

**GENERAL CONDITIONS CTS GROUP BV 2021**  
**Registered at the Chamber of Commerce for Amsterdam in Amstelveen.**

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## 1 Effect

Provisions in the General Conditions of CTS GROUP Nederland Pty Ltd – including CTS Group European Distribution & Logistics Pty Ltd and

CTS Group Transport Pty Ltd (to be referred to as CTS GROUP) are applicable when an assignment is carried out on behalf of: CTS GROUP clients, which in these general conditions shall mean any legally appointed person who has signed an agreement with CTS GROUP, or wishes to sign an agreement, or a representative of said person.

Assignments that involve the execution of Logistical Activities, arising out of contractual or other agreed forms of logistical service provision, are performed according to the latest version of the "Physical Distribution 2000" Conditions. As a result, rules applying to these logistic activities are excluded from the CTS GROUP General Conditions, unless otherwise agreed.

## 2 Additional Provisions

Should certain situations, depending on the nature of the activities, not be covered in the CTS GROUP General Conditions, then the following conditions apply:

- The General Transport Conditions 2002 (AVC), filed with the Clerk of the District Courts in Amsterdam and Rotterdam;
- For International Carriage the CMR convention applies in addition to the above mentioned AVC for international transport;
- The Dutch Forwarding Conditions, deposited by FENEX on 1 July 2004 with the Clerk of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam, with the exception of Article 23;
- The General Storage Conditions, prepared by the *Vervoer Adres* Foundation and filed with the Clerk of the District Courts in Amsterdam and Rotterdam,
- The Physical Distribution Conditions, prepared by the *Vervoer Adres* Foundation and filed with the Clerk of the District Courts in Amsterdam and Rotterdam,
- In addition to the above conditions, the Transport and Logistics Netherlands general payment apply, as filed with clerk of the District Court in The Hague on July 2, 2002, Act 69.

With respect to the conditions mentioned above, the most recently filed version of the conditions shall apply.

These Terms and Conditions are added prior to or at the conclusion of the contract with another party and are made available at [www.ctsgroup.nl](http://www.ctsgroup.nl) as part of the latest version of the tariff agreement.

## 3 Acceptance

### 3.1 General

Client agrees with the General Conditions, which he has read and accepted.

### 3.2 Binding and revisions

These General Conditions are binding for the client; should there be a revision of these conditions, the client will be timely informed. Any revisions will be made public by means of a digital newsletter. The current version is available on the CTS GROUP website.

### 3.3 Non committance

All CTS GROUP offers, in any form whatsoever, are without obligation, and are part of the General Conditions, unless otherwise stated.

## 4 Liability

### 4.1 Damages and loss

CTS GROUP is only liable for full or partial loss or damage, which is understood to mean damage, theft and destruction if this occurred between obtaining signature upon loading at the collection location and receipt of signature upon unloading at the delivery location, insofar as liability was not excluded by the General conditions. CTS GROUP reserves the right to carry out ad hoc or structural checks on the illegality of goods.

### 4.2 Corresponding Act and Regulations

The client is liable for legality with regard to content and nature of the goods and subject to applicable laws and regulations regarding the method of packaging. If in the opinion of CTS GROUP this is not in order, taking into regard the nature of the proposed method of transportation and checking whether the shipment is adequately or appropriately handled, this may lead to refusal of the goods, in which case the client remains liable for any damage caused by improper packaging.

### 4.3 Limited liability; applicable Law

CTS GROUP Limited Liability, as opposed to provisions in the General Conditions, shall apply under current law and regulations and applicable mandatory law, whereby CTS GROUP could be liable. However, this does not usually cover the actual total value of goods based on agreed liability. For full coverage of the total value during transport it may be

advisable to insure the goods against transportation risk. Additional insurance must be agreed upon in writing with the CTS GROUP prior to transportation.

#### *4.4 Exclusion due to no or limited supervision*

Drivers must be given the opportunity to be present during loading and unloading to perform a visual check on the goods to be transported as well as the manner in which the loading and unloading is performed. If the driver is not given this opportunity for whatever reason, then the CTS GROUP liability lapses for claims for alleged transport damage and/or loss and a remark will be made accordingly on the CMR – letter of transport.

#### *4.5 CMR - weight, - volume, - addressing*

All specifications of weight and/or size made on the CMR or other document are not unconditionally recognized by CTS GROUP and provide no evidence against CTS GROUP, unless the verification provided by art. 8 § 3 CMR has taken place and is stated on the CMR. Information on the CMR regarding identity of the sender and of the recipient is full proof of evidence between the client and CTS GROUP.

