



**I.T.S. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION OF GOODS BY
INLAND TANKER BARGE.
EDITION 01.2018**

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ARTICLE I
DEFINITIONS

1. **“Charterer”** means any person or company being the client rendering the transportation services from Inland Transport Solutions BV (ITS) as mentioned on the order confirmation/ nomination and is the responsible party for the charter of the Barge conducting the voyage or on whose behalf this contract has been concluded.
2. **“Contractor”** means Inland Transport Solutions BV (ITS) or any person or company that undertakes against payment of freight to carry the cargoes as agreed with and contracted by the Charterer.
3. **“Consignee”** means the person or company entitled to take delivery of the cargo(es).
4. **“Contract of Carriage”** means the order confirmation/ nomination with these terms and conditions as addition.
5. **“Cargo”** means the good or goods to be carried by the Contractor as agreed and nominated in the Contract of Carriage and nominated by the Charterer.
6. **“Applicable Law”** means the law and regulations applicable to this Contract of Carriage.
7. **“Demurrage”** means the financial compensation for the Contractor to be made by the Charterer in the event of exceeding of agreed free time to conduct the voyage.
8. **“Barge”** means the inland tanker barge conducting the carriage of the cargo either nominated by the Contractor or hired by the Charterer by tanker barge name and/ or Europe Number.
9. **“Berth”** means any location and safe position alongside a wharf, terminal, buoy or vessel nominated or dedicated for the inland tanker barge to moor or anchor to conduct the planned cargo operations.
10. **“I.T.S. GT&C”** means the latest edition of these general terms and conditions of goods by inland tanker barge.



ARTICLE II
TERMS AND CONDITIONS

The latest edition of the I.T.S. General Terms and Conditions are always applicable to any cargo shipment/ Contract of Carriage conducted by Inland Transport Solutions BV as the Contractor.

In the event of any dissimilarity between I.T.S. GT&C's, Contract of Carriage and/or CMNI and/or other additional terms than I.T.S. GT&C shall prevail at any time.

The provisions of these General Terms and Conditions or the Agreement may not be interpreted as a widening of the liability of Inland Transport Solutions BV with regard to legal or conventional provisions, nor as a curtailment of the rights of Inland Transport Solutions BV with regard to legal and/or conventional provisions.

1. Execution of order

1.1 The Contractor shall make available to the Charterer the Barge as mentioned in the nomination on the agreed loading date at the position, location or berth as agreed between the parties or as directed by the terminal representative. The Barge shall be always safely afloat and having all pipes, pumps and heating systems in good working order, and being in every respect fitted for the voyage so far as the conditions can be attained by the exercise of due diligence and any other cause of whatsoever kind beyond the control of the captain or the Contractor.

1.2 Where no other detailed agreement has been reached between the parties to the contract, the execution of the orders shall be subject to the following terms and conditions of transport. Verbal agreements and/or transportation orders shall require written confirmation. The following agreements shall be made in the order confirmation, namely; the freight and any low-water arrangements, demurrage rates, the volume and cargo to be carried, the loading and discharging positions and the date or period of time the transportation is to take place.

1.3 The Barge master and/or Contractor shall comply with the UAB notice procedures in the Dutch ports, in the event that the Barge is requested by the terminal representative to proceed to a position other than the terminal for awaiting free berth or terminal readiness than free time shall commence to count upon arrival such position or commencing of timings as agreed in the order confirmation, whatever occurs the latest.

1.4 The Charterer shall be obliged to specify the conditions relevant for the proper handling of the goods and execution of the transportation, unless it is reasonable to presume that these are known.

1.5 The Contractor shall provide appropriate vessel(s) that are in technically faultless condition and suitable for transportation of the cargo.

2. Cancellation

2.1 If the Barge is not available or load ready at the agreed loading date(s) and the Contractor cannot provide any alternative than the Contractor has to inform the Charterer immediately stating the reason and suggest a new loading date. The Charterer shall be entitled upon receipt of this notice to accept the new loading date or to cancel the shipment without claims or penalties for both parties.

