

1 General:

1.1 These general terms and conditions (hereinafter referred to as: the 'General Terms and Conditions') apply to P. de Vrij en Zonen B.V., P. de Vrij Logistiek B.V., de Vrij Transport B.V., and its subsidiaries as well as for all its affiliated companies, all hereinafter in the General Terms and Conditions collectively referred to as 'De Vrij Logistics'.

If a specific operating company acts as 'main contractor', De Vrij Logistics declares that, in the case of outsourcing work to other The Vrij Logistics companies or affiliated companies, the General Terms and Conditions also for those companies are stipulated (third-party clause). The mentioned companies will invoice for their own work directly to the client on behalf of De Vrij Logistics as main contractor with which an explicit right of pledge and retention can be exercised both for goods located under the main contractor and under the affiliated companies.

2 Industry terms and conditions used:

These General Terms and Conditions apply to all our activities.

2.1 In addition to the General Terms and Conditions, the latest versions of the following general industry terms and conditions apply:

a. On forwarding activities: the Dutch Forwarding Conditions, including the arbitration clause, latest version, as filed by Fenex at the registry(s) of the District court(s) in Rotterdam, Amsterdam, Breda and Arnhem;

b. On logistics activities: The LSV 2014 (Logistics Service Conditions) as filed by FENEX (the Dutch Organisation for Forwarding and Logistics) and TLN (Transport and Logistiek Nederland), at the registry of the District Court of Rotterdam on 2 April 2014 under number 28/2014;

c. Domestic Transport: the General Transport Conditions 2002 (AVC 2002), filed by the Foundation transport address at the registry of the District Courts in Amsterdam and Rotterdam; in the case of international transport, the AVC 2002 applies in addition to the C.M.R.;
d. Cross-border Transport: CMR Conditions: as filed by 'Stichting Vervoeradres; at the Registry of the District Court of Rotterdam: Convention on the Agreement to International carriage of goods by road; latest version.

2.2 All mentioned conditions can be downloaded from our website:

www.devrijlogistics.nl and will be sent to you on first request, free of charge.

2.3 As soon as an order has been instructed, it is automatically agreed that the client has accepted the offer and the conditions.

3 Goods:

3.1 All goods must be properly packed. In the case of goods that are not properly packed De Vrij Logistics reserves the right to refuse these goods.

3.2 Instructions for transportation of dangerous goods must be given in writing. The shipper / sender / provider of hazardous substances is always responsible for the correct labelling, packaging, transport document, consignor's declaration, MSDS and the hazard map, all this in the prescribed languages. A dangerous goods surcharge applies on the freight costs depending on the chosen route / destination.

4 Financial:

4.1 Payment of our invoices within 2 weeks from invoice date, unless otherwise agreed in writing. With regards to advance excise duty, import duties, and VAT

a shorter payment term will be agreed, which will be agreed upon separately.

4.2 Advance commission: 2% over excise duty, import duties, VAT and sea and air freight, unless otherwise agreed.

4.3 Cash on delivery: Cash on delivery shipments can only be delivered against cash payment and/or bank-guaranteed checks and/or an irrevocable bank payment receipt.

4.4 Cash on delivery commission: 1% of the invoice value with a minimum of € 55.00 per shipment and a maximum of € 150.00 per shipment. This does not include any costs that arise as result of refusal.

4.5 Complaints: Only complaints submitted within 8 days after receipt of our invoice, will be taken into consideration.

4.6 Our prices are based on current rates, rates and employment conditions and are excluding VAT if applicable. If there are substantial changes with regards to exchange rates and/or fuel prices, we reserve the right to adjust our rates accordingly

4.7 Our prices are subject to the annual price indexation, in accordance with the publication by CBS.

4.8 Freight rates do not include fuel surcharge (DOT). The DOT is variable and is calculated over the freight rates. The applicable DOT is published monthly on the website:

<https://devrijlogistics.nl/en/dot/>

5 Other conditions:

5.1 Insurance: Our rates always exclude transport and/or storage insurance. We will only arrange a transport and/or storage insurance for you, if requested in writing. Apart from the insurance premium we will charge administration costs. Policy costs will be provided upon request.

5.1 Special wishes / requirements: If special instructions apply with regards to, for example, delivery date, time and / or customs clearances, these instructions must be in writing. A surcharge may be applicable. A signed proof of delivery will be sent upon receipt and will be charged at € 7.50 per POD.

5.3 Preparation of customs documents / clearing: In addition to the Dutch Forwarding conditions and in the context of the work carried out by it, the De Vrij Logistics companies state the following: The client, remains at all times liable for the discharge of customs documents or for the correct declaration of its products and associated commodity code, regardless of the conditions of sale. As soon as we receive a message of the legal authorities that a post-clearance recovery or clearing is not taken care of we are forced to take action. For this we calculate the client one-off administration costs of € 75.00 per case, excluding all duties, any fines that may be applicable and our man-hours.

5.4 Exchanging Euro pallets (EP): If euro pallets have to be exchanged, we will need to be instructed in writing together with the order confirmation. However, such activities must be coordinated with the planner. Extra costs may apply.

5.5 Customs scan / physical control: All costs arising from the customs scan and / or physical check, are charged to the customer.

5.6 Waiting hours / waiting times at container terminals: Waiting hours for FTL / FCL: 2 hours free for loading, 2 hours free for unloading. Groupage shipments: pro-rata.

For waiting times at container terminals, 1 hour of free time applies. After that, € 50.00 per hour or part thereof will be charged.

5.7 In the event of cancellation of the shipment, De Vrij Logistics reserves the right to charge 75% of the original freight costs.

5.8 Gas measurement: The gas measurement of containers is carried out according to the requirements of the labour inspection and is at the expense and risk of the client