

## **General Transport Terms and Conditions Rooskens**

### **1. In general**

- 1.1. These General Transport Terms and Conditions apply to Rooskens BV, Rooskens Shipping BV, Rooskens Support BV and MR Expeditie BV and their subsidiary companies as well as to all their affiliated companies, hereinafter in these General conditions all jointly referred to as "Rooskens".
- 1.2. Rooskens acts solely as forwarding agent for its principals.
- 1.3. Rooskens hereby expressly reject any standard terms and conditions which you may wish to impose.
- 1.4. These General Transport Terms and Conditions of Rooskens will apply to all offers and/or confirmations of orders issued by Rooskens as well as to all agreements with Rooskens and to all our activities.
- 1.5. Once a contract has been concluded under applicability of these General Transport Terms and Conditions, the General Transport Terms and Conditions without exception also apply to future offers and confirmations of orders to be issued by Rooskens and to future agreements with Rooskens. These General Transport Terms and Conditions are then considered to be known and accepted between parties.
- 1.6. In addition to the General Transport Terms and Conditions, no general branch terms and/or conditions apply.
- 1.7. In the event of a dispute about the capacity in which we act, we ourselves are exclusively competent to make a choice in the matter.
- 1.8. Dutch law is applicable to all our activities. The District Court at Roermond is exclusively competent.
- 1.9. Rooskens is entitled to amend these General Terms and Conditions during an ongoing agreement.

### **2. Instructions for the carrier and/or driver / Guarantees**

- 2.1. The carrier and/or driver is obliged to contact Rooskens immediately in writing in case of any problems. Please be informed that late or no notification of problems may have an effect on any financial settlement.
- 2.2. The first three hours of loading and unloading are free of charge. Always remark waiting hours in case the free hours (first three loading and unloading) are exceeded, damages or relevant

information on the CMR. Waiting time will only be reimbursed if pre agreed in writing and when Rooskens is informed about waiting hours. Do not forget to include legible signatures and legible stamps of the delivery address and the name of the person of the recipient in block letters.

- 2.3. Transshipment is not allowed, unless in advance agreed by Rooskens in writing.
- 2.4. The engagement of a sub-carrier is not allowed, unless in advance agreed in writing by Rooskens .
- 2.5. If and insofar the engagement of a sub-carrier is permitted by Rooskens in writing, this sub-carrier may never be engaged through an online freight exchange.
- 2.6. The carrier must ensure that the driver always wears security equipment at all occasions, which means that the driver must wear safety shoes, long pants, safety jacket, and a helmet.
- 2.7. The carrier guarantees that the driver is able to speak and read at least English or German.
- 2.8. The carrier guarantees that the load is always kept dry (always covered with a sail). Parties can agree different in writing.
- 2.9. The carrier is obliged and guarantees that it will use two drivers for the transportation of goods with a value of EUR 10 per kilo or goods consisting of clothing, electronics, software carriers, non-ferrous metals, alcoholic beverage excluding beer, tobacco, pharmaceuticals, perfumes and cosmetics. If the carrier fails to do so, the carrier is liable in full.
- 2.10. The carrier guarantees that all loading equipment meet all legal obligations and that the equipment is clean, dry and odorless.
- 2.11. In case of ADR cargo, the carrier guarantees that the driver and truck adhere to all requested licenses and equipment.
- 2.12. The carrier guarantees to ensure that goods as referred to in the previous provision and other theft-sensitive goods (including, but not limited to, excise goods, clothing, precious metals, electronics etc., mobile phones etc. and other theft-sensitive goods) are and remain secured as long as they have not been delivered to the recipient. The carrier guarantees to take all measures to prevent theft / loss / embezzlement etc. and to use two drivers. The drivers will never leave the vehicle together and will never park in a non-secured parking area. Both truck / tractor and trailer must be equipped with a working alarm system and GPS signal. In the unlikely event that a theft / embezzlement or loss does occur, this shall be contractually considered an intentional act or omission, or at least deliberate conscious recklessness. The carrier shall pay Rooskens in full for the damage suffered by Rooskens' client and shall fully indemnify Rooskens against this. The aforementioned obligations also relate to any excise duty due as a result of the theft, embezzlement or loss.

- 2.13. If and insofar a sub-carrier is engaged by the carrier with the permission in writing of Rooskens in advance, the carrier is obliged to ensure that all obligations ensuing from the relationship between Rooskens and the carrier are complied with by the sub-carrier. If this is not the case, the carrier is fully liable. The carrier shall pay Rooskens in full for the damages suffered by Rooskens' client and shall fully indemnify Rooskens against this.

### **3. Palletexchange**

- 3.1. Parties can agree in writing, which will be stated in the transport instruction, that the carrier is bound to palletexchange.
- 3.2. In case of palletexchange – all relevant details like numbers and type of pallet must be marked on the palletnote. In case pallets are not exchanged Rooskens remains the right to pass costs including administration fee.
- 3.3. In the event that palletexchange does not take place while the carrier was obliged to do so, Rooskens has the right to deduct all related costs, including administration costs, from the transport invoice of the carrier.
- 3.4. In the event that palletexchange does not take place correctly we will charge you € 18,50 per pallet.

