

GENERAL TERMS AND CONDITIONS of Van Dijk Logistics Venray BV

Established in Venray and registered with the Chamber of Commerce of Roermond in the Netherlands under number 16075080.

GENERAL

Article 1

- Except where expressly agreed otherwise in advance and in writing, the present Terms and Conditions (T&C) govern all our offers and fee quotes, and/or all contracts formed with our customers under which we undertake to perform or arrange carriage of, order and/or distribute goods, to act as an intermediary, to perform freight-forwarding services, to store goods and/or to supply any other form of good or service whatsoever.
- For the purposes of the present T&C, "customer" means any natural person or legal entity that has formed or wishes to form a contract with us, plus their agents, authorised representatives, successors in title and/or heirs.
- Except where we have expressly stated so in writing, any terms and conditions of our customers do not apply to the offers, fee quotes and contracts described in paragraph 1 of this Article 1.
- The customer will indemnify us against any claims, regardless of what they are called, from third parties if we cannot rely on the provisions of these T&C in respect of the third party and in so far as liability for those claims would be excluded if the third party was bound by these T&C.

Article 2

- Depending on the nature of the total engagement, activity or other supply, or any constituent element that may reasonably be considered to make up a separate engagement, activity or supply, it might be governed not only by these T&C but also by the following standard terms and conditions, or their replacements, that commonly apply in the relevant sector or industry:
 - All our domestic carriage activities are governed by the Dutch Contract for the Carriage of Goods by Road Act (*Wet Overeenkomst Wegvervoer*) and the General Conditions of Transport 1983 (*Algemene Vervoercondities 1983*) as filed with the Registries of the District Courts of Amsterdam and Rotterdam on 1 September 1983;
 - All our cross-border carriage activities by road are governed by the Convention on the Contract for the International Carriage of Goods by Road, or "CMR Convention";
 - All our storage-related activities, in the broadest sense, in the Netherlands are governed by the Warehousing Conditions Amsterdam-Rotterdam (*Veecondities Amsterdam-Rotterdam*) as filed with the Registries of the District Courts of Amsterdam and Rotterdam on 10 February 1955;
 - All our storage-related activities, in the broadest sense, in Belgium are governed by the Belgian General Logistics Conditions 2015 (*Belgische Logistieke Voorwaarden 2015*). Except in the event of wilful intent on the part of Van Dijk Logistics Venray BV or its appointed representative, any compensation for loss or damage is limited to 8.33 Special Drawing Rights (SDR) per gross kilogram that goes missing or is damaged, with an absolute maximum of €25,000 per claim;
 - Insurance of stored goods: with due reference to the Warehousing Conditions Amsterdam-Rotterdam for storage in the Netherlands, and to the Belgian General Logistics Conditions for storage in Belgium, Van Dijk Logistics Venray BV does not warrant that the stored goods are insured, except where the relevant terms and conditions state otherwise.
The following risks remain with the owner of the goods:
 - The risk of loss or damage for which Van Dijk Logistics Venray BV is not liable, including loss or damage from force majeure, natural disasters, fire or theft where Van Dijk Logistics Venray BV bears no demonstrable culpability;
 - The risk of loss or damage in excess of the limitations of liability as established in the relevant terms and conditions (e.g. in excess of 8.33 SDR per kilogram or €25,000 per claim in Belgium);
 - The risk of indirect or consequential loss or damage, including loss of income, disrupted production or missed deliveries as a result of loss of or damage to stored goods.

If the owner of the goods wishes to cover these risks, they should take out additional insurance of their own;

