

GENERAL CONDITIONS OF THE ANTWERP SHIPPING FEDERATION.

(approved by the Statutory General Assembly of 16th March 1999)

I. GENERAL PRINCIPLES.

A. The present General Conditions of the Antwerp Shipping Federation apply to both the ship's agent and shipbroker.

Their functions consist of rendering all the required services to the shipowners they represent.

B. Ship's agents/shipbrokers are only responsible for the damages and/or losses resulting from their own serious mistake. The responsibility of ship's agents/shipbrokers will cease one year after the day the loss or the damage occurred. The ship's agent's liability will, however, be limited, at the most, to an amount equivalent to the remuneration due to the ship's agent for the proper execution of the assignment concerned.

C. 1/- For all operations carried out by ship's agents/shipbrokers, not normally falling within their activities such as stevedoring, forwarding, warehousing, customs clearance, through-forwarding, sampling, checking, etc., the conditions governing these branches of activity (tabled and/or approved by the competent professional organization) will be applicable. In the event of contradiction between the said conditions and the present ones, the provision most favourable to the ship's agents/shipbrokers will be applied.

2/- All information and communications are given by ship's agents/shipbrokers to shipowners or to third parties to the best of their knowledge, without them being responsible however for their accuracy.

3/- The invoices made out by the ship's agents/shipbrokers are to be settled upon receipt thereof. In default of payment, interest on overdue payments, at the rate of 1 % per month will, ipso jure and without prior notice of default, be due on all outstanding debts.

4/- Ship's agents/shipbrokers do not accept any responsibility for the proper collection of reimbursements, unless otherwise agreed. In this case, ship's agents/shipbrokers will be entitled to appropriate remuneration.

5/- Subject to agreements to the contrary, the forwarding agents/shippers, unless they express the wish, no later than the day before shipment, to pay in the tariff currency and unless this payment is made within 48 hours of the vessel's departure, will pay for the shipment in euros.

6/- Ship's agents/shipbrokers cannot be held responsible for the mutilations, confusion, delays or disappearance occurring when using the transmission services, such as post, radio, telephone, teleprinter, telegraph, fax or e-mail. They are not responsible for any misunderstanding resulting from the use of a language other than the four following languages : Dutch, French, German and English.

7/- Ship's agents/shipbrokers are not responsible for the consequences of war, dangers of war, acts of princes troubles, any strikes whatsoever, official or not, lock-outs,

boycotts, sabotage, atmospheric disturbances, the congestion of a port and comparable cases liable to influence the normal exercise of their activities.

D. The agreements between ship's agents/shipbrokers, shipowners, and third parties are governed by Belgian law.

II. CONDITIONS GOVERNING THE RELATIONS BETWEEN SHIP'S AGENTS/SHIPBROKERS AND THIRD PARTIES.

A. All offers emanating from ship's agents/shipbrokers are made for account of their principals and are always without engagement.

B. Ship's agent/shipbrokers are not responsible for the goods delivered for shipment/goods that are unloaded. All costs and risks due to the stay of the merchandise before or after shipment are for account of the merchandise (i.e. the third parties). Cargo reception is effected by a wharfinger named by the ship's agent/shipping company and acting for account, risks and cost of the merchandise, within the framework of the regulation regarding the landing charges (Antwerp landing clause) of the Antwerp Shipping Federation.

C. The sailing and arrival dates of the vessels and their berths given by ship's agents/shipbrokers, are always made subject to unforeseen circumstances and without guaranteeing the dates.

D. The total or part shipment of cargo may always be refused and especially in the following cases :

- total or part absence of the required documents;
- doubt as to the exact nature of the merchandise and of its dangerous nature;
- incomplete or indefinite declaration of the nature of the merchandise;
- lack of suitable space on board the vessel.

E. Ship's agents/shipbrokers are not responsible for the payment and the proper execution of instructions or orders they may pass to third parties for account of their principals. All payments resulting from such instructions or such orders, made by ship's agents/shipbrokers will be considered as an advance recoverable at any time as long as ship's agents/shipbrokers have not received the full reimbursement from their principals.

F. The responsibility of ship's agents is not involved, either from the point of view of the proper execution or the payment, for all works executed by sub-agents (wharfingers, stevedores, sworn weighers and measurers, carriers, warehousemen, etc.) or for the damage which might have been caused by the latter.

