



General storage conditions for inland navigation

In Stichting Vervoeradres, established in 1946, the following bodies work together:

evofenedex, Shippers Association for companies in trade and manufacturing

CBRB, Dutch Central Office for Rhine and Inland Navigation

Koninklijke BLN-Schuttevaer, Dutch Association for Inland Navigation

Transport en Logistiek Nederland, Dutch Association for Transport and Logistics

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Article 1

Definitions

In these storage conditions, the terms listed below have the following meaning:

1. BW means Burgerlijk Wetboek (Dutch Civil Code).
2. Storage agreement: the agreement whereby one party (the depositary) makes a vessel available to the other party (the principal) on inland waterways for the purpose of loading, storing and unloading goods on board.
3. Acceptance: unless otherwise agreed, the reception of the goods takes place on board the vessel.
4. Delivery: unless otherwise agreed the delivery of the goods take place on board of the vessel.
5. Force majeure: circumstances which a diligent depositary has been unable to avoid and the consequences of which he has been unable to prevent.
6. Party entitled: the party who, pursuant to the storage agreement, is entitled to delivery of the goods to the depositary. This may be the principal or a third party designated by the principal in writing. The principal may revoke such designation at any time, unless delivery has already commenced.
7. Goods: goods accepted by the depositary on the basis of the storage agreement.
8. In writing: unless otherwise agreed by the parties concerned, including the situation where information is transmitted by electronic, optical or similar means of communication, including, but not limited to, telegrams, telefaxes, telex messages, electronic mail or electronic data interchange (EDI), provided that the information remains available for subsequent reference.

Article 2

Scope

These storage conditions exclude the provisions on custody in Title 9 of Book 7 BW. Unless otherwise agreed, Title 10 of Book 8 BW will not apply, with the exception of Sections 880, 899, 954(1), 955 and 958 to 961 of Book 8 BW, which are explicitly applicable.

Article 3

Storage receipt and burden of proof

1. Storage receipt: besides its indication, the storage receipt will contain at least the following information:
 - a. the name or number of the vessel;
 - b. the date of reception;
 - c. the usual indication of the type of goods and their packaging and, in the case of dangerous or environmentally harmful goods, their indication in accordance with the applicable regulations or, failing this, their general indication;
 - d. the dimensions, number or weight as well as the identification marks and any particulars of the goods taken on board;
 - e. anything else which the principal and depositary deems appropriate.

The absence or incompleteness of the storage receipt will not affect the validity of the storage agreement.



2. It will be presumed that the goods were in a visibly good condition, unless the depositary makes mention of apparent damage or loss of the goods or makes a reservation to this effect on the receipt.
3. If the depositary has no reasonable means of verifying the accuracy of the entries referred to in paragraph 1 of this article, the receipt will not provide evidence of such entries.
4. Acceptance of the goods without reservation by the party entitled will give rise to the presumption that the depositary has delivered the goods in the same condition and quantity as in which they were handed over to him for warehousing.
5. If the loss or damage to the goods is not apparent at the time of delivery, any reservation by the party entitled must be made in writing, stating the general nature of the loss or damage, no later than seven consecutive days from the time of delivery, in which case the party entitled must prove that the loss or damage occurred while the goods were in the custody of the depositary.

