

General Terms and Conditions

Article 1 Applicability

- a) These general terms and conditions are applicable to ColliCare Logistics B.V. (hereinafter referred to as 'ColliCare'). Unless otherwise agreed in writing, these general conditions apply to all quotations and/or order confirmations and/or Agreements (hereinafter referred to as 'Agreement').
- b) Unless otherwise agreed in writing, or when ColliCare actually transports the goods themselves, ColliCare solely acts as a forwarder.
- c) On all activities of ColliCare the Physical Distribution Conditions by the stichting Vervoeradres (hereinafter referred to as 'PD Conditions') of 2017 or latest version are applicable in addition to these General Terms and Conditions. With respect to all forwarding activities, the Dutch Forwarding Conditions 2018 shall apply. ColliCare explicitly rejects the arbitration clause (23) of the Dutch Forwarding conditions. In the case that parties explicitly agree that ColliCare shall carry out (road) transport activities the General Transport Conditions, (AVC 2002 or latest version) apply and for cross border transport the previous mentioned AVC 2002 applies supplementary to the CMR Convention.
- c) In case of any contradiction between the general terms and conditions of ColliCare and the conditions mentioned under sub b), the General Terms and Conditions of ColliCare prevail.
- d) Above mentioned conditions can be consulted at and downloaded from our website <https://www.collicare.nl/about-collicare/general-terms-and-conditions>

Article 2 Pricing

- a) Our prices are based on the current exchange rates, fees and employment conditions and exclusive VAT if applicable.
- b) Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.
- c) Payable weight conversion:
Road transport: 1 m³ = 333 kg
1 loading meter = 1850 kg/of 5,5 m³ 1 euro pallet = 0,4 loading meter = maximum 740 kg/pallet, 1 industrial pallet = 0,5 loading meter = maximum 925 kg/pallet
Seafreight: 1 m³ = 1000 kg w/m
Airfreight: 1 m³ = 167 kg
- d) Fuel clause: ColliCare Logistics B.V. tariffs are excluding fuel surcharge unless otherwise agreed.
- e) In the case of increase of government levies or new to be implemented government levies, ColliCare reserves the right to adjust fees accordingly.

Article 3 Payment conditions

- a) Payment of invoices within 14 days after invoice date unless otherwise agreed.
- b) A proof of delivery is not automatically appended to the invoice.
- c) Proof of delivery can be requested, Euro 10,- will be charged per document.
- d) Cash on delivery: Cash on delivery is possible upon written request. For all cash on delivery shipments a fee will be charged. The fee and the terms of payment of the shipment will be communicated with the commissioning party in writing.

Article 4 Surcharges

- a) Weekend costs:
Delivery Monday 08.00-10.00 LTL 150 Euro and FTL 375 Euro
Delivery during the weekend and Monday afternoon as per request
- b) Time-slot during working day (07:00 – 18:00):
2 hour window LTL 65 Euro and FTL 45 Euro
Fixed time as per request
- c) Waiting hours: FCL 2 hours free for loading, 1 hour free for unloading. Groupage shipments pro rata. When the previous mentioned loading/unloading times are being exceeded ColliCare reserves the right to charge waiting hours. Tariff 60 Euro per hour or a part thereof.

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- d) Waiting hours: FTL 2 hours free for loading, 2 hours free for unloading. Groupage shipments pro rata. When the previous mentioned loading/unloading times are being exceeded ColliCare reserves the right to charge waiting hours. Tariff 60 Euro per hour or a part thereof.
- e) Deadfreight: If an order is cancelled on the day of loading, ColliCare reserves the right to charge 70% of the agreed freight rate.

Article 5 Customs

- a) The tariffs are excluding documentation and clearance of the goods. If ColliCare Logistics B.V. must provide the documentation requested by the client, the client must authorize ColliCare Logistics B.V. in writing (Agreement/authorisation to act as direct representative) to act on behalf of the client.
- b) The client indemnifies ColliCare for all damages and costs, of any designation whatsoever, resulting from the inaccuracy of the information supplied by the client as well as all taxes and other levies by (customs) authorities for any reason whatsoever.
- c) If ColliCare becomes familiar with information or conditions which would indicate that the Client has not complied with the article 5-b (has provided incorrect and/or incomplete information and/or documents) and on the basis of which ColliCare has not accepted the order to carry out customs formalities, ColliCare is at all times entitled to end this order and not carry this out (any further), which may or may not be set out in an additional Agreement and/or authorisation, without any obligation to pay damages.

Article 6 Other conditions

- a) Dangerous goods: The shipper is responsible for correct labelling, approved packing, transport documents, sender declaration, MSDS and hazard classification card. Furthermore the UN number and the name of the hazardous material must be stated to ColliCare. For the transport of hazardous goods a surcharge can be applicable, depending on the transport route.
- b) Transit times: No rights can be derived from the specified transit times. During holiday periods the transit times may differ from the regular transit times.
- c) The mere statement by the client of a time for delivery shall not legally bind ColliCare. Arrival times are not strict deadlines and are not guaranteed by the ColliCare, unless agreed otherwise in writing.
- d) ColliCare does not insure the risk of damage to or the loss of goods. Upon request and agreed upon in writing, ColliCare can mitigate in a goods transport insurance by order of the commissioning party.
- e) Claim handling: (visible) damage to a consignment, caused by the transport, must be reported in writing to ColliCare within 24 hours after receipt of the shipment.
- f) ColliCare reserves the right at any time to demand an advance payment or sufficient security/guarantee from client for the performances of its obligations. If the client does not immediately follow up on this request, ColliCare shall have the right to terminate or to suspend its services.
- g) Packing and marking: All goods need to be properly packaged and labelled with complete address information of the addressee and sender. For possible damages concerning improper packaging the commissioning party remains responsible.
- h) VGM (Verified Gross Mass): The shipper is legally responsible for submitting the VGM. Preferably at booking but not later than 15.00 pm at day of loading. Containers for which VGM is not submitted will not be loaded on board of the seagoing vessels. All costs, delays and other discrepancies that might occur are for account of the shipper.
- i) Euro pallet exchange and the transport of return packaging is not applicable, unless agreed upon upfront in writing and in Agreement with the dispatch department. A surcharge will be applicable.
- j) Special loading/unloading options: Shipments which need to be loaded or unloaded with a tail lift, kipper chassis and side loader can, on request and against additional costs, be executed.

Article 7 Applicable law and competent court

- a) All legal relationships arising from or relating to this Agreement are governed by Dutch law.
- b) All disputes, claims, disagreements or other issues arising from or relating to this Agreement will be adjudicated by the competent court in Rotterdam, unless the parties agree otherwise in writing
- c) The Dutch text is the original version of the General Terms and Conditions. In case of interpretation issues and/or conflict with the English version, the Dutch text will prevail.