PORT SHUTTLE

RATES | 2021

PORT SHUTTLE

PortShuttle offers two services:
(1) organize the exchange of containers between terminals in the Port of Rotterdam and (2) provide management services to rail operators for train call(s) in the Port of Rotterdam.

EFFICIENT NETWORK

PortShuttle aims to create an efficient network of exchange possibilities between terminals in the Port of Rotterdam and optimize use of capacity for all parties involved and in particular for the partners and customers of PortShuttle. Therefore, PortShuttle combines its two services into the concept known as the Virtual PortShuttle System. PortShuttle constantly seeks opportunities to team up with partners in order to add extra rail services to the Virtual PortShuttle System.

Personal contact is our top priority and we are happy to assist you every day. Port work remains people's business for us.

Given the many companies involved in the supply chain transparent communication between all parties is essential. At PortShuttle we believe in the power of personal contact. If there is a problem, we will always assist you personally to fix the problem. Fast, effective and friendly.

WE TAKE IT FURTHER

We are happy to go the extra mile for you. We continue working after general office hours. Getting your container to the right terminal is our daily target. We are proud that a growing amount of operators, shippers and logistic service providers are using PortShuttle with satisfaction.

PORTSHUTTLE FORWARDING RATES 2021

RATE PER CONTAINER EX TERMINAL HANDLING CHARGES (SINGLE TRIP)

RAIL EXCHANGE	RSC - MVT	CTT-R - MVT	MVT - MVT
20ft < 15 ton gross	€ 52,50	€ 52,50	€ 52,50
20ft > 15 ton gross	€ 64,50	€ 64,50	€ 64,50
40 ft	€ 64,50	€ 64,50	€ 64,50
MVT terminals: ECT, EMX, APMT-MVII, RWG; APM-R through ECT			

SURCHARGES	
Dangerous goods	€ 3,50 per container
Cancellation <24 hours	50% of invoice

CONTACT

+31 (0)10 312 5020
operations@portshuttle-rotterdam.com
www.portshuttle-rotterdam.com

All PortShuttle offers, agreements, contracts and services are subject to our General Terms and Conditions that can be consulted free of charge on our website.

TRUCK EXCHANGE RATES 2021

RATE PER CONTAINER EX TERMINAL HANDLING CHARGES (SINGLE TRIP)

TRUCK EXCHANGE	RATE
Maasvlakte - Maasvlakte (weekdays)	€ 110,00
Maasvlakte - Maasvlakte (weekends)	€ 125,00
Maasvlakte - Europoort	€ 125,00
Maasvlakte - Botlek	€ 150,00
Maasvlakte - Pernis	€ 150,00
Maasvlakte - Waalhaven	€ 150,00
Waalhaven - Waalhaven	€ 110,00
Waalhaven - Botlek	€ 110,00
Rotterdam - Antwerp	€ 250,00

SURCHARGES	
Dangerous goods	€ 3,50 per container
Cancellation <24 hours	50% of invoice

PortShuttle cannot be held responsible or liable for any costs and surcharges related to the trucking of the container. Any additional costs and surcharges (e.g. waiting time, labels) will be passed on.

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TERMINAL HANDLING RATES 2021

STANDARD HANDLING RATES (INVOICED BY TERMINALS TO PORTSHUTTLE)

RSC ROTTERDAM	
Single Handling	€ 24,00
Surcharge containers containing dangerous goods (single handling)	€ 5,25
For all other RSC related rates and sucharges please check page 7	
CTT ROTTERDAM*	
Single Rail Handling	€ 21,50
Single Truck Handling	€ 19,00
Single Barge Handling	€ 30,00
For all other CTT Rotterdam related rates and sucharges please check page 8 *CTT Rotterdam will charge terminal costs directly to the customer	
ECT DELTA / EUROMAX	
Single landside Handling (including energy charge surcharge)	€ 37,75
For all other ECT Delta and Euromax related rates and sucharges please check page 9	
APMT-MVII	
Rail in - Rail out	€ 63,50
Truck in - Rail out v.v.	€ 74,50
Barge in - Rail out v.v.	€ 85,00
For all other APMT-MVII related rates and surcharges please check page 10	

PortShuttle cannot be held responsible or liable for any costs and surcharges related to the handling of the container at the terminal (e.g. storage costs, internal transport). Any costs arising from the handling of the container at the terminal will be passed on. PortShuttle will charge € 15 administration fee per invoice.

