GENERAL TERMS & CONDITIONS 2027
MAINFREIGHT FORWARDING NETHERLANDS B.V.

Article 1 - Acceptance
These General Terms and Conditions apply to all activities of Mainfreight Forwarding Netherlands B.V. and are sent with all quotes. Copies of these general terms and conditions will be provided at no charge, upon request. By issuing an assignment to Mainfreight Forwarding Netherlands B.V. the client consents to the applicability of these terms and conditions.

Article 2 - Liability for costs
The client remains at all times jointly and severally liable for the payment of the invoices of Mainfreight Forwarding Netherlands B.V. If at the client's request, the costs must be charged to the party with the payment obligation for those charges pursuant to the terms and conditions of delivery, the client bears the costs and risk of doing so in observance of the preceding sentence.

Article 3 - 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*, AVC 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 AVC 2002 as referred to in point 1.
3) For storage, entry, removal, management and so on of goods, the Physical Distribution Conditions filed 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 bill of lading, 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 s hall prevail except with respect to provisions of mandatory law.
7) In the event of any doubt concerning the capacity in which Mainfreight Forwarding Netherlands B.V. is acting or which conditions apply, Mainfreight Forwarding Netherlands B.V. shall decide.

A copy of any of the conditions listed above will be provided at no cost upon request, and can also be downloaded from www.mainfreight.com/nl/en.

Mainfreight Forwarding Netherlands B.V. explicitly rejects the applicability of any general terms and conditions referred to by the other party. Excepting where otherwise agreed, the most recent version of the conditions referred to above applies. If the Dutch text of any of the conditions referred to above deviates from a translation thereof in another language, only the Dutch text shall apply.

Article 4 - Payment conditions, other conditions

4.1 All our listings are based on current exchange rates, fees, employment conditions and fuel prices.
4.2 The fees are exclusive of BTW/VAT.
4.3 The client for the transport remains liable for all governmental levies that must be borne in the country of import.
4.4 Mainfreight Forwarding Netherlands B.V. reserves the right to amend its rates, surcharges and other charges at any time. Unless stated otherwise, any amended rates, surcharges and charges shall apply as of the effective date communicated or published by Mainfreight Forwarding Netherlands B.V.
4.5 The Transport Logistiek Nederland Algemene Betalingsvoorwaarden (T.L.N. General Payment conditions), deposited at the Registry of the District Court at 's-Gravenhage, latest edition, are applicable. Invoices of Mainfreight Forwarding Netherlands B.V. are digital and must be paid within 14 days, excepting where agreed otherwise in writing. If the payment period is exceeded, Mainfreight Forwarding Netherlands B.V. is authorised to charge statutory commercial interest.
4.6 Report the complaint(s) on our invoice(s) only in writing to our debtors department within 8 days of the invoice date. See reference on your invoice (email: debtors.nl@mainfreight.com).
4.7 If the payment deadline is exceeded and Mainfreight Forwarding Netherlands B.V. takes steps to collect its claim, all judicial and extra-judicial costs involved in the collection of the claim will be borne by the client.
4.8 Unless a written notice of complaint is received no later than 8 days after the date of invoice, you are deemed to accept the delivery. This qualifies as a determination pursuant to Article 900, Book 7, Dutch Civil Code.
4.9 If the freight payer does not have a VAT code number, Mainfreight Forwarding Netherlands B.V. is authorised to claim payment immediately upon the assignment being issued.
4.10 Cash-on-delivery shipments: Mainfreight Forwarding Netherlands B.V. explicitly notifies that it does not offer cash-on-delivery shipment as an option.
4.11 Visible damages to a consignment caused by the transport must be reported to Mainfreight Forwarding Netherlands B.V. in writing within 24 hours after receipt, failing which all rights of complaint and/or rights to compensation expire, this without prejudice to other limitations of liability. This should also be noted on the signed bill of lading (POD). Your report will then be processed through our NCR system. Client is never entitled to offset any item against the freight charges due.

