

## Terms and Conditions for Transportation of DSV Road B.V.

### **Article 1. Definitions**

The terms used in these transportation conditions are defined as follows:

1. DSV: DSV Road B.V., a private limited company with its registered office at Tasmanweg 2, 5928 LH Venlo, the Netherlands, including all its branches, registered with the Netherlands Chamber of Commerce for Limburg under reference 12015337.
2. Client: Any natural person or legal entity that contracts with DSV for the transportation of goods by road.
3. Shipment: The goods to be transported including their packaging materials.
4. Chargeable weight: The weight used by DSV to calculate the charges for the transportation.
5. Groupage shipment: Any shipment having a chargeable weight up to and including 2,500 kg.

### **Article 2. Offers**

1. All offers from DSV are subject to contract and subject to any typing and calculation errors, unless agreed otherwise in writing.
2. Prices quoted in offers from DSV are net of VAT and net of other government duties unless indicated otherwise.
3. DSV's offers are subject to its guidelines for Clients' creditworthiness. DSV is at all times entitled to withdraw its offer or to refuse an assignment if in its opinion a prospective Client's creditworthiness is not sufficiently guaranteed.

### **Article 3. Charges**

The Client is at all times principally liable for payment of the invoices of DSV. If the Client requests that the costs connected with an assignment be passed on to a third party that by virtue of the general terms and conditions of delivery of the Client is required to pay such costs, this will be at the expense and risk of the Client, having regard to the provisions of the preceding sentence.

If the general terms and conditions of delivery are not specifically referred to on the assignment, for shipments from the Netherlands abroad, or shipments within the Netherlands, DSV will act and charge the Client as if Incoterm2010 DAP applied to the relationship between the Client and its contractor/supplier. For shipments with a destination within the Netherlands, DSV will act and charge the Client as if Incoterm2010 FCA applied to the relationship between the Client and its supplier.

### **Article 4. Charges, invoicing and payment**

1. Unless agreed otherwise in writing, all prices quoted by DSV are valid up to and including 31 December of the year in which they are quoted by DSV.
2. DSV is entitled to alter its prices at any time that it becomes no longer reasonable to expect DSV to perform the contract for the originally agreed price. Such a situation may arise if, for example, the government imposes new duties or increases the amount or scope of existing duties or if, in the opinion of DSV, fluctuations in the market justify this.
3. DSV is entitled to pass on any increases in government duties to the Client.
4. If any offer from DSV includes scales of charges, the maximum charge for one band on the scale will apply as the minimum charge for the next band.
5. DSV will send invoices to the Client digitally by email (PDF) or via EDI.
6. Invoices must be paid within 14 days of the invoice date in a manner specified by DSV and in the currency invoiced.
7. Customs duties, taxes and other government duties must be paid to DSV in advance of transportation.
8. If such payments, including customs duties, taxes and other government duties, are not made in advance, they will be subsequently charged to the Client together with a surcharge of 3% on the advance payment.

### **Article 5. Dimensions and volumes**

1. The chargeable weight will be calculated by DSV using the following conversion factors:
  - a. 1 cubic metre (m<sup>3</sup>) has a weight of 330 kg;
  - b. 1 loading metre (ldm) has a weight of 1,850 kg;
  - c. 1 loading metre (ldm) has a volume of 5.6 cubic metres (m<sup>3</sup>).
2. DSV bases its charges on the actual weight of the shipment, unless the volume of the shipment in cubic metres x 330 (kg) or in loading metres x 1850 (kg) results in a greater amount, in which case DSV will base its charges on this greater amount.

3. The term 'long item' includes any shipment of any number of packages, whereby at least one package is at least 2.40 metres in length.

#### **Article 6. Surcharges and other costs**

1. Unless agreed otherwise in writing, an offer does not include:
  - a. Fuel surcharge(s);
  - b. Currency Adjustment Factor (CAF);
  - c. Maut and road tolls surcharges;
  - d. Marpol surcharge;
  - e. ADR surcharge for the transportation of hazardous materials;
  - f. Surcharge for conditioned transportation (Temperature Controlled and Keep From Freezing);
  - g. Length surcharge for transportation of goods longer than 2.40 m;
  - h. Customs documentation, the cost of customs documentation, the cost of dealing with customs formalities and/or the cost of clearing customs;
  - i. Time frames, surcharge for time frames shorter than 4 hours. In the event of any time frame for loading or unloading that is less than 4 hours, DSV will charge the Client a surcharge;
  - j. Waiting times, surcharge for waiting times. If during loading or unloading more than 1 hour are spent waiting, DSV will charge the Client € 60.00 per hour, whereby a part hour is charged as a full hour. No waiting times is accepted for groupage shipments, which means that any delay during the loading or unloading of groupage shipments will be charged to the Client at the specified rate;
  - k. The cost of loading and unloading with till lift. The trailers of DSV and its carriers are not fitted with a tilt lift as standard. If the Client requires the shipment to be transported in a trailer with a till lift, DSV will charge a surcharge for this, unless it is part of a groupage shipment. Shipments with a chargeable weight of up to and including 2,500 kg qualify as groupage shipments;
  - l. POD, the costs of supplying a Proof Of Delivery (POD). If the Client requests a POD for more than 5% of its shipments, DSV will charge the Client a fee of € 8.50 per POD. This percentage will be calculated at regular intervals by DSV and charged to the Client retrospectively.

