



# **General conditions**

## **Vos Expeditie Ittervoort BV**

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## Rates and surcharges

### Annual indexation and starting points

- The above-mentioned rates are based on the cost level of January 1, 2018. Rates are increased annually by a minimum equal to the annual NEA index.
- The rates are valid up to December 31, 2018, except for when there are extreme cost increases. The mentioned rates don't include turnover tax or other forms of tax(ation), levy or charges: such as Diesel oil surcharge, German Maut, Levy surcharge, Marpol surcharge, Belgium Toll, tax for preparing of export and import documents as well as import and export duties.

### Diesel clause

Vos Expeditie Ittervoort BV applies a Diesel clause to all its transports. The fuel surcharge is determined monthly. The first day of the month is considered the reference date. The prices are based on Shell Nederland B.V. ([www.shell.nl](http://www.shell.nl)). The Diesel surcharge is indicated separately on the invoice and is calculated according to the diagram below. At your request, you will be informed monthly about the amount of the Diesel oil surcharge.

### Calculating rates

All the rates are expressed in Euro (€), exclusive of VAT, for:

- non-dangerous goods from the free trade with regular size
- goods loaded/unloaded by the sender/recipient himself, unless otherwise agreed
- 1 loading and 1 unloading address
- current exchange rates, prices, working conditions and terms, we retain the right of adjusting our prices at all times.
- We apply a payment term of 14 days, unless otherwise agreed.

### Guideline for determining the rate

- Unless otherwise agreed, separate package shipments will be calculated based on the total weight of a shipment, according to the kilogram scale. The maximum weight per indivisible package is 40 kg. If the weight for an indivisible packages exceeds 40 kg, we will calculate based on a pallet rate or using the volume calculation below. Every package is provided with address data of the sender and of the recipient (name, address, postal code and city)
- Unless otherwise agreed, the pallet prices are based on the maximum floor surface. Pallet prices are based on a standard euro pallet or block pallet with a maximum height and weight per pallet. Pallets with a greater floor surface, height or weight will be calculated based on the payable volume weight.  
We will be using the following as basis:

1 m <sup>3</sup>	333 kg
1 loading meter	1850 kg
1 euro-pallet (120x 80x200/260)	740 kg
1 block pallet (120x100x200/260)	925 kg
- Maximum weight per shipment is 25 ton
- Delivery addresses for shipments from 1 pallet and more can be reached with tractor-trailer combinations.
- On time deliveries must be communicated in writing the day before. The planning of Vos Expeditie Ittervoort BV can guarantee an on time delivery only in consultation and if it is confirmed. Extra charges for delivery in a time-window in the Netherlands <1 hour € 45,-, <2 hours € 35,- and <4 hours € 25,-. On time deliveries outside the Benelux are possible upon request.
- For the transport of dangerous substances to Sweden, Denmark and Norway, we will charge € 100,-ADR surcharge and for the transport to Great Britain a surcharge of € 50,-. ADR surcharge. For the transport of goods to Finland, ADR upon request. Vos Expeditie Ittervoort BV transports all the classes of ADR goods, except for ADR class 1 (Explosive), ADR class 6.2 (infectious substances) and ADR class 7 (Radioactive).
- For conditioned/heated transport we will apply a surcharge of 25% of the freight rate, with a minimum of € 75,- and a maximum of € 275,-
- Goods with unusual dimensions such as extra long cargo will be charged using a separate rate.
- Rates don't include cash-on-delivery costs
- Delivery with met unloading platform or forklift for international transports is possible at your request, extra charges go with it. Unloading platform (international) amounts to 10% of the transport costs, with a minimum of € 75,- per delivery. An exception is Finland, you will be informed about the costs of an unloading platform there at your request.
- Rates don't include loading/unloading on peninsulas, islands, Zeeland and package shipments in (air) ports. Surcharges are available on request. For the delivery in the so-called environmental zones, a surcharge of 75% applies to the transport costs.
- Rates don't include returning pallets and wire-mesh boxes.
- Foodstuffs must be packed and must be submitted for transport unconditioned.



## Transport orders

### Your shipments

We will operate your shipments with care. You can also contribute yourself to the quality of your shipments. Goods must be packed properly and thoroughly, if necessary sealed in on the pallets. The liability of Vos Expeditie Ittervoort BV will be voided if goods are insufficiently packaged. Because your shipments can be transshipped once or several times, it is important that you use adequate packagings.

Make sure the pallets don't contain protruding parts. Every pallet and package must be provided with a label containing full address data of the sender and recipient and possibly with the symbols that indicate a certain type of handling.

