

# GENERAL TERMS AND CONDITIONS

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**U N I B A R G E**

PART OF UNIBARGE GROUP

## TABLE OF CONTENTS

|   |    |
|---|----|
| Article 1 – Definitions   | 3  |
| Article 2 – Scope   | 4  |
| Article 3 – Applicable law  | 4  |
| Article 4 – Description and taking delivery of the goods                              | 4  |
| Article 5 – Loading   | 6  |
| Article 6 – Delay in loading  | 7  |
| Article 7 – Choice of barges and routes, right of transshipment and partial unloading | 8  |
| Article 8 – Release of the obligation to take delivery and the obligation to carry    | 9  |
| Article 9 – Loading time and unloading time and demurrage                             | 11 |
| Article 10 – Impediments to delivery, storage and forced sale                         | 11 |
| Article 11 – Unloading location, unloading  | 12 |
| Article 12 – Liability incumbent on the carrier                                       | 13 |
| Article 13 – Liability incumbent on the shipper                                       | 14 |
| Article 14 – Insurance  | 14 |
| Article 15 – Transport documents  | 14 |
| Article 16 – Customs and excise duty documents  | 14 |
| Article 17 – Mutual cooperation as regards loss or damage                             | 15 |
| Article 18 – General average  | 15 |
| Article 19 – Freight, dead freight  | 16 |
| Article 20 – Right of retention and right of pledge                                   | 17 |
| Article 21 – Set-off prohibition / transfer prohibition                               | 17 |
| Article 22 – Payment  | 18 |
| Article 23 – Conversion   | 18 |
| Article 24 – Competent court  | 19 |
| Article 25 – Languages  | 19 |



## Article 1 – Definitions

1. Contract of carriage: a contract, regardless of its name, where a carrier agrees to transport goods by inland waterways against payment of freight;
2. Carrier: a party for or on behalf of whom a contract of carriage is entered into with a shipper, in this case UniBarge B.V.;
3. Subcarrier: a party in whom the carrier entrusts to carry out, in whole or in part, the contract of carriage. A subcontractor also includes the person who actually transports the goods—in whole or in part—namely the boatmaster;
4. Shipper: a party for or on behalf of whom a contract of carriage is entered into with a carrier;
5. Addressee: a person who is entitled to take delivery of the goods, the consignee;
6. Transport document: a document evidencing a contract of carriage and the taking over or shipment of the goods by a carrier and drafted in the form of a bill of lading or a consignment note or another such document which use is standard business practice;
7. Parties that have an interest in the cargo: the shipper and the consignee;
8. In writing: unless the parties concerned agree otherwise, in writing also means the transmission of information through electronic, optic or similar communication devices, including but not limited to telegrams, faxes, telex messages, electronic mail or electronic data interchange (EDI), on condition that the information continues to be available for subsequent reference.
9. Goods: all that which is tendered for carriage with the exception of towed or pushed vessels.

## Article 2 – Scope

These general terms and conditions form part of all the carriage contracts awarded to UniBarge B.V., including in particular the transfer of liquid cargo by inland waterways by UniBarge B.V., hereinafter also referred to as: UniBarge.

## Article 3 – Applicable law

To the extent that these terms and conditions do not include specific provisions, the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (hereinafter: the CMNI Convention) applies; this Convention also applies to the carriage of goods in the Netherlands. In addition to these terms and conditions and the CMNI Convention, the laws of the Netherlands apply. Master agreements and/or individual contracts take precedence.

