

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 metres (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 1400 hours.
 - Export shipments and shipments within the Benelux > 2.500 kg and/or 2 loading metres (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.
5. For shipments cancelled within 1 working day before collection, and after 1200 hours, 70 % of the agreed rate will be charged. For shipments cancelled on the day of collection, 100% of the agreed rate will be charged.
6. Charges for a later adjustment of the delivery terms (incoterms) will be € 25.00 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 metres per pallet. If incorrect dimensions are stated, an administrative cost of €15.00 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. Register shipment (by telephone/e-mail) at the receiver: € 9.75 per shipment. 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 portal: € 15.00 per shipment.
13. Manual orders (not issued electronically via EDI or Internet): € 4.95 per shipment.
14. Should the number of colli found exceed the initial number of colli ordered, than this will lead to longer transit times and possibly extra costs. These extra costs will be charged.

Goods:

15. The goods to be shipped or transported are non-hazardous merchant goods that are properly packaged. goods that are not properly packaged, K+N reserves the right to refuse these goods. K+N is never liable for damage as a result of a (hidden) defect in the packaging.
16. The maximum weight per carton/ package may be 25 kg. If a consignment consists of more than 5 cartons/packages, the goods must be palletised.
17. 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 to accept goods that are not properly packed
18. For arranging transportation of dangerous goods (ADR) a surcharge applies depending on the country of destination and/or origin.
ADR surcharges:
 - a. ADR shipments within the BENELUX: 10% on the rates agreed upon for entire shipment with a minimum of € 10.00 and a maximum of € 100.00 per shipment.
 - b. ADR shipments to Greece and Cyprus: on request.
 - c. ADR shipments to Denmark (pc 1000 up until 4900): 10% on the rates agreed upon with a minimum of € 75.00 and a maximum of € 250.00 per shipment.
 - d. ADR shipments to Finland, Norway or Sweden: 10% on the rates agreed upon with a minimum of € 110.00 and a maximum of € 250.00 per shipment.
 - e. ADR shipments to remaining European destinations: 10% on the rates agreed upon with a minimum of € 25.00 and a maximum of € 250.00 per shipment.
 - f. Previous articles do not apply to the transport of ADR Class 1, Class 2 (T, TF, TC, TO, TFC, TOC), Class 4.1 (D, DT, SR2), Class 5.2 (P2), Class 6.2 and Class 7 and UN 1790. Assignments for this are only possible on request.
19. For LTL/FTL pick-ups/deliveries with a tail lift outside Belgium, a surcharge will be applicable of min. € 75.00 per shipment. Standard transit times for these shipments may differ.
20. Maximum weight for shipments to be picked up/delivered with tail lift is 1,000 kg per collo. For shipments with a gross weight over 430 kg, (un-)loading facilities are mandatory.



21. The transportation of indivisible over-dimension loads larger than 240 x 120x 220 cm (length x width x height) is only possible upon request
22. Transportation of goods with a length > 300cm and > 23.5 kg is on request only.
23. 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 will be charged to you.
24. Charges for the neutralizing of consignments is € 27.50 per shipment.
25. Charges for the re-labelling of consignments is € 15.00 per shipment.

Financieel:

26. a. The standard payment term is 14 days from the invoice date at a maximum credit limit of € 4,500.00. In the case of a breach of this principle, transport costs relating to a first assignment must be paid in advance. K+N reserves the right to give (non-natural) legal persons no/less credit and/or require a shorter term of payment. Advance payment can be required by K+N if the freight payer does not have a VAT code number.
 - 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.
 - 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.
 27. 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 metre quote per shipment and are charged in EURO (€).
 - d. The volume calculation will be determined as follows:

- Gross weight (kg)	= actual weight
- 1 cubic metre (cbm)	= 330 kg
- 1 loading metre (ldm)	= 1,750 kg
- 1 euro pallet not stackable (max. 80 x 120 cm)	= 0.4 loading metre
- 1 industrial pallet not stackable (max. 100 x 120 cm)	= 0.5 loading metre

 - Goods with a length of < 240 cm and > 25 kg are calculated by taking the higher of the gross weight, cubic weight or loading metre weight.
 - Goods with a length of < 240 cm and < 25 kg are calculated by taking the higher of the gross weight or cubic metre 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 will be 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 will be 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 metre 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 metre and two non-stackable pallets for two pallets spaces = 0.8 loading metre.
 - i. Shipments in transit are free of charge on our cross-dock location for 3 working days. After that extra costs will be charged.
28. Transport rates are exclusive of: return or recycling of empty packaging, toll, port, ferry charges and/or any future kilometre charges that are imposed by the authorities or by a third party. K+N reserves itself the right to invoice these charges.
 29. 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 (source: <https://bestat.economie.fgov.be/bestat/>).
 30. Transports to/from a country with a currency other than EUR may be charged with a CAF (Currency Adjustment Factor) surcharge.
 31. On request K+N facilitates (within Belgium and to/from Germany and the Netherlands) the exchange of euro pallets/"gitter boxes" (hereafter referred to as : "packaging"), on basis of direct change, that is to say, the recipient must return 1 on 1 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 of € 2.10 per euro pallet (max.33 units). K+N uses a depreciation of 10% on the balance of the packaging. Prices for returning of gitter boxes are on request only.
 32. Adjustments to rates/costs due to government decisions and/or caused outside our sphere of influence will be charged.
 33. 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.
 34. Proof of Delivery (POD) may be claimed no later than 60 business days after shipping date.

The following costs will be charged: for export shipments: € 15.00 per CMR; import/national shipments € 7.50 per CMR/BVA. 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.