4.12 Signed bills of lading (POD): for consignments registered electronically, a signed bill of lading may, if available, be consulted at no cost up to a maximum of three months after delivery date. Bills of lading for consignments not registered electronically are subject to a fee (article 5.2). In cases of damage in transport, the signed bill of lading will be provided without these costs. The failure to provide a signed bill of lading will not, under any circumstances, lead to a delay, deferment or non-payment of the claims.

4.13 The Client is never entitled to suspend or settle payment obligations towards Mainfreight Forwarding Netherlands B.V.

Article 5 - Rate calculation method

The rates are based on a kg-sliding scale per shipment, and are calculated in euro (€). Exceptions in consultation and any other rate structure will take place to a maximum of 2 decimal places.

5.1 Paying weight

The paying weight determines the weight sliding scale applicable to the quote. The paying weight can be determined by taking the highest weight per goods line of:

- the actual gross weight
- the volume weight, which can be determined on the basis of the following premises (shipments can be measured and any additional costs for different dimensions will be charged):

EU countries excluding the CIS countries*:

1m³ 1 loading meter	= 330 kg = 1750 kg	Applicable to individual packages Applicable to pallets and LTL/FTL shipments

***C.I.S** (*Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Ukraine, Uzbekistan, Iraq, Iran, Tajikistan, Turkmenistan)*

1m³ 1 loading meter	= 300 kg = 1500 kg	Applicable to individual packages Applicable to pallets and LTL/FTL shipments

Boxes (package):

1-5 packages	Max. weight 25 kg per package Max. 5 packages separately	Calculation based on cubage: length x width x height x 330 kg (or 300 kg*)
> 5 packages	Provide on pallet	Calculation: see under pallets
Package > 25 kg	Provide on pallet	Calculation: see under pallets

Pallets/Roll containers:

Pallets	Max weight 1,000 kg (with exception of IBC). Max height: groupage: 2.20m LTL/FTL: 2.60m (for Cyprus and Spain: 2.00m)	Calculation based on loading meters: (length x width) / 2.4 x 1,750 kg (or 1,500 kg*)
Stackable** pallets	Max. weight 500 kg Max. height 1.20 m	Calculation: (l x w) / 2.4 x 1,750 kg (or 1,500 kg*) / 2
Roll containers	Max. weight 250 kg	Calculation: see under Pallets

Bundles/Crates:

Bundles ≤ 25 kg		Calculation: see under Boxes
Bundles > 25 kg		Calculation: see under Pallets + length surcharge if length > 2.4 meters (see 5.2)

Calculation payable weight shipments for LTL shipments (>2 loading meters and < FTL): for the calculation of the payable weight of LTL shipments, we assume Euro pallet and/or block pallet sizes. In case of other sized pallets, the length and width of the pallet is rounded up to 0.8/1.2/1.6/2.4 meters. Empty space next to the pallets where no standard pallets can be placed will be included in the calculation.

**** Definition of stackable:** All pallets may be indicated as stackable, if they do not weight more than 500 kg and are not higher than 1.20 m. Stackable pallets in LTL/FTL shipments will have to be delivered stacked save per 2 pieces to be invoiced as stackable (if odd number of pallets then round up to whole pallet places). Stackable means that it is possible and allowed to place a pallet on top of the stackable pallet by us as a carrier without causing an increased risk of damage during transport. For international groupage, ADR shipments are considered non-stackable for security reasons (Limited Quantities excepted). Distribution Netherlands shipments and shipments for C.I.S. countries* are not allowed to be stacked.

5.2 Surcharges

Length surcharge (pallets > 2.4 m or packages/bundles > 2.4 m with a weight > 25 kg):	
○ BeNeLux	
> 2.40 meter	€ 90.00 per shipment
○ Europe (except France and Greece)	
> 2.40 meter ≤ 4.00 meter	€ 90.00 per shipment
> 4.00 meter	On request (minimum €150 per shipment)
○ France and Greece	
> 2.40 meter	On request
Loading/unloading outside business hours (before 8:00 hrs or after 17:00 hrs)	On request [1]
Loading and unloading within a time window (during office hours 08:00-17:00 and time records based on GS1 guidelines)	
o Fixed time deliveries (0-59 minutes)	Minimum € 100.00 per time window
o 1 hour time window (60-119 minutes)	€ 65.00 [1] per time window
o 2 hour time window (120-179 minutes)	€ 45.00 [1] per time window
o 3 hour time window (180-239 minutes)	€ 35.00 [1] per time window
o 4 hour time window (= 240 minutes)	€ 30.00 [1] per time window
Same-day pick-up when registering a shipment	On request
Unloading/loading at a desired date (later than standard lead times)	€ 15.00 [1] per date

