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Article 1: Definitions

1.1 Carrier

Naval Inland Navigation BV, including its employees, agents, subcontractors, and any third parties appointed by the company to execute the transport services under a contractual agreement.

1.2 Shipper

Any person or entity entering into a transport agreement with Naval Inland Navigation BV to facilitate the carriage of goods on inland waterways.

1.3 Transport Agreement

A legally binding contract between the carrier and shipper outlining the terms, obligations, and conditions for the transport of goods. This includes agreements for loading, unloading, routing, and payment.

1.4 Sub-carrier

Any subcontracted party entrusted by the carrier to carry out part or all of the transport operations. Sub-carriers act under the terms established in the primary agreement.

1.5 Cargo

All goods, products, or materials transported under the transport agreement. This term excludes vessels being towed or pushed and any unauthorized items.

1.6 Recipient

The person or entity authorized to receive the cargo upon delivery.

1.7 Force Majeure

Events or circumstances beyond the reasonable control of either party, including but not limited to natural disasters, strikes, wars, governmental restrictions, or other extraordinary conditions preventing performance under the contract.

1.8 Demurrage

Compensation payable by the shipper to the carrier for delays in loading or unloading exceeding the agreed free time allowance.

1.9 General Average

A principle under maritime law requiring all stakeholders in a sea voyage to proportionately share any losses incurred to safeguard the voyage.

1.10 Transport Documentation

Any documents proving the transport agreement or verifying the receipt or loading of goods, such as bills of lading, freight notes, or electronic confirmations.

1.11 Vessel

Any ship, barge, or inland waterway craft used to carry goods under the transport agreement, equipped to meet technical and regulatory standards.

1.12 Previous Cargo Requirements

Compliance obligations ensuring that vessels are cleaned and prepared to prevent contamination of the current cargo, in accordance with ADN and CDNI standards.

1.13 Written Communication

Includes electronic correspondence (e.g., email, EDI systems) or physical documents. For purposes of these terms, "written" also includes communications preserved for future reference.

1.14 Hazardous Materials

Goods classified under national or international safety regulations (e.g., ADN, CDNI) requiring special handling, transportation, or documentation due to their potential risks.

Article 2: Scope of Application

2.1 General Scope

These General Terms and Conditions apply to all transport services provided by Naval Inland Navigation BV, including the transport of goods on inland waterways.

2.2 Contractual Coverage

These terms govern all agreements related to the carriage of goods, including ancillary services such as storage and transshipment, unless otherwise agreed in writing.

2.3 Priority of Agreements

In the event of a conflict, specific provisions in individual agreements take precedence over these General Terms and Conditions, provided they are agreed upon in writing.

2.4 Legal Framework

These terms are supplemented by the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) for international transport and by Dutch law for domestic operations.

2.5 Acceptance of Terms

By entering into a transport agreement or using the services of Naval Inland Navigation BV, the client acknowledges and accepts these terms as binding.

Article 3: Applicable Law

3.1 Primary Legal Framework

All transport agreements entered into with Naval Inland Navigation BV are governed by Dutch law for domestic operations and the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) for international transport, unless otherwise agreed in writing.

3.2 Jurisdiction

Disputes arising from or related to these terms and agreements shall fall under the exclusive jurisdiction of the courts of Rotterdam, unless explicitly agreed otherwise.

3.3 Mandatory Provisions

In cases where specific provisions of these terms conflict with mandatory legal requirements, the latter shall prevail. However, the remaining provisions of these terms shall remain in full effect.

3.4 Supplementary Law

Where these terms are silent, the applicable provisions of Dutch law or international conventions, such as the CMNI, shall apply to fill any gaps.

3.5 Language and Interpretation

In the event of discrepancies between different language versions of these terms, the English version shall take precedence unless otherwise specified in writing.

Article 4: Execution of Orders

4.1 Obligations of the Carrier

Naval Inland Navigation BV undertakes to execute transport orders with due diligence, ensuring compliance with applicable laws, safety standards, and the agreed terms of the transport agreement. The carrier will provide vessels that are technically sound, properly equipped, and manned by qualified personnel.