### Booking transport orders

Transport orders can be sent in until 17:00 o'clock. Every transport order must be provided with: complete loading and unloading address, delivery conditions, name, address, city data of the client, name, address, city data of the payer freight costs, loading and unloading dates. For Norway it applies that, on the day of the booking, an official commercial invoice will also have to be presented to clients, for use by clearing inwards/outwards. Failure to do so can lead to additional costs up to 200% compensation of the initial transport costs. You can book the order using our web portal or the standard booking form. In case orders are sent by mail or fax manually we retain the right of charging an extra € 15.00 for every order. If transport orders are cancelled shorter than 1 day before departure date before 15:00 o'clock, we will charge 70% of the agreed freight rate. The order can never be agreed upon verbally. 2nd delivery and returns will be charged at 50% of the delivery rate + 100% for 2<sup>nd</sup> delivery.

Goods must be accompanied by a waybill or, upon request, by a sending list, that is filled in by the sender and conform to us by fax. Every separate waybill will be considered one shipment.

The necessary transport document for international shipments must be provided by the sender and must be sent or must accompany the shipment. For shipments with the destination Norway, the following must always be provided: a correct original commercial invoice (with correct VAT number) and possibly a EUR 1 certificate. The invoice must be sent along with the shipment. Registration for export € 35,- per shipment. Registration for import € 45,- per shipment.

## Transports and durations

### Loading and unloading times

This offer is based on the accessibility with an international car. Shipments are delivered or picked up between 08:00 and 17:00, from Monday to Friday.

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|--|------------|
| - Loading national/international up to 5000 kg   | 30 minutes |
| - Loading national/international over 5000 kg    | 60 minutes |
| - Unloading national/international up to 5000 kg | 30 minutes |
| - Unloading national/international over 5000 kg  | 60 minutes |

If the actual loading and unloading times last longer than the above-mentioned times, we will charge extra costs of € 75,- per hour.

When a shipment must be picked up or delivered for the 2<sup>nd</sup> time due to no mistake of Vos Expeditie Ittervoort BV, we will charge these activities.

In case a shipment is refused, you will be informed about it and you will be asked for detailed instructions.

This also applies in case of incomplete instructions or wrong address.

It is assumed that enough and adequate resources are available both at the loading address and at the unloading address to send/receive the goods. If there aren't, the client must indicate this in writing on the original order slip. Vos Expeditie Ittervoort BV can provide additional loading/unloading resources in consultation. Extra costs will be charged for this. If, by using loading and unloading resources at the location our drivers suffer an accident or they cause themselves or other people injury, Vos Expeditie Ittervoort BV isn't liable for this.

### Durations

The durations depend on the shipment size and destination. Duration times apply: booking day A, loading B (which is departure day). Different durations are possible, by consultation. Every day departure, accompanied transport.

The Netherlands	24 hours
Belgium	24 – 48 hours
Germany	24 – 48 hours
Denmark	24 – 48 hours
Sweden	24 – 72 hours
Norway	24 – 72 hours
Great Britain	24 – 48 hours



### **Cash-on-delivery (COD) shipments**

Unless otherwise agreed, Vos Expeditie Ittervoort BV doesn't accept shipments sent in the cash-on-delivery system. However, if the cash-on-delivery system still applies, the applicable cash-on-delivery commissions will be adapted for every separate client. Vos Expeditie Ittervoort BV isn't liable if the cheques we receive turn out to be uncovered. Vos Expeditie Ittervoort BV accepts no liability for the non-payment of COD payments as a result of situations of force majeure.

### **Exchanging Europallets**

If goods are packed on europallets, Vos Expeditie Ittervoort BV will try to exchange these pallets at the loading and unloading address. When no exchange can take place, the driver of Vos Expeditie Ittervoort BV will write out a pallet slip. This pallet slip must be signed by the co-contracting party. A copy will be released to the co-contracting party. For europallets that aren't returned by your client, the liability of Vos Expeditie Ittervoort BV to return them ceases. No liability is accepted and no compensations will be granted if no pallets are received back, on our intercession.

At the request of the client, Vos Expeditie Ittervoort BV will keep a pallet registration. The client will have to submit this request in writing to Vos Expeditie Ittervoort BV. The client can only claim a possible balance of pallets when a written request was submitted and if he presents a signed pallet slip of Vos Expeditie Ittervoort BV. Palletbonnen / pallet administrations of the client or of third parties will not be accepted as valid proof of a possible balance of pallets. If he wants to, the client will ask for a copy of pallet slip from the pallet administration of Vos Expeditie Ittervoort BV.

Only europallets that are in a good condition will be administered and can be exchanged. Damaged europallets cannot be included in the balance. In all the balances, a standard percentage of loss/absence will be included, of 10%. This means that Vos Expeditie Ittervoort BV, in case of a pallet debt, will return 90% of the debt.

