

## Article 1 Scope of application

1. This general conditions shall apply to all offers and agreements between user (hereinafter referred to as "Bemotrans"), and "client", jointly referred to hereinafter as "parties", unless otherwise explicitly agreed in writing between the parties.
2. "Client" shall be defined as every (legal) entity with which Bemotrans wishes to enter into, enters into and/or has entered into a legal relationship, and besides client also there legal representative(s), authorized representative(s), successors in title and trusts and estates.
3. Parties declare that these general conditions also apply to future offers and agreements.
4. If one or more of the provisions of these general terms and conditions are invalid or set aside, the remaining provisions of these general terms and conditions shall remain applicable in full. Bemotrans and the client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.
5. The applicability of any purchasing or other conditions of client is expressly rejected.
6. The present general terms and conditions were drawn up in Dutch and English languages. The Dutch text is binding and shall prevail in the event of any discrepancy or difference between the Dutch and others texts.

## Article 2 Legislation and regulation

1. On all pursues employment by Bemotrans are applicable: **the Dutch Forwarding Conditions**, the Dutch Storage Conditions, The conditions for logistics activities, in all cases the most current version as published by Fenex and filed at the courts of Amsterdam and Rotterdam. In case of transport Bemotrans shall attention that all international transports are carried out subject to the CMR conditions and all national transports are carried out subject to the AVC-conditions.
2. In case of conflicts between the AVC, CMR-conditions and/or non- mandatory legal provisions and these general terms and conditions, present conditions will be binding.

## Article 3 Execution of the contract by user

1. Unless otherwise explicitly agreed in writing between parties, Bemotrans will determine how the task will be carried out, taking account that the capacity of the available equipment and people by Bemotrans also determine the operation time en the time of finishing their tasks.
2. If and in so far as required for the correct execution of the contract, Bemotrans reserves the right to have the work carried out by third-parties, without informing client.
3. Unless otherwise explicitly agreed in writing between parties, all tasks which are executed commissioned by Bemotrans, need to be executed in accordance with the "General instructions to carrier" (Annex). These instructions will be made available during, or as soon as possible after, conclusion of the contract between parties. These conditions are also available on [www.bemotrans.com](http://www.bemotrans.com).

### Article 4 Offers

1. All offers from Bemotrans are non-binding and are not automatically applicable to future offers.
2. An agreement shall only be established when and in much as Bemotrans has expressly confirmed that agreement in writing, or in case(s) Bemotrans undertakes actions demonstrating that Bemotrans recognises the existence agreement.
3. Bemotrans reserves the right to change offers in case of important reasons, also in case the agreement is already confirmed by Bemotrans. Bemotrans will inform client as soon as possible.
4. Extra costs as a result of a non and/or delayed execution of the agreement by Bemotrans, because client did not inform Bemotrans properly and/or client did not provide the requested information by Bemotrans, will be charged on to client.
5. After ratifying the agreement by parties, the content of the agreement could only be deviated in writing, accept the right of Bemotrans mentioned in article 4.3.

### Article 5 Suspension and dissolution

1. If client fails to meet his contractual obligations or meet them in full, client is in 'default' and Bemotrans is, without sending a notice of the default or a judicial intervention, authorized to:
  - suspend compliance with his obligations until fulfilment by client is sufficiently secured, and or
  - dissolve the contract, all this, without prejudice to other right accruing to Bemotrans and without liability to damages.
2. Bemotrans is further authorised to dissolve the contract immediately if client has asked for a suspension of payment or client is bankrupt, except in case Bemotrans still asked for fulfilment of the agreement
3. Bemotrans reserves the right at all times to claim compensation for damages related to the suspension or dissolution.

### Article 6 Retention

1. If client fails to meet his or previous contractual obligations or meet them in full, Bemotrans reserves the right of retention on all goods, funds and documents from client which are hold by Bemotrans.
2. All goods, funds and documents from client are stretching to collateral for all claims that Bemotrans has or will get on client. If client represents replacement collateral, these will be reviewed by Bemotrans before they agree or not agree these collaterals.