Article 4

Obligations of the depositary

1. The depositary will receive the goods on board the vessel designated for that purpose, store them on board within the prescribed time limit and deliver them in the same condition in which they were received.
2. The depositary will:
 - a. Upon acceptance of the goods, check that they are in good condition and, in the event of any discrepancy, make a note to that effect on the storage receipt. This obligation does not exist if, in the opinion of the depositary, reception would be significantly delayed as a result.
 - b. request instructions from the principal if it appears that the goods received or to be received show external damage. If instructions cannot be obtained in time, the depositary will be entitled to refuse to accept the goods. Likewise, the depositary will be entitled to refuse acceptance of the goods if, where applicable, they are offered in faulty or damaged packaging.
3. The depositary will appoint one or more contact persons and notify the party entitled in writing.
4. If the depositary fails to designate one or more contact persons, the person who signed the storage agreement on behalf of the depositary will be deemed to be the contact person.
5. The depositary will have the storage take place in the agreed vessel or vessels. If no specified vessel has been agreed, the depositary will store the goods in a suitable vessel.
6. The depositary will notify the party entitled of any movement of the stored goods. The depositary is entitled to move the vessel or to transfer the goods to another vessel suitable for the storage thereof, insofar as this is necessary within the framework of its business operations or for the preservation of the goods.
7. The depositary will follow instructions given by the principal with regard to the handling of the goods.
8. The depositary will insure its civil liability as well as its liability arising from the General Storage Conditions for Inland Waterways with a sound insurance company and provide the principal with a copy thereof at its request.

9. The depositary will admit the principal and its designated persons, at their own risk, to the vessels in which the goods are stored, provided such:
 - takes place in the presence of the depositary;
 - has been made known in good time;
 - takes place in accordance with the instructions of the depositary.
10. During storage, the depositary will observe the care of a prudent depositary with regard to the vessel and materials made available.
11. The depositary will deliver the goods only to the party entitled.

Article 5

Liability of the depositary

1. The depositary will be liable for loss of or damage to the goods arising between the time when the goods are received for storage and the time of their delivery, in so far as the depositary fails to prove that the damage is due to force majeure.
2. The depositary will not be liable if the loss or damage to goods results from the following circumstances or risks:
 - a. acts or omissions of the depositary or the party entitled;
 - b. the handling, loading, stowage or unloading of the goods by the depositary or the party entitled or third parties acting on behalf of the depositary or the parties entitled;
 - c. the storage of goods on deck or in open holds, if so agreed with the depositary, or in accordance with relevant commercial practice, or if so required by applicable regulations;
 - d. the nature of the goods as a result of which they are wholly or partly exposed to loss or damage, in particular through breakage, rust, internal decay, dehydration, leakage, normal loss during storage (in volume or weight) or through vermin or rodents;
 - e. the absence or inadequacy of packaging in the case of goods which, by their nature, are exposed to loss or damage if they are not packaged or if they are inadequately packaged;
 - f. insufficient or defective identification markings of the goods;
 - g. auxiliary or rescue operations or attempts to do so on the waterways;
 - h. or other circumstances as referred to in Section 8:899 BW.
3. If, in view of the circumstances of the case, damage could have been a consequence of one of the circumstances or risks referred to in the previous paragraph of this article, it will be presumed that the damage was caused by this circumstance or risk. This presumption lapses if and insofar as the injured party proves that the loss or damage did not or did not exclusively result from one of these circumstances or risks.

4. Where, in accordance with what has been agreed by the parties, storage takes place in a space specially equipped to protect the goods from the effects of heat, cold, temperature variations or humidity of the air, the depositary may invoke paragraph 2(h) of this article in order to exonerate it from its liability if it proves that all the measures which it was obliged to take, having regard to the circumstances, were taken with regard to the selection, maintenance and use of such facilities.
5. Where the depositary is liable for the total loss of the goods, the compensation payable by the depositary will be equal to the value of the goods on the day of delivery as set out in the contract or, failing that, on the day of termination of the agreement. Delivery to a party other than the party entitled will be regarded as loss. In the event of partial loss of or damage to the goods, the depositary is only liable for the reduction in value. The depositary is not liable for indirect and/or consequential damages.
6. The depositary's liability for the damage referred to in paragraph 1 of this article is limited to € 2.70 per kilogram of lost or damaged goods, or, in the case of unpackaged bulk goods, to € 227.00 per 1000 kilograms of lost or damaged goods. However, the compensation will not exceed the invoice value of the goods at the time of their receipt by the depositary.
7. An act or an omission by any party other than the depositary, done with the intent to cause damage, either recklessly and with the knowledge that damage would probably result therefrom, does not deprive the depositary of the right to invoke any exclusion or limitation of liability.
8. If the depositary does not make the vessel available at the agreed time or within the agreed period, manner and place, it will make a suitable vessel available as soon as possible and not at additional cost to the principal.
9. The depositary accepts no liability for damage resulting from information and orders given by or to persons other than the contact person(s) designated by the depositary.
10. The depositary accepts no liability for damage suffered by the principal as a result of the principal's failure to provide the depositary with the correct (email) address.

