

01-09-2014

**Article 1. General**

These terms and conditions are applicable to all agreements concluded with Heisterkamp Transport B.V. (hereinafter referred to as Heisterkamp). They also apply to all legal relationships that precede or arise from those agreements, as well as to additional and follow-up contracts. Hereinafter, the Heisterkamp's contracting party for work undertaken by Heisterkamp will be referred to as the 'client'. In the event of differences between the Dutch and English versions of these general terms and conditions, the Dutch text will prevail. All terms and conditions can also be downloaded from <http://www.heisterkamp.nl/nl/contact/terms-conditions> free of charge.

**Article 2. Conditions activities Heisterkamp**

The offers made and (transport)work undertaken by Heisterkamp are subject to the following provisions. In accordance with the provisions of the CMR Convention, as well as the General Terms and Conditions of Transport (AVC 2002) and the General Terms and Conditions of Payment of the TLN (2002). Domestic transport is carried out exclusively under cover of the AVC 2002.

**Article 3. Tracking of and communication with drivers**

The CarrierWeb system allows the client and Heisterkamp to track the vehicles used and to communicate with the drivers. Communication will be visible on the CarrierWeb website. Heisterkamp is not liable for any (consequential) damage or loss if, for whatever reason, no communication can be established by means of CarrierWeb. CarrierWeb allows you to follow the driver's precise driving hours and hours of work. You are expected to familiarise yourself with this and to take the relevant legislation into account in your schedule.

**Article 4. Forced stoppage**

Forced stoppage as a result of a driving ban (which (also) applies to such transport in general), is regarded as a waiting day and will be charged at the rate for waiting days given in the offer.

**Article 5. Diesel clause**

The agreements executed by Heisterkamp are subject to a diesel clause as set out in the offer. If, for whatever reason, there is no offer with diesel clause between the parties, the following applies. The rates applied by Heisterkamp are based on a basic fuel price. Deviations from this basic fuel price up to 0.3 Eurocent per litre will not lead to any adjustments. For every further € 0.003 / litre rise or drop in the actual fuel price, including VAT, the rate is adjusted by 0.1%, rounding off to one (1) decimal place. The average fuel price of a preceding month is calculated on the first day of the new month. Based on this, the difference in basic fuel price is calculated in accordance with the above formula. The result is charged to the client separately, in the form of a surcharge or discount.

**Article 6. Force majeure**

Heisterkamp is not liable if delivery times are exceeded due to force majeure which includes but is not limited to weather conditions, congestion, accidents, broken down vehicles, disruptions, etc. Heisterkamp can never be held liable for delays caused by missing a ferry or flight connection. Any additional kilometres driven as a result of a driving ban or other obstacle on motorways or roads will be passed on to the client.

**Article 7. Fines**

Fines, taxes and invoices from (judicial) authorities ensuing from (violations of) statutory provisions, including but not limited to those relating to the dimensions of trailers and maximum permissible axle pressure, will be passed on to the client, unless the client can prove beyond all reasonable doubt that Heisterkamp (alone) is responsible and liable for a violation. Costs in relation to preloaded trailers will be passed on to the client at all times.

**Article 8. Loading**

8.1. If no other agreements were made in the offer/agreement, the client is responsible for loading and stowage.

8.2 Heisterkamp is never liable for (or assisting) loading and / or unloading. Loading and / or unloading at the expense and risk of the client.

8.2 If the client presents trailers/containers with contents for transport and these trailers/containers were not loaded by us, we are not liable for damage as a result of the loading method;

8.3 If the client presents goods for transport that are loaded on/in a semitrailer/trailer/container and/or are palletised and/or packed in such a way that it proves impossible to check the number of items and/or

contents, we are not liable for the number of items and/or the contents thereof as communicated by the client and/or stated on the waybill;

8.4 The client will never exceed the maximum loading/axle weight permitted by law for the vehicle in question. In that regard, the client indemnifies us against the consequences of and/or damage caused by overloading, if this fact is the result of the client's working method.

**Article 9. Stowage equipment**

Loading, stowage and securing equipment such as securing straps, anti-skid mats etc. are not made available by Heisterkamp due to the nature of the work. The client must organise this himself. The responsibility for the reliability of this equipment rests entirely with the client.

**Article 10. Customs documents**

Customs formalities dealt with by us are at the expense and risk of the client. The client indemnifies Heisterkamp against claims caused by irregularities with, missing, the lack of preparation or incorrect preparation and/or processing of documents, etc. imposed on us or the client by the government with respect to taxes, levies, duty, agricultural levies, refund of subsidies, VAT, administrative or other fines, etc., unless it concerns intent or gross negligence.

**Article 11. Permits**

The client is hereby notified of the fact that he is at all times responsible for the application for any permits and other documents required for specific types of transport. Any costs arising from the lack of such permits will be passed on to the client.

