

# GENERAL TERMS AND CONDITIONS

## ARTICLE 1: GENERAL

All offers and agreements for the activities specified below shall be subject exclusively to the following terms and conditions:

- 1.1** National road transport: "The General Transport Conditions 2002" (AVC), filed with the Clerk of the District Court in Amsterdam and Rotterdam.
- 1.2** International road transport: "Convention on the Contract for the International Carriage of Goods by Road" (CMR), with the AVC transport conditions applying as supplementary.
- 1.3** Forwarding activities: "The Dutch Forwarding Conditions" (FENEX), filed on 1 July 2004 with the Clerks of the District Courts in Amsterdam, Arnhem, Breda, and Rotterdam, excluding Article 23.
- 1.4** Warehousing: "Logistics Services Conditions" (LSV), filed by FENEX and TLN with the Clerk of the District Court in Rotterdam (latest version).
- 1.5** Rail transport: CIM: The Uniform Rules concerning the Contract of International Carriage of Goods by Rail, Appendix B to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Protocol of 3 June 1999 and in force since 1 July 2006.
- 1.6** Air transport: The standard IATA transport conditions as stated on the reverse side of the IATA Air Waybill and the conditions referred to therein.
- 1.7** Combined transport: The provisions applicable to combined transport as stated in the issued CT document or, if such document has not been issued, for each modality the international conventions and legislation applicable to that modality, as well as Articles 8:40 through 8:52 of the Dutch Civil Code ("BW").
- 1.8** In addition to the above-mentioned conditions, the Transport and Logistics Netherlands general payment conditions, filed with the Clerk of the District Court in The Hague on 2 July 2002, shall apply.

Unless otherwise agreed, the latest version of the conditions referred to above shall apply. Upon request, these conditions will be sent free of charge. They can also be found on our Website: [www.sandersfritom.nl](http://www.sandersfritom.nl).

- 1.9** All rates issued by Sanders|Fritom are subject to typographical and printing errors.
- 1.10** Without prior written consent from Sanders|Fritom, it is not permitted to include contact details of Sanders|Fritom in any communication with your private contacts.
- 1.11** All legal relationships are governed by Dutch law.
- 1.12** By placing orders with Sanders|Fritom, these conditions automatically apply, even if the client has not (yet) returned written confirmation.
- 1.13** Sanders|Fritom shall never have an obligation to perform.
- 1.14** The agreement applies to all services as listed in the rate sheets and has a notice period of 90 days unless otherwise agreed.

Unless expressly agreed otherwise in writing, the general terms and conditions of Sanders|Fritom shall prevail over the client's general terms and conditions and/or the conditions referred to in Article 1.

## ARTICLE 2: TRANSPORT CONDITIONS / SURCHARGES

- 2.1**
  - 2.1.1** Unless otherwise agreed, each agreement with the client relates to transport according to our groupage services with the associated transit times.
  - 2.1.2** Sanders|Fritom is entitled to engage independent subcontractors to perform (part of) the services.
  - 2.1.3** Sanders|Fritom is entitled to perform (part of) the services using a modality other than road transport.
  - 2.1.4** Rates for express shipments are provided upon request.
- 2.2**
  - 2.2.1** For international shipments, all loading and unloading addresses must be normally accessible for international truck combinations (LxWxH: 18.75 x 2.60 x 4.00 meters).
  - 2.2.2** For international transport, tail-lift unloading is not included. If a tail-lift is required at the loading or unloading address, this must be explicitly stated in the order by the client. Surcharge for tail-lift as stated in the "Surcharges" rate sheet.
  - 2.2.3** For domestic shipments, all loading and unloading addresses must be accessible for a truck with dimensions (LxWxH: 9.50 x 2.60 x 4.00 meters). If an address is only accessible by a rigid truck, this must be explicitly stated in the order by the client, and any additional costs will be charged to the client. Surcharge for rigid truck as stated in the "Surcharges" rate sheet.
  - 2.2.4** Rates exclude transit costs, such as city centers, islands, Zeeuws-Vlaanderen (NL), and additional costs resulting from environmental zones and permit areas.
  - 2.2.5** For loading or unloading at a private address, a surcharge applies as stated in the "Surcharges" rate sheet.
- 2.3**
  - 2.3.1** Rates apply to normal non-hazardous commercial goods.
  - 2.3.2** For parcel shipments, a maximum length of 175 cm and a maximum weight of 23 kg per parcel applies unless otherwise agreed.
- 2.4**
  - 2.4.1** Transit times stated in the quotation are indicative and based on our experience.
  - 2.4.2** Transit times apply to shipments to and from the mainland. Different transit times apply for islands and city centers.
  - 2.4.3** Transit times apply only to normal 5-day workweeks. Driving bans in the country of origin, destination, and transit countries, both on weekends and weekdays, are not included.
  - 2.4.4** The day of collection does not count as a working day.
    - Transit times Netherlands : 24 hours
    - Transit times Netherlands (Wadden Islands, city centers, environmental zone deliveries) : minimum 48 hours
    - Transit times Belgium postal codes 1000–9999 : 24–48 hours
    - Transit times Luxembourg : up to 72 hours
    - Transit times international destinations : depending on destination, upon request
  - 2.4.5** Domestic shipment booking: at least 1 working day in advance before 15:00 hrs.
  - 2.4.6** International shipment booking: at least 1 working day in advance before 14:00 hrs.
  - 2.4.7** Shipments must be ready for dispatch from 08:00 hrs on the day of collection unless otherwise agreed.
  - 2.4.8** Rates are based on opening hours between 08:00 and 17:00 hrs. Any deviations, such as a fixed time or time window, are considered time-specific deliveries and will be charged. Surcharges for time-specific deliveries as stated in the "Surcharges" rate sheet.
  - 2.4.9** The following loading/unloading times are included in the rate:
    - Shipments up to 1.00 loading meter : max. 30 minutes
    - Shipments 1.01–2.00 loading meters : max. 35 minutes
    - Shipments 2.01–6.00 loading meters : max. 45 minutes
    - Shipments 6.01–9.00 loading meters : max. 60 minutes
    - Shipments 9.01–13.6 loading meters (full truck) : Benelux: max. 75 minutes, EU: max. 120 minutes
  - 2.4.10** If the loading/unloading schedule is exceeded, waiting time will be charged as stated in the "Surcharges" rate sheet.
  - 2.4.11** Delivery with tail-lift means: unloaded on the ground directly behind the vehicle unless otherwise agreed.

