

General terms and conditions

The general terms and conditions of the Kennis Group of Companies (hereafter referred as 'Kennis') apply to all quotations, prices and agreements of Kennis Transport BV and Kennis Logistics BVBA.

Kennis reserves the right to change these general terms and conditions intermediate. The most recent version of the general terms and conditions can be consulted on www.kennistransport.com. When submitting a quotation, a price or an agreement, the most recent version will also be provided to the customer.

The following conditions apply in addition to these general terms and conditions:

- To all our national transport activities, the most recent version of the General Terms and Conditions (AVC) apply;
- In case of international transport, these AVC conditions apply in a complementary way to the Convention on the Contract for the International Carriage of Goods by Road (CMR);
- To all our storage activities, and from Physical Distribution, the most recent version of the Storage Terms & Conditions filed by FENEX/TLN apply;
- To all our forwarding and other activities, such as customs, sea and air freight, the most recent version of the Dutch Forwarding Conditions filled by FENEX apply.

Specific arrangements with customers

It is possible that specific arrangements have been included in the offer. These agreements will replace the terms and conditions in this document and explicitly apply at all times.

Shipment details

Transport orders must be registered by e-mail, EDI or via the webportal. Kennis calculates a surcharge of €8,00 per order when a transport order has to enter manually. Transport orders that are issued via an EDI-file or our webportal are exempted.

The time of deadline for booking of shipments is at least 24 hours before the day of loading unless otherwise agreed.

The customer is responsible for the complete and accurate submission of information of a shipment. An order must contain at least:

- Loading: name, address, zip code, city, county, date, time and reference;

- Unloading: name, address, zip code, city, county, date, time and reference;
- Transport description, including numbers, dimensions (L x W x H) and gross weight.

It must be clearly stated if there are relevant details. Shipments that lack information are not carried out by Kennis.

After confirmation of the transport order, changes can only be made in consultation. If the customer has provided incorrect information at all time of booking the order, all consequential damages and additional costs will be charged to the customer.

Dimensions

The following volume standards apply to shipments, the highest prevailing:

- 1 euro pallet = 120x80 cm with a maximum of 700 kg (=0,4 loading meter)
- 1 block pallet = 120x100 cm with a maximum of 875 kg (=0,5 loading meter)
- 1 loading meter = a meter of loading space in the truck with a maximum of 1750 kg;
- 1m³ = cubic meter with a maximum of 330 kg.

In case of exceptions to the indicated dimensions and/or weight, Kennis will remeasure the package after which the rate will be recalculated.

Transit times

The transit times are specific per country and can be consulted on www.kennistransport.com or by mail via sales@kennistransport.com. No rights can be derived from this. The transit times are not guaranteed during holidays or during weeks with a bank holiday. Transit times are also not guaranteed in case of force majeure, such as extreme weather conditions and strikes.

Transit times may also vary when;

- There are customs operations involved;
- Accessibility requires delivery via an agent and/or with a smaller vehicle;
- The customer orders the transport of dangerous goods (ADR).

Kennis is not liable for any consequential damage caused by different transit times.

Delivery times

Standard opening hours apply between 8:00 am and 6:00 pm. In case of differing times, Kennis offers options for a fix time delivery. See the time slot surcharge for this.

Cancellation

If an order is cancelled after 4 pm on the day before loading or on the day of loading, the costs for dead freight will be 80% of the original rate. If a shipment has already been loaded, the costs for dead freight will be 100% of the original rate + a return freight surcharge (80%) for transport back to Kennis or the client.

Definition of dead freight: late cancellation or change to the original transport order depriving Kennis Transport of the opportunity to provide replacement cargo and/or forcing Kennis Transport to drive with the cargo or empty vehicle available at the time of loading.

Pallet exchange

Kennis does not exchange euro pallets by default. Prior to the order, the customer must clearly indicate whether or not pallet exchange is involved. Without any prior notification and on the transport order, the sender has no right to return, exchange, set-off or refund of delivered euro pallets in any way.

If pallet exchange has been agreed, Kennis will assume 15% (stowage) loss of euro pallets. This means that Kennis will return or reimburse 85% of the euro pallets to the sender.

