

Van Duuren Districenters B.V. - General Terms and Conditions

Article 1. Definitions

In these transport conditions the following terms are deemed to mean:

- 1) **VDD:** The private limited company **Van Duuren Districenters B.V.** located at Stuartweg 8a in Vianen (NL), registered at the Chamber of Commerce, under registration number 34202040, including all subsidiary branches or depots.
- 2) **Client:** Any natural person or legal entity that gives VDD a commission concerning the transport of goods by road.
- 3) **Consignment:** The goods to be transported, including packaging material.
- 4) **Chargeable weight:** The weight that is used by VDD for the calculation of their tariffs.
- 5) **Groupage consignment:** Any consignment of a chargeable weight up to and including 2500 kilograms (kg).

Article 2. Quotations and offers

- 1) Unless otherwise stated in writing all quotations and offers made by VDD are free of commitment. No rights can be derived from any misprints or typing errors.
- 2) The prices in the quotations and offers made by VDD apply to normal commodities, are exclusive of VAT and exclusive of any other governmental levies, unless otherwise stated.
- 3) Our quotations and offers are subject to the VDD procedures or guidelines in which every client must remain creditworthy during the entire contractual period. We hereby retain the right to withdraw the quotation and/or offer at any time that it appears that a client is not creditworthy.

Article 3. Tariffs, invoicing and payment

- 1) Unless otherwise agreed in writing, all tariffs quoted by VDD are applicable up to and including 31 December of the year in which these have been provided by VDD.
- 2) VDD has the right to alter their tariffs at any given moment, in the event that VDD can no longer be reasonably expected that they enact the agreement at the earlier agreed tariffs. Such a situation can arise if new governmental levies or taxes are made applicable, (the size of) an existing governmental levy or tax is adjusted, or if fluctuations occur in the market situation insofar as, in the judgment of VDD, the situation so requires.
- 3) VDD has the right to pass on to the Client the costs relating to any increased costs resulting from changes in governmental levies or taxes.
- 4) If in their quotation or offer VDD makes use of graduated scales in order to indicate their tariffs, the maximum of the preceding scale is applicable as the minimum of the following scale.
- 5) Tariffs for cash-on-delivery consignments, the transport of hazardous materials and climate-controlled transport may be agreed upon.
- 6) Invoices will be made available to the Client by VDD digitally (PDF) by e-mail or by EDI.
- 7) Payment of invoices should take place within 14 days after the date of invoice, in a manner indicated by VDD and in the currency in which the invoice has been raised.
- 8) Any payments made by VDD in advance, including import duties, taxes and other levies imposed by governmental authorities, shall afterwards be charged to the Client, including a supplement of 3% of the sum paid in advance.

Article 4. Dimensions and volumes

- 1) The chargeable weight is calculated by VDD on the basis of the following conversion factors:
 - a. 1 cubic metre (m³) has a weight of 330 kilograms (kg);
 - b. 1 loading metre (ldm) has a weight of 1,750 kilograms (kg);
 - c. 1 loading metre (ldm) has a volume of 5.3 cubic metres (m³).
- 2) In case of a stackable pallet (which means other goods can be placed upon the pallet, maximum height 125 cm incl. pallet) the tariff is calculated for a Euro pallet as a minimum weight of 350 kg and for a block pallet as a minimum weight of 450 kg.
- 3) In the calculation of their tariffs VDD always works on the basis of the actual weight of the consignment, unless the volume of the consignment in cubic metres exceeds 330 (kg) or in loading metres exceeds 1750 (kg), in which case VDD shall calculate their tariffs on the basis of such increased volumes or dimensions.
- 4) The term "extra long cargo" is deemed to mean any consignment, irrespective of the number of packages of which the consignment is made up, whereof at least 1 (one) package has a length exceeding 2 metres.
- 5) All packages presented for transport shall be packaged in a manner suitable for transport according to statutory norms, shall not extend beyond the width and/or length of the pallet on which they are placed, and shall bear a label displaying as a minimum requirement the name and full address of the consignor and the consignee. In the case of hazardous materials the Safety Data Sheet must accompany the consignment note given to the driver.

