

General Conditions Rotra Forwarding B.V.

General:

1. Rotra Forwarding B.V. (hereafter also referred to as : "Rotra") exclusively trades as a shipping agent. These General Conditions as well as the 'Algemene Nederlandse Expeditie Voorwaarden' (FENEX) (Dutch Freight Forwarders Conditions), as published and lodged at the Clerk's Office of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam are applicable to all our proceedings and agreements. The most recently lodged versions apply.
2. As soon as an order has been issued, it is automatically agreed that the client has accepted both our offer and the above mentioned conditions.
3. In case of discrepancies between the FENEX Conditions (Dutch Freight Forwarders Standard Trading Conditions) and the General Conditions Rotra Forwarding B.V., the terms of the General Conditions of Rotra Forwarding B.V. will prevail.

Placing the order:

4. The orders should be issued in writing (e-mail) or electronically (EDI, Internet).
 - Export shipments and shipments within the Benelux < 2.500 kg and/or < 2 loading metres (hereafter also referred to as : "groupage") one working day before collection and latest 16:00 hours.
 - Import groupage shipments one working day before collection and latest 14:00 hours.
 - Export shipments and shipments within the Benelux > 2.500 kg and/or > 2 loading metres (hereafter also referred to as : "LTL/FTL") one working day before collection and latest 13:00 hours.
 - Import LTL/FTL shipments one working day before collection and latest 11:00 hours.
5. For the manual entry of consignments (not electronically) a surcharge of € 4.95 will apply per shipment.
6. For shipments cancelled within 1 working day before collection, and after 12:00 hours, 70 % of the agreed rate will be charged. For shipments cancelled on the day of collection, 100% of the agreed rate will be charged.
7. Charges for a later adjustment of the delivery terms (incoterms): € 25.00 per shipment.
8. Rotra has decided to handle the distribution paperless. In the event documents are required for a particular shipment, these documents must be firmly attached to the shipment in a clear document holder on a visible place. The paperless handling of goods does not apply to goods under customs control or ADR goods.
9. The client is responsible for supplying the correct dimensions (length, width, height) and weight. Should the transport order not be indicated with shipment dimensions Rotra will charge for a minimum of 0.4 loading metres.
10. Shipments should have visible and clearly readable name and address of the consignee. The absence of it shall lead to longer transit times.
11. Register shipment (by telephone/e-mail) at the receiver: € 7.50 per shipment. This has to be stated explicitly with every shipment. Standard transit times for these shipments may differ in these cases.
12. Booking in or checking out service via an external customer portal: € 15.00 per shipment.
13. Should the number of colli found exceed the initial number of colli ordered, than this will lead to longer transit times and possibly extra costs. These extra costs will be charged.

Goods:

14. The goods to be forwarded are safe merchandise, well packed. In the event that goods are not well packed, Rotra reserves itself the right to refuse these goods. Rotra is not liable for damage to goods due to an insufficient or unsuitable packaging, even if this is received inadvertently.
15. The maximum weight per carton/package is 23.5 kg. Shipments of more than 5 cartons/packages must be palletized. Costs for palletizing will be charged
16. Assignments for transporting ADR goods must be given in writing, in advance, and must be provided with all the necessary information needed to carry out the transportation in compliance with all legal requirements. This includes but is not limited to the sender's declaration, the Material Safety Data sheet and/or the UN-number(s) . In case that goods are not properly packed, Rotra reserves itself the right to refuse these goods. Rates for the transportation of dangerous goods will be mentioned separately.
17. For arranging transportation of ADR goods a surcharge applies depending on the country of destination and/or origin and the shipment size.
ADR surcharges:
 - a. Shipments within the BENELUX: 10% on the tariffs agreed upon for entire shipment (min. € 10.00 and max. € 100.00 per shipment).
 - b. ADR shipments to Greece, Cyprus: on request.
 - c. ADR shipments to Finland, Norway, Sweden or Denmark (pc 1000 up until 4900): 10% on the tariffs agreed upon for entire shipment (min. € 75.00 and max. € 250.00 per shipment).
 - d. ADR shipments to remaining European destinations: 10% on the tariffs agreed upon for entire shipment (min. € 25.00 and max. € 250.00 per shipment)
 - e. Previous articles do not apply to the transport of ADR Class 1, Class 2 (T, TF, TC, TO, TFC, TOC), Class 4.1 (D, DT, SR2), Class 5.2 (P2), Class 6.2, Class 7 and UN 1790. This is only possible on request.
18. For LTL/FTL pick-ups/deliveries with tail lift, a surcharge of € 75.00 per shipment will apply. Standard transit times for these shipments may differ.
19. Maximum weight for shipments to be picked up/delivered with tail lift is 1,000 kg per collo. For shipments with a gross weight higher than 430 kg, (un-)loading facilities are mandatory.
20. The transportation of indivisible over-dimension loads larger than 240 x 120x 220 cm (length x width x height) is only possible upon request.
21. Transportation of goods with a length > 400cm and a weight > 23.5 kg is on request only.

