



General Terms and Surcharges 2026





Groupage up to 2 load metres (LDM)

5 EUROPALLETS

Van Duuren **Groupage**

The best solution if you want to be flexible and transport your freight quickly and very reliably throughout Europe.

 FLEXIBILITY

 HIGH RELIABILITY

Pre-notice	Delivery message (SMS/email) is sent to the recipient in the morning on the delivery day. By phone.	free € 12.50
NightLineEurope	Van Duuren offers defined standard delivery times throughout Europe, allowing customers to count on standardised, timely deliveries to any European country.	price according to quote
NightLineEurope Priority	Offers precisely agreed delivery times (from receiving depot) throughout Europe and gives customers the option to book extra priority deliveries according to our lead time tables. Advantages: • Faster lead times and guaranteed deliveries according to agreed times • Greater planning certainty and less chance of delays • Reliable deliveries with better visibility	€ 25.00
NightLineEurope Fix	Is for delivery on a fixed date, but not on the delivery day according to the transit times. At least +1 working day, maximum +5 working days. No additional storage costs.	€ 25.00
NightLineEurope NextDay	With NightLine Europe NextDay, deliveries of up to 1,000 kg can be made throughout Belgium, Luxembourg, Germany, Switzerland, Austria and large parts of France, northern Italy, Poland, Denmark and Sweden on the day after the shipment is dispatched from Vianen (within 24 hours) . The specific delivery areas can be requested from your contact person.	The surcharge for this is €175.00 per shipment and €1.35 per kilometre (round trip) on top of the price agreed with you for these countries.
Nightline Plus	The sender determines the delivery date (max + 3 days) and the consignment is delivered for a specified time.	8.00 a.m. (price on request) 10.00 a.m. (€ 79.00) 12.00 p.m. (€ 50.00)
B2CLine	Delivery of consignment to a private person. This surcharge includes notification of your consignment: € 20.00. If a time-limited appointment results from this, the Nightline Plus surcharge applies.	€ 36.50
(Fixed) Time window	Surcharge is: for a shipment with a (fixed) time window of less than 1 hour, outside the above-mentioned time windows or a collection with a time window, the option is available on request.	€ 115.00

STANDARD PROCEDURES

- Register export consignments at least one working day before the loading date before 04.00 p.m. , import consignments before 02.00 p.m.
- Loading and unloading time is maximum 15 minutes per address and between 08.00 a.m. and 05.00 p.m.
- Maximum 3,500 kg or 10 m³ or 2 LDM per consignment.
- Maximum weight per package/pallet 1,000 kg, maximum dimensions per package/pallet 2.40 m length, 1.80 m width, 2.10 m height.
- Transports are carried out using covered trailers and box trailers as standard, and are loaded and unloaded from the rear.
- Consignments should be sealed and marked with a Van Duuren label.
- Consignments are delivered with a flap as standard, at no extra charge.

EXTRAS ON REQUEST

Transport Insurance	Your consignment well insured on the road with Van Duuren Transport Insurance.	price on request
ADR / Dangerous Goods	We do not transport all ADR classes / dangerous goods. Ask your contact person about the possibilities.	

Europe:	15% of the freight costs, min. € 31.50 max. € 305.00	ADR
Excluding: CY, DK, FI, GB, GR, IE, MA, MT, NO, SE, TR:	15% of the freight costs, min. € 84.50 max. € 305.00	

Direct from 2 load metres (LDM)

AS FROM 6 EUROPALLETS

Van Duuren **Part load** (from2 LDM)



Van Duuren **Full load** (from 11 LDM)



24/7 online booking via **myVan Duuren.com**. From NL to all of Europe with more than 550 depots connecting 39 countries.

