Terms and conditions
VERSION 01-09-2026

KENNIS TRANSPORT & LOGISTICS

1. **General terms and conditions**
The general terms and conditions apply to all quotations, (price) proposals and contracts issued by Kennis Transport & Logistics B.V. (hereinafter referred to as ''Kennis'').

Kennis reserves the right to amend these general terms and conditions at any time. The most recent version of the general terms and conditions applies and can be found at www.kennistransport.com.

These general terms and conditions have been drawn up in both Dutch and English. In the event of any discrepancy between the Dutch and English version, or in the interpretation of terminology, the Dutch version and Dutch terminology shall prevail.

In addition to these general terms and conditions, the following terms and conditions also apply:
1. Logistics Services Terms and Conditions (LSV)
2. Dutch Forwarding Terms and Conditions (FENEX)
3. General Transport Conditions (AVC)
4. CMR Convention (CMR)

2. **Order details**
Orders must be submitted exclusively by email, EDI or via the web portal. Kennis charges an administrative fee of €10 excluding VAT per order for the manual entry of transport orders. Orders submitted via an EDI file or our web portal are exempt from this charge.

The deadline for booking shipments is day A before 3 p.m. for loading on day B – excluding Saturdays, Sundays and public holidays – unless otherwise agreed. If the deadline for booking a shipment has passed, Kennis has the option of postponing the shipment to the next working day or charging an express rate if the shipment can take place on the desired day.

Orders must be submitted by the client in full and containing all necessary information. At a least, the following details must be provided:
• loading: name, address, postcode, town, country, date, time, reference, contactperson and telephone number;
• unloading: name, address, postcode, town, country, date, time, reference, contactperson and telephone number;
• description of the cargo, including quantities, dimensions (L x W x H) and weight.

Any relevant details must be clearly stated, including all necessary information relating to dangerous goods (ADR) as specified in Article 17 and/or customs goods.
The client must also clearly indicate whether loading or unloading equipment (such as a tail lift, pump truck, portable forklift) from Kennis is required.
Orders that lack information are not carried out by Kennis.
Any consequential, additional costs and/or fines resulting from the incorrect, incomplete or late provision of information are at the expense and risk of the client.

After confirmation of the order, changes can only be made in consultation. If the client provides incorrect information when booking the order, all additional administrative (consequential) costs will be charged at a rate of €25 per order.

3. **Capacity and volume**
Kennis cannot provide a capacity guarantee if it is not specified in advance what volume will be allocated to Kennis for a specific period and to which destinations. If less volume is loaded, the specified and booked volume will be charged.

4. **Dimensions**
The following volume rules apply to shipments, with the highest applicable rule prevailing:
- 1 Euro pallet = 120x80 cm and a maximum of 700 kg (=0,4 loading metres);
- 1 block pallet = 120x100 cm and a maximum of 875 kg (=0,5 loading meter);
- 1 loading meter = one linear meter of loading space in the truck and a maximum of 1750 kg;
- 1 m^3 = cubic meter and a maximum of 330 kg.

In the event of deviations from the specified dimensions and/or weight, Kennis will measure the specific packaging, after which the rate will be recalculated.

5. Lead times

Lead times are country-specific and can be found at www.kennistransport.com. No rights can be derived from these. Lead times are not guaranteed during holidays or weeks containing a national holiday. Lead times are also not guaranteed in the event of force majeure, such as road closures, delays, road works, large-scale events, customs clearance, traffic jams, delivery via a loading and/or unloading tailgate, long goods, extreme weather conditions and strikes.

6. Delivery times

Standard delivery times are Monday through Friday between 8 AM and 6 PM. For deviating times, Kennis offers options for fixed-time delivery. Please refer to the time frame surcharge for more information.

7. Cancellation

If an order is cancelled on the day of loading, the incorrect freight costs are 80% of the original rate. If a shipment has already been loaded, the incorrect freight costs are 100% of the original rate + a return surcharge (80%) for transport back to Kennis or the client. This is in accordance with Article 1111 of the Civil Code 8.

8. Pallet exchange

Pallets will only be exchanged if this has been agreed upon in advance between the client and Kennis. Additional costs are associated with this.

9. Label

The client is responsible for labelling the shipment. Each pallet and package must be provided with a label (with a unique scannable barcode) containing at least the following information:

- Addressee: name, address, zip code, town and country;
- Sender: name, address, zip code, town and country;
- Package number and total number of packages (e.g. 2 van 3);
- Weight;
- Reference in accordance with order information.

10. Packaging

Goods must be properly packaged and therefore suitable for transport.

Kennis is not liable for damage to inadequately packaged goods. Inadequately packaged shipments may be delayed or repackaged at the expense of the customer/sender.

