

DSV ROAD TERMS AND CONDITIONS

All our haulage activities are governed by the CMR Convention and the General Terms and Conditions for Transport by Road (latest version), save for any clause inconsistent with the present DSV Road TERMS AND CONDITIONS. Acceptance of any other orders and their performance shall be governed by the General Logistics Conditions 2015 and the present DSV Road TERMS AND CONDITIONS. Please be informed that the liabilities of DSV Road NV, amongst which its liability in respect of loss of, damage to or delay in the delivery of your cargo are limited by the CMR Convention and the general terms and conditions referred to.

PRICING AND PAYMENT TERMS

1. Unless otherwise specified, all our prices are exclusive of VAT.
2. DSV Road NV invoices are payable cash on receipt and without discounts. Payments shall on no account be made subject to special circumstances or the proper performance of the transactions invoiced for or any other transactions.
3. Advance fee: 3% on the amount advanced (if unsettled within 8 days of the invoice date).
4. Any complaints regarding our invoices shall be submitted within eight days. Save in the event where the customer is invoiced twice, or the creditor has made a mistake, disputes regarding an invoice shall on no account release the debtor from his obligation to pay and shall only give rise to a compensatory credit note after the invoice in question has been settled.
5. Unless otherwise agreed upon, accounts shall be settled at the place where the DSV Road NV offices are located. On no account shall the issuance of a bill of exchange or a waiver of claims result in novation.
6. The risks associated with fluctuations in foreign currency exchange rates or the legally prevailing value of the Euro shall be borne by the customer. Any changes thereto shall automatically ensue in an adjustment of our prices and offers.
7. Any debt that has not been settled by its due date shall automatically, and without prior formal notice, be increased by compensatory interests at the rate of 10% and by a fixed fee, equal to 10% of the debt, to cover any economic losses and administrative expenses, without prejudice to the right of DSV Road to sue the customer for any further losses the latter can substantiate.
8. In the event insolvency proceedings were to be filed, a seizure levied or any other concurrence of circumstances affecting the customer or in the event the latter were to file proceedings as provided for under the Business Continuity Act, DSV Road NV shall be entitled to unilaterally terminate the agreement without being obliged to issue notice. In that case, all reciprocal claims between DSV Road NV and the customer, and notwithstanding any assignment of claim on the part of the customer or DSV Road NV, shall ipso jure and without prior formal notice or court ruling be indemnified up to the smallest amount, irrespective of their due date, their object or the currency in which said claims have been expressed. For the record, the parties hereby expressly agree that the present agreement is a dose-out netting agreement in the sense of art. 14 of the Financial Collateral Act of 15 December 2004.

CONTRACTUAL CREDIT TERMS

9. In cases where a contract pursuant to the DSV Group policy requires credit approval (trade on credit) it must be ensured that the contract contains a clause with minimum the below content.
10. **Debtor Insurance**
DSV Road NV and/or its affiliates reserves the right at any time during the agreement to take out a debtor insurance policy on the customer and/or its affiliates covering any debts the customer and/or its affiliates may incur pursuant to the services that DSV Road NV and/or its affiliates may render under this agreement.
11. **Revocation, rejection or limitation of debtor insurance coverage**
It is especially agreed that in the event where (i) the debtor insurance company rejects or revokes or in any way limits the debtor insurance coverage concerning the customer and/or its subsidiaries, notwithstanding the reason, or (ii) DSV Road NV and/or its affiliates at its discretion may find that the creditworthiness of the customer and/or its subsidiaries is not satisfactory, DSV Road NV and/or its affiliates reserve the right either to:
 - Re-negotiate the entire agreement; or
 - Demand the customer and/or its affiliates provides appropriate security to the reasonable satisfaction of DSV Road NV and/or its affiliates, e.g. a bank guarantee from a reputable bank of an amount subject to the discretionary determination of DSV Road NV and/or its affiliates; or
 - Terminate the agreement with immediate effect,Subject to the sole discretion of DSV Road NV and/or its affiliates.
12. **Parent company liability**
In the event that the customer in its capacity as parent company is entering into this agreement or later becomes a parent company, the customer shall be joint and several liable with those of its affiliates which at any time may incur debts to DSV Road NV and/or its affiliates pursuant to the services that DSV Road NV and/or its affiliates may render to them under this and other agreements.
This joint and several liability shall, however, not apply in so far and as long as debtor insurance coverage is full, unlimited and unrestricted and has not been rejected, revoked or limited by the debtor insurance company with respect to the individual affiliates.
13. **Credit terms and lien**
Repeated failure (understood as more than two (2) incidents within a period of six (6) consecutive months) of the customer and/or any payment agency which acts on behalf of the customer to timely release or execute payment for the services rendered by DSV Road NV and/or its affiliates within the aforementioned credit terms could at the discretion of DSV result in the immediate revocation of the credit and any subsequent provision of services will be subject to COD terms (Cash On Delivery).
Any objection of the customer to an invoice submitted by DSV Road NV and/or its affiliates shall not relieve the customer and/or any payment agency which acts on behalf of the customer of fulfilling the obligation to timely release or execute payment for the services rendered and shall not limit DSV Road NV and/or its affiliates' ability to immediately revoke the credit resulting in that subsequent provision of services will be subject to COD terms (Cash On Delivery).
DSV and/or its affiliates will within 14 days of receipt of an objection to an invoice revert to the customer with either a full explanation of the charges and fees billed or with the issuance of a credit note.
DSV Road NV and/or its affiliates shall be entitled to exercise a lien on the goods and any documents relating thereto, for any amount due to it/them, at any time from the customer, including the costs of recovering the same and may enforce such lien in any reasonable manner, including sale or disposal of the goods. This right of lien is extended to cover not only the specific transportation or service related to the lack of payment, but also to any and all obligations/accounts receivables towards DSV Road NV and/or its affiliates existing at any time.

