

General Terms and Conditions SE Netherlands Logistics Holding BV - 2020

CHAPTER 1 – GENERAL PROVISIONS

ARTICLE 1 - GENERAL

1. These General Terms and Conditions are applicable to SE Netherlands Logistics Holding BV, and their subsidiaries, as well as all companies affiliated to them, jointly referred to in these General Terms and Conditions as 'KLG'. The General Terms and Conditions are applicable to offers and / or confirmations of orders issued by KLG as well as any agreements entered into with KLG by which KLG is obliged to transport or arrange transport, distribute products, store and possibly handle products, or perform any kind of other activity unless previously explicitly agreed otherwise in writing.
2. 'Client' means in these General Terms and Conditions; every (legal) person who concluded or wishes to conclude an agreement with KLG. KLG and Client together are referred to as 'parties'.
3. Any applicability of purchase or other General Terms and Conditions of Client is expressly rejected.
4. In case for the execution of activities approval or permission of any third parties or license / exemption of governing body is needed, the Client will arrange that he obtains the required license / exemption and / or permission on time, and provides, for as far as necessary, these licenses / exemptions / permissions on time towards KLG. Any costs as a consequence of lack of such licenses / documents will be charged to Client. This is not applicable for licenses and / or exemptions which KLG needs to possess in order to execute her business in general.
5. Once contracted under the applicability of the General Terms and Conditions, the General Terms and Conditions are also applicable to future offers and confirmations of orders to be issued by KLG and future agreements with KLG.
6. Changes to and deviations from these General Terms and Conditions are only valid if they have been agreed between Parties in writing. These changes and deviations then only apply to the sole specific case to which they relate.
7. In addition to these General Terms and Conditions, the latest versions of the following general sectoral terms and / or conditions apply, according to the performed activities:
 - a. In the event of domestic transport by road in the Netherlands: [the General Transport conditions 2002 \(AVC 2002\)](#);
 - b. In the event of domestic transport by road in the United Kingdom: [the British International Freight Association \(BIFA\), standard trading conditions, 2017 edition \(England & Wales\)](#);
 - c. In the event of international transport by road: [the CMR Convention of Geneva, 19th May 1956, with the Protocol dated Geneva, 5th July 1978](#), supplemented by the AVC 2002;
 - d. In the event of transport by Sea: [the Hague-Visby Rules \(1968\)](#);
 - e. In the event of transport by inland waterway: [Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway \(CMNI\)](#) 3 October 2000;
 - f. In the event of transport by rail: [Convention concerning International Carriage by Rail \(COTIF\)](#) as amended by the Vilnius Protocol 1999, including Appendix B (CIM), in the event of carriage by rail in a country party to COTIF/CIM;
 - g. In the event of transport by rail: [Agreement on International Goods Transport by Rail \(SMGS\)](#), in the event of carriage by rail in a country party to SMGS;
 - h. In the event of transport by air: [the Convention on the International Carriage by Air](#), of Warsaw, 12th October 1929, as amended by Protocols dated The Hague, 28th September 1955, the Convention of Guadalajara, 18th September 1961, and the Convention of Montreal, 28th May 1999;

- i. In the event of freight forwarding as mentioned in article 8:60 Dutch Civil Code and (preliminary) customs formalities: [the Dutch Forwarding Conditions \(2018\)](#), excluding the arbitration clause (article 23);
 - j. For logistics services such as transport, storage, crossdocking, repacking, packing, sorting, etc.: [the Logistics Services Conditions \(2014\)](#) (LSC);
8. Insofar as any provision in the aforesaid general sectoral terms and / or conditions is found to be contrary to any provision in these General Terms and Conditions, the provision of these General Terms and Conditions prevails.
9. All terms and conditions can be downloaded free of charge from the internet website <https://www.klgeurope.com/en/about-klg/general-terms-and-conditions>. At request these can also be send to you, free of charge.
10. Cabotage is permitted only after written confirmation of KLG and after cabotage insurance in accordance with Regulation (EC) No 1072/2009 is arranged, in accordance with the prevailing EU regulation and any (additional) specific requirements per country with regard to cabotage. Client is liable for all damages to the breach of these rules.
11. KLG explicitly states that cash on delivery (COD) is not possible.

