

General Conditions Kuehne+Nagel NV (Business Unit Road Logistics)

General:

1. Kuehne+Nagel NV (Business Unit Road Logistics) (hereafter also referred to as : "K+N") acts exclusively as forwarder. These terms and conditions apply to all our activities and agreements, as well as the General Belgian Forwarding Terms and Conditions 2005, published in the appendix to the Belgian Official Gazette dated 24th June 2005 under no. 0090237. In so far as K+N undertakes with regard to a principal to carry out its own freight transport, the transport operations are carried out on the basis of the Belgian General Terms and Conditions of Road Transport of Febetra, in addition to these general terms and conditions. The text of these conditions will be sent to you free of charge upon first request. In addition to our warehousing and contract logistics services, the general logistics conditions of Febetra will be applied.
2. As soon as an order has been given, it is automatically agreed that the principal has accepted the offer as well as the aforementioned terms and conditions.
3. In the event of contradictions between the Belgian General Terms and Conditions of Road Transport and the General Terms and Conditions of K+N, the arrangement contained in the General Terms and Conditions of K+N will prevail.

Placing the order:

4. The orders should be issued in writing (e-mail) or electronically (EDI, Internet).
 - Export shipments and shipments within the Benelux < 2.500 kg and/or 2 loading meters (hereafter also referred to as : groupage) : one working day before collection and latest 1600 hours.
 - Import groupage shipments : one working day before collection and latest 13:00 hours.
 - Export shipments and shipments within the Benelux > 2.500 kg and/or 2 loading meters (hereafter also referred to as : "LTL/FTL") : one working day before collection and latest 1300 hours.
 - Import LTL/FTL shipments: one working day before collection and latest 1100 hrs.
 - Orders not placed through K+N's electronic platform are subject to an additional charge.
5. For shipments cancelled within 1 working day before collection, and after 1200 hours, 70 % of the agreed rate will be charged.
6. For shipments cancelled on the day of collection, 100% of the agreed rate will be charged.
7. There will be charges for a later adjustment of the delivery terms (incoterms) per shipment.
7. Changes in composition of the shipment are only possible one working day before pick-up before 1730 hours or on the day of the pick-up, subject to written mutual agreement.
8. K+N has decided to handle the distribution paperless. In the event documents are required for a particular shipment, these documents must be firmly attached to the shipment in a clear document holder in a visible place. The paperless handling of goods does not apply to goods under customs control or goods on which the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) apply.
9. The client is responsible for stating the correct dimensions (length, width, height) and weights. If the transport order does not include full dimensions, K+N will charge a minimum of 0.4 loading meters per pallet. If incorrect dimensions are stated, an administrative cost per shipment will be charged, as well as a settlement according to the corrected dimensions.
10. Shipments should have visible and clearly readable name and address of the consignee.
11. Registering shipments (by telephone/e-mail) at the receiver are subject to charges. This has to be stated explicitly with every shipment. Standard transit times for these shipments may differ in these cases.
12. Booking-in service via an external customer, shipper or consignee portal are subject to additional charges.
13. Should the number of colli exceed the initial number of colli ordered, this could lead to longer transit times and possibly extra costs.

Goods:

14. The goods to be shipped or transported are non-hazardous merchant goods that are properly packaged. Goods that are not properly packaged can be refused by K+N. K+N will never be liable for damage as a result of a (hidden) defect in the packaging.
15. The maximum weight per carton/ package may be 25 kg. If a consignment consists of more than 5 cartons/packages, the goods must be palletized.
16. Instructions for the transport of dangerous goods must be given in writing or by electronic means, with all the necessary information on the documentation to carry out the transport within the framework of the ADR scheme (in particular sender's declarations and UN numbers). The goods must be packed in accordance with the legislation in force. K+N reserves the right to refuse goods that are not properly packed.
17. To ship dangerous goods (ADR) a surcharge applies depending on the country of destination and/or origin. ADR surcharges: details in the addendum.
18. Pick-ups/deliveries of LTL/FTL with a tail lift outside Belgium are subject to a minimum surcharge per shipment. Standard transit times for these shipments may differ.
19. Maximum weight for shipments loaded/delivered with tail lift is 800 kg per colli. For shipments with a gross weight over 430 kg, (un)loading facilities at the shipper and consignee are mandatory.
20. The transportation of indivisible over-dimension loads larger than 240 x 120x 220 cm (length x width x height) is only possible upon request
21. Transportation of goods with a length > 300cm and > 25 kg is on request only.
22. Maximum height for shipments < 2,500 kg calculated weight is 220 cm. If these heights are exceeded it is possible that boxes will need to be broken down. For this, additional fees are charged.
23. It is not allowed to neutralize consignments in the network.
24. Re-labelling of consignments comes at a cost..

