

The European Union's Tacis TRACECA programme
for Armenia, Azerbaijan, Bulgaria, Georgia, Kazakhstan, Kyrgyz Republic, Moldova,
Romania, Tajikistan, Turkey, Turkmenistan, Ukraine, Uzbekistan

EUROPEAID/120540/C/SV/MULTI

Freight Forwarders Training Courses

for Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz
Republic, Moldova, Tajikistan, Turkmenistan, Ukraine,
Uzbekistan

Best Practices of Freight Forwarders Associations



This project is funded
by the European Union



A project implemented by
NEA and its partners STC,
TRADEMCO and Wagener &
Herbst Management
Consultants



This Project is funded
by the European Union



Table of Contents

	<u>Page</u>
1	THE INTERNATIONAL FEDERATION OF FREIGHT FORWARDERS ASSOCIATIONS..... 3
1.1	A Description of the Goal and Purposes of FIATA 4
1.2	The basic requirements to performance of forwarding services..... 4
1.3	The organizational structure FIATA 5
1.4	FIATA Membership: 5
1.5	FIATA Forwarding Documents..... 6
2	NEEDS FOR AND OBLIGATIONS OF PROFESSIONAL FREIGHT FORWARDERS ASSOCIATIONS - FIATA SECRETARIAT..... 23
3	THE BEST PRACTICE FROM FREIGHT FORWARDERS ASSOCIATIONS..... 26
3.1	Freight Forwarders Association of the Russian Federation..... 26
3.2	China International Freight Forwarders Association..... 31
3.3	Uzbek International Forwarders Association 40
3.4	Association of International Freight Forwarders of the Ukraine..... 43
3.5	Dutch Freight Forwarders Association..... 45
4	CONCLUSION 50
ANNEX 1	NEEDS FOR AND OBLIGATIONS OF PROFESSIONAL FREIGHT FORWARDERS ASSOCIATIONS (2000)
ANNEX 2	ACCESS TO THE PROFESSION
ANNEX 3A	DUTCH FORWARDING CONDITIONS
ANNEX 3B	GERMAN FREIGHT FORWARDING ASSOCIATION CONDITIONS
ANNEX 3C	GENERAL CONDITIONS THAT SETTLE THE OPERATIONS PERFORMED BY THE SHIPPING HOUSES - ROMANIA
ANNEX 3D	TURKISH FREIGHT FORWARDING ASSOCIATIONS CONDITIONS
ANNEX 4A	FENEX GUARANTEE FUND INDEMNITY PAYMENTS RULES
ANNEX 4B	DUTCH WAREHOUSING CONDITIONS
ANNEX 4C	DUTCH TERMS AND CONDITIONS VALUE ADDED LOGISTICS



This Project is funded
by the European Union



1 The International Federation of Freight Forwarders Associations

During the last quarter of the twentieth century, in the West, in connection with processes of globalization, new forms and methods of the organization and management of transport were developed. The various processes have been investigated by the experts of the Conference of the United Nations on Trade and Development, UNCTAD and the results of this investigation have been presented in the document “The Information Material for Consignors of Goods, Prepared with the Purpose of Maintenance Most an Effective Utilization of the Mixed Transportations” (Document T/D C4/430).

UNCTAD Recommendations have been addressed to the countries “with acceding transition economies” which were at “a stage of development from a system of centralized planning to market relations”. Besides various recommendations, in the given document, UNCTAD has revealed the organizational role of national, regional and international associations of freight forwarders and associations of road carriers in the creation of the centralized transport-logistical systems, as well as the intervention from the State in the given processes.

Many associations, had already been involved in globalization problems long before the edition of the “UNCTAD Recommendations”. The International Federation of Freight Forwarding Associations, FIATA was created on May, 31st, 1926 by 16 national and regional freight forwarding associations from the main European countries. Nowadays, FIATA is the largest non-governmental organization in the world, representing the forwarding branch in 150 countries. The branch totals about 60 thousand forwarding enterprises with all types of ownership, at which more than 10 million highly skilled professionals work.

FIATA carries out and solves problems through the international organizations. Currently, FIATA is in regular communication with 29 international organizations in the transport and forwarding field of activity. In particular, FIATA has an advisory role on economic and social advice for the United Nations, the Conference of the United Nations on Trade and Development and the Commission of the United Nations on International Commercial Law. FIATA represents the freight forwarding branch in the International Chamber of Commerce, the International Union of Motor Transport, the International Union of Railways, the International Association of Air Transport, the International Customs Union, and in the World Trade Organization.



This Project is funded
by the European Union



1.1 A Description of the Goal and Purposes of FIATA

The main goal and purpose of the activities of FIATA are:

- FIATA is the association of forwarding agents and the organizations cooperating with them gathered in a uniform federation; FIATA represents their interests in the global freight forwarding market;
- protection of interests of the members by means of participation in the work of international organizations, the delivery of goods, transportation of cargo and carrying out the functions connected with it;
- to acquaint business circles and the wide public with the purposes, problems and roles of the freight forwarding branch in the movement of the world trade goods;
- the improvement of the quality of freight forwarding services, in particular, by means of development and application in practice of typical freight forwarding conditions and the unified freight forwarding documents;
- settlement of disputes between forwarding agents and carriers;
- introduction of electronic means, information interchange;
- assistance in increasing and promoting vocational training of freight forwarding principals and agents.

1.2 The basic requirements to performance of forwarding services

According to FIATA requirements the forwarding agent can be any legal or private person who, in conformity with the charter or for compensation, provides transportation of cargoes, not being thus directly the carrier, i.e. the transport organization. The forwarding agent can carry out also the actions connected with performance of the contract of freight forwarding: warehousing, customs clearance, monitoring cargo, realization of all payments, etc.

As forwarding agents are granted rights they must realise that there are corresponding duties and responsibilities. In particular, to be able to perform freight forwarding activities, the legal or private person should meet following requirements:

- they must have completed the corresponding vocational training confirmed by the qualifying certificate;
- to be of good repute; it means, that the given person never by decision of court was involved in swindle, deceit and similar crimes; was not exposed to disqualification or did not lose the right to execute forwarding operations; has not been convicted for infringement of rules of forwarding activity; did not break labour and tax rules and requirements of social security;
- to be economically and financial capable to execute the assignment on freight forwarding.



This Project is funded by the European Union



The forwarding agent cooperates with all parties participating in the process of transportation of cargoes. Finally, the forwarding agent will organize moving the goods in the fastest, most reliable and most economical way.

1.3 The organizational structure FIATA

A. The Institutes

- Multimodal Transport Institute (MTI);
- Customs Affairs Institute (CAI);
- Airfreight Institute (AFI)

B. Advisory Bodies

- Advisory Body Dangerous Goods (ABDG);
- Advisory Bodies Legal Matters (ABLM);
- Advisory Body Information Technology (ABIT);
- Advisory Bodies Vocational Training (ABVT).

1.4 FIATA Membership:

There are several sorts of membership possible in FIATA.

National Associations

These are organizations representing the entire or part of the forwarding sector of a country. Each association member holds the right to present motions, as well as nomination and vote;

Group Members

These are international organizations representing the forwarding branch of a group of countries, or international associations whose members are active only in a sub-sector of the forwarding and logistics branch;

Individual Members

These are freight forwarding and logistics enterprises as well as legal entities closely associated with the forwarding and logistics branch;

Honorary Members

These are persons who have been of particular service to FIATA or forwarding industry.



This Project is funded
by the European Union



1.5 FIATA Forwarding Documents

Foreign trade has one outstanding feature. This feature being that the goods of foreign trade when moving from one country to another encounter natural and artificial barriers on their journey. The following can be come across: various trading and political conditions in the country of export and import, various tax rules and regulations, customs, legal rules and regulations, and finally, the language barrier. It is clear that although the above list of examples is not exhaustive, there are a number of hurdles that have to be taken when transporting goods.

One of ways of overcoming of these barriers and creating a uniform legal field can be adherence to standardised forwarding conditions and universal freight forwarding documents. FIATA had started to develop and coordinate such documents with the International Chamber of Commerce and Conference of the United Nations on Trade and Development and introduced them in practice some 50 years ago.

To date a wide circulation of these documents has been achieved, in particular:

- FBL (negotiable FIATA Multimodal Transport Bill of Lading)
- FCR (Forwarders Certificate of Receipt)
- FIATA FCT (Forwarders Certificate of Transport)
- FWR (FIATA Warehouse Receipt)
- FWB (non-negotiable FIATA Multimodal Transport Waybill)
- FIATA SDT (Shippers Declaration for the Transport of Dangerous Goods)
- FIATA SIC (Shippers Intermodal Weight Certificate)
- FFI (FIATA Forwarding Instructions)

FBL (FIATA Bill of Lading)

The FIATA Multimodal Transport Bill of Lading (FBL) is a carrier's document which was developed by the FIATA for the use of forwarding agents who are active as a multimodal Transport Operator (MTO). The FBL can also be issued as an ocean bill of lading. The document is negotiable (transferable), provided that it is not stamped with the print „non-negotiable“. It was accepted by the international chamber of commerce (ICC) as according to the UNCTAD/ICC Rules for Multimodal Transport Documents, which the ICC has published in their brochure No. 481. Therefore, the FBL also carries the symbol of the ICC together with the emblem of the national forwarding agent's federation. Furthermore the Negotiable FIATA is listed as a Multimodal Transport Bill of Lading in the „Guide for Documentary Credit Operations for the Uniform Customs and Practice for Documentary Credits“ (UPC 500) of the ICC (publication No. 515) as an accepted forwarding agent - transport document.



This Project is funded
by the European Union



A forwarding agent who issues an FBL as a Multimodal Transport Operator (MTO) or sea carrier is responsible for the realisation of the transport. He takes over not only the responsibility for the delivery of the goods at the destination, but also the realisation of the entire transport even if it is subcontracted to other transportation companies and third involved parties by him. With issuing the FBL the forwarding agent takes over a basic liability at the rate of SZR 666.67 per piece or packaging unit or SZR 2 per kilogram of gross weight (what is usually higher) for lost or damaged goods (article 8.3 of the conditions of FBL) or if a multimodal transport encloses no sea or inland ship transport, at the rate of SZR 8.33 per kilogram of gross weight (article 8.5 of the conditions of FBL). Can a loss or damage during a multimodal transport be assigned to a certain partial leg of the chain, the liability of the forwarding agent is directed according to the national or international law to be applied to this partial leg (article 8.6a of the FBL terms).

With the issue of an FBL the forwarding agent must make sure, that:

1. he has taken over the consignment as described and that he is entitled to the sole right of disposal over the consignment;
2. the consignment is in an externally good state;
3. the data on the document with the given order correspond,
4. the question of the transport insurance with the sender was cleared;
5. expressly is declared whether one or several originals were issued.

The forwarding agents who issue FBL's must ensure their liability originating from it according to the regulations of the FBL.



This Project is funded by the European Union



Consignor		 FBL			
Consigned to order of		NEGOTIABLE FIATA MULTIMODAL TRANSPORT BILL OF LADING <small>Issued subject to UNCTAD/IOC Rules for Multimodal Transport Documents (ICC Publication 481)</small>			
Notify address					
Place of receipt					
Ocean vessel	Part of loading				
Port of discharge	Place of delivery				
Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement	
					
according to the declaration of the consignor					
Declaration of interest of the consignor in timely delivery (Clause 6.2.)			Declared value for ad valorem rate according to the declaration of the consignor (Clauses 7 and 8).		
<input type="text"/>			<input type="text"/>		
The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.					
Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.					
One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods, its witness whereof the original Multimodal Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the others to be void.					
Freight amount		Freight payable at		Place and date of issue	
<input type="checkbox"/> Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> Covered according to attached Policy		Number of Original FBL's		Stamp and signature	
For delivery of goods please apply to:					

issued by FIATA. Copyright reserved © IFACIL/Zürich-Suisse/1995 6/97





This Project is funded
by the European Union



FCR (Forwarders Certificate of Receipt)

The Forwarders Certificate of Receipt was introduced by FIATA for the use by international freight forwarders within the Organisation of FIATA. The FIATA FCR document enables the freight forwarder to provide the consignor with a special document as an official acknowledgement that he/she has assumed responsibility of the goods.

The FIATA FCR can be handed to the consignor immediately after the consignment has been received by the freight forwarder. By completing the FIATA FCR the freight forwarder certifies that he/she is in possession of a specific consignment with irrevocable instructions for despatch to the consignee shown in the document or to keep it at his disposal. These instructions may only be cancelled if the original FIATA FCR document is handed over to the issuing freight forwarder and only if he/she is in a position to comply with such a cancellation or alteration.

The FIATA FCR will primarily be used when the supplier sells the goods EX WORKS and needs to prove that he/she has complied with his/her obligations to the buyer by presenting a FIATA FCR. In the case of a Letter of Credit the seller will under such conditions be able to present a FIATA FCR issued by a forwarder in order to obtain payment of the sales price placed at his/her disposal by the buyer under the terms of the Letter of Credit. The seller can no longer dispose of goods handed over to the forwarder once the FIATA FCR document has been handed over to the buyer.

The FIATA FCR is non-negotiable. As the delivery of the consignment to the consignee does not depend on the handing over of this document, only one original is issued. Should further copies be required, then forms specially overprinted with the words "Copy non-negotiable" should be used.

When issuing a FIATA FCR, the freight forwarder should ensure:

1. that he/she or his/her agent (branch, intermediate freight forwarder) has taken over the consignment specified therein and that the right of disposal of the goods is vested solely in him/her;
2. that the goods appear to be in apparent good order and condition;
3. that the details on the document clearly correspond with the instructions he/she has received;
4. that the conditions of freight documents (B/L etc.) are not contrary to the obligations he/she has assumed according to the FIATA FCR document.



This Project is funded by the European Union



The FIATA FCR bears the general national freight forwarding conditions of the issuing country on the reverse side. The document may only be used by freight forwarders who adhere to these general conditions in their forwarding activities.

It is recommended that the freight forwarder covers his/her liability by insurance in accordance with the FIATA FCR requirements.

Suppliers or Forwarders Principals		 FIATA FCR Forwarders Certificate of Receipt ORIGINAL		
Consignee		No.	Country Code	Forw. Ref.
Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
				
according to the declaration of the consignor				
The goods and instructions are accepted and dealt with subject to the General Conditions printed overleaf				
We certify having assumed control of the above mentioned consignment in external apparent good order and condition		* Forwarding instructions can only be cancelled or altered if the original Certificate is surrendered to us, and then only provided we are still in a position to comply with such cancellation or alteration		
<input type="checkbox"/> at the disposal of the consignee with irrevocable instructions*		instructions authorizing disposal by a third party can only be cancelled or altered if the original Certificate of Receipt is surrendered to us, and then only provided we have not yet received instructions under the original authority.		
<input type="checkbox"/> to be forwarded to the consignee		Place and date of issue		
Remarks		Stamp an signature		
Instructions as to freight and charges		8		



This Project is funded
by the European Union



FIATA FCT (Forwarders Certificate of Transport)

The Forwarders Certificate of Transport was introduced by FIATA for the use by international freight forwarders within the FIATA Organizations. By issuing a FIATA FCT document to the consignor, the freight forwarder assumes the obligation to deliver the goods at the destination through the medium of an agent appointed by him/her. The FIATA FCT can be handed over to the consignor immediately after the consignment has been handed over to the freight forwarder for shipment.

By issuing the FIATA FCT the freight forwarder certifies that he/she has assumed responsibility for dispatch and delivery of a specific consignment according to instructions he/she has received from the consignor as indicated in the document.

The freight forwarder is responsible for the delivery of the consignment at the destination through a delivery agent appointed by him/her to the holder of the document in accordance with the conditions stipulated on the reverse side of the FIATA FCT. The FIATA FCT has a "block" function. The freight forwarder is only responsible for the forwarding and delivery of the goods.

The FIATA FCT as distinguished from the FBL, is not a document subjecting the freight forwarder to a liability as carrier but his/her liability is governed by the applicable freight forwarding conditions.

When issuing the FIATA FCT document the freight forwarder should ensure:

1. that he/she or his/her agent (branch, intermediate freight forwarder) has taken over the consignment specified therein and that the right of disposal of the goods is vested solely in him/her;
2. that the goods appear to be in apparent good order and condition;
3. that the details on the document clearly correspond with the instructions he/she has received;
4. that conditions of freight documents (B/L etc.) are not contrary to the obligations he/she has assumed according to the FIATA FCT document;
5. that responsibility for the insurance of the consignment has been agreed;
6. that it is clearly specified whether one or more originals have been issued.



This Project is funded
by the European Union



It is recommended to dispatch the FIATA FCT documents by registered post only. The FIATA FCT is negotiable, as the delivery of the consignment may only be effected against presentation of the original document, duly endorsed. The FIATA FCT bears the general national forwarding conditions of the issuing country on the reverse side. The document may only be used by freight forwarders who adhere to these general conditions in their forwarding activities.

The greatest possible care must be taken in the preparation of these documents as the particulars contained therein must reflect accurately the full details of the consignment, approval that a fee covering the preparation of the document by the issuing freight forwarder is therefore agreed and justified.



This Project is funded by the European Union



Suppliers or Forwarders Principals		 FIATA FCT Forwarders Certificate of Transport ORIGINAL		
Consigned to order of		No. _____		Country _____
Notify address		Forw. Ref. _____		
Conveyance	from/via			
Destination				
Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
				
according to the declaration of the consignor				
<p>The goods and instructions are accepted and dealt with subject to the General Conditions printed overleaf.</p> <p>Acceptance of this document or the invocation of rights arising therefrom acknowledges the validity of the following conditions, regulations and exceptions also of the trading conditions printed overleaf, except where the latter conflict with conditions 1-6 below.</p> <ol style="list-style-type: none"> The undersigned are authorized to enter into contracts with carriers and others involved in the execution of the transport subject to the latter's usual terms and conditions. The undersigned do not act as Carriers but as Forwarders, in consequence they are only responsible for the careful selection of third parties, instructed by them, subject to the conditions of Clause 3 hereunder. The undersigned are responsible for delivery of the goods to the holder of this document through the intermediary of a delivery agent of their choice. They are not responsible for acts or omissions of Carriers involved in the execution of the transport or of other third parties. The undersigned Forwarders will, on request, assign their rights and claims against Carriers and other parties. Insurance of the goods will only be effected upon express instructions in writing. Unforeseen and/or unforeseeable circumstances entitle the undersigned to arrange for deviation from the envisaged route and/or method of transport. Unforeseen and/or unforeseeable disbursements and charges are for the account of the goods. <p>Insurance through the intermediary of the undersigned Forwarders</p> <p><input type="checkbox"/> Not covered</p> <p><input type="checkbox"/> Covered according to the attached Insurance Policy/Certificate</p> <p>A) disputes shall be governed by the law and within the exclusive jurisdiction of the courts at the place of issue.</p> <p>For delivery of the goods please apply to:</p> <p>Freight and charges prepaid to:</p> <p>therefor account of goods, lost or not lost.</p>				
		<p>We, the Undersigned Forwarders in accordance with the instructions of our Principals, have taken charge of the abovementioned goods in good external condition at:</p> <p>for despatch and delivery as stated above or order against surrender of this document properly endorsed.</p> <p>In witness thereof the Undersigned Forwarders have signed originals of this FCT document, all of this tenor and date. When one of these has been accomplished, the others will lose their validity.</p> <p>Place and date of issue</p> <p>Stamp and signature</p>		
		12		

Text authorized by FIATA, COPYRIGHT FIATA / Zurich - Switzerland 5.96





This Project is funded
by the European Union



FWR (FIATA Warehouse Receipt)


The freight forwarder often provides warehousing services. When doing so he/she has to issue a receipt for the merchandise. The FWR is a Warehouse Receipt for use in freight forwarders' warehousing operations. It is a standard document mainly used at national level. The FWR is not a "récépissé-warrant", which means a formal document recognised as warrant according to the applicable law. When a warehouse keeper is requested to issue a "récépissé-warrant", the FWR cannot be used. If the issue of a legally recognised document of this kind is not required, the FWR can be issued in almost all cases. Its commercial character is practically the same as that of a "récépissé-warrant". The FWR incorporates detailed provisions regarding the rights of the holders-by-endorsement of the document, the transfer of ownership, and the agreement that presentation of the warehouse receipt amounts to good delivery of the merchandise. For all practical purposes, such legal functions intended by the use of the FWR are recognized in most jurisdictions.

The FWR is not negotiable, unless it is marked "negotiable". It must be decided individually in each country which standard trading conditions are to be applied to the FIATA warehouse receipt. In countries where forwarders use standard trading conditions which include also provisions regarding the activity of warehouse keepers, such standard conditions are to be applied.



This Project is funded by the European Union



Supplier			FWR FIATA WAREHOUSE RECEIPT No. _____ ORIGINAL	
Depositor			Warehouse Keeper	
Warehouse		Identification of means of transport: _____ Insurance: <input type="checkbox"/> Covered <input type="checkbox"/> not covered <input type="checkbox"/> Against fire <input type="checkbox"/> Against burglary/pilferage <input type="checkbox"/> Other risks covered (specify): _____ Insurance amount: _____		
Marks and numbers: _____ Number and kind of packages: _____ Description of goods: _____ Gross weight: _____	<p style="text-align: center; font-size: 2em; opacity: 0.5;">FIATA specimen</p>			
Received in apparent good order and condition: <input type="checkbox"/> Stated by Depositor Description of merchandise (contents): _____ <input type="checkbox"/> Controlled by warehouse keeper		Gross weight: <input type="checkbox"/> Stated by Depositor <input type="checkbox"/> Controlled by warehouse keeper		
<p>Warehousing is subject to standard business conditions, vide reverse. As warehouse keepers we are liable to deliver the stored merchandise against presentation of this document only, and in case of cession of rights exclusively to the holder of this document being legitimated by an uninterupted chain of transfers as outlined overleaf. We acknowledge that we can only lodge a complaint with the legitimated holder of this document if and when this refers to the validity of issue of said document and/or results therefrom. Our legal lien or right of retention will not be affected by this clause. In case of partial deliveries warehouse receipt must be submitted for entering outgoing stock.</p>				
Price and date of issue		Stamp and signature		
16				

Text authorized by FIATA. COPYRIGHT FIATA / Zurich - Switzerland 2002





This Project is funded by the European Union



FWB (non-negotiable FIATA Multimodal Transport Waybill)

The non-negotiable FIATA Multimodal Transport Waybill is a nonnegotiable sea waybill. The FWB should not be produced for delivery of goods.

Consignor		 FWB NON-NEGOTIABLE FIATA MULTIMODAL TRANSPORT WAYBILL <small>Issued subject to UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication 481)</small>			
Consigned to					
Notify address					
Place of receipt					
Vessel	Port of loading				
Port of discharge	Place of delivery				
Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement	
					
according to the declaration of the consignor					
Declaration of interest of the consignor in timely delivery (Clause 7.2) <input type="checkbox"/> YES <input type="checkbox"/> First delivery date if agreed		Transfer of right of control to consignee (Clause 4.) <input type="checkbox"/> YES		Declared value for ad valorem rate according to the declaration of the consignor (Clauses 8. and 9.) <input type="text"/>	
The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf					
Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery to the consignee as mentioned above.					
Freight amount		Freight payable at		Place and date of issue	
Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> Covered according to attached Policy				Stamp and signature	
For delivery of goods please apply to:					

This document is authorized by FIATA. Copyright reserved © FIATA / Zurich - Switzerland 10 97



This Project is funded
by the European Union



FIATA SDT (Shippers Declaration for the Transport of Dangerous Goods)

If a freight forwarder deals with the transport of dangerous goods he/she needs detailed information with regard to the classification of the goods according to

- ADR for the transport by road,
- RID for the transport by rail
- IMDG/IMCO for the transport by sea.



The classification is shown on the reverse side of the form.

The Shippers Declaration of the Transport of Dangerous goods, FIATA SDT, allows the freight forwarder to identify the goods and to clarify the question of responsibility in case of an accident or damage. Therefore it is important that the FIATA SDT is not filled-in by the freight forwarder. In each case the FIATA SDT must be completed and signed by the shipper and then handed over to the freight forwarder.



This Project is funded by the European Union



Shipper (Name & Address) / Chargeur (Nom & Adresse)			FIATA SDT No. _____ Country Code _____ SHIPPERS DECLARATION FOR THE TRANSPORT OF DANGEROUS GOODS (Approved by FIATA)	
Consignee (Name & Address) / Destinataire (Nom & Adresse)			Forwarder / Transitaire Ref. no. _____	
<p>In accordance with the European Agreement concerning the international carriage of Dangerous Goods by Road (ADR) with Annexes A+B of 30.9.1957, or the International Regulations concerning the Carriage of Dangerous Goods by Rail (RID) as Annex I of the International Convention concerning the Carriage of Goods by Rail (CIM) of 1.7.1977, or in accordance with Chapter VII - Carriage of Dangerous Goods - of the International Convention for the Safety of Life at Sea, 1960 (or 1974) supplemented by the provisions of the IMDG International Maritime Dangerous Goods (IMDG) Code, 1965 as amended, or national official regulations when applicable giving the precise listing of relevant ADR/RID Class, and/or IMDG/MCO Class, and/or Marginal Reference No., the undersigned, as principal of the forwarder remits to him together with the order of shipment of Dangerous Goods the following information:</p> <p>Conformément à l'Accord européen relatif au transport international des marchandises dangereuses par route (ADR) et ses Annexes A+B du 30.9.1957 ou au Règlement international concernant le transport des marchandises dangereuses par chemin de fer (RID) et à l'Annexe I de la Convention internationale concernant le transport des marchandises par chemin de fer (CIM) du 1.7.1977, ou conformément au Chapitre VII - Transport des marchandises dangereuses - de la Convention internationale pour la sécurité des vies en mer, 1960 (ou 1974) complétée par les dispositions du Code maritime international des marchandises dangereuses (IMDG) 1965, amendé, de l'OMI ou aux réglementations nationales officielles d'application donnant la liste précise des classifications ADR/RID et/ou IMDG/OMI applicables, et/ou le No. de référence marginal, le soussigné, commettant du transitaire, lui remet en même temps que l'ordre d'expédition de marchandises dangereuses les renseignements suivants:</p>				
Marks & Numbers, Number & Kind of Packages, Comex Technical Name of Substances, indicate ADR/RID Class, IMDG/IMCO Class, UN-No., Flashpoint (in °C); Marques et Numéros, Nombre et Nature des colis, désignation technique appropriée des substances indiquer la Classe ADR/RID, Classe IMDG/IMCO, N° d'ordre UN, Point d'éclair (en °C).			Gross Weight (kg) Poids brut (kg) Net quantity Quantité nette (when required) si y a lieu	
				
Characteristics: Special information is required for (a) dangerous goods in limited quantities, and (b) radioactive substances (class 7), in certain circumstances, (c) a weathering certificate, or (d) a Container/trailer packing certificate is required.		Caractéristiques: Des renseignements supplémentaires sont nécessaires pour (a) des marchandises dangereuses en quantités limitées et (b) les substances radioactives (classe 7). Dans certains cas, (c) un certificat d'intempéries, ou (d) un certificat d'emballage pour conteneur/remorque est requis.		
ADR/RID and/or IMDG/IMCO Declaration The undersigned declares that goods to be shipped are authorized for transport by road according to ADR or by rail according to RID and/or transport by sea and that their nature, conditions, packing and labeling are in accordance with ADR/RID and/or IMDG/IMCO prescriptions. If several dangerous substances are packed together in a collective package or in a single container it is furthermore declared that the mixed packing is not prohibited (ADR/RID). Instructions in case of accidents: <input type="checkbox"/> are joined <input type="checkbox"/> will be given The packages: <input type="checkbox"/> have been labeled <input type="checkbox"/> are not labeled		Déclaration ADR/RID et/ou IMDG/OMI Le soussigné déclare que les marchandises à expédier sont admises au transport par route suivant l'ADR ou par fer suivant la RID et/ou par mer et que les conditions de leur nature, l'emballage et l'étiquetage sont en concordance avec les prescriptions de l'ADR/RID et/ou IMDG/OMI. Si plusieurs marchandises dangereuses sont emballées ensemble dans un colis collectif, ou dans un même conteneur, il est déclaré également que cela n'est pas prohibé (ADR/RID). Des consignes en prévision d'accidents: <input type="checkbox"/> sont jointes <input type="checkbox"/> seront avisées Les colis: <input type="checkbox"/> ont été étiquetés <input type="checkbox"/> n'ont pas été étiquetés		
Special remarks Remarques particulières		Place and date of issue Lieu et date d'émission		
26		Shippers signature and stamp Scellé et signature du chargeur		

Text authorized by FIATA. Copyright FIATA / Zurich - Switzerland 5.87





This Project is funded by the European Union



FIATA SIC (Shippers Intermodal Weight Certificate)

The Shippers Intermodal Weight Certificate is an acknowledgment of the weight of the goods. It is very often used in the intermodal freight forwarding in the USA instead of the intermodal certificate. The FIATA SIC is up to the standards of the Intermodal Safe Container Act from the USA.

