

General terms and conditions

The General Terms and Conditions below apply to all offers, quotations, order confirmations of and agreements with Westerman Benelux B.V., Westerman International B.V., Westerman Barge & Terminal B.V., WM Logistics AB and its affiliated companies, hereinafter referred to as "Westerman". In the event of any conflict between a provision of the General Terms and Conditions and a provision of an offer, quotation, order confirmation, or agreement, the latter shall prevail. The applicability of any general terms and conditions of the other party is hereby expressly excluded. A copy of these General Terms and Conditions shall be provided free of charge upon request. The contents of the General Terms and Conditions may be amended by Westerman and the applicable version may be consulted at any time via the website: westermanlogistics.com.

1. Definitions

- 1.1. Additional Conditions: the additional conditions if and to the extent applicable in a case pursuant to Article 2.
- 1.2. General Terms and Conditions: these General Terms and Conditions of Westerman.
- 1.3. Article: an article of these General Terms and Conditions.
- 1.4. Services: any service performed by Westerman for a the Client on the basis of any agreement, including in any case Distribution, Forwarding, International Transport, Terminal depot and handling, Transport and Warehousing.
- 1.5. Distribution: the smaller national and/or international (to/from Benelux) transport by Westerman of the Goods from the moment the Goods leave the Warehouse or another departure point until the moment the Goods are delivered at their destination.
- 1.6. Forwarding: activities where transport orders from the Client are coordinated by Westerman and where execution is carried out by a third party, for the account and risk of Westerman. Deep sea activities are included in Forwarding.
- 1.7. Goods: the Client's goods in respect of which Westerman performs the Services.
- 1.8. International Transport: the transport of the Goods by Westerman to and from destinations outside the Benelux, commencing when the Goods leave the Warehouse or another point of departure, and ending when the Goods are delivered at their destination.
- 1.9. The Client: Westerman's counterparty to
 - (a) any quotation or offer to perform Services provided by Westerman
 - (b) any assignment to perform Services issued to and accepted by Westerman
 - (c) any agreement to provide Services signed by Westerman
- 1.10. Terminal depot and handling: the handling of containers at Westerman's terminal, with short-term interim storage of the (empty) container between arrivals and departures.

- 1.11. Transport: the larger national and/or international (to/from Benelux) of the Goods by Westerman, commencing when the Goods leave the Warehouse or another point of departure, and ending when the Goods are delivered at their destination.
- 1.12. Warehousing: the receipt, storage and stock management of Goods, as well as order processing, repackaging and preparing the Goods for shipment, the removal of the Goods until the Goods leave the Warehouse.
- 1.13. Warehouse: a warehouse used by Westerman for the performance of Warehousing.

2. Additional conditions

- 2.1. In addition to the General Terms and Conditions, the following Additional Terms and Conditions apply. In the event of any conflict between a provision of the Additional Terms and Conditions and a provision of the General Terms and Conditions, the provision of the General Terms and Conditions shall prevail, except insofar as it concerns mandatory provisions of the laws and/or treaties set out below.
- 2.2. Distribution, Forwarding, International Transport and Transport:
- All Distribution and Forwarding are subject to the Logistic Service Conditions drawn up by TLN and FENEX (LSV), filed with the District Court of Rotterdam [\[LINK\]](#).
 - All Forwarding shall be subject to the Dutch Forwarding Conditions FENEX, filed with the District Courts of Amsterdam and Rotterdam in accordance with article 4 LSV [\[LINK\]](#).
 - Forwarding in Sweden is subject to the General conditions of the Nordic Association of freight forwarders 2015 (NSAB) in addition to the LSV [\[LINK\]](#).
 - Transport by road is subject to the General Transport Conditions 2002 (AVC 2002), filed with the District Courts of Amsterdam and Rotterdam in accordance with Article 3 LSV [\[LINK\]](#).
 - National road transport in Sweden is governed by the Swedish Act 1974:610 in addition to the AVC [\[LINK\]](#).
 - International carriage by road is subject to the "Convention on the Contract for the International Carriage of Goods by Road" (CMR) in addition to the AVC [\[LINK\]](#).
 - For national and international transport by inland waterways, in addition to the LSV, the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI) [\[LINK\]](#) and the Transport Conditions BV2016 of the Central Bureau for Rhine and Inland Navigation (CBRB) [\[LINK\]](#) apply
 - For national and international rail transport, in addition to the LSV, the Convention concerning International Carriage by Rail of 1 December 2010 (COTIF) [\[LINK\]](#), including the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) of 1 May 2016 [\[LINK\]](#) apply
- 2.3. Terminal depot and handling:

- All Terminal depot and handling are subject to the VITO conditions Intermodal barge transport inland terminal operators [\[LINK\]](#).