Pre-notice	Delivery message (SMS/email) is sent to the recipient in the morning on the delivery day. By phone.	free € 12.50
Nightline Fix	The sender determines the delivery date. This service may affect the collection date.	Part Load: € 36.50 Full Load: € 26.50
Time Slot Pick Up / Delivery	Up / Delivery The sender chooses a morning (09.00 a.m. – 12.00 p.m.) or afternoon (01.00 p. m. – 04.00 p. m.) for loading or delivery.	€ 36.50
Tailgate	We can pick up and/or deliver your consignment with tailgate, + 20% of the freight costs, minimum:	€ 105.00

STANDARD PROCEDURES

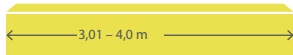
- Notification no later than 2 working days before the loading date by 03.00 p.m.
- Loading and unloading times at no extra charge:
 - to load or unload < 3 loading metres: maximum 15 minutes
 - to load or unload => 3 loading metres and =< 7 loading metres: maximum 1.0 hour
 - loading or unloading > 7 loading metres: maximum 2.0 hours
- Loading and unloading takes place between 08.00 a.m. and 05.00 p.m.
- Transports are carried out using covered trailers or box trailers (13.6m long, 2.4m wide, 2.4m high) as standard.
- Trailers are equipped with lashing straps as standard, 1 per loading metre.
- Information of Delivery within 1 working day of delivery.
- ePOD within a maximum of 5 working days after delivery.
- Leadtime as published on our website.

EXTRAS ON REQUEST

Transport Insurance	Your consignment well insured on the road with Van Duuren Transport Insurance.	price on request
ADR / Dangerous Goods	We do not transport all ADR classes / dangerous goods. Ask your contact person about the possibilities.	

Europe:	15% of the freight costs, min. € 31.50 max. € 305.00	ADR
Excluding: CY, DK, FI, GB, GR, IE, MA, MT, NO, SE, TR:	15% of the freight costs, min. € 84.50 max. € 305.00	

Volume & loading meter calculation

PALLETISED CONSIGNMENTS	Freight charges are calculated on the actual weight, or the volume weight (also called payable weight or taxweight), whichever is higher. A step-by-step explanation of how to calculate this is given below.	
1 or 2 pallets* 1 higher than 1.20 m and 1 lower than or equal to 1.20 m		$LxW / 240 = \text{LDM per pallet}$ $\text{LDM} \times 1750 = \text{volume weight}$ $LxWxH = (M^3) \text{ per pallet} \times 330 = \text{volume weight}$
1 to 5 pallets*		$LxWxH = (M^3) \text{ per pallet} \times 330 = \text{volume weight}$
6 pallets or more is LTL/ FTL		$LxW / 240 = \text{LDM per pallet}$ $\text{LDM} \times 1,750 = \text{Volume weight}$
<i>If the load exceeds the pallet, resulting in stowage loss, charges will be based on the load metres. $LxW / 240 = \text{LDM per pallet}$ $\text{LDM} \times 1750 = \text{volume weight}$</i>		
<i>* Pallets higher than 1.20 m or which cannot be stacked will be charged based on load metres. Pallets lower than 1.20 m which can be stacked will be charged based on volume weight.</i>		
LENGTH GOODS AND/OR NON-PALLETISED CONSIGNMENTS	The freight costs are calculated on the actual weight, or the volume weight (also called payable weight or taxweight), if higher. A step-by-step explanation of how to calculate this is given below. Sender is responsible that from 6 loose packages onwards, consignments are delivered on pallets.	
Single packages If Van Duuren has to palletise loose packages and more, the the following charges shall apply applicable: € 11.00 + € 1.60 per package.		$LxWxH = (M^3) \text{ per package} \times 330 = \text{volume weight}$
Non-palletised package above 23 kg Maximum length 2.40 m Maximum width 1.80 m Maximum height 2.20 m		$LxW / 2.40 = \text{LDM per package}$ $\text{LDM} \times 1,750 = \text{Volume weight}$ Everything over 23 kg MUST be on a pallet. If this is not the case a surcharge of € 26.50 per package applies.
Length goods 2.40 – 3.0 m		€ 63.25 per consignment
Length goods 3.01 – 4.0 m		€ 95.00 per consignment
Length goods 4.01 – 5.0 m		€ 125.00 per consignment
Length goods 5.01 – 6.0 m		€ 165.00 per consignment
Airfreight consignments longer than 2.40 m		On request

In case of stowage loss: calculation based on the number of loading metres required to load the goods.

