

## Article 1: Applicability

**1.1** These general terms and conditions (hereafter to be known as the 'General Terms and Conditions') are valid for Gebr. Verhoek Holding B.V. and its subsidiaries: Verhoek Europe B.V. (NL), Verhoek Int. Transport B.V. (NL), Verhoek Nederland B.V. (NL), Verhoek Europe N.V. (BE), Verhoek Deutschland GmbH (DE), Roost Taeptransport A/S Padborg (DK), Verhoek Europe LTD (UK), Verhoek Europe XL GmbH as well as all its associated companies, including all future subsidiaries, to be known hereafter in these General Terms and Conditions jointly as "Verhoek Europe".

**1.2** Unless otherwise agreed explicitly and in writing, these General Terms and Conditions are applicable to all proposals and consignment confirmations as well as to all agreements with Verhoek Europe and in addition to all work carried out by any subsidiary of and/or company associated with Verhoek Europe and/or by a third party.

**1.3** Once a contract has been entered into under these General Terms and Conditions, the General Terms and Conditions will be applied to any future proposals and consignment confirmations made by Verhoek Europe, as well as any future agreements entered into with Verhoek Europe. The General Terms and Conditions will then be assumed to be both known and accepted by both parties.

**1.4** Should Verhoek Europe not, for whatsoever reason, make use of the articles/clauses in these General Terms and Conditions in any specific situation, this shall not be taken to mean that Verhoek Europe no longer wishes to exercise her rights to make use of these General Terms and Conditions in other situations.

**1.5** By giving an assignment to Verhoek Europe, the customer agrees that these General Terms and Conditions shall be applied.

## Article 2: Sector Terms and Conditions Applied

**2.1** In addition to these General Terms and Conditions, the most recent versions of the following general sector terms and conditions will be applied:

- a) National transport Netherlands General carriage conditions: Algemene Vervoerscondities (AVC 2002), published by the SVa/Stichting Vervoeradres and registered at the county courts in Amsterdam and Rotterdam.
- b) National transport Germany: Allgemeine Deutsche Speditorsbedingungen Version 2017 (ADSp).
- c) International transport: CMR treaty, with the addition of the AVC 2002.
- d) Other logistics activities: Logistic Services Conditions (LSV) 2014: Logistieke Service Voorwaarden, including arbitration clause, as registered with the county court of Rotterdam op April 2nd 2014 as number 28/2014. For forwarding activities (carrying) and customs and fiscal services, the Dutch Forwarding Conditions: Nederlandse Expeditievoorwaarden, will be applied on the grounds of article 2, clause 4 and 5 of the LSV.

**2.2** Insofar as any clause in the aforementioned general sector terms and conditions can be said to contradict a condition in these General Terms and Conditions, the term in these General Terms and Conditions will be applied, except where the condition in the sector terms and conditions apply to the liability of Verhoek Europe, which then take precedence over the condition regarding liability in article 5 of these General Terms and Conditions.

**2.3** All conditions stated may be downloaded from our website [www.verhoek-europe.com](http://www.verhoek-europe.com) or may be sent to you at no charge, on request.

## Article 3: General Conditions

**3.1** Rates are based on the relevant exchange rates and working conditions at the time at which the agreement or the consignment confirmation are made by Verhoek Europe and exclude the costs of transport insurance and any sales tax (BTW) where applicable.

**3.2** Quotes are based on sending digital orders (EDI or website input) by the client. In case Verhoek Europe has to input the orders, Verhoek Europe preserves the right to charge a fee for this.

**3.3** Verhoek Europe retains the right to change its rates during the year, if during that year, changes occur in factors which influence the price heavily such as, but not limited to, government measures (such as toll charges).

**3.4** Goods should be packaged and labelled in an adequate manner, suitable for carriage according our standards. Where the information is not completely legible or clear, any additional costs which might occur as a result of this, will be invoiced. Any damage caused by insufficient packaging remains the liability of the customer according to the sector terms and conditions mentioned in article 2.1.

**3.5** Verhoek Europe reserves the right to charge an additional fee if the service performed differs from the offer / transport request. In case an order differs from the original order, Verhoek Europe is entitled to charge at least the cost of the original order.

**3.6** Upon cancellation of the order within 24 hours before collection, 70 % of the transport costs will be charged.

**3.7** Where a delivery is refused or where a collection cannot be completed, the complete carriage costs will be invoiced.

**3.8** Departure and arrival times are estimates unless otherwise agreed in writing.

**3.9** If a consignment is unable to be delivered at the time booked, through an Act of God, such as, but not limited to, bad weather, accidents, ferry related incidents, tunnel related incidents or road blockages, the next possible delivery moment will automatically apply.

**3.10** Verhoek Europe assumes a working week from Monday to Friday with normal opening hours (offices 08:00 to 17:00 and shops from 08:30 to 18:00) when planning its distribution activities.

**3.11** Verhoek Europe retains the right to adjust departure and arrival times during holidays and bank holidays and during diversions unless otherwise agreed in writing.