Port of Rotterdam

RAIL SERVICE CENTER ROTTERDAM

RATES FOR PORTSHUTTLE 2021

STORAGE

The first 4 days are free of charge (including the arrival or departing day).
* Surcharge of € 15,68 after the free period

20ft	The next 2 calender days	€ 6,54 *
	Every next dat	€ 13,07
30ft	The next 2 calender days	€ 9,94 *
	Every next dat	€ 19,86
40ft	The next 2 calender days	€ 13,07 *
	Every next dat	€ 26,14
45ft	The next 2 calender days	€ 14,64 *
	Every next dat	€ 29,27

Non-stackables

Swapbody	The next 2 calender days	€ 13,07 *
	Every next dat	€ 26,14
Trailers	The next 2 calender days	€ 26,14 *
	Every next dat	€ 26,14

Additional Deposit Rates Dangerous Cargo

Starting the 7th calender day (including the day of entry), an additional charge will be charged for each day this unit is on the terminal

The next 4 calender days	per day	€ 13,07
The next calender day	per day	€ 52,28
Every next day	per day	€ 104,55

TRANSPORT (ITT)

RST-South	€ 33,63
RST-North	€ 52,80
Kramer City	€ 33,63
MRT (former SCA)	MRT will charge carrier

ADDITIONAL SERVICES

Reefer-connections (per unit) *	
Per weekday (or part thereof)	€ 36,08
Surcharge: Saturday, Sunday and (Dutch) Public holidays (per day or part thereof)	€ 21,99
Miscellaneous (per unit)	
Extra move in case of below Correcting of any incompleteness of a unit with Dangerous Cargo (f.e. missing labels, insufficient pre-information, etc.)	€ 47,84
Photo request (per unit)	€ 50,00

* Reefer containers will only be connected on the electrical power supply after receipt of a written order by your company or your local agent

SURCHARGES

Handling with chains (off-standard units)	€ 47,84
Handling of units containing Dangerous Cargo (full cycle)	€ 10,46
Road - Road units	standard handling rate + extra move

PLEASE NOTE

- RSC Rotterdam has a license to store units containing Dangerous Cargo for a maximum period of 14 days (environmental regulation).
- The Rail Operator of the departing train from RSC Rotterdam, will be charged for the deposit and all other terminal costs at the agreed rates;
- Rail – Rail units, the handling will be charged for 50% to the inbound operater and for 50% to the outbound operator;

PortShuttle cannot be held responsible or liable for any costs and surcharges related to the handling of the container at the terminal (e.g. storage costs, internal transport). Any costs arising from the handling of the container at the terminal will be passed on.

For invoices other than handling invoices PortShuttle will charge €15 administration fee per invoice.

CTT ROTTERDAM

RATES FOR PORTSHUTTLE 2021

STORAGE

Storage non ADR as day 2 and further (each calendar day)

20ft	€ 4,00
>20ft up to end including 30ft	€ 6,00
40ft	€ 8,00
45ft	€ 9,50

Storage ADR as day 2 and further (each calendar day)

20ft	€ 8,00
>20ft up to end including 30ft	€ 11,00
40ft	€ 15,00
45ft	€ 16,50

ADDITIONAL SERVICES

Reefer: electricity charges per day and/or part of it	€ 25,00
Bolt seal - each	€ 7,50
Reefer surcharge per calendar day	€ 25,00

PLEASE NOTE

- CTT Rotterdam will invoice terminal charges directly to the customer

PortShuttle cannot be held responsible or liable for any costs and surcharges related to the handling of the container at the terminal (e.g. storage costs, internal transport). Any costs arising from the handling of the container at the terminal will be passed on.

For invoices other than handling invoices PortShuttle will charge €15 administration fee per invoice.

