

General Conditions Rotra Air & Ocean B.V.

General:

1. Rotra Air & Ocean BV exclusively acts as a forwarding agent. These general terms and conditions and the Dutch Forwarding Conditions (Nederlandse Expeditievoorwaarden), deposited by the FENEX at the Registry of the District Courts of Amsterdam, Arnhem, Breda, and Rotterdam, latest version, apply to all our activities. Dutch law applies. Claims that Rotra Air & Ocean BV can take to a judge based on Art. 23 paragraph 1 of the Dutch Forwarding Conditions are exclusively decided by the competent Dutch judge located where Rotra Air & Ocean B.V has its registered offices.
2. Once an order has been issued, it is automatically agreed that the client has accepted both our offer and the conditions.
3. In the case of inconsistencies between the Nederlandse Expeditievoorwaarden (FENEX) and these General Conditions Rotra Air & Ocean BV, the terms of the General Conditions Rotra Air & Ocean BV apply.

Goods:

4. The goods to be forwarded are: safe merchandise, properly packaged. In the event that goods are not properly packed Rotra Air & Sea BV reserves the right to refuse these goods.
5. a. Assignments for transporting dangerous goods must be given in writing, in advance, and must be provided with all the necessary information to enable shipment in compliance with the DGR regulations for air cargo and the IMO regulations for sea cargo.
b. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. Rotra is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.

Financial:

6. a. The standard payment term is 14 days from the invoice date at a maximum credit limit of € 4,500.00 unless expressly agreed otherwise in writing. Shipments from new clients need to be paid for in advance, unless expressly agreed otherwise in writing.
b. Rotra reserves to itself the right of allowing certain (legal) entities and/or (non-natural) legal persons less or no credit, and/or demanding a shorter payment term.
c. Increasing the standard payment term and/or the credit limit are to be applied for at Rotra prior to a possible co-operation.
d. Advance payment is required if the freight payer does not have a VAT code number.
e. Any possible claims against carriers of Rotra will not suspend the payment of invoices of Rotra nor is the client authorized to offset any claims against those payment obligations.
f. Any collection costs resulting from exceeding the agreed payment term and/or credit limit are always fully borne by the freight payer. The European interest rate for late payment is due from the day following the expiry date of the payment term.
7. a. Rates are in the currency specified
b. Volume Calculation: for air cargo: 1m³=167 kg; for sea cargo: 1m³=1000 kg; for road cargo: 1m³=333 kg and 1 load metre (LDM) = 1850 kg, in which case the highest rate per kg, LDM or m³ will be payable per shipment.
c. The rates charged are based on information with regard to volume and frequency provided by you. If after expiry of a certain period of time this data does not match, we reserve the right to adjust the rates to the actual situation.
d. Freight rates are excluding diesel oil surcharge (DOS). The DOS is variable and is charged on the freight rates.
e. Applicable for air cargo: the conversion of the total amount to be paid is based on the day selling rate, applicable for foreign bank notes, 1 day before arrival of the consignment, plus 2.75%.
f. Applicable for sea cargo: the conversion of the total amount to be paid is based on the boat rate applicable at that time.
g. Adjustments to rates/costs due to measures by the government and/or caused outside our sphere of influence will be charged to you. Costs such as import duties and VAT will be charged to you.
8. The advance fee is 3% and is charged on the total FOB costs, air cargo costs, sea cargo costs, import duties and any VAT, with a minimum of € 11.50. Invoices for this fee must be paid within 8 days.

Other:

9. Without written instructions Rotra Air & Ocean BV will not conclude any transport insurance.
10. Rotra Air & Ocean BV is not responsible for providing any additional customs documents
11. Prior to the execution of customs operations by means of direct representation, Rotra Air & Ocean must be provided with written authorization by a person authorised to legally represent the client. The implementation of customs operations will be done in compliance with the principles of the customs department in terms of direct representation.
12. These general conditions are available in different languages. In disputes about the interpretation of the conditions, the interpretation of the Dutch version is decisive.