

DFDS Additional terms and conditions regarding logistics services

Article 1: Applicability / conditions

- 1.1 These additional terms and conditions (“Conditions”) apply in addition to the applicable and most recent version of the DFDS Logistics Terms and Conditions, which can be found at www.dfds.com/legal.
- 1.2 These Conditions are applicable to each and every proposal, offer (“Quotation”) and/or agreement related to all services by and between DFDS Logistics Wijchen B.V., (hereinafter referred to as: “DFDS”) and its Customers related to logistics services. Any deviation from these Conditions shall only apply if agreed by the Parties in writing.
- 1.3 If and insofar as an offer, quotation and/or agreement relates to (domestic) transport within the Netherlands, the General Transport Conditions 2002 (AVC 2002), latest version (filed at the Registry of the District Court of Amsterdam under number 100/2012) shall apply in addition to the General Terms and Conditions in question.
If and insofar as an offer, quotation and/or agreement relates to international transport, the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply in addition to the General Terms and Conditions in question.
If and to the extent an offer, quotation and/or agreement relates to domestic carriage within the United Kingdom, the Road Haulage Conditions of Carriage (RHA), latest version, shall apply in addition to the relevant General Conditions.
If and insofar as an offer, quotation and/or agreement relates to forwarding work, the most recent version of the Dutch Forwarding Conditions (“FENEX conditions”) (filed at the Registry of the District Courts of Amsterdam, Rotterdam, Breda and Arnhem) shall apply in addition to the General Conditions concerned.
If and insofar as an offer, quotation and/or agreement relates to storage and/or transshipment, in addition to the General Conditions concerned, the latest version of the Physical Distribution Conditions (filed with the Registry of the District Court of Rotterdam under number 116/2000) also apply.
- 1.4 In the event of a conflict between one or more provisions of these General Conditions and the above conditions, the DFDS Logistics (Additional) Terms and Conditions shall prevail, with the exception of provisions of mandatory law.
- 1.5 Any general terms and conditions of the Customer and/or (national) industry conditions that have not been included in the (latest version of the) DFDS Logistics Terms and Conditions and/or in these Conditions, are expressly not applicable to Quotations and/or agreements between DFDS and the Customer and are hereby expressly rejected, unless expressly agreed between the parties in writing.

Article 2: Surcharges

- 2.1 All rates are exclusive of surcharges. The applicable surcharges are specified in the Quotation.

Article 3: Weights per load carrier

- 3.1 The rates are based on consignments. Each consignment consists of a predetermined number of packaging units and/or goods per gross kilogram.
The maximum number of packaging units and/or the maximum weight of the transported goods per consignment will be indicated in the Quotation. If the Customer does not comply with these maximum amounts, DFDS shall have the right to refuse to take over the consignment and/or charge the Customer for the additional costs incurred.

DFDS can never be held liable for any damages arising from exceeding these maximum amounts (maximum of packaging units and/or maximum weight per consignment).

Article 4: Additional loading or unloading addresses and/or forwarding

- 4.1 Forwarding is defined as the situation where the transported goods are not unloaded on arrival at the unloading address, and at the Customer's request, are 'forwarded' to another unloading address (however, in the same (unloading) country) by means of a new transport order to DFDS.
DFDS is entitled to determine the route and the sequence of the loading and unloading addresses itself. Additional loading and unloading addresses for full loads or forwarding will be charged at the applicable rate as indicated in the Quotation.
- 4.2 The base rate, in case of a full truck load with an additional loading or unloading address, will always as a minimum be the calculated from the loading address to the unloading address, which is furthest away from the loading address. Loading and unloading must always take place on the same day. If loading and unloading, as referred to above, does not take place on the same day, the Customer will be charged for any waiting time.
- 4.3 DFDS may subcontract any and all consignments to a third party without any required prior approval from the Customer. If a consignment is fully or partially subcontracted to a third party, different rates and conditions may apply.

