

## General terms and conditions of Kuehne+Nagel Logistics B.V. (Business Unit Road Logistics)

### General:

- A. All **Kuehne + Nagel Logistics B.V. (Business Unit Road Logistics)** ("**Kuehne + Nagel**") activities and concluded agreements are subject to these General Terms and Conditions of Kuehne + Nagel Logistics B.V. (Business Unit Road Logistics) ("**General Terms and Conditions**") as well as the Logistic Services Terms and Conditions ("**LSV 2014**") of FENEX and TLN incorporated therein.
- B. The following applies under the LSV 2014 conditions:
  - All orders to arrange transport (i.e. as "forwarding agent") by Kuehne + Nagel are accepted as orders to carry out forwarding in accordance with the Dutch Forwarding Conditions of the FENEX, which conditions also apply to customs and tax authorities;
  - Transport, contracted storage and all related logistics services are subject to the other provisions of the LSV 2014;
  - If and to the extent that transport is carried out by Kuehne + Nagel itself, or Kuehne + Nagel contracts as carrier, the following conventions and regulations shall apply:
    - a) On international carriage of goods by road, the CMR Convention and additionally, to the extent permitted by law, the General Transport Conditions 2002 (**AVC**).
    - b) On domestic carriage of goods by road, the AVC.
  - Combined transport, in addition to international regulations, is governed by the relevant Dutch statutory regulations as contained in Articles 8:40 to 8:52 of the Dutch Civil Code.

The above terms and conditions are always subject to the latest version, including any arbitration clauses unless contractually stipulated otherwise. All terms and conditions will be provided to the client upon first request. Also, these terms and conditions can be downloaded, printed and saved via this website: <https://nl.kuehne-nagel.com/nl/-/company/terms-conditions>

- C. After an order has been issued, the agreement is automatically formed that the client has accepted the quotation as well as the conditions mentioned above.
- D. In the event of discrepancies between these General Terms and Conditions and the other terms and treaties mentioned, the former shall prevail, unless they conflict with other mandatory provisions.
- E. Dutch law applies to all acts of and agreements with Kuehne + Nagel. The parties submit to the jurisdiction of the Rotterdam District Court for any forthcoming disputes.

### Order issuance

Orders must be issued in writing (e-mail) or electronically (EDI, Internet). We categorise our shipments as follows:

1. Register export and Benelux shipments
2. Register groupage shipments no later than 1 business day before collection by 2pm.
3. Register export and Benelux shipments
4. Register import LTL /FTL) no later than 1 business day before collection by 11am.
5. With sufficient volume, it is possible to arrange daily pick-up at your location at a fixed time.

Additional charges apply for manual entry or mutation of shipments by our employees (not registered electronically).

Changes/cancellation of a scheduled shipment are subject to additional charges.

### Other matters:

8. Fees will be charged for subsequent changes to delivery conditions (Incoterms).
9. K+N has chosen to make intra-EU distribution entirely paperless. If documents are required, they must be attached to the shipment in a clearly visible place using an adhesive pouch.

10. This does not apply to goods under a customs scheme or ADR goods (hazardous materials). For this, the corresponding documents should be supplied separately.
11. The client is responsible for providing correct dimensions (length, width, height) and weights. If a transport order does not specify full dimensions, K+N will charge a minimum of 0.4 loading metres per pallet.
12. Shipments should bear the name, address, postal code, place of residence and country details of the recipient clearly visible and legible per pallet/package. Failure to do so will lead to delays and additional costs.
13. Notification of shipments to the recipient; this must be explicitly stated in writing/electronically by the client, though is possible at the costs indicated. If logging into an external system of the recipient is required, additional charges will apply.
14. Delivery to a private address (B2C) is subject to a surcharge (incl. registration).
15. In the event of over-/under-shipment (number of packages found less/more than reported), this will result in delay and additional costs which will be charged to the client.

