



## **General Terms and Conditions for Logistics Services 2019 - OCEAN Schenker Logistics Nederland B.V. (hereinafter: 'Schenker')**

### **GENERAL SECTION**

#### **General provisions**

All our transactions are carried out in the capacity of freight forwarder.

To the extent that there is no derogation from these General Terms and Conditions or where it has not been provided otherwise by agreement, all activities, transactions, quotations, agreements, legal and factual actions shall be exclusively subject to the most recent version of the FENEX Dutch Forwarding Conditions deposited by FENEX at the Registry of the District Courts in Amsterdam and Rotterdam, excluding the arbitration clause. A dispute having arisen shall be submitted to the competent court in Rotterdam should an amicable settlement prove impossible. The FENEX Dutch Forwarding Conditions were handed over to you prior to or at the time of the contract's conclusion, and as such may be re-sent free of charge upon request. The Terms and Conditions can also be read and downloaded from: <http://www.fenex.nl/fenex-voorwaarden> under the heading 'Nederlandse Expeditievoorwaarden'.

In the event that Schenker undertakes to transport goods by road/sea/air/rail, the relationship between the parties shall be subject to the (mandatory) conventions, statutes and regulations as well as the provisions of the transport documents (sea/air waybill, consignment note, etc.), with due observance for these General Terms and Conditions. Transport documents are understood to mean the transport document issued by the logistics provider or its auxiliary persons or the document having been signed by one of these in the capacity of consignor. The General Transport Conditions (AVC 2002) apply in the case of domestic road transport in the Netherlands. Should the CMR Convention be applicable, then the General Transport Conditions shall apply as a supplement thereto. The latter conditions also apply on a supplementary basis to international road transport. Should and to the extent that the aforementioned conventions, laws, statutes and provisions do not regulate liability, the most recent version of the FENEX Dutch Forwarding Conditions applicable at the time of the agreement's conclusion shall additionally apply.

By simply accepting the offer made by Schenker or upon the commencement of the execution of its services and activities, the contracting party accepts these General Terms and Conditions. Other Terms and Conditions and regulations belonging to the Principal shall not apply. Schenker shall not be held liable for any derogation from these Terms and Conditions, unless such derogation has been agreed in writing, approved and signed by an authorised Schenker representative.

#### **Limited liability**

Schenker benefits from limited liability. The impact of this limited liability is that while Schenker is not liable at all times for a claim resulting from damage or loss, this liability also often does not cover the total value of the shipment. It is therefore also recommended that goods be insured against transport risks to ensure full coverage of the actual value of the goods during transport. This insurance is not included as standard and shall not be taken out automatically. As a service to our customers, Schenker can, in principle, provide goods insurance at very competitive premiums and under favourable conditions. To take advantage of this, please contact your contact person, who will inform you about all conditions, rates and exclusions.

#### **Consequential damage**

At no time shall Schenker be liable for indirect damage, which includes, but is not limited to, consequential damage and economic loss or damage, including lost profits or income, missed savings, loss of sales territory or goodwill and damage due to business interruption.

#### **Claim**

Schenker must be notified in writing of a well-founded claim for damages within the applicable statutory deadlines or, in the absence of such a deadline, at least within 30 (thirty) days of the time when the goods were delivered or should have been delivered at the following email address: [corp.smbenelux.Claims@db-schenker.com](mailto:corp.smbenelux.Claims@db-schenker.com). After this period, all claims against Schenker are null and void. Notwithstanding all of the above, a claim for loss or damages shall not be dealt with, until such time that all transport costs have been paid. The amount of the claim may not be deducted from any transport or other costs owed to Schenker.

#### **Restrictions**

Schenker shall be entitled to unilaterally amend its rates at any time in the event of a change to one or more elements determining the price, due to no fault of Schenker, such as amendments to the current legislation and regulations, and changes to market and specific circumstances, such as, but not limited to: unforeseen charges, supply quotas, transport index, acceptance criteria, availability criteria, pre-processing, rate increases at the time of final processing, duties and environmental taxes.

Furthermore, Schenker reserves the right to cease the transportation of a shipment at any time, after acceptance, in the event that such shipment has the potential to result in damage or delay to other shipments, equipment or personnel. Schenker may also refuse to provide service, or parts thereof, where such provision of service is prohibited by law or regulation. This includes, but is not limited to, U.S. law, European Union law or national regulations and includes, but is not limited to, laws and regulations relating to embargoes and the combating of terrorism. At its sole discretion, Schenker shall at all times be entitled to terminate provision of service in whole or in part, without prior notice and without this giving rise to any liability on its part towards the principal. Schenker shall charge on any costs that may arise as a result therefrom to the principal.