CHAPTER 2 – TERMS ACTIVITIES

ARTICLE 2 – EXECUTION OF THE ASSIGNMENT BY KLG

1. KLG is entitled to use third parties, in case they deem this necessary and / or desirable for the execution of the activities. KLG remains entitled to invoke these General Terms and Conditions.
2. KLG is entitled to charge the client additional costs, provided these costs were needed for the correct and timely execution of the orders it was given.

ARTICLE 3 – ACCEPTANCE OF THE LOAD

In principle, KLG accepts all types of goods, with the exception of livestock, glass, precious metals, precious stones, jewellery, money, coins, works of art, securities, weapons, ammunition, radioactive substances and banned or illicit drugs. Goods which must be transported under certain conditions or which are subject to decay can only be accepted after consultation.

ARTICLE 4 – EUROPALLETS / EXCHANGING PACKAGING

1. Pallets are only exchanged if so agreed in advance in writing, and in the assignment is mentioned that it concerns europallets and only for the countries the Netherlands, Belgium, Luxembourg, Germany and France. Any other load carriers are not exchanged. Exchanging europallets is not included in the transport rates, for this a surcharge is applicable of € 1,50 per europallet. Besides this for the exchange of europallets the following is applicable:
 - a. A standard percentage of 5% for loss and damages of europallets is charged by KLG. This means KLG will exchange 95% of the shipped europallets;
 - b. Client guarantees towards KLG that the consignee is committed to make sure the same amount of the same type and same quality is ready for pick up (so that these can be loaded immediately after delivery of the goods at that location);
 - c. The obligation to return europallets to client rests solely on the consignee;
 - d. In case (part of) the at sub a mentioned europallets was not or not in time provided by consignee, the obligation of effort ends for KLG. KLG will notify the difference between delivered and returned pallets on the consignment note. KLG may refuse europallets which deviate in serious extent in quality or type. KLG is never obliged to check the quality of load carriers, nor to pay compensation to

- the client for refused europallets or because loaded europallets deviate from shipped europallets according to the judgment of client;
- e. In case KLG hands over own europallets to client during receipt of the goods, and KLG does not receive any or does not receive enough loadcarriers of the same type and the same quality by return by the consignee the client is obliged to pay compensation to KLG;
 - f. In case less pallets are returned by KLG to client then which are delivered to consignee, the obligation of consignee to return the remaining amount of load carriers towards the client remains. KLG is not liable for shortages.

ARTICLE 5 – ADMINISTRATIVE PROCEDURES

Both parties are committed to reduce and / or improve the administrative procedures and work (statements, status reports, meetings, etc.) on an ongoing basis. Expansion of this work can be reason for charging separate costs for this.

ARTICLE 6 – INTERMODAL TRANSPORT

Events with regard to the rail- and or sea transport beyond control of KLG may lead to longer transit times. As an alternative other routes at adjusted rates and leadtimes may be proposed. Costs related to unforeseen changes within the infrastructure (both temporarily as permanent) will be announced and charged accordingly.

CHAPTER 3 – OBLIGATIONS AND RIGHTS CLIENT

ARTICLE 7 – INCOTERMS

The client needs to provide correct information to KLG regarding agreed incoterms with consignee, Incoterms in accordance with the International Chamber of Commerce (Incoterms 2020).

ARTICLE 8 – ORDERS / ANNOUNCEMENTS

Orders must be announced no later than 2pm CET on the day prior to collection. In the event of orders announced after that time, the client must take into account longer transit times. Orders are preferably given by means of an EDI message or via the web portal of KLG and / or by means of e-mail. Since a correct and full order is the basis of a correct service provision, KLG is unable to accept orders by telephone. If so desired, we provide our client with a tailor-made web portal or order form. Separate orders are charged separately, at all times. Consignments that have been announced must be ready as from 8am on the day that they shall be loaded, unless otherwise agreed.

