## General terms and conditions THE NETHERLANDS // Algemene voorwaarden en condities NEDERLAND

- NL cargo-partner Network b.v. handelt ten allen tijde als expediteur, nooit als carrier.
- EN Please do note that cargo-partner Network b.v. does not act as carrier but solely as forwarding agent.
- NL cargo-partner Network b.v. is lid van de FENEX.
  - Op al onze werkzaamheden zijn de Nederlandse Expeditievoorwaarden (FENEX condities), laatste versie, gedeponeerd ter Griffie van de Arrondissementsrechtbanken te Amsterdam, Arnhem, Breda en Rotterdam op 1 juli 2004, van toepassing.
- EN cargo-partner Network b.v. is a member of th FENEX
- EN All our services are subject to the Dutch Forwarding Conditions (FENEX conditions), latest version, as filed by the court registry at the District courts of Amsterdam, Arnhem, Breda and Rotterdam on the first of juli 2004.

### Fenex conditions Nederlandstalige versie

http://www.fenex.nl/Documents/Nederlandse%20Expeditievoorwaarden%20(1%20juli%202004).pdf

#### Fenex conditions English version

http://www.fenex.nl/Documents/Nederlandse%20Expeditievoorwaarden%20(Engels,%201%20juli%202004).pdf

- NL cargo-partner Network b.v. werkt onder AEO licentie, Authorised Economic Operator.
- EN cargo-partner Network b.v. is AEO licensed, Authorised Economic Operator.
- NL Al onze offertes zijn geldig voor ongevaarlijke goederen, tenzij anders gespecifieerd en gebaseerd op de huidige marktsituatie, wisselkoersen, toeslagen en is subject to space en carrier van onze keuze. Alle verdere voorwaarden kan u hieronder raadplegen in het Engels. Op uw aanvraag kunnen wij u ook de Nederlandstalige versie bezorgen.
- EN Our forwarding offers are only valid for harmless cargo, unless otherwise specified, and are based on actual market conditions, current rates of exchange, surcharges and is subject to space, carrier of our choice. All further general terms and conditions are displayed here below:

# AIR FREIGHT further general terms and conditons

Volume 1/6 = 1cbm = 167kgs

Our offer is to be understood without engagement and is in particular subject to normal unchanged conditions of transport

as well as to the rates of the freight, rates of exchange and tariffs in force on the date of quotation.

Delivery periods and dates are read to be without engagement. We are neither liable for delays nor penalties of any kind.

Surface carriage can be substituted for airfreight or seafreight transportation in parts of the agreed route.

In no case shall our liability exceed the limits determined by the Warsaw Convention, Montreal Convention, CMR, CIM or by B/L – conditions.

Cargo must be stackable and prepared + packed for shipping by air.

## SEA FREIGHT further general terms and conditions

The forementioned offer is subject to a confirmed booking, space and equipment availability and excludes VAT, import duties/taxes, if applicable.

The forementioned rates and prices are based on the cargo details as provided to us and are subject to increase in case those details would change. Our forwarding offer is based on actual market conditions, current rates of exchange, surcharges and is subject to space, carrier of our choice and can be revised without prior notice. All surcharges are VATOS (valid at time of shipping).

Unforeseen third party charges will be debitted to you on net/net basis.

All-in rates and price calculations to serve as indication only.

Goods need to be seaworthy packed at all times.

Bill of lading conditions are applicable to all our sea freight shipments.

Sea freight is charged on actual weight or volume weight, whatever yields the highest.

IMO cargo is subject to acceptance by carrier, line and ports for named vessel and charges should be requested seperately.

Delivery periods and dates are read to be without engagement. We are neither liable for delays nor penalties of any kind.

### SOLAS

"By delivering your cargo to cargo-partner for carriage you declare that you have verified the cargo weight in accordance with the applicable SOLAS regulations concerning the "Verified Gross Mass" effective from July 1st 2016 (available under www.imo.org) and indemnify cargo-partner its agents and partners from any and all damage resulting from an incorrect weight specification, including but not limited to penalties due to the excess of maximum payload, damage/delay due to the unloading of consolidated third party cargo or delays in the loading of the ocean vessel", **Attention**: The shipper is responsible for declaration of VGM and must confirm same with a signature from a duly authorized person and confirmation of calculation method used. Carrier penalties due to dead freight or not in time executing VGM procedure, will be for account of shipper at all times.

## Transport insurance

We would like to recommend a transport insurance for your consignments as this offer is currently excluding any, unless specified otherwise. We would be glad to assist you on your request as we can offer competitive rates.

### Excluding

This offer is excluding warehousing, special handlings, pick-up after standard opening hours and/or during the weekend. Also IMO surcharges, handling costs and any surcharge are not included, unless specified otherwise.

## Payment conditions and credit limit

Payments have to be transferred to our account immediately after issuance of the invoice unless a credit limit has been granted.

Duties and VAT have to be paid immediately, unless a credit term has been agreed. In this case an advance fee of 3% will be applicable.

Upon your request, we can check if we can grant your company a credit limit. Standard credit terms do not cover any duty / VAT.

Any granted credit limit may not be exceeded. Any expenses resulting from non-payment are at customer's cost.

All our invoices are payable in EURO.

Disputes regarding our invoices need to be reported in writing within 7 days after the invoice date.

### Claims

Claims will only be handled, if transmitted in written within 14 days after the invoicing date.