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GENERAL TERMS AND CONDITIONS HVG LOGISTICS B.V.

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

- HVG Logistics B.V.: HVG Logistics B.V.
- Client: Every natura land/or legal person and/or entity who awards an order or contract to HVG Logistics B.V.
- Order: Every request, reservation, request for quote, transport order and/or agreement in which HVG Logistics B.V. organises logistical and/or transport services.
- Services: All work performed by HVG Logistics B.V., including forwarding, organisation of transport, logistical coordination, supply chain management, customs activities, intermediary warehousing, coordination of distribution and other logistic services.
- Goods: All goods that are subject to an order.
- Third parties: All by HVG Logistics B.V. engaged carriers, charters, warehousing companies, terminals, customs agencies, logistics service providers and other auxiliary persons and/or companies.

Article 2 – Capacity of HVG Logistics B.V.

1. HVG Logistics B.V. acts solely as expeditor within the meaning of the Dutch Book 8.60 BW and NOT as carrier/forwarder, as contractual carrier, performing carrier, warehouse holder, warehouse keeper, custodian or logistics service provider with one's own performance, unless explicitly and extramural agreed upon.
2. HVG Logistics B.V. organises, coordinates and directs transport flows as well as logistical services on behalf of and at the expense of client
3. HVG Logistics B.V. does not possess its own tractor units and does not carry out transport operations itself.
4. The actual effectuation of transport, handling and transshipment, distribution, storage, customs formalities, and other logistics activities may be carried out by carefully selected carriers, sub-carriers, warehousing companies, terminals, and other logistics service providers. The engagement of these third parties takes place in accordance with the applicable FENEX conditions.
5. By issuing an assignment or order, the client expressly acknowledges that HVG Logistics B.V. acts exclusively in its capacity as an expeditor.

Article 3 – Relevance

1. The General Terms and Conditions of HVG Logistics B.V., as filed with the Chamber of Commerce, and the most recent Dutch Forwarding Conditions (FENEX) apply exclusively to all quotations, orders, agreements, activities, services, transport requests, invoices, and other legal relationships involving HVG Logistics B.V. The General Terms and Conditions of HVG Logistics B.V. and the FENEX Conditions form an integral part of every agreement with HVG Logistics B.V.
2. The FENEX Conditions contain, among other things, provisions regarding liability, limitation of liability, indemnification, payment, rights of pledge and retention, time limits for claims and limitation periods, and dispute resolution.
3. By placing an order, the client declares that they have taken note of the applicability of the General Terms and Conditions of HVG Logistics B.V. and the FENEX Conditions, and that they accept them.
4. Any general terms and conditions of the client are explicitly rejected.
5. If any provision of these terms and conditions proves to be void, voidable, or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect.
6. In the event of a conflict between translations of the terms and conditions, the Dutch text shall prevail.

Article 4 – Engagement of third parties

1. HVG Logistics B.V. is completely free to choose carriers, warehousing companies, terminals, ferry operators, customs agents, and other logistics partners.
2. HVG Logistics B.V. is entitled to have assignments carried out, in whole or in part, by third parties.
3. HVG Logistics B.V. is authorized to enter into agreements with third parties on behalf of the client that are necessary for the execution of the assignment.
4. Their own terms and conditions may also apply to the activities of these third parties.
5. HVG Logistics B.V. is liable solely in accordance with the applicable General Terms and Conditions of HVG Logistics B.V. and the FENEX Conditions.

Article 5 – Quotations and rates

1. All quotations are without obligation unless stated otherwise in writing.
2. Quotations are based on the information provided by the client.
3. Unless otherwise agreed in writing, rates exclude VAT, taxes, import duties, excise duties, customs charges, insurance, fuel surcharges, tolls, ferry costs, waiting times, storage costs, security measures, ADR-related costs, government levies, and other additional costs.
4. If the information provided proves to be incorrect or incomplete, HVG Logistics B.V. reserves the right to adjust prices and charge additional costs.
5. The rates in the quotation are based on the standard size-to-weight ratio of 1:3. If the actual size-to-weight ratio differs from this ratio, the contractor is entitled to adjust the rates accordingly.