## Article 4 – Description and taking delivery of the goods

1. The shipper is obliged to provide the carrier, on time, with the required information and the accompanying documents in connection with the goods themselves and the nature of the goods, including all the government issued national and international regulations enhancing safety and the protection of the environment and to provide the carrier with all the information as regards the cargo and its handling of which the shipper knows or ought to know that such information is important to the carrier.
2. The shipper provides an accurate and detailed description of the goods to be carried, including specifically the UN number and the ADN classification code. In keeping with article 7.09 of the Convention on the collection, deposit and reception of waste generated during navigation on the Rhine and other waterways (hereinafter: the CDNI Convention), the shipper ensures that the 4-digit-community code according to Appendix III to the CDNI Convention is included in the contract of carriage and transport documents. The shipper must send a safety datasheet of the product immediately on request of UniBarge.
3. The shipper guarantees that the description of the goods is accurate and that the provided documents are accurate and complete. The shipper is liable for any direct or indirect loss, damage and injury, as well as any expenses incurred that may ensue from any incorrect and/or incomplete statements and documents. If the description of the goods is not accurate or the required documents are missing, the carrier may unload these goods, bring them to land, carry them back or even destroy them as matter of urgency at the expense of the shipper without the carrier becoming liable for compensation as a result of these actions.

4. The carrier has the right, but is not under the obligation, to verify whether the provided documents and/or information is accurate.
5. If the carrier has any doubts whether the vessel is suitable as regards the goods to be transported, the carrier has the right to request additional information.
6. If it turns out on loading that the cargo is different from the cargo description referred to in the chartering confirmation, UniBarge has the right to refuse the load. In that event, the shipper must arrange for an accurate and complete description of the cargo to be sent in writing to UniBarge. Consultations are subsequently held between the parties and UniBarge will let know whether it is able to provide transport. For the period that the loading is delayed on account of inaccurate and/or incomplete statements, the shipper must compensate UniBarge for the demurrage. On request of the captain, the shipper must make available a safety information sheet as regards the product.

## Article 5 - Loading

1. The carrier determines the maximum volume to be loaded, taking into consideration the water level, the layout of the relevant vessel and the provisions under public law, among other factors.
2. The carrier determines the volume of the cargo to be loaded by choosing one or a combination of the following measurement methods: using a volumeter, measuring the difference within the on land liquid storage tank, measuring the inside dimensions of the vessel or by calibrating the vessel.
3. The shipper has the obligation to ensure that the vessel can safely moor, anchor, load and depart from the location the shipper has selected.
4. The carrier has the obligation to make the vessel available at the loading berth and ready to be loaded. If the vessel sustains or causes damage during the loading process, the charterer and/or consignee are obliged to compensate that damage or that which the carrier must pay to third parties in connection with this damage, unless the shipper shows that the damage was not caused by unsafe conditions at the loading berth or by an action or omission of the tanker terminal's employees.
5. The shipper has the obligation to load the goods on board of the vessel. The carrier has the right to give instructions with regard to the safety of the trade or the prevention of damage. The shipper has the obligation to follow these instructions.
6. The shipper must meet the obligations ensuing from the ADN and the CDNI Convention.
7. In line with article 7.03(2) of the CDNI Convention, the shipper has the obligation to ensure that the vessel remains free from transshipment residue. However, if there is transshipment residue, the shipper ensures its removal following the unloading. Fumes and gasses left behind in the vessel after the unloading are considered to constitute transshipment residue.
8. The shipper is liable for any damage to the vessel caused by the loading unless that damage was caused by the fault on the part of the carrier.
9. The shipper must compensate the carrier for any loss or damage which incurs as a consequence of the agreed cargo not being available, for whatever reason, to the carrier at the agreed location or on time.
10. The shipper ensures that the 4-digit-goods code according to Appendix III to the SDNI Convention is included in the contract of carriage and transport documents prior to the departure of the vessel.

