

GENERAL TERMS AND CONDITIONS FOR CUSTOMS & V.A.T. RELATED SERVICES YAMATO TRANSPORT EUROPE B.V.



Page 1 out of 2

1. Yamato Transport Europe B.V. (hereinafter: "Yamato") is a public limited company ("besloten vennootschap") incorporated under the laws of The Netherlands.
2. All orders are, with the express exclusion of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, acknowledged and carried out by Yamato only, even if it is the Principal's express or implied intention that an instruction will be carried out by a specific person.
3. Yamato shall, where reasonable grounds exist, consult the Principal when involving third parties and shall exercise the necessary care when selecting third parties. Yamato shall not be held liable for the shortcomings of these third parties and is authorised to accept any possible limitation to its liability with regard to the third parties that it has involved without prior consultation with the Principal or on behalf of the Principal.
4. Except where precluded by the content or nature of the assignment, the Principal warrants the accuracy completeness and reliability of the information made available to Yamato, even where that information originates from a third party. Except where precluded by the content of the assignment, Yamato shall not be obliged to perform a specific investigation of the accuracy and completeness of the information provided by the Principal.
5. The Principal shall notify Yamato immediately and in full of any facts or circumstances which the Principal knows or could reasonably be expected to know are or could be of importance for the execution of the assignment by Yamato.
6. If the Principal, other than through the action of Yamato, fails to comply with its obligations arising from paragraphs 3 and 4 and as a result Yamato incurs additional costs and work or other loss or damage, the Principal shall be obliged to reimburse Yamato for such costs, extra work and loss.
7. With the exception of intent or conscious recklessness on the part of the management of Yamato, the liability of Yamato is always and in all cases limited to three times the amount of the invoice relating to the part of the assignment on the basis whereof the claim is grounded and at the most € 25,000.- per event or series of events with the same cause.

GENERAL TERMS AND CONDITIONS FOR CUSTOMS & V.A.T. RELATED SERVICES YAMATO TRANSPORT EUROPE B.V.



Page 2 out of 2

8. The Principal's rights of action and other rights vis-à-vis Yamato, arising from any cause whatsoever in connection with the performance of activities by Yamato shall in any event be forfeited 9 months after the moment at which it became known to the Principal, or at which it could reasonably have been known to the Principal, that these rights existed.
9. The Principal shall indemnify Yamato against claims from third parties which relate to an assignment. The indemnification shall also extend to the costs of defence against such claims.
10. All stipulations in these General Terms and Conditions have been created for the benefit of not only Yamato, but also all persons engaged by Yamato in relation to the carrying out of any instruction and all persons for whose acts or omissions Yamato might be held liable.
11. These General Terms and Conditions shall also apply to any supplemental and further client assignments.
12. The legal relationship between Yamato and the Principal, as well as between Yamato and all those that make use of Yamato's services, shall be subject to Dutch law. Disputes shall be settled solely by the Court of Rotterdam.
13. These General Terms and Conditions have been drawn up in Dutch and English. The Dutch language version shall be binding.
14. These General Terms and Conditions appear on the Yamato website:
www.yamatoeurope.com