ARTICLE 9 – CUSTOMS PROCEDURES FOR EXPORTS OUTSIDE THE EU, DIRECT REPRESENTATION

The client or exporter is the declarant of the goods. The client is responsible for the contents of the declaration and for fulfilling the obligations in relation to it. In addition, the client or exporter is responsible for the requirement to keep records of the declarations and documents. KLG can only submit declarations for export or re-export on behalf of the client or exporter, in the capacity of direct representative. If this is desired by the client, written agreements must be entered into prior to the order or transport order. The client indemnifies KLG against all damage and costs, of whatever nature, that arise or have arisen due to inaccuracies in the details provided by the client, as well as against all assessments or tax assessments by the authorities or customs authorities, for whatever reason.

ARTICLE 10 – DUTY TO REPORT VALUABLE CONSIGNMENTS

The client guarantees that the value of the consignment does not exceed € 50.000,-. KLG accepts the consignment, subject to this explicit condition. If the value of the consignment is € 50.000,- or higher, the value must be reported to KLG in writing, prior to transport. KLG, at the explicit request of the client and at its expense and responsibility, shall try and take out supplementary transport insurance. Any conditions of this supplementary transport insurance will then be applicable for the client. By violation of this guarantee KLG is in any case not liable for more than € 50.000,-

ARTICLE 11 – SECURED PARKING

The client must give clear instructions about high value cargo. At the request of the client, secure parking will be used to the greatest possible extent. In that case, the client must communicate in writing in advance which parkings can be used. The statutory driving and rest times must of course be observed. Secure parkings are also used if this is reasonably required in the opinion of KLG and / or a driver in the given circumstances. Any costs for secure parking are passed on to the client, also costs for any additional kilometres driven to use secure parking are charged to the client.

ARTICLE 12 – PACKAGING AND LABELLING

Operational agreements are laid down in separate working arrangements/protocols at all times. All pallets and units or packaging units must be well packed and show clear details regarding the product, the full address details of the consignee and consignor, symbols referring to any special handling requirements, etc. These details must be affixed in a way so that they can be clearly read during loading and unloading. Any old information must have been removed and/or made illegible. Goods must be packed so that they can be transported and handled without additional risks. The client must indemnify KLG against possible damage or consequential damage and losses due to improper packing.

ARTICLE 13 – HAZARDOUS SUBSTANCES

1. If the client offers hazardous substances for transport they must explicitly notify this in the transport order, this notification should contain all relevant details. The client must do so in accordance with the applicable statutory requirements. If the consignment contains a hazardous substance, the relevant substance must be stated as part of the transport order, together with the UN reference number, the packaging code and the name of the substance.
2. The client is responsible for the correct labelling, approved packaging, the necessary transport documents including notification of tunnelcode if applicable and the consignor's declaration. The goods must be properly packed on pallets and secured, so that they can be loaded and transported in accordance with the statutory rules and regulations. If no information, or incomplete or incorrect information is supplied by customer and/or the labelling, packaging or documents do not comply to law, the customer is obliged to pay for all consequential costs, such as but not limited to, fines. ADR goods must be offered on pallets at all times. An ADR surcharge is applicable this will be specified in the offer.

ARTICLE 14 – ACCESSIBILITY & OPENING HOURS

It must be possible to reach the loading and unloading addresses given by the client using a truck for international transport. If this is not possible, then this restriction must be clearly noted on the order and may be subject to additional costs or delivery costs. KLG assumes loading and delivery is within standard working hours, for deliveries outside standard opening hours, or at specific time slot, a surcharge may be applicable.

ARTICLE 15 – LOADING, STOWAGE AND SECURING

1. The client is responsible for loading, stowage and securing of the load, except if explicitly agreed in writing otherwise. If the driver performs these activities alone or together with the loading – or unloading address, KLG is not responsible for any damage following errors made during or as a consequence of these activities. This rejection of liability is explicitly for damage to technical tools, such as fork lifts, pallet trucks, truck mounted forklifts, etc.
2. Loading, stowage and securing equipment such as securing straps, anti-skid mats, etc. are not made available by KLG. The client must organize this. The responsibility for the reliability of this equipment rests entirely with the client.

