

## GENERAL TERMS AND CONDITIONS of transport services rendered by Raben Netherlands<sup>1</sup>– SUPPLEMENT to AVC

These general terms and conditions ('**GTC**') are intended to serve as a supplement to the General Transport Conditions 2002, most recent version, as deposited by Stichting Vervoeradres at the registry of the District Courts of Amsterdam and Rotterdam (the '**AVC**'). In case conflict, these GTC will prevail over the AVC.

### 1. Definitions

- 1.1. **Business Day** – days from Monday to Friday, excluding public holidays which fall within this time period on the territory of the countries through which the Transport Service is executed.
- 1.2. **Transport Unit** – EUR-pallet, a pallet of any other type, basket, cardboard box, crate and other containers acceptable in the system of placing Transport Orders, on or inside of which goods comprising the Consignment are located.
- 1.3. **GT&C** – these supplementary general terms and conditions and Appendixes hereto, as amended from time to time.
- 1.4. **Applicable Law** – all legal regulations in force in Netherlands, including the CMR convention for International Transport Services.
- 1.5. **AVC** – the General Transport Conditions 2002 (AVC 2002), most recent version, as deposited by Stichting Vervoeradres at the registry of the District Courts of Amsterdam and Rotterdam, and as made available on Carrier's Website.
- 1.6. **Carrier's Website** – <https://nederland.raben-group.com/klanten-omgeving/voorwaarden>
- 1.7. **Excluded Goods** – goods in respect of which the Carrier does not provide Transport Services specified in **Appendix 2** and/or as otherwise communicated by Carrier.
- 1.8. **Additional Service** – extra service supplementing the agreed Transport Service or extending the conditions of Transport Services, as described in **Appendix 1**.
- 1.9. **Domestic Transport Service** – Transport Service if the place of collection and the place of delivery of the Consignment are located in Netherlands.
- 1.10. **International Transport Service** – Transport Service if the place of collection and the place of delivery of the Consignment are located in two different countries.
- 1.11. **Terms of Transport Service** – type and size (including gross weight and dimensions) of the Consignment, place and time of collection of the Consignment, place of delivery of the Consignment, Lead Time, Carrier's remuneration, customs clearance instructions, Additional Service(s), as well as any other essential terms of Transport Service as required by the Applicable Law.
- 1.12. **Transport Service** – means a service for moving goods from one location to another.

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<sup>1</sup> The text of the Supplementary *General Terms and Conditions of transport services rendered by Raben Netherlands* in English is a translation of the **original Dutch version** of this document and is made for reference only. In case of any discrepancies only the **Dutch version** of the Supplementary *General Terms and Conditions of transport services rendered by Raben Netherlands* shall be binding.



## 2. Scope of application

- 2.1. The AVC and these GTC will apply to any and all transport services and (if any) to Additional Services provided by Raben Netherlands. In case of International Transport Services, the CMR will apply, supplemented by the AVC and these GTC.
- 2.2. The Carrier will provide the Transport Services to Customers based on the terms and condition laid down in the Contract of Carriage, the AVC and these GTC.
- 2.3. Any deviation from the content of the AVC and/or these GTC shall require written consent of the Carrier, otherwise such deviation shall be null and void.

## 3. Concluding Contract of Carriage

- 3.1. Concluding a Contract of Carriage requires the Terms of Transport Service to be agreed between the Customer and the Carrier.
- 3.2. The Terms of Transport Service may be specified in a framework contract agreed between the Customer and the Carrier.
- 3.3. Transport Order shall be placed with the Carrier in a manner and within cut-off times specified in **Appendix 3**. Notwithstanding the above, the Transport Order cannot be placed after the deadline if such has been specified by the Carrier in the Terms of Transport Service (term of validity).
- 3.4. Transport Order given by the Customer to the Carrier shall comply with the Terms of the Transport Service agreed with or specified by the Carrier. In case of any discrepancies the Terms of Transport Service agreed with or specified by the Carrier shall prevail over the Transport Order. In case the Terms of Transport Service have not been agreed with or specified by the Carrier, the Carrier shall not be bound by the Lead Time and the amount of remuneration specified in the content of the Transport Order, and shall have the right to render the Transport Service on the terms and conditions specified in these GTC.
- 3.5. The Carrier is under no obligation to accept any Transport Order and/or to enter into any Contract of Carriage. The Carrier is always free to refuse to accept any Transport Order.
- 3.6. The Carrier shall notify the Customer about the refusal to accept the Transport Order. In the case of a refusal to accept the Transport Order by the Carrier the Contract for Carriage shall not be concluded and such Transport Order shall not cause any legal consequences or result in any obligations for the Carrier.
- 3.7. The Transport Order shall be deemed accepted by the Carrier – which is equivalent to concluding a Contract of Carriage – if the Carrier does not notify the Customer about a rejection of the Transport Order in due course. Notwithstanding the above, the tacit acceptance does not apply to the Transport Order regarding the Excluded Goods. The Transport Order regarding the Excluded Goods. requires explicit acceptance (confirmation) by the Carrier.

- 3.8. The conclusion of Contract of Carriage in respect of the Excluded Goods requires formal, explicit consent of the Carrier. The consent of the Carrier may not be implied or inferred from another declaration of intent but must be expressed explicitly in written or electronic form under pain of nullity, prior to concluding a Contract of Carriage, upon request of the Customer specifying the value of the Consignment. The Carrier can make its consent subject to acceptance by the Customer of specific Terms of the Transport Service, in particular increased remuneration due to the Carrier for the Transport Service. If the Terms of Transport Service are specified in a framework contract or standing order agreed between the Customer and the Carrier, the consent of the Carrier may be also expressed by the Carrier prior to or simultaneously with accepting of the Transport Order by the Carrier. In the absence of the consent referred to in this Clause 3.9, it shall be presumed that the Consignment will not include Excluded Goods.
- 3.9. The driver executing the Transport Service shall have no right to amend or supplement the Terms of Transport Service. In case the Customer wishes to amend or supplement the Terms of Transport Service, it will have to contact Quality Department [quality.nl@raben-group.com].