**Article 12. Exchange of packaging**

The client must notify Heisterkamp by e-mail in advance, and giving sufficient instructions, if it is the intention for Europallets, containers, flower trolleys, gitter boxes, securing straps, etc. to be exchanged. In that case, Heisterkamp will pass the instructions on to the driver in question. Without such an electronic message and clear instructions, Heisterkamp cannot be held responsible or liable for goods going missing or for (consequential) damage.

**Article 13. Excluded cargo**

Heisterkamp does not accept the following types of cargo, unless it has been approved at management level in writing in advance. Client is responsible and liable for all damages to the breach of this requirement

- money, valuable papers, precious metals, precious stones, pearls, works of art or objects with a value as a collector's item;
- medication;
- high value loads, if a cargo has a value of more than € 500,000, only after written confirmation
- excisable goods (tobacco, alcohol, spirits etc.);
- weapons, explosives, firework;
- livestock;
- disproportional/exceptional cargo's;
- tank transport
- separately poured and hazardous waste
- ADR tank transport
- ADR cargos of the following categories:
  - o ADR category 1: (explosive objects)
  - o ADR category 6.2 (infectious objects)
  - o ADR category 7: (radioactive substances)
  - o high consequence dangerous goods provided in Table 1.10.5.
- Perishable goods

**Article 14. Freight documents and delivery**

In principle, Heisterkamp does not provide the client with (original) waybills. The lack of a waybill does not form a reason to refuse to pay the cargo. Heisterkamp will endeavour to issue a (signed) waybill. The sender is obliged to issue the waybill to Heisterkamp and to complete it in full and truthfully. In that case, administrative costs and the costs for (registered) post, subject to a minimum of € 12.50 per document/dispatch, will be passed on to the client. Delivery ends when the trailer/container/semitrailer is parked or disconnected.

**Article 15. Cabotage**

Cabotage is permitted only in accordance with the prevailing EU regulation and any (additional) specific requirements per country with regard to cabotage. Client is liable for all damages to the breach of this rules.

**Article 16. Cash on delivery shipments**

Heisterkamp does not undertake cash on delivery shipments. If the driver, for whatever reason, is instructed by or on behalf of the client to undertake a cash on delivery shipment, Heisterkamp can never be held liable if money received for the shipment goes missing.

**Article 17. Secure parking**

The client must give clear instructions about high-value cargos. At the request of the client, secure car parks will be used to the greatest possible extent. In that case, the client must communicate in writing in advance which car parks can be used. The statutory driving and rest times must of course be observed. Secure car parks are also used if this is reasonably required in the opinion of Heisterkamp or a driver in the given circumstances. Any costs for secure parking are passed on to the client.

**Article 18. Setting of invoices**

The client is not permitted to set off the invoice against a claim against Heisterkamp.

**Article 19. Payment**

Heisterkamp's invoices must be paid within a 30-day term. The client is not permitted to set off its own invoices against outstanding invoices from Heisterkamp, unless the latter has agreed to this in writing in advance. The General Terms and Conditions for Payment of the TLN (2002) apply.

**Article 20. Collection**

If, due to late payment, invoices are collected by legal or other means, the collection amount will be increased with 10% in administrative costs, and any judicial and extrajudicial costs.

**Article 21. Change to the terms and conditions**

Heisterkamp is entitled to change these terms and conditions. After such change, the changed terms and conditions will apply to the next agreement with the client or another contracting party, including the preceding legal relationship. Insofar a translation of these terms and conditions is used, the text Dutch version will be binding. Government measures that cannot be influenced by Heisterkamp and which may have financial consequences for transport costs will be charged to the cost price calculation on the basis of pas through costs. They may include road pricing, charges, taxes and surcharges. If applicable, the client and Heisterkamp will discuss the way in which these costs are incorporated in the rates as from the effective date.

**Article 22. Liability**

Heisterkamp can never be held liable for (consequential) damage or loss. In the event that, despite the previous provision, Heisterkamp is liable for any damage or loss that is the result of intent or gross negligence of Heisterkamp, its managers or subordinates, its liability is limited to direct damage to objects or injury to persons and it will never relate to any operational losses or other consequential damage or loss, ,not limited, including loss of profits or income.

**Article 23. Recruitment of drivers by client**

Without the explicit written consent of Heisterkamp, the client or its subsidiary is not permitted to enter into an employment relationship with a Heisterkamp driver. If the client or its subsidiary enters into an employment relationship with a Heisterkamp driver without the explicit written consent of Heisterkamp, they owe six months of full pay in compensation.

**Article 24. Applicable law and competent court**

All offers from and agreements with Heisterkamp are exclusively governed by the laws of the Netherlands. All disputes arising from agreement concluded between the client and Heisterkamp or any other agreements arising from it will be resolved by the competent court in Almelo.