

GENERAL TERMS AND CONDITIONS 2022

ARTICLE 1: GENERAL

All our offers and contracts for the following activities are governed exclusively by:

- 1.1 Domestic road transport: "The General Transport Conditions 2002" (AVC), deposited with the Registry 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), whereby the AVC transport conditions are treated as supplementary.
- 1.3 Freight forwarding: "Dutch Forwarding Conditions" (FENEX), deposited on 1 July 2004 with the Registry of the District Court in Amsterdam, Arnhem, Breda and Rotterdam, with the exclusion of article 23.
- 1.4 Warehousing: the "Logistic Services Conditions" (LSC), deposited by FENEX and TLN with the Registry of the District Court in Rotterdam (latest version).
- 1.5 Rail transport: CIM; The Uniform Rules Concerning the Contract for International Carriage of Goods by Rail, appendix B to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by protocol of 3 June 1999 and in force since 1 July 2006.
- 1.6 Air transport: the standard IATA shipping terms as set out on the reverse of IATA-airway Bill and the terms to which references is made on the aforementioned reverse.
- 1.7 Combined transport: the provisions of the CT document issued for the combined transport or, if such as document has not been issued, the international treaties and legislation which apply to each modality for the relevant modality, and section 8:40 to 8:52 of the Dutch Civil Code ('Civil Code').
- 1.8 In addition to the terms and conditions specified above, the Transport en Logistiek Nederland general terms of payment apply as deposited with the Registry of the district Court in The Hague on 2 July 2002.

Unless agreed otherwise the most recent version of the terms and conditions referred to above will apply. These terms and conditions will be provided to you free of charge on request. These conditions can also be found on our site www.sandersfritom.nl.

- 1.9 Unless expressly agreed otherwise, Sanders | Fritom's general terms and conditions will prevail over the client's general terms and conditions.
- 1.10 All prices quoted by Sanders | Fritom are subject to misprints.
- 1.11 Without the written permission of Sanders | Fritom it is not allowed to mention contact details of Sanders | Fritom on any communication with your, private, relationships.
- 1.12 All legal relationships are governed by Dutch law.

ARTICLE 2: SHIPPING TERMS / SURCHARGES

- 2.1 2.1.1 Unless agreed otherwise, every contract with the client relates to shipping using our groupage services with the associated transit times.
- 2.1.2 Sanders | Fritom has the right to instruct independent subcontractors to perform (part of the) services.
- 2.1.3 Sanders | Fritom has the right to perform (part of the) services using a modality other than road transport.
- 2.1.4 Rates for urgent shipments will be provided on request.
- 2.2 2.2.1 All shipments will be carried out using curtainside trucks/tautliners, unless agreed otherwise in writing in advance.
- 2.2.2 For international shipments, all loading and unloading addresses must be accessible in a normal way for large international trucks with trailers (l x w x h: 18.75 x 2.60 x 4.00 metres).
- 2.2.3 Tailgate unloading is not standard for international transport. If necessary this must be explicitly mentioned by the client in the shipment instruction.
- 2.2.4 For national shipments, all loading and unloading addresses must be accessible for at least a truck with a width of 2.60 metres and a height of 4.00 metres. It must be explicitly mentioned on the instruction in case a tail lift is desired at the loading or unloading address. If an address is only accessible with a small truck, it must be explicitly mentioned by the client in the shipment instruction, and any additional costs will be charged to the client. Surcharge for small truck as specified on the rate sheet "surcharges".
- 2.2.5 Rates are exclusive of onward transportation costs. Such as city centres, islands, Zeeuws-Vlaanderen (NL) and additional costs resulting from e.g. low emissions zones and licensing areas.
- 2.2.6 For loading or unloading on a private address, additional charge as specified on the rate sheet "surcharges".
- 2.3 2.3.1 The rates apply to normal non-hazardous trade goods.
- 2.3.2 For transport of packages; maximum length is 175cm and maximum weight is 30 kg per package, unless agreed otherwise.
- 2.4 2.4.1 Transit times specified in the quote are indicative.
- 2.4.2 Transit times apply to shipments to and from the mainland. For island or city centres apply particular transit times.
- 2.4.3 Transit times only apply to normal 5 day working weeks, without travel bans during the week and at the weekend.
- 2.4.4 The day of collection is not included in the number of working days.