#### 4. Carrier's remuneration

- 4.1. The Carrier provides Transport Services and Additional Services against the agreed remuneration. In addition, in cases referred to in the Contract of Carriage, including these GTC and the AVC or in the Applicable Law, the Customer shall reimburse the Carrier for costs and expenses incurred in relation to the execution of Transport Services.
- 4.2. Remuneration due to the Carrier for Transport Service depends in particular on the type and size of Consignment, the length of transport route, as well as the possible special conditions which must be met during execution of Transport Service.
- 4.3. The remuneration shall be agreed by the Carrier and the Customer in the Contract of Carriage, or in absence hereof, be based on Carrier's standard tariffs and be calculated in accordance with Appendix 4 ("**Carrier's Remuneration**").
- 4.4. The Carrier has the right to increase remuneration:
- 4.4.1. if it appears that the Goods or requirements are not in accordance with the information and documents provided by Customer, in particular if the type or size of Consignment or other parameters of Consignment are different from the type or size of Consignment or other parameters of Consignment declared by the Customer or specified in the Transport Order; and/or
- 4.4.2. in case of an increase in cost-determining factors that occurs after entering into the Contract of Carriage. Specific arrangements for fuel surcharges and road surcharges have been included in Appendix 4 ("**Carrier's Remuneration**").
- 4.5. The Customer shall pay remuneration to the Carrier and shall reimburse the Carrier for any costs and expenses in accordance with the Carrier's Tariff as specified in Appendix 4, on the basis of invoices issued by the Carrier, or in absence of a standard Tariff, at actual cost.
- 4.6. Any agreements between the Customer and the Consignee regarding the payment for Transport Service and any other liabilities burdening the Consignment, in particular those resulting from Incoterms, shall not be binding for the Carrier.
- 4.7. The absence of transport documents nor any claim for damages entitled the Customer to refuse or withhold payment the remuneration.



- 4.8. The Customer shall not be entitled to set off or in any other way deduct any receivables from the Carrier's remuneration or from any other amounts due to the Carrier, without obtaining prior, written consent of the Carrier.

## 5. Customer's obligations

- 5.1. The Customer shall fulfil or guarantee the fulfilment of any and all requirements which burden the Customer, the Consignor or the Consignee under the provisions of the Contract of Carriage, AVC, GTC or the Applicable Law. The Customer shall be responsible towards the Carrier for the fulfilment of the requirements by the Consignor and the Consignee like for its own acts and omissions. In particular, the Customer shall:
  - 5.1.1. prepare and pack the Consignment in a manner suitable for road transport and allowing for delivering and releasing the Consignment without any partial loss or damage, taking into account the nature of the Consignment, its vulnerability to damage during transport or loading or unloading, place of loading and unloading, special character of groupage transports which include trans-loading operations and requirements resulting from the Applicable Law or generally accepted industry rules. The Consignment's packaging should: prevent access to the Consignment without tampering with it, ensure the stability and maintaining a balance of the Consignment and protect against external factors. In case of goods stacked on a pallet, the Consignment should be placed on a pallet in such a way that it does not protrude beyond the pallet. Goods placed on or inside other Transport Units should be protected from the inside against the possibility of displacement. In case of dispatching machinery or equipment with protruding elements – such elements should be protected against damage during transport and loading and unloading. In addition, any Transport Units should be wrapped tightly in stretch foil and secured with a tape and, if necessary, provided with markings indicating a possible special character of the Consignment or special requirements as to how to transport them, for example "attention glass", "up / down";
  - 5.1.2. make sure that consignments over 30 kg are placed on a Transport Units allowing for reloading with the use of a forklift;
  - 5.1.3. guarantee the loading and releasing of the Consignment for transport in the loading place within not more than 5 minutes per Transport Unit from the moment of providing the means of transport;
  - 5.1.4. provide the Carrier with feasible guidelines in case of obstacles occurring while executing Transport Service or releasing the Consignment;
  - 5.1.5. guarantee loading, unloading and takeover of the Consignment in the place of delivery within not more than 15 minutes for groupage, 60 minutes for LTL and 90 minutes for FTL from the moment of providing the means of transport.
- 5.2. Loading and unloading of Consignment shall be the responsibility of the Consignor and the Consignee, respectively. The Carrier shall neither be responsible for conducting loading and unloading operations nor for providing technical means or equipment allowing for loading and unloading. Possible assistance from the driver during loading and unloading may be offered at the exclusive risk and responsibility of the Consignor or the Consignee.
- 5.3. The Customer shall comply with any operational procedures or manuals which may, from time to time, be issued by the Carrier and published on the Carrier's Website.

## 6. Carrier's rights and obligations

- 6.1. When accepting the Consignment for transport the Carrier shall verify exclusively the quantity and apparent condition of Transport Units against the information in the Transport Document and how the Consignment is prepared for transport. The Carrier shall not verify the content of individual Transport Units. If the Carrier does not submit any reservations when accepting the Consignment for transport it shall be presumed that the quantity and apparent condition of the Transport Units was adequate at the time of releasing the Consignment for transport whereas such presumption shall not apply to the condition of the goods within the individual Transport Units.
- 6.2. If the Customer does not timely fulfil any of its obligations under the Contract of Carriage – including any obligations set out in the AVC and these GTC –, then the carrier is immediately entitled to terminate the Contract of Carriage, to refuse to accept the Consignment for transport and/or suspend departure of the vehicle without bearing any liability or other negative consequences vis-à-vis the Customer. Any damages and costs arising in this event will be for the Customer's account.
- 6.3. Notwithstanding the more generic clause 6.2, the Carrier is entitled to terminate the Contract of Carriage, to refuse to accept the Consignment for transport and/or suspend departure of the vehicle without bearing any liability or other negative consequences vis-à-vis the Customer:
  - 6.3.1. when the Consignment includes Excluded Goods;
  - 6.3.2. when the Consignment or its condition is noncompliant with the Terms of Transport Service specified by the Carrier in response to an enquiry submitted by the Customer (or the Terms of Transport Service specified in the framework contract or standing order) or with the Transport Order, in particular if the Consignment is defective, or type or size of the Consignment or other parameters of the Consignment or methods of packing deviate from the description included in the Terms of Transport Service or Transport Order
  - 6.3.3. when the Consignment does not have packaging or the packaging of the Consignment is evidently inadequate or improper;
  - 6.3.4. when the Consignment has not been marked or has been marked incorrectly;
  - 6.3.5. when the Carrier is not allowed to execute the Contract of Carriage based on restrictions imposed by financial institutions providing funding for Carrier, its insurers or governmental organizations;
  - 6.3.6. due to any and all other reasons provided for by AVC or the Applicable Law.
- 6.4. The Carrier renders Transport Services - that is: collects the Consignment from the Consignor, transports and delivers the Consignment to the Consignee - exclusively on Business Days. The Carrier shall endeavour to complete the Transport Service within the Lead Time specified in the Contract of Carriage. Lead Time shall be defined in Business Days. Any time frames expressed in hours shall not be binding unless explicitly accepted by the Carrier. Time covering 24 hours or the multiple thereof shall be understood as the time covering 1 Business Day or a multiple of 1 Business Day. The collection and delivery of the Goods will take place on Business Days between 8 AM and 5 PM CET. In case collection or delivery beyond these times is agreed, this will be an Additional Service.