Kennis will only accept complaints regarding euro pallets if these are submitted by the shipper within three months of the transport date.

There is a surcharge of € 2.50 per euro pallet sent for the exchange of euro pallets.

Packaging

Your goods will be treated with the utmost care. You can contribute to the quality of transport by ensuring that the goods are packed on a transport resistant way. Kennis is not liable for damage if products are insufficiently packaged. Kennis has the right to delay goods that are inadequately packed or to repack them at additional costs.

Accompanying documents

The delivery is always signed for on a standard shipping document. Accompanying documents such as a packing slip must be attached to the goods. The customer is responsible for the correct completion of these documents.

Shipping documents are only sent digitally. The documents can be downloaded for free via the webportal. Shipping documents can also be sent via e-mail or by post on request. The costs for shipping documents by post are €10,- per document.

Loading and unloading

The loading and unloading time is:

- up to 1 loading meter: maximum 15 minutes;
- for every extra loading meter: maximum 10 minutes;
- more than 10 loading meter: maximum 60 minutes.

A surcharge applies of €18,75 per 15 minutes for the purpose of extra loading or unloading minutes.

Loading and unloading addresses has to be accessible with an international truck (length 13,6 meter, width 2,4 meter, height 4 meter). If an address is not accessible with an international truck, or if it appears that this is not the case, a surcharge will be applied.

The driver of Kennis will ask for the desired location where the goods must be loaded or unloaded. In case the driver determines that there is too much risk of damage, the driver will propose an alternative location. If the recipient then still wants to have the goods unloaded at the desired location, Kennis cannot be held responsible for damage.

If Kennis loads or unloads upon instruction of the customer, this is exclusively for the account and risk of the customer. In such a case, the recipient accepts the responsibility for any damages or theft of the goods.

Refusal

If a shipment is refused upon delivery, or if the recipient is not open during regular opening hours, the costs for dead freight are 100% of the agreed rate + a surcharge for the return shipment (80%) to Kennis or the customer.

Storage

Goods in our cross dock are insured by default in accordance with AVC/CMR. In case goods are stored, the Dutch Storage Terms & Conditions filed by FENEX apply.

The AVC/CMR and the storage terms and conditions are based on the weight of the damaged part. Furthermore, there is no extended coverage against theft, loss or stock discrepancies. If the goods have a higher value, clients need to take out an insurance policy themselves. If required, Kennis can provide this and calculate a surcharge.

Return shipments

Kennis can only carry out a transport order if the client submits a formal request. For example, in case of a recipient 'spontaneously' wishing to give us a return shipment upon delivery. In that case the client is requested to issue a written order/EDI order, which will be added to the next planning schedule.

Surcharges:

Exchange surcharge:

Extra costs will be charged for taking back freight. Prices and options are on request.

ADR surcharge

For the transport of ADR goods a surcharge of 10% with a minimum of €50,- applies.

Dangerous goods may only be offered if they may be transported in accordance with ADR (Accord européen relatif au transport international des marchandises Dangereuses par Route) / IMDG (International Code for the transport of dangerous goods by sea). The customer is responsible for the correct labels, packages, shipment documents and instructions in the prescribed languages, and the Dangerous Goods Declaration if applicable. The UN number, the chemical name and the package group of the dangerous good must also be notified to Kennis. The costs depend on the destination and ADR class.

For safety reasons, ADR goods can't be stacked and will be settled in accordance with the actual loading meters.

Islands, ferry costs and toll surcharge

- Distribution to the Dutch Wadden Islands is delivered to a transport center. These costs will be passed on to the customer..
- Inner-city transport is delivered to a transport center. These costs will be passed on to the customer.
- Ferry costs and toll fees will be passed on to the customer.
- Islands and mountain areas in the rest of Europe are always upon request.

Tail lift surcharge

For loading or unloading with a tail lift, a surcharge of 10% with a minimum of €50,- and a maximum of €185,- applies. A maximum length of 200 cm and a maximum width of 120 cm applies. Larger dimensions only on request, Kennis has the right to calculate a surcharge to be determined for this. Maximum weight is 1,500 kg per pallet.

Truck mounted forklift

For national or international loading or unloading with a truck mounted forklift, a surcharge applies. The prices and options are on request.