2.2 In the event that the nominated cargo is not available for loading before the expiry of the agreed free time plus a waiting period of the same duration for whatever reason than both parties have the possibility to cancel the shipment, irrespective of any other claims, against a dead freight payment by Charterers of 50pct of the agreed freight rate plus any demurrage incurred.

3. Freight and dead freight

3.1 Freight shall be payable at the rate as stipulated in the Order Confirmation/ Nomination. Payment of freight shall be made by the Charterer in full without discount upon delivery of cargo at the destination without any deduction.

3.2 Should the Charterer fail to supply a full cargo, the Barge may, at the Master's option, and shall, upon request of the Charterer proceed on her voyage, provided in that event that the Charterer will be liable for payment of dead freight at the rate specified in the Order Confirmation/ Nomination on the difference between the intake quantity and the quantity the Barge would have carried as per agreement or the difference between the intake quantity and min payload as agreed.

4. Loading and Discharging

4.1 The cargo shall be pumped into the Barge at the risk and expense of the Charterer. The crew shall cooperate in the connection of hoses to the flange of the Barge, inasmuch as this is necessary. Any activities of the crew on land that are authorised by the Charterer shall be conducted at the Charterer's risk.

4.2 The Charterer and/or the terminal/ installation shall provide the loading and discharging hoses on land, and if tank Barge without their own onboard heating systems are used, shall also supply the necessary steam and steam hoses at their own risk and expenses.

4.3 In the event of ship-to-ship transfer, the arrangement regarding the provision of hoses and fenders shall be agreed separately or are otherwise the responsibility of the Charterer.

4.4 The Consignee shall be obliged to take receipt of the entire cargo intended for him; this shall include the acceptance of the residual load from the efficient stripping system of the Barge. In the event that the operator of the transfer system is not able to accept the residual load, the Contractor shall be entitled to dispose of the same and claim reimbursement of the expenses thus incurred from the Charterer.

4.5 Upon delivery of the goods, the Contractor shall immediately be provided with a receipt by the Consignee. If the Consignee registers a complaint relating to defects, damages, incorrect volumes etc the Contractor shall inform the Charterers accordingly.

4.6 The Barge shall not be permitted to continue its journey after discharging until the master has confirmed the entries in the certificate of discharge completed by the transfer installation.

4.7 The Charterer and/or the delivery or Consignee installation shall be entitled to load or discharge even during the hours of darkness, at weekends or on public holidays, inasmuch as this is permitted by the stipulations of public law.

4.8 Upon completion of discharging all cargo tanks should be inspected by appointed surveyors and/or terminal representatives and/or Charterers servants to confirm emptiness and to furnish the master with a signed empty tank certificate or otherwise the Barge will be deemed to have made delivery of the entire cargo where no future claims can be made by the Charterer or the Consignee in respect of short outturn delivery.

4.9 The Charterer and/or the appointed surveyor and/or the Consignee shall be entitled to inspect the cargo and bunker tanks and the loading and discharging equipment of the Barge, to determine volumes and take samples, inasmuch as no prohibitions issued by the authorities prevent this.

4.10 The Charterer and/or the Consignee is obliged to inspect the cargo tanks, pipes and holds prior loading to confirm that the Barge and her equipment is suitable to load the nominated cargo. In the event that such inspection is not carried out prior loading and the charterer has explicitly or implicitly granted permission to start loading than the Charterer



and/or the Consignee waive her rights to claim damages as a result of loss, contamination or any other irregularity to the specifications or quality of the Cargo.

4.11 The Contractor shall always remain the right to adjust the maximum loadable cargo quantity in event of unexpected situations such as weather conditions, drop in water levels, berth –or terminal restrictions, restrictions by authorities, canal restrictions, safe navigation restrictions or any other situation that is preventing the Contractor to load the full nominated cargo what could not be reasonably foreseen by the Contractor prior acceptance of the Contract of Carriage.

5. Cargo handling

5.1 The Charterer is obliged to provide Inland Transport Solutions B.V. with any information or instructions what is required in the loading, discharging, storage and transportation of the Cargo. The contractor cannot be held responsible for any loss or damage to the cargo in case such information is not provided.

5.2 The Charterer is responsible in providing the cargo according the grade(s) as stipulated in the Contract of Carriage, the Charterer shall not provide a different grade of cargo without written consent of the Contractor.