ARTICLE 16 – RECRUITMENT OF PERSONNEL

Without the explicit written consent of KLG, the client or its subsidiary is not permitted to enter into an employment relationship with a KLG employee. If the client or its subsidiary enters into an employment relationship with a KLG employee without the explicit written consent of KLG, they owe six months of full pay to KLG in compensation.

CHAPTER 4 – FINANCIAL TERMS

ARTICLE 17 – PRICES, OFFERS AND PAYMENTS

1. All offers made by KLG are free of obligation as meant in article 6:219 part 2 Dutch Civil Code.
2. The rates of KLG are based on locations that can be well reached. If during execution of the consignment it appears location cannot be reached sufficiently KLG is entitled to increase the rates with all additional costs arisen by this.
3. Rates are in euro's, excluding deposit money and toll, taxes and duties, VAT, customs clearance and, for transport, a dieselsurcharge as mentioned in article 17 part 4.
4. A dieselclause is applicable for the offered rates. The basic price and conversion factor and frequency of amending the surcharge is stated separately in each offer. The current diesel oil price is mentioned on <https://www.oliecentrale.nl/producten/lijstprijen-brandstoffen>.
5. In case of unforeseen changes which lead to cost increases, these extra costs are charged to client.
6. Government measures which cannot be influenced by KLG and which have financial consequences for the cost price will be charged to the client. For example toll, taxes and surcharges. If applicable, the client and KLG will discuss the way in which these costs are incorporated in the rates as from the effective date.
7. Pallets are considered to be stackable and shall be charged as such if the client offers them stacked in pre-advice and/or at loading, provided there is no increased risk of damage during transport and transfer. KLG has the disposal of a large number of so-called double-stock trailers in which pallets can be loaded to a maximum height of 1.20 m and a certain maximum weight and stacked two high by means of loading bars. Based on the higher investment and depreciations, limited availability, longer loading and unloading times and more laborious packaging exchange, this shall be subject to a surcharge.
8. Except in the event of force majeure, consignments are delivered in accordance with the agreed transit times (specific for FTL and LTL), yet no rights can ever be derived from this. If certain consignments must be delivered within other transit times, they must be discussed with the customer service department first and may be subject to additional costs. If due to an alternative transit time trucks must remain abroad during the weekend, depending on the country the truck has to remain in, a minimum weekend surcharge of € 250 shall be added. In the event of deliveries on Saturdays

or Sundays and public holidays, surcharges apply. Delivery details are subject to consultation with the planning department, the practical possibilities and/or agreements made to that end.

9. Complaints in respect of invoices must be submitted in writing within 8 days of receiving the invoice. Failure to do so means that the client is deemed to agree to the contents thereof.

ARTICLE 18 – PAYABLE WEIGHT / MAXIMUM MEASURES AND WEIGHTS

The payable weight determines which graduated rate system applies to the offer and is calculated on the basis of the highest weight of the actual gross weight or volume weight and the following departure points:

1 m ³	= 330 kg	
1 load metre	= 1750 kg	
1 euro pallet	= 120 x 80 x max. 250 cm	= max. 700 kg
1 block pallet	= 120 x 100 x max. 250 cm	= max. 875 kg
Full Truck Load (FTL) = max. 13.6 load metres / maximum weight depending on local law		

Length load: if consignments exceed a length of 2.4 metres, the applicable load metres or any special agreements shall be subject to a minimum length surcharge of € 50,-. For network distribution (last mile) the maximum height of shipment is 210 cm.

ARTICLE 19 – FREE LOADING AND UNLOADING TIMES, WAITING CHARGES

The following loading and unloading times are included in the rates:

1. When loading or unloading groupage or part consignments (LTL), the maximum address time is 30 minutes. When loading or unloading a full truck load (FTL), the maximum address time is 2 hours. When changing exchange/stand trailers, the maximum address time is 30 minutes.
2. Exceeding these times shall be subject to a rate of € 24 per commenced half hour. This is excluding any weekend surcharge (article 17 part 8).

ARTICLE 20 – TAILBOARD SURCHARGE

If consignments must be delivered by means of a tailboard, the client must state this for each order separately, unless this has been agreed as a standard. Deliveries made with a tail lift are subject to a minimum surcharge of € 50,-.

