



**Daily Logistics Group B.V. (DLG)** General Terms and Conditions of Sale, filed with the Dutch Chamber of Commerce under number 73722812 on 1 March 2022

DLG General Terms and Conditions of Sale, most recent version: February 2022

of

the private limited company

**Daily Logistics Group B.V. and any and all subsidiaries, companies affiliated with it and natural persons and legal entities applying these Terms and Conditions.**

**We deliver.**

**Daily Logistics Group B.V.**

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General Terms & Conditions [www.dlg-logistics.com](http://www.dlg-logistics.com)



## ARTICLE 1 – GENERAL

1. These General Terms and Conditions apply to all quotations, agreements and activities in which DLG Logistics Group and/or its subsidiaries and/or any companies affiliated with them and every natural person and legal entity applying these Terms and Conditions, hereinafter individually or jointly referred to as 'DLG', undertake to transport, forward or distribute goods, to stock, sell directly, transship and store and possibly handle goods, to perform customs formalities, provide advice on logistics issues or to perform any other type of activity.
2. In these Terms and Conditions, the 'Client' means every natural person or legal entity that has concluded or wishes to conclude an agreement with DLG. DLG and the Client are jointly also referred to as the 'Parties'.
3. The applicability of the Client's terms and conditions of purchase or other terms and conditions is expressly rejected.
4. If the performance of work is subject to the approval or permission of third parties or a permit/exemption from an administrative body, the Client will ensure that it obtains the requisite permit/exemption and/or permission on time and, to the extent necessary, provides DLG with these permits, exemptions and permissions on time. This does not apply to permits and/or exemptions that DLG must have in order to carry on its business.
5. Once an agreement is concluded subject to these General Terms and Conditions, they will also apply without exception to all quotations issued, agreements concluded and work performed by DLG in the future.
6. Any amendments and variations to these General Terms and Conditions are only valid if they have been agreed between the Parties in writing. At such time, these amendments and/or variations will only apply to the specific case at issue.
7. In addition to these General Terms and Conditions, and depending on the work performed, the most recent versions of the following industry-specific general terms and conditions are



also applicable:

- a. in the event of 'forwarding' as referred to in Article 8:60 of the Dutch Civil Code ("DCC") and preparatory customs formalities: the Dutch Forwarding Conditions of 2018 (DFC) (*Nederlandse Expeditie voorwaarden (2018)*), excluding the arbitration clause (Article 23);
  - b. other logistics services such as transport, storage, transshipment, etc.: the Logistics Services Conditions 2014 (LSC) (*Logistieke Services Voorwaarden 2014*), excluding the arbitration clause (Article 14);
  - c. in the event of national road transport: the General Transport Conditions 2002 (GTC) (*De algemene Vervoercondities GTC 2002*);
  - d. in the event of international road transport: the Convention on the Contract for the International Carriage of Goods by Road (the CMR Convention), with the GTC being regarded as a supplement.
8. Notwithstanding the documents referred to above, only the Court of Rotterdam has jurisdiction to hear any disputes ensuing from or relating to the agreement.
  9. To the extent that any provision of the aforementioned general terms and conditions is contrary to a provision of these General Terms and Conditions, the provision of these General Terms and Conditions will prevail.
  10. All terms and conditions may also be downloaded from our website <https://dlg-logistics.com/> under "Terms and Conditions" ("*voorwaarden*"). Alternatively, they will be sent by email or post immediately on request.



#### ARTICLE 2 – START OF THE SERVICES

1. The Client is obliged to package the goods in accordance with the provisions of Article 3 [Labels and packaging] and to make them available to DLG or a third party at the location and time agreed and in the manner agreed.
2. The Client is obliged to submit the statements to DLG and provide DLG with the documents regarding the goods and their handling that it knows or should know to be relevant to DLG and to do so on time. The Client is responsible for ensuring that there is a complete and truthfully completed and signed CMR at the loading address, in any event no later than when the goods are fully loaded. If the goods and/or work are subject to governmental provisions, including customs and excise duty provisions and tax rules, the Client will ensure the timely provision of all information and documents that DLG requires to comply with those provisions.
3. The Client warrants that the information and documents to be provided are accurate and complete and that all instructions and goods made available are in compliance with laws and regulations. DLG is entitled, but not obliged, to investigate whether the statements it has received are accurate and complete.

