

General Terms and Conditions of Kuehne+Nagel Logistics B.V. (Business Unit Road Logistics)

General:

- A. All activities and agreements entered into by **Kuehne+Nagel Logistics B.V. (Business Unit Road Logistics)** ("**Kuehne+Nagel**") 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 incorporated Logistics Services Conditions ("**LSV 2014**") of FENEX and TLN.
- B. Under the LSV 2014, the following applies:
 - All transport orders (i.e. as a "freight forwarder") by Kuehne+Nagel are accepted as forwarding services in accordance with the Dutch Forwarding Conditions of FENEX, which also apply to customs and fiscal services.
 - Transport, contracted storage, and all related logistics services are subject to the remaining provisions of LSV 2014.
 - If and to the extent that transport is performed directly by Kuehne+Nagel or contracted by Kuehne+Nagel as a carrier, the following conventions and regulations apply:
 - a) For international road transport of goods, the CMR convention and, additionally, the Dutch General Transport Conditions 2002 (**AVC**) to the extent permitted by law.
 - b) For domestic road transport of goods, the AVC applies.
 - Combined transport is governed by international regulations alongside relevant Dutch legal provisions as outlined in Articles 8:40 to 8:52 of the Dutch Civil Code.

The above terms and conditions are always subject to the most recent version, including any arbitration clauses unless contractually stipulated otherwise. All terms and conditions will be provided to the client upon first request. These terms and conditions can also be downloaded, printed and saved via this website: : <https://nl.kuehne-nagel.com/nl/-/company/terms-conditions>
- C. By assigning an order, the client automatically agrees to the quotation and the conditions mentioned above.
- D. In case of conflicts between these General Terms and Conditions and other mentioned conditions and conventions, the General Terms and Conditions will prevail unless they conflict with other mandatory legal provisions.
- E. Dutch law governs all actions and agreements with Kuehne+Nagel parties submit to the jurisdiction of the Rotterdam District Court for disputes.

Order submission:

Orders must be submitted electronically via EDI or myKN. We distinguish between the following types of shipments:

1. Export and domestic shipments < 2,500 KG payweight (hereinafter referred to as: groupage) must be reported no later than 1 working day before collection before 16:00 hours.
2. Import groupage shipments must be reported no later than 1 working day before collection before 14:00 hours.
3. Export and domestic shipments > 2.500 KG payweight (hereinafter referred to as: LTL/FTL) must be reported no later than 1 working day before 13:00 hours (please note: For exports to France, a maximum payweight of 1500 KG applies.)
4. Import LTL/FTL shipments must be reported no later than 1 working day before collection before 11:00 hours (please note: For exports to France, a maximum payweight of 1,500 KG applies.)
5. For electronically submitted orders, print a Kuehne+Nagel label from myKN and attach it to the goods.
6. Manually entered shipments will incur additional charges.
7. Changes to already booked shipments will incur additional fees.
8. Cancellation fees for booked shipments are as follows:
 - Groupage: if the shipment is cancelled on the day of collection, we will charge 100% error freight over the freight rate.
 - LTL/FTL: if the shipment is cancelled on the day before collection, we will charge 80% error freight over the freight rate.

Other matters:

9. K+N has opted for fully paperless distribution within the EU. If sending documents is still required, they must be attached to the shipment in a clearly visible place by means of an adhesive pouch.
10. This does not apply to goods subject to customs regulations or ADR goods (hazardous substances). For these, the corresponding documents must be submitted separately.
11. The client is responsible for providing accurate dimensions (length, width, height) and weights. If a transport order does not state full dimensions, K+N shall charge a minimum of 0.4 loading metres per pallet.
12. Shipments must be clearly labelled with the name, address, and contact details of the consignee per pallet/package. Failure to do so will result in delay and additional costs.

