

General terms and conditions

1. Acceptance

These general terms and conditions apply to all activities of Westerman International B.V. A copy of these general terms and conditions will be provided (again) free of charge upon first request. By giving an order to Westerman Benelux B.V, Westerman International B.V, Westerman Barge & Terminal B.V. or WM Logistics AB (hereafter Westerman); the client agrees to the applicability of these terms and conditions.

2. General

- 2.1 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..
- 2.2 The National Transport Conditions 2002 (AVC 2002) filed at the registry of the district courts in Amsterdam and Rotterdam, apply to national road transport.
[Check AVC](#)
- 2.3 The Swedish Law; Act (1974: 610), Apply to domestic road transport in Sweden.
[Check Act 1974](#)
- 2.4 On international road transport, in addition to the AVC 2002, the Convention on the Contract for International Carriage of Goods by Road (CMR) applies.
[Check CMR](#)
- 2.5 Our forwarding activities, our pure storage operations and our physical distribution activities are 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.
[Check LSC](#)
- 2.6 On forwarding and physical distribution activities in Sweden the General conditions of the Nordic Association of freight forwarders 2015 (NSAB) applies
[Check NSAB](#)
- 2.7 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.
[Check CMNI](#) [Check BV2016](#)
- 2.8 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.
[Check COTIF](#) [Check CIM](#)
- 2.9 The VITO conditions for Intermodal barge transport and inland terminal operators apply to all Terminal, Depot and handling activities.
[Check VITO](#)
- 2.10 We act as a forwarder / forwarding agent on our Deep-sea activities and for those services the FENEX conditions apply.
[Check Fenex](#)
- 2.11 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. If cargo is 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.
- 2.12 Dutch law is applicable to all legal relationships arising from or in connection with the logistics agreement.
- 2.13 All Disputes arising as a result of the logistics agreement will be settled by the Court of Rotterdam.
- 2.14 In case of any conflict of the above mentioned conditions Westerman's general conditions shall prevail with the exception of the laws and treaties referred in to the abovementioned provisions.