

Versteijnen General Conditions

LIMITED LIABILITY

Versteijnen's liability is limited. The consequence of this limited liability is that, although Versteijnen is not always liable for a claim as a result of damage or loss, this liability Moreover, often the total value of the shipment does not cover. For the complete coverage of the actual value of the goods during transport, it is therefore recommended to use the goods against transport risks. This insurance is not included as standard and is not automatically taken out. As a service to our customers, Versteijnen can in principle take care of a property insurance policy For this, contact your contact person who will inform you about all conditions, rates and exclusions.

CONSEQUENTIAL DAMAGE

Versteijnen is never liable for indirect damage, including but not limited to consequential damage and economic damage, including lost profit or income, missed savings, loss of sales area or goodwill and damage due to business interruption.

TARIFFS

The tariffs issued are stated in euros (excluding Dutch VAT) and always contain a separate worksheet, detailing surcharges, special agreements or conditions which prevail over these General Conditions. The tariffs apply from the date of issue and are valid, unless agreed otherwise, until the end of the relevant calendar year. Tariffs exclude ferry costs, customs charges and import duties/taxes.

LIABILITY FOR COSTS

If the customer requests that costs be passed on to a third party, the customer will be liable at all times for the costs to be paid if this third party remains in default.

DIESEL SURCHARGE (diesel fuel surcharge)

Given the strong fluctuations in fuel prices, the tariffs issued always exclude a possible diesel surcharge. The percentage of diesel surcharge is determined on the first day of each calendar month. The formula for calculating this surcharge is included in the separate worksheet containing surcharges and special agreements or conditions. The agreed prices are the minimum tariffs.

TOLL CHARGES

The tariffs issued by Versteijnen Logistics include toll charges unless specifically stated otherwise. If a country should decide to raise or lower its toll charges, this increase/decrease will be directly

incorporated in the transport tariffs a pro-rata basis. Versteijnen reserves the right to make interim adjustments.

REGISTRATION OF CONSIGNMENTS

Transport orders must always be submitted in writing or digitally. Orders or changes thereto will not be accepted by telephone. Preferably, use is made of the web portal, an EDI message or the standard order form from Versteijnen Logistics. Separately sent transport orders are not calculated on a consolidated basis. The transport order must always be filled in completely and be provided with the contact person and telephone number of both the client as the recipient. The load weight stated on the transport order must always be the gross weight of the goods. Shipments must be sent no later than noon on the day before loading. If this is done later, this may have an impact on the agreed lead times Goods must be ready from 8 a.m. on the day of loading unless otherwise agreed.

CARRYING OUT TRANSPORT ORDERS

Versteijnen Logistics has the right to engage the services of third parties if this is required to carry out the orders it has received. To that end, prior consent need not be obtained from the customer.

TIME-SPECIFIC DELIVERIES/COLLECTIONS

The tariffs issued by Versteijnen Logistics are based on standard collections or deliveries throughout the day. Surcharges will be levied for time-specific deliveries. These surcharges are included in the separate worksheet containing surcharges and special agreements or conditions. Options for time-specific deliveries must be discussed in advance in consultation with the Customer Excellence Department.

WAITING HOURS

National

The maximum loading time is: 0,4 till 2,0 loading meters: max. 15 minutes

2,1 till 4,0 loading meters: max. 30 minutes

4,1 till 6,0 loading meters: max. 45 minutes

6,1 till 13,6 loading meters: max. 60 minutes

The maximum unloading time is: 0,4 till 2,0 loading meters: max. 15 minutes

2,1 till 4,0 loading meters: max. 30 minutes

4,1 till 6,0 loading meters: max. 45 minutes

6,1 till 13,6 loading meters: max. 60 minutes

International

WAITING HOURS

The maximum loading time is: 0,5 hour for groupage loads (0,4 till 2,0 loading meters)

1 hour for LTL shipments (2,1 till 12,8 loading meters)

2 hours for FTL shipments (12,9 till 13,6 loading meters)

The maximum unloading time is: 0,5 hour for groupage loads (0,4 till 2,0 loading meters)

1 hour for LTL shipments (2,1 till 12,8 loading meters)

2 hours for FTL shipments (12,9 till 13,6 loading meters)

If loading or unloading exceeds the times stated above, a surcharge will be levied for waiting hours. This surcharge is included in the separate worksheet containing surcharges and special agreements and conditions.

