

## **General conditions:**

- 1. In case of any problems, emergencies or delays of any kind the driver must contact our office as soon immediately.
- 2. At all times we act on behalf of and for the risk of our customer. We never act as the sender.
- 3. It is absolutely forbidden to contact or collaborate with our clients. In case you do so you will be held responsible.
- 4. Our payment conditions are payment 7 weeks after receiving of the invoice. An original and signed CMR (and other relevant load documents) have to be send to us along with the invoice to ensure prompt payment. Only original documents will be accepted. Without all relevant and original documents your invoice will not be paid.
- 5. Subcontracting of our transport orders to other hauliers is strictly forbidden without a written pre-confirmation of T-Trex B.V..
- 6. During the loading and unloading procedure the driver should carefully verify the number of collies and possible damages of the goods. In case any damage(s) occur or if goods are missing the driver is to be instructed to let the sender or receiver sign a clearly readable remark provided with his or her name on the CMR and inform us about it immediately. You are responsible for counting the number of collies before signing the CMR for acceptance of the goods.
- 7. The responsibility of stowage, loading and unloading lies upon you as a haulier.
- 8. Your general conditions are excluded whilst performing our transport order.
- 9. The above mentioned transport rate is to be considered as an all-in tariff, including any possible waiting costs. Additional costs of any kind cannot be debited to T-Trex B.V..
- 10. Euro pallets are to be exchanged at the loading- and unloading points. Without a written proof of exchange we will debit € 12,50 per pallet with an additional charge of € 15,00 per address for administration.
- 11. By accepting this transport order you hereby declare to have a full transport insurance which is required by law and which ensures to cover every possible damage of transport. The vehicle and load are never to be left unattended by the driver. Also the vehicle always has to be locked and to be put on the alarm system whilst parking has to be done on safe and guarded parking spaces. Transporting with a tilt trailer is only allowed upon a written confirmation by T-Trex B.V. It will only be allowed by T-Trex B.V. in case the goods are low-risk goods. Written requests about this issue have to be send to and returned by T-Trex B.V. before the transport takes place to be valid. In case you don't commit to our insurance policy and in case you don't appear to have a full insurance coverage we hereby agree to and withhold the right to hold you responsible by means of law 7:900 BW for all damages and costs which will be forwarded to us by our customer(s). These costs will fully be debited to you.
- 12. The truck and trailer have to be clean, dry and odour-free. This transport order has to be effected with a vehicle which is most suitable for the nature of goods which are being transported.
- 13. At all times you are responsible for having a full and valid CMR-insurance coverage. In case of an ADR load the haulier is responsible at all times for the driver to have a valid ADR certificate. Also the haulier is responsible for its truck and trailer to be fully ADR equipped, as required by law.
- 14. In case you are performing a domestic load on behalf of T-Trex BV the transport company performing this load is fully responsible for respecting the national cabotage legislation of the country in which the transport is being performed.

All our activities are exclusively performed as freight forwarders. We cannot be held accountable for any customs claims.

With exclusion of any other conditions, to this agreement on transport by road the most recent version of the General Transport Conditions (AVC) lodged with the District Courts of Amsterdam and Rotterdam applies. To international transport by road the CMR agreement and in addition and only to this the General Transport Conditions (AVC) apply. Dutch law applies. In case the transport company does not want to accept the T-Trex BV general conditions, the applicability of the General Transport Conditions (AVC) and the jurisdiction as chosen the transport order needs to be declined. The transport order can only be accepted and effected by the transport company under acceptance of the T-Trex general conditions, the General Transport Conditions (AVC) and the jurisdiction as chosen. In case the transport company, by means of a counter offer or acceptance, rejects the applicability of the T-Trex BV general conditions, the General Transport Conditions (AVC) and/or the choice of jurisdiction or applies own / other conditions, this rejection or declaration will not have any effect. In this case the T-Trex general conditions, the General Transport Conditions (AVC) and the Dutch Law will apply on the transport agreement.

All disputes which are a result of or have any effect on the agreement between both parties are settled exclusively by the court in Venlo / Roermond, the Netherlands. You can read and download the General Transport Conditions (AVC) on <a href="www.t-trex.nl/nl/generalconditions">www.t-trex.nl/nl/generalconditions</a> which have been therefore provided to you before or at the close of this agreement. They will be send to you free of charge upon request.