

GENERAL CONDITIONS JANSSEN AIR & OCEAN BV

General

- A. Janssen Air & Ocean BV exclusively trades as shipping agent. All transactions entered into with us are subject to these conditions and the Nederlandse Expeditievoorwaarden (Dutch Freight Forwarders Standard Trading Conditions), filed by FENEX (Dutch organisation for forwarding and logistics) at the Registrar of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam, the most recent version.
- B. Once an order has been issued, it is automatically agreed that the client has accepted both our offer and the conditions. The conditions of third parties with whom Janssen Air & Ocean BV has entered into agreements in order to carry out the assignment, can also be pronounced applicable.
- C. Janssen Air & Ocean BV acts exclusively as a forwarder with respect to customs formalities which activities are performed by an external customs agent. Janssen Air & Ocean BV acts exclusively as a proxyholder of the principal in which regard Janssen Air & Ocean BV will send a proxy to the principal if applicable. The customs agent will send the invoice addressed to the client per address to Janssen Air & Ocean BV as a proxyholder. The principal is and remains the sole debtor of the customs agent concerned.
- D. In the case of inconsistencies between the Nederlandse Expeditievoorwaarden and these General Conditions Janssen Air & Ocean BV, the terms of the General Conditions Janssen Air & Ocean BV apply.
Above-mentioned conditions can be found on our website www.jao1877.com. On your request we will send you a hard copy of the requested conditions free of charge.

Payments and tariff conditions

- E. All invoices for customers whom has been granted credit must be paid within 14 days after the invoice date. Any objection regarding our invoicing needs to be reported within 8 days after the date of invoice at finance@janssen1877.com. If no objection is made within this period, the invoice records will become definite for both parties and will be the base of the transport agreement.
- F. For first time shipments we require payment before delivery. Invoices in excess of € 4,500 must also be settled in advance.
- G. Claims with regard to the transport order will not justify payment delays. Compensation is never permitted.
- H. Any collection costs resulting from exceeding the agreed payment term are always fully payable by the freight payer. The European interest rate for late payment is due from the day following the expiry of the payment term.
- I. The missing of a POD can't be used as a reason for delaying the payment.
- J. The client will at all times reimburse the shipping agent for those amounts due resulting from incorrect levies on loads and costs, as well as any additional costs that are charged or subsequently charged to the shipping agent in connection with the agreement.
- K. The agent can exercise the right of retention and right of pledge on all goods, documents and monies relating to existing agreements, and also to previous agreements. These rights also include all COD matters related to the case.

Tariffs

- L. Based on well-packed and correct labelled non-dangerous and/or dangerous goods
- M. In the given currency, if not mentioned, in EURO



European hub in a global network



Janssen air & ocean BV exclusively operates as a forwarding agent. The following conditions shall apply exclusively to all our quotations, agreements, actions and work: Janssen air & ocean BV General Conditions as deposited with the Clerk's Office of the District Court of Rotterdam, as well as the Nederlandse Expeditievoorwaarden (Conditions for Forwarding Agents in the Netherlands) (FENEX), as deposited with the Clerk's office of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam. With regard to the conditions mentioned above, the applicable version is the most recent one deposited. The conditions are also available on our website www.jao1877.com. We will send you a copy of the terms and conditions free of charge on request.

- N. 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
- O. kg, in which case the highest rate per kg, LDM or m³ will be payable per shipment.
- P. The rates charged are based on information with regard to volume and frequency provided
- Q. Excluding cost of customs documents necessary unless specifically quoted
- R. On 1 (one) loading and 1 (one) unloading place/stop
- S. On a normal standard tilt trailer 13,60 x 2,45 x 2,55 without tail-lift
- T. On locations that can be reached by an international truck-trailer
- U. On normal opening hours for collection and delivery 08.00 – 17.00
- V. On non-exchanging of pallets, loading boxes and (roll)-containers
- W. Weight, volume and frequency given by the customer. When the actual shipment data is different from the forecasted shipment data, Janssen reserves the right to adjust the rates to the actual situation
- X. Tariffs can be changed if cost will differ due to decisions of Law and/or Governmental changes that will affect the transportation cost of goods shipped.
- Y. Costs of third parties such as import duties, VAT, hangar rent, demurrage, detention, gas measurements, degassing, scanning or physical inspection of cargo and transfer costs of fellow agents will be charged to you.
- Z. Janssen Air & Ocean Charges a collection fee of 3% which is charged on the total FOB costs, air cargo costs, sea cargo costs, import duties and any VAT, with a minimum of EUR. 15.00.
- AA. 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%
- BB. Proof of Delivery (POD) can be requested within 60 days after the shipment date. Any request for a POD after 60 days, Janssen will do its utmost to get the POD, but can't held liable, the administration cost for this will be 10,00 euro per requested POD.
- CC. Janssen Air & Ocean is not liable for the clearance of the customs documents.
- DD. Our tariffs are excluding fuel charge on trucking (DOT), which is variable per month.

Goods

- EE. The goods to be forwarded are: safe merchandise, properly packaged. In the event that goods are not properly packed, Janssen Air & Ocean BV reserves the right to refuse these goods.
- FF. 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.

Other

- GG. Without written instructions Janssen Air & Ocean BV will not conclude any transport insurance.
- HH. Janssen Air & Ocean BV is not responsible for providing any additional customs documents.
- II. 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. Janssen Air & Ocean BV is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.