#### ARTICLE 3 – LABELS AND PACKAGING

1. The goods will be packaged in such a way that they are able to withstand the normal consequences associated with transport, including loading and unloading, in the circumstances requested.
2. The packaging and the goods will be clean, dry and odourless. If this is not the case in the driver's opinion, DLG will be entitled not to commence or continue the loading or transport, after consultation with the Client to the extent possible.



#### ARTICLE 4 – CARGO

1. DLG accepts all types of goods, with the exception of livestock, precious metals, precious stones, gems, money, coins, art, banknotes, arms, ammunition, radioactive substances, illegal substances and narcotics.
2. If the goods require conditioned transport, this must expressly be stated in advance and in writing, no later than along with the application for transport or storage.
3. The temperature range for groupage is as stated in the quotation issued.
4. A full load at a temperature that differs from the quotation is possible, but this must expressly be agreed between the Parties in writing before loading starts, in order to prevent any misunderstanding and potential loss or damage.
5. The mere statement of a temperature on or in a consignment note, cargo list, packing list, transport order, etc. will not be considered as an 'agreement'. Any instructions or requests to a driver are not binding, not even if the driver subsequently accepts the cargo.
6. A temperature printout of the cooling engine is available on written request in exchange for a fee.
7. DLG will determine the number of packages when the goods are loaded, unless the nature or composition of the consignment makes it unfeasible for practical reasons to determine the number of packages or unless DLG cannot reasonably be required to determine this number.
8. DLG is entitled, but not obliged, to inspect goods offered for transport (including to check the product temperature), to weigh them or to measure them, and to inspect those goods in order to establish their nature, except in the instance provided above.



#### ARTICLE 5 – GOODS HANDLING

1. All manipulations, such as inspecting, sampling, taring, counting, weighing, measuring, etc., and receipt subject to appraisal by a court-appointed expert will be carried out only on the Client's express instructions and in return for reimbursement of costs.
2. Notwithstanding the provision of paragraph 1, DLG is entitled, but not obliged, to take all measures – on its own authority but at the Client's expense and risk – that it deems necessary in the Client's interests. Where possible, DLG will consult with the Client in advance. Where this is not possible, DLG will take the measures that it considers the most appropriate in the Client's interests and will inform the Client of the measures taken and the associated costs as soon as this is reasonably possible.
3. DLG is not an expert regarding the goods. Consequently, DLG is not liable for any loss or damage ensuing from or connected with any statement made by DLG regarding the condition, nature or quality of the goods or in respect of the conformity of samples with the goods.

#### ARTICLE 6 – DELIVERY TIME, METHOD OF DISPATCH AND ROUTE

1. The mere mention by the Client of a time of delivery is not binding on DLG. In accordance with the provisions of Article 12(5) of these General Terms and Conditions, arrival times are not strict deadlines and are not guaranteed by DLG, unless otherwise agreed in writing.
2. If transport is to take place one day after the request for transport was submitted to DLG, DLG in any event cannot guarantee timely delivery if the request was not submitted before 1 p.m. on the day of the request.
3. Orders are preferably given by means of an EDI message or through DLG's web portal.
4. Standard delivery of groupage goods takes place during the day and without a time slot. A time slot for delivery will be given on request.



5. If the Client has given no specific instructions in this regard when giving the order, the method of dispatch and the route will be at DLG's discretion, with DLG always being entitled to accept the documents that are customary at the companies with which it has contracted in order to execute the order given to it.
6. If the consignee refuses receipt of the goods, irrespective of the reason, the Client will be bound to issue DLG a reasonable instruction. The costs ensuing from this instruction will be borne by the Client.

