Terms and Conditions 2027
Mainfreight Express

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 - 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 half euro pallet (60 * 80 cm) or length x width ≤ 0.7 m2 = 100 kilogram
  - 1 euro pallet (120 * 80 cm) or length x width > 0.70 ≤ 1.10 m2 = 200 kilogram
  - 1 block pallet (120 * 100 cm) or length x width > 1.10 m2 = 250 kilogram

Maximum dimensions

Parcel	Maximum weight per parcel	31.5 kg
	Maximum length per parcel	300 cm
	Maximum outline per parcel (2*width + 2*height + 1*length)	450 cm

Packages > 31.5 kg will be placed on a pallet and charged in accordance with the above calculation rules (subject to a minimum chargeable weight of 100 kg).

Half euro pallet Maximum 100 * 60 cm

Pallets	Maximum height	220 cm
	Maximum weight per pallet	1000 kg
	Maximum length per pallet	200 cm
	Maximum width per pallet	100 cm
	Maximum square meter of the pallet (length * width)	1.79 m2

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

Article 2 - 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 € 87.50

If the goods offered in shipments differ from packaged, non-conditioned commercial goods, prior arrangement with Mainfreight Express Netherlands is required. Transport of excisable goods 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 per shipment.

If the customer presents dangerous goods for transport, these must meet the statutory requirements. The customer is responsible for correct labelling (including labelling on the outside of the truck), approved packaging, the transport document and the consignor's declaration. If the shipment concerns a hazardous substance, the UN number and substance name of the relevant substance must be stated in the order to Mainfreight Express. If a shipment is sent to the relevant destination despite the restrictions in appendix 1, a fine of €520 applies.
Due to legally imposed ADR/IMDG restrictions and mixed loading prohibitions for certain UN codes, the duration of your shipment may deviate from our standard duration.

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 3 Surcharges

- Notification of shipments to consignees by phone/email/in a system **€ 12,50 per shipment**
- Shipments not registered electronically **€ 15,- per shipment**
- Proof of delivery (POD) for consignments not registered electronically **€ 16,-**
- Unloading/loading on a specific desired date **€ 15,-**
- Rates are based on B2B deliveries. Surcharge private deliveries **€ 20,-**

If a shipment is declared as a business delivery (B2B) at the time of booking, but upon delivery proves to be a private delivery (B2C), Mainfreight Express reserves the right to charge a surcharge of €20.00, plus any additional administrative costs, afterwards.

Safe & Secure allowance
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.

Currency Adjustment Factor
Shipments to and from countries whose currency is other than the euro may be subject to a Currency Adjustment Factor (CAF) surcharge. This surcharge is recalculated quarterly and will be published on www.mainfreight.com/en-nl/info-point/transport/caf-surcharge.

ETS allowance
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.

Zero-emission
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 surcharge applies. For more information, see our website: www.mainfreight.com/en-nz/introducing-the-zero-emission-factor.

Truck Toll
The truck toll 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 NL charge will be passed on to customers.

Article 4 Lead times
The delivery time begins upon collection of the consignment(s) and ends upon delivery to the addressee. For delivery times, see the applicable tables.
For shipments to be collected in South Limburg (postcodes 6100 to 6499) and all islands, standard lead times do not apply.

Time deliveries

- Delivery before 10.00 am surcharge € 55,-

(only possible for a number of zip codes in Germany, Poland, Luxembourg and Czech Republic)

- Delivery before 12.00 pm (noon) surcharge € 30,-

(only possible for a number of zip codes in Germany, France, Belgium, Denmark, Luxembourg, Switzerland, Austria, Czech Republic, Norway, Poland, Portugal, Sweden, Great Britian and The Netherlands).

Article 5 Registration of consignments
Every transport order must be confirmed in writing. If we reserve capacity, but this is not or only partially used this is called error cargo, this can occur because, among other things, goods are not ready, no one is present or a wrong address has been given. In case of error freight, we are entitled to charge the agreed freight 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.

Export shipments must be registered no later than 10.30 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 6 - 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 7 - Customs handling
Mainfreight Express must have access to the correct documents and a one-time signed Direct Representative to properly carry out your assignment. 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 € 63.- per shipment
- Registration for export € 46.- per shipment
- Transit documentation € 51,- per shipment

Certificates of origin:
- ATR € 58,- per document (one-time signed Form Power of Attorney required)
- COO € 68,- per document (one-time signed Form Power of Attorney required)
- EUR-1 certificate € 82,- 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,- 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 per shipment.

Advance commission
3% with a minimum of € 40,- 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.

Safe & Security Declaration (United Kingdom)
For shipments to the United Kingdom, a surcharge applies for the Safe & Security Declaration. The amount depends on the customs clearance process:
- €40.00 if our UK agent does not handle the customs clearance.
- €12.50 if our UK agent does handle the customs clearance.