Transit times, the Netherlands	: 24 hours
Transit times, the Netherlands, concerning islands, city centres, low emission	: 48 hours (minimum)
Transit times Belgium, postal codes 1000-9999	: 24-48 hours
Transit times Luxembourg	: up to 72 hours
Transit times international destinations	: depends on destination, on request
- 2.4.5 Shipment notification for shipments within the Netherlands: at least 1 working day in advance before 15:00.
- 2.4.6 Shipment notification for international shipments: at least 1 working in advance before 14:00.
- 2.4.7 Shipments must be ready for despatch on the day of collection from 08:00 unless agreed otherwise.
- 2.4.8 Rates are based on opening times between 08:00 and 17:00. All deviated times will be charged. Surcharge as specified on the rate sheet "surcharges".
- 2.4.9 The following items are included in the rate for loading or unloading:

Shipments up to 1,00 loading metres	: max. 30 minutes
Shipments 1,01 up to 2,00 loading metres	: max. 35 minutes
Shipments 2,01 up to 6,00 loading metres	: max. 45 minutes
Shipments 6,01 up to 9,00 loading metres	: max. 60 minutes
Shipments 9,01 up to 13,6 loading metres (complete truck)	: Benelux: max. 75 minutes, EU: max. 120 minutes.
- 2.4.10 An additional charge will be applied if these timings are exceeded, these charges as specified on the rate sheet "surcharges".
- 2.4.11 Delivery with tail lift means: unloaded on the ground, directly behind the truck.
- 2.4.12 Delivery only takes place on the ground floor, on a flat and hard surface, up to the first threshold. Delivery on a floor is not a standard service.
- 2.4.13 International deliveries at private addresses is not a standard service.
- 2.5 In addition to the supplementary costs specified with the rate, surcharges can apply as specified on the rate sheet "surcharges".
 - 2.5.1 Additional delivery costs resulting from causes outside Sanders | Fritom's control:

Not unloaded + deliver again	: 1st delivery = 100% return to depot = 100%	2nd delivery = 100%
Not unloaded + return to sender	: 1st delivery = 100%	2nd delivery = 100%
Address error; same day/same route delivery on other address	: 1st delivery = 100%	2nd delivery; as specified on the rate sheet "surcharges"
No goods at pickup address	: 70% of the agreed shipping rate	
- 2.6 2.6.1 Planned or booked loading space will always be invoiced. This means that if less space is loaded than initially booked and reserved, always the reserved space will be invoiced.
- 2.6.2 Cancellations must be made in writing no later than 24 hours before the start of the planned transport. If cancellation occurs within 24 hours before the start of the planned transport, 80% of the original transport rate will be invoiced. If canceled on the day of loading, full transport rate will be invoiced.
- 2.7 Diesel clause: the fuel surcharge is based on the national Shell litre price for diesel at the pump. Every first day of the new month Sanders | Fritom checks if the surcharge needs to be adjusted. The surcharge for the current month will be determined on the average price of the preceding month. For every increase or decrease of € 0,015 in the average fuel price, a 0.5% correction shall be applied on the fuel surcharge (the lower limit is fixed at 0%)
- 2.8 Maut surcharge: unless expressly stated otherwise in the scale, the rates are including toll costs.
- 2.9 Rates are based on shipment details being entered by client via the online webportal of Sanders | Fritom, unless agreed otherwise. Unless agreed otherwise, a surcharge apply for shipments notified by non-digital means apply, as specified on the rate sheet "surcharges".
- 2.10 Insurance: additional shipping insurance will only be concluded at the client's written request per instruction at the costs which apply at the time.
- 2.11 Unless agreed otherwise in writing, COD shipments will not be accepted.
- 2.12 Proof of delivery (a delivery note for domestic and a CMR for International) bearing a signature can be obtained via our website.
- 2.13 Rates are based on the shipping profile specified by the client.

ARTICLE 3: PAYMENT TERMS

- 3.1 The general conditions of payment of "Transport en Logistiek Nederland" apply.
- 3.2 The ordering party of the shipment remains liable for all government levies which must be paid in the country of importation.
- 3.3 Our invoices must be paid within 30 days of the invoice date. Exceeding the payment period can result in interest and collection costs being charged.
- 3.4 For sending hard-copy invoices by post, additional administration costs will be charged, as specified on the rate sheet "surcharges".
- 3.5 The client is never entitled to offset any sum against shipping charges due.
- 3.6 Signed consignment notes will not be sent with the invoice. The failure to supply consignment notes for any reason will not result in delay, postponement or refusal to pay the debt.
- 3.7 Complaints regarding invoices have to be submitted in writing within 8 days of receipt of the invoice.

ARTICLE 4: PACKAGING AND LABELLING

- 4.1 Goods offered for shipment must be soundly packaged. The client will remain liable for losses caused by unsound packaging.
- 4.2 The goods offered for shipment must be labelled per unit to be shipped with at least the following information: sender, destination (name, address, postal code, town, country), package number and number of packages (for example: package 1 of 3) and your shipment reference number. Old and/or unclear to read address labels should be removed.
- 4.3 Visible damage to shipments caused by transportation must be notified on the delivery note or BVA/CMR at the time of receipt and must be notified to Sanders|Fritom in writing within 24 hours of receipt of the shipment. Consequential loss is excluded at all times.

