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Raben

General Terms and Conditions of **Raben Netherlands B.V.**, filed on 14th November 2022 at the Registry of
The Hague District Court under number 34/2022

GENERAL TERMS AND CONDITIONS

of

the private limited company(ies)

**Raben Netherlands B.V., and of all its (future) subsidiaries, affiliated company(ies) and any (legal) persons using
these General Terms and Conditions, hereinafter referred to as: 'Raben'.**

Version number 2.3

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Clause 1 – General

1. These 'General Terms and Conditions' apply to all offers, agreements, activities (including services provided and/or to be provided), under which Raben Netherlands B.V. and/or its subsidiaries and/or all enterprises affiliated to them or any (legal) persons using these General Terms and Conditions, hereinafter referred to individually and/or jointly as: 'Raben', undertakes to carry out activities such as transporting or 'forwarding' as referred to in Section 8:60 of the Dutch Civil Code, distributing goods (hereinafter referred to as: 'Goods'), packing, transferring, storing and any handling, treating, sorting, repacking, processing, packing and packaging of Goods, the performance of customs formalities, the provision of advice on logistical problems and the performance of any other kind of service.
2. In these General Terms and Conditions, 'Client' means any (legal) person who has entered into or wishes to enter into an agreement (oral or written) with Raben (pre-contractually). Raben and the Client are hereinafter also jointly referred to as: 'the Parties'.
3. The applicability of any procurement, purchase or other (general) terms and conditions of the Client is expressly rejected.
4. A subordinate is not authorized to represent Raben or any third party engaged by Raben. Any instructions or orders included in a (transport) document that have not been agreed with Raben beforehand shall not bind Raben, even if an employee carries out the instruction or the order.
5. If the performance of the service(s) requires any licenses, approvals or permissions from any third parties or a permit/exemption from an administrative body, the Client shall ensure that it has the required permits/exemptions and/or permissions in good time, and shall provide Raben in good time - insofar as necessary - with (a copy of) these permits, exemptions and permissions. This does not apply to those permits and/or exemptions that Raben must have in order to conduct its business.
6. Once an agreement has been concluded under the applicability of these General Terms and Conditions, subject to paragraph 9, they shall also apply without exception to any future offers to be issued by Raben, agreements concluded and services to be performed.
7. Deviations from these General Terms and Conditions shall only be valid if agreed in writing between the Parties. These changes and/or deviations shall then only apply to the specific case to which they relate.
8. Insofar as Raben arranges transport by sea, rail, inland waterway and/or air modes, Raben shall act exclusively as a freight forwarder (forwarding in the strict sense) within the meaning of Sections 8:60 et seq. of the Dutch Civil Code, regardless of how Raben is described on any (transport) document.
9. In addition to these General Terms and Conditions, the Logistic Services Conditions 2014 (LSC), excluding the arbitration clause (Article 14) and the references at Freight Forwarding (Article 2 paragraph 4) and Customs and Tax Services (Article 2 paragraph 5) to the Dutch Forwarding Conditions, apply supplementary. These activities are explicitly also subject to the aforementioned LSC, including the provisions on Raben's liability such as Article 5 paragraphs 5 and 7. Activities in connection with forwarding and/or customs and tax services shall be performed at the expense and risk of the Client. These conditions shall not prejudice Sections 8:61 paragraph 1, 8:62 paragraphs 1 and 2 of the Dutch Civil Code, 8:63 paragraphs 1, 2 and 3 of the Dutch Civil Code in case of forwarding. To the extent that any provision of the LSC conflicts with any provision of these General Terms and Conditions, the provision of the General Terms and Conditions shall prevail. The LSC are attached as **Appendix 1** to these General Terms and Conditions.
10. Raben reserves the right to amend the General Terms and Conditions, including the included Appendices. The Client shall regularly ascertain the most recent General Terms and Conditions, identifiable by the version number.
11. All terms and conditions can also be downloaded from the website <https://www.raben.nl> or via this [link](#). On first request, they will also be sent by e-mail or post.
12. Raben's policy for the protection of personal data and information security can be viewed via the link <https://nederland.raben-group.com/privacy-policy>.

Clause 2 – Rates, offers, placing orders, delivery dates

1. All offers issued by Raben are without engagement, as referred to in Section 6:219 paragraph 2 of the Dutch Civil Code.
2. Raben's rates are based on locations that are easily accessible and/or passable with a loaded truck combination (max 50t.). If this is not the case, Raben reserves the right to place the Goods in storage with third parties at the expense and risk of the Client. The transport ends after delivery to the relevant third party, in which case the agreed freight price shall remain due. The costs associated with the storage and removal of the Goods shall be borne by the Client.
3. Rates are in euros, based on loading and unloading times on working days from Monday to Friday between 08.00 and 17.00h local time, are exclusive of any taxes and duties, tolls/maut, VAT, clearance charges, and a fuel surcharge as further agreed.
4. The rates for the services shall be further agreed by the Parties. In the absence of such an agreement, the rates shall be calculated in accordance with [Appendix 2](#).
5. If the quotation or the offer is based on information provided by the Client and this information proves to be incorrect or incomplete or changes afterwards, Raben shall be entitled to adjust the stated prices, rates and/or terms accordingly and within reason. This applies in particular in respect of loading and unloading locations, dimensions and weights. If the Client provides contradictory information, any additional costs and/or damage incurred or to be incurred by Raben shall be borne by the Client. Raben shall not be obliged to verify the accuracy of any information provided by the Client.
6. Raben aims to deliver Goods in accordance with agreed delivery times (different for full truck load (FTL) and part of a full truck load (Less Truck Load (LTL))). Unless otherwise agreed, Raben applies the following delivery times:
 - i. In the case of Dutch domestic transport; within 1 working day calculated from the day of collection of the Goods, except for postal codes NL1790-1799, NL8880-8899 and NL9160-9166, for which the delivery time is 2 working days;
 - ii. In the case of cross-border carriage within a time that would reasonably be expected of a properly acting and professional carrier, considering the circumstances of the case.
7. If the first delivery attempt fails because the Consignee was not present, was unable to accept the Goods or due to other circumstances not attributable to Raben, Raben shall make a second attempt to deliver the Goods to the Consignee on the next working day and shall charge an additional fee to the Client. If this attempt also fails, the Goods shall be taken into storage by Raben or be returned to the loading address, this at Raben's sole discretion.
8. If, due to a different delivery time, vehicles must be parked abroad during the weekend, a minimum weekend surcharge will be charged, depending on the country in which the vehicles are located. Surcharges shall apply for Saturday deliveries and Sunday/holiday deliveries.
9. Transport Orders shall be placed with Raben in a manner and within the delivery times as described in [Appendix 3](#).

Clause 3 – Europallets

1. Only *EURO*-pallets ('pallets') will be exchanged, and only if this has been agreed in advance and the order specifies that the load carriers are *EURO*-pallets.
2. Exchanging pallets is not included in the rate, a surcharge applies. In addition, the following applies with regard to pallet exchange:
 - a. the Client guarantees to Raben that the Consignee has undertaken the obligation to make available as many pallets of the same type and quality in good time (such that they can be loaded almost immediately after delivery of the Goods);
 - b. the obligation to return pallets to the Client rests solely with the Consignee;
 - c. if (part of the) pallets referred to under (a) are not made available by the Consignee or are not made available in time, Raben's best-effort obligation ends. Raben shall be free to refuse any pallets that deviate significantly as to quality level. Raben shall never be obliged to check the quality of the pallets, nor to pay any compensation to

the Client for any rejected pallets or because in the opinion of the Client loaded pallets deviate from the pallets handed in;

- d. if Raben hands in its own pallets to the Client on taking delivery of the Goods and does not receive any or only an insufficient number of pallets of the same type and comparable quality from the Consignee, the Client shall owe Raben a compensation. Raben shall not be liable for any shortages.

Clause 4 – Acceptance of Goods / Duty to notify valuable shipments

1. In principle, Raben accepts all types of Goods except those listed in **Appendix 4**. Transport Orders that regard Goods as listed in the aforementioned Appendix require the explicit acceptance (confirmation) by Raben. The Transport Order should therefore explicitly state which Goods of **Appendix 4** it concerns. For these types of Goods, Raben reserves the right to charge a surcharge.
2. The Client guarantees that the value of the shipment to be transported does not exceed €100,000. If this guarantee is breached, Raben shall in any case be liable for no more than €100,000. Raben expressly accepts the shipment under this condition. If the value of the shipment to be transported is €100,000 or more, the value must be notified to Raben in writing before the transport commences. Raben reserves the right to refuse this shipment in that case.

Clause 5 – Hazardous substances

1. Without prejudice to Clause 4 paragraph 1, an ADR surcharge shall apply in the event of transport and/or storage of hazardous substances by Raben. The statement by the Client that hazardous substances are involved must contain all relevant details, including the UN number, the packaging code and the substance name. The Client must comply with the applicable laws and regulations and seek prior information and advice on these (from third parties).
2. The Client shall be responsible for proper labelling, approved packaging and the necessary transport documents, including tunnel code and consignor's declaration. The Goods must be properly packed and secured on pallets so that they can be stowed and transported in accordance with the applicable laws and regulations. If the Client has not provided any, or has provided only incomplete, incorrect or contradictory information, and/or the labelling, packaging, cargo securing, stowage or documents do not comply with the applicable laws and regulations, the Client shall be liable for any resulting damage, including administrative and/or criminal fines.

Clause 6 – Packaging

1. Goods must be packed by the Client in such a way that the Goods are protected against the normal reasonably foreseeable circumstances that may occur during transport, including loading and unloading activities (including short stays in the open air), groupage and storage, including inward and outward storage. Relevant factors in the choice of packaging include the mode of transport (road, sea, air, rail, etc.), the duration of transport, the nature of the Goods (fragile, dangerous, conditioned, perishable (light or moisture), etc.). In particular, the packaging should keep the Goods together as a stable loading unit in case of several packages.
2. Palletized Goods must remain within the dimensions of the pallet and have markings indicating any special nature of the Goods, such as 'fragile', 'this side up', etc.
3. Goods weighing 30 kg or more should be placed on a transport unit that can be moved using a forklift/EPT.
4. In case of shipment of machinery or equipment with protruding, loose or hinged parts, those parts should be secured and/or protected against possible damage that may occur during loading and unloading operations and transport.

Clause 7 – Conditioned Goods

Without prejudice to Clause 4, paragraph 1, the following provisions shall apply in case of transport and/or storage of Conditioned Goods. In case of Conditioned Goods (transport under guided temperature¹), in view of the temperature of the

¹ That is, transport in a controlled atmosphere of perishable goods without unnecessary loss of quality.

Goods the determination of the time of loading and/or unloading shall be at the risk of the Client or the Consignee respectively. Raben shall not be liable for any damage to the Conditioned Goods resulting from:

- a. wrong time of loading and/or unloading;
- b. an excessively long stay at loading and/or unloading bays; and/or
- c. the outside temperature prevailing on site at the time of loading and/or unloading.