- 6.5. Unless otherwise agreed on in the Contract of Carriage, the Transport Service shall be completed by the Carrier within following Lead Times:
  - 6.5.1. In the case of Domestic Transport Service – within 1 Business Day from the day of collection of the Consignment from the Consignor, excluding postcodes 1790-1799, 8880-8899, 9160-9166 where lead time is 2 Business Days from the day of collection of the Consignment from the Consignor;
  - 6.5.2. In the case of International Transport Service – within a time which can be reasonably expected of a diligent carrier having regard to the circumstances of the case (and in particular, in the case of partial loads, the time required for making up a complete load in the normal way and the time required for transshipment).
- 6.6. In case of Consignees accepting deliveries based on prior notification or within specified time slots the Carrier is entitled to deliver the Consignment based either on Customer's or its Carrier's arrangements with the Consignee.
- 6.7. In the case when the first delivery attempt was failed because the Consignee was absent, unable to accept the Consignment or due to any other reasons not attributable to the Carrier, the Carrier, unless instructed otherwise by the Customer, will make second attempt to deliver the Consignment to the Consignee on the next Business Day. The Carrier shall charge the Customer an additional fee for second delivery attempt.
- 6.8. In the event of unsuccessful second delivery attempt or any other obstacles occurring while carrying out Transport Service or delivering the Consignment, the Carrier will return the Consignment to the Consignor (unless instructed otherwise by the Customer).
- 6.9. The handover (delivery) of the Consignment shall be confirmed in the Transport Document. A refusal to confirm the delivery shall entitle the Carrier to withhold the handover of the Consignment to the Consignee.
- 6.10. The Consignment is deemed handed over by the Carrier and the risk of loss, partial loss or damage to the Consignment is transferred onto the Consignee upon confirming the delivery of the Consignment in the Transport Document or upon the commencement of unloading the Consignment – whichever is the earliest.

## **7. Carrier's liability**

- 7.1. Should the Carrier be liable towards the Customer for compensation in respect of loss or damage resulting from non-performance or improper performance of Transport Services, other than loss of or damage to the Consignment or damage resulting from a delay in delivery, such compensation shall not exceed the amount of remuneration which is due for the Transport Service to which the non-performance or improper performance relates. 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 Customer to any third parties.
- 7.2. Should the Carrier be liable towards the Customer for compensation resulting from the non-performance or improper performance of Additional Services that is not mandatory covered by mandatory Applicable Law, such compensation shall not exceed the amount of remuneration which is due for the Additional Service to which the non-performance or improper performance relates.

7.3. The Carrier shall be released from the liability for any loss or damage suffered by the Customer resulting from Customer's failure to fulfil its obligations or duties under the Contract of Carriage, GTC and/or AVC and/or the Applicable Law, as well as in any and all other cases referred to in the Applicable Law. In particular, the Carrier shall be released from any liability for loss of or damage to Excluded Goods.

## 8. Customer's liability

- 8.1. The Customer shall be liable towards the Carrier for any loss or damage, including fines and penalties, and shall reimburse the Carrier for any costs and expenses resulting from non-performance or improper performance of the Contract of Carriage by the Customer or from non-compliance with the Applicable Law.
- 8.2. The Customer shall indemnify the Carrier, its subordinates and/or auxiliary persons at its first request against third-party claims for any damage or financial loss, related in any manner to the performance of the Contract of Carriage, including claims based on product liability and/or intellectual property rights.
- 8.3. The Customer will be liable for all damage to any property of the Carrier, its subordinates and/or auxiliary persons and/or other customers, as well as for personal injury, caused by the Customer, the Goods, including the packaging of its Goods, its auxiliary persons, subordinates and any other persons acting on its instructions.

## 9. Claims

9.1. In case the Carrier's liability arises under the Contract of Carriage, the duly authorised person under AVC and / or the Applicable Law (the Customer or the Consignee) shall submit a written claim to the Carrier. The claim shall specify the amount requested by the Customer and include reasons justifying the requested amount. The claim shall be accompanied in particular with the following evidence:

- 9.1.1. Transport Order;
- 9.1.2. Transport Document;
- 9.1.3. damage report or any other document specifying the size and character of damage to the Consignment - if it has been drawn up;
- 9.1.4. document evidencing the value of the Consignment (invoice etc.);
- 9.1.5. document evidencing the gross weight of missing or damaged Consignment;
- 9.1.6. information if the Consignment has been insured (cargo insurance) and if the damage has been settled by the insurer;
- 9.1.7. information about the Customer's bank account to which indemnity is to be paid.

The claim shall also include any other information and documents required under the AVC and/or Applicable Law.

9.2. The Carrier has the right to request the Customer to submit additional information or documents if they are necessary for investigating the claim. If the claim has been lodged by an unauthorized person or the claim does not meet the conditions, as specified in Clause 9.1, or any other conditions that may apply, or required documents and other evidence have not been submitted, the Carrier shall request the Customer to correct or complete the claim accordingly within the period no longer than 14 days from the date of delivering such a request to the person who submitted the claim, under the penalty of leaving such a claim unresolved.

