

Mainfreight Express Netherlands is the trade name of SYSTEMPLUS LOGISTIC SERVICE B.V. having its registered office at 's-Heerenberg, Netherlands. Hereinafter referred to as "Mainfreight Express".

These General Terms and Conditions apply to all activities of Mainfreight Express. Mainfreight Express reserves the right to change these terms and conditions without notice.

Article 1 - Acceptance of cargo

In general, Mainfreight Express will accept all types of goods, with the exception of precious metals, precious stones, jewels, pearls, currency, coins, artworks, negotiable instruments, official documents, arms, ammunition, radioactive substances, gas canisters and nuclear fuels. Mainfreight Express is authorised to refuse these items. All costs resulting from assignments involving these items will be borne by the client.

Article 2 - Acceptance of cargo by arrangement

Excisable goods, goods with hazardous materials, goods requiring climate conditioning or subject to spoilage and living animals can only be accepted for transport after consultation with Mainfreight Express.

Article 2.1 - Lithium batteries (UN3480, UN3481, UN3090, UN3091)

Mainfreight Express offers transport of new lithium batteries (packing regulation P903). If the goods offered are other than lithium batteries packaged under packing instruction P903 (such as P908, P909, P910, P911), alternative forms of transport can be coordinated with Mainfreight Express. The customer of the transport is obliged to reimburse Mainfreight Express for all damage which the batteries received for transport or their treatment may cause to Mainfreight Express to compensate all damage caused to Mainfreight Forwarding Netherlands B.V. by the batteries received for transport or the handling thereof, as well as to compensate all damage resulting from incorrect packaging, labeling or entries on the packages and/or in the transport documents. In addition, the customer of the transport is obliged to indemnify and hold Mainfreight Express harmless against third-party claims for damage caused by the batteries received for transport, the handling thereof, or by incorrect packaging, labeling or entries on the packages and/or in the transport documents.

Packaging regulation	Explanation of packaging regulation
P903	New/regular working products that have been tested and approved
P908	Defective / damaged batteries (stable)
P909	Battery for destruction / recycling
P910	Battery not yet tested, transport for the purpose of testing
P911	Defective / damaged batteries (not stable)

Article 3 - Dimensions and packaging

Mainfreight Express transports packages and pallets that conform to the dimensions listed below. Non-standard dimensions and packaging can only be accepted after consultation with Mainfreight Express

Payable weight

For the invoice the payable weight will be used. The payable weight is the highest of:

- The actual weight
- The volume weight based on the number of cubic meters (length * width * height) * 200 kilogram
- Minimum payable weight:
 - 1 euro pallet (120 * 80 cm) = 200 kilogram
 - 1 block pallet (120 * 100 cm) = 250 kilogram
 - 1 half euro pallet (60 * 80 cm) = 100 kilogram

Maximum dimensions

Parcel	Maximum weight per parcel	31.5 kg
	Maximum length per parcel	180 cm
	Maximum outline per parcel	300 cm
	(2*width + 2*height + 1*length)	

Packages with a weight > 31.5 kg must be provided on pallets.

Half euro pallet Maximum 100 * 60 cm

Pallets	Maximum height	220 cm
	Maximum weight per pallet	1000 kg
	Maximum length per pallet	120 cm
	Maximum width per pallet	100 cm
	Maximum square meter of the pallet	1.79 m2
	(length * width)	

Note: Mainfreight Express must always be consulted in advance on any packages or pallets of non-standard dimensions or weight.

Surcharges

- Register per telephone/email consignments at the receiver € 10,- per shipment
- Register consignments at the receiver via a system € 15,- per shipment
- Shipments not registered electronically € 15,- per shipment
- Printed invoices € 2.50 per shipment
- Waybills (POD) for consignments not registered electronically..... € 16,-
- Unloading/loading on a specific desired date..... € 7.50
- Rates are based on B2B deliveries. Surcharge private deliveries..... € 20,-

Advance commission

3% with a minimum of € 30,- on the advanced VAT, import duties and other advanced governmental charges. Payment of invoices relating to amounts paid in advance must be paid within the agreed payment term.

Article 4 - Packaging

Goods presented for transport must be properly packed and clearly labelled with delivery address and information on the contents of the package. The client is liable for damages resulting from improper packaging. Any barrels/drums, regardless of size or weight, must be firmly anchored to pallets. Barrels/drums presented loose will be anchored to pallets by us at the applicable per unit rate, and will incur a delay of at least 24 hours.