Goods:

13. The goods to be transported are non-hazardous commercial goods that are properly packed. If the goods are not properly packed, K+N reserves the right to refuse them. K+N is never liable for damage resulting from a (hidden) defect in the packaging, even if the shipment was mistakenly accepted.
14. Goods must be offered palletised. Costs for palletising loose boxes/cartons will be charged.
15. Orders for the transportation of ADR (dangerous) goods must be submitted in writing, including all necessary information to ensure transportation complies with legal requirements. The goods must be packaged and labelled in accordance with current legislation. K+N reserves the right to refuse inadequately packaged goods.
16. ADR surcharge: For the transportation of ADR goods, an additional charge generally applies to the transport rates quoted in the offer, depending on the country of destination. Due to checks on ADR documentation, standard transit times will be extended by one day. If the goods fall under "Limited Quantities" and need to be transported overseas, the IMDG code requirements apply.
17. Certain classes/goods are not permitted in the K+N network. For details, please refer to our website: (<https://nl.kuehne-nagel.com/-/services/road-logistics/groupage-shipments>)
18. A single package may weigh a maximum of 23 kg. Shipments larger than five packages must be palletised.
19. For groupage shipments that **do not** require collection or delivery with a tail lift, the following applies:
 - a. Maximum dimensions for indivisible loads are 240 x 120 x 220 cm.
 - b. Maximum weight is 1250 kg per package.
 - c. For shipments to France: Maximum dimensions for indivisible loads are 120 x 120 x 210 cm.
 - d. If any of the above limits are exceeded, repacking may be necessary. Additional costs will be charged for this.
20. For shipments that **do** require collection or delivery with a tail lift, the following applies:
 - a. Maximum dimensions for indivisible loads are 200 x 120 x 220 cm.
 - b. Maximum weight is 750 kg per package.
 - c. For groupage shipments, the tail lift surcharge is included in the rate.
 - d. For LTL/FTL shipments, the tail lift surcharge is not included in the rate, and standard transit times may vary.
21. Shipments are stored at the depot free of charge for three days. After that, storage fees will be charged. For goods stored longer than three days, LSV 2014 conditions apply.
22. There are charges for physically neutralising shipments.
23. There are charges for labelling and/or relabeling per shipment.
24. The following goods are not transported by K+N: precious stones, jewellery, paper money, coins, securities or certificates, works of art, paintings, sculptures, unpackaged furniture, personal effects, live animals and plants, weapons and ammunition and goods prohibited by law.
25. If the value of the shipment is €50,000 or more, the value must be communicated in writing before the start of transportation.

Financial:

26.
 - a. The payment term is 30 days from the invoice date, with a maximum credit limit of €3,000 unless otherwise agreed in writing. A credit restriction (DPP = Duty Payment Provision) of 3% applies if the agreed payment term is not met.
 - b. K+N reserves the right to offer no/less credit and/or require shorter payment terms from certain (natural or legal) persons.
 - c. Extensions of the standard payment term and/or credit limit must be requested from K+N before the start of any potential cooperation.
 - d. If the freight payer does not have a VAT number, freight and associated costs must be paid in advance.
 - e. Any claims against carriers or K+N do not suspend the payment obligation for K+N invoices.
 - f. Costs for any debt collection in case of exceeding the agreed payment term and/or credit limit are entirely borne by the freight payer.
 - g. The applicable statutory commercial interest is due from the day after the expiry of the payment term

Rates:

