

## **General Terms and Conditions Charters**

### **General**

1. Transportbedrijf Van de Wetering Loosdrecht B.V. (hereinafter referred to as: Van de Wetering) outsources transport to subcontractor (hereinafter referred to as: Charter).
2. Charter acts in name of Van de Wetering and will announce itself and behave as such towards the customer. Charter should not contact the customer without express permission from Van de Wetering.

### **Applicable regulations**

3. The latest version of the Dutch General Transport Conditions (AVC), as documented by ruling of the court in Amsterdam and Rotterdam, applies to the agreements regarding road transport. For agreements regarding exceptional transport, the Dutch General Conditions for Exceptional Transport (AVET) apply. Cross-border road transport is performed in accordance with the CMR Convention and, additionally, the aforementioned AVC and/or AVET.
4. The conditions in this Transport Order do not affect the conditions stated in the general conditions of Van de Wetering, which can be found at the following address:  
<https://www.vandewetering.nl/en/about-us/general-terms-and-conditions/item51>.
5. Dutch law is applicable to agreements with Van de Wetering and any resulting agreements. Conflicts will be filed with the competent court in Rotterdam.

### **Obligations of charter**

6. Charter should fully comply to all legal regulations and be in possession of the documents, transport exemptions, certificates and proof of inspections required to perform the transport.
7. Charter indemnifies Van de Wetering against all claims from third parties, including Dutch and foreign (government) institutions, that result from or are associated with the activities performed by the Charter as part of the concluded agreement.
8. Transport should not be outsourced to third parties without express permission from Van de Wetering.
9. Charter is obligated to perform the ordered transport on time and without unnecessary delay.
10. In the even that goods are charged with collect on delivery, the Charter should not deliver the goods before the collection fees have been collected.
11. Without express permission from Van de Wetering, loading extra goods or overloading goods

is not allowed.

12. Charter is obligated to man the to be committed vehicle with a sufficiently qualified driver; when the Charter executes the transport by committing persons it employs, Charter is obligated to apply the applicable collective labour agreement.
13. By accepting the Transport Order, Charter declares to be in possession of a valid transporter's liability insurance. Van de Wetering should be in possession of a copy of the policy before transport commences.

#### **Extra costs and compensation**

14. In case of delay of the transport, discovery of damages to the goods or other problems, Charter should immediately contact Van de Wetering.
15. Waiting hours are only compensated if Charter informs Van de Wetering of them immediately after they arise, if they are noted in the CMR and if they are signed for. Waiting hours that arise due to force majeure, such as traffic jams, weather circumstances, strikes etc. are not compensated.
16. Costs that arise due to non-compliance to these conditions may be recovered from Charter.
17. Costs that arise due to not keeping to the indicated unloading and loading times are passed on to Charter.

#### **Filing the CMR**

18. The CMR is sent to Van de Wetering immediately after unloading via WhatsApp, e-mail or fax.
19. The original and signed (at both the loading and unloading address) CMR with file number of Van de Wetering should be sent to Van de Wetering by post at the latest five days after unloading.

#### **Equipment**

20. Charter should ensure to commit a trailer with sufficient eyes in the floor in accordance with the VDI 2700 ff norm. If this is not the case, Van de Wetering reserves the right to refuse to load the trailer without incurring costs.
21. Charter ensures the presence of decent load securing by means of appropriate and inspected eye materials in accordance with the applicable legislation and/or laws.
22. Charter should comply to the clothing regulations of specific protection equipment and the safety instructions present on third party premises.

23. Charter is obligated to perform the ordered transport with equipment that is suitable, clean and representative for this transport.
24. Charter is obligated to ensure that the equipment is always maintained in good condition.
25. In the even that Charter drives with equipment from Van de Wetering, Charter is responsible for any damage to this equipment that arises while the equipment is used by Charter.

#### **Customs**

26. The information on the customs document should always be checked on correctness before leaving the loading dock. Deviations should be reported to Van de Wetering immediately.
27. The number(s) of the customs document should always be noted on the CMR.
28. A copy of the customs document should be handed in at Van de Wetering together with the CMR.
29. When handing in the documents to the customs post or the unloading address, this should be noted down and signed for on the CMR.