Clause 8 – Free waiting time, dead freight, waiting costs

1. The following time units for the purpose of loading or unloading at a location other than the Logistics Centre² (free hours) are inclusive of the rates quoted:
 - a. when loading or unloading a groupage or part shipment (LTL), a time of 30 minutes applies;
 - b. when loading or unloading a full truck load (FTL), a time of 2 hours applies, including the time required for any customs clearance activities;
 - c. when switching swap/stand-by-trailers, a time of 30 minutes applies.
2. Exceeding the aforementioned times will be charged at a further fee ('waiting fee'), failing which a fee of € 33,- per half-hour or part of a half-hour will apply.
3. If:
 - a. no loading and/or unloading activities have commenced after a wait of no more than 2 hours from arrival, or
 - b. upon arrival at the loading address no Goods are available at all;Raben shall be entitled to leave the site without any notice of default being required, while retaining its entitlement to payment of the waiting costs and the agreed freight price.
4. If the Client cancels the Transport Order before the loading process has commenced, Raben shall be entitled to the dead freight as referred to in Section 8:1111 paragraph 1 of the Dutch Civil Code.
5. If Raben exercises its right as referred to in paragraph 3 under 'a' in case of unloading activities, Raben shall be entitled to place the Goods in storage with third parties for the account and risk of the Client. The transport ends after delivery to such third party. The costs related to this delivery and the storage and removal of the Goods shall be charged to the Client. The actual depositary shall not be liable vis-à-vis the Client for any damage or loss of the Goods during storage, except in case of intent or deliberate recklessness.
6. The Client shall have the burden of proof regarding the circumstances that contain the opposite of the circumstances mentioned in paragraph 3 under a and b.

Clause 9 – Liability, insurance, claims procedure

1. If Raben causes any damage, however named, however and by whomever caused, and such liability is not provided for in the LSC or cannot be invoked nor is provided for elsewhere in these General Terms and Conditions, Raben shall only be liable, irrespective of the legal basis used, for any direct damage, and furthermore up to an amount not exceeding €7,500 per event or series of events with one and the same cause of damage, except in the event of force majeure, and except for intent or deliberate recklessness on the part of directors or senior management of Raben itself.
2. In accordance with Article 6 paragraph 4 LSC, the Client shall be obliged to take care of the loading and unloading of Goods (by others). To the extent that a subordinate of Raben fully or partially assists in the performance of this obligation, Raben shall not be liable for any damage caused thereby.
3. If the Consignee refuses to take delivery of the Goods, regardless of the reason, the Client shall be obliged to provide Raben with a reasonable instruction. The costs arising from this instruction shall be borne by the Client. There in any case is no question of a reasonable instruction if the instruction disproportionately prejudices Raben's business operations.

² See Article 1 paragraph 2 LSC 2014 for this definition.

4. Raben has insured its *liability* arising from agreed services based on customary insurance conditions. Raben will provide a copy of the insurance certificate at the Client's request.
5. The Client is advised to take out a goods transport insurance for the duration of 'transport' at its own expense and risk, and, in case of doubt about the nature and content of the insurance, including the extent of the cover, to contact an insurance agent.
6. Only in cases of 'transport' and at the express and specified timely request of the Client may Raben seek to take out a goods transport insurance at the expense and risk of the Client. Raben shall be entitled to refuse such a request without giving reasons.
 - a. If Raben refuses, this does not make Raben liable for damages.
 - b. If Raben complies with this request, it shall be entitled to charge a reasonable surcharge. Raben has only complied with this request if it has explicitly confirmed to the Client that the aforementioned insurance has actually been taken out. In the absence of such a confirmation, the Client should assume that Raben is refusing within the meaning of subparagraph 'a'.

Under no circumstances does Raben advise or mediate on insurance, and Raben shall not be liable for any errors arising during, through or because of (the execution of) the request, directly or indirectly and in the broadest sense of the word.
7. In the event of 'storage' ('custody' ('bewaarneming')) within the meaning of Section 7:600 of the Dutch Civil Code), including inbound and outbound, the Client shall take out a goods insurance at his own expense and risk to cover the risk of damage to the Goods during storage, including in any case damage as a (direct or indirect) result of fire, lightning strike, explosion, flooding, falling aircraft parts and crashing aircraft.
8. If the Client is of the opinion that Raben is liable, Client shall follow the procedure as set out in [Appendix 5](#).

Clause 10 – Rights and obligations of Raben as 'carrier'

1. Upon taking delivery of the Goods, Raben shall be obliged to investigate:
 - a. the accuracy of entries in the transport document regarding the number of packages and their marks and numbers;
 - b. the external condition of the Goods and their packaging.
2. If Raben does not have reasonable means at its disposal to investigate the correctness of the statements referred to in paragraph 1 (a) of this Clause, the driver shall indicate in the transport document, with reasons, which reservations he makes. The driver shall also indicate the reasons for any reservations he makes in respect of paragraph 1(b): the external condition of the Goods and their packaging.
3. Raben shall be relieved from making reservations if the Goods are packed and/or stowed in such a way that Raben cannot reasonably be required to comply with its obligation to investigate under paragraph 1. This applies in particular to complex pallet constructions, the use of non-transparent foil, and situations in which the driver is not or may not or cannot be present during the loading process.
4. Raben shall be entitled to terminate the Contract of Carriage or, at Raben's discretion, to suspend the departure of the vehicle, without becoming liable for compensation, if:
 - i. the Goods are excluded from carriage (see [Appendix 4](#));
 - ii. or the condition of the Goods is not in accordance with the Transport Order, especially in case of defects, or deviations in type, weight and dimensions;
 - iii. the Goods are not (properly) packed, given the nature of the Goods in conjunction with the mode of transport; or if the transport is prohibited or sanctioned by any government agency (including implementing bodies).
5. Raben will make every effort to complete the transport within the time frame stated in the Contract of Carriage. The time frame is expressed in working days. Time frames expressed in hours are not binding, unless expressly accepted by Raben. A time frame of 24 hours or a multiple thereof shall be construed as a time frame of 1 working day or a multiple of 1 working day. Collection and delivery of the Goods shall take place on working days between 8.00 and

17.00h. If collection or delivery is agreed upon outside those times, this shall be considered an additional service as referred to in [Appendix 6](#).

Clause 11 – Regulation (EU) 2019/1020 on market surveillance

1. Before the placement of each individual order with Raben by Client, whereby Goods are placed on the Union market as described in Article 4(1) in conjunction with Article 3(1) and (2) of Regulation 2019/1020, the Client guarantees that it shall check whether (or not) import of the product is subject to harmonisation legislation or the legislation referred to in Article 4(5) of the Regulation.
2. If the products fall within the scope of harmonisation legislation, Client guarantees that it will act in compliance with that legislation, and that the products comply with that legislation. In addition, the following provisions apply.
3. If the goods fall within the scope of Article 4(1) of the Regulation, Client guarantees and will ensure that there is either a manufacturer in the Union, or an importer in the Union, or an authorised representative in the Union with respect to all goods contained in an individual order and that the manufacturer, importer or authorised representative falls within the meaning of Article 4(2) (a)–(c) of the Regulation.
4. Client guarantees that it will provide written notification (including electronic mail or other electronic means of communication) of the manufacturer(s), importer(s) or authorized representative(s) established in the Union, who acts with respect to the products or specified products, as economic operator within the meaning of the Regulation. The notification shall be received by Raben no later than when the individual order is placed, including at least the name, registered trade name or registered trademark, postal address, place of establishment and contact information (including at least an e-mail address and phone number) of the economic operator(s) covering all products that are in the individual order.
5. In case Raben – for whatever reason – is considered as economic operator within the meaning of the Regulation by the market surveillance authorities:
 - a. Client shall, at first request and without delay, provide either Raben or the market surveillance authorities directly, an EU declaration of conformity or an EU declaration of performance and all technical documentation concerning the specific products in the English language. Client guarantees that this information and documentation is correct, entirely valid, complete, authentic and in no way whatsoever, misleading.
 - b. Client shall, at first request and without delay, cooperate fully and provide all information needed to Raben or directly to the market surveillance authorities concerned and ensure that the immediate, necessary and corrective action is taken to remedy any case of non-compliance with the requirements set out in Union harmonisation legislation applicable to the product in question; alternatively, if that is not possible, Client shall mitigate the risks presented by that product either at the request of the market surveillance authorities or on its own initiative, if Raben itself is of the opinion, or has any reason to believe that the product concerned presents a risk. Raben is entitled to take immediate, necessary and corrective action to remedy any case of non-compliance with the requirements set out in Union harmonization legislation applicable to the product in question, or, if that is not possible, to mitigate the risks presented by that product, when required to do so by the market surveillance authorities or on the own initiative of Raben, where he considers or has reason to believe that the product in question presents a risk. Raben is entitled to take immediate, necessary and corrective action to remedy any case of non-compliance with the requirements set out in Union harmonized legislation.
6. Raben is not liable for any damage suffered by Client, except in the case of intent or wilful recklessness on the part of Raben.
7. Client is liable towards Raben for all costs and damages, including but not limited to material damage, immaterial damage, consequential damage, fines, interest, costs and other losses relating to inspections, enforcement, investigation, recall, legal proceedings and prosecution, negative publicity, loss of profit, as well as penalties and forfeitures, including consequences due to the designation as fulfilment service provider by market surveillance authorities, non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights – that Raben suffers directly or indirectly resulting from (amongst other things):

- a. the designation of Raben by market surveillance authorities as fulfilment service provider;
 - b. the failure of Client to comply with any obligation pursuant to an agreement or pursuant to applicable national and/or international legislation;
 - c. any incident within Client's scope of risk;
 - d. and resulting from the fault or negligence in general of Client and/or its employees and/or third parties called in or engaged by Client, irrespective of whether the damage ensues from claims brought by the government or by third parties.
8. Client shall indemnify Raben at all times against third-party claims, including claims brought by employees of both the Freight Forwarder and Client, relating to or ensuing from the damage referred to in the previous paragraph.
 9. If and insofar as Raben, its employees or third parties engaged by it within the scope of this agreement is/are held liable or prosecuted by any public authority, Client is obliged to cooperate fully with Raben, its employees or third parties engaged by it within the scope of this agreement and provide all information and documents that are or may be of importance within the scope of the liability claims or prosecution, including, but not limited to, substantiation, defence or the provision of information.
 10. Client grants a mandate to Raben, giving Raben the right, but explicitly not the obligation, to dispute or to take legal action, including civil law or public law proceedings against any claim, statement or action on the part of the market surveillance authorities; Raben can act on its own behalf or instruct a third party to act accordingly in the name of Client.
 11. At first request of Raben, Client will provide a sufficient bank guarantee or, upon agreement, another form of security for all costs and damages as referred to in article 7.
 12. The period of limitation for all claims that can be brought against Client is 5 years.

Clause 12 – Hardship clause

1. Raben shall be obliged to perform its contractual obligations (including the rights and obligations under the LSC and these General Terms and Conditions), also if events have made performance more onerous than could reasonably have been expected at the time that the Contract of Carriage was concluded.
2. Notwithstanding paragraph 1 of this Clause, if Raben makes it plausible that:
 - a. the continued performance of its contractual obligations has become disproportionately onerous due to an event beyond its reasonable control; and that
 - b. it could not have reasonably avoided the event or its consequences;the Parties shall be obliged within a reasonable time after the invocation of this Clause to negotiate alternative contractual terms that reasonably negate the effects of the event.
3. If paragraph 2 of this Clause applies but Raben and the Client have not been able to agree alternative contractual terms as referred to in that paragraph, Raben shall be entitled to dissolve the contract without Raben being liable for any compensation.