Name and address of certifying shipper		 FIATA SIC Shippers Intermodal Weight Certification	No. <input type="text"/>	DATE <input type="text"/>
		Marks and numbers	Number and kind of packages	Description of goods
		specimen		
Container or trailer number (if applicable)				
Packaging material including crates, pallets and dunnage, if not included above				
Actual gross cargo weight				
<p>The undersigned shipper herewith certifies that the gross weight of the goods listed herein is true and correct and includes all applicable packaging material, pallets and dunnage.</p>				
<p>(For shipments to or from the USA see notes overleaf)</p>				
		Place and date of certification		
		Stamp and signature of certifying shipper		

Not authorized by FIATA. Copyright reserved © FIATA, Zürich - Switzerland 10.07





This Project is funded
by the European Union



FFI (FIATA Forwarding Instructions)

Freight forwarders mostly design and print their own forwarding instruction forms which have to be filled in by their clients. However, the instruction forms of the various freight forwarders are non-uniform. FIATA therefore thought, that it would be advisable for freight forwarders to agree on a common layout and drafted the FIATA Model for Uniform Forwarding Instructions. The form is aligned to the UN layout key for trade documents, which aims at providing an international basis for the standardisation of documents used in international trade. The form is designed to be used in the aligned series and to combine functions in sets of forms, of which integral parts serve various purposes in the procedures for cargo handling.

The member organisations of FIATA may adapt this instruction form to their national requirements, however, it is fundamental that such changes are made within the margin of the UN layout key. FIATA recommends its national member organisations to adopt and to introduce this instruction form, as it is an important tool to improve professional standards and will serve to fasten the corporate identity of our trade.



This Project is funded by the European Union

FIATA FORWARDING INSTRUCTIONS FFI

3336 Consignor		Emblem of National Association	approved by FIATA	
1			1492 Consignor's reference No. 2	
3132 Consignee		3170 Freight Forwarder		
3		4		
3180 Notify party		3238 Country of origin	Documentary credit	
5		6	7	
Goods ready for shipment		4490 Conditions of sale		
Place _____		9		
Date _____				
8066 Mode of transport		Transport insurance		4112 Insurance conditions
10		11		
Air _____ Road _____		Covered by us _____		
Rai _____ Sea _____		Covered by consignee _____		6345 Currency and 5011 value insured
3258 Place of destination		To be covered by you _____		
1102 Marks & numbers	7224 Number & 7064 type of pkgs.	7002 Description of goods	6297 Commodity code	6292 Gross weight
12		13	14	15
			6048 Net net weight	6322 Cube
				Value
The goods and instructions are accepted and dealt with subject to the Trading Conditions printed overleaf.				
4078 Handling instructions (dangerous goods etc.)				
17				
Dimensions / Measurement and weight of each package				
1346 Document enclosed:		1360 Document required:		4052 Terms of delivery
		18		19
				3410 Place and 2005 date of issue
				20
				4426 Authentication
				21

Text authorized by FIATA. COPYRIGHT FIATA / Zurich - Switzerland 4.8f

specimen



This Project is funded
by the European Union



FIATA Forwarding Documents are recognized by the world trade system and financial banking institutions.

Freight forwarders, who are issuing and using FIATA documents, give a proof of high quality, reliability and the raised degree of the responsibility for rendered services before business circles. The freight forwarder can release the client from all actions connected with delivery of a cargo completely. In turn the client has an opportunity in advance to estimate all the charges connected with delivery of the goods.

The freight forwarder is responsible for the mistakes and omissions, and also for mistakes and omissions of any third party involved. The client is released from collecting documents for presentation of claims to numerous actors of forwarding and transportation operations. There is only one uniform respondent - the freight forwarding.

Application of FIATA documents accelerates payments and the flow of money resources. The possession of FIATA documents means for its owner the performance of some obligations on good delivery, and the owner can show documents to the bank and receive payment for the goods long before actual delivery of goods.

In particular, from the commercial point of view, application of FIATA documents facilitates calculations of forwarding and transport charges; reduces volume of the documentation and document circulation; improves the control over transport and forwarding charges; reduces dependence on change of rates and tariffs; reduce handling time, commodity stocks and warehouse needs; improves the quality of planning of commodity stocks; represents the best opportunities for the control over commodity markets; simplifies procedure of presentation of claims; and cuts down the expenditures connected with presentation of claims and the insurance.

From government point of view - application of FIATA documents enables freight forwarding business in the country generating revenues; customs formalities become simpler; control over the transport chain improves; currency expenses are cut down; and the balance of payments improves. FIATA documents promote introduction of new technologies and attract insurance companies. FIATA documents also raise competitiveness and improve export opportunities of the country.

Concluding we may say that the use of FIATA documents FIATA brings benefit both for the client as well as for the government. FIATA documents promote overcoming trade, political, legal, tax, customs and language barriers and stimulate the development of the freight forwarding industry.



This Project is funded
by the European Union



2 NEEDS FOR AND OBLIGATIONS OF PROFESSIONAL FREIGHT FORWARDERS ASSOCIATIONS - FIATA SECRETARIAT

In a number of developing countries, there are no professional freight forwarders' organisations recognised by governments as representing all or the majority of the freight forwarding companies operating in the country. In some cases, the existing association does not speak for the profession. In other cases, there are two or more associations claiming to present and defend the interests of their members. These associations generally gather sub-elements of the profession such as air-freight forwarders, customs brokers, etc. This is a reflection of the lack of proper identity perceived by the industry itself and the need it has to cluster around a particular mode of transport or a particular function only.

The result is that the professional associations lack credibility in the eyes of the authorities and other commercial parties since they are too small to be sufficiently representative. When governmental decisions are being made related to the international transport of the country's goods, these associations are normally not consulted but even when they are their negotiating power is limited. Such associations are often managed on a part-time basis with the co-ordination, dispatching and "paper-pushing" of the daily tasks of the association done through the good-will of a few members offering their support in addition to running their own businesses.

A well-functioning national professional association, headed by recognised individuals, is likely to be invited to express the views of the profession and, when necessary, to defend its interests in national, sub-regional and international meetings related to trade and transport. As a consequence, government officials and commercial parties will develop a better understanding of the role of the profession, and react positively to reasonable proposals presented by its representatives. A professional association can also assist national freight forwarders in becoming better prepared to perform their daily tasks through regular information and/or training on local regulations and procedures, on new technologies such as EDI or new international transport developments.

By providing ways and means for improvement of the industry, it can also establish prerequisites for members to join the association. These prerequisites, or minimum standards, can be used to prevent the image of a selective, competent profession.



This Project is funded
by the European Union



However, a professional association cannot be constituted by “decree”. It must develop from the own desire of a responsible group of professionals of the freight forwarding industry (similar in-house standards, rules, practices, as well as similar professional capabilities). Membership of the association should remain voluntary. Convincing information and recruitment campaigns should be organised regularly to tell freight forwarders about the main activities of the association and of the benefits they will derive from membership.

In this way, information campaigns will become recruitment campaigns to enlist new members. However, recruitment of new members should follow a formal and strict procedure. It is not enough to register and pay annual fees. The agreed minimum standards must be maintained. Furthermore, the association will need committed members. It is clear that an association is a “living body”: it appears, grows, matures, suffers illnesses and recovers again. In the early days of any association, the dynamics depend on the selected few who are managing the association. Once the association has been launched and becomes an “institution”, then the leadership can be passed on to professional managers.

In order to membership to be attractive, the association should be able to demonstrate clearly the advantages or benefits a member may gain from joining. The realisation by transport users that members of its association have a certain, recognised level of competence and that they may lose business by abstaining from membership and thus not be seen as having this level of competence, will be an important incentive for joining. Apart from setting minimum standards, the provision of training and information which will help members maintain such standards is probably the most useful activity an association could provide.

At a more sophisticated level is the organisation of a “think tank” of competent professionals who could generate recommendations to the profession and to the Government on ways and means to improve services and thereby stimulate international trade. By so doing, the association would demonstrate maturity and be considered as a reliable partner in the national economy.

The broad objectives of such a freight forwarders association could be:

- To set and ensure the maintenance of acceptable minimum standards of its members for the general benefit of the nation;
- To act as a spokesman vis-à-vis the Government, transport users and other organisations which deal on a regular basis with its members;
- To hold meetings for the presentation and discussion of information and original thought on transport, particularly as it relates to the national situation;



This Project is funded
by the European Union



- To conduct an examination of applicants leading to corporate membership in the association;
- To make FIATA Documents available to freight forwarders; and
- To provide important ancillary services, such as:
 - the publication of a regular newsletter/journal;
 - provision of a library;
 - organisation of training of the staff of members; and
 - the granting of study awards.

Freight forwarders are generally considered as commercial enterprises. They are usually registered under the code of commerce but membership of a professional association is not mandatory. The intervention by the Government making mandatory membership in an association before being allowed to exercise the profession would be an extreme solution. It would give great force to the organisation and enable high standards to be set. However in such case it would be necessary to avoid a “closed-shop” situation. The entry of new members would have to be facilitated as long as they were able to fulfil basic professional requirements established by the association.

The question of mandatory versus voluntary membership is a delicate one and depends very much on local conditions. One approach could be to let membership be voluntary but to channel all governmental commercial transactions through freight forwarders who were members of the national association.

It is very important that such professional associations be established with a permanent secretariat supported by adequate staff, offices and equipment. These elements will no doubt have to be financed from membership fees, for example, from some levy system based on gross turn-over, declared profit or number of employees, etc. and/or from income earned by the association’s activities (seminars, publications, provision of transport documents, etc.). The financial health of an association is a vital issue.



This Project is funded
by the European Union



3 The best practice from Freight Forwarders Associations

3.1 Freight Forwarders Association of the Russian Federation

The Freight Forwarders Association of the Russian Federation was established in September 1990 on the base of the freight forwarding organizations being in existence since the middle of the past century. The last re-registration of the Association caused by some alterations to the statutes and changes in its name was made in March, 2001. In accordance with its statutes the Association is a non-commercial organization uniting on a voluntary basis freight forwarding companies and firms of different forms of property with the aim of expansion of cooperation among them, coordination of their activities and protection of their rights as well as presentation and protection of the common freight forwarding interests at the state bodies, public and international organizations. The Association has not the goal to extract profit from its activities. In case of getting any profit such a profit is subject to be used for its statutes purposes.

The Association independently makes out the plans of its activities in accordance with the statutes and on the basis of the resolutions passed by its members.

The Association ensures achievement of its statutes goals by the following ways:

- *Joining up freight forwarding organizations to a single united national association*

Such unification is extremely necessary for the freight forwarders themselves as the Association serves for them as a certain proof for their high professional quality, financial standing and good repute.

Membership in the association puts the freight forwarder in a better position to obtain orders for rendering freight forwarding services to the customers. Membership in the Association of any freight forwarding company is not less important for the customers as well. This membership serves for the customers as a certain guarantee for obtaining high quality and reliable freight forwarding services.

Amalgamation of the national freight forwarders to a united organization is also for the Association sheer necessity for its normal activities and accomplishment of its tasks.



This Project is funded
by the European Union



Economic structures in Russia cannot function successfully without advanced development of transport and freight forwarding complex. Such complex is the backbone of the country's economy.

- *Protection of the Association members' interests on the Russian freight forwarding services market;*
- *Coordination of efforts in the field of expansion of business activities;*
- *Non-admission and avoiding unlawful and dishonest competition;*
- *Representation and safeguard of the freight forwarders interests in government bodies, public and other organizations.*

These activities are carried out in two directions:

1. Within the framework of the branches of public committees and councils attached to power structures and public organizations. Within the framework of the said committees and councils the Association renders to its members assistance in providing them with optimum conditions for their professional activities and achievement of high economic efficiency;
2. In accordance with its statutes, duties and obligations the Association accomplishes the aforesaid tasks directly with the power authorities taking part in discussions of drafts of various legal regulations concerning transport and freight forwarding, tax and customs activities, including the Customs Code, Tax Code; different transport codes and laws.

In particular, the association had a leading role in preparation and working out of the "Federal law about transport-forwarding activities". This law was adopted by the Parliament and signed by the President of the country on June 30, 2003. On behalf of its members the Association applies to various state and government bodies with the problems to be solved, including those cases when a member of the association for one or other reason does not want to do this himself.

- *Representation of the Russian freight forwarders in the International Federation of Freight Forwarders Associations (FIATA) and protection of their interests on the world market of freight forwarding services*



This Project is funded
by the European Union



Since 1992 the Association has been representing the interests of the Russian freight forwarders at FIATA as a single national freight forwarders association. About 90 Russian freight forwarders are accepted to FIATA membership on individual basis. This fact serves as a positive demonstration of entering of Russian freight forwarders to the world freight forwarding society.

The Association actively promotes the introduction of FIATA forms and documents into Russian freight forwarding practice. At the beginning of 2004 about 50 members of the Association had the right to issue FIATA forms and documents to their customers. The right of a freight forwarder to issue FIATA Multimodal Transport Bill of Lading, Multimodal Transport Waybill, Forwarders Certificate of Transport, Warehouse Receipt, etc. is an illustration of high level of professionalism of freight forwarders and a guarantee of high quality of freight forwarding services provided.

- *Providing the Association members with information and consultative services*

It is well known that in modern market conditions it is quite impossible to reach any significant result without sufficient information. From the very beginning of the activities of the Association, that is, from 1990, members of the Association have been supplied with documents and materials clarifying and regulating freight forwarding activities and the branches of economy connected with these activities. In summary, the Association has managed to avoid an information vacuum in its relations with the members. Since 1998 the Association has been publishing its own periodical magazine "The International Forwarder". The magazine is of informative and analytical nature and is in active demand among freight forwarders and its customers.

Participation in exhibitions and conferences on transportation and freight forwarding plays a very important role in the Association activities. The Association is a permanent participant of "Transtek" exhibition, "Trans-Russia" exhibition and since 2004 participates by its own stand at the exhibition "Transport and Logistics" as well.

- *Vocational training of freight forwarding personnel and rendering assistance in improvement of freight forwarders professional skills*

Achievement of this goal is fulfilled with the help of the Centre of Vocational Training set-up with the Association. Every year five special courses of an 80-hour training programme and several one- to three-day seminars on actual freight forwarding problems are conducted. A substantial part of the training is carried out with so called "visits on the spots", that is by conducting training at the premises of the companies. Graduating from these training



This Project is funded
by the European Union



programmes is acknowledged by the official certificate. In October 1999 during the FIATA World Congress in Dubai, the Association defended 180-hour syllabus of vocational training in accordance with the FIATA international standards and obtained the right of issuing FIATA Diplomas to graduated trainees. Since then up to now 65 students were awarded these diplomas.

- *Certification of quality of freight forwarders services*

In 2002, government authorities registered the Association's programme of voluntary certification of freight forwarding services of the members of the Association. The most active members of the Association were certified. It is necessary to note that the Association rather carefully prepared itself for these activities.

The Association worked out and continues to improve ideology of certified verification. The basic postulate of this ideology is the fact that verification is carried out not with the aim to issue a certificate as a formal approach for verification, but mainly for rendering the active assistance to the enterprise in the field of its activities. The Association enlists to these activities the most qualified experts and authorities in the field of transportation and freight forwarding with the aim to make the certification as a special school of transmission of positive experience of freight forwarding activities. Moreover, the criteria of analysis of the documents presented by the enterprises are constantly under improvement. The Association has enough possibilities for fulfilling this task by means of carrying out work on collecting and analyzing the members' activities and their experience. The results of such analytical job are used during certified verification of other members of the Association. In this case exists a good opportunity to draw attention of the verified administration and its staff to the optimum solution of the problems appeared in member companies activities.

- *Court of Arbitration*

A court of arbitration was established within the framework of the Association. The court was registered in accordance with the rules in force. The court is called for assisting in creation of friendly atmosphere of business cooperation among freight forwarding companies. It is supposed that with the help of this court the commercial arguments between freight forwarders on one hand, and shippers and carriers, on the other hand will be solved.

The main advantage of appeal to the court is saving time and money. Absence up to now of official appeals to the court does not put in doubt its existence. The most important fact is the existence of such facility. The lack of appeal can be seen as a proof of the high level of



This Project is funded
by the European Union



professionalism of the freight forwarders, rendering the services without conflicts or solving all problems without applying to the court.

The above enumerated trends of the activities of the Freight Forwarders Association of the Russian Federation are called for offering each freight forwarder the possibility for competent participation in civil legal relations while rendering services on movement of the goods from producers to consumers by all existing modes of transport.

The freight forwarder in accordance with its duty and engagement renders a wide range of services. Under instructions of the customer the freight forwarder offers the most efficient routing of freight transportation and the most appropriate means of transport. The freight forwarder coordinates with all participants the delivery of the goods and takes measures for barring unproductive handling and storage of the goods at transshipment points, prepares and issues the documents necessary for transportation and delivery, helps to prepare documentation for customs, quarantine, phyto-sanitary control, consular formalities; fulfils payments; and is a representative of the shipper for carriers and other partners in the logistics chain.

It is rather difficult to overestimate the freight forwarders' role in commercial activities of consignors, exporters and importers. On one hand taking advantage of its neutral and binding link among shippers, carriers and consignees, the freight forwarder obtains cutting down the value of transport component in the price of the goods, thus raising competitive abilities of the supplier. On the other hand, the freight forwarder providing transport means with cargoes reduces the chance for empty backloads. And while coordinating the time of cargo handling from one mode of transport to another, the freight forwarder reduces the time of handling, loading and unloading operations.

Thus, the activities of the Freight Forwarders Association of the Russian Federation are subjected to the creation of conditions for rendering of high quality freight forwarding services to their customers. On these services depends safe, timely and economical movement of the goods for foreign and domestic trade.



This Project is funded
by the European Union



3.2 China International Freight Forwarders Association

Founded in Beijing on September 6, 2000, China International Freight Forwarders Association (hereinafter CIFA) is the national organization for international freight forwarding industry. It is a social group that all provincial and municipal freight forwarders associations; international freight forwarding enterprises and enterprises related to freight forwarding can voluntarily join, and it also accepts influential individuals in freight forwarding industry, transportation and logistics field. Now, CIFA has about 500 members (including 23 local international freight forwarders associations from each province, city or autonomous region as group members), including 98 council members and 48 standing council members.

CIFA business is under the leadership of the Ministry of Commerce. As a bridge between government and members, the mission of CIFA is: to assist the government to conduct the regulation of the freight forwarding industry; to keep the market in good order; to promote the communication and cooperation among the member enterprises; to safeguard the interests of the industry according to law; to protect members' legal rights; and to boost the development of foreign trade and international freight forwarding industry.

CIFA, as a non-governmental organization, takes part in international trade and transportation affairs and visits every kind of related international meetings on behalf of Chinese freight forwarding industry.

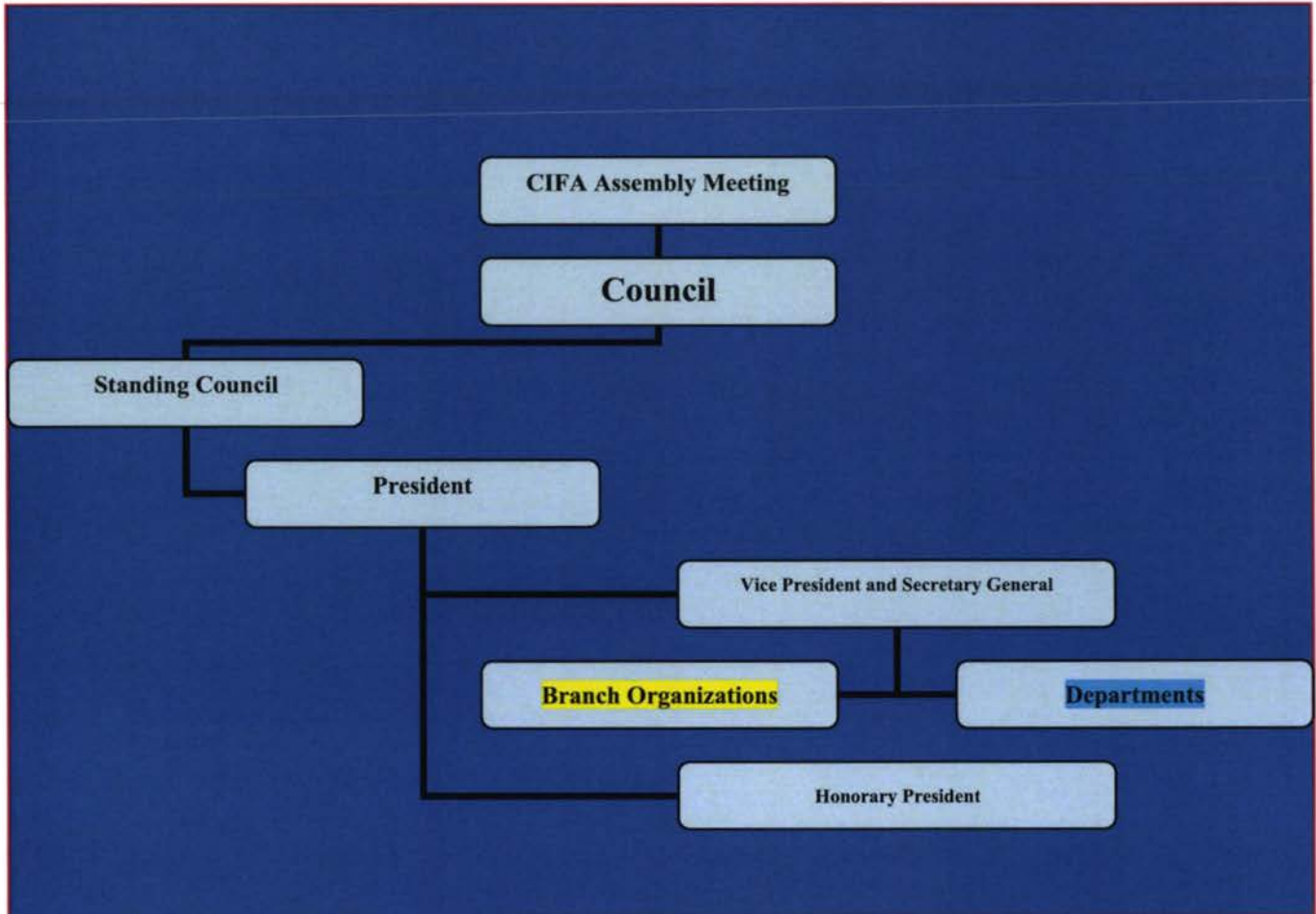
Since its founding in 2000, CIFA has done a lot of work in acting as an intermediate between government and enterprises firmly safeguarding their legal rights. CIFA receives high credit and reputation from government, freight forwarding enterprises as well as from all other circles of the society for its pioneering contribution in promoting the development of freight forwarding industry in China.



This Project is funded by the European Union

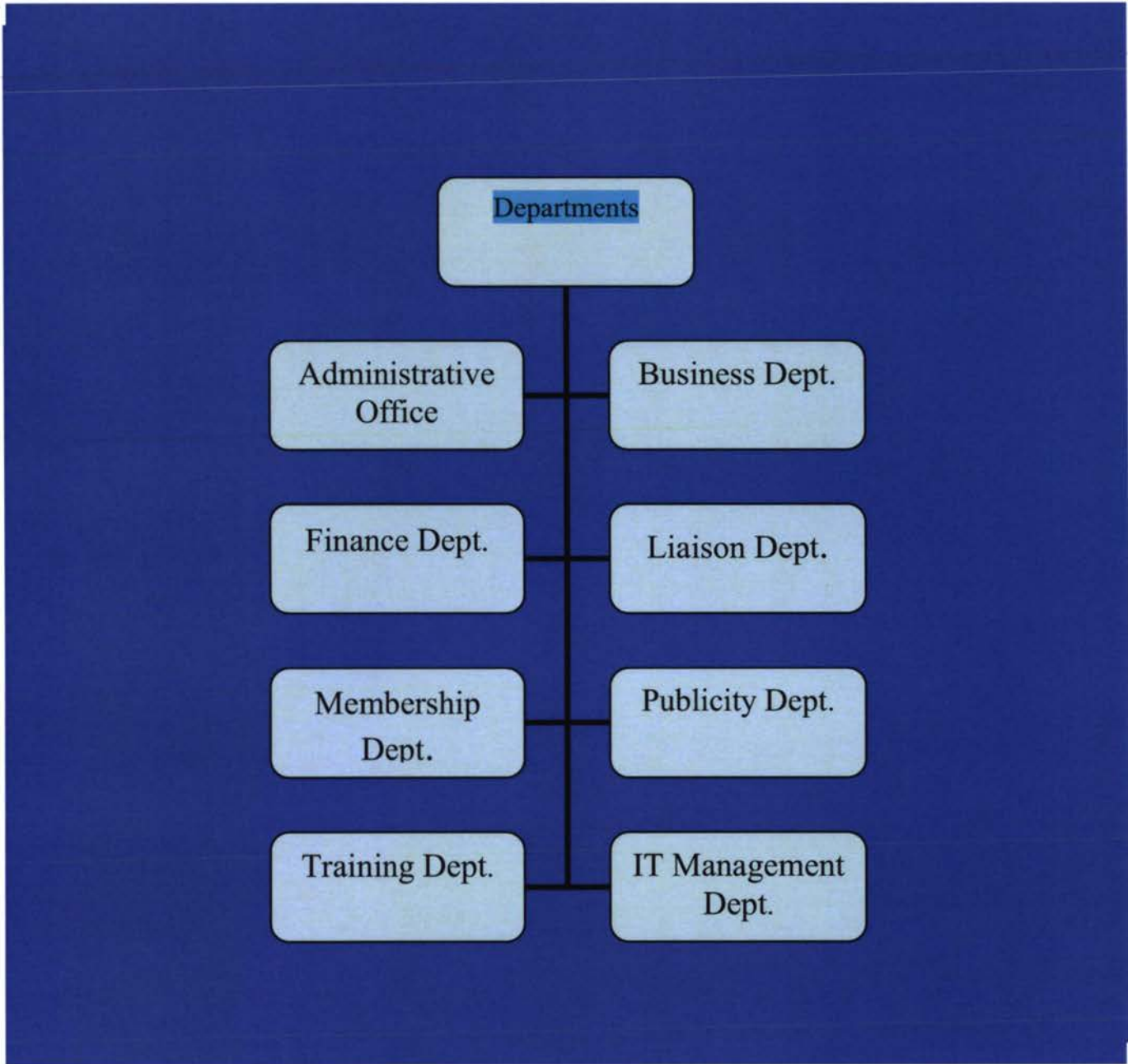


Organizational structure of CIFA





This Project is funded by the European Union





This Project is funded
by the European Union



Member Rights

- the rights to become FIATA member;
- the priority and preferential rights to participate in visits and study tours abroad organized by the CIFA;
- the priority and preferential rights to participate in training programmes, seminars and conferences organized by the CIFA;
- the preferential rights to participate in national and international exhibitions;
- improve the business credit standing and trustiness;
- the rights to get the latest industrial news and information and to discuss and vote for the relevant regulations;
- the preferential rights to get consultation help from CIFA;
- the preferential rights for books and information materials provided by CIFA.