4.2 Obligations of the Shipper

The shipper must provide complete and accurate information regarding the nature, quantity, and characteristics of the cargo. This includes, but is not limited to:

- Cargo weight and volume.
- Hazardous material classifications, if applicable (e.g., ADN codes).
- Specific handling or transport requirements.

Failure to provide such information may result in the suspension or cancellation of the transport agreement, with costs borne by the shipper.

4.3 Documentation Requirements

The shipper must supply all necessary transport and customs documentation no later than 48 hours before the scheduled loading time. Incomplete or inaccurate documentation may delay the execution of the order.

4.4 Changes to Orders

Any changes to the order, including amendments to loading or delivery schedules, must be communicated promptly and agreed upon in writing. The carrier reserves the right to adjust terms, including costs, based on such changes.

4.5 Acceptance of Orders

An order is considered accepted only when it has been confirmed in writing by both parties.

Article 5: Right of Cancellation

5.1 Cancellation by the Shipper

The shipper may cancel the transport agreement without penalty if the vessel is not made available by the agreed loading time. Notice of cancellation must be provided in writing within 24 hours of the missed deadline.

5.2 Cancellation by the Carrier

The carrier reserves the right to cancel the agreement if:

- The shipper fails to provide accurate cargo information.
- The cargo is not ready for loading at the agreed time.
- The shipper is in breach of any other contractual obligation.

In such cases, the carrier may charge compensation, including but not limited to demurrage and dead freight costs.

5.3 Partial Cancellation

If only part of the cargo is available for loading, the carrier has the right to either terminate the agreement or proceed with the transport of the partial load, charging the full freight rate.

5.4 Procedure for Cancellation

Cancellations must be communicated in writing or via another method that provides proof of receipt. The agreement is considered terminated upon acknowledgment of cancellation by the receiving party.

Article 6: Force Majeure

6.1 Definition of Force Majeure

Force majeure includes events or circumstances beyond the control of either party, such as:

- Natural disasters (e.g., floods, storms).
- War, terrorism, or civil unrest.
- Government-imposed restrictions or embargoes.
- Strikes or industrial actions not limited to the parties involved.

6.2 Impact on Obligations

In the event of force majeure, the affected party is relieved of its contractual obligations for the duration of the event, provided that:

- Prompt notice is given to the other party, including evidence of the event.
- Reasonable steps are taken to minimize the impact of the force majeure.

6.3 Prolonged Force Majeure

If the force majeure event persists for more than 30 days, either party may terminate the agreement without penalty. Costs incurred during the force majeure period remain the responsibility of the respective parties.

6.4 Excluded Events

Delays caused by the carrier's subcontractors or suppliers are not considered force majeure unless they are caused by events listed in Section 6.1.

Article 7: Vessels and Personnel

7.1 Vessel Standards

The carrier guarantees that all vessels used are compliant with national and international safety regulations, including ADN and CDNI requirements. Vessels must be inspected, maintained, and equipped for the type of cargo specified in the agreement.

7.2 Crew Qualifications

The carrier ensures that all crew members are properly licensed, trained, and capable of performing their duties in accordance with industry standards and legal requirements.

7.3 Inspection Rights

The shipper reserves the right to inspect the vessel before loading to ensure compliance with agreed standards. Any discrepancies must be resolved prior to loading, and the shipper bears the cost of inspections beyond routine checks.

7.4 Vessel Substitution

If the assigned vessel becomes unavailable, the carrier may substitute it with another vessel of equal or greater capability. The shipper must be notified of such changes without undue delay.

7.5 Safety Compliance

Both parties must ensure adherence to safety protocols during loading, unloading, and transit. The carrier reserves the right to issue instructions regarding the safe handling of the cargo, which the shipper must follow.

Article 8: Cargo Description and Handling

8.1 Accurate Cargo Information

The shipper is responsible for providing a precise and detailed description of the cargo, including:

- **Weight and Volume:** Accurate measurements.
- **Hazardous Classification:** UN number, ADN classification, and any other regulatory requirements.
- **Special Handling Needs:** Information about temperature control, ventilation, or other specific conditions.

8.2 Documentation Requirements

The shipper must supply all necessary documentation, including:

- Transport documents (e.g., bill of lading, freight note).
- Customs and safety declarations.
- Safety Data Sheets (SDS) for hazardous materials.

