

General Terms and Conditions - Oegema Transport

version 16 October 2018

This document contains the general terms and conditions of Oegema Transport. These terms and conditions apply to all offers, quotations and agreements of Oegema Transport Dedemsvaart B.V., Oegema Transport Culemborg B.V., Oegema Expeditie B.V., Oegema Vastgoed B.V. and Oegema Transport Czech s.r.o., hereinafter referred to as OEG or Oegema Transport.

Oegema Transport reserves the right to change these general terms and conditions at any time without prior notice. The most recent version of the general terms and conditions is available on our website www.oegematransport.nl. When submitting an offer, a quotation or an agreement, the most recent version shall also be provided to the client.

The following conditions apply in addition to the general terms and conditions of Oegema Transport: dependent on the nature of the agreement and services the following conditions and regulations apply; with regard to all our transport activities: the most recent version of the General Terms and Conditions of Transport (AVC 2002). In case of international transport, these General Terms and Conditions of Transport (AVC) apply in a complementary way to the Convention on the Contract for the International Carriage of Goods by Road (CMR). The abovementioned conditions have been filed at the Registry of the District Courts in Amsterdam and Rotterdam. In case of storage or transshipment operations the Dutch Storage Terms & Conditions (filed by FENEX) apply.

Specific arrangements with clients

A number of specific arrangements with a client may be included in the offer:

- Time of the deadline for the booking of shipments
- Time slot for the pickup of shipments
- Maximum number of shipments, KG and CBM per day
- Maximum number of time-definite deliveries per day

Oegema Transport will reschedule a shipment to the next working day if the time of the deadline for the booking or pickup has elapsed. The pickup deadline is a time from which Oegema Transport is able to pick up the shipment. Permission must be requested from OEG if a client would like to offer more than the maximum number of shipments, KG or CBM on a single day. Transit times are not guaranteed without a confirmation. Such permission must also be requested in case a client books more time-definite deliveries than the maximum number. It is not guaranteed that these time-definite deliveries will be carried out successfully without a confirmation.

The following standards apply in the case that no specific arrangements have been included in the offer:

- Time of the deadline for the booking of shipments
Day A – 5:00 pm
- Time slot for the pickup of shipments at the client
Day B – Between 8:00 am and 6:00 pm
(In this case, transport to the Netherlands is carried out on day C. Or on day C/D in case of transport to Belgium)
- Maximum number of shipments, KG or CBM per day
10 shipments, 7500 KG or 30 CBM
- Maximum number of time-definite deliveries per day
1 per day

Placing an order

The client is responsible for the complete, accurate and timely submission of information on a shipment. An order must contain at least:

- Name, address, postal code, city, country
- Number, unit, KG
- Pickup date and delivery date

In case of deviating sizes (other than easy-to-handle packages, euro pallets or block pallets), the following information is also required:

- Length, width and height specified in centimeters

If insufficient information is provided, Oegema Transport will delay the shipment and will ask the client for further details. This may result in additional costs.

Labelling

Every package and pallet must be labelled with at least the following information:

- Recipient: name, address, postal code, city, country
- Sender: name, address, postal code, city, country
- Package number and the total number of packages (e.g. 2 of 6)
- Unique scannable barcode for every package

A label that complies with these specifications can be printed via 'Oegema Online'. Oegema Transport will relabel a package if a label does not

comply with these specifications. Then a surcharge of € 0.50 per label applies.

Packaging

We deliver your shipments with care and attention. You can contribute to the quality of transport by ensuring that the goods are properly packed and correctly and sufficiently sealed. Any and all liability for damages ends, if the goods are insufficiently packed or sealed. The client also has to look critically to protruding parts of the pallets/load carriers. Oegema Transport has the right to delay goods that are inadequately packed or to repack them at additional costs.

Maximum pallet height

The maximum pallet height (incl. euro pallet) is 2.4 meter. In case of shipments that are higher than this maximum height, the client has to submit a request for a customized transport service to our sales department.

Standard weight – kg/cbm/loading meter conversion

We employ the following standard maximums:

- 1 M3 = 330KG
- 1 Euro pallet = 0.4 loading meter = 700 KG
- 1 Block pallet = 0.5 loading meter = 875 KG
- 1 Loading meter = 1750 KG

It is possible that deviating arrangements are made with a client. These are then included in the offer/the agreement and shall always have priority to the aforementioned.

Deviating dimensions or weight

In case of exceptions to these indicated dimensions and/or weight, Oegema Transport shall remeasure the package concerned with a laser-guided scan portal that is certified according to European standards. The dimensions and the weight will be adjusted accordingly, after which the rate will be recalculated. An official report concerning this particular shipment is available on request from facturatie@oegematransport.nl.

