

## Terms & Conditions

### 1. General

- These terms and conditions are only applicable on an offer or agreement between Decker B.V., henceforth called “Decker”, its employees and a Principal on which Decker has declared these terms applicable. Changes in these terms are only upheld when both parties explicitly and in writing agree to deviate.
- Decker executes its activities as a shipping agent and not as a transport company. On all these terms and conditions the ‘Nederlandse Expeditie voorwaarden 1999’ apply (filed at the clerk of the district courts in Amsterdam, Breda and Rotterdam). If the ‘Expeditie Voorwaarden’ cannot be applied, the AVC conditions will be upheld, also for international transport.
- If one or more of the articles in these terms and conditions will be declared null or voidable in part or fully, the remaining articles will uphold and remain applicable for the duration of the contract. JDS and Principal together will construct new terms in order to replace the void declared articles. During this process the goal and intent of the original articles will be leading.
- Client is solely responsible for insurance of his goods. When requested Decker can insure the goods against a competitive tariff.
- On all delivery conditions the incoterms of 2010 are applicable
- The department groupage works paperless. Goods will be shipped without any papers, when necessary these need to be applied by the client on the goods within a plastic case.

### 2. Offers & Proposals

- All offers and proposals of Decker are non-committing, unless it contains a term of acceptance. The standard term of acceptance is one month, after expiration no rights can be withdrawn from any offer or proposal made. Unless agreed otherwise in writing.
- Decker cannot be upheld on any offer or proposal if the Principal can assume reasonably that the offer or proposal contains an obvious clerical error and / or a mistake.
- A composed pricelist does not commit Decker to execute any part of an assignment against a related part of the price. Current offers and proposal do not automatically count for future offers and proposals.
- Creating a new tender for the same work, assignment or through changes in the request made by the client will automatically let the other created tenders expire.

### 3. Transport- and delivery conditions

- Every collo/pallet must be under the provision of correct information as name, address, city (including postalcode) of the receiver, this is the responsibility of the Principal. Providing no or incorrect information could cause a delay in the delivery for which JDS is not responsible.
- Decker applies the following sizes and weights to its shipments:
  - 1 M<sup>3</sup> = 333 kilogram
  - 1 Loadingmeter = 1.650 kilogram
  - 1 Europallet = 80x120x120 centimeter, not stackable = 660 kilogram

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- 1 Blockpallet = 100x120x>120 centimeter, not stackable = 825 kilogram
- Maximum sizes = width: 2,4 meters; height: 2,2 meters, length: 2,4 meters (only applicable to groupage)
- Maximum weight per colli with groupage is limited to 1250 kilograms
- Client provides Decker with the right information about the dimensions of the pallets. Providing no, or wrong information can cause a delay in the delivery date, which additionally can have cost consequences for which Decker is not liable.
- Each collo/pallet has to be packed with transport quality material and in a professional way. Forbearing using the right or any packaging material can cause a delay in the delivery date, which additionally can have cost consequences for which JDS is not liable.
- Transit times are mentioned in the tenders, when these transit times cannot be realized, CMR-conditions will apply and additional routes can only be realized against payment.
- Decker will provide the most careful effort to deliver within the within the agreed transit times as much as possible. When irregularities occur, you will be informed by the customer service department through phone or email. We will sent you an e-mail for shipments less than 3 pallets as soon as possible. This can also be on a moment that the driver already continued his route.
- Orders will be placed on workingdays before 15.00 hours, by email ([order@decker.nl](mailto:order@decker.nl)) / webportal or EDI which is linked to the office of Decker in Venlo. In addition by mentioning the shipments and the destination, client specific information as delivery times, vehicle type etc. will be provided. Orders need to be placed latest one day in advance of the latest loading date. When Client chooses for sending an e-mail and Decker has to process the order manually, €3,50 per order will be charged.
- Geographically hard to reach areas will be charged with extra costs by Decker. Postal codes of these areas can be requested by the sales department. Any changes in these costs will be passed on to the client.
- All customs related activities are solely the responsibility and the risk of the Principal.
- JDS acts exclusively as a forwarder with respect to customs formalities which activities are performed by an external customs agent. JDS acts exclusively as a proxyholder of the principal in which regard JDS will send a proxy to the principal if applicable. The customs agent will send the invoice addressed to the client per address to JDS as a proxyholder. The principal is and remains the sole debtor of the customs agent concerned.

