

Schotpoort Group B.V.

GENERAL TERMS & CONDITIONS

Part of your success.



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General Terms & Conditions Schotpoort Group B.V.

These General Terms and Conditions apply to all activities that Schotpoort Group B.V. and all of its subsidiary companies conduct as contractor, commissioned by/ for the purpose of its clients.

Schotpoort Group consists of the following companies:

- Schotpoort Group B.V., registered at the Dutch Chamber of Commerce under registration number 08008674;
- Schotpoort Logistics Eerbeek B.V., registered at the Dutch Chamber of Commerce under registration number 08031780;
- Schotpoort Warehouse Eerbeek B.V., registered at the Dutch Chamber of Commerce under registration number 08031871;
- Schotpoort Materials B.V., registered at the Dutch Chamber of Commerce under registration number 63637715.
- Schotpoort LCE B.V., registered at the Dutch Chamber of Commerce under registration number 68821956.

For the purpose of these general terms and conditions, all of the companies of Schotpoort Group, no matter if acting together or separately, are referred to as 'contractor'.

1. General terms & conditions

- 1A.** In addition to the General Terms & Conditions, dependent on the activities, the latest versions of the following general branch terms and/or conditions apply.
- 1B.** To national road transport: the Algemene Vervoerscondities (General Transport Conditions) (AVC 2002);
- 1C.** To international road transport: the CMR convention, supplemented by the AVC 2002.
- 1D.** To all logistic activities: the Logistieke Service voorwaarden 2014 (LSV 2014), with the exception of art. 14.
- 1E.** To forwarding activities (expeditie ex art. 8:60 BW), transport mediation / -management of sea and/or air freight, special / exceptional transport, vertical transport (crane lifting operations) and customs – and fiscal activities: the Nederlandse Expeditievoorwaarden (Dutch Forwarding terms and Conditions) with exception of art. 23.
- 1F.** The client declares to be aware of the afore mentioned terms and conditions and their applicability on any agreements with the contractor.
- 1G.** On request a copy of all mentioned terms and conditions will be provided at no costs.

2. General Provisions

- 2A.** All issued rates, Terms & Conditions and other correspondence by contractor are subject to printing errors.
- 2B.** The legal relationship between Schotpoort Group B.V. and its principal and/or contracting party is subject to the law of the Netherlands. All disputes between the parties shall be settled exclusively by the competent court in Rotterdam.
- 2C.** Contractor is entitled to use alternatives and/or to use another subsidiary company and/or company affiliated with Schotpoort Group B.V. and/or third parties for (a part of) the agreed activities it carries out for the client, unless expressly agreed upon otherwise.
- 2D.** If contractor commits to sea- and/or airfreight, special / exceptional transport or vertical transport (crane lifting operations), contractor commits in the embodiment of 'doen vervoerder' (expeditie ex art. 8:60 BW). In this occasion the terms and conditions as mentioned within art. 1 under E are applicable.

3. Liability Contractor

- 3A.** The liability of the contractor shall be determined by the general terms and conditions as mentioned within art. 1 of these general Terms & Conditions.
- 3B.** Within these general Terms & Conditions as well as all other Terms & Conditions mentioned within art. 1 of these Terms & Conditions, a limitation in the liability of the contractor has been determined.
- 3C.** In the case of any additional activities, not covered by the activities mentioned within art. 1 of these terms and agreements, including but not limited to on-site logistics, montage- and installation activities on site, the contractor can only be held responsible for the amount that is covered by its business liability insurance (on request a copy will be provided).
- 3D.** Under no circumstances contractor shall be liable for derived profit, consequential damage/loss or immaterial damage/loss.
- 3E.** All damage to shipments caused during transport, needs to be reported to the customer support department of the contractor within seven (7) working days.
- 3F.** Contractor is not responsible for damage caused to installations and/or components on which contractor has conducted working activities, unless contractor acted in a manner that could reasonably be seen as infringing or negligent.

4. Prices

- 4A.** All prices/quotations provided by contractor are based on the cost levels at the time of the quotation. In the event of changes in the cost price factors after the agreement has been concluded, contractor is entitled to change the agreed price accordingly.
- 4B.** Contractor shall inform the client timely of any price changes.(Extra) costs imposed by government, will be passed on to the customer.
- 4C.** Unless agreed upon otherwise, all quotations provided/ prices given by contractor are valid for 30 days from the date of quotation.

