

**TERMS AND CONDITIONS FOR INLAND TANKER TRANSPORT
INTERSTREAM BARGING NETHERLANDS BV (VEGOIL EDITION)**

General Terms and Conditions

General terms and conditions for (tanker) transport on inland waterways by Interstream Barging Netherlands BV (Vegoil Edition)

1 Definitions

1.1 For the purposes of these Terms and Conditions and the Agreement to be concluded with the Sender, the following definitions shall apply:

- a. **INTERSTREAM BARGING NETHERLANDS BV:** the private company with limited liability Interstream Barging Netherlands BV (Business Unit Vegoil);
- b. **Shipper:** the entity who actually dispatches the cargo to INTERSTREAM BARGING NETHERLANDS BV;
- c. **Consignor:** the natural or legal person for whom INTERSTREAM BARGING NETHERLANDS BV contracts to transport cargo;
- d. **Cargo:** All goods offered for carriage as cargo, with the exception of towed or pushed vessels, persons, luggage and vehicles belonging to people;

Where goods have been put together or packed in a container or on a pallet or in a similar transport unit, 'Cargo' shall also be understood to mean this unit or packaging;
- e. **Consignee:** The entity entitled as the rightful and regular bearer of the bill of lading to take delivery of the Cargo, or the person authorised in writing by the rightful and regular bearer of the bill of lading to take delivery of the Cargo against the issuance of the bill of lading;
- f. **Contract:** The contract between INTERSTREAM BARGING NETHERLANDS BV and the Consignor for the carriage of goods on inland waterways against payment of freight;
- g. **Vessel:** A ship within the meaning of Article 8:1 paragraph 1 of the Dutch Civil Code. For the purposes of these General Terms and Conditions, the term "Vessel" shall expressly include tugboats, pushers and barges;
- h. **Person on board:** Any person on board the Ship.
- i. **Carrier:** Interstream Barging Netherlands BV as defined in article 1.1.a, or third parties appointed by Interstream Barging Netherlands BV for transport.

2 Delivery of Cargo

2.1 The Consignor is obligated to make the Cargo available to INTERSTREAM BARGING NETHERLANDS BV in a timely manner at the agreed place and at the agreed time.

2.2 The Cargo should be in such a condition and/or composition when delivered and, where applicable, packaged in such a way that it can be transported without danger to the Vessel, to Persons on board and/or to (the Cargo of) third parties.

3 Consignor's obligation to provide information

3.1 The Consignor is obligated to provide INTERSTREAM BARGING NETHERLANDS BV with the contact details of the Consignee to whom the Cargo is to be delivered.

3.2 The Consignor is obligated to provide INTERSTREAM BARGING NETHERLANDS BV with all necessary information in good time regarding (the nature and treatment of) the Cargo, including but not limited to all information provided by national and international regulations aimed at the promotion of the safety of transport and the protection of the environment.

3.3 In the case of the carriage of dangerous substances, the Consignor is obligated to provide INTERSTREAM BARGING NETHERLANDS BV with all information concerning the nature of the dangerous substance, the hazard class of the substance and the (legal and/or EC) requirements for the treatment of the substance.

3.4 The Consignor is obligated to make available for INTERSTREAM BARGING NETHERLANDS BV all documents, including but not limited to customs documents, required for the carriage of the Cargo in a timely fashion.

3.5 INTERSTREAM BARGING NETHERLANDS BV is entitled, but not obligated, to check the documentation and information provided by the Consignor for accuracy and/or completeness.

4 Loading the Vessel

4.1 INTERSTREAM BARGING NETHERLANDS BV determines the maximum quantity of Cargo to be taken on board the Vessel, taking into account, among others, the water level, the design of the Vessel and any applicable laws and regulations.

4.2 The Cargo to be taken on board is determined by a volume meter at the discretion of INTERSTREAM BARGING NETHERLANDS BV, by measuring the difference of the contents of the land tank, by measuring the inside dimensions of the Vessel or by measuring the Vessel's calibration. Records concerning the nature, size or weight of the Cargo do not bind INTERSTREAM BARGING NETHERLANDS BV.

4.3 The Consignor is obligated to examine the Vessels' tanks, lines and holds before and at the start of loading for their suitability for the agreed carriage.

4.4 If the Consignor fails to carry out the examination described in paragraph 4.3, yet has expressly or implicitly authorised INTERSTREAM BARGING NETHERLANDS BV to carry out the loading, the Consignor shall lose all claims against INTERSTREAM BARGING NETHERLANDS BV for damage caused by loss, contamination or other quality reduction to the Cargo.