#### **Goods:**

16. The goods (consigned) to be transported are non-hazardous goods that are properly packaged. If goods are not packaged properly, K+N reserves the right to refuse these goods. K+N shall never be liable for damage resulting from a (hidden) defect in the packaging, even if this shipment was received in error.
17. Goods should be presented palletised. Charges for palletising boxes/cartons presented loose will be charged.
18. Orders for transport of ADR goods should be issued in writing, including all necessary information to carry out the transport within the legal requirements. The goods should be packaged and labelled according to applicable legislation. If goods are not packaged properly, K+N reserves the right to refuse these goods.
19. ADR surcharge: As a rule, the transport of ADR goods is subject to a surcharge over the transport rates quoted in the quotation, depending on the country of destination. Due to checks on ADR documents, the standard turnover will be extended by 1 day. If the goods offered fall under "Limited Quantities" and are to be transported overseas, the requirement of an IMDG code applies.
20. Several classes/goods may not be transported in the K+N network. For this, please refer to our website: (<https://nl.kuehne-nagel.com/-/services/road-logistics/groupage-shipments>).
21. a. For collection/delivery of groupage shipments using a vehicle with a tail lift, rates are inclusive.  
b. Pick-up/delivery with tail lift of LTL/FTL shipments is subject to a surcharge per shipment.  
Standard turnover may vary for these shipments.
22. The maximum weight for shipments to be collected/delivered with tail lift is 800 kg per package. For shipments with a gross weight of 430 kg or more, a loading/ unloading aid must be provided.
23. Providing transport of non-divisible cargo larger than 240 x 120 x 220 cm (length x width x height) is only possible upon request.
24. The maximum height of groupage shipments within the Benelux is 240 cm. Outside the Benelux, this is 220 cm. The maximum dimensions of groupage shipments are 240 x 120 x 220 cm and the maximum weight is 1,250 kg per package. If this is exceeded, shipments may have to be repackaged. Additional fees will be charged to you for this.
25. Shipments are free of storage charges for 3 days at the depot. Thereafter, costs will be charged for this: For goods longer than 3 days in the depot, LSV 2014 applies.
26. There are costs associated with making shipments physically neutral.
27. There are costs associated with labelling and/or relabelling per shipment.
28. The following goods are not transported by K+N: Precious gems, jewellery, paper money, coins, securities or certificates, works of art, paintings, sculptures, unpackaged furniture, personal effects, live animals and plants, arms and ammunition and goods prohibited by law.

29. If the value of the shipment to be transported is €50,000 or higher, the value must be communicated in writing before the transport commences.

**Financial:**

30. a. The payment period is 30 days from the invoice date at a maximum credit limit of €3,000 unless agreed otherwise in writing. We apply a credit limitation (DPP = Duty Payment Provision) of 3% which is due if the agreed payment term is not observed.
- b. K+N reserves the right to deny/ reduce credit to certain (natural) legal entities and/or require a shorter payment period.
- c. Extension of the standard payment period and/or credit limit must be requested from K+N before the start of a potential cooperation.
- d. If the freight payer does not have a VAT number, the freight and associated charges must be paid in advance.
- e. Any claims against carriers or K+N shall not suspend the payment obligation of K+N's invoices.
- f. Costs for any collection in case of exceeding the agreed payment term and/or credit limit are always fully borne by the freight payer.
- g. The applicable statutory commercial interest is due the day after the payment deadline has expired.