ECT DELTA & EUROMAX

RATES FOR PORTSHUTTLE 2021

STORAGE

Storage of containers, rates are per TEU, per day or part thereof

First 7 days 1st day free for full landside cycles	€ 5,50
Next 7 days	€ 10,00
Thereafter	€ 20,00

Surcharges

Storage of IMO 1, 5.2 and 7 and out of gauge containers, to the relevant rate	100%

TRANSPORT (ITT)

Internal transport at ECT Delta terminal, per container upon request and pending availability	€ 55,00

ADDITIONAL SERVICES

Shifting of containers	
Shifting containers from a rail wagon to another position on the train, per container	€ 51,00
Additional	
(Re)placing IMDG labels on rail containers, per container includes discharging and reloading of container, removal of old IMDG labels, attaching of new IMDG labels, 4 IMDG labels and all associated administrative tasks	€ 57,50
Additional IMDG labels, per label	€ 5,00
Manual processing of Customs documents, per container or document - Upload via ECT.nl (myterminal.ect.nl/upload-customs-documents), online payment - Physical documents at ECT's truck service counters, card payment	€ 17,50
(Re)placing IMDG labels on rail containers not loaded at ECT, to the relevant rate	100%

SURCHARGES

Handling of IMO classified 1, 5.2 and 7 and out of gauge containers, to the relevant rate	100%

PLEASE NOTE

PortShuttle cannot be held responsible or liable for any costs and surcharges related to the handling of the container at the terminal (e.g. storage costs, internal transport). Any costs arising from the handling of the container at the terminal will be passed on.

For invoices other than handling invoices PortShuttle will charge €15 administration fee per invoice.

APMT-MVII

RATES FOR PORTSHUTTLE 2021

STORAGE

Storage of containers, rate per day per container

First two days	Free
Days three (3) to fourteen (14)	€ 8,82
Days fifteen (15) to twenty (20)	€ 23,03
Days beyond twenty (20)	€ 35,27

Storage of Hazardous containers, rate per day per container

First day	Free
Days two (2) to fourteen (14)	€ 16,03
Days fifteen (15) to twenty (20)	€ 33,12
Days beyond twenty (20)	€ 65,19

ADDITIONAL SERVICES

Inspection Zone Rate per move[1]	€ 64,12
Customs Scan Rate (internal scan) per move	€ 128,24
Specials Area Move Rate per move[2]	€ 58,78

Reefer Charge per calendar day (or part thereof)[3] per day per container

First (1) day	€ 53,43
Second (2) day	Free
Days beyond three (3)	€ 26,25

Rate per liter of fuel (for gensets)[4]	€ 1,22
Data Retrieval Rate per request	€ 27,02
Reefer Container Setting Charge per request	€ 29,39
Rate per genset (mount/dismount) per move	€ 160,29

SURCHARGES

Overtime surcharge: A surcharge of 25% applies to all moves conducted between Friday 2300 and Sunday 2300 and between 2300 on the day prior to all official Dutch public holidays to 0715 on the day after all official Dutch public holidays.

PLEASE NOTE

PortShuttle cannot be held responsible or liable for any costs and surcharges related to the handling of the container at the terminal (e.g. storage costs, internal transport). Any costs arising from the handling of the container at the terminal will be passed on.

For invoices other than handling invoices PortShuttle will charge €15 administration fee per invoice.

1) Includes move from Yard to Inspection Zone and back to Yard
2) Includes one-way move to Specials Area
3) Reefer Charge per calendar day only applies if Reefer container has to be connected and includes container storage, container monitoring, electricity and connection or disconnection of Reefer container
4) Terminal Operator shall have the right to adjust the rate per liter of fuel in case the fuel price of the supplier increases or decreases with more than five (5) percent

FORWARDING CONDITIONS PORTSHUTTLE ROTTERDAM B.V.

BASED ON THE GENERAL CONDITIONS OF THE FENEX (NETHERLANDS ASSOCIATION FOR FORWARDING AND LOGISTICS)

APPLICABILITY

Article 1

1. These general conditions shall apply to any form of service which Portshuttle Rotterdam B.V. (herinafter: "the forwarder") shall perform. The party ordering the forwarder to carry out operations and activities shall be considered the forwarder's principal, regardless of the agreed mode of payment.
2. The forwarder may at any time declare applicable provisions from the conditions stipulated by third parties with whom he has made contracts for the purpose of carrying out the orders given to him.
3. The forwarder may have his orders and/or the work connected therewith carried out by third parties or the servants of third parties. In so far as such third parties or their servants bear statutory liability towards the forwarder's principal, it is stipulated on their behalf that in doing the work for which the forwarder employs them they shall be regarded as solely in the employ of the forwarders. All the provisions (inter alia) regarding non-liability and limitation of liability and also regarding indemnification of the forwarder as described herein shall apply to such persons.
4. Instructions for delivery C.O.D., against banker's draft etc., shall be deemed to be forwarding work.