Article 5. Surcharges and other costs

- 1) Unless otherwise agreed in writing, the following surcharges, activities or costs are *not included* in the offer or quotation:
 - a. **Fuel surcharges.** No fuel surcharge will be levied as long as the diesel fuel pump price is within the price band of € 1.10 - € 1.30 per litre, incl. VAT (see www.oliecentrale.nl). An automatic fuel surcharge will be applicable outside this price band, in which every variation (upwards or downwards) of € 0.05 per litre incl. VAT shall result in an adjustment (upwards or downwards) of 1% on the applicable tariffs. The surcharge shall be calculated at the beginning of each month by calculating the average price of the preceding month.
 - b. **Currency Adjustment Factor (CAF).** The CAF will be calculated for all consignments to and from Switzerland and consignments in transit through Switzerland to and from Italy, and to consignments to and from the United Kingdom. The costs arise through changes in the exchange rate between the euro and the Swiss franc. CH Range 1 CHF □ € 0.820 - € 0.829. Beyond this range an automatic surcharge of 0.50% is applicable to every € 0.01 increase. IT Range 1 CHF □ € 0.820 - € 0.829. Beyond this range an automatic surcharge of 0.25% is applicable to every € 0.01 increase. UK Range 1 £ □ € 1.20 - € 1.30. From € 1.31 - € 1.319 a surcharge of 2.5% is applicable. For every additional € 0.01 above this there is a surcharge of 0.42%.
 - c. Costs of **customs documents** € 50,00, activities related hereto and/or **customs clearance costs:** Switzerland € 50,00, Norway € 100,00.
 - d. Surcharge for **waiting hours.** Waiting costs during loading and unloading, that may occur beyond the responsibility of VDD, shall be charged on to the Client at € 56.00 per hour. The loading/unloading time amounts to a maximum of:

• loading/unloading < 3 loading metres	maximum 0.5 hours
• loading/unloading => 3 loading metres and =< 7 loading metres	maximum 1.0 hours
• loading/unloading > 7 loading metres	maximum 2.0 hours

- e. Costs for loading and unloading with a **tail lift**. VDD's trailers are not furnished with a tail lift as standard. In the event that the Client wishes the consignment to be transported in a trailer with a tail lift, VDD will make a surcharge of € 80.00, unless this relates to a groupage consignment. In this respect, consignments with a chargeable weight of up to and including 2,500 kilograms (kg) shall be looked upon as groupage consignments.
 - f. Costs for the provision of a **Proof of Delivery** (POD) by VDD. In the event that the Client requests a POD for more than 10% of the consignments presented by the Client, VDD shall charge the Client at a tariff of € 10.00 per POD: Aforementioned percentage shall be calculated periodically and charged to the Client retrospectively. A POD can be downloaded by the client free of charge via the website of VDD.
 - g. The tariffs apply to normal commercial goods. A surcharge shall apply to **ADR (hazardous)** goods, this being 15% of the transport costs, with a minimum of € 80.00 per consignment.
 - h. In the event of a **deadline delivery** a surcharge of € 87.00 shall apply to EU countries for delivery prior to 10.00 a.m. and € 51.00 for delivery prior to 12.00 noon.
 - i. The following surcharges apply to **extra long goods** (max. 6 metres):
 - 2 - 3 metres € 56.00 per consignment
 - 3 - 4 metres € 82.00 per consignment
 - 4 - 5 metres € 112.00 per consignment
 - 5 - 6 metres € 140.50 per consignment
 - j. A surcharge of 35% of the original transport cost will be levied for **a second attempt to make the delivery**.
 - k. The cost of the outbound transport will be charged for the transport of **returned shipments**.
 - l. A surcharge of € 30.00 will be levied for the booking of consignments via a booking form containing a fixed collection time.
 - m. A surcharge of € 10.00 will be levied for telephone bookings.
- 2) Unless otherwise agreed in writing, the costs of **tolls** are included in the offer/quotation.

Article 6. Notification of a consignment for despatch, delivery periods and departure days

The notification of a consignment for despatch shall be made one day prior to loading no later than 16.00 a.m. All activities are carried out on normal working days (weekdays) unless agreed otherwise. In the event that the Client gives the instruction to load and unload a consignment using a tail lift, and/or for the transport of hazardous materials, the normal delivery periods and departure days can be influenced. In addition, delivery periods and departure days can vary in the event of national/international holidays, if VDD is required to carry out activities related to customs clearance or if they have to take certain time windows into account. The Client should inform himself of the specific delivery periods and departure days in order to avoid delays or late deliveries, and VDD is not liable for damages suffered by the Client as the result of his failure to do so.

Article 7. Goods in transit insurance

VDD works in accordance with the CMR limit for limited liability for damage and/or theft of goods. However, goods to be transported are not insured by VDD. All prices and tariffs in quotations and offers made by VDD are therefore exclusive of the costs of insurance. Only after a written request to do so *prior to* the commencement of transport shall VDD arrange to take out goods in transport insurance at an agreed premium.