Possible additional costs

Fuel surcharge	There is no fuel surcharge as long as the pump diesel price is incl. VAT (see www.ok-oliecentrale.nl). Outside this bandwidth, a fuel surcharge will automatically take effect, with any deviation (upwards or downwards) incl. VAT results in an adjustment (up or down) of 1% on the applicable rates. The surcharge is determined at the beginning of each month by calculating the average price of the previous month.	within the range of € 1.10 – € 1.30 per litre outside bandwidt € 0.05 per litre
Currency Adjust-ment Factor (CAF)	Currency Adjustment Factor (CAF). The CAF is calculated on all consignments to and from Switzerland and consign-ments in transit to and from Italy. The cost arises due to the exchange rate between the Euro and the Swiss Franc. CH Bandwidth, 1 CHF: Outside this bandwidth, a surcharge of 0.50% with every € 0.01 increase. IT Bandwidth 1 CHF: Outside this bandwidth, a surcharge of 0.25% with every € 0.01 increase.	€ 0.820 – € 0.829 € 0.820 – € 0.829
Waiting hours	Waiting hour surcharge. Waiting costs during loading and unloading, which arise outside Van Duuren's responsibility, shall be charged at € 95.00 per hour. The loading/unloading time shall not exceed: - loading or unloading < 3 loading metres a maximum of 15 minutes - to load or unload => 3 loading metres and =< 7 loading metres maximum 1.0 hour - loading or unloading > 7 loading metres maximum 2.0 hours For a full waiting day, 8 hours will be charged. A surcharge of € 395.00 applies for a weekend standby.	€ 95.00 per hour € 395.00 weekend fee
Additional charge for unloading and loading flap	Van Duuren international trailers are not equipped with an unloading and loading flap, unless it concerns a delivery via the distribution network. Costs for part and/or full loads are on request.	
Proof of Delivery	PODs are available free of charge via the Van Duuren website. A POD requested via Customer Service costs Van Duuren does not include hard copies with invoices.	€ 10.50
Stackable pallets	Stackable means that there are two or more pallets in the same shipment and that they can be stacked on top of each other. The following conditions apply: - No heavier than 500 kg per pallet - No higher than 120 cm per pallet - Standard pallet sizes (Euro pallet, block pallet) - Stackable pallets must also be delivered safely stacked - If the shipment contains an odd number of pallets, the number will be rounded up - Shipments within the Netherlands are not eligible for stackable status - Shipments with non-standard pallet sizes are not considered stackable. - ADR shipments are considere non-stackable for safety reasons. Stacked shipments are invoiced as follows: - Groupage shipments are invoiced on a CBM basis - LTL shipments are invoiced on an LDM basis	
Delivery Islands Netherlands	For consignments to all Dutch Wadden Islands (Texel, Vlieland, Terschelling, Ameland and Schiermonnikoog) is subject to a charge of the freight amount per consignment.	100% charge
Delivery Islands Germany	Consignments to all German Islands are subject to a surcharge which is available on request. This applies to the following postcodes: 25849, 25859, 25869, 25883, 25938, 25946, 25980, 25992, 25996, 25997, 25999, 26465, 26474, 26486, 26548, 26571, 26579.	
Deliveries Islands France	For consignments to all French islands, price on request.	
Second delivery charge	- A surcharge applies for second delivery charges: - National Network consignments 100% - International Network consignments 70% - Non-network consignments in consultation with the planning department.	
Refused consignments	For refused consignments that have to be returned, the outbound freight costs of the outward freight + refusal costs will be charged with:	€ 15.80 per consignment
Registration of consignments	Delivery to recipient where via booking form, e-mail notification, website, booking portals and/or the like, a surcharge applies: For Amazon deliveries an additional surcharge including 5 waiting days: For (telephone) pre-notification, a surcharge of: If this results in a time-based agreement, the surcharges according to the article 'Time deliveries' apply.	€ 37.00 € 79.00 € 12.50
Storage costs	In case of delayed delivery, storage charges are: From day 4 a storage fee of:	first 3 days free € 10.50 per pallet per day