2.4. Warehousing:

- All Warehousing is subject to the Logistic Service Conditions drawn up by TLN and FENEX (LSV), filed with the District Court of Rotterdam [\[LINK\]](#).

3. Mode of transport

- 3.1. Westerman is entitled to determine the mode of transportation in the context of the Services.
- 3.2. If Westerman and The Client have agreed on a certain mode of transport, Westerman will be entitled to unilaterally change that mode of transport.
- 3.3. Which mode of transport takes place or has taken place will be determined on the basis of actual performance. On that basis, it will be determined, for example, which Additional Conditions and rates apply.

4. Conclusion of agreements

- 4.1. An agreement between Westerman and the Client will only be concluded after Westerman has validly signed such an agreement, or if an offer or quotation has been made by Westerman and accepted by the Client, after Westerman has sent an order confirmation or has commenced performance of the relevant assignment.

5. Information obligations Principal

- 5.1. The Client shall provide Westerman with all information and documents necessary for the performance of the Services. The Client guarantees the completeness and correctness of this information and documents, as well as for its timely submission. The information necessary for loading and unloading must be affixed to the Goods in such a way that it is immediately and clearly legible for the carrier, forklift operator or any other executor.
- 5.2. The information and documents referred to in the previous paragraph shall in any case include those relating to appropriate load securing. This shall in any case include the type, numbers and dimensions of the cargo units, the gross weight and, if applicable, the ADR data.
- 5.3. Shippers offering dangerous goods for transport guarantee to comply with their legal obligations. In addition to the standard fee for ADR handling, Westerman reserves the right to charge additional costs, such as those of ferries or tunnels. The Client must disclose the UN number and substance name of the dangerous goods to Westerman in writing.

6. Other obligations The Client

- 6.1. Unless otherwise agreed, the Goods are normal, non-hazardous trade goods. The Client warrants that and is responsible for adequate packaging suitable to withstand the risks of performing the Services.
- 6.2. Claims must be submitted in writing within seven (7) days after discovery of loss or damage was reasonably possible, via claims@westermanlogistics.com. In case of loss or damage that is immediately visible at the time of delivery, it must be reported to Westerman in writing within 24 hours. Failing this, the Goods will be deemed to have been delivered by Westerman in the same condition in which Westerman received them.
- 6.3. If the driver performs loading and unloading on the instructions of the Client, the sender or the consignee, the Client shall at all times be liable for any damage resulting from the instructions regarding loading and unloading.
- 6.4. Load securing is carried out on the instructions of the sender or shipper. The Client guarantees that those instructions are in accordance with the applicable laws and regulations. The Client is liable for all costs and damages arising from such load securing.
- 6.5. If a shipment is to be loaded or unloaded by means of the vehicle's tailgate, The Client guarantees that the maximum weight per pallet is 1,200 kg.
- 6.6. Unless the Client has expressly requested Westerman to verify the gross weight of the cargo in accordance with article 8 paragraph 3 CMR, the Client remains responsible for any overloading. The Client shall be liable for all costs and damages arising therefrom, including those resulting from vehicle immobilisation, fines and legal costs.
- 6.7. The Client always remains responsible for the completeness, content and administration/handling of documentation concerning the loads. The Client shall at all times be liable for any (delay) damage arising in connection therewith. This includes, in any case, the documents referred to in article 10.11.
- 6.8. The Client is obliged to take appropriate technological and organisational measures to prevent breakdowns, viruses or other circumstances (such as data loss, downtime) in The Client's ICT environment that could negatively affect the performance of the Agreement. These measures include at least the use of up-to-date antivirus software, firewalls, encryption of sensitive data, regular system updates, and where necessary duplication, regular backups and acceptable restore times.
- 6.9. If there is a malfunction, virus or other circumstance in the ICT environment that may negatively affect the performance of the Agreement, the Client shall immediately inform Westerman and take all possible measures to prevent or at least limit the negative consequences for the performance of the Agreement.
- 6.10. The Client shall promptly inform Westerman of organisational and personnel changes within the Client's organization insofar as relevant in the context of the Agreement.
- 6.11. The Client will be obliged to provide (additional) securities at Westerman's first demand for all that it owes or will owe to Westerman.
- 6.12. Westerman may exercise a right of retention against any person for any claim it has or will have against The Client or a third party in connection with the Services.