Clause 13 – Choice of forum and choice of law

1. All legal relationships between the Parties shall be governed by Dutch law.
2. All disputes arising from or relating to (the) agreement(s) concluded between the Parties, service performed or services rendered, or disputes having arisen in the pre-contractual phase, shall be settled by the competent court in Rotterdam, the Netherlands, unless mandatory statutory provisions prevent this.

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Raben

Appendix 1 – LSC 2014

LOGISTICS SERVICES CONDITIONS (LSC)

Zoetermeer, 1 February 2014



LOGISTICS SERVICES CONDITIONS (LSC)

as filed by FENEX (Netherlands Association for Forwarding and Logistics) and TLN (Transport and logistics Netherlands), with the district court of Rotterdam on 2 April 2014 under number 28/2014.

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Article 1 - Definitions

Wherever used in these conditions, the following terms are understood to have the meaning given thereto below.

1. **Logistics activities:** all work, including unloading, receipt, storage, discharge, loading, stock management, assembly, order handling, order picking, preparation for shipping, invoicing, information exchange and management, transport whether or not by third parties, and the completion of customs declarations with regard to Goods.
2. **Logistics centre:** the space(s) where the Logistics activities take place.
3. **Logistics service provider:** the party concluding the agreement with the Client and the party under whose title the Logistics activities are performed.
4. **Auxiliary persons:** all persons - not being the subordinates of the Logistics service provider - used by the Logistics service provider in the performance of the Logistics activities.
5. **Client:** the party granting an instruction for the performance of the Logistics activities to the Logistics service provider and the party with whom the latter concludes the agreement.
6. **Agreement:** the agreement concluded between the Logistics service provider and Client with regard to the Logistics activities to be carried out by the Logistics service provider, of which these Conditions form part.
7. **Conditions:** the conditions applicable to the Agreement, including these conditions as stipulated below.
8. **Force majeure:** all circumstances that a diligent Logistics service provider could not have avoided and the consequences of which he could not have prevented. Force majeure includes fire, explosion and flooding as a result of natural disasters, as well as the consequences thereof.

9. **Working days:** all days, with the exception of Saturdays, Sundays and official public holidays as recognised in the country or region where the Logistics activities are to be performed.
10. **Goods:** the goods made available by or on behalf of the Client to the Logistics service provider or its Auxiliary persons with a view to the performance of the Agreement.
11. **Receipt:** the action whereby the Client, with the explicit or tacit approval of the Logistics service provider or its Auxiliary persons, relinquishes control of the Goods to the latter.
12. **Delivery:** the action as a result of which the Logistics service provider, with the explicit or tacit approval of the Client or its representative or a competent authority, surrenders control of the Goods and allows them to exercise control over the Goods, or if the Logistics service provider has assumed a transport obligation, the action as a result of which the Logistics service provider, with the explicit or tacit approval of the carrier, relinquishes control of the Goods to the latter.
13. **Freight forwarding:** the transport of the Goods on behalf of the Client by one or more carriers subject to one or more appropriate transport agreements.
14. **Stock discrepancy:** an inexplicable difference between the physical stock and the stock administration of the Logistics service provider, subject to evidence to the contrary by the Client.

Article 2 – Scope of application

1. General

These Conditions govern all offers, agreements, legal and de facto acts regarding the Logistics activities to be performed, insofar as these are not subject to mandatory law. Any contrary conditions or regulations of the Client are not applicable, unless accepted explicitly and in writing by the Logistics service provider. These Conditions apply to the relationship between the parties, also after the Agreement is no longer in force.

2. Subordinates / Auxiliary persons

The Logistics service provider is entitled to engage Auxiliary persons in the performance of the Logistics activities, unless agreed otherwise with the Client.

Subordinates or Auxiliary persons who are held liable in relation to the performance of activities on behalf of the Logistics service provider can invoke all clauses regarding the exclusion or limitation of liability as stipulated in these Conditions.

3. Transport

If the Logistics service provider has assumed a transport obligation, the relationship between the parties will, in accordance with the provisions of these Conditions, be subject to (mandatory) treaties, statutes and regulations, the provisions of the transport documents and, in case of domestic road transport in the Netherlands and insofar as not deviated therefrom in these Conditions or the Agreement, the provisions of the General Transport Conditions (AVC), in the version as filed with the court registry of the district courts in Amsterdam and Rotterdam at the time of conclusion of the Agreement, unless a different version has been agreed upon.

In case of the absence of a bill of lading in maritime transport, the relationship between the parties is governed by the Hague Visby Rules, as amended by the Protocol of 22 December 1979, or the Rotterdam Rules if these have come into effect, unless agreed otherwise. Transport does not include the loading into and unloading from vehicles at the Logistics centre.

The transport documents as referred to in this article are understood as the transport document issued by the Logistics service provider or its Auxiliary persons or signed by these as consigner.

If and insofar as the aforementioned treaties, laws, statutes and conditions do not regulate a liability, the version of these Conditions as applicable at the time of conclusion of the Agreement will apply.

4. Freight forwarding

If the Logistics service provider explicitly assumes the obligation with regard to the transport of Goods, whether or not on specific route sections or with the use of specific transport modalities, the relationship between the parties is subject to the Dutch Forwarding Conditions (general conditions of FENEX) in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

5. Customs and tax services

If the Logistics service provider assumes the obligation to perform customs formalities (including formalities with regard to storage in a customs warehouse) and/or with regard to tax representation, the relationship between the parties is governed by the Dutch Forwarding Conditions in the version as filed with the court registry of the district courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed upon.

Article 3 – Obligations of the Logistics service provider

The Logistics service provider is obliged:

1. to directly or indirectly take Receipt of the agreed Goods at the agreed place, time and in the agreed manner, on condition that these are properly packaged, accompanied by the required documents and that the Goods have been made available to the Logistics service provider or its Auxiliary persons;
2. to assume responsibility for the loading, stowage and unloading at the Logistics centre, and the receipt and release of Goods, unless these, in the opinion of the Logistics service provider or its Auxiliary persons, constitute such a hazard or nuisance that such activities cannot be demanded of the Logistics service provider or its Auxiliary persons;
3. to have the Logistics activities relating to the Goods take place in the Logistics centre agreed with the Client;

- a. if no specific Logistics centre is agreed upon, the Logistics service provider is free to choose a suitable space and to move Goods between suitable spaces;
 - b. if a specific Logistics centre has been agreed upon, the Logistics service provider is entitled to move the Goods in consultation with the Client if such is desirable in view of good business operations and/or proper performance of the Logistics activities. The Client may not refuse its permission for the movement of Goods if the new spaces are comparable or better;
4. the movement of Goods as referred to in Paragraph 3 of this article will be for the account of the Logistics service provider, unless such a move is required:
- a. in the interest of the Client, or on its instructions, and/or;
 - b. is the consequence of circumstances for which the Logistics service provider is not liable, and/or;
 - c. is the consequence of circumstances that in all reasonableness are not for the risk and/or account of the Logistics service provider, and/or;
 - d. is the consequence of regulations and/or instructions of the competent authorities;

the transport related to the movement of Goods takes place subject to the regulations referred to in Article 2 Paragraph 3 of these Conditions;

5. will take all measures, including those not ensuing directly from the Agreement, to protect the interests of the Client and its Goods. The Logistics service provider will if possible consult with the Client in advance. If no timely prior consultation is possible, the Logistics service provider will take those measures that it deems appropriate in the interest of the Client and will inform the Client thereof.
6. The Logistics service provider will insure its liability under the agreement subject to common insurance conditions and will provide the Client, at its request, with a copy of the insurance certificate.
7. The Logistics service provider will, unless agreed otherwise, grant the Client and, for the risk of the latter, its designated persons access to those places where the Goods are located during office hours on Working days, on condition that:
- a. the request for access is made in due time to the Logistics service provider;
 - b. the Client agrees to supervision by the Logistics service provider;
 - c. the inspection takes place according to the company rules of the Logistics service provider;

d. the information acquired by the Client during the inspection regarding other Goods present in the space(s) is not shared with third parties.

Any costs related to the inspection are for the Client's account;

8. to perform additional work in consultation with and on instructions of the Client, if such work can in all reasonableness be expected of the Logistics service provider;
9. to report damage and missing items regarding received Goods as promptly as possible in writing to the Client and to request its instructions for further action;
10. to guarantee the soundness and suitability of the materials used in its operations;
11. to deliver the Goods in the same condition as in which they were received or alternatively in the agreed condition;
12. to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to competent authorities and information exchange with third parties as a part of normal business operations.

Article 4 – Consequences of non-fulfilment of obligations by the Logistics service provider

If the Logistics service provider persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 3, the Client, without prejudice to its right to compensation of damage in accordance with Article 5, can terminate the Agreement with immediate effect, in full or part, after:

- furnishing the Logistics service provider with a registered letter setting out the reasons why the Logistics service provider has defaulted, giving a minimum term of 30 days for fulfilment and;
- the Logistics service provider has on expiry of that term not yet fulfilled its obligations.

The Client does not have this right if the default, in view of its special nature or minor importance, does not justify the dissolution of the Agreement and its consequences.

Article 5 – Liability of the Logistics service provider

1. The Logistics service provider is, save for Force majeure and without prejudice to the other provisions of these Conditions, liable for damage to and/or loss of the Goods that has occurred during the period from Receipt to Delivery. The Logistics service provider is not liable for damage resulting from non-fulfilment by the Client of any obligation resting on the latter by virtue of the Agreement(s) and the conditions applicable thereto.
2. Liability of the Logistics service provider in case of transport is maximised at the liability limit set for to the relevant transport modality, unless agreed otherwise. The Logistics service provider is not liable for any damage to the extent the Logistics service provider demonstrates that the damage may have resulted from the absence or defectiveness of the packaging of the Goods that in view of their nature and manner of transport should have been properly packaged. If in case of road transport by the Logistics service provider the Goods are not taken in Receipt at/in the agreed place, time and manner, the liability for any resulting damage is limited to twice the freight charges as agreed for the road transport part, with a maximum of 10,000 SDR; liability is conditional on the Client providing the Logistics service provider with a final term which is not fulfilled by the Logistics service provider.
3. As regards other Logistics activities, liability of the Logistics service provider for damage to or loss of the Goods is limited to 4 SDR per kilogram gross weight of the damaged or lost Goods, with a maximum of 100,000 SDR per event or series of events with one and the same cause of damage.
4. The compensation to be paid by the Logistics service provider for damage to or loss of the Goods will never exceed the value of the Goods as substantiated by the Client. If no substantiation is provided, the value is based on the customary market price for Goods of the same nature and quality, applicable at the time and place of Receipt.
5. Subject to the provisions of Article 5 Paragraph 7, the liability of the Logistics service provider for any damage other than damage to and/or loss of the Goods, is limited to 10,000 SDR per event or series of events with one and the same cause of damage, on the understanding – and subject to this limitation of liability to 10,000 SDR – that if the Logistics service provider performs customs formalities or acts as tax representative, the Logistics service provider is not liable for any losses, unless the Client proves that such losses are the result of fault or negligence on the part of the Logistics service provider.

6. Any Stock discrepancies must be reflected by a registration of the physical stock, which must be carried out for the account of the Client at least once a year and at the time that the Agreement ends.