Handling costs non-standard packages in the hub:

- handling non-standard packages € 4.50
- manual handling of a package € 1.40
- oversize pallet (up to 2 pallet places) € 6.60
- oversize pallet (more than 2 pallet places) € 19.80
- routing of a package € 1.40
- palletisation of packages because of oversize and/or overweight € 8.40
- palletisation of drums/gas bottles € 81.80

Canary Islands

From April 11th 2019, packaging timber, including pallets, must be treated and marked in accordance with the ISPM 15 requirement, when importing to the Canary Islands.

For shipments to the Canary Islands, the client is also required to indicate the amount of plastic contained in the shipment.

Article 5 - Reporting damages

All reports of damages or missing items must be filed with Mainfreight Express in writing immediately. In cases of externally visible damages upon delivery/receipt, this must be immediately noted on the waybill. Other damages must be notified in writing to Mainfreight Express within 7 business days after delivery/receipt. Failing notification in writing within this period, the right of claim expires.

Article 6 - Customs documents

Mainfreight Express must have access to the correct documents to properly carry out your assignment. For further details on the documents required, please see the schedule "Customs Documents Procedure." The client indemnifies Mainfreight Express for all damages and costs, of any designation whatsoever, resulting from the inaccuracy of the information supplied by the client, as well as all taxes and other levies by customs or other authorities for any reason whatsoever.

Costs:

For shipments to and from countries outside the EU, the following documents are required in addition to the original commercial invoice and packing list. The following costs will be charged for this:

Customs documentation: inclusive 1 HS code per document, each additional HS code is € 8.- per HS code

- Registration for import in NL € 58.- per shipment (one-time signed Direct Representative required)
- Registration for export in NL € 42.- per shipment (one-time signed Direct Representative required)

Procedure for customs documents

1. Consignments with customs documents for recipients within EU-states.

The document number should be mentioned when registering the relevant consignment. A copy of the document, together with a copy of the commercial invoice, should be mailed to cs.mainfreightexpress@mainfreight.com. The relevant document number should also be mentioned on the accompanying consignment note. The document will be delivered to the consignee you have specified. If the consignment has to be cleared by Mainfreight Express, you should indicate where and by whom the consignment is to be cleared.

2. Consignments with customs document for recipients in NON-EU states.

The document number should be mentioned when registering the relevant consignment. A copy of the document, together with a copy of the commercial invoice and the correct delivery conditions, should be mailed to cs.mainfreightexpress@mainfreight.com. The relevant document number should also be mentioned on the accompanying consignment note. For export consignments to countries outside the EU where the goods originate is within the EU and the invoice value is less than € 6000,-, the accompanying commercial invoice should include an invoice declaration. Where the invoice value is € 6000,- or more, an EUR1 certificate or an ATR certificate (only for consignments to Turkey) should be issued by the chamber of commerce. The invoice declaration should be worded as follows:

German:

Der Ausfühler dieser Ware, auf die sich dieses Handelspapier bezieht, erklärt dass diese Ware, soweit nicht anders angegeben, präferenzbegünstigte [state country of origin here] Ursprungswaren sind.

English:

The exporter of the products covered by this document declares that, except where clearly indicated otherwise, these products are of [state country of origin here] preferential origin.

The commercial invoice should be signed, stamped with the company stamp, and have the signature name written in capital letters.

3. Consignments without a customs document for non-EU states (Mainfreight Express prepares the export document).

The commercial invoice should be mailed to cs.mainfreightexpress@mainfreight.com before 4.00 pm when registering the consignment. The invoice should mention the HS code for the goods to be shipped. The invoice should also include the correct delivery term. The original commercial invoice should be handed to the driver.

4. Shipments for EU islands covered by the free movement of the European Community.

For a number of islands belonging to countries of the European Union, including the Canary Islands, French Overseas Departments (Guadeloupe, Martinique, French Guiana, Reunion, Mayotte), Hellenic Mount Athos (Jersey, Guernsey) and the Aland Islands, account must be taken of certain customs documentation in the form of T2F, T2L, T2LF. This is a provenance document and shows that the goods mentioned herein are released for free circulation by the European Community. These documents are important when goods are transported by sea from one part of the customs territory to another area. If a ship from international waters enters a port in the European Community, Customs assumes that all goods contained in the ship are from outside the European Community and are therefore non-Community goods. For the preparation of these documents, the same amount is calculated as for the preparation of an export document.