5 Transport route

5.1 Unless the parties have agreed otherwise, INTERSTREAM BARGING NETHERLANDS BV has the right to transport the Cargo on behalf of the Consignor along a different (water) route than the agreed and/or usual waterway.

6 Measures concerning the Cargo

6.1 Unless the parties have agreed otherwise, INTERSTREAM BARGING NETHERLANDS BV shall have the right to (intermediate) transship the Cargo on behalf of the Consignor or to unload or release it in other vessels and/or, in so far as it is deemed necessary by INTERSTREAM BARGING NETHERLANDS BV, to be stored in land tanks. INTERSTREAM BARGING NETHERLANDS BV will take into account the nature and composition of the Cargo.

6.2 INTERSTREAM BARGING NETHERLANDS BV is entitled to take all measures necessary in the opinion of INTERSTREAM BARGING NETHERLANDS BV, including, but not limited to, the destruction of the Cargo at the Consignor's expense and risk, where failure to do so would be reason to fear loss of or damage to the Cargo itself or to other property, damage to the Vessel, or harm to persons or any violation of a right. Art. 8:914 of the Dutch Civil Code is fully applicable.

6.3 INTERSTREAM BARGING NETHERLANDS BV is not obligated to compensate the Consignor for any damage or costs resulting from the taking of the measures referred to in Paragraphs 6.1 and 6.2.

6.4 Subject to the provisions of Article 17 of these general terms and conditions with regard to general average, the consignor is obligated to compensate INTERSTREAM BARGING NETHERLANDS BV for and to pay INTERSTREAM BARGING NETHERLANDS BV all costs and damages incurred by INTERSTREAM BARGING NETHERLANDS BV as a result of the measures referred to in paragraphs 6.1 and 6.2, as mentioned above.

6.5 The consignor is obligated to indemnify INTERSTREAM BARGING NETHERLANDS BV against claims by third parties resulting from the measures referred to in paragraphs 6.1 and 6.2.

6.6 At the first request of INTERSTREAM BARGING NETHERLANDS BV, the Consignor is obligated to take the measures referred to in paragraphs 6.1 and 6.2, without INTERSTREAM BARGING NETHERLANDS BV being obligated to reimburse any costs and/or damage to the Consignor.

7 Delay/circumstances preventing delivery

7.1 In the event of an obstruction to the shipping activity due to (floating) ice, high or low water, INTERSTREAM BARGING NETHERLANDS BV is not obligated to start or continue the voyage.

7.2 If the Cargo cannot be transported by any cause ("delay") or, at the agreed place is not or at the Carrier's discretion, is not timely received or cannot be delivered ("circumstances preventing delivery"), INTERSTREAM BARGING NETHERLANDS BV shall have the right, without prior notice to the Consignor, at their own discretion, to keep the Cargo in the Vessel, transship or unload it and, at the Consignor's expense and risk (or if the Consignee refuses to take delivery of the Cargo, at the Consignee's expense and risk) to store it at a third party.

7.3 INTERSTREAM BARGING NETHERLANDS BV will inform the Consignor (or the Consignee, respectively) of the delay and/or the circumstances preventing delivery as soon as possible.

7.4 The Consignor shall remain liable to pay demurrage for each hour of delay to INTERSTREAM BARGING NETHERLANDS BV as long as INTERSTREAM BARGING NETHERLANDS BV has not removed the Cargo or has stored it. If INTERSTREAM BARGING NETHERLANDS BV suffers more damage as a result of the delay or the circumstances preventing delivery, the Consignor is obligated to reimburse INTERSTREAM BARGING NETHERLANDS BV for the damage in full.

7.5 If INTERSTREAM BARGING NETHERLANDS BV has transshipped the Cargo or has stored it or keeps it in the Vessel in connection with the delay or the circumstances preventing delivery, INTERSTREAM BARGING NETHERLANDS BV shall be entitled, after judicial authorisation, to sell the Cargo in whole or in part.

7.6 INTERSTREAM BARGING NETHERLANDS BV will inform the Consignor (or the Consignee, respectively) of the sale as soon as possible.

7.7 The costs of storage, sale as well as any contribution to the general average or any other costs caused by the Cargo shall be met from the proceeds of the sale referred to in paragraph 7.5. Insofar as these costs or contributions have not been established, INTERSTREAM BARGING NETHERLANDS BV is entitled to retain a sum determined at its discretion as a security for this purpose.