- 9.3. The person who submitted the claim is obliged to preserve the Consignment in its original condition until the end of the proceedings concerning the claim processed by the Carrier.
- 9.4. The Carrier shall respond to a claim within 30 days from the date when the Carrier receives the claim unless any longer period for response is provided for by the Applicable Law. In case of claims exceeding EUR 5,000 the time to respond to the claims can be extended by the Carrier. The Carrier will use its reasonable efforts to process such claims within the period of 6 months.
- 9.5. Unless mandatory provisions of the Applicable Law or AVC provide for otherwise, in case the Carrier requests the Customer to complete or correct a claim, the period for responding to the claim, as specified in this Clause 9.4, shall run from the day when the Carrier receives the completion or correction of the claim, respectively.
- 9.6. Lack of response to the claim within the stipulated time referred to in this Clause 9.4 shall be deemed as rejecting of the Claim by the Carrier.
- 9.7. The Customer shall not be entitled to set off or in any other way deduct any receivables from the Carrier's remuneration or from any other amounts due to the Carrier, without obtaining prior, written consent of the Carrier.
- 9.8. Unless mandatory provisions of the Applicable Law provide for otherwise, the limitation period of the Customer's claims against the Carrier arising under or in connection with the Contract of Carriage shall be 1 year as of the day on which the claim became due.

## 10. Change of the GTC

- 10.1. The Carrier reserves the right to amend these GTC, revoke these GTC and replace GTC (or any of the appendices to GTC) with new terms and conditions pertaining to Transport Service - at any time and at its sole discretion. Any amendment, revocation or replacement of Supplementary GTC shall be published by the Carrier on the Carrier's Website with appropriate advance notice and / or otherwise communicated to the Customer. The Customer shall have a permanent access to the Internet and familiarise himself, by his own means, on a regular basis with current wording of GTC and appendices to GTC on the Carrier's Website.
- 10.2. Any such amendment, revocation or replacement of GTC shall enter into force and become binding after the lapse of 14 days from the moment of making the amendment, revocation or replacement of GTC available to the Customer (unless the Carrier's notice specifies a later effective date of the amendment, revocation or replacement of GTC) and shall not require obtaining consent of the Customer and/or execution of any additional agreements or any other documents by the Customer. In case of Contracts of Carriage concluded before the entry into force of the amendment, revocation or replacement of GTC, previous GTC shall apply. In the event that the Customer and the Carrier are bound by the framework agreement pertaining to the Transport Services concluded before the entry into force of the amendment, revocation or replacement of GTC, previous GTC shall apply pending the entry into force of an amendment, revocation or replacement of GTC and amended or replaced GTC shall apply after the entry into force of an amendment or replacement of GTC. In case of amendment or replacement of the GTC the Customer retains, however, the right to terminate the framework agreement pertaining to the Transport Services with 14 days' notice. Until the expiry of the notice period previous GTC shall apply. The Customer can terminate the framework agreement until the entry into force of an amendment, revocation or replacement of GTC.



## 11. Data Protection

- 11.1. The Carrier processes the personal data of transport participants being physical persons given by the Customer in the Transport Order in order to perform the Transport Service in accordance with the Contract of Carriage while maintaining appropriate security and data protection requirements in accordance Regulation (EU) 2016/679 Of The European Parliament And Of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 11.2. The Customer ensures that (i) it has obtained legally personal data provided to the Carrier, (ii) it is entitled to transfer personal data to the extent that it is necessary for the performance of the Transport Services.
- 11.3. The information clause for transport participants who are natural persons is available on the website: <https://nederland.raben-group.com/privacy-policy>
- 11.4. At the request of the Customer, the Carrier will provide the personal data of drivers (the name and the ID card number) only for the purpose of notification of delivery or receipt of the consignment.
- 11.5. The complete information concerning the processing of personal data by the Carrier is available in Privacy Policy published on the Carrier's website: <https://nederland.raben-group.com/privacy-policy>

## 12. Final provisions

- 12.1. GTC are freely available in the seat of the Carrier and in the seats of Carrier's branches and additionally on the Carrier's Website. A physical copy of the GTC will be provided upon request, free of charge.
- 12.2. In any matters not regulated by GTC relevant provisions of AVC and / or the Applicable Law shall apply.
- 12.3. Following appendices form an integral part of GTC:
  - 12.3.1. **Appendix 1 "Additional Services"**;
  - 12.3.2. **Appendix 2 "Excluded Goods"**;
  - 12.3.3. **Appendix 3 "Placing Transport Orders"**
  - 12.3.4. **Appendix 4 "Carrier's Remuneration"**.
- 12.4. These GTC enter into force and are effective from 1 January 2021.



## **Appendix 1**

### **Additional Services**

1. The Carrier renders Additional Services supplementing or extending conditions of Transport Service.
2. The availability of the Additional Services for the Customers 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. The Carrier may reject the order for the performance of any Additional Service without providing reasons and without incurring any liability whatsoever to the Customer.
6. Should the Carrier be liable towards the Customer 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 Customer to any third parties.



**Attachment A**

**Additional Service available for the Customers who use Cargo Classic and Cargo Premium**

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



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



**Attachment B**

**Detailed description of Additional Services**

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

ADDITIONAL SERVICES	DESCRIPTION
<p><b>COD</b> <i>(cash on delivery)</i></p>	<p><b>Definition:</b> The Carrier will collect from the Consignee specified amount of cash for the Consignment and transfer it to the Customer.</p> <p><b>Additional terms:</b> (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 2500 eur in local currency of delivery place incl. VAT (irrespective of number of Consignments for the same Consignee). It's 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 2500 eur in local currency of delivery place incl. VAT; (b) the Transport Order must include the amount of cash to be collected from the Consignee;</p>



	<ul style="list-style-type: none"> <li>(c) the Customer 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;</li> <li>(d) the Customer 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;</li> <li>(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&amp;C;</li> <li>(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;</li> <li>(g) the Carrier shall charge the Customer who ordered service COD for cost of international bank transfer (in addition to remuneration for COD)</li> <li>(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 Customer 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 Customer proves that respective amount is uncollectible and all legal and procedural actions have been exhausted.</li> </ul>
<p><b>CFT</b> (cash for transport)</p>	<p><b>Definition:</b> The Carrier will collect from the Consignee Carrier's remuneration for the Transport Service and other amounts chargeable against the Consignment.</p> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) the Transport Order must include the tax identification number of the Consignee (VAT number);</li> <li>(b) the Customer 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;</li> <li>(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&amp;C;</li> <li>(d) CFT does not release the Customer from its responsibility for payment of Carrier's remuneration for the Transport Service and other amounts chargeable against the Consignment. The Customer remains obliged to pay the amounts specified above should the</li> </ul>