ARTICLE 21 – TIME AGREEMENT (RENDEZVOUS DELIVERIES), ANNOUNCEMENTS

1. Rates are based on standard day deliveries in accordance with the transit times schedules which make it possible to plan the most logical and effective routes. Delivering at specific times is subject to considerable additional costs.
 - a. Additional time: in order to prevent being late, we are required to plan additional time, as a result of which the truck is often too early and has to wait.
 - b. Additional kilometres: routes cannot be planned in accordance with the most efficient and logic method. The loading factor of the truck is lower, as the agreed times must be honoured as a result of which it is often not possible to utilise maximum capacity.
2. If so required, KLG can meet these extra requirements, subject to the following rates:

Announcing consignment to consignee	: surcharge of € 10,- per shipment
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Agreed unloading time on a certain day (AM or PM): surcharge of € 35,- per shipment

Agreed unloading time within a 2-hour time window : surcharge of € 75,- per shipment

Agreed unloading time within a 1-hour time window : surcharge of € 150,- per shipment

ARTICLE 22 – CANCELLATION CHARGES

Planned and/or reserved loading space is payable, at all times. This means that if less space is loaded than initially announced and confirmed, the space reserved shall be invoiced. Previously announced loads can be changed and/or cancelled up to 1pm CET on the day before loading. If loads are cancelled thereafter, a freight discrepancy of 70% of the agreed freight rate is charged.

ARTICLE 23 – TOLL

The toll surcharges (Maut) for the various countries are included in the rates, unless stated otherwise on the conditions sheet / B sheet.

ARTICLE 24 – ADVANCE COMMISSION, IMPORT DUTIES, EXCISE DUTIES, TURNOVER TAX AND OTHER COSTS

The advance commission mentioned in article 15, part 4 of the Dutch Forwarding conditions (2018) is 3% per month or part of a month. Import duties, excise duties, turnover tax and other costs must be paid prior to transport. The goods are released after KLG has received payment of these costs in its account. If by way of exception, an agreement is entered into to grant credit, the advance commission of 3% of the VAT, import duties, excise duties and other government levies paid in advance applies, as well as other amounts paid by KLG in advance, such as sea freight etc. In that instance, invoices with regard to amounts paid in advance must be settled within 8 days of the invoice date.

CHAPTER 5 – CONSIGNMENT NOTES

ARTICLE 25 – CONSIGNMENT NOTES

1. If so desired, clients can apply for a login code at KLG enabling them to retrieve and print a copy of the CMR themselves via the KLG Internet site.
2. If the client instructs KLG to send copy of proof of delivery, the applicable rate is € 7,50 per POD if it contains a delivery made in the past year, in all other cases a rate of € 25,- per POD is applicable. Documents which concern deliveries made over three years ago are not retrievable.
3. In the event of transport damage, the signed consignment note is provided without charging the aforesaid costs.
4. Failure to provide signed consignment notes, for whatever reason, shall never lead to a delay, suspension or non-payment of claims.

CHAPTER 6 – LIABILITY, CONFIDENTIALITY, INDEMNIFICATION

ARTICLE 26 – LIABILITY, CONFIDENTIALITY AND INDEMNIFICATION

1. The client shall keep all offers and agreements made with KLG confidential and will not disclose this information to third parties. KLG shall keep all information received from the client confidential, and share only with those who need to know for the execution of the activities.
2. The liability of KLG is determined by these General Terms and Conditions and the

sectoral terms and/or conditions as referred to in article 1 part 7. If, however, the liability or scope of liability is not defined in certain cases, KLG can only be held liable for direct damage and to an amount of maximum € 10.000,- except in case of force majeure. KLG is never liable for damage due to incorrect consultancy by KLG. This limitation is not applicable in case of wilful misconduct of directors or higher management.

