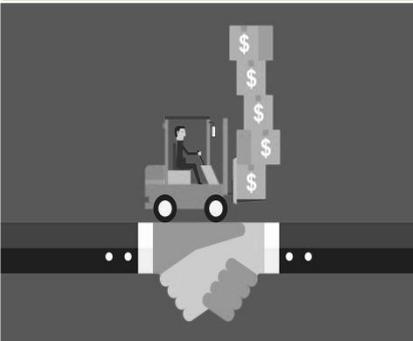




**IMNEX FREIGHT
FORWARDING & LOGISTICS**



**IMNEX CUSTOMS CLEARANCE
SOLUTIONS RUSSIA / DDP
SHIPMENTS RUSSIA**



IMNEX INTERNATIONAL TRADE



**IMNEX CONSULTANCY & PROJECT
MANAGEMENT SUPPORT**

**GENERAL TARIFFS CONDITION'S FORWARDING
SERVICES EU
IMNEX GROUP B.V.**

**Mr. P.I. MIKHALEVITCH
IMNEX GROUP B.V., THE NETHERLANDS**



GENERAL TARIFFS CONDITION'S FORWARDING SERVICES EU

General:

1. Imnex Group B.V. exclusively trades as a shipping agent. These conditions are applicable to all our proceedings and agreements, as well as the 'Algemene Nederlandse Expeditie Voorwaarden' (FENEX) (Dutch Freight Forwarders Standard Trading Conditions), as published and lodged at the Clerk's Office of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam. The most recently lodged versions apply. The text of these conditions will be forwarded to you free of charge.
2. Once an order has been issued, it is automatically agreed that the client has accepted both our offer and the above mentioned conditions.
3. In case of inconsistencies between the FENEX Conditions (Dutch Freight Forwarders Standard Trading Conditions) and these Imnex Group B.V. General Conditions, the terms of the General Conditions of Imnex Group B.V. apply.

Placing the order:

4. The orders should be issued in writing or by electronic means, such as fax, EDI, Internet or e-mail.
 - Shipments <4,000 kg chargeable weight at the latest one working day prior to pickup.
 - Shipments >4,000 kg chargeable weight at the latest one working day prior to pickup (prior to 3pm).
5. Dead freight and/or cancellations: in case of cancellation of shipments within 24 hours before pickup we will charge 70% of the agreed freight rate.
6. For Europe, Imnex Group B.V. has decided to handle the distribution paperless. In the event documents are required for a particular shipment, these documents must be firmly attached to the shipment in a clear document holder in which they can easily be detected. The paperless handling of goods does not apply to goods under customs control or goods on which the (national law based on) European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), latest version, apply.

Goods:

7. The goods to be forwarded are safe merchandise, properly packed. In the event that goods are not properly packed, Imnex Group B.V. reserves itself the right to refuse these goods.
8. The maximum weight per carton/package should be no more than 25 kg. Up to 5 separate cartons/packages may be provided. In case a shipment consists of more than five cartons/packages, the goods must be provided in palletized form.
9. Assignments for transporting dangerous goods must be given in writing, in advance, and must be provided with all the necessary information to enable shipment in compliance with the (national legislation based on) European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), latest version such as the UN-numbers and other required documents. In case that goods are not properly packed, Imnex Group B.V. reserves itself the right to refuse these goods. Rates for the transportation of dangerous goods will be mentioned separately.
10. Imnex Group B.V. will apply a surcharge on the rate mentioned in the offer for arranging the transport of dangerous goods (ADRgoods), taking the country of destination and the ADR classification into consideration.

ADR surcharges:

- a. ADR shipments within the BENELUX: 10% extra charge on the tariffs agreed upon (minimum € 10.00 and maximum € 100.00 per shipment).
- b. ADR shipments to Greece and Scandinavia: on request.
- c. ADR shipments to remaining EU destinations: 10% extra charge on the tariffs agreed upon (minimum € 25.00 and maximum € 250.00 per shipment).
- d. Previous articles do not apply to the transport of ADR Class 1, Class 2 (T, TH, TC, TO, TFC, TOC), Class 4.1 (D, DT, SR2), Class 5.2 (P2), Class 6.2, Class 7 and UN 1790. This is only possible on request.

11. For pick-ups/deliveries with tail lift of shipments > 3,000 kg pay weight, a surcharge of € 75.00 per shipment is applied. Standard durations for these shipments may vary.
12. Maximum weight for shipments to be picked up/delivered with tail lift is 1,000 kg per package.
13. Maximum height of shipments < 3,000 kg pay weight within the Benelux is 240 cm. Outside of the Benelux the maximum height is 220 cm. If these heights are exceeded it is possible that boxes will need to be broken down. For this, additional fees will be charged to you.

Financial:

14.
 - a. The standard payment term is 14 days after invoice date at a maximum credit limit of € 4,500.00 unless otherwise is agreed on.
 - b. Immex Group B.V. reserves to itself the right of allowing certain (legal) entities less or no credit, and/or demanding a shorter payment term.
 - c. Enlargement of the standard payment term and/or the credit limit are to be applied for at Immex Group B.V. prior to a possible co-operation.
 - d. Payment in advance can be required by Immex Group B.V. when the freight payer does not have a VAT number.
 - e. Any possible claims against carriers of Immex Group B.V. will not suspend the payment of invoices of Immex Group B.V.
 - f. Any collection costs resulting from exceeding the agreed payment term and/or credit limit are always fully payable by the freight payer. The European interest rate for late payment is due from the day following the expiry of the payment term.