[1] not valid for C.I.S. countries

Loading/unloading times per paying weight:		
o Europa		
< 3,000 kg:		max. 0,5 hour per address
> 3,000 kg:		max. 1 hour per address
Border passage		max. 1 hour
o C.I.S.		
Loading times		
< 3,000 kg:		max. 0,5 hour per address
> 3,000 < 15,000 kg:		max. 1 hour per address
> 15,000 kg:		max. 2 hour per address
Unloading times		
< 15,000 kg:		max. 1 day per address
> 15,000 kg:		max. 2 days per address
Border passage		
< 20,000 kg:		max. 6 hours
Waiting costs:		
o Europe	(longer than the above mentioned loading/unloading times)	€ 60.00 per hour ** / max € 600.00 per day
o C.I.S. countries	(longer than the above mentioned loading/unloading times)	€ 60.00 per hour ** / € 295.00 per day **proportional rate applies for portion of an hour
Loading/unloading on islands, mountains, city centres and streets with restricted access		On request / see our website
Rates are based on pick-up/delivery with long curtain trailer (13.6 loading meters) without tail lift up to the first doorstep (unless otherwise agreed). If it is not possible to load/unload with this equipment, this should be specifically mentioned in the shipment. A surcharge may be charged if other equipment has to be used. For ES/PT, rates are based on pick-up/delivery with box trailers.		
Tail lift surcharge per country for LTL/FTL shipments (max load per pallet 1000 kg):		
○ BeNeLux		€ 75.00 per shipment
○ Germany		€ 150.00 per shipment
○ Austria, France, Italy and Switzerland		€ 200.00 per shipment
○ Other countries		On request
Moffett surcharge		On request
Register shipment at collection/delivery address (email/via a system/by telephone in advance/telephone during the trip)		€ 12.50 per registration
Break down pallets (groupage)		On request
(Re)labelling		On request
Return of packaging materials (groupage)		On request

Storage costs	€10.00 per package unit per commenced week, plus an administration fee of €5.00 per shipment. The first five working days are free of storage costs
ADR-goods	Article 7
Customs costs	Article 14
Euro pallet exchange	Article 13
Orders which are not issued by electronic systems	€ 25.00 per registration
Enclose documents with the invoice	On request
Issue of signed bills of lading (PODs): o If the customer requests these himself via our electronic systems o If Mainfreight needs to send the POD to the customer by mail	 free of charge € 16.00
Making shipment neutral	On request
Extra loading/unloading address	On request
Transport to and from countries with a currency other than the Euro may be charged with a CAF surcharge. Every quarter the surcharge will be recalculated and will be visible on www.mainfreight.com/the-netherlands/en-nz/caf-surcharge.	
Transport rates do not include fuel surcharge. The fuel surcharge is variable and will be calculated every week for the coming week based on the average diesel fuel price of the preceding week.	
A separate surcharge can apply as compensation for the toll for freight and transit traffic. In that case the surcharges for the tolls (MAUT) are listed separately in your quotation.	
As an organisation, we value the safety and protection of our employees, customers and information. To keep risks manageable, a Safe & Secure allowance of € 1.24 per shipment is charged for each shipment.	
Within the EU, a CO2 charge for sea freight has been introduced to contribute to climate change targets. Within Mainfreight, this Emissions Trading System (ETS) results in an ETS allowance for shipments transported by sea. This ETS allowance will be adjusted quarterly and published on www.mainfreight.com/the-netherlands/en-nz/info-point/transport/ets-adjustment-factor.	
More and more Dutch municipalities are introducing zero-emission zones. These zones are intended to improve air quality and reduce the emission of harmful substances in urban areas. This requires significant investments in new technologies, infrastructure, and operational adjustments. To enable this transition and ensure the continuity of our services, a zero-emission factor applies. For more information, see our website: www.mainfreight.com/en-nz/introducing-the-zero-emission-factor.	
The Truck Toll NL is a distance-based road charging system in the Netherlands under which both domestic and foreign heavy goods vehicles are required to pay for the use of motorways and certain provincial roads. This truck toll charge will be passed on to customers.	
The obligation to comply with the RO e-Transport system and obtain UIT codes for all international shipments of all types of goods to and from Romania results in a UIT allowance of € 10.00 for all import/export Romania shipments.	
For shipments to and from Poland that are subject to the SENT regulations, a valid SENT reference number and the corresponding authorisation code must be provided at the time of booking. A surcharge of € 10.00 per SENT shipment shall be charged for processing this reporting obligation.	
For shipments to and from Hungary, a valid EKAER number must be provided at the time of booking. A surcharge of € 10.00 per EKAER shipment shall be charged for processing this reporting obligation.	
Rates are based on B2B deliveries. Private shipments are on request (surcharge is a minimum of € 15.00 per shipment + any resulting charges for such things as registration (by phone) or time deliveries).	