#### ARTICLE 7 – EURO-PALLETS / EXCHANGING PACKING MATERIALS

1. Euro-pallets are only exchanged if agreed in advance and if the order states that euro-pallets are involved. Other load carriers, such as block pallets, hygiene pallets and barrels are not exchanged. Exchange is ruled out in the event of transport to, from or within the United Kingdom (England, Scotland, Wales and Northern Ireland), Ireland, Norway and Finland.
2. Exchanging pallets is not included in the carriage charges; where applicable, this will be agreed in writing in the quotation. In addition, the following applies to the exchange of pallets:
  - a) the Client guarantees that the consignee has assumed an obligation to have an equal number of pallets of the same type and quality ready on time, such that they can be loaded almost immediately after delivery of the goods.
  - b) the obligation to return pallets to the Client is exclusively the consignee's.
  - c) the carrier's best-efforts obligation will end in the event that the consignee fails to make all or some of the pallets referred to at a) available on time or to make them available at all. DLG is obliged to make a note of the difference between the pallets delivered and those returned on the consignment note.
  - d) in the event that delivery notes regarding pallet changes are unclear, the changes registered in DLG's records will be decisive.



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- e) DLG is free to refuse pallets that differ materially from the level of quality or the type. DLG allows for an annual euro-pallet loss of 10%.
- f) DLG will never be obliged to check the quality of the load carriers or to reimburse the Client for any pallets refused or for any difference, in the Client's opinion, between the pallets loaded and the pallets delivered.
- g) in the event that DLG delivers its own pallets to the Client when DLG receives the goods and does not receive any pallets in return from the consignee, or receives an insufficient number of pallets, of the same type and comparable quality, the Client will owe DLG compensation as agreed in the quotation issued.
- h) if the consignee returns fewer pallets to DLG than the number that DLG has delivered, this will not affect the consignee's obligation to return the remaining load carriers to the Client. DLG will not be liable for any shortages.

#### ARTICLE 8 – OBLIGATION TO REPORT VALUABLE CONSIGNMENTS

DLG has taken out insurance for the transport activities based on CMR or GTC and, as the occasion arises, will only be liable to the extent that DLG's insurer provides cover. At the Client's express request, DLG will attempt to take out goods in transit insurance for the transport at the Client's expense. The arrangements made regarding the additional goods in transit insurance will be included in the quotation issued, if applicable.

#### ARTICLE 9 – USE OF SECURE PARKING AREAS

The Client will give clear instructions regarding transport, with the use of secure parking areas being required on account of the high value of the cargo. At the Client's request, secure parking areas will be





used to the extent possible. In that case, the Client will indicate, prior to the transport, which parking areas can be used. The statutory driving hours and rest periods will be observed. Secure parking areas will also be used if this is reasonably required according to DLG and/or the driver in the given circumstances. Any costs incurred for secure parking will be charged on to the Client and will never be included in the carriage charges.

#### ARTICLE 10 – HAZARDOUS SUBSTANCES

1. The transport of ADR, IMO or Limited Quantity will only be accepted following written agreement with the relevant planning department.
2. The transport of ADR, IMO or Limited Quantity is subject to a surcharge as stated in the quotation. Where this is not stated in the quotation, the surcharge will be stated on a case-by-case basis on request.
3. If the Client offers hazardous substances for transport, this must be explicitly indicated in the transport order. Such a statement must contain all relevant details, including the UN number, the packaging code and the name of the substance. The Client must adhere to the applicable laws and regulations in this regard.
4. The Client is responsible for the correct labelling, approved packaging and the transport documents required, including the tunnel code and the sender's declaration. The goods must be properly packed and secured on pallets to ensure that they can be stowed and transported according to the statutory rules and provisions. If the Client has not provided any information or has provided incomplete information or incorrect information and/or if the labelling, packaging or documents do not comply with the legislation, the Client will be liable for any loss or damage arising as a result, including for administrative and/or criminal penalties.