Article 6

Obligations of the principal

1. The principal will provide the depositary in good time with all such declarations concerning the goods and their handling as the principal is able or ought to be able and which the principal knows or ought to know are of interest to the depositary, unless the principal may assume that the depositary knows or ought to know these particulars.
The principal will be responsible for the accuracy of the information provided by it. The depositary is not obliged, but is entitled, to investigate whether the statements made to it are correct and complete.
2. If dangerous or environmentally harmful goods are given in storage, the principal will before handing over the goods, in addition to the information referred to in the preceding paragraph, inform the depositary expressly and in writing of the danger and the environmental risks inherent in the goods and of the precautions to be taken.
3. The principal will make the goods available to the depositary at the agreed place, time and manner, accompanied by the documents required by or pursuant to the law on the part of the principal and the other necessary documents.

4. The principal will designate one or more contact persons and to inform the depositary thereof in writing. If the principal fails to designate one or more contact persons, the person who signed the storage agreement on behalf of the principal will be deemed to be the contact person.
5. In addition to the agreed price for storage, the principal will reimburse the costs incurred by the depositary for necessary measures taken in the interest of the goods within the set term of payment.
6. The principal will indemnify the depositary against claims by third parties in respect of damage caused by an act or omission by the principal or the party entitled, its subordinates, as well as all other parties whose services the principal makes use of.
7. The principal will vouch for the materials it makes available to the depositary.
8. The principal will inform the depositary as soon as possible of changes to its (email) address. The depositary may make all communications to the principal, which it is obliged to make pursuant to the storage agreement, to the last known (email) address.
9. Upon termination of the storage agreement, the principal will take receipt of the goods still present at the depositary no later than on the last working day of that agreement against payment of all amounts arising from the storage that are or will become due.
The principal may suffice with the provision of sufficient security for that which will be due after termination of the storage agreement.
10. The party entitled will instruct the depositary in writing to deliver the goods, explicitly describing to whom and where the goods are to be delivered.
11. Upon delivery of the goods, the party entitled will return to the depositary a signed storage receipt or any other document proving delivery of the goods.
12. The principal will load, stow and unload the goods in or on the vessel, unless the parties agree otherwise or the nature of the intended storage, considering the goods and the vessel made available, dictates otherwise.

Article 7

Liability of the principal

1. The principal is liable for all damage resulting from incorrect or incomplete statements concerning the goods or their handling. The principal is also liable if the materials made available by its, the goods offered or their handling caused damage to the depositary, except to the extent that such damage is due to force majeure.
2. The principal accepts liability for all damage caused by persons or goods which the depositary has had to admit to the vessel in accordance with Article 4, paragraph 9 of these storage conditions.
3. The principal will not be liable for damage resulting from information and instructions given by or to persons other than the contact persons of the principal or the depositary, respectively.
4. The principal will be liable for any damage suffered by the depositary to the extent that the damage is caused by the failure of the principal to comply with its obligations under the storage agreement.

5. If the principal fails to fulfil his obligations, as referred to in Article 6, paragraph 12, Section 8:955 BW will apply.