CONTRACTS

Article 2

1. Principal may order forwarding services through the Web Portal of the website www.portshuttle-rotterdam.com
2. An order is deemed accepted upon order acknowledgement by the forwarder. An order can be acknowledged either in writing or by any data processing instrument.
3. An order accepted by the forwarder is an agreement as referred to in article 8:60 of the Dutch Civil Code.
4. By ordering services through the Web Portal of the website www.portshuttlerotterdam.com the principal accepts the applicability of these forwarding conditions.

Article 3

1. If the forwarder charges all-in or fixed rates, as the case may be, these rates shall be deemed to include all costs that in the normal procedure of handling the order are for the account of the forwarder.
2. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, cost of preparing bank guarantees and insurance premiums.
3. For work of a special nature, unusual job or work requiring a special amount of time or effort, an additional reasonable amount may at all times be charged.

Article 4

1. In the event of loading and/or unloading time being inadequate - regardless of the cause thereof - all costs resulting therefrom, such as demurrage, etc., shall be borne by the principal, even when the forwarder has accepted the bill of lading and/or charter party from which the additional costs arise without protestation.
2. Expenses of an exceptional nature and higher wages arising whenever carriers by virtue of any provision in the shipping documents load or unload goods in the evening, at night, on Saturdays or on Sundays or public holidays, shall not be included in the agreed prices, unless specifically stipulated. Any such costs shall therefore be refunded by the principal to the forwarder.

Article 5

1. Insurance of any kind shall be arranged only upon specific instructions in writing at the principal's expense and risk. The risks to be covered shall be clearly stated. A mere statement of the value is not enough.
2. If the forwarder has taken out any insurance in his own name he shall be bound - if so requested - only to transfer his claims against the insurer to his principal.
3. The forwarder shall not be responsible as regards the choice of the insurer and the latter's solvency.
4. When the forwarder uses derricks and any other such equipment for carrying out his orders he shall be entitled to take out insurance at his principal's expense to cover the forwarder's risk arising through the use of such equipment.

Article 6

The supplying to the forwarder of data required for customs formalities shall not automatically imply an order to perform such formalities.

PERFORMANCE OF THE CONTRACT

Article 7

If the principal has not given any specific instructions with his order, the mode and route of transport shall be at the forwarder's option and the forwarder may at all times accept the documents customarily used by the firms with which he contracts for the purpose of carrying out his orders.

Article 8

1. The principal shall ensure that the goods are tendered at the agreed place and time.
2. The principal shall ensure that the documents required for receipt and for despatch, as well as the instructions, are in the forwarder's possession in proper time.
3. The forwarder shall not be obliged but shall be entitled to investigate whether the specifications stated to him are correct and complete.
4. In the absence of documents, the forwarder shall not be obliged to receive against a guarantee. Should the forwarder furnish a guarantee, he shall be saved harmless by his principal from and against all the consequences thereof.

Article 9

1. All operations such as inspecting, sampling, taring, tallying, weighing, measuring etc., and receiving goods subject to appraisal by a court-appointed expert shall take place only on the principal's specific instructions and upon reimbursement of the costs thereof.
2. Nevertheless, the forwarder shall be entitled, but not obliged, on his own authority and at his principal's expense and risk to take all such action as he deems necessary in the principal's interest.
3. The forwarder shall not act as an expert. He shall in no way be liable for any notification of the state, nature or quality of the goods; nor shall he be under any obligation to ensure that the shipped goods correspond with the samples.

Article 10

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LIABILITY

Article 11

1. All operations and activities shall be at the principal's expense and risk.
2. Without prejudice to the provisions of Article 16, the forwarder shall not be liable for any damage whatsoever, unless the principal shall prove that the damage has been caused by intentional fault or gross negligence on the part of the forwarder or the latter's servants.
3. The forwarder's liability shall in all cases be limited in accordance with Article 8:73 of the Duch Civil Code. The forwarder shall not be liable for lost profit, consequential loss, and pain and suffering.
4. The loss to be indemnified by the forwarder shall never exceed the invoice value of the goods, to be proved by the principal, in default whereof the market value – to be proved by the principal – at the time when the damage has occurred shall apply. The forwarder shall not be liable for lost profit, consequential loss, and pain and suffering.
5. If during the execution of the order damage occurs for which the forwarder is not liable, the forwarder shall make efforts to recover the principal's damage from the party that is liable for the damage. The forwarder shall be entitled to charge to the principal the costs incidental thereto. If so requested, the forwarder shall waive in his principal's favour his claims against third parties engaged by him for the purpose of carrying out the order.
6. The principal shall be liable towards the forwarder for any damage as a consequence of the (nature of the) goods and the packaging thereof, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to tender the goods or not doing so in time at the agreed place and time, as well as the failure to supply -- or to do so in time -- documents and/or instructions, and fault or negligence in general on the part of the principal and the latter's servants and third parties called in or engaged by him.
7. The principal shall indemnify the forwarder against third-party claims connected with the damage referred to in the foregoing paragraph, such third parties including servants of both the forwarder and the principal.
8. Even where all-in or fixed rates, as the case may be, have been agreed, the forwarder, who is not a carrier, shall be liable under the present conditions and not as a carrier.