8 Delivery

8.1 Delivery of the Cargo received by INTERSTREAM BARGING NETHERLANDS BV shall be made exclusively to the legal and regular holder of the bill of lading against the return of the bill of lading to INTERSTREAM BARGING NETHERLANDS BV.

9 Inspection for loss or damage of Cargo

9.1 In the event of damage to and/or loss of the Cargo, INTERSTREAM BARGING NETHERLANDS BV, the Consignor and the Consignee will cooperate in determining the extent of the damage to (or loss of) the Cargo and its cause.

9.2 Both INTERSTREAM BARGING NETHERLANDS BV and the Consignor are authorised on delivery of the Cargo to carry out, each at their own expense, an extrajudicial or judicial inspection concerning the condition and quantity of the Cargo and the extent of the damage found.

9.3 The Consignor who on delivery suspects damage to or (partial) loss of the Cargo, shall be entitled to conduct, at their own expense, an extrajudicial or judicial inquiry into the manner in which the loading took place and the cause of the damage and/or loss appearing from the Vessel and cargo condition.

10 Liability of INTERSTREAM BARGING NETHERLANDS BV

10.1 Without prejudice to paragraphs 10.5 and 10.16 as well as, to the extent they are relevant, to the other articles of these General Terms and Conditions, INTERSTREAM BARGING NETHERLANDS BV shall be liable for the damage to or loss of the Cargo resulting after the loading and before the unloading of the Cargo.

10.2 Without prejudice to paragraphs 10.5 and 10.16 as well as, to the extent they are relevant, to the other articles of these General Terms and Conditions, INTERSTREAM BARGING NETHERLANDS BV shall be liable for damage caused by dangerous liquids offered for carriage which occurs after passing the vessel's flange when loading and before passing the flange when unloading, unless the damage is caused by an event which could not have been avoided despite the due diligence taken by INTERSTREAM BARGING NETHERLANDS BV.

10.3 Without prejudice to paragraphs 10.5 and 10.16 as well as, to the extent they are relevant, to the other articles of these General Terms and Conditions, INTERSTREAM BARGING NETHERLANDS BV shall be liable for delay of delivery if a delivery date has been agreed in writing with the Consignor, but only for damage to or loss of the Cargo caused by the delay.

10.4 INTERSTREAM BARGING NETHERLANDS BV may, in connection with delays of delivery, invoke any waiver or attenuation of liability granted to it by any legal provision or by any provision of these General Terms and Conditions in respect of damage or loss of the Cargo.

10.5 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo if it was caused in whole or in part by a circumstance which INTERSTREAM BARGING NETHERLANDS BV as a prudent or careful carrier was unable to avoid and the consequences of which INTERSTREAM BARGING NETHERLANDS BV was unable to prevent.

10.6 The circumstances which INTERSTREAM BARGING NETHERLANDS BV could not have avoided or was unable to avoid include a.o.: war, fire, explosion, heat and cold, occurrence of rodents or pests, decay, leakage, melting, ignition and corrosion (within the meaning of Article 8:899 of the Civil Code), except in the absence of proof to the contrary by the Consignor.

10.7 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo resulting from loading or unloading operations by its subordinates or other persons appointed by INTERSTREAM BARGING NETHERLANDS BV on or to the shore-based installations if this work is carried out at the request of the Consignor, the Shipper or the Consignee.

10.8 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo (or part thereof) as a result of defective objects which INTERSTREAM BARGING NETHERLANDS BV makes use of, which a careful carrier would not, or not in time, have been able to detect.

10.9 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo (or part thereof) in the event of defects or unsuitability of material made available to INTERSTREAM BARGING NETHERLANDS BV by the Consignor, the Shipper or the Consignee.

10.10 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo if it is caused in whole or in part by the nature of the Cargo (including, but not limited to damage caused by drying out or evaporation of the Cargo).

10.11 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo caused by any change in the composition of the Cargo resulting from the nature of the Cargo.

10.12 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo if it has been caused in whole or in part by an action, carelessness or negligence of Persons sailing on the Vessel, committed to the navigation thereof, unless INTERSTREAM BARGING NETHERLANDS BV has not given sufficient care in the selection of the crew of the Vessel.

10.13 Errors made when assembling a towing unit or a pushed convoy are identified as navigation errors within the meaning of paragraph 10.12.