Article 8

Termination of the agreement

1. If the depositary fails to fulfil its obligations, the principal may, without prejudice to its right to compensation for damage to the goods for which the depositary is liable, terminate the storage agreement after it has given the depositary a deadline in writing and the depositary has not yet fulfilled its obligations by the expiry of that deadline.
The depositary will reimburse the principal for the additional costs incurred as a result of the early termination. This compensation will not be deducted from the compensation for any loss of or damage to the goods.
2. If the principal fails to fulfil its obligations, the depositary may, without prejudice to its right to compensation for damage, terminate the storage agreement after it has given the principal a deadline in writing and the principal has not fulfilled its obligations by the expiry of that deadline.
3.
 - a. In addition to the provisions of Article 8 paragraph 2 of these storage conditions, the depositary may claim the taking back of goods if the storage cannot reasonably be required to continue. The depositary will grant the principal a reasonable period of time within which the goods must be taken back.
 - b. If the principal does not take back the goods within the prescribed period, the depositary will be entitled to terminate the agreement. If necessary, the depositary may store the goods with a third party at the risk and expense of the principal in accordance with Section 8:955 BW.
4. The principal is entitled to terminate the storage agreement before the goods have been made available to the depositary. If, at the end of the period within which the goods must have been made available to the depositary, for whatever reason, no goods at all have been made available to the depositary, the latter is authorised to terminate the agreement without any notice of default being required. The principal will compensate the depositary for the damage it suffers as a result of the termination.
5. If, prior to or at the time the goods are offered to the depositary, circumstances arise or come to light on the part of one of the parties which the other party did not need to know at the time of concluding the agreement, but which, had they been known to it, would have reasonably led it not to enter into the storage agreement or to do so on other conditions, that other party will be entitled to terminate the agreement. According to standards of reasonableness and fairness, the parties will after termination of the storage agreement compensate each other for the damage suffered as a result.
6. If the vessel turns out to be or becomes so damaged that the repair, necessary for the execution of the storage agreement, is not possible without drastic measures, the depositary will be entitled to terminate the storage agreement. The storage agreement is terminated after unloading of the goods. If the vessel is lost, the storage agreement will end with the loss of the vessel.

Article 9

Dangerous goods

1. Goods placed in storage which a diligent depositary, had it known that they might present a danger after their reception, would not have wished to store for that purpose, may be unloaded, destroyed or otherwise rendered harmless at any time by the depositary on behalf of the principal. The same will apply to goods in storage, the danger of which is known to the depositary, but only if they present an imminent danger.
2. If the depositary is entitled under the first paragraph to unload, destroy or otherwise render harmless the goods, the depositary will take this measure at the depositary's request.
3. By taking the measure referred to in paragraphs 1 or 2, the agreement will terminate in respect of the goods referred to therein, but if they are unloaded after such unloading. The depositary will, if possible, notify the principal or the party entitled.

Article 10

Taking back of goods

1. The principal may at any time demand delivery of goods against payment of the agreed compensation and reimbursement of the costs incurred by the depositary for necessary measures in the interest of the goods.
2. If the principal requires {premature} delivery of goods, the principal will allow the depositary a reasonable period of time within which the goods must be delivered.

Article 11

Party entitled

1. The party entitled is entitled to demand delivery of the goods in accordance with the obligations resting on the depositary.
2. In the event of damage to or loss of the goods, the party entitled is entitled, in its own name, to enforce against the depositary the principal's rights under the storage agreement.
3. In the event of damage to or loss of the goods, the depositary is entitled to exercise its rights under the storage agreement against the party entitled.

Article 12

General average

When general average occurs, the General Average Rules IVR in their latest version published on www.ivr.nl will apply.

Article 13

Prescription

All claims under the storage agreement will prescribe after one year from the day on which the goods have been or should have been delivered to the party entitled. The day on which the prescription period commences will not be counted.