5. Payment Terms & Conditions

- 5A.** If the client has not disputed or returned an invoice in writing within 8 days of receipt, contractor considers the invoice undisputed.
- 5B.** The client is not entitled to set off the price against any claim he believes to have on contractor and/or to suspend payment.
- 5C.** The client has to pay the price invoiced by contractor within 30 days after the invoice date, unless agreed upon otherwise in writing.
- 5D.** Exceedance of the payment term may lead to extra costs for the client: (commercial rate of interest on the basis of article 6:119a jo. 6:120 section 2 Burgerlijk Wetboek (Dutch civil code)) as well a judicial and extra judicial costs incurred by contractor in order to keep the client to its (payment) obligations.

6. Price determinations

- 6A.** Rates are always provided based on transport worthy, clearly addressed / identifiable, harmless goods (no ADR).
- 6B.** Transport rates are based on the use of tautliner trailers, without tailgate and/or hand pallet truck with outside measurements of 18,75 x 2,60 x 4,00 metres (LxWxH) and a train weight of 40 tonnes. Unless expressly agreed upon otherwise.
- 6C.** Transport rates are based on properly accessible and passable locations. **6D.** For part-loads of ≤ 2 loading meters a maximum height of 2,20 metres applies, unless agreed upon otherwise.
- 6E.** For part-loads of > 2 loading meters a maximum height of 2,60 metres applies, unless agreed upon otherwise.
- 6F.** Part-loads should reasonably be shippable, with a maximum weight of 1000kg per unit, deviating shipments can be discussed on request.
- 6G.** Rates are always displayed and invoiced in Euro's (€) unless expressly agreed upon and stated otherwise.

6H. Unless expressly agreed upon otherwise, our rates do not include:

- V.A.T.;
- (Monthly) variable Fuel Surcharge and/or Bunker Adjustment Fee;
- Currency surcharges;
- Tolls / road tax;
- Costs involved with editing/getting customs clearance- and/or other documentation;
- Costs involved with customs clearance, including but not limited to clearance charges;
- Costs involved with accessing urban area's / inner cities, reduced emissions zones, license requirement zones, Freihafen zones and islands;
- Costs for extra loading- and unloading addresses;
- Costs involved with additional insurance(s);
- Existing as well as new (kilometre) charges imposed by government or third parties

7. Residence times for loading/unloading

- 7A.** Residence time is defined as all the time which is necessary to load or unload a shipment, this includes the time necessary for the driver to declare the shipment, the inspection of the cargo/wares, handling of documents, return of packaging, waiting times, etc.
- 7B.** The maximum residence time for one (1) loading or unloading address amounts to:
- | | |
|---|--------------------|
| ≤ 2 loading metres: | 30 minutes maximum |
| > 2 loading metres - ≤ 6 loading metres: | 45 minutes maximum |
| > 6 loading metres – 13.6 loading metres (FTL): | 90 minutes maximum |

8. Volumes rules and calculations

- 8A.** Calculation of loading metres: length (metres) x width (metres) / 2.40 = amount of loading metres.
- 8B.** If packing loss occurs, client will be charged for this and invoiced. When the width of a certain load is greater than 1.60metres then the entire width of the loading floor/trailer is calculated.
- 8C.** The total amount payable is determined by the metric (either volumetric weight, or actual weight) that has the highest value.
- 8D.** Volumetric weight:
- | | | |
|---|----------------------|-----------|
| 1 cbm (M3) | | = 300 kg |
| 1 Europallet, measurements 1,20 x 0,80 mtr | = 0,4 loading metres | = 700 kg |
| 1 Blockpallet, measurements 1,20 x 1,00 mtr | = 0,5 loading metres | = 875 kg |
| 1 loading metre | | = 1750 kg |