Article 5: Standard loading and unloading times and waiting hours

- 5.1 The standard loading and unloading hours included in the transport rate are as follows;
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| Up to 2 loading meter | up to 3.700 kg | 0,5 hour free |
| 2 - 6 loading meter | 3.700 – 11.100 kg | 1,0 hour free |
| 6 - 10 loading meter | 11.100 – 18.500 kg | 1,5 hours free |
| 10 - 13,6 loading meter | 18.500 – 25.000 kg | 2,0 hours free |
- If loading or unloading exceeds the above indicated times, waiting costs will be charged per 15 minutes, rounded off to the nearest whole quarter of an hour.
- 5.2 No specific loading and/or unloading times can be assigned if the Customer's goods are transported together with other consignments of DFDS' other customers, unless agreed in writing between the parties prior to the transport.

Article 6: Transport orders and changes

- 6.1 The Parties' agreement for the carriage of goods shall come into effect when DFDS has commenced the activities arising out of the transport order. If DFDS cannot carry out a transport order, it shall notify the Customer as soon as possible after receipt of the transport order.
The Parties' collaboration is of a non-exclusive nature. DFDS shall at all times and without explanation and/or liability have the right to refuse to carry out a transport order for the Customer.
- 6.2 Transport orders shall be provided (digitally) to DFDS by the Customer. A transport order must contain at least the following data:
loading date, loading address, opening hours loading address, contact person delivery address, delivery date, delivery address, opening hours delivery address, contact person delivery address, loading/ unloading reference, freight description, including the indication whether it concerns dangerous goods, additional instructions, invoice reference, the length, height, width, weight and stackability of the goods.

- DFDS can never be held liable and/or responsible for (losses or damages caused by) incorrect data provided by the Customer.
- 6.3 If the Customer does not provide DFDS with sufficient and/or necessary documentation and/or information relating to a transport order in due time and/or if this information and documentation is incorrect or supplied incorrectly, DFDS shall be entitled to charge 100 % of the freight rate together with all other costs and damages incurred relating to the transport order (e.g. in returning the goods in question, etc.).
- 6.4 If the consignment is cancelled, DFDS will charge a cancellation fee which depends on the time of cancelation, as described below.
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| Cancellation on day prior to loading, before 15.00 o'clock: | free of charge |
| Cancellation on day prior to loading, after 15.00 o'clock: | 75% of the applicable freight rate |
| Cancellation on day of loading: | 100% of the applicable freight rate |
- 6.5 If the consignment consists of less goods than specified in the Transport order and/or the Quotation (for example, less weight or fewer pallets), the Customer will still be charged for the initial consignment as specified in the Transport order and/or Quotation. If the Customer informs DFDS about such deviation no later than one working day prior to loading, the initial agreed rate can be adjusted.
- 6.6 If the Customer specifies the transport rates in the transport order, these rates shall only apply if they correspond to the quotation sent / the rates communicated by DFDS.

Article 7: Transport of CMR Goods (Carcinogenic, Mutagens, Reproductive toxic)

- 7.1 There are substances that can cause cancer (carcinogen). There are also substances that can damage our genes (mutagens) and substances that are harmful to reproduction or offspring (reproductive toxic). These substances are also abbreviated as "CMR substances". These substances are indicated with so-called "H-phrases". H-phrases (Hazard Statement) provide information on the hazardous aspects of a substance. In the event the Customer requests transport of substances with the following H-phrases, it is necessary that DFDS receives the MSDS (Material Safety Data Sheet) for these substances at the same time as the transport order or at least prior to actual loading of the goods;
- H340 (mutagenic)
 - H341 (suspected of being mutagenic)
 - H350 (carcinogenic)
 - H351 (suspected of being carcinogenic)
 - H360 (toxic to reproduction)
 - H361 (suspected of being toxic to reproduction)
- If no MSDS has been received at the latest before to the actual loading of the good, DFDS will be forced to suspend loading until further notice and schedule a new loading time once the MSDS has been provided.

Article 8: Transport of dangerous goods (ADR Goods)

- 8.1 If applicable, the dangerous goods offered for transport must at all times comply with the legal requirements and regulations of the ADR and/or the IMDG and/or the IATA Dangerous Goods Regulations (depending on which modality is used). The Customer is responsible for the correct and complete provision of information to DFDS, the correct labelling of the goods offered, the correct (UN approved) packaging, a transport document containing the correct and complete information and any required consignor declaration. Unless otherwise stated, rates do not include an ADR surcharge. This surcharge is stated separately on the rate sheet of the Quotation. In the case of a spot offer, the surcharge will be calculated in the offered rate or specifically stated separately.