- 6.13. The Client grants Westerman a right of pledge on all that Westerman has or will have in its possession in connection with the Services, for any claim Westerman has or will have against The Client in connection with the Services.
- 6.14. Costs arising from the Client's failure to comply with any obligation under these General Terms and Conditions, the Additional Terms and Conditions and/or any other agreement or legal relationship with Westerman will be for the Client's account and may be charged in full by Westerman.
- 6.15. The Client shall be liable for all damages incurred by Westerman as a result of the Client's failure to comply with any obligation under these General Terms and Conditions, the Additional Terms and Conditions and/or any other agreement or otherwise.

7. Payment conditions

- 7.1. The Client shall at all times remain jointly and severally liable for the timely payment of invoices of Westerman in accordance with the terms and conditions applicable between Westerman and the Client, even if Westerman, at the Client's request, (actually) charges certain costs to a third party, e.g. pursuant to agreed delivery terms.
- 7.2. The payment term of an invoice is fourteen (14) days, unless another term has been agreed.
- 7.3. The payment term of an invoice for costs advanced by Westerman is eight (8) days.
- 7.4. Payment terms are deadlines within the meaning of article 6:83 sub a of the Dutch Civil Code.
- 7.5. In case of exceeding a term of payment Westerman will be entitled to charge interest and collection costs to the Client, whereby the Client must fully reimburse the actual collection costs (whether or not extrajudicial).
- 7.6. Signed waybills shall not be sent with the invoice unless expressly agreed otherwise. The absence of a waybill shall not affect the due date and payment term of an invoice.
- 7.7. The parties may agree further specifications to be mentioned by Westerman on the invoice. The absence of such specifications will not affect the due date or payment term of an invoice.
- 7.8. If the Client disputes (the amount of) an invoice, the Client shall notify Westerman in writing within eight (8) days after receipt of the invoice.
- 7.9. A submitted dispute or complaint regarding an invoice or Goods does not affect the due date and payment period of (the disputed part of) the relevant invoice.
- 7.10. Delay in invoicing by Westerman shall never be deemed a waiver of any of Westerman's Rights.
- 7.11. The Client will not be entitled to offset or suspend any amount owed to Westerman, regardless of the reason.

- 7.12. All amounts the Client owes or will owe Westerman in connection with the Services performed or to be performed by Westerman will be immediately due and payable if Westerman prematurely terminates [opzeggen] or dissolves [ontbinden] the relevant agreement as a result of a circumstance attributable to the Client, without prejudice to Westerman's right to claim damages.

8. Rates

- 8.1. All rates quoted are in Euros and exclusive of VAT. The Client shall at all times remain liable for all government levies, including those payable upon import of Goods into any country.
- 8.2. All quotations are based on current rates, tariffs, employment conditions and fuel prices.
- 8.3. Westerman is entitled to index the rates annually with effect from 1 January.
- 8.4. Westerman shall calculate the indexed rates within 4 weeks after the relevant index figures have been published and shall inform the Client of the indexed rates in writing as soon as possible. Delays in calculating or communicating the indexed rates will not affect the effective date for the indexed rates of 1 January.
- 8.5. Westerman will be entitled to adjust the Rates in the interim in case of extraordinary and unforeseeable cost increases due to e.g. government measures (both domestic and foreign), rate increases by third parties and exchange rate changes. Westerman shall inform the Client in writing of the interim changed Rates as soon as possible.

9. Rate calculation method

- 9.1. Basis of calculation

1 package	=	maximum 35 kg
1 bike	=	195x25x123cm - maximum 35 kg
1m ³	=	330kg
1 half pallet	=	60x80x200cm - maximum 370kg
1 europallet	=	120x80x220cm - maximum 740kg
1 block pallet	=	120x100x220cm - maximum 925kg
1 loading meter	=	maximum 1,850kg

The minimum of a tier is the maximum of the preceding tier.

- 9.2. Any booking cancelled by the Client on the day of loading/performance will be charged 100% of the price, unless otherwise agreed.
- 9.3. For any booking cancelled by the Client 24 hours before loading/performance, 100% of the rate will be charged, unless otherwise agreed. This also applies to shipments that are

found to be defective when the wagons are loaded where the sender can be identified as the cause. In addition, this rule applies to return shipments where unsuccessful attempts have been made to collect the Goods.

