freight Forwarder and its Counterparty shall be settled by the competent court in the Freight Forwarder's registered office. A dispute exists when one of the parties declares this to be the case. The Freight Forwarder is also free to submit claims of an urgent nature in summary proceedings to the competent court in the Freight Forwarder's registered office.

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