JURISDICTION

14. Unless otherwise provided under an arbitration clause or agreement, any disputes, whatever their nature, or any disagreements regarding the services to which an invoice relates, even by way of third-party proceedings, whether or not several defendants are involved, shall be submitted to the courts of the place where the registered office of DSV Road NV is located, i.e. to the Commercial Court in Antwerp. However, DSV Road NV shall invariably be entitled to submit disputes to any other competent court.

BOOKINGS – FREIGHT ORDERS

15. To be quoted at the time of booking:
 - Full address where the goods are to be loaded and unloaded
 - Details of the goods (number of packages, type of packaging, weight and dimensions, volume or number of loading metres)
 - Delivery terms (EXW, DDU...)
 - Invoice address + VAT number
 - Dangerous goods: UN number, proper shipping name supplemented (when applicable) with the technical name in brackets, label model numbers, packing group, tunnel restriction code and, where applicable, Limited Quantities or Excepted Quantities.
 - Specifications involving the physical and legal condition of the loading and unloading site that may have an influence on the execution of the order, including, but not limited to weight restrictions, restrictions in height or width of the entrance road, manoeuvring space etc...
16. Transport to/from non-EU countries: all the necessary documentation needs to be supplied.
17. DSV Road NV is not in a position to accept goods with a declared value (CMR, art. 24) or with a special interest in delivery (CMR, art. 26).

CUSTOMS FORMALITIES AND ACTIVITIES RELATED THERETO

18. All customs related activities shall be carried out by DSV Road NV on the basis of a separate agreement to Act as Direct Representative with Financial Services only.
19. In addition the customer unconditionally and irrevocably undertakes to indemnify and hold harmless DSV Road NV from and against any claims made against or liabilities DSV Road NV may incur, including but not limited to any taxes (customs duties, excise duties, VAT, etc.) and fines resulting from or connected with its activities as an direct customs representative or resulting from or connected with a violation of applicable trade compliance, sanctions, export controls, embargoes etc. The customer is obliged to verify and guarantee that none of the customer's customers are designated as a denied party by relevant and applicable regulations.

ONLINE BOOKING

20. Freight orders must be booked online via my DSV (for your login code or further information kindly contact: myDSV@be.dsv.com or dial our free-phone number 0800-99645).

GOODS

21. Packaging, markings, labels
22. Goods shall be safely and properly packaged, marked and labelled. If the primary packaging of a particular item is not sound enough to ensure its safe transportation, the packer and/or the consignor shall also package the goods in extra transport packaging that is resilient enough to ensure that the goods are secure.
23. Dimensions and weights
- 23.1. Dimensions and weights shall be submitted correctly. We reserve the right to check the weight and the dimensions of the goods and, in the event of any deviations, to correct the CMR consignment note on the basis of approved and calibrated equipment.
- 23.2. Palletized goods shall not exceed the pallet dimensions, this to avoid any damage to the goods.
24. Cargo securing
- 24.1. Unless agreed otherwise in advance, the customer shall provide the following information in writing in advance:
 1. The nature of the cargo;
 2. The correct description of the cargo;
 3. The mass per load unit and the total mass of the cargo;
 4. The position of the centre of gravity of each load unit in case the centre of gravity should not be in the middle;
 5. The external dimensions (length, width and height) per load unit;
 6. The restrictions on stacking and the direction to be applied during transport;
 7. The friction factor of the packaging, in case this should not be included in annex B of EN 12195-1: 2010 or in the annex of the IMO/UNECE/ILO standards;
 8. In case there is a risk of damage to the cargo when using web lashings, an alternative securing method and any specific requirements in respect of the vehicle;
 9. A notification of unusual transport parameters to the packer and/or carrier in case of an individual packaging;
 10. All additional information required for a proper securing of the cargo.
- 24.2. The customer shall give all instructions to the load place to ensure and shall be responsible for:
 1. A correct load distribution on the loading floor;
 2. Respecting the maximum permissible weight and axle weight of the vehicle.
- 24.3. The customer shall guarantee that all packages meet the requirements of EUMOS 40509 Test method for load unit rigidity.
25. Hazardous, theft-sensitive and high-value goods
- 25.1. Hazardous goods can also be transported provided the prevailing relevant legislation is adhered to (cf. below under Surcharges and above under Freight Orders).
- 25.2. DSV Road NV shall be notified beforehand if the consignment contains theft-prone of high-value goods.

