

General Conditions of GLS Netherlands

Article 1 Definitions

The terms below have the following meanings in these General Conditions:

- **ADR:** Agreement relating to the transport of dangerous goods by road and corresponding annexes in which materials are categorised in hazard classes on account of their characteristics.
- **Shipper:** The person who enters into an agreement with GLS regarding transport of goods, Logistic Services and/or Dispatch.
- **GCT:** The last version of the General Conditions of Transport (now GCT 2002). A copy shall be sent by GLS upon request and can also be consulted on its website.
- **Business Freight:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Dispatch and Delivery Addresses are situated within the Netherlands.
- **Business Parcel:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Dispatch and Delivery Addresses are situated within the Netherlands.
- **CMR:** The Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956) and supplementary Protocols. A copy shall be sent by GLS upon request and can also be consulted on its website.
- **European Union:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Dispatch and Delivery Addresses are situated in two different countries within the European Union.
- **Euro Business Freight:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Dispatch and Delivery Addresses are situated in two different countries within the European Union.
- **Euro Business Parcel:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Dispatch and Delivery Addresses are situated in two different countries within the European Union.
- **Dispatch:** The agreement whereby GLS undertakes, vis-à-vis the Shipper, to conclude in its own name or in the name of the Shipper a transport contract with a third-party carrier. GLS shall not be regarded as the carrier in the case of Dispatch.
- **Express Parcel:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Dispatch and Delivery Addresses are situated within the Netherlands, with the exception of the West Frisian Islands.
- **Euro Express Parcel:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Dispatch and Delivery Addresses are situated in two different countries within the European Union.
- **FENEX Conditions:** De laatste versie van de Nederlandse Expeditie Voorwaarden (FENEX) op het moment van het verrichten van de handelingen/werkzaamheden (thans 1 juli 2004). Een exemplaar wordt op verzoek door GLS toegezonden en is tevens te raadplegen op haar website;
- **Consignee:** Natural person or legal entity to whose address the Consignment must be delivered.
- **Global Business Parcel:** A Consignment that meets the requirements specified for this product by GLS, as can be found, for instance, on the product card and whose Delivery Address is situated outside the European Union.
- **GLS:** The private company with limited liability General Logistics Systems Netherlands BV.
- **Cross-border transport by road:** Relocating goods by road by means of a vehicle, whereby the place where the goods are accepted for transport by GLS and the destination where the delivery to Consignee takes place are situated in different countries.

- **IATA:** International Air Transport Association.
- **Logistic Services:** All activities, such as special services, loading and unloading, entry, storage and removal, stock management, order processing, order picking and distribution, display set-up, repackaging, assembly, invoicing, preparing goods for dispatch, with the exception of transport and Dispatch.
- **Non-Conveyable:** A Consignment that due to its nature, size, form or packaging cannot automatically be sorted is processed by hand. This includes in any case (a) a Consignment that in the opinion of GLS has been packed in a faulty manner, contains protruding parts, does not have a flat bottom and/or whose centre of gravity is above the centre, (b) cylindrical containers (tubes) and/or rolls, (c) a Consignment that can be damaged by automatic sorting, (d) a Consignment that can cause damage to automatic or other sorting systems and (e) all other Consignments regarded by GLS as not being automatically sortable.
- **P.D. Conditions:** The Physical Distribution Conditions 2000 of TLN (Transport en Logistiek Nederland), filed with the Registry of the District Court of Amsterdam (90/2000) and with the Registry of the District Court of Rotterdam (67/2000). A copy shall be sent by GLS upon request and can also be consulted on its website.
- **Transport by road:** Relocating goods by road by means of a vehicle within the Netherlands.
- **Dispatch address:** The address where a Consignment is offered to GLS for dispatch.
- **Shipping costs:** The costs that GLS charges for transporting a Consignment, including the applicable surcharges, such as for the services.
- **Volume:** The volume of a Consignment is calculated as the product of length x width x height.
- **Volume weight:** Calculated weight as a result of the product of length x width x height (in metres) x volume factor (kilogram/m³). A volume factor of 250 kg/m³ applies to Freight products and 300 kg/m³ to Parcel products, with the exception of Global Parcel, whereby 167 kg/m³ applies.
- **Working days:** Days on which a Consignment is delivered to Consignee by GLS. Within the Netherlands, this is Monday through Friday, except for public holidays and other days to be determined by GLS, which can be requested from GLS, on which GLS is closed. Delivery days can deviate for destinations beyond the Netherlands.
- **Consignment:** A number of consignment units originating from one Shipper and destined for one consignee, which is offered to GLS for transportation by the Shipper or by third parties acting on the instructions of Shipper within the context of an agreement concluded between parties, including the required documents.