## **5 Implementation**

### *5.1 Assignment*

An agreement to implement an order comes into being once a written request is sent or entered via EDI using the Order Entry Module and has been received and confirmed by CTS GROUP. If the client has a functioning EDI facility then the client is obliged to send any transport orders to CTS GROUP via this system. Orders received by any other means or registered elsewhere will not be seen as an agreement, or part thereof; emphasizing exclusion of all CMR abnormalities or additions that were not stated at the time the order was issued. Where applicable, the order will be implemented within the timeframes stated in the tariff conditions.

### *5.2 Customs goods*

With regards to customs goods, in addition to paragraph 5.1, all customs documents as well as the corresponding transport documents must be sent by fax to CTS GROUP, before the agreement can come into being. CTS GROUP cannot be held responsible for clearance of customs documents, unless a written request to do so has been submitted and received by CTS GROUP, and CTS GROUP has agreed to this and confirmed in writing.

### *5.3 VAT – charge*

All services surrounding transport and logistics provided by CTS GROUP, or any other activity, are subject to Dutch law under the Sales Tax Act. All orders are therefore taxable with the VAT rate applicable in the Netherlands. Any request received by CTS GROUP to deviate from these rules, including the use of the reverse charge mechanism, will only be accepted once the client has made available any documentation required by the Tax laws concerning the onus of payment that CTS group has towards the Tax department.

### *5.4 ADR – goods*

CTS GROUP must have copies of the CMR and complete hazardous goods documentation before any such goods can be loaded. There is no delivery time guarantee for ADR goods. The client must ensure that the required shippers declaration and material safety data sheet are in order. Orders placed that do not conform to the abovementioned procedure will not be carried out.

### *5.5 Documents*

The client, as referred to in Article 1, is responsible for the formatting and delivery of documents as well as the preparation and issue of all documents needed to undertake the assignment as well as all other documents as required by law. CTS GROUP is entitled to replace such documents.

### *5.6 Packaging, freight identification*

The client ensures that all freight is completely and clearly identified with correct address and freight identification details. This means each consignment must have complete address details for both the shipper and the receiver as well as all documents required by law such as dangerous goods symbols, approved packaging, correct transport documents, shippers declaration and material safety data sheet. Cargo or goods packed as one package or as several packages, such as containers, boxes, bags, barrels or other non-transparent packaging are received without questioning the quality and quantity of the contents; in which case the clause 'said to contain' is legally applicable.

For each shipment a maximum load of 9 pieces is valid. CTS GROUP will label every shipment with an own label to increase visibility within the European Network. In case of damage caused by demonstrable incorrect labelling on the part of CTS GROUP (and where the sender has demonstrably used correct labelling), CTS GROUP acts in accordance with the FENEX conditions.

### *5.7 Loading and unloading facility*

The client is responsible for the availability of both loading and unloading facilities at both the sender's and receiver's address according to the nature and weight of the goods to be transported as well as loading and unloading of the vehicle. Any shortcomings in this respect may result in CTS GROUP suspending or refusing all or part of the consignment, if those shortcomings cause people, vehicles or cargo to be seriously endangered.

### 5.8 Accessibility

Loading and unloading facilities must be accessible by an international vehicle (13.6 metre trailer). If this is not the case, surcharges may apply if this results in limitations to accessibility in urban centres due to space constraints or locally applicable legislation, if the delivery address is in a port or private address, if the location is in a B – zone, or if the assignment is in an extremely remote area. In addition, a standard delivery time for these kinds of abnormal situations is not applicable.

### 5.9 Proof of Delivery

Consignments are delivered with a CMR or by whatever local method of signing for deliveries is used. Should you require a signature to be placed on your consignments' CMR this must be stated at the time of booking. This may have some impact on the pricing.

CTS GROUP and its partners are not responsible for the manner in which goods are signed for. The receiver/shipper is responsible should the signature be unclear or incomplete. Any extra requirements with regards to signing off on a delivery are only effective once written confirmation from CTS GROUP has been received. Proof of deliveries can be requested and are, mostly, available on the CTS GROUP website. A fee applies.