Standard transit times

Standard transit times for the distribution of shipments:

- The Netherlands = next working day (24 hours)
- Belgium = next working day +1 (24 to 48 hours)
- Luxembourg = next working day +2 (48 to 72 hours)

These specified transit times are not guaranteed during the construction industry holiday or during weeks with a national holiday. Transit times do not apply to shipments to and from an island. The transit times are also not guaranteed in the event of "force majeure". This includes extreme cases of frost, slippery road conditions, wind, storm, strikes, industrial action etc.

Opening hours

The following standard opening hours apply for carrying out the orders: between 8:00 am and 6:00 pm on Monday to Friday. In case of differing times, the client is responsible for providing these opening hours. Exceptions hereto are possible in consultation with our sales department at courier costs. For example, transport on Saturdays or Sundays, or after 6:00 pm on working days.

Incorrect delivery address

If a client provides an incorrect delivery address at the time of booking the order, all additional costs will be passed on at a cost of € 15.00 per quarter of an hour. There is no obligation to report the occurrence of an incorrect delivery address. The client can obtain a copy of the shipment report from facturatie@oegematransport.nl.

Refusal, no money or not at home upon delivery

In the event of a shipment being refused upon delivery, if the recipient has no or not enough money for a Cash-on-Delivery (C.O.D.) shipment, or if the recipient is not at home/open during regular opening hours: the costs for dead freight are 100% of the agreed rate + a surcharge for the return shipment (80%) to the cross dock in Dedemsvaart or to the client.

Cancellation

If an order is cancelled on the loading day, the costs for dead freight are 80% of the agreed rate. In case a shipment is already loaded, the costs for dead freight are 100% of the agreed rate + a surcharge for the return shipment (80%) to the cross dock in Dedemsvaart or to the client.

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Pickup or a transport order

Oegema Transport can only carry out a transport order if the client submits a formal request. For example, in case of a recipient 'spontaneously' wishing to give us a return shipment upon delivery. In that case the client is requested to issue a written order/EDI order, which will be added to the next planning schedule.

Accompanying documents

The delivery is always signed for on a standard OEG waybill. Accompanying documents such as a packing slip must be attached to the package or pallet. The client itself is responsible for other documents such as, for example, import documents.

Inspection of goods

Oegema Transport is entitled to open the shipment without prior notice and to inspect the contents for safety, security, customs or other legal reasons.

Storage

With respect to the insurance of goods in storage, a distinction is made between goods in the crossdocking warehouse (short term and the goods are already addressed to a recipient), or goods that are stored (multi-day and not yet addressed to a recipient).

Goods that are in our crossdocking warehouse are insured by default in accordance with AVC/CMR. This is subject to the condition that these goods are addressed to a recipient.

- CMR is insured up to a maximum of 7 days in the crossdocking warehouse, after that the Dutch Storage Terms & Conditions (filed by FENEX) apply
- AVC is insured in the crossdocking warehouse as long as the shipment has not been delivered by us.

In case the goods are stored, the Dutch Storage Terms & Conditions (filed by FENEX) apply.

The reimbursements of the AVC/CMR and the Dutch Storage Terms & Conditions (filed by FENEX) are based on the weight of the damaged part. Furthermore, there is no extended coverage against theft, loss or stock discrepancies. If the goods have a higher value, then clients need to take out an insurance policy themselves. If required, Oegema Transport can provide this against surcharge.

Payment conditions

Invoices must be paid within a 30-day term. No discount is applied and, therefore, payment must be made 100% net. Disputes with regard to an invoice should always be notified within 14 days by email: facturatie@oegematransport.nl.

Rate calculation method

Generally, our sliding scale rates are based on loading meters (LDM), kilograms (KG), cubic meters (CBM) and number of pallet spaces. The applicable rate can be determined by taking the highest number in the sliding scale.

Return shipment surcharge

If a shipment cannot be delivered, a surcharge of 80% of the agreed rate applies for the return shipment to Dedemsvaart.

Return shipment of packaging surcharge

If we need to take back packaging other than pallets (e.g. roll containers), then we charge a surcharge for return transport. The rates are exclusive of taking back packaging.

Unloading without supervision

If OEG unloads upon instruction of the client without the supervision of the recipient, we will make a note of it on the waybill. In such a case, the recipient accepts the responsibility for any damages or theft of the goods.