Procedures to join CIFA

- download the application form for joining CIFA (referred as application) from the website or obtain the form from Member Affairs Department of CIFA and fill in the form item by item with corporate executive's signature and seal;
- provide a copy of business license issued by the relevant authorities;
- provide a copy of Record Form to the business in-charge authorities;
- for foreign-invested enterprises, provide a copy of foreign-invested enterprise approval certificate issued by the Ministry of Commerce;
- fax the finished application form and these photocopies to CIFA; when the Member Affairs Department examines and verifies these documents, submission of the original application form can follow;
- after approving of application materials, the enterprises will be informed to pay the annual membership fee to CIFA;
- Authorization Department of CIFA will issue Membership Certificate of China International Freight Forwarders Association to the applicant units;
- the names of new members are posted on the China Freight Forwarding Logistics and the website of CIFA.



This Project is funded
by the European Union



Procedures to join FIATA

The procedures for national freight forwarders to join FIATA are as follows:

- join to National Freight Forwarders Association, CIFA;
- bring forward to CIFA the application to join FIATA;
- fill in the FIATA application form (enclosed the Chinese and English version of enterprise introduction) after CIFA examination and consent, then CIFA will report to FIATA with signed opinions;
- FIATA decides whether to approve the application;
- after paying the membership dues, applicants will become FIATA members.

The Website of CIFA

The CIFA website is a comprehensive information platform releasing news and information on international freight forwarding industry in both Chinese and English, in particular:

- releasing CIFA news on meetings and activities, etc;
- offering information on industrial laws, market information and ports, etc;
- links to websites of relevant government departments, international organizations and well-known corporations;
- offering members' information and promotion platform;
- offering the legal Chinese international freight forwarders on the record of Ministry of Commerce of the People's Republic of China;
- releasing training materials;
- publishing articles written by experts on the industrial development and highlighted topics;
- offering information about and/or from International Federation of Freight Forwarders Associations (FIATA);
- qualification textbook and reference online inquiry and order;
- offering a platform for users to participate in discussion and providing consultation.



This Project is funded
by the European Union



The training and examination of National Professional Certificate in Freight Forwarding and FIATA Diploma in Freight Forwarding

The Ministry of Commerce has entrusted China International Freight Forwarders Association (CIFA) to be responsible for the Training and Examination of the National Professional Certificate in Freight Forwarding, and to issue the Certificates to the Trainees in Freight Forwarding since 2002. In September 2004, CIFA successfully obtained the validation from FIATA for the Training and Examination of FIATA Diploma in Freight Forwarding in China.

Responsibilities of CIFA Training Department are as follows:

- planning and implementing the training and examination programme for the two Diplomas: CIFA Diploma in Freight Forwarding & FIATA Diploma in Freight Forwarding;
- compiling & updating textbooks for the training and examination of the two diplomas;
- guiding the work of the two Examination Centres; organizing the examinations and assessments;
- organizing the training and examination of the trainers nationwide; evaluating the testing scores of the trainers and announcing the qualified trainers;
- validation of the training & examination schools of two diplomas, and signing the agreements with them for the training and examination;
- organizing seminars and short-term training programmes in international freight forwarding business.

Publications

CIFA publishes the periodical "China Freight Forwarding Logistics". The objective of this publication is to express the enterprises' voices to the relevant government departments; notify the working status of CIFA to the members; and discuss the general problems in the industry. The publication focus on problems in the industry; offer information about international freight forwarding industry; and publishes surveys, investigations and training in China and abroad.

CIFA organizes experts and professionals in the industry to edit Textbooks for the Training and Examination of the Freight Forwarding Practitioners; Training Reference Books for National International Freight Forwarding Practitioners; FIATA Diploma Training Textbooks (English version); CIFA Trading Conditions; Air Freight Loading Technical Manual; and The Directory of China Freight Forwarding Enterprises etc.



This Project is funded
by the European Union



Exhibition Working Committee

The Exhibition Working Committee of CIFA, founded in February 2002, is a national and non-profit association. 18 freight-forwarding companies that are engaged in transportation exhibitions constituted the committee voluntarily, and all these companies are registered in the People's Republic of China. The main tasks of the Exhibition Working Committee are to assist the relevant government sectors to standardize the enterprise management; strengthens the industry self-discipline; and maintain the normal market order and the valid rights and interests of the member enterprises. The committee also promotes the communication and collaboration among the member enterprises and the foreign countries counterparts.

Working Committee on Transportation of Dangerous Goods

The Working Committee of CIFA on Transportation of Dangerous Goods is a national and non-profit association. It is a professional branch constituted voluntarily by member enterprises, which are engaged in transportation of dangerous goods. The members of the committee are the leaders recommended by the companies and the specialists in this field. At present the committee has 17 group members.

The mission of the committee to promote the secure management of the dangerous goods; to strengthen the industry self-discipline; to maintain the normal market order of the transportation of dangerous goods; to promote the exchange and collaboration among the member enterprises and the foreign counterparts; to protect the legal rights and interests of the members; and to offer the managerial and technological support to the members.

Express Working Committee

The Express Working Committee was founded in December 2002, and now it has 15 members. The committee aims to assist the relevant government sectors to supervise, control, harmonize and manage the international express enterprises; to respond the more open international express market; to maintain the normal market order of international express industry; and to protect the legal rights and interests of the member enterprises.



This Project is funded
by the European Union



Working Committee on Multimodal Transport

The Working Committee of CIFA on Multimodal Transport (hereafter committee) is a national and non-profit association. CIFA member units that are engaged in multimodal transportation organized it voluntarily. The working committee is composed of the leaders recommended by the member units and some specialists in the field of multimodal transportation. Now the committee has 16 group members. The main task is to promote the management of multimodal transportation business; to enforce the industry self-discipline; to maintain the normal business order of international transport industry; to boost the communication and cooperation among the members and their foreign counterparts; to safeguard the legal rights of the members; and to offer managerial and technological support to the members.

Working Committee on Air Freight

The Working Committee on Air Freight of CIFA has been granted authorization to be set up by Ministry of Civil Affairs of the People's Republic of China in 2005. The Air Freight Working Committee assists the governing department to enhance the supervision and management of the international freight forwarders industry.

The Committee not only cooperates with CIFA, to reinforce the self-discipline, service guidance and concordance in the industry, but also keeps the market in good order. The Working Committee on Air Freight communicates with the air transportation enterprises and protects the legal interest. In the meantime, the Committee promotes communication with the counterpart departments of FIATA and cooperation between the members and international freights forwarding enterprises worldwide. It also standardizes the service standard and service content of the member enterprises.

The Working Committee on Legal Affairs

The Working Committee on Legal Affairs was founded in 2001 and works as follows:

- a) Organizes and promotes the research on transport and freight forwarding documentation including the international freight forwarding bill of lading, ocean bill of lading, airway bill, road consignment note, railway bill, etc; it carries out research on legal and practical problems, which occur in different kind of transport operations: and also research on national and international legislation and policy issues related to international freight forwarding; it develops the academic exchange and activates the academic atmosphere.
- b) Research on the legal status of international freight forwarders and the legal and practical problems which will occur or are likely to come out in doing the traditional or modern logistics business. From the problems, the legal working committee shall sum



This Project is funded
by the European Union



up the experience and lessons, draft the precautionary measures, and put forward a proposal to relevant departments, then offer a consulting service to related enterprises and departments.

- c) Analyzes the duty and liability insurance of international freight forwarding and promotes the liability insurance of freight forwarding.
- d) Analyzes and discusses the difficult cases and disputes in practice.

The International Movers Committee

The International Movers Committee was founded in April 2001. The committee has 14 companies as member, which are all engaged in import and export transportation of non-trade goods. The committee aims at gathering the maximal strength to develop the international moving industry in China. The international moving industry is part of the international freight forwarding business. With the strong growth of China's economy, many foreigners come to China to invest, looking for jobs and study; also people who have studied abroad come back to find development opportunities, while the Chinese youngsters also go out to developed countries to get further study. Thus the demand for international portage service is increasing day by day. The mission of the International Movers Committee is: to assist the government to strengthen the management of international moving industry in China and maintain the normal market order of this industry; to promote the communication and collaboration among the member enterprises and foreign countries counterparts; to protect the legal rights and interests of the member enterprises; and to normalize the service standards and service content of the member enterprises in order to ensure the consumers to get the good faith, high quality and economical services.



This Project is funded
by the European Union



3.3 Uzbek International Forwarders Association

The Uzbek International Forwarders Association, UIFA, was established and became ordinary member of FIATA in 1996. UIFA is a voluntary confederation of legal entities, irrespective of patterns of ownership and organization and legal structure, united to coordinate their activity, and also represent and protect general interests.

At present Association includes about 45 organizations: 13 ordinary members, 9 of which are associated members of FIATA; 7 associated members, 1 of which is the associated member of FIATA; 23 individual members; and 2 organizations with the status of observer.

UIFA is registered at the Ministry of Justice of the Republic of Uzbekistan. The Association executes its activity according to the Law of Republic of Uzbekistan "About non-state and non-commercial organizations", other acts and the Articles of Association. The basic purpose of Association is the creation of the most favourable conditions for qualitative and duly performance of a complex of freight forwarding services and the development of forwarding industry in the country as a whole, and also assistance to realization and activation of a successful appearance of the members of Association to the international market of freight forwarding services.

Activity and authorities of UIFA

1. Confederation of transport, freight forwarding and transport insurance organizations of the Republic of Uzbekistan; joint Uzbek and foreign enterprises; and companies which are carrying out freight forwarding and related activities as insurance and other operations in the market of international freight forwarding and insurance services;
2. Assistance and development of freight forwarding industry in the Republic of Uzbekistan;
3. Representation and protection of interests of freight forwarding industry of Uzbekistan in the internal and external markets of freight forwarding services;
4. Coordination of efforts of ordinary and associated members of the Association on expansion of their business activity on the internal and external market;
5. Representation and protection of professional interests of international forwarding agents and carriers profession in governmental and public bodies; educational, research and project institutions; organizations including international ones located within and outside the Republic of Uzbekistan;
6. Rendering of support and expansion of cooperation between the members of Association;



This Project is funded
by the European Union



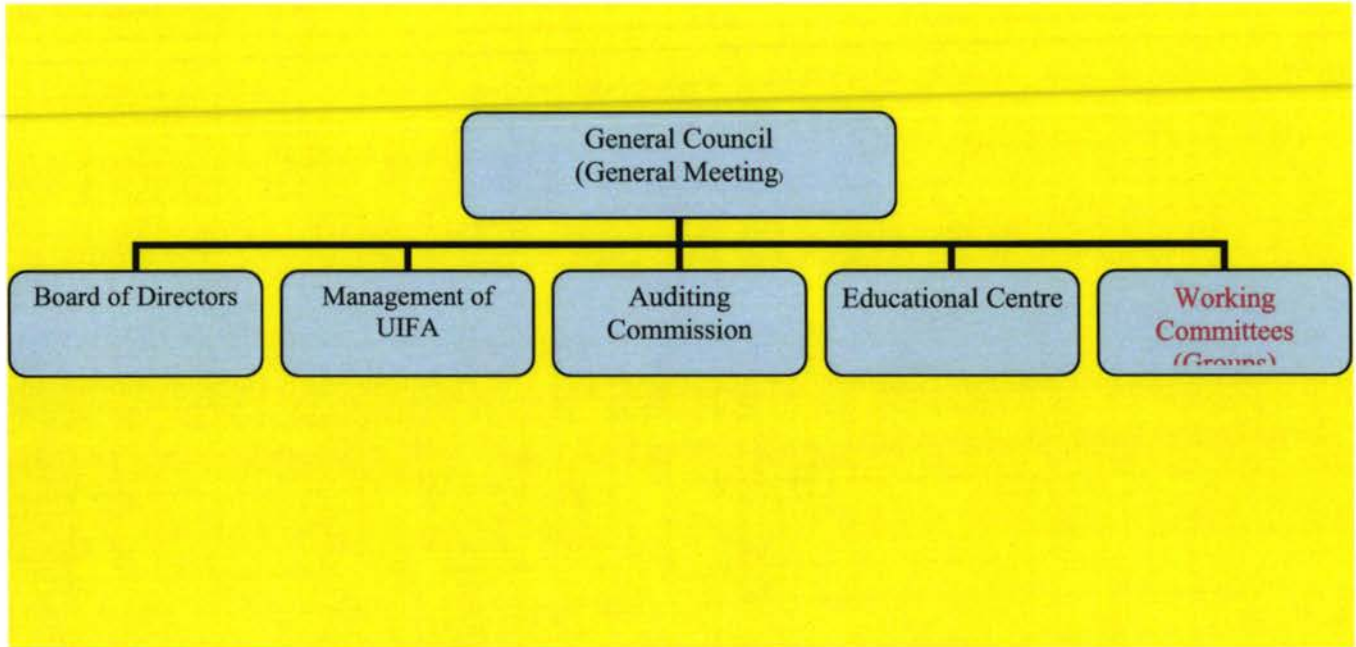
7. Increase in the quality of freight forwarding services by way of elaborating scientifically founded approaches, methods, technologies and recommendations; active participation in creation of normative and legal basis for its regulation and standardization; scientific and methodical basis for its development; implementing international uniform FIATA documents and forms, standard trading provisions (INCOTERMS), as well as recommendations; and results of scientific and other researches, carried out by the Association in the sphere of domestic and foreign freight forwarding industry;
8. Development of business cooperation with foreign freight forwarding companies, insurance companies and other organizations;
9. Representation and protection of interests of the members of Association in the International Federation of Forwarders Associations (FIATA), in other international federations, unions, associations and national freight forwarders associations;
10. UIFA is represented:
 - in the General Council of FIATA;
 - in the Board of Directors of FIATA;
 - in FIATA, in the National Associations of Asia and Pacific countries;
 - in Airfreight Institute (AFI);
 - in Seafreight Institute (SFI);
 - in Multimodal Transport Institute (MTI);
 - in Customs Affairs Institute (CAI);
11. UIFA is presented in the FIATA advisory body of legal matters, advisory body of public relations, advisory body of vocational training, advisory body of dangerous goods and advisory body of information technologies;
12. The Association has rights on printing and distribution of freight forwarding documents and forms of FIATA;
13. The Association has received the special certificate permitting to carry out professional training for staff in freight forwarding industry.



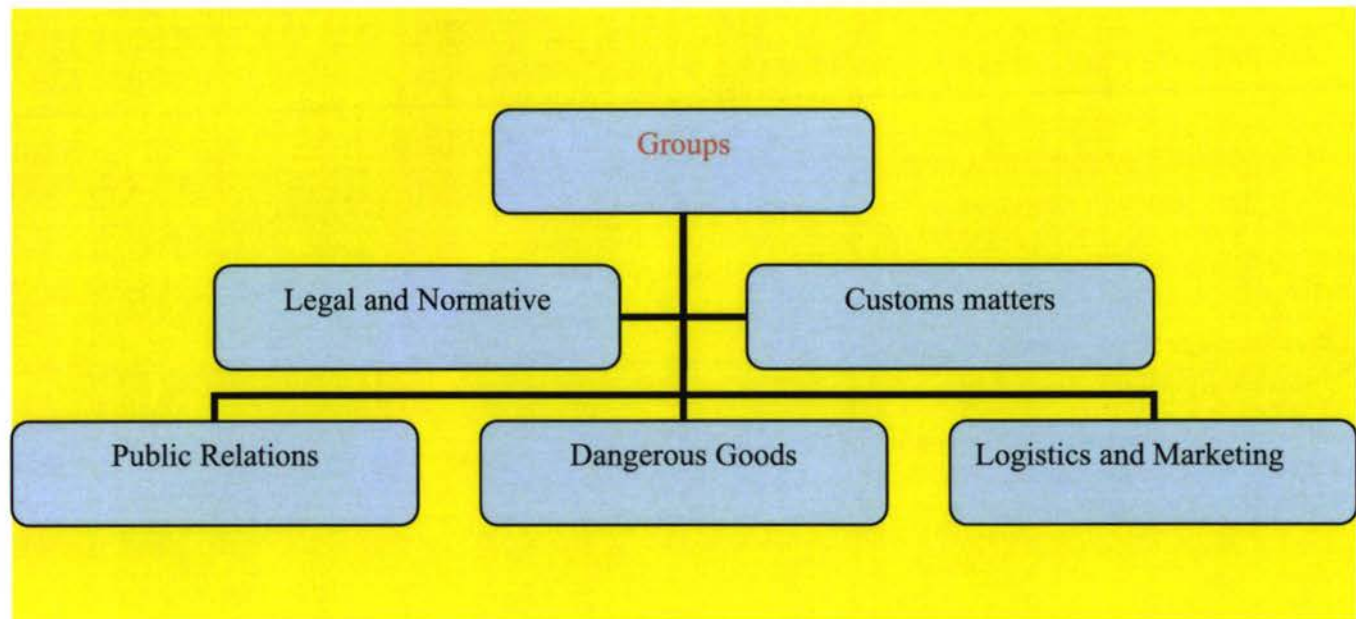
This Project is funded by the European Union



Organization of UIFA



Working Committees (Groups)





This Project is funded
by the European Union



3.4 Association of International Freight Forwarders of the Ukraine

The Association of International Freight Forwarders of Ukraine, AIFFU was established by the initiative of more than 100 freight forwarding Ukrainian organizations of all kinds of ownership on September 27, 1994. It is a professional voluntary non-profitable amalgamation of international freight forwarders of Ukraine. AIFFU has 175 freight forwarding organizations of all kind of ownership as member, including FIATA individual members.

AIFFU is member of FIATA since 1995, and also member of the European Association for Forwarding, Transport, Logistics and Customs Services, CLECAT since 2003. The vocational training program in the field of international freight forwarding, which AIFFU developed and was successfully certified by FIATA in 1996, was the first one among the FIATA members from the CIS countries. In 2004 AIFFU defended a renewed training program at FIATA in accordance with the requirements and standards of the FIATA Advisory Body Vocational Training with new training materials on dangerous goods, logistics and informatics.

In 8 years 257 persons obtained FIATA diplomas. They completed their training in AIFFU and passed the examinations successfully. Specialists with FIATA diplomas are trained not only for Ukraine, but also colleagues from Kazakhstan, Uzbekistan, Azerbaijan, Moldova, Slovakia, the Republic of Belarus, Russia and Hungary have successfully been trained by AIFFU.

The main aim of the Association is to coordinate efforts of freight forwarders of Ukraine for solution of their professional activity problems, which are of common interest. AIFFU members operate in all regions of Ukraine; work with all kind of transport and cargo; and in compliance with cargo owners' orders render services, related to foreign trade operations (customs clearance, freight, insurance, tracing, etc.) when transporting export, import and transit cargos.

50% of Ukrainian import and export and over 70% of transit is executed thanks to and with the direct participation of the AIFFU members.

Members of AIFFU have the right to circulate official international freight forwarding documents of FIATA (FIATA FCR, FBL, FWB and others) within Ukraine.



This Project is funded
by the European Union



AIFFU is also organizing seminars on problems on international freight forwarding issues, publishes AIFFU newsletters, and organizes courses for international freight forwarders according to the FIATA standards, with FIATA diploma issue.

The Main Objectives of the Association

- assistance in establishing freight forwarding as a new branch of the market economy in Ukraine;
- consolidation of the world experience of freight forwarding activities with the view of integration of Ukraine into the world market of freight forwarding services;
- assistance in improvement of quality of services rendered in the sphere of freight forwarding servicing as a whole; attraction of additional volumes of cargo transportation through Ukraine;
- protection of the Ukrainian market of freight forwarding services against unfair national and foreign freight forwarders;
- professional personnel training and professional development of specialists of freight forwarding companies in accordance with the FIATA standards;
- information support on professional activity;
- carrying out of seminars, meetings and conferences on arrangement and practice of freight forwarding activity;
- scientific-methodological and legal framework of freight forwarding activity, rendering assistance to the members of the Association in obtaining the information required, issuance of newsletters and normative-reference literature;
- protection of professional interests of AIFFU members at the public authorities and state administration bodies, representation of their interests at international conferences and exhibitions;
- establishment of close partnership relations between AIFFU members and their colleagues, within and outside Ukraine.



This Project is funded
by the European Union



3.5 Dutch Freight Forwarders Association

About 350 Dutch freight forwarding companies are organised in FENEX, the Netherlands Association for Forwarding and Logistics. FENEX is a non-profit organisation.

The economic impact of the freight forwarding industry in the Netherlands is large with a turnover of about 9 billion euro per year. The freight forwarding industry employs about 20,000 persons.

The most important objective of FENEX is the safeguarding of the common interests of companies operating in the freight forwarding sector and to achieve and maintain healthy relationships in the freight forwarding sector.

To realise these objectives, the association puts great efforts to influence decision making in the field of transport and logistics at national level, but also with institutions of the European Union, as they also play an influential role affecting the possibilities and restrictions within the transport and logistics sector. Furthermore, FENEX promotes a good understanding between the transport sector, the port sector and the shippers.

FENEX is doing this for more than 100 years. As there are many rather specialised activities in the sector, FENEX has set-up a structure of institutes:

- Seaport Logistics Institute;
- Warehousing and Distribution Logistics Institute
- Airfreight Logistics Institute;
- Customs Logistics Institute.

Membership of FENEX is open for every company active in the freight forwarding business. Companies that apply for membership have to meet the following conditions for membership:

- Registration at the Registry of the Chamber of Commerce;
- Registration at the Social Security Authority;
- Professional skills by vocational training or long term experience;
- Positive financial report by a registered auditor;
- Good reputation supported by 3 member companies.



This Project is funded
by the European Union



FENEX has no task in fixing tariffs or recommendations for tariffs that members may apply in their commercial relation with customers. According to European and Dutch legislation it is even forbidden to do so.

Most of the member companies (70%) are small companies with less than 25 employees. Nearly 50% of the member companies are subsidiaries of foreign firms.

The Dutch Freight Forwarders Association develops the following activities in the interests of the sector, members, candidate members and associate members:

- influence governmental authorities;
- representation of the sector with governmental authorities;
- representation with other trade organizations;
- membership of international organizations (CLECAT, FIATA);
- legal advice;
- customs advice;
- informative meetings;
- general meetings;
- council meetings.

FENEX provides the following services and products for members, candidate members and associate members:

- FENEX hallmark
- FENEX Guarantee Fund
- FENEX bulletins and circulars by e-mail
- General conditions and contracts
- Dutch Forwarding Conditions
- Dutch Warehousing Conditions
- Terms and Conditions for Value Added Logistics (VAL)
- Model Contracts
- Model Logistic Contract
- Agreement/authorisation Direct Representation
- Power of Attorney customs formalities
- Model Contract Fiscal Representation with limited licence
- Model Cooperation Agreement European Groupage Services
- Model Agreement Phytosanitary Products
- Leaflets



This Project is funded
by the European Union



- Leaflet Direct Representation
- Leaflet Fiscal Representation
- Leaflet FENEX Guarantee Fund
- Declarations
- Declaration of undertaking (11 languages)
- FIATA documents
- FIATA Forwarding Certificate of Receipt (FCR)
- FIATA Forwarding Certificate of Transport (FCT)
- FIATA Multimodal Transport Bill of Lading (FBL)
- FIATA Warehouse Receipt (FWR)
- FIATA Shipper's Declaration Dangerous Goods (SDT)
- FIATA Group Bond System for NVO
- Collective Customs Insurance
- Customs transport documents
- Import documents
- Fiscal representative
- Cargo Insurance
- Sickness Benefit Framework Contract
- Vocational training
- Freight Forwarder
- Customs Clerk
- Assistant Customs Clerk
- Completion Customs Documentation
- Damage Prevention Objection and Appeal
- Warehousing and Distribution of Dangerous Goods for the Freight Forwarder
- VAT in practice
- Claims and Liability in Road Haulage
- Claims and Liability in Carriage by Sea
- Manager Customs and Trade Affairs
- PR Publications
- PR Activities
- Manual for the FENEX Freight Forwarder
- Contacts with associated companies
- Membership of councils



This Project is funded
by the European Union



Dutch Forwarding Conditions

FENEX applies its own forwarding conditions in contracts with customers. Book 8 of the Dutch Civil Code regulates the freight forwarding contract. It regulates in principle the way in which the freight forwarder, acting on behalf of his customer, makes contract of carriage with carriers for the transport of goods. The modern freight forwarder is not only engaged in the arrangements of the contract of carriage, he also offers a large number of ancillary services to the trade and transport sector.

For this reason FENEX has developed the Dutch Forwarding Conditions. These conditions apply to all activities, which a freight forwarder may offer to his customer, including distribution, customs settlements, insurance, packing and re-packing, weighting, labelling, order-picking, invoicing, etc. The general conditions regulate the contractual relation between the freight forwarders and their customers. The conditions aim at establishing a reasonable balance between rights and obligations of the parties involved.

The Dutch Forwarding Conditions cover liability regarding pledge and retention rights, and regulate the settlements of disputes between the freight forwarder and the other party. Disputes are resolved by arbitration without appeal to the courts.

FENEX Guarantee Fund

FENEX has established a Guarantee Fund, which can be considered as one of the best practices to be taken over by other associations. When looking for a partner in the field of transport and logistics, one of the most important criteria is reliability. That is the reason why FENEX members constantly strive for quality and control of logistical systems. FENEX also offers an additional security feature: the FENEX Guarantee Fund.

An example how this guarantee fund works is as follows. A customer gives a FENEX freight forwarder the instruction to forward or receive goods and pays for all the costs in advance, including freight charges. The freight forwarder fails to transfer or pay the freight to the carrier he has chosen and becomes bankrupt in the meantime. Because of the fact that the contract of carriage was agreed through the freight forwarder as an agent of the customer (direct representation), the carrier will claim payment for the freight from the customer. Legally, the customer has to pay the carrier for a second time under the terms of the contract carriage. To provide evidence of the reliability of FENEX freight forwarders, it has formed the FENEX Guarantee Fund. If a FENEX freight forwarder goes bankrupt in such a particular case, the Guarantee Fund indemnifies the customer from the financial loss that he could experience as a result of the bankruptcy of the freight forwarder.



