

GENERAL CONDITIONS

1. General

- A. Janssen Air & Ocean NV exclusively trades as shipping agent. All transactions entered into with us are subject to these conditions as well as Algemene Belgische Expeditie Voorwaarden (ABEV) 2005 (Belgian Freight Forwarders Standard Trading Conditions), published in the supplements of the Belgian Official Gazette dated 24 June 2005 under no.0090237, or the most recently deposited 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 NV has entered into agreements in order to carry out the assignment, can also be pronounced applicable.
- C. In the case of inconsistencies between the ABEV (Belgian Freight Forwarders Standard Trading Conditions) and these General Conditions Janssen Air & Ocean NV, the terms of the General Conditions Janssen Air & Ocean NV 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.

2. Payments and tariff conditions

- D. 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.
- E. For first time shipments we require payment before delivery.
- F. Claims with regard to the transport order will not justify payment delays. Compensation is never permitted.
- G. 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. Any change of tariff will be discussed before
- H. The missing of a POD can't be used as a reason for delaying the payment.
- I. 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.
- 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. 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.
- L. 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%
- M. 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.



3. Tariffs are based on:

- n. Well-packed AND labelled non-dangerous and/or dangerous goods
- o. In the given currency, if not mentioned, in EURO
- p. Excluding cost of customs documents necessary
- q. On 1 (one) loading and 1 (one) unloading place/stop
- r. On a normal standard tilt trailer 13,60 x 2,45 x 2,55 without tail-lift
- s. On locations that can be reached by an international truck-trailer
- t. On normal opening hours for collection and delivery 08.00 – 17.00
- u. On non-exchanging of pallets, loading boxes and (roll)-containers
- v. Weight, volume and frequency given by the customer. When the actual shipment data is different from the forecasted shipment data, Janssen will keep the right to change the offer
- w. 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.
- x. Janssen Air & Ocean is not liable for the clearance of the customs documents.

4. Calculation methods

For measured goods we will use the following calculation methods:

Road transport:

1 cubic meter = 333 kilogram, 1 loading meter = 1.850 kilogram

Rounds up will be done in the following method:

Shipments < 1000 kilo up to 10 kilo. Shipments > 1000 kilo up to 100 kilo.

Shipments < 0,5 M3 will be 0,5 M3. Shipments > 0,6 M3 < 0,99 M3 will be 1 M3.

Sea Fright:

1 m3 = 1000kg volume weight.

Airfreight:

1 m3 = 167kg Volume weight.

In which case the highest rate per kg, Ldm or m3 will be payable per shipment.

5. Fuel-charge road freight

Our tariffs are excluding fuel charge on trucking (DOT), which is variable per month.

A price increase for fuel of € 0,023 per litre will result in an increase of this surcharge with 1 %.

For the actual average fuel price per month: www.shell.nl