The system used for europallets only concerns the so-called pallet exchange countries (among others, does NOT apply for Germany, Denmark, Norway, Sweden, Finland, England, France, Spain and Portugal). All pallets for these countries are seen as one-way pallets. Aside from europallets, Vos Expeditie Ittervoort BV doesn't apply any exchange systems for packagings and these packagings are seen as one-way material. Claims for europallets must be submitted to Vos Expeditie Ittervoort BV within 3 months after the transport, in writing. Surcharge for pallet exchange: 2.60 EUR per pallet.

## **General terms and conditions**

All our activities and agreements, depending on the nature of those activities and agreements, are subject to:

For national (internal) road transport, the "General Transport Conditions (AVC) 2002" apply. For international (cross-border) road transport, the provisions of the "CMR Convention" apply. For physical distribution (storage activities), the "Physical Distribution Conditions" apply. For the distribution, the "General Distribution Transport Conditions" apply. For expedition activities, the "Dutch Expedition Conditions (Fenex)" apply. If reference is made to the INCOTERMS, then we are referring to the latest version of the INCOTERMS.

Upon request, a copy of the text of the above-mentioned conditions will be provided to you for free. The most recent version applies.

The applicability of the general conditions invoked is explicitly dismissed by Vos Expeditie Ittervoort BV. General or special conditions of the client are excluded in particular also as far as those conditions should refer to the payment, settlement or the right of pledging or assigning claims of Vos Expeditie Ittervoort BV from the client.

## **Liability and insurance**

Vos Expeditie Ittervoort BV accepts no liability whatsoever for the possible loss, damage or disappearance of goods while in storage. The client himself must ensure the goods against theft, fire, damages and stock differences. The most recent submitted versions of the conditions / terms will apply. We expressly point out that the goods are insured for AVC transport and for CMR transport. We are referring to the insurance for the carriers' liability here. This insurance applies to the weight of the damaged/lost part. If the goods have a value that exceeds the above-mentioned amounts, you must ensure a goods insurance yourselves. If you want, Vos Expeditie Ittervoort BV can also provide it for you. Visible damages must be received by Vos Expeditie Ittervoort BV accompanied by a claim liability, within 14 days. Vos Expeditie Ittervoort BV will not be liable for the compensation of consequence damage, extra transport costs, replacing a shipment, travel expenses, expertise costs, turnover losses, etc.

## **Payment conditions**

The most recent version of the General payment terms of the Dutch transport organization Koninklijk Nederlands Vervoer - Goederenvervoer Nederland, lodged with the Clerk of the Court in Hague.



## Validity & Disputes

### Validity

All the offers of Vos Expeditie Ittervoort BV are valid up to 2 months from the release date and shall replace or the previous offers. All the issued rates are based on the information provided by the client. When the actual shipment offer substantially differs from the information received or interpreted in the offer stage, Vos Expeditie Ittervoort BV retains the right of changing the rates.

### Disputes

All the agreements signed with Vos Expeditie Ittervoort BV are exclusively governed by Dutch law.

Any dispute which might arise between the parties by reason of an offer, an order, an agreement or a commitment to which these conditions apply will be submitted to the Court of Zwolle, unless Vos Expeditie Ittervoort BV chooses to submit the dispute for settlement to the competent court according to the law.

## Personal data

For logistic services for which personal data are processed using "software as a service" (but not exhaustively) such as the Web portal and EDI (Electronic Data Interchange), the parties will act in accordance with article 26 of the General Data Protection Regulation (GDPR). Vos Expeditie Ittervoort BV will comply with the transparency obligation that lies with the processor by means of a privacy statement, which is published on its website ([www.vostransportgroup.com](http://www.vostransportgroup.com)). Vos Expeditie Ittervoort BV will cooperate and will take the applicable technical and organizational measures to protect the personal data that they are processing and, within one month, will respond the requests of the person(s) concerned (as stipulated in and according to) articles 15, up to 18, 20 and 21 of the GDPR, they will keep a register as referred to in article 30 of the GDPR, they will report a violation (in their company) as referred to and according to articles 33 and 34 of the GDPR (maybe by a public message) and will cooperate with a data protection impact assessment. The client will ensure the legal processing justification as referred to in article 6 of the GDPR for all the personal data they provide Vos Expeditie Ittervoort BV with and will be liable for complying with all the obligations they have under the GDPR.

## Various general conditions

Unless otherwise agreed, the most recent version of the conditions applies, which is published and can be downloaded from the above-mentioned website of Vos Expeditie Ittervoort BV. If the Dutch text of the general conditions published on the website of Vos Expeditie Ittervoort BV differs from the translation in other languages, the Dutch text will always prevail. Vos Expeditie Ittervoort BV explicitly dismisses the applicability of the general conditions to which the co-contracting party refers.