Article 7 - Rates and payment conditions

The rates are based on a kg-sliding scale per shipment, and are calculated in euro (€).

The published rates apply for each individual assignment and are exclusive of VAT, import duties, excise duties and other governmental levies. The Dutch Transport Operators Association's (*Transport & Logistiek Nederland*) general terms and conditions of payment, filed with the court registry of the District Court of The Hague, apply. Payment within 14 days of date of invoice. The NEA increase is followed annually.

Transport to and from countries with a currency other than the Euro may be charged with a CAF surcharge (Currency Adjustment Factor). Every quarter the surcharge will be recalculated and will be visible on www.mainfreight.com/nl/en/nl-home/info-point-transport/caf-surcharge.aspx. The current CAF surcharge is also available here.

Article 8. Insurance

If you have not contracted transport insurance independently, your consignments are insured up to a maximum of 50,000 euro per consignment, excepting where agreed otherwise in writing between you and Mainfreight Express. This insurance does not apply to logistics service providers and carriers. All-Risk insurance is available by request.

Article 9. Time periods

The delivery time begins upon collection of the consignment(s) and ends upon delivery to the addressee. For delivery times, see the applicable tables.

Time deliveries

- Delivery before 10.00 am surcharge € 50,-
(only possible for a number of zip codes in Germany, Poland, Luxembourg and Czech Republic)
- Delivery before 12.00 pm (noon) surcharge € 25,-
(only possible for a number of zip codes in Germany, France, Belgium, Denmark, Luxembourg, Switzerland, Austria, Czech Republic, Norway, Poland, Portugal, Sweden, Great Britain and The Netherlands).

Article 10. Registration of consignments

Every transport assignment must be confirmed in writing. If pick-up is not possible € 20,- will be charged. Export shipments must be registered no later than 11 am on the collection day. Import shipments from Belgium, Germany, Denmark and Switzerland must be registered no later than 4.30 pm on the day before collection. Import shipments from other countries should be registered no later than 11.30 am on the day before collection. Rates from Mainfreight Express are based on registration by Shipment Centre EU or EDI. The printout from Shipment Centre EU/ EDI is your bill of lading, a CMR is not necessary anymore.

Article 11. Transport by third parties

Mainfreight Express is authorised to have the transport carried out by third parties. These Terms and Conditions are also agreed on the behalf of such third parties. In cases of third-party transport, Mainfreight Express Logistic Service B.V. will act solely as forwarding agent and not as transporter. Mainfreight Express will confirm this to the client in writing for each individual assignment. In these cases, the forwarder's commission is included in the amount of invoice. The activities of Mainfreight Express as forwarding agent are subject to the most recent version of the Dutch Forwarding Conditions (2004), excluding the arbitration clause.

Mainfreight Express is authorised to declare clauses from agreements with third parties for the purposes of its principal also applicable to the principal in the performance of the agreement it contracts with its principal; by way of determination as referred to under article 900, Book 7, Dutch Civil Code, the principal accepts the application of such clauses by virtue of issuing the assignment.

Article 12. General

Unless agreed otherwise in writing between the client and the contractor, the following conditions apply to all our transactions and activities:

- 1) For national road transport, the latest version of the General Transport Conditions 2002 (*Algemene Vervoerscondities 2002*, A.V.C. 2002) filed with the court registries of the District Courts in Amsterdam and Rotterdam.
- 2) For international road transport, the Convention on the Contract for the International Carriage of Goods by Road (CMR), as well as A.V.C. 2002 as referred to in point 1.
- 3) For storage, entry, removal, management and so on of goods, the latest version of the Physical Distribution Conditions filed with the court registry of the District Court in Amsterdam by the Dutch Transport Operators Association (*Transport & Logistiek Nederland*).
- 4) For forwarding activities, the latest version of the Dutch Forwarding Conditions (*Nederlandse Expeditievoorwaarden*), excluding the arbitration clause, filed by the Netherlands Association for Forwarding and Logistics (FENEX) with the court registries of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam.
- 5) The following applies to the electronic exchange of messages:
 - If information, including that pertaining to the waybill, is exchanged by electronic means, the parties shall not dispute the admissibility of electronic messages as evidence in the event of disputes.
 - Electronic messages shall have the same evidential value as written documents unless these messages were not sent, stored and recorded in accordance with the format, level of security and method of sending agreed between the parties.
- 6) In the event that one or more provisions of these conditions differ from the conditions referred to above, these conditions shall prevail except with respect to provisions of mandatory law.
- 7) In the event of any doubt concerning the capacity in which Mainfreight Express is acting or which conditions apply, Mainfreight Express shall decide.