Article 12

To be regarded as force majeure are all circumstances which the forwarder could not reasonably avoid and the consequences of which the forwarder could not reasonably prevent.

Article 13

1. In the event of force majeure, the contract shall remain in force; the forwarder's obligations shall, however, be suspended for the duration of the event of force majeure.
2. All additional costs caused by force majeure, such as carriage and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance, removal, etc., shall be borne by the principal and shall be paid to the forwarder at the forwarder's initial request.

Article 14

1. The mere statement by the principal of a time for delivery shall not be binding upon the forwarder.
2. The forwarder does not guarantee arrival times, unless agreed otherwise in writing.

Article 15

If the carriers refuse to sign for number or weight of pieces or items etc., the forwarder shall not be liable for the consequences thereof.

IMPERATIVE LAW [ARTICLES 8:61-63 DUTCH CIVIL CODE]

Article 16

1. If the goods are not delivered without delay at the place of destination in the state in which they were tendered, the forwarder, in so far as he has carried out a contract of transport himself which he was to conclude with a third party, is obliged to notify this forthwith to the principal who has notified him of the damage.
2. If the forwarder fails to make notification as referred to in the first paragraph and if as a result thereof he has not been called upon as a carrier in time, he shall, in addition to being liable for payment of the further damage sustained by the principal as a result thereof, be liable to pay compensation equal to the damages he would have had to pay, if he had been called upon as a carrier in time.
3. If the goods are not delivered without delay at the place of destination in the state in which they were tendered, the forwarder, in so far as he has not carried out a contract of transport himself which he was to conclude with a third party, is obliged to inform the principal forthwith which contracts of transport he has entered into to fulfil his obligation. He is also obliged to put at the disposal of the principal all documents in his possession or which he can reasonably supply, at any rate in so far as they may be used to claim damages sustained.
4. As from the point of time at which he informs the forwarder unequivocally that he wishes to exercise such rights and powers, the principal shall obtain as against the party with whom the forwarder has conducted business the rights and powers to which he would have been entitled if as a shipper he had concluded the contract himself. He shall be free to take legal action in this matter if he submits a statement to be issued by the forwarder - or in case the forwarder has gone into compulsory liquidation, by the forwarder's liquidator - that between him and the forwarder with respect to the goods a contract for the carriage thereof was concluded.
5. If the forwarder fails to comply with an obligation as referred to in the third paragraph, he shall, in addition to being liable for payment of the further damage sustained by the principal as a result thereof, be liable to pay compensation equal to the damages which the principal would have received from him if he himself had carried out the contract concluded by him, less the damages which the principal may have received from the carrier.

