

A. GENERAL PROVISIONS

These general terms and conditions consist of this General Provisions module and the following separate specific modules:

- B. Contracts of carriage by road;
- C. Forwarding contracts & customs formalities
- D. Storage.

The specific modules apply in addition to Articles 1 to 3 of these terms and conditions. If and to the extent that the specific modules deviate from Articles 1 to 3, the specific modules take precedence.

These general terms and conditions have been drawn up in Dutch and in English. In the event of a dispute about the content or purport of these general terms and conditions, the Dutch text is binding.

Article 1 - GENERAL

1. These general terms and conditions apply to all offers, concluded agreements and activities in which E. van Wijk Logistics B.V., hereinafter referred to as "Van Wijk", undertakes to transport or arrange for the transport of items, distribute items, store and possibly process items or perform any other type of service, unless expressly agreed otherwise in writing in advance.
2. In these terms and conditions, "client" refers to: any (legal) person who has concluded or wishes to conclude an agreement with Van Wijk.
3. The applicability of any of the client's purchasing or other conditions is specifically excluded.
4. Van Wijk has the right to have the contracted services and related activities performed in whole or in part by third parties, and this will not preclude Van Wijk from invoking these terms and conditions.
5. If the performance of the services requires approval or permission from third parties or a permit from the authorities, the client is responsible for obtaining the required permit and/or permission in time. This does not apply to permits Van Wijk is required to have to operate its business.
6. The cargo loaded by (or on behalf of) the client will not exceed the maximum legally permitted cargo weight for the vehicle in question at any time. The client indemnifies Van Wijk against the consequences of and/or damage due to overloading, if this situation was caused by or as a result of the client's actions.
7. Insofar as the activities in these terms and conditions are not explicitly described (where activities related to carriage, forwarding and storage are explicitly described in modules B and C and the specific general terms and conditions referred to in those modules apply with the accompanying limitations of liability), Van Wijk is liable only for direct damage that is the result of intent or deliberate recklessness, proven by the client, on the part of Van Wijk and/or its managing employees who are part of senior or middle management. In that case, Van Wijk's liability per event, where a related series of events is considered one event, is limited to the amount paid out by Van Wijk's business liability insurer. If the insurer does not pay out for whatever reason, Van Wijk's liability per event, where a related series of events is considered one event, is limited to the net price of that part of the activities to which the liability applies, with an absolute maximum of € 50,000.-. If the duration of the agreement exceeds one (1) year, the net price cannot be more than the net price that has been agreed for one (1) year.
8. Van Wijk shall not be liable for:
 - any indirect damage whatsoever, including consequential damage and/or
 - non-material damage

suffered by the client or a third party as a result of a breach of the agreement on the part of Van Wijk or a party for which it is legally liable.

Article 2 – PRICES, OFFERS AND PAYMENTS

1. All offers submitted by Van Wijk are without obligation.
2. Van Wijk's prices are based on the assumption that the locations are easily accessible and open for road traffic. If it is found during the performance of the services that the location is not easily accessible, Van Wijk has the right to add the resulting additional costs to the price.
3. Prices and rates are in euros, not including disposal fees, tolls, levies and duties if any, VAT, clearance charges and, for carriage, a diesel oil surcharge as specified in Article 4 Section 7.
4. Without prejudice to the provisions in Section 3 of this article, Van Wijk has the right at all times to change its prices, with the understanding that prices that have already been agreed on can be changed only if the factors that determine the cost price, and have been the basis for the prices since the conclusion of the agreement, change prior to the start of the work.
5. The payment term is 30 days after the invoice date. Any reliance on set-off of claims for payment of carriage, of other payments due on another basis under an agreement or other costs attached to the items based on other claims is excluded.

Article 3 – RIGHT OF RETENTION, LIMITATION PERIOD/TIME BAR, APPLICABLE LAW AND JURISDICTION

1. Van Wijk has the right to refuse to surrender funds, items and/or documents that are in Van Wijk's possession in the context of the agreement and/or the activities to anyone who is entitled to the delivery thereof. Van Wijk has the right to exercise the abovementioned right of retention with regard to payments that are or will be due to Van Wijk on the basis of the agreement concluded with Van Wijk and/or the services it has performed. All funds, items and/or documents that are or will be in Van Wijk's possession are deemed to be subject to a right of pledge as defined in Article 3:236 BW (Dutch Civil Code) as security for the payments the client owes/will owe to Van Wijk. Van Wijk has the right to sell the pledged funds, items and/or documents in the manner prescribed by law, or privately if agreed by the parties.
2. To the extent that the applicable provisions or standard conditions do not provide for other limitation periods, time bars or lapse periods, any right (of claim) against Van Wijk is barred and lapses by the mere expiry of a period of twelve months after the inception of the claim.
3. All offers, concluded agreements and activities as defined in Article 1.1 are exclusively governed by Dutch law, unless this is set aside by mandatory provisions. Subject to article 5 sub 3 hereunder, any dispute resulting from or related to offers, concluded agreements and activities as defined in Article 1.1 is settled exclusively by the Zeeland-West-Brabant Court, location Breda.

