

# Van Duuren General Terms and Conditions

## Article 1. Definitions

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

- 1) **VD:** The private limited companies **Van Duuren Districenters B.V.** located at Stuartweg 8a in Vianen, registered at the Chamber of Commerce under registration number 34202040, **Van Duuren Interport B.V.** located at Sloteweg 303, in Badhoevedorp, registered at the Chamber of Commerce under registration number 34078740 and subsidiary and associate companies to which these General Terms and Conditions have expressly been declared to apply.
- 2) **Client:** Any natural person or legal entity that gives VD a commission concerning the transport of goods by road.
- 3) **Consignment:** The goods to be transported, including packaging materials.
- 4) **Chargeable weight:** The weight that is used by VD for the calculation of their tariffs.
- 5) **Groupage consignment:** Any consignment of a chargeable weight up to and including 3000 kilograms (kg).

## Article 2. Quotations and offers

- 1) Unless otherwise stated in writing, all quotations and offers made by VD are free of commitment from typing errors except when expressly stated otherwise in writing.
- 2) The prices in the quotations and offers made by VD 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 VD 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 appears not to be creditworthy.

## Article 3. Tariffs, invoicing and payment

- 1) Unless otherwise agreed in writing, all tariffs quoted by VD are applicable up to and including 31 December of the year in which these have been provided by VD.
- 2) VD has the right to alter their tariffs at any given moment, in the event that VD can no longer be reasonably expected that they enact the agreement at the earlier agreed tariffs. Such a situation can arise when new governmental levies or taxes become applicable, (the rate of) an existing governmental levy or tax is adjusted, or when fluctuations occur in the market situation insofar as, in the judgment of VD, the situation so requires.
- 3) VD 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) When in their quotation or offer VD 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 VD 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 VD and in the currency in which the invoice has been raised.
- 8) Any payments made in advance by VD, 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 VD on the basis of the following conversion factors:
  - a. 1 cubic metre (m<sup>3</sup>) 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 (m<sup>3</sup>).
- 2) For a stackable pallet (when minimum additional goods can be placed on a pallet, maximum height 125 cm including pallet) the tariff is calculated for a Euro pallet with a of 350 kg for a block pallet as a minimum weight of 450 kg.
- 3) In the calculation of their tariffs VD 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 is higher, in which case VD shall calculate their tariffs on the basis of such such an increase.
- 4) The term 'extra long cargo' is deemed to mean any consignment, irrespective of the number of packages of which the consignment consists, 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 the name and full address of the consignor and the consignee.
- 6) 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 can be applicable:
  - a. **Fuel surcharge(s).** The surcharge is publicized monthly on the website of Van Duuren.
  - b. **VD Currency Adjustment Factor (CAF).** The surcharge is publicized monthly on the VD website.
  - c. Costs of **export and import customs documents**, and **import duties** shall be noted in the quotation.
  - d. Surcharge for **waiting hours.** Waiting costs during loading and unloading that may occur beyond the responsibility of VD, shall be charged on to the Client at € 54.75 per hour. The loading/unloading time amounts to a maximum of:
    - loading or unloading < 3 loading metres maximum 0.5 hours
    - loading or unloading => 3 loading metres and =< 7 loading metres maximum 1.0 hour
    - loading or unloading > 7 loading metres maximum 2.0 hours
  - e. Costs for loading and unloading with a **tail lift.** VD's international 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, VD can levy a surcharge for this, unless this relates to a delivery via the distribution network .
  - f. **Proof of Delivery (PODs)** are available free of charge via the Van Duuren website. A charge can be made in the event that the Client requests a POD via Customer Service. Van Duuren does not add send hard copies with the invoice.
  - g. The tariffs apply to normal commercial goods. A surcharge can apply for ADR (hazardous) goods.
  - h. In the event of a **deadline delivery** a surcharge in accordance with the quotation shall apply to EU countries.
  - i. A surcharge in accordance with the quotation shall apply for extra long goods: longer than 2 metres and a maximum of. 6 metres.
  - j. A surcharge in accordance with the quotation shall apply for the cost of a second attempt at delivery.
  - k. For returned consignments the cost of the freight to the consignee and if applicable, also the refusal costs and costs of extra handling shall be charged.
  - l. For notification of consignments with a time-lock by means of a booking form a surcharge in accordance with the quotation shall apply. This also applies to telephoned bookings.

- 2) Unless otherwise agreed in writing, the costs of tolls *are included* in the 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 and no later than 4.00 p.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, for the transport of hazardous materials and/or extra long cargo, 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 VD 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. VD is not liable for damages suffered by the Client as the result of his failure to do so.

Article 7. Goods in transit insurance

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

Article 8. Pallet exchange

Pallets shall not be exchanged except when by prior express agreement.

Article 9. Cancellation

A so-called dead freight charge shall be applicable in the event of the cancellation of consignments for collection within 24 hours before collection.

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 VD.

Article 12. Conditions applicable

- 1) These conditions of transport are, in addition to other applicable conditions and regulations, applicable to all contracts and agreements entered into by VD. 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 VD. These terms and conditions can also be downloaded, printed and stored via the website of VD (<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.