PAYMENT

Article 17

1. Subject to the forwarder's right to demand pre-payment if the forwarder finds reason to do so, the principal must pay the invoice within 30 (thirty) calender days after the invoice date. Payments must be done through a deposit to a bank account stated by Portshuttle Rotterdam B.V. The agreed remuneration and other resulting costs, freights, rights, etc., ensuing from the contract and/or these conditions, shall also be due if in the performance of the contract damage has occurred.
2. The forwarder shall be entitled to make a credit limit charge.
3. If the principal does not pay within the payment term, the forwarder shall be entitled to charge the legal interest in conformity with Articles 6:119 or 6:119a Dutch Civil Code.
4. In the event of cancellation or dissolution of the contract, all claims of the forwarder, with the inclusion of future claims, shall become due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if:
   - the principal is involuntarily wound up, the principal applies for suspension of payment or otherwise loses the unrestricted disposition over his assets;
   - the principal offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to the forwarder, ceases to trade or - where the principal is a legal entity or a corporate body - if the legal entity or the corporate body is dissolved.
5. The principal shall be reason of the forwarding contract and upon demand by the forwarder provide security in the form of a bond with sureties for any amount for which the principal is or may be indebted to the forwarder. The principal is also so obliged where he already has to provide or has provided security in the form of a bond with sureties in connection with the amount owed.
6. The forwarder shall not be obliged out of his own means to provide security in the form of a bond with sureties for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand to provide security in the form of a bond with sureties shall be borne by the principal. If the forwarder has provided security in the form of a bond with sureties out of his own means, he may demand that the principal pay the amount for which security has been provided security in the form of a bond with sureties.
7. The principal shall at all times be obliged to indemnify the forwarder for any amounts to be levied or additionally demanded by any authority in connection with the order, as well as any related fines imposed upon the forwarder. The principal shall also reimburse the said amounts to the forwarder if a third party called in by the forwarder demands payment within the framework of the forwarding contract.
8. The principal shall at all times indemnify the forwarder for any amounts as well as for all additional costs that may be claimed or additionally claimed from the forwarder in connection with the order as a result of incorrectly charged freight rates and costs.
9. The principal shall not be entitled to apply any set-off in respect of sums charged by the forwarder to the principal under any contract existing between them.

Article 18

1. Cash payments shall be deemed in the first place to have been made on account of non-preferential debts, regardless of whether any other instructions were given at the time of payment.
2. If legal proceedings or other means are resorted to in the event of overdue payment, the amount of the indebtedness shall be increased by 10% for clerical expenses, while the legal and other costs shall be borne by the principal up to the amount paid by or due from the forwarder.

Article 19

1. With respect to all claims he has or may at any time have against the principal and/or the owner, the forwarder shall have a pledge and a lien on all goods, documents and moneyswhich he holds or will hold in his possession whatever the reason and the purpose thereof may be, as against any party requiring their delivery. If the goods are forwarded on, the forwarder shall be entitled to collect the sum due on subsequent delivery or draw a bill therefor with the shipping documents annexed.
2. The forwarder may also exercise the rights granted to him in paragraph 1 for that which the principal was owing to him with respect to previous orders.
3. The forwarder is also authorized to exercise the rights granted to him by virtue of paragraph 1 for any amount(s) payable by way of delivery C.O.D. in respect of the goods.
4. Failing payment of the amount due the security shall be sold as provided by statute or - if so agreed - by private sale.

FINAL PROVISIONS

Article 20

No legal or arbitration proceedings shall be taken against third parties by the forwarder unless he states his readiness to take the same at the principal's request and expense.

Article 21

1. Without prejudice to the provisions of paragraph 5 of this Article, all claims shall be barred by the mere lapse of a period of nine months.
2. All claims against the forwarder shall be barred by the mere lapse of a period of eighteen months.
3. The terms mentioned in paragraphs 1 and 2 shall commence on the day following the day on which the claim has become due and payable or the day following the day on which the prejudiced party had knowledge of the loss. Without prejudice to the preceding provisions, the said terms shall commence on the day following the day of delivery with respect to claims regarding damage to, decrease in value or loss of the goods. The day of delivery shall be understood to be the day on which the goods are delivered from the means of transport or, if they have not been delivered, the day on which they should have been delivered.
4. In case any public authority or third parties as referred to in paragraph 7 of Article 17 claim payment from the forwarder, the term mentioned in paragraph 1 of this Article shall commence on the first of the following days:
   - the day following the day on which payment is claimed from the forwarder by any public authority or third party;
   - the day following the day on which the forwarder has settled the claim existing against him.

   If the forwarder or a third party called in by the forwarder as referred to in Article 17, par. 7 has submitted an administrative objection and/or lodged an administrative appeal, the period specified in paragraph 1 shall commence on the day following the day on which the decision on the administrative objection and/or the administrative appeal has become final.
5. If after the term of prescription a third party claims payment of the amount due and payable by either parties, a new term of prescription - of three months - commences, unless the situation referred to in paragraph 4 of this Article occurs.

Article 22

All contracts to which the present conditions apply shall be governed by Dutch law.

DISPUTES

Article 23

All disputes arising from or related to offers and agreements to which these Forwarding Conditions apply shall be settled by the competent court in Rotterdam. Forwarder shall, however, still be entitled to present disputes to a court which would have jurisdiction to hear disputes between the parties without the provisions in the previous sentence.

PORT SHUTTLE

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