- 2.4.12 Delivery takes place only on the ground floor, on a flat and paved surface, up to the first threshold. Delivery to upper floors is not a standard service.
- 2.4.13 International deliveries to private addresses are not a standard service.
- 2.5** In addition to the additional costs stated in the rate, further surcharges may apply as stated in the “Surcharges” rate sheet.
- 2.5.1 Extra delivery costs due to causes beyond the control of Sanders|Fritom:
- Announced/not delivered due to ...; re-delivery: 1st delivery = 100%, return to depot = 50%, 2nd delivery = 100%
  - Announced/not delivered due to ...; return to client: 1st delivery = 100%, return to depot = 50%, 2nd delivery = 100%
  - Address error; same day/same trip delivery to another address: 1st delivery = 100%, 2nd delivery = as stated in the “Surcharges” rate sheet
  - Goods announced for collection, no goods at address: 80% dead freight
- 2.6** 2.6.1 Scheduled or booked loading space is always charged. This means that if less space is loaded than initially indicated and reserved, the reserved space will always be invoiced.
- 2.6.2 Cancellations must be communicated in writing no later than 24 hours before the scheduled transport. If cancellation occurs within 24 hours before the scheduled transport, 80% of the original transport rate will be charged. For cancellation on the day of loading, the full transport rate will be charged.
- 2.7** Diesel surcharge: The diesel surcharge (DOT) is based on the national fuel price per liter at the pump. Sanders|Fritom reviews on the first working day of each month whether the surcharge needs adjustment. The calculation method and current diesel surcharge are stated in the rate sheet or quotation.
- 2.8** Toll and road charges: Unless expressly stated otherwise in the schedule, rates include the usual toll charges for (the route to) the country.
- 2.9** Rates are based on the shipment details entered by the client via the online web portal of Sanders|Fritom unless otherwise agreed.
- 2.10** Insurance: Additional transport insurance will only be arranged upon written request from the client per shipment at the applicable costs.
- 2.11** Cash-on-delivery shipments are not accepted.
- 2.12** Proof of delivery (Domestic: signed list, International: CMR) with signature can be requested via our website.
- 2.13** Rates are based on the shipment profile provided by the client.

### ARTICLE 3: PAYMENT TERMS

- 3.1** The general payment conditions of Transport and Logistics Netherlands apply.
- 3.2** The client remains liable for all government levies payable in the country of import.
- 3.3** Payment of our invoices must be made within 30 days of the invoice date. Exceeding the payment term may result in interest and collection costs being charged.
- 3.4** For sending hard-copy invoices by post, additional administrative costs will be charged as stated in the “Surcharges” rate sheet.
- 3.5** The client is never entitled to offset any item whatsoever against the freight charges due.
- 3.6** Signed consignment notes are not sent with the invoice. Failure to provide consignment notes, for any reason, shall not result in delay, postponement, or non-payment of the claim.
- 3.7** Complaints regarding the invoice must be submitted in writing within 8 days of receipt of the invoice.

