

General Terms and Conditions Rooskens

1. In general

- 1.1. These General 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 the General Terms and Conditions all jointly referred to as "Rooskens".
- 1.2. Rooskens acts solely as forwarding agent.
- 1.3. Rooskens hereby expressly reject any standard terms and conditions which you may wish to impose.
- 1.4. These General 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 the General Terms and Conditions, the General 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. The General Terms and Conditions are then considered to be known and accepted between parties.
- 1.6. In addition to the General Terms and Conditions, the latest version of the Dutch Forwarding Terms and Conditions (Nederlandse Expeditievoorwaarden), with the exception of the arbitration clause, apply to forwarding activities.
- 1.7. Insofar (one of) the provisions in the Agreement (the shipping confirmation) are inconsistent with the provisions in these General Terms and Conditions and/or the Dutch Forwarding Conditions, such provisions in the Agreement shall prevail firstly, such provisions in these General Terms and Conditions secondly, and only then the provisions in the Dutch Forwarding Conditions.
- 1.8. In the case of a possible dispute as to which conditions apply for which means of activities, we ourselves have the exclusive choice in such matter.
- 1.9. 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.
- 1.10. Dutch law is applicable to all our operations. The District Court at Roermond is exclusively competent.
- 1.11. Rooskens is entitled to amend these General Terms and Conditions during an ongoing agreement.

- 1.12. By entering into an agreement with Rooskens, Rooskens is entitled to accept any applicable terms and conditions of Parties to be involved as in relation to the Agreement by Rooskens.

2. Payments

- 2.1. The principal has to pay the price invoiced by Rooskens within 14 days after invoice date. If the principal has not disputed or returned the invoice within 14 days of receipt the invoice is deemed undisputed.
- 2.2. The principal is not entitled to make payment of the invoice conditional on receipt of a (signed) CMR.
- 2.3. The principal is not entitled to set off the price against any amount / claim he believes to have on Rooskens and/or to suspend payment.
- 2.4. If the principal has not paid the price to Rooskens within the term of payment the principal shall be in default without any prior notice of default being required.
- 2.5. In case of late payment Rooskens is entitled to claim interest of 1% per month. Customer is also obliged to remunerate Rooskens in full for any and all costs made in order to obtain payment, which costs will have a minimum of 15% of the invoice amount, with an absolute minimum of € 225,00.
- 2.6. Set-off of amounts payable to Rooskens with amounts payable by Rooskens Group is not allowed.

3. Right of pledge and right of retention

- 3.1. Towards anyone who requires their handing over, Rooskens has a right of pledge and a right of retention to all goods, documents and monies that Rooskens has or shall have in its possession on account of the agreement, regardless of the destination of the goods referred to above, for all claims of Rooskens towards the principal or contracting party.
- 3.2. Rooskens can also exercise the rights mentioned under section 1 for what is still owed to it by the principal or contracting party on account of earlier agreements with Rooskens.
- 3.3. If the principal fails to pay the claim, the sale of the collateral shall take place in the context of the right of pledge invoked by Rooskens on the basis of section 1 in the way prescribed by law or privately, if the parties reach agreement on this.

4. Execution of the order by Rooskens

- 4.1. Rooskens is entitled to use alternatives and/or to use another subsidiary company and/or a company affiliated with Rooskens and/or third parties, without prior permission from the principal. The principal is also in this situation obliged to provide all necessary assistance to Rooskens.
- 4.2. Rooskens is entitled to charge additional costs to the principal if unforeseen additional costs were necessary for the correct and timely performance of the orders issued to Rooskens.
- 4.3. When Rooskens invokes the provision of section 1 of this article and if the principal does not provide due assistance, or otherwise hinders Rooskens or makes it impossible for Rooskens to fulfil its obligations towards the principal, Rooskens shall not be responsible for any damage, irrespective of its nature and/or cause.
- 4.4. Insofar the principal requests for a specific arrival date and/or arrival time, Rooskens will try to meet this non binding request, which is only an obligation of effort.

5. Liability

- 5.1. The liability of Rooskens will be solely in accordance with and limited by these General Terms and Conditions and aforementioned conditions (Dutch Forwarding Terms and Conditions) referred to. Insofar one of the provisions in these General Terms and Conditions are inconsistent with the provisions in the Dutch Forwarding Conditions, the provisions in these General Terms and Conditions prevail. The liability of Rooskens shall be solely determined by those branch terms and/or conditions, also in case of tort. However, if in any case the (scope of the) liability has not been determined Rooskens shall not be liable for any damage unless the principal or contracting party can prove that the damage was caused by intent or conscious recklessness on the part of the management of Rooskens.
- 5.2. With the exception of intent or conscious recklessness on the part of the management of Rooskens, the liability of Rooskens – taking into account these General Terms and Conditions and the applicable Dutch Forwarding Terms and Conditions – is always and in all cases limited to that which is paid under Rooskens' Liability insurance, plus the excess of the insurance policy. For liability and damage that is not covered by the liability insurance Rooskens is liable to not more than the fee charged by Rooskens.
- 5.3. Rooskens will never be held responsible nor liable for any indirect and/or consequential damages and/or losses, whatsoever. Rooskens is never liable for damage resulting from (not) performing customs activities.

5.4. Under no circumstances Rooskens shall be liable for damage resulting from the nonperformance or late performance of its obligations as a result of force majeure. Force majeure is among other things understood to be, but not exclusively limited to:

- war/riots/sabotage,
- data infringement,
- government measures (national or international),
- labour unrest (in the broadest sense),
- theft/burglary/fire,
- outage of facilities (like water and energy),
- internet failure,
- an epidemic and/or pandemic such as corona (Covid-19),
- natural events,
- tunnel blockades and/or ferries that do not sail,

regardless of how they came into being and where they took place.

5.5. When during or as a result of the unloading of the goods damage of any kind is caused to things belonging to the principal, contracting party and/or third parties, other than damage to or loss of the goods themselves, or if financial losses are caused to that principal, contracting party and/or third parties, Rooskens shall not be liable for such damage, with the exception of intent or conscious recklessness on the part of the management of Rooskens. (Financial) losses also include losses caused by death or injury.

6. Language

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