

Algemene voorwaarden Loodet BV

Code : 306.EN
Revisiedatum : 01-02-2019
Revisie : 001

General Terms and Conditions of Loodet B.V.

Art. 1 Application

1. These terms and conditions apply to all quotations, agreements and acts (including legal acts) between Loodet and its Client (hereinafter: "the Client").
2. Any deviations from these general terms and conditions are only valid when explicitly set out in writing.
3. All contracts shall only be accepted and performed by Loodet. This provision also applies where it is the express or tacit intention that a contract be performed by a specific person. The scope of Section 404 of Book 7 of the Dutch Civil Code, which includes a provision for such case, and the scope of Section 407(2) of Book 7 of the Dutch Civil Code, which establishes joint and several liability for the cases in which an assignment has been given to two or more persons, are excluded.

Art. 2 Quotations and offers

1. All quotations are without obligation and apply for a maximum of 1 month.
2. Loodet cannot be committed to a quotation if the Client should reasonably understand that the quotation contains an obvious mistake or error.
3. A combined quotation does not oblige Loodet to deliver part of the goods included in the offer or quotation for a corresponding part of the stated price.
4. Quotations do not automatically apply to future and/or follow-up assignments.
5. The agreement is concluded after the Client has confirmed the contract or as soon as Loodet has started to carry out the contract received.

Art. 3 Execution

1. Loodet will make every effort to provide the best possible service. It is not possible to guarantee all results desired on the part of the Client.
2. Loodet performs the following services:
 - the storage and transshipment, silo storage and repackaging, of ADR and non-ADR classified goods, food and feed; specializing in the storage and processing of ADR and non-ADR classified goods, food and feed. The following ADR classes can be stored in packaging groups II and III at Loodet, provided that the products can be dampened with water: 4.1, 4.2, 5.1, 6.1, 8 and 9. These ADR classes are stored in special PGS 15 bunkers with protection level 1;
 - handling such as repackaging/sifting/grinding/collecting etc. of the goods, whether stored or not;
 - transport of goods as own carrier;
 - expedition work;
 - the storage of goods under customs control;
 - the performance of customs formalities;
 - the provision of weighing facilities.
3. The Client must ensure that the owner of the goods to be handled by Loodet insures them against loss, theft and damage as well as the risks of using our sprinkler and foam extinguishing installation.
4. The means of transport used by Loodet from the Client and third parties must be insured by the Client for structural damage.
5. In addition to these terms and conditions, our activities are subject to the following terms and conditions, depending on the activity performed:
 - Terms and conditions for logistics activities (Fenex) * www.fenex.nl
 - Dutch storage conditions (Fenex) * www.fenex.nl
 - Dutch forwarding conditions (Fenex) * www.fenex.nl
 - General terms and conditions of Fenex * www.fenex.nl
 - CMR conditions * www.sva.nl/themas/cmr-en-ecmr/cmr-verdrag
 - General Transport Conditions (AVC) * www.sva.nl/avc

The most recently deposited versions of the aforementioned terms and conditions apply as the correct version. Links to these conditions can also be found on our website: www.loodet.nl. The conditions will be sent on request.

6. In the event of one or more inconsistencies between the provisions in the general terms and conditions of Loodet and the provisions in the general terms and conditions as referred to in paragraph 5 of this article, the general terms and conditions of Loodet prevail over any other applicable general terms and conditions.
7. If a certain period has been agreed for the completion of the contract, then this is a deadline, unless explicitly agreed otherwise.
8. Loodet may execute the agreement in phases and charge for these phases separately. Loodet may suspend the performance of the parts belonging to a following phase, until the Client has paid the partial invoice for the part already delivered or the related advance payment invoice.
9. Loodet is not liable for the shortcomings of third parties engaged by Loodet and is authorised to accept any liability limitation of such third party on behalf of the Client.
10. Only if Loodet has received all relevant and correct information in time, will it be able to comply with its best effort obligation. In the event of incorrect and/or late delivery and/or incomplete delivery of such information, Loodet may suspend its work without being liable for any damage and costs. Any additional work as a result hereof shall be for the account of the Client.

Art. 4 Liability

1. Any liability on the part of Loodet is limited to the payment to be made by Loodet's insurer. If Loodet's liability is not covered or not fully covered by the insurer, Loodet's liability is limited to a maximum of the invoice value of the relevant contract. Loodet's liability is limited to a maximum amount of € 1,000 at all times.
2. Loodet is not at any time liable for any damage caused by third parties engaged by Loodet.
3. Loodet is not at any time liable for indirect damage, such as consequential loss, loss of turnover, loss of data and/or production capacity and damage due to interruption of business operations.