#### **Article 7. Transit times and departure days**

Where the Client requests loading and unloading using a till lift or the shipment of dangerous substances or long items, this may affect normal transit times and departure days. Transit times and departure days may also change due to national or international public holidays or if DSV is required to deal with customs formalities or to take into account certain time frames. The Client must enquire as to the specific transit times and departure dates in order to avoid any delay or late delivery. DSV is not liable for loss suffered by the Client as a result.

#### **Article 8. Goods in transit insurance**

If DSV performs the transportation itself, it has limited liability for loss in transit in line with the CMR limit. Goods it is to ship will not be insured by DSV. All prices and fees quoted in offers from DSV therefore exclude the cost of insurance. DSV will only insure the goods in transit at a favourable premium if the Client requests this in writing before the start of the transportation. The cost of this insurance will be passed on to the Client.

#### **Article 9. Europallets**

1. Unless expressly agreed in writing, DSV is not obliged to exchange Europallets. Such agreements will only be made if the shipment is from or to the Netherlands, Belgium, Luxembourg, Germany or Austria.
2. If DSV and the Client reach agreement for the exchange of Europallets at the address for loading or unloading, this must be stipulated for each booking, unless agreed otherwise.
3. In respect of Europallets that are not returned at the address for unloading, DSV is not liable to take these back at a later date. In such cases DSV will not pay out any compensation and will set off the value of the non-returned Europallets against the balance owed by the Client.
4. Once every three months DSV and the Client will prepare a reconciliation statement.
5. In the absence of an agreement to exchange Europallets the Client does not have the right to ask for return, exchange, settlement or compensation of loaded Europallets in any way.

6. DSV will deduct ten per cent for loss and non-return of Europallets as standard from the balance owed to the Client. This means that DSV will return to the Client or compensate the Client for 90% of the Europallets.
7. Any complaint concerning Europallets will only be considered by DSV if it is sent to DSV by the Client within three months following the shipment date.

#### **Article 10. Cancellation**

In the event of cancellation or termination for any reason of a pick-up contract, the following amounts will be charged to the Client:

- In the event of cancellation or termination after 3 pm on the day before the day of loading, 70% of the agreed shipment price;
- In the event of cancellation or termination after 5 pm on the day before the day of loading, 80% of the agreed shipment price;
- In the event of cancellation or termination on the day of loading, 100% of the agreed shipment price.

#### **Article 11. Confidentiality**

The parties must not disclose any confidential information they receive from each other or from any other source in the context of their contract, irrespective of whether the information is oral or in writing and irrespective of the source. Information is deemed confidential if it is designated as such by the other party or is by its very nature confidential.

#### **Article 12. Set off**

The Client is in no circumstances entitled to suspend payment of invoices from DSV or to set off any claim against DSV with any sum invoiced by DSV in accordance with Book 6, Article 127 of the Dutch Civil Code.

#### **Article 13. Scope of conditions**

1. These terms and conditions are supplemental to other conditions and regulations (as set out below) and are binding upon all contracts entered into by DSV. In the event of any conflict between these terms and conditions and the other binding conditions or regulations, the other binding conditions or regulations shall take precedence over these terms and conditions.
2. All assignments, including assignments to perform customs formalities or fiscal representation, are only accepted by DSV as assignments to perform forwarding activities, which are governed exclusively by the Dutch Forwarding Conditions of FENEX.
3. Contracted storage and all related logistical services are governed exclusively by the Terms and Conditions for Value Added Logistics of FENEX.
4. If and insofar as the transportation is carried out by DSV itself, the following conventions and regulations apply:
  - a. All contracts for the international shipment of goods by road are governed by the terms of the CMR and, insofar as allowed by law, by the terms of the Algemene Vervoerscondities 2002 (AVC).
  - b. All contracts for domestic transportation are governed by the AVC.
  - c. All contracts for the shipment of goods by sea are governed by the Hague Visby Rules.
  - d. All contracts for the shipment of goods by air are governed by the Montreal Convention.
  - e. A combination of methods of transportation is governed by the relevant Dutch statutory regulations as set out in Book 8, Articles 40 to 52, inclusive, of the Dutch Civil Code.
5. In respect of the terms and conditions referred to above, in each case the most recent version is binding, including the stipulations governing arbitration as set out in the Dutch Forwarding Conditions and in the Terms and Conditions for Value Added Logistics of FENEX. The said terms and conditions will be supplied to the Client on request. The said terms and conditions may also be downloaded, printed out and saved via the DSV website (<http://www.nl.dsv.com/services-and-downloads/algemene-voorwaarden>).