

GENERAL TERMS AND CONDITIONS WIJSEN LOGISTICS

1. Unless specified and agreed otherwise in writing, these General Terms and Conditions apply to all offers and agreements with Transportbedrijf Wijzen Maastricht BV, also referred to as WIJSEN LOGISTICS.

2. Depending on the nature of the work, the most recent versions of the following (general) terms and conditions apply to all our transport activities:

- Road transport within the Netherlands: Algemene Vervoerscondities 2002 Stichting Vervoeradres)
- Cross-border road transport: the CMR convention, supplemented by the Algemene Vervoerscondities 2002 Stichting Vervoeradres)

The aforementioned general terms and conditions can be viewed and can be saved as a PDF by clicking on the link of the terms and conditions. They can be viewed at <https://wijzen.nl/en/about-wijzen/conditions/> and will be sent free of charge on request. The applicability of general terms and conditions used by the other party is hereby expressly rejected.

3. All of WIJSEN LOGISTICS's fees and costs are exclusive of VAT, other taxes, duties, levies and customs charges. For deliveries executed with a loading bridge, a flat fee of € 75,- will be charged. For deliveries executed with a small vehicle with loading bridge, a flat fee of € 100,- will be charged. For Euro pallet exchange a flat fee of € 1,00- per pallet will be charged.

4. For the loading and unloading of WIJSEN LOGISTICS vehicles, the following time is included in the price: Shipments up to 2 pallets: Max. 20 min; Shipments of 3 to 17 pallets: up to 1 hour. For FTL shipments: up to 2 hours. Excess time will be charged at € 65,- per hour that has commenced.

5. Cancellations of shipments shall be communicated to WIJSEN LOGISTICS no less than 24 hours in advance. In case of a late cancellation, WIJSEN LOGISTICS reserves the right to charge 75% of the freight costs.

6. Offers are valid for a period of 14 days and only bind WIJSEN LOGISTICS if the corresponding order has been confirmed by WIJSEN LOGISTICS in writing.

7. Delivery times are merely indicative. Limited, and reasonable delays do not entitle the customer to claim any damages.

8. WIJSEN LOGISTICS has the right, before or during the execution of any customer order to request a bank guarantee. If WIJSEN LOGISTICS's confidence in the creditworthiness of the customer is shaken by judicial proceedings against the customer or other similar events, such as: the appointment of a provisional administrator, the filing of a request in accordance to the company continuity law, etc., WIJSEN LOGISTICS retains the right suspend the further execution of its contractual obligations and to demand additional securities or warranties.

9. Invoices are, unless specified and agreed otherwise in writing, payable within fifteen calendar days after the invoice date.

10. In addition to any other rights and remedies WIJSEN LOGISTICS may have under the applicable law, any delay in payment by the customer will cause interests to accrue, automatically and without notice, at the statutory rate determined by the Dutch law on late payments in commercial transactions.

11. The outstanding balance which is not paid on the due date of each invoice will also be increased by 10%, with a minimum of € 100,- and a maximum of € 7500,- to cover all administrative and recovery costs.

12. The non-payment of a single invoice makes the outstanding balance of all other invoices due and recoverable.

13. To be valid, any complaint concerning the performed services, the shipment or the content of the invoice, must be made by registered mail within five days of receipt of the transported goods, or the invoice respectively. Late complaints or complaints that are not sent by registered mail are inadmissible and are considered non-existent.

14. The customer guarantees that no third party intellectual property rights will be violated by the delivery or storage of goods or provision of services by WIJSEN LOGISTICS for the customer. The customer shall indemnify and compensate WIJSEN LOGISTICS regarding all third party claims against WIJSEN LOGISTICS, except where such claims are caused by a serious contractual breach by WIJSEN LOGISTICS.

15. The execution term of any of WIJSEN LOGISTICS's obligations shall be extended with a reasonable period of time, if the execution is prevented by force majeure. The following cases shall be considered as force majeure events: strikes, sudden illness of staff, late or delayed deliveries by third parties, natural disasters, war, measures taken by the government, terrorism, etc.

16. The customer shall insure all goods entrusted to WIJSEN LOGISTICS for shipment or storage in case a higher value than mentioned in AVC or CMR is wanted by the customer. At the express request of the client, WIJSEN LOGISTICS can take out an all-risk insurance in the name and for the account of the customer. The cost of this insurance will be invoiced to the client.

17. In the event that any provision of these Terms and Conditions shall be determined to be unlawful or unenforceable, such provision shall be deemed severed from the other General Terms and Conditions, whereas every other provision shall remain in full force and effect, and the unlawful or unenforceable provision shall be substituted by a provision of similar import, reflecting the original intent of the clause, to the extent permissible under the applicable law.

18. The courts of the judicial district of Limburg, division Maastricht, are competent to settle all disputes between the customer and WIJSEN LOGISTICS.