This Project is funded
by the European Union



With due observance of the conditions set forth in these rules, FENEX guarantee fund shall pay for each FENEX freight forwarder who has been declared bankrupt an amount not exceeding € 115.000,-- per principal as an indemnity payment with the proviso that FENEX guarantee fund shall pay annually an amount not exceeding € 455.000,-- for all bankruptcies of FENEX freight forwarders which may occur in one and the same calendar year. If the total amount of the indemnities to be paid pursuant to these rules exceeds the maximum annual amount of € 455.000,-- the payment to the principals concerned shall be paid pro rata.



This Project is funded
by the European Union



4 Conclusion

Within the FIATA the Freight Forwarders Association members assume responsibilities to settle common tasks on promoting and protecting the industry interest, assistance in the formation of the legal basis for the freight forwarding business and vocational training. The important contribution of the Freight Forwarders Associations to the development of the industry is the implementation of unified standards for freight forwarding services based on application of the FIATA freight forwarding documents and forms. Being a member of the FIATA the National Freight Forwarders Association becomes a participant of the International Freight Forwarding Community.



This Project is funded
by the European Union



ANNEX 1 NEEDS FOR AND OBLIGATIONS OF PROFESSIONAL FREIGHT FORWARDERS ASSOCIATIONS (2000)



This Project is funded
by the European Union



FIATA SECRETARIAT

Membership Department

NEEDS FOR AND OBLIGATIONS OF PROFESSIONAL FREIGHT FORWARDERS ASSOCIATIONS (2000)

In a number of developing countries, there are no professional freight forwarders' organisations recognised by governments as representing all or the majority of the freight forwarding companies operating in the country. In some cases, the existing association does not speak for the profession. In other cases, there are two or more associations claiming to present and defend the interests of their members. These associations generally gather sub-elements of the profession such as air-freight forwarders, customs brokers, etc. This is a reflection of the lack of proper identity perceived by the industry itself and the need it has to cluster around a particular mode of transport or a particular function only.

The result is that the professional associations lack credibility in the eyes of the authorities and other commercial parties since they are too small to be sufficiently representative. When governmental decisions are being made related to the international transport of the country's goods, these associations are normally not consulted but even when they are their negotiating power is limited. Such associations are often managed on a part-time basis with the co-ordination, dispatching and "paper-pushing" of the daily tasks of the association done through the good-will of a few members offering their support in addition to running their own businesses.

Ad in any economic and social sector, a professional association of international freight forwarders, who are acting more and more as Multimodal Transport Operators (MTOs) nowadays, has an important role to play, not only in relation to other economic and commercial parties, but also for its own members. It must express the unified position of the profession on key issues affecting international trade and transport. It must also crystallise acceptable standard professional practices into the form of a "code of conduct", "code of ethics" or "general standard rules and practices" to which all members of the association are bound. Finally, it must provide some type of services to its members: professional training structure, regular publications, specialised information, financial facilities, etc.

A well-functioning national professional association, headed by recognised individuals, is likely to be invited to express the views of the profession and, when necessary, to defend its interests in national, sub-regional and international meetings (e.g. within the FIATA fold) related to trade and transport. As a consequence, government officials and commercial parties will develop a better understanding of the role of the profession, and react positively



This Project is funded
by the European Union



to reasonable proposals presented by its representatives. A professional association can also assist national freight forwarders in becoming better prepared to perform their daily tasks through regular information and/or training on local regulations and procedures, on new technologies such as EDI or new international transport developments.

By providing ways and means for improvement of the industry, it can also establish prerequisites for members to join the association. These prerequisites, or minimum standards, can be used to prevent the image of a selective, competent profession.

However, a professional association cannot be constituted by “decree”. It must develop from the own desire of a responsible group of professionals of the freight forwarding industry (similar in-house standards, rules, practices, as well as similar professional capabilities). Membership of the association should remain voluntary. Convincing information and recruitment campaigns should be organised regularly to tell freight forwarders about the main activities of the association and of the benefits they will derive from membership.

In this way, information campaigns will become recruitment campaigns to enlist new members. However, recruitment of new members should follow a formal and strict procedure. It is not enough to register and pay annual fees. The agreed minimum standards must be maintained. Furthermore, the association will need committed members. It is clear that an association is a “living body”: it appears, grows, matures, suffers illnesses and recovers again. In the early days of any association, the dynamics depend on the selected few who are managing the association. Once the association has been launched and becomes an “institution”, then the leadership can be passed on to professional managers.

In order for membership to be attractive, the association should be able to demonstrate clearly the advantages or benefits a member may gain from joining. The realisation by transport users that members of its association have a certain, recognised level of competence and that they may lose business by abstaining from membership and thus not be seen as having this level of competence, will be an important incentive for joining. Apart from setting minimum standards, the provision of training and information which will help members maintain such standards is probably the most useful activity an association could provide.

At a more sophisticated level is the organisation of a “think tank” of competent professionals who could generate recommendations to the profession and to the Government on ways and means to improve services and thereby stimulate international trade. By so doing, the association would demonstrate maturity and be considered as a reliable partner in the national economy. The broad objectives of such a freight forwarders association could be:



This Project is funded
by the European Union



- To set and ensure the maintenance of acceptable minimum standards of its members for the general benefit of the nation;
- To act as a spokesman vis-à-vis the Government, transport users and other organisations which deal on a regular basis with its members;
- To hold meetings for the presentation and discussion of information and original thought on transport, particularly as it relates to the national situation;
- To conduct an examination of applicants leading to corporate membership in the association;
- To make FIATA Documents available to freight forwarders; and
- To provide important ancillary services, such as:
 - The publication of a regular newsletter/journal;
 - Provision of a library;
 - Organisation of training of the staff of members; and
 - The granting of study awards.

Freight forwarders are generally considered as commercial enterprises. They are usually registered under the code of commerce but membership of a professional association is not mandatory. The intervention by the Government making mandatory membership in an association before being allowed to exercise the profession would be an extreme solution. It would give great force to the organisation and enable high standards to be set. However in such case it would be necessary to avoid a “closed-shop” situation. The entry of new members would have to be facilitated as long as they were able to fulfil basic professional requirements established by the association.

The question of mandatory versus voluntary membership is a delicate one and depends very much on local conditions. One approach could be to let membership be voluntary but to channel all governmental commercial transactions through freight forwarders who were members of the national association.

Finally, it is important that such professional associations be established with a permanent secretariat supported by adequate staff, offices and equipment. These elements will no doubt have to be financed from membership fees, for example, from some levy system based on gross turn-over, declared profit or number of employees, etc. and/or from income earned by the association's activities (seminars, publications, provision of transport documents, etc.). The financial health of an association is a vital issue.

The FIATA Secretariat would be pleased to assist any grouping of freight forwarders or, if necessary, new admitted ordinary members to reach the above standard for an association.



This Project is funded
by the European Union



ANNEX 2 ACCESS TO THE PROFESSION



This Project is funded
by the European Union



CLECAT
Access conditions to the profession of freight forwarder in Europe
(2004)

Country	Compulsory conditions	License	Complementary conditions	Legal Basis
BELGIUM	<p>1- Experience In the last 6 years, at least: =>5 uninterrupted years in a company holding a license, or =>3 years if 2-year training followed, or =>2 years if 3-year training followed or if University diploma held, or =>6 months if professional exam of FF passed, or if certificate of professional capacity in transport + complementary exam on specific FF activities</p> <p>2- Financial guarantee =>€ 12.394,68 per licence (with a max of € 123.946,8)</p> <p>3- Respectability =>Proof of good moral conduct by public authority No criminal conviction</p> <p>4- Other =><i>Certificate of professional knowledge</i> to be held by the person ensuring the daily management of the company</p>	<p>=>Licence of "transport intermediary" or "freight forwarder" , granted to the company</p>	-	<p>- Law of 26/06/1967 - Royal Decrees of 18/07/1975, 16/11/1990, 10/07/1992</p>



This Project is funded by the European Union



BULGARIA	-	Registration under Commercial Law, mandatory for any company in Bulgaria	-	-	
CZECH REPUBLIC	-	-	-	-	-
DENMARK	-	-	-	-	-
FRANCE	<p>1-Professional aptitude => Proven with diploma, professional experience or specific exam => Must be held by the director of the company</p> <p>2-Respectability => No legal prohibition to carry on an industrial or commercial profession</p> <p>3-Financial guarantee => Capital and reserves or bank guarantee of € 22.800</p>	<p>=> Registration on "Register of Freight Forwarders" => The company is registered but at least one person must have the capacity in the company => Competent authority: Regional Direction of Equipment and "préfet de Région"</p>	<p>=> No specific licence for freight forwarders => Licence for <u>road</u> haulage: - Either EU licence or national licence (allowing national transport only) - Licence per vehicle - Competent authority: Regional Direction of Equipment and "Préfet de Région"</p>	-	Decree n°90-200 of 05/03/1990



This Project is funded
by the European Union



GERMANY	-	=> No specific registration as freight forwarder => For any newly-established company, announcement of foundation of a company to be made before the local authority	-	=> Specific conditions if freight forwarders act as road carriers or rail operators	
GREECE	-	=> No specific registration as freight forwarder => For any newly-established company, registration before the Ministry of Finance, Chamber of Commerce and local county authority	-	-	





This Project is funded
by the European Union



<p>ITALY</p>	<p>1- Experience: - The company must appoint a technical expert, who must have worked at least 2 of the last 5 years in a forwarding agent company registered in the authorised list, as an employee agent with a degree not lower than first level or as owner / legal representative</p> <p>2- Respectability: Legal representative (and technical expert) must: - Be in possession of civil rights - Have moral requisites</p> <p>2- Financial guarantee => € 120,000 bond in a bank or an insurance company (except for companies with a capital equal to or higher than this amount)</p>	<p>=>Registration as a freight – forwarding company in the Official Directory held at local Chamber of Commerce (if aforementioned conditions are fulfilled)</p>	<p>=>Licence as stated by the Consolidated Act on Public Security</p> <p>=>Granted by the municipality where the company has its main premises</p>	<p>Law n° 1442 of 14/11/1941</p>
--------------	---	---	--	----------------------------------



This Project is funded by the European Union



<p>NETHERLANDS</p>	<p>-</p>	<p>=>No specific registration as freight forwarder</p> <p>=>Registration as company or independent in the Registry of the Chamber of Commerce</p>	<p>=>No specific licence as freight forwarder</p> <p>=>Companies acting as Customs agent by representation need a licence under the condition that the owner of the company has not been convicted for fiscal fraud in the last 3 years</p>	<p>-</p>	<p>-</p>
<p>NORWAY</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>
<p>POLAND</p>	<p>=>No specific condition to operate as freight forwarder (I)</p> <p>=>No specific financial capacity, except that relating to the minimum capital of companies (PLN 50.000 for Ltd Companies and PLN 500.000 for Joint-Stock companies)</p>	<p>=>No specific registration as freight forwarder</p> <p>=>Management board must report the establishment of the company to the local Register Court (and attach the list of shareholders for Ltd companies or list of board members in Joint-Stock companies)</p>	<p>Specific license for Customs agent's activities</p>	<p>-</p>	<p>Title XXVI, articles 794-804 of the Polish Civil Code regulate the conditions of "contract of forwarding"</p>





This Project is funded
by the European Union



<p>PORTUGAL</p>	<p>1- Professional aptitude => Obtained through specific examination under the jurisdiction of DGTT (national board for transports - authority for forwarders) =>The first examination is carried out through APA T (Portuguese Association of Freight Forwarders)</p> <p>2- Financial guarantee => € 50.000 for capital => Civil liability insurance of € 100.000</p> <p>3- Respectability No criminal record for managers, board members and technical directors</p>	-	<p>=>License granted (if the aforementioned conditions are fulfilled) by the DGTT, under delegation of Transport Ministry, to the company and technical directors</p>	-	
<p>ROMANIA</p>	-	-	<p>=> Licence of "transport and related activities", granted by Romanian Ministry of Transport to companies that are USER members and which receive an appropriate recommendation</p>	-	<p>- Law of Transport</p> <p>- Ministry Order 1842/2001 concerning the methods for authorising and executing road transport and related activities</p>



This Project is funded by the European Union



<p>SLOVAKIA</p>	<p>1- Professional aptitude, proven in three ways: => High school degree + at least 2-year experience in freight forwarding sector, or => University degree + at least 1-year experience in freight-forwarding sector, or => Action as freight-forwarding company's manager for at least 5 years</p> <p>2- Respectability => No criminal record</p>	<p>=> Registration of small business (both personal and as a company) on a small business register in the small business office</p> <p>or</p> <p>=> Registration (both personal and as a company) on a company register in the administrative court</p>	<p>=> Licence (both personal and as a company), granted by the district office / small business department, covering warehousing and transport intermediation (can also be registered independently)</p>	<p>=> Specific regimes apply to:</p> <ul style="list-style-type: none"> - Customs debt insurance guarantees - Customs clearance services - Some forwarding activities (Act on postal services) - Dangerous goods (national haulage) - Transport of oversized loads (Act on road transport) - Transport of food-stuffs (Act on food-stuffs and food-stuffs code) - Transport of living animals (Act on veterinary accuracy) 	<ul style="list-style-type: none"> - Commercial Code - Act on small Businesses - General freight-forwarding conditions of Slovakian freight-forwarding association
------------------------	---	---	---	--	---



This Project is funded
by the European Union



<p>SPAIN</p>	<p>1- Professional aptitude => Examination to be taken before the regional authority</p> <p>2- Respectability => Declaration of respectability</p> <p>3- Other => The company must be in line with social and fiscal taxes => The company must show the local licence for its premises</p>	<p>=> Registration, as a company, on the Company Register held by Transport administration of the regional authority</p>	<p>-</p>	<p>-</p>	<p>- Law 16/1987 on the organisation of surf ace transport, Art. 126</p> <p>- Royal Decree 1211/1990, Art. 167-170</p>
<p>SWEDEN</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>=> Information on environment and conditions to set up a business in Sweden can be found at: www.isa.se</p>	<p>-</p>
<p>SWITZERLAND</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>=> Application of common rules on transport of dangerous goods</p>	<p>Article 439 of Swiss Code of Obligations regulates contract freight forwarder-customer</p>



This Project is funded
by the European Union



<p style="text-align: center;">TURKEY</p>	<p>1- Professional aptitude => Receive professional qualification Training</p> <p>=> Hold professional qualification certificate (after examination)</p> <p>2- Financial guarantee => Depends on the type of permit (see further)</p> <p>3- Respectability => No criminal record</p>	<p>=> Chamber of commerce (all companies)</p> <p>=> Chamber of shipping (sea freight)</p> <p>=> Ministry of transport (road transport)</p> <p>=> Civil aviation authority (air freight)</p>	<p>NB: several permits are required depending on the activities performed. They are all granted by the Ministry of transport</p> <p>1- Permit of "transport organiser" for forwarders acting as carriers - Bank guarantee of €240.000 - Minimum capital of €300.000 - Valid 5 years against fee of €120.000</p> <p>2- Permit for "agents" - Bank guarantee of €35.000 - Minimum capital of €18.000 - Valid 5 years / fee of €2300</p> <p>3- Permit for "commissioners" - Bank guarantee of €60.000 - Minimum capital of €23.000 - Valid 5 years / fee of €3500</p> <p>4- Permit for "logistics"</p>		<p>Law 25384 of 25/02/2004</p>
--	---	---	---	--	--------------------------------



This Project is funded
by the European Union



			<p>operators" (warehousing and distribution services) 200 tonnes of fleet capacity / 2500 m² warehouse, 200 m² offices Bank guarantee of €210.000 Minimum capital of €300.000 Valid 5 years / fee of €300.000</p>	
<p>UNITED KINGDOM</p>		-	<p>Specific conditions for customs activities (account with UK Customs granted under condition of bank guarantee and financial reserves/stability) Specific conditions for - Handling dangerous goods - Aviation security</p>	





This Project is funded by the European Union



<p>UKRAINE</p>	<p>=>No specific legal condition to operate as fright forwarder BUT: - The national association (AIFFU) requires professional experience, financial stability and respectability for granting membership; - AIFFU also trains professional staff and improves quality level of specialists according to FIAT A standards. - AIFFU members have certificates according to standards of service quality ISO 9001</p>	<p>=>No specific registration as freight forwarder =>For any newly-established company, registration before the executive authority, State statistics and tax administration</p>		<p>=>Licence of Customs agents for customs activities</p>	<p>=>Law 755-IV of 15/05/2003 for compulsory registration for any company and entrepreneur</p>
-----------------------	--	---	--	--	---

(1) Our Polish member, PIFF A, has informed us that they are trying to introduce conditions to operate as freight forwarders; professional aptitude would be one of these conditions





This Project is funded
by the European Union



ANNEX 3a DUTCH FORWARDING CONDITIONS



This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

1-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.



This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

2-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.





This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

3-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.



This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

4-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.



This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

5-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.





This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

6-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.



This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

7-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.





This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

8-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.



This Project is funded
by the European Union



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.

© Copyright FENEX, 2004

9-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.



This Project is funded
by the European Union



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.

FENEX, Netherlands Association for Forwarding and Logistics
Seattleweg 7, Building 3, Portnumber 2801, 3195 ND Pernis-Rt
P.O. Box 54200, 3008 JE Rotterdam

© Copyright FENEX, 2004

10-10

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.



This Project is funded
by the European Union



ANNEX 3b GERMAN FREIGHT FORWARDING ASSOCIATION CONDITIONS



This Project is funded
by the European Union



BSL - Information



German Freight Forwarders' Standard Terms and Conditions - ADSp -

(The following text is a translation from the German language original. In case of disputes the German language original of the ADSp are applicable)

Preface

The terms and conditions are recommended for use, starting January 1st, 2003, by the Federal Association of German Industry, the Federal Association of German Wholesalers and Exporters, the Federal Association of German Freight Forwarders and Logistics Operators, the Association of German Chambers of Industrie and Commerce, and the German Association of Retailers. This recommendation is not obligatory. Contract parties can formulate different agreements.

1. Interest of the principal and due care

The freight forwarder shall act in the interest of his principal and fulfil his duties with due care.

2. Area of application

2.1 The ADSp apply to all contracts for the transportation of goods, irrespective of whether they concern freight forwarding, carriage, warehousing or other services common to the forwarding trade; these also include logistical services commonly provided by freight forwarders in connection with the carriage or storage of goods.

2.2 In the case of forwarding services regulated by sections 453 to 466 of the German Commercial Law (HGB), the freight forwarder is only responsible for arranging the necessary contracts required for the performance of these services, unless other legal provisions take precedence

2.3 The ADSp are not applicable for contracts that deal exclusively with

- packaging,
- the carriage of removal goods and their storage,
- crane lifting, assembly jobs or heavy lift and high volume transports, except for normal transshipment services of the freight forwarder.
- the carriage and storage of goods to be towed or salvaged.

2.4 The ADSp are not applicable for transport contracts with consumers. Consumers are natural persons concluding the contract for reasons other than commercial or in pursuit of their professional activities.

2.5 If trade customs or legal provisions differ from the ADSp, the ADSp take precedence





This Project is funded
by the European Union



unless these legal provisions are mandatory.

For contracts of carriage by air, sea, inland waterways or for multi-modal transports different contractual arrangements may be made in accordance with the terms of carriage devised for these transports.

- 2.6 The freight forwarder is authorised to agree to normal standard terms and conditions of third parties.
- 2.7 In the relationship between a principal freight forwarder and an intermediate freight forwarder, the ADSp are deemed to be the general terms and conditions of the intermediate freight forwarder.

3. Instructions, transmission errors, contents, special type of goods

- 3.1 Forwarding instructions, other instructions, directives and communications are valid even if given informally. Subsequent modifications must be specifically identifiable as being amendments.

The burden of proof for the correct and complete transmission lies with the party referring to it.

- 3.2 If statements must be made in writing, they are deemed to having been made in writing when using electronic data communication or any other machine readable form for as long as the originator of the message is identifiable.
- 3.3 The principal must inform the freight forwarder, at the time of giving the instructions, that the transport contract concerns:

- dangerous goods
- live animals and plants
- perishables
- valuable goods and goods with an inherent risk of theft

- 3.4 The principal must specify in his instructions addresses, marks, numbers, quantity, nature and contents of the packages as well as declaring the properties of the goods, as required by section 3.3, the goods value for insurance purposes and any other information relevant for the proper execution of the forwarding instructions.

- 3.5 In the case of dangerous goods, the principal must inform the freight forwarder in writing - at the time of giving the instructions - of the exact nature of the hazard and, if appropriate, about precautionary measures. In the case of dangerous goods subject to the law for the carriage of dangerous goods or other goods, the carriage of which is subject to specific regulations regarding dangerous goods, their handling or their disposal, the principal has to make the necessary declarations required for the proper execution of the forwarding instruction, especially the classification in accordance with the regulations for dangerous goods.

- 3.6 The principal must inform the freight forwarder about particularly valuable goods or goods with an inherent risk of theft (e.g., cash, precious metals, jewellery, clocks and watches, precious stones, works of art, antiquities, bank or credit cards, valid telephone cards or other means of payment, bonds, shares and similar, foreign currencies, documents, spirits, tobacco, entertainment electronics, telecommunications devices and accessories) and goods with an actual value of € 50 per kg or more well in advance to allow the freight forwarder to decide about acceptance of the goods and to take measures for a safe and secure execution of the forwarding job.



This Project is funded
by the European Union



- 3.7 If a forwarding instruction does not comply with the terms stated in sections 3.3 to 3.6, the freight forwarder has the option to
- refuse acceptance of the goods
 - return goods already accepted or to make them available for collection
 - ship, transport or store them without the need to notify the principal and to charge an extra, appropriate fee, if the safe and secure execution of the instruction causes extra costs.
- 3.8 The freight forwarder is not obliged to check or supplement the statements made regarding sections 3.3 to 3.6.
- 3.9 The freight forwarder is not obliged to check the authenticity of signatures on any messages or documents relating to goods, nor to check the authority of the signatories, unless there exist reasonable doubts concerning the authenticity or authority.
- 4. Packaging, provision of loading and packaging aids, weighing and checking**
- 4.1 Unless specifically stated, the forwarding instruction does not cover
- 4.1.1 the packaging of the goods,
- 4.1.2 the weighing, checking, measures to preserve or enhance the goods and its packaging, unless this is customary for this kind of transaction,
- 4.1.3 the provision or exchange of pallets or other loading or packaging aids. If they are not swapped one-for-one, they are only picked up as part of a new forwarding instruction. This does not apply if the exchange is intentionally not carried out by the freight forwarder.
- 4.2 The services under section 4.1 are charged for separately.
- 5. Customs clearance**
- 5.1 The instruction for shipment to a destination in another country includes instructions for customs clearance, if this is necessary for arranging the transport to the place of destination.
- 5.2 The freight forwarder is entitled to an extra fee for the customs clearance, over and above the actual costs incurred.
- 5.3 The instruction to forward bonded goods or to deliver them free house, authorises the freight forwarder to effect the customs clearance and to advance customs and excise duties and fees.
- 6. Packaging and marking obligation of the principal**
- 6.1 The packages have to be clearly and durably marked by the principal to facilitate their proper handling, e.g. addresses, marks, numbers, symbols for handling and properties; old marks must be removed or made illegible.
- 6.2 In addition, the principal is under obligation:



This Project is funded
by the European Union



- 6.2.1 to mark all packages belonging to the same consignment in such a way that they are easily recognised as forming one consignment,
- 6.2.2 to prepare packages in such a way that they may not be accessed without leaving visible trace (adhesive tape, bands, etc. are only permissible when they are individually designed or otherwise difficult to imitate; foil wrapping must be thermally sealed);
- 6.2.3 in case of a consignment being part of a forwarders consolidation, to group the individual packages or units of this consignment into larger units if their strap length (largest circumference plus longest side) is less than 1 metre;
- 6.2.4 to combine a consignment of hanging garments consisting of several individual units into wrapped units for easier handling;
- 6.2.5 to mark packing units with a gross weight of at least 1,000 kilograms with the weight specification as prescribed for heavy loads to be transported by ship.
- 6.3 Packages are single packages or units of packages, formed by the principal for the purpose of being carried according to the forwarding instruction, e.g., boxes, wireboxes, pallets, handling units, enclosed loading units such as covered wagons, wagons with tarpaulin covers, semi-trailers, swap bodies, containers or igloos.
- 6.4 If the packages do not comply with the terms under 6.1 and 6.2, section 3.7 shall apply.
- 7. Supervisory duties of the freight forwarder**
 - 7.1. At specific interfaces the freight forwarder is under the obligation to:
 - 7.1.1 check packages regarding their quantity, identity and apparent good order and whether seals and fastenings are intact;
 - 7.1.2 document irregularities (e.g. in the accompanying document or by special notification)
 - 7.2 An interface is any point at which the responsibility for the packages is passed on to another operator/agent or the handing over point at the end of each stage of the transportation process.
- 8. Receipt**
 - 8.1 Upon request by the principal, the freight forwarder shall issue a certificate of receipt.

With this certificate the freight forwarder confirms the quantity and type of packages, but not their contents, value or weight. In the case of bulk goods, full loads and such like the certificate of receipt does not state the gross weight or any other description of the quantity of the goods.
 - 8.2 As proof of delivery the freight forwarder requests from the consignee a receipt of the packages as named in the forwarding instruction or other accompanying transport documents. Should the consignee refuse to sign for the receipt of the goods, the freight forwarder must request further instructions. If the goods have already been unloaded at the consignee, the freight forwarder is entitled to regain possession.
- 9. Instructions**



This Project is funded
by the European Union



- 9.1 An instruction remains valid for the freight forwarder until revoked by the principal.
- 9.2 In the case of insufficient or impractical instructions the freight forwarder may use his professional judgement.
- 9.3 An instruction to hold goods at the disposal of a third party can no longer be revoked after instructions from the third party have been received by the freight forwarder.

10. Freight payment, cash on delivery

- 10.1 The statement by the principal that the instruction is to be executed freight unpaid or that the costs are to be paid by the consignee or a third party does not affect his liability for payment of all charges.
- 10.2 The statement in section 10.1 does not concern cash on delivery instructions.

11. Deadlines

- 11.1 In the absence of specific agreements, neither loading or delivery deadlines are guaranteed, nor the sequence of the handling of goods of the same means of transport.
- 11.2 This does not affect the freight forwarder's statutory liability with regard to missing deadlines.

12. Obstacles

- 12.1 Obstacles beyond the freight forwarder's control relieve him, for their duration, from the duties that are affected by these obstacles.

In the case of such obstacles, the freight forwarder or the principal have the right to withdraw from the contract even if it has already been partially performed.

If the freight forwarder or the principal withdraws from the contract, the freight forwarder is entitled to the costs which he deemed to be necessary to be incurred or which were incurred in the interest of the principal.

- 12.2 The freight forwarder is only obliged within the framework of his ordinary professional care to advise the principal about legal or official restrictions concerning the shipment (e.g., import/export restrictions). If, however, the freight forwarder, through public statements or in the course of negotiations, created the impression that he has expert knowledge about specific circumstances, he has to act appropriately to this knowledge and expertise.

- 12.3 Governmental and/or official acts beyond the freight forwarder's control do not affect the rights of the freight forwarder towards his principal; the principal is liable towards the freight forwarder for all claims arising out of such acts. Claims of the freight forwarder against the state or third parties are not affected.

13. Delivery

Delivery is deemed to have been affected when the goods are handed over to any person present on the premises of the consignee, unless there are apparent reasonable doubts about their authority to receive goods on behalf of the consignee.



