

Air freight Import

General terms:

• **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 at all time available for inspection, can be consulted via www.fenex.nl and will be sent to you upon request. In the situation where DB Schenker 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. DB Schenker is not bound by any deviation from these conditions, unless such a deviation has been agreed in writing, approved and signed by an authorized DB Schenker 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 you 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, DB Schenker can arrange cargo insurance at very competitive rates and favorable terms.

• **Consequential loss**

DB Schenker is only liable for physical damage to or loss of goods in its charge and therefore not for consequential loss. This is also regardless of whether or not DB Schenker was aware that such damage could occur. By consequential loss is understood for example loss of revenue, profits, interest, usefulness, loss of market or goodwill, creation of additional costs, etc.

• **Claim**

Any claim (claim for compensation or damages) 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. After this period, any claim against DB Schenker is 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 DB Schenker.

• **Restrictions**

DB Schenker reserves the right to cease the transportation of a shipment after acceptance at any time when such a shipment could possibly cause damage to or delay other shipments, equipment or personnel, or where service or parts thereof are prohibited by any law or regulation, including but not limited to American law, the law of the European Union or national regulations, including but not limited to the laws and regulations relating to the fight against terrorism and embargoes. If this is the case DB Schenker 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 other treaties, applicable laws, government regulations, orders or requirements, which by agreement between parties cannot be deviated from, that provision is void. The invalidity of any provision, shall not affect the validity of the remaining provisions.

- **Applicable Law / Jurisdiction**

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

- Our quote is based on present currency, rates, working conditions and fuel rates. In case of an increase in cost-determining factors, we reserve the right to interim adjust our rates.
- We will charge you the air freight cost against the official rate of exchange of the Thomson Reuters, based on 2 days before arrival of the shipment at the airport (=manifest date), plus 12% collection fee with a minimum of EUR 12.00 per shipment.
- The rates quoted are excluding import duties, V.A.T. at import, other possible taxes and advance charges of 2% over paid duties and taxes.
- All rates regarding air freight are based on a volume ratio of 1:6 (1cbm = 167 kgs) and can only be guaranteed if the shipments are arranged via Schenker International B.V., or with a signed routing order.
- Transportation will take place with a carrier of our choice.
- The rates are only valid for activities during normal working hours.
- The rates are not applicable to: oversized cargo, dangerous cargo, valuable cargo, perishables, human remains and other shipments that require a special handling.
- If you agree to our quotation, please book your first shipment at our department Import Air Freight, after which we will activate our offer.
- Terms of payment: within 30 days after the date of the invoice for holders of a Schenker account; if any, we will request payment in advance before the delivery of the goods.
- Credit limit: to be agreed.