

Appendix I

GENERAL TRANSPORT AND PAYMENT CONDITIONS effective 22/06/2021

Westerman Benelux bv

Westerman International bv

Westerman Barge & Terminal bv

WM Logistics AB

Acting under the name Westerman Multimodal Logistics, henceforth called Westerman.

Unless expressly agreed otherwise, all our offers, acceptances, communications, agreements and activities, depending on the nature of these, are subject to the latest version of the following conditions, to the exclusion of all other conditions, including those of the client.

Terms and Conditions

1. The National Transport Conditions 2002 ([AVC 2002](#)) filed at the registry of the district courts in Amsterdam and Rotterdam, apply to national road transport in the Netherlands.
2. The Swedish Law; Act ([1974: 610](#)), Apply to domestic road transport in Sweden.
3. On international road transport, in addition to the AVC 2002, the Convention on the Contract for International Carriage of Goods by Road ([CMR](#)) applies.
4. Our forwarding activities, our pure storage operations and our physical distribution work is subject to the [Logistics Service Terms and Conditions](#), filed on 2 April 2014 at the registry from the court in Rotterdam, latest version. These conditions have been drawn up by TLN and FENEX
5. Our forwarding activities, our pure storage operations and our physical distribution work is subject to the General conditions of the Nordic association of freight forwarders 2015 ([NSAB](#))
6. The Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways ([CMNI](#)), Budapest, 22-06-2001 and the Transport conditions [BV2016](#) of the Central Office for Rhine and Inland Shipping (CBRB) apply.
7. On rail transport, the Convention on International Rail Transport of 1 December 2010 ([COTIF](#)) applicable including the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail ([CIM](#)) from 1 May 2016.
8. The [VITO](#) conditions for Intermodal barge transport and inland terminal operators apply to all Terminal, Depot and handling activities.
9. We act as a forwarder / forwarding agent on our Deep-sea activities and for those services the [FENEX](#) conditions apply.
10. Insofar as the activities performed by us do not fall under the conditions stated in 1 to 9, Westerman is prepared to accept generally accepted industry conditions after written approval from the executive board under the condition that in that case the maximum liability is limited to € 1,000,000 per case and per year.
11. Regardless of whether Westerman and the Client have explicitly agreed the transport mode or not, Westerman is entitled to change the transport mode at any time and without notifying the client and shall be deemed to be an agreement of transport by rail when goods are being transported by rail. If cargo is actually transported by road, then that part is deemed to be under contract for road transport. Is cargo actually transported by inland or seagoing vessel, an inland waterway respectively by sea transport then that part is deemed to be under contract for inland waterway respectively sea.

These general terms and conditions have been made available to you before or at the conclusion of the agreement and will on request be sent free of charge.
