



Terms and Conditions Trade Original Transport

Article 1

1. Unless expressly agreed otherwise in writing beforehand, these terms and conditions apply to all our offers and / or agreements concluded by us with our Charter (carrier), whereby we (Trade Original) undertake to mediate goods.
2. Trade Original Transport is a freight forwarder and acts as a transport intermediary: someone who acts as an organizer in the process of shipping and transporting goods. Trade Original Transport acts as the freight forwarder, therefore as an intermediary between a client and a Charter (carrier).
3. In these terms and conditions, "Charter" (carrier) means any (legal) person who has concluded or wishes to conclude an agreement with us whereby he undertakes to perform towards us and, apart from this, his representative (s) , authorized representative (s), assignee (s) and heir (heirs) who has accepted an order to transport the cargo.
4. Conditions of the Charter do not apply to the offers and agreements referred to in paragraph 1, unless expressly determined otherwise in writing by us.
5. It has been established between us and the Charter that once contracted under the applicability of these conditions, they will also apply to upcoming offers and agreements.
6. If we do not invoke the provisions of these conditions where appropriate, this does not mean that we have waived our right to invoke the conditions below in another case.
7. Nullity of one of the articles in the general terms and conditions does not affect the legal validity of the other articles.

Article 2

1. Depending on the nature of the total assignment, work or other type of performance, or of any part that can reasonably be regarded as an independent part, the following, or replaced, generally applicable in the relevant industry apply in addition to these conditions. standard terms and conditions, insofar as these terms and conditions are not explicitly deviated from in these general business terms and conditions, namely:
 1. On all domestic transport activities, The General Transport Conditions 2002. (AVC 2002) are general conditions for road transport contracts for road freight transport. The AVC 2002 have been filed with the registry of the courts in Amsterdam and Rotterdam.
 2. On all our cross-border road transport activities: the Convention on the Contract for the International Carriage of Goods by Road, for the sake of brevity referred to as the CMR Convention;
 3. The Physical Distribution conditions apply to all our activities



4. Dutch forwarding conditions of Fenex 2018

2. If the general terms and conditions referred to in paragraph 1 of this article are revised, the revised text will then apply from the date of filing of these revised general terms and conditions. If one or more of the general terms and conditions referred to in paragraph 1 of this article are replaced by a standard scheme in the manner referred to in Article 6: 214 of the Dutch Civil Code, or a standard scheme will replace it, then the date of promulgation of this scheme in the Dutch Government Gazette, the relevant standard scheme.

3. Moreover, we are always entitled to declare in advance that general terms and conditions other than those referred to in paragraph 1 of this article explicitly apply to a specific assignment, activity or other performance.

Article 3

1. Unless expressly agreed otherwise in writing, all assignments with the charter are carried out in an order to be determined by us, whereby the capacity of the equipment available to us and the degree of occupancy thereof also determine the time of commencement and complete the assignments.

Article 4

1. We are obliged to request instructions from the client if irregularities occur during the work that prevent the execution of the above, or as a result of which the work can no longer be carried out in accordance with the order given.

Article 5

1. We are not liable for damage and costs, other than as a result of intent or gross negligence on our part, however named and arising, if a Charter or any third party, whether or not for compensation:

1. uses our equipment;

2. has requested us to perform certain activities, which activities are not part of any agreements already concluded, and we have acted in this respect according to instructions given by or on behalf of the client and / or that other third party;

2. We are not liable for damage and / or costs, however named, if this damage and / or costs ensuing from services, work and / or deliveries which are made free of charge, unless the charter proves that the damage and / or costs have arisen as a result of intentional or intentionally equivalent gross errors on our part.

3. We stipulate all legal and contractual defenses, which we can invoke in defending our own liability towards the charter, or any third party, also for the benefit of our subordinates and the non-subordinates for whose conduct we would be liable under the law .

4. The provisions of this article are without prejudice to our legal liability under mandatory provisions.

Article 6



1. In the event of a difference between the deposited text of these conditions and texts that are otherwise printed, translated and / or distributed, only the deposited text will apply.

Article 7

1. Contrary to what may be stipulated in this regard in the general terms and conditions stated in Article 2, disputes between us and the Charter will be adjudicated exclusively by the competent Dutch court.

2. Dutch law applies to all legal relationships between us and the client and between us and the Charter (carrier).

Prices, quotes and payments

Article 8

1. All offers made by us are without obligation.

2. Our prices are based on the rates, wages, prices, etc. that apply on the date of the offer or of entering into the agreement or of the actual performance and are, unless otherwise stated, exclusive of turnover tax, both Dutch and foreign. If one or more of these factors change, the prices automatically change accordingly and are binding, also with regard to ongoing agreements, it being understood that if the prices change within three months after the conclusion of the agreement, the client has the right is entitled to terminate the agreement. All this unless expressly agreed otherwise.