Any shortfalls and surpluses will be set off against one another. The Logistics service provider is only liable for Stock discrepancies if and insofar as, taking into account the calculation used in the registration of the stock, the shortfall (missing items) surpass any surpluses by at least 1% of the number of Goods handled under the Agreement each year. The Logistics service provider will notify the Client as soon as possible of any change to its stock administration that does not result from the Receipt and release of Goods. It is explicitly agreed that these Conditions also govern the liability of the Logistics service provider for stock discrepancies, including the liability limits as described in Article 5 Paragraph 3.

7. The Logistics service provider accepts no liability for loss of profit, consequential loss and immaterial loss, irrespective of the cause.
8. The Logistics service provider cannot rely on the liability limits stipulated in this article in the event of either intent or recklessness, with knowledge that damage would probably result of the Logistics service provider himself.
9. If the Logistics service provider is held liable by the Client outside contract for the losses resulting from performance of the Logistics activities, the liability of the Logistics service provider shall not exceed that stipulated in the Agreement.
10. If the Logistics service provider can derive any defence from the Agreement in respect of its liability to the Client for an act of Auxiliary persons or subordinates, these Auxiliary persons or subordinates can, if held liable by the Client for such act, also invoke this defence, as if the Auxiliary persons or subordinates were also a party to the Agreement.
11. If the Logistics service provider is held liable outside contract for damage or loss of Goods or delay in delivery by a party who is not a party to the agreement, including a transport agreement concluded by or on behalf of the Logistics service provider, the liability of the latter will not exceed that stipulated by the agreement.

Article 6. Obligations of the Client

The Client is obliged:

1. to promptly furnish the Logistics service provider with the information and documents relating to the Goods and the handling thereof, of which it knows or should know that such are of importance to the Logistics service provider, unless the Client can prove that the Logistics service provider has or should have such information in its possession. The Client guarantees the correctness of the provided information and that the provided instructions and Goods are in accordance with current laws and regulations;
2. if Goods and/or activities are subject to government regulations, including customs, excise and tax regulations, the Client will promptly provide the Logistics service provider with all information and documents required by the latter to comply with said regulations.

The provision of information and/or documents to the Logistics service provider, as required for the performance of formalities as stipulated by the aforementioned government regulations, entails an instruction to that effect. The Logistics service provider all times reserves the right whether or not to fulfil such instruction;

3. to make the agreed Goods, in proper packaging, available to the Logistics service provider or its Auxiliary persons at the agreed place, time and manner, accompanied by a waybill for road transport (if necessary) and any other documents agreed and/or required by law;
4. to assume responsibility for the loading, stowage and unloading of Goods, unless:
 - Article 3 Paragraph 2 is applicable, or;
 - the parties have agreed otherwise, or;
 - otherwise ensues from the nature of the intended transport, taking the applicable Goods and vehicle into account.
5. to indemnify the Logistics service provider and its subordinates and/or Auxiliary persons at its first request against third-party claims outside contract for any damage or financial loss, related in any manner to the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto, including claims based on product liability and/or intellectual property rights. This duty of indemnification applies if the Client fails to fulfil

any obligation imposed on it by law, these Conditions or the Agreement, or in case the damage or financial loss is caused by circumstances that fall under the risk of the Client;

6. to vouch for the Goods and equipment that it makes available to the Logistics service provider or its Auxiliary persons;
7. to promptly compensate, besides the agreed fee, any other costs ensuing from this or separate A(a)greement(s) and the C(c)onditions applicable thereto;
8. to promptly compensate the costs of inspections, follow-up work, clearing work and the discharge of waste ensuing from the performance of this or separate A(a)greement(s) and the C(c)onditions applicable thereto;
9. on termination of the Agreement, to take receipt of Goods located at the Logistics service provider or its Auxiliary persons by no later than the last working day before the final date of the Agreement and to remove these, after payment of all monies owed to the Logistics service provider and of any monies of which it is known at that time that such will be owed. The Client can suffice with providing security as deemed appropriate by the Logistics service provider for all that the Client may owe after the termination of the Agreement, insofar as known and/or can be estimated in all reasonableness by the Logistics service provider;
10. to observe confidentiality towards third parties with regard to all facts and information acquired exclusively in the performance of the Agreement, with the exception of information that must be provided by law to the competent authorities and information exchange with third parties as a part of normal business operations.
11. to take immediate receipt of the Goods and/or to remove these, if in the opinion of the Logistics service provider these constitute such a hazard or nuisance that it cannot be demanded of the Logistics service provider that it keep these in storage any longer; In deviation of the provisions of Article 3 Paragraph 2, the release and loading of Goods will take place by or on behalf of the Client and for its risk and account.

Article 7 – Consequences of non-fulfilment of the obligations by the Client

1. If the Client persistently fails imputably in the fulfilment of one or more of its obligations as referred to in Article 6 Paragraphs 1 thru 10, the Logistics service provider can,

without prejudice to its right to compensation, terminate the Agreement, in full or part, with immediate effect, after giving the Client, by means of a registered letter, a final term of at least 14 days for fulfilment, on expiry of which term the Client has not fulfilled its obligations. The Logistics service provider can, if the giving of such a final term would disproportionately harm its operational interests, also terminate the Agreement without providing any such final term.

2. The Logistics service provider is entitled to suspend the performance of its obligations if the Client fails to fulfil one or more of its obligations as referred to in Article 6 Paragraphs 1 thru 8. This right of suspension can also be invoked against creditors of the Client.
3. If the Client fails to fulfil its obligations as referred to in Article 6 Paragraphs 9 and 11, the Logistics service provider is entitled to:
 - a. move the Goods to other spaces for the risk and account of the Client, and/or;
 - b. effect the private or public sale of the Goods for the account of the Client after expiry of 14 days after the sending of a registered letter to the Client providing notification of the intended sale, without any further formalities being required;
 - c. the abandonment or destruction of the Goods if it is likely that costs of sale of the Goods will be higher than the proceeds thereof, or if, despite a reasonable attempt thereto by the Logistics service provider, no buyer can be found, whereby the costs of abandonment or destruction will be for the account of the Client.

Article 8 - Liability of the Client

1. The Client is liable for all damage to the Logistics centre and/or the property of the Logistics service provider, of its Auxiliary persons, of its subordinates and of its other Clients, as well as for personal injury caused by the Client, its Goods, including the packaging of its Goods, its Auxiliary persons, subordinates and any other persons acting on its instructions.
2. The Client is liable to the Logistics service provider for any losses, including fines, interest charges, penalties and forfeitures, including the consequences of the failure to (timely) clear customs documents, ensuing from inter alia the inaccuracy, carelessness or incompleteness of the instructions and the information and/or documents provided by the Client, the failure to (timely) make the Goods available at the agreed time, place and manner, as well as the failure to (timely) provide documents and/or instructions.

3. The Client is liable to the Logistics service provider for any losses ensuing from the failure to fulfil its obligations under this or separate agreement(s) and the Conditions applicable thereto.
4. The Client will compensate the Logistics service provider for any fine imposed as a result of overloading in case of road transport. The preceding provision will, except in case of bad faith, not apply if the Client can furnish proof of a fine due to infringement of Article 2.6 Paragraph 2 of the Road Transport Act.

Article 9 - Other

1. The Logistics service provider can terminate the Agreement with immediate effect if the Client:
 - ceases in full or significantly to practise its profession or business;
 - loses the power of disposal over its capital or a significant part thereof;
 - loses its status as a legal entity, is wound up or is factually liquidated;
 - is declared bankrupt;
 - offers a settlement in lieu of bankruptcy;
 - applies for suspension of payment;
 - loses the power of disposal of its Goods or a significant part thereof as a result of attachment by third parties;
 - does not fulfil its obligations as referred to in Article 6 Paragraph 11.
2. The Logistics service provider will inform the Client if after receipt of the Goods by the Logistics service provider, the transport cannot in all reasonableness commence, be continued or completed within a reasonable period of time. The parties will in that case be entitled by means of a written notification to terminate the underlying transport agreement, with termination coming into effect on receipt of the notification. The Logistics service provider is not obliged to effect further transport to the place of destination and is entitled to unload the Goods and store these at a place fit for the purpose; the Client is entitled to take possession of the Goods. The costs incurred with respect to the Goods in connection with the termination are for account of the Client. Except in case of force majeure (Article 6:75 of the Dutch Civil Code), the Logistics service provider will compensate the Client for any losses incurred as a result of the termination of the agreement, whereby its liability is limited to twice the freight charges as agreed for the relevant transport modality, with a maximum of 10,000 SDR.

Article 10 – Complaints

1. If the Goods are delivered by the Logistics service provider without the consignee having determined the condition thereof in the presence of the Logistics service provider, the Goods are deemed to have been delivered in a good condition, subject to evidence to the contrary.
2. If the Goods are delivered by the Logistics service provider without the consignee having provided the Logistics service provider with any written reservations specifying the general nature of loss of or damage to the Goods, the Goods are,
 - in case of loss or visible damage, by no later than the time of Delivery;
 - in case of damage that is not externally visible, within the period prescribed by law for the transport modality chosen for the Delivery or, in the absence of a (statutory) arrangement, within five Working days after Delivery;deemed to have been delivered in a good condition, subject to evidence to the contrary.
3. The day of Delivery is not included when determining the aforementioned time periods.
4. In case of domestic transport, the Goods are regarded as lost if they are not delivered within 30 days of the day on which they were accepted for transport and it is unknown where they are located.

Article 11 – Prescription and lapse

1. All claims relating to the agreement will become prescribed after 12 months and will lapse after 18 months.
2. The time periods referred to in Paragraph 1 will in case of general or partial loss, damage, delay or Stock discrepancy commence on the first of the following days:
 - a. the day on which the Goods have or should have been delivered by the Logistics service provider;
 - b. the day on which the Logistics service provider has reported the loss, damage or existence of the Stock discrepancy to the Client.
3. If the Logistics service provider is held liable by third parties, including a government authority, the time periods referred to in Paragraph 1 will commence on the first of the following days:

- a. the day on which the Logistics service provider is held liable by the third party;
 - b. the day on which the Logistics service provider has fulfilled the claim brought against it.
- 4. If the Logistics service provider or a third party engaged by the Logistics service provider has objected or appealed against the claim, the time periods referred to in Paragraphs 1 and 2 will commence on the day after the day on which decision on the objection and/or appeal has become irrevocable.
 - 5. For all other claims, the time periods referred to in Paragraph 1 will commence on the day on which they fall due.
 - 6. The time periods referred to in Paragraph 1 will for all claims relating to the Agreement in any event commence on the day following the day on which the agreement between the parties has ended

Article 12 - Payment conditions

- 1. All amounts owed by the Client to the Logistics service provider will be paid in accordance with the agreed term, whereby if no term is agreed, a term of 14 days after the invoice date will apply. Failure to observe this term is regarded as default.
- 2. If the Client fails to pay any amount due within the term as referred to in Paragraph 1 of this article, it will owe statutory (commercial) interest in accordance with Article 6:119a or Article 6:119 of the Dutch Civil Code, calculated from the due date until the date of payment in full.
- 3. The Logistics service provider is entitled to charge the Client any resulting judicial and extrajudicial collection costs. The extrajudicial collection costs are due from the moment that the Client is in default and are set at 15% of the claim with a minimum of € 150.
- 4. The Client will at all times compensate the Logistics service provider for any amounts levied or to be levied by government authorities in relation to this or separate A(a)greement(s) and the C(c)onditions applicable thereto.