Financial:

25. a. The standard payment term is 30 days maximum from the invoice date, subject to a credit limit authorized by K+N. Transport costs relating to a first assignment are payable in advance. K+N reserves the right to give (non-natural) legal persons no/less credit and/or require a shorter term of payment. Payment in advance can be required by K+N if the freight payer does not have a VAT code number. The payment term does not apply to VAT, import duties, excise duties and other customs taxes. Unless otherwise agreed, an advance payment applies to these amounts. An advance commission is applicable on VAT, import duties, excise duties and other customs taxes.e) Using K+N customs guarantees on behalf of the customer is subject to an additional cost.
- b. Any possible claims against carriers of K+N will not suspend the payment of invoices of K+N nor is the client authorized to offset any claims against those payment obligations.

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- c. Any collection costs resulting from exceeding the agreed payment term and/or credit limit are always fully borne by the freight payer. The applied commercial interest – in accordance with the Act of 2 August 2002 on compensation for delay in payment in commercial transactions – is owed from the day after the expiration date of payment.
26. a. Rates are exclusive of VAT.
b. Rates are valid for 1 loading- and 1 unloading address.
c. The rates are based on a kilogram, pallet- or loading meter quote per shipment and are charged in EURO (€).
d. The volume calculation will be determined as follows:
- | | |
|---|---------------------|
| - Gross weight (kg) | = actual weight |
| - 1 cubic meter (cbm) | = 330 kg |
| - 1 loading meter (ldm) | = 1,750 kg |
| - 1 euro pallet not stackable (max. 80 x 120 cm) | = 0.4 loading meter |
| - 1 industrial pallet not stackable (max. 100 x 120 cm) | = 0.5 loading meter |
- Goods with a length of < 240 cm and > 25 kg are calculated by taking the higher of the gross weight, cubic weight or loading meter weight.
- Goods with a length of < 240 cm and < 25 kg are calculated by taking the higher of the gross weight or cubic meter weight.
- Goods with a length of > 240 cm and > 25 kg are subject to a length surcharge of 25% over the agreed rate for the entire shipment.
- e. On an **international** level, the following aspects are adopted in the rate calculation:
- Goods are calculated in kg, cbm or ldm**.
 - For goods with maximum height of 120 cm and explicitly mentioned by the client as being stackable (see article g).
 - The maximum calculation of one column is the minimum calculation of the next.
 - Rounding paying weight: < 1,000 kg to nearest 10 kg; > 1,000 kg to nearest 100 kg.
 - For safety reasons ADR goods are always calculated as not stackable on kg, cbm or ldm**.
- f. For distribution in the **Benelux**, the following aspects are included in the tariff calculation:
- All consignments will be invoiced as not stackable**.
 - The maximum calculation of one column is the minimum calculation of the next.
 - Rounding paying weight: < 1,000 kg to nearest 10 kg; > 1,000 kg to nearest 100 kg.
 - For safety reasons ADR goods are always calculated as not stackable on kg, cbm or ldm**.
- **The highest paying weight of kg, cbm or ldm is calculated.
- g. Pallets are accepted as stackable if it is possible and permitted to assemble 2 pallets without causing an increased risk of damage during transport and transshipment. This does not apply to shipments in the Benelux.
- h. For shipments consisting of two pallets or more, a loading meter billing on the basis of pallet spaces (depending on stackability) applies. This means that two stackable euro pallets will be charged on the basis of one pallet space = 0.4 loading meter and two non-stackable pallets for two pallets spaces = 0.8 loading meter.
- i. Shipments in transit are free of charge on our cross-dock location for 3 working days. After these 3 days extra costs will be charged.
27. Transport rates are exclusive of: return or recycling of empty packaging, including current toll, port, ferry, charges kilometer taxes but exclusive any future kilometer charges that are imposed by the authorities or by a third party. K+N reserves itself the right to invoice these charges.
28. Transport rates are exclusive of diesel fuel surcharge (DOT). The DOT is variable and is calculated over the transport rates. The DOT-percentage is calculated periodically and can never be negative.
29. Transports to/from a country with a currency other than EUR may be charged with a CAF (Currency Adjustment Factor) surcharge.
30. On request K+N facilitates (within Belgium) the exchange of euro pallets/"gitter boxes" (hereafter referred to as : "packaging"), on basis of direct exchange, that is to say, the recipient must return immediately the same number of packaging as received with the delivery concerned. The returnable packaging must be ready for the exchange. Any additional waiting costs incurred will be charged (see article 40.) In the event of non-exchange, the right to return the relevant packaging will lapse. For administration of exchanging packaging, K+N charges a surcharge per euro pallet (max.33 units). Prices for returning of gitter boxes are on request only. For international shipments, pallets will be exchanged only after mutual agreement.
31. Adjustments to rates/costs due to government decisions and/or caused outside our sphere of influence will be charged.
32. The rates charged are based on information with regard to volume and frequency provided. If after expiration of a certain period of time the actual data does not match with information provided, then K+N reserves the right to adjust the rates to the actual situation.
33. Proof of Delivery (POD) may be claimed no later than 60 business days after shipping date. After the 60 days term K+N will have no other obligation than to try to obtain the POD's. The rates mentioned apply to the forwarding of the POD's as an invoice enclosure as well.
34. In case a POD cannot be delivered, the client does not have the right to suspend the payment of invoices of K+N.
35. Reclamations as a result of not visible damage should be reported on paper within 7 working days after delivery date. Reclamations as a result of visible damage should be formulated immediately (note on delivery receipt / CMR by the concerned persons).
36. Claims due to damage during transportation will be charged on the actual carrier(s) hired by K+N. K+N can be helpful to you with submitting claims against this/these actual carrier(s).
37. Claims must be submitted in writing and accompanied by invoices, reports of damages and other required documents for settling the claims.
38. K+N is not liable for loss, damage or delay due to situations out of our control, among which (but not limited to), weather conditions, fire, war or strikes.
39. K+N is never liable for any consequential losses.
40. Invoices will be sent by electronic mail by default. For invoices that must be sent by physical mail, K+N charges a surcharge
41. K+N acting as forwarder, can exercise the right of retention and right of pledge in respect of all goods, documents and monies relating to existing agreements and to previous agreements. The forwarder is authorized to exercise the granted rights for any amount(s) payable by way of delivery COD (Cash on Delivery) in respect of the goods.