III. CONDITIONS GOVERNING THE RELATIONS BETWEEN SHIP'S AGENTS AND SHIPOWNERS.

A. The appointment of a ship's agent authorizes him to exercise all activities and render all the usual services, in particular those enumerated in clause 3 of the Standard Liner and General Agency Agreement.

- B. The remuneration is governed by clause 5 of the Standard Liner and General Agency Agreement, which applies to all Belgian ports and of which the present Conditions form part and parcel.
- C. Should a ship's agent act simultaneously as authorized agent of the Owners and the Charterers, each of them have to remunerate the agent according to the provisions of the Standard Liner and General Agency Agreement and/or the scale of Agency Fees of the "Nationale Federatie der Verenigingen van Scheepsagenten en -makelaars van België - NAVES, V.Z.W."
- D. During, before as well as after the execution of the services entrusted to them, ship's agents may ask either a guarantee or an advance for the payment of sums they disburse. They will not be obliged to make any payment on behalf of the shipowner as long as they have not obtained the guarantee or the advance requested. Ship's agents will claim an interest of 1 % per month on the amount paid out, should they not have received the advance requested.
- E. Ship's agents are entitled to keep in their possession goods or funds meant for or originating from the shipowner, not exceeding the amounts due to them. They are likewise authorized to deduct the amounts due to them from the sums they owe the shipowner.
- F. The costs charged on the payment of sums to the shipowner or for his account to third parties, or from the shipowner to ship's agents, are for account of the shipowner.
- G. The sums due to ship's agents, expressed in foreign currencies, will be payable at their own choice, either in the legal foreign currency concerned, in euros. The rate of exchange will be determined in conformity with the latest text of the Common Recommendation of the Committee of European National Shipowners Associations (Censa) and the Shippers' Councils in this regard (Recommendation number 11 on Currencies, Devaluation, Revaluation, Rates of Exchange).
In case the above-mentioned recommendation cannot be applied and/or in the absence of a special agreement, the rate of exchange will be as follows :
Incoming traffic : application of the rate of exchange of the working day prior to the vessel's clearing day.
Outgoing traffic : application of the rate of exchange of the working day prior to the vessel's first loading day.
The rate of exchange to be applied is the middle rate, as fixed daily by the European Central Bank.
Ship's agents are not responsible for exchange losses on any sums held for account of the shipowner or which they have to receive or pay.
- H. Ship's agents are never obliged to give to third parties securities or guarantees for the shipowners. For all guarantees or securities they may give for account of and at the request of the shipowners, ship's agents will claim reimbursement of the costs they have incurred as well as a remuneration to be fixed by agreement.
- I. Ship's agents are not responsible for the repayment of the sums due to the shipowner, if the option to allow credit to third parties has been agreed by the shipowner.

- J. Shipowners will be responsible to ship's agents for all the engagements which are entered into by the master and the crew of the vessel or any other agent of the shipowners to whom ship's agents give their services, and for all orders emanating from the master and the crew and the shipowners' office. Ship's agents have no judgement on the competence of the person who has given the instructions.

- K. Shipowners have to repay to ship's agents all sums and fines paid by or due by the latter in the carrying out of their work, whether instructions have been given by shipowners or not.

- L. All litigation between shipowners and ship's agents will be submitted to arbitration at Antwerp. Insofar as the parties engaged in this dispute do not reach agreement concerning the designation of 1 single arbitrator, each of them will appoint an arbitrator. These two arbitrators will appoint a third one, who will act as Chairman. These three arbitrators can be chosen from a list of barristers, previously drawn up by the Antwerp Shipping Federation. If the two arbitrators cannot agree on the choice of the third, he will be appointed by a draw from the list. The three arbitrators will form a committee. They are exempt from all legal formalities, except those which are compulsory by law and render their award in the last resort, without appeal nor cassation nor civil memorial, nor any other remedy at law, except in the cases dealt with in Art. 1704 of the law of 4/7/'72 approving the European Convention containing uniform law concerning arbitration, signed at Strasbourg on 20/11/'66 and introducing into the Belgian judicial code a 6th part concerning arbitration, published in the Belgian Statute Book of 8/8/'72.