Article 9: Non-acceptable cargo

9.1 The following goods/products will never be transported by DFDS;

- Radioactive substances (ADR class 7)
- Explosive substances or objects (ADR class 1)
- Prohibited or narcotic substances
- Cash
- Traded documents (such as cheques, securities, etc.)
- Arms, firearms and ammunition
- Jewellery, gemstones and precious metals
- Art
- Livestock

Article 10: Consignment note

- 10.1 The Customer is obliged to prepare a consignment note prior to the transport; a CMR in case of international transport and a domestic consignment note in case of domestic transport (f.e. AVC in NL). If the Customer has not made a consignment note in advance, DFDS will draw up a consignment note at the applicable rate at that time.
- 10.2 It is possible that DFDS uses a digital consignment note for various routes and therefore has the delivery of a shipment digitally signed by the recipient. At the time of order confirmation, the Customer can object to the use of the digital consignment note. In those cases, delivery will only be made with a paper consignment note if this objection is submitted in writing. The (digital) consignment note is archived by DFDS. A copy can be sent upon request. DFDS may charge administrative costs in this regard.

Article 11: Checks during loading and unloading

- 11.1 The Customer is responsible of the packaging of the goods. The goods offered must be packaged properly and suitable for transport, provided with clear labels per packaging unit containing at least the following information:
- references
 - sender's address
 - address of consignee
 - product name
 - any symbols indicating the manner of handling (e.g. "fragile").
- DFDS cannot be held liable if damage occurs as a result of incorrect packed goods. Without an address label, goods cannot be transported. Any costs arising from the absence of correct or complete labels, will be charged to the Customer.
- 11.2 Loading and unloading of the goods shall be carried out by the Customer. DFDS must always be given the opportunity to inspect the consignment. Among other things, this means that DFDS must be given the opportunity to determine the completeness of the goods to be loaded/ transported.
- 11.3 Differences in quantity of consignments compared to the quantity stated on the consignment note, shall be reported to the Customer. DFDS can never be held responsible and/or liable for such differences.
- 11.4 During loading and unloading, DFDS must be given access to inspect the goods and check for damages and secure any damaged goods (if necessary).

If DFDS cannot be present during loading and/or unloading and/or if during the loading and/or unloading it appears that there are deviations compared to the data mentioned on the consignment note and/or the transport order and/or Quotation and/or transport agreement, this shall be recorded on the consignment note.

- 11.5 If the Customer requests to have a trailer sealed for any reason whatsoever, the Customer must inform DFDS accordingly in advance, which may result in DFDS charging additional costs. The confirmation of the sealing must be made by the Customer in the presence of DFDS (or the performing carrier, if the transport has been subcontracted), and must be recorded on the consignment note with the number of the seal. The burden of proof regarding the sealing of a trailer will always rest with the Customer. The lead seal must be of good quality (e.g. made of steel) and must be removable with pliers.
- 11.6 For the avoidance of doubt, upon transfer of the load by the Customer and/or its business relations, DFDS and/or a subcontractor engaged by DFDS, must be given the opportunity to determine the completeness of the goods to be loaded/transported. If and in so far DFDS is and/or cannot be given the opportunity to carry out the necessary inspections, DFDS shall never be held liable for any damage relating to the quality and/ or quantity of the loaded goods or damage caused by incorrect loading of the loaded goods. If and to the extent DFDS would be held liable, the Customer shall indemnify DFDS for the possible costs thereof.

Article 12: Mixed loading

- 12.1 DFDS performs groupage transports and therefore transports, in accordance with the procedures determined by DFDS, various types of goods in one loading space. DFDS can never be held responsible and/or liable if it turns out that the goods should not have been transported together, due to their own or different interpretation of guidelines and/or other reasons.