5.3 Carriage of hazardous cargoes are prohibited unless mutual agreed with the Contractor.

5.4 The Charterer shall provide sufficient and adequate documents related to the transportation of the cargo including but not limited to customs documentation or export/ import documentation. The Contractor is entitled but not obliged to check the validity or completeness of the documentation provided.

6. Performing voyage

6.1 Unless otherwise agreed between the Charterer and the Contractor, Inland Transport Solutions BV has the right to transport the Cargo along a route or waterway different to the usual waterway at the expense of the Charterer, provided such alternative route can be justified by reasons of safety, comfort, safe navigational restrictions, draft restrictions and/or other reasons beyond reasonably control of the Contractor.

6.2 Inland Transport Solutions BV has the right (during transport) to tranship the Cargo or transfer or unload the Cargo into other vessels, and/or store the Cargo in land tanks, in so far as deemed necessary by reasons of safety, comfort, safe navigational restrictions, draft restrictions and/or other reasons beyond reasonably control of the Contractor.

6.3 Contractor has the right to take any measures deemed necessary by Inland Transport Solutions BV at the expense and risk of the Charterer, including, but for that purpose not limited to, destruction of the Cargo, if failing to do this may result in loss or damage to the Cargo itself or any other items, damage to the Barge or harm to any person or infringement of any right. Article 8:914 of the Civil Code shall apply in full.

6.4 Inland Transport Solutions BV is not obliged to compensate the Charterer or the Consignee for any damage suffered or costs incurred as a result of the measures taken as referred in paragraphs 6.1, 6.2 and 6.3.

6.5 Subject to the provisions of Article 14 of these General Terms and Conditions relating to general average, the Charterer is obliged to compensate Inland Transport Solutions BV for any costs incurred and damages suffered by Inland Transport Solutions BV, direct or indirect as a result of the measures taken as referred to in paragraph 6.1, 6.2 and 6.3.

6.6 The Charterer indemnify Inland Transport Solutions BV and/or the Barge and/or the Owners of the Barge against any third-party claims as a result of the measures taken as referred to in paragraphs 6.1, 6.2 and 6.3



7. Free hours and Demurrage

7.1 The number of running hours specified as Free Hours in the Contract of Carriage/ Nomination shall be permitted to the Charterer as time for loading and discharging the cargo, but any delay due to the Barge condition or breakdown or inability of the Barge facilities to load or discharge cargo within the time allowed shall not count as used Free Hours by Charterer.

7.2 Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate agreed in the Contract of Carriage/ Nomination for all time used after expiration of the Fee Hours. If demurrage shall be incurred in the port of loading and/or the port of discharging by reason of war, strikes (other than strikes by Barge crew), Act of God, weather conditions, fire or explosion than the demurrage rate shall be reduced one-half of the amount per running hour or pro rata for part of an hour for demurrage so incurred. The Charterer shall not be liable for any demurrage for delay caused by strike from crew of the inland tanker barge.

8. Delay during voyage

8.1 In the event of delays due to ice or tidal restrictions, Inland Transport Solutions BV shall have the right to postpone, delay or discontinue the cargo transportation.

8.2 If the Cargo cannot be transported for whatever reason, or the cargo cannot be delivered at the agreed location in a timely manner, the Contractor shall have the right to keep the cargo onboard the Barge, raise it or unload it or store it at the site of a third party at the expense and risk of the Charterer.

8.3 The Charterer shall compensate the Contractor demurrage for every hour of delay until Inland Transport Solutions BV has stored the Cargo. Any additional costs or damages occurred by the Contractor as a result of the delay in or hampering of the delivery shall be reimbursed by the Charterer to the Contractor in full.

8.4 If the Contractor has had the Cargo raised, stored it, or retained onboard the barge due to a delay in or hampering of the delivery, the Contractor shall have the right to sell complete or a part of the Cargo after judicial authorization.

8.5 The proceeds of sale of the Cargo as referred to in paragraph 8 shall be used to cover the costs of storage, sale and/or any contribution to the general average, as well as any other costs chargeable against the Cargo. If these costs or contributions have not been determined, Inland Transport Solutions BV shall have the right to retain an a reasonable amount as security.