#### ARTICLE 11 – LOADING, STOWING AND SECURING

1. The Client is responsible for loading, stowing and securing the cargo, unless other written arrangements have been made. If a subordinate of DLG carries out these activities alone or together with the loading or unloading address, DLG will not be liable for any loss or damage ensuing from errors the subordinate makes when carrying out these activities. This exclusion of liability explicitly also applies to loss or damage caused to or by the use of technical aids, such as forklifts, pallet jacks, truck-mounted forklifts, etc. of third parties.
2. In the event of conditioned goods, the time of loading and/or unloading will be determined at the Client's or the consignee's risk, regard being to the temperature of the goods. DLG will not be liable for any loss or damage resulting from:
  - a) an incorrect loading and/or unloading time;
  - b) an excessive amount of time spent on loading and/or unloading platforms; and/or
  - c) the outside temperature on site at the time of loading and/or unloading;
3. DLG does not as a rule make loading, stowing and securing materials, such as tie down straps, anti-slip mats, dunnage bags, etc., available. The Client must supply these. The Client warrants that these materials are sound.
4. The Client will load no more, and will ensure that third parties load no more, than the maximum load weight permitted by law for the relevant vehicle at any time. The Client indemnifies DLG against the consequences and/or loss or damage incurred and caused by overloading if it was caused by or on account of the Client's actions.

#### ARTICLE 12 – PRICES, QUOTATIONS AND PAYMENTS

1. All quotations issued by DLG are without obligation, within the meaning of Article 6:219(2) DCC.



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2. DLG's prices are based on the assumption that sites are easily accessible or passable with a loaded articulated lorry measuring 16.5 metres in length. If that is not the case, then DLG reserves the right to store the goods with third parties at the Client's expense and risk. The transportation ends upon delivery to such third party, with the agreed carriage charges remaining due. The costs incurred for placing the goods in storage, transshipment and removing them from storage will be charged to the Client.
3. Prices and rates are in euro, based on loading and unloading times on working days Monday to Friday, one loading address, one unloading address and one temperature setting.
4. Prices and rates are exclusive of dumping and toll charges, any levies and duties, VAT, clearance charges and a diesel fuel surcharge as stated in the quotation for any transportation carried out.
5. DLG endeavours to deliver goods in accordance with agreed timing schedules (separately for FTL and LTL). If lorries have to be parked abroad during the weekend due to an unexpected departure from the schedule, a surcharge will apply depending on the country in which they are parked. Surcharges stated in the quotation apply to loading and/or unloading on Saturdays and/or on Sundays/public holidays.

#### ARTICLE 13 – BREXIT CLAUSE

1. DLG is entitled to adjust prices and fees if the costs it incurs for providing services under an agreement are significantly increased due to the United Kingdom's withdrawal from the European Union.
2. A substantiated statement of any costs that necessitate such an increase will be sent upon request. For the purposes of this clause, an increase of 3% or more in DLG's costs will be considered a substantial increase in all cases.



3. All taxes, duties, charges, levies and any other fees or costs whatsoever imposed for the import or purchase of the products by the Client or for the export or sale of the products by the Client as a result of or in connection with the United Kingdom's withdrawal from the European Union will be borne by the Client.
4. DLG may notify the Client in writing if performing the agreement is in any way made more onerous or difficult for DLG as a result of or in connection with the United Kingdom's withdrawal from the European Union. Such notification will entitle DLG to suspend its obligations and the Parties will renegotiate the agreement in good faith. If the Parties are unable to reach consensus on an amendment to the agreement within seven days after the Client receives such a notification, either Party will be entitled to terminate the agreement at seven days' notice without being liable to the other Party for any resulting loss or damage suffered, with DLG retaining its right to a *pro rata* portion of the price for any obligation(s) it has fulfilled in part.

#### ARTICLE 14 – FREE TIME, DEAD FREIGHT AND WAITING CHARGES

1. The agreed carriage charges include the following free times for loading and unloading operations.  
Sea containers:
  - a. Import / export
    - Placement: 60 minutes
    - Loading or unloading: 60 minutes
    - Depositing: 60 minutes
  - b. Lorries
    - 30 minutes per operation



Trailer transport:

Time starts after arrival has been reported:

- 1-5 pallets: 30 minutes from arrival time
- 6-10 pallets: 45 minutes
- 11-15 pallets: 60 minutes
- 16-20 pallets: 75 minutes
- from 21 - FTL: 90 minutes

The loading and unloading operations will be deemed to have ended as soon as the agreed goods have been loaded/unloaded, vehicle doors have been closed and the consignee has handed over all the relevant cargo documents to the driver.