ARTICLE 5: CHARGE CALCULATION

- 5.1 The rate table for groupage is based on the first 2 characters of the postal code. These two characters determine which zone/rate table is used to calculate the shipping cost.
- 5.2 Rates are always per shipment. A shipment has 1 loading address and 1 unloading address.
- 5.3 Unless explicitly stated otherwise on the charge sheet, the following conversion factors apply to calculate the rate. The highest result thereby always determines the rate calculation:
Europallet : 80 x 120 cm = 0,4 loading metre = 720 kg
Industrial pallet : 100 x 120 cm = 0,5 loading metre = 900 kg
1 loading metre : 1800 kg
1 M³ : 330 kg
In the event of deviating dimensions the number of loading metres will be calculated using $(l \times w) / 2,4$, whereby waste space will be entirely at the client's expense.
If the goods protrude outside the pallet, the loading metre calculation will be based on the dimensions of the goods instead of the pallet.
- 5.4 In the event of a rate per kilogram, the maximum of the preceding item on the scale is the minimum for the unit to be calculated.
- 5.5 Rates are excluding VAT, and excluding taxes/charges.
- 5.6 In the event of substantial rises in cost-determining factors we reserve the right to adjust the rates prematurely.

ARTICLE 6: EURO PALLETS

- 6.1 Sanders|Fritom will only arrange the swapping of euro pallets if explicitly command is given. The rules Sanders|Fritom uses are specified on the sheet "Procedure europalletruil" (Procedure swapping of euro pallets).
- 6.2 Sanders|Fritom will only arrange the swapping of euro pallets in those countries where it is customary to swap euro pallets. At the moment euro pallets are swapped in the following countries: the Netherlands, Belgium, Luxemburg, Germany and France. The costs for swapping euro pallets as specified on the rate sheet "surcharges".
Pallet swapping takes place at the moment when the goods are delivered.
- 6.3 Pallet vouchers are treated as unswapped pallets and are therefore not accepted. If no pallets are available for swapping at unloading addresses, these can only be redeemed by the client at the unloading address where the pallets should have been. If the recipient refuses to swap because of the quality of the euro pallet, the claim relating to this pallet will also lapse on the part of the sender.
- 6.4 Responsibility with regard to the quality of the supplied euro pallets lies entirely with the client. All balances are calculated with a standard loss percentage of 5%.
This means that in the event of a pallet debt, Sanders|Fritom will never pay more than 95% of the debt.
- 6.5 Only pallets which are actually swapped at the unloading address will determine the sender's claim. Extra pallets will be charged, as specified on the rate sheet "surcharges".
- 6.6 If a proofs of delivery is unclear about swapped pallets, the pallet data registered in Sanders|Fritom's administration records shall be leading.

ARTICLE 7: ADR GOODS

- 7.1 If a consignor offers hazardous goods for shipping, the shipment and its documents must comply with the legal requirements for hazardous goods. The consignor is responsible for the correct labelling, packaging and documentation for both road transport and multimodal shipments.
- 7.2 Transit times are never guaranteed when shipping hazardous goods. In the event of doubts about the packaging, labelling or documentation the Sanders|Fritom safety advisor is entitled at all times to decide not to ship a shipment to allow further investigation. Additional checks en route can also cause delays.
- 7.3 Surcharges for shipping hazardous goods as specified on the rate sheet "surcharges", and also apply to shipments with the reference "limited quantities".
- 7.4 Hazardous goods class 1 and 7; orders on request only.

ARTICLE 8: SUMMARY OF THE REQUIRED (EU) EXPORT AND IMPORT DOCUMENTS

- * Invoice in five-fold, including at least 1 original and 4 copies + CMR.
All documents must bear an original signature (blue), name in capitals and exporter's company stamp.
For goods originating within the EU the invoice must show an invoice declaration or should be accompanied by a certificate of origin.
- * For sales outside the EU an original invoice is required. This invoice must clearly state that it concerns an invoice and an invoice number.
- * The following importers information must be known:
 - VAT number.
 - Trade register number.
 - Bank details, including the account number.
 - Recipient's name, address and place.
 - Telephone number and contact person for unloading and notifying the shipment.
 - Number of packages, gross and net weight and value of the shipment.
 - Payment terms with regard to the shipping costs. (Incoterms)
- * The goods must be fitted with a label clearly stating the address details of the sender and recipient.
- * Packing list with detailed description of the goods (quantity, weight and volume)
- * Costs related to customs documentation are the responsibility of the client, surcharges as specified on the rate sheet "surcharges".

Agreed: _____

Date:

Company name:

Name: