

## General terms and conditions Venlogistics Beheer BV

### General provisions

1. These general conditions apply to all offers, concluded agreements and activities, whereby Venlogistics Beheer BV and/or all of its affiliated companies being Venlogistics BV, Venlo Logistic Services BV, Schreurs Ex-Tra BV, SET Venlo Beheer BV and SET Cargo GmbH, hereinafter to be referred to separately and jointly as Venlogistics, undertakes to transport or have transported, to distribute goods, to store and possibly to handle goods, or to perform any other kind of service, unless expressly agreed otherwise in writing in advance.
2. In these terms and conditions, 'client' means: every (legal) person who has concluded or wishes to conclude an agreement with Venlogistics. Venlogistics and the client are jointly referred to as 'parties'.
3. The applicability of purchasing or other conditions of the client is expressly rejected.
4. If approval or permission from third parties or a permit/exemption from an governing body is required for the execution of the work, the client will ensure that it has the required permit/exemption and/or permission in a timely manner and Venlogistics will provide it in a timely manner - to the extent necessary – of these permits, exemptions and permissions. Any costs resulting from missing such permits/documents will be charged to the client. This does not apply to those permits and/or exemptions that Venlogistics must have in order to operate its business.
5. Once a contract has been concluded under the applicability of the General Terms and Conditions, the General Terms and Conditions also apply without exception to future quotations and order confirmations to be issued by Venlogistics and future agreements with Venlogistics.
6. Changes to and deviations from these General Terms and Conditions are only valid if they have been agreed in writing between the parties. These changes and/or deviations only apply to the specific case to which they relate.
7. In addition to these General Terms and Conditions, the latest versions of the following general industry terms and conditions apply, depending on the activity carried out:
  - a. Nationaal road transport: AVC 2002
  - b. International transport: CMR conditions in combination with AVC 2002
  - c. In the case of "carrying" as referred to in Article 8:60 of the Dutch Civil Code and (preparatory customs formalities: de Nederlandse Expeditie voorwaarden 2018
  - d. For logistics services such as transport, storage, transshipment, repacking, sorting, etc.: de Logistieke Services Voorwaarden 2014
8. To the extent that any provision of the aforementioned general industry terms and/or conditions would conflict with a provision of these General Terms and Conditions, this provision of the General Terms and Conditions takes precedence, unless it is a mandatory provision.
9. If several of the aforementioned general industry conditions apply, they apply together insofar as they are not in conflict. If there is a conflict, Venlogistics determines which industry conditions prevail.

### Conditions of work

1. Venlogistics is entitled to engage third parties if it considers this necessary and/or desirable for the execution of the work, without this implying that Venlogistics can no longer rely on these conditions.
2. Venlogistics is entitled to charge additional costs to the client if these costs were necessary for the correct and timely fulfillment of the orders given to it.
3. In principle, Venlogistics accepts all types of goods with the exception of live animals, glass, precious metals, gemstones, jewelry, money, coins, art, weapons, ammunition, radioactive substances, prohibited or narcotic substances.
4. Pallets will only be exchanged if this has been agreed in advance and it is stated in the quotation and on your order that they concern Euro pallets, and only for the countries the Netherlands, Belgium, Luxembourg and Germany. Other load carriers are not exchanged. The following applies to the exchange of pallets:
  - A. Venlogistics charges a standard percentage of 5% for loss and failure of euro pallets. This means that Venlogistics will return 95% of the euro pallets sent unless expressly agreed otherwise in writing

- B. The client guarantees Venlogistics that the consignee has taken on the obligation to prepare an equal number of pallets of the same type and the same quality on time (such that they can be loaded immediately after delivery of the goods). Euro pallets must be in normal condition for reuse. This means that we exchange standard B-quality. It is not possible to exchange new or A-quality euro pallets as standard
- C. The obligation to return pallets to the client rests solely with the consignee. If the recipient cannot or does not want to exchange the euro pallets during delivery, we can collect these euro pallets for you later against reimbursement of transport costs and deliver them back to you
- D. If (part of) the pallets referred to under a are not made available or not made available on time by the consignee, the carrier's best efforts obligation ends. Venlogistics is free to refuse pallets that deviate seriously in terms of quality level or type. The carrier is never obliged to check the quality of the load carriers, nor to pay compensation to the client for rejected pallets or because, in the opinion of the client, loaded pallets differ from the returned pallets