TARIFF STRUCTURE AND VOLUME FACTOR

The tariff table is based on the first two digits of the postcode of the unloading location. These two digits determine = 330 kg

which tariff zone must be applied. = 1750 kg

The payable weight is determined by the maximum actual gross weight in relation to the volume weight. = 875 kg

The volume weight is determined by the following assumptions: = 700 kg

1 m³ = 330 kg

1 loading metre = 1750 kg

1 block pallet (120 * 100 cm ; max. 875 kg)

1 euro pallet (120 * 80 cm ; max. 700 kg)

The maximum cargo weight depends on the country of destination and the type of material used. Pallets may be no more than 2.00 metres high for hub transport and no more than 2.60 metres high for direct distribution.

The tariffs are based on one loading address and one unloading address per consignment.

The maximum of a preceding tariff scale is the minimum of the following scale.

STACKABLE PALLETS

Pallets are deemed to be stackable and charged for as such if they are stacked by the customer in the Versteijnen Logistics transport vehicle. Stacked pallets may not pose a hazard to other goods in the lorry.

ADR GOODS

ADR goods offered for transport by the customer must comply with the statutory requirements. The customer is responsible for the correct labelling, UN-approved packaging, the transport document, the consignor's statement and the transport emergency card in the prescribed languages. Tariffs include ADR surcharges unless stated otherwise. A possible surcharge is included in the separate worksheet containing surcharges and special agreements and conditions.

REACH - Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals REACH applies to every business that produces, imports, distributes or uses chemicals, preparations and/or articles including chemicals in the European Union.

Versteijnen Logistics does not carry ultimate responsibility in respect of REACH and cannot be

regarded as the importer under REACH. The ultimate responsibility for complying with REACH lies with the customer. Versteijnen Logistics therefore assumes that the customer itself complies with the obligations arising from REACH. When a consignment falling under the scope of REACH is reported to Versteijnen Logistics, the REACH registration number must be stated as follows: REACH: followed by the registration number.

CUSTOMS LEGISLATION/COSTS

The tariffs of Versteijnen Logistics exclude charges for preparing customs documentation, clearance charges and any VAT and import duties owed. Depending on the delivery condition (Incoterm), these costs are charged to the customer or the consignee of the goods. The Customer is responsible for the delivery of the correct country-specific or other documentation.

NON-ACCEPTED LOAD

It is not allowed to have the following products transported by Versteijnen Logistics: Radioactive substances (ADR class 7), explosive substances or objects (ADR class 1), prohibited or narcotic, money, securities, weapons, ammunition, jewelry, precious stones, precious metals, art and livestock.

DELIVERY CONDITIONS (INCOTERMS)

The client is expected to pass on the delivery condition (Incoterms 2010), which has been agreed with the recipient Versteijnen Logistics.

DEAD FREIGHT

Dead freight refers to a situation in which a consignment is not ready for transport at the time of loading, or a situation in which a consignment is cancelled.

The following charges are charged in the event of dead freight:

Cancellation on the day preceding the loading day: 75% of the agreed freight rate.

Cancellation on the loading day: 100% of the agreed freight rate.

REJECTED CONSIGNMENTS OR CONSIGNEE ABSENT

If a consignment is rejected by the consignee of the goods or if a consignee is absent, Versteijnen Logistics will return the consignment to the consignor of the goods. To that end, transport costs will be charged.

ADJUSTMENT OF TRANSPORT TARIFFS

Versteijnen Logistics reserves the right to adjust the tariffs in the interim in the event of unexpected cost increases. The consignor will be notified in respect thereof in writing beforehand.

TAILBOARD

If the loading and/or unloading of the goods requires the use of a vehicle fitted out with a tailboard, a surcharge will be added. This information must also be explicitly provided when the order is issued.

LONG LENGTH SURCHARGE

A surcharge on the freight costs is charged for goods exceeding 240 centimetres in length. This surcharge depends on the country of destination and, if applicable, is stated separately in the tariff sheet.

PACKAGING AND MARKING

The customer is responsible for the packaging of the goods. The goods offered must be properly packaged and each packing unit must contain clear details of the product, the full addresses of both the consignor and consignee and any symbols indicating how they should be handled (such as 'fragile'). Versteijnen Logistics is not liable for any damage to improperly packed goods. If goods do not contain an address label, they will not be dispatched. The customer will be charged for any costs arising from the foregoing.