27. .
 - a. Rates are exclusive of VAT.
 - b. Rates apply to one loading and one unloading address.
 - c. Rates are based on a per shipment scale of kilograms, pallets, or loading metres and are calculated in EURO (€).
 - d. The chargeable weight is the highest of kilograms, cubic metres (m³), or loading metres, determined using the following volume ratios:
 - Gross weight (kg) = actual weight
 - 1 m³ (cbm) = 333 kg
 - 1 loading metre (ldm) = 1,850 kg
 - e. A length surcharge applies to goods exceeding 240 cm.
 - f. Stackable means that within the same shipment, two or more pallets are present and stackable with each other, subject to the following conditions:
 - Each pallet weighs no more than 500 kg.
 - Each pallet is no higher than 120 cm.
 - Standard pallet sizes (Euro pallet, block pallet).
 - Stackable pallets must be safely stacked upon delivery.
 - ADR shipments are considered non-stackable for safety reasons.
 - Shipments within the Netherlands do not qualify as stackable.
 - If the shipment consists of an odd number of pallets, it will be rounded up to whole pallet positions.
 - Billing for stacked shipments will be as follows:
 - Groupage shipments will be billed based on CBM.
 - LTL shipments will be billed based on LDM.
28. The freight prices and rates mentioned in the quote exclude dumping fees, tolls, ferry charges, and any existing or yet-to-be-introduced (kilometre-based) levies imposed by the government or third parties. If these costs are imposed on Kuehne + Nagel, they will be passed on to the client.
29. A surcharge may apply for picking up or delivering goods in city centres, areas with restricted access, islands, and mountainous regions.
30. Freight prices and rates exclude the diesel oil surcharge (DOT). The DOT is variable and calculated over freight rates. K+N adjusts the variable diesel oil surcharge monthly based on the average fuel price from the previous month. The DOT can never be negative (source: TLN excluding VAT via TLN and EVO-Fenedex references).

Additional rate conditions:

31. Cost-increasing factors imposed by government authorities or other causes beyond our control will be passed on as a surcharge or may result in an interim revision of the rates.
32. The quoted freight and transport rates are based on the information you provided regarding volume and frequency. If this information does not match the actual situation after a certain period, K+N reserves the right to adjust the rates accordingly.

Pallet management:

33. Upon request, K+N facilitates the exchange of Euro pallets/gitter boxes (hereinafter referred to as "packaging") within the Benelux and to/from Germany on a one-for-one basis at the delivery location. The recipient must return the same number of packaging as received during delivery. The packaging to be returned must be ready for exchange at the unloading location. Any additional waiting costs incurred will be charged. If no exchange occurs, the right to return the relevant packaging lapses. K+N charges a surcharge for administering exchangeable packaging and applies a depreciation rate of 10% based on the total number of Euro pallets returned at the unloading location(s). Pricing for the return of gitter boxes is available upon request only.
34. Euro pallets provided by K+N that are not exchanged upon delivery will be charged to the client.

Proof of delivery:

35. Proof of delivery can be requested up to 60 working days after the shipping date, subject to a fee.
36. Proof of delivery can be requested by the client free of charge via MyKN. Shipments can also be tracked at no cost through the MyKN portal.
37. After this period, K+N is only obligated to make reasonable efforts to provide the proof of delivery. The stated fees also apply to sending proof of delivery as an invoice attachment.
38. Failure to provide proof of delivery does not suspend the client's obligation to pay K+N invoices.

Invoicing:

- 39. Invoicing is done via e-mail.
- 40. Additional costs apply for sending invoices by other means.
- 41. Complaints must be submitted in writing within 7 working days of the invoice date, specifying the reasons for the complaint.

Claims:

- 42. Visible damages must be noted immediately upon receipt on the freight documents and signed for approval by the driver.
- 43. Claims for damages during transport will be charged to the carrier(s) engaged by K+N. K+N can assist you in filing claims against these carrier(s).
- 44. Claims must be submitted in writing, accompanied by invoices, damage reports, and any other documentation necessary for processing. Claims are handled separately from invoicing and cannot be used as grounds for disputes or payment suspension. Claims must be submitted in writing within 24 hours.
- 45. K+N is not liable for loss, damage, or delay resulting from circumstances beyond its control, including (but not limited to) weather conditions, pandemics, fire, or risks of war and strikes.
- 46. K+N is never liable for any consequential damage, lost profits, non-material damage, etc.