Article 2 Applicability of these Conditions and other regulations

1. These General Conditions are applicable to all offers, activities and agreements made or performed by GLS, unless the parties have expressly agreed otherwise in writing. The Shipper's own conditions shall not be accepted, even if the Shipper has referred explicitly to his own conditions.
2. At the Shipper's first request, a copy of these Conditions shall be sent to him. In addition, the Conditions can be downloaded from the website of GLS.
3. In the event of contradictions between the provisions in these General Conditions and other regulations applicable to the agreement between GLS and the Shipper, the provisions in these Conditions shall prevail to the extent that deviation from the other regulations is permitted.

4. Documents required in the context of the agreement must meet the specifications laid down by GLS, the statutory requirements and the applicable additional regulations. A copy of these requirements can be requested from GLS.

Article 3 Delivery

1. A Consignment shall be delivered within a reasonable period of time and only on Working days. An Express Parcel shall, upon request, also be delivered on Saturday.
2. If the Dispatch address and the Delivery address are situated within the Netherlands, GLS shall endeavour to deliver a Consignment that has been delivered to it before 6.00 pm, unless agreed otherwise, the next Working day at Consignee. If the Delivery address is situated on the West Frisian Islands, it applies that GLS shall endeavour to deliver to Consignee the Consignment on the second Working day following the day on which the Consignment was delivered to GLS.
3. If GLS collects the Consignment at an address provided by the Shipper, the moment the Consignment is received shall serve as the moment of delivery to GLS.
4. If no one is present at the Delivery address, the time at which no one is present shall serve as the time at which GLS has fulfilled its obligation to deliver. This time shall be recorded by GLS.

Article 4 Returned consignments, refused consignments and undeliverable consignments

1. The Consignment which is not accepted or is returned by the Consignee and/or the Consignment which is undeliverable due to the fact that it has been incorrectly addressed shall be delivered by GLS to the Shipper.
2. The costs for the delivery of the Consignment referred to in paragraph 1 to the Shipper are equal to the costs for the delivery of the Consignment to the Consignee. GLS may charge the Shipper for these extra costs.
3. If the Consignment cannot be delivered, because no one is found at the Delivery address, the Consignment shall be returned to the depot. Consignee shall be informed of the delivery by way of a notice which shall be left behind at the Delivery address. This notice shall also state the opportunities for a second delivery and/or the collection of the Consignment. If the Consignee does not reply within 5 Working days of the first delivery, the Consignment shall be delivered to the Shipper, whereby paragraph 2 shall apply mutatis mutandis. GLS may charge the Shipper the costs for a second delivery.
4. The costs referred to in paragraphs 2 and 3 vary per product.

Article 5 Liability of Shipper and indemnification

1. The Shipper is obliged to compensate GLS for all losses it incurs, if the Shipper does not fulfil the obligations arising from the agreement with GLS and the applicable conditions to which he is subject.
2. The Shipper is responsible for the Consignment and the contents thereof, which



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he makes available to GLS in the context of the agreement. The Shipper is liable for all losses GLS incurs as a result of the Consignment's own defect, including the nature of the material and/or loss caused by the Consignment's protruding parts.