Article 6 - Packing and marking

Goods consigned must be properly packaged and labelled with clear information, on each packaging unit, stating the product, the full address of addressee and sender, with icons indicating handling procedures, etc. Any non-current information on the packaging material must be either removed or rendered illegible. The client indemnifies Mainfreight Forwarding Netherlands B.V. for all possible damages and consequential loss resulting from improper packaging.

Individual packing units may be a maximum of 25 kg each. Individual packing units above 25 kg in weight must be provided on pallets regardless of quantity. A maximum of 5 separate boxes may be presented for shipment; consignments of 6 boxes or more must be provided on pallets. Rates for transportation of pallets heavier than 1000 kg are on request. Any packing lists used must be affixed to the consignment.

6.1 Canary Islands, United Kingdom and island destinations Portugal

An increasing number of countries are requiring ISPM 15 for wood packaging, including pallets, entering their country upon import. Shipments containing packaging wood and wood packaging not bearing the ISPM 15 mark may be stopped at the border, sent back or even destroyed. For cross-border traffic within the European Union (including Switzerland), ISPM 15 does not apply.

Article 7 - ADR goods

Mainfreight Forwarding Netherlands B.V. transports almost all ADR goods. The exceptions are shipments of classes 1, 2.3, 5.2, 6.2 and 7. Also excluded are goods with a high hazard potential. Further explanation and the list of exclusions can be found on our website.

If the customer offers dangerous goods for transport, they must comply with the statutory requirements. For these requirements, which relate to packaging, the transport document and labelling, please refer to our website. Failure to comply with these requirements may result in Mainfreight applying an Incorrect ADR Documentation Fee of at least € 25.00 per shipment, or an Incorrect Goods Description Fee of at least € 25.00 per shipment where the goods description is incorrect.

With regard to lithium batteries, Mainfreight only transports shipments that are packed in accordance with packing instruction P903. Other variants can be transported via our Urgent & Special Services department on request. For possibilities and rates, please contact Mainfreight Forwarding Netherlands B.V. in advance.

A number of UN numbers within ADR contain the special provision CV36. Within our German network, these are not included in regular transport. Should your ADR shipment to/from Germany contain this special provision, please contact Mainfreight Forwarding Netherlands B.V. for the possibilities and rates.

Cost
The ADR surcharge will automatically be billed at the moment that a consignment is classified for the ADR. No surcharge is billed for shipments that fall under the "Limited Quantities" rule, except when these shipments also will be transported by sea. In that case, a surcharge (IMDG) is applicable. For options and rates please contact Mainfreight Forwarding Netherlands B.V.