	<p>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 Customer and the Consignee shall be jointly and severally liable towards the Carrier for the payment of such amounts.</p>
<p><b>ROP</b>  <i>(return of pallets)</i>  <i>Can be further extended with:</i>  <b>ROP48</b></p>	<p><b>Definition:</b></p> <p>The Carrier will exchange with the Consignee and return to the Customer EUR pallets which have been delivered to the Consignee with the Consignment.</p> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) only EUR pallets (i.e. flat, wooden pallets with dimensions 120 x 80 cm, meeting the requirements of UIC 435 Codex or its equivalent, legally labeled with EUR or EPAL trademark) are eligible for exchange and return;</li> <li>(b) number of EUR 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;</li> <li>(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 EUR 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 EUR 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);</li> <li>(d) Raben Netherlands provide exchange of EUR pallets in following countries the Netherlands, Belgium, Luxembourg, Germany, Austria and Switzerland.</li> <li>(e) the EUR pallets are exchanged right after delivery of the Consignment to the Consignee; the exchange of EUR pallets (i.e. number of EUR pallets delivered to the Consignee and number of EUR pallets exchanged by the Consignee) is evidenced in the Transport Document confirming delivery of the Consignment; lack of any entry concerning number of EUR pallets exchanged by the Consignee shall mean that the Consignee has not exchanged any EUR pallets;</li> <li>(f) the Carrier is obliged to return to the Customer only as many EUR pallets as previously exchanged by the Consignee during delivery of the Consignment and confirmed in the Transport Document;</li> <li>(g) the Carrier is not obliged to return to the Customer 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 EUR pallets which have not been exchanged by the Consignee;</li> </ul>



	<p>(h) the Customer shall ensure that the Consignor has exact number of EUR pallets to be exchanged for the EUR 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);</p> <p>(i) the Carrier prepares on a monthly basis, a balance specifying number of EUR 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:</p> <ul style="list-style-type: none"> <li>– 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);</li> <li>– decreased by the number of pallets returned by the Carrier to the Customer in the given month;</li> </ul> <p>The Carrier presents the Customer with the balance of pallets. The balance for the given month shall be final and binding unless the Customer raises objections within 7 days as of receiving the balance from the Carrier;</p> <p>The balance constitutes a basis for the Customer and for the Carrier to request the return of appropriate number EUR pallets, subject to Clauses (i) and (j);</p> <p>(j) The Carrier returns EUR pallets when collecting other Consignment or by way of dedicated deliveries of EUR pallets; the Customer is obliged to confirm the number EUR 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>
<p><b>ROP 48</b> <i>pick-up of up to 48 pallets and (return to the consignor)</i></p>	<p><b>Definition:</b> The Carrier will collect up to 48 EUR pallets from the Consignee and settle them with Customer (irrespective of EUR pallets being exchanged based on ROP).</p> <p><b>Additional terms:</b></p> <p>(a) ROP 48 is available only for the Customers who ordered ROP;</p> <p>(b) If the Consignee does not prepare sufficient number of EUR pallet for collection, the Carrier is released from obligation to carry out ROP 48. Lack of sufficient number of EUR pallets shall be evidenced in the Transport Document.</p> <p>(c) All other terms and conditions of ROP apply accordingly.</p>
<p><b>e-ROD</b></p>	<p><b>Definition:</b> The Carrier will handle documents received from the Customer (in agreed way), and request the Consignee to confirm receipt of the Consignment</p>





<p><i>electronic access to signed and scanned delivery documentation)</i></p>	<p>on these documents (by signing and/or stamping) and provide the Customer with scan (electronic image) of the confirmed documents.</p> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) all documents forwarded to the Carrier which e-ROD relates to must be listed in the Transport Order;</li> <li>(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;</li> <li>(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;</li> <li>(d) the Carrier does not verify if the number and type of documents received from the Customer match those included by the Customer in the Transport Order;</li> <li>(e) The Carrier does not verify the content of the documents received from the Customer which the e-ROD relates to and bears no responsibility for any loss or incompleteness of such. The Carrier does not interfere with the content or number of the documents;</li> <li>(f) the Carrier bears no responsibility for the content of documents which e-ROD relates to;</li> <li>(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;</li> <li>(h) scans (electronic images) of documents confirmed by the Consignee will be made available for the Customer within 7 Business Days as of delivery of the Consignment, through myRaben.com website;</li> <li>(i) based on separate request of the Customer and against additional fee as provided in <b>Appendix 4</b>, the Carrier will provide the Customer with the original documents confirmed by the Consignee within 10 Business Days as of Customer'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 Customer with the original documents confirmed by the Consignee may be extended by the Carrier;</li> <li>(j) the Carrier is entitled to destroy original documents confirmed by the Consignee, after the lapse of storage period specified in Clause (g).</li> </ul>
<p><b>SMS</b> <i>(SMS informing the Consignee about the pick-up and delivery)</i></p>	<p><b>Definition:</b></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> <ul style="list-style-type: none"> <li>(a) First notification – is created and sent to the Consignee after the Consignment is registered in Carrier's transportation system</li> </ul>



	<p>(b) Second notification – is created and sent to the Consignee after the Consignment is dispatched for delivery.</p> <p><b>Additional terms:</b></p> <p>The Customer 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>
<p><b>EML</b> <i>(E-mail informing the Consignee about the pick-up and delivery)</i></p>	<p><b>Definition:</b></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><b>Additional terms:</b></p> <p>The Customer 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>
<p><b>RTS</b> <i>(the Consignment delivered in time slots arranged by Raben)</i></p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee on a Business Day during time slots arranged by the Carrier with the Consignee.</p> <p><b>Additional terms:</b></p> <p>RTS availability is limited to certain destinations (places of delivery) only.</p>
<p><b>SPU</b> <i>(the Consignee picks up the Consignment on his own from Raben warehouse)</i></p>	<p><b>Definition:</b></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 10.00-15.00)</p>
<p><b>PCD</b> <i>(Picture Confirmation of the Delivery)</i></p>	<p><b>Definition:</b></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><b>Additional terms:</b></p> <p>(a) PCD is available only to Customers who use my Raben (myOrder) to conclude a Contract of Carriage;</p> <p>(b) the availability of PCD depends on the postal code of the place of delivery;</p> <p>(c) PCD is not available in case the Customer selects any of the following Additional Services: COD, CFT, ROP, ROP48, e-ROD, HUN, SLF, SDD, PDD, SPU;</p> <p>(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.</p>