3. The Shipper is liable for payment of and the costs arising from the failure to pay promptly or to pay at all import duties, excise duties, Dutch VAT and other levies. The Shipper is obliged to compensate GLS for the loss it incurs as a result of the failure to release documents promptly.

4. The Shipper indemnifies GLS against all third-party claims due to loss as referred to in paragraphs 1, 2 and 3.

Article 6 Liability of GLS

1. As regards the liability of GLS arising from an agreement concluded with the Shipper, reference is made to the Matrix relating to Product – Sector Conditions – Regulations contained in Article 10.

Article 7 Rates and Terms of Payment

1. For its services, GLS maintains the rates and surcharges as contained in its brochures and product and rate cards, which can also be found on its website and can be requested from GLS. GLS retains the right to amend specifications, rates and/or surcharges in the interim. The rates and surcharges are, insofar as applicable, in EUR, ex works and exclusive of Dutch VAT.

2. The Shipping costs of the Consignment sent as Business Freight, Euro Business Freight or Global Business Parcel shall be calculated on the basis of the actual weight of the Consignment unless, the Volume weight is higher. The rate shall then be calculated on the basis of the Volume weight.

3. Unless agreed otherwise, GLS maintains a payment term of 14 days of the invoice date. If the obligation to pay is not fulfilled within the aforementioned term, the Shipper shall be in default by operation of law, without further notice of default being required therefor.

4. From the moment that the Shipper is in default, GLS shall be entitled to compensation of a default interest at 1.25% per month on the outstanding claims. Further, GLS shall be entitled to compensation for the extrajudicial costs it incurs, with a minimum of 15% of the principal.

5. A surcharge shall be levied for processing Non-Conveyables.

6. In the event of rising fuel prices after the agreement has been entered into, GLS shall be entitled subsequently to charge on a fuel surcharge to the Shipper.

7. Additional costs arising in the context of executing the agreement on which GLS can exercise no influence, including but not limited to toll levies, kilometre charges, taxes and other levies and/or costs resulting from regulations laid down by the authorities, shall be borne by the Shipper. GLS shall be entitled to charge on these costs to the Shipper subsequently.

Article 8 Prohibition of set-off and suspension and supplemental security

1. The Shipper and/or the Consignee is/are not entitled to suspend his/their obligation(s) vis-à-vis GLS, if GLS fails [to comply with its obligations] vis-à-vis the Shipper and/or the Consignee. Neither the Shipper nor the Consignee shall be entitled to set off their claims against GLS with that which they owe GLS.

2. The Shipper is obliged at all times to provide security at the first request for that which he owes or shall owe GLS.

3. GLS is entitled to set off COD amounts owed to the Shipper with outstanding claims arising from Shipping costs.

Article 9 Prohibited Consignments

1. The Shipper is prohibited from offering to GLS, in the context of the agreement concluded between GLS and the Shipper, a Consignment containing hazardous goods according to the ADR and IATA rules in effect, living plants and/or animals, weapons, perishable goods, mortal remains, personal effects, coins, bank notes or cheques, gemstones, gold or silver bullion, works of art, goods sent with an ATA Carnet, alcohol, illicit drugs, temporarily imported goods, customer-to-customer goods subject to customs contracts.

2. GLS is entitled to refuse its services in respect of the Consignment referred to in paragraph 1 and if, during the execution of its obligations in the context of the concluded agreement, it becomes evident that the Shipper has not complied with paragraph 1, GLS shall be entitled to suspend [the execution of] its obligations and to make the Consignment available to the Shipper. GLS shall also be entitled to dissolve the agreement. The Shipper is liable for loss incurred by GLS due to a violation of the first paragraph.