8.3 Liability for Inaccuracies

The shipper is liable for any costs, damages, or delays resulting from incomplete or incorrect cargo information or documentation.

8.4 Inspection Rights

The carrier reserves the right to inspect the cargo to ensure compliance with the agreed description. Any discrepancies may result in refusal to load or additional costs charged to the shipper.

8.5 Prohibited Goods

The shipper shall not offer for transport any prohibited or restricted goods unless expressly agreed in writing.

Article 9: Loading and Discharging

9.1 Responsibility for Operations

The shipper is responsible for ensuring safe and efficient loading operations, while the consignee is responsible for discharging. The carrier supervises these operations to prevent damage to the vessel or cargo.

9.2 Safety Compliance

All parties must adhere to safety protocols during loading and discharging. The shipper must provide suitable facilities and equipment for safe operations.

9.3 Carrier's Instructions

The carrier has the right to issue instructions to ensure the safety of the vessel and cargo. Non-compliance by the shipper or consignee may result in operational delays, with associated costs charged to them.

9.4 Residual Cargo

Any residual cargo must be properly handled according to ADN and CDNI standards. The shipper or consignee is responsible for the removal and disposal of residuals.

9.5 Documentation of Operations

Both parties must document the completion of loading and discharging. Any discrepancies or issues must be noted immediately.

Article 10: Time Counting and Delays

10.1 Calculation of Loading and Discharging Time

Unless otherwise agreed, the duration of the loading and discharging time is calculated based on the **Tankschiff-Transport-Bedingungen (TTB)** applicable at the time the transport is executed.

10.2 Demurrage Charges

In the absence of specific agreements, demurrage charges are calculated on an hourly basis in accordance with the German statutory regulation **"Lade- und Löscheitenverordnung (BinSchLV)"**.

Article 11: Remuneration and Demurrage

11.1 Freight and Additional Charges

Unless otherwise agreed in the transport agreement, the calculation of freight charges, remuneration for additional

services, and demurrage is based on the **Tankschiff-Transport-Bedingungen (TTB)** applicable at the time the transport is executed.

11.2 Deviations from Standard Terms

Any deviations from these terms must be explicitly agreed upon in writing.

Article 12: Liabilities of the Carrier

12.1 Scope of Liability

Naval Inland Navigation BV is responsible for the safe and timely transport of the cargo in accordance with the terms of the transport agreement. The carrier shall exercise due diligence to ensure that vessels are seaworthy, properly equipped, and manned by qualified personnel.

12.2 Exclusions of Liability

The carrier is not liable for:

- Damages or losses caused by force majeure events, including but not limited to natural disasters, war, strikes, or governmental actions.
- Losses arising from inherent defects, natural wastage, or perishable nature of the cargo.
- Damages resulting from incorrect or incomplete information provided by the shipper.

12.3 Notification of Claims

The shipper or consignee must notify the carrier in writing of any damages or losses within seven (7) days of delivery. Failure to notify within this period may result in the forfeiture of any claims.

12.4 Limitation of Liability

Unless otherwise agreed, the carrier's liability is limited in accordance with the applicable provisions of the **Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI)**.

Article 13: Liabilities of the Shipper

13.1 Obligations of the Shipper

The shipper is responsible for ensuring that:

- The cargo is accurately described in the transport documentation.
- The cargo is properly packed, marked, and prepared for safe transport.
- All required customs, safety, and regulatory documentation is provided to the carrier.

13.2 Liability for Non-compliance

The shipper is liable for damages or losses resulting from:

- Inaccurate or incomplete cargo descriptions.
- Failure to disclose hazardous materials or special handling requirements.
- Breach of any statutory or regulatory requirements.

13.3 Indemnification

The shipper agrees to indemnify and hold the carrier harmless against all claims, penalties, or damages arising from non-compliance with the shipper's obligations.

Article 14: Insurance

14.1 Cargo Insurance

The shipper is responsible for ensuring that the cargo is adequately insured against risks such as loss, theft, or damage during transit, unless otherwise agreed in writing.

14.2 Carrier's Insurance

Naval Inland Navigation BV maintains insurance coverage for general liabilities and vessel operations but is not responsible for insuring the cargo unless explicitly agreed in the transport agreement.