Possible additional costs (continuation)

Cancellation of consignments	For cancellation of consignments within 24 hours before collection, an 'error freight' will apply, being: Cancellation day before collection < 04.00 p.m. = 70% of agreed freight rate. Cancellation day before collection > 04.00 p.m = 100% of agreed freight rate. Cancellation on working day of collection = 100% of agreed agreed freight rate. Airfreight LTL-FTL can be cancelled up to 12 hours before departure, after which 70% of the agreed price will be invoiced.	
Manual booking	For all consignments that are not offered digitally a surcharge per consignment:	€ 21.00
Maut Germany	For Groupage (consignments Germany smaller than 3500 kg) a surcharge: For LTL / FTL (consignments Germany more than 3500 kg) a surcharge: Surcharge for countries with transit through Germany: Denmark (Scandinavia) per 100 kg Poland, Czech Republic, Switzerland as transit countries per 100 kilograms Austria and Italy as transit countries per 100 kilograms	6.5% 8.2% € 0.58 € 0.76 € 0.99

Customs clearance	Customs consignments will be handled by our business partner Jac Goenee Douane Expeditie B.V.	Prices are as follows:
Costs for EXPORT from the Netherlands	NL Export customs documents incl. 3 subsequent items. CH Import customs documents incl. 3 tracking items. UK Import customs documents incl. 3 tracking items. Prepare UK ENS documents per shipment, incl. 3 tracking items. NO Import customs documents incl. 3 tracking items.	€ 68.50 (each subsequent post € 7.90) € 89.50 (each subsequent post € 7.90) € 89.50 (each subsequent post € 7.90) € 45.00 (each subsequent post €7.90) € 116.00 (each subsequent post € 7.90)
Costs for IMPORT into the Netherlands	NL Import customs documents incl. 3 tracking items. CH Export customs documents incl. 3 tracking items. UK Export customs documents incl. 3 tracking items. Prepare UK ENS documents per shipment, incl. 3 tracking items. NO Export customs documents incl. 3 tracking items.	€ 58.00 (each subsequent post € 7.90) € 89.50 (each subsequent post € 7.90) € 89.50 (each subsequent post € 7.90) € 45.00 (each subsequent post €7.90) € 116.00 (each subsequent post € 7.90)
T1-T2	Prepare/add T1/T2 upon export or closure of T1/T2 upon: Import per document, including 2 tracking items.	T1: € 65.00 and T2: €45.00 (each subsequent item €5.25)
Physical control Customs	Should a physical control by Customs be required, then the costs are:	€ 42.50 per consignment
Advance commission	Amounts advanced, including import duties, taxes and other government levies, will be charged to the Client including a surcharge of 3% on the amount advanced with a minimum of € 31.50 on the VAT and Import Duties and other Government levies advanced.	
CONDITIONS AND SUPPLIES • Customs activities only in combination with transport. • Authorisation direct/indirect representation: VD needs a signed authorisation to send customs consignments. • Indirect representation is only possible when direct representation is not possible. Additional costs may apply. • Invoice and packing list: Each consignment must be accompanied by the invoice and packing list, digitally upon notification and physically on the consignment. • ATR / EUR1 documentation: If applicable, the consignment must be provided ATR (for consignments to Turkey) and EUR1 documentation, digitally upon notification and physically on the consignment. • Advance VAT and Customs charges must be paid within 8 working days. • Customs activities outside the above services on request. These will be invoiced per hour.		

