

## **GENERAL TERMS AND CONDITIONS REMIRO FREIGHT SERVICES B.V.**

### **1. Definitions**

1.1. In these general terms and conditions, the following terms have the following meanings:

|           |   |   |
|-----------|---|---|
| RFS       | : | the private company with limited liability Remiro Freight Services B.V. |
| Agreement | : | any agreement, both oral and written, between Remiro and the Client.    |
| Client    | : | Remiro's contractual counterparty.                                      |

### **2. General**

- 2.1. These general terms and conditions apply to all offers and quotations from RFS as well as to all assignments given to RFS and agreements concluded between RFS and the Client and work performed by RFS.
- 2.2. Unless otherwise agreed in writing, RFS solely acts as a freight forwarder. All forwarding activities are subject to the Dutch Forwarding Conditions, including the arbitration clause, filed by the FENEX (Dutch organization for forwarding and logistics) registered at the District Courts in Amsterdam and Rotterdam on 1 May 2018.
- 2.3. The General Transport Conditions 2002 (AVC 2002) deposited at the District Court in Rotterdam and Amsterdam, The Netherlands, only apply if RFS itself performs the road transport.
- 2.4. All terms and conditions to be applied by RFS can be consulted and downloaded from our website [www.remirofreight.com](http://www.remirofreight.com)
- 2.5. The applicability of any of the Client's own purchasing or other general terms and conditions is explicitly rejected by RFS.

### **3. Prices and rates**

- 3.1. All prices and rates quoted are, unless stated otherwise, in euros exclusive of VAT (sales tax).
- 3.2. The validity of the prices and rates are stated in the quotation.

### **4. Payment terms**

- 4.1. The payment term is fourteen (14) days after the invoice date.
- 4.2. If the payment term is exceeded, the Client will be in default by operation of law without further notice of default. The Client is also due the statutory commercial interest ex art. 6:119a Dutch Civil Code. Payments from the Client are first deducted from the interest and costs due and then from the principal sum.
- 4.3. Any complaints about the invoice must be submitted in writing within eight (8) days of the invoice date, failing of which any right to complain will lapse.

### **5. Claims, Liability and Insurance**

- 5.1. Reports of damage or shortages must be made immediately in writing, stating the reason and provided with all relevant information about the shipment and the damage and/or loss.
- 5.2. Depending on the nature of the work, RFS's liability is determined by the sector conditions referred to in Article 1 of these general terms and conditions.

- 5.3. RFS is never liable for any indirect damage, including consequential damage, such as lost profit and damage as a result of business interruption and/or the loss of customers or goodwill.
- 5.4. Customs formalities are always at the expense and risk of the Client and the person in whose interest the work is performed.
- 5.5. RFS emphasizes that the goods to be transported or taken into custody on behalf of the Client are not insured by RFS. The storage and transport of the goods takes place at the expense and risk of the Client. RFS explicitly advises the Client to take out an adequate goods-insurance.

**6. Sureties**

RFS has a retention and/or right of pledge on all goods, documents and monies that RFS has or will receive for all claims that RFS has against the Client or owner of the goods or might have in future.

**7. Applicable law and competent court**

- 7.1. All legal relationships to which RFS is a party are exclusively governed by Dutch law, even if an obligation is fully or partially implemented abroad.
- 7.2. For claims made by RFS on the basis of art. 23 par.1 Dutch Forwarding Conditions that may be submitted to the regular courts, the Noord Holland District Court, location Haarlem, has exclusive jurisdiction.

**Remiro Freight Services B.V.**

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