

Kuipers Logistics B.V. – Terms & Conditions 2026

As filed at the registry of the court in Almelo under number 9/2026

§ Art. 1 – General

Kuipers Logistics B.V. acts exclusively in the capacity of freight forwarder and undertakes to have goods transported as referred to in Article 8:60 et seq. of the Dutch Civil Code. All activities are subject to the Dutch Forwarding Conditions of the FENEX, latest version, including the arbitration clause contained therein. You [can read and download these terms and conditions here](#). You will also find them on our website www.kuipers.nl under the header 'General Terms and Conditions'. For the actual transport, Kuipers Logistics B.V. will enter into a transport agreement with Kuipers Transport B.V. or one or more other carriers.

The following shall apply to the transport agreements to be concluded by Kuipers Logistics B.V.:

1. the General Transport Conditions (AVC) 2002, latest version, insofar as transport within the Netherlands is concerned;
2. the Convention on the Contract for the International Carriage of Goods by Road (CMR), supplementing it with the AVC 2002, latest version, as far as cross-border transport is concerned.
3. For rail transport (intermodal) apply; CIM: The Uniform Rules concerning the Contract for the International Carriage of Goods by Rail, Appendix B to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Protocol of 3 June 1999 and in force since 1 July 2006.

Unless expressly confirmed in writing by Kuipers Logistics B.V., any purchase or other terms and conditions of the client do not apply.

In the event of a dispute of interpretation between the Dutch and English versions of these terms and conditions, the Dutch terms and conditions shall prevail.

§ Art. 2 – Storage conditions

All storage work is subject to the Dutch Forwarding Conditions of the FENEX, latest version, including the arbitration clause contained therein. Goods are not insured in any way during storage by Kuipers Logistics.

§ Art. 3 – Liability

- a. Kuipers Logistics B.V. has insured the part for which it is liable according to the above-mentioned conditions. If the value of your goods exceeds the applicable liability or if you want to insure other risks, we recommend that you take out additional insurance.
- b. The loading and unloading of trailers by our drivers is not self-evident. They are not obliged to do so. Of course they are willing to assist, but at that moment they are the responsibility of the client as their own employee. Damage to equipment and cargo caused during loading and unloading operations is not covered by our liability.
- c. The transports are normally carried out with 16.5m 40tonne truck and trailer combinations. If you have specific wishes with regard to delivery, for example if loading/unloading is required with a flap or if an address cannot be reached with a standard combination, we may engage a second carrier to drive part of the route. We will then conclude a separate transport agreement with this carrier for the (mostly national) route in question. A point of attention is that during that process, the carrier in question is liable for the applicable rules in the country in question. This liability of the carrier may be lower than according to the CMR Convention.
- d. Tariffs are based on normally measuring, fully labeled, properly packaged, and palletized free trade goods. No tobacco and/or liquor. In the case of unpackaged, unlabelled, or improperly packaged goods, we do not accept any liability in the event of damage.
- e. If weights are higher than those referred to in Article 4 and this results in overloading, any resulting fines and costs will be charged to the client.
- f. In the absence of cargo documents, we are not responsible for the correctness of the number/type of goods to be transported.
- g. If Kuipers or the parties engaged by it have to provide a (neutral) cargo document, it cannot be held liable for any (writing) errors and/or imperfections in that cargo document.

§ Art. 4 – Weights and measures

1 M3	= 330 kilogram
1 euro pallet	= 700 kilograms (floor area 80 x 120 cm / 0.4 loading meter)
1 block pallet	= 875 kilograms (floor area 100 x / 0.5 charging meter)120 cm
1 charging meter	= 1750 kilograms (floor area 100x240cm)

Autograph of client : _____

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A maximum of 24 gross tons is loaded per trailer.

Rates are standard based on transport by covered trailer / tautliner (dimensions 13.60 x 2.45 x 2.62 meters -LxWxH-).

§ Art. 5 – Transport of dangerous goods (ADR)

- a. When transporting dangerous goods (ADR), we charge an ADR surcharge of 20% on the freight costs. Minimum is € 30.00, maximum is € 130 (for Scandinavia, Great Britain and other destinations where part of the route may be covered by boat, different surcharges apply)
- b. The client is at all times responsible for providing and providing the correct documentation, packaging, labelling, etc. Fines resulting from incorrect packaging or documentation are always at the expense of the client. This responsibility does not lapse if Kuipers Logistics B.V. has to draw up a consignment note if the sender does not provide anything.

