

FERLINER BV TRANSPORT CONDITIONS

For all our transport orders the following conditions are applicable:

- If the contract does not immediately react – by fax or e-mail – on this transport order, the contractor confirms that the transport order will be executed according to the specification as described in this document.
- If requested a signed original or neutral Ferliner BV CMR-dispatch note and packing lists have to be send to us; Ferliner BV, Oude Bosscheweg 11, 5301 LA, Zaltbommel, The Netherlands together with the invoice.
- The CMR/AVC has to state the date of the receipt, a stamp and a clear signature with name in block letters. Otherwise, Ferliner BV cannot take your invoice into consideration.
- In case of neutral loading/unloading: If this order is to be executed neutral the contractor is obliged to use only the CMR and packing list send by Ferliner BV. These papers will be send after loading. Furthermore all loading papers are not to be shown or handed over on the offloading place. Strict neutrality is a firm part of this order. If the contractor cannot guarantee that unloading can happen conform regulation, the contractor is obliged to inform us directly. If the order is not handled accordingly, Ferliner BV will hold you responsible for eventual costs that may occur for Ferliner BV. Please note, in the event that you cannot adhere to the neutrality and unloaded weights specified by Ferliner BV on the neutral CMR, Ferliner BV will be able to impose a fine with a maximum of 100% of the freight rate.
- The invoice accompanied with CMR copy must be send to: invoice@ferliner.nl. We do not need your invoice by regular post unless otherwise requested. The invoice must be equipped with our reference number stated on the load command state. On request the original papers should be send within one business day.
- During execution of this order, the contractor is responsible to uphold all applicable legislation; among others, but not limited to an alcohol and drugs policy. The necessary exploitation license and the alcohol- and drugs policy shall be submitted on a common request. The deployed vehicle has to meet all the common standards and directives within the European Union, as well as applicable in all countries ports. The driver needs to be a holder of a license that, at least corresponds to the category of the vehicle that he drives.
- Customer protection is part of this transport order. If the contractor accepts the transport he needs to adhere to this. If the contractor does not fully adhere to this rule Ferliner BV is hereby authorized to, without notice, fully charge you the penalty of € 5000,- (five thousand euro) per case.
- Wait hours will only be taken into consideration after written agreement with Ferliner BV; at a maximum rate of € 30,- per hour. Wait hours are only taken into consideration when written on the CMR dispatch.
- The transport will be done by you under CMR/AVC conditions.

- The truck should never be left unattended loaded and in case of transport the goods need to be secured accordingly. On request a copy of the G-23 clause can be forwarded by Ferliner BV. Ferliner BV would like to point out that the contractor is obliged to have a liability insurance . Upon request a copy must be provided.
- As a forwarder / agent as in Article 8:60 of the Dutch Civil Code, we have provided you with this transport order.
- The standard payment terms of Ferliner are, after receipt of the invoice; 60 days. Unless explicitly agreed otherwise in writing.
- **Subcontracting;**

Only with written approval by Ferliner, Carrier may subcontract the performance of any of its duties under this Contract. Carrier will check and screen the financial status and standing, the solvency and capability of each subcontractor and Carrier shall ensure that such subcontractor meets the standards and requirements as set by Ferliner for Carrier itself. Carrier shall ensure that its approved, checked and screened subcontractor(s) properly undertake(s) all relevant obligations of Carrier as agreed; Carrier shall be liable for acts or omissions by its subcontractor(s) (whether approved/ checked/ screened or not), its employees or other contractors as if they were acts or omissions by Carrier. Carrier shall hold Ferliner harmless against any loss, damage and/or financial loss resulting from unauthorized subcontracting by Carrier or resulting from subcontracting (a) subcontractor(s) not being checked and screened by Carrier and Carrier expressly waves any right to limit its liability for such (financial) loss or damage. It is understood between parties that in case of subcontracting Carrier acts towards Ferliner as carrier; under this Contract Carrier never acts as forwarding agent.

- The designated vehicle has to meet the legal requirements needed for the load. Drivers need to have safety equipment (safety shoes, glasses, approved helmet and vest)
- The contractor guarantees that its employees are paid according to the minimum statutory minimum wage in The European Union.
- The contractor is fully responsible for any deviations from this law and accepts himself any (financial) consequences which may appear to this. The contractor will not fall back to the client.
- This liability exemption for the principal also applies to defects which are caused by your possible charters. With acceptance of this transport, you agree to our terms and conditions
- By accepting this transport order you confirm to have taken notice of the applicable procedures within Ferliner BV. In case of transport irregularities relating to the transported materials, you have a direct reporting obligation to Ferliner BV, telephone number +31-73-5998340 during office hours from 08.00/17.00 hours, after 17.00 hours under number +31-6- 52483706 or +31- 6- 46432283.
- Furthermore, we act conform to the General Conditions of the FENEX (Dutch Forwarding conditions), latest version which is available for you on our website <https://ferliner.nl/expeditievoorwaarden/>
- On all our activities Dutch Civil Law is applicable – Ruled by authorized judge

FERLINER BV

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