**Rates:**

31. a. Rates are excluding VAT.
- b. Rates are valid for one loading and one unloading address.
- c. Rates are based on a kg, pallet or load metre scale per shipment and are calculated in EUROS (€).
- d. The highest paying weight, M3 or load metre is calculated.
- e. The volume calculation is set as follows:
- Gross weight (kg) = actual weight
  - 1 m<sup>3</sup> (cbm) = 333 kg
  - 1 loading metre (ldm) = 1, 850 kg
  - 1 euro pallet not stackable (max. 80 x 120 cm) = 0.4 loading metres (max. 740 kg)
  - 1 euro pallet not stackable (max. 100 x 120 cm) = 0.5 loading metres 925 kg)
  - Rates for goods with length > 240 cm and gross weight > 25 kg are calculated on the highest paying gross weight, cbm or ldm weight.
  - Rates for goods with length > 240 cm and gross weight
  - Rates for goods with length > 240 cm and gross weight > 25 kg are calculated on the highest paying gross weight, cbm or ldm weight.
- f. Internationally, the following aspects are included in the tariff calculation:
- Goods lower than 120 cm and explicitly stated by the client as being stackable.
  - The minimum of the rate tier is equal to the maximum of the previous rate tier.
  - Rounding paying weight: 1,000 kg to 100 kg.
  - ADR goods are calculated as not stackable by kg or cbm (M3) or ldm (load metre) weight.
- g. For distribution in the Benelux, the following aspects are included in the rate calculation:
- Settlement of all shipments is on a non-stacking basis.
  - The minimum of the rate tier is equal to the maximum of the previous rate tier.
  - Rounding paying weight: 1,000 kg to 100 kg.
  - ADR goods are calculated as not stackable by kg or cbm (M3) or loading metre weight for safety reasons.
  - Pallets are stackable if it is possible and permissible to stack two pallets on top of each other without increasing the risk of damage during transport and transshipment. This does not apply to shipments in the Benelux.

- For shipments of 2 pallets or more, a load metre calculation based on pallet spaces applies, depending on stackability. Here, 2 stackable europallets will be charged for 1 pallet slot = 0.4 load metres and 2 non-stackable europallets for 2 pallet slots = 0.8 load metres.
- 32. The freight rates and tariffs mentioned in the offer are exclusive of dumping, toll and boat charges and exclusive of any duties and existing or yet to be introduced (kilometre) levies imposed by a government or third parties. If these costs are imposed on Kuehne + Nagel, Kuehne + Nagel will pass on these additional costs to the client.
- 33. A surcharge may apply for collection/delivery of goods in city centres, restricted areas, islands and mountainous regions.
- 34. Shipping prices and rates exclude the diesel oil surcharge (DOT). The DOT is variable and calculated over the freight rates. K+N changes the variable diesel fuel surcharge monthly based on the average fuel price of the previous month and it can never be negative (source: TLN excl. V.A.T. via Source TLN and EVO-Fenedex). Shipments to/from countries with a currency other than EUR may be subject to a CAF (Currency Adjustment Factor) surcharge. The DOT is variable and calculated over the freight rates. K+N changes the variable diesel fuel surcharge monthly based on the average fuel price of the previous month and it can never be negative (source: TLN excl. VAT via Source TLN and EVO-Fenedex).
- 35. Shipments to/from countries with a currency other than EUR may be subject to a CAF (Currency Adjustment Factor) surcharge.

**Other rate conditions:**

- 36. Cost-increasing factors imposed by the government and/or other causes outside our sphere of influence will be passed on as surcharges with immediate effect or may result in interim rate revisions.
- 37. Issued freight and transport rates are based on the data provided by you regarding volume and frequency. Should this data not correspond to the information provided by you after a certain period of time, K+N reserves the right to adjust the rates to the current situation.

**Pallet management**

- 38. K+N facilitates (within Benelux and to/from Germany) the exchange of europallets/gitterboxes (hereafter referred to as "packaging") on request on the basis of floor space and direct exchange. The recipient must return 1-to-1 the same number of packaging as it received with the relevant delivery. The packaging to be taken back must be ready for exchange. Any additional waiting costs incurred will be passed on. In case of failure to exchange, the right to return relevant packaging is forfeited. For the administration of exchangeable packaging, K+N charges a surcharge. K+N applies a depreciation rate of 10% on the balance of the packaging. Prices for returning gitterboxes are available on request only.
- 39. Euro pallets provided by K+N that are not exchanged on delivery will be charged to the client.