## 6 Charges

### 6.1 Standard freight fee, external charges

The freight rates, unless otherwise agreed, are based on open transport - ie. vehicles not sealed by customs - carrying harmless, properly packed shipments which only include commodities, transported in a "business to business" process, in a one-off project to be loaded at the shippers location and unload at the receiving site. All shipments are loaded in a standard "taut liners". The use of box trailers is to be separately agreed with the CTS GROUP. Unless otherwise agreed, the volume conversion, as stated in the 'tariff conditions' is to be applied to ascertain the minimum taxable weight which is used to calculate freight tariff unless the gross shipment weight is greater than the taxable weight. The client is responsible for providing the correct weights and sizes of every shipment. CTS GROUP reserves the right to check shipments whereby the weights and sizes as identified by CTS GROUP are indicative and have been communicated to the client by way of "send message/client." If, due to circumstances, the CTS GROUP is unable to measure or weigh shipments and the information is missing, then the shipment will be charged at the maximum pallet rate. If external cost factors increase due to economic developments, or to changes in the applicable law, CTS GROUP is entitled to adjust the freight rates accordingly.

Expected future increases will be stated in the tariff terms. Diesel surcharge is separately taxed according to the fuel surcharge clause stated on [mijn.ctsgroup.nl](http://mijn.ctsgroup.nl) unless otherwise agreed in writing. Additional charges are listed in the CTS GROUP "Rate conditions & surcharges" which is part of the CTS GROUP Terms and Conditions and are equally applied in this regard.

### 6.2 Loading and unloading time

CTS GROUP reserves the right to charge a fee for the resulting cost of lost time if the agreed upon terms of the maximum time limit for loading and/or unloading is exceeded (see CTS GROUP Tariff Conditions). This extra time charge will come into being for both time-bound and non time-bound assignments (arrival time previously agreed at either the collection or delivery location). CTS GROUP reserves the right to cancel collection or delivery if the maximum time is exceeded. The costs arising from a cancellation will be charged to the client as a "load error". For the actual specific charges please see the "Cancellation" section in the CTS GROUP Tariff Condition.

### 6.3 Waiting and delays

Costs caused by delay that are unforeseen and beyond the control of the CTS GROUP due to, for example, more than usual delay at borders, when carrying out customs formalities or because of, among other things, unforeseen strikes or due to the absence, incompleteness or inaccuracy of shipping or other documents such as TIR carnets, T documents and health certificates, will be charged to the client.

### 6.4 INCO – conditions

CTS GROUP accepts orders under the following INCO - Conditions CPT - Carriage Paid To, DAF – Delivery At Frontier, EXW - Ex Works, DAP – Delivery At Place, FCA – Free Carrier Arrival, DDP Delivery Duty Paid. Other shipment requirements must be agreed upon in advance by all parties.

### 6.5 COD

C.O.D (cash on delivery) deliveries can be organised within the Benelux. C.O.D. deliveries for other destinations can be arranged per shipment upon request. Prior to delivery, all arrangements will be coordinated between CTS GROUP and the receiver and the client will provide the necessary information, including contact person and phone number. CTS GROUP is excluded from liability with respect to unsecured, or non-transferable securities, including bank cheques. The client is obliged to pay the freight fee, even if he instructs the freight carrier to collect from the consignee and for whatever reason, this could not be implemented. Euro notes with values of € 200, - and € 500, - cannot be accepted.

### 6.6 Cancellation

Cancellation of one of the standardized service orders ("Road Express," "Economy" and "Priority") by the client means that the client must pay CTS GROUP a fee as specified in the "Tariff Conditions" unless cancelled at least 2 days preceding the collection date of shipment and is confirmed in writing by the client. For cancellation of orders, not covered by any of the above-mentioned standardized services, by the client, the fee is equal to the calculated freight rate, whether or not agreed to and accepted by the client.

### 6.7 Rate conditions

More information regarding the fee amounts can be found in the "Rate Conditions" which are part of the CTS GROUP "Tariff list".

## 7 Payment

- a. Unless otherwise agreed in writing, all payments will automatically be collected by direct debit, 14 days after the invoice date. Dependent on the client status, CTS GROUP may agree in writing to a deviation from these payment terms.
- b. Unless otherwise agreed in writing, new customers could be asked for an advance payment for the first shipments, until they are fully implemented. The implementation may include a credit check.
- c. Any comments regarding invoices must be made in writing within 10 days of the invoice date.
- d. If payment has not been made within the applicable period, the client/debtor is legally in default, and a rate of 2% per month, or a portion thereof, is payable on the outstanding amount from the invoice date. Any collection costs incurred will be borne by the client.
- e. A debt offset cannot be applied between the freight price and the final charges invoiced by CTS GROUP.
- f. Unless otherwise agreed, all CMR letters of transport will remain available. Under no circumstances can a remark or a dispute resulting from an invoice, or consolidated invoice, or a missing CMR be the cause of non-payment within the stated payment period.
- g. CTS GROUP retains the right to transport larger consignments (> 5 pallets) only on full or partial prepayment.