Desired location at the address for loading/unloading

The driver of Oegema Transport will ask for the desired location where the goods must be loaded or unloaded. In case the driver determines that there is too much risk of damage, the driver will propose an alternative location. If the recipient then still wants to have the goods unloaded at the desired location, Oegema Transport cannot be held responsible for damage to the pavement, street furniture, sills etc. This also applies to damages caused by powered pallet trucks, truck-mounted forklifts or crane truck.

Transport on Saturdays, Sundays or on public holidays

The rates mentioned do not apply to Saturdays, Sundays or public holidays, unless explicitly mentioned in the offer. Transport on Saturdays, Sundays or on public holidays is only possible upon request from the sales department. In these cases, special rates for a customized transport service will be drawn up. In case of international transport, also the national holidays of the country concerned apply.

ADR goods

Oegema Transport does not carry out transport operations of ADR goods. This is only possible upon request. This is always considered to be a customized transport service.

Islands, ferry costs and toll fees

- Distribution to the Dutch Wadden Islands is delivered to a transport center. These costs will be passed on to the client.
- Inner-city transport is delivered to a transport center. These costs will be passed on to the client.
- Ferry costs and toll fees will be passed on to the client.
- Islands and mountain areas in the rest of Europe are always upon request.

Tailgate surcharge

For partial loads our trucks in the Benelux are equipped with a tailgate as standard. For full truck loads (FTL) a tailgate is possible if this is indicated when the order is issued. Then no surcharge applies. If a tailgate is necessary for Germany, France, Austria, Switzerland or the Czech Republic, a surcharge of € 45.00 per shipment applies. For other countries, a tailgate is possible at rates for a customized transport service.

Surcharge box body truck address

We assume that an address is accessible with a standard 13.6-meter truck. If an address is not accessible with a 13.6-meter truck, but only with a box body truck, then the client must indicate this when the order is issued. Then a surcharge applies of 25% per shipment. Oegema shall carry out a check on the address details by means of master data. If this shows that it concerns a box body truck address, a surcharge will also be applied. There is no obligation to report the occurrence of a surcharge for a box body truck. The client can obtain details from facturatie@oegematransport.nl.

Truck-mounted forklift or crane truck surcharge

A truck-mounted forklift or a crane truck will be invoiced if;

- instructed by the client for a specific shipment or route,
- it concerns oversized goods that have to be unloaded from the side and if no forklift is available at the location,
- orders are issued with pallets having a weight of more than 1250 KG (and a maximum weight of 2000 KG per pallet),
- the address for loading/unloading is not accessible by a 13.6-meter truck or a box body truck, according to the estimation of a planner or driver, OEG will schedule a second delivery with a truck-mounted forklift at an additional surcharge.

The rate for a truck-mounted forklift or crane truck is:

- € 60.00 per shipment for The Netherlands, Belgium and Luxembourg.
- For other countries, a truck-mounted forklift or a crane truck is only possible at rates for a customized transport service via verkoop@oegematransport.nl.

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Cash-on-Delivery (C.O.D.) surcharge

Cash-on-Delivery (C.O.D.) shipments are not standard. The client has to make a single request in writing to verkoop@oegematransport.nl. If the money for a Cash-on-Delivery needs to be collected, then a surcharge applies. Cash-on-Deliveries are accepted by our drivers up to a maximum of € 2,500.00. Larger sums are only possible in consultation with our sales department. If counterfeit money is collected, this lies entirely outside the responsibility of Oegema Transport. Although Oegema Transport has no obligation to do so, money will be collected in the form of debit card transactions as much as possible. Oegema Transport does not accept cheques or credit cards.

Cash-on-Delivery surcharge		surcharge
from	up to and including	
€ 0	€ 500	€ 25.00
€ 501	€ 1,000.00	€ 27.50
€ 1,001.00	€ 1,500.00	€ 30.00
€ 1,501.00	€ 2,000.00	€ 32.50
€ 2,001.00	€ 2,500.00	€ 35.00
€ 2,501.00		on request

Maximum waiting time if 'not at home/open'

If the recipient is not at home or open during regular opening hours, in case of the distribution of a shipment smaller than 4 meters. The driver and the planning department will then try to contact the recipient and the client by phone. However, the maximum waiting time is 15 minutes to safeguard the proper progress of the shipment. This shall be calculated from the first moment of arrival of the driver.

Waiting hours

For the purpose of loading or unloading, the following sliding scale applies:

- Up to 1 loading meter: 15 minutes free of charge.
- Up to 3 loading meters: 20 minutes free of charge.
- Up to 6 loading meters: 30 minutes free of charge.
- From 6.1 loading meters until complete: 60 minutes free of charge.