9. Delivery of Cargo

9.1 Inland Transport Solutions shall only deliver the Cargo to the rightful and regular bill of lading holder in exchange for the original bill of lading. In the event that the bill of lading is not available the Charter shall indemnify the Contractor and the Barge by Letter of Indemnity (LOI) according to the wording provided by Inland Transport Solutions. Such LOI shall remain valid until the Bills of Lading are surrendered by the Contractor.

10. Contractor Liability

10.1 The contractor is responsible for safe storage of the Cargo onboard the nominated Barge. In the event of damages on the Cargo or "in transit loss exceeding 0.5pct" the Charter can hold the Contractor responsible, without prejudice to the provisions of paragraph 10.5 and 10.6, as well as other relevant articles of these GT&C's. The Charterer can claim such damages from the Contractor but cannot deduct same from freight payments or demurrage payments without written consent from the Contractor. Definition of "In transit loss" is the discrepancy of cargo figures between loading figures and arrival figures of the Barge in Cubic Meters at 15°C.



10.2 The contractor has the liability to follow instructions from the Charterer in respect of loading, discharging, handling and storing the Cargo.

10.3 The contractor is not responsible for outturn figures and receipt figures of terminal or receiving/ discharging Vessel.

10.4 The contractor has the right, with regards to delays, to rely on any exemption or reduction of liability granted to it by any legal provision or any provision of these GT&C's relating to damage to or loss of the cargo.

10.5 Inland Transport Solutions BV cannot be held liable for any damage to or loss of the Cargo in the event same is caused by circumstances that could not be reasonably avoided or foreseen by the Contractor or if same is out of control of Inland Transport Solutions BV.

10.6 Contractor is not liable for circumstances that Inland Transport Solutions BV cannot avoid including but not limited to war, fire, explosion, heat and cold, Act of God, the presence of rodents or vermin, decay, leaking, melting, combustion and corrosion (as referred in Article 8.899 of the Civil Code), all of this barring proof to the contrary provided by the Charterer.

10.7 Inland Transport Solutions BV cannot be held responsible for any damages or loss of the Cargo caused by loading or unloading work carried out by its employees, servants or any other persons employed by the Contractor on or at the quayside installations if this work is carried out on behalf of the Charterer, loader, recipient or Consignee.

10.8 Contractor cannot be held liable for any damage to or loss of the Cargo if this has been caused in full or in part by the nature of the Cargo (including but not limited to damage caused by shrinkage or evaporation of the Cargo).

10.9 Inland Transport Solutions BV cannot be held liable for any damage to or loss of Cargo caused by any change to the composition of the Cargo as a result of the nature of the Cargo.

10.10 Contractor cannot be held liable for any damage to or loss of the Cargo if this has been caused in full or in part by an action, an act of carelessness or negligence carried out by the Persons on Board of the Barge when navigating the Barge, unless Inland Transport Solutions BV did not exercise due care when choosing the crew of the Barge.

10.11 Contractor cannot be held liable for any damage to or loss of the Cargo caused in full or in part by an action, an act of carelessness or negligence by the Charterer, the Loader or the Recipient.

10.12 Whenever Inland Transport Solutions BV submits a Declaration, in particular to customs officials, Inland Transport Solutions BV shall only be acting as mandatory of the Sender. Any (legal) consequences arising from the submission of the Declaration as referred to in the previous sentence of this provision shall be at the expense and risk of the Charterer.

10.13 The liability of the Contractor for damages in the event of damage to or loss of the Cargo shall be limited to the value of the Cargo upon delivery in good condition or, if the Cargo has not been delivered, the value of the Cargo when had it been in good condition, all of this reduced by the freight and any other reductions achieved by the Cargo. consequential damage shall not be subject to compensation.

10.14 The value of the Cargo upon delivery shall be calculated based on the stock exchange quotation or, if such a quotation is unavailable, based on the value of goods of the same nature and quality.

10.15 Any general average or salvage charges contribution attached to the Cargo and any other expenses attached to the Cargo shall be considered downward value adjustments.

