

General Terms and Conditions

CONTINENT Internationaal Expeditiebedrijf B. V.

General:

The following apply to all our activities, depending on the nature of the activities, in addition to Dutch law:

- For the transport of goods by road: the General Conditions of Transport 2002, filed at the Registry of the District Courts of Amsterdam and Rotterdam. In case of cross-border transport of goods by road, in addition to the CMR Convention;
- Payments: the general payment terms of the Dutch Transport Operators Association (*Transport en Logistiek Nederland*), filed on 2 July 2002 at the Registry of the District Court in The Hague, deed number 69/2002, apply to any activities which do not fall under the above-mentioned conditions.

The last filed version of the above-mentioned terms and conditions will at all times apply.

The complete General Conditions of Transport / CMR Conditions and general terms of payment are available on request or are open to inspection at the office of Continent Internationaal Expeditiebedrijf B.V.

Liability:

Continent Internationaal Expeditiebedrijf B.V.'s liability is regulated in accordance with the above-mentioned terms and conditions. This liability is restricted. The coverage amounts to: The General Conditions of Transport state a liability of € 3.40 per kilo gross weight. The CMR conditions state a liability of 8.33 Sdr – approx. € 10.- per kilo gross weight.

As our liability is limited, we advise our customers to take out a transport insurance themselves to insure the goods to be transported at their full value. This means that payment will be made for damages above the amount of our maximum liability and when we are not liable for the damage (i.e. in the event of force majeure).

Rates:

Our rates apply per calendar year or part thereof. We reserve the right to modify our rates before the end of the year if rate-determining factors increase significantly.

Instruction:

Instructions must be given in writing. Continent Internationaal Expeditiebedrijf B.V. cannot be held liable for any inaccuracies after oral notification or notification by telephone.

Shipments with incorrect or incomplete addresses cannot be delivered in time.

Cancellation:

When a shipment is cancelled on the day of collection we will be forced to charge you 70 percent of the agreed freight rate.

Loading / unloading:

Places of loading and unloading must be reachable by truck. The shipper / receiver will unload the goods and will be liable for any damage that arises during loading / unloading, unless the unloading is carried out by means of a Kooiaap (truck mounted forklift). The following applies per shipment: 1 loading / unloading address.

The loading / unloading time is:

- = < 3 loading meters: maximum 0.5 hours
- > 3 loading meters - = < 7 loading meters: maximum 1 hour
- > 7 loading meters: maximum 2 hours

Additional costs will be charged if this time-limit is exceeded.

(see surcharges and additional costs). Higher rates are charged for unloading activities that are arranged for a specific time and time limit (bulk goods), being time deliveries (see surcharges and additional costs).

Truck-mounted forklift:

When loading or unloading with a truck-mounted forklift, the site on which the truck-mounted forklift has to load or unload the goods must be accessible for a truck with a trailer of 13.6 meters. The customer will ensure that the contact person (receiver) / the mobile telephone number is known at Continent Internationaal Expeditiebedrijf B.V. This is to make sure that Continent Internationaal Expeditiebedrijf B.V. can unload quickly. A higher rate applies for the loading or unloading with a truck-mounted forklift.

Packaging and non-standard cargo:

The goods offered must be packed in a transport-safe packing and provided with clear information for each package.

It should include the product, full address of the receiver and the sender, symbols that indicate the way of handling the cargo, etc. Any old information must be removed or made illegible.

If on receipt of the goods the exterior condition of the goods show any defects or if the goods, considering their nature or intended way of transport, have not been packed sufficiently or efficiently, it will be stated as such on the consignment note. If there are serious doubts about the way of packing, it may be decided to reject the goods. The client will remain liable for any damage as a result of inappropriate packaging.

If at the time of loading there is a difference between the quantity of the cargo that has been registered and the actual quantity to be loaded, the higher of both will be charged. This is because of the reserved loading space.

Dangerous goods

Dangerous goods can only be offered to the carrier if they are allowed to be carried according to the ADR/IMDG codes. The shipper is responsible for the correct labeling, approved packaging, the shipping document and trencards in the prescribed languages and, if applicable, the Dangerous Goods Declaration. Also, the UN number of the relevant dangerous good as well as the chemical name and the package group must be made known to Continent Internationaal Expeditiebedrijf B.V. The costs depend on the country of destination and ADR class and will be provided on request, if applicable.

For safety reasons, ADR goods may not be piled up and will be settled in accordance with the loading meters taken.

Exchange of pallets:

If the client states on notification of a shipment that the pallets have to be exchanged, Continent Internationaal Expeditiebedrijf B.V. will ensure a free exchange, provided that the cargo (or the goods) are packed on pallets of good quality. If a separate trip has to be made for return pallets or other packaging, the normal freight charges will be charged for this.

Payment and payment term:

The costs will be charged to those responsible in accordance with the terms of delivery. The client will remain liable for all costs incurred if the sender or receiver remains in default. The invoice is due 30 days after the date of invoice. If the payment term is exceeded, any collection charges will be borne by the freight payer. If you do not respond within 8 days after the date of the invoice, we will assume that you have approved of our invoice.

Surcharges and additional costs:

All our offers are exclusive of costs for filling in customs papers, clearance charges, import duties and appropriate transport insurance, insofar as it is to be paid by you or the service is applicable.

Diesel surcharge:

The diesel surcharge is variable and dependent on the diesel price. Starting point for determining the diesel price is € 0.90 exclusive of BTW (Dutch VAT). Any increase or decrease from this starting-point with 1.0 € cent will mean an increase or decrease of the freight price of 0,25 percent. The diesel surcharge will be determined on the basis of the diesel price on the first day of the month. For price information, please see www.kusterolie.nl