Article 6 – Rate changes

HVG Logistics B.V. is entitled to adjust agreed rates in the event of rising fuel prices, changes in legislation, tolls, ferry surcharges, labour costs, congestion surcharges, currency fluctuations, government measures, capacity issues, or other circumstances that increase costs.

Article 7 – Financial security/pledge

1. HVG Logistics B.V. is entitled, prior to entering into an agreement, to require security from the client for the fulfilment of both monetary and other obligations.
2. In addition, HVG Logistics B.V. is entitled to demand additional security in the form of bank guarantees during the performance of the agreement.

Article 8 – Transport insurance

1. Unless expressly agreed otherwise in writing, HVG Logistics B.V. does not arrange transport insurance.
2. Stating the value of the goods does not mean that insurance is being taken out.
3. The client is strongly advised to take out separate goods insurance covering loss, theft, damage, general average, delay, cybercrime, and other transport-related risks.
4. In the absence of a separate written instruction to arrange insurance, all risks shall remain at the expense of client.

Article 9 – High-value and theft-prone goods

1. The client must provide prior written notification of goods carrying an increased risk of theft, fraud, or safety issues.
2. These include, among others, electronics, smartphones, tablets, computers, alcoholic beverages, tobacco products, pharmaceutical products, cosmetics, luxury goods, designer items, excise goods, precious metals, non-ferrous metals, and other high-value goods.
3. HVG Logistics B.V. may apply additional conditions, security measures, or rates for such goods.
4. If the client fails to declare such goods, all consequences and costs shall be entirely for the client's account and risk.

Article 10 – Use of HVG-materials and means of identification

1. The use of trailers, semi-trailers, containers, load units, documents, digital systems, means of communication, or other assets bearing the name, trade name, logo, or corporate identity of HVG Logistics B.V. does not lead to the conclusion that HVG Logistics B.V. is acting as a carrier.
2. The provision, deployment, or use of trailers, semi-trailers, or other transport units belonging to HVG Logistics B.V. by third parties takes place exclusively within the scope of HVG Logistics B.V.'s freight forwarding activities.
3. Even where transport is carried out using trailers, semi-trailers, or other equipment owned by or operated under the name of HVG Logistics B.V., HVG Logistics B.V. continues to act solely as a freight forwarder.
4. The Client acknowledges that the use of equipment, documents, or means of communication belonging to HVG Logistics B.V. does not, in itself, establish a contract of carriage with HVG Logistics B.V. and does not constitute grounds for designating HVG Logistics B.V. as a carrier or contractual carrier.

Article 11 – Accessibility of loading and unloading locations

1. All rates are based on accessibility of the loading and unloading locations, mentioned in the order by means of a standard tractor-trailer or drawbar combination with 13.60 loading meters—or comparable international road transport equipment—unless stated otherwise in the quotation.
2. The client must ensure that loading and unloading addresses are accessible to the specified equipment.
3. Should additional vehicles, equipment, permits, loading or unloading facilities, waiting times, or actions prove necessary, HVG Logistics B.V. is entitled to charge the associated costs to the client.
4. Additional equipment includes, among other things, city trailers, box trucks, vehicles with tail lifts, truck-mounted forklift capabilities, crane trucks, ADR equipment, and other specialized aids.

Article 12 – Loading, unloading and waiting times

1. The client must ensure that loading and unloading can take place without unnecessary delay.
2. In the case of a full truckload, two (2) hours for loading and two (2) hours for unloading are deemed to be included in the agreed price. The included loading and unloading times will be shorter, commensurate with the size of the load.
3. In the event of delays arising during loading, unloading, check-in, waiting for documents, customs clearance, security procedures, access controls, or other circumstances beyond the control of HVG Logistics B.V. or the carrier engaged by it, HVG Logistics B.V. is entitled to pass on the resulting costs to the client separately.
4. The amount of waiting-time compensation is determined in accordance with the rates of HVG Logistics B.V. applicable at the time of performance.
5. Any part of a delay period may be charged as a full unit.
6. Waiting times and associated costs shall be borne entirely by the client if they arise from circumstances attributable to the client, the sender, the recipient, or other involved third parties.