10.16 The liability of Inland Transport Solutions BV for damage to or loss of the Cargo shall be limited to an amount of € 250.00 per Cubic Meter at 15°C of Cargo. The limit referred to in the previous sentence shall be calculated based on the amount of the Cargo damaged or lost. The amount payable by Inland Transport Solutions BV shall never exceed the value of the Cargo as referred to in paragraph 10.14.



10.17 Contractor's liability for damages as a result of a delay in the delivery shall be limited to the freight. Consequential damage shall not be subject to compensation.

11. Himalaya clause

11.1 If, as a result of damage to or loss of the Cargo, or as a result of non-delivery or a delay in the delivery, a claim is made outside of the Agreement against persons and auxiliary persons employed and/or engaged by Inland Transport Solutions BV for the performance of the Agreement, said (auxiliary) persons may rely on the provisions of these General Terms and Conditions if they could be held liable for their actions or omissions.

11.2 The total amount payable by the persons referred to in paragraph 11.1 shall, after adding the amount payable to the Contractor or otherwise, not exceed the amounts referred to in Articles 10.14 and 10.16

12. Charterer Liability

12.1 The Charterer shall be liable for any damage suffered by the contractor as a result of incorrect or incomplete data relating to the Cargo, including but not limited to the nature, composition and size of the Cargo.

12.2 The Charterer shall be liable for any costs and delays as a result of not providing the Contractor (in a timely manner) with any documents or additional data required on the part of the Sender for transporting the Cargo.

12.3 The Charterer is responsible to make available the full nominated cargo at the load port in a timely manner.

12.4 Charterer shall be responsible for any damage (including but not limited to damage to the Barge) as a result of an action or an act of carelessness or negligence by the Charterer, the Loader or the Recipient. The Charterer shall in this matter be liable for the actions or omissions of employees and auxiliary persons engaged by the Charterer as if it were its own action or omission.

12.5 The Charterer shall be liable for any damage (including but not limited to damage to the Barge) as a result of the nature, composition or size of the Cargo or as a result of any change to the composition of the Cargo.

12.6 Charterers shall be responsible for any damage to the Barge caused by equipment or any other item made available to Inland Transport Solutions BV by the Charterer, Consignee, the loader or Recipient.

12.7 The Charterer and/or the Consignee are responsible for the arrangement of proper insurance of the Cargo.

13. Terms of Idemnity

13.1 The Charterer undertakes to indemnify Inland Transport Solutions BV, her affiliates and any (auxiliary) persons engaged by Inland Transport Solutions BV for the performance of the Agreement against any third-party claims, including but not limited to the Consignee and the bill of lading holder arising from damage suffered by said third party as a result of an action or an act of carelessness or negligence carried out by the Charterer / the Loader and/or the Recipient, or as a result of the nature, composition or size of the Cargo, the way in which the Cargo was handled or any change to the composition of the Cargo.

13.2 The Charterer undertakes to indemnify Inland Transport Solutions BV, her affiliates and any (auxiliary) persons engaged by Inland Transport Solutions BV for the performance of the Agreement against any third-party claims, including but not limited to the Consignee and the bill of lading holder against Inland Transport Solutions BV, her affiliates or any (auxiliary) persons engaged by Inland Transport Solutions BV for the performance of the Agreement relating to damage to or loss of the Cargo and/or any delay in the delivery of the Cargo.



13.3 The Charterer undertakes to indemnify Inland Transport Solutions BV, her affiliates and any (auxiliary) persons engaged by Inland Transport Solutions BV for the performance of the Agreement against any third-party claims relating to any kind of damage caused by the Cargo or any expenses incurred in order to prevent that kind of damage.

14. General Average

14.1 General average shall be dealt with and controlled in accordance with the most recent version of the IVR Rhine Rules. The adjustment shall be calculated at a location and by a person chosen by Inland Transport Solutions BV for this purpose.

15. Freight and expenses

15.1 Freight shall be payable by the Charterer to Inland Transport Solutions BV for the performance of the transport order.