Article 14

Terms of payment

1. All amounts owed by the depositary and the principal under the storage agreement will be paid within fourteen days of the invoice date, taking into account the agreed term or, in the absence of an agreed term, within fourteen days of the invoice date.
2. If the depositary or the principal fails to pay any amount due within the agreed period or, in the absence of an agreed period, within fourteen days of the invoice date, it will pay statutory interest thereon pursuant to Section 6:119 Dutch Civil Code, with effect from the day on which these payments should have been made up to and including the day of payment.
3. The depositary or the depositary will be entitled to charge all necessary extrajudicial and judicial costs incurred to collect the amounts referred to in paragraph 1 of this article. The extrajudicial collection costs will be due from the moment that the principal or the depositary is in default. The extrajudicial collection costs will be calculated on the basis of the Extrajudicial Collection Costs (Fees) Decree (Bulletin of Acts and Decrees 2012/141) or the latest version of that Decree.
4. Claims for set-off of claims for the payment of fees arising from the storage agreement, of costs due for other reasons relating to storage or of further costs burdening the goods against claims of or suspension of the aforementioned claims by the parties is not permitted, unless one of the parties:
 - discontinues all or a significant part of its profession or business;
 - loses the free disposal of its assets or a significant part thereof;
 - loses its legal personality, is dissolved or is effectively wound up;
 - is declared bankrupt;
 - offers a settlement outside bankruptcy;
 - applies for suspension of payment;
 - loses the disposal of its assets or a substantial part thereof as a result of attachment.

Article 15

Rights and security

1. The depositary is entitled to refuse to deliver any goods in its possession in connection with the storage agreement to anyone who is entitled to delivery of those goods for reasons other than the storage agreement, unless the goods have been attached subject to the obligation to deliver the goods to the attaching party in accordance with Section 8:954(1) Dutch Civil Code.
2. The depositary may exercise the right of retention against the principal or the party entitled both for what is or will be owed in connection with the storage of the goods in its possession and for what is still owed to the depositary by the principal in connection with previous storage agreements.

3. If at the time of settlement a dispute arises about the amount due or if for the determination thereof a calculation which cannot be carried out quickly is necessary, the party who demands delivery will pay forthwith the part on which the parties agree is due and provide security for the payment of the part which it disputes or of the part of which the amount has not yet been determined.
4. The depositary will have a right of pledge on all goods in its custody for all claims which the depositary has or will have against the principal or the party entitled.
5. If the principal does not take receipt of the stored goods within the set term after expiry of the agreement, the depositary will be entitled to sell the goods in whole or in part in accordance with the procedure as described in Section 8:957 BW.
6. If requested, the depositary may have the collateral replaced by an equivalent security at its sole discretion.

Article 16

Applicable law; competent court

1. All legal relationships arising out of or in connection with the storage agreement will be governed by Dutch law.
2. All disputes arising in connection with the storage agreement will be settled by the Rotterdam District Court (Rechtbank Rotterdam).

Appendix

Model storage agreement inland navigation

The undersigned:
with its registered office and
principal place of business in
duly represented by
hereinafter called the 'principal'

and

.....
with its registered office and
principal place of business in
duly represented by
hereinafter called the 'depository'

agree as follows:

Article 1

General

The principal offers the following goods for storage:

.....
The depository will store the goods in the following vessel or vessels:

Article 2

Description

The description of the goods is as follows:

- type of goods:
- weight:
- value:
- dimensions:
- packaging:
- special characteristics

Article 3

Quantity

The principal offers tonnes/ big bags / m3 /* for storage with the depository.



Article 4

Instructions relating to the goods

The goods are subject to the following instructions on the part of the principal:

.....
.....
.....

Article 5

Storage period

1. The goods will be stored for a period of weeks / months / years*.
2. The goods mentioned in Article 1 of this agreement will be delivered / not delivered* in parts.
3. If the previous paragraph stipulates that the goods will be delivered in parts, the following will apply with regard to these part deliveries:
 - part delivery 1: date; quantity ;
special instructions
 - part delivery 2: date; quantity ;
special instructions

Article 6

Term of the agreement

1. Subject to the provisions of Article 5 paragraph 1 of this agreement, this agreement will have a term of weeks / months/ years* and commence on - – 20.....
2. After the expiry of the period referred to in paragraph 1 of this Article, this agreement would each time be tacitly extended with, unless one of the parties gives written notice of its intention to terminate the agreement no later than months before the end of the agreement

Article 7

Prices

1. For the storage as described in Article 1 paragraph 2 of the General Storage Conditions for Inland Navigation, an amount is charged per month / quarter / * of € per tonne / big bag / m3 /*
2. f, in accordance with the provisions of Article 5 paragraph 2 of this agreement, the goods will be delivered in parts, a price will apply of € per part delivery / € for part delivery 1; € for part delivery 2*; etc.