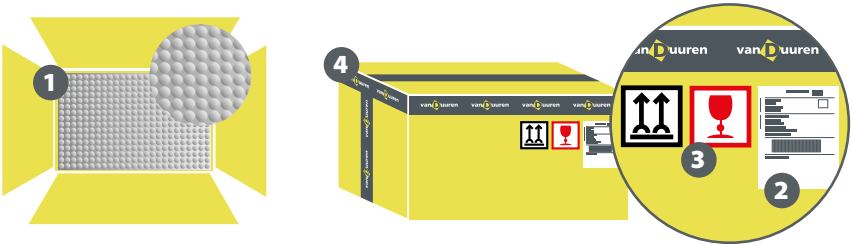
Packaging guide

Basic principles for packing your goods correctly. Proper preparation and protection of goods is essential to ensure that your consignments arrive at their destination in perfect condition. Shipping goods without packaging or goods that are poorly prepared and/or protected for transport may be refused by Van Duuren. Make sure your consignments are well prepared and protected and analyse your packaging before transport with the **packaging check**.

Packing your products correctly

Make sure your products are carefully packed to avoid unnecessary damage during transport.

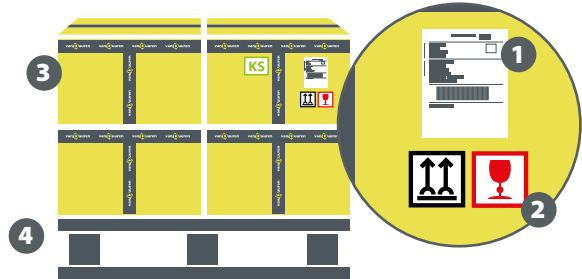
1. Make sure the contents cannot move in the package.
 2. Attach the address label with an SSCC barcode to each package.
 3. Attach any special handling labels in a visible place.
 4. Seal the package/pallet tightly so that it cannot be opened during transport.



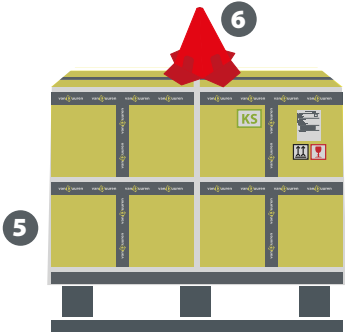
This is how to pack your groupage correctly

Make sure your pallets are carefully constructed to prevent damage during handling.

1. Attach the address label with an SSCC barcode in the top right corner of the long side of each pallet.
 2. Apply any required special handling labels.
 3. Seal the package tightly so that it does not open during transport.

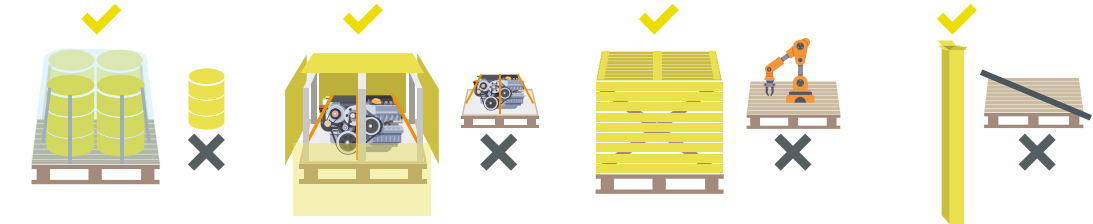


4. Make sure the packages do not hang over the edges of the pallet.
 5. Secure the consignment to the pallet, e.g. with stretch film.
 6. Use 'do not stack' cones if pallets are not stackable.



How to pack your large and heavy items

Below is a series of specific tips for large and heavy items.



A well-packed consignment is essential to ensure that your items arrive safely and intact.

Packaging Check

- 1

LABELLING
Prior to loading, check that the article is correctly labelled with the required information and the full address of the consignee.

2

FASTENING AND STABILITY
Check that the article is securely attached and properly balanced on the pallet/undercarriage, and that there is no danger of tipping over.

3

PROTECTION
Check the quality of your item's protection and packaging to minimise the risk that your goods or those of others during transport will be damaged.

4

PALLET
Check the condition of pallet/undercarriage and make sure it is not missing. Consider whether handling with a forklift poses a risk of damage.