Article 13 – Extra loading-, unloading- and deliver locations

1. An agreement is based on the number of loading, unloading, and delivery locations as stated in the quotation or order confirmation.
2. If additional locations are added during performance, HVG Logistics B.V. is entitled to charge additional costs for these locations.
3. Any additional costs are determined based on extra distance, travel time, administrative work, handling, and operational deployment.
4. HVG Logistics B.V. reserves the right to refuse additional locations if, in the sole judgment of HVG Logistics B.V., they are not feasible.

Article 14 – ADR goods and hazardous substances

1. ADR goods are transported solely following prior written acceptance by HVG Logistics B.V.
2. The client is fully responsible for the correct classification, packaging, labelling, documentation, and safety information.
3. The Client guarantees compliance with all applicable national and international regulations.
4. HVG Logistics B.V. is entitled to apply additional safety measures, security measures, and surcharges.
5. Any damage, fines, delays, or costs resulting from incorrect or incomplete information shall be borne entirely by the client.

Article 15 – Security measures

1. If, in the opinion of HVG Logistics B.V., additional security measures are necessary, the associated costs will be charged to the client.
2. Security measures include, among other things, secure parking, GPS monitoring, live tracking, vehicle surveillance, dual-driver crews, secure storage, escort services, and other safety features.
3. For high-risk goods, HVG Logistics B.V. may impose additional requirements before accepting an assignment.

Article 16 – Delivery appointments and time windows

1. Stated expected arrival times, transit times, delivery times, and time windows serve solely as an indication.
2. Even if specific loading or unloading windows are agreed upon, HVG Logistics B.V. assumes only an obligation of best efforts.
3. Delays caused by carriers, terminals, customs, government authorities, traffic conditions, weather conditions, or other external factors do not result in additional liability for HVG Logistics B.V.
4. Agreeing on a specific delivery time or time slot does not affect HVG Logistics B.V.'s capacity as a freight forwarder.

Article 17 – Issuance of order and provision of data and instructions

1. Orders must be placed in writing.
2. The Client is responsible for the accuracy, completeness, and timely provision of all data necessary for the proper execution of the assignment.
3. HVG Logistics B.V. is entitled to rely on the accuracy of all information provided.
4. Any damage, delays, additional charges, fines, or extra costs resulting from incorrect, incomplete, or late information shall be borne entirely by the client.
5. HVG Logistics B.V. may refuse or suspend assignments or impose additional conditions if insufficient information is available.

Article 18 – Registration procedure and order acceptance

1. Registration should preferably be effected by e-mail, via a digital platform made available by HVG Logistics B.V., or, if available, via an EDI connection.
2. The client must provide all information necessary for the proper execution of the assignment fully, accurately, and in a timely manner.
3. Unless otherwise agreed in writing, assignments must be registered no later than the registration deadlines applied by HVG Logistics B.V.
4. HVG Logistics B.V. is entitled to refuse, suspend, or accept under modified conditions orders that have not been submitted on time, or that are incomplete or incorrect.
5. Urgent orders, late submissions, changes to orders already submitted, and other deviations from the standard submission procedure may result in additional costs.
6. An assignment is concluded only after it has been expressly accepted and confirmed by HVG Logistics B.V. in writing, electronically, or otherwise.
7. No rights may be derived from a request, reservation, rate quotation, or availability indication until an order confirmation has been issued by HVG Logistics B.V.

Article 19 – Transferability

1. The Client is not permitted to transfer its rights and/or obligations arising from the agreement concluded with HVG Logistics B.V. to third parties.
2. The transfer of rights and/or obligations is only possible after the client has notified HVG Logistics B.V. thereof and obtained the express written consent of HVG Logistics B.V.