After these 'free of charge minutes', a surcharge applies of € 15.00 per 15 minutes in case of normal transport. In case of transport by crane truck, a surcharge of € 17.50 applies per quarter of an hour. This will be calculated from the first moment of arrival of the driver. Waiting hours are calculated automatically, based on subsequent calculation. There is no obligation to report the occurrence of waiting hours.

Time-definite delivery surcharge

Oegema Transport offers the following options for time-definite deliveries. It is not possible to choose another time than one of these options. Specified times other than these options will be automatically rounded up. The standard opening hours are between 8:00 am and 6:00 pm from Monday to Friday.

The Netherlands:

- delivery before 8:00 am = € 65.00 per shipment.
- delivery before 9:00 am = € 55.00 per shipment.
- delivery before 10:00 am = € 45.00 per shipment.
- delivery before noon (12:00 pm) = € 35.00 per shipment.
- delivery before 2:00 pm = € 25.00 per shipment.
- delivery before 3:00 pm = € 15.00 per shipment.

Belgium:

- delivery before 10:00 am = € 75.00 per shipment.
- delivery before noon (12:00 pm) = € 65.00 per shipment.
- delivery before 2:00 pm = € 55.00 per shipment.
- delivery before 3:00 pm = € 45.00 per shipment.

Time-definite deliveries to countries other than the Netherlands or Belgium are only possible upon request via verkoop@oegematransport.nl at rates for a customized transport service.

Time slot surcharge

Oegema Transport offers the following options for time slots (FIX delivery). It is not possible to choose another time slot than one of these options. If a time-definite delivery and a time slot overlap each other, only the highest surcharge will be invoiced. This also applies to deliveries with a specified pickup time late in the afternoon that are limited because of the standard opening hours.

The Netherlands:

- Time slot of 1 hour = € 55.00 per shipment.
- Time slot of 2 hours = € 45.00 per shipment.
- Time slot of 3 hours = € 35.00 per shipment.
- Time slot of 4 hours = € 25.00 per shipment.

Belgium:

- Time slot of 2 hours = € 75.00 per shipment.
- Time slot of 3 hours = € 65.00 per shipment.
- Time slot of 4 hours = € 55.00 per shipment.

Time slot deliveries to countries other than the Netherlands or Belgium are only possible upon request via verkoop@oegematransport.nl at rates for a customized transport service.

Example 1: unloading in the Netherlands between 2:00 pm and 3:00 pm, there is a surcharge of € 55.00 Example 2: unloading after 3:00 pm in the Netherlands with a standard closing time of 6:00 pm, there is a surcharge per shipment of € 35.00

Surcharge manual entry of orders

We calculate a surcharge of € 2.50 per order if we have to enter a transport order manually. Transport orders that are issued via our 'Oegema Online', or an EDI file, are exempted from such a surcharge.

Rate calculation based on hours or kilometers

If the rate agreed upon is based on hours or kilometers, then this is in accordance with the following principle: start = log in at the home base of Oegema Transport and end = log off at the home base of Oegema Transport. If it is agreed upon that invoicing is based on theoretical hours or kilometers, then this is on the basis of the TLN-planner, in accordance with an appropriate vehicle profile.

Claims/reports of damage

Claims/reports of damage must be submitted to schades@oegematransport.nl within 24 hours, accompanied by the determination of liability.

Liability in case of special circumstances

Oegema Transport is not liable for any loss, damage or consequential damage resulting from circumstances beyond the control of Oegema Transport. These include, but are not limited to, electrical or magnetic damage to, or the erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the shipment, even if known to Oegema Transport; any act or omission by a person not employed or contracted by Oegema Transport – e.g. shipper, receiver, a third party, customs or other government officials; "force majeure" – e.g. cyclone, storm, wind, flood, earthquake, fog, war, a plane crash, embargo, riot, strikes or industrial action.

Liability

The latest registered version of all terms and conditions is always applicable. We would like to emphasize that the goods are insured according to AVC transport and CMR transport during shipment. The insurance in relation to the liability of the carrier is involved here. This insurance is based on the weight of the damaged/lost part. If goods have a higher value than the abovementioned amount, the client itself is strongly advised to take out a supplementary insurance. If desired, Oegema Transport can arrange for such a supplementary insurance at additional charge.

