



General conditions

In general

1. These General Conditions apply to Rooskens BV, Rooskens Shipping BV and MR Expeditie BV and their subsidiary companies as well as to all their affiliated companies, hereinafter in the General Conditions all jointly referred to as “Rooskens”.
2. Rooskens acts solely as forwarding agent.
3. We hereby expressly reject any standard terms and conditions which you may wish to impose.
4. The general 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.
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.
6. In addition to the General Terms and Conditions, the latest version of the following general branch terms and/or conditions apply:
7. To national road transport: the Algemene Vervoerscondities (General Transport Conditions) (AVC 2002);
8. To international road transport: the CMR Convention, supplemented by the AVC 2002;
9. To forwarding activities: the Nederlandse Expeditievoorwaarden (Dutch Forwarding Terms and Conditions) ,with the exception of the arbitration clause;
10. In case of transport of goods by rail: The CIM/COTIF conditions;
11. In case of transport of goods by sea: The Hague-Visby Rules;
12. In case of transport of goods by air: The Montreal Convention;
13. 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.
14. 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.
15. Dutch law is applicable to all our operations. The District Court at Roermond is solely competent.



Invoices

1. We accept invoices, accompanied by signed CMR's, palletlists, palletnotes, delivery notes or any other pre-described documents by mail. You can send them to finance@rooskensgroup.com. Our references should be marked on the invoices and in the subject of the mail, please also mention the company the invoice is intended for. Without the previous mentioned attachments/notifications your invoice cannot be handled.
2. Always mail your invoice with signed transport documents included within 7 days of delivery.

Please be informed that late or no notification of problems may have an effect on any financial settlement.

Payments

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.

The principal is not entitled to set off the price against any claim he believes to have on us and/or to suspend payment.

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. In case of late payment Rooskens Shipping is entitled to claim interest in the height of 1% per month. Customer is also obliged to remunerate Rooskens 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.

Set-off of amounts payable to Rooskens Shipping with amounts payable by Rooskens Group is not allowed.

Postponement of payments is not allowed.

Right of pledge and right of retention

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.

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.
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.

Execution of the order by Rooskens

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 if this is required for the correct and timely performance of the orders issued to Rooskens, either with or without prior permission from the principal. The principal is obliged to provide all necessary assistance to Rooskens.
2. Rooskens is entitled to charge additional costs to the principal if such unforeseen additional costs were necessary for the correct and timely performance of the orders issued to Rooskens.
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.

Liability

1. The liability of Rooskens will be solely in accordance with and limited by the aforementioned treaties /regulations / conditions referred to. 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 a failure in the fulfilment



of the obligations towards the principal or contracting party attributable to Rooskens by law.

2. Under no circumstances shall Rooskens be liable for damage resulting from the non-performance 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 natural events, tunnel blockades and ferries that do not sail, regardless of how they came into being and where they took place.
3. 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.
4. With the exception of intent or conscious recklessness on the part of the management of Rooskens, the liability of Rooskens 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. Rooskens will never be held responsible nor liable for any indirect and/or consequential damages and/or losses. Rooskens will never be held liable for customs activities.

Language

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