## Article 6 – Delay in loading

1. To the day and time on which the loading starts, the shipper has the right to dissolve the contract of carriage. If the contract of carriage is dissolved in this manner, the carrier has the right to be paid the freight in full.
2. If after a period during which the shipper must load the goods into the vessel and, for whatever reason, no goods have been loaded into the vessel, the carrier has the right to declare the contract of carriage as dissolved without requiring a notice of default. This right to dissolve the contract of carriage also applies if the shipper offers a cargo that is different from the cargo description and UniBarge chooses not to start with the voyage according to article 4.6.
3. If after a period referred to in section 2 the agreed goods have only been partially loaded into the vessel, for whatever reason, the carrier has the right to dissolve the contract of carriage without requiring a notice of default or to start with the voyage, regardless. If the carrier chooses to start with the voyage, the shipper has the obligation to pay the freight in full.
4. The contract of carriage may be dissolved under the circumstances as described in sections 1, 2 and 3 by an oral or written notification to that effect or by a message, the receipt of which can be demonstrated. The contract ends on the day and time on which the contract dissolution notification is received but the contract does not end before the unloading of the goods. In all the dissolution of contract events referred to above, the carrier continues to have the right to be paid the freight in full, even if there has not been any loading of the goods.
5. If the shipper pays the carrier the freight in full before the period referred to in section 2 has expired, the carrier is obliged to start the voyage, on request of the shipper, with a part of the agreed goods. The carrier has the right to accept other goods as replacement of the missing goods without being under the obligation to settle the freight received for transporting these replacement goods with the freight to be paid by the shipper.

## Article 7 – Choice of barges and routes, right of transshipment and partial unloading

1. The transport is carried out with vessels the carrier has selected for that purpose. The carrier may also engage the services of other carriers to carry out the transport.
2. The carrier is not under the obligation to transport the goods in a particular sequence, by a particular route or with a particular vessel. The goods must be transported within a time frame that may be expected from a professional carrier, taking into account the circumstances of the voyage and assuming an uninterrupted voyage.
3. The carrier has the right to transship all or part of the goods into other vessels, to load or unload them in lighters and/or to store them into shore storage tanks, to the extent that such action appears to be required, under the given circumstances, in the interest of the vessel or the cargo. The parties that have an interest in the cargo are jointly and severally liable with respect to the carrier for any additional expenses arising from that transshipment to the extent these relevant steps did not have to be taken because of a fault on the part of the carrier.
4. The transshipment into lighters, the storage or unloading into vessels or shore storage tanks as well as storage are carried out on behalf of and at the risk and expense of the parties arranging carriage.
5. In the situations as described in sections 3 and 4, it is incumbent upon the parties that have an interest in the cargo to maintain a continuous insurance coverage.



## Article 8 - Release of the obligation to take delivery and the obligation to carry

1. The obligation to take delivery and the obligation to carry ends automatically on any waterway, regardless of whether the goods have been taken possession of or have been loaded or whether the voyage has or has not begun, when one of the following events or circumstances occurs in general terms or only in respect of the vessel in which the goods have been loaded:
  - **a)** Force majeure, war, civil war, mobilization, military operations, uprisings, terrorist attacks, sabotage, strikes, lockouts, blockades, domestic unrest;
  - **b)** Government measures and interventions, import, export and transit restrictions and prohibitions, seizures and collections, unless the carrier has caused these circumstances by its own actions;
  - **c)** Shipping blockades irrespective of whichever nature, shipping accidents, breakdowns or interruption of operations in locks or sluices, canals, harbours or other shipping facilities, traffic disruptions, traffic obstructions and obstruction at seaports, or blocking of shipping, unless the carrier has caused these circumstances by its own actions;
  - **d)** Natural disasters, high water, flooding, ice formation and hazardous ice conditions.
2. For the duration of one of these circumstances plus for a period of fourteen days afterwards, the carrier has the right to charge compensation for all the operational losses plus the costs related to additional efforts made on account of the delay in voyage as well as, at its discretion:
  - **a)** To either carry out the transport and to charge a freight surcharge for the entire agreed transport route and to charge to the goods the additional costs incurred compared to the normal performance of the contract, where the shipper and the consignee are jointly and severally liable for these additional costs; or
  - **b)** To dissolve the contract without a default notice being required and to charge a dead freight in accordance with article 19(5) and to unload or arrange for the unloading of the goods that have been loaded at a location the carrier considers suitable on behalf of and at the risk and expense of the shipper and the consignee and to store them or to transport them on through other means. All the additional costs, transport costs and expenses arisen as a result of the unloading in an intermediate port, the storage or additional transport are at the expense of the parties interested in the cargo.

