



GENERAL TERMS AND CONDITIONS

Eikelenboom European Food Transport (E.F.T.), with its registered office at Bongaertsweg 2, 4612 PL, Bergen op Zoom, NL

Date: April 2015 Version: 5

Scope

The Eikelenboom European Food Transport (E.F.T.) General Terms and Conditions apply to all quotations, offers and agreements between Eikelenboom E.F.T. and the party who has concluded an agreement with Eikelenboom E.F.T. (principal or customer), unless both parties have expressly departed from these terms and conditions in writing (and not contrary to applicable (international) law or regulation). By accepting the quotation, offer or agreement, all parties involved are assumed to implicitly accept these General Terms and Conditions, latest edition. The General Terms and Conditions can be sent free of charge, and are registered at the Chamber of Commerce in Breda, Netherlands. Applicable is always the most recent version or the version at the time of quotation / agreement. Eikelenboom E.F.T. is entitled to amend these general terms and conditions at any time. Amendments will come into force 1 month after written notification. All our agreements as well as all disputes arising therefrom are subject to Dutch law and/or regulation. These Terms and Conditions are translated, only the Dutch text is binding.

Additionally, the following agreements and regulation are applicable to all our quotations, offers and agreements (most recent version):

- AVC-Conditions, available at www.beurtvaartadres.nl
- CMR-Agreement, available at www.beurtvaartadres.nl
- General Conditions for Road Transport by Tanker ('Algemene Tankvervoercondities'), www.beurtvaartadres.nl
- General Payment Conditions KNV ('Algemene betalingsvoorwaarden KNV'), available at www.knv.nl
- ATCN General Terms and Conditions of Tank Cleaning, available at www.atcn.nl

Next or in addition to the above-mentioned agreements and regulation, the following conditions are applicable to all our quotations, offers and agreements:

Tariff-clause

In general, all our quotations and offers are valid for a period of 1 year, unless otherwise agreed in writing. Tariffs are based on a normal loading and discharging duration, each for a period of at most 2 hours. Furthermore all tariffs are based on the necessary information we have received from the principal and/or client(s) for fulfilling the agreement and the fuel condition mentioned below. In case of assignments which have to be carried out during the weekends or on holidays an extra allowance is applicable. If case of such an allowance, the extra costs will be included in the overall tariff or be mentioned separately. All other unforeseen extra costs will be announced in writing. Eikelenboom quotations, leaflets, and all other promotion material containing confidential or company-related information are copyright protected and may not be used for commercial purposes.

Waiting cost-clause

According to the General Conditions for Road Transport by Tanker ('Algemene Tankvervoercondities') all loading and unloading actions are included in the tariff for at most 2 hours, unless otherwise explicitly agreed in writing. Waiting costs accrue by exceeding the maximum duration for loading or unloading, in conformity with article 3 of the General Conditions for Road Transport by Tanker ('Algemene Tankvervoercondities'). Waiting costs will only be charged in case the actual cause of delay is not attributable to Eikelenboom European Food Transport and the exceedance of the loading or unloading duration is at least 1 hour. Waiting costs will be announced in writing the next working day, with the exception of holidays. The announcement will include a specification of costs, the cause of delay and the relevant reference numbers. After accordance the waiting costs will be charged by means of a separate invoice. When the principal or client does not respond to the announcement for a rejection of the waiting costs, the principal or client is assumed to implicitly accept all announced costs. In case of rejection on reasonable grounds, in consultation with the principle/client there will be determined whether and to which extent the waiting costs will be charged. The standard tariff per waiting hour amounts € 50,-. In case the waiting hours exceed the maximum of 10 hours a day, a waiting day at € 500,- will be charged, not including possible extra costs for storage or cleaning.

Fuel clause

All quotations, offers and agreements are subject to the following fuel clause, unless otherwise explicitly agreed in writing. Initially all tariffs are based on both a fuel component of 20% and the Shell fuel reference tariff at that time (date of quotation/agreement), which will be mentioned in each quotation or agreement. In case the fuel price will deviate more than 1 percent from the mentioned reference tariff during the period of agreement or assignment (i.e. contract term, (temporary) agreement, etc.), the increase (or decrease) will be fully charged (or refunded) given the fuel component of 20 % for each tariff.

Final provisions

If any provision of these General Terms and Conditions is null and void or unenforceable, the remaining provisions shall remain in full force.