- All our freight-forwarding activities are governed by the Terms and Conditions of the Dutch Federation of Freight Forwarders (*Federatie van Nederlandse Expeditieorganisaties*, or Fenex) as filed with the Registries of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam on 2 March 1987;
 - All our physical distribution activities are governed by the Physical Distribution Conditions as filed with the Registry of the District Court of The Hague on 1 September 1983;
 - All rail carriage is governed by the Convention Concerning International Carriage by Rail (COTIF-CIM) signed in Bern on 9 May 1980;
 - If the loss, damage or late delivery occurred on a route section not governed by any provisions of mandatory law (i.e., with shipment by sea under non-negotiable receipt), the claim will be handled in accordance with the rules for liability and compensation for loss or damage under the CMR Convention.
 - If the loss or damage or the precise cause of the delay cannot be associated with a single route section, or extends across more than one route section, the situation will be governed by the provisions of the CMR Convention.
 - If the cargo is lost or damaged while in containers, swap bodies or trailers standing or being transhipped on a quay or at a terminal between separate route sections involving combined carriage, before the carriage is undertaken or after it is completed, liability and compensation for the loss or damage will be handled in accordance with the provisions of the CMR Convention. Damage to containers and means of transportation that have been entrusted to Van Dijk Logistics Venray BV will be handled in the same manner as loss of or damage to cargo.
- If the standard terms and conditions described in paragraph 1 of this Article 2 undergo revision, their revised text will prevail from the date on which the text of the revised standard terms and conditions is published on our website.
 - We furthermore reserve the right to declare in advance that specific engagements, activities or other supplies are governed by other standard terms and conditions besides those described in paragraph 1 of this Article 2.
 - In the event of any incompatibility between the terms and conditions described in paragraphs 1 and 3 of this Article 2 and those terms and conditions, we may decide at our own discretion which of those terms and conditions to invoke.
 - In the event of any dispute between Van Dijk Logistics Venray BV and the customer concerning the question of which of the standard terms and conditions described in the present Article 1 apply or applied, we reserve the right to determine which of the standard terms and conditions apply or applied.

Article 3

Except where expressly agreed otherwise in writing, all engagements will be carried out in whatever sequence we determine. For these purposes, the capacity of the available apparatus and its utilisation ratio will be taken into consideration for establishing when an engagement commences and is completed. Except where other arrangements are made, we may decide at our own discretion how to carry out engagements.

Article 4

- If any irregularities occur while the activities are being performed that prevent those activities from being performed, or from being performed in accordance with the contracted engagement, we are required to seek instructions from the customer.
- The cost associated with seeking such instructions and the cost of carrying out those instructions will be payable by the customer.

Article 5

A copy of the present T&C will be sent to the customer on request. The full text of the T&C is also available for reference at the offices of van Dijk Logistics Venray B.V., located at Energieweg 21 in Venray.

Article 6

In so far as the present T&C do not state otherwise, any and all disputes arising in connection with a supply contracted under these T&C, including claims relating to a cash-on-delivery arrangement, will be referred exclusively to the Dutch court system, and specifically the District Court of Rotterdam, unless we refer the dispute to a different court. All such disputes will be settled in accordance with Dutch law.

Article 7

- We are not liable for loss, damage or costs, regardless of what they are called or what their cause is, where the customer or a third party (either for free or in exchange for payment):
 - uses our equipment and/or workers;
 - asks us to carry out activities that are not covered by pre-existing contracts and we perform those activities in accordance the customer and/or third party's instructions.
- Similarly, we are not liable for loss, damage or costs, regardless of what they are called or what their cause is, that arise from services, activities and/or deliveries for which no fee was charged.
- Loss or damage must be noted on the waybill at the time of unloading and notified in writing within 7 days after the date of unloading, accompanied by a clear description of the reason. Claims must be made in writing, accompanied by the invoice and/or a report of the loss or damage and further documentation that is necessary for handling the claim such as photographs.
- Under no circumstances is Van Dijk liable for consequential loss or damage, or for loss or damage resulting from circumstances outside our control, including delayed trains, weather, pandemics, terrorism, war and the risk of strikes.

CARRIAGE

Article 8

- It is the customer's responsibility to supply correct details of measurements and weights. Any inaccuracies in the measurements may cause delays in the fulfillment time. Except where agreed otherwise in the offer or fee quote, the maximum height of the goods is 240 centimetres.
 - Stated fulfillment times may be different during holiday periods and on public holidays in the countries where the transport is carried out. No rights may be derived from contractual fulfillment times during holiday periods and on public holidays.
 - Deliveries and collections requiring a fold-down lid or a truck-mounted forklift are subject to a mark-up. For such shipments, an offer or fee quote will be provided on request. The maximum weight is 1850 kilograms per load metre.
 - Goods where the actual place of pick-up is to be removed are subject to a mark-up. An offer or fee quote will be given for that mark-up. Van Dijk Logistics Venray BV is not responsible for loss or damage in connection with deliveries where the actual place of pick-up is removed.
 - Except where agreed otherwise in writing, EUR-pallet exchange is not possible.