5. The Client will at the first request of the Logistics service provider furnish security for all that the Client owes or will owe the Logistics service provider. This obligation also exists if the Client itself has already furnished security for payment.
6. The Client has no right to suspend payment, nor to set off any claims or costs against any amounts due to the Logistics Service provider relating to this or separate A(a)greement(s) and the C(c)onditions applicable thereto or against other costs chargeable to the Goods.
7. All amounts referred to in Paragraph 1 of this article are immediately payable and eligible for set off by the Logistics service provider in case of the circumstances referred to in Article 7 Paragraphs 1 and 2 of these Conditions.

Article 13 - Security

1. The Logistics service provider is entitled to refuse anyone the release of Goods, documents and monies, held or to be acquired by the Logistics service provider in connection with the Agreement.
2. The Logistics service provider can exercise a right of retention in respect of all Goods, documents and monies that it holds or will acquire as security for all claims that the Logistics service provider has or will have on the Client and/or the owner of the Goods, also with respect to claims that are not related to those Goods.
3. A right of pledge is established on all Goods, documents and monies that the Logistics service provider holds or will hold in relation to the Agreement as security for all claims that the Logistics service provider has or will have on the Client and/or the owner of the Goods.
4. The Logistics service provider may regard any party who, on behalf of the Client, entrusts Goods to the Logistics service provider for the performance of Logistics activities, as a party authorised by the Client to establish a right of pledge on those Goods.
5. If a dispute arises on settlement regarding the amount due or if said amount cannot be calculated promptly, the Client or the party demanding Delivery will at the request and election of the Logistics service provider immediately pay that part of the amount due on

which agreement exists and provide security for payment of the disputed remainder, the amount of which has not yet been determined.

6. The sale of any collateral will take place at the risk and account of the Client in the manner determined by law or will take place by private sale if the parties agree thereto.
7. The Client will at the first request of the Logistics service provider furnish security for costs paid or to be paid by the Logistics service provider to third parties or government bodies and for any other costs that the Logistics service provider has incurred or expects to make on behalf of the Client, including freight charges, port levies, duties, taxes and premiums.

Article 14 – Dispute resolution / arbitration

1. Any disputes arising from or related to the A(a)greement(s) to which these C(c)onditions apply will be submitted exclusively for arbitration in Rotterdam in accordance with the TAMARA arbitration regulations, with the exception of claims up to € 25,000 and undisputed claims, which will be submitted to the competent court in Rotterdam.
2. No appeal can be made to the exceptions referred to in Paragraph 1 if the Client has its registered office or principal place of business in a country outside the EU.
3. The arbitrators will, where applicable, apply the provisions of international transport treaties, including the convention on the international carriage of Goods by road (CMR). The Client guarantees the Logistics service provider that the unloader, the addressee and the other parties with an interest in the cargo will in case of damage to the Goods and/or delay in the delivery thereof be bound to the provisions of this Article.

Article 15 – Final provisions

1. All A(a)greements to which these C(c)onditions apply are governed by Dutch law.
2. The place of business of the Logistics service provider will be the place of settlement and adjustment of damage.

Article 16 – Recommended reference title

These Conditions can be referred to as "LSC 2014".

In case of any conflict with translated conditions, the Dutch version of these conditions will prevail.

Appendix 2 – Remuneration for Raben

I. General provisions

1. Raben's remuneration for providing road transport of shipments and providing additional services is determined according to the following model:
 - 1.1. Step 1 - determine the 'shipment weight' and the 'length of the transport route' as factors serving as a basis for the amount of the 'base price' - in accordance with the provisions of point II;
 - 1.2. Step 2 - determine the 'base price' - in accordance with point III;
 - 1.3. Step 3 - determine the 'final price' - in accordance with point IV.
2. In situations where the special nature of the shipment or special circumstances, requirements or conditions for providing the transport or an additional service so warrant, Raben may request a separately agreed fee for providing such transport or an additional service - in accordance with rules other than those set out in this Appendix. In such situations, Raben shall inform the Client of the amount of the requested fee before accepting a Transport Order. Acceptance and execution of a Transport Order shall be subject to the Parties' previous agreement on the amount of the fee due to Raben.
3. The prices stated are net prices (i.e., exclusive of VAT) and are expressed in euros. Raben charges VAT in accordance with the current binding rates.
4. For services rendered, the Client shall owe Raben a fee. If, pursuant to the provisions of the Contract of Carriage, the General Terms and Conditions or binding statutory regulations, the entity that is obliged to pay a fee for services and other charges resting on the shipment, in addition to the Client is also the Consignee, the Client and the Consignee shall be jointly and severally liable vis-à-vis Raben for any unpaid amounts. Agreements between the Client and Consignee regarding payment for services and other charges resting on the shipment, in particular those arising from Incoterms, shall not be binding for Raben.
5. Client is obliged to complain in writing within 21 days after receipt of the invoice from Raben about any inaccuracies regarding the invoice; in the absence of a timely complaint, the invoice is deemed to be correct.

II. Step 1 - determining the 'shipment weight' and the 'length of the transport route'

6. The 'shipment weight' is expressed in kilograms based on the larger of the two factors below:
 - 6.1 actual weight - this means the weight of the shipment including the packaging in which it is transported (a pallet, basket, etc.). The Client must state the actual weight of each transport unit in the Transport Order;
 - 6.2 chargeable weight - this means the greatest weight, calculated using the following conversion factors:
 - 6.2.1 1 cubic meter = 300 kg (or as otherwise stated in the offer);
 - 6.2.2 1 loading meter = 1,500 kg (or as otherwise stated in the offer); the loading meter is calculated using the following formula: $1 \text{ loading meter} = (\text{area of the ground surface of the shipment in square meters} / 2.4) \times 1,500$.
Example: for a EURO-pallet with dimensions 1.2 m x 0.8 m, the surface area of the base is 0.96; $1 \text{ loading meter} = (0.96 / 2.4) \times 1,500 = 600$.
The Client must state the dimensions of each transport unit in the Transport Order. Raben reserves the right to check parameters of the shipment. In case of any discrepancies, the base transport price will be calculated on the basis of the actual factors provided by Raben.
 - 6.2.3 The stackability of pallets is not included in our calculations. The price is calculated based on the data provided by the Client. If more than 1 pallet can be stacked, this will not be taken into account for a price adjustment.
7. 'Length of transport route' is expressed in kilometers based on a computer system used by Raben indicating distances between addresses. The program is updated depending on changes in the structuring of the road network.

III. Step 2 - determining the 'base price'

8. The 'base price' will be determined in accordance with the offer provided, based on the 'shipment weight' and the 'length of the transport route'. These values will be determined for an individual shipment in accordance with the provisions of point II. Prices for international transports will be agreed on an individual basis.
9. 'Base prices' stated in the offer are due for the execution of transports by heavy goods vehicles with standard equipment, which are not suited for special transport conditions. In particular for 'base prices', Raben does not guarantee the use of a vehicle equipped with lifts and hydraulic tail lifts, suitable for maintaining controlled temperature, isothermal conditions or for transporting dangerous goods (ADR goods), etc. In any case, additional information on additional delivery conditions should be included in the offer. In the event that no information on additional conditions is included in the offer and special transport nevertheless requires us to use special transport equipment, any costs associated with this service will be passed on to the Client.

IV. Step 3 - determining the 'final price'

10. The 'final price' for providing the transport service is the 'base price' adjusted by the following elements:
 - 10.1 Fuel adjustment;
 - 10.2 Road surcharge;
 - 10.3 Fee for additional services;
 - 10.4 Costs for carrying out transport in special circumstances or for transport of special kinds of goods;
 - 10.5 Additional costs.

10.1 Fuel adjustment

- 10.1.1 The amount of the fuel adjustment in a calendar month is determined every first working day of that month on the basis of the average diesel price in the Netherlands for the previous calendar month, price as published by Transport en Logistiek Nederland (TLN) and viewable via <https://www.tln.nl/brandstofmonitor/>.
- 10.1.2 Based on the average diesel price of the previous calendar month, the fuel surcharge (DAF) applicable for the new, current month can be read in the table shown below in paragraph 9.1.6.
- 10.1.3 The fuel surcharge (DAF) for individual calendar months is published on Raben's website <https://nederland.raben-group.com/klanten-omgeving/diesel-toeslag>.
- 10.1.4 The determination of 'final prices' for the provision of services based on 'base prices' using the fuel cost adjustment procedure constitutes a standard element of the fee calculation model and is not considered a change to binding prices or concluded contracts.
- 10.1.5 The level of the fuel adjustment depends on the share of the fuel costs and can change with changes in the cost structure.
- 10.1.6 Table of fuel prices and associated fuel surcharge (DAF).

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Raben

Gross price		Net price (without VAT)		DAF %
From EUR gross price/1L	To EUR gross price/1L	From EUR net price/1L	To EUR net price/1L	
€ 0.7269	€ 0.7993	€ 0.6008	€ 0.6606	-6.00%
€ 0.7994	€ 0.8718	€ 0.6607	€ 0.7204	-5.00%
€ 0.8719	€ 0.9442	€ 0.7205	€ 0.7803	-4.00%
€ 0.9443	€ 1.0167	€ 0.7804	€ 0.8402	-3.00%
€ 1.0168	€ 1.0892	€ 0.8403	€ 0.9001	-2.00%
€ 1.0893	€ 1.1616	€ 0.9002	€ 0.9600	-1.00%
€ 1.1617	€ 1.2341	€ 0.9601	€ 1.0199	0.00%
€ 1.2342	€ 1.2342	€ 1.0200	€ 1.0200	0.00%
€ 1.2343	€ 1.3067	€ 1.0201	€ 1.0799	0.00%
€ 1.3068	€ 1.3792	€ 1.0800	€ 1.1398	1.00%
€ 1.3793	€ 1.4516	€ 1.1399	€ 1.1997	2.00%
€ 1.4517	€ 1.5241	€ 1.1998	€ 1.2596	3.00%
€ 1.5242	€ 1.5966	€ 1.2597	€ 1.3195	4.00%
€ 1.5967	€ 1.6690	€ 1.3196	€ 1.3793	5.00%
€ 1.6691	€ 1.7415	€ 1.3794	€ 1.4392	6.00%
€ 1.7416	€ 1.8140	€ 1.4393	€ 1.4991	7.00%
€ 1.8141	€ 1.8864	€ 1.4992	€ 1.5590	8.00%
€ 1.8865	€ 1.9589	€ 1.5591	€ 1.6189	9.00%
€ 1.9590	€ 2.0314	€ 1.6190	€ 1.6788	10.00%
€ 2.0315	€ 2.1038	€ 1.6789	€ 1.7387	11.00%
€ 2.1039	€ 2.1763	€ 1.7388	€ 1.7986	12.00%
€ 2.1764	€ 2.2488	€ 1.7987	€ 1.8585	13.00%
€ 2.2489	€ 2.3212	€ 1.8586	€ 1.9184	14.00%

10.2 Road Surcharge

- 10.2.1 Road Surcharge is the additional payment for transport services on roads with a mandatory electronic toll and on highways with a concession fee.
- 10.2.2 The height of the Road Surcharge is calculated in a way that reflects the cost of covering electronic tolls and payments for concessionary motorways, taking into account the structure of the fleet of vehicles used by Raben and the network of connections between company terminals, as well as international and foreign terminals.
- 10.2.3 The Road Surcharge is calculated separately for each transport.
- 10.2.4 The Road Surcharge is increased by VAT.

