



## Kuipers Logistics BV General Conditions

### § art. 1 – General

- a. National transports (that is, within the Netherlands) are governed by the latest version of the Terms and Conditions of Carriage (in Dutch, Algemene Vervoercondities or AVC) of 2002, as filed at the offices of the District Courts in Amsterdam and Rotterdam, the Netherlands, latest version;
- b. International transports are governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR) as also supplementary the Terms and Conditions of Carriage (in Dutch, Algemene Vervoercondities or AVC) of 2002, latest version;
- c. All our forwarding activities are governed by the Dutch Forwarding Conditions (in Dutch, Nederlandse Expeditievoorwaarden), as filed at the offices of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam, the Netherlands, on 4 January 1999, latest version.
- d. The latest version of the warehouse conditions Amsterdam / Rotterdam is observed for all our storage and warehouse facilities filed at the Registry of the District Courts of Amsterdam and Rotterdam.
- e. Purchase or other conditions from the client are not valid, unless they are approved in writing by Kuipers Logistics BV.

### § art. 2 – Measures & Weights

- 1M<sup>3</sup> = 330 kg / 1 loading metre = 1,750 kg
- 1 Euro pallet = 700 kg (0.4 loading metre)
- 1 block pallet = 875 kg (0.5 loading metre)

Per truck, the maximum gross load is 24 tonnes.

Transport is based on transport by canvas trailer of the dimensions 13.62m x 2.47m x 2.66m (L x W x H).

### § art. 3 – Responsibility

- a. Our rates are based on commercial goods that are of normal dimensions, properly packaged, and loaded onto pallets. No tobacco products or liquors. If goods are not packaged or not properly packaged, we assume no liability for any damage that may arise.
- b. Our transports are covered by standard insurance under the CMR Convention. In the event of transport of goods whose value exceeds the maximum amount of liability under the CMR Convention, we recommend that you take out supplementary goods-in-transit insurance yourself.

### § art. 4 – ADR / dangerous goods

- a. ADR surcharge: 20% of the carriage charges, with a minimum of € 27,50 and a maximum of € 127,-.
- b. The sender / client is responsible for issuing the correct documentation and packaging. Any penalties resulting from incorrect packaging or documents are for the account of client.

### § art. 5 – Payment & Conditions

- a. The latest version of the General Payment Conditions of the Fenex (Netherlands Association for Forwarding and Logistics), as filed at the Registry of the District Court of The Hague is observed for all services, operations and contracts. The payment conditions stipulate payment within 30 days after date of invoice, with reservation of credit-acceptance.
- b. Till 30 day's after date of quotation our offer can be used and is valid until the end of each calendar year. For the yearly price changes we refer to the index of the NEA. in the event of any substantial increase in cost-determining factors, we reserve the right to make any interim changes to our rates.
- c. Rates are inclusive the German MAUT and the Switzerland LSVA, but exclusive of VAT and any costs of completing any customs formalities.
- d. Should the client not transfer the amounts due within the agreed upon time and settlement proves not possible, the client - without any proof of default - shall be deemed to be in default and the client shall under obligation by law be obliged to pay interest on the amount overdue. Should the client continue to fail payment, client shall be held accountable for all costs, both legal and extrajudicial costs, including all costs related to external experts, incurred by Kuipers Logistics B.V. as the result of client's failure to comply with any obligations towards Kuipers Logistics B.V. The obligation by client to pay the outstanding amount due will remain in force.
- e. Invoicing will be done per consignment, unless otherwise agreed. Two loading/unloading hours are free., for partial loads one hour. After that, an hourly rate of € 42,50 will be charged based on the signed CMR. Rates are based on one loading address and one unloading address.

### § art. 6 – Fuel-clause

Each time the price per litre as published by TLN (Transport & Logistiek Nederland) rises with € x,xxx, a 1 % diesel oil surcharge will be charged, the first day of each month being the reference date and the Shell price as at xx-xx-xxxx, that is, € x,xxx exclusive of VAT, being departed from (*Fuel clause will be given with an official quotation*)

### § art. 7 – Applicable law and Arbitration

Dutch law is observed pertaining to all services provided and or contracts prepared by Kuipers Logistics B.V. and or all agreements resulting from these services and or contracts. Disputes shall at all times - exclusively - be subject to the competent court in Almelo.

### § art. 8 – Sundries

- a. If weights differ from the above calculation models, the highest-paying weight will always be converted to.
- b. If rates are offered per 100 kg or converted, using the above calculation models, to kilogrammes, then the minimum of each rate line will be the maximum of the preceding one for calculating purposes.
- c. Shipments cancelled within 48 hours of the scheduled loading date will be charged at 75%. So-called dead freights will be charged at 100%.
- d. Length surcharge for 200-300 cm is 2x weight (or weight by volume) / Length surcharge for 301-700 cm is 3x weight (or weight by volume).
- e. Any costs of exchanging and/or returning any packaging materials are not included in the offer.
- f. For deliveries on Monday in North Italy a weekend-purchase will be charged of € 175,00 Centre en South Italy on request..
- g. The locations of both sender and receiver shall be accessible by an international truck combination with a length of 16.5 meters.
- h. Unless otherwise is agreed we presume that (un)loading addresses are open from 8h00 in the morning till 17h00 in the afternoon.