	<p>Photographs will be marked by the day, time and geo-coordinates of creating place.</p> <p>(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> <p>The photographs confirming the delivery of the Consignment are immediately made available to the Customer in myTruck&amp;Tracke module on myRaben platform</p>
<p><b>HUN</b> (<i>the Carrier unloads the Consignment at the indicated places of use</i>)</p>	<p><b>Definition:</b></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><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) Total mass of the Consignment cannot exceed 300 kg;</li> <li>(b) Mass of single item of the goods inside the Consignment incl. packaging (e.g. carton, box or container) cannot exceed 30 kg;</li> <li>(c) The sum of dimensions (length/height/width) of the single item of the goods inside the Consignment incl. packaging cannot exceed 300 cm;</li> <li>(d) HUN does not apply to Consignments with dangerous goods (ADR goods) and goods requiring Controlled Temperature.</li> </ul>
<p><b>ADV</b> (<i>prior advice of delivery from Raben office</i>)</p>	<p><b>Definition:</b></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><b>Additional terms:</b></p> <p>The Customer 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>
<p><b>ADV 3</b> (<i>advice on the Customer's www platform done by Raben</i>)</p>	<p><b>Definition:</b></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><b>Additional terms:</b></p>



	<p>ADV 3 availability is limited to certain destinations (places of delivery) only.</p>
<p><b>ADVPU</b> (<i>prior collection advice from Raben office</i>)</p>	<p><b>Definition:</b></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><b>Additional terms:</b></p> <p>The Customer 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>
<p><b>ND 08</b> (<i>delivery on the first possible day by 08.00am according to standard Lead Time</i>)</p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 8:00 on the first possible Business Day of the standard Lead Time.</p> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) Availability of ND 08 depends on the postal code of the place of delivery;</li> <li>(b) ND 08 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</li> <li>(c) The fee for ND 08 shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee.</li> <li>(d) Any claims regarding ND 08 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</li> </ul>
<p><b>ND 10</b> (<i>delivery on the first possible day by 10.00am according to standard Lead Time</i>)</p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 10:00 on the first possible Business Day of the standard Lead Time.</p> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) Availability of ND 10 depends on the postal code of the place of delivery;</li> <li>(b) ND 10 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</li> <li>(c) The fee for ND 10 shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee.</li> <li>(d) Any claims regarding ND 10 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</li> </ul>
<p><b>ND 12</b> (<i>delivery on the first possible day by 12.00am according to standard Lead Time</i>)</p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 12:00 on the first possible Business Day of the standard Lead Time.</p>



	<p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) Availability of ND 12 depends on the postal code of the place of delivery;</li> <li>(b) ND 12 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</li> <li>(c) The fee for ND 12 shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee.</li> <li>(d) Any claims regarding ND 12 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</li> </ul>
<p><b>ND 16</b> (<i>delivery on the first possible day by 16.00 according to standard Lead Time</i>)</p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 16:00 on the first possible Business Day of the standard Lead Time.</p> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) Availability of ND 16 depends on the postal code of the place of delivery;</li> <li>(b) ND 16 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</li> <li>(c) The fee for ND 16 shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee.</li> <li>(d) Any claims regarding ND 16 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</li> </ul>
<p><b>FIX</b> (<i>delivery on the fixed day during working hours no later than 3 days after standard Lead Time</i>)</p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee on a Business Day specified by the Customer in the Transport Order.</p> <p>The Customer may specify as a day of delivery of the Consignment:</p> <ul style="list-style-type: none"> <li>(a) the first possible Business Day of the standard Lead Time; or</li> <li>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time.</li> </ul> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) availability of FIX depends on the postal code of the place of delivery</li> <li>(b) FIX is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</li> <li>(c) the fee for FIX shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee.</li> </ul>



	<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>
<p><b>FIX 08</b> (delivery on the fixed day by 08.00am no later than 3 days after standard Lead Time)</p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 8:00 on a Business Day specified by the Customer in the Transport Order.</p> <p>The Customer 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>(c)</p> <p><b>Additional terms:</b></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 Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, 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>
<p><b>FIX 10</b> (delivery on the first possible day by 10.00am, no later than 3 days after standard Lead Time)</p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 10:00 on a Business Day specified by the Customer in the Transport Order.</p> <p>The Customer 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>(c)</p> <p><b>Additional terms:</b></p> <p>(d) availability of FIX 10 depends on the postal code of the place of delivery;</p> <p>(e) FIX 10 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(f) the fee for FIX 10 shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee.</p>



	<p>(g) any claims regarding FIX 10 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
<p><b>FIX 12</b> <i>(delivery on the fixed day by 12.00am, no later than 3 days after standard Lead Time)</i></p>	<p><b>Definition:</b></p> <p>The Carrier will deliver the Consignment to the Consignee between 6:00 and 12:00 on a Business Day specified by the Customer in the Transport Order.</p> <p>The Customer may specify as a day of delivery of the Consignment:</p> <ul style="list-style-type: none"> <li>(a) the first possible Business Day of the standard Lead Time; or</li> <li>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time.</li> </ul> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) availability of FIX 12 depends on the postal code of the place of delivery;</li> <li>(b) FIX 12 is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</li> <li>(c) the fee for FIX 12 shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;.</li> <li>(d) any claims regarding FIX 12 shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</li> </ul>
<p><b>EXACT</b></p> <p><i>(delivery on exact day and time, no later than 3 days after standard Lead Time)</i></p>	<p><b>Definition:</b></p> <p>The Carrier will endeavour to deliver the Consignment to the Consignee on a Business Day &amp; time specified by the Customer in the Transport Order</p> <p>The Customer may specify as a day of delivery of the Consignment:</p> <ul style="list-style-type: none"> <li>(a) the first possible Business Day of the standard Lead Time; or</li> <li>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Lead Time.</li> </ul> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>(a) the actual time of delivery may vary +/- 30 minutes from the a time specified by the Customer;</li> <li>(b) availability of EXACT depends on the postal code of the place of delivery;</li> <li>(c) EXACT is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</li> <li>(d) the fee for EXACT shall be refunded to the Customer should the Carrier fail to deliver the Consignment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee.</li> </ul>