Article 20 – Cancellation of orders

1. In the event of the cancellation of an assignment confirmed by HVG Logistics B.V., the client shall owe the following fee:

- Cancellation more than 24 hours before the start of loading: 50% of the agreed freight rate;
- Cancellation within 24 hours prior to the start of loading: 80% of the agreed freight rate;
- Cancellation at or after the agreed time of reporting or loading: 100% of the agreed freight rate.

2. HVG Logistics B.V. is entitled to additionally charge for costs already incurred, reservations, obligations towards third parties, and other damages if these exceed the aforementioned fee.
3. Cancellation fees charged by carriers, terminals, ferry companies, or other third parties will be passed on to the client in full.
4. If an order is cancelled after it has been confirmed by HVG Logistics B.V., HVG Logistics B.V. is entitled to charge the client for costs already incurred and obligations entered into.

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Article 21 – Cargo discrepancies
1. The Client is responsible for the accuracy of all data regarding weight, volume, loading meter, dimensions, pallet positions, and number of packages.
2. If the actual volume differs from the declared details, HVG Logistics B.V. reserves the right to charge additional costs.
3. If the actual dimensions necessitate a different vehicle type, additional capacity, extra handling, or a revised schedule, all costs resulting therefrom shall be borne by the client.
4. HVG Logistics B.V. reserves the right to refuse forwarding if the cargo actually presented differs materially from the information provided.
5. If less capacity is utilized than reserved, the full amount for the reserved capacity remains payable.

Article 22 – Euro-pallets and packaging
1. Euro-pallet exchange takes place only if agreed upon in writing in advance.
2. A pallet arrangement must be explicitly stated on the order confirmation.
3. In the absence of a written agreement, there is no obligation to exchange pallets.
4. Any pallet shortages or administrative discrepancies shall be borne by the client, unless agreed otherwise in writing.

Article 23 – Force majeure
1. Force majeure includes, among other things, traffic jams, weather conditions, traffic disruptions, port congestion, strikes, war, terrorism, pandemics, cyber incidents (including hacking, ransomware, digital fraud, and disruptions to ICT and communication systems), border controls, customs controls, government measures, capacity issues, and other circumstances beyond the reasonable control of HVG Logistics B.V.
2. In the event of force majeure, HVG Logistics B.V. is entitled to suspend performance of the agreement without judicial intervention for as long as the force majeure situation persists, or to terminate the agreement, without HVG Logistics B.V. being liable to pay any compensation or penalty to the client.
3. However, in the event of a suspension exceeding 60 working days, the client is entitled to terminate the agreement after having granted HVG Logistics B.V. a final period of reasonable duration in writing. In the event of termination as referred to above, HVG Logistics B.V. is not liable to pay any compensation or penalty to the client.
4. Any additional costs resulting from force majeure shall be borne by the client.

Article 24 – Customs and compliance
1. The Client warrants the accuracy of all customs, export, import, sanctions, and compliance data provided.
2. Fines, additional assessments, excise duties, import duties, sanctions, and other government claims are entirely for the client's account.
3. The Client fully indemnifies HVG Logistics B.V. against all claims arising therefrom.

Article 25 – Indemnity
1. The Client indemnifies HVG Logistics B.V. against all claims from any third parties whatsoever relating to incorrect data, dangerous goods, customs matters, product liability, intellectual property rights, sanctions legislation, export control legislation, or other circumstances within the Client's sphere of risk.
2. This indemnity also covers fines, additional assessments, damages, litigation costs, legal fees, and other financial consequences.
3. In case subordinates of HVG Logistics B.V., as well as persons and third parties whose services HVG Logistics B.V. engages for the performance of the work, are held liable in connection with such work, these persons and third parties may invoke any limitation and/or exclusion of liability that HVG Logistics B.V. could invoke under these General Terms and Conditions, the FENEX Conditions, or any other statutory or contractual provision.