Article 13. Reporting obligation for valuable consignments

The client warrants that the value of the consignment to be transported does not exceed € 50,000. Mainfreight Express accepts the assignment explicitly under this condition. If the value of the consignment to be transported is € 50,000 or more, Mainfreight Express must be notified of the value in writing in advance of the transport. At the explicit request of the client, Mainfreight Express will attempt to contract supplemental insurance for the transport at the client's expense. Without prejudice to the provisions of article 14, if the client fails to meet this reporting obligation, then by way of determination under Article 900, Book 7, Dutch Civil Code, all liability of Mainfreight Express is excluded.

Article 14. Choice of law and the courts

- All agreements and legal relationships arising from or related to our services are exclusively governed by Dutch law.
- All disputes arising from or related to our services and our agreements will be exclusively be settled by the District Court of Gelderland, seat Zutphen.

Article 15. Euro pallets/gitter boxes (cargo carriers)

General

EURO-pallet exchange is the process whereby the sender of goods, and the receiver of goods, exchange EURO-pallets. The receiver of the goods returns (exchanges) empty EURO-pallets to the sender. In this manner, the EURO-pallets can be reused in the cycle. As such, the agreement to exchange EURO-pallets exists solely between the sender and receiver of the goods. As a transportation supplier, Mainfreight Express can facilitate the exchange process.

Exchange countries

EURO-pallet exchange is a standardized process in the following countries:

- Germany
- Austria
- Switzerland
- Belgium
- the Netherlands
- Luxemburg
- Denmark
- France

Article 16. HACCP and conditioned transport

In connection with statutory requirements for hazardous substances, the client must explicitly state in the notification that food-related goods (HACCP) are concerned. If the goods offered differ from packaged unconditioned merchandise, be sure to align them with Mainfreight Express.

Enclosure 1: Dangerous goods

Mainfreight Express transports ADR goods with the exception of the classes below and some goods with high hazard potential, these can be found on our [website](#).

Country	Dangerous goods class											
	1.4G and 1.4S only the following UN are authorized: 0336*, 0337	2.excl. gases that are subject to the ventilation regulations (CV 36) and UN 1043	3. excl. all substances with classification on code D and UN 3256	4.1excl. all substances with classification code D and DT and the UN 2304, 2448, 3176, 3221, 3222, 3231-3240	4.2 excl. UN 2447	4.3	5.1 excl. UN 2426	5.2 excl. UN 3101, 3102, 3111 to 3120	6.1excl. toxic substances of the PG I and UN 1600, 2312, 3250	7.only the following UN are authorized UN-Nr. 2908-2911	8. excl. UN-Nr. 1790,1845, 2215, 2576	9.excl. UN 2211, 3245, 3257, 3258, 3268, 3314, 3509
Belgium	nee	ja ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja	ja ¹⁰	nee	ja	ja
Denmark	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee
Germany	ja	ja ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja	ja ¹⁰	ja	ja	ja
Finland	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee
France	nee	nee ²	ja ⁸ , ¹⁰	ja ⁸ , ¹⁰	ja ⁸	ja ⁸	ja	nee ²	ja ⁸ , ¹⁰	ja	ja	ja ⁸
United Kingdom	no	ja ⁹ , ¹⁰	ja ⁹ , ¹⁰	ja ⁹ , ¹⁰	nee	nee	ja ⁹	nee	ja ⁹ , ¹⁰	nee	ja ⁹	ja ⁹
Hungary	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹	nee ¹
Ireland	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee
Italy	nee	ja ¹⁰	ja ¹⁰	ja ⁹ , ¹⁰	ja	ja	ja	ja	ja ⁹ , ¹⁰	nee	ja	ja
Luxembourg	ja	ja ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja	ja ¹⁰	ja	ja	ja
The Netherlands	nee	ja ⁷ , ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja ⁶	ja ¹⁰	nee	ja	ja
Norway	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee
Austria	nee	ja ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja	ja ¹⁰	nee	ja	ja
Poland	nee	ja ⁴ , ¹⁰	ja ⁴ , ¹⁰	ja ⁴ , ¹⁰	ja ⁴	ja ⁴	ja ⁴	ja ⁴	ja ⁴ , ¹⁰	nee	ja ⁴	ja ⁴
Portugal	ja ³	ja ³ , ¹⁰	ja ³ , ¹⁰	ja ³ , ¹⁰	ja ³	ja ³	ja ³	ja ³	ja ³ , ¹⁰	ja ³	ja ³	ja ³
Slovenia	nee	ja ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja	ja ¹⁰	nee	ja	ja
Slovakia	nee	ja ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja	ja ¹⁰	nee	ja	ja
Spain	ja ⁵	ja ⁵ , ¹⁰	ja ⁵ , ¹⁰	ja ⁵ , ¹⁰	ja ⁵	ja ⁵	ja ⁵	ja ⁵	ja ⁵ , ¹⁰	ja ⁵	ja ⁵	ja ⁵
Czech Republic	ja	ja ¹⁰	ja ¹⁰	ja ¹⁰	ja	ja	ja	ja	ja ¹⁰	ja	ja	ja
Sweden	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee	nee
Switzerland	ja ¹¹	ja ¹¹ , ¹⁰	ja ¹¹ , ¹⁰	ja ¹¹ , ¹⁰	ja ¹¹	ja ¹¹	ja ¹¹	ja ¹¹	ja ¹¹ , ¹⁰	ja ¹¹	ja ¹¹	ja ¹¹