Loading, unloading, and transit times (on working days 08:00-17:00 hours local time):

- 47. Loading and unloading times (per loading or unloading address):
 - a. Groupage (max.2 loading metres): max.30 minutes, LTL (max.8 loading metres): max.60 minutes, FTL: max.120 minutes.
 - b. Additional (waiting) hours will be charged after exceeding the above unloading times.
 - c. Transit times (if specified) are in working days, counting from the day after collection (LTL/FTL) or departure (groupage) to the delivery date at the recipient's address.
 - d. Transit times may vary for shipments to/from city centres with restrictions, postal code 45 (Zeeland) in the Netherlands, and the Wadden Islands.
 - e. Transit times may differ during holiday periods. Transit times and surcharges may vary during (inter)national holidays and driving bans in a workweek.
 - f. Transit times apply exclusively to non-conditioned pallet goods in curtain-sided trailers without a tail lift. Different transit times may apply for other types of goods or equipment used.
 - g. The latest version of transit times is available on our website: <https://nl.kuehne-nagel.com/nl/-/services/roadlogistics/groupage-shipments>. These transit times are indicative and no rights can be derived from them.

Timed deliveries and specific deliveries:

- 48. It is possible to deliver before, between or at specific times. This is subject to the following surcharges:
 - a. Collection/delivery before 10:00 hours.
 - b. Collection/delivery before 12:00 hours.
 - c. Collection/delivery within a 2-hour time window.
 - d. Collection/delivery JIT
 - e. FIX Delivery (delivery on a specific day longer than the indicative regular transit time).
 - f. Deliveries to Amazon DCs (at a fixed time on working days between 07:00-17:00 hours) incur a surcharge per shipment. For shipments of up to 4 Euro pallets, the regular transit time will be extended by at least one day. Options and costs for deliveries outside these times are available upon request.
 - g. Timed deliveries for LTL/FTL EU and Groupage/LTL/FTL outside the EU are available upon request.

Customs goods:

Please refer to the surcharge and cost summary table for rates.

- 49. The payment term for excise duties, import duties, and VAT is 5 days. After this period, an advance payment fee will be charged.
- 50. Customs clearance costs in non-EU countries (for DDP export) are available only upon request. Costs for preparing transit documents for FCA shipments are available only upon request and under the coverage of a to-be-determined amount of security.
- 51. Costs for other customs services are available upon request.
- 52. Costs for the inability to forward shipments to Great Britain due to missing essential information will be charged (including but not limited to administrative costs and storage fees).

Miscellaneous:

53. All-risk insurance for goods is only available upon written request. The insurance premium will be charged separately.
54. *CAD/COD/Collect on Delivery shipments are not possible (i.e., payment by the recipient upon receipt of goods is not allowed).*
55. If goods are subject to UIT, SENT, or EKEAR registration requirements, these codes must be provided. K+N is not liable for any seizures of goods or fines incurred.
56. When transporting goods accompanied by customs documents, K+N is not liable for the clearance of these documents.
57. The client is responsible for the registration of chemical substances under REACH Regulation 1907/2006/EC and subsequent European legislation. K+N is never liable for any damages resulting from the client's failure to comply with the obligations of this or any other applicable legislation.
58. Costs will be charged for customs examinations in Great Britain (if selected by customs for this purpose). These costs exclude any additional waiting time fees incurred.
59. Trailer and/or container costs (demurrage/detention) resulting from waiting times at port terminals will be charge.

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

Customer Trade Control Clause

The customer warrants that (a) the customer and its owners, as well as all parties involved in the customer's shipments and transactions, including their owners, and (b) the customer's transactions for which Kuehne + Nagel provides services are not subject to applicable US, EU, or national customs, import, export, trade, or sanctions laws and regulations that prohibit such services. The customer will provide Kuehne + Nagel in writing with all documents and information, including but not limited to product classification numbers, customs values, country of origin, export control classification numbers and other required export, re-export, transit, or import licenses, permits, authorisations or exemptions ("Customer Data") necessary for Kuehne + Nagel to perform services in compliance with applicable laws and regulations.

The customer warrants that the Customer Data is complete and accurate. The customer will immediately notify Kuehne + Nagel of errors,

discrepancies, misstatements or omissions in the Customer Data that are flagged by Kuehne + Nagel with customs or other authorities or third parties on behalf of the customer. 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 it is not possible for Kuehne + Nagel to file government forms on behalf of such parties. The customer will indemnify and hold harmless Kuehne + Nagel and its affiliates from all claims, expenses, losses, fines and damages, including reasonable attorney fees, arising from or related to the customer's failure to comply with the obligations under this clause.

