

## General Terms and Conditions

### 1. Applicable Conditions

The Dutch Forwarding Conditions of Fenex, deposited by Fenex at the Registry of the District Court of Rotterdam – Amsterdam – Breda – Arnhem, latest version, apply to all our activities. The conditions will be sent by us upon request or can be viewed on the site [www.fenex.nl](http://www.fenex.nl).

### 2. Delivery Conditions

The delivery conditions are based on the currently applicable Incoterms.

### 3. Registration Procedure

Orders must be registered in writing or electronically (via the web portal) no later than one day before the departure date and before 4:30 PM. In the case of verbal or telephone registration, R. Boers Consultancy cannot be held responsible for errors and/or mistakes.

Delivery times cannot be guaranteed for transport to non-EU countries, due to documentation requirements and/or their processing.

Incorrect freight and/or cancellations: in the event of cancellation, we may charge 100% of the freight rate.

The goods description must be stated correctly and completely during booking.

When booking customs, excise, and/or military goods, clear instructions must be stated. It must also be clear which documents are provided with the goods. The customer must also provide the physical documents to the driver.

Once an order has been placed, it is automatically agreed that the client has accepted the quotation and the conditions mentioned above.

### 4. Loading and Unloading Times

Unless otherwise agreed, we assume that loading and unloading addresses are open on working days from 8:00 AM to 5:00 PM and accessible by an international trailer.

Our offers do not take into account any time deliveries, fixed time loading, or exact day unloading.

Loading and unloading times of effective and/or volume weight:

< 3,000 kg: max. 15 min. per address

< 20,000 kg: max. 30 min. per address

20,000 kg: max. 60 min. per address

< 3 loading meters: max. 15 min. per address

< 7 loading meters: max. 30 min. per address

7 loading meters: max. 60 min. per address

If this time is exceeded, we will charge an additional €75 per hour (rounded to half hours). In the event of exceeding the maximum waiting time (including loading time), we reserve the right to refuse the shipment and subsequently charge you 100% of the resulting incorrect freight.

Orders are accepted based on normal transport conditions. R. Boers Consultancy cannot be held liable for delays caused by force majeure (e.g., strikes, weather conditions, etc.).



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## 5. Paperless Shipping

R. Boers Consultancy handles shipments within the EU in accordance with paperless distribution. If the customer wishes to send paper documents (packing slip, etc.), these must be affixed to the shipment by the customer in a clearly visible place using adhesive pockets.

## 6. Packaging and Marking

Offered goods must be well packaged and provided with clear information per package regarding product, complete address of recipient and sender. Pallets must be shrink-wrapped. The client remains liable for any damage due to inadequate packaging.

## 7. Euro Pallets

Euro pallets can only be exchanged in the following countries: Germany and the Benelux countries.

In principle, this is only possible if agreed in writing in advance. R. Boers Consultancy will charge the client a percentage of 25% of the number of euro pallets for loss and failure.

The exchange takes place primarily at the time of collection of the goods. The responsibility for the quality of the delivered euro pallets lies entirely with the client. If the recipient does not wish to exchange the pallets based on quality, the costs thereof will be charged to the client at the prevailing market price at that time.

If the client decides to send the goods on euro pallets to countries where R. Boers Consultancy does not exchange these load carriers, the client must realize that the resulting costs cannot be recovered from R. Boers Consultancy. With regard to the delivery of exchange packaging to the recipient of the goods, it applies that the offered exchange packaging is only exchanged at the time of delivery. It is explicitly stated that this is the only time at which the offered euro pallets are exchanged. If, at the aforementioned time, for whatever reason, it is not possible to exchange the aforementioned load carriers for the desired quality, the obligation for R. Boers Consultancy towards its client to exchange euro pallets lapses. In that case, R. Boers Consultancy is not financially liable for any loss. If necessary and/or desired, R. Boers Consultancy will have the euro pallets delivered at an earlier time collected against payment of the freight costs.