LEAD TIMES

The lead times quoted by Versteijnen are indicative. Since Versteijnen Logistics is a direct distribution business, consignments may be delivered earlier than agreed. No rights can be derived therefrom. Public holidays and driving bans affect lead times. These driving bans can be found on www.versteijnen.nl. Versteijnen is not liable for any typographical errors. Surcharges are applicable to deliveries on Saturdays, Sundays and public holidays. If, in the interests of a deviating lead time, lorries are required to remain abroad during the weekend, a weekend surcharge will be levied. Options regarding collection / delivery must always be discussed in advance with the customer excellence or planning departments.

ACCESSIBILITY OF LOADING AND UNLOADING ADDRESS AND OPENING TIMES

Unless specifically stated, Versteijnen assumes that both the loading and unloading address are accessible by a lorry (trailer or combi trailer lorry). If the goods must be loaded and unloaded with a smaller vehicle (e.g. closed lorry or delivery van), this must be stated on the transport order. Extra

costs might be incurred as a result thereof.

Versteijnen Logistics assumes standard opening hours of 8.00 am to 6.00 pm for the loading and unloading addresses, unless the transport order states otherwise. If goods must be loaded or unloaded outside of these times, this must be discussed in advance with the Customer Excellence Department. It is not possible for Versteijnen Logistics to make deliveries in city/town centres given their difficult accessibility and specific requirements/permits.

INVOICES, PAYMENT TERM AND COMPLAINTS

Invoices are sent digitally by Versteijnen Logistics. The customer is required to pay the invoices within 30 days of the invoice date. In the event that invoices are not paid within the specified period, interest at 2% per month will be charged on the invoice amount, with a minimum of EUR 25.

Offsetting invoices is not permitted. Invoices are deemed to have been approved by the customer if the latter does not object in writing within 8 days of the invoice date.

EURO PALLETS

Versteijnen Logistics only exchanges pallets if this has been agreed in writing in advance with Versteijnen by the customer. Versteijnen Logistics only exchanges pallets in those countries where it is customary to exchange these load carriers. These countries are the Benelux countries, Germany and France. In the event pallets must be exchanged, a depreciation rate of 5% applies to pallets of an inferior quality. This percentage is charged on the basis of the total number of pallets. The customer is fully responsible for the quality of the euro pallets provided.

Euro pallets can only be exchanged at the time the goods are delivered to the consignee. If the consignee does not want to exchange the pallets on the basis of the quality, the obligation of Versteijnen Logistics towards its customer will lapse. The pallets will only be exchanged at the time the goods are delivered to the consignee. If pallets must be collected at a later time, the transport costs incurred for that purpose will be charged. Versteijnen Logistics keeps a record of the number of pallets owed to a customer. Costs may be charged for the necessary administrative processing. In addition, an amount will be charged per exchanged euro pallet. Claims on euro pallets must be submitted in writing to Versteijnen Logistics within 3 months after the transport. After the aforementioned period, the right to return of euro pallets expires.

CONSIGMENTS CASH ON DELIVERY

It is not possible to deliver goods cash on delivery.

SIGNED CONSIGNMENT NOTES / Proof of Delivery Slips (PODs)

Signed consignment notes or packing slips are scanned and stored digitally by Versteijnen Logistics. Due to high administrative costs, these documents are not typically enclosed with the invoices. If a client wants to receive a cmr / packing slip then a fixed rate per signed document applies. In the event of transport damage, the signed consignment note is returned at no charge.

REGISTRATION OF CONSIGNMENTS

Consignments may be registered by Versteijnen Logistics' employees at the loading and/or unloading address. Costs may be charged for these services.

OTHER

It must always be possible to tranship goods. If this is not the case, this must be clearly stated on the transport order. Transport rates do not apply to shipments that can not be transhipped. In the event photographs need to be taken at the loading and/or unloading address, an administrative surcharge will be levied accordingly. If pallets are kept at the transhipment location of Versteijnen Logistics for more than three days, storage costs will be charged accordingly.

The above General Conditions are available in several languages on www.versteijnen.com

- [LSV-2014-Engels](#)
- [AVC-2002-versie-2015-ENG](#)