The cost of transporting ADR is as follows:
- Hazardous substances by sea (IMDG): UK, Ireland, Sweden, Finland, Norway and island deliveries to the following countries: Denmark, Spain, Portugal, Germany, France, Italy: 15% on the agreed price of the entire shipment with a minimum of € 75.00- and a maximum of € 275.00 per shipment. Classes 2.1, 4.1, 4.2, 5.1 and 5.2 can only cross water on request;
- Armenia, Azerbaijan, Georgia, Iran, Kazakhstan, Kyrgyzstan, Ukraine, Uzbekistan, Tajikistan, Turkey and Turkmenistan: ADR surcharge: 15% on the agreed price of the entire shipment with a minimum of € 100.00 and a maximum of € 275.00 per shipment. ADR shipments are on request.
- Cyprus and Greece islands: ADR on request
- ADR surcharge, all other destinations: 15% over the agreed price of the entire shipment with a minimum of € 30.00 and a maximum of € 275.00 per shipment.

Article 8 – HACCP, excisable products and veterinary and phytosanitary goods
If the goods offered in shipments differ from packaged, non-conditioned commercial goods, prior arrangement with Mainfreight Forwarding Netherlands B.V. is required. Due to legal regulations regarding co-loading with hazardous substances, the client must explicitly state in the booking that the goods are food-related (HACCP). Transport of excisable goods and veterinary (of animal origin) / phytosanitary (of plant origin) products is only possible if coordinated in advance. Rates for this are available upon request. If the goods are not correctly described, Mainfreight may apply an incorrect goods description fee of at least € 25.00 per shipment.

Article 9 - REACH (Registration, Evaluation, Authorisation and Restriction of Chemical Substances), European Chemicals Regulation (Regulation 1907/2006/EC)
REACH is applicable to every company producing, importing, distributing or using chemicals, preparations and/or objects using chemicals in the European Union. Mainfreight Forwarding Netherlands B.V. does not have end responsibility for REACH and cannot be classified as importer under REACH. The final responsibility for compliance with REACH remains with the client. Consequently, Mainfreight Forwarding Netherlands B.V. assumes that the client itself complies/will comply with the obligations under REACH. When a consignment subject to REACH is registered with Mainfreight Forwarding Netherlands B.V., the REACH registration number must be notified to Mainfreight Forwarding Netherlands B.V. as follows:
"REACH:" followed by the registration number.
Substances for which registration numbers cannot be given or are not found on the list cannot be accepted for handling by Mainfreight Forwarding Netherlands B.V.

Transport is not covered by REACH and is another legislation. For documents relating to transport we will copy you to a copy of the self-contained (pre) registration number with the shipping documents. However, we advise you to contact the Information Center at +3188-4890000 of the IL&T (see www.ilent.nl/contact) if you have any doubts or questions. Addition can be found from the checklist and roadmap on the site of the state government www.chemischestoffengoedgeregeld.nl.

Article 10 - Registration and cancellation procedure
Shipments must be submitted electronically via EDI or an internet portal. Upon submission, the customer is required to provide an accurate, complete and sufficiently specific description of the goods. Overly generic or insufficiently detailed goods descriptions, such as "General Goods", are not permitted. Where the goods description is inaccurate, incomplete or insufficiently specific, Mainfreight reserves the right to charge an Incorrect Goods Description Fee of no less than EUR 25.00 per shipment. Incorrect goods descriptions may result in delays, inspections, refusal of the shipment or other measures imposed by customs authorities and other regulatory authorities. Any and all costs, damages and other consequences arising therefrom shall be entirely for the account and risk of the customer.

Groupage (up to 3500 kg payable weight/2 loading meters/5 euro pallets/4 block pallets):
- Distribution Netherlands and export: no later than 4 pm, 1 working day prior to collection date
- Import: no later than 12 pm, 1 working day prior to collection date

Please contact us for possibilities for pick up the same working day.

LTL/FTL (from 3500.01 kg payable weight/2.01 loading meters/6 euro pallets/5 block pallets):
- Europe: no later than 1 working day prior to collection date before 12 pm
- C.I.S. countries: 2-3 working days prior to collection date

LTL/FTL shipments are loaded directly and, without notice, may not be included in groupage shipments.