10.14 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss caused in whole or in part by an accident related to nuclear energy.

10.15 INTERSTREAM BARGING NETHERLANDS BV shall not be liable for damage to or loss of the Cargo if it is caused in whole or in part by an action, carelessness or negligence of the Consignor, the Shipper or the Consignee.

10.16 Insofar as INTERSTREAM BARGING NETHERLANDS BV, at any time, issues a declaration, in particular to customs authorities, INTERSTREAM BARGING NETHERLANDS BV shall only act as a representative of the Consignor. The (legal) consequences resulting from the issue of the declaration referred to in the previous sentence of this provision shall be for the account and risk of the Consignor.

11 Evidence

11.1 If the cargo after delivery is received or lost, without the nature of the damage being communicated in writing to INTERSTREAM BARGING NETHERLANDS BV, in case of immediately discernible damage or loss: no later than the time of receipt of the cargo or, in case of not immediately discernible damage or loss: no later than within three working days after receipt of the cargo, unless there is evidence to the contrary, it is assumed that the goods were delivered at the time of receipt in the state as specified in the bill of lading.

12 Compensation obligation of INTERSTREAM BARGING NETHERLANDS BV

12.1 The compensation obligation of INTERSTREAM BARGING NETHERLANDS BV for damage or loss of the Cargo is limited to the value of the Cargo on delivery in a sound condition or, if the Cargo has not been delivered, the value that the Cargo would have had in a sound condition on delivery, reduced with the freight amount and any other possible savings achieved by the Cargo. Consequential damages are not eligible for compensation.

12.2 The value of the Cargo on delivery mentioned in paragraph 12.1 shall be calculated at the stock exchange price or, where such a price is missing, at the normal value of goods of the same nature and quality.

12.3 An encumbrance on the Cargo in general average or in assistance money and other costs that are incurred by the Cargo are considered to be depreciation in value.

12.4 The compensation obligation of INTERSTREAM BARGING NETHERLANDS BV for damage or loss of Cargo is limited to an amount of EUR 227.00 per 1000 kilograms of Cargo.

The limit specified in the preceding sentence shall be calculated on the quantity of Cargo damaged or lost. The amount due by INTERSTREAM BARGING NETHERLANDS BV shall never exceed the amount of the value of the Cargo as defined in paragraph 12.1.

12.5 The compensation obligation of INTERSTREAM BARGING NETHERLANDS BV for delay in delivery is limited to the amount of the freight. Consequential damages are not eligible for compensation.

12.6 Article 13.2 shall apply in full.

13 Himalaya clause

13.1 Where a claim for damage or loss of Cargo or for non-delivery or delay in delivery is established outside of the Agreement against persons and auxiliary persons used or engaged by INTERSTREAM BARGING NETHERLANDS BV for the implementation of the Agreement, these (auxiliary) persons can then rely on the provisions of these general terms and conditions to the extent that they could be called to account for their actions or negligences.

13.2 The total of the amounts to be recovered from the persons referred to in Paragraph 13.1 shall not exceed, whether or not together with the amount to be recovered from the Carrier, the amounts referred to in Articles 12.4 and 12.5.

14 Consignor's Liability

14.1 The Consignor shall be liable for all damage suffered by INTERSTREAM BARGING NETHERLANDS BV as a result of incorrect or incomplete information concerning the Cargo, including, but not limited to, the nature, composition and size of the Cargo.

14.2 The Consignor shall be liable for all damage suffered by INTERSTREAM BARGING NETHERLANDS BV as a result of the fact that the documents or further information required from Consignor's side

for the carriage of the Cargo, for any reason, are not made (timely) available to INTERSTREAM BARGING NETHERLANDS BV.

14.3 The Sender is liable for all damage suffered by INTERSTREAM BARGING NETHERLANDS BV as a result of the fact that, for any reason, the Cargo is not or not timely made available to INTERSTREAM BARGING NETHERLANDS BV at the agreed place.

14.4 The Consignor shall be liable for all damage (including but not limited to damage to the Vessel) suffered by INTERSTREAM BARGING NETHERLANDS BV as a result of any act, carelessness or negligence on the part of the Consignor, the Shipper or the Consignee. Moreover, the Consignor shall be liable for the acts or negligences of employees and auxiliary persons hired or assigned by the Consignor as if they were his own acts or negligences.