### ARTICLE 4: PACKAGING AND MARKING

- 4.1** Goods offered must be properly packaged. The client remains liable for damage caused by inadequate packaging.
- 4.2** Goods offered must be marked per transport unit with at least the following information: sender, delivery address (name, address, postal code, city, country), parcel number and number of parcels (e.g., parcel 1 of 3), and your reference number. Old and/or unclear address labels must be removed.
- 4.3** Visible damage to shipments caused by transport must be noted upon receipt on the signed list or BVA/CMR and reported in writing to Sanders|Fritom within 24 hours of receipt of the shipment. Consequential damage is excluded at all times.

### ARTICLE 5: RATE CALCULATION

- 5.1** The groupage rate table is based on the first two characters of the postal code. These two characters determine which zone/rate table applies for calculating the freight price. Deviations are possible.
- 5.2** Rates always apply per shipment. A shipment has one loading address and one unloading address.
- 5.3** The chargeable weight is determined by the highest weight of the actual gross weight and the volumetric weight unless expressly stated otherwise. The volumetric weight is determined by the following principles:  
Euro pallet: 80 x 120 cm = 0.4 loading meter = 720 kg  
Block pallet: 100 x 120 cm = 0.5 loading meter = 900 kg  
1 loading meter = 1800 kg  
1 m³ = 330 kg  
Calculation of loading meters: length x width (in cm): 24,000 = e.g., euro pallet 120 x 80: 24,000 = 0.4 loading meter.  
Stowage loss is always fully borne by the client.  
If goods protrude beyond the pallet, the loading meter calculation will be based on the dimensions of the goods instead of the pallet.
- 5.4** In case of rate per kilogram: the maximum of the previous tier is the minimum of the next tier.
- 5.5** Rates are exclusive of VAT and exclusive of levies.
- 5.6** In the event of significant increases in cost-determining factors, Sanders|Fritom reserves the right to adjust rates during the term.

### ARTICLE 6: EURO PALLETS

- 6.1** Sanders|Fritom will only arrange the exchange of euro pallets if explicitly instructed to do so. The rules applied by Sanders|Fritom are set out in the “Euro Pallet Exchange Procedure”.
- 6.2** Sanders|Fritom will only arrange the exchange of euro pallets in countries where pallet exchange is customary. Currently, pallet exchange takes place in the following countries: Netherlands, Belgium, Luxembourg, Germany, and France. Costs are associated with pallet exchange as stated in the “Surcharges” rate sheet. Exchange takes place at the time of delivery of the goods.
- 6.3** Pallet vouchers are considered non-exchanged pallets and are therefore not accepted. If no exchange pallets are available at unloading addresses, these can only be recovered by the client at the unloading address where the pallets should have been. If the recipient refuses to exchange due to the quality of the euro pallets, the claim for these pallets also lapses for the sender.
- 6.4** Responsibility for the quality of the delivered euro pallets lies entirely with the client. A standard loss/failure percentage of 5% is calculated in all balances. This means that in the event of a pallet debt, Sanders|Fritom will never return more than 95% of the debt.
- 6.5** Only pallets actually exchanged at the unloading address determine the sender’s claim. For extra pallets, an amount per pallet will be charged. Rate as stated in the “Surcharges” rate sheet.
- 6.6** In case of ambiguities on delivery notes regarding pallet mutations, the records registered in the administration of Sanders|Fritom are decisive.

### ARTICLE 7: ADR GOODS

- 7.1** If a consignor offers dangerous goods for transport, these must comply with the statutory requirements. The consignor is responsible for correct labeling, packaging, and documentation for both road transport and multimodal routes.

- 7.2** Transit times for ADR goods are never guaranteed. In case of doubt regarding packaging, labeling, or documentation, the safety advisor of Sanders|Fritom is at all times authorized to decide not to load a shipment for further investigation. Additional checks en route may also cause delays.
- 7.3** Shipments marked as “limited quantities” (LQ) are ADR shipments and are subject to the requirements set out in Articles 7.1 and 7.2. A surcharge applies for the transport of ADR goods as stated in the “Surcharges” rate sheet.
- 7.4** ADR goods falling under Class 1 (explosives), Subclass 2.3 (toxic gases), Class 6.1 (toxic substances), Class 6.2 (infectious substances), and Class 7 (radioactive substances) are not transported by Sanders|Fritom.