Article 1. Acceptance

These General Terms and Conditions apply to all activities of Van Duuren B.V. A copy of these general terms and conditions will be provided free of charge upon first request and can be downloaded from the website. By placing an order with Van Duuren B.V., the client agrees to the applicability of these conditions.

Article 2. Definitions

In these transport conditions, the following terms mean:

- 1) VD: The private limited liability companies Van Duuren B.V., located at Stuartweg 10 in Vianen, registered with the Chamber of Commerce under number 34202040 and any other subsidiary and sister companies to which these general terms and conditions have been explicitly declared applicable.
- 2) Client: Any natural person or legal entity that assigns VD regarding the transport of goods by road.
- 3) Consignment: The goods to be transported including packaging material.
- 4) Payable weight: The weight used by VD for calculating its rates, which can differ from the actual weight.
- 5) Groupage consignment: Any consignment with a payable weight up to and including 2500 kilograms (kg).
- 6) LDM: Loading meter, this is a meter of loading space 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 International Carriage of Goods by Road). Available for download at www.VanDuuren.com.
- 9) AVC: General Transport Conditions. The General Transport Conditions 2002 are filed with the Registry of the District Court of Amsterdam and Rotterdam. Available for download at www.VanDuuren.com.
- 10) ADR: The abbreviation of the French title of the European Agreement concerning the International Carriage of Dangerous Goods by Road: Accord européen relatif au transport international des marchandises Dangereuses par Route.
- 11) WORKING DAYS: Working days are Monday through Friday. Weekends and dates defined as holidays do not count as working days.

Article 3. Offers and Quotations

- 1) All offers and quotations from VD are non-binding and subject to typographical errors, unless otherwise indicated in writing.
- 2) The prices in VD's offers and quotations apply to normal commercial goods and are exclusive of VAT and other government levies, unless otherwise indicated.
- 3) Our offers and quotations are subject to VD guidelines whereby each client must be creditworthy throughout the entire contractual period. We reserve the right to withdraw the offer at any time when a client proves not to be creditworthy.

Article 4. Rates, Invoicing and Payment

- 1) Unless agreed otherwise in writing, all rates quoted by VD are valid through December 31st of the year in which they were provided by VD.
- 2) VD is entitled to modify its rates at any time if VD can no longer reasonably be expected to perform the agreement at previously agreed rates. Such a situation may arise when new government levies are introduced, existing government levies are adjusted, or when market fluctuations occur which, in VD's judgment, necessitate such changes.
- 3) VD is entitled to pass on any changes in government levies to the Client.
- 4) When VD uses rate scales in its offer or quotation to display its rates, the maximum of the preceding scale applies as the minimum of the subsequent scale.
- 5) Cash on delivery consignments, transport of dangerous goods, and temperature-controlled transport are not accepted unless agreed upon in advance.
- 6) Invoices will be made available to the Client digitally (PDF and/or Excel) via email or EDI.
- 7) Payment of invoices must be made within 14 days after invoice date, in a manner specified by VD in the currency of the invoice.
- 8) Advanced payments, including import duties, taxes, and other government levies, will be charged to the Client afterwards including a 3% surcharge on the advanced amount.
- 9) For cancellation of consignments within 24 hours before collection, a "dead freight" charge will apply. This means that (a portion of) the freight costs will still be due for late cancellation.

Article 5. Dimensions, Volumes, Packaging and Dangerous Goods

- 1) The chargeable weight is calculated by VD based on the following conversion factors:
 - a. 1 cubic meter (m³) has a weight of 330 kilograms (kg) / Airfreight 166.66 kg;
 - b. 1 loading meter (ldm) has a weight of 1750 kilograms (kg) / Airfreight 962 kg;
 - c. 1 loading meter (ldm) has a volume of 5.3 cubic meters (m³).
- 2) Maximum permitted pallet height in Groupage is:
 - for the Domestic Network: 180 cm
 - for the International Network: 210 cm (France 200 cm)
- 3) VD's rate calculations are always based on the actual weight of the consignment, unless the chargeable weight of the consignment in cubic meters or loading meters yields a higher result, in which case VD will use this higher outcome in calculating its rates.
- 4) 'Long goods' refers to any consignment, regardless of the number of packages it consists of, in which at least 1 package measures more than 2.40 meters in length.
- 5) All packages offered for transport must be packaged suitable for transport in accordance with legal guidelines, must not protrude from the supporting pallet, and must be labeled with at least the name and address details of the client and recipient.
- 6) In case of dangerous goods (ADR), the sender is responsible for providing the goods with proper labeling and providing the hazard card to the driver.