3. The carrier may also exercise the rights referred to above if it turns out that the carrier had failed to inform the shipper and/or the consignee that such an event had occurred.
4. If the performance of the contract of carriage is permanently impeded by other circumstances than those referred to in section 1 of this article and for which circumstances the carrier is not responsible under these terms and conditions, the contract of carriage becomes inoperative without one party being under the obligation to compensate the other party. The costs of unloading the goods that have been loaded are at the expense of the shipper.
5. A permanent impediment constitutes in any event:
  - **a)** When a vessel that was supposed to carry the goods is lost or is damaged to such a degree that it cannot sail without undergoing extensive repairs;
  - **b)** Such extensive repairs are considered specifically repairs requiring the complete unloading of the cargo;
  - **c)** If the goods to be shipped are lost.
6. Sender and consignee are jointly and severally liable with respect to the carrier for any additional day freights, freight surcharges, operating loss and other additional costs.

## Article 9 – Loading time and unloading time and demurrage

1. Save for any specific arrangements, the duration of the loading and unloading time is calculated on the basis of the TTB (Tankschiff-Transport Bedingungen) as they are in force at the time of the performance of the contract of carriage. Save for any deviating arrangements included in the contract or the contract confirmation, demurrage is calculated on an hourly basis under the German Lade- und Löschzeitenverordnung (BinSchLV).
2. This article does not prejudice any further claims for compensation.

## Article 10 – Impediments to delivery, storage and forced sale

1. If the goods are not taken delivery of by the consignee designated for that purpose or if payment of debts connected with the goods is refused or if there are other impediments or if the consignee is not present to take delivery, the carrier must notify the shipper of such an event and ask for instructions. If under the circumstances the carrier is unable to notify the shipper or the shipper continues to be in default in not issuing any instructions or it cannot be expected from the carrier, on reasonable grounds, to implement the instructions, the carrier is authorized to store the goods in a lighter or in an shore tank on behalf of and at the risk and expense of the parties arranging carriage.
2. If the unloading time is exceeded to an excessive degree, the shipper and the carrier consult each other about increasing the mooring fees; if they fail to reach agreement, the carrier has the right to unload the goods or to arrange for the goods to be unloaded on its own accord at the risk and expense of the parties arranging carriage, all this notwithstanding the right of the carrier to the mooring fees. This provision does not prejudice any further claims the carrier may have for compensation on account of overdue unloading times.
3. The storage of the goods in lighters and in shore tanks counts as a correct delivery. This form of delivery does not impair the carrier's right of retention or right of pledge.
4. If within a period of two months starting on the day after the goods are stored the goods have not been taken delivery of, the carrier has the right to dispose of the goods in a private or public sale or to have them auctioned without any notice, service of notice, formal decision or judicial order being required. If the goods require high maintenance or storage costs and the carrier is of the opinion that the value of the goods does not cover the related costs, the carrier has the right to immediately sell or auction the goods without being bound by the two-months' period.

## Article II - Unloading location, unloading

1. The parties that have an interest in the cargo select a suitable unloading location. The provisions included in article 5 for the selection and safety of the loading location apply mutatis mutandis to the selection and safety of the unloading location
2. The parties that have an interest in the cargo are under the obligation to communicate to the carrier their instructions on unloading and customs clearance prior to arrival at the harbour; in the absence of such instructions, the carrier has the right to take all the steps it considers necessary on behalf of and at the expense of the parties that have an interest in the cargo.
3. The vessel's readiness to unload may be communicated, at any time, at the location of unloading.
4. The parties that have an interest in the cargo are jointly and severally liable for any loss or damage caused by the unloading activities. If the loss or damage is caused by a fault or negligence on the part of the carrier, the parties arranging for carriage are not liable. The provisions included in article 5(4) and (6) apply mutatis mutandis.
5. In conformity with article 7.03(1) of the CDNI Convention, the vessel must be unloaded clean and free from any cargo residue. In conformity with article 7.04(1) of the CDNI Convention, the parties that have an interest in the cargo must ensure that after unloading the tank is returned in a stripped condition. Any cargo or transshipment residues must be taken in by the parties arranging carriage. The parties that have an interest in the cargo are responsible for taking in the cargo residue. In conformity with article 7.04(2) and (3) of the CDNI Convention, the parties that have an interest in the cargo are under the obligation to ensure that the tank is in a washed condition if the vessel has transported goods for which the cargo residue mixed with the wash water may not be dumped into the waterway pursuant to the unloading standards and prescriptions on deposit and reception in Appendix III. In conformity with article 7.05(1) of the CDNI Convention, the consignee ensures to receive the wash water or to assign a reception station. If the consignee or shipper fails to fulfil these obligations, the carrier has the right in conformity with article 7.04(4) of the CDNI Convention, following a complaint to that effect, to remove the cargo residues or to have them removed. Save for arrangements to the contrary, the unloading period ends on the date and time that the cargo residues have been removed by the parties that have an interest in the cargo or, following a complaint if they have failed to do so, by the carrier.
6. In conformity with article 7.01(1) of the CDNI Convention, the party that have an interest in the cargo truthfully completes the unloading certificate in keeping with the model included in Appendix IV to the CDNI Convention.

