

**General conditions for transport, freight forwarding, storage and delivery of goods and/or the provision of services by TGN|fritom B.V.**

**I. General section**

Article 1 – Definitions

These conditions use the following definitions:

- TGN|fritom: the private company with limited liability TGN|fritom B.V., with its registered office in Zwolle at Botterweg 21, registered in the Commercial Register of the Chamber of Commerce under number 05014910
- Recipient: the person to whom TGN|fritom delivers goods as commissioned by the client.
- Client: the natural or legal person or his successor in title on whose behalf TGN|fritom carries out work and/or provides services.
- Agreement: any signed written agreement concluded between TGN|fritom and the Client or any written offer/quotation of TGN|fritom signed for approval by the Client.
- Conditions: these general terms and conditions.

Article 2 – Applicability

1. These Conditions apply to all agreements between TGN|fritom and the Client, including the Agreement. The Conditions have been provided to the Client before or at the conclusion of the Agreement.
2. The applicability of (general) conditions of the Client is explicitly excluded by TGN|fritom.
3. TGN|fritom reserves the right to unilaterally amend these Conditions. Amendments take effect within thirty (30) days after they have been communicated to the Client.
4. The provisions that apply to this Agreement if it concerns a legal relationship concerning the transport of goods have been set out in Chapter I (General Section) and Chapter II (Special Section - Transport).
5. The provisions that apply to this Agreement if it concerns a legal relationship concerning freight forwarding have been set out in Chapter I (General Section) and Chapter III (Special Section - Freight Forwarding).

6. The provisions that apply to this Agreement if it concerns a legal relationship concerning storage of goods have been set out in Chapter I (General Section) and Chapter IV (Special Section - Storage).
7. If the Agreement concerns two or more legal relationships as set out above in paragraphs 4 to 6 of this Article, each of these Provisions applies simultaneously to these types of legal relationships, except if these provisions are incompatible or the scope thereof rejects the application due to the nature of the Agreement.

#### Article 3 – Offer

Each offer of TGN|fritom is non-binding and based on data, documents, drawings and the like provided by or on behalf of the Client unless expressly stated otherwise in the offer. If applicable, surcharges apply in addition to the offer unless expressly stated otherwise in the offer. The most common surcharges have been listed in the conditions and provisions overview (as attached to these Conditions as *Annex I*).

#### Article 4 – Agreement

1. The Agreement fully and accurately captures the content of the agreements between the Parties.
2. Verbal commitments by and agreements with employees of TGN|fritom are not binding to TGN|fritom.
3. If client provides (an) order(s) to TGN|fritom, although signed acceptance have not been returned (yet) these conditions will be automatically applicable.
4. TGN|fritom will never have the obligation for executing (an) order(s).

#### Article 5 – Prices

1. The prices indicated by and/or agreed with TGN|fritom are in euros unless expressly agreed otherwise. These prices do not include taxes such as VAT and levies.
2. TGN|fritom has the right to increase the indicated and/or agreed prices if the prices of goods, raw materials or components purchased from third parties, wages, social charges, freights, insurance premiums, levies charged by or on behalf of (semi) governments (including import and/or transit duties), or other cost price components (including currency changes) and levies increase, or if work is or needs to be carried out outside the normal working hours through no fault of TGN|fritom.
3. In case of a price increase in accordance with paragraph 2 of this Article, the same payment conditions apply as to the originally indicated and/or agreed prices, meaning that the part of the price increase related to already expired periods will be immediately due and payable.
4. All fees indicated by TGN|fritom are subject to typos and printing errors.

#### Article 6 - Payment

1. The latest version of the Dutch Transport and Logistics Association (*Transport en Logistiek Nederland*) payment conditions applies to payments (as attached to these Conditions as *Annex II*).

