

General Sales conditions

Art 1. Unless otherwise agreed in writing, these conditions are applicable to all offers and contracts. Our constituent's conditions are not applicable unless otherwise agreed in writing. Same constituents will protect us from revendications of third parties, to which our general conditions would not be applicable to.

Art 2. Depending on the nature of the operations, together with our general conditions following standard conditions are in force.

- On inland transport operations, the "Algemene Vervoerscondities 2002" lodged with the record office of the District Court of Amsterdam and Rotterdam.
- On international transport operations, the "CMR Treaty".
- On warehousing operations the "Algemene Opslagvoorwaarden", lodged with the record office of the District Court of Amsterdam and Rotterdam.
- On physical distribution, the "Physical Distribution Voorwaarden van de Physical Distribution Group", lodged with the record office of the District Court of Amsterdam and Rotterdam resp. nr. 177/2000 and 116/2000 on 01.09.2000.
- On all other activities the "Transport en Logistiek Nederland Algemene Betalingsvoorwaarden", lodged with the record office of the District Court of 's Gravenhage nr. 69/2002 on 02.07.2002.

These conditions will be sent to your address on first demand, without any costs.

When one of above-mentioned standard conditions is updated, the revised version is in force. Furthermore, we can agree other conditions than those above. In case of contradiction between standard conditions, we are entitled to make a choice. Loading and discharging operations are not included in transport. We are not responsible for the consequences resulting from failures committed during loading of the vehicle by our constituents, neither for bad tools provided by our constituents. We are not responsible for the contentance of containers loaded by our constituents, neither for the contentance of pallets. Constituents will never load more than what the vehicle is permitted to carry legally. If not, they will be responsible for all consequences.

Art 3. Our offers are without any engagement, and prices are based on actual costs. If these modify, as a result tariffs will modify automatically too. All our prices only include the transport price: all other additional costs (f.i. customs formalities, VAT, duties, ferry costs aso.) are supplementary. Our tariffs are based on normal transport conditions. When during the transport it appears that a certain destination is hardly accessible, tariffs can be raised. Constituent must take care of the insurance of the cargo.

Art 4. We have the right to schedule all operations, geographically and in time.

Art 5. All invoices must be paid within 30 days after invoice date. If not, an interest will be charged in surplus, of 12 percent on yearly basis. Furthermore, failing settlement of the invoice within 30 days following its date, an indemnity of € 25,- per day must be paid by the client, as well as all the costs and fees and expenses incurred by DM Logistics B.V., because of legal proceedings. Debts between parties cannot be compensated, unless otherwise written agreed. When – in case of non-payment of invoices – we have to sue constituents in court, all costs will also be charged. We are entitled to hold back goods, money and documents from the constituent until all invoice due has been paid. This pawn can be sold when invoices are not paid. Such a pawn can be replaced by another one at our personal convenience. Constituent cannot refer to eventually on previous occasions granted extension of time for payment. For Transports with loading or discharging place in France, art. L.132-8 of the commercial law is applicable between haulier, transport broker and shipping and receiving company.

Art 6. When there should appear to be a difference between the original version of our general conditions lodged with the record office and others c.q. translations inclusive this one, the original version will be in force.

Art 7. All points of difference between constituents and ourselves, will be judged by Dutch courts, and Dutch law will be applicable.