

1 Applicability:

- 1.1 To all services of Neele-Vat Logistics, group companies and affiliates (hereinafter individually and jointly also referred to as “Neele-Vat Logistics”) will apply:
 - (a) The Logistics Services Conditions (latest edition, including the arbitration clause), as deposited by Transport and Logistics Netherlands (TLN) and the Netherlands Association for Forwarding and Logistics (FENEX) with the Rotterdam District Court (hereinafter also referred to as the “LSC”), as well as
 - (b) In addition to the LSC: these general terms and conditions (hereinafter referred to as the “Neele-Vat General Terms and Conditions”).
- 1.2 The LSC and the Neele-Vat General Terms & Conditions can be consulted at and downloaded from our website www.neelevat.com and a hard copy will be supplied upon first request free of charge. In case of any contradiction between the Neele-Vat General Terms and Conditions and the LSC the LSC will prevail.
- 1.3 All Neele-Vat group companies and affiliates accepted the benefits of the LSC and the Neele-Vat General Terms and Conditions by way of a stipulation in their favour (“*derdenbeding*”).
- 1.4 Any Neele-Vat Logistics entity has the right to sub-contract the services wholly or partly to an affiliated Neele-Vat Logistics entity. In such a case, the activities of the affiliated Neele-Vat Logistics entity are carried out on behalf of the original Neele-Vat Logistics entity that concluded the contract. The affiliated Neele-Vat Logistics entity will be entitled to rely on the LSC and the Neele-Vat General Terms and Conditions. The original Neele-Vat Logistics entity will remain the party to the contract, even if the other Neele-Vat Logistics entity issues invoices for the work concerned. In such a case, the original Neele-Vat Logistics entity will be joint creditor of these invoices for the full amount, together with the Neele-Vat Logistics entity issuing the invoice, independent which Neele-Vat Logistics entity has the goods in custody.
- 1.5 Once a contract has been concluded under applicability of the Neele-Vat General Terms and Conditions, the Neele-Vat General Terms and Conditions also apply to future offers and confirmations of orders to be issued by Neele-Vat Logistics and to future agreements with Neele-Vat Logistics. The Neele-Vat General Terms and Conditions are then considered to be known and accepted between parties.
- 1.6 If Neele-Vat Logistics at its discretion does not invoke the provisions of the Neele-Vat General Terms and Conditions, this does not mean that Neele-Vat Logistics by doing so has waived its right to invoke the provisions of the Neele-Vat General Terms and Conditions in other cases.
- 1.7 The applicability of any general (purchase) terms and conditions of the principal or a party who joins the agreement concluded between Neele-Vat Logistics and the principal is expressly rejected, even if they are referred to in the order issued to Neele-Vat Logistics.
- 1.8 By awarding an agreement and/or order to Neele-Vat Logistics the customer accepts the Neele-Vat General Terms and Conditions to apply.
- 1.9 In case it concerns an contract for road transport, Neele-Vat Logistics acts for the entire route as a carrier. In case it is a contract for ocean-, air- or rail transport, Neele-Vat Logistics acts for the entire route as a freight forwarder, even if the carriage is (factually) partly carried out by road. In the latter case the Dutch Forwarding Conditions will apply, as stipulated in Clause. 2, paragraph 4 of the LSC.

2 General Terms and Conditions

- 2.1 The quotations are based on current exchange rates, charges and employment conditions and are not including V.A.T., if applicable.
- 2.2 Rounding off for weights or m³: up to 1,000 kg to 10 kg up, above 1,000 kg to 100 kg up, m³ rounding up to one digit after the decimal point.
- 2.3 Conversion factors, if applicable:
European Distribution: 1 m³ = 330 kg, 1 loading meter = 1,750 kg, 1 europallet (80 x 120 cm) = 700 kg, 1 blockpallet (100x120 cm) = 875 kg (if not stackable and if nothing can / may be loaded on top);
There are other ratios applicable for Ocean and Air Freight: Ocean Freight: 1 m³ = 1000 kg / Air Freight: 1 m³ = 167 kg.
Packages with a length of more than 3 meter a length surcharge may be applicable.
- 2.4 Goods have to be duly packed. Transport of unpacked or insufficiently packed goods are carried out at the sole risk of the customer.