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 on the day of shipping before 4.00 pm to cs.mainfreightexpress@mainfreight.com. In addition, the accompanying consignment note should be provided with the relevant document number. The document itself should be handed over to the driver.

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 8 - 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 9 Insurance
If you have not arranged your own transport insurance, your shipments may, under certain circumstances, be insured up to a maximum of €50,000 per shipment, unless otherwise agreed in writing with Mainfreight Express. This insurance does not apply to logistics service providers and carriers; in such cases, the standard CMR conditions apply. All-risk insurance is available upon request.

Article 10 Euro pallets/gitter boxes (cargo carriers)
General
EURO pallets will not be exchanged unless expressly agreed otherwise. 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 11 Registration of consignments
In principle, Mainfreight Express accepts all types of goods, with the exception of precious metals, precious stones, jewellery, pearls, money, coins, art, securities, certificates, weapons, ammunition, radioactive substances, gas cylinders and nuclear fuels. Transport of excisable goods, goods containing hazardous substances (for a detailed country-specific overview, please refer to attachment 1), goods requiring temperature-controlled transport or subject to decay, live animals, veterinary (animal origin), phytosanitary (vegetable) products (see attachment 2) or goods other than packaged unconditioned trade goods can only be accepted after consultation. Rates are available on request. In connection with legal requirements for co-loading with hazardous substances, the customer must explicitly state in the notification if it concerns food-related goods (HACCP). Mainfreight Express is entitled to refuse all goods mentioned above. All costs resulting from orders regarding these goods shall be for the account of the customer.

Article 11.1 - 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 12 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 13 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 14 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 15 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.

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. If a shipment is sent to the relevant destination despite the restrictions below, a fine of €520 applies.

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 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	no	yes[10]	yes[10]	yes[10]	yes	yes	yes	yes	yes[10]	no	yes	yes
Denmark	no	no	no	no	no	no	no	no	no	no	no	no
Germany	yes	yes[10]	yes[10]	yes[10]	yes	yes	yes	yes	yes[10]	yes	yes	yes
Finland	no	no	no	no	no	no	no	no	no	no	no	no
France	no	no[2]	yes[8, 10]	yes[8, 10]	yes[8]	yes[8]	yes	no[2]	yes[8, 10]	yes	yes	yes[8]
United Kingdom	no	no	no	no	no	no	no	no	no	no	no	no
Hungary	no[1]	no[1]	no[1]	no[1]	no[1]	no[1]	no[1]	no[1]	no[1]	no[1]	no[1]	no[1]
Ireland	no	no	no	no	no	no	no	no	no	no	no	no
Italy	no	yes[10]	yes[10]	yes[9, 10]	yes	yes	yes	yes	yes[9, 10]	no	yes	yes
Luxembourg	yes	yes[10]	yes[10]	yes[10]	yes	yes	yes	yes	yes[10]	yes	yes	yes
The Netherlands	no	yes[7, 10]	yes[10]	yes[10]	yes	yes	yes	yes[6]	yes[10]	no	yes	yes
Norway	no	no	no	no	no	no	no	no	no	no	no	no
Austria	no	yes[10]	yes[10]	yes[10]	yes	yes	yes	yes	yes[10]	no	yes	yes
Poland	no	yes[4, 10]	yes[4, 10]	yes[4, 10]	yes[4]	yes[4]	yes[4]	yes[4]	yes[4, 10]	no	yes[4]	yes[4]
Portugal	yes[3]	yes[3, 10]	yes[3, 10]	yes[3, 10]	yes[3]	yes[3]	yes[3]	yes[3]	yes[3, 10]	yes[3]	yes[3]	yes[3]
Slovenia	no	yes[10]	yes[10]	yes[10]	yes	yes	yes	yes	yes[10]	no	yes	yes
Slovakia	no	yes[10]	yes[10]	yes[10]	yes	yes	yes	yes	yes[10]	no	yes	yes
Spain	yes[5]	yes[5, 10]	yes[5, 10]	yes[5, 10]	yes[5]	yes[5]	yes[5]	yes[5]	yes[5, 10]	yes[5]	yes[5]	yes[5]
Czech Republic	yes	yes[10]	yes[10]	yes[10]	yes	yes	yes	yes	yes[10]	yes	yes	yes
Sweden	no	no	no	no	no	no	no	no	no	no	no	no
Switzerland	yes [11]	yes [11, 10]	yes [11, 10]	yes [11, 10]	yes [11]	yes [11]	yes [11]	yes [11]	yes [11, 10]	yes [11]	yes [11]	yes [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

The dispatch of shipments with “Excepted Quantities” (EQ) via HUB Niederaula is generally excluded.

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.