

Applicable terms and conditions

Following conditions apply to our services:

1. CMR contract
2. Dutch Forwarding Conditions (Nederlandse Expeditie Voorwaarden)
3. Supplementary general terms and conditions

Supplementary general terms and conditions of Beijer Internationale Expeditie BV

Article 1. Definitions

- 1) For transport and storage, BEIJER = Beijer Internationale Expeditie BV established at Kampenstraat 21, Oldenzaal, KvK 06057677.
- 2) For customs business, BEIJER = Beijer Douane Expeditie BV established at Kampenstraat 21, Oldenzaal, KvK 06043124.
- 3) Client: any natural or legal person giving BEIJER an assignment.
- 4) Assignment: goods to be transported including packaging material.

Article 2. Offers

- 1) All offers by BEIJER are without obligation and subject to any typing errors.
- 2) Rates in offers by BEIJER are valid for regular commodities and are exclusive of VAT and other surcharges (article 7), unless otherwise indicated.
- 3) Offers are only valid for adequately packed goods, loaded on pallets compatible with international transport.
 - Each pallet should be labelled.
 - Goods should be packed within the correct pallet size.
 - The Client is responsible for adequate packaging for international transport.
- 4) Pallets are not exchanged unless explicitly agreed previously.
- 5) Every Client should be solvent during the whole contractual period. Additionally, BEIJER remain entitled to withdraw an offer at any moment if a Client turns out to be insolvent.
- 6) Offers are excluding custom formalities, unless otherwise agreed on in writing.
- 7) Unless otherwise agreed upon in writing, all prices stated by BEIJER are valid up to and including 31st December of the year they were provided by BEIJER.
- 8) For offers regarding storage and logistic actions, the Dutch warehousing conditions terms are applicable, click [here](#).
- 9) For each assignment there is to be 1 loading and 1 unloading address.

Article 3. Invoicing and terms of payment

- 1) Invoices are made available to Client by BEIJER digitally (PDF) by e-mail.
- 2) Payment of invoices must be made within 14 days after invoice date, in euros, unless otherwise agreed upon in writing.
- 3) Costs for among other things import duties, taxes and other governmental surcharges, are usually charged to the Client in advance.
- 4) After the invoice amount has been credited to our account, the service will be executed.
- 5) Claims, if any, will not suspend payment obligations to BEIJER and do not entitle Principal to settlements.
- 6) In case of overdue payments, Clients owes the legal trade interest. If BEIJER needs to take (non) legal actions in connection with non-timely payments, including sending a single reminder, all ensuing costs are borne by Client and amount to at least 15% of the outstanding claim with a minimum of € 150.

Article 4. Registering, loading, lead times and times of departure

- 1) Registering the (transport) Assignment takes place one day before loading before 12.00 hours at the latest.
- 2) All activities take place on working days unless otherwise agreed.
- 3) The consignor/consignee loads/unloads himself and is consequently responsible for securing and stowing of the goods, unless otherwise agreed. The consignor needs to inform consignee about this.
- 4) The loading address will be held responsible for the correct completion of the delivery note (CMR).
- 5) The regular departure days and lead times may be influenced by loading or unloading with auto-lift, transport of dangerous substances or length transport.
- 6) In addition, lead- and departure times may differ in case of (inter) national holidays or if BEIJER needs to perform customs related activities.
- 7) The Client must enquire timely after specific lead times and departure days in order to prevent delays or late deliveries.
- 8) BEIJER is not liable for any damages suffered by Client regarding aforementioned points.

Article 5. Dimensions and volumes

- 1) When pricing, BEIJER charges:
 - a) the actual weight, or
 - b) the volume weight of an Assignment, or
 - c) makes use of loading meters. A loading meter is 240 x 100cm.
The calculation method is stated on the valid quotation.
- 2) By "Length goods" is meant any Assignment regardless the number of packages in the Assignment, of which 1 package has a length of 240cm or more. In this case there will be an additional charge which is to be agreed upon.

Article 6. Freight transport insurance

- 1) Goods are not insured by BEIJER during transport.
- 2) BEIJER advises to decide if a freight transport insurance should be concluded by assessing the value of the goods. The Dutch Forwarding Conditions (Nederlandse Expeditie voorwaarden) apply for these activities.
- 3) At the written request of Client, BEIJER may conclude a freight transport insurance before starting the transport, at a premium to be agreed upon.
- 4) In accordance with the CMR contract, BEIJER is not liable for any consequential damages.

Article 7. Surcharges and other costs

Unless agreed upon in writing, following surcharges, transactions or costs are not included in the offer:

- 1) Fuel surcharge (variable) .
- 2) Waiting hours. Waiting hours during loading and unloading, which cannot be attributed to BEIJER, are passed on to Client at €60 per hour. Following loading- unloading times are included:
 - to be loaded or unloaded < 3 loading meters up to 0,5 hours maximum.
 - to be loaded or unloaded => 3 loading meters and =< 10 loading meters up to 1 hour maximum
 - >10 loading meters up to a maximum of 2,0 hours.
- 3) Costs for loading and unloading by auto-lift. International hauliers are not equipped with an auto-lift as a rule. If Client needs the Assignment to be transported in a haulier with an auto-lift, BEIJER will charge him additionally.
- 4) Costs for providing a Proof Of Delivery (POD) by BEIJER is to be agreed upon.
- 5) For ADR goods a surcharge is calculated. This surcharge is to be agreed upon. In case of transport of dangerous substances, Client must timely inform BEIJER in writing.
- 6) In case of a time delivery, a surcharge is due. This surcharge is to be agreed upon.
- 7) For any second delivery a surcharge is due. This surcharge is to be agreed upon.
- 8) Additional costs for conditioned transport, returns, or width transport are to be agreed upon.

Article 8. Cancellation

For cancellation of Assignments (so called "Error cargo") 100% of the applicable rate will be invoiced.

Article 9. Settlement

The client is not entitled to settle or suspend a claim with any outstanding invoices of BEIJER.

Article. 10 End

Any purchase- or other terms of Client are explicitly rejected, unless recognized and confirmed in writing by BEIJER.