## 8 E-invoicing

- a. CTS GROUP will provide the client with an invoice in electronic format, known as e-invoicing. The e-invoice is an electronic invoice in PDF format. The client must acknowledge that all invoices will only be provided via e-invoicing. A paper print out of an invoice will only be provided to a client if the client agrees to provide payment of a fee which is determined by the CTS GROUP.
- b. By agreeing to receive e-invoices the client accepts that he will no longer receive an invoice on paper for services provided.
- c. The client will take the utmost care to ensure the password provided to him in order to access the e-invoicing website remains secure and he is also responsible for its proper use. If the client suspects the password has been in any way compromised, he shall immediately inform the CTS GROUP.
- d. The e-invoice is available online to the client for a period of 13 months. The client is responsible for the offline filing of all invoices for his own administrative purposes.
- e. The client is responsible for compliance with all applicable laws and regulations that affect him such as tax laws and administration and data retention obligations.
- f. CTS GROUP is in no way liable for damages in any form incurred by the client or third parties through the use of e-invoicing, such as losses that may occur as a result of e-invoicing being temporarily unavailable due to network problems.
- g. The client may at any time request to cancel e-invoicing. Upon receipt of such a request the CTS GROUP will begin sending paper invoices as soon as possible.

## 9 Claims

Claims are dealt with by CTS GROUP, insofar as they are not in conflict with the General Conditions and are not contradictory to the provisions of applicable mandatory law, and are made known in writing, outlining in detail the nature of the claim, and received by the CTS GROUP within seven days. Debt Offset (full or partial compensation) of an existing claim against CTS GROUP by the client is not permitted.

## 10 CTS GROUP Rewards

CTS GROUP Rewards is a benefit offered in return for booking freight in the form of a loyalty programme whereby points are automatically saved. These points can be exchanged for items such as free shipments, purchases in the web shop, company outings or support for charity.

#### *10.1 Earning points:*

All shipments up to a total volume weight of 2500kg earn points. For every 25 euro of invoiced freight charges for shipments in the segment mentioned above you earn 1 point. Charges under 25 euro will be calculated pro rata. Freight charges applicable are transport charges plus any time frame or other supplements and the fuel surcharge, minus the MD discount and VAT.

Each point represents 10 cents. Inclusions in the scheme takes place only when the client complies with scheme conditions. This means that the clients has requested to take part in the scheme, has appointed an authorised person for the programme and that the payment terms agreed with CTS GROUP are respected. Points are then saved automatically. During special country promotions, extra points can be earned during the promotion period. The rewards points balance is updated daily and is displayed on the clients own website. Rewards points are valid for 2 years, after this timeframe they will be written off without notice. Should there be no shipments booked for a period of 3 month, then the rewards balance and all points saved will be automatically cancelled.

#### *10.2 Redeeming reward points*

All of the articles that can be redeemed with your accumulated points can be found on the client website. You may make a full or part payment of items with your points. Any outstanding amount can be paid in Euro's (via IDEAL). We regularly update the available assortment of goods on our website. Any products and/or services that are no longer on the website can no longer be ordered. When redeeming points an authorisation code must be filled in. This code is held by the authorised person within your company and their name is stated on the website. Should you wish to pay the full amount in Euro's, the authorisation code is not required. Once an order has been placed it can no longer be changed or cancelled. Should an ordered article no longer be available for any reason, a similar article will be offered in its place or the order may be cancelled.

#### *10.3 Delivery*

All orders will be delivered within one, or two weeks maximum. You will be informed if the delivery time is delayed in any way. The delivery address will be the company address.

#### *10.4 Ending participation in the scheme*

All participants have the right to cancel membership of the CTS GROUP Rewards Programme at any time.. CTS GROUP retains the right to cancel clients participation in the Rewards scheme and to cancel the points balance in instances of: threat, supply of incorrect information, handling in a manner not in keeping with the rules of the scheme, misuse of the rights to scheme participation, behaviour likely to cause CTS GROUP, a fellow

#### *10.5 Disclaimer*

No rights may be derived from the CTS GROUP rewards programme. CTS GROUP reserves the right to change, modify or withdraw the terms of the rewards programme at any time.