### **Customer obligations**

1. The client must provide correct information to Venlogistics with regard to agreed incoterms with the recipient. Incoterms in accordance with International Chamber of Commerce (Incoterms 2020).
2. Orders are preferably submitted by means of an EDI message or via Statusweb from Venlogistics, or by means of an e-mail message. Because a correct and complete order is the basis for correct service, Venlogistics cannot accept telephone orders.
3. Specified shipments must be ready on the day of loading from 8:00 am (NL time) unless otherwise agreed.
4. The client or exporter is the declarant of the goods. The client is responsible for the content of the declaration and is liable for fulfilling the obligations associated with filing the declaration. In addition, the client or exporter is required to administer the declarations and documents. Venlogistics can only submit export or re-export declarations on behalf of the client or exporter, as a direct representative. If the client wishes this, written agreements must be made prior to the (transport) order. The client indemnifies Venlogistics against all damage and costs, under whatever denomination, that arise due to the inaccuracy of the data supplied by the client, as well as against all (tax) assessments from (customs) authorities for whatever reason.
5. If transport concerns a customs shipment (regardless of whether the customs shipment is within the EU or outside the EU), the client must notify Venlogistics in writing (by e-mail or EDI) prior to loading and submit the associated customs documents immediately after loading. to email it to Venlogistics, so that it can process this administratively to the extent necessary.
6. The client guarantees that the value of the shipment to be transported does not exceed €50,000. Venlogistics will expressly accept the shipment under this condition. If the value of the shipment to be transported is €50,000 or higher, the value must be communicated to Venlogistics in writing before the start of the transport. At the express request of the client, Venlogistics will attempt to take out freight insurance for the transport at the expense and responsibility of the client. Any conditions of this goods transport insurance then apply to the client. In the event of a violation of this warranty, Venlogistics is in any case liable for no more than €50,000.
7. The client must provide clear instructions with regard to high-value transports. At the request of the client, secure parking spaces are used as much as possible. In that case, the client must indicate which parking spaces can be used prior to transport. The legal driving and rest times are observed. Secure parking spaces are also used if this is reasonably required by Venlogistics and/or the driver under the given circumstances. Any costs for secure parking will be charged to the client, as well as costs for any additional kilometers driven to use secure parking.
8. Further operational agreements are always documented in separate working agreements/protocols. Goods offered must be well packaged and provided with clear information about the product, complete addressing of the recipient and sender, symbols indicating the handling, etc. This information must be attached in such a way that it can be clearly read during loading and unloading. Any old information must be removed or made illegible. Goods must be well packaged so that they can be transported and traded without additional risks. The client indemnifies Venlogistics against all possible (consequential) damage that arises as a result of inadequate packaging.

9. Transport orders relating to hazardous substances with a high hazard potential, listed in table 1.10.3.1.2. of the ADR that require the presence of a security plan will not be accepted, unless prior express written permission has been given by Venlogistics management.
10. If the client offers dangerous substances for transport, this must be explicitly stated in the transport order, this statement must contain all relevant details. This concerns the required data and information in verifiable form and, where appropriate, the required transport documents and accompanying documents (permits, authorizations, notifications, communications, certificates, etc.), in particular taking into account the requirements of Chapter 5.4 and tables of Part 3 ADR legislation.
11. Even if dangerous goods are not subject to the regulations of the ADR due to special provisions, exceptional positions or an exemption scheme, the client is obliged to provide all information to Venlogistics in accordance with Article 16.2. The sender informs Venlogistics on the basis of which special provision(s), exception position(s) or exemption scheme(s) the dangerous goods in question are not subject to the regulations of ADR. An ADR surcharge does not apply if the ADR regulations do not apply due to special provisions or exceptional positions.
12. The client is responsible for correct labelling, approved packaging, the necessary transport documents including tunnel code and the sender's declaration. The goods must be properly packed and secured on pallets so that they can be stowed and transported in accordance with the legal rules and regulations. If the client has provided no information, incomplete information or incorrect information and/or the labelling, packaging or documents do not comply with the legislation, the client is responsible for reimbursement of all consequential costs, including, but not limited to, fines. ADR goods must be palletized at all times. An ADR surcharge applies, this will be stated in the quotation.
13. The client is responsible for loading, stowing and securing the cargo, unless other written agreements have been made. If the driver carries out these activities alone or jointly with the loading or unloading address, Venlogistics is not liable for any damage resulting from errors during or as a result of these activities. This exclusion of liability expressly also applies to damage to property and/or with technical aids such as forklifts, pump trucks, etc.