### Article 7 Payment

1. Payment is due within 30 days of the invoice date, without any deduction, discount or setoff, by depositing or transferring the payable amount to the bank or bank giro account

stipulated by the user. Objections to the level of the bills do not suspend the payment obligation.

2. If the client fails to remit payment within the 30-day period, the client shall be held in default by operation of law. The client shall in that case be liable for the payment of interest equal to the statutory interest rate at that time, at least 1% per month. The interest over the payable amount shall be calculated from the time at which the client was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
3. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of the user on the client shall become immediately due and payable.
4. Bemotrans reserves the right to have payments made by the client extend first to payment of costs, then to outstanding interest, and finally the principal amount and the current interest, even when client notice that the payment is related to a future bill.
5. Bemotrans reserves the right charged a reasonable down payment as well as a collateral related to the proceedings of performance by client.

### **Article 8 Collection costs**

1. All judicial and extrajudicial (debt collection) costs reasonably incurred by the user in connection with the client's non-compliance or late compliance with his payment obligations shall be for the client's account. These costs are set at 15% calculated on the amount of payment by the agreement, such with a minimum of € 150,00, unless by law precludes.
2. Bemotrans reserves the right to suspend their obligations under the agreement until client fully fulfilled their obligations.
3. Bemotrans reserves the right to deduct all claims against client with the earlier claims against client.

### **Article 9 Price increase**

1. If Bemotrans and client agreed with a price match, Bemotrans is nevertheless entitled to increase the price if, during the term of the agreement, salaries and/or any other costs change due to laws, decisions by public authorities of a force law nature.
2. If the price increase is more than 10%, client has the right to dissolve the agreement.

### **Article 10 Force majeure**

1. In each case all of the independent circumstances which prevent Bemotrans in their fulfilment of the obligations towards client, in whole or in part, or circumstances whereby fulfilling obligations cannot reasonably be required from Bemotrans (force majeure), including but not limited to war (danger), riot, hostage taking, lack of labor or raw materials, damage to machinery or installations, disruptions in the supply of energy during transport and storage, stagnation and again by all other causes beyond her fault or fault, will set Bemotrans free of any obligation to comply with, as long as the relevant

impediment persists. Claims for damages due to partial or total non-performance are also excluded in such cases.

2. During force majeure, Bemotrans's commitments shall be suspended. Client shall be informed as soon as possible of the force majeure. If the force majeure situation has lasted for two (2) months or more, Bemotrans has the right to dissolve the agreement in writing, in whole or in part, without an obligation to pay compensation.
3. If at the time of the commencement of force majeure Bemotrans part of its obligations has met, or is only partially meet its obligations, they shall be entitled to invoice separately executable part or already carried out and client is obliged to pay this invoice as if it were a separate agreement.

### **Article 11 Liability**

1. If Bemotrans should be liable, then this liability is limited to what is regulated in this provision.
2. All operations and activities take place at the expense and risk of client.
3. Bemotrans does not accept any liability for damage suffered by the other party, except if and in so far as the customer proves that the damage is the result of a breach or a tort and none of the limitations of liability arise.
4. Bemotrans is not liable for damages of any kind, caused by incorrect and/or incomplete information provided by client.
5. Bemotrans shall in no event be liable for indirect damages, including delay, consequential, lost profits, lost savings and damage due to business stagnation.
6. In all cases liability of Bemotrans is limited up to the amount parties agreed in the context of the agreement, and in case this was assessed as unreasonable by judicial decision, liability is limited to the maximum sum insured by the liability insurance or any other insurance.

### **Article 12 Redundancy pay**

1. Bemotrans accepts a period of two hours for loading and/or unloading a complete load and one hour for loading and/or unloading a partial load (incl. administrative acts). After this term, client pays Bemotrans redundancy pay, in fact: an amount of € 50,00 per hour. Waiting times in the port caused by (incorrect) customs formalities will also be charged to you per waiting hour.
2. Cancellation on the day of loading or failure to complete customs formalities in time will be charged with 70% dead freight.