This Project is funded
by the European Union



14. Right to Information

- 14.1 The freight forwarder is obliged to provide the principal with all necessary information, to inform him, upon request, about the status of the transaction and to provide information about all transactions so far, however, he is only obliged to reveal the costs incurred if he acted in the name of the principal.
- 14.2 The freight forwarder is obliged to pass everything he receives/obtains while acting for him to the principal.

15. Warehousing

- 15.1 The choice of warehousing location (own or third party) lies with the freight forwarder. In case of a third party warehouse the freight forwarder must notify the principal in writing and immediately of the warehouse company and its address, or, in case of a warehouse warrant, to mark these on the warrant.
- 15.2 The principal is at liberty to inspect the warehouse. Objections or complaints about the storage of the goods must be made immediately. If he does not exercise the right of inspection, he waves all rights to objections against the storage and warehousing, for as long as the choice and type of storage complies with the usual professional care of a freight forwarder.
- 15.3 Access to the warehouse is only granted to the principal during the normal working hours of the freight forwarder and in his company.
- 15.4 If the principal handles the goods (e.g. sample taking) the freight forwarder may demand that the number, the weight and the status of the goods be inspected together with the principal. If the principal does not agree to this, the freight forwarder is not liable for damage discovered later, unless the damage was clearly not caused by such handling of the goods.
- 15.5 The principal is liable for all damage caused by him or his staff or agents to the freight forwarder, other warehouse clients or third parties whilst on the premises of the warehouse, unless he, his staff or agents are not responsible for such damage.
- 15.6 In case of inventory discrepancies, the freight forwarder is entitled to balance shortages and surpluses of the same principal.
- 15.7 If the freight forwarder has reasonable doubt about the security of his claim upon the value of the goods he is entitled to set a reasonable time limit for the principal to either secure the claims of the freight forwarder or to make alternative provisions for the storage of the goods. If the principal does not comply with this, the freight forwarder is entitled to terminate the contract without further notice.

16. Offers and Payment

- 16.1 Offers from the freight forwarder and agreements with him regarding price and services always refer to specified own services or those of third parties, and to goods of normal size, weight and nature; they presume normal unfettered transport situations, unimpeded access, the possibility of immediate on-shipment and that freight rates, exchange rates and tariffs upon which the quotation was based remain valid, unless changes could be foreseen under the current circumstances. The note "plus the usual ancillary charges" entitles the freight forwarder to charge for supplements and surcharges.
- 16.2 All quotations made by the freight forwarder are valid only for immediate acceptance



This Project is funded
by the European Union



and immediate execution of the relevant task, unless otherwise specified in the quotation, and when the instructions refer to the quotation.

- 16.3 In case of a cancellation of or withdrawal from the instruction the freight forwarder is entitled to the claims in accordance with §§ 415, 417 of the German Commercial Law (HGB).
- 16.4 In case of a COD- or other collection instruction being withdrawn retrospectively or if the money is not paid, the forwarder is still entitled to his collection fee.
- 16.5 If the consignee refuses to accept a consignment destined for him or, if the delivery is impossible for reasons beyond the control of the freight forwarder, the freight forwarder is entitled to the cartage charges for the return of the consignment.
- 17. Disbursements of the freight forwarder, exemption from third party claims**
- 17.1 The freight forwarder is entitled to reimbursement for outlays which he could reasonably consider appropriate.
- 17.2 The instruction to accept incoming consignments entitles the freight forwarder - but does not oblige him - to advance freight, COD-sums, duties, taxes and other dues in connection with such consignments.
- 17.3 The principal has to relieve the freight forwarder immediately of demands regarding freight, average demands, customs duties, taxes or other dues directed against the freight forwarder as being agent for or possessor of the goods owned by third parties, when the freight forwarder is not responsible for such payments. The freight forwarder is entitled to take reasonable measures appropriate to protect himself. If the circumstances do not require immediate action, the freight forwarder must request instructions from his principal.
- 17.4 The principal must inform the freight forwarder in an appropriate way about all public/legal obligations, e.g. regarding customs regulations or trademark obligations, arising from the possession of the goods, unless it may reasonably be deduced from the quotation of the freight forwarder that he is aware of such obligations.
- 18. Invoices, foreign currencies**
- 18.1 Freight forwarders' invoices are due immediately.
- 18.2 The freight forwarder can demand from his foreign principals payment either in local or German currency.
- 18.3 If the freight forwarder owes foreign currency amounts, or if he advances sums in foreign currencies, he can demand payment either in German or in foreign currency. If he demands payment in German currency, the current exchange rate will be used, unless it can be proven that a different rate of exchange must be used or was used.
- 19. Settlement**
- Claims arising out of the forwarding contract and other related claims may only be set off against counter claims, if these are undisputed.
- 20. Lien and retention**
- 20.1 The freight forwarder has a lien on all goods in his possession or other valuables in



This Project is funded
by the European Union



connection with any claim, whether due or not for any services for his principal in accordance with section 2.1. This lien does not exceed the general legal lien which applies.

- 20.2 The freight forwarder may exercise his lien for claims arising out of other contracts with the principal only if they are undisputed or if the financial situation of the debtor puts the claims of the freight forwarder at risk.
- 20.3 The time limit of one month as specified in section 1234 of the German commercial Law is superseded in all cases by a time limit of two weeks.
- 20.4 If the principal is in arrears, the freight forwarder is entitled, after due notice, to sell such a portion of the principal's goods in his possession as is necessary, after appropriate consideration, to meet his claims.
- 20.5 The freight forwarder is entitled to the usual sales commission on the net proceeds of the sale when exercising his lien.

21. Insurance of the goods

- 21.1 The freight forwarder arranges for the insurance of the goods (e.g., transit or warehousing insurance) with an insurer of his choice if instructed to do so by the principal before the goods are handed over.

If the freight forwarder cannot effect insurance cover, either due to the nature of the goods or for any other reason, he must inform the principal without delay.

- 21.2 The freight forwarder is entitled, but not obliged, to effect the insurance of the goods if this is in the interest of the principal. The freight forwarder may assume that the insurance cover is in the interest of the principal, especially when,
- the freight forwarder effected insurance cover for previous freight forwarding instructions
 - the principal declared the value of the goods in his freight forwarding instructions (3.4).

This assumption for the arrangement of insurance cover may not be made if

- the principal expressly forbids such insurance cover
- the principal is a freight forwarder, carrier or warehousing company.

- 21.3 The freight forwarder, after due consideration decides the type and scope of the insurance and arranges the cover at the usual market rates, unless the principal instructs the freight forwarder differently, specifying the insured sum and the risks to be covered, in writing.
- 21.4 If the freight forwarder is himself the insurance policy holder and if he acted for the account of the principal he is obliged, if requested to do so, he is obliged to provide information about this in accordance with 14.1. In such a case the freight forwarder is obliged to invoice the premium for each freight forwarding instruction individually, to document it and to pay it to the insurer exclusively for this insurance cover.
- 21.5 The freight forwarder is entitled to a special fee, apart from his reimbursements, for arranging the insurance, handling claims and other administrative tasks in connection with claims and averages.

22. Liability of the freight forwarder, cession of claims



This Project is funded
by the European Union



- 22.1 The freight forwarder bears liability for all his services (section 2.1) according to legal regulations. Unless specified otherwise, however, the following shall apply.
- 22.2 If the freight forwarder is only responsible for arranging the contracts required for the services requested, his responsibility is limited to the careful choice of such third party service providers.
- 22.3 In all cases where the freight forwarder is liable for loss of or damage to goods, his liability will be in accordance with §§ 429, 430 of the German Commercial Law.

22.4 If §§ 425 pp and 461, section 1 of the German Commercial Law are not applicable, the freight forwarder is liable for damage resulting from:

- 22.4.1 - insufficient packaging or marking by the principal or third parties
- 22.4.2 - agreed or customary outdoor storage
- 22.4.3 - theft or robbery (§§ 243, 244, 249 German Penal Code)
- 22.4.4 - Acts of God, weather conditions, failure of appliances or wiring, influence of other goods, damage by animals, inherent vice

Only, if there is evidence of the freight forwarder being at fault. If the damage could have arisen from one of the above circumstances it shall be deemed to have arisen from it.

22.5 If the freight forwarder has a claim against a third party for damage for which he is not liable, or if the freight forwarder has claims in excess of the sum for which he is liable, he must, on request, cede such claim to his principal, unless the freight forwarder, by special agreement, had undertaken to pursue such claims at the cost and risk of his principal.

The principal may also demand that the freight forwarder cedes all claims against third parties to him. § 437 of the German Commercial Law remains unaffected.

If the claims of the principal have been met by the freight forwarder or by the forwarders' insurance, the claim to be ceded is limited to that portion which exceeds that already paid by the freight forwarder or his insurance.

23. Limitation of liability

23.1 The liability of the freight forwarder for loss of or damage to goods, with the exception of warehousing on request, is limited:

- 23.1.1 to € 5 per kilogram of gross weight of the consignment;
- 23.1.2 in case of damage occurring to goods whilst being carried, the damage is limited - contrary to section 23.1.1 - to the legally limited maximum amount specified for this type of carriage;
- 23.1.3 in case of a contract of multi-modal carriage - including sea transport - to 2 SDR per kg;





This Project is funded
by the European Union



23.1.4 to € 1 million or 2 SDR per kg per claim, whichever is the higher.

23.2 If only individual packages or parts of the consignment were damaged or lost, the maximum liability is calculated on the basis of the gross weight

- of the whole consignment if it is rendered valueless
- of that part of the consignment that is rendered valueless

23.3 The liability of the freight forwarder for damage other than to goods, excepting personal injury and damage to goods that are not subject of the contract of transportation, is limited to three times the amount payable for the loss of the goods, but not more than € 100,000 per event. §§ 431 section 3 and 433 HGB (German Commercial Code) remain unaffected.

23.4 The liability of the freight forwarder, irrespective of the number of claims per event is limited to € 2 Millions per event or 2 SDR per kg of lost or damaged goods, whichever is the greater; In the case of more than one claimant the freight forwarder's liability is proportionate to their individual claims

23.5 The SDR is calculated in accordance with § 431, section 4 of the German Commercial Law.

24. Liability limitations in the case of warehousing upon instruction

24.1 The liability of the freight forwarder for loss of or damage to goods in the case of warehousing upon instruction is limited

24.1.1 to € 5 for each kg gross weight of the consignment,

24.1.2 to a maximum of € 5,000 per claim; if the claim of a principal is based upon the difference between the nominal and actual inventory (section 15.6) the liability is limited to € 25,000, irrespective of the number of events causing the inventory discrepancy. Section 24.1.1 is not affected.

24.2 Section 23.2 applies accordingly.

24.3 In the case of warehousing upon instruction the liability of the freight forwarder for claims other than for damage to goods, excepting personal injury and damage to goods that are not subject of the contract of transportation, is limited to € 5,000 per claim.

24.4 Irrespective of the number of claims arising from an event, the liability of a freight forwarder is limited to € 2 Millions per event; in the case of more than one claimant the freight forwarder's liability is distributed amongst them in proportion to their individual claims.

25. Burden of proof

25.1 The principal must provide evidence that goods of a specified quantity and state were handed to the freight forwarder in apparent good order (§ 438 German Commercial Law). The freight forwarder must provide evidence that he delivered the goods as he received them.

25.2 The burden of proof that goods were damaged whilst being transported (Section 23.1.2) in the means of transport lies with the party claiming such damage. If the place where the damage occurred is unknown, the freight forwarder must specify the



sequence of transportation by documenting the interfaces (Section 7) if requested by the principal or the consignee. It is to be assumed that the damage occurred during that stage of the transportation for which the freight forwarder cannot provide a clean receipt.

- 25.3 The freight forwarder is obliged to ascertain, through appropriate enquiries and obtaining evidence, where the damage occurred.

26. Non-contractual claims

The aforementioned releases from and limitations of liability apply also, in accordance with §§ 434, 436 of the German Commercial Law, to claims not arising out of freight forwarding contracts.

27. Specific responsibility

The aforementioned releases from and limitations of liability do not apply, if the damage was caused:

- 27.1 By intent or gross negligence of the freight forwarder or his management staff or by violation of fundamental duties of the contract in which case damage claims shall be limited to foreseeable, typical damage;
- 27.2 by the freight forwarder in cases covered by §§ 425 pp, 461 Abs. 1 of the German Commercial Law or by persons specified in §§ 428, 462 of the German Commercial Law acting intentionally or recklessly, knowing that damage to the goods would be probable.

28. Notification of a claim

Claims have to be made in accordance with § 438 of the German Commercial Law.

29. Freight forwarding insurance

- 29.1 The freight forwarder is obliged to cover, at going market rates, his transport-related liability according to ADSp and as legally required to cover standard liabilities with an insurer of his choice.
- 29.2 Agreements for maximum compensation per claim, event and year are permitted; also contributions from the freight forwarder.
- 29.3 The freight forwarder may only refer to the ADSp towards his principal if he has arranged sufficient insurance cover at the time of the forwarding instructions are issued.
- 29.4 If requested by the principal, the freight forwarder has to provide proof of this liability insurance cover

30. Place of fulfilment, place of jurisdiction, applicable law

- 30.1 The place of fulfilment for all parties to the contract is the location of that branch office of the freight forwarder at which the instructions are directed.
- 30.2 The place of jurisdiction for all disputes arising out the instruction is for all participants, so far as they are business people, the location of that branch office of the freight forwarder at which the instructions are directed.



This Project is funded
by the European Union



- 30.3 The legal relationship between the freight forwarder and the principal or his legal successors is governed by the law of the Federal Republic of Germany.



This Project is funded
by the European Union



**ANNEX 3c GENERAL CONDITIONS THAT SETTLE THE OPERATIONS PERFORMED
BY THE SHIPPING HOUSES - ROMANIA**



This Project is funded
by the European Union



USER – Romania

GENERAL CONDITIONS THAT SETTLE THE OPERATIONS PERFORMED BY THE SHIPPING HOUSES

Chapter I - Generalities and definitions

1. Under the present general conditions, by shipping house it is understood any entrepreneur that, in the name of a committent (client) or at his order, provides to be transported, that is organizes a transport of goods, without being himself a conveyor.
The transport, beside the proper transport, includes other activities that are connected with this activity, as: deposit of the goods, custom obligations (declarations and so on), control of the goods, execution of the disposition concerning the amounts that the committent (client) must cash.
2. The client is any juridical or physical person, owner and/or having the right to dispose upon a quantity of goods and soliciting the transportation of these goods, including the operations connected with the transport. The client is the person that pays or guarantees the payment of the transport price and of the operations related to this transport.
3. The organization of the transport is based on the conditions of the shipping contract, concluded between the client and the shipping house.
4. The client's order to the shipping house, followed by its acceptance, is also considered as a contract concluded between the house and the client. The order and its acceptance can be provided by mail, telex, fax or electronically.
The command should contain the necessary elements that should allow the shipping house to organize and perform the transport, as well as the connected operations.
5. The shipping house is not obliged to check the documents of the client (commercial invoices, specification list etc.) for exactness; the client has the responsibility to elaborate these documents correctly and in a proper manner.
If the client is asking for special delivery conditions, he is obliged to inform the shipping house about these conditions, in a written form. The instructions are subject to the agreement of the shipping house. Thus the conditions are considers as accepted if the shipping house takes action after receiving the instructions.
6. In all the cases where the shipping house is a USER member, the shipping contract stipulations of the order are completed by the stipulations of these general conditions, that are integrate parts of the contract or order, even if a special mention about this fact is not expressed.



This Project is funded
by the European Union



Chapter II - Obligations of the shipping house

1. The shipping house will deposit the necessary diligence for organizing the transport and providing the connected operations, according to the client's instructions, as they were agreed upon, as well as for protecting the client's interests during the execution time.
2. The shipping house must be organized and dispose of the necessary means for performing this action.
If it has not been agreed differently, the shipping house has the right to freely choose its sub-performers, as well as the type of transport and the used means.
The verification of the special instructions given to the shipping house devolves upon the client. The client agrees with the intermediaries or the sub-performers collaborating with the shipping house for the execution of its obligations.

Chapter III - Obligations of the client

1. The goods must be delivered packed, marked, labeled, in order to resist to the transport operations and/or to the operations that are connected with it and it must be delivered to the consignee according to the contract and in accordance with the usage.
2. The shipping house is not responsible for the damages that could result from the absence, insufficiency or imperfection of the packing and/or from the marking and/or labeling of the goods, as well as from the lack of some adequate information concerning the nature of particular features of the goods.
3. When at the goods' destination there are ascertained damages or any other injuries to the goods, including those that are resulting from the delay of transports, the consignee or those that receive the goods have the obligation to proceed to establish the damages and to achieve the imposed formalities, including the expression of legal reserves toward the person providing the transport, as well as to take measures that will preserve him the right to reclamation and actions for recovery of the damages.
4. The client undergoes the consequences, no matter their nature, that are resulting from providing wrong or incomplete documents or documents that cannot be applied, or from providing them with delays.
5. In case that the shipping house performs customs operations in the account of the client, the client is the one that guarantees to the custom errand the payment of the customs taxes and the fines eventually owed, that are determined by wrong instructions or documents provided by client.



This Project is funded
by the European Union



6. In case that the consignee refuses the goods or in case of his absence, no matter the reason, the client is obliged to support the initially expenses and the additional ones, that are made or engaged by the shipping house.

Chapter IV - *The responsibility of the shipping house*

1. No matter its intermediary quality (concessionaire, authorized agent), the shipping house is responsible only for the damages that are resulted from its own errors, that can be charged to it and to its delegates.
2. The shipping house is not responsible for the actions of the third, such as its agents (person in charge with transport, intermediary etc.), except the cases when a mistake in choosing them that could be charged on it is made. In this case, the responsibility of the shipping house can not overpass the responsibility of the third.
3. If the responsibility of the shipping house is in charge with the damage or loss of the goods, as a result of its own act, the proportion of the owed compensation is established according to the goods' normal value in the moment of its reception.
4. However, in the cases when the responsibility of the shipping house is engaged under the conditions of the previous paragraph, this responsibility is strictly reduced and it cannot overpass:
 - a) for the damages of the goods, from loss or injuries and for all the consequences that might result from those reasons - 2.5 US/kg, but not more than - 1600 US/parcel, no matter the weight, type or size, and no more than - 50000 US/transport. For the bulk goods transports, the compensation cannot be more than - 2.5 US/kg of lost or damaged goods, but not more than - 50000 US/transport;
 - b) for other damages, including those resulting from delayed delivery, when it is the case, its responsibility is limited to the price of the transport of the goods.
5. The shipping house is not responsible for the indirect damages, no matter the cause that produced them.
6. If the client did not ask for a special delivery term, the client can ask for compensations only after a notification addressed for this purpose to the shipping house.
If the value of the goods exceeds the responsibilities of the shipping house, the client can choose one of the following measures:
 - a) to support, in case of damages, the risk resulted from the difference between the responsibility of the shipping house and the value of the goods;
 - b) to make, at the end of the contract, a statement for the goods value that, if accepted by the shipping house, it will rise the limit of responsibility, up to the declared value of the goods; in such situations the price differences will be owed;



This Project is funded
by the European Union



c) to instruct the shipping house for purchasing an insurance in the client's account; this insurance should cover totally or partially the risk, indicating the risks and the insured value. ¶¶¶ These instructions should be given for each transport.

Chapter V - *Special transports*

In the case of special transports (frigorific, dangerous goods), the shipping house will put at client's disposal all the information that are necessary for performing the transport, the alternatives for transport, prices, insurance etc.; on these grounds the client can agree upon the shipping contract.

Chapter VI - *Complaints*

The complaints against the shipping house can be formulated within 6 (six) months. ¶¶¶ The term of 6 (six) months begins from the day of delivery of the goods at the destination, or, if the delivery was not made, from the day the shipping contract was concluded.

Chapter VII - *Payment conditions*

The payment of the transport and for the others services is made by the client or by the consignee, if agreed this way, based on the invoices issued by the shipping house.

The payment term of the invoiced amount is 48 hours from the moment the invoice was received.

If the payment of the owed amounts is made in several instalments, the performed payments are referring to the debts in order of their settling day.

If there was established an installment payment, the failure of paying one installment oblige the client to immediate payment of the whole amount.

For the delayed payment the client owes penalties of 0.40% from the amount, for each day of delay.

Chapter VIII - *The right of pledge and the right of retention of the shipping house*

For all its actual and previous debts, resulted from services made for the client, the shipping house has a right of pledge and retention concerning the goods and any other values connected with these ones, that are in its possession.



This Project is funded
by the European Union



Chapter IX - *Arbitrary clause*

In absence of any contrary stipulations contractually agreed, the litigation between the client and the shipping house or between the shipping house and the parts that are legally entitled, that has not been solved in a friendly manner, are under the competence of the juridical organs in the town where the shipping house has its head-quarters.

The juridical relationship between the shipping house and the clients, generated by the application of these general conditions, are regulated by the Romanian law.



This Project is funded
by the European Union



ANNEX 3D TURKISH FREIGHT FORWARDING ASSOCIATIONS CONDITIONS



This Project is funded
by the European Union



UTIKAD RULES FOR FREIGHT FORWARDING SERVICES

PART I

GENERAL PROVISIONS

1. CONDITIONS OF APPLICATION

1.1. These rules shall be binding upon any reference, whether verbal or in writing, to UTIKAD Rules for Freight Forwarding Services, provided that they are incorporated into the contract.

1.2. UTIKAD Rules shall take precedence in the event of any contradiction between UTIKAD Rules and the carriage contract. Notwithstanding the aforementioned, the Provisions of the contract of carriage shall take precedence over UTIKAD Rules to the extent that they increase both the liability and responsibility of the Freight Forwarder.

2. DEFINITIONS

2.1. The term Freight Forwarding Services shall mean

- carriage of cargo or any responsibility thereof,
- storage,
- other services related to the carriage and storage of cargo including but not limited to :
 - consolidation of the cargo or separation of consolidated cargo,
 - packaging,
 - customs services or any responsibility thereof,
 - handling, overhauling or labelling of cargo,
 - insurance or any responsibility thereof,
 - preparation of export and import documents on behalf of the Customer or assistance therewith
 - consultancy services for carriage and distribution,

2.2. The term **Freight Forwarder** shall mean a body or bodies corporate having concluded an agreement with a Customer with respect to freight forwarding services.

2.3. The term **carrier** shall mean a body or bodies corporate actually performing the carriage of the cargo with its own means of transportation (performing carrier) or assuming expressly or impliedly the responsibility for the transportation of the cargo (contractual carrier). The Freight Forwarder shall be considered as a contractual carrier, when it has issued a transport document in its own name or when it can be deduced from its public declaration or its statement -such as the communication of the carriage fees- that it assumes the responsibility of a carrier.



This Project is funded
by the European Union



2.4. The term **Customer**, shall mean a body or bodies corporate assuming rights and liabilities under a freight forwarding service contract entered into with a Freight Forwarder or as a result of activities related to such services.

2.5 The term **goods** shall mean any goods including live animals and plants, and any container, pallet or similar transport device or packaging material not provided by the freight forwarder.

2.6. The term **SDR** shall mean the Special Drawing Right as defined by the International Monetary Fund. In the event that SDR must be used as a unit of account, the relevant Turkish Central Bank foreign currency buying exchange rate on the relevant date shall apply unless mandatory regulations stipulate otherwise.

2.7. The term **mandatory** shall mean any legislative regulation that cannot be modified at the will of any party.

2.8. The term **in writing** shall include any document that is conveyed via telegram and fax as well as electronic means such as e-mail.

2.9 The term **valuable goods** shall mean ingot or processed gold, coin or banknote, securities, precious stones, jewellery, antiques, paintings, art crafts and the like.

2.10 The term **dangerous goods** shall mean any cargo classified as a hazardous substance by national law or International Conventions.

2.11 The term **delay** shall mean any delay in performing the carriage within the agreed time allotted thereto or if no time limit is agreed upon, within a reasonable period (in this respect, the expected time of arrival at a destination as communicated by the Freight Forwarder shall be taken into account).



This Project is funded
by the European Union



3. INSURANCE

Unless the customer provides a clear written instruction, the Freight Forwarder shall not take out cargo insurance. All insurance shall be taken out under the customary conditions and exceptions applied by the insurer granting the insurance cover. Unless otherwise is agreed upon in writing, the Freight Forwarder shall not be obliged to contract individual insurance for each of the transported cargo and may declare these under its floating policy in force.

4. HINDERANCES TO THE PERFORMANCE OF THE FREIGHT FORWARDER

If the performance of the Freight Forwarder's obligations becomes impossible or is hindered because of any obstruction or risk which is not attributable to the Freight Forwarder's fault or negligence and which cannot be prevented with reasonable care, then the Freight Forwarder:

4.1. may discontinue the transport of the cargo and if the later occurs, shall forthwith notify the Customer of the situation in writing and if possible, shall hold the whole cargo or any part thereof at the disposal of the Customer at a place the Freight Forwarder considers safe and suitable at its sole discretion. At such place, the cargo shall be deemed delivered to the Customer and the responsibility of the Freight Forwarder shall expire. In any event, the Freight Forwarder shall be entitled to claim freight pro rata to the distance travelled and the Customer shall be obliged to reimburse additional costs incurred with regard to any services rendered under the aforementioned conditions.

4.2. shall reserve the right to change the method of transport, the period and route and request payment of freight and relevant additional costs.

If no written instruction is received within 48 hours after the notification to the Customer, then article 4.1 shall apply.

5. METHOD OF TRANSPORT AND ROUTE

The Freight Forwarder shall render its services in compliance with the instructions of the Customer. If those instructions are incorrect, incomplete or contrary to the contract's provisions, then the Freight Forwarder may act at its own discretion, all related costs and risks are for the account of the Customer. The Freight Forwarder is entitled to enforce the sale of the cargo in the eventuality of any depreciation or any risk of harm to humans or to the environment. In such cases, the Freight Forwarder shall have priority for the collection of freight, sales costs and other reasonable expenses incurred. The remainder shall be rendered to the Customer. In any case, the Freight Forwarder shall be obliged to notify the Customer in due time in writing in respect to any measures taken.

In no case shall "cash on delivery" or any other similar statement on the invoice be construed as to oblige the Freight Forwarder to collect the invoiced amount or to take out insurance for the goods.



This Project is funded
by the European Union



Unless otherwise agreed, the Freight Forwarder may load the cargo on deck and may determine or change at its sole discretion the means of transport, the route and the method of handling, lashing, storing and carrying, without any prior notification to the Customer.

6. LOADING INSTRUCTIONS

Instructions, explications, and notifications pertaining to loading or any subsequent modification thereto shall be in writing. The burden of proof with regard to the accuracy and non-ambiguity of the instructions remains with the party alleging the contrary.

The customer shall include in its instructions all the details necessary to perform the carriage such as the address, package number, amount, package type and content, and characteristics of the goods. In the case of hazardous substances, the Customer shall notify the Freight Forwarder of the risks associated with the cargo and necessary precautions to be taken. In the event that the risk code of the cargo is defined by international custom and practice and regulation, The Customer shall notify the Freight Forwarder of such Code. However the Freight Forwarder shall have no obligation to check the accuracy of such information provided by the Customer.

In no event shall the Freight Forwarder undertake any obligation to investigate whether the signatures to the written instructions or the documents are signed by duly authorised representatives of the Customer.

7. PACKAGING, LOADING AND ASSISTANCE IN PACKAGING

The following services shall not be included into the scope of this contract:

7.1. Packaging of the goods

7.2. Weighing or inspection of the goods and precautions to be taken to preserve the quality of the goods and their packaging

7.3. Provision of pallets

7.4. Loading of the goods

However, these services may be rendered upon special agreement and upon payment in advance.