The client must keep track of the packaging registration themselves.

## 8. File/Documentation/Customs Clearance/Export Clearance Costs

In the case of import or export documents for Switzerland, the following documents are required:

- Original invoice with company stamp + signature;
- EUR.1, pre-stamped by the Chamber of Commerce;
- EX A for export (customs document). Possibly to be drawn up by a partner of R. Boers Consultancy.
- Import registration €65
- Export registration €65
- Statistics costs: more than one item €17.50 per item.

The costs for drawing up the documents; FCR, FCT, ATR, and FBL are €65 per document.

The client indemnifies R. Boers Consultancy against all damage and costs, under whatever name, arising from the inaccuracy of the data provided by the client, as well as for all (tax) assessments from (Customs) authorities for whatever reason.



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## 9. ADR/IMDG Goods

Dangerous goods may only be offered to the carrier if they may be transported in accordance with ADR/IMDG guidelines. The shipper is responsible for providing R. Boers Consultancy with all necessary information regarding dangerous goods, such as correct labeling, approved packaging, the transport document, if required the Material Safety Data Sheet and, if applicable, the Multi Modal Dangerous Goods Form. If the Material Safety Data Sheet is not available, the sender is obliged to inform R. Boers Consultancy about the UN number, official transport name, packaging group, packaging type and, if required, the correct technical name. Dutch legislation prescribes that this information is also required for Limited Quantities.

The surcharge for the transport of ADR/IMDG-related goods depends on the country of destination and ADR class and will be provided upon request. This surcharge will also be used for Limited Quantities. The client is at all times responsible for providing and the correct documentation, packaging, labeling, etc. Fines resulting from incorrect packaging or documentation are always at the expense of the client. This responsibility does not lapse even if R. Boers Consultancy has to draw up a consignment note itself if the sender does not provide anything. Not all dangerous goods may be transported by R. Boers Consultancy. A document with an overview of the exclusions is available upon request.

## 10. Tariff Calculation

Agreed rates are in Euro currency (€), including German Maut, Austrian toll and Swiss LSVA, but excluding diesel oil surcharge, VAT/VAT and the fulfillment of any customs formalities, other conceivable surcharges unless otherwise agreed in writing.

The rates are based on a kg, pallet, or loading meter scale.

For the annual updating of the rates, we use the calculations of NEA Transport Research and Training.

1 m<sup>3</sup> = 333 kg

1 loading meter = 1,600 kg

1 euro pallet = 120 x 80 x < 200 cm = 400 kg = 0.4 loading meter

1 Block pallet = 120 x 100 x < 200 cm = 700 kg = 0.5 loading meter

Rates for trailers are standard based on transport by international tarpaulin trailer/tautliner 13.60 x 2.40 x 2.40 meters. (L x W x H) A maximum of 24 tons gross is loaded per trailer.

It is the responsibility of the client to load the volume in such a way that it corresponds to the specified space.

The maximum weight per individual package may be 30 kilograms.

If the weight for an indivisible package is heavier than 30 kg, it will be charged based on a pallet rate.

Goods with excessive dimensions such as length goods are charged at a separate rate.



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## 11. Payment and Other Conditions