**Delivery receipts:**

- 40. Delivery receipts can be requested up to 60 working days after the date of dispatch. Changes/cancellation of a scheduled shipment are subject to additional charges.
- 41. Delivery receipts can be retrieved by the client in MyKN free of charge. Shipments can be tracked via the MyKN portal free of charge. This requires a login code and password. For more information on the possibilities, please contact the Customer Service department or your contact person.
- 42. After the expiry of this period, K+N is only bound by an obligation of effort to deliver the proof of delivery. The aforementioned rates also apply to sending delivery receipts as an invoice attachment.
- 43. Any claims against carriers or K+N shall not suspend the payment obligation of K+N's invoices.

**Invoicing:**

44. Invoicing takes place, in principle, via e-mail. Please provide us with the e-mail address to be used.
45. There are additional charges for sending invoices by physical mail.
46. Complaints should be submitted in writing within 7 business days from the invoice date, stating the reasons for complaint.

**Claims:**

47. Visible damages should be noted on the freight documents immediately upon receipt and signed by the driver for approval. Preferably, pictures of the damage will also be taken.
48. Claims due to damage during transport shall be charged to the carrier(s) engaged by K+N. K+N can assist you in making the claims against these carrier(s).
49. Claims should be submitted in writing and accompanied by invoices, damage reports and any other documentation necessary for settlement. (Submitted) claims are considered separately from billing and can never be a reason for dispute or suspension of payments.
50. K+N will never be liable for loss, damage or delay due to circumstances beyond our control, including (but not limited to) weather conditions, pandemics, fire or risks of war and strikes.
51. K+N will never be liable for any consequential damage, lost profit, immaterial damage, etc.

**Loading , unloading and running times (on weekdays 8:00 am - 5:00 pm local time):**

52. The loading and unloading times (per loading or unloading address):
  - a. Groupage: max. 30 minutes, LTL (max. 8 load metres): max. 60 minutes, FTL: max. 120 minutes.
  - b. After exceeding the above unloading times, additional (waiting) hours will be charged to you.
  - c. Lead times (if indicated) are in business days, counting from the day after collection (LTL/FTL) or departure (groupage) until the day of presentation to the recipient.
  - d. The maturities and transport rates listed apply to so-called A zones (industrialised and/or trading areas) in the countries listed. Different running times may apply for places outside these zones. These are available on request.
  - e. The listed transit times differ for shipments to/from city centres with restrictions, for postcodes 43 to 45 (Zeeland) in the Netherlands and the Frisian Islands.
  - f. The listed maturities may vary during holiday periods. For (inter)national holidays and driving bans in a working week, running times and allowances may vary.
  - g. The listed running times refer only to unconditioned pallet goods in covered trailers without tail lift. Different lead times may apply to all other types of goods or equipment to be deployed.
  - h. The latest version of transit times is available on our website: <https://nl.kuehne-nagel.com/nl/-/services/road-logistics/groupage-shipments>. These transit times are indicative. No rights can be derived from this.

**Time-bound deliveries and specific deliveries:**

53. It is possible to deliver before, between or at certain times. This is subject to surcharges:
  - a. Groupage Benelux and EU countries.
  - b. Surcharge delivery before 10am.
  - c. Surcharge delivery before 12pm.
  - d. Surcharge JIT delivery (fixed time) \*\*
  - e. Time-bound deliveries LTL/FTL EU and Groupage/LTL/FTL outside EU on request.
  - f. Deliver on a specific day beyond indicative regular term (fixed delivery date).
  - g. Deliver in working weeks of 4 business days or less: Peak Season Surcharge.
  - h. Delivery/pick-up within a time window (8:00am - 5:00 pm on business days).
    - 1-hour time window within the Netherlands
    - 2-hour time window within the Netherlands
  - i. Collection on business days within the Netherlands 8:00am - 12:00pm on request.

- j. Loading at the port of Rotterdam or at Amsterdam Airport is subject to a surcharge per loading address.
- k. DC Deliveries:
  - Delivery to Amazon DCs (at a fixed time on business days 7:00am - 5:00pm) is subject to a surcharge per shipment. Thereby, for shipments up to 4 europallets, the regular lead time will be at least one day longer. Possibilities and costs for deliveries outside of the listed times are only available upon request.
  - Possibilities and costs for other DC deliveries are only available upon request.