22. Maximum height for groupage shipments within the Benelux is 240 cm. Outside of the Benelux the maximum height is 220 cm. If these heights are exceeded it is possible that boxes will need to be broken down. For this, additional fees will be charged to you.
23. Charges for the neutralizing of consignments is € 27.50 per shipment.
24. Charges for the re-labelling of consignments is € 15.00 per shipment.

Financial:

25. a. The standard payment term is 14 days from the invoice date at a maximum credit limit of € 4,500.00 unless otherwise is agreed on in writing.
b. Rotra reserves to itself the right of allowing certain (legal) entities and/or (non-natural) legal persons less or no credit, and/or demanding a shorter payment term.
c. Increasing the standard payment term and/or the credit limit are to be applied for at Rotra prior to a possible co-operation.
d. Advance payment is required if the freight payer does not have a VAT code number.
e. Any possible claims against carriers of Rotra will not suspend the payment of invoices of Rotra nor is the client authorized to offset any claims against those payment obligations.
f. Any collection costs resulting from exceeding the agreed payment term and/or credit limit are always fully borne by the freight payer. The European interest rate for late payment is due from the day following the expiry date of the payment term.
 26. a. Rates are exclusive of VAT.
b. Rates are valid for 1 loading- and 1 unloading address.
c. Rates are based on a kilogram, pallet- or loading metre quote per shipment and are charged in EURO (€).
d. The volume calculation is determined as follows:
 - Gross weight (kg) = actual weight
 - 1 cubic metre (cbm) = 333 kg
 - 1 loading metre (ldm) = 1,850 kg
 - 1 euro pallet not stackable (max. 80 x 120 cm) = 0.4 loading metre
 - 1 block (industrial) pallet not stackable (max. 100 x 120 cm) = 0.5 loading metre
 - Tariffs for goods with a length of > 240 cm and a gross weight > 25 kg are calculated by taking the higher of the gross weight, cbm weight and ldm weight.
 - Tariffs for goods with a length of > 240 cm and a gross weight < 25 kg are calculated by taking the higher of the gross weight and cbm weight.
 - Tariffs for goods with a length of > 240 cm and a gross weight > 25 kg are subject to a length surcharge of 25% over the agreed rate for the entire shipment.
 - d. **International** shipments will be calculated according to the following specifications:
 - For goods with max height of 120 cm and explicitly mentioned by the client as being stackable, see Article g.
 - The maximum calculation of one column is the minimum calculation of the next.
 - Rounding paying weight : <1,000 kg to nearest 10 kg; >1,000 kg to nearest 100 kg.
 - For safety reasons ADR goods will be calculated as not stackable in kg, cbm or ldm.
 - e. The distribution in **the Benelux** will be calculated according to the following specifications:
 - All consignments will be invoiced as not stackable**
 - The maximum calculation of one column is the minimum calculation of the next.
 - Rounding paying weight: <1,000 kg to nearest 10 kg; >1,000 kg to nearest 100 kg.
 - For safety reasons ADR goods will be specified as not stackable in kg, cbm or ldm.
 - f. Pallets are stackable when it is physically possible and allowed to stack two similar pallets on top of each other, without increasing the risks of damage during transport and/or transshipment. This does not apply to shipments in the Benelux.
 - g. For shipments consisting of two pallets or more, a loading metre billing on the basis of pallet spaces (depending on stackability) applies. This means that two stackable euro pallets will be charged on the basis of one pallet space = 0.4 loading metre and two non-stackable pallets for two pallets spaces = 0.8 loading metre.
27. Transport rates are exclusive of: return or recycling of empty packaging, toll, port, ferry charges and/or any future kilometre charges that are imposed by the authorities or by a third party. Rotra reserves itself the right to invoice these charges.
 28. A surcharge may apply for collection/delivery of goods in city centres, areas with limited access, islands and mountain areas.
 29. Transport rates are exclusive of fuel surcharge (DOT). The DOT is variable and is calculated over the transport rates with a minimum of € 4.85 per shipment. The DOT-percentage is calculated monthly and can never be negative.
(source: Shell excluding VAT via www.brandstofprijzen.info/brandstofprijzen-historie.php).
 30. Transports to/from with a currency other than EUR may be charged with a CAF (Currency Adjustment Factor) surcharge.
 31. On request, Rotra facilitates (within Benelux and to/from Germany) the exchange of euro pallets / "gitterboxes" (hereafter referred to as "packaging"), on basis of direct exchange, that is to say the recipient must return 1 on 1 the same number of packaging as received with the delivery concerned. The returnable packaging must be ready for the exchange. Any additional waiting costs incurred will be charged (see article 40). In the event of non-exchange, the right to return the relevant packing will lapse. For administration of exchanging packaging, Rotra charges a surcharge of € 2.10 per euro pallet (max 33 units). Rotra uses a depreciation percentage of 10% on the balance of the packaging. Prices for returning of gitter boxes are on request only.
 32. Adjustments to rates/costs due to government decisions and/or caused outside our sphere of influence will be charged.
 33. The rates charged are based on information with regard to volume and frequency provided by the client. If after expiration of a certain period of time the actual data does not match with information provided. Rotra reserves the right to adjust the rates to the actual situation.