14.3 Proof of Insurance

The shipper must provide proof of cargo insurance upon request. Failure to provide such proof may result in suspension of services or additional liability for the shipper.

14.4 Waiver of Liability

If the shipper fails to insure the cargo, the carrier is not liable for any resulting losses or damages.

Article 15: General Average

15.1 Principle of General Average

General Average is declared when extraordinary sacrifices or expenses are made to safeguard the common safety of the vessel and cargo during the voyage. All stakeholders, including the carrier and the shipper, share these costs proportionately.

15.2 Applicable Rules

General Average adjustments and settlements shall be governed by the latest applicable **IVR rules** unless otherwise agreed in writing.

15.3 Obligations of the Shipper

The shipper is obligated to contribute to General Average expenses in proportion to the value of their cargo.

15.4 Adjustments by an Average Adjuster

Claims for General Average shall be adjusted by a certified average adjuster appointed by the carrier. The adjuster's decision is binding on all parties.

15.5 Security for General Average Contributions

The carrier may require a General Average bond or guarantee from the shipper before releasing the cargo.

Article 16: Retention and Lien Rights

16.1 Right of Retention

Naval Inland Navigation BV reserves the right to retain possession of the cargo as security for unpaid freight, demurrage, or other charges arising under the transport agreement. The retention right applies until all outstanding amounts have been settled.

16.2 Lien Rights

The carrier has a lien on all goods transported or held under the agreement for claims arising from the transport, including but not limited to:

- Freight charges.
- Demurrage.
- Additional costs related to the cargo or transport.

This lien extends to all accompanying documentation, such as bills of lading or freight notes.

16.3 Enforcement of Rights

If payment remains outstanding despite written notice, the carrier may sell or dispose of the cargo to recover due amounts. Proceeds from such actions will first be applied to settle the carrier's claims, with any remaining balance returned to the shipper.

16.4 Responsibility for Disputes

Any third-party claims to the retained cargo must be resolved directly with the shipper. Naval Inland Navigation BV is not liable for disputes regarding ownership or third-party interests.

Article 17: Payment Terms

17.1 Payment Obligations

Invoices issued by Naval Inland Navigation BV must be paid in full within thirty (30) days of the invoice date, unless otherwise agreed in writing.

17.2 Currency and Bank Charges

Payments must be made in the currency specified in the transport agreement. All bank charges or fees associated with the payment are the responsibility of the payer.

17.3 Late Payments

Late payments incur interest at the rate of 1.5% per month or part thereof, starting from the due date. Additionally, the shipper is liable for all legal and administrative costs incurred in recovering overdue payments.

17.4 Disputes Over Invoices

Disputes regarding invoiced amounts must be submitted in writing within seven (7) days of receipt. Disputing an invoice does not relieve the shipper of the obligation to pay undisputed amounts.

17.5 Right to Offset

The shipper may not offset payments due under the transport agreement against any claims or counterclaims unless expressly agreed by the carrier in writing.

Article 18: Dispute Resolution

18.1 Jurisdiction

All disputes arising under or in connection with the transport agreement shall fall under the exclusive jurisdiction of the courts of Rotterdam, the Netherlands, unless otherwise agreed in writing.

18.2 Governing Law

The transport agreement and these terms are governed by Dutch law and, where applicable, the **Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI)**.

18.3 Amicable Resolution

Parties are encouraged to resolve disputes amicably through negotiation or mediation before pursuing legal action.

18.4 Arbitration Option

At the carrier's discretion, disputes may be referred to arbitration under the rules of the **International Chamber of Commerce (ICC)**. Arbitration proceedings will be conducted in Rotterdam and in English.

Article 19: Final Provisions

19.1 Entire Agreement

These General Terms and Conditions, together with any specific agreements, constitute the entire understanding between the parties. Any prior agreements or understandings not expressly included are superseded.

19.2 Amendments

Any amendments to these terms must be agreed upon in writing by both parties.

19.3 Severability

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19.4 Language and Precedence

These terms are available in multiple languages. In the event of discrepancies between versions, the English version shall prevail unless otherwise agreed in writing.

19.5 Notices

All formal notices and communications under the transport agreement must be sent in writing to the designated addresses of the parties.