14.5 The Consignor shall be liable for all damage (including but not limited to damage to the Vessel) suffered by INTERSTREAM BARGING NETHERLANDS BV as a result of the nature, composition and size of the Cargo or as a result of any change in the composition of the Cargo.

14.6 The Consignor shall be liable for all damage to the Vessel caused by material or other matters made available to INTERSTREAM BARGING NETHERLANDS BV by the Consignor, the Shipper or the Consignee.

15 Indemnification

15.1 The Consignor shall be obligated to indemnify INTERSTREAM BARGING NETHERLANDS BV and the (auxiliary) persons engaged by INTERSTREAM BARGING NETHERLANDS BV for the execution of the Agreement against claims by third parties resulting from damage suffered by them as a result of an act, carelessness or negligence on the part of the Consignor, the Shipper and/or the Consignee or as a result of the nature, composition or extent of the Cargo, the handling of the Cargo or any change in the composition of the Cargo.

15.2 The Consignor shall be obligated to indemnify INTERSTREAM BARGING NETHERLANDS BV and the (auxiliary) persons engaged by INTERSTREAM BARGING NETHERLANDS BV for the execution of the Agreement against third parties' claims against INTERSTREAM BARGING NETHERLANDS BV or the (auxiliary) persons engaged by INTERSTREAM BARGING NETHERLANDS BV for the execution of the Agreement in respect of damage to or loss of the Cargo and/or delay in delivery of the Cargo.

15.3 The Consignor is obligated to indemnify INTERSTREAM BARGING NETHERLANDS BV and the (auxiliary) persons engaged by INTERSTREAM BARGING NETHERLANDS BV for the execution of the Agreement against claims by third parties in respect of whatever damage caused by the Cargo or costs incurred to prevent such damage.

16 Insurance

16.1 Without the express instruction by the Consignor, INTERSTREAM BARGING NETHERLANDS BV is not obligated to insure the Cargo.

17 General average

17.1 General average is handled and regulated in accordance with the Rhine-Rules IVR, latest version. The calculation of the assessment happens at the place and by the person designated for this purpose by INTERSTREAM BARGING NETHERLANDS BV.

18 Freight and costs

18.1 the Consignor is due to pay freight to INTERSTREAM BARGING NETHERLANDS BV for the execution of the transport order.

18.2 In case of low water, the freight dues are increased by a low-water surcharge. The low-water surcharge is calculated on the basis of the water level at the time the goods are accepted for transport and will be, in the case of an incomplete loading of the Vessel carrying the goods, distributed in percentage terms among the total Cargo offered for transport. If no other (written) agreement to the contrary is made, the following low-water surcharges shall be calculated for navigation on the Rhine:

Up to Duisburg at a level at Duisburg of:

2.21 - 2.30m	10%
2.11 - 2.20m	20%
2.01 - 2.10m	35%
1.91 - 2.00m	55%
1.81 - 1.90m	80%

From Duisburg to Wesseling at a level at Cologne of:

1.51 - 1.60m	10%
1.41 - 1.50m	20%
1.31 - 1.40m	35%
1.21 - 1.30m	55%
1.11 - 1.20m	80%

From Wesseling as well as places on the Main and the Neckar at a level at Kaub of:

1.21 - 1.30m	10%
1.11 - 1.20m	20%
1.01 - 1.10m	35%
0.91 - 1.00m	55%
0.81 - 0.90m	80%

The obligation to accept and transport Cargo shall cease to apply at a level below:

2.01m at Duisburg
1.31m at Cologne
1.01m at Kaub

18.3 For the calculation of the low-water surcharge, the lowest water level shall apply from the start of the loading of the Vessel until the arrival of the Vessel at its destination.

18.4 Regardless of whether the Vessel and/or the Cargo arrives at the destination (on time), and regardless of whether the Cargo is delivered in the state in which it was received or not, the Consignor shall still be obligated to pay the applicable freight of the entire cargo to INTERSTREAM BARGING NETHERLANDS BV.

18.5 If, after departure from the port of shipment, the Vessel is held up through no fault or act of INTERSTREAM BARGING NETHERLANDS BV, for example by, but not limited to, high or low water or ice, the freight shall remain payable.

18.6 Costs for cleaning (tanks, lines, pumps etc.) of the Vessel and/or removing Cargo remains are for account of the Consignor.

19 Payment and collection

19.1 The freight shall be payable to INTERSTREAM BARGING NETHERLANDS BV or its representative at the time of a safe arrival of the Vessel at the place of destination but before the unloading of the Cargo has started.