9. Surcharges

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|--|-----------------------------|
| 9A. Loading / unloading within timeframes national (NL): | |
| • Before 10:00am: | € 27,50 per shipment; |
| • Before 12:00am: | € 17,50 per shipment; |
| • Exact time delivery (window < 2 hour): | € 37,50 per shipment; |
| 9B. Loading / unloading within timeframes international: | on request; |
| 9C. Loading / unloading between 18:00pm and 07:00am, national & international: | on request; |
| 9D. Loading / unloading on Saturday, Sunday or holidays: | on request; |
| 9E. Exceedance of residence times at loading/unloading address (waiting hours): | €12,50 per 15min; |
| 9F. Booking/registration of shipments / booking loading and unloading times: | €7.50 per booking; |
| 9G. Loading / unloading with tailgate national (incl. hand pallet truck) ≤ 2 loading metres : | on request; |
| 9H. Loading / unloading with tailgate international (incl. hand pallet truck) > 2 loading metres: | on request; |
| 9I. Loading / unloading with tailgate international (incl. hand pallet truck): | on request; |
| 9J. Loading / unloading within city centres, low emissions zones, compulsory area licenses, Freihafen areas and islands: | on request; |
| 9K. Loading / unloading at conference- or event sites: | on request; |
| 9L. Additional transport insurance (depending on the trade value): | on request; |
| 9M. Surcharge for high-volume transport (shipment height 2.60 – 2.95metres): | on request; |
| 9N. Customs documentation / settlement: | |
| • Layout/markup transit T1/T2 document: | €47,50 per document; |
| • Layout/markup export document (EXA): | €47,50 per document; |
| • Clearance/import declarations: | €47,50 per document; |
| • Additional positions: | €20,00 per position; |
| • Additional documents / customs matters: | on request; |
| • Additional customs stop: | on request; |
| 9O. For shipments which (outside the control of the contractor) are in a crossdock centre for longer than 3 days, warehousing costs can be charged: | costs available on request; |

10. Booking/registration of Shipments

- 10A. Orders and/or changes in orders need to be confirmed with the customer support department, either electronically or in writing via fax or e-mail. The contractor cannot be held responsible for no execution or incorrect execution of orders given telephonically or otherwise through conversation.
- 10B. Transport orders need to be booked at least one (1) working day before loading, before 2:00pm, unless agreed upon otherwise.
- 10C. Runtimes are to be found within the runtime schedule of the contractor.

11. Dead freight / Cancellation costs

- 11A. If a transport order is cancelled on the day of loading, the contractor has the right to charge the client for 80% of the agreed transport price.

12. Europallets / packaging handling

- 12A. The contractor has a limited duty of effort with respect to the exchange of Europallets and registers pallet exchange at loading- and unloading addresses as an additional service for the client. Algemene voorwaarden Schotpoort Group B.V. 6/6
- 12B. The exchange system only applies to Europallets which are tradeable (minimal quality: class 2). All other forms of (client specific) cargo carriers such as, but not limited to, plastic pallets, industrial pallets, gitter boxes, IBC's, crates, trolleys, containers, cheppallets, et cetera, are not administered, traded/exchanged, returned, refunded or compensated in any other way, unless expressly agreed upon otherwise in contract.
- 12C. The exchange system for Europallets only applies to transport within the Benelux and Germany (only applicable when loading- as well as unloading- address is located within these countries). For transport towards and from countries outside these zones, no pallets are exchanged, returned, refunded, or compensated in any other way by the contractor.
- 12D. If Europallets need to be exchanged, the client needs to clearly state in writing, the fact the pallets need to be exchanged as well as the amount of pallets that need to be exchanged. In case a statement in writing is lacking, all rights with regards to pallet exchange and administration thereof expire.
- 12E. The contractor aims to directly trade Europallets as much as possible after loading and unloading. If, due to the contractor, this event does not occur, then the contractor will make sure that this occurs in a timely, costless manner.
- 12F. If the contractor provides europallets of its own for a shipment, and none or an insufficient amount of europallets are provided in return, the costs involved with the negative balance of pallets will be invoiced to the client or settled with the amount of pallets the contractor has in stock.
- 12G. An agreement is only applicable between client and contractor. In other words, the client is financially responsible for the amount of returned pallets and the quality thereof. Eventual invoicing or settlement of pallets is issued to the client, and can never be passed on to another party such as, but not limited to the shipper, the recipient or the (intermediary) trader, without consent of the contractor.

- 12H.** In the case that Europallets are invoiced, a rate of €8,00,- per pallet, plus €25,- administration costs per invoice are applicable.
- 12I.** From time to time contractor will provide client with a (pallet)overview. Overviews are also available on request of the client. The given balance is compulsory. If the client questions the balance on the overview provided, then a written objection has to be made within one (1) week from when the (pallet)overview has been made available.
- 12J.** Schotpoort handles/applies a redemption rate of 5% per year, as such 5% of the balance is automatically deducted (per year). If the balance is insufficient, the client will receive an invoice and is accountable for timely payment of this invoice.

13. Translation & applicability

- 13A.** In case of differences in interpretation between the English and Dutch version of these Terms & Conditions, the original Dutch version shall always prevail