11. Accompanying documents

A delivery is always signed off on a standard consignment note. Accompanying documents such as a packing slip must be attached to the goods. The client is responsible for the correct formatting of these freight documents.

Consignment notes can be provided digitally on request. Costs may be charged for this.

12. Loading and Unloading

The loading and unloading time is:

• up to 1 loading meter: maximum 15 minutes;
• for each additional loading meter: maximum 10 minutes;
• more than 10 loading meters: maximum 60 minutes.

Kennis charges €20 per 15 minutes for the purpose of additional loading and unloading hours or waiting hours.

Loading and unloading addresses must be accessible with an international truck. Any specifications or particulars relating to accessibility, including (but not limited to) permits or exemptions that need to be applied for, must be reported in writing by the client to Kennis in advance of entering the contract.

The client must ensure that the specified destination is accessible to international transport equipment, including vehicles with a maximum trailer length of 13.60 meters, width of 2.50 meters, height of 4.00 meters and a total weight of 44 tonnes. Any restrictions must be reported in advance. Costs and delays resulting from inaccessibility are entirely at the expense of the client.

The Kennis driver will ask for the desired location where the goods must be loaded or unloaded. If 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 liable for any (consequential) damage.

If Kennis cooperates in loading or unloading at the request of the client, this will be done exclusively at the expense and risk of the client. In such a case, the client accepts responsibility for any damage to or theft of the goods.

13. Refusal

If a shipment is refused upon delivery, or if the receiving address is not open during regular business hours, the incorrect freight charges will be 100% of the original rate + a return surcharge (80%) for transport back to Kennis or the client.
As soon as a solution appears possible on site, consultation with the client will be sought.

14. Storage

With regard insurance for goods at a Kennis location, a distinction is made between goods in transit and goods in storage.

In both cases, the Logistics Services Conditions (LSV) apply (see Art. 1). Please note: there is no comprehensive cover against theft, loss or stock discrepancies. It is up to the client to arrange additional insurance.

15. Spontaneous returns

Kennis can only carry out a loading order if the client has issued a formal order for this. 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.

16. Surcharges

- **ADR surcharge**

For ADR goods, a surcharge of 10% of the agreed freight price applies, with a minimum of €50.
Hazardous substances may only be offered for transport if they are permitted to be transported in accordance with the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road)/ IMDG (International Maritime Dangerous Goods Code). The client is responsible for correct labelling, approved packaging, the transport document and written instructions for the driver (in a language that the driver understands) in the prescribed languages and, if applicable, the Dangerous Goods Declaration. Kennis must also be notified of the UN number, chemical name and package group of the hazardous substance in question and whether it is a Limited Quantity (LQ). The costs depend on the country of destination and ADR class.

- **Islands, ferry or toll surcharge**

• Distribution to the Dutch Wadden Islands is delivered to a transport centre. These costs will be passed on to the customer + €25 administration costs;
• Inner-city distribution is delivered to a transport centre. These costs will be passed on to the customer + €25 administration costs;
• Bridge, tunnel and/or ferry costs are charged on;
• Islands and mountainous areas in the rest of Europe are always on request.

- **Tailgate surcharge**

A surcharge of 10% applies to loading and/or unloading with a tailgate, with a minimum of €50 and a maximum of €185. A maximum length of 200 cm and a maximum width of 120 cm apply. Larger packages are only available on request, in which case Kennis reserves the right to charge a surcharge to be determined at its discretion. The maximum weight is 1.250 kg per package.

- **Truck mounted forklift (''kooiaap'') surcharge**

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

When loading or unloading with a truck mounted forklift, the terrain where unloading is to take place must be paved and easily accessible for an 18-meter vehicle. The standard maximum load weight for a truck mounted forklift is 1.500 kg per package. Heavier packages only on request.

- **Time delivery surcharge**

Kennis offers the following options for fixed time delivery. Options other than these choices are only possible in consultation with and after prior approval by Kennis.

- Time delivery = fixed = € 100 per shipment;
- Time delivery < 08 hours = €100 per shipment;
- Time delivery < 09 hours = € 90 per shipment;
- Time delivery < 10 hours = € 80 per shipment;
- Time delivery < 12 hours = € 60 per shipment.

- **Time frame surcharge**

Kennis offers the following options for a fixed time frame. Options other than these choices are only possible in consultation with and after prior approval by Kennis.

- Time frame of 2 hours = € 90 per shipment;
- Time frame of 3 hours = € 75 per shipment;
- Time frame of 4 hours = € 65 per shipment.

- **Weekend/public holiday surcharge**

Transport on a Saturday, Sunday or public holiday is only possible on request. Additional costs will always be charged for this, and these are available on request.

