



## General Terms & Conditions

1. The latest version of the Dutch Forwarding Conditions (Nederlandse Expeditievoorwaarden), including the arbitration clause, apply to all work and services performed by Neele-Vat Logistics, group companies and affiliates (hereinafter individually and jointly referred to as "Neele-Vat"), insofar as not provided otherwise below. Any other terms and conditions are excluded.
2. Acto acts as freight forwarder (not as carrier or any other capacity) and, unless expressly agreed otherwise in writing.
3. The latest version of the Dutch Warehousing Conditions (Nederlandse Opslagvoorwaarden), including the arbitration clause, applies to all elements of agreements relating to storage.
4. Freight Forwarder does not provide services in the capacity of economic operator. The Fenex Market Surveillance Conditions, including the arbitration clause, apply to all offers, orders and/or agreements that include goods to be placed on the market of the European Union as described by art. 4 sub 1 and 5 jo. art. 3 sub 1 and 2 of the Regulation (EU) 2019/1020.
5. Notwithstanding the arbitration clauses in the aforementioned Conditions, undisputed monetary claims shall be submitted to the competent court in Amsterdam. Dutch law applies.
6. The applicable terms and conditions have been provided to you before or upon entering the agreement and will be sent to you free of charge upon request. You can also read and download them via [www.actogroup.nl](http://www.actogroup.nl)
7. Every Acto entity is entitled to sub-contract services in whole or in part to an affiliated Acto entity. In such a case, the activities of the affiliated Acto entity are carried out on behalf of the original Acto entity that concluded the contract. All Acto group companies and affiliates have accepted the Acto General Terms and Conditions and Dutch Forwarding Conditions as third party beneficiary provisions in their favour ("derdenbeding").
8. The original Acto entity that concludes an agreement will remain the contract party, even if another Acto entity directly invoices the client for the work concerned. In such a case, the original Acto will be joint a creditor for these invoices for the full amount, together with the Acto entity issuing the invoice, regardless of which Acto entity has the goods in custody.
9. By giving an order to Acto, the principal agrees to the applicability of the Acto General Terms and Conditions.
10. Advances fee: 2% on moneys to be advanced for excise and import duties, VAT, or ocean and air freight charges, unless specifically agreed otherwise in writing.
11. Waiting hours and or/ waiting time at a container terminal: waiting hours for FTL / FCL: 2 hours free for loading, 2 hours free for unloading. Groupage shipments: pro-rata. Other waiting time at a container terminal is 1 hour free. Upon exceeding free time, €50,00 per hour or part thereof will be charged, up to a maximum of 10 hours per day.

**12.** Dead freight: for cancelled shipments Acto reserves the right to charge 75% of the original freight costs.

**13.** In the event of discrepancies or ambiguity between the original Dutch version of these Terms and Conditions and this translation, the Dutch text shall prevail.