Article 6. Surcharges and Other Costs

Unless agreed otherwise in writing, the following surcharges apply:

- 1) Fuel surcharge. The surcharge is published monthly on the website: www.vanduuren.com
- 2) Customs documents costs are noted in the quotation.
- 3) German Maut (toll): For Groupage (consignments to Germany less than 3500 kg): 6.5% surcharge
For LTL/FTL (consignments to Germany more than 3500 kg): 8.2% surcharge. For rates: see page 6.
- 4) Waiting hours. Waiting costs during loading and unloading outside VD's

responsibility will be charged according to the surcharge overview. The free allowed loading/unloading time is maximum:

- loading or unloading < 3 loading meters: maximum of 15 minutes
 - loading or unloading => 3 loading meters and =< 7 loading meters: maximum 1.0 hour
 - loading or unloading > 7 loading meters: maximum 2.0 hours
- For a full waiting day, 8 hours will be charged. A surcharge also applies for weekend stays.

- 5) Tail lift. Costs for loading and unloading with a tail lift. VD's international trailers are not equipped with a tail lift. If the Client wishes the consignment to be transported in a trailer with tail lift, VD will charge a surcharge, unless it concerns a delivery via the distribution network.
- 6) PODs are available free of charge via Van Duuren's website. Costs will be charged for requesting a POD via Customer Service. Van Duuren does not include hard copies with its invoices.
- 7) Rates apply to normal commercial goods. For ADR goods, surcharges will be applied according to the surcharge overview.
- 8) For timed delivery (30-minute tolerance before or after), a surcharge applies for EU countries according to the quotation.
- 9) For length goods longer than 2.40 meters and maximum 6 meters, a surcharge is calculated according to the quotation.
- 10) For second delivery costs upon delivery, a surcharge applies according to the surcharges.
- 11) For return consignments, the freight costs of the outward journey are charged and, if applicable, rejection costs and extra handling costs.
- 12) For registering consignments using a booking form with a time slot, a surcharge is calculated according to surcharges. This also applies to telephone bookings.
- 13) If the delivery address provided is incorrect and we have to correct it manually, we will charge €3.50 per address.
- 14) Fault freight: If VD reserves capacity and this is not used or only partially used, this is called fault freight, which can occur because goods are not ready, nobody is present, or an incorrect address is provided. For fault freight, VD is entitled to charge the agreed freight rate.
- 15) Unless otherwise agreed in writing, toll costs are included in the rates.



Article 7. Registration/Transit Times and Departure Days

Transport orders must be registered one day before loading until 4.00 p.m. at the latest. All activities take place on working days unless agreed otherwise. If the Client requests loading and unloading with tail lift, transport of dangerous goods, or length goods, this may affect regular transit times and departure days. Additionally, transit times and departure days may vary in case of (inter)national holidays or when VD needs to perform customs operations or when specific time windows must be considered. The Client should inquire about specific transit times and departure days in time to prevent delay or late delivery. VD is not liable for any damage the Client suffers as a result.

Article 8. Goods Transport Insurance

The Client must arrange their own transport insurance. VD has limited liability for loss and damage of goods in accordance with the latest General Transport Conditions or, in case of international transport, the latest CMR conditions. Goods to be transported are not insured by VD. All prices and rates in VD's offers and quotations therefore exclude insurance costs. Only after receiving a written request from the Client before the start of transport will VD arrange goods transport insurance for an additional premium to be agreed upon.