This Project is funded
by the European Union



8. CUSTOMS

The Freight Forwarder shall complete the registration of the means of transportation necessary to initiate customs proceedings and other services related thereto to be rendered in respect to customs, against payment of the respective fees as set by UTIKAD.

The Freight Forwarder may also undertake, within the scope of its legal capacity, to accomplish the required customs proceedings against an additional fee. Relevant authorisation shall be given by the Customer in accordance with the prevailing regulations in order to enable the Freight Forwarder to undertake the required service.

9. STORAGE

Upon the request of the customer, the Freight Forwarder shall store the cargo within its or others' storage facilities, at its own discretion. If the Freight Forwarder chooses a third party's warehouse, the name and the address of that warehouse shall be notified to the Customer.

The Customer shall have the right to observe and inspect the warehouse chosen by the Freight Forwarder. The Customer shall notify the Freight Forwarder in writing of its objection thereto, if any. If the Customer does not use its right to inspect the warehouse, then it shall lose its right to make any claim in respect to that warehouse.

In the event the Customer takes samples or carries out any other action in relation to the stored goods, the Freight Forwarder may request the co-operation of the Customer so as to mutually determine the amount, weight and similar characteristics of the goods. If the Customer refuses such request, then no claim shall be made against the Freight Forwarder except for any additional damage that may occur during the said determination.

The Customer shall be responsible for any damage to the warehouse or to the stored goods that may occur during any visit by the Customer, its servants or agents.

In the event that the Freight Forwarder encounters difficulties in collecting the sums due to it by the Customer and the value of the stored goods is not sufficient to cover such payments, the Freight Forwarder may request from the Customer to provide a guarantee and if the Customer fails to provide such guarantee within a reasonable period of time, then the Freight Forwarder may terminate the storage service agreement and use its right of retention or lien over the goods.



This Project is funded
by the European Union



10. FREIGHT FORWARDER'S OFFER

The cargo covered by the Freight Forwarder's offer or the contract entered into, is the cargo which amount is and specifications are explicitly defined or, if no explicit definition is made, the cargo which amount is and specifications are usual for that type of cargo. In case of any change in the usual conditions of carriage, routes, actual exchange rates and tariffs prevailing at the time of the proposal or contract, the terms of the contract shall be modified and adapted accordingly.

The proposal shall be considered void upon the term of the validity period stated by the Freight Forwarder in its offer expiring, except when the Customer has provided its consent within the same period.

11. FREIGHT FORWARDER'S INVOICES, PAYMENT AND EFFECTIVE EXCHANGE RATES

As a rule, the Freight Forwarder's invoices shall be payable upon submission, unless due dates are stipulated in the contract.

The currency of the invoices and the name of the bank determining the effective exchange rates and the currency of payment shall be stated in the contract. If no such statement is made, the currency of the invoices shall be Euro and the exchange rate shall be the average of the exchange rates declared by the first four top ranking Turkish banks.

If the invoiced amount is not paid within the specified period of time stated in the contract, default interest shall be imposed at the rate of 50% over the average of the current Commercial Euro interest rates of the first four top ranking Turkish banks.

The sums due to the Freight Forwarder, irrespective of the means of payment, shall be paid in full and free of any deductions.



This Project is funded
by the European Union



PART II

FREIGHT FORWARDER'S RESPONSIBILITIES

12. FREIGHT FORWARDER'S RESPONSIBILITIES (OTHER THAN CONTRACTUAL RESPONSIBILITIES)

12.1. Basis of the Responsibility

12.1.1. Freight Forwarder's Responsibility for Due Care

In providing Freight Forwarding Services, the Freight Forwarder will observe due care and take all reasonable measures. Otherwise, it shall be liable, subject to Article 14 below, to the Customer for loss of or damage to cargo and for financial loss arising directly from the failure to observe due care.

12.1.2. No Responsibility for Third Parties' Actions

The Freight Forwarder will not be held responsible for the performance and negligence of third parties such as carriers, warehouse personnel, stevedores (persons in charge for loading and unloading), port authorities and other freight forwarders, except for any failure to observe due care in their selection.

12.1.3. In addition to the above provisions, the Freight Forwarder's responsibilities shall be as defined by CMR, CIM, Warsaw Convention and similar International Conventions, of which the Republic of Turkey is a party.

13. FREIGHT FORWARDER'S CONTRACTUAL RESPONSIBILITIES

13.1. The Freight Forwarder's Responsibility as Carrier

The Freight Forwarder shall be responsible as a party to the contract not only when it performs the carriage with its own means of transportation (performing Carrier) but also when it assumes carriers liabilities by issuing transport documents on its own behalf or by otherwise undertaking carriers liabilities (contracting carrier).

However, if the Customer has not declared within a reasonable period of time that it will continue to hold the Freight Forwarder responsible as carrier after receiving the transport documents issued by a third party, then the Freight Forwarder shall not be held responsible as carrier.



This Project is funded
by the European Union



13.2. The Freight Forwarder's responsibilities as Contracting Party for Other Services

The Freight Forwarder shall be responsible as a Party to the contract, for services other than carriage such as storage, handling, packaging or distribution and additional services related with these only if:

13.2.1 such services are rendered by it in using its own resources and employees; and

13.2.2 it has assumed any clear or implied commitment to be held responsible as a party to the contract

13.3. Scope of The Freight Forwarder's Responsibilities as Contracting Party

The Freight Forwarder, being a party to the contract, shall be responsible, subject to the Article 14 below, for the acts or omissions of persons employed for the carriage or another service, as if these acts or omissions were its own acts or omissions. The Freight Forwarder's rights and liabilities are subject to legal provisions applicable to the carriage or the service provided and to clearly agreed additional conditions or if there is no clear agreement then to usual conditions prevailing for the carriage or the services provided.

14. EXCEPTIONS, DETERMINATION OF RESPONSIBILITY AND THE AMOUNT OF INDEMNITY

14.1. Exceptions

In no case will the Freight Forwarder be held liable for:

14.1.1. Precious or hazardous goods other those declared to the Freight Forwarder at the conclusion of the contract;

14.1.2. Unless the contrary is agreed explicitly in writing, any loss caused by delay

14.1.3. Any consequential loss such as loss of profit or loss of market

The Freight Forwarder shall not be liable for any loss or damage, if such loss or damage is the result of:

14.1.4. the Customer's fault or negligence,

14.1.5. the loading, unloading, handling or stowage made by the Customer or a person acting on its behalf,



This Project is funded
by the European Union



14.1.6. breakage, leakage, sudden flare, spoilage, rusting, fermentation, evaporation or cold, heat or humidity,

14.1.7. the perishable nature of the goods

14.1.8. imperfection or inadequacy of the packaging,

14.1.9. incorrect or missing addresses or labels of the goods,

14.1.10. incorrect or incomplete information with respect to the goods, and

14.1.11. any occurrence that the Freight Forwarder could not reasonably prevent and the consequences of which it could not avoid.

14.2. Determination of the amount of indemnity

In case the Freight Forwarder is liable for any loss of or damage to the cargo, indemnity shall be calculated on the basis of the value of the cargo at the place where the Freight Forwarder took delivery for carriage, plus the freight and expenses related to carriage.

The value of the goods shall be determined on the basis of their current exchange price. In the absence of a current exchange price, the market price and if there is no market price, the price of similar goods shall be taken into consideration.

In case of damage to the goods, the percentage of the damage shall be determined and indemnity shall be calculated by taking into account the multiplication of the value of the goods with such percentage.

If the Freight Forwarder pays as indemnity the full value of the goods, it shall have the option to claim title over the goods.

14.3. Limitations of Liability

14.3.1. Loss of or Damage to Cargo

In the event of loss of or damage to the goods, the related provisions of International Conventions such as CMR, CIM; and Warsaw Conventions shall apply.

In other cases the Freight Forwarder's liability is limited to no more than 1.00 SDR per kilogram of gross weight damaged. However, in such cases as referred to above, the liability shall not exceed the amount of the freight.



This Project is funded
by the European Union



If the goods are not delivered within 90 consecutive days following the day on which they should have been delivered, the claimant may consider the goods as lost if there is no proof to the contrary.

14.3.2. Limitation of responsibility in case of delay

If the Freight Forwarder is liable for delay, such liability cannot exceed the amount of the fees related to the service during the performance of which a delay has occurred.

14.3.3. Other kind of losses

For any type of loss not mentioned under 14.3.1 and 14.3.2, the liability of the Freight Forwarder cannot exceed 1000 SDR per event, except where a higher amount is collected from a person for whose acts or omissions the Freight Forwarder can be held liable. However, the total indemnity cannot be higher than the amount of the freight.

15. NOTIFICATION OF LOSS OR DAMAGE

15.1. The person entitled to take delivery of the goods shall notify the Freight Forwarder in writing and will provide a general statement of any loss of or damage to the goods at the time of delivery. If this duty is not complied with, the goods shall be presumed as received in good condition. In cases where loss or damage cannot be seen from the outside, the presumption of delivery in good condition shall take effect in the absence of any written notification within 7 days following delivery.

15.2. For all other types of loss and damage, any claim related to a service undertaken or actually provided shall be made in writing within 14 days following the date at which the event giving rise to the loss or damage is effectively learned or ought to have been learned by the Customer. Otherwise such claim shall be deemed as waived and shall become void. However, if the Customer proves that it was impossible to comply with the time limitation and it has made its claim at the first opportunity, then such claim shall be valid.

16. TIME BAR

Unless the contrary is explicitly agreed, the Freight Forwarder shall be exonerated of all liabilities if no lawsuit is initiated within 1 year following the delivery date or the date when the delivery should have taken place or the date on which the Customer is entitled to consider the goods as lost.

In cases other than the loss of or damage to the goods, the one-year time bar period shall be calculated commencing from the act or omission that gave rise to the claim.



This Project is funded
by the European Union



Unconditional acceptance of the goods shall also bar the right to claim indemnity from the Freight Forwarder.

17. CLAIMS BASED ON EXTRA-CONTRACTUAL RESPONSIBILITIES

These rules shall apply to all claims against the Freight Forwarder, whether based upon contractual or non-contractual responsibilities.

18. RESPONSIBILITIES OF EMPLOYEES AND OTHERS

These rules shall also apply to claims filed against the servants or agents of the Freight Forwarder (including independent contractors) irrespective of whether they are based on contractual or non-contractual responsibilities.

Total liability of the Freight Forwarder, its servants or agents cannot exceed the limit of liability set out in these Rules or in any special agreement between the Freight Forwarder and the Customer.



This Project is funded
by the European Union



PART III

CUSTOMER'S RESPONSIBILITIES AND OBLIGATIONS

19. FEES, ADVANCES; CONTINGENCIES

The fees requested from the Customer as consideration for the Freight Forwarding Services are calculated on the basis of information provided by the Customer and the assumption that those services will be rendered under normal circumstances. The Freight Forwarder has the right to suppose that the content and volume/weight ratio of the goods delivered for carriage are customary.

If the services undertaken by the Freight Forwarder related with the goods cannot be rendered because of the arbitrary behaviour of the Customer, then the Freight Forwarder shall be entitled to claim all the agreed fees for those services.

20. SET OFF PROHIBITION

All of the amounts that are to be paid to the Freight Forwarder, shall be paid without any deduction or delay and may not be subject to set off in respect to other receivables or counter claims.

21. LIEN

The Freight Forwarder shall have a lien, to the extent of the applicable law, on all of the goods or on documents related thereto, in order to guarantee all amounts payable by the Customer including the expenses incurred with respect to additional services carried out in order to collect such amounts payable.

In case the goods are lost or damaged, indemnity to be paid by the insurer, carrier or any other person, shall be substituted for the goods and the Freight Forwarder shall use its lien on such indemnity.

22. ACCURACY OF INFORMATION

Upon the delivery of the goods for carriage or for other services, the Customer shall be responsible for the accuracy of the information given by itself or on its behalf to the Freight Forwarder with regard to the general content, brands, amount, weight, volume and the hazardous particularities of the goods.



This Project is funded
by the European Union



23. LIABILITY TO PAY INDEMNITY

23.1. General Liability to Pay Indemnity

Except where the Freight Forwarder is liable under the provisions of Part II, the Customer is obliged to free the Freight Forwarder of all obligations that may arise during the performance of Freight Forwarding Services.

23.2. Liability with respect to General Average

The Customer is obliged to pay to the Freight Forwarder its debts arising from General Average and to provide security if requested by the Freight Forwarder with respect to General Average.

24. CUSTOMER'S OTHER RESPONSIBILITIES

The Customer shall be liable against the Freight Forwarder for any damage and expense and official charges caused as a result of incomplete or incorrect information or incorrect instructions given to the Freight Forwarder or to other persons for whose acts the Freight Forwarder is liable, and for the delivery of goods causing death, injury, environmental damage, property damage or any other kind of damage or loss whatsoever.



This Project is funded
by the European Union



PART IV

DISPUTES AND JURISDICTION

25. DETERMINATION OF LOSS OR DAMAGE

In the determination of any loss or damage under the scope of these Rules, a surveyor's report ; whose competence is internationally accepted, shall be taken into consideration.

26. JURISDICTION

Any dispute which may arise with respect to this agreement shall be resolved in Istanbul by way of arbitration.

The party wishing to commence arbitration proceedings shall appoint its arbitrator and inform the other party thereof through the notary public. In such notification, the dispute for which arbitration proceedings have commenced shall be also be stated. The other party shall appoint its arbitrator within 1 week following such notification and shall notify the other party of the same through the notary public. Arbitrators appointed by the parties shall appoint a third arbitrator within 10 days following the last notification. If they fail to mutually agree on a third arbitrator, then the Chamber of Commerce of Istanbul shall appoint the same.

The arbitrator appointed by the Freight Forwarder shall be in enlisted from UTIKAD's list of arbitrators. The third arbitrator appointed by the parties or, in their failure to appoint, appointed by the CCI President must have experience in the field of transportation and be registered in the list of arbitrators of the Turkish Union of Chambers. If the party receiving the notification of arbitration fails to appoint and communicate the appointment of an arbitrator within one week, then its arbitrator shall be appointed by the CCI President in compliance with the principles for the appointment of the third arbitrator. Notification shall be deemed to be on time, if the notary public procedure is accomplished within a week.

Arbitration costs shall be borne equally by the parties at the commencement of arbitration. The arbitration award shall state the definitive portions incumbent to each party in proportion with the admission or rejection of the claim.

Otherwise, the provisions of HUMK (Turkish Civil Proceedings Act) with respect to arbitration shall apply.

27. MANDATORY PROVISIONS

These Rules shall be valid to the extent that they do not violate the provisions of applicable mandatory national law or International Conventions.



This Project is funded
by the European Union



ANNEX 4A FENEX GUARANTEE FUND INDEMNITY PAYMENTS RULES



This Project is funded
by the European Union



FENEX Guarantee Fund Indemnity Payments Rules

The full regulation concerning the payment of compensation from the FENEX Guarantee Fund is given below. This regulation became effective from 1 January 1990 (Art. 9), lastly modified on 1 January 2004.

Members of the FENEX are participants in the FENEX Guarantee Fund and therefore can use the FENEX logo. Membership is registered at FENEX. The FENEX Guarantee Fund Foundation is registered with the The Hague Chamber of Commerce under no. S155926.

4.1.1 Clause 1

4.1.2 Definitions

When used in these rules the following expressions shall have the meanings specified hereunder

4.1.3 FENEX guarantee fund:

foundation FENEX Guarantee Fund, situated in The Hague.

4.1.4 FENEX freight forwarder:

member freight forwarders of FENEX, Netherlands Association for Forwarding and Logistics.

4.1.5 principal:

the party with whom a FENEX freight forwarder has concluded a forwarding contract.

4.1.6 forwarding contract:

1. the contract to cause the carriage of goods, whereby the one party (the FENEX freight forwarder) undertakes vis-a-vis the other party (the principal) to conclude for the benefit of the latter with a carrier one or more contracts for the carriage of goods to be provided by said other party.
2. the contract of combined transport of goods whereby the FENEX freight forwarder undertakes vis-a-vis his principal by one and the same contract that the carriage shall be effected by different means of transport.



This Project is funded
by the European Union



3. the contract for the carriage of goods for which a FIATA Combined Transport Bill of Lading has been issued to the principal by the FENEX freight forwarder.

4.1.7 Clause 2

4.1.8 Object

In case of bankruptcy of a FENEX freight forwarder, FENEX guarantee fund shall indemnify on the conditions to be mentioned hereunder the financial loss which:

1. a principal suffers as he is held liable for the payment of freights and costs directly connected with said carriage, whilst payment of the amount due on account of the forwarding contract concluded has already been made to the FENEX freight forwarder, but the latter is no longer able to pay the amount due to the carrier due to bankruptcy;
2. a principal suffers as he has incurred additional cost in order to have goods stranded during the carriage as a result of the FENEX freight forwarder's bankruptcy delivered at the place of destination as yet, despite the fact that the amount due on account of the forwarding contract has already been paid to the FENEX freight forwarder.

4.1.9 Clause 3

4.1.10 Conditions

1. Indemnity of the financial loss referred to in clause 2, paragraph a. shall only be paid by FENEX guarantee fund if with the request for payment of indemnity the following documentary evidence and statement is submitted by the principal concerned to FENEX guarantee fund:
 1. Proof of the existence of a forwarding contract with the FENEX freight forwarder to which the current general conditions of the Netherlands Association for Forwarding and Logistics, FENEX (Dutch Forwarding Conditions) are applicable.
 2. A certified copy of the bill of lading, airway bill or the (endorsed) bill of lading, in which the principal as consignor/shipper/consignee must be indicated.
 3. Receipts of payments of the freights and costs directly connected with said carriage concerning the shipment of goods made both to the bankrupt FENEX freight forwarder and the carrier.



This Project is funded
by the European Union



4. Proof that the principle has been hold liable by the carrier for the payment of the freights and costs as referred to in clause 2, which indicates also the date that this has been occurred.
 5. Proof that the claim on account of non-performance of obligations pursuant to the forwarding contract has been submitted to the receiver of the bankrupt FENEX freight forwarder.
 6. A deed of assignment by which the principal transfers to FENEX guarantee fund the claim which he has against the bankrupt FENEX freight forwarder pursuant to the forwarding contract concluded, and in which it is stipulated that in case a payment is made by the receiver pursuant to Section 192 of the Bankruptcy Act which exceeds the indemnity payment to the principal, FENEX guarantee fund shall refund the excess amount to the principal.
2. Indemnity of the financial loss referred to in clause 2, paragraph b. shall only be paid by FENEX guarantee fund if with the request for payment of indemnity the following documentary evidence and statement are submitted by the principal concerned to FENEX guarantee fund:
1. Proof of the existence of a forwarding contract with the FENEX freight forwarder to which, if and insofar as applicable, the current general conditions of the Netherlands Association for Forwarding and Logistics, FENEX (Dutch Forwarding Conditions) are applicable.
 2. Receipts of payments of the freights and costs directly connected with said carriage concerning the shipment of goods made to the bankrupt FENEX freight forwarder.
 3. Proof that the carriage of the shipment concerned stranded as a result of the bankruptcy of the FENEX freight forwarder due to seizure, retention by carriers etc.
 4. Proof that the principle has been hold liable by the carrier for the payment of the freights and costs as referred to in clause 2, which indicates also the date that this has been occurred.
 5. Receipts of cost incurred to have the goods stranded during carriage delivered at the place of destination as yet by engaging another FENEX freight forwarder on the basis of the original forwarding contract concluded with the bankrupt FENEX freight forwarder.



This Project is funded
by the European Union



6. A deed of assignment by which the principal transfers to FENEX guarantee fund the claim which he has against the bankrupt FENEX freight forwarder pursuant to the forwarding contract concluded and in which it is stipulated that in case a payment is made by the receiver pursuant to Section 192 of the Bankruptcy Act which exceeds the amount indemnified to the principal, FENEX guarantee fund shall refund the excess amount to the principal.

4.1.11 Clause 4

4.1.12 Exclusions

1. Indemnity of the financial loss pursuant to clause 2, paragraphs a. and b. shall not be paid by FENEX guarantee fund if the principal knew or should have understood that the FENEX freight forwarder was in a financially difficult situation. The principal shall be considered to have had such notion in any case if the FENEX freight forwarder has given a quotation which differs considerably on essential points from the customary conditions on the freight market at the time of the quotation or if a quotation of an exceptionally long period had been given without providing any possibility to adjust this pursuant to market fluctuations or measures of a general nature.
2. Interest commencing on the date of the FENEX freight forwarder's bankruptcy on amounts due shall never be indemnified by FENEX guarantee fund.

4.1.13 Clause 5

4.1.14 Maximum Indemnity

With due observance of the conditions set forth in these rules, FENEX guarantee fund shall pay for each FENEX freight forwarder who has been declared bankrupt an amount not exceeding € 115.000,-- per principal as an indemnity payment with the proviso that FENEX guarantee fund shall pay annually an amount not exceeding € 455.000,-- for all bankruptcies of FENEX freight forwarders which may occur in one and the same calendar year. If the total amount of the indemnities to be paid pursuant to these rules exceeds the maximum annual amount of € 455.000,-- the payment to the principals concerned shall be paid pro rata.



This Project is funded
by the European Union



4.1.15 Clause 6

4.1.16 Payment Procedure

Requests for payment of an indemnity pursuant to clause 2 shall be taken into consideration by FENEX guarantee fund exclusively upon a written application, by registered letter, addressed to FENEX guarantee fund by the principal concerned, which must include all documentary evidence as referred to in clause 3, paragraphs 1 and 2.

Requests for payment of an indemnity pursuant to clause 2 shall be submitted to FENEX guarantee fund within two months after the date on which the principle has been hold liable by the carrier for the payment of the freights and costs as referred to in clause 2, however never later then four months after the date on which the FENEX freight forwarder has been declared bankrupt.

4.1.17 Clause 7

4.1.18 Date of Payment

Payment pursuant to these rules by FENEX guarantee fund shall be effected after expiration of each calendar year, with due observance of the provisions in clause 5 of these rules pertaining to the maximum indemnity.

4.1.19 Clause 8

4.1.20 Recourse

As regards requests for payment by FENEX guarantee fund the FENEX guarantee fund broad of managing directors shall be first and last instance.

4.1.21 Clause 9

4.1.22 Period in Force

These rules came into force on 1 January 1990, lastly modified on 1 January 2004.

4.1.23 Clause 10

In case the English translation differs from the Dutch text, the latter shall prevail.



This Project is funded
by the European Union



ANNEX 4b DUTCH WAREHOUSING CONDITIONS



This Project is funded
by the European Union



DUTCH WAREHOUSING CONDITIONS

*deposited by the FENEX,
Netherlands Association for Forwarding and Logistics,
at the Registry of the District Court at Rotterdam
on 15 November 1995*

GENERAL PROVISIONS

Section 1 Application of these standard conditions

- 1.1 These conditions shall apply to all legal relations between warehousing companies and their principals, even after the termination of the agreement, as far as the provisions of Chapter I hereof are concerned, and to the legal relation between warehousing companies and holders of receipts, as far as the provisions of Chapter II hereof are concerned, if the receipt states that these conditions - referred to by the name "Dutch Warehousing Conditions" - are applicable.
- 1.2 To the agreement between the principal and the warehousing companies shall explicitly not apply any standard conditions to which the principal might refer in any manner or the principal might declare as applicable.
- 1.3 The principal nor the receipt holder may appeal to regulations or provisions if they are contrary to these conditions.
- 1.4 With regard to the activities and services as those of forwarding agents, shipping-agents/shipbrokers, stevedores, carriers, insurance brokers, control companies, etc. performed by the warehousing company, the conditions customary in the relevant branch of trade, or the conditions whose application has been agreed, shall also apply.

Section 2 Definitions

In these conditions it is understood by:

- warehousing company:** the party who - apart from the possibility of wider terms of reference - accepts orders for warehousing or custody or delivery of goods (Chapter I) or the party who has goods in custody against which a receipt issued by him is in circulation (Chapter II);
- principal:** the party who instructs the warehousing company to store or deliver goods, or the person for whom the warehousing company stores goods for which no receipt is in circulation;
- receipt:** a numbered and legally signed or stamped document entitled "receipt" or a synonym, stating that the holder has the right to receive the goods mentioned therein;

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

1-20



This Project is funded
by the European Union



receipt holder: the person who identifies himself to the warehousing company as holder of a receipt by producing the receipt or in any other manner acceptable to the warehousing company;

last receipt holder known to the warehousing company: the person to whom a receipt has been issued and subsequently the receipt holder whose written request to the warehousing company to be considered as such bears the most recent date, provided however that the warehousing company shall have the right but not be obliged to regard someone else as such if they have reason to assume he is the last receipt holder.

Section 3 Applicable law

All agreements between the warehousing company and the principal shall be subject to the laws of the Netherlands and if not otherwise specified in these conditions, the Civil Law provisions concerning the custody of goods, shall apply generally and according to circumstances.

Section 4 Disputes

- 4.1 All disputes arising between the warehousing company and the principal or the receipt holder shall be decided in the last instance by three arbitrators, with the exclusion of the ordinary court of law. There shall be a dispute whenever either party declares that such is the case.
Without prejudice to the provisions of the preceding paragraph, the warehousing company shall be free to submit claims of amounts due and payable, the indebtedness of which has not been challenged in writing by the opposite party within four weeks of the invoice date, to an ordinary court of law.
- 4.2 One of the arbitrators shall be designated by the Chairman of FENEX; the second shall be designated by the President of the Bar Council of the judicial district where the said warehousing company has its registered office; the third shall be appointed in mutual consultation by the arbitrators so designated. The Chairman of FENEX shall only designate an arbitrator if one of the parties to the dispute is a FENEX member. If the said Chairman should not designate an arbitrator, the designation of arbitrators shall be made in accordance with the provisions of subsection 4.6.
- 4.3 The Chairman of FENEX shall designate an expert on warehousing; the President of the Bar Council shall be requested to appoint a lawyer; as third arbitrator shall preferably be elected an expert in the branch of trade or industry in which the opposite party of the warehousing company operates.
- 4.4 The party desiring a decision of the dispute shall inform the FENEX Secretariat thereof by registered letter, briefly describing the dispute and his claim, simultaneously sending an amount for service charges established by FENEX in compensation of the administrative involvement of FENEX in case of arbitration.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

2-20



- 4.5 On receipt of the said registered letter the FENEX Secretariat shall as soon as possible send copies to the opposite party, to the Chairman of FENEX, to the President of the Bar Council, requesting the latter two to designate an arbitrator each and to inform the FENEX Secretariat of the name and residence of the nominee.

On receipt of such information the FENEX Secretariat shall as soon as possible inform the two nominees of their appointment, sending them a copy of the application for arbitration and a copy of these standard conditions and requesting them to appoint the third arbitrator and to inform the FENEX Secretariat who has been appointed as such.

On receipt thereof the FENEX Secretariat shall as soon as possible inform the third arbitrator of his appointment, sending him a copy of the application for arbitration and a copy of these standard conditions. The FENEX Secretariat shall subsequently inform both parties who have been appointed arbitrators.

- 4.6 If within 30 days of filing the application for arbitration all three arbitrators have not been designated, all arbitrators shall be appointed by the President of the District Court within whose jurisdiction the warehousing company has its registered office, on the complainant's application by means of a simple petition.
- 4.7 Chairman of the arbitrators shall be the arbitrator appointed by the President of the Bar Council. If the appointment is made by the President of the District Court, the arbitrators shall decide among themselves which of them will act as Chairman.