10.3 Costs for cancellations and fees for additional services

- 10.3.1 The costs that are charged by Raben in case of cancellations and vain collections and/or deliveries are listed in the table below:

Order cancellation on the day of pick-up	100% of the transport fee
Order cancellation on the day prior to the day of pick-up	75% of the transport fee
Vain collection	75% of the transport fee
Second delivery (error by Consignee)	75% of the transport fee in case of NL, BE, LU 40% in the case of other transports

- 10.3.2 The fees applicable for additional services are specified in the offer.

11. Indexation

The original fee rates are binding from the day indicated in the offer. After the end of the validity of the price list, i.e. on 1 January of each year that the Contract of Carriage concluded on the basis of that offer is in force, Raben shall be entitled to change (index) the existing original rates with a percentage indicator that will be communicated to the Client. The percentage indicator that will be used to index the existing original rates for the logistic activities, will be communicated by Raben at least 2 weeks before the new rates of the remuneration enter into force.

Appendix 3 – Transport Orders

1. The Transport Order will be placed with Raben:
 - 1.1. via the application provided by Raben, after prior registration and account creation by the Client.
Detailed instructions regarding registration are available on Raben's website and via Raben's Customer Service Department;
 - 1.2. in the form of an electronic data interchange (EDI) or in any other manner agreed with Raben in advance.
2. If the Transport Order is placed via e-mail, an acknowledgement of receipt of such Transport Order by Raben is obligatory. Confirmation of acceptance of the Transport Order shall be sent by Raben by e-mail to the address specified in the Transport Order. The absence of confirmation via e-mail of acceptance of the Transport Order by Raben means that the Transport Order has not been accepted and that the Contract of Carriage has not been concluded.
3. Transport Orders should be placed appropriately in advance:
 - 3.1. Transport Orders for domestic transport service:
 - 3.1.1. no later than **13.00h** on the working day if the shipment is within the territorial area of the Raben branch where the Transport Order was placed, and only after confirmation from Raben;
 - 3.1.2. no later than **16.00h** on the working day preceding the working day on which the shipment is to be collected from the sender - in all other cases.
 - 3.2. Transport Orders for international transport service:
 - 3.2.1. Imports (Transport Orders to transport the shipment from abroad to the Netherlands): no later than **14.00h** on the working day preceding the working day on which the shipment is to be collected from the sender;
 - 3.2.2. Export (Transport Orders for transporting the shipment from the Netherlands to a location abroad):
 - 3.2.2.1. no later than **13.00h** on the working day preceding the working day on which the shipment is to be collected from the sender - for cases where the place of collection of the shipment is within the territorial area of the Raben branch where the Transport Order was placed, and only after confirmation by Raben;
 - 3.2.2.2. no later than **16.00h** on the working day preceding the working day on which the shipment is to be collected from the sender - in all other cases.
 - 3.2.3. Transit (Transport Order to transport the shipment outside the territory of the Netherlands): no later than **13.00h** on the working day preceding the working day on which the shipment is to be collected from the sender.
4. Transport Orders placed after the closing times mentioned in Clause 3 will be considered to have been placed on the following working day.

Appendix 4 – Excluded Goods

The following are excluded goods:

1. weapons, e.g., weaponry, ammunition, explosives;
2. products, including software and technology, which can be used for both civil and military purposes, including all goods which can be used for non-explosive purposes and contribute in any way to the manufacture of nuclear weapons or other nuclear explosive devices, all as referred to in Regulation 428/2009 of 5 May 2009;
3. a substance or mixture for which the physical, health or environmental hazard criteria of Parts 2 to 5 of Appendix I to [Regulation 1272/2008](#) are fulfilled;
4. cosmetics classified as hazardous mixtures and unprotected with regard to their flammability and oxidation;
5. goods not included in classes I-IV in accordance with the NFPA 13 standard for the installation of sprinkler systems;
6. loose products and substances (stored in containers or in bulk);
7. dangerous goods according to the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), concluded in Geneva on 30 September 1957:
 - a. Class 1 - Explosive substances and articles;
 - b. Class 2 - Goods falling within the scope of provision CV36 (section 7.5.1. ADR Goods to be carried in an open or ventilated vehicle);
 - c. Class 4.1 - Self-reactive substances requiring controlled temperature (classification code SR2), self-reactive substances not requiring controlled temperature of types A and B;
 - d. Class 4.2 - Substances of packing group I (pyrophoric goods);
 - e. Class 5.2 - Organic peroxides requiring controlled temperature (classification code P2), organic peroxides not requiring controlled temperature type A and B (classification code P1);
 - f. Class 6.1 - Substances of packing group I insofar as the goods are also going to be transported by sea or air;
 - g. Class 6.2 - Infectious substances;
 - h. Class 7 - Radioactive materials;
 - i. Class 8 - UN1790 - Hydrofluoric Acid (PGI)
 - i. Class 9 - Materials with elevated temperature (classification codes M9 and M10);
 - k. Materials or substances not to be carried in individual packings, or materials or substances classified in classes other than Class 9 with elevated temperature.
8. dry and liquid bulk goods;
9. spirits and alcoholic beverages;
10. tobacco products;
11. works of art; precious stones, real pearls and jewellery;
12. precious metals (including copper and products made from copper);
13. black carbon;
14. plants and animals;
15. securities, cash;
16. (parts of a) corpse;
17. waste;
18. buildings for resettlement;
19. goods especially vulnerable to damage in road transport;
20. perishable goods, frozen goods and other goods for which a controlled temperature must be maintained in the standard system of the groupage network (i.e., during transport and loading);
21. medical products;
22. goods requiring specialized equipment and handling;
23. goods that require Raben to have a special legal status and/or special permits, certificates, consents and the like;

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- 24. administrative records;
- 25. goods excluded from road transport under applicable legislation;
- 26. postal items / postal shipments;
- 27. oversized goods, if not designed for groupage transport, i.e., goods exceeding any of the following maximum dimensions:
 - a. Weight - 1,200 kg;
 - b. Length - 2.4 m;
 - c. Height - 2.2 m;
 - d. Width - 2.2 m.

Appendix 5 – Claims procedure

- 1.1. A transport-related claim will only be considered if the Client submits it electronically via MyClaim. In all other cases, the claim must be submitted in writing (including by e-mail). The claim must state the amount claimed and must include a motivation for the amount claimed. In particular, the claim should be accompanied by the following evidence:
 - 1.1.1. transport order;
 - 1.1.2. waybill and all other relevant documents;
 - 1.1.3. damage report or other document showing the extent and nature of the damage to the shipment - if such a document has been prepared;
 - 1.1.4. imagery;
 - 1.1.5. document showing the replacement value or repair costs of the shipment, as well as a copy of the invoice;
 - 1.1.6. document showing the gross weight of the lost or damaged shipment;
 - 1.1.7. information on any insurance of the shipment (cargo insurance) and/or on whether the damage is or will be compensated by an insurer;
 - 1.1.8. information about the Client's bank account into which the compensation is to be paid;
 - 1.1.9. if applicable furthermore: documents showing delivery of the shipment in good condition to the Warehouse.

Also, the claimant should indicate on what basis he believes Raben is liable for the damage caused.

- 1.2. Raben has the right to request the Client to provide additional information or documents if they are necessary for investigating the claim. If the claim is submitted by an unauthorized person or does not meet the conditions as stated above, Raben shall request the Client to correct or supplement the claim accordingly within a period of not later than 14 days from the date on which such request was made to the person who has submitted the claim, on pain of non-payment of the claim.
- 1.3. The person who submits the claim is obliged to keep the shipment in its original condition until the end of the procedure relating to the claim settlement by Raben.
- 1.4. Raben must respond to the claim within 30 days from the day Raben has received the claim unless a longer period is provided for by applicable legislation. If a claim exceeds EUR 1,250, the time to respond to the claim may be extended by Raben. Raben will make every reasonable effort to settle such claims within a period of 6 months.
- 1.5. In case Raben requests the Client to supplement or correct a claim, the period for response to the claim as stipulated in Clause 1.4 shall start to run from the day Raben receives the supplement or correction of the claim.
- 1.6. No response to the claim within the time stipulated above in this Clause 1.4 shall be deemed to be a rejection of the claim by Raben.
- 1.7. The Client shall not be entitled to set off or otherwise withhold any amounts to be received from Raben's remuneration or any other amounts due to Raben, without Raben's prior written consent.

Appendix 6 – Additional Services

1. Raben renders Additional Services supplementing or extending conditions of Transport Service.
2. The availability of the Additional Services for the Clients who use Cargo Classic and Cargo Premium is set out in Attachment A.
3. The detailed description and terms of the Additional Services are set out in Attachment B.
4. Additional Services constitute an integral part of Terms of the Transport Service.
5. Raben may reject the order for the performance of any Additional Service without providing reasons and without incurring any liability whatsoever to the Client.
6. Should Raben be liable towards the Client for compensation resulting from non-performance or improper performance of the Additional Service, such compensation shall not exceed the fee which is due for the Additional Service which the non-performance or improper performance relates to. Notwithstanding the above, the Carrier shall not be liable for any lost profits and any other type of indirect or consequential damage, in particular damage resulting from any contractual penalties paid by the Client to any third parties.

Appendix 6 – Attachment A























Additional Services available for clients using Cargo Classic and Cargo Premium

	ACCESSIBILITY	
	Type of the Transport Service	
	Cargo Classic	Cargo Premium
COD (cash on delivery)	–	–
CFT (cash for transport)	–	–
ROP (exchange of pallets)	+	+
ROP 48 (pick-up of up to 48 pallets and return to the consignor)	+	+
e-ROD (electronic access to signed and scanned delivery documentation)	+	+
SMS (SMS informing the consignee about the pick-up and delivery)	–	–
EML (E-mail informing the consignee about the pick-up and delivery)	+	+
RTS (the Consignment delivered in time slots arranged by Raben)	+	+
SPU (the Consignee picks up the Consignment on his own from Raben warehouse)	+	+
PCD (Picture Confirmation of the Delivery)	+	+
HUN (the Carrier unloads the Consignment at the indicated places of use)	–	+
ADV (prior advice of delivery from Raben office)	–	+
ADV 3 (advice on the Client's www platform done by Raben)	–	+
ADVPU (prior collection advice from Raben office)	+	+
ND 08 (delivery on the first possible day by 08.00am according to standard Lead Time)	–	+

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ND 10 (delivery on the first possible day by 10.00am according to standard Lead Time)		
ND 12 (delivery on the first possible day by 12.00am according to standard Lead Time)		
ND 16 (delivery on the first possible day by 16.00 according to standard Lead Time)		
FIX (delivery on the fixed day during working hours (no later than 3 days after standard Lead Time)		
FIX 08 (delivery on the fixed day by 08.00am (no later than 3 days after standard Lead Time)		
FIX 10 (delivery on the fixed day by 10.00am (no later than 3 days after standard Lead Time)		
FIX 12 (delivery on the fixed day by 12.00am (no later than 3 days after standard Lead Time)		
EXACT (delivery on exact day and time, no later than 3 days after standard Lead Time)		
OTS (the Consignment delivered in time slots arranged by Client)		
CALL (call from Raben driver before delivery)		
PEP (return of empty packaging)		