15.
 - a. Rates are in the currency specified and exclusive of VAT.
 - b. Rates are based on a kilogram, pallet- or loading metre per shipment and are charged in EURO (€).
 - c. The volume calculation will be determined according to the following specifications:
 - - Gross weight (kg) = actual weight
 - - 1 cubic metre (cbm) = 333 kg
 - - 1 loading metre (ldm) = 1,850 kg
 - - 1 euro pallet non stackable (max. 80 x 120 x 250 cm; 740 kg) = 0.4 loading metre
 - - 1 block pallet non stackable (max. 100 x 120 x 250 cm; 925 kg) = 0.5 loading metre
 - Bundles and boxes <240 cm and >25 kg are calculated on the basis of the highest chargeable weight of the gross kg, cbm or loading meter weight.
 - Bundles and boxes <240 cm and <25 kg are calculated on the basis of the highest chargeable weight of the gross kg or cbm weight.
 - Goods with a length of >240 cm and >25 kg are subject to a length surcharge of 25% of the agreed rate for the entire shipment.
 - d. **International specifications:**
 - Goods will be specified in kg, cbm or ldm**
 - For goods shorter than 120 cm and explicitly stated by the client as being stackable, see Article g.
 - The maximum calculation of one column is the minimum calculation of the next.
 - The payable weight in round numbers: <1,000 kg to 10 kg; >1,000 kg to 100 kg.
 - ADR goods will be specified as non-stackable in kg, cbm or ldm**.

**The highest payable weight of kg, cbm or ldm will be calculated.

- e. The distribution in **the Benelux** will be calculated according to the following specifications:
 - The distribution in the Netherlands and Belgium will be calculated in kg, cbm or ldm**.
 - All consignments will be invoiced as non-stackable**
 - The maximum calculation of one column is the minimum calculation of the next.
 - The payable weight in round numbers: <1,000 kg to 10 kg; >1,000 kg to 100 kg.

- ADR goods will be specified as non-stackable in kg, cbm or ldm**.

**The highest payable weight of kg, cbm or ldm will be calculated.

- f. Pallets are stackable when it is physically possible and allowed to stack two similar pallets on top of each other, without increasing the risks of damage during transport and/or cross docking. This is not applicable to shipments in The Benelux.
 - g. For shipments of two pallets or more, a loading meter billing on the basis of pallet spaces (depending on stackability) applies. This means that two stackable euro pallets will be charged on the basis of one pallet space = 0.4 loading meter and two non-stackable pallets for two pallets spaces = 0.8 loading meter.
16. Given transport rates do not include return or recycling of empty packaging, toll, port, ferry charges and/or any future kilometer charges that are imposed by the authorities or by a third party. Imnex Group B.V. reserves itself the right to invoice these charges.
 17. Freight prices and rates are exclusive of fuel surcharge (DOT). The DOT is variable and will be calculated over the freight charges. The DOT-percentage is established monthly and can never be negative.
(source: Shell excluding VAT via www.brandstofprijzen.info/brandstofprijzen-historie.php)
 18. Pallet- Exchange System: this extra service is only available for the Netherlands and Germany. The service can only be offered after permission by Imnex Group B.V.. Extra charges will be invoiced for this service.
 19. Adjustments to rates/costs due to government decisions and/or caused outside our sphere of influence will be charged to you.
 20. The rates charged are based on information with regard to volume and frequency provided by you. If after expiration of a certain period of time the actual data do not match with information provided by you, we reserve the right to adjust the rates to the actual situation.
 21. Proofs of Delivery (POD's) may be claimed no later than 60 business days after the date of shipment. After the 60 days term Imnex Group B.V. will have no other obligation than to try to obtain the POD's. The rates mentioned apply to the forwarding of the POD's as an invoice enclosure as well.
 22. In case a Proof of Delivery cannot be delivered the client does not have the authority to suspend the payment of invoices of Imnex Group B.V..
 23. Protests against the invoice have to be submitted within 8 days after the date of invoice by a written notice specifying the nature of the lack of conformity.
 24. In the event of loss and/or damages during transportation the carrier(s) causing the loss and/or damages is (are) liable. Imnex Group B.V. offers assistance in filing a claim against the carrier(s) involved.
 25. Claims have to be filed in writing and accompanied by invoices, reports of damages and other required documents for settling the claims.
 26. Imnex Group B.V. is never liable for any consequential damages.

Times of loading, discharge and transit times:

27. Times of loading and discharge will be calculated according the following specifications:
 - a. Up to 2.5 loading metres (groupage shipments): max. 30 minutes
Up to 10.0 loading metres (LTL): max. 60 minutes
Up to 13.6 loading metres: max. 90 minutes
 - b. Extra (waiting) time will be calculated and invoiced to the customer at the rate of € 45.00 per hour.
 - c. Transit times (if stated) are in work days, calculated from the day after collection of the goods to the day of delivery at the consignee.
 - d. The stated transit times can deviate during holiday periods.
 - e. The stated transit times only relate to unconditioned pallet goods in curtain sided trailers. For all other kind of merchandise or used materials deviating transit times can be applicable.

Customs merchandise:

28. Extra charges € 45,- preparing Export declaration and € 70,- preparing Transit document
Rates valid for commodities with up to 3 HS codes. Over 3 HS codes additional € 10,-per extra HS code.
29. Advance fee 3% on VAT and duties paid.
30. Costs import customs for non-EU countries only on request. Only applicable on delivery duty paid shipments (DDP).

Other:

31. All-risk insurance for consignments is available only on written request. The insurance premium will be invoiced separately.
32. Imnex Group B.V. is not responsible for providing any additional customs documents.
33. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. Imnex Group B.V. is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.
34. Dutch law applies to all activities performed by Imnex Group B.V..