	<p>(e) All claims regarding EXACT shall be submitted to the local Customer Service within 5 Business Days as of the day of delivery.</p>
<p><b>OTS</b> <i>(the Consignment delivered in time slots arranged by Customer)</i></p>	<p><b>Definition:</b> The Carrier will deliver the Consignment to the Consignee within the 2 hours' time slot specified by the Customer in the Transport Order falling between 12:00 and 22:00 on the first possible Business Day of the standard Lead Time</p> <p><b>Additional terms:</b></p> <p>(a) OTS availability is limited to certain destinations (places of delivery) only;</p> <p>(b) the Customer must specify the time slot in the Transport Order;</p> <p>(c) OTS is not available for the Consignees who accept delivery of Consignment in pre-defined time slots;</p> <p>(d) the fee for OTS shall be refunded to the Customer should the Carrier fail to deliver the Goods on time due to reasons other than Force Majeure or reasons attributable to the Customer, 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>
<p><b>CALL</b> <i>(call from Raben driver before delivery)</i></p>	<p><b>Definition:</b> The Carrier (driver) will make phone call to the Consignee in min 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><b>Additional terms:</b> The Customer 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><b>PEP</b> <i>return of empty packaging)</i></p>	<p><b>Definition:</b> 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><b>Additional terms:</b> The Carrier (driver) will not collect pallets from the Consignee.</p>



## Appendix 2 Excluded Goods

1. armaments, i.e. weaponry, ammunition, explosives;
2. dangerous goods according to European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), made in Geneva on 30 September 1957:
  - a. Class 1 - Explosive substances and articles;
  - b. Class 2 - Goods falling within the scope of provision CV36 (point 7.5.1. ADR – goods requiring open or ventilated vehicle during the transport);
  - c. Class 4.1 - Self-reactive substances which require controlled temperature (classification code SR2), Self-reactive substances which do not require controlled temperature type A and B;
  - d. Class 4.2 - Substances of Packing Group I (pyrophoric goods);
  - e. Class 5.2 - Organic peroxides which require controlled temperature (classification code P2), Organic peroxides which do not require controlled temperature (classification code P1) type A and B Class 6.2 Infectious substances;
  - f. Class 6.1. - Substances of Packing Group I insofar as the Goods are to be transported also by sea or by air;
  - g. Class 6.2 - Infectious substances;
  - h. Class 7 - Radioactive materials;
  - i. Class 9 - Materials with elevated temperature (classification codes M9 and M10);
  - j. Materials or substances excluded from transport in single packages or materials or substances with elevated temperature classified in classes other than class 9.
3. dry and liquid bulk goods;
4. spirits and alcoholic beverages;
5. tobacco products;
6. art work;
7. precious stones, real pearls and jewellery;
8. precious metals (including copper and products made from copper);
9. carbon black;
10. plants and animals;
11. securities, cash;
12. corpse and human remains;
13. waste;
14. resettlement property;
15. goods especially vulnerable to damage in road transport;
16. perishables, frozen goods and other goods which require Controlled Temperature to be kept in the standard system of groupage network (i.e. during transportation and reloading);
17. medical products;
18. goods which require specialized equipment and reloading;



19. goods which require Raben to have a special legal status and/or possess special permits, certificates, approvals and other;
20. administrative acts;
21. goods excluded from road transport pursuant to Applicable Law;
22. postal items / consignments;
23. 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 3

### Placing Transport Orders

1. The Transport Order shall be placed to the Carrier:
  - 1.1. via the application provided by the Carrier after prior registration and setting up an account by the Customer. Detailed instruction concerning registration is available on the Carrier's Website and at Carrier's customer service.
  - 1.2. in a form of an electronic data interchange (EDI) or in any other manner previously agreed with the Carrier.
2. In the case of placing the Transport Order via electronic mail the confirmation of acceptance of such a Transport Order for execution by the Carrier is mandatory. The confirmation of accepting the Transport Order shall be sent by the Carrier via electronic mail the address indicated in the content of the Transport Order. Lack of confirmation of accepting the Transport Order by the Carrier placed via electronic mail shall mean that the Transport Order has not been accepted and the Contract of Carriage shall not be concluded.
3. Transport Orders shall be placed appropriately in advance:
  - 3.1. Transport Orders for Domestic Transport Service:
    - 3.1.1. by **13:00** on the Business Day if the Consignment is within the territorial scope of the Carrier's branch to which the Transport Order was placed and only after confirmation of Carrier;
    - 3.1.2. by **16:00** of the Business Day preceding the Business Day when the collection of the Consignment from the Consignor is to take place – in any other cases.
  - 3.2. Transport Orders for International Transport Service:
    - 3.2.1. Imports (Transport Orders for transport of the Consignment from abroad to the Netherlands): by **14:00** of the Business Day preceding the Business Day when the collection of the Consignment from the Consignor is to take place;
    - 3.2.2. Exports (Transport Orders for transport of the Consignment from the Netherlands to abroad):
      - 3.2.2.1. by **13:00** on the Business Day when the collection of the Consignment from the Consignor is to take place – for cases when place of collection of the Consignment is within the territorial scope of the Carrier's branch to which the Transport Order was placed and only after confirmation of Carrier;
      - 3.2.2.2. by **16:00** of the Business Day preceding the Business Day when the collection of the Consignment from the Consignor is to take place – in any other cases.
    - 3.2.3. Transits (Transport Order for transport of the Consignment outside the territory of the Netherlands): by **13:00** of the Business Day preceding the Business Day when the collection of the Consignment from the Consignor is to take place.
4. Transport Order placed after the cut-off times specified in Clause 3, shall be deemed placed on the next Business Day.