Appendix 6 – Attachment B

Detailed description of Additional Services

TYPE OF THE TRANSPORT SERVICE	DESCRIPTION
Cargo Classic	<p>Definition:</p> <p>The Carrier will complete Transport Service within 1 Business Day extra from standard Lead Time</p> <p>Additional terms:</p> <p>Cargo Classic does not apply to the Consignment which require above zero temperature conditions during the transport process and Consignments with customs goods.</p>
Cargo Premium	<p>Definition:</p> <p>The Carrier will complete Transport Service:</p> <p>(a) according to standard Lead Time</p> <p>(b) or the Business Day specified by the Client falling within 3 Business Day from standard Lead Time.</p> <p>Additional terms for (b)</p> <p>Does not apply to Consignment with ADR goods including, alcohol or goods requiring Controlled Temperature</p>

ADDITIONAL SERVICES	DESCRIPTION
COD (cash on delivery)	<p>Definition:</p> <p>The Carrier will collect from the Consignee specified amount of cash for the Consignment and transfer it to the Client.</p> <p>Additional terms:</p> <p>(a) The total amount of cash to be collected by Carrier from the Consignee for the Consignment delivered on the same day shall not exceed amount being an equivalent of EUR 2,500 in local currency of delivery place including VAT (irrespective of number of Consignments for the same Consignee). It is not allowed to order COD in respect to two or more separate Consignments designed for the same Consignor and for the same date of delivery if the total amount of cash to be collected from the Consignee exceeds amount being an equivalent of EUR 2,500 in local currency of delivery place including VAT;</p> <p>(b) the Transport Order must include the amount of cash to be collected from the Consignee;</p>

	<p>(c) the Client is obliged to notify the Carrier about the bank account in currency of a country of delivery place, on which the cash should be transferred; the notification must be made in electronic form;</p> <p>(d) the Client shall ensure that the Consignee has exact amount of cash to be collected by the Carrier according COD. The driver has limited amount of cash to give an exchange;</p> <p>(e) the handover of the Consignment to the Consignee is subject to payment by the Consignee of the cash to be collected by the Carrier according COD. Should the Consignee refuse to pay the cash according COD, the Carrier may refrain from handing over the Consignment to the Consignee and exercise other rights provided for in the law or in GT&C;</p> <p>(f) the amount of cash collected from the Consignee shall be transferred to the indicated bank account within 10 Business Days as of collection of the cash from the Consignee;</p> <p>(g) the Carrier shall charge the Client who ordered service COD for cost of international bank transfer (in addition to remuneration for COD)</p> <p>(h) in case the Carrier hands over the Consignment to the Consignee but fails to carry out COD due to reasons for which the Carrier is responsible, the Client shall be entitled to claim compensation from the Carrier not exceeding the amount of cash which should have been collected from the Consignee, provided that the Client proves that respective amount is uncollectible and all legal and procedural actions have been exhausted.</p>
CFT <i>(cash for transport)</i>	<p>Definition:</p> <p>The Carrier will collect from the Consignee Carrier's remuneration for the Transport Service and other amounts chargeable against the Consignment.</p> <p>Additional terms:</p> <p>(a) the Transport Order must include the tax identification number of the Consignee (VAT number);</p> <p>(b) the Client shall ensure that the Consignee has exact amount of cash to be collected by the Carrier according CFT. The driver has limited amount of cash to give an exchange;</p> <p>(c) the handover of the Consignment to the Consignee is subject to payment by the Consignee of Carrier's remuneration for the Transport Service and other amounts chargeable against the Consignment. Should the Consignee refuse to pay the amounts specified above the Carrier may refrain from handing over the Consignment to the Consignee and exercise other rights provided for in the law or in GT&C;</p> <p>(d) CFT does not release the Client from its responsibility for payment of Carrier's remuneration for the Transport Service and other amounts chargeable against the Consignment. The Client remains obliged to pay the amounts specified above should the Consignee refuse to accept the Consignment or will accept the Consignment but will not pay those amounts to the Carrier. In the latter case, the Client and the Consignee shall be jointly and severally liable towards the Carrier for the payment of such amounts.</p>
ROP <i>(return of pallets)</i>	<p>Definition:</p> <p>The Carrier will exchange with the Consignee and return to the Client EURO-</p>

<p><i>Can be further extended with:</i></p> <p>ROP48</p>	<p>pallets which have been delivered to the Consignee with the Consignment.</p> <p>Additional terms:</p> <ul style="list-style-type: none"> (a) only EURO-pallets (i.e. flat, wooden pallets with dimensions 120 x 80cm, meeting the requirements of UIC 435 Codex or its equivalent, legally labeled with EURO or EPAL trademark) are eligible for exchange and return; (b) number of EURO-pallets to be exchanged and returned shall be declared by the Consignor in the Transport Document before the Consignment is handed over to the Carrier; (c) when collecting the Consignment from the Consignor the Carrier (driver) checks only the number of the pallets declared by the Consignor for exchange. The driver does not verify if the pallets are EURO-pallets and if they meet all requirements. The verification of the pallets declared for exchange is made by the Consignee who qualifies the pallets as EURO-pallets (eligible for exchange). However, the Carrier may refuse to carry out ROP service if it becomes evident that the pallets declared by the Consignor are not eligible for exchange and return (in particular if they fake or incompatible); (d) Raben Netherlands provide exchange of EURO-pallets in following countries the Netherlands, Belgium, Luxembourg, Germany, Austria Switzerland, Czech Republic, Slovakia, Poland and Romania. This service is always subject to written acceptance by the Carrier (Raben). (e) the EURO-pallets are exchanged right after delivery of the Consignment to the Consignee; the exchange of EURO-pallets (i.e. number of EURO-pallets delivered to the Consignee and number of EURO-pallets exchanged by the Consignee) is evidenced in the Transport Document confirming delivery of the Consignment; lack of any entry concerning number of EURO-pallets exchanged by the Consignee shall mean that the Consignee has not exchanged any EURO-pallets; (f) the Carrier is obliged to return to the Client only as many EURO- pallets as previously exchanged by the Consignee during delivery of the Consignment and confirmed in the Transport Document; (g) the Carrier is not obliged to return to the Client pallets which the Consignee refused to exchange (irrespective of the reason of such refusal) during delivery of the Consignment; the Carrier is not liable for the EURO-pallets which have not been exchanged by the Consignee; (h) the Client shall ensure that the Consignor has exact number of EURO-pallets to be exchanged for the EURO-pallets delivered with the Consignment; the Carrier may refuse to accept pallets from the Consignee if it becomes evident that the pallets exchanged by the Consignee are not eligible for exchange (in particular if they fake or incompatible); (i) the Carrier prepares on a monthly basis, a balance specifying number of EURO-pallets to be returned by the Carrier. The balance is prepared incrementally, i.e. the number of pallets resulting from the balance for previous month (X-1) is included as in the balance for the current month (X). The balance of pallets for the current month is: <ul style="list-style-type: none"> – increased by the number of pallets exchanged by the Consignees during delivery of the Consignment that took place in the given month (as evidenced in the Transport Documents);
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	<p>– decreased by the number of pallets returned by the Carrier to the Client in the given month;</p> <p>The Carrier presents the Client with the balance of pallets. The balance for the given month shall be final and binding unless the Client raises objections within 7 days as of receiving the balance from the Carrier;</p> <p>The balance constitutes a basis for the Client and for the Carrier to request the return of appropriate number EURO-pallets, subject to Clauses (i) and (j);</p> <p>(j) The Carrier returns EURO-pallets when collecting other Consignment or by way of dedicated deliveries of EURO-pallets; EURO-pallets are only returned to the Client's collection address. Other locations are only eligible upon payment of a transportation fee. Client is obliged to confirm the number of EURO-pallets returned by the Carrier;</p> <p>(k) The final settlement shall be made within 30 days as of termination of the cooperation, based on the balance for the last calendar month of cooperation.</p>
ROP 48 <i>pick-up of up to 48 pallets and (return to the consignor)</i>	<p>Definition:</p> <p>The Carrier will collect up to 48 EURO-pallets from the Consignee and settle them with Client (irrespective of EURO-pallets being exchanged based on ROP).</p> <p>Additional terms:</p> <p>(a) ROP 48 is available only for the Clients who ordered ROP;</p> <p>(b) If the Consignee does not prepare sufficient number of EURO- pallet for collection, the Carrier is released from obligation to carry out ROP 48. Lack of sufficient number of EURO-pallets shall be evidenced in the Transport Document.</p> <p>(c) All other terms and conditions of ROP apply accordingly.</p>
e-ROD <i>electronic access to signed and scanned delivery documentation)</i>	<p>Definition:</p> <p>The Carrier will handle documents received from the Client (in agreed way) and request the Consignee to confirm receipt of the Consignment on these documents (by signing and/or stamping) and provide the Client with scan (electronic image) of the confirmed documents.</p> <p>Additional terms:</p> <p>(a) all documents forwarded to the Carrier which e-ROD relates to must be listed in the Transport Order;</p> <p>(b) each document which the e-ROD relates to must be forwarded to the Carrier in one copy in accordance with the principle: 1 document = 1 pdf / tiff file;</p> <p>(c) Documents which are not subject to return (i.e. certificates, invoices) should be placed inside the Consignment or forwarded to the Consignee using other communication channels;</p> <p>(d) the Carrier does not verify if the number and type of documents received from the Client match those included by the Client in the Transport Order;</p> <p>(e) The Carrier does not verify the content of the documents received from the Client which the e-ROD relates to and bears no responsibility for any loss or</p>

	<p>incompleteness of such. The Carrier does not interfere with the content or number of the documents;</p> <p>(f) the Carrier bears no responsibility for the content of documents which e-ROD relates to;</p> <p>(g) after being confirmed by the Consignee documents which e-ROD relates to will be scanned and then archived and stored by the Carrier (or by the external provider of storage services). Documents shall be stored for the period of 5 years following the year when e-ROD service was executed. After this period, documents shall be destroyed by the Carrier;</p> <p>(h) scans (electronic images) of documents confirmed by the Consignee will be made available for the Client within 7 Business Days as of delivery of the Consignment, through myRaben.com website;</p> <p>(i) based on separate request of the Client and against additional fee as provided in Appendix 2, the Carrier will provide the Client with the original documents confirmed by the Consignee within 10 Business Days as of Client's request, however not earlier than 30 Business Days as of delivery of the Goods. In duly justified cases (e.g. due to high number of requests) the deadline for providing the Client with the original documents confirmed by the Consignee may be extended by the Carrier;</p> <p>(j) the Carrier is entitled to destroy original documents confirmed by the Consignee, after the lapse of storage period specified in Clause (g).</p>
SMS <i>(SMS informing the Consignee about the pick-up and delivery)</i>	<p>Definition:</p> <p>The Carrier will send the Consignee two notifications by SMS with information about the status of the transport process of the Consignment.</p> <p>(a) First notification – is created and sent to the Consignee after the Consignment is registered in Carrier's transportation system</p> <p>(b) Second notification – is created and sent to the Consignee after the Consignment is dispatched for delivery.</p> <p>Additional terms:</p> <p>The Client must include in the Transport Order valid cell phone number on which information about the status of the transport process of the Consignment is to be sent.</p>
EML <i>(E-mail informing the Consignee about the pick-up and delivery)</i>	<p>Definition:</p> <p>The Carrier will send the Consignee two notifications by electronic mail with the status of the transport process of the Consignment.</p> <p>(a) First notification – is created and sent to the Consignee after the Consignment is registered in Carrier's transportation system.</p> <p>(b) Second notification – is created and sent to the Consignee after the Consignment is dispatched for delivery.</p> <p>Additional terms:</p> <p>The Client must include in the Transport Order valid e-mail address on which information about the status of the transport process of the Goods is to be sent.</p>
RTS <i>(the Consignment delivered in time slots)</i>	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee on a Business Day</p>