7. The vessel may only depart in conformity with article 6.03(4) of the CDNI Convention, after the boatmaster has confirmed in the unloading certificate that the cargo residue as well as the transshipment residue have been taken over. And also, as the case may be, after confirmation (in the unloading certificate) that the wash water has been handed over or that a reception station has been assigned for that purpose. If it is not permitted to inspect on site whether the vessel is fully cleaned and has been unloaded free from cargo residue, the boatmaster signs the unloading certificate with reservation.
8. The carrier is not under the obligation to inspect whether the vessel has been fully cleaned and has been unloaded free from cargo residues. This means that the shipper is always under the obligation to indemnify the carrier against any loss or damage arising from any contamination of the cargo for the next subsequent voyage caused by contaminating particles originating from the previous cargo's residue. The shipper is also liable with respect to the carrier for all the other loss and damage the carrier may incur as a result of the vessel not being clean and free from cargo residues, which loss or damage may include in particular loss due to delay, survey fees and cleaning expenses.

## Article 12 - Liability incumbent on the carrier

The carrier or the subcarrier is not liable for any loss or damage caused by:

- **a)** An act or omission on the part of the boatmaster, the pilot or any other person in service of the vessel, the pusher barge or tugboat during the navigation or with the coupling or decoupling of a tow boat or pusher tug convoy, on condition that the carrier has fulfilled its obligations with respect to the crew under article 3(3) of the CMNI Convention, unless the act or omission was the result of a wilful attempt to cause the loss or damage or of reckless behaviour knowing that such loss or damage would be the likely result of such act or omission;
- **b)** A fire or explosion on board of the vessel without it being demonstrated that the fire or explosion was the fault of the carrier, subcarrier or their subordinates or agents, or by a defect of the vessel;
- **c)** Defects to the vessel or to a chartered vessel that were present prior to the voyage, if the carrier or subcarrier proves that these defects could not be detected prior to the voyage, notwithstanding having exercised due diligence.

## Article 13 – Liability incumbent on the shipper

The shipper is under the obligation to compensate the carrier for any loss or damage caused by the goods or materials or other objects made available by the shipper, the loading / unloading terminal or the consignee. The shipper's obligation to compensate is excluded if the loss or damage is caused by the wrongful act of the carrier. If the loss or damage is caused by the shipper as well as by the carrier, they are both liable for their own share of the fault.

## Article 14 – Insurance

Without any written instructions to do so, the carrier is not under the obligation to insure the goods against any peril or risk.

## Article 15 – Transport documents

1. Save for any arrangements to the contrary, the shipper must prepare the transport documents.
2. Transport documents may only then be signed on behalf of UniBarge if UniBarge has given its permission to do so.
3. If contrary to the preceding section the shipper signs the transport documents on behalf of UniBarge and as a consequence thereof UniBarge may be held liable to such a degree exceeding its liability under these transport terms and conditions, the shipper is bound to indemnify UniBarge against any third-party claims.