2. Exceeding the free times referred to in the preceding paragraph will be subject to a fee as stated in the quotation.
3. DLG is entitled to leave the site without issuing notice of default while retaining its right to payment of the waiting costs and the agreed carriage charges, if and to the extent that:
  - a. no loading and/or unloading operations have begun after waiting for up to 2 hours after arrival, or;
  - b. nothing is available for loading following arrival at the loading address.
4. If the Client cancels the order before the loading process has commenced, DLG will be entitled to charge dead freight within the meaning of Article 8:1111(1) DCC.
5. If DLG exercises its right referred to in paragraph 3, it will be entitled to place the goods in storage with one or more third parties at the Client's expense and risk. The transportation ends after delivery to such third party/parties. The costs incurred for this delivery as well as those incurred for placing the goods in storage, transshipment and removing them from storage will be charged to the Client.
6. The Client has the obligation to furnish facts about, as well as the onus to prove, any circumstances that are the opposite of those referred to in paragraphs 3(a) and 3(b).



#### ARTICLE 15 – TAIL LIFT SURCHARGE

If consignments are to be delivered by means of a tail lift, the Client must always request this with each order and make reference to it after concluding the agreement, except where this is the standard arrangement. Deliveries made by means of a tail lift are subject to a surcharge that is to be specified.

#### ARTICLE 16 – IMPORT AND EXCISE DUTIES, TURNOVER TAX AND MISCELLANEOUS

The deferred payment surcharge (*kredietbeperkingstoelage*) referred to in Article 15(4) of the DFC will be 3% per month or part of a month.

#### ARTICLE 17 – CONSIGNMENT NOTES

1. The Client has the option to ask DLG for a login code that will enable the Client to retrieve and print out a copy of the CMR Consignment Note via DLG's website.
2. At the Client's request, DLG will send the Client a delivery note for a fee. Documents relating to any delivery made more than 3 years previously are no longer retrievable.
3. If a cargo is damaged or lost (wholly or in part), the delivery note will be issued without the aforementioned fee being charged.
4. If for any reason whatsoever signed consignment notes are not provided, that will not lead to any delay, postponement or non-payment of claims that DLG has against the Client.

#### ARTICLE 18 – RESCISSION OF THE AGREEMENT

1. DLG is entitled to rescind the agreement with immediate effect without judicial intervention if one of the following circumstances occurs with regard to the Client:



- a. the Client ceases to exercise or conduct their profession or business to a significant degree;
  - b. the Client loses its legal personality, is dissolved or is effectively liquidated;
  - c. the Client is declared insolvent;
  - d. the Client offers a restructuring plan outside of insolvency;
  - e. the Client requests a suspension of payments;
  - f. the Client loses the disposition of their property or a significant part of it as a result of it being seized.
2. If the Client continues to fail attributable to perform one or more of their obligations under the agreement without this being due to any circumstance referred to in the preceding paragraph, DLG may, without prejudice to its right to compensation for any loss or damage sustained, rescind the agreement with immediate effect, wholly or in part, after having allowed the Client a period of at least fourteen days to perform and the Client has still not performed their obligations at the end of that period. If allowing such a period were to disproportionately prejudice DLG's interest in the undisturbed operation of its business, it may also rescind the agreement without allowing it.

#### ARTICLE 19 – LIABILITY

1. If DLG causes damage to goods or persons while carrying out its activities and its liability in that regard is not regulated in the terms and conditions referred to in Article 1(7), DLG will only be liable for direct damage, up to a maximum of EUR 7,500 per event or series of events with one and the same cause, except in the case of force majeure as referred to in Article 22.
2. DLG is not liable for any loss or damage resulting from any incorrect advice it may possibly



have provided. This limitation will not apply if the Client asserts and proves that the loss was caused intentionally or by deliberate recklessness on the part of directors or the senior management of DLG itself.

3. DLG is not liable for any other financial loss, including consequential loss and loss due to delays in national or international transport.
4. Any claim for compensation against DLG will lapse 1 year after the Client becomes aware of the loss or damage in question.