15.2 In the event of low water levels, the payable freight shall be increased by a low-water surcharge. The low-water surcharge shall be calculated based on the water level at the time the goods were accepted for transport and shall, in the event of incomplete loading of the Vessel, be proportionally divided over the entire Cargo provided for transport. The following low-water surcharges shall be charged for navigation on the Rhine, unless different (written) arrangements are made:

Up to Duisburg at the following water levels in Duisburg:

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

From Duisburg to Wesseling at the following water levels in Cologne:

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

From Wesseling and locations along the Main and the Neckar at the following water levels in Kaub:

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

The obligation to accept and transport a Cargo shall in any case expire at water levels below the following:

- 2.01 m in Duisburg
- 1.31 m in Cologne
- 1.01 m in Kaub

15.3 The calculation of the low-water surcharge shall be based on the lowest water level at the start of the loading of the Vessel up to the moment the Vessel arrives at its destination.



15.4 The full freight shall remain payable to Inland Transport Solutions BV by the Charterer, regardless of whether the Barge and/or the Cargo reach their destination (in a timely manner) or not, and regardless of whether the Cargo is delivered in the condition in which it was received or not.

15.5 The freight shall remain payable if the Barge is delayed after leaving the port of loading through no fault or action of Inland Transport Solutions BV, for example, but not limited to, high or low water or floating ice.

15.6 Any costs to clean (the holds of) the Barge and/or remove any remaining Cargo shall be at the expense of the Charterer.

15.7 The freight shall be payable to Inland Transport Solutions BV from the moment the Barge arrives safely at its destination, but before unloading of the Cargo has started.

15.8 The Contractor at all times has the right to demand an advance payment in full or in part and/or otherwise obtain security for payment.

15.9 Any claims of the Charterer towards the Contractor do not constitute a suspension of its payment obligation.

15.10 If the Charterer fails to pay any amount payable in accordance with the above provisions, the Charterer shall be in default de jure. As soon as the Charterer defaults on any payment, all remaining claims that Inland Transport Solutions BV may have on the Charterer shall become payable and the Charterer shall immediately also be in default de jure with regard to these claims. The Charterer must pay statutory interest over the payable amount from the moment the Charterer defaults.

15.11 In the event that the Charterer is wound up, goes into liquidation or is granted a moratorium on payments, the obligations of the Charterer shall immediately become due and payable.

15.12 Inland Transport Solutions BV has a right of pledge and a right of retention vis-à-vis any party requesting this, in respect of any objects, documents and funds managed by Inland Transport Solutions BV for whatever reason with regard to any claim it may have, now or in the future, that is chargeable to the Charterer.

15.13 Contractor may also exercise the rights as referred to in paragraph 15.12 for any amount payable by the Charterer relating to any previous transport orders carried out by Inland Transport Solutions BV for the Sender.

16. Time Bar

16.1 Any claims arising from the Agreement concluded with the Charterer shall be time barred after one year. The prescription period shall commence from the date on which the Cargo was delivered in full or in part, or, if the Cargo was not delivered, from the date on which it should have been delivered.

16.2 Any claims against Inland Transport Solutions BV as a result of damage to or partial loss of the Cargo shall lapse upon or immediately after delivery of the Cargo if the Cargo was accepted without a judicial or extrajudicial investigation and without prejudice to any rights, unless the damage was not visible externally and the Charterer notified Inland Transport Solutions BV of the damage to or partial loss of the Cargo, no later than on the third day of accepting the Cargo. The notification of damage to or loss of the Cargo as referred to in the previous sentence must include the number of the Cargo and the nature of the damage.

17. Dissolution and Termination

17.1 Inland Transport Solutions BV has the right to dissolve the Agreement by means of a verbal or written notification without any notice of default if the Charterer fails to comply with any of the obligations arising from any legal provision or any provision of these General



Terms and Conditions or any obligation arising from the Agreement concluded with Inland Transport Solutions BV.

17.2 The Charterer undertakes to reimburse any damage suffered by Inland Transport Solutions BV as a result of the dissolution.

18. Applicable Law

18.1 I.T.S. GT&C's and the Agreement concluded with the Charterer are subject to the applicable uniform transport conventions of a mandatory nature relating to inland shipping and Dutch law, in particular the provisions of Book 8 of the Civil Code ('Means of Transport and Transportation').

18.2 Dutch law is applicable to any Agreement, any dispute that may arise between the Contractor and the Charterer shall exclusively be settled by the competent court in Rotterdam.