- **Fuel surcharge**

The fuel surcharge is variable and is determined each month based on the weighted average. The starting point for determining the fuel price is €0,8955. In the event of fluctuations of more than €0,019 in the price of fuel, the variable percentage per month will be adjusted upwards or downwards by 0.5% per €0,019 (Source: TLN). Kennis does not apply a negative fuel surcharge.
The current fuel surcharge can be found at www.tln.nl.

17. Prices and payment

All amounts and rates quoted are exclusive of VAT.

Unless otherwise agreed, the client is obliged to pay the amount owed within 14 (fourteen) days of the invoice date. If payment has not been made within this period, the client will owe statutory commercial interest in addition to the principal sum.

Kennis is entitled to request partial or full advance payment of the agreed amounts. The following costs must always be paid by the client prior to the execution of the agreement.

- customs clearance costs;
- excise duties;
- import duties.

If advance payment has been stipulated, the client cannot assert any rights regarding the performance of the relevant agreement before the stipulated advance payment has been made.

Complaints and/or claims regarding invoices must be submitted in writing within 7 (seven) days of the invoice date. The payment obligation and term are not suspended as a result of such complaints.

18. Rates

Rates do not include:

- clearance costs;
- excise duties;
- import duties;
- costs and extra time associated with preparing customs or other documents;
- VAT;
- fuel surcharge;
- other general surcharges.

All rates are based on the information provided by the client. Kennis reserves the right to adjust the rates if the information provided or the actual shipment offer deviates substantially

from the information obtained or interpreted during the quotation stage.

CAF
Currency Adjustment Factor. If the freight, or part of the freight, is payable in foreign currency, and if this foreign currency is subject to price fluctuations, a surcharge will be applied to compensate for the exchange rate risks.

19. Indexation

Our rates are indexed each calendar year by at least the annual NEA index compiled by Panteia.

Changing market conditions may give rise to interim revisions of the rates. Where possible, the client will be informed in advance of any such cost increases.

20. Cost increases

Kennis reserves the right to implement general cost increases beyond Kennis' control in the rate during the term of the agreement. Where possible, the client will be informed in advance of such cost increases.

21. Disputes

All agreements with Kennis are governed exclusively by Dutch law, except in cases in where mandatory international regulations (such as CMR) apply. Any disputes arising from or related to an offer, order, agreement or commitment to which these terms and conditions apply will be submitted exclusively to the District Court of Zeeland-West-Brabant, location Breda.

22. Liabilities

Kennis is not liable for loss or (consequential) damage resulting from errors in the assignment, models or materials provided by the client. Kennis is also not liable for loss or (consequential) damage resulting from circumstances beyond Kennis's control, including force majeure.

Kennis is not liable for loss or (consequential) damage, other than as a result of intent or gross negligence, however named or arising, if a client or any third party, whether or not in return for payment:

- uses Kennis's equipment;
- has requested Kennis to perform certain work that is not part of any agreements already concluded.

Kennis is not liable for loss or (consequential) damage, however named, if this loss or (consequential) damage arises from services, work and/or deliveries that have not been performed, unless the client demonstrates that the loss or (consequential) damage arose as a result of intent or gross negligence on the part of Kennis.

Kennis is not obliged to fulfil any obligation and is not liable for loss or (consequential) damage to the client if it is prevented from doing so as a result of a circumstance that is not attributable to fault and is not for the account of Kennis under the law, a legal act, or generally accepted practice.

23. Compensation

Any immediately visible damage to a shipment caused by transport must always be noted on the POD (CMR: in box 18 when loading and in box 24 when unloading) and must be reported to Kennis within 24 hours of receipt of the shipment: damage@kennistransport / +31 (0) 76-5963486.

Any damage to a shipment caused by transport that is not immediately visible must be reported to Kennis within seven (7) days of receipt of the shipment.

When compensation for total or partial loss of the goods is charged to the carrier, and the damage is attributable to Kennis or must be borne by it in accordance with traffic regulations or the law, this compensation will be calculated according to the value of the goods at the place and time of receipt.

Liability is limited at all times in accordance with the additional provisions referred to in Articles 1 and 22 of these general terms and conditions.

The freight price, customs duties and other costs relating to the transport will be refunded

in full in the event of total loss and proportionally in the event of partial loss.

In the event of a delay in a time delivery, if the client proves that damage has been caused as a result and that this damage is attributable to Kennis or, according to common opinion or the law, is for its account, Kennis is obliged to pay compensation, which may not exceed the freight price.

A claim for loss or damage does not suspend the client's (payment) obligations. Offsetting the amount of the damage is not permitted.