



**Optional clause high and low water**

1. In case of a sale basis C(I)F(FO) or Delivered where no specific place of destination has been agreed, but where the buyer has the right to at a later stage declare a place of destination located on “*binnenlands groot vaarwater*” in The Netherlands at his choice, that place of destination to be declared by the buyer must be reachable for an inland barge with capacity for, and loaded with, a quantity of 1.000 MT of the goods sold.

This requirement of reachability of the place of destination to be declared by the buyer applies in particular in case of high or low water, and also still applies at the moment of loading and appropriation of the goods.

2. If the place of destination declared by the buyer is not reachable in the way set out above, or if prior to the goods being loaded and appropriated the originally declared place of destination would no longer be reachable in that way, then the seller is to immediately notify the buyer thereof, and in that case the buyer must within 1 working day declare an alternative place of destination.

In case the declared place of destination could still be reached in some other way, for instance via other means of transport and/or with other loaded quantities, then the buyer within the same time limit also has the right to ask the seller to advise what the additional costs would be for doing so.

In that case the seller must within 1 working day advise what those additional costs would be, which additional costs must be based on the situation as if the goods would be shipped in the way set out above from Amsterdam, Rotterdam, Antwerp or Ghent.

Upon receipt of this advice on the additional costs, the buyer has the right to within 1 working day either confirm that he wishes to have the goods delivered to the originally declared place of destination against payment of those additional costs, or to declare an alternative place of destination.

If the seller does not receive the buyers' choice in writing within the above time limits, then the seller has the right to, whilst notifying the buyer in writing, declare a final place of destination from his side.

3. If the place of destination declared by the buyer would become unreachable after the goods have already been loaded and appropriated by the seller, then the consequences thereof are for account of the buyer. The seller must provide the buyer with all necessary assistance in the matter.

*The above is a translation of the original clause in Dutch and which original clause prevails.*

+++