#### 4. Pricing

- All tariffs exclude VAT and are valid till 31<sup>st</sup> of December of the current year, after which these are revised on the 1<sup>st</sup> of January based on the cost-price index of NEA.
- Tariffs are based on kilograms/pallets/m<sup>3</sup> or loadingmeters per shipment and are calculated in Euro's.
- Decker reserves the right to adapt tariffs during the contract period when significant changes in cost price determining factors arise.
- All tariffs exclude fuel surcharge (e.g. DOT). As a basis (e.g. minimum) for the calculation of the DOT a liter price of € 0.812 is maintained. Hence, a price increase of € 0.049 per liter

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implicates a 1% increase in the freight rates. For the actual average fuel price see CBS:

<http://statline.cbs.nl>. As a minimum a DOT of 0% is maintained.

- ADR orders will, under the provision of written permission for that ADR-order by Decker, be charged with an additional 20% of the freight costs. The minimum ADR surcharge is € 25,- with a maximum of € 114,-. ADR shipments need to adhere to the lawful demands. The right documents need to be mailed in advance of the shipment to Decker.
- The mentioned freight rates in the appendix exclude any toll and are excluding any rights on existing and future kilometer charges, which could be created by the government or any third party. If these extra costs occur, Decker will charge these costs to the Client.
- A proof of delivery will not be delivered with the invoice unless agreed otherwise in writing. The signed proof of delivery will be in the possession of Decker, however, are available to Clients by emailing or can be downloaded via the webportal. For every requested proof of delivery € 7,50 administration costs will be charged to the Client, with the exception for cases in which irregularities/manco's were present.
- When there is nothing to load, 80% error margin will be calculated on the total freight rate (multiplied with Maut, DOT and possible other charges).
- Timeframe surtax will be applied for loading/unloading within a certain timeperiod. Standard loading and unloading times are between 08.00 – 16.00 hours. When shipments are to be executed outside of the standard timeframe the client has to contact Decker.
- When an order cannot be unloaded, 180% error margin will be calculated on the total freight rate (multiplied with Maut, DOT and possible other charges) for orders >3 pallets outside the Benelux; 100% for the trajectory towards the unloading address and 80% for taking the goods in return to the warehouse of Decker.  
For orders till 3 pallets outside the Benelux 80% error margin will be calculated on the total freight rate (multiplied with Maut, DOT and possible other charges).
- Waiting costs will be calculated for the client, the charge per hour is € 50,00 (excluding VAT). Only when the time schedule of the driver allows waiting, the above mentioned charges will apply. If the time schedule of the driver does not allow waiting, his route will continue and Client will be informed.
  - 3000 kg :maximaal 0,5 hour per adress
  - 20000 kg :maximaal 1 hour per adress
  - +20.000 kg :maximaal 2 hour per adress.
- For collecting reimbursements Decker charges a fee in the form of a commission. The amount to be reimbursed will be paid by bank, and the fee of the reimbursement commission will be deducted from this amount
  - €15,00 up to an amount of €250,00
  - €17,50 up to an amount of €500,00
  - €20,00 up to an amount of €750,00
  - €22,50 up to an amount of €1000,00
  - €25,00 for amounts above €1000,00.

**5. Emballage**

- Emballage (good quality Europallets) which Decker receives via Principal will be put on balance to the principal. Only quality pallets will be accepted in the pallet pool. Both parties will keep a balance which will be formalized on a later determined time. When any difference in the balance occurs between Decker and Client, the administration of Decker will be leading in resolving any dispute. It is the responsibility of the Client to make sure all recipients of goods have empty and high quality emballage for trading (with a maximum of 33 europallets). If this is not the case, Decker can deduct these irregularities from the balance of the Client. When Client is not able or does not want to trade emballage it is the sole responsibility of the client to create a return process. The pallet pool trading system only includes europallets. Because of the degradation of the europallets in the palletpool 2,5% a month from the distributed europallet balance will be deducted. Trading only takes place in the Benelux, Germany and Austria.