Article 8

Price changes

1. During the term of the agreement, prices may / may not* be changed.
2. If it is indicated in the previous paragraph that the prices can be changed, adjustment will take place a maximum of once
Price changes will be based on



Article 9

Payment term

The payment term as referred to in Article 14 of the General Storage Conditions for Inland Navigation is days after the invoice date.

Article 10

Contact persons

Contact persons in the sense of Article 4 paragraph 4 and Article 6 paragraph 4 of the General Storage Conditions for Inland Navigation are:

- on the part of the depositary:
- on the part of the principal:

Article 11

Loading and unloading

1. The loading of the vessel(s) in which the goods are stored will be carried out by and on behalf of the principal/depositary*.
2. The unloading of the goods at the end of the storage will be carried out by and on behalf of the principal/depositary*.

Article 12

Inspection and care of the goods

On receipt of the goods, the depositary is / is not* obliged to weigh, measure or count the goods.

During storage, the principal/depositary* is responsible for interim inspection of the goods and care of the goods.

Instructions and applicable fees if depositary is responsible:

.....
.....

Article 13

Insurance

The depositary will, in accordance with Article 4 paragraph 8 of the General Storage Conditions for Inland Navigation, take out statutory liability insurance as well as liability insurance based on the General Storage Conditions for Inland Navigation.



Article 14

Termination

This agreement may be terminated by either party if the other party:

- a. applies for a moratorium or is declared bankrupt;
- b. sells its business to a third party or loses direct control over its business;
- c. fails to meet its obligations and the other party has set a deadline in writing, at the expiry of which the other party has failed to meet its obligations, all in accordance with the provisions of Article 8 paragraph 1 up to and including paragraph 3 of the General Storage Conditions for Inland Navigation.

Article 15

Conditions

This agreement is subject to the latest version of the General Storage Conditions for Inland Navigation, issued by Stichting Vervoeradres, insofar as not explicitly deviated from in this agreement. A copy of these conditions is attached as an appendix and will be deemed to form part of this agreement.

Note that the parties may deviate from the provisions of Article 16 of the General Storage Conditions for Inland Navigation. If so, they agree to the following:

All disputes arising out of the storage agreement will be settled by arbitration in Rotterdam in accordance with the UNUM Arbitration Rules.

The parties agree to arbitration in Rotterdam in accordance with the UNUM Arbitration Regulations:

Principal signature:

Depository signature:

.....

Thus agreed, drawn up in duplicate and signed in

.....

Date:

.....

Principal:

.....

Depository:

.....

** delete as appropriate*





Stichting Vervoeradres represents shippers' and carriers' joint interests under public and/or private law, in an independent and impartial manner. It assists carriers and shippers in concluding transport contracts in a legally binding and balanced fashion, by providing standards for legal documents (consignment notes) and texts (General Terms and Conditions and examples of clauses / contracts). The application of these standards helps reduce the incidence of conflicts regarding the actual execution of logistics contracts. Furthermore, the standards contribute to the prevention of breaches of the law.

Beurtvaartadres

Beurtvaartadres has been serving the Dutch transport sector for more than 90 years. We facilitate the logistics chain in exchanging and storing data on logistic transactions in order to reduce the administrative burden in the sector. We optimise logistics processes with innovative, user-friendly products and services. With us you are at the right place for: the digital consignment note, import and export matters and a complete range of transport documents.

If you have any queries regarding the conditions, please email us at info@sva.nl





Centraal Bureau voor de
Rijn- & Binnenvaart

e:ofenedex