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4. Loodet is not at any time liable for damage resulting from incorrect information received from the Client.

Art. 5 Remuneration and invoicing

1. Loodet will charge the Client for the work it has performed at the price agreed between the parties, as set out in the quotation/agreement/contract confirmation.
2. Loodet is entitled to adjust its rates on 1 January of each year. Should significant price changes occur in respect of exchange rates, wages, raw materials, semi-finished products and/or packaging materials between the time of the offer and the execution of the agreement, Loodet is also entitled to charge such price increases on.
3. The prices charged by Loodet are exclusive of VAT and any other levies, as well as any costs to be incurred under the terms of the agreement, including shipping and handling costs, unless indicated otherwise.

Art. 6 Payment

1. The payment term is 30 days from the invoice date, unless otherwise agreed in writing. The Client cannot invoke any discount, deduction or suspension. Objections towards the invoice amounts do not suspend the payment obligation.
2. If an invoice is not paid in time, Loodet is entitled to suspend its services, including those for contracts from the Client other than those to which the unpaid invoices are related. Loodet is not liable for any damage resulting from such suspension.
3. In the event of liquidation, bankruptcy, statutory debt restructuring or suspension of the Client's payment, Loodet has the right to terminate the agreement. All of the Client's obligations, including payment obligations, are at such time immediately due and payable.
4. After the expiry of the payment term, the Client is legally in default and shall be owed the statutory commercial interest on the due and payable amount.
5. All costs to be incurred by Loodet in order to settle the claim in and out of court are for the account of the Client. The extrajudicial collection costs are calculated according to the *Staffel Buitengerechtelijke Incassokosten* [Extrajudicial collection costs according to the statutory graduated scale], with a minimum of € 150.

Art. 7 Force Majeure

1. Loodet bears no liability if it is or was unable to fulfil its obligations due to force majeure or unforeseen circumstances.
2. Force majeure means: any circumstance beyond Loodet's control including, where this is not already the case, internet disruptions, telecommunication failures/disruptions in electronic messaging, unexpected third-party failure, business disruptions, technical defects, the consequences of natural disasters, strikes, etc. All of these also apply where such issues occur in respect of third parties engaged by Loodet in the implementation of the agreement.
3. During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate any damage to the other party.
4. Work already performed will at such time be invoiced at the usual rates.

Art. 8 Confidentiality

1. Loodet is obliged to observe confidentiality with regard to the details and information provided by or on behalf of the Client in respect of third parties that are not involved in the performance of the agreement, unless a statutory obligation demands such information be disclosed.
2. Loodet is also obliged to impose such confidentiality on the third parties it has engaged.

Art. 9 Privacy

1. Where personal data processed under the terms of the performance of the work are used/processed, such personal data will be used with all due care by Loodet and protected in accordance with the General Data Protection Regulation. This means that your data will only be used for the purpose for which you have provided your data, i.e. for the provision of services to customers with regard to logistics, transport and storage of goods, as well as packaging, repackaging and preparing such substances/goods for transport.
2. Loodet has taken appropriate technical and organisational measures to guarantee the protection of personal data held and used by Loodet. Such technical and organisational measures will also serve to prevent loss or any other form of unlawful processing of personal data. In doing so, Loodet will consider the nature of the processing in respect of the measures to be taken.
3. Your data will only be shared with third parties if this is required by Loodet's services to you, such as for example carriers with whom Loodet collaborates in respect of the transport of your products.
4. Where necessary in respect of the services to you, your data will be shared with companies affiliated to Loodet. Loodet will not share this information beyond these affiliated companies without your permission, except where ownership of the company changes hands. For questions or access to your data, please contact Loodet via info@loodet.nl or 076-5964496.

Art. 10 Applicable law and dispute settlement

1. Only Dutch law applies to the agreement between Loodet and the Client. The Vienna Sales Convention is explicitly excluded.
2. Disputes will in the first instance be submitted to the competent court of Loodet's place of business. Nevertheless, Loodet has the right to submit the matter to the court of the Client's place of business.

Art. 11 Other clauses

1. Should any provision of these terms and conditions subsequently prove to be non-binding, this provision will be

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replaced by a provision that is as much as possible in keeping with the non-binding provision and the other provisions will continue to be fully effective.

2. The most recent version of these terms and conditions, as displayed on the website www.loodet.nl, are applicable.

Version of January 2019