

Bas/Hereijgers Conditions

A. GENERAL PROVISIONS

These general conditions, hereinafter referred to as the 'Bas/Hereijgers Conditions', apply to all the work that is performed by Bas Logistics B.V., Bas Warehousing B.V., Bas Transport B.V. and Hereijgers Transport B.V.

These general conditions consist of this module General Provisions and the individual specific modules Transport and Forwarding general (B1), Forwarding in particular (B2) and Logistics Services (C).

The breakdown of the various work is as follows:

- Bas Logistics B.V. *exclusively* performs forwarding work in the sense of these general conditions;
- Bas Warehousing B.V. *primarily* provides logistics services in the sense of these general conditions;
- Bas Transport B.V. and Hereijgers Transport B.V. *primarily* perform transport work as referred to in these general conditions.

Article 1 – GENERAL CONDITIONS

1. These general conditions apply to all offers, concluded agreements and work in which Bas Logistics B.V., Bas Warehousing B.V., Bas Transport B.V. or Hereijgers Transport B.V., hereinafter referred to as: 'the contractor', undertakes to conduct transport, forwarding, to provide logistics services or any other type of performance whatsoever for the party on whose assignment the work is performed, hereinafter referred to as 'the client', unless explicitly agreed otherwise in writing in advance.
2. In addition to these general conditions, the Logistics Services Conditions 2014 (LSV 2014) also apply to all cases mentioned in paragraph 1, unless the subject conditions deviate from the LSV 2014.
3. All the conditions mentioned above can also be found at www.bas.eu/algemene-voorwaarden and www.hereijgers.eu/algemene-voorwaarden.
4. Through the order, the client declares that he is familiar with and agrees that the general conditions mentioned above apply to the agreement(s) with the contractor. Upon request, a copy of the conditions mentioned above can be provided free of charge.
5. In case of possible doubts regarding the capacity in which the contractor acts, the contractor decides.

Article 2 – CHOICE OF LAW AND JURISDICTION CLAUSE

1. All possible disputes that result from or are related to (the) agreement(s) concluded between the parties are governed by Dutch law.
2. Any dispute arising from or related to the Agreement and the Conditions applicable thereto will be submitted exclusively to arbitration in Rotterdam in accordance with the UNUM arbitration regulations, with the exception of claims up to € 25.000 and undisputed claims, which will be submitted to the competent court in Rotterdam..

Article 3 – PAYMENT CONDITIONS

1. The payment term is thirty (30) days after the invoice date.

2. Claims and/or complaints regarding our invoices must be submitted in writing within eight (8) days after the invoice date. The payment obligation and term are not suspended as the result of such claims.

B. TRANSPORT and FORWARDING

B1. Transport and forwarding general

Article 4 – ORDERS AND PROVISION OF INFORMATION

1. Consignments must be registered no later than 15:00 on the day prior to the transport via the E-Logistics system 'Websped' or EDI link.
2. The risk of exchanging electronic messages is borne by the client.
3. Consignments that – upon registration – must be loaded the same day are not accepted, unless this has been specifically agreed upon.
4. In the event that the order does not specify any office hours for loading/unloading, the contractor assumes that loading/unloading is possible between 08:00 and 18:00 hours.
5. The client must provide complete orders that contain all information. Orders from which information is missing will not be performed. Any costs that result from missing and/or incorrect instructions will be passed on to the client. The client informs the contractor of the nature of the goods to be forwarded. In the event that alcoholic beverages are involved, the client must notify the contractor of the correct alcohol content. Any costs that result from missing and/or incorrect information will also be passed on to the client.
6. In the event that the client wants to include documents with the consignment, these must be affixed to the consignment in a clearly visible location. The contractor will not add any packing slips to the bill of lading.
7. The client provides the contractor with the contact details of a contact person who can be reached outside office hours in the event of incidents and/or circumstances as a result of which the standard route or performance must be deviated from. In the event that this person is unavailable, the contractor itself will choose the best possible solution. This is done exclusively at the client's expense and risk.
8. In the event that the contractor must handle customs formalities, this must be explicitly notified prior to the transport by means of instructions in the order. Customs formalities, handling customs documents, etc. is performed exclusively at the client's expense and risk. The contractor is not liable for any claims related to customs formalities, etc.
9. The client guarantees that all supplied and/or required (legal) documents are correct and complete.