If persons acting on DLG's behalf are held liable in connection with the carriage of the goods, they may invoke any limitation of and/or exemption from liability to which the carrier may be entitled pursuant to these terms and conditions or any other statutory or contractual provision.

#### ARTICLE 20 – INDEMNIFICATION

1. Any Client that fails to comply with any obligation incumbent on the Client by law and/or under the agreement and/or these General Terms and Conditions must indemnify DLG against any and all loss or damage sustained by it as a result of the Client's failure to comply with the obligation in question.

#### ARTICLE 21 – CONFIDENTIALITY

1. The Client will keep all quotations and agreements with DLG confidential and will not disclose them to third parties. DLG will treat all information received from the Client confidentially and it will only share it with any party that needs it in order to ensure that the agreement is performed properly.





#### ARTICLE 22 – FORCE MAJEURE

1. In the event of force majeure as referred to in paragraph 2, the agreement will remain in effect, although DLG's obligations will be suspended for as long as the situation of force majeure lasts and it will not be liable for any loss or damage resulting from the inability to perform its obligations.
2. Force majeure includes war, riots, sabotage, strikes, government measures (national or international), labour unrest (in the broadest sense), unforeseen and unusual weather conditions, theft, forcible entry, fire, failure of facilities (such as water and power), natural events, tunnel blockades and cancellation of ferries or trains, regardless of their cause or the location of such events.
3. All additional costs caused by force majeure, such as for example transport and storage costs, warehouse or site rental, demurrage charges, holding fees, insurance and removal costs, will be borne by the Client and must be paid to DLG at its first request. DLG will in no event be liable for any loss or damage resulting from any failure to perform its obligations, or to perform them on time, due to force majeure.

#### Article 23 – NOTIFICATION OF LOSS OR DAMAGE

1. If DLG delivers goods that have suffered visible external damage or loss without the Client notifying DLG in writing of this, specifying the general nature of the damage or loss at the time it accepts the goods or immediately thereafter, DLG will be deemed to have delivered the goods in the same condition as the condition in which it received them.
2. If the damage or loss is not externally visible and the Client has not notified DLG in writing of such damage or loss, specifying its general nature, within 7 working days after having accepted the goods, DLG will also be deemed to have delivered the goods in the same condition as the



condition in which it received them.

3. Contrary to the provisions of Article 22, if the goods are not delivered within a reasonable or agreed period without the consignee having notified DLG in writing of this, specifying that the goods have not been delivered within that period, within one week after having accepted the goods, then DLG will be deemed to have delivered the goods within that period.

#### ARTICLE 24 – HARDSHIP CLAUSE

1. DLG is obliged to perform its contractual obligations, even if events have made such performance more onerous/expensive than could have reasonably been foreseen when the contract was concluded. Contrary to before mentioned , if DLG makes a plausible case that:
  - a) the continued performance of its contractual obligations has become excessively onerous/expensive as a result of an event beyond its reasonable control which it could not reasonably have taken into account when the contract was concluded; and that
  - b) such event or its consequences could not reasonably have been avoided or remedied, then the Parties will be obliged to negotiate alternative contractual terms within a reasonable period of time after this clause has been invoked which would reasonably enable the consequences of the event to be overcome.
2. If DLG and the Client have failed to agree alternative contractual terms as provided in the previous paragraph, then DLG will be entitled to terminate the contract without being obliged to pay any compensation.

#### ARTICLE 25 – PLEDGE



1. All items, documents and funds that DLG has in its possession in connection with the agreement serve as collateral for any and all claims that it has against the Client.  
DLG may also exercise the rights vested in it under the preceding paragraph for anything still owed to it by the Client under previous agreements.

#### ARTICLE 26 – CHOICE OF FORUM AND LAW

1. Every legal relationship between DLG and its Client is governed by Dutch law. Any and all disputes arising from or connected with the agreement(s) concluded between the Parties or work carried out or arising in the pre-contractual phase will be settled exclusively by the competent court in Rotterdam, with DLG also being entitled to issue proceedings before the court where the Client has their place of business or residence.
2. The Dutch version of this agreement will prevail in the event of any differences in interpretation between it and any translation of it.