

## General conditions of carriage Transvenlo

### **1. General**

- i. By accepting the transportation order, carrier also agrees to, and declares to have taken full notice of these General conditions of carriage. Any conditions on the part of the carrier are herewith expressly rejected.
- ii. Transvenlo acts exclusively as forwarder for the account and risk of its customer(s). In the unlikely event that a dispute arises about the capacity in which Transvenlo acts, or about the applicability of specific conditions, then it is reserved exclusively to Transvenlo to make a decision in this respect.
- iii. All mutual agreements must be in writing. Transvenlo reserves the right not to be bound by telephone communications, typographical errors or obvious mistakes.

### **2. Transportation**

- i. In case of delays or other irregularities during loading, unloading or during the transportation, Transvenlo must be informed immediately.
- ii. Loading with clean, dry and smell free trailers is mandatory
- iii. It is not allowed to reload or cross-dock the cargo without prior written approval of Transvenlo.
- iv. The cargo should never be left unattended and the use of secured parking areas is mandatory.
- v. Neutral loading and unloading in order of Transvenlo is mandatory.
- vi. Europallets or any other kind of loading aids have to be exchanged directly at the loading and/or unloading address, unless otherwise stated in a written agreement.
- vii. The cargo must be delivered in the same conditions as loaded on the loading address. It is not allowed to stack or unstack the cargo without prior written approval of Transvenlo.
- viii. Without prior written approval of Transvenlo, it is strictly prohibited to outsource this transportation order to a third party.

### **3. CMR**

- i. Box 16 of the CMR should contain the company name of carrier. Upon receipt of the freight documents, the driver should check this immediately. If the name of Transvenlo is entered here, it should be removed and replaced with the name of carrier.

### **4. Quality requirements**

- i. Carrier declares and guarantees to possess all valid transportation licenses, its drivers are adequately qualified and have a valid driver's license issued in the country where carrier is registered.
- ii. Carrier guarantees a professional, correct and representative attitude of its drivers. Driver(s) must at least be able to make themselves understandable in English, or in the language of the country of loading or unloading.
- iii. Carrier guarantees that the driver(s) will unconditionally comply with the (safety) instructions and standards that must be followed with regard to the transportation, including loading and unloading, as well as any (safety) instructions provided on site.
- iv. If requested to, the driver will take care of the loading and/or unloading of the cargo with the equipment provided for this purpose at his own risk.

*Any instructions, including instructions pertaining to the performance of any customs and tax formalities, shall only be accepted by us as instructions for the performance of freight forwarding services which shall be exclusively subject to the Dutch Forwarding Conditions, except for contracted storage and ancillary services which shall be exclusively subject to the FENEX Terms and Conditions for Value Added Logistics. The conditions, latest versions to apply including the respective arbitration clauses, shall be supplied upon first request, are available via the Rotterdam court registry and may be downloaded, printed and stored via our website: <https://transvenlo.com/voorwaarden/> Additionally, as long as not contradictory to aforementioned terms and conditions, the Additional Terms and Conditions of Transvenlo B.V. are applicable.*

## **5. Laws and regulations**

- i. Carrier confirms unconditional compliance with the Foreign Nationals in Professional Goods Transport Act and the Minimum Wage Act, both in the Netherlands and in other countries where laws or regulations to the same effect apply.
- ii. Carrier therefore explicitly declares and guarantees that carrier, as well as any third parties engaged by carrier, will pay the employees involved at least the minimum wage applicable in the countries in which the transportation occurs or through which the transportation crosses. Carrier is aware that this is entirely its responsibility, and fully indemnifies Transvenlo for all possible claims by third parties such as governments, for the consequences of any violation of minimum wage legislation in any country.
- iii. Carrier declares and guarantees that the employed equipment complies with the most recent European regulations relevant to execution of this transportation order. Carrier also guarantees that the employed equipment is sufficiently equipped, in accordance with the regulations regarding loading security, for which sufficient anti-slip mats and/or corner protectors and/or straps are present and used.

## **6. Insurance and damaging**

- i. By accepting the transportation order, carrier confirms that it has fully insured all liabilities that may arise from the transportation order, and that all premiums for these insurances have been paid in time and in full.
- ii. Transportation under CMR conditions is mandatory.
- iii. The cargo should never be left unattended and the use of secured parking areas is mandatory
- iv. Carrier guarantees for transportation of theft sensitive cargo (such as electronic goods) that the cargo is secured against loss/theft and that all possible measures are taken to prevent loss/theft.
- v. If damaging does occur, or if possible damaging has occurred, carrier must immediately notify Transvenlo by telephone and deliver a written report to Transvenlo within 24 hours at the latest.

## **7. Invoicing and payment**

- i. Transportation invoices should always be accompanied by all relevant bills of lading and CMR's.
- ii. The transportation reference as shown on the transportation order send by Transvenlo needs to be clearly stated on the transportation invoice.
- iii. In case the transportation reference and/or CMR's are missing or incomplete, the transportation invoice will not be processed.
- iv. Payment will be effected no later than 45 days after correct receipt of invoice and all related documents.

## **8. Confidentiality and relationship clause**

- i. Carrier, as well as any third party engaged with the explicit prior approval of Transvenlo, is bound to strict confidentiality regarding all aspects of the transportation order. Carrier is not permitted to provide information of any kind in this regard to third parties.
- ii. Carrier is obliged to be neutral at all times. It is strictly forbidden for carrier to contact in any commercial way, to propose a cooperation or in any other way (attempt) to enter into a contract with the client of Transvenlo, as well as the shipper and/or the consignee of the cargo.

*Any instructions, including instructions pertaining to the performance of any customs and tax formalities, shall only be accepted by us as instructions for the performance of freight forwarding services which shall be exclusively subject to the Dutch Forwarding Conditions, except for contracted storage and ancillary services which shall be exclusively subject to the FENEX Terms and Conditions for Value Added Logistics. The conditions, latest versions to apply including the respective arbitration clauses, shall be supplied upon first request, are available via the Rotterdam court registry and may be downloaded, printed and stored via our website: <https://transvenlo.com/voorwaarden/> Additionally, as long as not contradictory to aforementioned terms and conditions, the Additional Terms and Conditions of Transvenlo B.V. are applicable.*