#### Article 7 - Transfer of Risk, Retention of Title, Right of Lien and Pledge

1. The risk of the goods delivered to the Client or the Recipient by TGN|fritom will be permanently transferred to the Client at the moment the goods have been received by the Client or the Recipient.
2. All goods (to be) delivered in the context of the Agreement remain the exclusive property of TGN|fritom until all (future) claims of TGN|fritom on the Client in the context of the Agreement or equivalent agreements have been satisfied in full.
3. TGN|fritom has a right of retention in respect of money, goods and documents held by it in connection with the Agreement with the Client vis-à-vis anyone claiming release thereof.
4. TGN|fritom can always exercise its right of retention for anything owed to it by the Client and/or Recipient on whatever grounds vis-à-vis the Client and/or the Recipient.
5. If there is a dispute about the amount payable or a lengthy calculation is required at the moment of settlement, the Client, if the Client or the Recipient claims the delivery, is required to immediately pay the undisputed part of the amount and provide security for the disputed amount or as the case may be the amount yet to be calculated.
6. A lien will be considered to have been established on all goods, documents and money (to be) held by TGN|fritom in the context of the Agreement concluded with the Client within the meaning of Book 3, article 236 of the Dutch Civil Code for all claims TGN|fritom has or will have on the Client and/or the owner and/or the Recipient.
7. TGN|fritom may demand the Client to replace the pledged goods by an equivalent security, solely at the discretion of TGN|fritom.
8. The Client will provide security for all it owes or will owe to TGN|fritom based on the Agreement at the first request of TGN|fritom, including but not limited to costs related to freight, rights, taxes, levies, premiums and other costs incurred by TGN|fritom for the benefit of the Client.

#### Article 8 – Force majeure

1. A shortcoming of TGN|fritom cannot be attributed to it if TGN|fritom is in a state of force majeure.
2. Force majeure of TGN|fritom is, to the extent not already included in the term, a shortcoming which cannot be attributed to TGN|fritom because it is not due to its fault or cannot be attributed to it pursuant to law, legal act or according to generally accepted standards, including if TGN|fritom is not able to meet its obligations under the

Agreement due to a(n) (attributable) shortcoming or negligence of third parties. Force majeure will also include:

- a. malfunction or business interruption at TGN|fritom of any kind, regardless of the cause;
  - b. delayed or late delivery by one or more suppliers of TGN|fritom;
  - c. transport difficulties or obstacles of any kind, including obstructions in the transport from the Client or the Recipient to TGN|fritom or from TGN|fritom to the Client or the Recipient;
  - d. war (risk), riot, sabotage, flood, fire, attacks, company occupation, strikes, and changes in government measures.
3. In case of force majeure, TGN|fritom has the right to change the period of implementation or to fully or partially extrajudicially terminate the Agreement without being obliged to pay any form of compensation for a period of one (1) month after a circumstance resulting in the force majeure arises.
  4. After the Agreement has been terminated, TGN|fritom is entitled to compensation of already incurred costs and/or work carried out.

#### Article 9 - Liability and Indemnification

1. The liability of TGN|fritom under the Agreement is limited to fulfilment of the obligations set out in this Agreement, except in cases of intent and gross negligence of TGN|fritom.
2. TGN|fritom is never liable for trading losses, other indirect damage, including but not limited to consequential damage and lost profits, and damage as a result of liability to third parties.
3. TGN|fritom is never liable for damage to and/or theft or loss of goods of the Client and/or third parties held by TGN|fritom for whatever reason. TGN|fritom is also not liable for damage to and/or theft or loss of goods located in or attached to the goods held by TGN|fritom for whatever reason.
4. The limitation or exclusion of the liability of TGN|fritom for damage suffered by the Client and/or third parties in the context of the implementation of the Agreement also applies and will be stipulated by TGN|fritom to the extent necessary for (legal) persons operating for or on its behalf as well as all persons directly or indirectly carrying out work for TGN|fritom or the above-mentioned (legal) persons.
5. The Client will indemnify TGN|fritom against all claims of third parties for compensation of damage for which the liability of TGN|fritom in the relationship with the Client is excluded in these Conditions.
6. The Client is liable for all damage caused by or related to goods entrusted to TGN|fritom.
7. The Client is liable for damage caused by persons who have been granted access to the TGN|fritom site on behalf of the Client.
8. The Client is liable for all costs, damage, interest, fines, penalties and forfeitures, including damage resulting from a lack of or late clearance of customs documents which are the direct or indirect result of the fact that the goods were not accompanied by the

required or the correct documents when offered to TGN|fritom, or the result of or in any way related to a circumstance for which TGN|fritom is not liable.

