

GENERAL TERMS AND CONDITIONS
TRANSPORTATION OF GOODS

(version October 2014)

1. Gist Nederland BV ("**Carrier**") is to implement the instructions for the transport of goods as granted by the client ("**Client**") solely subject to the application of these general terms and conditions. The most recent version of these general terms and conditions will apply at any given time.
2. Transport instructions will only be handled insofar as these have been issued via the registration system that is observed by the Carrier.
3. The rates that are abided by the Carrier apply up to and including 31 December of each year and are newly determined per 1 January every year. The Carrier has the right to pre-maturely process increases in the cost-price determining factors (such as levies, toll charges and costs of fuel in accordance with TLN fuel price tracker and the like) in the rates.
4. The rates that the Carrier complies with are based on the transport volumes guaranteed by the client in the framework agreement. In the event of a negative deviation to these volumes of more than 15%, the Carrier is entitled to compensation for damages, in which the volumes will be measured on a yearly basis and then settled at the end of each calendar year. The Client is to put the Carrier in the position in which it would have been if 85% of the guaranteed transport volumes had been realised.
5. The Client is under the obligation to pay the invoices from the Carrier within fifteen (15) days after the invoice date. The Client will at all times remain responsible and liable for the payment of the invoices of the Carrier. The Client is not permitted to settle or suspend payments. The Carrier has the right to book payments towards older invoices, despite any intended allocation to more recent invoices on the part of the Client.
6. The Carrier does not transport COD.
7. The delivery times as specified by the Carrier are targeted times and are not considered to be deadlines. The Carrier is not liable for damages due to the specified delivery times being exceeded, nor will the Client have the right to dissolve the agreement in such cases.
8. The Carrier can opt to exchange and/or return transport materials (such as pallets, casks, carts and the like) and may keep records to that end, such as the written request of the Client in advance. The Carrier will only proceed to do so, if and insofar as such is possible under the given circumstances. The Client is to observe the instructions of the (personnel of the) Carrier in this respect. The Client is to furthermore make separate arrangements with the addressee and, where applicable, the sender, in order to enable the Carrier to timely exchange and/or return the transport materials. The Carrier does not accept any responsibility or liability with respect to the exchange and/or (timely) return of the transport materials. The general Gist terms and conditions of the Carrier apply.
9. The Carrier does not accept any liability for damages on the part of the Client that are the result of causes outside its influence.
10. The liability of Carrier is limited in accordance with the CMR-limit. The goods to be transported are not insured by the Carrier. The Carrier can arrange for goods transport insurance further to

a written request to that end in advance, such against payment of the costs involved by the Client.

11. The Client is to ensure that the packaging of the goods intended for transport offers adequate protection. The Carrier does not accept any liability for damages that result from a lack of adequate protective packaging.
12. The Carrier has the right to charge the Client additional waiting costs in the event of disproportionate waiting periods or delays.
13. Instructions for the transport of goods can be cancelled free of charge up to two o'clock in the afternoon (14.00h) on the day before the day of transport. The Client will owe seventy percent (70%) of the freight costs if the cancellation occurs later than that time.
14. Each of the parties has the right to dissolve this agreement should the other party file for a moratorium on payments or be declared bankrupt.
15. The nullity or lack of enforceability of any provision of these general terms and conditions or in the agreement to which these apply does not impair any other part of these general terms and conditions.
16. These terms and conditions and all disputes relating to these are subject to Dutch law.
17. Disputes relating to these general terms and conditions or to the agreement to which they apply can only be submitted to the competent Dutch court in Rotterdam.