Article 9. Pallet Exchange

Pallets will not be exchanged unless explicitly agreed upon in advance.

Article 10. Confidentiality

Parties are obligated to maintain confidentiality regarding all confidential information they have obtained from each other or from other sources within the framework of the agreement, regardless of whether this information is written or verbal and regardless of its source. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

Article 11. Settlement

In deviation from Article 6:127 of the Dutch Civil Code, the Client is not authorized to settle any (claim) demands against outstanding invoices from VD in accordance with the Transport and Logistics Netherlands General Payment Terms, article 1, paragraph 5.

Article 12. Transit Times

Stated transit or delivery times are indicative, and no rights can be derived from them. For timely collection and delivery of consignments, it is of great importance that VD possesses the contact details of both the collection address and the delivery address.

Article 13. Applicable Terms

- 1) The following transport conditions, in addition to other applicable terms and regulations, apply to all agreements concluded by VD. In case of conflict between these transport conditions and other applicable terms or regulations, the latter terms and regulations shall prevail over these transport conditions.
- 2) In case of cross-border transport of goods by road, this takes place based on the Convention on the Contract for the International Carriage of Goods by Road, the CMR Convention. According to these terms, VD's liability is limited to 8.33 SDR per kilogram (approximately € 10.00).
- 3) All agreements concerning national transport of goods by road are subject to the General Transport Conditions (AVC 2002).
- 4)
 - a. For administrative reasons, VD maintains a minimum claim amount of € 175.00 per consignment.
 - b. In case of damage, the following procedure must be followed:
 - For visible damage to a consignment caused by transport, a specific note must be made on the delivery receipt at the time of delivery. The description must be accurate, meaningful, complete, and quantified, relating to the goods and contents of the consignment rather than the external appearance of the packaging. For example,

the remark "damage" is insufficient and grounds for reserving acceptance of the claim. Additionally, the damage must be reported to VD in writing within 24 hours of receiving the consignment, under penalty of forfeiting any right to complaint and/or compensation, without prejudice to other liability limitations.

- For non-visible damage, a claim must be submitted within 5 working days in the same specific manner described above for visible damage. Regardless of the above, VD accepts no liability for damage to fragile goods including but not limited to glassware, earthenware, and cast iron. The client is never entitled to offset any item against the freight charges due.

- c. Damage is calculated based on the client's purchase value. In case the consignment contains repair goods, VD applies a depreciation of 25% per year.
- d. VD is not liable for consequential damage, additional freight costs for replacing a consignment, travel costs, expertise costs, loss of turnover, etc.
- e. If a consignment is not delivered on time according to the pre-determined delivery time, VD has limited liability for delay damages. The maximum liability is limited to the costs incurred to deliver the consignment as soon as possible, which is at most another original transit time. VD is not obligated to arrange a separate truck or courier at VD's expense.
- f. If a client has taken out transport insurance themselves, VD will only process claims submitted by the client's insurer.
- 5) The Logistics Services Conditions (LSV 2014) apply to logistics activities including unloading, entry, storage, exit, loading, inventory management, assembly, order processing, order picking, preparation for dispatch, invoicing and information exchange, and customs declarations.
- 6) Payment for all our services is subject to the TRANSPORT AND LOGISTICS NETHERLANDS GENERAL PAYMENT TERMS, latest version.

- 7) For the above-mentioned terms and conditions, the most recently filed version applies to agreements concluded with VD. These terms and conditions can also be downloaded, printed, and saved via VD's website (<https://vanduuren.com/downloads>).

Article 14 Choice of Forum; Choice of Law

- 1) All disputes arising from or in connection with an agreement for domestic road transport between parties who have their residence in the Netherlands shall be settled exclusively by the competent court in Rotterdam, unless parties have agreed otherwise in writing.
- 2) Dutch law shall apply to all legal relationships arising from or in connection with the transport agreement.



Stuartweg 10
4131 NJ Vianen
The Netherlands

Tel: +31 (0)347-357 000
E-mail: info@vanduuren.com
Web: www.vanduuren.com