- For cross-border carriage activities, the engagement for carriage does not include loading or unloading.
 - Where the loading and unloading activities are not included in the engagement for domestic carriage activities, we are not liable in connection with the loading or unloading, and the customer indemnifies us against all third-party claims, regardless of what they are called.
- Where the customer presents one or more containers and their contents for carriage, and we did not load the containers, we are not liable for loss or damage resulting from the manner of loading.
 - Where the customer presents goods for carriage that are stacked on pallets and/or packaged in such a manner that it is impossible to verify the number and/or contents of the packages, we are not liable for their number or contents.
 - Where we are unable to check the loading, and/or if checking the loading would significantly delay the transport, as determined at our discretion, we are not liable for the number of the packages or the quality of the loading.
 - All goods presented for carriage must be packaged properly. Van Dijk Logistics Venray BV is not liable for hidden defects in the packaging, even where it has taken receipt of the goods. Van Dijk reserves the right to refuse to carry any goods that are not properly packaged. All goods must be packaged in accordance with prevailing laws, with name and address details clearly visible. Where the name and address details are not clearly visible, this could result in longer fulfilment times.
- In no instance may the customer load, or cause to be loaded, any cargo that exceed the vehicle's legally permitted maximum load weight. The customer indemnifies us against the consequences of and/or loss or damage caused by overloading through or as a result of the customer's actions.
- Where relevant, we are entitled to outsource the carriage to third parties.

Article 9

- Except where agreed otherwise in writing, our fees cover only the cost of carriage from the place or places of loading to the place or places of unloading.
- In no instance do those fees include:
 - costs of customs clearance;
 - VAT;
 - levies and charges;
 - import duties;
 - disbursement fees;
 - road taxes besides commonly levied Dutch road taxes, in whatever form;
 - tunnel charges;
 - river ferry charges;
 - sea ferry charges;
 - costs of preparing customs paperwork or other documentation;
 - fuel charges;
 - currency charges;
 - mark-ups for additional places of loading and unloading;
 - costs of storage or transhipment;
 - insurance;
 - administrative costs charged separately to us.

Where we incur these costs, we will pass them on separately to the customer.

- All fees are based on the assumption that locations are easy to access and/or on drivable routes. If it emerges while the engagement is being carried out that any of the locations are not easy to access, we reserve the right to add all additional costs incurred as a result to the fee.

Article 10

The provisions of this Article 10 govern, alongside the other provisions of these T&C, all carriage requiring special permission or dispensation from one or more government authorities.

- If the customer so requests, we may apply for the licences, permits and dispensations that are needed for carrying special goods. All costs associated with that application or with the licence, permit or dispensation will be charged to the customer.
- We are in no instance liable for failure to obtain a licence, permit or dispensation, or to obtain the correct one.
- Where a licence, permit or dispensation that is needed for the carriage cannot be obtained, for whatever reason, the carriage will not be carried out, and all costs that we have incurred in that connection will be charged to the customer.
- For carrying special goods, Van Dijk Logistics Venray BV will comply with all legal rules and requirements and with any instructions given by government authorities or civil servants, whether or not they possess the necessary authority. Any additional costs incurred as a result will be charged to the customer.

Article 11

The provisions of this Article 11 govern, alongside the other provisions of these T&C, all carriage of goods that are shipped in cooled or frozen condition or that otherwise need to be kept at a virtually constant temperature.

- Before the carriage commences, we or our drivers must be given the opportunity, at our own discretion, to inspect the temperature and quality of the cargo at various points.
- Where the quality and/or temperature do not match the details shown on the waybill and/or other documentation accompanying the cargo, a record will be made of this on the waybill, with an explanation.
- If we or our drivers do not have, or are not given, the opportunity to inspect the cargo, a record of this will be made on the waybill.
- In the situations described at b. and c. of this Article 11, we are not liable for any loss of quality or quantity, nor for any temperature deviations on delivery of the cargo.