Article 26 – Payment terms
1. Invoices must be paid in full within 30 days of the invoice date, unless otherwise agreed in writing.
2. Objections or complaints do not suspend the payment obligation.
3. Set-off accounts by the client are not permitted.
4. Statutory commercial interest is payable in the event of late payment.
5. All judicial and extrajudicial collection costs shall be borne by the client.

Article 27 – Termination agreement
1. HVG Logistics B.V. reserves the right to terminate the agreement(s) with the client immediately without judicial intervention if:
- client is placed under legal guardianship and/or administration;
- he fails to pay the invoice from HVG Logistics B.V., or fails to pay it on time, or otherwise fails to perform—or fails to perform properly or on time—any obligation arising from the agreement;
- he decides to liquidate and/or shut down his business, or is declared bankrupt, or applies for a suspension of payments;
- he loses the unrestricted management of his assets, or—if the client is a natural person—is placed under legal guardianship or passes away.

2. In all such cases, any claim against the client shall become immediately due and payable in full, and HVG Logistics B.V. shall be entitled to recover from the client any damages and lost profits it has sustained as a result of the termination of the agreement. Such damages shall be determined at 50% of the agreed price, subject to a minimum of €200 (excluding VAT); the amount for "lost profits" shall be at least equal to the statutory interest, without prejudice to HVG Logistics B.V.'s right to claim full compensation for damages.

The Client undertakes to indemnify HVG Logistics B.V. against claims by third parties resulting from the termination of the agreement.

Article 28 – Right of retention and right of pledge

In accordance with the applicable FENEX conditions, HVG Logistics B.V. has a right of retention and a right of pledge over goods, documents, and monies that it holds or acquires.

Article 29 – (Professional) liability and risk
1. To the extent that the liability of HVG Logistics B.V. is not determined on the basis of these General Terms and Conditions of HVG Logistics B.V. and the FENEX Conditions, HVG Logistics B.V. shall only be liable for professional errors if it is proven—or demonstrated by the client—that such errors are reasonably attributable to HVG Logistics B.V. and could have been avoided through the exercise of normal care and diligence.
2. To the extent that the limitation of liability is not determined in accordance with the General Terms and Conditions of HVG Logistics B.V. and the FENEX Conditions, the liability set forth in the preceding paragraph is in any event limited to the amount payable by the client per transaction—or, in the absence thereof, to the amount recoverable under the relevant liability insurance policy plus the applicable deductible—while the client expressly indemnifies HVG Logistics B.V. against any further claims for damages by third parties.
3. Liability for business losses or consequential damage suffered by the client and by third parties affiliated with the client is, in any event, fully excluded.
4. Any act or omission by any person other than HVG Logistics B.V. itself or its supervisory subordinates—whether committed with the intent to cause damage or recklessly and with the knowledge that such damage would likely result—does not deprive HVG Logistics B.V. of the right to invoke any exclusion or limitation of its liability.

Article 30 – Protection of relationships and neutrality
1. The Client is not permitted, independently of HVG Logistics B.V., to directly or indirectly place assignments with carriers, charterers, sub-carriers, warehousing companies, customs agents, logistics partners, or other third parties that have become known to the Client through the intermediary of HVG Logistics B.V. or have been engaged by HVG Logistics B.V. in the performance of assignments.
2. This obligation applies during the collaboration and for twelve months following its termination, regardless of the manner in which the collaboration ends.
3. The Client shall promptly refer any inquiry, approach, or commercial opportunity concerning a party engaged by HVG Logistics B.V. to HVG Logistics B.V.
4. In the event of a breach of this article, the Client shall forfeit to HVG Logistics B.V., without further notice of default, an immediately payable penalty of EUR 5,000 per breach, plus EUR 500 for each day or part thereof that the breach continues.
5. HVG Logistics B.V.'s right to claim full compensation for the actual damage suffered remains fully in force.

Article 31 – Applicable law and disputes
1. Dutch law applies exclusively to all legal relationships between HVG Logistics B.V. and the client.
2. Disputes shall be handled in accordance with the dispute resolution procedure set out in the applicable FENEX Conditions.