## Article 16 – Customs and excise duty documents

1. The shipper is responsible for and takes care of the required excise duty documents.
2. The shipper is bound to indemnify UniBarge against any third-party claims if these documents are incorrect or missing.

## Article 17 - Mutual cooperation as regards loss or damage

1. The carrier and the parties that have an interest in the cargo will cooperate with each other to determine the extent and the cause of any loss or damage to the goods, damage to the tank terminal facilities as well as damage to the vessel. The carrier as well as the shipper is authorized to have a judicial or extrajudicial inspection carried out as to the condition and volume of the cargo and the extent of the damage prior to or at delivery of the cargo. The shipper suspecting damage or shortfall is authorized to have a judicial or extrajudicial investigation be conducted in the manner in which the cargo was loaded and into the cause of the damage or shortfall as may be inferred from the condition of the vessel and the cargo prior to or at the delivery of the cargo.
2. As part of the investigation referred to in section 1, the carrier and the parties that have an interest in the cargo are under the obligation to grant each other access to loading samples, the vessel and the tank terminal facilities prior to the investigation.

## Article 18 – General average

1. The IVR general average rules apply to a general average as they are current at the time when the goods are taken over for carriage and as available on [www.ivr.nl](http://www.ivr.nl).
2. The parties that have an interest in the cargo are under the obligation to pay immediately any contributions and/or advance payments, regardless of and notwithstanding the rights they may have under the contract of carriage to recover the amounts they may have to pay. They are jointly and severally liable with respect to the carrier for all the contributions connected with their goods in an average adjustment. The carrier has the right to require for these payments a reverse and a cash advance. A right to suspend performance as regards these contributions is excluded. The parties that have an interest in the cargo in particular do not have the right to refuse payment of an advance or contribution arguing that the carrier is at fault and that they have a right of action on account of the carrier or the vessel being at fault.
3. The right to recover the paid contributions in the general average for the parties that have an interest in the cargo is excluded in case of a general average event caused by a nautical fault as defined in article 25(2)(a) of the CMNI Convention, a fire or explosion or a defect of the vessel that was not detected prior to the voyage (article 25 (2)(b) and (c) of the CMNI Convention). The right to recover the paid contributions in the general average is not excluded, however, if the carrier is to blame as defined in article 21(1) of the CMNI Convention for the nautical fault or is to blame for the fire or the explosion or the defect of the vessel that went undetected prior to the voyage.

## Article 19 – Freight, dead freight

1. Save for other specific agreements, the freight covers the transport for the period between taking over and the delivery of the goods on board the inland waterway vessel. The freight is calculated on the basis of the gross weights, quantities or dimensions of the goods as stated in the contract of carriage. If, however, the weights or quantities stated in other documents are higher or if these weights or quantities are determined through weighings or spot checks, these weights and quantities determined in that manner are decisive in calculating the freight. The freight becomes due and payable after loading.
2. The agreed freight is based on open and unrestricted navigation. Any additional costs and expenses incurred as a consequence of departing from a standard navigation course of the voyage are at the expense of the parties that have an interest in the cargo unless these costs and expenses are caused by a fault on the part of the carrier.
3. The freight is based on the operation costs, exchange rates and public charges current when the contract of carriage is entered into. Each extraordinary increase of fuel costs, wages and public charges in particular during the performance of the contract of carriage confers on the carrier the right to adjust the freight to the altered circumstances or to dissolve the contract of carriage as regards the non-transported consignments.
4. The shipper is liable with respect to the carrier for the freight, dead freight, freight surcharges, costs, expenses, charges and other claims connected with the goods as well as for demurrage and loss of profits. The shipper is not released from its liability by the delivery of the goods without payment or without exercising an existing right of pledge. The consignee accepts joint and several liability upon requiring delivery of the goods or upon disposing otherwise of the goods.
5. The carrier is entitled to the freight in full if:
  - **a)** The cargo is only partially delivered; or
  - **b)** The shipper or consignee require unloading of the cargo in the loading port or intermediary port; or
  - **c)** The voyage cannot be continued for reasons that cannot be attributed to the carrier, the voyage is permanently or temporarily interrupted, or the voyage can only be partially undertaken; or
  - **d)** The goods are destroyed, lost, seized, taken, damaged, deteriorated or have otherwise become without value; or
  - **e)** The shipper delivers a different cargo than the one described in the contract of carriage and UniBarge chooses not to carry out that transport for that reason; or
  - **f)** The shipper has dissolved the contract of carriage prior to the start of the loading.