9. The Client will indemnify TGN|fritom against all claims of third parties for compensation of damage for which the Conditions hold the Client liable in the relationship with TGN|fritom.

#### Article 10 - Partial Deliveries and Outsourcing

1. TGN|fritom is at all times entitled to carry out the implementation of the Agreement in parts and/or to use other modalities.
2. TGN|fritom is at all times entitled to fully or partially outsource the implementation of the Agreement to third parties.

#### Article 11 - Europallets

1. If and to the extent agreed by the parties in writing, TGN|fritom will arrange the exchange of europallets in European countries where the exchange of europallets is possible or customary, for a fee to be charged to the Client.
2. Exchange of europallets will take place at the moment of delivery of the goods to the Client or the Recipient by TGN|fritom.
3. TGN|fritom is entitled to reject the exchange of europallets if pallet vouchers are offered.
4. The Client does not have any claim on TGN|fritom with respect to the quality of the (to be) exchanged europallets. A 5% balance difference in relation to loss applies.
5. Subject to proof to the contrary by the Client, the records of TGN|fritom are leading in relation to the mutations of exchanged pallets.

#### Article 12 - Cancellation

In case of cancellation of the Agreement by the Client within 24 hours before the start of work by TGN|fritom under the Agreement, TGN|fritom is entitled to charge eighty per cent (80%) of the agreed amount to the Client.

#### Article 13 – Packaging and Labelling

1. Goods offered by or on behalf of the Client must be packaged properly. TGN|fritom is entitled to refuse improperly packaged goods.
2. TGN|fritom is not liable for any damage to goods as a result of improper packaging.
3. The Client is required to label the goods offered to TGN|fritom in the context of this Agreement with the following information (where appropriate): sender, destination, package number and number of packages, reference.

#### Article 14 – Other provisions

1. If one or more provisions of the Agreement, including provisions of these Conditions, are void or nullified, the remaining provisions of the Agreement will remain in force. The

Parties will consult on the void or nullified provision(s) in order to establish an alternative provision.

2. Deviations from this Agreement, including the provisions of these Conditions, are only valid if expressly agreed in writing and signed for approval by both parties. Such agreed deviation only applies to the offers, work and agreements for which it has been established.
3. Contact details of TGN|fritom may not be listed on any correspondence and communication with your (private) clients without the written permission of TGN|fritom.

#### Article 15 – Disputes and applicable law

1. The Agreement and all agreements resulting from or related to it are governed by Dutch law.
2. All disputes related to the Agreement or any agreements resulting from or related to it will in first instance be settled by the Court of Groningen, without prejudice to the right of the parties to file an appeal or an appeal in cassation.

## **II. Special Section - Transport**

#### Article 16 – Agreement concerning national transport of goods

1. An Agreement concerning national transport of goods concluded between TGN|fritom and the Client is governed by, in addition to the provisions set out in Chapter I of these Conditions, the General Transport Conditions for Motor Vehicles 2002, last version (as attached to these Conditions as *Annex III*), if and to the extent not deviated from in Chapter I of these Conditions.
2. In case of national transport of goods, the Client will ensure that the place of unloading is accessible to truck combinations with the following dimensions: w x h = 2.60x4.00 metres.

#### Article 17 – Agreement concerning international transport of goods

1. An Agreement concerning international transport of goods concluded between TGN|fritom and the Client is governed by, in addition to the provisions set out in Chapter I of these Conditions, the Convention on the Contract for the International Carriage of Goods by Road ("CMR") (as attached to these Conditions as *Annex IV*) supplemented by the General Transport Conditions for Motor Vehicles 2002 referred to in Article 13, if and to the extent not deviated from in Chapter I of these Conditions.

2. In case of international transport of goods, the Client will ensure that the place of unloading is accessible to truck combinations with the following dimensions: l x w x h = 18.75x2.60x4.00 metres.

#### Article 18 – Agreement concerning railway transport of goods

An Agreement concerning railway transport of goods concluded between TGN|fritom and the Client is governed by, in addition to the provisions set out in Chapter I of these Conditions, the Uniform rules concerning the contract for international carriage of goods by rail, Annex B to the Convention concerning International Carriage by Rail ("CIM") of 9 May 1980, as amended by the Protocol of 3 June 1999 and in effect since 1 July 2006 (as attached to these Conditions as Annex V), if and to the extent not deviated from in Chapter I of these Conditions.