Loading and unloading time/transit times (during working days 0800-1700hours local time):

42. Loading and unloading times (per loading or unloading address):
- a. Up to 2.5 loading meters: max. 20 minutes
Up to 5.0 loading meters: max. 25 minutes
Up to 7.5 loading meters: max. 35 minutes

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Up to 10.0 loading meters: max. 45 minutes

Up to 13.6 loading meters: max. 60 minutes

- b. Extra (waiting) time are at customer's expense.
- c. The specified transit times are in working days, calculated from the day after collection of the goods up until the day of delivery at the consignee.
- d. The specified transit times are valid for A-zones (industrial and/or trading areas) in the countries stated. For destinations outside of these zones, the transit times can deviate from the regular transit times. These transit times are available on request.
- e. The specified transit times can deviate during holiday periods
- f. The specified transit times only relate to unconditioned pallet goods in curtain sided trailers without tail lift. For all other kind of merchandise or used materials, deviating transit times can be applicable.
- g. The transit times for European distribution are published on our website. These transit times are indicative. No rights can therefore be derived from this. <https://be.kuehne-nagel.com/-/services/transport/road-transport/kn-eurolink>

Time deliveries

- 43. Time deliveries in groupage within Belgium are possible subject to surcharges
- 44. Time deliveries groupage within other European countries are possible to a limited extent, surcharges and conditions to be found in addendum.
- 45. Time deliveries LTL and FTL are on request.

Customs merchandise:

- 46. See summary fees and surcharges.
- 47. If the customs documents are issued by a third party, an administrative fee will be charged per shipment.
- 48. Costs for not being able to forward shipments to UK (or any non-EU countries), as a result of missing essential info will be charged (including but not limited to storage costs and admin costs)
- 49. Customs activities are only carried out after the customer has handed over a correct mandate for direct representation to KN. For shipments to the UK, a "power of attorney" and/or an "authorization letter" from the recipient must also be presented.
- 50. The customer is responsible for correctly stating the HS codes of the goods. Any customs costs, fines caused by the use of incorrect classification, are at the expense of the customer.
- 51. When transporting goods accompanied by customs documents, K+N shall not be liable for any document purification.
- 52. Customs examinations in Belgium or any other country are at the expense of the customer and not included in the rates. These costs are exclusive of any additional waiting hours.

Global Trade Controls

- 53. By accepting these Terms, you expressly warrant and guarantee that (i) all transactions and shipments tendered to K+N are authorized for export, transit, or import in accordance with all applicable U.S., EU, and national customs and trade control laws and regulations; and (ii) your Company, its owners, and all parties to your transactions are not subject to any export control or sanction restrictions. You further acknowledge that you are responsible for determining the licensing and permit requirements for all goods that are imported, exported, re-exported, in transit, or transferred, in any country and that you have an affirmative non-delegable duty to provide K+N with all information and data related to your shipment that is required to import, export, or bring in the goods, including but not limited to customs and import/export control data, sanctions information, and related documentation (including any licenses and permits). You guarantee and warrant that such data and information are accurate, complete and truthful and K+N shall be entitled to rely on them for the preparation and submission of customs data and/or import/export declarations or other information/applications on your behalf to governmental authorities, which you shall be required to review and validate prior to submission. In case of breach of the above guarantees and warranties, you shall fully indemnify and hold K+N and related companies harmless from and against all claims, liabilities, damages and/or losses suffered by K+N.

Other:

- 54. All-risk insurance for consignments is available only on written request. The insurance premium will be invoiced separately.
- 55. COD deliveries are available only on written request and only within Belgium. Costs for a COD shipment are subject of an add on % over the value of goods with a minimum and a maximum amount per shipment.
- 56. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. K+N is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.
- 57. In case of disputes, the competent courts of the district of Antwerp (Belgium) will have exclusive jurisdiction.
- 58. Belgian law is applicable.
- 59. Our privacy statement can be found on our website (<https://privacy.kuehne-nagel.com/>).