6. Na aanvang van de reis kan de afzender instructies verstrekken de goederen weer in de laadhaven of in een andere op het traject van de reis gelegen haven uit te laden. Als de afzender dergelijke instructies verstrekt, is hij verplicht tot betaling van de volle vracht en alle extra kosten die hierdoor bij de vervoerder ontstaan.
7. If the shipper offers an alternative, for instance a different voyage, UniBarge will negotiate with the shipper about such alternative.

## Article 20 – Right of retention and right of pledge

1. The carrier has a right of retention and/or a right of pledge on the goods for all the claims ensuing from the contract of carriage as well as for all uncontested claims from other contracts of carriage entered into with the shipper. The right of retention and/or the right of pledge also applies to the accompanying documents.
2. The right of retention and/or the right of pledge exists for as long as the carrier has the goods in its possession, specifically for as long as it has these goods at its disposal under the bill of lading or the warehouse receipt.
3. In exercising its right of retention and/or right of pledge, the carrier has the right to unload the goods on behalf of and at the risk and expense of the shipper and the consignee and to store these goods at an appropriate location to demand security for its claims.
4. Third parties who claim the goods on the basis of the bill of lading or the consignment note acknowledge the right of retention and/or the right of pledge vested in the carrier by receiving the bill of lading or the consignment note or by having these documents at their disposal, but only to the extent that these rights are connected to claims related to the transport as described in the bill of lading.

## Article 21 – Set-off prohibition / transfer prohibition

1. Shipper and consignee are not authorized to set-off claims disputed by the carrier on account of whatever juristic relationship and/or to exercise its right to suspend performance as regards such claims.
2. Without written permission from the carrier, the shipper and consignee are not authorized to transfer to third parties their claim against the carrier or its servants or agents unless it concerns a transfer to a transport insurer who has insured the transport concerned.

## Article 22 – Payment

1. Payment must be effected within a period of thirty days starting on the day after the invoice date.
2. If the parties that have an interest in the cargo fail to pay any amount that they must pay within the payment period stated above, they are in default without a default notice being required. Effective on the day on which the parties that have an interest in the cargo are in default, they must pay UniBarge a default interest of 1.5% per month or part of the month during which the default continues. If the parties that have an interest in the cargo are in default as referred to in this article, they must pay UniBarge the extrajudicial collection costs effective on the day on which they are in default, which collection costs are fixed at 15% of the invoice amount, notwithstanding the right of UniBarge to claim compensation in full.
3. All the payments to be made to UniBarge must be made into the bank account designated for this purpose by UniBarge or by means of another form of payment indicated by UniBarge.

## Article 23 – Conversion

To the extent that one or more of these terms and conditions are contrary to mandatory law, even if it only concerns a part of a provision, these terms and conditions remain intact in all other respects. If the object of a provision to the extent that it is contrary to mandatory law meets to a large extent the requirement of another valid provision, that other provision must be considered to be designated to that extent and the valid provision is accorded the effect of the replaced provision.

## Article 24 – Competent court

1. Any dispute, including a dispute only considered as such by one party, arising from or related to a contract which is subject, in part or in full, to these terms and conditions, or to a further contract ensuing from such contract, is adjudicated by the competent court in the Rotterdam district, except for the parties' right to apply for provisional relief.
2. The provisions of the preceding section leave intact the right of UniBarge to submit a dispute to the competent court under the standard rules of jurisdiction.

## Article 25 – Languages

These transport terms and conditions are expressed in the Dutch, German and English language. If there are any inconsistencies in these three texts, the Dutch text prevails.



U N I B A R G E

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