

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 been expressly 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; this can vary from the actual weight.
- 5) **Groupage consignment:** Any consignment of a chargeable weight up to and including 3000 kilograms (kg).
- 6) **LDM:** Loading Metre, this is a metre of loading area of 2.40 metres wide.
- 7) **POD:** Proof of Delivery.
- 8) **CMR:** *Convention on the Contract for the International Carriage of Goods by Road* (Convention Relative au contrat de Transport International de Marchandises par Route). Available as download via www.vanduuren.nl.
- 9) **AVC:** General Transport Conditions filed at the Registry of the District Courts in Amsterdam and Rotterdam. Available as download via www.vanduuren.nl.
- 10) **ADR:** Agreement for the International Carriage of Dangerous Goods by Road - the abbreviation of Accord Européen Relatif au Transport International des Marchandises Dangereuses par Route.

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 whereby each 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 VD has provided them.
- 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 contract or 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 on the basis of: collection from Client (or their agent) to free domicile (DDP) or vice versa.
- 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) Instructions for cash-on-delivery consignments, the transport of hazardous materials and climate-controlled transport are not accepted as standard but should be agreed upon previously.
- 7) Invoices shall be made available to the Client by VD digitally (PDF and/or Excel) by e-mail or by EDI.
- 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) Consignments cancelled within a period of 24 hours before due time of collection are treated as so-called 'dead freight'. This means that (part of) the freight costs shall be chargeable for late cancellation.

Article 4. Dimensions, volumes, packaging and hazardous

- 1) The chargeable weight is calculated by VD on the basis of the following conversion factors:
- 2) 1 cubic metre (m³) has a weight of 330 kilograms (kg) / Airfreight 166,66 kilograms (kg);
 - a. 1 loading metre (ldm) has a weight of 1,750 kilograms (kg) / Airfreight 962 kilograms (kg);
 - b. 1 loading metre (ldm) has a volume of 5.3 cubic metres (m³).
- 3) Maximum permitted height for a pallet in groupage is
 - for the Domestic Network is 180 cm
 - for the International Network is 210 cm
- 4) 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 greater, in which case VD shall calculate their tariffs on the basis of such greater result.
- 5) The term 'extra long cargo' is deemed to mean any consignment, irrespective of the number of packages of which the consignment consists, of which at least 1 (one) package has a length exceeding 2 metres.
- 6) 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.
- 7) In the case of hazardous materials (ADR) the consignor is responsible for furnishing the goods with the correct labelling and the Safety Data Sheet must be given to the driver.

Article 5. Surcharges and other costs

- 1) Unless otherwise agreed in writing, the following surcharges can be levied:
 - a. **Fuel surcharge(s).** The surcharge is publicized monthly on the website: www.vanduuren.nl.
 - b. **Currency Adjustment Factor (CAF).** The surcharge is publicized monthly on the website: www.vanduuren.nl.
 - c. **Customs documents** the costs shall be noted in the quotation.

- d. **Waiting hours.** Waiting costs during loading and unloading that may occur beyond the responsibility of VD shall be charged on to the Client. The free loading/unloading time amounts to a maximum of:
 - loading or unloading < 3 loading metres maximum 0.5 hour
 - 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.** Costs for loading and unloading with a **tail lift**. VD's international trailers are not equipped 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. **Proofs 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 send hard copies with the invoice.
 - g. **ADR Goods.** The tariffs apply to normal commercial goods. A surcharge can be levied for ADR goods.
 - h. **Deadline Deliveries.** In the event of a deadline delivery (with a tolerance of 30 minutes allowed - earlier or later) a surcharge in accordance with the quotation shall apply to EU countries.
 - i. **Extra Long Cargo.** A surcharge in accordance with the quotation shall apply for extra long goods: longer than 2 metres and a maximum of 6 metres.
 - j. **Second Attempt Delivery.** A surcharge in accordance with the quotation shall apply for a second attempt at delivery.
 - k. **Returned Consignments.** The cost of the outbound freight to the consignee and if applicable, also the refusal costs and costs of extra handling shall be charged.
 - l. **Notification of Consignments.** For notification of consignments with a time-lock by means of a booking form, a surcharge shall be levied in accordance with the quotation. 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. Furthermore, 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 in a timely manner 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 Client's failure to do so.

Article 7. Goods in transit insurance

Client should take out insurance for transport. VD works in accordance with the applicable AVC or CMR conditions for limited liability for loss and damage of goods. 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. 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 deemed 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 that are still outstanding.

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 the event of cross-border road transport of goods, this shall take place on the basis of the **CMR** (Convention on the Contract for the International Carriage of Goods by Road). According to these conditions, the liability of VD is maximized to 8.33 SDR per kilogram (approximately € 10.00).
- 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) a. For administrative reasons, VD applies a minimum claim amount of € 50.00 per consignment.
b. In the event of damage, the following actions should be taken:
 - In the case of **visible damage**: at the time of delivery a specific note must be made on the delivery note in which the description is accurate, meaningful, complete and quantified, and relating to the goods and contents of the consignment and not to the outward appearance of the packaging. For example, the statement 'damage' is *not* sufficient and a reason for prejudice in acceptance of the claim.
 - In the case of **invisible damage**: within 5 working days a claim must be submitted in writing in the same specific terms as described above for visible damage.
- c. The cost of damage shall be calculated on the basis of Client's purchase value. In the event that the consignment contains repair goods, VD shall apply a depreciation of 25% per annum.
- d. VD shall never be liable for consequential damage.
- e. In the event that a consignment is not delivered within the pre-agreed time VD's liability is limited to the damages for delay. The maximum liability shall be limited to the costs that ensue from delivering the consignment as quickly as possible, which again is the original lead time at the most. VD shall not be obliged to send at their own cost a separate vehicle or hire a courier.
- f. In the event that a client has arranged his own transport insurance VD shall deal only with claims submitted by the Client's insurer.
- 5) The Logistics Services Conditions (**LSV 2014**) are applicable to logistic activities including unloading, depositing, storage, displacement, loading, stock management, assembly, order handling, order picking, preparing consignments, invoicing, information exchange, and declaring goods to customs authorities.
- 6) Applicable to the payment for all these services are the general payment terms and conditions of Transport en Logistiek Nederland (TLN).

- 7) In every case the terms and conditions listed above refer to the last deposited version is applicable op the contract or agreement entered into with VD. Furthermore, these terms and conditions be downloaded, printed and stored via the website van VD (<http://vanduuren.nl/downloads.html>).

Article 12 Choice of Court; Choice of Law applicable

- 1) All disputes arising from or connected with a contract or agreement relating to inland road transport between parties that have their residence in the Netherlands shall be heard exclusively by the competent court in Rotterdam, unless parties have come to a different agreement in writing.
- 2) Dutch law is applicable to all legal relationships resulting from or relating to the transport contract or agreement.
- 3) In the event of any dispute relating to the content of these terms and conditions, the **Dutch language version** shall prevail.