



# TRANSFORMING SUPPLY CHAINS

CUSTOMER PARTNERSHIP EXCELLENCE INNOVATION PEOPLE

## GENERAL TERMS AND CONDITIONS

### TRANSPORT OF GOODS

(with subcontractors)

(version May 2016)

1. These general terms and conditions apply to the transport of goods to be conducted by the transporter (“**Transporter**”) as commissioned by Gist Netherlands BV (“**Client**”). The most recent version of these general terms and conditions will apply in this respect.
2. Transporter will exercise due care in carrying out the transports for the Client. Transporter will ensure that all of the equipment meets all of the statutory requirements and standards, that the transports are carried out by competent and qualified personnel and that all of the necessary permits for national and/or international goods transport have been acquired.
3. Transporter to ensure that the cargo space used for the transports of food and sterile products is always clean, dry and odorless.
4. Transporter complies with the combined transport instructions described in **appendix 4**.
5. Transporter to ensure that all staff employed to carry out service for client complies with the personal hygiene regulation as described in **appendix 5**.
6. Transporter to ensure that all staff employed to carry out service for client will demonstrate polite and professional behavior when comes into contact with any of Gist’s employees or relations.
7. Transporter to ensure that staff is in the possession of safety shoes that meets the ISO EN 20345 or S3 requirement and high visibility clothing that meets the EN 471 class 2 requirement. In addition the clothing needs to be clean and representative.
8. Transporter to ensure that all staff employed to carry out service for client is equipped with a calibrated probe thermometer temperature for temperature recording that is required for shipments of food products under HACCP conditions.
9. Transporter to ensure that staff employed to carry out service for client is able to communicate in at least one of the following languages: Dutch, English, German or French. In addition staff is able to write, read and calculate on an acceptable level.
10. Transporter is bound to meet his statutory obligations with regard to the work activities carried out, including the deduction and payment of (wage) tax, social insurance contributions and national insurance contributions owed. Transporter indemnifies the Client against any and all claims that may result from the non-observance of these statutory provisions.
11. Transporter to familiarize and comply with the applicable safety rules that apply on any of Clients or third party’s locations. Violating could result in denial of access to the particular location for an indefinite period of time. The site safety rules that apply at the location of Gist Bleiswijk is attached as **appendix 6**. At any other locations of Gist the site safety rules are generally published on the Notice boards near the entrances.

Transporter will observe any instructions on the part of the Client with respect to the transport to be carried out. Client is authorised within the scope of the transport agreement to commission the chauffeur directly as referred to in article 8:1097 of the Civil Code. In addition, the client is authorized as the sender within the meaning of article 8:1090 of the Civil Code to instruct the chauffeur directly if the transporter cannot be reached and the progress of the transport requires that the instructions be immediately observed. Transporter indemnifies client for liability that arise out of any damage to goods or property, personal injury as well as financial loss as a result off delayed deliveries of which can be proven that negligence by transporter is the cause. Transporter will take appropriate steps to allow the affected party indemnified.

12. Transporter is to keep an adequate record of trips and will submit this to the Client. In addition, the cargo papers, receipts of deliveries, consignment notes and other documents are to be submitted to the Client after each trip as quickly as possible.
13. Transporter is to exchange and/or return transport materials (such as pallets, cask, carts and the like) at the request of the Client and will keep a record of these materials. The general cask terms and conditions of the Client apply.
14. Transporter is under the obligation to adequately insure its liability under the CMR-Convention and the General Transport terms and conditions 2002. At the request of the Client, the Transporter will provide a copy of the insurance policies and the terms and conditions of the insurance. In the event that the insurance cover lapses in the course of the duration of the cooperation, then the Transporter will immediately inform the Client accordingly and the Client will have the right to immediately terminate the agreement without being liable for damages.
15. Transporter to ensure that all vehicles are equipped with an airlock and/or fuel system cut off control.

The goods in traffic may not under any circumstances be left unattended:

In case the value of the complete consignment directly after loading exceeds the amount of EUR. 50.000, the vehicle may only be parked under the following conditions:

- The driver(s) remain in the direct vicinity of the loaded vehicle.
- The loaded vehicle is parked at a (physically) guarded parking area.
- The vehicle (locked and activated alarm) is parked in a fenced area or building that can be adequately closed.

16. Transporter is bound to have a liability insurance for (semi)trailers containers and similar which is provided to transporter by the client and declares to keep the insurance valid for the duration of any transport carried out for client.
17. Any equipment that is provided to transporter by client e.g. (semi)trailers containers, packaging, load restraint material pallet truck etc. may not be provided to third party's without approval of client by transporter.
18. When Transporter utilizes transport equipment provided by client the transporter is bound to check the vehicle for any visual deficiencies by using a pre-trip check form provided by client prior to commencing a trip from the location the transport equipment has been provided. The

pre-trip check form must be completed and signed by the driver and submitted to client alongside all other required transport documentation after finishing the trip.

19. Transporter is bound to check the cargo space of equipment provided by client of being clean, dry and odorless; any deficiencies must be reported to the client without delay.
20. Transporter is bound to report any damages and/or loss to client's property and/or goods in transit as well as any other deficiencies that have occurred in the duration that it was under the control of Transporter without delay.
21. Transporter is bound to appropriately maintain and wash the equipment provided by client. Transporter will not receive compensation from client.
22. Transporter is bound to ensure that inspection forms are correctly completed when delivering to or collecting trailers from ferry operators and/or "Huckepack-stations". Any deficiencies should be specified by representatives of the operators mentioned above.

If no deficiencies are specified on the inspection report there will be concluded that the damage was caused by transporter. The inspection reports must be submitted to client alongside other required transport documentation.

23. Unless explicitly otherwise agreed upon, the Client will offer no guarantees regarding volumes for transport.
24. Transporter indemnifies Client against any claims on the part of third parties, including Dutch and foreign (government) agencies that may be the result of or may be connected to work activities that the Transporter has carried out for the Client.
25. Either of the two parties has the right to dissolve this agreement in the event that the other party files for a moratorium on payments or is declared to be bankrupt.
26. Client has the right to prematurely cancel the agreement at any time by means of a written notification to the Transporter, with the right to payment of demonstrable rightfully incurred expenses. Client will not owe compensation for damages.
27. The Transporter is not permitted to suspend its performances further to the transport agreement or to exercise rights of retention with respect to the cargo to be transported.
28. Transporter is under the obligation to respect the business relations of the Client. Transporter will refrain from directly conducting transport activities for persons at companies with whom it has come into contact via Client and who are business relations of Client. This applies for a period of three (3) years after the work activities of the transporter for the benefit of the Client have ended. Further to a violation of this stipulation, Transporter will forfeit an immediately payable fine in the amount of EUR 2,500.- for each violation and day upon which the violation continues, such without any notice being required.
29. The nullity or non-enforceability of any of the provisions in these general terms and conditions or in the agreement to which these terms and conditions apply does not impair any other part of these general terms and conditions.
30. These general terms and conditions and any disputes relating to these are subject to Dutch law.

31. Any disputes relating to these general terms and conditions or to the agreement to which they apply may only be put before the competent Dutch court in Rotterdam.

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