**Customs goods**

*For rates, see table at summary surcharges and fees.*

- 54. The payment period on excise duty, import duty and sales tax is 5 days. After the expiry of this period, an advance commission will be charged.
- 55. Clearance charges in non-EU countries (for DDP exports) are only possible upon request. Charges for the preparation of transit documents in FCA shipments are possible only upon request and under cover of a security deposit amount to be determined.
- 56. Charges for other customs services can be provided on request.
- 57. Costs for not being able to forward shipments to the UK, due to missing essential info, will be passed on (including but not limited to administrative costs and storage costs).

**Other:**

- 58. All-Risk insurance for goods is only available upon written request. The insurance premium will be charged separately.
- 59. CAD/COD/Rembours deliveries are not possible (*note: Payment by the recipient upon receipt of the goods is not possible*).
- 60. When transporting goods accompanied by customs documents, K+N is not liable for document endorsement.
- 61. The client is responsible for the registration of chemicals under REACH, Reg 1907/2006/EC and subsequent European legislation. K+N shall never be liable for any damages resulting from your failure to comply with obligations of this and other applicable legislation.
- 62. A fee is charged for Customs examination in the UK (if selected by Customs for this purpose). These costs do not include any additional waiting hours that may arise.
- 63. Trailer and/or container costs (demurrage/detention) incurred as a result of waiting times at quays in the ports will be passed on.

**Additional services:**

- 64. We can offer you the following additional services:
  - a) Preparation of standard statements (e.g. standard shipment reports or quotations in Excel).
  - b) Logistic consultancy data related, such as custom-made KPI reports etc.
  - c) Logistic consultancy general (analysis, advice & reporting).
  - d) Logistic consultancy ICT related.

Our privacy statement can be found on our website: <https://privacy.kuehne-nagel.com/en/#/>

**Customer Trade Control Clause**

The customer guarantees that (a) the customer and its owners as well as all parties to the customer's shipments and transactions, including their owners, and (b) the customer's transactions for which Kuehne + Nagel provides the services are not subject to any applicable US, EU or national customs, import, export, trade or sanctions laws and regulations prohibiting such services.



The Customer will provide Kuehne + Nagel in writing with all documents and information, including but not limited to, goods classification numbers, customs values, country of origin, export control classification number and other required export, re-export, transit or import licences, permits, authorisations or exemptions ("Customer Data") required for Kuehne + Nagel to provide the Services in accordance with applicable laws and regulations.

Customer warrants that the Customer Data is complete and accurate. The customer will immediately inform Kuehne + Nagel of errors, discrepancies, incorrect statements or omissions in Customer Data declared by Kuehne + Nagel to Customs on behalf of the customer and other authorities or third parties.

The customer acknowledges that Kuehne + Nagel is not the official exporter ("Exporter of Record"), official importer ("Importer of Record"), Fiscal Representative or end user and that it is not possible for Kuehne + Nagel to submit government forms on behalf of such parties.

The customer will indemnify and hold Kuehne + Nagel and its affiliates harmless against all claims, expenses, losses, fines and damages, including reasonable attorneys' fees, arising out of or in connection with any failure by the customer to comply with the obligations of this clause.

### Summary surcharges and costs

(Multiple surcharges per shipment possible)

<b>Order issuance:</b>	<i>Cost</i>	<i>Article</i>
- Shipments not notified electronically	€17.50 per shipment	6
- Error cargo	75% - 100% of shipment amount	7
<b>Other matters:</b>		
- Subsequent modification of delivery conditions (Incoterms)	€35.00 per shipment	8
- Registration of shipments with recipient (written/electronic)	€17.50 per shipment- B2C delivery25% of shipment amount (min. €29.50)	13
- B2C delivery	25% of shipment amount (min. € 29.50)	14
<b>Goods:</b>		
- Palletising, repackaging/unpacking pallets	€39.50 per hour	17 / 24
- ADR surcharges	- ADR shipments within Benelux 15% over the entire shipment (min. €17.50 and max. € 125)	19
	- ADR shipments to Greece, Cyprus: upon request	
	- ADR shipments to Ireland, Great Britain, Finland, Norway, Sweden or Denmark (pc 1000 to 4900): 10% over the agreed rates on the entire shipment (min.€95 and max. € 295).	