Article 8. Pallet exchange

Pallets shall not be exchanged except when previously expressly agreed.

Article 9. Cancellation

A minimum of 70% of the applicable tariff shall be invoiced in the event of the cancellation of consignments for transport within 24 hours before collection (or so-called "dead freight").

Article 10. Confidentiality

Parties are obliged to maintain the secrecy of all confidential information that they, within the framework of the contract, have obtained from each other or from other sources, irrespective of whether this is of a verbal or written nature and from whom they have obtained it. Information is confidential if this has been passed on by the other party or if it arises as a result of the nature of the information.

Article 11. Set-off

In derogation of Article 6:127 of the Dutch Civil Code the Client is not authorized to offset a claim or reclamation against invoices from VDD.

Article 12. Conditions applicable

- 1) Below mentioned conditions of transport are, in addition to other applicable conditions and regulations, applicable to all contracts and agreements entered into by VDD. In the event of conflict between these conditions of transport and the other applicable conditions or regulations, the latter conditions and regulations shall prevail over these conditions of transport.
- 2) In the event of cross-border road transport, this shall take place on the basis of the convention relating to the international carriage of goods by road, the **CMR** Convention (*Convention Relative au contrat de Transport International de Marchandises par Route*/Convention on the Contract for the International Carriage of Goods by Road). According to these conditions, liability is limited to a fixed sum per kilo (8.33 SDR). Supplementary to the provisions of the CMR, also applicable are the provisions of the latest version of the AVC General Transport Conditions (**AVC 2002**).
- 3) Applicable to all contracts or agreements relating to the national transport of goods by road are the AVC General Transport Conditions (AVC 2002).
- 4) The *Logistieke Services Voorwaarden* [logistics services conditions] (**LSV 2014**) are applicable to logistic activities including unloading, stocking, storage, removal from storage, loading, stock management, assembly, order handling, order picking, preparation for despatch, invoicing, exchange of information and carrying out customs declarations.
- 5) With respect to the terms and conditions set out above, the last registered version is applicable to the contract or agreement entered into with VDD. These terms and conditions can also be downloaded, printed and stored via the website of VDD (<http://vanduuren.nl/downloads.html>).
- 6) Any dispute between parties relating directly or indirectly to this contract or agreement shall be adjudged exclusively by **Dutch Law**.
- 7) In the event of any dispute relating to the content of these terms and conditions, the **Dutch language version** shall prevail.

Van Duuren Interport B.V. - General Terms and Conditions

Article 1. Definitions

In these transport conditions the following terms are deemed to mean:

- 1) **VDI:** The private limited company **Van Duuren Interport B.V.** located at Sloteweg 303 Badhoevedorp (NL), registered at the Chamber of Commerce, under registration number 34078740, including all subsidiary branches or depots.
- 2) **Client:** Any natural person or legal entity that gives VDI a commission concerning the transport of goods by road.
- 3) **Consignment:** The goods to be transported, including packaging material.
- 4) **Chargeable weight:** The weight that is used by VDI for the calculation of their tariffs.

Article 2. Quotations and offers

- 1) Unless otherwise stated in writing all quotations and offers made by VDI are free of commitment. No rights can be derived from any misprints or typing errors.
- 2) The prices in the quotations and offers made by VDI apply to normal commodities, are exclusive of VAT and exclusive of any other governmental levies, unless otherwise stated.
- 3) Our quotations and offers are subject to the VDI procedures or guidelines in which every client must remain creditworthy during the entire contractual period. We hereby retain the right to withdraw the quotation and/or offer at any time that it appears that a client is not creditworthy.

Article 3. Tariffs, invoicing and payment

- 1) Unless otherwise agreed in writing, all tariffs quoted by VDI are applicable up to and including 31 December of the year in which these have been provided by VDI.
- 2) VDI has the right to alter their tariffs at any given moment, in the event that VDI can no longer be reasonably expected that they enact the agreement at the earlier agreed tariffs. Such a situation can arise if new governmental levies or taxes are made applicable, (the size of) an existing governmental levy or tax is adjusted, or if fluctuations occur in the market situation insofar as, in the judgment of VDI, the situation so requires.
- 3) VDI has the right to pass on to the Client the costs relating to any increased costs resulting from changes in governmental levies or taxes.
- 4) If in their quotation or offer VDI makes use of graduated scales in order to indicate their tariffs, the maximum of the preceding scale is applicable as the minimum of the following scale.
- 5) Tariffs for cash-on-delivery consignments, the transport of hazardous materials and climate-controlled transport may be agreed upon.
- 6) Invoices will be made available to the Client by VDI digitally (PDF) by e-mail or by EDI.
- 7) Payment of invoices should take place within 14 days after the date of invoice, in a manner indicated by VDI and in the currency in which the invoice has been raised.
- 8) Any payments made by VDI in advance, including import duties, taxes and other levies imposed by governmental authorities, shall afterwards be charged to the Client, including a supplement of 3% of the sum paid in advance.