Article 5 – LIABILITY AND RESERVATIONS

1. Orders are accepted subject to the explicit reservation of normal, unchanged transport conditions. The contractor is not liable for any delayed deliveries caused *inter alia* by third party strikes. Loading and unloading times specified by the contractor are always approximate and do not bind the contractor. The contractor reserves the right to deliver before the specified delivery time (or to have this done).
2. Rates are calculated based on the most logical route(s) and the laws, regulations, taxes and permits in force as of the current year.
3. In performing the transport, the contractor reserves the right to choose the most appropriate modality.
4. During holiday periods, the lead time of consignments may deviate from the regular lead times.
5. Differences in loading metres and/or weights in relation to the order that is performed at the client's expense and risk are not communicated; the rate is adjusted based on the inspection

during the logistics process. Consignments that are smaller than the booked volume or consignments that are adjusted downwards after 12:00 prior to the day of loading are invoiced based on the initially booked volume.

6. The client ensures that goods are properly packed in closed, clean packaging, labelled with the address, postcode and quantities. Loads that are not clearly and correctly labelled will not be accepted. Packaging will only be taken back following express written instructions and at the client's expense and risk.
7. The maximum weight for non-palletized packages is 23 kilogrammes. Consignments that consist of 4 packages or more must be offered on transport pallets.
8. The client must offer the goods as a stable loading unit. Fragile goods must be protected by a wooden frame or other protective structure that allows the contractor to secure the load with straps (or to have this done) without causing any damage to the goods.
9. In the event that the packaging of goods is missing or defective, the contractor will be relieved of all liability for loss or damage during transport.
10. The client is responsible for loading and unloading. In the event that at the request of the client, shipper or consignee, the contractor itself or the carrier engaged by the contractor provides assistance in loading and/or unloading, this is exclusively done at the client's expense and risk.
11. Any damage must be immediately reported to the contractor in writing. The contractor is not liable for invisible damage.
12. A claim for damages does not suspend the client's payment obligation or term. Claims for damages may not be set off against claims of the contractor.
13. No original signed bills of lading will be sent together with the invoice. These can be downloaded free of charge via the E-Logistics system 'Websped'. The client can apply for a password for this system at the contractor's office sales department. Bills of lading will be available via the E-Logistics system 'Websped' free of charge for a period of 5 years.
14. Consignments that are collected or delivered by a local partner will be accompanied by a national transport document.
15. Pallets are not exchanged, unless agreed otherwise, in which case this is done at the client's expense and risk. If pallet exchange has been agreed upon, the pallets are exchanged once (1) every quarter.
16. In pallet exchange, no distinction is made between *Epal* and other euro pallets. In the event that the contractor or the carrier engaged by the contractor does not receive the total number of pallets from the client, shipper or consignee that should have been exchanged, these pallets are nevertheless deducted from the balance.

Article 6 – DEAD FREIGHTS, FAILED COLLECTION ATTEMPTS AND FAILED DELIVERY ATTEMPTS

1. Dead freight: a change or cancellation of the original order that is submitted so late that the contractor is unable to arrange for an alternative load and/or the contractor or the carrier engaged by the contractor is required to make the trip with the load that is available at the time of loading or an empty truck. Any changes or cancellations submitted within 24 hours before the agreed loading time are in any event designated as a dead freight.
2. For dead freights and failed collection attempts, 75% of the agreed price is charged to the client.
3. For failed delivery attempts, 100% of the agreed price is charged to the client.

Article 7 – OTHER PROVISIONS

1. The contractor has taken out liability insurance based on the general conditions in force. Any (additional) goods-in-transit insurance is only taken out at the client's written request. To this end, the client must contact the contractor's office sales department.

2. The client guarantees that it will not enter into any (in-)direct alliance with a carrier that the contractor engaged for the client.

B2. Forwarding in particular

Article 8 – FORWARDING AGREEMENT AND DUTCH FORWARDING CONDITIONS

1. A forwarding agreement is the agreement to *have* goods carried in the sense of Sections 8:60 and following of the *Burgerlijk Wetboek* (Dutch Civil Code), by virtue of which the contractor undertakes in respect of the client to conclude one or more transport agreements with third parties regarding the goods to be made available by the client.
2. In addition to the LSV 2014, the *Nederlandse Expeditievoorwaarden* (Dutch Forwarding Conditions) – with the exception of the provisions in Article 23 of those conditions – also apply to forwarding agreements.

C. LOGISTICS SERVICES

Article 9 – DESCRIPTION OF THE WORK

1. Logistics services include entry, removal, stock management, assembly, order handling, order picking, preparation for transport, invoicing, information exchange and information management regarding goods, as well as loading and unloading in as far as required in the scope of the work mentioned above.