### **Article 13 Confidentiality**

1. Parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their contract, unless publication is ordered by Law of jurisprudence.

### **Article 14 Insurance**

1. Insurance of any kind, will be chargeable for the account and risk of client, and will only be provided after written order and written acceptance thereof by Bemotrans. The command to order for Insurance should accurately describe the risk(s), since otherwise the command is considered not accepted resp. not been given. Bemotrans is at all times entitled to refuse an order for insurance.
2. Acceptance or refusal of the offered risk is handled by insurer or provider. Bemotrans has no control about such considerations.

### **Article 15 Applicable law and competent court**

1. To all legal relationships between Bemotrans and client to which these general terms and conditions apply, Dutch law is applicable.
2. Any dispute arising from the contract concluded between parties will only be settled by the competent court of the area in which Bemotrans is located (arrondissement Oost Brabant), unless another court is prescribed by law.
3. Parties will first appeal to the Court after they have committed to do its utmost to settle a dispute in mutual consultations.

### **Article 16 Source of the conditions**

1. These conditions are filed at the Chamber of Commerce in Eindhoven.
2. The most recently filed version shall always apply, or, as the version valid at the time of the emergence of the legal relationship with Bemotrans.
3. The Dutch text of the general terms and conditions prevails at all time for the explanation thereof.

## General Instructions to hauliers

Industrieterrein De Scheper  
Herder Pasmansdreef 7,5688 HW Oirschot  
Tel: +31 (0)499 577 545 / Fax: +31 (0)499 577 273  
INTERNATIONAL FORWARDERS  
planning@bemotrans.com / www.bemotrans.com  
IBAN NL02RABO013.38.09.676  
K.v.K. nr. 18032571  
B.T.W./V.A.T. nr. NL-804705550801

- During loading the driver must be at the loading place.
- You must check the quantity and quality of the goods.  
This must be according to the CMR and this order instruction.
- Stowage and tying up the cargo is the drivers responsibility.
- Full loads have to be sealed. (Tautliner and tilt trailer must be equipped with a TIR-cord.)
- As transport company, the cargo is your responsibility.
- It is not allowed to leave the vehicle or the cargo unattended.
- If it's necessary to park during the transport, this is only allowed on secured parking area's.  
A list with all secured parking area's will be sent to you by Bemotrans at your request.
- Transport companies wich are staying over the weekend, must be park their vehicle under security only. This means: alarm, camera watch and-or permanent watch. It's also allowed to park the vehicle in a garage accommodation with above demands.  
Bemotrans needs a written confirmation of all security measures taken.
- The carrier must be able to reach Bemotrans 24 hours a day, 7 days a week. It is the responsibility of your management. The phone numbers of Bemotrans management are:  
Mr. A. van Beers: 0031-653867887 or Mr. H. van Beers: 0031-646193665.
- Bemotrans must have a phone number from your management. Your management must be able to reach the driver at any time.
- In case of arriving at the delivery address and unloading is not possible, you must report at the security of the delivery address. The vehicle has to be parked up in full sight of the security and may never, under no circumstance be left unattended.
- The on the transport order indicated date and time of delivery must be maintained at all times. If, by any reason, you cannot meet the indicated time limits, you are obligated to inform Bemotrans immediately.
- If, by any chance, the driver cannot attend the unloading of the cargo, you must inform Bemotrans at all times. This circumstance must be noted on the CMR.
- In case of damage and/or other irregularities you must inform Bemotrans by telephone.  
Telephone numbers: 0031 499577545, 0031-653867887 or 0031-646193665.
- You have to make sure that the arrival-and departure time at the delivery address are correctly mentioned on the POD. Before the consignee signs for the receipt of the goods. (Name must be printed). Any difference in quantity of the goods must be noted on the CMR.

**If you cannot meet the above mentioned conditions, you are obligated to inform the management of Bemotrans before loading!**