- 1 = only on request
- 2 = only limited quantities (LQ)
- 3 = no dangerous goods from and to postcodes P-9000 to 9999 (Madeira/Azores)
- 4 = only limited quantities (LQ), resp. dangerous goods with less than 1.000 points per shipment
- 5 = no dangerous goods from and to postcodes E-07000 to 07999 (Balearic Islands), E-35000 to 35999 & E-38000 to 38999 (Canary Islands), Ceuta and Melilla
- 6 = for shipments from and to The Netherlands limited to 100 kg per dispatching day (for the whole system)
- 7 = no dangerous goods class 2.3 (only The Netherlands)
- 8 = no dangerous goods classes with Transport Category 0 (only Depot 3567, Depot 3569 and Depot 3594), UN-numbers see next table
- 9 = only limited quantities (LQ), no LQ class 2.3
- 10 = no high consequence dangerous goods according to special provision ADR 1.10.3, UN-Numbers see appendix 2
- 11 = postcode 6500 till 7999: only limited quantities (LQ) and UN-No. 2919, 3291, 3331, 3559 and 3373 because these areas are served through different tunnel
- * = UN No. 0336 is only authorized for loading via direct transport and NOT via HUB Niederaula

UN-numbers of Dangerous Goods Classes with Transport Category 0

UN class 3	UN class 4.2	UN class 4.3	UN class 6.1	UN class 9
3343	1380	1183	1051	2315
	1381	1242	1613	3151
	1383	1295	1614	3152
	1854	1340	3294	3432
	1855	1390		
	2008	1403		
	2441	1928		
	2545	2813		
	2546	2965		
	2845	2968		
	2846	2988		
	2870	3129		
	2881	3130		
	3194	3131		
	3200	3132		
	3254	3134		
	3391	3148		
	3392	3396		
	3393	3398		
	3394	3399		

Enclosure 2: Animals, plants and perishable goods

Country	Unprotected, invertebrate, live animals	Unprotected, live plants	Perishable goods
Belgium	Yes **	Yes *	Yes *
Denmark	No	No	No
Germany	No	Yes *	Yes *
Finland	No	No	No
France	No	No	No
United Kingdom	No	No	No
Hungary	No ¹	No ¹	No ¹
Italy	No	No	No
Luxembourg	Yes *	Yes *	Yes *
The Netherlands	Yes *	Yes *	Yes *
Norway	No	No	No
Austria	Yes ²	Yes *	Yes *
Poland	No	No ¹	Yes
Portugal	No	No	No
Slovenia	No ¹	No ¹	No ¹
Slovakia	No ¹	No ¹	No ¹
Czech Republic	No	No	No
Sweden	No	No	No
Switzerland	Yes **	Yes *	Yes *
Spain	No	No	No

* = only if the domicile/domicile transit times do not exceed 24 hours.

** = only ornamental fishes and domestic insects and only if the domicile/domicile transit times do not exceed 24 hours.

¹ = only on request

² = only if the door-door transit time will be not longer then 24 hours and the country of origin of the consignment is a EU member.