

#### Applicable terms and conditions

Following conditions apply to our services:

1. CMR contract
2. Dutch Forwarding Conditions (Nederlandse Expeditie Voorwaarden)
3. Supplementary general terms and conditions

#### **Supplementary general terms and conditions of Beijer Internationale Expeditie B.V.**

##### Article 1. Definitions

- 1) For transport and storage, BEIJER = Beijer Internationale Expeditie B.V. established at Kampenstraat 21, Oldenzaal, KvK 06057677.
- 2) For customs business, BEIJER = Beijer Douane Expeditie B.V. established at Kampenstraat 21, Oldenzaal, KvK 06043124.
- 3) Client: any natural or legal person giving BEIJER an assignment.
- 4) Assignment: goods to be transported including packaging material.

##### Article 2. Offers

- 1) All offers by BEIJER are without obligation and subject to any typing errors.
- 2) Rates in offers by BEIJER are valid for regular commodities and are exclusive of VAT and other surcharges (article 7), unless otherwise indicated.
- 3) Offers are only valid for adequately packed goods, loaded on pallets compatible with international transport.
  - Each pallet should be labelled.
  - Goods should be packed within the correct pallet size.
  - The Client is responsible for adequate packaging for international transport.
- 4) Pallets are not exchanged unless explicitly agreed previously.
- 5) Every Client should be solvent during the whole contractual period. Additionally, BEIJER remain entitled to withdraw an offer at any moment if a Client turns out to be insolvent.
- 6) Offers are excluding custom formalities, unless otherwise agreed on in writing.
- 7) Unless otherwise agreed upon in writing, all prices stated by BEIJER are valid up to and including 31<sup>st</sup> December of the year they were provided by BEIJER.
- 8) For offers regarding storage and logistic actions, the Dutch warehousing conditions terms are applicable, click [here](#).
- 9) For each assignment there is to be 1 loading and 1 unloading address.

##### Article 3. Invoicing and terms of payment

- 1) Invoices are made available to Client by BEIJER digitally (PDF) by e-mail.
- 2) Payment of invoices must be made within 14 days after invoice date, in euros, unless otherwise agreed upon in writing.
- 3) Costs for among other things import duties, taxes and other governmental surcharges, are usually charged to the Client in advance.
- 4) After the invoice amount has been credited to our account, the service will be executed.
- 5) Claims, if any, will not suspend payment obligations to BEIJER and do not entitle Principal to settlements.
- 6) In case of overdue payments, Clients owes the legal trade interest. If BEIJER needs to take (non) legal actions in connection with non-timely payments, including sending a single reminder, all ensuing costs are borne by Client and amount to at least 15% of the outstanding claim with a minimum of € 150.



#### Article 4. Registering, loading, lead times and times of departure

- 1) Registering the (transport) Assignment takes place one day before loading before 12.00 hours at the latest.
- 2) All activities take place on working days unless otherwise agreed.
- 3) The consigner/consignee loads/unloads himself and is consequently responsible for securing and stowing of the goods, unless otherwise agreed. The consignor needs to inform consignee about this.
- 4) The loading address will be held responsible for the correct completion of the delivery note (CMR) .
- 5) The regular departure days and lead times may be influenced by loading or unloading with auto-lift, transport of dangerous substances or length transport.
- 6) In addition, lead- and departure times may differ in case of (inter) national holidays or if BEIJER needs to perform customs related activities.
- 7) The Client must enquire timely after specific lead times and departure days in order to prevent delays or late deliveries.
- 8) BEIJER is not liable for any damages suffered by Client regarding aforementioned points.

#### Article 5. Dimensions and volumes

- 1) When pricing, BEIJER charges:
  - a) the actual weight, or
  - b) the volume weight of an Assignment, or
  - c) makes use of loading meters. A loading meter is 240 x 100cm.The calculation method is stated on the valid quotation.
- 2) By "Length goods" is meant any Assignment regardless the number of packages in the Assignment, of which 1 package has a length of 240cm or more. In this case there will be an additional charge which is to be agreed upon.

#### Article 6. Freight transport insurance

- 1) Goods are not insured by BEIJER during transport.
- 2) BEIJER advises to decide if a freight transport insurance should be concluded by assessing the value of the goods. The Dutch Forwarding Conditions (Nederlandse Expeditie voorwaarden) apply for these activities.
- 3) At the written request of Client, BEIJER may conclude a freight transport insurance before starting the transport, at a premium to be agreed upon.
- 4) In accordance with the CMR contract, BEIJER is not liable for any consequential damages.



#### Article 7. Surcharges and other costs

Unless agreed upon in writing, following surcharges, transactions or costs are not included in the offer:

- 1) Fuel surcharge (variable) .
- 2) Waiting hours. Waiting hours during loading and unloading, which cannot be attributed to BEIJER, are passed on to Client at €60 per hour. Following loading- unloading times are included:
  - to be loaded or unloaded < 3 loading meters up to 0,5 hours maximum.
  - to be loaded or unloaded => 3 loading meters and =< 10 loading meters up to 1 hour maximum
  - >10 loading meters up to a maximum of 2,0 hours.
- 3) Costs for loading and unloading by auto-lift. International hauliers are not equipped with an auto-lift as a rule. If Client needs the Assignment to be transported in a haulier with an auto-lift, BEIJER will charge him additionally.
- 4) Costs for providing a Proof Of Delivery (POD) by BEIJER is to be agreed upon.
- 5) For ADR goods a surcharge is calculated. This surcharge is to be agreed upon. In case of transport of dangerous substances, Client must timely inform BEIJER in writing.
- 6) In case of a time delivery, a surcharge is due. This surcharge is to be agreed upon.
- 7) For any second delivery a surcharge is due. This surcharge is to be agreed upon.
- 8) Additional costs for conditioned transport, returns, or width transport are to be agreed upon.

#### Article 8. Cancellation

For cancellation of Assignments (so called "Error cargo") 100% of the applicable rate will be invoiced.

#### Article 9. Settlement

The client is not entitled to settle or suspend a claim with any outstanding invoices of BEIJER.

#### Article. 10 End

Any purchase- or other terms of Client are explicitly rejected, unless recognized and confirmed in writing by BEIJER.