Article 4. Dimensions and volumes

- 1) The chargeable weight is calculated by VDI on the basis of the following conversion factors:
 - a. 1 cubic metre (m³) has a weight of 330 kilograms (kg);
 - b. 1 loading metre (ldm) has a weight of 1,750 kilograms (kg);
 - c. 1 loading metre (ldm) has a volume of 5.3 cubic metres (m³).
 The above stated is applicable at any time, unless otherwise agreed in writing.
- 2) In case of a stackable pallet (which means other goods can be placed upon the pallet, maximum height 125 cm incl. pallet) the tariff is calculated for a Euro pallet as a minimum weight of 350 kg and for a block pallet as a minimum weight of 450 kg.
- 3) In the calculation of their tariffs VDI always works on the basis of the actual weight of the consignment, unless the chargeable weight of the consignment in cubic metres or in loading metres exceeds the actual weight, in which case VDI shall calculate their tariffs on the basis of such increased volumes or dimensions.
- 4) The term "extra-long cargo" is deemed to mean any consignment, irrespective of the number of packages of which the consignment is made up, whereof at least 1 (one) package has a length exceeding 2,40 metres.
- 5) All packages presented for transport shall be packaged in a manner suitable for transport according to statutory norms, shall not extend beyond the width and/or length of the pallet on which they are placed, and shall bear a label displaying as a minimum requirement the name and full address of the consignor and the consignee. In the case of hazardous materials the Safety Data Sheet must accompany the consignment note given to the driver.

Article 5. Surcharges and other costs

- 1) Unless otherwise agreed in writing, the following surcharges, activities or costs are *not included* in the offer or quotation:
 - a. **Fuel surcharges.** No fuel surcharge will be levied as long as the diesel fuel pump price is within the price band of € 0,985 - € 0,999 per litre, incl. VAT (see www.Q8.nl). An automatic fuel surcharge will be applicable outside this price band, in which every variation (upwards or downwards) of € 0,04 per litre incl. VAT shall result in an adjustment (upwards or downwards) of 1% on the applicable tariffs. The surcharge shall be calculated at the beginning of each month by calculating the average price of the preceding month. A negative percentage is not possible as fuel surcharge.
 - b. **Currency Adjustment Factor (CAF).** The CAF will be calculated for all consignments to and from Switzerland and consignments in transit through Switzerland to and from Italy, and to consignments to and from the United Kingdom. The costs arise through changes in the exchange rate between the euro and the Swiss franc. CH Range 1 CHF □ € 0.820 - € 0.829. Beyond this range an automatic surcharge of 0.50% is applicable to every € 0.01 increase. IT Range 1 CHF □ € 0.820 - € 0.829. Beyond this range an automatic surcharge of 0.25% is applicable to every € 0.01 increase. UK Range 1 £ □ € 1.20 - € 1.30. From € 1.31 - € 1.319 a surcharge of 2.5%. is applicable. For every additional € 0.01 above this there is a surcharge of 0.42%.
 - c. Costs of **customs documents**, activities related hereto and/or **customs clearance costs** are on request at all times unless otherwise agreed in writing.
 - d. Surcharge for **waiting hours**. Waiting costs during loading and unloading, that may occur beyond the responsibility of VDI, shall be charged on to the Client at € 65,00 per hour with a limit of € 650,00 per calendar day. The loading/unloading time amounts to a maximum of:

• loading/unloading < 3 loading metres	maximum 1,0 hours
• loading/unloading => 3 loading metres and =< 7 loading metres	maximum 1,0 hours
• loading/unloading > 7 loading metres	maximum 2,0 hours

