



WUTRA
LOGISTICS

Wutra Logistics B.V.
Jules Vernehoof 32
3446 ZV Woerden
The Netherlands

Tel: +31(0)348 820 965
www.wutralogistics.com

General Conditions Wutra Logistics B.V.

Article 1 – Definitions

These conditions shall apply to the following terms:

-Wutra	The limited liability company Wutra Logistics B.V. having its registered office in Woerden at Jules Vernehoof 32, 3446 ZV, registered in the trade register of the Chamber of Commerce under number 61737046 acting exclusively as a forwarder
-Client	The natural or legal person, or successor, for which Wutra offers/performs quotations/ activities / services
-Shipment	The goods to be transported
-Quotation	Written/digital offer
-Agreement	The written/digital agreement concluded between Wutra and the Client, or the agreed and signed written/digital quotation/offer by Client for organizing transport as well as related matters
-Conditions	The general terms and conditions of Wutra Logistics B.V., further described below

Article 2 – Scope

- 2.1 These Terms and Conditions apply to all quotations and agreements between Wutra and (potential) Client, to the extent that parties have not explicitly deviated from these conditions in writing
- 2.2 The applicability of Client's general terms and conditions is hereby explicitly rejected by Wutra
- 2.3 Wutra reserves the right to unilaterally change these Terms and Conditions. The changes take effect within 28 days after the changes are announced to Client
The latest version **1.06** of the Conditions are also published on the website www.wutralogistics.com and can be downloaded for free.
- 2.4 For services that Wutra performs as a forwarder for Client, the latest version of the Dutch Forwarding Conditions applies, with the exception of the provisions of Article 23 of those conditions. These Dutch Forwarding Conditions are published on the website www.fenex.nl
- 2.5 Dutch law applies to all activities of Wutra, including disputes related to the Agreement
- 2.6 In the event of inconsistencies between the Conditions and the Dutch Forwarding Terms and Conditions, the Conditions as described here prevail

Article 3 – Offers and Agreements

- 3.1 All quotations offered by Wutra are without obligation and based on the data provided by the Client, unless explicitly stated otherwise in the quotation.
- 3.2 Offers are valid for a maximum of 30 days after the date, unless otherwise stated in writing/digital offer
- 3.3 An offer approved by Client and received in writing/digitally by Wutra is automatically converted into an agreement
- 3.4 The agreement displays the complete and correct content between Client and Wutra
- 3.5 With providing the order by Client to Wutra, the Conditions automatically apply including future agreements, even if the assignment has not yet been confirmed by Wutra
- 3.6 All rates are in euros excluding VAT, (local) taxes, surcharges, local government surcharges and insurance, unless otherwise stated in (digital)/writing
- 3.7 If local government surcharges are imposed, Wutra is entitled to recharge these fees to Client
- 3.8 All offers and agreements issued by Wutra are subject to typing errors
- 3.9 Transit times as stated in the quotation and order confirmation are indicative, do not constitute a guarantee and are based on normal/usual progress.
- 3.10 Transit times are based on 5 working days, whereby the day of loading is not counted. Driving bans on the route are not included in the transit times, unless stated otherwise.
- 3.11 For shipments, not being free EU trade goods (so called customs goods), the rates are exclusive of costs for export documentation and clearance costs as well as import duties and VAT
- 3.12 Checks by government agencies on the route can have a delaying effect and any costs for inspections (such as phytosanitary costs) are for the account of client
- 3.13 Client is obliged to provide correct information to Wutra regarding the delivery conditions/incoterms (version 2020) with consignee

Article 4 – Loading and unloading activities

- 4.1 All rates are based on accessibility of the loading and unloading address with an international truck with a tilt trailer without a loading/unloading lift [truck-trailer]
- 4.2 All rates are based on standard opening times between 8 a.m. and 5 p.m. local time, unless otherwise agreed. If it is not possible to load or unload within the standard opening hours or the agreed times, these costs will be charged to Client
- 4.3 A surcharge applies for time delivery with a time window shorter than 5 hours
- 4.3 Means for (un)loading the shipment are not present at the vehicle and must be available at the loading/unloading locations by themselves
- 4.4 Client is responsible for organizing loading and unloading the shipment. Willingness of the driver to assist with loading/unloading does not affect the responsibility for damage and correctness of the shipment
- 4.5 A surcharge applies for a shipment with a loading / unloading taillift. Maximum weight per load carrier 1000 kg
- 4.6 A surcharge applies for indivisible goods longer than 2,40 meters