	- ADR shipments other EU destinations: 10% of the agreed rates on the entire shipment. (min. €39 and max. €295)	
- Collection/delivery LTL with tail lift	€125 per shipment	21b
- Collection/delivery FTL with tail lift	€125 per shipment	21b
- Shipments in depot for more than 3 days	€8.95 per pallet per day or €1.75 per 100 kg per day	25
- Neutralising shipments and/or palletising	€39.50 per shipment/ unpalletised shipments €39.50 per hour	26
- (Re)labelling shipments	€22.50 per shipment	27
<b>Rates:</b>		
- Length surcharge	25% over entire shipment rate	31e
<b>Pallet management:</b>		
- Packaging exchange administration	€2.75 per pallet (excluding depreciation)	38
<b>Delivery receipts</b>		
- Delivery receipts (POD)	€17.50 per POD	40
<b>Invoicing:</b>		
- Printed invoices (by mailpost)	€8.50 per invoice	45
<b>Loading, unloading and running times:</b>		
- Waiting hours	€89.00 per hour	52b
<b>Time deliveries and specific deliveries:</b>		
- Surcharge delivery before 10a.m	€ 75.00	53b
- Surcharge delivery before noon	€45.00	53c
- Surcharge JIT delivery (fixed time)	€125.00	53d
- Time deliveries LTL/FTL	Upon request	53e
- Delivery on a specific day longer than indicative regular term (fixed delivery date)	€55.00 per shipment	53f
- Deliver in business weeks of 4 business days or less: Peak Season Surcharge	5% calculated on the freight costs	53g
- Delivery/pick-up within a time window	- 1 hour window within the Netherlands: €95.00 - 2-hour time window within the Netherlands: €65.00	53h
- Collection on business days within the Netherlands 8.00-12.00pm.	On request	53i
- Loading in/at (air)port Amsterdam/Rotterdam	€95.00 per loading address	53j
- DC deliveries Depending on DC type	Depending on DC type	53k
<b>Other:</b>		
- Customs Examination UK	€32.50	62
<b>Additional services:</b>		
- Standard statements and reports (shipment reports, etc.)	€49.50 per hour	64a
- Logistics consultancy data related, such as reports	€95.00 per hour	64b
- Logistics consultancy in general (analysis & advice)	€125.00 per hour	64c
- Logistics consultancy ICT related	€145.00 per hour	64d



Customs services	Cost	Additional costs (per item)
General rate per shipment/order	€28.00	N/A
Customs clearance Import manual data entry (incl. 3 HS codes)	€ 70.00	€9.75
Customs clearance Export manual data entry (incl. 3 HS codes)	€70,00	€ 9,75
Tax representation (per return) (Excl. set-up fee)	On request	N/A
Formatting Transit document T1/T2 (incl. 3 HS codes)	€41.50	€9.75
Release of Transit document	€18.00	N/A
Bonded warehouse declaration DMS 4.1 system	€ 35,00	€9.75
Port base release (Port of Rotterdam/Ferry terminal handling)	€18.00	N/A
Storage in Bonded warehouse (Storage & Outbound booking)	€52.00	N/A
Handover fee (shipments in bonded warehouse NL)	€7250	N/A
Handover fee DAP export shipments**	€30.00	N/A
ATR	€67.55	N/A
EUR 1/Certificate of Origin	€45.00	N/A
Physical Customs Control	€95.00	N/A
Physical warehouse inspection	€55.00 per hour (> 5 hours €75.00 per hour)	N/A
Onboarding	€72.50	N/A
Ad-hoc services	€75.00 per hour	N/A

Charges for customs services can be sent upon request.

Charges for import customs for Non-EU countries only upon request.

Applicable to DDP (Delivered Duty Paid) shipments only:

A 5-day payment period applies to import duties and VAT.

After expiry of the payment period, a 3% surcharge applies.