35. In case a POD cannot be delivered, the client does not have the right to suspend the payment of invoices of K+N.
36. 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).
37. 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).
38. Claims should be submitted in writing and accompanied by invoices, reports of damages and other required documents for settling the claims.
39. 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.
40. K+N is never liable for any consequential losses.
41. Charges for sending of invoices by post: € 3.50 per invoice.
42. The shipping agent 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 shipping agent is also authorized to exercise the granted rights for any amount(s) payable by way of delivery C.O.D. in respect of the goods.

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

43. Loading and unloading times (per loading or unloading address):
 - a. Up to 2.5 loading metres: max. 20 minutes
 Up to 5.0 loading metres: max. 25 minutes
 Up to 7.5 loading metres: max. 35 minutes
 Up to 10.0 loading metres: max. 45 minutes
 Up to 13.6 loading metres: max. 60 minutes
 - b. Extra (waiting) time will be charged to the customer at the rate of € 60.00 per hour. (€ 15.00 per every started 15 minutes)
 - 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 the so called 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/groupage-shipments>

44. Time deliveries

Groupage Benelux

Extra charge delivery before 08.00am	on request (min.€70.00)
Extra charge delivery before 10.00am	€ 40.00
Extra charge delivery before 12.00am	€ 20.00
Extra charge Just In Time delivery	€ 95.00

Groupage other EU countries

Extra charge delivery before 08.00am	on request (min.€ 80.00)
Extra charge delivery before 10.00am	€ 80.00
Extra charge delivery before 12.00am	€ 50.00
Extra charge Just In Time delivery	€ 95.00

LTL/FTL EU countries

On request

Delivery on a specific day later than the indicative regular transit time (fixed delivery): € 25.00

Delivery/collection within a fixed time frame (during working days between 0800-1700 hours local time):

- 1 hour window within Belgium: € 70,00
- 2 hour window within Belgium: € 40,00

Collection within Belgium between 08.00 – 12.00hours: on request

Customs merchandise:

45. Costs export customs clearing are € 50.00 per document (including 1 item). Extra items € 8.50 per item
46. Costs import customs clearing are € 50.00 per document (including 1 item). Extra items € 8.50 per item.
47. The advance payment, on amounts paid to third parties, in case of non-payment the date of clearance, amounts to 3% on advance taxes, import duties and VAT.
48. Costs for an ATR document are € 36.50 per document (in addition to the costs mentioned under article 45/46)
49. Costs for an EUR1 document are € 50.00 per document (including 1 item). Extra items € 8.50 per item.
50. Costs for transit documents are € 50.00 per document (including 1 item). Extra items € 8.50 per item. If an order has to be carried out by a third party, costs for transit documents are € 61.00 per document (including 1 item). Extra items € 8.50 per item.
51. Costs import customs for non-EU countries only on request. Only applicable on delivery duty paid shipments (DDP).
52. Costs for other customs services can be sent on request.

Other:

53. All-risk insurance for consignments is available only on written request. The insurance premium will be invoiced separately.
54. COD deliveries are available only on written request and only within Belgium. Costs for a COD shipment are 2% over the value of goods with a minimum of € 25.00 and a maximum of € 1,000.00 per shipment.
55. K+N is not responsible for providing any additional customs documents.

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 a dispute, authority is exclusively entrusted to the courts of the district Brussels, except for the right of the dispatcher to introduce the dispute to another judge.
58. All legal relationships to which these conditions are applied will be exclusively controlled by Belgian law.
59. Charges for customs examination in the United Kingdom (in case of selection by the customs): € 27.50 per scan. This is excluding possible additional waiting time.
60. Our privacy statement can be found on our website (<https://privacy.kuehne-nagel.com/>).

Summary fees and surcharges

Fee/surcharge	Costs	Extra info/ conditons see article
Shipment cancellation	70-100% of agreed rate	5
Later adjustment of the delivery terms (incoterms)	€ 25,00 per shipment	6
Register shipment (by telephone/e-mail) at the receiver	€ 9,75 per shipment	11
Register shipment at the receiver in an external system	€ 15,00 per shipment	12
ADR surcharge	Varies per destination/origin	18
Tail lift collection/delivery for a LTL/FTL shipment	€ 75,00 per shipment	19
Neutralizing a consignment	€ 27,50 per shipment	24
Re-labelling a consignment	€ 15,00 per shipment	25
Length surcharge	25% over the rate for the entire shipment.	27d
Administration of exchanging packaging	€ 2,10 per pallet (excl. depreciation)	31
Proof of Delivery (POD)	€ 7,50 - € 15,00 per POD	34
Sending invoices by post	€ 3,50 per invoice	41
Extra waiting time	€ 60,00 per hour	43b
Time deliveries groupage		
(during working days 0800 – 1700 hours local time):		
Delivery before 0800 hours	€ 70.00 - € 80.00 per shipment (minimum)	44
Delivery before 1000 hours	€ 40,00 - € 80.00 per shipment	44
Delivery before 1200 hours	€ 20,00 - € 50.00 per shipment	44
JIT (specific) time delivery	€ 95.00 per shipment	44
Delivery on a specific day later than the indicative regular transit time (fixed delivery)	€ 25.00 per shipment	44
Time deliveries LTL/FTL		
All	On request only	44
Delivery/collection within a fixed timeframe		
(during working days 0800 – 1700 hours local time):		
1 hour window within Belgium	€ 70,00 per shipment	44
2 hour window within Belgium	€ 40,00 per shipment	44
Collection within Belgium between 08:00 – 12:00 hours	On request	44
Delivery/collection outside working days and/or office hours (0800-1700 hours local time)	On request	
Custom fees/surcharges		45 t/m 50, 59
Charges reporting (i.e. KPI reports, shipment reports, tariffs in Excel)	€ 25,00 per file	57