MEANS OF TRANSPORT, UNLOADING AND LOADING SPACE

26. Goods are transported by means of (13.6 m) curtain-side trucks, unless explicitly agreed otherwise. Partial (LT) and full consignments (FTL) shall be loaded or delivered by means of a curtain-side truck without tailboard, unless otherwise specified.
27. Only pick-ups and deliveries of groupage loads are made with a truck with tailboard. Loading and unloading bays must be easily accessible to our vehicles.
28. Deliveries by crane or to floors above ground level are not included in our transport prices.

TRANSIT TIMES

29. Transit times are furnished for information only and shall not be deemed to be binding in any way. Transit times shall not apply during holiday periods (the summer months, the Christmas and Easter periods). Islands and storage areas: on request only.

STORAGE

30. Goods are stored at the customer's own risk and expense. SDS on the goods to be stored need to be forwarded to the DSV environmental manager.

DOCUMENTATION

31. With the exception of customs documents, certificates, CMR or others, documents should preferably be secured to the goods.

TRANSPORT PROFILE

32. The offer issued has been based on the transport profile DSV Road received. If the profile does not tally with reality, DSV shall be entitled to cancel or amend its offer.

INVOICING

33. Invoicing per shipment/consignment, unless agreed otherwise in Specific Conditions.

INSURANCE

34. Transport insurance has not been included in the price. All-risk insurance is offered by Marine Cargo Insurance Brokers, a DSV subsidiary and only when requested in writing. The policy terms form part of a separate annex. Insurance policies shall be subscribed in the name and at the expense of the customer on the basis of the general terms and conditions ICC(A) (Institute Cargo Clauses 2009). The special policy conditions are available on request.

CONFIDENTIALITY

35. The parties shall refrain from disclosing any confidential information they obtained about one another within the framework of the agreement or from any other source, irrespective of whether this information was furnished verbally or in writing. Information shall be deemed to be confidential if the co-contracting party labelled it as such or if this is self-evident from the nature of the information.

CLAIMS AND DISPUTES

36. Every claim shall be filed in writing, with the necessary documents enclosed. Claims for damages shall only be processed if the visible damage has been marked on the CMR. DSV shall decline all liability for any hidden defects or consequential losses.

37. Claims shall not be offset against outstanding invoices DSV issued to the customer.

38. Damaged goods shall at all times remain available for survey. On no account shall the goods be repackaged without the prior consent of the insurers or of DSV.

39. Any disputes ensuing or arising from the present offer or the agreement with the customer shall exclusively be adjudicated on by the courts of the judicial district of Antwerp, without prejudice to the right of DSV to submit the dispute to any other competent court. The present offer and agreement with the customer shall be exclusively governed by Belgian law, including the CMR Convention.

DSV PROTECT

40. DSV Protect is an additional service provided by DSV. If DSV Protect is applicable, DSV will compensate all damage or loss to the load in question as a consequence of its transport, with the exception of damage due to insufficient packaging of the goods or damage or loss caused by (i) delay, (ii) inherent vice or (iii) wilful conduct of the customer. The compensation will be calculated pro-rata the commercial value on dispatch of the affected load and amounts to a maximum of € 5,000 per shipment, all-inclusive. The customer must prove the commercial value to DSV by means of documents with evidential value. Only the customer that has booked the transport is entitled to this compensation. Having received such compensation, the customer will hold DSV harmless from all claims of third parties in connection with the compensated damage or loss. The payment of such a compensation does not imply that DSV acknowledges any kind of responsibility; it excludes any further compensation by DSV and/or its insurers and/or subcontractors. This service is subject to Belgian law. It can be suspended by DSV at all times without prior notification. DSV Protect is subject to conditions, which are available [here](#) or will be sent you on request.