**6. Payment**

- Payment of the invoices needs to be fulfilled within 14 calendar days after invoice date in a by Decker directed manner. The appropriate currency for payment is depicted in the invoice, unless stated otherwise in writing by Decker. Decker has the right to invoice periodically.
- Complaints on invoices need to be filled in writing to Decker within 7 days after the invoice date. When in default on this action the invoiced amount is final.
- DeckerS does not accept any repayments or recalculations on our invoices, unless JDS has agreed upon this differently in writing. The Client does not have the right to cancel your obligations towards Decker.
- Decker reserves the right to settle invoices with other enterprises in the holding or affiliates of the holding and/or apply group retention and the right to gain security in the form of an irrevocable bank guarantee when Client is in default on its payment obligations.
- When Principal remains in default with regard to its payment obligations an interest rate of 3%, unless the legal interest is higher, a month will be applied on the invoiced amount. The interest is calculated from the date of default up to and including the date Principal has fulfilled its payment obligations.
- Decker has the right to stretch fulfilled payments by the Principal after default, in the first place by deducting costs, subsequently by deducting the open interest, and finally by deducting the principal and current interest. Without going into default Decker can refuse an proposal for payment when Principal handles a different payment order. Decker can refuse full payment of the by Principal owed amount when interest, current interest and collection costs are not fully reimbursed.
- When Principal is in default of adequate and timely actions regarding its obligations towards Decker, any reasonable costs which are extrajudicial on account of the Principal. These costs are calculated on the basis of what is common in Dutch collection practices, currently embodied by the calculation method of 'Rapport Voorwerk II'. When the actual collection costs are significantly higher, but reasonably necessary the actual costs for reimbursement will be charged. Possible legal costs will also be charged on account of the Principal. Principal is charged legal interest on the collection costs.
- If Decker does not accrue court on (limitations) in previous mentioned terms and conditions any liability whatsoever for the remainder is limited to the amount that has been invoiced for the activities from which any damage is caused, unless there is cause of premeditation or recklessness from the statutory director. In case of any dispute on the

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applicable terms, Decker remains the right to have the final choice. Decker reserves the right in any dispute to determine the course of action. By contractually agreeing to the service of Decker, Principal agrees to be knowledgeable about the terms, and when necessary has received an example, and be knowledgeable about the legal relation between Principal and Decker. General terms and conditions of the Principal in any form will be rejected.

### **7. Liability**

- The provisions regarding liability in the FENEX-conditions will be applicable to these terms and conditions next to the 'Nederlandse Expeditie voorwaarden', when Decker executes international shipments as a shipping agent.
- Principal indemnifies Decker for any third party claims that may arise in relation to the execution of the agreement and suffer damage from which the cause is different than imputable to Decker.
- When Decker may be held responsible by a third party, Principal is obligated to support Decker in and outside court and do everything that may be expected in a certain case. If the Principal goes into default with regard to providing adequate support, Decker has the right to execute these actions on own initiative. All costs and damages on the side of Decker and third parties will be accountable and are for the risk of the Principal.

### **8. The personal data protection act**

JDS processes data for the execution of the booked shipments and acts as an editor in the context of the personal data protection act. Under the personal data protection act, responsibility lies with the client.

### **9. Applicable Law & Disputes**

- On all the legal relationships of which Decker is a party, Dutch law will be applicable. The Justice Court Limburg, location Roermond has the exclusive jurisdiction.
- All the involved parties will only involve the judge after they have put in every effort to solve the disputes in common ground.

### **10. Finding Place and Changes in Terms & Conditions**

- JDS reserves the right to change these terms and conditions unilateral taking into account the duty to inform Principal within reasonability and righteousness.
- Terms and conditions can be requested and will be send for free.

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