When loading or unloading with a truck mounted forklift, the terrain where the unloading takes place must be paved and easily accessible for an 18-meter truck. The standard maximum loading weight for a truck mounted forklift is 1500 kg per pallet. Heavier dimensions only on request.

Cash-on-Delivery surcharge

Cash-on-Delivery (C.O.D.) shipments are not standard. Kennis has the right to reject the C.O.D. shipments at any time.

For receiving C.O.D. shipments, the surcharge is 2% of the C.O.D. amount with a minimum of €40,- and a maximum of €100,-.

Time slot surcharge

Kennis offers the following options for time slots. It is not possible to choose another time slot than one of these options.

- Time slot of 2 hours = €65,- per shipment;
- Fixed time = €75,- per shipment

Weekend and night surcharge

Transport on Saturdays, Sundays or on public holidays is only possible upon request. A surcharge of €450,- applies to shipments where it is necessary to drive during the weekend (loading / unloading obligation).

Night deliveries only on request.

Diesel clause surcharge

The diesel clause surcharge is variable and is determined every month on the basis of the weighted average. The starting position for determining the price is €0,8955. With fluctuations of more than €0,0115 in the price, the percentage per month will be adjusted up or down by 0,5% per €0,0115 (TLN). Kennis does not apply a negative diesel clause surcharge.

Payment

Invoices must be paid by the customer within a 14-day term. If the payment has not been made within this period, the client will owe the statutory interest in addition to the principal sum.

Disputes with regard to an invoice should always be notified within 8 days. The obligation to pay and the term are not suspended as a result of such complaints.

Kennis sends a digital invoice in PDF to the client via e-mail.

Prices

All prices are valid until December 31, 2022.

Rates do not include:

- customs clearance costs;
- excise duties;
- import duties;
- costs associated with drawing up customs or other documents;
- VAT;
- diesel clause surcharge;
- other surcharges.

All prices are based on information provided by the customer. Kennis reserves the right to adjust the prices if the information or the actual shipment differs substantially from the information obtained or interpreted during the quotation stage.

Rates issued and agreements made by Kennis for a one-off or ad hoc shipments are valid for a maximum of 14 days, unless otherwise indicated in writing.

Indexation

Our rates are indexed every calendar year with at least the annual Panteia-index.

Cost increases

Kennis reserves the right to increase the costs. The customer will always be informed in advance about such adjustments.

Disputes

All agreements made by Kennis will be governed exclusively by the laws of the Netherlands. All disputes arising from, or related to, any offer, order, agreement or undertaking to which these terms and conditions apply, will be settled by the competent court.

Liability

Kennis is not liable for the consequences of mistakes in the assignment, models or materials provided by the customer.

Kennis is not liable for costs resulting from intent or gross negligence on our part if a customer or any third party, whether or not for fee:

- use the equipment of Kennis;
- has requested Kennis to perform certain activities, which activities are not part of any agreements already concluded.

Kennis is not liable for costs resulting from services and deliveries that have not been made, unless the customer proves that the costs are due to intent or gross negligence on our part.

Kennis is not obliged to fulfill any obligation towards the customer if it is prevented from doing so as a result of a circumstance that is not due to fault and that neither by law, legal act or generally accepted views is borne by Kennis.

Compensation

Immediately visable damage to a shipment caused by transport, must be notified to Kennis within 24 hours of receiving the shipment. Not immediately visible damage to a shipment caused by transport, must be notified to Kennis within 7 days after receiving the shipment.

When compensation is charged to the carrier in case of total or partial loss, and the damage is due to Kennis or the law, the compensation will be calculated on the value of the goods at the place and time when receiving the goods. The liability is limited at all times in accordance with the additional regulations as referred to in Article 1 of these general terms and conditions.

The freight price, customs duties and other costs related to the transport will be full repaid in case of total loss and proportionally repaid in case of partial loss.

In case of a late delivery, the carrier is obliged to pay compensation if the customer proves damage as a result of this and if the damage is due to Kennis or the law. The compensation cannot exceed the freight charge.

A claim for loss or compensation does not suspend the client's obligation to pay the transport costs. A settlement of the claim amount is not permitted.