- 9.4. A second delivery of a shipment, not caused by Westerman (i.e. between 8 a.m. and 5 p.m. or the times you specify), will be charged again at 100% of the shipment rate.
- 9.5. Rates for returns are charged at 150% of the rate for a delivery.
- 9.6. Rates for all of Belgium exclude 7% Belgian toll unless otherwise indicated in the quotation. Rates for all of Germany exclude German maut, unless otherwise indicated in the quotation.
- 9.7. The fee for a gas measurement is €100.00 per container.
- 9.8. The fee for mechanical venting is €125.00 per container.
- 9.9. If The Client has several orders per day for the same recipient, they should be booked as one transport order. There will be no consolidation in invoicing.

10. Surcharges

10.1. Load-unloading times

The following loading and unloading times apply for shipments, depending on the number of loading meters.

Shipment up to 1 loading meter	10 minutes loading/unloading
Shipment up to 3 loading meters	30 minutes loading/unloading
Shipments up to 13 loading meters	60 minutes loading/unloading

If the actual loading or unloading time exceeds the aforementioned times, Westerman will charge additional costs. This will be € 60.00 per hour, calculated in frames of 15 minutes, unless otherwise agreed. There is a maximum of € 600.00 per waiting day.

- 10.2. Rates are based on loading and unloading between 8:00 and 18:00. For just-in-time shipments or deliveries before or after a specific time, Westerman reserves the right to charge time shipment surcharges. Surcharges vary based on the required time frame.

Surcharges for just-in-time shipments in the Netherlands, Belgium and Scandinavia are:

Fix loading / Delivery € 80.00 surcharge

Time period 1 hour € 65.00 surcharge

Time period 2 hours € 60.00 surcharge

Time period 4 hours € 45.00 surcharge

- 10.3. Shipments to Scandinavia are subject to a weekend surcharge, unless otherwise agreed in writing. This surcharge is applied as follows:

Loading on Thursday for delivery on Monday: €125.00 surcharge.

Loading on Friday for delivery on Monday: €250.00 surcharge.

- 10.4. For shipments that need to be reported in Transporeon or another booking system, The Client will be charged €5.00 administration fee per shipment.
- 10.5. Surcharges for countries other than those mentioned in the quotation are available on request.
- 10.6. Distribution rates for the Netherlands apply for the entire country, except for zones where it is not allowed to deliver with a distribution truck for legal reasons (e.g. Amsterdam city ring, Wadden Islands and ZE zones). These are subject to a 100% surcharge on the NL delivery rate.
- 10.7. A surcharge of €5.00 per order is charged if orders have to be entered manually.
- 10.8. Requesting a Proof of Delivery (POD) costs €8.50 per request, if the POD was available in the portal.
- 10.9. Registering shipments with the recipient costs €8.50 per shipment.
- 10.10. Declaration of dangerous goods must be available from Westerman by 12:00 on the day of loading. Surcharges vary by country and type of dangerous goods.
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| (a) | Benelux: | € 45.00 per shipment |
| (b) | Sweden, Denmark, Norway: | € 95.00 per shipment |
| (c) | Denmark postcode 50 to 99: | € 50.00 per shipment |
| (d) | Finland: | Based on class and weight on request |
| (e) | ADR sticker: | € 60.00 per sticker set |
- 10.11. Different document fees are charged depending on the type of document and information required.
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| (a) | T1 | € 60.00 per document |
| (b) | T2 | € 50.00 per document |

(c)	Additional post/hs code on T2	€ 8.50 per code
(d)	Export document	€ 50.00 per document
(e)	Additional post/hs code on export document	€ 8.50 per code
(f)	Customs clearance code	€ 90.00 per document / 1 HS
(g)	Additional post/hs code on clearance code	€ 20.00 per additional HS
(h)	Fiscal representation (DV contract)	€ 100.00 per representation
(i)	Advance commission	4.5% of customs charges

10.12. The minimum freight amount per collection day is set at €45.00.

10.13. A surcharge applies for shipments to and from Scandinavia, depending on the region.

(a)	BE-10-49	6%
(b)	BE 50-59, 66-69,90-99	10%
(c)	BE 60-65, 70-89	15%

10.14. A surcharge applies to tailgate deliveries for shipments under 4 pallets to and from the following countries. For shipments larger than 3 pallets, delivery with tailgate is possible on request at rates to be determined.