34. Proofs of Delivery (POD's) may be claimed no later than 60 business days after shipping date. The following costs will be charged: for export shipments: € 15.00 per CMR; import/national shipments € 7.50 per CMR/BVA. After the 60 days term Rotra will have no other obligation than to try to obtain the POD's. The rates mentioned apply to the forwarding of the POD's as an invoice enclosure as well.
35. In case a Proof of Delivery cannot be delivered the client does not have the authority to suspend the payment of invoices of Rotra.
36. Charges for sending of invoices by post: € 3.50 per invoice.
37. Reclamations should be reported in writing within 8 days after invoice date.
38. In the event of loss and/or damages during transportation the carrier(s) causing the loss and/or damages is (are) liable. Rotra offers her assistance in filing a claim against the carrier(s) involved.
39. Claims should be submitted in writing and accompanied by invoices, damage reports and other required documents for settling the claims.
40. Rotra is not liable for loss, damage or delay due to situations out of our control, among which (but not limited to), weather conditions, fire, war, or strikes.
41. Rotra is never liable for any consequential losses.

Loading and unloading time & transit times (during working days 08:00 – 17:00 hours local time):

42. Loading and unloading times (per loading or unloading address):
 - a. Up to 5.0 loading meters: max. 30 minutes
 Up to 10.0 loading meters: max. 45 minutes
 Up to 13.6 loading meters: max. 60 minutes
 - b. Extra (waiting) time will be charged at the rate of € 60.00 per hour.
 - c. Transit times are in working days, calculated from the day after collection up until the day of delivery at the consignee.
 - d. Transit times and are valid for the so called A-zones (industrial and/or trading areas) in the countries stated. For destinations outside of these zones, the transit times can deviate from the regular transit times. These transit times are available on request.
 - e. Transit times do not apply to and from restricted city centres in the Netherlands, to and from the postal codes 43 - 45 (Zeeland) and to and from the Wadden Islands.
 - f. Transit times can deviate during holiday periods. In case of (inter)national holidays and driving bans during a working week, transit times may be affected.
 - g. Transit times only relate to unconditioned pallet goods in curtain sided trailers without tail lift. For all other kind of merchandise or used materials deviating transit times can be applicable.
 - h. The most recent version of the transit times are published on our website www.rotra.eu These durations are indicative. No rights can be derived from this. For a 100% warranty we refer to the service "**Rotra Leadtime Guaranteed**".

