

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 10 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).
- 6) **LDM:** Loading metre, this is a meter of loading space of 2.40 meters wide.
- 7) **POD:** Proof of Delivery
- 8) **CMR Convention:** Convention Relative au contrat de Transport International de Marchandises par Route/ Convention for the International Carriage of Goods by Road. Available for download at: www.vanduuren.com.
- 9) **AVC:** General Transport Conditions. The general Transport Conditions 2002 have been deposited at the registry of the District Court in Amsterdam and Rotterdam. Available for download at www.vanduuren.com.
- 10) **ADR** : is the abbreviation of the French title of the European treaty for the international transport of dangerous goods by road: Accord européen relative au transport international des marchandises Dangereuses par Route.

Article 2. Quotations and offers

- 1) All offers and quotations by VD are without obligation and subject to typing errors, unless otherwise stated 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) Invoicing based on: loading at client till free domicile customer of client
up to 4 pallets 120 x 80 x 120 cm max height will be invoiced on cbm which is 330 kg.
> 4 pallets 120 x 80 cm or pallet height above 120 cm will be invoiced upon loading metre which is 1750 kg.
non stackable cargo will be charged on loading metre basis
- 5) 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.
- 6) COD shipments, transport of dangerous goods and climate controlled transport are not accepted as standard, but must be agreed in advance.
- 7) Invoices will be made available to the Client by VD digitally (PDF and/or Excel) by e-mail or by EDI to the client.
- 8) 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.
- 9) 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.
- 10) For cancellations of shipments within 24 hours before pick-up, an "error freight" shall apply. This means that (part of) the freight costs will still be owed in the event of late cancellation.

Article 4. Dimensions and volumes, packaging and hazardous substances

- 1) The chargeable weight is calculated by VD on the basis of the following conversion factors:
 - a. 1 cubic metre (m³) has a weight of 330 kilograms (kg) / Airfreight 166.66 kg;
 - b. 1 loading metre (ldm) has a weight of 1,750 kilograms (kg) / Airfreight 962 kg ;
 - c. 1 loading metre (ldm) has a volume of 5.3 cubic metres (m³).
- 2) Maximum permitted height of a pallet in Groupage is:
- for the Domestic Network is 180 cm
- for International Network is 210 cm
- 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 produces a higher result, in which case VD shall calculate their tariffs on the basis on this higher result.
- 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 substances (ADR), the sender is responsible for correctly labelling the goods and for providing the hazard card to the driver.

Article 5. Surcharges and other costs

- 1) Unless otherwise agreed in writing, the following surcharges shall apply:
 - a. **Fuel surcharge(s).** The surcharge is publicized monthly on the website of Van Duuren www.vanduuren.nl.
 - b. **Currency Adjustment Factor (CAF).** The surcharge is publicized monthly on www.vanduuren.nl
 - c. Customs documents the costs will 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. 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. **Tail lift**. Charges for loading and unloading with tailgate. International trailers of VD are not standardly equipped with a tailgate. If the Principal wishes the consignment to be transported in a trailer with tailgate, VD may charge a supplement for this, unless it concerns a delivery through the distribution network.
 - f. **POD's** are available free of charge from the Van Duuren website. For requesting a POD via Customer Service, costs may be charged. Van Duuren does not attach hard copies to the invoices.
 - g. The rates apply to normal trade goods. Surcharges may be charged for **ADR** goods.
 - h. In the event of a **deadline delivery** a surcharge in accordance with the quotation shall apply to EU countries.
 - i. For long goods longer than 2 metres and up to a maximum of 6 metres, a surcharge will be calculated in accordance with the quotation
 - j. For second deliveries, a surcharge is applicable in accordance with the quotation.
 - 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 taken 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 transport insurance

The Client shall take out its own transport insurance. VD has, in accordance with the applicable AVC or CMR conditions, limited liability for loss of and damage to goods. Goods to be transported are not insured by VD. All prices and rates in offers and quotations of VD are therefore exclusive of the costs of insurance. VD shall only take out goods transport insurance at a premium to be agreed, following a written request to that effect by the Client prior to commencement of the transport.

Article 8. Pallet exchange

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

Article 9. 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 10. 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 11. 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 case of cross-border transport of goods by road, this shall be on the basis of the Convention on the Contract for the International Carriage of Goods by Road, the CMR Convention. According to these conditions, VD's liability is maximized to 8.33 SDR per kilo (approx. €10.00).
- 3) The Algemene Vervoerscondities (AVC 2002) apply to all agreements concerning the national transport of goods by road.
- 4)
 - a. VD applies a minimum claim amount of €50.00 per consignment for administrative reasons.
 - b. In case of damage, the following action should be taken:
 - In case of visible damage, a specific note must be made on the delivery receipt at the time of delivery whereby the description must be accurate, meaningful, complete and quantified and refer to the goods and contents of the shipment and not to the external appearance of the packaging. For example, the remark "damage" is not sufficient and is a reason to reserve acceptance of the claim.
 - In the event of non-visible damage, a claim must be submitted within 5 working days in the same specific manner as described above for visible damage.
 - c. The damage is calculated on the basis of the customer's purchase value. In case the consignment contains repair goods, VD applies a depreciation of 25% per year.
 - d. VD is never liable for consequential damage
 - e. If a consignment is not delivered on time at the predetermined delivery time, VD is limitedly liable for the damage caused by the delay. The maximum liability shall be limited to the costs incurred to deliver the consignment as soon as possible, which shall be no later than the original period. VD is not obliged to have a separate truck or courier at its expense.
 - f. If a client has taken out its own transport insurance, VD shall only handle claims which are submitted by the insurer of the principal.
- 5) 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.
- 6) The payment of all our services shall be subject to the TRANSPORT AND LOGISTICS NETHERLANDS GENERAL TERMS AND CONDITIONS OF PAYMENT.
- 7) The most recently filed version of the aforementioned conditions and terms shall apply to the agreement concluded with VD. These terms and conditions can also be downloaded, printed and saved on VD's website (<http://vanduuren.nl/downloads.html>).



Article 12 Choice of forum; choice of law

- 1) All disputes arising from or in connection with a contract for national road transport between parties resident in the Netherlands shall be settled by the competent court in Rotterdam, unless parties have agreed otherwise in writing.
- 2) All legal relationships arising from or relating to the contract of carriage shall be governed by Dutch law.