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- 4.7 The goods must be properly packed on pallets, without overhanging parts with load securing options. Each load carrier must also be provided with a label on the outside of the goods, with details of the sender and receiver on it. If the dimensions do not correspond to the pallet sizes due to overhanging parts, the dimensions including stowage loss will apply as a paying rate and will be charged as extra costs.
- 4.8 If less loading space is loaded than stated in the Agreement and after Client has confirmed this, the reserved loading space will be charged.
- 4.9 For loading/unloading the goods of a complete shipment, being 13,6 loading meters, 2 hours free (loading/unloading) is included.
For partial loads from 3 loading meters, 1 hour free (loading/unloading) is included.
For partial loads less than 3 loading meters, 30 minutes free (loading/unloading) is included.
If this time is exceeded, the extra time will be charged to Client at a rate of 50,- euro per hour, charged in proportion of 30 minutes
- 4.10 Wutra is not liable for damage to the goods as a result of inadequate packaging and stowage
- 4.11 Wutra is not liable for loss, damage or delay as a result of circumstances outside the control of Wutra, including weather influences, government controls, fire warfare and strike risk, theft/burglary/fire, bridge/tunnel/ferry blockades
- 4.12 Client will comply with the legal provisions regarding maximum loading and axle weights and will ensure a correct weight distribution of the shipment. Client indemnifies Wutra against the consequences/damage caused by overloading caused by the actions of the loading staff organized by Client
- 4.13 Client indemnifies Wutra at all times against claims imposed by the government regarding customs formalities, such as excise duties, taxes, customs duties, unless Client demonstrates that there was intent or gross negligence on the part of Wutra
- 4.14 Wutra is not liable for any consequential damage
- 4.15 Wutra does not accept a pallet exchange at the loading/unloading location, unless explicitly agreed otherwise in (digital)writing

Article 5 – Hazardous substance shipment/ADR

- 5.1 For shipments with hazardous substances (ADR), Client must provide the relevant information such as UN number, ADR class, substance name and packaging group.
- 5.2 Shipments with hazardous substances (ADR) below 1000 points or LQ (Limited Quantities) are, for destinations for which a sea service/ferry is used, ADR shipment
- 5.3 For destinations for which a sea service/ferry is used, Client must submit a correctly completed DGD, which accompanies the shipment with the freight documents
- 5.4 Client is responsible for the correct stowage, labeling and loading in accordance with the legal provisions
- 5.5 Client shall indemnify Wutra against all costs and consequential damage if the shipment does not comply with the legal requirements or due to incomplete incorrect/incomplete information/documentation.
- 5.6 A surcharge applies for ADR shipments

Article 6 – Customs legislation import/export, direct representation

- 6.1 If the shipment concerns not free EU trade goods, Client is obliged to provide the correct documentation to Wutra
- 6.2 Client/Exporter is declarant of the shipment and is responsible for the content of the declaration and for fulfilling the obligations associated with the declaration
- 6.3 If agreed in the agreement, Wutra will, as the client's direct representative, submit declarations for (re)export/import
- 6.4 Client will truthfully present a signed and stamped authorization to Wutra for the benefit of the direct representative
- 6.5 For shipments that are not free EU trade goods (so called customs goods), Wutra is not liable for settlement of documents and Client indemnifies Wutra against all damage and costs.

Article 7 – Payment conditions & Insurance

- 7.1 Payment of invoices must be made within 30 days after the invoice date
- 7.2 Invoicing will be done digitally without a CMR/Proof of delivery and can be requested in writing, but that does not affect the payment term
- 7.3 Wutra does not accept a unilaterally imposed payment term by Client, unless otherwise agreed in (digital)writing
- 7.4 Reclamation must be made to Wutra in (digital)writing with reason and supporting documents/documentation within 8 days after the invoice date, but these do not suspend the payment obligation to Wutra
- 7.5 If no complaint has been submitted by Client to Wutra within 8 days, the statutory determination that the execution of the agreement and the content of the invoice has been approved by Client
- 7.6 If the client has not paid the invoice within the payment term referred to in paragraph 7.1 or in (digital)writing agreed, Client is in default, without any prior notice of default being required.
- 7.7 If article 7.6 applies, Client owes Wutra the legal statutory commercial interest from the due date until the entire payment has been received by Wutra
- 7.8 Client is not entitled to suspend or settle payment obligations
- 7.9 Wutra does not provide standard goods insurance during transport. The CMR conditions apply during transport
- 7.10 Client guarantees that the value of the shipment does not exceed 50.000 euros. If the value of the shipment is higher than 50.000 euros, Client must inform Wutra of this in writing with the quotation/agreement, after which it is agreed in mutual consultation whether additional insurance must be taken out.



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Article 8 – Cancellation

- 8.1 In the event of cancellation or postponement of the Agreement by Client the day prior to loading after 14 hours Dutch time, Wutra is entitled to charge the Client 70% of the agreed freight charge
- 8.2 In the event of cancellation or delay by Client on the day of loading, Wutra is entitled to charge Client 100% of the agreed freight charge

Article 9 – Standard dimensions

Wutra use the following standards:

- | | | | |
|--------------------------|------------------|----------|--------------------|
| • Europallet | 120x80x240 cm | 700kg | 0,4 loading meter |
| • Block pallet | 120x100x240 cm | 875kg | 0,5 loading meter |
| • Loading meter | 100x240x240 cm | 1.750kg | 1,0 loading meter |
| • 1m3 | 100x100x100 cm | 333kg | |
| • Semi-trailer / trailer | 13600x240x240 cm | 24.000kg | 13,6 loading meter |
- Pallets cannot be stacked unless otherwise agreed
 - The shipment concerns standard non-hazardous goods properly packed on pallets

Article 10 – Confidentiality

Wutra will treat all Client information confidentially and only share it with those who need this information for the implementation of the agreement. Client will treat all quotations and agreements confidentially and will not share them with third parties.