



Donald Nap Transport Consultancy B.V.
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Udate 22-12-2014

General Shipment Conditions DNTC B.V. (Chamber of Commerce Maastricht 14100678)

Following conditions are applicable to every transport that you perform commissioned by DNTC BV. The latest version of this document is always applicable

Definitions

The term forwarder is applicable to DNTC BV (Donald Nap Transport Consultancy BV) KVK. Maastricht 14100678, based in Sittard, The Netherlands. Unless otherwise requested with the order confirmation; DNTC BV expects you to be familiar with our terms and conditions and assumes that you accept these. We also reject any terms and conditions by you, unless otherwise specified.

When you encounter any problems and/or delays of any kind it is your responsibility to report them to DNTC BV by telephone or e-mail. Under no circumstances is it permitted for you and/or your driver to contact the loading/unloading address, all communications should be done through DNTC BV without any exceptions.

The transporter has, herewith, obliged him that all the deployed vehicles are technically 100% correct and functional and are up to the legal requirements in any country entered during employment by DNTC BV. M.O.T. tests and such should have been carried out. The vehicle has to be clean, dry and odourless. The cargo area should at least be wipe-clean. The transport needs to be performed in a vehicle that is most suitable for the cargo.

During loading and unloading, the driver has to check the number of coli and if there is any damage. If there is any shortage or damage, always make a note on the CMR and let it be signed readable and notify our office. The driver/ transporter are responsible for the goods after signing the CMR. If you load a partial load you have to make sure that the goods in the same compartment aren't at risk of damaging the other goods or becoming hazardous because of the other goods loaded (e.g. Loading chemicals and food products together). The vehicle has to be equipped with at least 20 approved attachment oars (acc. EN-ISO 12195), non-skid mats, side and corner protectors and if called for restraining beams to secure the load according to the legal demands combined with the latest German VDI guidelines and shipper demands. If the driver gets specific instructions or requests from the shipper the drivers must comply accordingly. All drivers have to satisfy and fulfil all legal requirements and regulations such as; -driving-time, -wearing the safety-belt, - securing the load etc.

The driver needs to possess and carry a valid driver's-license and a valid passport. He has to show them if he is asked. There has to be a safety-kit (helmet, shoes, goggles etc.) on board of the vehicle and the driver has to use these when the shipper demands this. The driver shall be completely healthy and never under the influence of any medicine, drugs or alcohol. Driver muss be able to speak at least one of the western language (English, German, French or Dutch).

If you have to load food or food related goods you will get special instructions/ forms how to handle the merchandise.

The transportation of ADR-goods commissioned by DNTC B.V. is allowed. According 1.10.1.2 ADR dangerous goods may only be entrusted to carriers/drivers whose identity was unequivocally established. That's why we ask you to inform us with the name of the driver and the licence-plate up front. The driver must be able to identify himself. In case you carry a partial load of another client, DNTC B.V. needs to be informed of the nature of the load and DNTC will give approval in writing.

As Transport company hereby you are obliged to comply with all relevant laws/regulations and guidelines e.g. "Regulation (EC) no. 1071/2009 (http://eur-lex.europa.eu/legal-content/EN/ALL/ELX_SESSIONID=6JCFJSVJZv25kfZPpHC27GSL24mJDJhntWSht4vQkKzHTJqJFh2b!-1765440433?uri=CELEX:32009R1071) and the Responsible Care programme (Civic).

Procedure waiting-costs; to avoid unnecessary waiting or reimburse waiting-hours you should follow next procedure. In case of waiting 2 hours or more before loading or unloading DNTC B.V. should be informed immediately by sending a mail to info@dntc.nl. After receiving a correct notification, DNTC will inform her client. Waiting costs at 35.00 Euro for each hour after 3 hours free of loading and 3 hours free of unloading times, up till 300.00 Euro for a complete day will only be reimbursed if the driver / transporter has claimed in writing according procedure above, and shipper / receiver signed for the waiting hours clearly and readable on the CMR/ POD and DNTC B.V. has confirmed payment of these waiting hours in writing.

NO PALLET EXCHANGE. DNTC B.V. does not exchange EURO pallets. Should the goods be placed on EURO pallets without it being mentioned explicitly on the order then DNTC B.V. is to be contacted immediately. Pallets exchanged by you are for your own risk and any costs as result of pallet exchange are for your account.

On our terrain and that of our clients you have to maintain utmost neatness. This means that – leftovers, - coffee cups, - empty bottles, - cargo remains etc. must be disposed of in the proper waste bins or taken back by the driver. BBS guidelines, human safety and the environment have during your service the utmost priority.

It is not permitted, without our consent and approval, to charter other vehicles but your own. You acknowledge to be fully insured for any kind of damage. Truck and cargo cannot be left unattended, have to be locked and the alarm system has to be operating. Parking and overnight stays are only allowed on official, secured parking areas as prescribed in the guideline The European Truck Parking Area LABEL Project parking's!

All transports are only to be carried out on grounds of AVC/ CMR conditions.

Invoice;

We only accept your invoice if it is accompanied by the correctly signed (original – on demand) CMR, delivery notes, weigh tickets etc. and our file-number is mentioned on your invoice. If your invoice not complete and correct, the payment can be postponed until all billing-terms are met.

Invoice-address; DNTC B.V., Postbus 301, NL 6130 AH Sittard or in pdf to; invoice@dntc.nl

In adopting this transport order you undertake to transport this shipment properly. We reserve the right, when you will cancel this transport order on the day of shipment to charge 50 % of the agreed transportation charges. In order to replace a replacement truck.



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Payment-terms

Caution!! If you do not reply with stamp and signature by email, within 20 minutes after receiving this order, this order shall be accepted and you agree with the payment term of 60 days after receiving your invoice (with file-number mentioned and accompanied with (original) CMR, delivery notes, weight tickets etc.) If these original signed CMR / Delivery Notes / weigh tickets are not sent correctly to us, we will be able to charge 30.00 Euro for administration costs for trimming the administration and in most cases we will delay payment until all documents are received correctly. It is not allowed to pledge your invoice to DNTC to third parties (e.g. Factoring companies). We do not accept cumulated invoices. Each order command must be billed separately with the original CMR / delivery notes / packing lists / weighing tickets.

O Payment within 60 days after receipt invoice + original CMR / proof of delivery
O Payment within 30 days after receipt invoice + original CMR / proof of delivery with 3% discount
State your choice clearly on your invoice

Other conditions;

DNTC acts as forwarding agent for the account and risk of and on behalf of its client. Forwarders Commission is included in the rate of DNTC. To all activities of DNTC herself the (latest version) Dutch forwarding conditions in 2004 are applicable, with the exception of the arbitration clause contained therein, as filed by fenex to include the Courts of Amsterdam and Rotterdam.
This is a translation of the "Algemene transportvoorwaarden DNTC BV Expeditie" and if there are any questions about interpretation, the version in Dutch is binding.

OUR CONTACTS

Planning / Dispo

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Administration / Buchhaltung

Questions Administration@dntc.nl
Invoice with POD / Lieferscheinen / Wiegescheinen / Etc. invoice@dntc.nl
Other Questions info@dntc.nl