Schenker does not transport goods that entail a potential danger to people or animals or means of transport or that could otherwise harm or damage other goods transported by Schenker, or for the transport, export or import of which into the relevant country is prohibited under applicable law. Schenker also does not transport live animals, money or negotiable documents (such as cheques, bills of exchange, bearer securities), personal effects, antique coins, corpses, organs or body parts, tobacco, excisable goods, stamps, precious stones, precious metals, deeds, jewellery, precious stones, antiques, works of art, firearms, weapons, ammunition or other items of exceptional (and high) value, unless expressly agreed otherwise in writing. Should the shipment of such objects not have been expressly agreed, Schenker accepts no liability for such shipments that have been accepted in any way whatsoever.

All shipments to or from countries that are included on the EU's sanctions list ('Consolidated list of sanctions') may be refused or accepted should they be accompanied by a statement signed by the Principal of the "Customer Statement on Trade Compliance" drawn up by Schenker. The signed 'Customer Statement on Trade Compliance' must be submitted by the Principal in advance and shall be archived by Schenker in accordance with the statutory regulations.

#### **Packaging and marks and signs**

The goods must be presented in packaging intended for transport. Each package must be clearly marked with the product data, the full address of the consignee and consignor, symbols indicating how the packages should be handled, etc. Specifically for sea freight shipments, the name of the port of discharge must also be marked on the goods. Any outdated information must be removed or made illegible. The Principal remains liable for any damage caused by the absence of packaging suitable for transport. The Principal is also liable for costs and/or complaints resulting from incorrect or incomplete information.

For land transport, a transportable packaging means: Packaging must be suitable for road transport, preferably palletised and overhanging (protruding) goods must be avoided.

For maritime (ocean) transport a transportable packaging means: Goods that are packaged in a seaworthy manner and for which the packaging material complies with the ISPM-15 standards (fumigation). Attention, fumigation is not included in our quotation and any costs for this are always payable by the Principal.

For air transport, a transportable packaging means: goods that are packaged in an airworthy manner, in sealed packaging, free of tampering.

#### **Liability for costs**

The Principal shall be liable for all costs, including freight, rights, etc. Should Schenker be entitled to charge these costs to the party responsible for them under the delivery conditions, this shall in no way change the fact that the Principal shall always remain jointly and severally liable towards Schenker, regardless of whether or not the transport document has been transferred. The Principal shall defend, indemnify, and safeguard Schenker against costs of any nature whatsoever arising from a breach of these provisions or applicable legislation. The Principal is also responsible for the correct and complete provision of all relevant information, such as delivery address, volume, (customs) instructions, and requirements. If incorrect information is provided, all costs resulting from this shall also be charged to the account of the Principal.

#### Payment conditions

- Rates are exclusive of VAT and only valid for the duration offered;
- The person who arranges the transport remains liable for all government levies payable in the importing country, including, but not limited to: VAT, import duties and miscellaneous duties;
- Our invoices are drawn up in euros, unless otherwise agreed, and must be paid within the period as stipulated in the special section of these conditions, and shall be calculated as from the date of the invoice. Should the customer fail to pay one or more invoices on time, the customer shall immediately be found to be in default and without any further summons or notice of default being required. Should the payment term be exceeded, Schenker is entitled to charge interest at the rate of 8% per year, with a minimum of € 50, insofar as permitted by law;
- In addition, Schenker is also entitled to a reimbursement of the (extra) judicial costs. These costs shall be fixed at a minimum of 15% of the outstanding invoice amount including VAT, with a minimum of € 154.75 without prejudice to the right of full compensation;
- A possible credit limit shall be unilaterally fixed by Schenker;
- Payment by cheque will not be accepted;
- Invoicing and payment in EUR;
- Transportation takes place with a carrier of Schenker's choice;
- Complaints must be made by email to [corp.sm.receivables.nl@dbcschenker.com](mailto:corp.sm.receivables.nl@dbcschenker.com) and must be sent to this email address within seven days of the invoice date;
- Should the customer not be in possession of the permission pursuant to Article 23 (permit for import with reverse charge of VAT), Schenker may demand immediate payment (cash on delivery).
- Rates are exclusive of (temporary) storage, unless otherwise agreed.