#### Article 19 – Agreement concerning transport of goods by air

An Agreement concerning transport of goods by air concluded between TGN|fritom and the Client is governed by, in addition to the provisions set out in Chapter I of these Conditions, the Standard IATA transport conditions as set out on the back of the IATA Airway Bill as well as the conditions referred to on the back of this bill (as attached to these Conditions as Annex VI), if and to the extent not deviated from in Chapter I of these Conditions.

### **III. Special Section - Freight Forwarding**

#### Article 20 – Agreement on freight forwarding

An Agreement concerning freight forwarding concluded between TGN|fritom and the Client is governed by, in addition to the provisions set out in Chapter I of these Conditions, the Dutch Forwarding Conditions, the General Conditions of the FENEX (Netherlands Association for Forwarding and Logistics) (as attached to these Conditions as Annex VII), if and to the extent not deviated from in Chapter I of these Conditions.

### **IV. Special Section - Storage**

#### Article 21 – Agreement on storage

An Agreement concerning the storage of goods concluded between TGN|fritom and the Client is governed by, in addition to the provisions set out in Chapter I of these Conditions, the latest version of the LSV Conditions of the Fenex and TLN as attached to these Conditions as Annex VIII), if and to the extent not deviated from in Chapter I of these Conditions.



version: 2021

Unless otherwise agreed, the latest version of the conditions referred to above applies. These conditions will be provided on request at no cost.

All these conditions can also be found and downloaded free at [www.TGNfritom.nl](http://www.TGNfritom.nl)



## **Annex I. General terms and conditions**

### *GENERAL*

The following conditions always apply unless a quotation and/or offer contains more specific conditions, surcharges, or deviating rates.

### *TRANSPORT CONDITIONS/SURCHARGES*

Rates for urgent shipping will be provided on request.

All shipments will be carried out by covered wagons/tautliners unless otherwise agreed in writing in advance.

For international shipments, all loading and unloading addresses must be accessible by international truck combinations (lxwxh: 18.75x2.60x4.00 metres) in a normal manner.

Unloading using a tailgate is not included for international transport. If a tailgate is required at the loading or unloading address, the client must indicate this clearly in the order.

For national shipments, all loading and unloading addresses must at least be accessible by a truck with the following dimensions: (lxwxh) 12x2.60x4.00 metres. (City trailer)

If a tailgate is required at the loading or unloading address, the client must indicate this clearly in the order.

If an address is only accessible by a box truck, the client must indicate this clearly in the contract and bear any additional costs. A surcharge may be charged for the use of a box truck.

Rates exclude transit costs that may apply in inner cities, islands, Zeeuws-Vlaanderen (NL), and additional costs for environmental zones and permit areas.

A surcharge will apply for loading or unloading at a private address.

The rates apply to normal non-hazardous commercial goods.

A maximum length of 175 cm and a maximum weight of 30 kg per package apply.

Transit times set out in the quotation and indicative and based on our experience.

Transit times apply to shipments from and to the mainland. Special transit times apply to islands and inner cities.

Transit times only apply to normal five-day working weeks.

Driving bans in countries of origin, countries of destination and transit countries, both during weekends and working weeks, are not included.

The day of pick-up is not included in the transit time.

Shipment registration for transport within the Netherlands: at least 1 working day in advance before 15:00.

Shipment registration for international transport: at least 1 working day in advance before 13:00.

Shipments must be ready on the day of pick-up from 08:00 unless agreed otherwise.

Rates are based on opening hours between 08:00 and 17:00. All deviating hours such as a fixed time or a block time will be considered and charged as a delivery at a specific time.

The following times are included in the rate for loading and unloading:

Shipments up to 1 loadingmeter	max. 15 minutes
Shipments from 1,1 – 2 loadingmeters	max. 20 minutes
Shipments from 2,1 – 6 loadingmeters	max. 30 minutes
Shipments from 6,1 – 9 loadingmeters	max. 45 minutes
Full truck (13.6 loading metres)	Benelux: 60 minutes, EU: 120 minutes

The waiting time will be charged if the loading/unloading schedule is exceeded.