Arbitrators shall deliver their award as good men in fairness and under obligation to comply with the applicable imperative legal provisions, including the provisions of international transport treaties. They shall determine how the arbitration is to be treated, provided always that the parties shall at any rate be given an opportunity to expound their views in writing and explain them orally.

- 4.8 The arbitrators' assignment shall continue until their final decision. They shall file their award with the Registrar of the Court within whose jurisdiction the place of arbitration is situated, whilst sending copies thereof to each of the parties and to the FENEX Secretariat.

Arbitrators may beforehand require a deposit from the claimant or from both parties to cover the cost of arbitration; during the proceedings they may demand an additional deposit. In their award the arbitrators shall decide which of the two parties or for what portion either party is to bear the cost of arbitration. Such costs shall include the arbitrators' fees and outlays, the amount paid to FENEX on application for service costs, as well as the costs incurred by the parties, if the arbitrators think such costs reasonably necessary. The fees due to the arbitrators shall be recovered from the deposit as far as possible.

Section 5 Filed conditions

- 5.1 These conditions have been filed with the Registrar of the District Court of Rotterdam. They shall be sent on request.
- 5.2 In case of difference between the Dutch text and the text in any other language of these Dutch Warehousing Conditions, the Dutch text shall be decisive.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

3-20



This Project is funded
by the European Union



CHAPTER I

PROVISIONS RELATING TO PRESENTING, WAREHOUSING, CUSTODY AND DELIVERY

Section 6 Written records

- 6.1 All agreements, tenders, instructions regarding warehousing, custody, handling and delivery of goods, shall be recorded in writing.
- 6.2 Oral or telephone communications or arrangements shall only be binding on the warehousing company if immediately confirmed in writing, unless otherwise agreed.

Section 7 Description of goods and supply of information

- 7.1 Tender of goods and instructions on warehousing, custody and handling shall be effected or supplied giving an exact and full written description of the goods, such as inter alia their value, the number of packages, the gross weight and furthermore all particulars of such nature that the agreement would not have been made or not on the same terms and conditions if the warehousing company had been acquainted with the true state of affairs.
- 7.2 If goods are subject to customs and excise provisions or to tax regulations or other government rules, the principal shall promptly supply all information and documents required in this connection, in order to enable the warehousing company to comply with such provisions or regulations.

Section 8 Rates/payments/taxes

- 8.1 Current rates and payments for work and all oral or written agreements between the warehousing company and the principal regarding rates and payments for work shall be based on the cost of labour prevailing at the time the instructions were given or the agreement was made.
In case of an increase in the cost of labour, the current or the agreed rates and payments shall be adjusted accordingly with immediate effect. The warehousing company shall also have the right to adjust the rates in case the authorities introduce or increase charges imposed on the services rendered by the warehousing company.
- 8.2 Current and agreed rates for warehousing shall be based on the customary method of stacking the relevant goods, unless expressly agreed otherwise. If at the principal's request or in view of the condition of the goods the customary method of stacking is departed from, an increase in the rates shall be applied proportional to the additional floor space occupied compared to normal stacking.

Section 9 Duties, costs and taxes

- 9.1 All freight, reimbursements, taxes, duties, contributions, levies, fines and/or other charges or costs by whatever name, falling on or relating to the goods and payable on arrival or charged forward, shall be for account of the principal and shall be paid or reimbursed by the principal whether or not in advance, on the warehousing company's first demand, irrespective of whether such goods are not yet on the premises or have meanwhile been removed.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

4-20



This Project is funded
by the European Union



- 9.2 If the warehousing company thinks it necessary to conduct lawsuits or to take other legal steps with regard to taxes, duties, contributions, levies, fines and or other charges or costs by whatever name imposed by the authorities, or if the principal requests the warehousing company to conduct such lawsuits or take such legal steps and the warehousing company complies with such request, the resulting work and costs including the cost of legal and/or fiscal and/or other advice or assistance deemed necessary by the warehousing company, shall be for the principal's account and risk.

Before conducting lawsuits or taking legal measures in terms of this section, the warehousing company shall try to consult on the matter with, or to obtain instructions from the principal or the party directly concerned.

- 9.3 If the warehousing company acts or has acted as fiscal agent, all taxes, duties, contributions and other levies as well as fines, interest, costs, by whatever name, or indemnifications due and payable by the warehousing company, shall be for account of the principal, without prejudice to the provisions of subsection 1 of this section. The principal shall pay such amounts on the warehousing company's first demand.

Section 10 The principal's liability

- 10.1 The principal shall be liable towards the warehousing company and/or third parties for any loss or damage resulting from incorrect and/or misleading and/or incomplete descriptions or indications or information, as well as for loss or damage resulting from defects of the goods and/or the packing not reported beforehand, even if such loss or damage was caused through no fault of his. If no weight is stated or stated incorrectly, the principal shall be liable for any resulting loss or damage.
- 10.2 The principal shall be liable for any damage resulting from not, not timely or not properly meeting any of his obligations under these conditions, or under a separate agreement between the warehousing company and the principal, if no provisions are already included herein.
- 10.3 Notwithstanding the above provisions the principal shall indemnify the warehousing company against claims from third parties or compensate the warehousing company for damages paid or due by third parties or paid or due to third parties, including the employees of both the warehousing company and the principal, relating to the nature or condition of the goods stored.

Section 11 Refusing an order

The warehousing company shall have the right to refuse an order for warehousing and/or custody without giving reasons therefor. If the warehousing company has accepted the order, the agreement may only be broken by mutual consent of the two parties.

Section 12 Inspection of goods

- 12.1 The warehousing company shall not be obliged to weigh or measure the goods stored without instructions thereto.

© FENEX, 1995
All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

5-20



This Project is funded
by the European Union



- 12.2 It is in the warehousing company's discretion to weigh and measure the goods in order to verify the specifications received. If in such case the warehousing company ascertains that weights or measures differ from the specification, the cost of weighing and/or measuring shall be for the principal's account. However, the warehousing company shall only be responsible for ascertaining weights and/or measures, if the goods have been weighed and/or measured by the warehousing company on the principal's instructions and without prejudice to the provisions of section 19 on the warehousing company's liability.
- 12.3 Packages may only be opened for inspecting their contents at the principal's request, but the warehousing company shall at all times have the right, but not be obliged, thereto if they suspect that the contents have been described incorrectly.
- 12.4 If on inspection it appears that the contents differ from the specification, the cost of inspection shall be for the principal's account. However, the warehousing company shall never be responsible for the description and/or designation of goods taken into custody.

Section 13 Presenting/delivery and receipt

- 13.1 Presenting to and receipt by the warehousing company shall be made by the principal's presenting the goods and their acceptance by the warehousing company at the place of warehousing.
- 13.2 Delivery to and receipt by the principal shall be made by the warehousing company's delivery of the goods and their acceptance by the principal at the place of warehousing.

Section 14 Condition of the goods on arrival

- 14.1 Unless otherwise stated, goods shall be delivered to the warehousing company in good condition and if packed, properly packed.
- 14.2 If the goods sent to the warehousing company arrive in apparent damaged or defective condition, the warehousing company shall have the right, but not be obliged, to protect the principal's interests against the carrier or others for the principal's account and risk, and to provide evidence of such condition, however, without the principal being able to derive any right against the warehousing company from the manner in which the warehousing company have performed such work. The warehousing company shall notify the principal instantly, without the latter having any right of claim against the warehousing company because of failure to notify.
- 14.3 Goods received for warehousing, which a conscientious warehousing company, had it known they might be dangerous after receipt, would not have accepted for warehousing in view of this, may at any moment be removed or destroyed or rendered harmless in another manner by them.
- 14.4 With regard to the warehousing of goods of which the warehousing company knew their danger, the same shall apply, but only when such goods present an immediately imminent danger.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

6-20



This Project is funded
by the European Union



- 14.5 The warehousing company shall not owe any indemnification in such matter and the principal shall be liable for all costs and damages to the warehousing company resulting from the presentation for warehousing, from the warehousing itself or from the measures taken, unless such costs and damages or the need for taking such measures are exclusively due to faults on the part of the warehousing company.
- 14.6 As a result of the measures taken the agreement on the goods stated therein shall cease, but if such goods are delivered as yet, only after their delivery.

Section 15 Commencement of execution of order for warehousing

Unless agreed otherwise or prevented by special circumstances, the warehousing company shall as soon as possible after accepting the order and on receipt of the required documents, particulars and handling instructions, commence the execution of accepted orders for warehousing or delivery of goods.

Section 16 Late or irregular delivery or removal

If the principal has advised the warehousing company that goods are to be presented for warehousing in a particular quantity and/or at a specified time, or that goods to be removed are to be collected in a particular quantity and/or at a specified time, and if in such case the principal fails to present or collect in time and regularly, the principal shall be obliged to pay the costs resulting for the warehousing company, because workers and equipment ordered and/or assigned by the warehousing company for executing the relevant order are not or not fully employed.

Section 17 Working hours

Presenting goods to and removal of goods from the place of warehousing shall be made during the official working hours of the warehousing company's staff. If the principal desires work to be done outside the official working hours, it is in the warehousing company's discretion to comply or not. Extra costs incurred for working outside the official working hours, shall be borne by the principal.

Section 18 Place of warehousing, transfer of goods

- 18.1 Unless otherwise agreed, it shall be in the warehousing company's discretion where the goods are to be stored.
- 18.2 The warehousing company shall at all times have the right to transfer the goods to another place of warehousing.
- 18.3 The cost of such transfer shall be for the warehousing company's account, unless such transfer is to be made:
- in the interest of the principal or the goods, or
 - due to circumstances for which the warehousing company is not responsible, or
 - due to circumstances that cannot reasonably be for the warehousing company's account and risk, or
 - due to government rules and regulations.

© FENEX, 1995
All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

7-20



This Project is funded
by the European Union



The transport related to the transfer for the warehousing company's account, shall take place on the customary transport conditions.

The transport related to the transfer for the principal's account, shall be undertaken by the warehousing company as forwarding agent and shall be made at the principal's risk.

- 18.4 If the goods are transferred to another place of warehousing, the warehousing company shall notify the principal, without the latter being able to make any claim against the warehousing company for failing to notify.

Section 19 Damage/loss of goods

- 19.1 Under the present warehousing conditions the principal renounces any right of recovery against third parties in case of damage and/or loss; he shall exclusively be able to hold the warehousing company liable, even if the warehousing company has employed the services of third parties in the course of their business, all of which with the following limitation.
- 19.2 All activities and work shall be performed for the principal's account and risk, unless provided otherwise herein.
- 19.3 The warehousing company shall not be liable for any damage, unless the principal proves that the damage was caused by faults or negligence of the warehousing company or its staff.
- 19.4 In case of damage and/or loss because of theft by means of burglary, the warehousing company shall be considered to have applied adequate care, if it has provided proper closure of the place of warehousing.
- 19.5 In the case of goods stored on open grounds or which can only be stored on open grounds or of which it is customary for the warehousing company to store them on open grounds, any liability of the warehousing company for damage that may be related to such warehousing, shall be excluded.
- 19.6 The warehousing company's liability in all cases shall be limited to 2 SDRs per kilogram damaged or lost gross weight with a maximum of 100,000 SDRs per event or series of events with the same cause of damage.
- 19.7 The damage to be compensated by the warehousing company shall never exceed the invoice value of the goods, to be proved by the principal, in the absence of which their market value, to be proved by the principal, at the time the damage was done, shall apply. The warehousing company shall only be liable for damage to the goods themselves and for damage in terms of subsection 19.9 and shall never be liable for lost profits, consequential damage and immaterial damage.
- 19.8 In case of damage to an independent part of the goods, or in case of damage to one or more parts of several goods belonging together, any depreciation of the remaining parts or the undamaged goods shall not be considered.
- 19.9 The warehousing company's liability for damage resulting from complying with (customs) formalities shall be limited to 7500 SDRs per event or series of events with one and the same cause of damage.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

8-20



This Project is funded
by the European Union



Section 20 Admittance to the premises

- 20.1 The warehousing company shall be obliged to admit the principal and the persons designated by him, for the principal's account and risk, to the place where his goods are stored, subject to the compliance with the customs and other formalities prescribed by the authorities.
- 20.2 To the persons to whom the warehousing company grants admittance the following conditions shall apply:
- a. all persons visiting the place of warehousing including the crew of vessels and vehicles arriving at the place of warehousing, shall observe the warehousing company's regulations;
 - b. admittance shall be granted only during regular working hours and under escort;
 - c. the cost of escorting visitors shall be paid to the warehousing company by the principal;
 - d. the principal shall be liable for any damage caused directly or indirectly by the visitors.
- 20.3 The principal shall indemnify the warehousing company against third party claims, including both the warehousing company's and the principal's employees, relating to damage resulting from the preceding subsections.

Section 21 Performance of activities

- 21.1 The performance of the work required by the principal, such as sampling, handling, servicing, repacking, restacking, lotting, weighing, etc., as well as delivery, shall be entrusted to the warehousing company having the goods in custody, at the appropriate fees and on the appropriate conditions.
- 21.2 Any work the warehousing company does not wish to undertake may, with the warehousing company's consent, be executed by or on behalf of the principal, subject to the conditions made by the warehousing company, under the supervision of the warehousing company and against payment of the costs involved, however without any liability of the warehousing company.

Section 22 Special method of handling goods

- 22.1 The warehousing company shall not be obliged to take any measures in respect of the goods received into custody or their packing, than such measures as are considered normal for the custody of the goods concerned.
- 22.2 The warehousing company shall only be obliged to take special measures if they have been agreed.
- 22.3 However, the warehousing company shall have the right to take immediate action at the principal's cost and risk, including the clearance or removal or destruction or rendering harmless in any other manner, if it is feared that failure to take such action may cause loss and/or damage to the goods themselves or to other goods, or to the warehousing or to equipment, or injury to persons, or when measures are required or indicated for some other reason, such in the warehousing company's discretion.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

9-20



This Project is funded
by the European Union



The warehousing company shall immediately inform the principal of the measures taken, without the latter having any right of claim against the warehousing company because of failure to meet such obligation.

- 22.4 Without prejudice to the provisions of the preceding subsection, the principal shall indemnify the warehousing company against any third party claims for damage caused by the principal's goods to goods pertaining to third parties.

Section 23 Insurance of goods

- 23.1 Unless expressly agreed with the principal in writing the warehousing company shall not be obliged to effect any insurance for goods.

If it has been agreed between the warehousing company and the principal that the warehousing company is to effect insurance of the goods for the principal's account, the warehousing company shall have the right in their discretion to effect the agreed insurance in the principal's name, or to include such insurance in a warehouse policy.

The value to be insured shall be the amount stated by the principal. The warehousing company shall in all cases of insurance exclusively be regarded as intermediary without any liability, nor for the terms and conditions agreed with the insurer(s) or for their reliability or their solvency.

- 23.2 In all cases where the goods have been insured through the intermediary of the warehousing company, the warehousing company shall have the right to collect the amounts claimed for and on behalf of the parties interested in the goods and to recover therefrom all their claims, for whatever reason, on the principal.

The balance shall be paid to the principal.

- 23.3 If in case of damage to or loss of goods by fire or by any other cause, the assistance of the warehousing company for assessing the damage or loss is desirable or necessary, such assistance shall be rendered by the warehousing company against payment of the costs involved and of a fee for their efforts. The warehousing company may make such assistance contingent on the cash payment of, or the provision of security for all amounts owing to the warehousing company by the principal for whatever reason and the costs and fee referred to in this subsection.

- 23.4 In case of partial delivery of the goods by the warehousing company, the principal shall inform the warehousing company for what amount he wishes to have the remaining goods insured.

In the absence of such information the warehousing company shall have the right to reduce the insured amount in their own discretion in the same proportion as the decrease in the number, weight, measure or contents of the goods.

Section 24 Charging warehouse rent in case of destruction of goods

In case the goods stored with the warehousing company are destroyed by fire or otherwise, the day of destruction shall count as the date of delivery and the warehouse rent plus - if the goods were insured through the warehousing company - insurance premium and costs calculated in full monthly periods, shall be due and payable up to and including such date.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

10-20



This Project is funded
by the European Union



Section 25 Removal of goods

- 25.1 The principal may, upon payment of all amounts due to the warehousing company (in the widest sense) and subject to the provisions hereof, at any time remove the goods placed in custody.
- 25.2 The warehouse rent - and if the goods were insured through the warehousing company, the insurance premiums and costs - shall always be charged in full months, part of a month counting as a full month.
- 25.3 If a fixed period of warehousing has been agreed, the warehousing company cannot require the principal to remove the goods prior to the expiration of the agreed period of time.
- 25.4 If no period of warehousing has been agreed or if the agreed period of warehousing has expired, the warehousing company may require the removal at one month's notice, however not within three months of the commencement of warehousing.
- 25.5 In case of force majeure the agreement shall remain in force; however, the warehousing company's obligations shall be suspended for the duration of the force majeure. All extra costs caused by force majeure shall be for the principal's account. Force majeure shall be all circumstances the warehousing company has reasonably been unable to avoid and whose consequences the warehousing company has reasonably been unable to prevent.

Section 26 Premature removal of goods for urgent reasons

- 26.1 However, the warehousing company shall at all times have the right to require the removal of the goods received for warehousing prior to the expiration of the warehouse period without observing any period of notice, if there is an urgent reason therefor.
- 26.2 Urgent reason shall be understood to be a circumstance of such nature that according to rules of reasonableness and fairness the principal cannot expect the warehousing to be maintained.
- 26.3 Such reason shall be deemed to exist inter alia if the principal fails to comply with one or more other provisions hereof, or if it appears that owing to the presence of the goods the hazard of loss and/or damage to other goods or the warehouse place or to equipment, or injury to persons is to be feared, and furthermore if the goods are perishable or liable to inherent changes which in the warehousing company's opinion justify the assumption of deterioration and the principal has neglected to give instructions for preventing or controlling it.
- 26.4 The principal shall remain under obligation to pay the warehouse rent up to the day of removal of the goods.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

11-20



This Project is funded
by the European Union



Section 27 Payment

- 27.1 All amounts owing to the warehousing company by the principal for whatever reason, such as: warehouse rent, insurance premiums and costs, rent, disbursements, fees for warehousing and delivery, outlays and charges for work done or to be done, cost of cleaning work and such like during or after a fire or otherwise, extraordinary expenses, extra wages, taxes, duties, levies, fines, interest etc., shall be immediately due and payable.
If the warehousing company applies a term of payment, the said amounts shall be immediately due and payable on expiry of the term of payment.
- 27.2 Without prejudice to the provisions of the preceding subsection the principal shall always pay the warehouse rent due promptly within the term agreed between the parties, but at least once in 12 months.
- 27.3 If the principal does not immediately pay the amounts due to the warehousing company, the warehousing company shall have the right to charge the legal interest.
- 27.4 Payments on account shall be regarded to have been made in the first place in reduction of ordinary debts, regardless of whether other instructions were given on payment.
- 27.5 If in case of overdue payment the debt is collected by judicial or other action, the amount of the debt shall be increased by 10% administrative costs, while the judicial and extrajudicial costs shall be for the principal's account, up to the amount paid or due by the warehousing company.

Section 28 Lien and right of retention

- 28.1 The warehousing company shall have a lien and a right of retention towards anyone requesting delivery thereof, on all goods, documents and monies the warehousing company holds or will hold for whatever reason and for whatever purpose, for all claims it has or may have in future on the principal and/or owner.
- 28.2 The warehousing company may also exercise the rights awarded to it in subsection 28.1 for all amounts the principal still owes the warehousing company in connection with earlier orders.
- 28.3 The warehousing company shall regard anyone who, on behalf of the principal entrusts goods to him for performing work, as the principal's agent for creating a lien and a right of retention on such goods.
- 28.4 In case of non-payment of the claim, the sale of the security shall take place in the manner prescribed by law, or - if there is consensus thereon - privately.

Section 29 Public sale

- 29.1 Without prejudice to the provisions of section 28 hereof, the warehousing company shall have the right to sell the goods entrusted to the warehousing company, or to have them sold, without observing any formality, in the place and in the manner and on the conditions the warehousing company may see fit, publicly or in any other manner the law may permit, at the expense of the principal and to recover from the proceeds all amounts the principal owes the warehousing company, in case the principal fails to remove the goods entrusted to the warehousing company on

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

12-20



This Project is funded
by the European Union



expiry of the agreement or at the agreed or specified time or at any other point of time in case of one of the urgent reasons mentioned in section 26 hereof.

- 29.2 If it is probable that in case of sale the cost will be higher than the benefits or if no buyer is found despite a reasonable attempt thereto, the warehousing company shall have the right to remove the goods, to have them removed or to destroy them. The principal shall then remain liable for the amounts due, increased by the cost of removal or destruction.
- 29.3 In case of sale the warehousing company shall hold the balance of the proceeds after deducting all costs and all the principal's debts, at the principal's disposal for five years, after which period the balance, if not claimed, shall accrue to the warehousing company.

Section 30 Prescription and extinction

- 30.1 Every claim shall become prescribed by the simple lapse of 12 months.
- 30.2 All claims against the warehousing company shall become extinct by the simple lapse of 2 years.
- 30.3 In case of total loss, damage or reduction, the periods mentioned in subsections 30.1 and 30.2 shall commence on the first of the following days:
- the day the warehousing company delivered or should have delivered the goods;
 - the day the warehousing company informed the principal of such event.
- 30.4 In case the warehousing company is held liable by third parties, including any government, the period mentioned in subsection 30.1 shall commence on the first of the following days:
- the day the warehousing is held liable by the third party, or
 - the day the warehousing company paid the claim against it.
- 30.5 Notwithstanding the provisions of subsections 30.3 and 30.4, the periods mentioned in subsections 30.1 and 30.2 for all other claims shall commence on the day they become due and payable.

Section 31 Complaints

- 31.1 If the goods are made available by the warehousing company without the principal or someone else for him having established their condition in the presence of the warehousing company or without having informed the warehousing company of reserves, in case of visible loss or damage not later than the moment the goods were made available, or in case of invisible loss or damage within five working days of the availability, indicating the general nature of the loss or damage, he shall be considered to have received the goods in good condition, unless the contrary is proved. In case of invisible loss or damage, the said reserves shall be made in writing.
- 31.2 The day the goods are made available shall not be counted in the determination of the above periods.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

13-20





This Project is funded
by the European Union



Section 32 Transfer or transition of goods

- 32.1 Transfer or transition of ownership of stored goods, or the transfer or transition of the right to delivery thereof by a principal to a third party, shall be ineffectual against the warehousing company and without legal effect for the warehousing company, nor shall the warehousing company recognize such transfer or transition, unless all claims the warehousing company may have on the original and/or transferring principal for whatever reason, have been fully paid.
- 32.2 The principal shall be obliged to inform the warehousing company instantly in writing of any transfer or transition of ownership of goods, or transfer or transition of the right to delivery of goods.
- 32.3 Notwithstanding the provisions above the transfer or transition shall have no legal effect for the warehousing company, nor shall the warehousing company recognize them, unless the new owner(s) has(have) explicitly accepted in writing all provisions of the agreement between the warehousing company and the original and/or transferring principal as well as the present conditions.
- 32.4 The warehousing company shall not be required to recognize the transfer or transition of ownership or the right to delivery of the goods and shall even have the right to revoke a recognition made, and they may refuse to deliver the goods, if in the warehousing company's opinion there are flaws in the legal title regarding any transfer or transition of ownership of goods, or any transfer or transition of the right to delivery of goods, and if the new owner(s) claim(s) not to have accepted the present conditions or not to be committed thereto.
- 32.5 The original and/or transferring principal shall remain liable to the warehousing company for all the warehousing company's claims for or in connection with the warehousing and/or work performed in connection with such goods, even though they were performed after the transfer or transition of ownership, or after transfer or transition of the right to delivery.

After transfer or transition of ownership, or the right to delivery of the goods, the new owner shall be regarded as the principal and shall, in addition to his legal predecessor, be severally liable for all the above claims, even though they may have arisen prior to the transfer or transition.

Section 33 Issue of receipts

- 33.1 The warehousing company may issue to the principal at his request a receipt, describing the goods given into custody to the warehousing company by the principal.
- 33.2 The warehousing company shall have the right to refuse to issue a receipt, if the principal has not paid all claims the warehousing company may have on him for whatever reason.
- The warehousing company may furthermore refuse to issue a receipt if they believe there are reasons therefor.
- 33.3 On the issue of a bearer receipt all the warehousing company's obligations towards the principal shall cease and shall be replaced by the warehousing company's obligations towards the receipt holder, which is regulated in more detail in Chapter II hereof. The principal shall, even after the issue of the receipt, remain liable towards the warehousing company for the effects of any discrepancy between the goods for which the receipt was issued and their description in the receipt.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

14-20



This Project is funded
by the European Union



CHAPTER II

PROVISIONS REGARDING THE RECEIPT

Section 34 Applicable provisions

The legal relations between warehousing companies and receipt holders shall also be subject to the provisions of Chapter I, unless the provisions of Chapter II require that a provision of Chapter I may not be applied.

Section 35 Right to delivery of goods

- 35.1 The receipt awards a right to delivery by the warehousing company of the goods they have received for warehousing and against which the receipt has been issued. For any discrepancy between the stored goods and their description in the receipt, the warehousing company shall be liable towards the receipt holder who was unaware of the existence of the discrepancy when acquiring the receipt, unless it concerns goods whose identification requires expert knowledge and/or a thorough examination or analysis.
- 35.2 If the receipt contains the clause:
"Contents, quality, number, weight or measure unknown"
or a similar clause, the warehousing company shall not be bound by any statement in the receipt regarding the contents, the quality and the number, the weight or the measure of the goods.
- 35.3 The right to delivery shall not exist as long as the warehousing company can lay any claim on the goods under the present conditions and until all customs and other formalities prescribed by the authorities and required for the delivery, have been fulfilled.

Section 36 Expiry of the receipt

- 36.1 The receipt shall be valid for three years, as from the date of issue, unless a shorter period of validity is stated in the receipt.
- 36.2 Until its expiry the receipt may be replaced at the receipt holder's request by a new receipt, against payment of the costs involved. The warehousing company shall have the right to refuse to replace the receipt and to require the removal of the goods on the expiry date.
- 36.3 If on its expiry date the receipt has not been presented for replacement, or if after refusal to replace the receipt the goods have not been removed from the warehousing company on the expiry date, the holder of the expired receipt shall be considered to agree to the warehouse rent - and if the goods have been insured through the warehousing company, the insurance premium and costs - as shall be determined by the warehousing company as from such date.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

15-20



This Project is funded
by the European Union



- 36.4 If on its expiry date the receipt has not been presented for replacement, or if after refusal to replace the receipt the goods have not been removed from the warehousing company on the expiry date against payment of the amount the warehousing company is entitled to under section 36 hereof, the warehousing company shall have the right to dispose of the goods to which the expired receipt refers, subject to the relevant provisions hereof.
- 36.5 For a period of five years after the expiry date of the receipt the warehousing company shall be obliged to deliver the goods to which the expired receipt refers - or if the warehousing company has exercised its right to dispose of the goods, the net proceeds of the goods, without payment of interest - to the holder of the expired receipt, after deducting all amounts due to the warehousing company. On expiry of these five years the rights of the holder of the expired receipt shall cease and the warehousing company shall no longer be required to deliver the goods - or to account for their proceeds - neither to the holder of the expired receipt, nor to others.

