

§ Art. 1 – Conditions Transport

Kuipers Logistics B.V. acts exclusively in the capacity of forwarding agent. The Dutch Forwarding Conditions, FENEX final version, inclusive of arbitration clause are applicable to all activities. These conditions can be downloaded: www.kuipers.nl/fenex_GB and will be sent to you free of charge on request. Kuipers Logistics B.V. will enter into a transport agreement with Kuipers Logistics B.V. or with one or several other transporters with regard to the actual transport.

Below conditions are applicable to all transport agreements which are concluded by Kuipers Logistics B.V.:

- The General Transport Conditions (AVC) 2002, final version, if it concerns transport within the Netherlands;
- The Convention on the contract for the international carriage of goods by road (CMR) inclusive the AVC 2002, final version, if it concerns international transport.
- Applicable to all rail transport (intermodal): the uniform rules concerning the contract for international carriage of goods by rail (CIM) appendix B to COTIF of 9 may 1980, as amended by the Protocol of 3 June 1999 in force since 1 July 2006.

Possible purchase- or other conditions of client are not applicable, unless Kuipers Logistics B.V. explicitly confirms otherwise in writing.

§ Art. 2 – Conditions storage

The storage conditions Amsterdam/Rotterdam, filed with the courts of Amsterdam and Rotterdam, final version are applicable to all storage activities. On request, we can send you a copy of these conditions free of charge.

§ Art. 3 – Liability

a. Kuipers Logistics B.V. has insured the part for which she is liable according to above mentioned conditions (art. 1 and 2). In case the value of your goods exceeds the applicable liability or in case you wish to insure other risks, we recommend to take out an additional insurance. Kuipers Logistics B.V. can mediate and advise.

b. Loading and unloading of trailers by our drivers is not self-evident. They are not obligated to do this. Of course they are willing to assist, however at that moment they fall under the responsibility of the client as being their own employee. We are not liable for damage to material and cargo caused during loading and unloading activities.

c. Generally speaking, transport is carried out with 16.5m 40 ton trailer truck combinations. If you have specific wishes with regard to delivery, for example loading/unloading should take place with taillift, we might call in a second transporter to drive a part of the route. We will enter into a separate contract with this transporter for that specific (usually national) route. Attention: During this route the second transporter is liable for the rules in that country. The liability might be lower than according to CMR-contract.

d. Rates are based on normal-sized, fully labelled, solidly packed goods in pallets. No tobacco or alcohol. In case goods aren't packed (properly), or aren't labelled we don't accept any liability in case of damage.

e. If weights exceed the weights mentioned in article 4 and cause overload, possible fines and costs will be passed on to the client.

f. In case of missing cargo documentation we are not responsible for the correctness of the number/type of goods which has to be transported.

g. If Kuipers has to take care of (neutral) cargo documentation, the company can't made liable for possible (writing) errors and/or inaccuracies in that specific documentation.

§ Art. 4 – Sizes and weights

1 M ³	= 330 kilogram	
1 euro pallet	= 700 kilogram	(Floor surface 80 x 120 cm / 0,4 loading meter)
1 block pallet	= 875 kilogram	(Floor surface 100 x 120 cm/ 0,5 loading meter)
1 loading meter	= 1750 kilogram	(Floor surface 100x240cm)

Per trailer max. 24 ton gross is loaded.

Rates are standard based on transport by tilt trailer / tautliner (dimensions 13,60 x 2,45 x 2,62 meter -LxWxH-).

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

a. We charge a surcharge of 20% for carriage of dangerous goods (ADR). Minimum is € 30,00, maximum is € 130,- (other surcharges are valid for Scandinavia, Great Britain and other destinations which partly have to be reached by boat).

b. Client is always responsible for supplying the right documentation, packing, labelling etc. Fines which result from an improper package or documentation are always at client's account.

This responsibility doesn't end if Kuipers Logistics B.V. has to draw up a bill of lading herself if consigner doesn't supply one.

§ Art. 6 – Rates & Payment

a. The general payment conditions of Transport & Logistics Netherlands, filed with the court of 's-Gravenhage apply to all our activities. Payments should be effectuated within 30 days upon invoice date, subject to credit approval.

b. An offer can be accepted until 30 days upon date of offer. Unless explicitly stated otherwise all offers are valid to the end of each calendar year and are subject to yearly price adaptations based on the NEA price-index figure. In case of considerable increasing costs, we reserve the right to adapt prices prematurely.

c. Rates are inclusive of German Maut, Austrian toll and Swiss LSVA, but exclusive of: VAT, Realisation possible customs formalities, ferry costs and other toll costs, unless explicitly stated otherwise.

d. If client doesn't pay the amounts due within the agreed term and settlement appears to be impossible, client has to pay, without proof of default, legal interest with regard to the transaction. If client remains in default he has to pay, besides the total amount due, the entire extrajudicial and judicial costs as well, inclusive of all costs calculated by external experts.

e. Invoicing takes place per shipment, unless explicitly stated otherwise. Ex-works shipments are exclusively accepted with client's payment guarantee.

§ Art. 7 – Times

- a. Unless explicitly stated otherwise we assume that loading- and unloading addresses will be open from 08.00 am – 05.00 pm on working days.
- b. Our offers don't take possible time deliveries, fixed time loading or exact day unloading into account.
- c. Transit times might deviate from standard situations in case of (holiday) driving bans and around holidays.
- d. Free loading-/unloading times :

to 3 loading meter	30 minutes free
to 6.5 loading meter	60 minutes free
to 10 loading meter	90 minutes free
to complete	120 minutes free
- e. waiting hours are calculated and taxed per quarter of an hour. For a full waiting hour we charge € 65,- excl VAT
- f. Deliveries on Monday in foreign countries are possible in consultation. Weekend rate is applicable.
- g. Orders are accepted based on normal transport conditions, Kuipers can't be held liable for delays caused by force majeure (for example strike, weather conditions etc.).

§ Art. 8 – Miscellaneous

- a. if weights deviate from calculation models as mentioned in art. 4, we apply a conversion to the maximum payable weight.
- b. If weights are offered per 100 kilogram or are converted to kilograms, the following calculation is applicable: minimum of rate rule is maximum of previous rate rule.
- c. Cancellations within 24 hours before loading are passed on to the client for 75%. Cancellations on the loading day are fully passed on to the client.
- d. Length surcharge 200-300cm = 2 x weight/volume weight/ Length weight 301-700cm = 3 x weight/volume weight
- e. Exchanging/returning packing costs are not included in our offer.
- f. Both consignor and receiver should be accessible by means of an international truck combination with a length of 16.5 meter.
- g. Unless explicitly stated otherwise, Kuipers assumes that loading- and unloading addresses can unload trailers both via side and back.
- h. Fines with result from reaching (or parking at) the address mentioned by the client will be passed on to the client.
- i. Regular suppliers of client can book shipments directly at Kuipers Logistics. Such a booking is regarded as a client's order. If not desirable, you must make sure orders will always be sent to Kuipers Logistics through you.

§ Art. 9 – Extra services

- a. send or email POD after delivery € 7,50
- b. giving a pre-advice of loading and unloading to sender or receiver € 15,00
- c. booking of shipments via web portals € 30.00 per shipment
- d. deliveries to Amazon, Zalando, Lidl, Edeka and Aldi only on request. Different rates apply.
- e. If shipments in Italy are delivered by our partner in the distribution network and a second delivery is required, 60% of the total transport price will be charged. Unless otherwise agreed.

§ Art. 10 – Applicable law

Dutch law is applicable to all agreements which are concluded with Kuipers Logistics B.V.