§ Art. 6 – Validity of tariffs and payment

- a. Our quotations can be used up to 30 days after the quotation date, unless otherwise agreed and subject to credit acceptance. Quotations are valid until the end of each calendar year and are subject to annual price adjustments based on the NEA price index, unless otherwise agreed. In the event of significant rising cost price factors, we reserve the right to adjust the rates in the interim.
- b. Rates include German Maut, Austrian toll and Swiss LSVA, but exclude: VAT, any CO2 tax, completion of any customs formalities, ferry costs and other toll costs, unless otherwise agreed.
- c. Payment term is within 30 days of invoice date, unless otherwise agreed and confirmed by us.
- d. If the client does not pay the amounts due within the agreed period and set-off is not possible, the client will owe the statutory interest for commercial transactions on the outstanding amount without any notice of default being required. If the client fails to pay the claim, the client will be obliged, in addition to the total amount due at that time, to pay full compensation for the extrajudicial and judicial costs, including all costs calculated by external experts.
- e. Invoicing takes place per shipment, unless otherwise agreed. Ex works shipments will only be accepted under the payment guarantee of the client.

§ Art. 7 – Times

- a. Unless otherwise agreed, we assume that loading and unloading addresses are open on working days from 8:00 a.m. to 5:00 p.m.
- b. Our offers do not take into account any time deliveries, fix loading time or exact day unloading.
- c. In the event of (holiday) driving bans and around public holidays, transit times may differ from the standard situation.
- d. Free loading/unloading times :

up to 3 loading meters	30 minutes free
Up to 6.5 charge meter	60 minutes free
Up to 10 charge meter	90 minutes free
up to complete	120 minutes free
- e. Waiting hours are calculated and charged per quarter of an hour. For a full waiting hour we charge € 75,- excl VAT. After 6 hours waiting we charge a complete day of € 750,- excl. VAT. These prices apply to normal groupage traffic. Different rates may apply to intermodal and/or use of special equipment.
- f. Deliveries on Mondays abroad are possible in consultation. This will be offset by costs for a weekend delivery.
- g. Orders are accepted based on normal transport conditions. Kuipers cannot be held liable for delays caused by force majeure (e.g. strikes, weather influences, etc.).

§ art. 8 – Various

- a. If weights deviate from the calculation models, as referred to in Article 4, the conversion to the highest paying weight is always assumed.
- b. If tariffs are quoted per 100 kilograms, or converted to kilograms, the minimum of the tariff rule is the maximum of the previous rule for the calculation.
- c. Cancellations within 24 hours before loading will be charged for 75%. Cancellations on the day of loading will be charged in full as faulty freight.
- d. Length surcharge 200-300cm = 2 x weight/volumetric weight / Height surcharge 301-700cm = 3 x weight/volumetric weight
- e. Costs for exchanging or returning packaging are not included in our quotations.

Autograph of client : _____

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- f.** Both sender and receiver must be reachable by an international Euro 6 truck combination of 16.5 meters in length.
 - g.** Unless otherwise agreed, Kuipers assumes that loading/unloading addresses can unload trailers from both the side and the rear.
 - h.** Fines arising from reaching (or parking at) the address specified by the client will be charged to the client.
 - i.** It is possible that regular suppliers of the client can book shipments directly with Kuipers Logistics. Such a booking is regarded as an assignment by you as the client. If this is not desirable, you must ensure that the orders are always sent to Kuipers Logistics via you.

§ Art. 9 – Additional services

- a.** Sending or mailing proof of delivery after delivery € 7.50
- b.** Sign up loading or unloading with sender or receiver € 15,00
- c.** Booking shipments via web portals € 30.00 per shipment
- d.** Deliveries to companies such as Amazon, Zalando, Lidl, Edeka, Aldi, etc. only in consultation. Different rates apply.
- e.** If shipments in Italy are delivered by our partner in the distribution network and a second delivery is necessary, 60% of the total transport price will be charged. Unless otherwise agreed.

§ Art. 10 – Applicable law

All agreements concluded with Kuipers Logistics B.V. are governed by Dutch law.

To be completed and signed by customer:

Customer Name : _____

VAT number : _____

Signed by : _____

Phone number : _____

Date : _____

Invoice email address : _____

Signature : _____

Company stamp : _____