Article 13 pallet exchange

- 13.1 Pallet exchange is not offered as a standard by DFDS. Pallet exchange is only possible if expressly agreed in advance in writing between the Customer and DFDS. If pallet exchange is explicitly agreed, a depreciation rate of 15% on the total number of pallets applies in connection with the risk of receiving back pallets of inferior quality. The responsibility for the quality of the delivered euro pallets lies entirely with the Purchaser. If a recipient does not wish to exchange on the basis of the quality of the pallets, DFDS's obligation towards its Customer shall lapse. DFDS maintains a file which states how many pallets a Customer owes. Depending on mutual agreements, costs may be charged for these administrative actions. Any claims relating to euro pallets should be submitted in writing no later than 3 months after the transport has been carried out. After this period, the right to return the euro pallets expires.

Article 14: Customs

If and to the extent Customs services are provided by DFDS, the DFDS General Terms and Conditions for Customs service will apply.

- 14.1 The Customer is responsible for providing all necessary documents, licenses, permits and certificates, including (but not limited to) import and export documents and sales invoices.
- 14.2 The Customer shall provide all necessary documents, information and data in a timely manner and shall promptly respond to any questions from DFDS.

- The Customer guarantees the accuracy and completeness of the information provided including that the goods are not subject to any prohibitions, restrictions, sanctions or protected trade rights.
- 14.3 The Customer shall, on his own initiative, notify DFDS of any special circumstances. Unless otherwise informed, DFDS will assume that no binding information exists in relation to tariffs or origin.
- 14.4 The Customer (and the consignee in accordance with the consignment note) is/are responsible for the clearance of customs documents. DFDS is by no means, legally or financially, a party in respect of the foregoing.
The Customer shall indemnify DFDS against (potential) third party claims relating to the customs documents as intended in this article 10.
T-1 goods can only be transported if agreed in writing in advance. The waiting times for activities at the customs office will be charged to the customer. Potential additional customs- and other costs shall always be borne by the Customer.
- 14.5 DFDS' responsibility in respect of customs formalities shall always be limited to carrying out the actual work in accordance with the instructions given by the Customer. DFDS shall never be responsible for any legal and/or fiscal result of such work (e.g., clearance or settlement) and/or be liable for the absence thereof. The Customer must ensure the follow-up of the customs clearance.

Article 15: Loading and unloading with special requirements

- 15.1 If the Customer requires the consignment to be transported with special requirements, the Customer must indicate this in the transport order. Such special requirements have to be accepted by DFDS in writing before they can be met.
All loading- and unloading address as recorded on the consignment note must be accessible for international vehicles.
DFDS is entitled to charge additional costs for all special requirements.

Article 16: Storage and transshipment costs

- 16.1 All rates are including transshipment costs, unless indicated otherwise. If a shipment must be stored for a period longer than 24 hours at the request of the Customer, the storage and transshipment costs, shall be charged to the Customer in accordance with the applicable rates.

Article 17 Invoicing and Payment

- 17.1 All offers and/or quotations are based on information provided by the Customer. DFDS may assume that the provided information is correct. If and in so far that the information has been supplied incorrectly by the Customer, DFDS shall never be liable and/or responsible for any loss that has occurred as a result.
- 17.2 All rates mentioned in an offer, the quotation (letter) and/or agreement, relate to the transport of goods per gross kilogram and/or per pallet, unless explicitly stated otherwise. Furthermore, DFDS will invoice on the basis of gross weight and/or per pallet.
DFDS will provide the invoices on a weekly basis covering all Services for the previous week. The payment terms for Services rendered shall be thirty (30) days from the date of invoice. Payment for Services rendered shall be received on DFDS' bank account no later than the due date of the invoice.
- 17.3 Overdue amounts will be subject to late payment interests at the rate of 2% per month, with a minimum of € 25,- per invoice. DFDS is also entitled to full compensation of all costs and damages incurred as a result of non-payment or late-payment for the Services rendered.

Without prejudice to any other rights or remedies, if payment is repeatedly not received on time, the Customer must accept to pay by a direct debit agreement if requested to do so by DFDS.

- 17.4 In no event shall the Customer be entitled to withhold or set-off payment of an invoice issued by DFDS. If the Customer does not submit an objection to an invoice within eight (8) business days from the date of the invoice, the Customer waives all rights to dispute the invoice. The Customer is not entitled to set-off any claims against the claims of DFDS.