

# Dalessi Internationaal Transport B.V.

## General Terms and Conditions

### 1. Acceptance / Credit limit :

- All contacts will be checked for their creditworthiness by a credit assessor. After this, the management will propose a credit maximum of which you will receive a confirmation in writing.

### 2. Rates :

- Rates are in euro and excluding VAT.
- Rates include (maximum) two “free” hours for loading and also include (maximum) two “free” hours for unloading.
- Rates are established on the basis of unaccompanied transport.
- Transit time: Day “A” loading → “Day “D” unloading. Monday to Friday 07.00h - 17.00h. Evening, night and/or weekend deliveries to be further agreed upon.
- All rates are established on the basis of AVC (General Transport conditions) (Domestic transport) and/or CMR conditions (International transport).
- The issued quotations are valid for a maximum period of 3 months.

### 3. Surcharges :

- Rates are excluding diesel surcharge.  
The diesel clause is calculated as follows: 30 % of our cost price consists of fuel; an increase of 3 % of the fuel costs means a rate increase of 1%. This is calculated on a monthly basis and confirmed to you in writing before the beginning of the next month.
- Rates are excluding ADR/IMO surcharge.  
Surcharge per ADR / IMO Class, per shipment: € 50
- Rates are excluding customs controls, all controls shall be at the cost and risk of the client.
- The costs of waiting during loading and/or unloading will be charged at a rate of € 45 per hour with a maximum of 5 hours, after which the “day rate” of € 450 will apply.
- If deliveries are postponed for two or more days, both the dock rental (at € 20 per day) and the trailer rental (at € 50 per day) will be charged to the client.

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## 4. Assignments

- All transport assignments have to be submitted to us in writing. The following details have to be provided when placing the assignment:
  - Your VAT number.
  - Complete contact details (name, address and city) of the loading and unloading address.
  - Opening hours of the loading and the unloading address.
  - Complete specification (trade name, no brand name!) and quantity of the goods to be loaded.
  - Any ADR/IMO data.
  - Particulars (T1 Goods, VAT reversed etc.)

We reserve the right to review the rate after amendments to the assignment.

(For instance, in case of an extra loading or unloading address, a customs stop, etc.)

## 5. Loading :

- It is the responsibility of the shipping agent/client to package and ship the goods in seaworthy packaging. Possible securing (fastening) of the load takes place according to the instructions and under the supervision of the shipping agent/client.
- All loading/unloading and cargo securing activities shall take place under the supervision and responsibility of the shipping agent/client and/or the recipient/client.
- Pallets and/or other packaging units cannot be exchanged.
- Maximum freight weight per load: 25,000 kg.
- It is prohibited to offer goods consisting of alcohol, tobacco and/or other excise goods for transport to Dalessi. It is also prohibited to offer goods for transport to Dalessi of which the value exceeds the amount of the limited liability stated in article 23 CMR. Dalessi shall not be liable for the damage resulting thereof. In any case the damage shall not exceed the amount of the CMR limit.

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- In case of ADR/IMO shipments, it is the responsibility of the shipping agent/client to provide the following information, documentation and stickers:
  - Correct (written) specification of the ADR/IMO class, in sufficient time before the beginning of the transport.

We cannot accept the assignment without confirmation of these data.

- ADR cards in the mandatory languages.
- Declaration of packaging in compliance with ADR/IMO regulations.
- Hazardous substances statement for transport over water (DGN Declaration)
- IMO Stickers for marking the trailer for transport over sea.

If the stickers are not made available by the sender/client, the costs of the stickers (€ 50 per IMO Class) will be invoiced.

- ADR/IMO Class 1, Class 6.2 and Class 7 are excluded from transport

## **6. C.M.R. / Freight documentation:**

- It is the responsibility of the sender/client to prepare the correct and mandatory CMR and/or other freight documentation and to provide them to the driver. (CMRs, ADR cards, Weighing notes, Appendix VII, etc.)

In case of missing CMRs and/or other freight documentation, we can in no way be held liable for the incorrect preparation of the CMR and/or other freight documentation. This is and will remain the responsibility of the client/sender at all times.

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## **General Terms and Conditions**

### **7. Liability:**

- All our work is, depending on the nature of the work, subject to:
  - For domestic road transport: the General Transport conditions 2002 (AVC 2002);
  - For cross-border road transport: the CMR treaty as well as the addition thereto: the AVC 2002;
  - For other work: the Dutch Expedition conditions, with exclusion of article 23 (arbitration clause);
- Insofar as not provided in the aforementioned conditions, the TLN (Transport and Logistics Netherlands) general payment conditions 2002 shall also apply. Regarding the aforementioned conditions, the most recently filed version shall always apply. Upon request, a copy of the requested conditions will be sent to you free of charge.
- The work to be implemented by Dalessi will be subject to Dutch law. All disputes may (also) be brought before the competent judge of the Court in Rotterdam.

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### 8. Invoicing:

- All the invoice amounts are always in euro.  
(Invoices in UK Pound Sterling and/or other currencies can be provided upon request)
- Invoices are sent excluding freight documentation, by post.  
(E-Invoicing is possible!).  
Naturally, all freight documentation is available upon request.
- The payment period is maximum 30 days after the invoice date.
- Costs of reminders and/or collection procedures shall be at the cost and risk of the client.

### 9. Payments:

- Exclusively electronic payments. (Internet banking)  
Payments by cheque will not be accepted.
- You are required to specify our invoice numbers for each payment.

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