## ARTICLE 8: OVERVIEW OF REQUIRED (EU) EXPORT AND IMPORT DOCUMENTS

- Invoice in 5 copies, at least 1 original and 4 copies, with CMR.
  - All copies must bear an original signature (blue ink) and company stamp of the exporter.
  - For goods originating from the EU, the invoice must include an invoice declaration or certificate of origin.
- For sales outside the EU, an original invoice is required. This invoice must clearly state that it is an invoice and must include an account number.
- The following details of the importer must be known:
  - VAT number / Trade Register number
  - Bank details, including account number
  - Name, address, and city of the recipient
  - Telephone number and contact person for unloading and shipment notification
  - Number of parcels, gross and net weight, and value of the shipment
  - Payment terms regarding transport costs
- Goods must be labeled clearly with the sender’s and recipient’s address details.
- Packing list with accurate description of goods (quantity, weight, and volume).
- Costs related to customs documentation are borne by the client as stated in the “Surcharges” rate sheet.

## ARTICLE 9: FORCE MAJEURE

- 9.1** A failure by Sanders|Fritom shall not be attributable if Sanders|Fritom is in a state of force majeure.
- 9.2** Force majeure for Sanders|Fritom means a failure that cannot be attributed to Sanders|Fritom because it is not due to its fault, nor for its account under law, legal act, or generally accepted standards, including but not limited to:
- a. The situation where Sanders|Fritom is unable to fulfill its obligations under the agreement due to a (attributable) failure or negligence of third parties. Force majeure also includes:
  - b. Operational disruption or interruption at Sanders|Fritom of any kind and regardless of how it arose;
  - c. Delayed or late delivery by one or more suppliers of Sanders|Fritom;
  - d. Transport difficulties or obstacles of any kind, including hindrance or obstruction of transport from the client or consignee to Sanders|Fritom or from Sanders|Fritom to the client or consignee;
  - e. War (or threat thereof), riots, sabotage, extreme weather, flooding, fire, strikes, occupation of premises, work stoppages, and amended government measures.
- 9.3** In the event of force majeure, Sanders|Fritom has the right, within one (1) month after the occurrence of a circumstance constituting force majeure, to either amend the execution period or terminate the agreement in whole or in part out of court, without being obliged to pay any (damage) compensation.
- 9.4** After termination of the agreement, Sanders|Fritom is entitled to reimbursement of costs already incurred and/or for work performed.

## ARTICLE 10: LIABILITY AND INDEMNITY

- 10.1** The liability of Sanders|Fritom under the agreement is limited to fulfilling the obligations described in the agreement, except in cases of intent or willful recklessness by Sanders|Fritom.
- 10.2** Sanders|Fritom shall never be liable for business interruption, other indirect or consequential damages—including but not limited to loss of profit, missed savings, or other incidental damages beyond the direct additional costs as referred to in Article 6:96 paragraph 2 of the Dutch Civil Code—and damages resulting from liability towards third parties.
- 10.3** Sanders|Fritom shall never be liable for damage to and/or theft or loss of goods belonging to the client and/or third parties which Sanders|Fritom holds for any reason whatsoever. Sanders|Fritom is likewise not liable for damage to and/or theft or loss of goods located in or on the goods entrusted to Sanders|Fritom for any reason whatsoever.
- 10.4** Sanders|Fritom shall never be liable for damage—including but not limited to damage resulting from liability towards third parties—caused by a disease transmissible to humans that has been declared, announced, or characterized as an epidemic by a government or competent authority in any country, or declared, announced, or characterized as a pandemic by the World Health Organization (WHO).
- 10.5** The limitation or exclusion of liability for Sanders|Fritom for damage suffered by the client and/or third parties also applies and is, where necessary, stipulated by Sanders|Fritom for the legal entities and persons employed by or on behalf of Sanders|Fritom, as well as those directly or indirectly engaged by them.
- 10.6** The client is obliged to indemnify and hold Sanders|Fritom harmless against all third-party claims for compensation of damage for which the liability of Sanders|Fritom is excluded under these conditions in relation to the client.
- 10.7** The client is liable for all damage arising from or related to the goods entrusted to Sanders|Fritom.
- 10.8** The client is liable for damage caused by persons admitted by Sanders|Fritom to its premises on behalf of the client.
- 10.9** The client is liable for all costs, damages, interest, fines, penalties, and forfeitures, including damage due to failure or late clearance of customs documents, which directly or indirectly result from the circumstance that the goods offered to Sanders|Fritom are not accompanied by the required documents or are accompanied by incorrect documents, or which result from or are otherwise related to a circumstance for which Sanders|Fritom is not liable.
- 10.10** The client is obliged to indemnify and hold Sanders|Fritom harmless against all third-party claims for compensation of (i) damage for which liability is established for the client under these conditions in relation to Sanders|Fritom, or (ii) damage related to (the use by Sanders|Fritom of) personal data provided by or on behalf of the client to Sanders|Fritom or otherwise disclosed to it, including damage resulting from enforcement actions and fines imposed by the Dutch Data Protection Authority or any other competent supervisory authority.