### **Provisions regarding financial matters**

1. All offers made by Venlogistics are without obligation as referred to in art. 6:219 paragraph 2 BW.
2. The payment term for our transport invoices is 30 days after the invoice date unless otherwise agreed and documented in writing in the rate sheet.
3. Venlogistics' prices are based on locations that are easily accessible. If it appears during the execution of the order that accessibility is too limited, Venlogistics has the right to increase the prices with all additional costs incurred as a result.
4. Prices and rates are in euros, excluding dumping and toll fees, any levies and duties, VAT, customs clearance costs and, in the case of transport, a fuel surcharge.
5. A fuel clause applies to the prices charged. The basic price and conversion factor and frequency of adjustment of the surcharge are stated separately in each quotation. The current fuel price is stated on <https://www.tln.nl/brandstofmonitor/> and, unless stated otherwise in the quotation.
6. If unforeseen changes lead to an increase in costs, these additional costs will be charged to the client.
7. Government measures that cannot be influenced by Venlogistics and which have financial consequences for the cost price will be charged to the client. For example tolls, taxes and surcharges. If applicable, the client and Venlogistics will discuss how to integrate this into rates from the effective date.
8. The paying weight determines which rate scale applies in the quotation and can be determined by taking the highest weight of the actual gross weight or the volumetric weight based on the following principles:
  - 1 m<sup>3</sup> = 330 kg
  - 1 loadingmeter = 1750 kg
  - 1 europallet = 120 x 80 x max. 220 cm = max. 700 kg
  - 1 blokpallet = 120 x 100 x max. 220 cm = max. 875 kg
  - Full truck load (FTL) = max. 13.6 loading meters / maximum weight in accordance with local legislation.
  - Length surcharge: If length or width > 2.4m, a length surcharge of € 20 applies per meter of excess.
9. When loading or unloading a Groupage or part shipment (LTL), a maximum time of 30 minutes applies. When loading or unloading a full truck load (FTL), a maximum time of 2 hours applies. If these times are exceeded, a rate of €30 per commenced half hour applies.

10. Rates are based on standard deliveries according to the lead-time schedules where the most logical and optimal routes can be planned. Surcharges are country specific and are stated in the quotation.
11. Planned or booked loading space is always charged. This means that if less space is loaded than initially specified and reserved, the reserved space is always calculated. Specified loads can be changed or canceled free of charge until 1:00 PM (NL time) the day before loading. If loads are canceled later, an error freight amounting to 80% of the agreed freight rate will be charged.
12. If Venlogistics is required to provide Customs documentation, the costs will be stated separately on the transport invoice. Standard customs documentation costs are as follows:
 

EU-A	€ 38,50
Extra HS code (per code)	€ 9,50
NCTS Transit	€ 59,00
Extra HS code (per code)	€ 9,50
Portbase booking (UK)	€ 4,75
ATR (TR)	€ 44,00
Customs clearance NL	€ 77,50
Extra HS code (per code)	€ 9,50
Cutoms clearances EU	On request
Customs stop on route	€ 75,00

*The amounts mentioned apply up to a maximum commercial invoice value of € 200,000*
13. If an agreement is made to provide credit, an advance commission of 3% applies on the advanced VAT, import duties and excise duties and other advanced government contributions, as well as on other amounts advanced by Venlogistics. Payment of invoices relating to advance amounts must be made no later than 8 days after the invoice date.
14. Invoicing is basically done without proof of delivery being added to the invoice. Required proof of delivery is available 24/7 via our online portal called Statusweb.



### **Applicable law and validity**

1. Dutch law applies to the legal relationship between Venlogistics and its client.
2. Venlogistics is entitled to change these General Terms and Conditions. After such a change, the amended General Terms and Conditions will apply to the next agreement between the client or other contracted party, including the previous legal relationship.
3. The most current version of our general terms and conditions applies at all times and is available on our website [www.venlogistics.nl](http://www.venlogistics.nl)