Oegema Transport is never liable for costs resulting from a late delivery such as; man-hours, waiting hours, travel expenses, costs of expertise research, loss of profit or sales, or extra freight costs. In case of a late delivery, Oegema Transport is maximal liable for:

- AVC = domestic transport, we reimburse up to a maximum of 2.5 times the freight rate
- CMR = international transport, we reimburse up to a maximum of 1.5 times the freight rate

If the actual costs are lower, then we reimburse up to a maximum of the actual costs. According to the AVC/CMR terms and conditions, the maximum reimbursement is lower, see the description below:

AVC - Article 13 - Compensation

1. The compensation owed by the carrier on the ground of non-compliance with his obligation pursuant to article 9 section 2 is limited to an amount of € 3.40 per kilogram; The carrier is not liable on the grounds of the contract of carriage for other damage than that arising from loss of or damage to the goods, such as consequential damage, business stagnation, or immaterial damage.
2. The number of kilograms as basis for the calculation of the amount specified in section 1 is the weight of the damaged or not delivered object as specified in the consignment note.

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3. If the carrier is liable because he did not deliver within the reasonable period specified in article 9 section 3, the compensation for delay in delivery is limited to once the freight; if the period specified in article 9 section 3 has been agreed in writing, the compensation is limited to twice the freight.

CMR - Article 23 - Compensation

1. When, under the provision of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.
2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
3. Compensation shall not, however, exceed 8.33 units of account per kilogram of gross weight short.
4. In addition, the carriage charges, customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damages shall be payable.
5. In the case of delay, if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.

Euro pallet exchange

If goods are packed on euro pallets, Oegema Transport will attempt to exchange these pallets at the address for loading and unloading. Oegema Transport is exempted from the liability to return the euro pallets to the client that are not exchanged by the recipient. We therefore accept no liability nor will we provide reimbursement, if we indicate that no pallets are received.

Oegema Transport can keep a record of the registration of the pallets at the request of the client. The client has to submit such a request via email: administratieP32@oegematransport.nl. The client is only entitled to any reimbursement from the moment that a written request is made. The registration of pallets by the client or third parties is not accepted as valid evidence for reimbursement.

Only euro pallets in good condition will be registered and can be exchanged. Damaged euro pallets cannot be included in the balances. A standard loss/failure percentage of 10% is calculated in all of the balances. This means that, if this occurs, Oegema Transport will return 90% of the pallet debt.

This exchange system for euro pallets only concerns the Netherlands, Belgium and Luxembourg. All pallets for other countries are considered to be disposable pallets.

Except for euro pallets, Oegema Transport has no exchange systems for packaging. This packaging is always considered to be one-way packaging material, unless explicitly agreed otherwise in the offer. Claims related to euro pallets must be submitted in writing or by email to Oegema Transport and at the latest within 1 month after shipment.

Digital invoice

It is our standard practice to send the client a digital invoice in PDF-format via email. An invoice by post is only possible upon request: facturatie@oegematransport.nl. The costs for an invoice by post are € 3.50 per invoice within the Netherlands and € 5.50 per invoice within Europe.

Waybill/POD

Waybills or Proofs of Delivery (PODs) are only sent digitally. These can be requested via 'Oegema Online'. All waybills and PODs can also be automatically sent on a daily basis via administratieP32@oegematransport.nl upon request. A waybill/POD by post is only possible upon request: administratieP32@oegematransport.nl. The costs for a waybill/POD by post are € 3.50 per waybill/POD within the Netherlands and € 5.50 per waybill/POD within Europe.

Validity of an offer

All offers issued by Oegema Transport are valid for the period indicated on the cover page of the offer.

All rates are based on the information provided by the client. Oegema Transport reserves the right to adjust the rates if the information provided or the actual supply of orders deviates substantially from the obtained or interpreted information during the offer stage.

In the case of changes in the cost price caused by new or modified law and regulation, Oegema Transport has the right to adjust the rates. This includes an introduction of toll fees in the Netherlands or a change in toll fees.

Disputes

All agreements made by Oegema Transport shall be governed exclusively by the laws of the Netherlands. All disputes arising from, or related to, any offer, order, agreement or undertaking to which these terms and conditions apply, will be settled by the competent court in Zwolle, the Netherlands, unless Oegema Transport, for reasons of its own, opts to put a dispute before a competent court according to the law.

VAT

All offered rates are exclusive of VAT.

Indexation

Our rates are indexed every calendar year with at least the annual NEA index.

Cost increases

Oegema Transport reserves the right to implement general cost increases beyond the influence of Oegema Transport. The client will always be informed in advance about such adjustments. Examples are; the introduction of toll fees in the Netherlands, the increase of MAUT in Germany, an adjustment in the collective labor agreement ('CAO'), cost increase due to the Brexit, etc.

Diesel clause

All our rates related to transport are subject to a diesel clause. The details of the diesel clause are set out in the offer.