#### Mandatory law

All conditions agreed between the parties shall be governed by Dutch law. Should a provision of these Terms and Conditions, a provision referred to or a provision of Dutch law be found in conflict with a provision contained in the convention or in other conventions, applicable laws, government regulations, assignments or requirements which can not be derogated from based on agreement between the parties, this provision shall be considered null and void. The nullity of the provision in question shall not affect the validity of the other provisions.

#### Applicable law - Jurisdiction

All legal relationships to which these General Terms and Conditions apply shall be governed exclusively by Dutch law. Disputes shall be submitted exclusively to the courts of Amsterdam or Rotterdam, the Netherlands.

### **SPECIAL CONDITIONS OCEAN**

**This quotation contains ocean freight services which are based on the tariff or freight and other charges (as the case may be) of the NVOCC SCHENKER Ocean Ltd and will be provided strictly on the terms, conditions, exceptions, limitations and liberties of carriage expressly set out or referenced in the Bill of Lading form of SCHENKER Ocean Ltd. It is mutually agreed that these terms, conditions, exceptions, limitations and liberties are subject to the laws of Hong Kong and that the jurisdiction for any claims or disputes against SCHENKER Ocean Ltd under or in connection with the Bill of Lading is Hong Kong.**

- Transportratio LCL: 1 CBM = 333 kgs, 1 LDM = 1850 kgs, 1 Europallet = 750 kgs
- Schenker Logistics Nederland B.V. is dependent on information as provided by third parties (such as shipping companies) for issuing the tare mass of the provided container. Therefore, Schenker Logistics Nederland B.V. is never liable for damage, including but not limited to direct damage, indirect damage, fines, demurrage and detention, following from or in connection with an incorrect tare mass as indicated on the outside of the provided container, causing a VGM (Verified Gross Mass) which is issued by you to be incorrect.
- They payload of the container may never exceed the maximum payload as indicated on the outside of the provided container. Additionally the payload and total weight of the container has to be within the weight limitations applicable in resp origin and/or destination countries.
- Lege containers dienen in propeere toestand teruggebracht worden naar het vermelde depot: d.w.z. geen (verpakkings)afval of ander vuil, geen nagels op/in devloer, geen resten van "lashing/dunnage"-materialen, geen IMCO- of andere labels.
- Costs related to cleaning or repairing of return containers will be for account of the principal with an additional admin fee of EUR 10 per container / per event.
- Credit limitation: 2% over invoice amount (This can be waved when payment occurs before mentioned payment date).
- Advance payment fee: 2% over import duties and VAT.
- Shipped on Board date will be applicable for calculation of the applicable freight costs. In case the shipping date falls outside the validity period of the quotation, this might affect the amount of the pre-calculated tariffs.
- Quoted rates are subject to duties and/or VAT
- For quotations with validity longer than one month, confirmation of approval in written should be done within 14 days after quotation date, in case this does not happen the quotation is invalid.
- All packing material made of wood need to be treated and marked accordingly to the guidelines of ISPM 15. This is also applicable for loosewood which has been used. These guidelines can be found on the website of the "International Plant Protection Convention" <http://www.ipc.int> or [www.smhv.nl](http://www.smhv.nl). If required we will have to receive a valid Non-wood Certificate.
- Without written request your cargo is not insured.
- Rates are excl. IMO surcharge. IMO cargo on request only and subject to acceptance by the shipping line.
- Rates subject to space and equipment availability.

#### Dangerous Goods

For the transport of dangerous goods by sea, the applicable laws and regulations (such as IMDG) must be complied with. If the goods do not only go by sea, the laws and regulations for those concerning modalities apply accordingly (such as RID/ADR/IATA-DGR). These goods may only be offered if they are packed in approved packaging, provided with the correct marks and labels.

The client is responsible for providing Schenker with all necessary information and documentation regarding these goods. All costs and liabilities that are the result of non-compliance with obligations and responsibilities arising from these legislation are for the client.

The client is obliged to inform Schenker about, among other things, the UN number, the official shipping name supplemented with the technical name when required, the (hazard) class, if assigned the packaging group, the number and the description of the packages. Where appropriate, additional information or documentation may be requested, for example in the form of a safety data sheet. In these cases the client is obliged to provide this information or documentation on first request. Due to local legislation, this information is also required for limited quantities (Limited Quantity or LQ) when sent through an international node.

All costs and liabilities that are the result of non-compliance with obligations and responsibilities arising from these legislation are for the client.

The extra costs for the transport of goods that fall under the dangerous goods regulations depend on the country of destination and the classification, and will be made known on request. The extra costs also apply to limited quantities.

Air/Ocean shipments will only be approved after acceptance by the Airline/Carrier and will be collected subject to acceptance at all times.