<i>arranged by Raben)</i>	<p>during time slots arranged by the Carrier with the Consignee.</p> <p>Additional terms:</p> <p>RTS availability is limited to certain destinations (places of delivery) only.</p>
SPU <i>(the Consignee picks up the Consignment on his own from Raben warehouse)</i>	<p>Definition:</p> <p>The Consignee will pick up the Consignment from specified Carrier's location in hours defined by each Business Unit (if not defined, following hours applies 10.00-15.00h)</p>
PCD <i>(Picture Confirmation of the Delivery)</i>	<p>Definition:</p> <p>The Carrier will confirm the fact of delivery of the Consignment on its own, by taking three photographs of the Consignment in the place of delivery, without the participation of the Consignee.</p> <p>Additional terms:</p> <ul style="list-style-type: none"> (a) PCD is available only to Clients who use my Raben (myOrder) to conclude a Contract of Carriage; (b) the availability of PCD depends on the postal code of the place of delivery; (c) PCD is not available in case the Client selects any of the following Additional Services: COD, CFT, ROP, ROP48, e-ROD, HUN, SLF, SDD, PDD, SPU; (d) As part of the PCD Additional Service, the driver will deliver the Consignment to the Consignee's door or to other indicated place of delivery. Three photographs of the Consignment taken by the driver in the place of delivery shall constitute confirmation of delivery of the Consignment. Three photographs will include: a label, a shipment, a shipment with a label. Photographs will be marked by the day, time, and geo-coordinates of creating place. (e) The Consignment which delivery has been confirmed as specified above, shall be deemed as handed over to the Consignee in the condition as evidenced in the photographs taken by the driver. <p>The photographs confirming the delivery of the Consignment are immediately made available to the Client in myTrack&Trace module on myRaben platform.</p>
HUN <i>(the Carrier unloads the Consignment at the indicated places of use)</i>	<p>Definition:</p> <p>The Carrier will unload the Consignment from the vehicle and deliver it inside the premises of the Consignee. If using additional equipment (e.g. handy pallet truck, delivery cart, wheel platform etc.) is impossible, the Consignment will be unloaded and delivered by the driver manually.</p> <p>If the Consignment is placed on pallets, the Consignee shall first inspect the apparent condition of the Consignment and its packaging in the presence of the driver, confirm the acceptance of the Consignment and unpack the Consignment in order to allow the driver to carry individual items of goods into the premises of the Consignee.</p> <p>Additional terms:</p> <ul style="list-style-type: none"> (a) Total mass of the Consignment cannot exceed 300 kg; (b) Mass of single item of the goods inside the Consignment incl. packaging (e.g. carton, box or container) cannot exceed 30 kg;

	<p>(c) The sum of dimensions (length/height/width) of the single item of the goods inside the Consignment incl. packaging cannot exceed 300 cm;</p> <p>(d) HUN does not apply to Consignments with dangerous goods (ADR goods) and goods requiring Controlled Temperature.</p>
ADV (prior advice of delivery from Raben office)	<p>Definition:</p> <p>The Carrier will make phone call to the Consignee and agree on the first possible date of delivery of the Consignment.</p> <p>Additional terms:</p> <p>The Client must include in the Transport Order valid phone number for the purpose of contacting the Consignee and the name of the representative of the Consignee.</p> <p>Consignment will be stopped for one Business Day to agree the date of delivery with the Consignee (the Lead Time is prolonged by one Business Day).</p>
ADV 3 (advice on the Client's www platform done by Raben)	<p>Definition:</p> <p>The Carrier will contact the Consignee before delivery of the Consignment by entering into the Consignee's IT system necessary data / information about the expected time of delivery of the Consignment or type and size of the Consignment.</p> <p>Additional terms:</p> <p>ADV 3 availability is limited to certain destinations (places of delivery) only.</p>
ADVPU (prior collection advice from Raben office)	<p>Definition:</p> <p>The Carrier will make phone call to the Consignor and agree on the first possible date of collection of the Consignment.</p> <p>Additional terms:</p> <p>The Client must include in the Transport Order valid phone number for the purpose of contacting the Consignor and the name of the representative of the Consignor.</p>
ND 08 (delivery on the first possible day by 08.00am according to standard Lead Time)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 8:00h on the first possible Business Day of the standard Lead Time.</p> <p>Additional terms:</p> <p>(a) Availability of ND 08 depends on the postal code of the place of delivery;</p> <p>(b) ND 08 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(c) The fee for ND 08 shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee.</p> <p>(d) Any claims regarding ND 08 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
ND 10 (delivery on the first possible day by 10.00am according to standard Lead Time)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee between 6.00 and 10.00h on the first possible Business Day of the standard Lead Time.</p> <p>Additional terms:</p>

	<p>(a) Availability of ND 10 depends on the postal code of the place of delivery;</p> <p>(b) ND 10 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(c) The fee for ND 10 shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee.</p> <p>(d) Any claims regarding ND 10 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
ND 12 (<i>delivery on the first possible day by 12.00am according to standard Lead Time</i>)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee between 6.00 and 12.00h on the first possible Business Day of the standard Lead Time.</p> <p>Additional terms:</p> <p>(a) Availability of ND 12 depends on the postal code of the place of delivery;</p> <p>(b) ND 12 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(c) The fee for ND 12 shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee.</p> <p>(d) Any claims regarding ND 12 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
ND 16 (<i>delivery on the first possible day by 16.00 according to standard Lead Time</i>)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee between 6.00 and 16.00h on the first possible Business Day of the standard Lead Time.</p> <p>Additional terms:</p> <p>(a) Availability of ND 16 depends on the postal code of the place of delivery;</p> <p>(b) ND 16 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(c) The fee for ND 16 shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee.</p> <p>(d) Any claims regarding ND 16 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
FIX (<i>delivery on the fixed day during working hours no later than 3 days after standard Lead Time</i>)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee on a Business Day specified by the Client in the Transport Order.</p> <p>The Client may specify as a day of delivery of the Consignment:</p> <p>(a) the first possible Business Day of the standard Lead Time; or</p> <p>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time.</p> <p>Additional terms:</p> <p>(a) availability of FIX depends on the postal code of the place of delivery</p>

	<p>(b) FIX is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(c) the fee for FIX shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee.</p> <p>(d) any claims regarding FIX shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
FIX 08 (delivery on the fixed day by 08.00am no later than 3 days after standard Lead Time)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee between 6.00 and 8.00h on a Business Day specified by the Client in the Transport Order.</p> <p>The Client may specify as a day of delivery of the Consignment:</p> <p>(a) the first possible Business Day of the standard Lead Time; or</p> <p>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time.</p> <p>Additional terms:</p> <p>(a) availability of FIX 08 depends on the postal code of the place of delivery;</p> <p>(b) FIX 08 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(c) the fee for FIX 08 shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee.</p> <p>(d) any claims regarding FIX 08 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
FIX 10 (delivery on the first possible day by 10.00am, no later than 3 days after standard Lead Time)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee between 6.00 and 10.00h on a Business Day specified by the Client in the Transport Order.</p> <p>The Client may specify as a day of delivery of the Consignment:</p> <p>(a) The first possible Business Day of the standard Lead Time; or</p> <p>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time.</p> <p>Additional terms:</p> <p>(a) availability of FIX 10 depends on the postal code of the place of delivery;</p> <p>(b) FIX 10 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(c) the fee for FIX 10 shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee.</p> <p>(d) any claims regarding FIX 10 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
FIX 12 (delivery on the fixed day by 12.00am, no later than 3 days after standard Lead Time)	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee between 6.00 and</p>

<i>standard Lead Time)</i>	<p>12.00h on a Business Day specified by the Client in the Transport Order.</p> <p>The Client may specify as a day of delivery of the Consignment:</p> <ul style="list-style-type: none"> (a) the first possible Business Day of the standard Lead Time; or (b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time. <p>Additional terms:</p> <ul style="list-style-type: none"> (a) availability of FIX 12 depends on the postal code of the place of delivery; (b) FIX 12 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots; (c) the fee for FIX 12 shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee; (d) any claims regarding FIX 12 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.
<p>EXACT</p> <p><i>(delivery on exact day and time, no later than 3 days after standard Lead Time)</i></p>	<p>Definition:</p> <p>The Carrier will endeavour to deliver the Consignment to the Consignee on a Business Day & time specified by the Client in the Transport Order</p> <p>The Client may specify as a day of delivery of the Consignment:</p> <ul style="list-style-type: none"> (a) the first possible Business Day of the standard Lead Time; or (b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time. <p>Additional terms:</p> <ul style="list-style-type: none"> (a) the actual time of delivery may vary \pm 30 minutes from the time specified by the Client; (b) availability of EXACT depends on the postal code of the place of delivery; (c) EXACT is not available for the Consignees who accept delivery of Consignment in pre-defined time slots; (d) the fee for EXACT shall be refunded to the Client should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee. (e) All claims regarding EXACT shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.
<p>OTS <i>(the Consignment delivered in time slots arranged by Client)</i></p>	<p>Definition:</p> <p>The Carrier will deliver the Consignment to the Consignee within the 2 hours' time slot specified by the Client in the Transport Order falling between 12.00 and 22.00h on the first possible Business Day of the standard Lead Time</p> <p>Additional terms:</p> <ul style="list-style-type: none"> (a) OTS availability is limited to certain destinations (places of delivery) only; (b) the Client must specify the time slot in the Transport Order; (c) OTS is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;

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	<p>(d) the fee for OTS shall be refunded to the Client should the Carrier fail to deliver the Goods on time due to reasons other than Force Majeure or reasons attributable to the Client, the Consignor or the Consignee;</p> <p>(e) any claims regarding OTS shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
CALL (<i>call from Raben driver before delivery</i>)	<p>Definition:</p> <p>The Carrier (driver) will make phone call to the Consignee at least 1 hour before delivery on the day of planned delivery and notify him/her about the expected time of delivery of the Consignment.</p> <p>Additional terms:</p> <p>The Client must include in the Transport Order valid phone number for the purpose of contacting the Consignee and the name of the representative of the Consignee.</p>
PEP (<i>return of empty packaging</i>)	<p>Definition:</p> <p>After the delivery of the Consignment the Carrier (driver) will unpack the Consignment in the presence of the Consignee and collect used packaging materials e.g. foil cardboard, Styrofoam, but excluding any pallets Availability of PEP service is subject to local legal requirements concerning waste collection, transport and management.</p> <p>Additional terms:</p> <p>The Carrier (driver) will not collect pallets from the Consignee.</p>