## Appendix no. 4 Carrier's Remuneration

### I. General provisions

1. Carrier's Remuneration for rendering the service of road transport of shipments and additional services shall be determined according to the following model:
  - 1.1. Step 1 - determining "Shipment weight" and "Length of the transport route" as parameters which are the base for the value of "Base price" - pursuant to the provisions of point II;
  - 1.2. Step 2 - determining "Base price" - pursuant to point III;
  - 1.3. Step 3 - determining "Final price" - pursuant to point IV;
2. In situations justified by the special nature of the shipment or special circumstances, requirements or conditions of rendering transport or an Additional Service, the Carrier can request individually agreed remuneration for rendering such transport or an Additional Service - pursuant to rules other than those set forth herein. In such situations the Carrier shall inform the Customer about the value of the requested remuneration prior to accepting a Transport Order. Acceptance and execution of a Transport Order shall depend on the Parties' prior agreement on the value of remuneration due to the Carrier.
3. The prices provided are net prices (i.e. excl. VAT) and they are expressed in Euro. The Carrier shall add the VAT tax according to the currently binding rates.
4. Remuneration for rendered services shall be due to the Carrier from the Customer. If, pursuant to the provisions of the Contract of Carriage, the Terms and Conditions or binding legal regulations, the entity obligated to pay remuneration for services and other liabilities burdening the Consignment is - apart from the Customer also the Consignee, the liability of the Customer and the Consignee towards the Carrier for unpaid liabilities shall be joint and several. Any agreements between the Customer and the Consignee which concern the payment for services and any other liabilities burdening the Consignment, and in particular those resulting from Incoterms, shall not be binding for the Carrier.

### II. Step 1 - determining "Shipment weight" and "Length of the transport route"

5. "Shipment weight" is expressed in kilograms on the basis of the higher of the two parameters presented below:
  - 5.1. actual weight - understood as the shipment weight including its transport packaging (a pallet, basket, etc.). The Customer shall provide the actual weight of each transport unit in the transport order.
  - 5.2. chargeable weight - understood as the highest weight determined using one of the following conversion factors:
    - 5.2.1. 1 cubic meter = 300 kg (or other specified in the offer);
    - 5.2.2. 1 loading meter = 1.500 kg (or other specified in the offer); the loading meter is calculated according to the following formula: 1 loading meter = (surface area or the shipment base in square meters divided by 2.4) multiplied by 1500  
**Example:** for an EUR-pallet with dimensions 1.2 m by 0.8 m, the surface area of the base is 0.96; 1 loading meter =  $(0.96 / 2.4) \times 1500 = 600$ . The Customer shall provide dimensions of each transport unit in the transport order. The Carrier reserves the right to verify shipment parameters. In case of discrepancies, the base

price for transport shall be calculated based on actual parameters provided by carrier.

5.2.3. Stack ability of pallets is not included in our calculations. Price is calculated on the given by the customer data, if more than 1 pallets can be stacked, this will not be taken into account for price adjustment.

6. "Length of the transport route" is expressed in kilometers based on a computer system used by the Carrier, which specifies distances between addresses. The program is updated depending in the changes of the road structure.

### III. Step 2 - determining "Base price"

6. "Base price" shall be defined according to the offer provided, on the basis of "Consignment weight" and "Length of the transport route", which values will be specified for individual Consignment pursuant to the provisions of point II.

Prices for international transports are agreed on the individual basis.

7. "Base prices" specified in the offer are due for the execution of transport by heavy goods vehicles with standard equipment, not suitable for maintaining special transport conditions. In particular, within "Base prices" the Carrier does not guarantee the provision of a vehicle equipped with lifts and hydraulic ramps, suitable for maintaining Controlled Temperature, isotherm conditions, or for transport of dangerous goods (ADR goods), etc. In any case information about additional delivery conditions has to be stated in the order. In case of no information about the additional conditions are provided in the order and still transport service demands from us to apply special transport equipment, costs related to this service will be recharged to customer.

### IV. Step 3 - determining "Final price"

8. "Final price" for rendering the Transport Service shall be "Base price" modified by the following elements:

8.1. fuel adjustment;

8.2. road surcharge;

8.3. remuneration for additional services;

8.4. charge for executing the transport in special conditions or for transport of special type of goods;

8.5. additional charges.

#### 9. Fuel adjustment

9.1. The value of fuel adjustment in a particular month shall be determined every 1st working day of the new month and calculated during the current month. Mid-term price fluctuations do not adjust the percentage. The fuel surcharge from January 2010 (€ 1.139) was set at 0% and will increase with the standard fuel surcharge. This means that with each change of € 0.013 the fuel surcharge will increase or decrease by 0.5% (with a minimum of 0%).

9.2. " The level of the index results from the share of fuel costs and may change together with the change in the cost structure.

9.3. Final prices" for services agreed on the basis of "Base prices" corrected using the presented fuel adjustment procedure shall be used to calculate remuneration for services rendered in a calendar month following the calendar month for which the index of change of the average price of Diesel oil has been specified.



- 9.4. Average prices of Diesel oil in individual calendar months and their change index in relation to the base price of Diesel oil are regularly published on the Carrier's website <https://nederland.raben-group.com/klanten-omgeving/diesel-toeslag>
- 9.5. Determining "Final prices" for rendering services on the basis of "Base prices", using the fuel adjustment procedure shall constitute a standard element of the model for calculating remuneration and shall not be regarded as a change of binding prices or concluded contracts.

**10. Road surcharge**

- 10.1. Road Surcharge is the additional payment for transport services on the roads which are covered by the obligatory electronic toll payments and on paid concession motorways.
- 10.2. The value of the Road Surcharge is calculated in a way which reflects the costs related to the necessity of covering the electronic toll and payments for concession motorways, taking into account the structure of fleet used by Raben Group and the network of connections between the company terminals, as well as international and foreign terminals.
- 10.3. Road Surcharge shall be calculated separately for each transport.
- 10.4. Road Surcharge shall be the product of the Road Surcharge rate and the net Base Price. Road Surcharge shall be increased by the VAT tax.

**11. Remuneration for Additional Services and fees**

- 11.1. The remuneration for Additional Services is determined in the offer:
- 11.2. Fees and remuneration of Carrier are is described in below table:

Order cancellation on a day of collection	100% transport fee
Order cancellation on a day prior to collection day	75% transport fee
Waiting time in hours	50 EUR per started our
Second delivery (mistake of receiver)	75% transport costs in case of NL, BE, LU 40% in case of other transports
ADR surcharge (international transport)	10% transport fee with a minimum of 25 EUR
Length surcharge above 3m	25 EUR for each 1m above 3m length

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- 12. Initial rates of remuneration shall be binding from the day indicated in the offer (price list valid to). After expiry of the price list valid to date, on January 1 of each year of the Contract being in force which was concluded under this Offer, the Carrier shall have the right to change (index) the existing initial price rates by the percentage indicator which will be communicated to the customer. The percentage indicator which will be used to index the existing initial price rates for rendering transport services shall be published by the Carrier at least 2 weeks before the new initial rates of remuneration come into force.