(a)	Denmark	€ 75,00
(b)	Sweden	€ 75,00
(c)	Norway	€ 75,00
(d)	Finland	€ 95,00

10.15. Westerman is entitled to apply a diesel surcharge on the Distribution. The percentage diesel surcharge will be determined per the first of the month for that particular month. The minimum percentage is 0%. The current diesel base price can be consulted at <https://www.unitedconsumers.com/brandstofprijzen>.

11. Property and liability insurance Westerman

11.1. Westerman shall not be obliged to insure the Goods, unless explicitly agreed otherwise. The Client is obliged to adequately insure the Goods itself.

11.2. Westerman shall never be liable for consequential damages or losses of the Client. Westerman shall not be liable for direct damages or losses of the Client, unless and only to the extent such liability arises from the Additional Conditions.

- 11.3. The Client shall indemnify Westerman against any claim that a third party may have against Westerman in connection with the Services.

12. Lead times

- 12.1. All mentioned lead times are indicative and are not guaranteed by Westerman. Westerman will never be liable for delays in lead times.
- 12.2. These lead times apply to shipments to and from the mainland. Special lead times apply for shipments to islands.
- 12.3. The lead times apply only to normal 5-day working weeks without public holidays and driving bans. This takes into account the country of loading, unloading and transit, both weekdays and weekends.
- 12.4. The day of loading and unloading shall be included in the number of working days making up the term.

13. Supervised parking

- 13.1. In cases where overnight parking is provided by the driver, a non-secured parking facility shall be used unless expressly agreed otherwise.

14. Cash on delivery

- 14.1. Westerman does not deliver under cash on delivery (COD) terms.

15. Packaging

- 15.1. Westerman only exchanges booked Euro pallets registered in the order under the packaging unit EUR. Other packaging will not be exchanged.
- 15.2. Of the exchanged pallets, Westerman shall return 85% to the Client.
- 15.3. A summary of packaging records can be provided periodically upon request.
- 15.4. Euro pallets shall not be exchanged and registered for deliveries to and from Scandinavia.

16. Receiving and unloading containers

- 16.1. The Client is responsible for verifying whether containers have been 'fumigated' or not. The Client shall notify Westerman in writing no later than the working day (before 15:00) preceding the receipt by Westerman of the container whether a container has been fumigated or not.
- 16.2. If the container has not been fumigated, the Client shall provide a certificate proving that the container has not been fumigated.

- 16.3. If the container is fumigated, either a certificate of degassing not older than 2 hours must be handed over upon arrival at Westerman's premises, or a certified inspector must be present at the start of unloading to take measurements.
- 16.4. Any additional costs resulting from non-compliance with the provisions of the previous paragraphs of the article are for the Client's account and will be charged by Westerman.
- 16.5. Westerman is not liable for waiting hours charged by the carrier due to ambiguities in defumigating.

17. Shipments to and from Scandinavia

- 17.1. Shipments to and from Scandinavia must be reported to Westerman by the Client at least 1 working day before pick-up date, no later than 14:00 (import) / 16:00 (export groupage), 14:00 (FTL groupage). After 16:00 on request.

18. Valuable shipments

- 18.1. The Client guarantees that the value of a shipment to be transported is maximum €50,000. If a shipment has a value of more than €50,000, Westerman does not guarantee that it can perform the performance of the Services in accordance with the terms agreed between the parties.
- 18.2. If the value of a shipment exceeds €50,000, the Client shall notify Westerman in writing prior to the performance of the transport. If expressly requested by the Client, Westerman shall endeavor to take out additional insurance for this shipment at the Client's expense.

19. Other provisions

- 19.1. All offers, quotations, communications, acceptances, agreements, these General Conditions and other legal relationships (including whether a legal relationship exists) in connection with the Services shall be governed by Dutch law.
- 19.2. Any disputes arising from offers, quotations, communications, acceptances, agreements, these General Terms and Conditions and other legal relations in connection with the Services shall be submitted exclusively to the competent court of the District Court of Overijssel, location Zwolle, including the preliminary relief judge.
- 19.3. If any provision from any agreement between Westerman and the Client (including these General Terms and Conditions) is declared invalid or non-binding by the court or otherwise proves to be invalid or non-binding, the validity and meaning of the other provisions shall not be affected. The parties shall consult to replace the non-binding provision with a provision that is binding and that deviates as little as possible from the non-binding provision, also in view of the purpose and purport of the provision and the agreement concerned.