- 2.5 The loading and/or discharge address must be accessible for an international truck (13,6 m trailer). For consignments of more than 1000 kg, a tail lift surcharge may be applicable.
- 2.6 Fuel surcharge: any transport may be subject to a fuel surcharge. If so, this will be agreed with the customer separately.
- 2.7 During (public) holiday periods the departure and/or arrival dates may change / vary.

3 Payment Terms:

- 3.1 Payment of invoices within 2 weeks after issuing, unless agreed otherwise in writing. Due to the fact that duties and V.A.T. have to be disbursed Neele-Vat Logistics upholds the right for a shorter payment term. This will be agreed separately.
- 3.2 Advance provision: 2% on duties, V.A.T. and ocean & air freight unless agreed otherwise in writing.
- 3.3 Cash on delivery: cash on delivery consignments can only be delivered against payment in cash and/or bank guaranteed cheques and /or presentation of an irrevocable bankers proof of payment.
- 3.4 Cash on delivery commission: 1 % of the invoice sum, with a minimum of € 12.00 per consignment and a maximum of € 50.00 per consignment. This does not include costs resulting from refusal of the delivery.
- 3.5 Reclamations can only be accepted for consideration if made within 8 days of receipt of the invoice.

4 Other conditions:

- 4.1 Hazardous materials: the shipper and/or consignor and/or supplier of hazardous materials is always responsible for correct labeling, packing, transport documents, shipper declaration, MSDS and the hazard classification card; these provisions must always be in the prescribed language(s). The transport costs are generally subject to a hazard surcharge, depending on the designated route / destination.
- 4.2 Insurance: all rates are always quoted excluding transport insurance. Neele-Vat Logistics will only arrange transport insurance upon request thereto in writing. An administration fee will be charged next to the insurance premium. Insurance policy costs as per outlay.
- 4.3 Special instructions / requirements: any special instruction regarding delivery date / time and/or customs clearance etc. must be communicated in writing. A surcharge may be applicable. An official proof of delivery can be issued upon request. Charges per P.O.D. € 15.00. Not being able to issue an official proof of delivery, is not a legitimate reason for not paying the freight charges.
- 4.4 Issuing customs documents / clearance: the principal / customer remains responsible for the clearance / discharge of customs documents, respectively for the proper information regarding the contents or the products and the applicable tariff-code / H.S. code, at all times, notwithstanding any sales conditions. If a non-discharge/ non-clearance notification from the competent authorities is received, respectively that the contents or the product are not corresponding with the tariff-code and /or H.S. code, Neele-Vat Logistics is forced to take action. A lump sum administration fee of € 75.00 per case will be applied and chargeable to principal and/or customer. This is excluding any duties, fines and hours spent.
- 4.5 Europallet (EUR) exchanges: If europallets have to be exchanged, the principal/customer must provide a written instruction thereto. Any exchange has to be agreed with the planner for the country concerned. A surcharge may be applicable.
- 4.6 Customs-scan / physical check / CNI ("Controle Na Invoer"): all costs concerning a customs-scan / physical check and/or CNI will be charged accordingly.
- 4.7 Waiting hours and or/ waiting time at a container terminal: waiting hours for FTL / FCL: 2 hours free for loading, 2 hours free for unloading.
Groupage: pro-rata. Waiting time at a container terminal 1 hour free. After expiry € 50,00 per hour or part thereof will be charged, with a maximum of 10 hours per day.
- 4.8 Dead freight: for cancelled shipments 75% of the freight costs may be charged.
- 4.9 Gas control: gas control of containers will be performed according to the Dutch rules & regulations of the "Arbo"-inspection (Dutch Safety & Health Act Inspection) and will be for the risk and account of the principal.