

GENERAL INFORMATION SERVICES MOL LOGISTICS (NETHERLANDS) B.V.

1. On all of our services apply the Logistics Services Conditions (LSC) 2014, including the Arbitration clause, as filed by FENEX (Netherlands Association for Forwarding and Logistics) and TLN (Transport and Logistics Netherlands), with the district court of Rotterdam on 2 April 2014 under number 28/2014. Based on article 2.4 and 2.5 LSC all freight forwarding, fiscal and customs activities will be governed by the Dutch Forwarding Conditions with exclusion of article 23. Settlement of disputes, not governed by the Arbitration clause but related to the activities agreed to, will be done by the competent court in Rotterdam. Dutch legislation will be applicable.
2. Our office hours are Monday to Friday 08:30 am till 17:00 pm. Applicable warehouse and/or delivery/pick-up times of consignments will be mentioned on the booking confirmation/release. Our offices are closed on Public Holidays.
3. Safety of people and environment is important to us. The government has the same point of view regarding these issues. Because of this, all means of transport which will be checked by any government organization will without exception have to be verified for the presence of toxic fumes. The same “gas-check” will be performed, randomly or if the information/situation dictates so, on the means of transport unloading at a warehouse.
 - a. Any costs resulting from these checks, direct or indirect due to delays etc., will be for account of the Principal. These charges will have an open cost calculation.
4. Charges like, but not limited to, demurrage and detention, will always be for account of the Principal.
5. In case of change or cancellation of a booked order the costs resulting from this change or cancellation will be charged to the Principal. Basis for these charges will be the actual costs already made and not the rate for the service agreed to.
6. Instructions will always be confirmed as soon as possible but no later than two working days. This confirmation will if possible show an expected loading and unloading time and date or the request for additional information if deemed necessary.
7. When making a request or actual booking it is advisable to mention the preferred means of transport and preferred delivery date and time.
8. Principal is responsible for providing timely all relevant details regarding the booking made. These details include at least:
 - a. Customs status of the goods together with documentation needed or provided.
 - b. Quantity, packaging, weight, volume and description of the goods.
 - c. In case of “Dangerous Goods” the classification according to the IMO/IATA-ICA/ADR must be mentioned according to the Material Safety Data Sheet for these goods.
 - d. A packinglist or further specification of the goods. If the shipment is loaded into two or more transport units (like 2 containers) a specification per unit must be provided.
9. Outgoing consignments from a warehouse sold with Incoterm®2010 EXW will always be treated and invoiced to Principal as FCA transportunit (i.e. trailer, container etc.). All costs before loading has been finalized will be for account of Principal.
10. Irrespective of the Incoterm® used the Principal will always be responsible for the timely and correct release of customs documentation.
11. Storage of goods in a warehouse will always be based on the combination of origin/article/lotnumber per pallet.
12. Goods in storage in our warehouse or a third party warehouse under our control can always be tracked and the actual stock status viewed via our web portal. We encourage the use of the portal to retrieve real-time information 24/7.
13. In the event that VAT, Duties, Excise or other levies are to be paid to the government, we will charge these costs always to Principal unless otherwise agreed upon.

14. Should, in order to perform a requested operation, goods have to be declared with Customs the Principal will provide us timely with all necessary details such as, but not limited to:
 - a. Commercial invoice related to the goods
 - b. Specification per article with at least
 - i. Clear description of the goods (commodity)
 - ii. Quantity
 - iii. Origin
 - iv. Weight (net – gross)
 - v. Taric – the taric will always be confirmed by us. If no taric is provided we will establish one and ask to have this confirmed by Principal before actually applied.
 - c. Dependent on the Incoterm® used; a specification of freight, insurance and other costs
15. Chargeable Weight: Volume, weight and volumetric weight
 - a. The volume of the consignment is calculated as the sum of the Width x Length x Height per package
 - b. The weight is always the gross weight including pallets, wrapping etc.
 - c. The Volumetric Weight is calculated differently per mode of transport using the following rules:
 - i. Seafreight $1 \text{ m}^3 = 1000 \text{ kg}$
 - ii. Roadfreight $1 \text{ m}^3 = 333 \text{ kg}$
 - iii. Airfreight $1 \text{ m}^3 = 167 \text{ kg}$
 - d. The applicable rate will be established on the weight or the volumetric weight, whichever best
 - e. In addition to above with Roadfreight 1 loadingmeter (1 meter floor-space on the full width of the trailer = 1 LDM) is considered to be equivalent to 1750 kg
 - f. Possibilities and rates for special requests (large volume, heavy weight, odd center of gravity, etc.) are always on request
16. Mentioned rates in offers are, unless otherwise indicated, without diesel fuel surcharge. In Roadfreight this surcharge is based on the consumer-price including vat and fluctuates monthly. In Airfreight and Seafreight the surcharge is established by the Carrier (Airline or Shipping Company)
17. Latest fuel surcharges and information is found on <http://mol-logistics.nl/academy/dieseltoeslagen-toeslagen> (Dutch language only).
18. Rates and offers are, if applicable, always excluding surcharges for Dangerous Goods unless agreed otherwise.
19. The time needed for (un)loading of goods is partially included in the rate. The actual time is different per modality and the nature of the consignment but will always be specified in the offer/agreement/contract/order confirmation. Excessive time will be charged based on the actual costs.
20. Insurance: MOL Logistics (Netherlands) BV will **not** arrange transport-, storage or any other insurance related to the consignment or service unless agreed upon in writing. MOL Logistics (Netherlands) BV reserves the right to refuse a request for an insurance.