Cancellations:
Cancellations can only be done in writing and the following costs will be charged:
- Europe:
  - Cancellation on the working day prior to collection date after 12 pm and before 4 pm = 70% of the agreed shipping rate
  - Cancellation on the working day prior to collection date after 4 pm = 100% of the agreed shipping rate
  - Cancellation on the working day of pickup = 100% of the agreed shipping rate

- C.I.S. countries
  - Cancellation two working days prior to collection date = 25% of the agreed shipping rate
  - Cancellation on the working day prior to collection date after 8.30 am = 100% of the agreed shipping rate
  - Cancellation on the working day of pickup = 100% of the agreed shipping rate

Dead freight:
Dead freight is reserved capacity that is not or partly being used. This may occur because goods are not ready, a wrong address or a closed address. Dead freight will be charged with the agreed shipping rate. If we have to make a second delivery attempt, both the first and second transport costs will be charged. If a shipment, at the request of the freight payer, needs to remain temporarily at Mainfreight, it may be returned at the freight payer's expense after 10 working days.

Article 11 - Terms of delivery
Mainfreight Forwarding Netherlands B.V. uses the Incoterms of the international Chamber of Commerce (Incoterms 2010). You can find these on our website www.mainfreight.com/IncotermsNL-EN. The cost for subsequently changing the terms of delivery (incoterms) is € 45.00 per shipment.

Article 12 – Transit times
The specified delivery or transit times are indicative and no rights can be derived from them. For timely pickup and delivery of shipments, it is very important that Mainfreight is in possession of the contact information of both the pickup address and the receiving address. Transit times for length, ADR and customs shipments may differ from our standard transit times.

Article 13 - Euro pallets/gitter boxes (cargo carriers)
EUR-pallets will not be exchanged unless expressly agreed in writing. Where it has been agreed that EUR-pallets will be exchanged, such exchange shall be carried out in accordance with the "Mainfreight EUR Pallet Exchange Terms and Conditions", available at www.mainfreight.com/palletpoolNL-EN.

Article 14 - Documentation/clearance/export declaration costs
For shipments to and from countries outside the EU, the following documents are required in addition to the original commercial invoice (for the requirements regarding this invoice, please refer to our website) and packing list. The following costs will be charged for this:

- Customs documentation: inclusive 1 HS code per document, each additional HS code is € 8.00 per HS code
  - Registration for import € 63.00 per shipment (one-time signed Direct Representative required)
  - Registration for export € 46.00 per shipment (one-time signed Direct Representative required)
  - Transit documentation € 51.00 per shipment
- Certificates of origin:
  - ATR € 58.00 per document (one-time signed Form Power of Attorney required)
  - COO € 68.00 per document (one-time signed Form Power of Attorney required)
  - EUR-1 certificate € 82.00 per document (one-time signed Form Power of Attorney required)
- Other documents (if required by the government/tax authority):
  - Product certificate to be supplied by sender
  - Letter of Credit: € 35.00 per document
  - Electronic administrative document (e-AD for alcohol) to be supplied by sender

The above customs documents are also required for a single shipment within the EU. For more information please visit: www.belastingdienst.nl/wps/wcm/connect/en/customs/customs. If the correct documentation is not provided, Mainfreight may apply an incorrect customs fee of at least € 25.00 per shipment.

Other costs to be taken into account:

- Advance commission: 3% with a minimum of € 40.00 on the advanced VAT, import duties and other advanced governmental charges.
- Currency Risk Surcharge: where costs are paid by us in a foreign currency, a currency risk surcharge of 3.5% shall be charged on any VAT, import duties and other government levies advanced by us on behalf of the customer.
- Inspection goods for which Mainfreight or a 3rd party has drawn up an (export and/or import) document and this document has to be checked by customs on (our) location: € 50.00
- Hand over fee; if we have to provide a 3rd party with information for the preparation of customs documentation or having EUR-1 certificates made out by third parties stamped: € 25.00
- Add / purge externally formatted export document to a by Mainfreight created collective transit document: € 20.00. These are mandatory costs if a 3rd party is used for customs.
- Storage costs: € 10.00 per started week per packing unit + € 5.00 administration costs per shipment. The first 5 workable days are free of storage costs.
- We will charge you 1-on-1 for costs arising from audits by government agencies and third parties.
- For the countries Serbia, Bosnia, Montenegro, Kosovo, Albania and Northern Macedonia, customs fees are based on customs clearance through our partner Intereuropa. Additional charges may apply for customs clearance other than through Intereuropa.