Section 37 Delivery of goods after payment

- 37.1 The warehousing company shall, prior to effecting full or partial delivery of the goods to which the receipt gives title, have the right to demand payment of:
- a. warehouse rent for so many months as appears from the receipt to have elapsed, and have not been noted therein as having been paid prior to delivery, at the monthly rent stated in the receipt, parts of months to be counted as full months;
 - b. insurance premiums and costs for so many months as appears from the receipt to have elapsed, and have not been noted therein as having been paid prior to delivery, at the monthly insurance premium stated in the receipt, parts of months to be counted as full months;
 - c. the charges for delivering the goods at the current rate therefor;
 - d. disbursements made by the warehousing company on behalf of the receipt holder requesting delivery, in connection with customs and/or other formalities prescribed by the authorities in respect of the goods described in the receipt;
 - e. all costs incurred by the warehousing company after the date of issue mentioned in the receipt:
 - e.1 for preserving the goods mentioned in the receipt;
 - e.2 for eliminating any dangers caused by the goods mentioned in the receipt to the place of warehouse and to other goods stored therein;
 - e.3 for measures taken in respect of the goods mentioned in the receipt as a result of circumstances for which the warehousing company cannot be held responsible.
 - f. all other amounts due to the warehousing company apparent from the receipt.
- 37.2 Notwithstanding the provisions of the preceding subsection the receipt holder shall be obliged to pay the warehouse rent due - and if the goods have been insured through the warehousing company, the insurance premium and costs - at the end of each 12 months of warehousing or so much earlier as has been agreed and stated in the receipt plus the costs incurred by the warehousing company referred to in paragraphs d. and e. above, as soon as the warehousing company has informed him of such costs.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

16-20



This Project is funded
by the European Union



- 37.3 If the receipt holder fails to meet his obligation to pay the rent after each 12 monthly period or so much earlier as has been agreed and stated in the receipt - and if the goods have been insured through the warehousing company, the insurance premium and costs - the amounts due to the warehousing company for this reason shall be increased, as from the day the 12 months warehousing elapsed, by a penalty of 1% of the amount due for each month in excess of the 12 month period.

Section 38 Indemnification

Contrary to the provisions of subsection 19.7 the indemnification to be paid by the warehousing company for loss of goods shall, in the absence of the invoice value of the goods, be limited to the market value of the goods on the day of issue of the receipt, to be proved by the principal.

Section 39 Access to and information about goods

Access to and information about goods for which receipts have been issued shall only be given on production of the relevant receipt.

Section 40 Activities in connection with the goods

- 40.1 The activities required by the receipt holder in relation to the goods described in the receipt, such as sampling, handling, servicing, repacking, restacking, lotting, weighing, etc., as well as delivery, shall be entrusted to the warehousing company having the goods in custody, against the appropriate fees and on the appropriate conditions.
- 40.2 The activities required by the receipt holder shall only be carried out after surrender of the receipt.
- 40.3 Activities the warehousing company does not wish to undertake may, with the warehousing company's consent and after surrender of the receipt, be performed by or on behalf of the receipt holder, subject to conditions made by the warehousing company, under the supervision of the warehousing company and against payment of the costs involved, however without any responsibility of the warehousing company.
- 40.4 Partial deliveries, sampling and handling of the goods causing a modification, decrease or change in the number of the goods shall be noted on the receipt in the proper place. If there is no space left on the receipt for further noting deliveries, modifications, decreases, etc., the receipt shall be replaced at the receipt holder's expense.
- 40.5 Payments due to the warehousing company for work performed in connection with the goods described in the receipt or for supervising such work, shall be paid immediately. The warehousing company shall have the right to refuse to return the receipt until such payments have been made.

Section 41 Notification of special method of handling

If the warehousing company decides to take a measure in terms of section 22, the warehousing company shall immediately notify the receipt holder last known to it, without the receipt holder having any right of claim against the warehousing company for omitting such notification.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

17-20



This Project is funded
by the European Union



Section 42 The warehousing company's obligation to insure

- 42.1 If the receipt shows that the goods therein are insured, the warehousing company shall thereby have undertaken the obligation to effect insurance for the receipt holder's account in accordance with the provisions of section 23.
- 42.2 The insured value shall be the value stated in the receipt.
- 42.3 If the receipt states that the insured value is the current market value, it shall be the warehousing company's responsibility to keep the goods adequately insured.

Section 43 Changes in effect and termination of insurance

- 43.1 Any changes in the insured value and termination of insurance shall only be possible when the receipt is surrendered for being endorsed accordingly.
- 43.2 Only the insurance as stated in the receipt shall be effective.
- 43.3 The insurance shall otherwise cease on delivery of the goods.
- 43.4 On delivery of part of the goods the insured value of the goods to be delivered must be stated separately and endorsed on the receipt, if the receipt does not show the insured value per unit and if a proportionate decrease cannot be inferred from the receipt.

Section 44 Amounts of claims

The amounts of claims collected by the warehousing company shall be paid out by the warehousing company against surrender of the receipt, after deducting all amounts due to the warehousing company by the receipt holder.

Section 45 Notification of destruction of goods

In case of destruction of the goods described in the receipt by fire or otherwise, the warehousing company shall immediately notify the receipt holder last known to them, without the receipt holder having any right of claim against the warehousing company for omitting such notification.

Section 46 Mutilation of the receipt

- 46.1 Any erasures and mutilations shall render the receipt void; deletions shall not be valid unless initialled by the warehousing company.
- 46.2 The holder of a mutilated receipt may request the issue of a duplicate, against surrender of the original receipt and on payment of the costs involved. For determining the nature and quantity of the goods to be shown in the duplicate receipt, the warehousing company's relevant records shall exclusively be regarded as standard.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

18-20



Section 47 Loss and destruction of receipts

- 47.1 If a receipt has been lost or destroyed, the rightful holder may apply to the warehousing company for nullification of such receipt and request delivery of the goods or the issue of a duplicate receipt; such application must, if possible, state the cause for the loss of the receipt and contain the grounds on which the applicant bases his title.
- 47.2 If investigations made by the warehousing company afford no reasons to doubt the truth of the grounds of the application, the warehousing company shall publish the application made by inserting two announcements, at intervals of at least 14 days each time, in at least two daily newspapers designated by the warehousing company, inviting those who believe they have a title to the goods described in the missing receipt, to oppose their delivery or the issue of the duplicate receipt by service of a writ.
- 47.3 If within 14 days of the last announcement no one has opposed the delivery or issue by service of a writ, the warehousing company may nullify the receipt and effect delivery of goods or issue a duplicate receipt to the applicant. For determining the nature and quantity of the goods to be delivered or to be described in the duplicate receipt, the warehousing company's relevant records shall exclusively be regarded as standard. The nullification may immediately thereafter be published in the said newspapers. As a result of such nullification the original receipt shall lose its validity and all the warehousing company's obligations under the original receipt shall cease.
- 47.4 In case of opposition by a third party the application shall not be complied with, until it has appeared from a Court Order or other final and conclusive ruling or award that the applicant is the person entitled to the goods.
- 47.5 The person obtaining delivery of the goods described in a duplicate receipt, shall indemnify the warehousing company against all claims resulting from such delivery. The warehousing company may require security for this purpose.
- 47.6 Any costs in the widest sense, incurred by the warehousing company as a result of the application, shall be borne by the applicant. The warehousing company shall have the right to require an advance of money to be made before considering the application.

Section 48 Expiration of the validity of the receipt

- 48.1 If on expiry of the validity of the receipt the warehousing company no longer wishes to keep the goods in warehousing, they shall summon the last known receipt holder to remove the goods.
- 48.2 If the receipt holder fails to comply with the summons within 14 days, or if he is no longer in possession of the expired receipt, and does not indicate the holder of the expired receipt within 14 days, nor does the holder of the expired receipt present himself within such period, the warehousing company shall have the right to sell the goods covered by the expired receipt.
- 48.3 Prior to taking such action, the warehousing company shall publish its intention to sell goods for which an expired receipt is in circulation by inserting two announcements at intervals of at least 14 days in at least two daily newspapers each time, at least one of which appearing in the place where the warehousing company has its registered office, requesting the holder of the expired receipt to meet his obligations as yet, or notifying any persons having acquired the expired receipt.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

19-20



This Project is funded
by the European Union



- 48.4 If 14 days after the last announcement the receipt holder has not presented himself, or if he has presented himself but no agreement has been reached on the removal of the goods, the warehousing company shall be at liberty to sell the goods immediately.

The sale shall take place in accordance with the provisions of section 29.

Section 49 Commencement of period of extinction

The period of prescription and extinction as referred to in section 30 shall, in case of total loss, commence at the end of the day on which the warehousing company informs the last known receipt holder of such loss or if he is no longer in possession of the receipt and no subsequent receipt holder has presented himself to the warehousing company, a week after the announcement of such loss in two daily newspapers, at least one of which appearing in the place where the warehousing company have their registered office.

Section 50 Application of the provisions of this chapter

- 50.1 The provisions of this Chapter II shall exclusively apply to the legal relationship between the warehousing company and the receipt holder as such.
- 50.2 The moment the receipt holder for whatever reason surrenders the receipt to the warehousing company the provisions of the present Chapter II shall cease to apply. As from such moment the provisions of Chapter I, regulating the legal relationship between the warehousing company and the principal, shall apply provided always that the warehousing company may enforce all their rights under the receipt.

FENEX, Netherlands Association for Forwarding and Logistics
Seattleweg 7, Building 3, Portnumber 2801, 3195 ND Pernis-Rt
P.O. Box 54200, 3008 JE Rotterdam

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

20-20



This Project is funded
by the European Union



ANNEX 4C DUTCH TERMS AND CONDITIONS VALUE ADDED LOGISTICS



This Project is funded
by the European Union



TERMS AND CONDITIONS FOR VALUE ADDED LOGISTICS

*deposited by the FENEX,
Netherlands Association for Forwarding and Logistics,
at the Registry of the District Court at Rotterdam
on 15 November 1995*

Clause 1

Definitions

In the terms and conditions it is understood by:

1. **logistic activities:** all activities like unloading, acceptance, storage, delivery, stock control, order handling, order picking, preparing for shipment, loading, invoicing, assembling, labelling, exchange and control of information with regard to goods, in the event that they have been agreed between the principal and the service provider.
2. **logistic centre:** the agreed space(s) where the logistic activities take place.
3. **service provider:** the party performing the said activities by order of the principal.
4. **principal:** the party ordering the service provider.
5. **agreement:** the agreement made between the principal and the service provider.
6. **terms and conditions:** the Terms and Conditions for Value Added Logistics applying to the agreement.
7. **force majeure:** all circumstances a conscientious service provider has reasonably been unable to avoid and whose consequences the service provider has reasonably been unable to prevent.
8. **working days:** all calendar days, except Saturdays, Sundays as well as public and national holidays.

Clause 2

Scope

1. The logistic activities shall commence with the unloading of the goods from the carrier in the logistic centre. The logistic activities shall cease after the goods have been loaded into the means of transport at the logistic centre, unless agreed otherwise in writing.
2. Even after termination of the agreement, the present terms and conditions shall apply to the legal relation between the principal and the service provider.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

1-10



This Project is funded
by the European Union



Clause 3

Prices and rates

1. Changes in price resulting from movements in price and costs, customary or related to the nature of the activities, may be passed on, after consultation with the principal. The service provider shall propose changes in price established in reasonableness and fairness. Changes in price established in reasonableness and fairness by the service provider cannot produce grounds for dissolution of the agreement by the principal.
2. The agreed rates shall be considered to include all costs generally borne by the service provider in the ordinary performance of the agreement.
3. Unless agreed to the contrary, the rates shall at any rate not include: taxes and levies, cost of drawing up bank guarantees and insurance premiums.
4. For unforeseen activities, including inter alia special performance, uncommon, extremely time-consuming or energy-requiring activities, an extra payment - established in fairness - may always be charged.

Clause 4

Duties of the service provider

The service provider shall be obliged:

1. to take delivery of the agreed goods, provided that the packing is sound, the proper documents are present and the goods are made available in the agreed place, time and manner;
2. to see to the loading and unloading, the acceptance and delivery of the goods;
3. to have the logistic activities performed in expressly agreed or suitable spaces.
If no specific spaces have been agreed, the service provider shall be free in the choice of the place of warehousing and shall have the right to move the goods.
If specific spaces have been agreed, the service provider shall have the right to move the goods, in consultation with the principal, if the proper conduct of their business so requires.
4. to notify the principal that the goods are being moved to a different place of warehousing.
The principal cannot lay any claim against the service provider on the basis of the absence of a notification.
5. to have the transfer take place for their account, unless the transfer must be made:
 - in the interest of the principal or the order, or
 - as a result of circumstances for which the service provider is not responsible, or
 - as a result of circumstances that are reasonably not for the service provider's account and risk, or
 - as a result of government rules.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

2-10



This Project is funded
by the European Union



The transport related to the transfer for account of the service provider, shall take place on the customary transport conditions, provided that the limits of liability of clause 8 hereof shall apply, unless the relevant transport conditions would render a higher limit of liability.

The transport related to the transfer for the principal's account, is to be considered pre- and/or on-carriage in terms of the agreement and shall be made for the principal's risk.

6. to take all the necessary measures - even not directly resulting from the logistic activities - at the principal's expense and prior to proceeding thereto, to consult with the principal, if possible;
7. to insure, at the principal's written request on entering into the agreement, their liability under the terms and conditions;
8. to insure the goods, at the principal's written request and for the principal's account, stating the desired cover. A copy of the policy or of an insurance certificate shall be handed to the principal.
9. to admit the principal and the persons designated by him at the principal's risk, to the spaces where the goods are, provided always that
 - it takes place in the presence of the service provider or someone in his name and behalf;
 - it was announced beforehand;
 - it is done in accordance with the service provider's house rules.
 The resultant cost shall be for the principal's account.
10. to undertake auxiliary work in relation to the goods, in consultation with the principal, against a consideration to be agreed, if such work may reasonably be required from the service provider;
11. to guarantee the soundness and suitability of his equipment;
12. to make the goods available in the agreed condition;
13. to observe secrecy towards third parties in respect of the facts and data known to them on the basis of the agreement and which he understands to be confidential.

Clause 5

Consequences of the service provider's non-performance

If the service provider do not meet his obligations described in the paragraphs 1, 2, 3, 8 and 9 of clause 4, the principal may - without prejudice to his right to compensation of the loss suffered in accordance with clause 8 hereof - dissolve the agreement, after he has given the service provider a period of four weeks by registered letter and on the lapse thereof the service provider has not yet met his obligations.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

3-10



This Project is funded
by the European Union



Clause 6

The principal's obligations

The principal shall be obliged:

1. to supply the service provider in good time with all such particulars on the nature and quality of the goods as well as their treatment and packing, and furthermore to give all such information and furnish such data as he knows or should know could be important to the service provider.
The principal shall be responsible for the accuracy of the data supplied.
2. if goods and/or activities are subject to government regulations, including inter alia customs and excise regulations or to tax regulations, the principal shall in good time provide all information and documents required therefor, in order to enable the service provider to comply with such rules or regulations.
Supplying the service provider with information required for performing formalities in relation to the above government regulations, shall imply an order thereto. The service provider shall have the right, but not be obliged to perform such formalities.
3. to make the agreed goods available to the service provider in sound packing in the agreed place, time and manner, together with the agreed documents and/or documentation and other documents required by or under the government rules and regulations.
The service provider shall have the right to refuse goods which do not meet the above provisions, or goods that are in apparent damaged condition.
4. to indemnify the service provider against third party claims for damage caused by the principal's acts or negligence, his instructions or the data supplied, his employees as well as all third parties engaged by him, by persons who under the order or with the principal's consent or on his behalf are present in the logistic centre, or by the principal's goods or goods of third parties engaged by the principal.
To indemnify the service provider against third party claims for damage caused by the nature of the goods and their packing.
5. to guarantee the goods and material made available to the service provider;
6. to pay, in addition to the agreed price, any other costs resulting from the agreement and/or the terms and conditions;
7. to pay the cost of clearance of the goods and to compensate the damage caused by the goods;
8. on the termination of the agreement, to take delivery of goods still held by the service provider and/or have them removed not later than the last working day of such agreement, after paying all he owes or will owe. For the amounts he will owe after termination of the agreement, the principal needs only issue a guarantee that is adequate in the service provider's opinion.
9. to take delivery of the goods and/or to have them removed immediately, if in the service provider's opinion the goods are so dangerous, or cause such aggravation that they cannot be required to keep them in storage any longer, subject to the provisions of paragraph 8 though. Contrary to the provisions of paragraph 2 of clause 4, the delivery and loading shall take place by or on behalf of the principal and for his account and risk.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

4-10



This Project is funded
by the European Union



10. to observe secrecy towards third parties in respect of the facts and data known to him on the basis of the agreement and which he understands are confidential.

Clause 7

Consequences of the principal's non-performance

1. If the principal does not meet his obligations as described in the paragraphs 1, 2, 3, 4, 6 and 7 of clause 6, the service provider may - without prejudice to their right to compensation of the loss suffered - dissolve the agreement, after he has given the principal a period of four weeks by registered letter and on the lapse thereof the principal has not yet met his obligations. If, by giving such period, the service provider's interests in the undisturbed conduct of his business would be impaired disproportionately, the service provider may dissolve the agreement without observing a time limit.
2. If the principal does not meet his obligations described in paragraph 9 of clause 6, the service provider may dissolve the agreement with immediate effect.
3. If the principal does not meet his obligations described in paragraphs 8 and 9 of clause 6, the service provider shall have the right:
 - a. to transfer the goods to other spaces for the principal's account and risk;
 - b. to sell the goods privately or by auction for the principal's account after the lapse of one week after they informed the principal by registered letter of the intended sale, without the necessity of complying with any formality;
 - c. to abandon or destroy the goods if it is likely that in case of sale of the goods the costs will be higher than the benefits or if no buyer can be found despite the service provider's reasonable effort thereto, while the cost of abandonment or destruction shall be for the principal's account.

Clause 8

The service provider's liability

1. For the purpose of these terms and conditions the principal waives his recourse against third parties in case of damage, he shall only be able to hold the service provider liable; also in case the service provider has made use of third party services in the conduct of their business, subject to the following limitation.
2. Except for force majeure and other provisions hereof, the service provider shall be liable for damage caused during the logistic activities. The service provider shall not be liable for damage resulting from the principal's failure to meet any of his obligations under the agreement and/or these terms and conditions.
3. The service provider's liability shall be limited to 4 SDRs per kilogram gross weight missing or damaged goods with a maximum amount to be agreed by the parties when entering into the agreement. If such amount has not been agreed, a maximum amount of 100,000 SDRs per event or series of events with one and the same cause of damage shall apply.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

5-10



This Project is funded
by the European Union



Subject to the provisions of the last sentence of paragraph 4 of clause 8 hereof, the service provider's liability for all other damage than to the goods themselves, shall be limited to 10,000 SDRs per event or series of events with one and the same cause of damage.

4. The damage to be compensated by the service provider shall never amount to more than the invoice value of the goods to be proved by the principal, in the absence of which the market value to be proved by the principal shall apply at the moment the damage was done. The service provider shall not be liable for lost profits, consequential damage and immaterial damage.
5. The service provider shall not be liable for damage to the goods, if such damage is caused by the special risks of open-air warehousing performed on the principal's instruction.
6. The service provider shall not be liable for any damage resulting from the performance of formalities described in paragraph 2 of clause 6, unless the principal proves that the damage was caused by the service provider's fault or negligence. In such case the service provider's liability shall be limited to 7500 SDRs per event or series of events with one and the same cause of damage.

Clause 9

The principal's liability

1. The principal shall be liable for all damage however caused by himself, his goods, his staff or by third parties engaged by him and their staff.
2. The principal shall be liable for all damage caused by not, or not punctually, or not properly meeting any of his obligations hereunder or under the separate agreement.

Clause 10

Time bar

1. All claims under the agreement shall be barred by the simple lapse of twelve months.
2. All claims shall become extinct by the simple lapse of two years.
3. The periods mentioned in paragraphs 1 and 2 shall commence, in case of total loss, damage or reduction, on the first of the following days:
 - the day the goods were made available by the service provider or should have been made available;
 - the day the service provider informed the principal of such event.
4. In case the service provider is held liable by third parties including any government, the periods of paragraphs 1 and 2 shall commence on the first of the following days:
 - the day the service provider is held liable by the third party;
 - the day the service provider paid the claim against them.
5. Without prejudice to the provisions of paragraphs 3 and 4, the periods of paragraphs 1 and 2 for all other claims shall commence on the day they become due and payable.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

6-10



This Project is funded
by the European Union



Clause 11

Complaints

1. If the goods are made available by the service provider without the principal or someone else for him having established their condition in the presence of the service provider or without having informed the service provider of reserves, in case of visible loss or damage not later than the moment of availability, or in case of invisible loss or damage within five working days of the availability, indicating the general nature of the loss or damage, he shall be considered to have received the goods in good condition, unless there is proof to the contrary.
In case of invisible loss or damage, the above reserves shall be made in writing.
2. The day of availability shall not be counted in the determination of the above periods.

Clause 12

Terms of payment

1. All amounts owing to the service provider by the principal for whatever reason, shall be paid with due regard to the agreed time or, in the absence of an agreed time, within two weeks of the invoice date.
2. If the principal does not pay any amount due within the agreed time or, in the absence of an agreed time, within two weeks of the invoice date, he shall be obliged to pay the legal interest thereon from the day such payment should have been made until the day of payment.
3. If in case of overdue payment judicial or other means of collection is used, the amount of the claim shall be increased by 10% administrative costs, while the judicial and extrajudicial costs shall be for the principal's account.
4. The principal shall at all times refund the service provider amounts collected or additionally claimed or after-tax levied by any government in connection with the agreement and/or the terms and conditions, as well as the related fines imposed.
5. The principal shall at the service provider's first demand provide collateral security for all amount the principal owes or will owe the service provider.
6. Recourse to compensation of claims for payment of charges under the agreement and/or the terms and conditions, of amounts owing for other reasons related to the logistic activities, or of other costs falling on the goods, with claims for other reasons shall not be permitted.
7. At any rate, all amounts mentioned in paragraph 1 of this clause shall be immediately due and payable and notwithstanding paragraph 6 of clause 12, subject to compensation if:
 - a. a bankruptcy petition is filed against the principal, the principal applies for a moratorium or otherwise loses the free disposal of his capital;
 - b. the principal:

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

7-10



This Project is funded
by the European Union



1. offers his creditors a composition;
2. fails to meet any financial obligation towards the service provider;
3. discontinues carrying on his business or - in case of a corporation or partnership - if it is dissolved.

Clause 13

Securities

1. The service provider shall have a lien and a right of retention towards anyone requesting delivery thereof, on all goods, documents and monies the service provider hold or will hold for whatever reason and with whatever destination, for all claims they have or might have in future on the principal and/or the owner.
2. The service provider may also exercise the rights awarded to them in paragraph 1, for all amounts still owing to them by the principal in connection with earlier orders.
3. The service provider shall regard everyone who entrusts goods to them on behalf of the principal for performing activities, as the principal's agent for creating a lien and a right of retention on goods.
4. In case of non-payment of the claim, the sale of the security shall take place in the manner prescribed by law or - if there is consensus thereon - privately.

Clause 14

Final provisions

1. All agreements to which these terms and conditions apply, shall be subject to the Laws of the Netherlands.
2. The place of payment and settlement of claims shall be the service provider's place of business.
3. In case of divergences with translated terms and conditions, the Dutch version hereof shall prevail.

Clause 15

Disputes

1. All disputes arising from the terms and conditions shall be decided in the highest instance by three arbitrators, with the exclusion the ordinary court of law. There shall be a dispute when either party so declares.
Without prejudice to the above provisions the parties shall be free to submit claims of amounts due and payable, the indebtedness of which has not been challenged in writing by the opposite party within four weeks of the invoice date, to an ordinary court of law.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

8-10





This Project is funded
by the European Union



2. One of the arbitrators shall be designated by the President of FENEX; the second by the President of the Bar Council of the judicial district where the said service provider's registered office is; the third shall be appointed by the two arbitrators so designated, in mutual consultation. The President of FENEX shall only designate an arbitrator if one of the parties to the dispute is a FENEX member. If the said President does not designate an arbitrator, the designation of arbitrators shall take place in accordance with paragraph 6 of this clause. Exclusively persons of Dutch nationality may be appointed arbitrators.
3. The FENEX President shall designate an expert on logistic activities; the President of the Bar Council shall be requested to appoint a lawyer; as third arbitrator shall preferably be elected an expert in the branch of trade or industry the opposite party of the service provider operates in.
4. The party wishing a decision of the dispute, shall inform the FENEX secretariat thereof by registered letter, briefly describing the dispute and his claim, simultaneously sending an amount for service charge fixed by the FENEX board, due in compensation of the administrative involvement of FENEX in an arbitration.
5. On receipt of the above registered letter the FENEX secretariat shall send a copy as soon as possible to the opposite party, to the President of FENEX, to the President of the Bar Council, requesting the latter two to designate an arbitrator each and to inform the FENEX secretariat of the name and address of the person designated.

On receipt of such information the FENEX secretariat shall inform the two persons designated of their appointment as soon as possible, sending them a copy of the application for arbitration and a copy of the terms and conditions and requesting them to designate a third arbitrator and to inform the FENEX secretariat who has been designated as such.

On receipt of the information the FENEX secretariat shall inform the third arbitrator as soon as possible of his appointment, sending him a copy of the application for arbitration and a copy of the terms and conditions. Then the FENEX secretariat shall inform both parties who have been appointed arbitrators.

6. If within 30 days of the application for arbitration the designation of all three arbitrators has not been made, all arbitrators shall - at the complainant's request by simple petition - be designated by the President of the District Court within whose jurisdiction the service provider's registered office is.
7. Chairman shall be the person designated by the President of the Bar Council. If designation is made by the President of the District Court, the arbitrators shall decide among themselves which of them will act as Chairman.

The Arbitrators shall make their award as good men in fairness and under obligation to observe the compulsory legal provisions, including the provisions of international transport treaties. They shall decide how the arbitration will be treated, provided always that the parties shall at any rate be given an opportunity to expound their views in writing and explain them orally.

8. The arbitrators' assignment shall continue until their final decision. They shall file their award with the Registrar of the District Court within whose jurisdiction the place of arbitration lies, sending copies to each of the parties and to the FENEX secretariat.

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

9-10



This Project is funded
by the European Union



Arbitrators may require the complainant or both parties to make a deposit for cost of arbitration; during the proceedings they may demand additional deposits. In their award the arbitrators shall decide which of the two parties or for what portion each of the parties shall bear the cost of arbitration. Such cost shall include the Arbitrators' fees and expenses, the amount paid to FENEX on application for service charge, as well as the expenses incurred by the parties, if the arbitrators deem them reasonably necessary. The amounts due to the arbitrators shall be recovered as far as possible from the deposit.


FENEX, Netherlands Association for Forwarding and Logistics
Seattleweg 7, Building 3, Portnumber 2801, 3195 ND Pernis-Rt
P.O. Box 54200, 3008 JE Rotterdam

© FENEX, 1995

All rights reserved. These conditions, or parts thereof, may not be reproduced, copied or published in any form or by any means without the written permission of FENEX, The Netherlands.

10-10





Published May 2007

This publication has been produced with the assistance of the European Union.
The contents of this publication is the sole responsibility of NEA and its partners and can in no
way be taken to reflect the views of the European Union.