Summary of Surcharges and Costs

(Multiple surcharges per shipment possible)

Order submission:	<i>Cost</i>	<i>Article</i>
Manual entry of shipments	€ 17.50 per shipment	6
Error freight	Groupage: If cancelled on the day of collection 100% error freight of the freight rate. LTL/FTL: If cancelled on or before the day of collection, 80% error freight of the freight rate.	8
Other matters:		
Changes to already booked shipments	€ 35,00,-	13
Registering shipments with recipients (written/electronic)	€ 17,50,-	
B2C deliveries	€ 39.00 per shipment	
Goods:		
Palletising, repacking/unpacking pallets	€ 39.00 per started hour	15 / 23
ADR surcharges:	ADR shipments within Benelux 15% over the entire freight rate (min.€17.50 and max.€ 125). - ADR shipments to Greece, Cyprus, Turkey: on request - ADR shipments to Ireland, Great Britain, Finland, Norway, Sweden or Denmark 10% over the agreed rates on the entire freight rate (min.€ 95.00 and max.€ 295,00,-). ADR shipments to other destinations: 10% over the agreed freight rates on the entire shipment. (Min.€ 39.00 and max.€ 295,00,-)	17
Collection/delivery LTL/FTL with tail lift	(NL/BE) €150.00 Other countries on request	20
Storage longer than 3 days in depot	€ 8.95 per pallet per day	21
Neutralising a shipment	€ 39.50 per shipment	22
(Re)labelling shipments	€ 22.50 per shipment	23
Rates:		
Length surcharge	25% of freight costs	27e
Pallet management:		
Administration of returnable packaging	€ 2.75 per pallet (excl. depreciation)	33
Proof of delivery		
Proof of Delivery (POD)	€ 17.50 per POD	35
Invoicing:		
Printed invoices (via post)	€ 8.50 per invoice	40
Loading, unloading, and transit times:		
Waiting time	€ 89 per started hour	47b
Timed deliveries and specific deliveries:		
Collection/delivery before 10:00 hours	€ 75,00,-	48a
Collection/delivery before 12:00 hours	€ 45,00,-	48b
Collection/delivery within a 2-hour window	€ 65.00 per shipment	48c
Collection/delivery JIT	€ 125,00,-	48d
Delivery on a specific day (longer than standard transit time - FIX)	€ 55,00,-	48e

Miscellaneous:		
Customs Examination UK	€ 32,50,-	57
Customs Services:	Cost	Additional costs (per item)
General fee per shipment/order	€ 28,00,-	N/A
Clearance Import manual data entry (incl. 3 HS codes)	€ 70,00,-	€ 9,75,-
Clearance Export manual data entry (incl. 3 HS codes)	€ 70,00,-	€ 9,75,-
Fiscal representation (per declaration, excl. setup fee)	On request	N/A
Preparation of Transit document T1/T2 (incl.3 HS codes)	€ 41,50,-	€ 9,75,-
Release of Transit document	€ 41,50,-	N/A
Registration declaration warehouse (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)	€ 72,50,-	N/A
Handover fee DAP export shipments**	€ 30,00,-	N/A
ATR	€ 67,55,-	N/A
EUR 1/Certificate of Origin (incl. Chamber of Commerce costs)	€ 75,00,-	N/A
Physical Customs Control	€ 95,00,-	N/A
Physical control service warehouse	€55.00 per hour (>5 hrs: €75.00/hr)	N/A
Onboarding	€ 72,50,-	N/A
Ad-hoc services	€75.00 per hour	N/A

Costs for additional customs services can be provided upon request.
 Costs for import customs clearance for non-EU countries are available only upon request.

Applicable only to DDP shipments (Delivery Duty Paid):
 A payment term of 5 days applies to import duties and VAT on imports.
 After the payment term expires, a surcharge of 3% will be applied.