43. Time deliveries

Groupage Benelux

Extra charge on delivery before 08:00 hours	€ 70.00
Extra charge on delivery before 10:00 hours	€ 40.00
Extra charge on delivery before 12:00 hours	€ 20.00
Extra charge on fixed time delivery**	€ 95.00

Groupage other EU countries

Extra charge on delivery before 08:00 hours	€ 80.00
Extra charge on delivery before 10:00 hours	€ 55.00
Extra charge on delivery before 12:00 hours	€ 20.00
Extra charge on fixed time delivery**	€ 95.00

LTL/FTL EU countries

On request

Delivery on a specific day later than the indicative regular transit time (fixed delivery): € 25.00

Delivery/collection within a fixed timeframe (during working days between 08:00-17:00 hours local time):

- 1 hour window within the Netherlands: € 70.00
- 2 hour window within the Netherlands: € 40.00

Collection within the Netherlands between 08:00 – 12:00 hours: on request

**Options and costs for DC deliveries are on request.

Customs:

44. Costs to issue EX-A documents: € 30.50 per document (including 1 item). Extra items : € 11.00 per item.
45. Costs import customs clearing: € 47.25 per document (including 1 item). Extra items : € 11.00 per item.
46. Advance fee : 3% on advanced VAT, import duties and other governmental charges. Invoices for advances should be paid within 8 days.
47. Costs to issue ATR documents: € 40.50 per document.
48. Costs to issue transit documents: € 33.00 per document. Extra items : € 11.00 per item. If an order has to be carried out by a third party, costs to issue transit documents: € 61.00 Extra items : € 11,00
49. Costs import customs clearance in non-EU (for DDP export) countries only on request. Only applicable on delivery duty paid shipments (DDP). Costs for preparing NCTS Transit documentation for ex-works shipments are subject to VAT and import duties.
50. Cost for other customs service can be sent on request.

Other:

51. All-risk insurance for consignments is available only on written request. The insurance premium will be invoiced separately.
52. CAD/COD deliveries are not possible.
53. Rotra is not responsible for providing any additional customs documents.
54. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. Rotra is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.
55. Dutch law applies to all activities performed by Rotra.
56. Charges for customs examination in the United Kingdom (in case of selection by the customs) : € 27.50 per scan. This is excluding additional waiting time.
57. Charges for reporting (i.e. KPI or shipment reports): € 25.00 per file.
58. Our privacy statement can be found on our web site (<https://rotra.eu/en/footer/privacy>).
59. These general conditions are available in different languages. In disputes about the interpretation of the conditions, the interpretation of the Dutch version is decisive.

Summary fees and surcharges

Fee/surcharge	Costs	Extra info/ conditons see article
Manual entry of consignments (not electronically)	€ 4,95 per shipment	5
Shipment cancellation	70-100% of agreed rate	6
Later adjustment of the delivery terms (incoterms)	€ 25,00 per shipment	7
Register shipment (by telephone/e-mail) at the receiver	€ 7,50 per shipment	11
Register shipment at the receiver in an external system	€ 15,00 per shipment	12
ADR surcharge	Varies per destination/origin	17
Tail lift collection/delivery for a LTL/FTL shipment	€ 75,00 per shipment	18
Neutralizing a consignment	€ 27,50 per shipment	23
Re-labelling a consignment	€ 15,00 per shipment	24
Length surcharge	25% over the agreed rate for the entire shipment.	26d
Administration of exchanging packaging	€ 2,10 per pallet (excl. depreciation)	31
Proof of Delivery (POD)	€ 7,50 - € 15,00 per POD	34
Sending invoices by post	€ 3,50 per invoice	36
Extra waiting time	€ 60,00 per hour	42b
Groupage delivery (during working days 08:00 – 17:00 hours local time):		
Delivery before 08:00 hours	€ 70,00 - € 80,00 per shipment	43
Delivery before 10:00 hours	€ 40,00 - € 55,00 per shipment	43
Delivery before 12:00 hours	€ 20,00 per shipment	43
Fixed (specific) time delivery	€ 95,00 per shipment	43
Delivery on a specific day later than the indicative regular transit time (fixed delivery)	€ 25,00 per shipment	43
Time deliveries LTL/FTL	On request	43
Delivery/collection within a fixed timeframe (during working days 08:00 – 17:00 hours local time):		
1 hour window within the Netherlands	€ 70,00 per shipment	43
2 hour window within the Netherlands	€ 40,00 per shipment	43
Collection within the Netherlands between 08:00 – 12:00 hours	On request	43
Delivery/collection outside working days and/or office hours (08:00-17:00 hours local time)		
	On request	
Custom fees/surcharges		44 t/m 50, 56
Charges reporting (i.e. KPI reports, shipment reports, tariffs in Excel)	€ 25,00 per file	57