**3.12** Timed deliveries can only be accepted after advice from our Customer Service department when there is a mutual confirmation. Verhoek Europe preserves the right to deviate 60 minutes from the agreed moment of delivery.

**3.13** Groupage consignments will be unloaded on ground level behind the first accessible door.

**3.14** The customer is responsible for exchanging any load bearers (pallets, roll containers, carts etc.) at the consignee's premises. If the consignee is unable to exchange the load bearers, the responsibility of Verhoek Europe to return them to the customer lapses.

**3.15** Where any extra equipment is required in order to unload goods or where loading and unloading addresses are only accessible by a vehicle of 8 metres in length or less, the "Customer Service" department should be informed in advance. This may lead to additional costs being charged to the customer.

**3.16** Verhoek Europe applies a depreciation percentage of 10% for waste of euro pallets for countries where

euro pallet swap exchange is applicable. This means that 10% of the received pallets will not be returned to the client.

**3.17** Loading and unloading time for a fully loaded vehicle (FTL) is maximum 2 hours. After that, extra costs will be invoiced in accordance with the current hourly rate. The unloading time for groupage is maximum 20 minutes. After this, extra costs will be invoiced in accordance with the currently hourly rate per extra quarter of an hour.

**3.18** If goods, for whatsoever reason, are stored at Verhoek Europe for longer than 5 days, Verhoek Europe is entitled to charge storage costs.

## Article 4: Carrying out the Assignment

**4.1** Verhoek Europe is entitled to make use of alternatives and/or to make use of subcontractors if this contributes to correct and timely execution of assignments placed under its charge. The customer should give every assistance to Verhoek Europe so that Verhoek Europe can carry out the assignment to the customer in the correct fashion. If the customer does not provide the necessary assistance or if he makes it difficult or impossible for Verhoek Europe to carry out its responsibilities to the customer, then Verhoek Europe will not be held responsible for any damages, whatsoever their nature or howsoever they occurred.

**4.2** Verhoek Europe is entitled to invoice the customer for costs not foreseen in the agreement if these costs are necessary for the correct and timely completion of assignments under its charge.

## Article 5: Liability

**5.1** Verhoek Europe's liability for the activities covered by the sector terms and conditions, as mentioned in article 2.1 of these General Terms and Conditions, will be governed by those sector terms and conditions. In other cases, Verhoek Europe shall only be held liable for damages, which can be proved by law to be the result of Verhoek Europe's negligence in performing its responsibilities towards the customer.

**5.2** Verhoek Europe shall in no case be held liable for damage as a result of not or an untimely carrying out of its responsibilities as a result of an Act of God. An Act of God includes, but is not limited to: war/rebellion/sabotage, government measures (national or international), general or partial stoppage of labour (in the broadest sense), stealing/breakage/fire, failed facilities (such as water and electricity), natural events, tunnel blockages and ferries not sailing, whatsoever the cause of these events and wheresoever they have taken place.

**5.3** If any damage or financial damage occurs to the customer's or contractual party's property, other than damage to or loss of the goods themselves, during or as a result of loading or unloading the goods and/or entering the customer's or contractual party's property, Verhoek Europe shall not be liable for this damage, except for cases in which this occurred on purpose or as a result of deliberate recklessness on the part of the directors or management of Verhoek Europe.

**5.4** Verhoek Europe's liability is, apart from situations where damage was on purpose or as a result of deliberate recklessness on the part of the directors or management of Verhoek Europe, limited in all cases and at all times, to maximum €1,000,000 per event or series of events with the same cause.

**5.5** The customer remains responsible for the duties, tolls and fines which have to be paid in the country of origin or country of destination.

**5.6** The customer is liable for the consequences and costs which result from sending no, incorrect or incomplete order information. In cases where the customer makes changes to the electronic order information, Verhoek Europe is permitted to invoice the customer any extra resulting costs.

**5.7** 5.7 The sector terms and conditions referred to in Article 2.1 stipulate that Verhoek Europe has limited liability. The compensation is proportional to the freight rates and therefore a maximum reimbursement has been set. Verhoek Europe therefore advises its clients on the basis of the value of goods to assess whether an additional transport insurance is desirable. This applies to all transport, storage and logistics activities.

**5.8** If a customer can prove that damage has occurred to products or as a result of delays, Verhoek Europe's liability is limited to paying maximum the amount listed in the relevant sector terms and conditions, as listed in article 2.1. The relevant regulations and (application) dates need to be heeded in such situations, as stated in the conditions mentioned.

**5.9** Verhoek Europe can never be held liable for consequential damage, such as, but not limited to, loss of income, interruption to business, loss of market, Goodwill and conventional punishments.

**5.10** Verhoek Europe can not be held liable for missing items or damaged goods if the driver can not / may not be present during loading / unloading.

**5.11** Verhoek Europe can not be held liable for damages resulting from additional activities / non-obligations which are not part of the transport agreement.