3. KLG shall in no case be liable for damage or losses due to failing to fulfil its obligations, or failing to do so in time, as a result of force majeure. Force majeure is taken to mean, yet not limited to: war / riots / sabotage, strikes, national or international government measures, industrial conflict (in the broadest sense of the word), theft / burglary / fire, weather conditions, traffic jams, accidents, disruptions, broken down vehicles, breakdowns in utility services (including water and power), acts of God, epidemics, tunnel blockades and breakdowns in ferry services, regardless of the manner in which they were formed or where they took place
4. KLG is not obliged to pay any compensation for limited, reasonable delay.
5. If goods need to be returned to the customer or any other address as a consequence of damage, this is considered as new transport assignment and the costs for this are charged to the customer.
6. Visual damage to a consignment caused by transport must be reported to KLG in writing within 24 hours of receiving the consignment, at the risk of forfeiting the right to complain and/or compensation, without prejudice to all other limitations of liability. Liability has been laid down as per applicable conditions mentioned in article 1 part 7 of these General Terms and Conditions. It includes a limitation of liability of a maximum amount per kilogramme in the event of loss or damage. The effect of limited liability is that it often does not cover the total value of the consignment, despite KLG possibly being liable for a claim. For example if the claim is covered by CMR, the maximum liability to be claimed at KLG is 8,33 SDR per damaged or lost kilogramme. Therefore, in order to cover the actual value of the goods during transport, KLG recommends insuring the goods against transport risk separately, at request KLG can offer you this without obligation.
7. With regard to damage to products which, by their very nature and/or packaging (e.g. glass), are sensitive to damage, the client must demonstrate that KLG did not handle the goods with due care and attention (reversed burden of proof).
8. Relatively minor damage representing a value of less than € 150,- causes a disproportionate amount of administration and follow-up costs for all parties concerned and is therefore disregarded.
9. If subordinates of KLG, as well as individuals whose services KLG uses for the execution of the agreement, are held liable, they shall be able to invoke any limitation and/or discharge of liability which KLG may invoke by virtue of these General Terms and Conditions or any other legal or contractual provisions.

CHAPTER 7 - PRIVACY

ARTICLE 27 – PROTECTION OF PERSONAL DATEBESCHERMING PERSOONSgegevens

KLG takes the protection of your personal data from the General Data Protection Regulation (GDPR) as being very important. We would therefore like to inform you regarding the care and safety by which we do that and have drafted a privacy statement which you can view at www.klgeurope.com/privacy. The most important statement in this document within these General Terms and Conditions is the following:

KLG Europe is a logistics service provider and as such process your personal data as you use our logistics services and/or provides us with this data. By using these services you agree that we collect your personal data and use it in accordance with this privacy

statement. The basic thought of this process is the agreement that we have with you and the retention period is at least seven years after execution of the agreement because of legal fiscal obligations. Hereunder an overview of the personal data which we can process:

- *First and last name*
- *Gender*
- *Business telephone number*
- *Business email address*
- *Loading and unloading address*
- *Other personal data which you actively hand over for example in correspondence and by phone.*

For the remaining information we would like to redirect you to our privacy statement (www.klgeurope.com/privacy).

CHAPTER 8 – APPLICABLE LAW AND VALIDITY

ARTICLE 28– APPLICABLE LAW AND COMPETENT COURT

1. The legal relationship between KLG and its clients and/or contracting party is governed by the laws of the Netherlands.
2. Any disputes arising from or related to the A(a)greement(s) to which these C(c)onditions apply and which are not covered by the relevant sectoral terms as mentioned in article 1 part 7, will be submitted to competent court in Rotterdam, except when mandatory law prohibits.
3. Where applicable the arbitrators will apply the terms of international transport agreements, among which the Convention on the contract for the international carriage of goods by road (CMR).

ARTICLE 29 – VALIDITY

KLG is entitled to change these General Terms and Conditions. After such change, the changed terms and conditions will apply to the next agreement with the client or another contracting party, including the preceding legal relationship. If any clause in these General Terms and Conditions is invalid or is held to be invalid, the remainder of these terms and conditions shall remain in force to the extent possible and the invalid clause shall be replaced forthwith in consultation between the parties by a clause which reflects the intent of the original clause as closely as possible. These General Terms and Conditions are originally drawn up in Dutch language, in case of any differences between the English version and Dutch version of these General Terms and Conditions, the Dutch version will prevail.