19.2 Payment shall be made in cash in the currency agreed between the parties to (the legal representative of) INTERSTREAM BARGING NETHERLANDS BV or by payment of the amount due to the bank account specified by INTERSTREAM BARGING NETHERLANDS BV, either at the discretion of INTERSTREAM BARGING NETHERLANDS BV.

19.3 INTERSTREAM BARGING NETHERLANDS BV is at all times entitled to claim full or partial prepayment and/or otherwise obtain security for payment.

19.4 The Consignor shall waive any right to set off any amounts reciprocally due and payable. The Consignor's claims against INTERSTREAM BARGING NETHERLANDS BV do not suspend his payment obligation.

19.5 If the Consignor fails to pay any amount due by them in accordance with the provisions above, they shall be in default without a formal notice to pay. As soon as the Consignor is in default with any payment, all other claims by INTERSTREAM BARGING NETHERLANDS BV against the Consignor are collectable and the default is immediately effective with respect to those claims without a formal notice to pay. The Consignor shall owe statutory interests on the amount due from the moment of default.

19.6 Without prejudice to the above, in the event of liquidation, bankruptcy or suspension of payments of the Consignor, the obligations of the Consignor shall be immediately due.

19.7 INTERSTREAM BARGING NETHERLANDS BV has a right of lien and a right of retention towards anyone who requests it on all matters, documents and monies held by INTERSTREAM BARGING NETHERLANDS BV for any reason whatsoever in respect of all claims which she has or may receive on Consignor.

19.8 INTERSTREAM BARGING NETHERLANDS BV may also exercise the rights referred to in paragraph 19.7 for what the Consignor owes her in connection with previous transport orders executed by INTERSTREAM BARGING NETHERLANDS BV for account of Consignor.

20 Limitation and expiry

20.1 All claims resulting from the Agreement concluded with the Sender shall be limited to one year. The period of limitation shall be calculated from the day on which the Cargo was delivered in whole or in part, or, in the case of non-delivery, from the day on which it should have been delivered.

20.2 All claims against INTERSTREAM BARGING NETHERLANDS BV for damage to or partial loss of the Cargo shall expire at or immediately after receipt of the Cargo if the Cargo is received without judicial or extrajudicial inquiry and without reservation of law, unless the damage was not externally detectable and the Consignor informed INTERSTREAM BARGING NETHERLANDS BV of any damage to or partial loss of the Cargo not later than on the third day after taking delivery. The notification of damage or loss of the Cargo referred to in the preceding sentence describes the number of the Cargo and the nature of the damage.

21 Dissolution and termination

21.1 If the Consignor does not fulfil any obligation which he has under any legal provision or any provision of these General Terms and Conditions or any obligation which he has under the Agreement concluded with INTERSTREAM BARGING NETHERLANDS BV, INTERSTREAM BARGING NETHERLANDS BV has the right, without any notice of default being required, to dissolve the Agreement by means of an oral or written notice.

21.2 The Consignor is obligated to compensate for the damage suffered by INTERSTREAM BARGING NETHERLANDS BV as a result of the dissolution.

22 Disputes and applicable law

22.1 These General Terms and Conditions and the Agreement concluded with the Consignor shall be subject to the applicable mandatory uniform transport conventions for inland navigation as well as Dutch law, in particular the provisions of Book 8 of the Civil Code (“Means of Transport and Transportation”).

22.2 Disputes which may arise between the Consignor and INTERSTREAM BARGING NETHERLANDS BV shall only be brought before the competent court in Rotterdam, unless INTERSTREAM BARGING NETHERLANDS BV prefers another court of competent jurisdiction or appears voluntarily before another court of competent jurisdiction, after having been lawfully summoned.

23 Null and void provisions/explanation

23.1 To the extent that any provision of these General Terms and Conditions or the Agreement is in conflict with mandatory legal or Treaty provisions, the remaining provisions of these General Terms and Conditions and the Agreement shall remain in force.

23.2 The provisions of these General Terms and Conditions or the Agreement cannot be interpreted as extending the liability of INTERSTREAM BARGING NETHERLANDS BV in respect of the legal or Treaty provisions, nor as a restriction of the rights of INTERSTREAM BARGING NETHERLANDS BV in respect of the legal and/or Treaty provisions.

24 Language

24.1 These General Terms and Conditions exist in a Dutch, German and English text. In case of any differences, the Dutch text prevails.