In an international transaction, buyer and seller usually agree on an ICC Incoterms® 2010 or 2020 rule. This determines the rights and obligations of both parties with regard to transport, insurance, permits and customs formalities. Shipments with the following incoterms can be handled by Mainfreight:

- DAP (Delivered at Place) plus reference of the agreed place of unloading (=delivery address)
- DDP (Delivered Duty Paid) plus reference of the agreed place of unloading (=delivery address)
- FCA (Free Carrier) plus reference of the agreed place of loading (= loading address)
- EXW (Ex Works) plus reference of the agreed place of loading (= loading address)
- CPT (Carried Paid to) plus reference of the agreed place of unloading (=delivery address)
- CIP (Carriage and Insurance Paid to) plus reference of the agreed place of unloading (=delivery address)

- DAT (Delivered at Terminal) plus reference of the agreed customs terminal (=delivery address)

We advise you to advise your customers to use these Incoterms. Mainfreight charges the principal the freight costs (regardless of the incoterm) from loading to unloading address.

The principal indemnifies Mainfreight Forwarding Netherlands B.V. for all damages and costs, under whatever heading, that arise due to the incorrectness of the data provided by the principal as well as for all (fiscal) assessments by (customs) authorities for whatever reason (see article 3.4). Mainfreight Forwarding Netherlands B.V. is also not responsible for delays/costs that occur through the actions of the importer's clearing agents.

Article 15 - Customs legislation for export outside the EU, direct representation

The client (exporter) is the declarant for the goods. The client is responsible for the content of the declaration and is liable for the fulfilment of the obligations relating to the filing of the declaration. In addition, the client (exporter) bears the administrative obligation for the declarations and documents. Mainfreight can only submit declarations on behalf of the client (exporter) as direct representative of the client (exporter) for export or re-export.

The following conditions apply:

- The client (exporter) must authorize Mainfreight Customs Clearance B.V. and our agent in writing to act on behalf of the exporter;
- Mainfreight Customs Clearance B.V. remains responsible, within the scope of criminal law, for the correctness of its own actions as direct representative;
- Mainfreight Customs Clearance B.V. cannot file declarations for export and re-export in its own name and on its own account;
- The client indemnifies Mainfreight Customs Clearance B.V. and Mainfreight Forwarding Netherlands B.V. 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.

Article 16 - Transport by third parties

Mainfreight Forwarding Netherlands B.V. is authorised to have the transport carried out by third parties. In cases of third-party transport, Mainfreight Forwarding Netherlands B.V. will act solely as forwarding agent and not as transporter. The activities of Mainfreight Forwarding Netherlands B.V. as forwarding agent are subject to the most recent version of the Dutch Forwarding Conditions (2004), excluding the arbitration clause.

Article 17 – Transporters' liability (national/international)

Whenever Mainfreight Forwarding Netherlands B.V. conducts international or national transports, the CMR convention or, in supplement there to, the General Transport Conditions 2002 (AVC 2002) apply. These provide for a limitation of liability which may limit the transporters' liability to less than the total amount of the value of the consignment. For full coverage of the actual value of the goods during transport, the client is strongly advised to insure goods against the risks of transport. If desired, the Mainfreight Group can arrange for supplemental insurance at very competitive rates. For the options and rates, contact the Insurance division of the Mainfreight Group. This additional insurance is not available for logistics service providers and carriers.

Article 18 - Reporting obligation for valuable consignments

The client warrants that the value of the consignment to be transported does not exceed € 50,000. Mainfreight Forwarding Netherlands B.V. accepts the assignment explicitly under this condition. If the value of the consignment to be transported is € 50,000 or more, Mainfreight Forwarding Netherlands B.V. must be notified of the value in writing in advance of the transport. At the explicit request of the client, Mainfreight Forwarding Netherlands B.V. will attempt to contract supplemental insurance for the transport at the client's expense. Without prejudice to the provisions of articles 18 and 19, 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 Forwarding Netherlands B.V. is excluded.

Article 19 - 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.