### **4. Invoices**

- 4.1. Rooskens only accepts invoices, accompanied by signed CMR's, palletlists, palletnotes, delivery notes or any other pre-described documents by mail.
- 4.2. The invoices have to be sent to [finance@rooskensgroup.com](mailto:finance@rooskensgroup.com). The references of Rooskens should be marked on the invoices and in the subject of the mail. Also the company the invoice is intended for has to be mentioned.
- 4.3. Without the previous mentioned attachments/notifications the invoice cannot be handled by Rooskens.
- 4.4. Rooskens is not able to accept collective invoices. For every transport Rooskens needs a separate invoice.
- 4.5. The invoice with signed transport documents included has to be sent directly after delivery.
- 4.6. If Rooskens does not receive the signed transport documents within 14 days of delivery (date), Rooskens is entitled to charge € 25,-- administration costs. This amount will be deducted.

- 4.7. If and in so far as the principal does not pay our invoice due to the absence of a signed CMR, which CMR cannot be issued due to the fact that the carrier failed to comply with the neutral delivery which was instructed by us, Rooskens is not obliged to pay the invoice of the carrier.

## **5. Non-performance / Order annulation**

- 5.1. Rooskens is not bound to pay any compensation / invoice in the event the carrier has not acted in accordance with the transport order.
- 5.2. Rooskens is also not bound to pay any compensation / invoice in the event the carrier puts pressure on Rooskens. Extra costs confirmed by Rooskens due to the fact that Rooskens has been under pressure, for instance when the carrier threatened with not unloading the goods, are not legal and will not be paid and will never be for the account of Rooskens.
- 5.3. In case of annulation of the order by the customer of Rooskens, Rooskens is not bound to pay any compensation when the ordering customer can not pay the costs, when speaking of supremacy and suchlike. Rooskens has always the possibility to reverse the order when there are any signals that the truck is not making it on time and/or performance may, at the sole discretion of Rooskens, poor.
- 5.4. If the carrier cancels the transport order, the carrier is obliged to pay a handling fee of at least € 100,-
- 5.5. In the event of failure to comply with the neutral delivery confirmed by us in writing, we shall be obliged to deduct € 250,- from your transport invoice. In case of higher costs claimed by our ordering customer, we will hold your company responsible for these costs.
- 5.6. If and in so far as the principal does not pay our invoice due to the absence of a signed CMR, which CMR cannot be issued due to the fact that the carrier failed to comply with the neutral delivery which was instructed by us, the carrier shall be liable for the damages suffered by us, which damages shall be at least equal to the unpaid invoice by the ordering customer. The carrier will indemnify us against all damages as a result thereof.

## **6. Liability**

- 6.1. The liability of Rooskens will be solely in accordance with and limited by these General Transport Terms and Conditions and aforementioned conditions.
- 6.2. Rooskens is never responsible nor liable for any damages, also in case of tort, with the exception of intent or conscious recklessness on the part of the management of Rooskens.

- 6.3. Rooskens is never responsible nor liable for any indirect and/or consequential damages and/or losses.
- 6.4. Under no circumstances Rooskens shall be liable for damage as a result of force majeure, regardless of how it came into being and where they took place. Force majeure is amongst other things understood to be, but not exclusively limited to war/riots/sabotage, data infringement government measures (national or international), labour unrest, theft/burglary/fire, outage of facilities (like water and energy), internet failure, an epidemic and/or pandemic such as corona (Covid-19), and natural events.
- 6.5. If in any case the (scope of the) liability has not been determined Rooskens shall not be liable for any damage unless the carrier or contracting party can prove that the damage was caused by intent or conscious recklessness on the part of the management of Rooskens.
- 6.6. With the exception of intent or conscious recklessness on the part of the management of Rooskens, the liability of Rooskens is always and in all cases limited to that which is paid under Rooskens' Liability insurance, plus the excess of the insurance policy, with a maximum of 10.000,-- SDR per event or series of events with one and the same cause of damage.
- 6.7. For liability and damage that is not covered by the liability insurance Rooskens' liability is limited to the agreed tariff, to be proved by the carrier.

## **7. Minimum Wage Legislation**

- 7.1. The carrier guarantees it complies with the legal / statutory requirements concerning the national Minimum Wage Legislation (in Germany for example § 17 Abs 1 u. 2 MiLoG). The carrier guarantees it will indemnify Rooskens against all possible claims from third parties relating to violation of (inter)national regulations regarding minimum wage.

## **8. Insurance**

- 8.1. The carrier guarantees that it complies with the insurance obligation according to CMR and that it will send the insurance policy and the relevant conditions at first request. At Rooskens' first request, the carrier will also send proof of timely payment of the insurance premium.

## **9. Confidentiality / Neutrality**

- 9.1. The carrier is not entitled to provide information to third parties.
- 9.2. Customer protection belongs to the agreement between Rooskens and the carrier.

9.3. Directly contacting the loading place and/or ordering customer for entering into a new assignment is strictly forbidden. The carrier guarantees it will not do direct business with principals of Rooskens or recipients. The carrier guarantees it will refer them (back) to Rooskens. The carrier therefore respects this so-called neutrality. Failing to do so will result in a fine of minimum € 5.000,-- per violation and € 500,-- for each day that the violation continues, without prejudice to the right of Rooskens, for example the right of withdrawal and the right to claim compensation.

## **10. Language**

10.1. These General Transport Terms and Conditions have been drawn up in the English language.