CUSTOMS

Article 12

- Where we handle customs formalities, the customer bears the risk and cost. We are liable only for loss, damage or costs resulting from errors in how the customs formalities are handled, and only if the customer can demonstrate gross culpability or gross negligence on our part.
- The customer indemnifies us at all times against claims from government authorities in connection with customs duties, taxes, excise duties etc. on goods for which we handled the customs formalities at the customer's instructions.

FEES, OFFERS AND FEE QUOTES, PAYMENT

Article 13

- An offer or fee quote issued by Van Dijk Logistics Venray BV does not constitute a contract. Fees are based on the rates, wages, prices etc. as they are on the date of the offer or fee quote, or else on the date on which the contract is formed or the date of the actual supply of goods or services. Changes to one or more of those factors automatically carry over to the fees. The new fees are then also binding for contracts that are already in place. However, except where expressly agreed otherwise, if the fees change within three months after the contract is formed, the customer is entitled to rescind the contract.
- Changes to rates and costs that are imposed by government authorities or that are caused by factors beyond our control will be passed on to the customer, including major disruptions of road and rail traffic and other circumstances that force detours.
- Fuel clause: The fuel charge is based on the prices published on www.oliecentrale.nl/producten/lijstprijs-brandstof. For every €0.05 increase, the base rate will be increased by 1%. The percentage of the increase is calculated on the first working day of each month, and then remains fixed for the whole month. In no instance will the fuel charge be negative.
- Dead freight: If a shipment is cancelled on the date on which it is to be collected, we will charge the customer 80% of the contractual freight fee.
- If no proof of delivery is provided, the customer may not suspend the obligation to pay the invoice.
- Proof of delivery may be requested free of charge up to 30 working days after the date on which the shipment was sent. After that period Van Dijk Logistics Venray BV is obliged only to make its best efforts, and will moreover charge €25 as an administrative fee.
- All-risk insurance for goods will be taken out only on written request.

Article 14

- To the exclusion of the provisions regarding payment in the standard terms and conditions described in paragraphs 1 and 3 of Article 2, payment for activities for which we are contracted and for goods and services that we supply is governed by the provisions of paragraphs 2 to 7 of this Article 14.
- Except where payment in cash has been agreed, the customer is required to pay the amount owed within 14 days after the date of the invoice. If payment is not made within that time, the customer will owe not only the principal sum but also interest on any amounts not paid by the payment deadline, calculated from that date at the statutory rate in the Netherlands, plus an administrative charge of 10% of the principal sum.
- Except where agreed otherwise in writing, the customer's maximum outstanding payment is €4,000.
- The customer is not entitled to debit or credit any amounts that we charge to the customer under any contract formed with the customer.
- Without prejudice to the provisions of paragraph 2 of this Article 14, if the customer fails to pay and we proceed to collect the unpaid amount by judicial or extrajudicial means, the customer will be charged for all costs that we incur or have incurred and any related costs, including extrajudicial debt collection costs.
- We are entitled to hold back goods, funds and documents - in the broadest sense - for the risk and expense of the customer and/or the owner until all due and payable claims have been paid, or for forwarded goods to take possession of the amount payable on delivery.
- All goods, documentation and funds that are in our possession or come into our possession, on whatever grounds and for whatever intended destination, serve as collateral for all our existing or future claims on the customer or owner.
 - If a claim remains unpaid, the collateral will be sold in the manner prescribed by law or, if so agreed, by private sale.
- On request, we may replace the collateral with an alternative and equal form of security, as determined exclusively at our discretion.
 - The customer may in no instance rely on an extension of payment deadlines that we granted, expressly or otherwise, in connection with earlier engagements.

INSURANCE

Article 15

Any and all forms of insurance will be provided for the customer's risk and expense and exclusively based on written instructions. Instructions to take out insurance must contain a precise description of the risks that are to be insured. In the absence of precise details, the instructions will be considered not to have been given or accepted. We are at all times entitled to refuse instructions to take out insurance on compelling grounds.