B. CONTRACTS OF CARRIAGE BY ROAD

Article 4 – GENERAL CONDITIONS OF TRANSPORT, LOADING AND UNLOADING, PALLET EXCHANGE

1. The services performed by Van Wijk as carrier under a contract of carriage by road are subject to the provisions in Book 8 of the Civil Code (Dutch BW) and to the General Conditions of Transport 2002 (AVC 2002), the most recent version, published by Stichting Vervoeradres. These conditions can be downloaded from [https://www.evanwijk.nl/en/terms-](https://www.evanwijk.nl/en/terms-conditions/)

[conditions/](https://www.evanwijk.nl/en/terms-conditions/) and will be sent free of charge upon request. In case of cross-border transport, the AVC 2002 are supplemental to the CMR Convention.

2. To the extent that loading and unloading work is done by employees or auxiliary staff of Van Wijk or by a carrier engaged by Van Wijk, this work is done within the framework of "transport", which is subject in that case to the provisions of Book 8 BW and the AVC 2002. This does not prevent the application of Article 4 Section 1 Subsection e AVC 2002.
3. An activity constitutes "loading" when items are removed from the warehouse floor or shelves. Once loading has commenced, it is not finished until the items have been placed on the floor of the cargo hold of the vehicle.
4. An activity constitutes "unloading" when items are removed from the floor of the cargo hold of the vehicle. Once unloading has commenced, it is not finished until the items have been placed on the floor / shelves of the warehouse.
5. If pallet exchange is part of the agreement, the parties will agree on a surcharge to be applied under the following conditions:
 - a. The client must require the addressee to make pallets available that are similar in terms of quantity, quality and type, no later than at the end of the unloading period. Van Wijk is not liable for damage resulting from a failure on the part of the addressee.
 - b. If Van Wijk leaves its own pallets with the client when loading palletized items and does not receive similar pallets (as indicated above) in return from the addressee, the client is liable for compensation.
6. The prices and rates are for one (1) hour total of loading and unloading in case of a partial truck load and 2 hours in case of a full truck load, unless agreed otherwise.
7. The listed prices are subject to a diesel clause.
 - a. The average diesel price for the previous month is determined on the first business day of each new month: this is the actual diesel oil price.
 - b. This actual diesel oil price will be compared with the base price listed on your price list(s).
 - c. Using the agreed formula (ratio of diesel oil cost to total cost price), the difference between the actual diesel oil price and the base price is calculated in order to determine the current diesel oil surcharge that will be applied to the entire new month.
8. If Van Wijk, for whatever reason, has to store the items offered for transportation, the provisions of modules A and C apply. Article 22 AVC does not apply.

C. FORWARDING CONTRACTS AND CUSTOMS AGENCY

Article 5 – DUTCH FORWARDING CONDITIONS, CUSTOMS, TAX CLAIMS

1. In respect of all transports of goods by sea, inland waterways, air and/or by rail Van Wijk always acts in the capacity as freight forwarding agent as per article 8:60 Dutch Civil Code ("DCC").
2. Also in respect of transport by road Van Wijk may conclude a freight forwarding agreement with the client.
3. The freight forwarding contracts and customs agency contracts are subject to the Dutch Forwarding Conditions (the most recent version) including the arbitration clause taken up therein (article 23), filed with the registry of the District Courts of Amsterdam and Rotterdam. These conditions can be downloaded from [https://www.evanwijk.nl/en/terms-](https://www.evanwijk.nl/en/terms-conditions/)

conclude one or more contracts of carriage with third parties with regard to the items to be provided by the client.

4. When Van Wijk concludes agreements with third parties regarding non-road transport, Van Wijk is always deemed to act on behalf of the client.
5. Van Wijk will take care of the customs formalities in the capacity as agent for and at the risk and expense of the client. Van Wijk will be liable for costs and damages resulting from the incorrect handling of customs formalities only if the client can prove intent or gross negligence on the part of Van Wijk.
6. The client indemnifies Van Wijk at all times against claims imposed by the authorities with regard to customs duties, taxes, excise duties etc. on items for which Van Wijk handles the customs formalities on the instructions of the client, unless the client can prove intent or gross negligence on the part of Van Wijk.

D. STORAGE

Article 6 – LD CONDITIONS, ITEMS SUBJECT TO CUSTOMS CONTROL

1. Agreements of storage/deposit as defined in Articles 7:600 et seq. DCC and the (additional) activities described in Section 2 are subject to the Conditions for Logistics Services ("LD Conditions") published by Stichting Vervoeradres (most recent version). These LD Conditions can be downloaded from <https://www.evanwijk.nl/en/terms-conditions/> and will be sent at no charge upon request.
2. The activities referred to in Section 1 are entry, removal, stock management, assembly, order processing, order picking, preparation for shipment, invoicing, information exchange and information management with regard to items as well as loading and unloading inasmuch as required within the context of the aforementioned activities.
3. Items that are subject to customs and excise duty provisions are excluded from storage. If the client offers these items for safekeeping without mentioning the specific nature of the offered items, the client indemnifies Van Wijk against claims brought by third parties, including the authorities, with regard to customs duties, taxes, excise duties, etc. Furthermore, these items are deemed to be held at the risk and expense of the client.
4. If the safekeeping agreement ends, by whatever mechanism, the client is required to remove the items at its own expense within a reasonable period, but no later than 7 days. If the client does not take any action within this period, Van Wijk is authorized to (have someone) destroy the items at the client's expense after a written notice of default specifying a reasonable period for compliance. Van Wijk is not required in that case to pay (alternative) compensation.