
Conditions

▪ **Applicable Conditions**

All transactions are subject to the Dutch Forwarding Conditions, including arbitration clause, in the latest version deposited by FENEX at the Registry of the District Court at Amsterdam, Arnhem, Breda and Rotterdam.

The general conditions are available for inspection at all time and can be consulted via www.fenex.nl which will be sent to you upon request. In the situation where Schenker Logistics Nederland B.V. is acting as a carrier, transporting goods by road/sea/air/rail the transport is subject to the (mandatory law) rules and conditions to which the relevant transport document (sea-/air-waybill, B/L, bill of lading etc.) refers. Schenker Logistics Nederland B.V. is not bound by any deviation from these conditions, unless such a deviation has been agreed in writing, approved and signed by an authorized Schenker Logistics Nederland B.V. representative.

▪ **Limited liability**

It is very important to emphasize that the responsibility for the transportation and shipping is limited. The consequence of the limited liability is that, although the shipper/carrier may be liable for a claim, this liability often does not cover the shipment value. We strongly recommend to insure the goods for transport risks in order to obtain full cover of the actual value of the goods being transported. As a service to our customers, Schenker Logistics Nederland B.V. can arrange cargo insurance at very competitive rates and favorable terms.

▪ **Consequential loss**

Schenker Logistics Nederland B.V. is only liable for physical damage to or loss of goods in its charge and therefore not for consequential loss. This is regardless of whether or not Schenker Logistics Nederland B.V. was aware that such damage could occur. Schenker Logistics Nederland B.V. defines consequential loss as; loss of revenue, profits, interest, usefulness, loss of market or goodwill, creation of additional costs, etc.

▪ **Claim**

Every claim (demand for compensation) should be submitted in writing by the consignor and sent to the responsible office within 30 days after the day of delivery of the shipment or the day that the shipment would be delivered. Any this period, every claim against Schenker Logistics Nederland B.V. will be expired.

Notwithstanding the above, a claim for compensation because of loss or damages will not be processed, until all freight costs have been paid. The amount of the claim cannot be deducted from any freight costs or other costs due to Schenker Logistics Nederland B.V..

▪ **Restrictions**

Schenker Logistics Nederland B.V. reserves the right to cease the transportation of a shipment after acceptance at any time when such a shipment could possibly cause damage or delay other shipments, equipment or personnel, or where service or parts thereof are prohibited by any law or regulation. This including but not limited to American law, the law of the European Union or national regulations. And including but not limited to the laws and regulations relating to the fight against terrorism and embargoes. If this is the case, Schenker Logistics Nederland B.V. is entitled - at its own discretion and at any time - to cancel the service partly or entirely, without notice and without incurring any liability to the customer whatsoever. Any costs that may arise, will be charged to the principal.

▪ **Mandatory law**

All conditions agreed between parties shall be governed by Dutch law. If any provision of these terms, a provision that is referred to or a provision of Dutch law, is in violation with a provision stated in the Convention or with other treaties, applicable laws, government regulations, orders or requirements, which by agreement between parties cannot be deviated from, the provision will be declared invalid. The invalidity of any provision, shall not affect the validity of the remaining provisions.

▪ **Applicable Law / Jurisdiction**

All legal relations to which these conditions apply shall be exclusively governed by Dutch law. Disputes shall be exclusively submitted to the court in Amsterdam or Rotterdam.

▪ **Transportratio**

1 cbm = 333 kgs
1 LDM = 1850 kgs
1 Europallet = 750 kgs

▪ Credit limitation: 2% over invoice amount (This can be waved when payment occurs before mentioned payment date)

▪ Advance payment fee: 2% over import duties en BTW

▪ Our quote is based on current prevailing rates, exchanges and circumstances.

Rates subject to unforeseen circumstances which influence the level and structure of rates, costs and services.

We keep the right to amend our proposal in case such unforeseen circumstances will occur.

▪ For quotations with validity longer than one month, confirmation of approval in written should be done within 14 days after quotation date, in case this does not happen the quotation is invalid.

▪ All packing material made of wood needs to be treated and marked according to the guidelines of ISPM 15.

This is also applicable for used loose wood. These guidelines and countries where this is applicable can be found on the website of the "International Plant Protection Convention" <http://www.ipc.int> or www.smhv.nl.

▪ IMO cargo on request only and subject to acceptance by the shipping line.

▪ The rates quoted are excluding import duties, V.A.T.

▪ Without your specific order, your cargo is not insured.

▪ The invoice will be in Euro's.