Delivery with tail lift means: loading on the ground until the first doorstep unless agreed otherwise.

Delivery will only take place on the ground floor. Delivery to a floor is not a standard service.

International deliveries to private addresses are not a standard service.

In addition to the additional costs, surcharges may apply, for example:

- Additional delivery costs beyond the control of TGN|fritom:
- Registered/not unloaded because .....; redelivery
- Registered/not unloaded because .....; return to client
- Address error; deliver to another address on same day/same ride
- Goods registered for pick-up, no goods at address

Diesel fuel clause: the diesel fuel clause is based on the national Shell litre price at the station. TGN|fritom uses this to determine whether the surcharge must be adjusted on the 1st working day of the month. A diesel fuel surcharge must be paid on the average price of the previous month. The diesel fuel surcharge will be increased or decreased by 0.5% for each € 0.015 increase or decrease of the average diesel fuel price. A negative percentage will always be up marked to 0 %.

Toll: unless expressly stated otherwise in the table, the rates include the usual toll fees for the (route to) the country.

Rates are based on the shipment details provided by the client on the TGN|fritom website.

Unless expressly agreed otherwise, a surcharge applies to shipments not registered through the website.

Insurance: an additional transport insurance for a contract will only be effected based on the written request of the client at the then applicable price.

Cash on delivery shipments will not be accepted.

Delivery receipts (Domestic: checklist, International: CMR) with a signature can be requested through our website.

Rates are based on the shipment profile provided by the client.

#### *RATE CALCULATION*

The rate table for groupage is based on the first two characters of the postal code. These two characters determine which zone/rate table is used to calculate the transport rate. Deviations are possible.

Rates are always per shipment. A shipment has 1 loading address and 1 unloading address.

The chargeable weight is determined by the highest weight of the actual gross weight and volume weight unless expressly stated otherwise.

The volume weight is determined by the following principles:

Europallet	: 80 x 120 cm = 0.4 loading metres = 720 kg
Block pallet	: 100 x 120 cm = 0.5 loading metres = 900 kg
1 Loading metre	: 1800 kg
1 M <sup>3</sup>	: 330 kg

Calculation of number of loading meters: length X width (in cm): e.g. europallet 120 x 80: 24000 = 0.4 loading metre.

Stow loss will always be at the expense of the client.

If the goods protrude over the pallet, the loading metre calculation will use the dimensions of the goods rather than the pallet.

In case of a rate per kilogram: the maximum of the above table is the minimum of the following table.

Rates are exclusive of VAT.

In case of significant increases in cost factors, TGN | fritom reserves the right to change the rates in the interim or to apply a surcharge.

#### *ADR GOODS*

Hazardous goods offered for transport must meet the statutory requirements. The shipper is responsible for the correct labelling, packaging, and documents for both road transport and multimodal transport.

Transit times will never be guaranteed for ADR goods. The safety consultant of TGN | fritom is at all times entitled to decide not to load a shipment and inspect a shipment in case of doubts about the packaging, labelling, or the documentation. Additional checks en route may also cause delays.

Shipments labelled "limited quantities" (LQ) are ADR shipments.

A surcharge applies to the transport of ADR goods.

Classes 1 and 7 may not be classified as regular ADR transport, and contracts must be requested separately.

#### *OVERVIEW OF THE REQUIRED (EU) EXPORT AND IMPORT DOCUMENTS*

Invoice in triplicate, at least 1 original and 2 copies, with CMR.

All copies must bear an original signature (blue) and company stamp of the exporter.

Goods outside of the EU must have an invoice with an invoice statement or certificate of origin.

An original invoice is required for sales outside the EU. This invoice must clearly indicate that it is an invoice. It must also bear an account number.

- The following details of the importer must be provided:

- VAT number / Commercial Register number
- Bank details, including account number
- Name, address and location of the recipient
- Phone number and contact for unloading and registration of the shipment
- Number of packages, gross and net weight, and value of the shipment
- Payment conditions for the transport costs

- The goods must have a label clearly indicating the address details of the sender and the recipient.

- Packing list with an accurate description of the goods (number, weight, and volume).

- Costs related to customs documentation will be borne by the client as set out in the "Surcharges" rate sheet.