- Costs will be charged to the party eligible according to the delivery conditions.
- The client is responsible for providing all relevant information, such as delivery address, volume, (Customs) instructions, and requirements. If the sender or consignee fails to comply, all costs will be charged to the client.
- The client remains jointly and severally liable for the settlement of invoices from R. Boers Consultancy at all times.
- Our quotations are based on current exchange rates, tariffs, labor conditions, and fuel prices.
- The client of the transport remains liable for all government levies to be paid in the country of import.
- Payment of our invoices must be made within 14 days.
- In the event of exceeding the term, a surcharge of 3% (= credit restriction) with a minimum of €2.50 per shipment applies.
- If the client fails to pay the amounts due within the agreed term and settlement proves impossible, the client will owe statutory commercial interest on the outstanding amount without any notice of default being required.
- If the client remains negligent in settling the claim, the client will be obliged, in addition to the total amount then due, to fully compensate the extrajudicial and judicial costs, including all costs calculated by external experts.
- Invoicing takes place every 14 days. Ex works shipments are only accepted under payment guarantee from the client.
- Complaints must be made by e-mail ([invoice@boersconsul.eu](mailto:invoice@boersconsul.eu)) and must be made within seven days of sending the invoice.
- Costs for any collection in the event of exceeding the payment term are always entirely at the expense of the freight payer.
- If the freight payer does not have a VAT code number, R. Boers Consultancy can demand immediate payment.
- Our rates are not valid for the islands (or Zeelandic Flanders, city centers, and all other difficult-to-reach areas), for which an additional surcharge may be charged.
- Our transit times are not guaranteed.
- During holiday periods, the transit time of your shipments may deviate from our regular transit times.
- If weights deviate from the calculation models as mentioned in article 10, the conversion to the highest paying weight is always applied.
- Cancellations on the day of loading will be charged 100% as failed freight.
- If a shipment cannot be delivered on the first delivery attempt, the second delivery will also be charged, unless otherwise agreed in writing.
- R. Boers Consultancy explicitly states that cash on delivery is only possible with good consultation.
- The inability to hand over a proof of delivery does not suspend the payment obligation of the invoices of R. Boers Consultancy.
- A surcharge applies to the transport of HACCP shipments and/or conditioned transport. Contact R. Boers Consultancy for possibilities and rates.



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## 12. Validity Period

Quotations are valid from the date of issue to and including the end date stated on the rate sheet. Up to 2 days after the ad-hoc quotation date, our quotation can be used and, unless otherwise stated, quotations have a validity period until the end of each calendar year and are subject to annual price adjustments based on the NEA price index.

## 13. Interim Tariff Adjustment

R. Boers Consultancy reserves the right to adjust its tariffs in the interim in the event of an unexpected increase in cost-determining factors, such as an increase in the diesel price and MAUT (road tax/toll by the German/Austrian/Czech/Slovak/Polish government). Monthly on the first working day of the month, the influencing cost-determining factors will be checked. With regard to the diesel surcharge, the TLN advisory diesel price will be used (source: [http://www.tln.nl/advies\\_rit\\_diesel.html?id=332](http://www.tln.nl/advies_rit_diesel.html?id=332)), with the average of the previous month serving as a benchmark. The amount of the percentage and the duration of the surcharge will then be determined.

## 14. Claim

Any claim (claim for damages) must be submitted in writing by the sender to R. Boers Consultancy within 24 hours of the day of delivery of the shipment, or the day the shipment should have been delivered, so that R. Boers Consultancy can assist the client in submitting the claim against the carrier. Notwithstanding the foregoing, a claim for loss or damage will not be processed as long as all transport costs have not been paid. The amount may not be deducted from transport or other costs owed to R. Boers Consultancy.

## 15. Restrictions

R. Boers Consultancy reserves the right to discontinue the transport of a shipment at any time determined by it after acceptance if such shipment could cause damage or delay to other shipments, equipment, or personnel, or if the services or parts thereof are prohibited by law or regulation. This includes, but is not limited to, US law, EU law, or national regulations. And including, but not limited to, laws and regulations regarding the fight against terrorism and embargoes. R. Boers Consultancy has the right, at its own discretion, to cancel the services in whole or in part at any time, without prior notice and without this giving rise to any liability on its part towards the customer. Any costs that may arise as a result of this will be passed on by R. Boers Consultancy to the client.

## 16. Mandatory Law

All agreements between R. Boers Consultancy and the client are governed by Dutch law. If a provision of these terms and conditions, a provision referred to, or a provision of Dutch law conflicts with a provision as contained in the treaty or in other treaties, applicable laws, government regulations, orders, or requirements that cannot be deviated from by agreement between the parties, this provision is void. The nullity of the relevant provision will not affect the validity of the other provisions.



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