**5.12** Verhoek Europe does not transport or store dangerous substances (ADR-goods) nor can it be held accountable in case the client, without knowledge of Verhoek Europe, has passed on ADR-goods to Verhoek Europe.

## Article 6: Indemnity and the so called Himalaya clause

**6.1** The customer and contractual parties shall indemnify Verhoek Europe against any demands from third parties involving damage occurring during work carried out by Verhoek Europe, except for situations which have been caused by an action or lack of action by the directors or management of Verhoek Europe, whether with the aim of causing damage, or through recklessness or with the knowledge that it was reasonable to expect that damage could occur. Damage also includes damage caused by death or injury as well as every form of financial damage.

**6.2** If Verhoek Europe employees or persons or companies which Verhoek Europe employs in order to carry out a particular agreement are held liable, these persons can claim a limitation to or exemption from liability, in which case Verhoek Europe can claim as a result of the General Terms and Conditions (including the sector terms and conditions as named in article 2.1) or any other legal or contractual statement.

## Article 7: Payment and Proof of Delivery

**7.1** The invoice which Verhoek Europe sends shall be paid by the customer within 30 days of the invoice date. Verhoek Europe does not accept any longer (one-sided) payment term from the customer, unless this has been explicitly confirmed by Verhoek Europe in writing.

**7.2** Verhoek Europe sends digital invoices in PDF format.

**7.3** A claim made against the invoice shall only be investigated if this has been made known within 10 days after the invoice date. After this term, Verhoek Europe's invoice shall be considered to have been accepted.

Investigating a claim has no effect whatsoever on the payment terms.

**7.4** A proof of delivery or waybill can be downloaded from the track & trace system on the website [www.verhoek-europe.com](http://www.verhoek-europe.com). Requesting a physical document will be invoiced according to the proposal or according to the current rates. Not being able to provide a proof of delivery or waybill, shall in no way permit the customer to delay payment.

**7.5** The customer is not permitted to settle any invoice by any demand which he considers he has on Verhoek Europe. The customer shall also not be permitted to delay payment of an invoice.

**7.6** If the customer fails to pay his invoice to Verhoek Europe within the stated payment term in clause 1, the customer shall be considered as being in default without any previous notice of default being required.

**7.7** Where an unstamped consignment (Incoterm: Af fabriek, Ab Werk, Ex Works) has been agreed, the consignee is obliged to pay for the delivery and any extra costs relating to the delivery at the moment of receipt of the goods. Failure to pay by the consignee jointly obliges the customer to pay on his behalf.

**7.8** Where the customer has failed to make payment, according to clause 6 and 7, he is obliged to pay the legal interest rate on top of the complete payment on the grounds of article 6:119a jo 6:120 lid 2 BW. In addition, the customer is obliged to completely pay any legal or administration costs which are made in order to ensure that the customer keeps to his agreed payment(s).

## Article 8: Right of Lien and Right of Pledge

**8.1** Verhoek Europe shall have a right of lien and right of pledge on all objects, documents and moneys (the security), which it carries, stores or otherwise deals with, whatsoever the destination of the aforesaid items and whosoever desires proof, for all claims which Verhoek Europe has towards the customer or contractual party.

**8.2** Verhoek Europe may also exercise the relevant rights in article 1 for whatsoever a customer or contractual party owes them from any previous agreements.

**8.3** As long as the goods have not been delivered to their destination by Verhoek Europe, Verhoek Europe has the right to make a claim against the sender/customer, which is secured by the freight and all claims which it has on the sender/customer or will have. Verhoek Europe also has the right to delay departure of the vehicle or postpone transport which has already commenced as long as the sender/customer has failed to meet its demands to supply security.

**8.4** Verhoek Europe shall never be held responsible for any damages whatsoever which may occur as a result of postponement or delay as described above.

**8.5** If a customer fails to meet its demands, then Verhoek Europe is entitled to sell the security privately according to the provisions of the law.

## Article 9: Notice and Cancellation

**9.1** Proposals are not binding and have a validity of 30 days unless otherwise agreed.

**9.2** Verhoek Europe retains the right to withdraw a proposal and or a price agreement.

**9.3** Contracts can be cancelled with a 6 month notice before the expiration date of the contract, unless otherwise agreed. Cancellations should be made in writing. Without a cancellation notice (on time) a contract will be considered to be automatically renewable for 1(one) year.

**9.4** Where the customer or contractual party is negligent in meeting any demands made on him by Verhoek Europe or in the case of bankruptcy, moratorium or liquidation, Verhoek Europe has the right to cancel the contract in part or in its entirety, as it chooses, without any notice or judicial intervention, while in no way diminishing its claim to damages.

## Article 10: Applicable Law and Authorized Judge

**10.1** All legal documents exchanged between Verhoek Europe and its customers and/or contractual parties fall under Dutch law. Any disputes shall only be settled by the authorized court in Rotterdam, unless the law determines otherwise.

## Article 11: Language

**11.1** These General Terms and Conditions have been drawn up in Dutch, German and English. Should there be any difference in content or meaning, the Dutch text shall prevail.