- e. Costs for loading and unloading with a **tail lift**. VDI's trailers are not furnished with a tail lift as standard. In the event that the Client wishes the consignment to be transported in a trailer with a tail lift, a surcharge will be charged.
 - f. Costs for the provision of a **Proof of Delivery** (POD) by VDI. In the event that the Client requests a POD for more than 10% of the consignments presented by the Client, VDI shall charge the Client at a tariff of € 10.00 per POD: Aforementioned percentage shall be calculated periodically and charged to the Client retrospectively. A POD can be downloaded by the client free of charge via the website of VDI.
 - g. The tariffs apply to normal commercial goods. A surcharge shall apply to **ADR (hazardous)** goods, this being 10% of the transport costs, with a minimum of € 75,00 per consignment.
 - h. For **extra-long goods** (max. 6 metres) surcharges are applicable, these are available on request and will be calculated per occasion based on possibility and own opinion.
 - 2 - 3 metres € 56.00 per consignment
 - 3 - 4 metres € 82.00 per consignment
 - 4 - 5 metres € 112.00 per consignment
 - 5 - 6 metres € 140.50 per consignment
- 2) Unless otherwise agreed in writing, the costs of **tolls** are included in the offer/quotation.

Article 6. Notification of a consignment for despatch, delivery periods and departure days

The notification of a consignment for despatch shall be made one day prior to loading no later than 12.00 a.m. All activities are carried out on normal working days (weekdays) unless agreed otherwise. In the event that the Client gives the instruction to load and unload a consignment using a tail lift, and/or for the transport of hazardous materials, the normal delivery periods and departure days can be influenced. In addition, delivery periods and departure days can vary in the event of national/international holidays, if VDI is required to carry out activities related to customs clearance or if they have to take certain time windows into account. The Client should inform himself of the specific delivery periods and departure days in order to avoid delays or late deliveries, and VDI is not liable for damages suffered by the Client as the result of his failure to do so.

Article 7. Goods in transit insurance

VDI works in accordance with the CMR limit for limited liability for damage and/or theft of goods. However, goods to be transported are not insured by VDI. All prices and tariffs in quotations and offers made by VDI are therefore exclusive of the costs of insurance. Only after a written request to do so prior to the commencement of transport shall VDI arrange to take out goods in transport insurance at an agreed premium.

Article 8. Pallet exchange

Pallets shall not be exchanged except when previously expressly agreed.

Article 9. Cancellation

A minimum of 70% of the applicable tariff shall be invoiced in the event of the cancellation of consignments for transport within 24 hours before collection (or so-called "dead freight"), unless in writing different conditions have been agreed.

Article 10. Confidentiality

Parties are obliged to maintain the secrecy of all confidential information that they, within the framework of the contract, have obtained from each other or from other sources, irrespective of whether this is of a verbal or written nature and from whom they have obtained it. Information is confidential if this has been passed on by the other party or if it arises as a result of the nature of the information.

Article 11. Set-off

In derogation of Article 6:127 of the Dutch Civil Code the Client is not authorized to offset a claim or reclamation against invoices from VDI.

Article 12. Conditions applicable

- 1) Below mentioned conditions of transport are, in addition to other applicable conditions and regulations, applicable to all contracts and agreements entered into by VDI. In the event of conflict between these conditions of transport and the other applicable conditions or regulations, the latter conditions and regulations shall prevail over these conditions of transport.
- 2) In the event of cross-border road transport, this shall take place on the basis of the convention relating to the international carriage of goods by road, the **CMR Convention** (*Convention Relative au contrat de Transport International de Marchandises par Route*/Convention on the Contract for the International Carriage of Goods by Road). According to these conditions, liability is limited to a fixed sum per kilo (8.33 SDR). Supplementary to the provisions of the CMR, also applicable are the provisions of the latest version of the AVC General Transport Conditions (**AVC 2002**).
- 3) Applicable to all contracts or agreements relating to the national transport of goods by road are the AVC General Transport Conditions (AVC 2002).
- 4) The *Logistieke Services Voorwaarden* [logistics services conditions] (**LSV 2014**) are applicable to logistic activities including unloading, stocking, storage, removal from storage, loading, stock management, assembly, order handling, order picking, preparation for despatch, invoicing, exchange of information and carrying out customs declarations.
- 5) With respect to the terms and conditions set out above, the last registered version is applicable to the contract or agreement entered into with VDI. These terms and conditions can also be downloaded, printed and stored via the website of VDI.
- 6) Any dispute between parties relating directly or indirectly to this contract or agreement shall be adjudged exclusively by **Dutch Law**.
- 7) In the event of any dispute relating to the content of these terms and conditions, the **Dutch language version** shall prevail.