3. GLS shall not be liable for damage and/or loss of a Consignment referred to in paragraph 1.

Article 10 Matrix relating to Product – Sector Conditions – Regulations

1. In addition to these General Conditions, the applicable Sector Conditions and applicable regulations are shown in the table below, as well as the applicable liability of GLS vis-à-vis the Shipper.*

2. Contrary to paragraph 1, it applies that in the event of damage to or loss of a Consignment as mentioned below under (a) up to and including (e) and/or if a claim has not been submitted within six months of the date of dispatch, GLS shall accept no deviating liability:

a) Fragile goods, including but not limited to glassware and earthenware, cast iron.

b) Damage to televisions and/or monitors, which has arisen due to the collapse of the picture tube's mounting.

c) Damage to articles, of which the maximum measurements and/or weights referred to in the product specifications were exceeded.

d) Damage to hard disks that has arisen and failures of the writing and reading heads of computers, computer parts and printers that have occurred.

e) Dispatch of several packages/boxes that are bundled into one Consignment, not being a pallet.

3. The damage shall be calculated on the basis of the purchase value of the Shipper. In the event the Consignment contains repaired goods, GLS shall apply an annual depreciation of 25%.

4. GLS shall not be liable for consequential damage.

5. Unless agreed otherwise, GLS may not be bound to return to the Shipper the packaging, including euro pallets, made available to it, and GLS shall not be held liable for loss that the Shipper incurs as a result thereof.

6. If a Shipper has himself taken out transport insurance, GLS shall only process those claims which are submitted by the Shipper's insurer.

7. If the loss is the result of intent or gross negligence by assistants whose services have been engaged by GLS, GLS shall not be liable for the loss incurred.

Article 11 Disputes and applicable law

1. All agreements with GLS are governed by Dutch law.

2. The competent court in the district of Utrecht has sole jurisdiction to hear any disputes arising from the agreement between the parties.

3. If the CMR Convention applies to the agreement, the CMR Convention shall, contrary to paragraph 2, determine which court has jurisdiction to hear the dispute.

PRODUCT	APPLICABLE SECTOR CONDITIONS/ APPLICABLE REGULATIONS	LIABILITY OF GLS IN ACCORDANCE WITH SECTOR CONDITIONS/ APPLICABLE REGULATIONS	DEVIATING LIABILITY OF GLS
Business Parcel	GCT	EUR 3.40 per kilogram	Max. EUR 500 per package with a deductible of EUR 50 per package with due observance of the exceptions listed in Article 10, paragraph 2
Euro Business Parcel	CMR; GCT applicable as well	8.33 SDR per kilogram	Max. EUR 500 per package with a deductible of EUR 50 per package with due observance of the exceptions listed in Article 10, paragraph 2
Global Business Parcel	Dependent upon means of transport. If CMR is applicable (as well), GCT is also applicable. To be requested from GLS	Dependent upon applicable regulations. To be requested from GLS	Max. EUR 500 per package with a deductible of EUR 50 per package with due observance of the exceptions listed in Article 10, paragraph 2
Express Parcel	GCT	EUR 3.40 per kilogram	Max. EUR 1,000 per package with a deductible of EUR 50 per package with due observance of the exceptions listed in Article 10, paragraph 2
Euro Express Parcel	CMR; GCT applicable as well	8.33 SDR per kilogram	Max. EUR 1,000 per package with a deductible of EUR 50 per package with due observance of the exceptions listed in Article 10, paragraph 2
Business Freight	GCT	EUR 3.40 per kilogram	Not applicable
Euro Business Freight	CMR; GCT applicable as well	8.33 SDR per kilogram	Not applicable
Logistical Services	Physical Distribution Conditions	EUR 3.50 per kilogram with a maximum of EUR 115,000 per event or series of interrelated events	Not applicable
Dispatch	FENEX – Conditions of the Netherlands Association for Forwarding and Logistics	4.00 SDR per kilogram with a maximum of 10,000 SDR per event or series of interrelated events	Not applicable